



Board of Supervisors Public Safety Cluster Agenda Review Meeting

DATE: October 1, 2025

TIME: 9:30 a.m. – 11:00 a.m.

MEETING CHAIR: Sandra Croxton, 5th 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:

Ten-Year Lease – Sheriff's Department

4900 South Eastern Avenue, Commerce

Speaker(s): Alexandra Nguyen-Rivera (CEO-Real Estate)

B. BOARD LETTER:

Authorize the Los Angeles County District Attorney's Office to Enter Into an Agreement and Accept Grant Funds from the California Governor's Office of Emergency Services for the Pandemic Unemployment Assistance and Unemployment Insurance Anti-Fraud Program for the Grant Period from July 1, 2025, through March 31, 2026

Speaker(s): Michael Fern and Nardeen Elia (DA)

C. BOARD LETTER:

Authorize the Los Angeles County District Attorney's Office to Enter Into an Agreement and Accept Grant Funds From the State Of California-Transportation Agency, Department of California Highway Patrol for the Cannabis Tax Fund Grant Program For the Grant Period From July 1, 2025, Through June 30, 2026

Speaker(s): Petter Cagney, Stephanie Pearl Mire, and Stephanie Nguyen (DA)

3. BOARD MOTION ITEM(S):

- NONE

4. PRESENTATION/DISCUSSION ITEM(S):

A. BOARD LETTER:

Approval of an Annual Equitable Sharing Agreement and Certification for Federally Forfeited Assets

Speaker(s): David E. Culver (SHERIFF'S)

B. BOARD LETTER:

Pitchess Detention Center South Renovation Project

Speaker(s): Zohreh Kabiri (PUBLIC WORKS)

C. BOARD LETTER:

Authorize the Los Angeles County District Attorney's Office (LADA) to Enter Into Grant Award Agreements and Accept Grant Funds from the State of California Department of Insurance (CDI) for the Automobile Insurance Fraud, Disability and Healthcare Insurance Fraud, and Workers' Compensation Insurance Fraud Programs for Fiscal Year 2025-26.

Speaker(s): Oliver Balotro and Talin Keledjian (DA)

D. BOARD BRIEFING:

Probation Oversight Commission (POC) and Office of Inspector General (OIG) Probation Monthly Briefing

Speaker(s): Wendelyn Julien (POC) and Eric Bates (OIG)

5. PUBLIC COMMENTS

6. ADJOURNMENT

CLOSED SESSION ITEM(S):

CS-1 CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
(Paragraph (a) of Government Code section 54956.9)

Juan Marquez, et al. v. County of Los Angeles, et al.

United States District Court Case No.: 2:22-CV-07246

Department(s): Sheriff's

CS-2 CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
(Paragraph (a) of Government Code section 54956.9)

Enzo Escalante v. County of Los Angeles, et al.

United States District Court Case No.: 2:22-CV-02590

Department(s): Sheriff's

7. UPCOMING ITEM(S) FOR OCTOBER 8, 2025:

A. NONE

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

PUBLIC_SAFETY_COMMENTS@CEO.LACOUNTY.GOV

**BOARD LETTER/MEMO
CLUSTER FACT SHEET**

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	10/1/2025							
BOARD MEETING DATE	10/21/2025							
SUPERVISORIAL DISTRICT AFFECTED	<input type="checkbox"/> All <input type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input checked="" type="checkbox"/> 4 th <input type="checkbox"/> 5 th							
DEPARTMENT(S)	Sheriff's Department (Sheriff)							
SUBJECT	10-year lease renewal for 38,936 SF at 4900 South Eastern Avenue, Suites 100, 101, 102, 103, 202, 203, 204, 205, 210, and 220, Commerce 90040							
PROGRAM	Professional Standards, Personnel Command and Office of Constitutional Policing Divisions.							
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No							
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why:							
SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No – Not Applicable If unsure whether a matter is subject to the Levine Act, email your packet to EOLevineAct@bos.lacounty.gov to avoid delays in scheduling your Board Letter.							
DEADLINES/ TIME CONSTRAINTS	None							
COST & FUNDING	<table border="1"> <tr> <td>Total cost: \$14,644,000 for initial term.</td><td>Funding source: The rental costs will be funded 100 percent by net County cost (NCC). Sheriff will not be requesting additional NCC for this action.</td></tr> <tr> <td colspan="2">TERMS (if applicable): The proposed lease will have an estimated maximum first year base rental cost of \$1,285,000 but with a one month rent abatement of approximately \$108,000, will equal \$1,177,000. The landlord will be responsible for all operating expenses, including utilities, janitorial, repair and maintenance to the building.</td></tr> <tr> <td colspan="2">Explanation: Sufficient funding to cover the proposed rent for the first year of the proposed lease term will be included in the Fiscal Year 2025-26 Rent Expense budget and will be billed back to the Sheriff. The proposed rent for the first year will be included in the Sheriff Fiscal Year 2025-26 Operating Budget. Future funding for the costs associated with the proposed lease will be addressed through the annual budget process for Sheriff.</td></tr> </table>		Total cost: \$14,644,000 for initial term.	Funding source: The rental costs will be funded 100 percent by net County cost (NCC). Sheriff will not be requesting additional NCC for this action.	TERMS (if applicable): The proposed lease will have an estimated maximum first year base rental cost of \$1,285,000 but with a one month rent abatement of approximately \$108,000, will equal \$1,177,000. The landlord will be responsible for all operating expenses, including utilities, janitorial, repair and maintenance to the building.		Explanation: Sufficient funding to cover the proposed rent for the first year of the proposed lease term will be included in the Fiscal Year 2025-26 Rent Expense budget and will be billed back to the Sheriff. The proposed rent for the first year will be included in the Sheriff Fiscal Year 2025-26 Operating Budget. Future funding for the costs associated with the proposed lease will be addressed through the annual budget process for Sheriff.	
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PURPOSE OF REQUEST	Approval of the recommended action will authorize and provide continued use of office space for Sheriff without disruption to services and costly relocation costs							
BACKGROUND (include internal/external issues that may exist including any related motions)	The Sheriff's department has been located at the subject property since April 2000. The lease will expire on July 31, 2026.							
EQUITY INDEX OR LENS WAS UTILIZED	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:							
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please state which one(s) and explain how:							
DEPARTMENTAL CONTACTS	Alexandra Nguyen-Rivera Section Chief, Leasing CEO Real Estate Division 213-974-4189 arivera@ceo.lacounty.gov							



Chief Executive Office.

COUNTY OF LOS ANGELES

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

CHIEF EXECUTIVE OFFICER

Fesia A. Davenport

"To Enrich Lives Through Effective and Caring Service"

October 21, 2025

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

Dear Supervisors:

**TEN-YEAR LEASE
SHERIFF'S DEPARTMENT
4900 SOUTH EASTERN AVENUE, COMMERCE
(FOURTH DISTRICT) (3 VOTES)**

SUBJECT

Approval of a proposed ten-year lease to renew an existing lease to provide the Sheriff's Department (Sheriff) with continued use of 38,936 square feet of office space and 185 on-site parking spaces for its Professional Standards, Personnel Command, and Office of Constitutional Policing Divisions

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the proposed lease is exempt from the California Environmental Quality Act (CEQA) for the reasons stated in this Board letter and in the record of the project.
2. Authorize the Chief Executive Officer, or her designee, to execute the proposed lease with Omninet Commerce Owner, LLC, a Delaware limited liability company, (Landlord), for approximately 38,936 square feet of office space and 185 on-site parking spaces located at 4900 South Eastern Avenue, Suites 100, 101, 102, 103, 202, 203, 204, 205, 210, and 220, Commerce (Premises) to be occupied by the Sheriff's Department. This proposes a lease for a term of ten years. The estimated maximum first year base rental cost is \$1,285,000, but with a one month rent abatement of approximately \$108,000, will equal \$1,177,000. The estimated total proposed lease cost is \$14,644,000 over the ten-year term. The rental costs will be funded 100 percent by net County cost (NCC).

3. Authorize and direct the Chief Executive Officer, or her designee, to execute any other ancillary documentation necessary to effectuate the proposed lease, and to take actions necessary and appropriate to implement the proposed lease, including, without limitation, exercising any early termination rights and one option to extend the term at fair market value for an additional five years. If this option is exercised, the total term for the proposed lease will be up to 15 years.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Sheriff has occupied the Premises since April 2000 for its Professional Standards, Personnel Command, and Office of Constitutional Policing Divisions. These various units address concerns related, but not limited to, personnel conduct, public records act requests, and corrective actions.

The proposed Premises includes 198 staff and 198 workstations. None of the staff have a telework schedule because it is not an option for the Sheriff due to the sensitive nature of documentation and collaborative relationship with various other units within the building, and for the need for direct in-person interactions. Additionally, some of these units serve as a conduit between the public and various department units, bureaus, and divisions; therefore, requiring constant availability and a centralized location where all stakeholders can come together and discuss critical issues.

The proposed lease will enable Sheriff to remain and serve Los Angeles County, avoid relocation costs, and interruption of services. The proposed Premises are easily accessible to public transportation routes and the 710 and 5 freeways.

Implementation of Strategic Plan Goals

The Countywide Strategic Plan North Star 1 – *“Make Investments That Transform Lives”* – provides that LA County is a highly responsive organization investing in solutions that address our most complex societal challenges (health, jobs, housing, food security, and recidivism) affecting our most vulnerable communities – one person at a time.

The proposed lease is also consistent with the Strategic Asset Management Goal – Create countywide understanding of asset needs and priorities, and Key Objective No. 5 - Fund Highest Priority Needs.

The proposed lease supports the above goals and objectives by allowing Sheriff to remain in its current location to continue to provide direct support services for various department units, bureaus, and divisions that deal with the public and sensitive documents, and to avoid costly relocation costs.

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

FISCAL IMPACT/FINANCING

The estimated maximum first year base rental cost is \$1,285,000, but with a one month rent abatement of approximately \$108,000, will equal \$1,177,000, which includes parking at no additional cost. The aggregate cost associated with the proposed lease over the entire term is \$14,644,000 as shown in Enclosure B-1. The proposed lease costs will be fully funded 100 percent by NCC which is already included in Sheriff's existing budget. Sheriff will not be requesting additional NCC for this action.

Sufficient funding to cover the proposed rent for the first year of the proposed lease term will be included in the Fiscal Year 2026-27 Rent Expense budget and will be billed back to Sheriff. The proposed rent for the first year will be included in the Sheriff's Fiscal Year 2026-27 Operating Budget. Future funding for the costs associated with the proposed lease will be addressed through the annual budget process for Sheriff.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

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

- Upon commencement of the proposed lease, the annual rental rate will increase from \$30.01 per square foot, per year to \$33 per square foot. Base rent is subject to fixed annual increases of 3 percent.
- The Landlord has agreed to one month of rent abatement.
- The Landlord, at Landlord's sole cost and expense, shall refresh the proposed Premises.
- The Landlord is responsible for all operating and maintenance costs of the building and all utilities and janitorial costs. The County has no responsibility for any operating and maintenance costs of the building.
- The County will be responsible to maintain or replace any existing supplemental heating, ventilation, air-conditioning units that operate 24 hours per day, 7 days per week.
- There are 185 on-site parking spaces included in the base rent at no additional cost.
- A comparison of the existing lease and the proposed lease is shown in Enclosure B-2.

- The proposed lease includes a ten-year initial term with an option to extend the proposed lease for an additional five years with no less than twelve months' notice, at fair market rent. If all options are exercised, the total term of the proposed lease would be 15 years.
- The County has the right to terminate the proposed lease early, any time after the end of the 8th year, with 270 days' prior written notice.
- Holdover at the proposed lease expiration is permitted on the same lease terms and conditions. The monthly base rent during the holdover period will remain the same and be subject to the regular annual increases.
- The proposed lease will be effective upon approval by the Board and full execution of the proposed lease, but the term and new rent will commence on August 1, 2026, following the expiration of the existing lease, which expires on July 31, 2026.

The Chief Executive Office conducted a market search of available office space for lease, but was unable to identify any sites that could accommodate this requirement more economically. Based upon a review of available industry data, it has been established that the annual rental range for a comparable lease in the area is between \$27.60 and \$35.40 per square foot, per year. The base annual rental rate of \$33 per square foot, per year for the proposed lease represents a rate that is within the market range for the area. Further, relocation to a new building would require costly new tenant improvements and disrupt services. We recommend the proposed Premises as the most suitable to meet the County's space requirements.

Co-working office space is not suitable for this requirement due to the nature and confidentiality of services provided by Sheriff at this location.

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

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

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

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

ENVIRONMENTAL DOCUMENTATION

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

Upon the Board's approval of the recommended actions, a Notice of Exemption will be filed with the Registrar-Recorder/County Clerk and with the State Clearinghouse in the Office of Land Use and Climate Innovation, in accordance with section 21152 (a) of the California Public Resources Code and will be posted to the County's website, pursuant to section 21092.2.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

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

Respectfully submitted,

FESIA A. DAVENPORT
Chief Executive Officer

FAD:JMN:JTC
JLC:HD:ANR:EG:ns

Enclosures

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

SHERIFF DEPARTMENT
4900 SOUTH EASTERN AVENUE,
SUITES 100, 101, 102, 103, 202, 203, 204, 205, 210, AND 220, COMMERCE
Asset Management Principles Compliance Form¹

1.	<u>Occupancy</u>		Yes	No	N/A	
	A	Does lease consolidate administrative functions? ²			X	
	B	Does lease co-locate with other functions to better serve clients? ²	X			
	C	Does this lease centralize business support functions? ²	X			
	D	Does this lease meet the guideline of 200 sq. ft of space per person? ² Based on 198 employees, it is approx 196.64 SF per person		X		
	E	Does lease meet the 4/1000 sq. ft. parking ratio guideline? ² Based on 185 parking spaces, par.75/1000		X		
	F	Does public parking and mass-transit exist to facilitate employee, client and visitor access to the proposed lease location? ²	X			
2.	<u>Capital</u>					
	A.	Is it a substantial net County cost (NCC) program?	X			
	B	Is this a long-term County program?	X			
	C	If yes to 2 A or B; is it a capital lease or an operating lease with an option to buy?		X		
	D	If no, are there any suitable County-owned facilities available?		X		
	E	If yes, why is lease being recommended over occupancy in County-owned space?				
	F	Is Building Description Report attached as Enclosure C?			X	
	G	Was build-to-suit or capital project considered? ²			X	
3.	<u>Portfolio Management</u>					
	A	Did department use CEO Space Request Evaluation (SRE)?	X			
	B	Was the space need justified?	X			
	C	If a renewal lease, was co-location with other County departments considered?			X	
	D	Why was this program not co-located with other County departments?				
		1. ____ The program clientele requires a "stand alone" facility.				
		2. <u> X </u> No suitable County occupied properties in project area.				
		3. <u> X </u> No County-owned facilities available for the project.				
		4. ____ Could not get City clearance or approval.				
		5. ____ The Program is being co-located.				
	E	Is lease a full-service lease? ²	X			
	F	Has growth projection been considered in space request?	X			
	G	¹ Has the Dept. of Public Works completed seismic review/approval?	X			
¹ As adopted by the Board of Supervisors 11/17/98						
² If not, why not?						

OVERVIEW OF THE PROPOSED BUDGETED LEASE COSTS											
4900 SOUTH EASTERN AVENUE, COMMERCE											
SHERIFF'S DEPARTMENT											
<u>Basic Lease Assumptions</u>											
Leased Area (sq.ft.)	38,936										
Parking Spaces	185										
	Monthly	Annual									
Rent (per sq. ft.)	\$2.75	\$33.00									
Term (Months)	120	10									
Rent Abatement	1										
Annual Rent Adjustment (Initial Term)	3%										
	1 st Year	2 nd Year	3 rd Year	4 th Year	5 th Year	6 th Year	7 th Year	8 th Year	9 th Year	10 th Year	Total 10 Year Rental Costs
Annual Base Rent Costs	\$1,285,000	\$1,324,000	\$1,364,000	\$1,405,000	\$1,448,000	\$1,492,000	\$1,537,000	\$1,584,000	\$1,632,000	\$1,681,000	\$14,752,000
Rent Abatement	(\$108,000)										(\$108,000)
Total Annual Lease Costs	\$1,177,000	\$1,324,000	\$1,364,000	\$1,405,000	\$1,448,000	\$1,492,000	\$1,537,000	\$1,584,000	\$1,632,000	\$1,681,000	\$14,644,000
*Calculation note: All numbers are rounded up to ensure sufficient funds available to pay the specified expense.											

COMPARISON OF THE PROPOSED LEASE TO EXISTING LEASE

	Existing Lease: 4900 S Eastern Ave.	Proposed Lease: 4900 S Eastern Ave.	Change
Area (Square Feet)	38,936 sq.ft.	38,936 sq.ft.	No change
Term (years)	8 years	10 years plus one, 5-year option to renew	10 years plus one, 5-year option to renew
Annual Base Rent (Base rent includes <u>185</u> parking spaces)	\$1,169,000	\$1,285,000	+\$116,000 annually
Total Annual Lease Costs payable to Landlord (first year only)	\$1,169,000	\$1,177,000*	+\$8,000 annually
Rental rate adjustment	Annual CPI adjustments not greater than minimum of 2 percent with a maximum of 4 percent.	Annual fixed increases at 3 percent.	Annual fixed increases at 3 percent.

*includes one month rental abatement in the first year only

SHERIFF'S DEPARTMENT

SPACE SEARCH – 3-MILE RADIUS FROM 4900 S. EASTERN AVENUE, COMMERCE

LACO	Facility Name	Address	Ownership	Gross SQFT	Net SQFT	Available SF
10260	HS-Human Resources	5801 E. Slauson Ave, Commerce, CA 90040	Leased	26360	25042	NONE
12030	Saybrook Annex	6300 E Northside Dr, East Los Angeles, CA 90022	Owned	8240	7828	NONE
4465	DF Kirby Center - Administration Building	1500 S McDonnell Ave, Commerce, CA 90022	Owned	17266	9555	NONE
10397	DMH - Human Resources	5601 E Slauson Ave, Commerce, CA 90040	Leased	24357	23139	NONE
A157	DCFS - Belvedere (SPA 7)	5835 S Eastern Ave, Commerce, CA 90040	Leased	38814	36873	NONE
A069	5900 S. Eastern Ave	5900 S. Eastern Avenue, Commerce, CA 90040	Leased	10000	9500	NONE
A133	Child Support Services - Division II Headquarters	5770 S Eastern Ave, Commerce, CA 90040	Leased	84477	63413	NONE
A332	Child Support Services - Training/IT Division	5500 S Eastern Ave, Commerce, CA 90040	Leased	48794	46794	NONE
A157	DCFS - Belvedere (SPA 7)	5835 S Eastern Ave, Commerce, CA 90040	Leased	38814	36873	NONE
A460	DHS - Ferguson Administrative Services Center	5555 Ferguson Dr, Commerce, CA 90022	Owned	10677	8993	NONE
A570	Health Services / Administrative	5701 S Eastern Ave, Commerce, CA 90040	Leased	24811	20757	NONE
A580	Fire - Administrative Headquarters Office Annex	5801 S Eastern Ave, Commerce, CA 90040	Leased	31355	28508	NONE
A381	PW - Incorporated City Office (Commerce)	2535 Commerce Way, Commerce, CA 90040	Gratis Use	2170	2170	NONE
A460	DHS - Ferguson Administrative Services Center	5555 Ferguson Dr, Commerce, CA 90022	Owned	1580	1331	NONE
A680	Public Library - Cudahy Library	5218 Santa Ana St, Cudahy, CA 90201	Leased	4396	3332	NONE
B460	DPSS - Gain Program Region VI Office	5460 Bandini Blvd, Bell, CA 90201	Leased	31400	21815	NONE
D090	Public Library - Chet Holifield Library	1060 S Greenwood Ave, Montebello, CA 90640	Leased	5500	4601	NONE
B059	District Attorney - Auto Insurance Fraud Unit	5999 E Slauson Ave, Commerce, CA 90040	Gratis Use	6840	6500	NONE
5428	DPSS - Belvedere AP District Office	5445 E Whittier Blvd, East Los Angeles, CA 90022	Owned	70493	48888	NONE
A190	Public Library - Bell Library	4411 E Gage Ave, Bell, CA 90201	Leased	5363	3990	NONE
A188	Sheriff - Internal Affairs Bureau/Risk Management	4900 S Eastern Ave, Commerce, CA 90040	Leased	10277	8775	NONE
A460	DHS - Ferguson Administrative Services Center	5555 Ferguson Dr, Commerce, CA 90022	Owned	162843	137165	NONE
Y460	DPSS - Cudahy A/P District Office	8130 S Atlantic Ave, Cudahy, CA 90201	Owned	30873	24212	NONE
P0000010	Probation Warehouse - 4710 S Eastern Ave	4710 S Eastern Ave, Bell, CA 90201	Leased	20116	19110	NONE

FACILITY LOCATION POLICY ANALYSIS

Proposed lease: Lease for the Sheriff's Department – 4900 South Eastern Avenue, Suites 100, 101, 102, 103, 202, 203, 204, 205, 210, and 220, Commerce – Fourth District.

A. Establish Service Function Category – Direct Service/Administrative function - Professional Standards, Personnel Command and Office of Constitutional Policing Divisions

B. Determination of the Service Area – The proposed lease will provide a 10-year term to allow Sheriff to continue their function housed in the Premises, to continue operations without interruption, and to avoid costly relocation costs.

C. Apply Location Selection Criteria to Service Area Data

- Need for proximity to service area and population: N/A. This is a Countywide Direct Service/Administrative function within the Sheriff's department.
- Need for proximity to existing County facilities: N/A
- Need for proximity to Los Angeles Civic Center: N/A
- Economic Development Potential: N/A
- Proximity to public transportation: The location is adequately served by local transit services, i.e., City of Commerce Transit and Metro Bus Lines, and in close proximity to the 710 and 5 freeway.
- Availability of affordable housing for County employees: The surrounding area provides for affordable housing and rental opportunities.
- Use of historic buildings: N/A
- Availability and compatibility of existing buildings: This is an existing County leased facility available to meet Sheriff's service needs.
- Compatibility with local land use plans: The City of Commerce has been notified of the proposed County use which is consistent with its use and zoning for office space at this location.
- Estimated acquisition/construction and ongoing operational costs: The aggregate cost associated with the proposed lease over the entire term is \$14,644,000.

D. Analyze results and identify location alternatives

Based upon a review of available industry data, it has been established that the annual rental range for a comparable lease in the area is between \$27.60 and \$35.40 per square foot, per year. The base annual rental rate of \$33 per square foot, per year for the proposed lease represents a rate that is within the market range for the area. Further, relocation to a new building would require costly new tenant improvements and disrupt services. We recommend the proposed Premises as the most suitable to meet the County's space requirements.

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

The proposed lease will provide adequate and efficient office space for 198 employees, consistent with the County's Facility Location Policy, adopted by the Board on July 24, 2012.

**COUNTY OF LOS ANGELES
CHIEF EXECUTIVE OFFICE**

LEASE AGREEMENT

**COUNTY OF LOS ANGELES - Tenant
OMNINET COMMERCE OWNER, LLC - Landlord**

**4900 SOUTH EASTERN AVENUE
SUITES 100, 101, 102, 103, 202, 203, 204, 205, 210, AND 220
COMMERCE, CALIFORNIA 90040**

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- Exhibit B – Intentionally Omitted
- Exhibit C – Heating, Ventilation, and Air Conditioning Standards
- Exhibit D – Cleaning and Maintenance Schedule
- Exhibit E – Subordination, Non-disturbance and Attornment Agreement
- Exhibit F – Tenant Estoppel Certificate
- Exhibit G – Community Business Enterprises Form
- Exhibit H – Memorandum of Lease Terms
- Exhibit I – Landlord Work

COUNTY OF LOS ANGELES
CHIEF EXECUTIVE OFFICE

LEASE AGREEMENT

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

Landlord and Tenant agree:

1. BASIC LEASE INFORMATION

1.1 Terms

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

(a) Landlord's Address for Notices:	<p>Omninet Commerce Owner, LLC, 9420 Wilshire Blvd, Fourth Floor Beverly Hills, CA 90212 Attention: Michael Danielpour Email: Michael@omninet.com</p> <p>With a copy to:</p> <p>Omninet Property Management, Inc. 9420 Wilshire Blvd, Fourth Floor Beverly Hills, CA 90212 Attention: Commercial Operations Email: commercialoperations@omninet.com</p>
(b) Tenant's Address for Notices:	<p>County of Los Angeles Chief Executive Office - Real Estate Division 320 West Temple Street, 7th Floor Los Angeles, CA 90012 Attention: Director of Real Estate</p> <p>With a copy to:</p> <p>County of Los Angeles Office of the County Counsel 648 Kenneth Hahn Hall of Administration 500 West Temple Street, Suite 648 Los Angeles, CA 90012-2713 Attention: Property Division</p>
(c) Premises:	<p>Approximately 38,936 rentable square feet, designated as Suites 100, 101, 102, 103, 202,</p>

	203, 204, 205, 210, and 220 in the Building (defined below) ("Premises"), as shown on <u>Exhibit A</u> attached hereto.
(d) Building:	The Building located at 4900 South Eastern Avenue, Commerce, California 90040, which is currently assessed by the County Assessor as APN 6332-022-019 (the "Property")
(e) Term:	Ten (10) years, commencing on August 1, 2026 (the "Commencement Date"), and terminating at midnight on July 31, 2036 (the "Termination Date"), subject to earlier termination by Tenant as provided herein. The phrase "Term of this Lease" or "the Term hereof" as used in this Lease, or words of similar import, shall refer to the initial Term of this Lease together with any additional Extension Term for which an option has been validly exercised.
(f) Commencement Date:	August 1, 2026
(g) Intentionally Omitted	Intentionally Omitted
(h) Base Rent:	\$2.75 per rentable square foot per month (i.e., \$107,074.00 per month or \$1,284,888.00 per year) subject to annual adjustments as described in Section 5.3 and base rent abatement as described in Section 5.4 below.
(i) Early Termination Date (see Section 4.4)	Provided that Tenant is not then in Default under this Lease, Tenant will have the right to terminate this Lease upon delivering at least two hundred seventy (270) days' prior written notice at any time after the eighth (8 th) annual anniversary of the Commencement Date of this Lease, subject to the terms of Section 4.4 herein.
(j) Rentable Square Feet in the Premises	38,936 rentable square feet
(k) Initial Departmental Use:	Sherriff's Department, subject to Section 6.
(l) Parking Spaces:	185 unreserved parking spaces (i.e., 4.75 parking spaces/1,000 RSF) located in the Building's parking lot at no additional cost to the Tenant.

(m) Tenant's Hours of Operation:	7 a.m. to 6 p.m. Monday through Friday, and 9 a.m. to 1 p.m. on Saturdays, except New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day (on the days such holidays as are generally observed) and such other holidays as are recognized by the County of Los Angeles, California.
(n) Asbestos Report:	A report dated March 27, 2025 prepared by Hart Laboratory, Inc.
(o) Seismic Report	A report dated November 16, 2017 prepared by Department of Public Works
(p) Disabled Access Survey	A report dated April 3, 2025 prepared by CASp Experts LLC

1.2 <u>Exhibits to Lease</u>	Exhibit A - Floor Plan of Premises Exhibit B - Intentionally Omitted Exhibit C - HVAC Standards Exhibit D - Cleaning and Maintenance Schedule Exhibit E - Subordination, Non-Disturbance and Attornment Agreement Exhibit F - Tenant Estoppel Certificate Exhibit G - Community Business Enterprises Form Exhibit H - Memorandum of Lease Exhibit I - Landlord Work
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2. PREMISES

2.1 Lease of Premises

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

2.2 Intentionally Omitted

3. COMMON AREAS

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

reasonable, non-discriminatory rules and regulations regarding the use of the Common Area established by Landlord.

4. COMMENCEMENT AND EXPIRATION DATES

4.1 Term

The Term of this Lease shall commence upon the Commencement Date and terminate on the Termination Date.

4.2 Intentionally Omitted

4.3 Intentionally Omitted

4.4 Early Termination as of the Early Termination Date

Tenant shall have the one-time right to terminate this Lease at any time after the Early Termination Date specified in Section 1.1, by giving Landlord not less than two hundred seventy (270) days' prior written notice, executed by Tenant's Chief Executive Officer or his/her designee.

4.5 Intentionally Omitted

5. RENT

5.1 Base Rent

Tenant shall pay Landlord the Base Rent stated in Section 1.1 during the Term hereof within fifteen (15) days after (a) the Commencement Date, and (b) the first day of each calendar month thereafter, provided that at least fifteen (15) business days prior to the Commencement Date, Landlord must provide the Auditor-Controller (A-C) of the County of Los Angeles with the following information: (i) name and address of Landlord or other party to whom Base Rent should be paid, (ii) Landlord's federal tax ID number; (iii) name of contact person and contact information (including phone number) for Landlord; (iv) a completed IRS form W-9, and (v) evidence of insurance in compliance with Section 20.2. If Landlord fails to timely provide the information required pursuant to this Section 5.1, or to provide updates for any changed information, then Tenant shall not be required to pay Base Rent to Landlord until fifteen (15) business days after Landlord provides such information. Base Rent for any partial calendar month during the Term shall be prorated in proportion to the number of days during the Term within such calendar month.

5.2 Method of Payment and Required Information

The Tenant may, at its sole discretion, determine the most appropriate, efficient, secure, and timely form of payment for any amounts due under this Lease. Landlord further agrees that the default form of payment shall be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).

Subject to Section 5.1, the Landlord shall provide the A-C with electronic banking and related information for the Landlord and/or any other payee that the Landlord

designates to receive payment pursuant to this Lease. Such electronic banking and related information includes, but is not limited to: bank account number and routing number, legal business name, valid taxpayer identification number or TIN, a working e-mail address capable of receiving remittance advices and other payment related correspondence, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.

Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit shall supersede this requirement with respect to those payments. Upon the Commencement Date or at any time during the duration of the Lease, Landlord may submit a written request for an exemption to this requirement. Such request must be based on specific legal, business or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is necessary. The A-C, in consultation with the contracting department(s), shall decide whether to approve exemption requests.

5.3 Base Rent Adjustments

The Base Rent is subject to three percent (3%) annual increases. Accordingly, Base Rent shall be paid in the following amounts, per the following payment schedule:

<u>Period of the Term</u>	<u>Monthly Base Rent</u>
August 1, 2026 – July 31, 2027	\$107,074.00
August 1, 2027 – July 31, 2028	\$110,286.22
August 1, 2028 – July 31, 2029	\$113,594.81
August 1, 2029 – July 31, 2030	\$117,002.65
August 1, 2030 – July 31, 2031	\$120,512.73
August 1, 2031 – July 31, 2032	\$124,128.11
August 1, 2032 – July 31, 2033	\$127,851.96
August 1, 2033 – July 31, 2034	\$131,687.51
August 1, 2034 – July 31, 2035	\$135,638.14
August 1, 2035 – July 31, 2036	\$139,707.28

*Subject to the Rent Abatement set forth in Section 5.4 below.

5.4 Base Rent Abatement

The monthly rent for the month of August 2026 in the amount of \$107,074.00 shall be abated.

6. USES

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

7. HOLDOVER

If Tenant remains in possession of the Premises or any part thereof after the expiration of the Term of this Lease, such occupancy shall be a tenancy which is terminable only upon ninety (90) days written notice from Landlord or ninety (90) days written notice from Tenant's Chief Executive Officer or his/her designee at the last monthly Base Rent payable under this Lease, plus any other charges payable under this Lease, and subject to all of the terms, covenants and conditions of this Lease. If Landlord delivers a termination notice to Tenant as provided herein and Tenant fails to surrender the Premises to Landlord by the expiration of such ninety (90) day period, then no additional notice is required from Landlord prior to initiating legal proceedings.

8. COMPLIANCE WITH LAW

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

9. DAMAGE OR DESTRUCTION

9.1 Damage

If any portion of the Premises is damaged by fire or any other cause rendering the Premises totally or partially inaccessible or unusable, and the Premises may be restored to a complete architectural unit of equivalent value, condition and character that existed immediately prior to such casualty in less than one hundred eighty (180) days, then Landlord shall promptly, at Landlord's expense, repair such damage, and this Lease shall continue in full force and effect. If all or any portion of the Premises shall be made unusable by fire or other casualty, Landlord shall immediately secure the area to prevent injury to persons and/or vandalism to the improvements. Landlord shall promptly, but in any event within fifteen (15) days, cause an architect or general contractor selected by Landlord to provide Landlord and Tenant with a written estimate of the amount of time required to substantially complete the repair and restoration of the Premises and make the Premises leasable again using standard working methods. The failure to do so shall be a material default hereunder. Base Rent shall abate to the extent that the Premises are unusable by Tenant.

9.2 Tenant Termination Right

If any portion of the Premises is damaged by fire or any other cause rendering the Premises totally or partially inaccessible or unusable, and the Premises will not be restored to a complete architectural unit of equivalent value, condition and character that existed immediately prior to such casualty in less than one hundred eighty (180) days for any reason, then Tenant may terminate this Lease by giving Landlord written notice within ten (10) days after Tenant's receipt of written notice from Landlord or its agents specifying such time period of repair; and this Lease

shall terminate and the Base Rent shall be abated from the date the Premises became unusable. If Tenant does not elect to terminate this Lease, then Landlord shall promptly commence and diligently prosecute to completion the repairs to the Building or Premises, provided that insurance proceeds are available to repair the damages.

9.3 Damage In Last Year

Notwithstanding the foregoing provisions, if any material destruction to the Premises occurs during the last year of the Term, then either Landlord or Tenant may terminate this Lease by giving written notice to the other not more than thirty (30) days after such destruction, in which case:

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

9.4 Default By Landlord

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

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

10. REPAIRS AND MAINTENANCE

10.1 Landlord Representations

- (a) Landlord represents to Tenant that, to Landlord's actual knowledge as of the date hereof and on the Commencement Date:
 - i. Subject to the reports provided to Tenant as described in Section 1.1 above, the Premises, the Building, and all Common Areas (including electrical, heating, ventilating, and air conditioning ("HVAC"), mechanical, plumbing, gas and fire/life safety systems in the Building and similar building service systems) comply with all current laws, codes, and ordinances, including but not limited to the Americans With Disabilities Act, and are in reasonably good working order and condition;
 - ii. The Building and the Premises comply with all covenants, conditions, restrictions and insurance underwriter's requirements;

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

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

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

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

☐ Have not undergone inspection by a Certified Access Specialist. A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or lessor may not prohibit the

lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises.

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

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

10.2 Landlord Obligations

- (a) Landlord shall keep and maintain the Property in good condition and repair and promptly make repairs to and perform maintenance upon and replace as needed:
 - i. the structural elements of the Building, including without limitation, all permanent exterior and interior walls, floors and ceilings, foundations, roof, concealed plumbing, stairways, concealed electrical systems and intra-building telephone network cables;
 - ii. mechanical (including HVAC), electrical, plumbing and fire/life systems serving the Building;
 - iii. the Common Areas;
 - iv. exterior windows of the Building;
 - v. elevators serving the Building; and
 - vi. landscaping throughout the Building, the Building perimeter, and parking areas
 - vii. key card access system serving the Building
- (b) Landlord, at its sole cost and expense, shall also perform all maintenance and repairs to the Premises, and shall keep the Premises in good condition and repair, reasonable wear and tear excepted. For repairs that require the services of an environmental consultant, including but not limited to mold/water intrusion, asbestos, soil gases, etc., landlord shall retain the services of a qualified vendor that possess, at minimum qualifications of being a "Certified Industrial Hygienist" through the American Board of Industrial Hygiene and a minimum of 5 years of experience conducting

mold investigations. Landlord's repair obligations include, without limitation, repairs to, or replacements of:

- i. the floor covering (if such floor covering is carpeting it shall be replaced as needed, but not less often than after five (5) years of use);
 - ii. interior partitions;
 - iii. doors, door frames and hardware;
 - iv. the interior side of demising walls (which shall be repainted as needed but not less often than every five (5) years);
 - v. signage;
 - vi. emergency exit signage and battery replacement;
 - vii. HVAC equipment dedicated to the mechanical rooms housing Tenant's computer servers and related equipment; and
 - viii. Light fixtures, bulbs, tubes and ballasts.
- (c) Landlord shall, to the best of its ability, provide all reports, maintenance records, or other documentation as may be requested from time to time.

10.3 Tenant Obligations

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

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

10.4 Tenant's Right to Repair

- (a) If Tenant provides written notice (or oral notice in the event of an emergency, such as damage or destruction to or of any portion of the Building structure and/or the Building systems, and/or anything that could cause material disruption to Tenant's business) to Landlord of an event or circumstance which requires the action of Landlord with respect to repair and/or maintenance, and if Landlord fails to provide such action within a reasonable period of time given the circumstances after the giving of such notice, but in any event not later than seven (7) days after the giving of

such notice, then Tenant may proceed to take the required action (provided, however, that no such notice shall be required in the event of an emergency which threatens life or where there is imminent danger to property or a possibility that a failure to take immediate action could cause a material disruption in Tenant's normal and customary business activities). Tenant shall have access to the Building to the extent necessary to perform the work contemplated by this provision. If such action was required under the terms of this Lease to have been taken by Landlord and was not taken by Landlord within such period (unless such notice was not required as provided above), and Tenant took such required action, then Tenant shall be entitled to prompt reimbursement by Landlord of Tenant's reasonable costs and expenses in having taken such action plus interest thereon at ten percent (10%) per annum. If not reimbursed by Landlord within ten (10) business days after written notice, then Tenant shall be entitled to deduct from Base Rent payable by Tenant under this Lease the amount set forth in its invoice for such work. The remedies provided in this Section are in addition to the remedies provided in Section 15.

- (b) Notwithstanding any provisions of this Lease to the contrary, Tenant, acting through the County's Chief Executive Office, may request that the Landlord perform, supply and administer any repairs, maintenance, building services and/or alterations that are the responsibility of the Tenant, not to exceed \$5,000, as part of a separate purchase order issued by the County on Tenant's behalf. In such case, Tenant shall promptly reimburse Landlord for such costs within thirty (30) days after completion and Tenant's receipt of an applicable invoice, prior written approval from tenant and Landlord and all supporting documentation. Any improvements by Landlord shall be subject to (i) the Work Letter provisions regarding selection and bidding of contractors, Landlord-Tenant coordination and audit rights, and Tenant's remedies found in said Work Letter; and (ii) compliance with County Internal Services Department Purchasing Policy and Procedure No. A-0300, effective November 22, 2016, delivered to Landlord and incorporated by reference herein. This Section shall not apply to any Tenant Improvements as defined in Section 24.

11. SERVICES AND UTILITIES

11.1 Services

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

Landlord shall furnish heating, ventilation and air conditioning ("HVAC"), during Tenant's Hours of Operations in amounts required for the use and occupancy of the Premises for normal office purposes to a standard comparable to other first-class buildings and not less than the standard set forth in Exhibit C attached hereto. If Tenant desires HVAC after or before Tenant's Hours of Operation, then Tenant shall pay to Landlord for such usage the rate of \$85.00 per hour, per HVAC unit, with a two hour minimum per occasion. Such charges shall be paid to Landlord within thirty (30) days after Landlord's delivery of an applicable invoice. In addition, Landlord shall furnish HVAC, at Tenant's expense, at all times (i.e., twenty-four (24) hours

per day, seven (7) days per week, three hundred sixty-five (365) days per year) to the mechanical rooms housing Tenant's computer servers and related equipment. Tenant acknowledges that the existing supplemental heating, ventilation and air conditioning system ("Supplemental HVAC") which serves the Premises is currently submetered to measure the amount of electricity consumed therein during hours other than Tenant's Hours of Operation. Landlord shall cause such sub-meters to be read on a monthly basis and Tenant shall pay to Landlord for the electricity consumed by the mechanical room(s) during hours other than Tenant's Hours of Operation within thirty (30) days after Landlord's delivery of an applicable invoice.

(b) Electricity

Landlord shall furnish to the Premises not less than seven (7) watts of electric current (connected load) per square foot of rentable square feet in the Premises, for power and lighting and electric current for HVAC.

(c) Elevators

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

(d) Water

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

(e) Janitorial

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

(f) Access

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

(g) Pest Control

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

(h) Utilities

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

(i) Landscaping

Landlord, at its sole cost and expense, shall maintain all landscaping.

(j) Security

Landlord, at its sole cost and expense, shall be responsible for providing a roving security patrol for the common areas of the Building. Tenant, at its sole cost and expense, shall be responsible for providing security within the Premises (as needed).

12. TAXES

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

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

13. LANDLORD ACCESS

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

14. TENANT DEFAULT

14.1 Default

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

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

14.2 Termination

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

14.3 No Effect on Indemnity

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

15. LANDLORD DEFAULT

15.1 Remedies

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

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

15.2 Waiver

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

15.3 Emergency

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

15.4 Limitation of Liability

Notwithstanding anything to the contrary set forth in this Lease, Landlord, its managers, members, shareholders, partners, limited partners, general partners, officers, directors, contractors, agents and employees (collectively, "Landlord Parties") shall not be liable for any injury to Tenant's business or any consequential, punitive, special or exemplary damages, however occurring. Without limiting the foregoing, Landlord and the Landlord Parties shall not be liable for any claims, losses, liabilities or damages (collectively, "Losses") to the personal property of Tenant or its employees, invitees, customers, agents or contractors for any cause unless caused by gross negligence or intentional misconduct of Landlord Parties.

16. **ASSIGNMENT AND SUBLETTING**

16.1 Assignment and Subletting

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

all future obligations under this Lease. Notwithstanding the foregoing to the contrary, this Lease shall not be assigned to the Department of Corrections or Department of Probation to the extent such departments use the Premises for public facing purposes as opposed to administrative office use.

16.2 Sale

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

Upon any sale or transfer of the Property by Landlord, Landlord shall provide prior written notice of said sale or transfer to Tenant. In addition, Landlord shall provide the following information to Tenant, at Tenant's Address for Notice (set forth in Section 1.1 hereof), as a condition of Tenant's obligation to pay Base Rent to the new owner:

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

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

17. **ALTERATIONS AND ADDITIONS**

17.1 Landlord Consent

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

the requested Alterations. However, Landlord's consent shall not be required for any Alteration that satisfies all of the following criteria:

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

17.2 End of Term

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

18. **CONDEMNATION**

18.1 Controlling Terms

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

18.2 Total Taking

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

18.3 Partial Taking

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

designated by Tenant. If Tenant does not so notify Landlord within thirty (30) days after the Determination Date, all obligations of Tenant under this Lease shall remain in effect, except that Base Rent shall be equitably abated in proportion to the degree to which Tenant's use of the Premises and the Common Areas is impaired by such Condemnation.

18.4 Restoration

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

18.5 Award

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

18.6 Waiver of Statute

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

19. INDEMNIFICATION

19.1 Landlord's Indemnity

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

19.2 Tenant's Indemnity

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

20. INSURANCE

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

20.1 Waiver

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

20.2 General Insurance Provisions – Landlord Requirements

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

(a) Evidence of Coverage and Notice to Tenant

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

shall be construed as a waiver of any of the Required Insurance provisions.

- v. Certificates and copies of any required endorsements, and/or notices of cancellation shall be delivered to:

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

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

(b) Additional Insured Status and Scope of Coverage

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

(c) Cancellation of or Changes in Insurance

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

(d) Failure to Maintain Insurance

Landlord's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Lease, upon which County immediately may withhold payments due to Landlord, and/or suspend or terminate this Lease. County, at its sole discretion, may obtain damages from Landlord resulting from said breach.

Alternatively, the County may purchase the Required Insurance, and without further notice to Landlord, deduct the premium cost from sums due to Landlord or pursue Landlord reimbursement.

(e) Insurer Financial Ratings

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

(f) Landlord's Insurance Shall Be Primary

Landlord's insurance policies, with respect to any claims related to the Common Areas and Premises, shall be primary with respect to all other sources of coverage available to Tenant. Any Landlord maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Tenant coverage. Tenant's insurance policies shall be primary with respect to all of Tenant's personal property, furniture, fixtures and equipment located within the Premises.

(g) Waiver of Subrogation

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

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

Landlord's policies shall not obligate the Tenant to pay any portion of any Landlord deductible or SIR.

(i) Per Occurrence Coverage

If any part of the Required Insurance is written on a per occurrence basis, any policy retroactive date shall precede the start date of this Lease. Landlord understands and agrees it shall maintain such coverage until the date of the closing of any sale of the Building by Landlord to a third party.

(j) Application of Excess Liability Coverage

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

(k) Separation of Insureds

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

- (l) Intentionally Omitted

20.3 Insurance Coverage Types And Limits

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

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

General Aggregate:	\$ 4 million
Products/Completed Operations Aggregate:	\$ 2 million
Personal and Advertising Injury:	\$ 2 million
Each Occurrence:	\$ 2 million

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

20.4 Landlord Requirements

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

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

General Aggregate:	\$ 5 million
Products/Completed Operations Aggregate:	\$ 5 million
Personal and Advertising Injury:	\$ 3 million
Each Occurrence:	\$ 3 million

Landlord shall be permitted to maintain such coverage pursuant to an umbrella or excess polic(ies) of insurance.

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

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

21. PARKING

21.1 Tenant's Rights

Tenant shall have the right to the number of unreserved parking spaces set forth in Section 1.1, without charge, for the Term of this Lease. ~~Up to ten percent (10%) of Tenant's parking spaces may be provided as tandem parking spaces, provided Landlord, at its sole cost and expense, includes a reasonable number of parking attendants for such tandem parking, and Landlord must give sixty (60) days' advance written notification to Tenant of Landlord's election to provide tandem parking spaces. Other than such ten percent (10%) allocation;~~ No other tandem parking shall be required or allowed, and Tenant shall be entitled to full in/out privileges at all times. Tenant's parking rights shall be subject to reasonable parking rules and regulations adopted by Landlord from time to time, provided that such procedures shall be uniformly applied to all tenants. Tenant acknowledges that all unreserved parking spaces are not for the exclusive use of Tenant, rather, all such parking spaces are to be used on a non-exclusive, first-come, first-served basis by Tenant and other tenants, occupants, licensees, invitees and permittees of the Building.

21.2 Remedies

Landlord acknowledges that it is a material term of this Lease that Tenant receives all of the parking spaces to which it is entitled under this Lease for the entire Term of this Lease and that it would be impracticable and extremely difficult to fix the actual damages for a breach of such provisions. It is therefore agreed that if, for any reason whatsoever other than an emergency or Landlord's performance of its repair and maintenance obligations, ten percent (10%) or more of the parking spaces required above are not available to Tenant (in addition to the rights given to Tenant under Section 14 and Sections 9 and 17 in the event of casualty or condemnation), and, if such parking spaces are not restored to Tenant within five (5) business days after Landlord's receipt of written notice from Tenant then Tenant may:

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

22. ENVIRONMENTAL MATTERS

22.1 Hazardous Materials

Tenant shall not cause nor permit, nor allow any of Tenant's employees agents, customers, visitors, invitees, licensee, contractor, assignees or subtenants to cause or permit, any Hazardous Materials to be brought upon, stored, manufactured, generated, blended, handled, recycled, treated, disposed or used on, under or about the Premises, the Building or the Common Areas, except for routine office and janitorial supplies in usual and customary quantities stored, used

and disposed of in accordance with all applicable Environmental Laws. As used herein, "Hazardous Materials" means any chemical, substance, material, controlled substance, object, condition, waste, living organism or combination thereof, whether solid, semi solid, liquid or gaseous, which is or may be hazardous to human health or safety or to the environment due to its radioactivity, ignitability, corrosivity, reactivity, explosivity, toxicity, carcinogenicity, mutagenicity, phytotoxicity, infectiousness or other harmful or potentially harmful properties or effects, including, without limitation, molds, toxic levels of bacteria, tobacco smoke within the Premises, petroleum and petroleum products, asbestos, radon, polychlorinated biphenyls (PCBs), refrigerants (including those substances defined in the Environmental Protection Agency's "Refrigerant Recycling Rule," as amended from time to time) and all of those chemicals, substances, materials, controlled substances, objects, conditions, wastes, living organisms or combinations thereof which are now or become in the future listed, defined or regulated in any manner by any Environmental Law based upon, directly or indirectly, such properties or effects. As used herein, "Environmental Laws" means any and all federal, state or local environmental, health and/or safety-related laws, regulations, standards, decisions of courts, ordinances, rules, codes, orders, decrees, directives, guidelines, permits or permit conditions, currently existing and as amended, enacted, issued or adopted in the future which are or become applicable to Tenant, the Premises, the Building or the Common Areas.

22.2 Landlord Indemnity

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

22.3 Tenant Indemnity

Tenant agrees to indemnify, defend and hold harmless Landlord and the Landlord Parties from and against all liability, expense (including defense costs, legal fees and response costs imposed by law) and claims for damages which arise out of the presence of Hazardous Materials on the Premises caused by Tenant or Tenant's contractors, agents or employees.

The indemnification provisions of this Section 22 shall survive the expiration or earlier termination of this Lease.

23. ESTOPPEL CERTIFICATES

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

24. TENANT IMPROVEMENTS

Tenant acknowledges that there are no Tenant Improvements in connection with this Lease. However, Landlord shall perform, at Landlord's sole cost and expense, the Landlord Work set forth in Exhibit "I" attached hereto.

25. LIENS

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

26. SUBORDINATION AND MORTGAGES

26.1 Subordination and Non-Disturbance

Tenant agrees, at Landlord's option, to subordinate this Lease to the lien of any mortgages or deeds of trust now or hereafter in force against the Building; provided, however, Tenant's obligation to subordinate this Lease is expressly conditioned upon Tenant receiving a written agreement in the form of Exhibit E attached hereto and provided further that no such subordination shall affect any option to extend the Term of this Lease, right of first offer to lease additional premises, option to purchase, or right of first offer to purchase the Property included herein.

26.2 Existing Deeds of Trust

The beneficiary under any existing deed of trust affecting the Building shall provide a written agreement to Tenant in the form of Exhibit E attached hereto, within thirty (30) days after the Commencement Date, subject to any delay by Landlord's lender.

26.3 Notice of Default

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

27. SURRENDER OF POSSESSION

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

28. SIGNAGE

During the Term, Tenant shall be permitted to continue to use the signage currently being used by Tenant at the Building which consists of lobby directory and identification signage located at the entrance to the Premises.

29. QUIET ENJOYMENT

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

30. GENERAL

30.1 Headings

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

30.2 Successors and Assigns

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

30.3 Brokers

Landlord and Tenant each represent and warrant to each other that it has not engaged any broker, finder or other person who would be entitled to any commission or fees in respect of the negotiation, execution or delivery of this Lease other than CBRE, Inc. DRE #00409987 (Tom Sheets DRE#01252183 and Quint Carroll DRE#01914692) (the "Landlord's Agent") and CBRE, Inc. DRE #00409987 (Timothy Vaughan DRE #00902652) ("Tenant's Agent") and shall indemnify and hold harmless each other against any loss, cost, liability or expense incurred by the other party as a result of any claim asserted by any such broker, finder or other person on the basis of any arrangements or agreements made or alleged to have been made in variance with this representation. The terms of any commissions due shall be pursuant to a separate commission agreement between Landlord and Tenant's Agent.

30.4 Entire Agreement

This Lease (including all exhibits hereto and the Landlord's Work Letter) is the final and complete expression of Landlord and Tenant relating in any manner to the leasing, use and occupancy of the Premises, to Tenant's use of the Building and

other matters set forth in this Lease. No prior agreements or understanding pertaining to the same shall be valid or of any force or effect, and the covenants and agreements of this Lease shall not be altered, modified or added to except in writing signed by both Landlord and Tenant.

30.5 Severability

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

30.6 Notices

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

30.7 Governing Law and Venue

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

30.8 Waivers

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

30.9 Time of Essence

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

30.10 Consent

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

30.11 Community Business Enterprises

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

30.12 Memorandum of Lease

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

30.13 Counterparts; Electronic Signatures

This Lease and any other documents necessary for the consummation of the transaction contemplated by this Lease may be executed in counterparts, including both counterparts that are executed on paper and counterparts that are in the form of electronic records and are executed electronically. An electronic signature means any electronic sound, symbol or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or e-mail electronic signatures. All executed counterparts shall constitute one agreement, and each counterpart shall be deemed an original. The parties hereby acknowledge and agree that electronic records and electronic signatures, as well as facsimile signatures, may be used in connection with the execution of this Lease and electronic signatures, facsimile signatures or signatures transmitted by electronic mail in so-called pdf format shall be legal and binding and shall have the same full force and effect as if a paper original of this Lease had been delivered had been signed using a handwritten signature. Landlord and Tenant (i) agree that an electronic signature, whether digital or encrypted, of a party to this Lease is intended to authenticate this writing and to have the same force and effect as a manual signature, (ii) intended to be bound by the signatures (whether original, faxed or electronic) on any document sent or delivered by facsimile or, electronic mail, or other electronic means, (iii) are aware that the other party will rely on such signatures, and (iv) hereby waive any defenses to the enforcement of the terms of this Lease based on the foregoing forms of signature. If this Lease has been executed by electronic signature, all parties executing this document are expressly consenting under the United States Federal Electronic Signatures in Global and National Commerce Act of 2000 ("E-SIGN") and California Uniform Electronic Transactions Act ("UETA")(Cal. Civ. Code § 1633.1, et seq.), that a signature by fax, email or other electronic means shall constitute an Electronic Signature to an Electronic Record under both E-SIGN and UETA with respect to this specific transaction.

31. AUTHORITY

Only the County's Board of Supervisors ("Board of Supervisors") has the authority, by formally approving and/or executing this Lease, to bind Tenant to the terms included herein. Landlord understands that no material terms of this Lease may be altered or deleted, nor may any new material terms be added to this Lease, without the express written approval of the Board of Supervisors, either through an amendment to the Lease or by other formal board action. No County officer, employee, agent or independent

contractor has any authority to alter, add or delete the material terms of this Lease, and Landlord may not rely upon any representations to the contrary. This limitation of authority applies to all material terms of the Lease including, without limitation, any monetary ceiling established for Tenant Improvements or other project costs of Landlord which are subject to reimbursement by Tenant. Tenant shall not reimburse Landlord for any expenses which exceed this ceiling. Notwithstanding the foregoing, the Chief Executive Office of the County (the "Chief Executive Office") may take any administrative act on behalf of Tenant hereunder which does not have the effect of increasing Base Rent or other financial obligations of Tenant under this Lease, including without limitation, granting any approvals, terminating this Lease in the manner provided herein by an early termination notice or otherwise, signing estoppel certificates, signing the Commencement Date Memorandum and Confirmation of Lease Terms or subordinating this Lease. Each individual executing this Lease on behalf of Landlord represents and warrants that he or she is duly authorized to execute and deliver this Lease on behalf of Landlord, and that this Lease is binding upon Landlord in accordance with its terms.

32. ACKNOWLEDGEMENT BY LANDLORD

Landlord acknowledges that it is aware of the following provisions:

32.1 Consideration of GAIN Program Participants

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

32.2 Solicitation of Consideration

It is improper for any County officer, employee or agent to solicit consideration in any form from a landlord. A landlord shall not offer or give, either directly or through an intermediary, consideration in any form to a County officer, employee or agent who has had any involvement in the procurement, negotiation, consummation, administration or management of a lease.

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

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

32.3 Landlord Assignment

- (a) Landlord may assign, transfer, mortgage, hypothecate or encumber Landlord's right, title and interest in and to this Lease or any portion thereof

(including the right to receive rental payments but excluding its duties and obligations hereunder), and Landlord may execute any and all instruments providing for the payment of Base Rent directly to an assignee or transferee, but only if the conditions set forth in this Section are met.

- (b) Any document or agreement purporting to assign, transfer, mortgage, hypothecate or encumber Landlord's right, title and interest in and to this Lease, or any portion thereof, as security for the Landlord's obligation to repay any monetary obligation, is hereinafter referred to as a "Security Agreement." Any Security Agreement which is executed without full compliance with the requirements of this Section shall be void. It is hereby expressly agreed that a sale agreement which sets forth sale of the Building or an assignment agreement pursuant to which Landlord assigns its interest in this Lease in connection with a sale of the Building do not constitute a Security Agreement under this Lease.
- (c) Each assignee or transferee under the Security Agreement shall certify and agree in writing that such assignee or transferee has read and is familiar with the requirements of Sections 5950-5955 of California Government Code, which prohibits the offer or sale of any security constituting a fractional interest in this Lease or any portion thereof, without the prior written consent of the Tenant. Notwithstanding the foregoing, the Tenant hereby acknowledges and agrees that Landlord shall have the right to encumber the Property with CMBS (commercial mortgage backed securities) financing or other traditional real estate financing. However, Landlord may not encumber the Property through any type of bond financing vehicle, including but not limited to certificate of participation financing.
- (d) If Landlord shall be convicted by applicable Court of law of violating the provisions of Section 5951 of the California Government Code, such conviction, which is a requirement for Tenant to exercise its remedies pursuant to Section 5954 of the California Government Code, will constitute a material breach of this Lease, upon which Tenant shall have the right to exercise the remedy set forth in such Section 5954 of the California Government Code. In addition, in the event Landlord is convicted of violating Section 5951 of the California Government Code, Tenant may exercise or pursue any other right or remedy it may have under this Lease or applicable law.
- (e) Landlord shall give Tenant written notice and a copy of each and every assignment, transfer, hypothecation or encumbrance of Landlord's interest in this Lease and any instrument relating thereto (including, but not limited to, instruments providing for the payment of Base Rent directly to an assignee or transferee) at least thirty (30) days prior to the effective date thereof.
- (f) Landlord shall not furnish any information concerning Tenant or the subject matter of this Lease (including, but not limited to, offering memoranda, financial statements, economic and demographic information, and legal opinions rendered by the office of counsel for the Tenant) to any person or entity, other than purchasers, lenders and prospective purchasers and

lenders and all of their legal representatives and brokers on a need to know basis, except with Tenant's prior written consent. Landlord shall indemnify, defend and hold Tenant and its officers, agents and employees harmless from and against all claims and liability alleged to arise from the inaccuracy or incompleteness of any information furnished by Landlord in violation of this Section 32.3.

- (g) The provisions of this Section 32.3 shall be binding upon and applicable to the parties hereto and their respective successors and assigns. Whenever in this Section Landlord is referred to, such reference shall be deemed to include Landlord's successors or assigns, and all covenants and agreements by or on behalf of Landlord herein shall bind and apply to Landlord's successors and assigns, whether so expressed or not.
- (h) Notwithstanding any contrary provision contained in this Lease, Landlord shall have the right at any time and from time to time, to refinance the Building or transfer Landlord's right, title and interest in and to the Building or Property without Tenant's consent.

32.4 Smoking in County Facilities.

The Surgeon General of the United States has concluded that passive smoke exposure is the third leading cause of preventable death in the United States. The United States Environmental Protection Agency has found second-hand smoke to be a known carcinogen. It is recognized that the County has a responsibility to establish, maintain and promote a healthful and safe working environment and to reduce health and safety risks of its employees and the public at large. Tobacco smoke is a hazard to the health of County employees and the general public and represents an annoyance which should be regulated and banned in all county facilities to the end that air quality in all such facilities be improved for the preservation and improvement of the health of all County employees and the public. Therefore, to the greatest extent possible, the rights and comfort of all employees shall be respected. Reasonable effort shall be made to provide smokers a place to smoke in areas open to the sky or otherwise located outside County facilities and, except as provided under Los Angeles County, California - Code of Ordinances Chapter 2.126 ("LAMC 2.126"), all portions of County-owned facilities and all portions of facilities leased by or from the County, which areas are not open to the sky, shall be designated as "no smoking" areas. Smoking, including the use of electronic smoking devices, shall be prohibited in the following areas of County facilities: (1) Within 50 feet of any operable entry or exit door or operable window of any County building and within 25 feet of any access ramp or handicap path; (2) Within any County parking lot, parking structure, or parking garage, whether enclosed or open to the sky; or (3) Within any driving range and eating area, including outdoor eating areas, of any County golf course. International no-smoking signs and other appropriate signs which designate no-smoking areas shall be clearly, sufficiently and conspicuously posted in every room, building or other place so covered by LAMC 2.126. The manner of such posting, including the wording, size, color and place of posting, whether on the walls, doors, tables, counters, stands or elsewhere, shall be at the discretion of the building proprietor so long as clarity, sufficiency and conspicuousness are apparent in communicating the intent. (Los Angeles County, California - Code of Ordinances Chapter 2.126.)

33. INTENTIONALLY OMITTED

34. OPTION TO EXTEND.

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

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

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

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

(c) Terms and Conditions of the Extension Term. The Extension Terms shall be on all the terms and conditions of this Lease, except that the Base Rent during Extension Terms shall be equal to one hundred percent (100%) of Market Rental Value for the Premises as of the commencement of the Extension Term ("Adjusted Market Rental Value") to be determined as set forth below, including, but not limited to, the comparable rental rate, escalation, abatement, tenant improvement allowances (after first reasonably deducting the value of the existing improvements) then being offered to renewing tenants leasing space in the Santa Fe Springs and Commerce office sub-market area ("Market").

Notwithstanding any contrary provision contained herein, during the Extension Term, Landlord shall have the right, but only in connection with Landlord's redevelopment of the Building or Property, to terminate this Lease, without cause and without payment of any penalty to Tenant, upon delivering at least twenty-four (24) months prior written notice to Tenant (and, accordingly, the Lease shall terminate as of the last day of such twenty-four (24) month period).

(d) Agreement on Base Rent. Landlord and Tenant shall have ninety (90) days after Landlord receives the Notice of Intent in which to agree on the Base Rent during the

applicable Extension Term. Base Rent during the Extension Term shall be the Adjusted Market Rental Value of the Premises calculated as of the date Tenant gives its Notice of Intent with respect to its option to extend.

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

(f) Opinion. Landlord shall submit its opinion of Market Rental Value to Tenant within fifteen (15) days after Landlord's receipt of the Notice of Intent, and Tenant shall respond thereto within ten (10) days thereafter by either (a) accepting Landlord's opinion of Market Rental Value (in which case, such Market Rental Value shall be used to determine Base Rent during the Extension Term) or (b) submitting Tenant's opinion of Market Rental Value. If Landlord and Tenant cannot agree upon the Market Rental Value of the Premises within fifteen (15) days thereafter, then Landlord and Tenant within five (5) days shall each submit to each other their final written statement of Market Rental Value ("Final Statement"). Within ten (10) days thereafter Landlord and Tenant shall together appoint one real estate appraiser (who shall be a Member of the American Institute of Real Estate Appraisers) (or, if both Landlord and Tenant agree, a certified property manager with ten (10) years' experience) who will determine whether Landlord's or Tenant's Final Statement of Market Rental Value is the closest to the actual (in such appraiser's opinion) Market Rental Value of the Premises. If Landlord and Tenant cannot mutually agree upon an appraiser within said ten (10) day period, Tenant may apply to the Presiding Judge of the Superior Court for Los Angeles County, requesting said Judge to appoint the M.A.I. qualified appraiser. The appraiser so appointed shall promptly determine whether Landlord's or Tenant's Final Statement of Market Rental Value is the closest to the actual (in such appraisers' opinion) Market Rental Value of the Premises, and such Final Statement of Market Rental Value shall be the Market Rental Value used in determining Base Rent during the Extension Term. The fees and expenses of the appraiser shall be borne equally by Landlord and Tenant. The appraiser appointed or selected pursuant to this Section shall have at least ten (10) years' experience appraising commercial properties in Los Angeles County.

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

[signatures on the following page.]

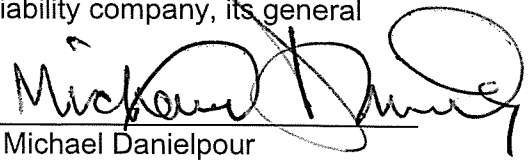
IN WITNESS WHEREOF this Lease has been executed the day and year first set forth above.

LANDLORD:

**OMNINET COMMERCE OWNER, LLC,
A Delaware LLC**

By: Omninet Commerce, LP, a Delaware limited
partnership, its sole member

By: Omninet Two GP, LLC, a California
limited liability company, its general
partner

By: 
Name: Michael Danielpour
Title: Manager of General Partner

TENANT:

COUNTY OF LOS ANGELES,
a body corporate and politic

FESIA A. DAVENPORT
Chief Executive Officer

By: _____
John T. Cooke
Assistant Chief Executive Officer

ATTEST:

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

By: _____
Deputy

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel


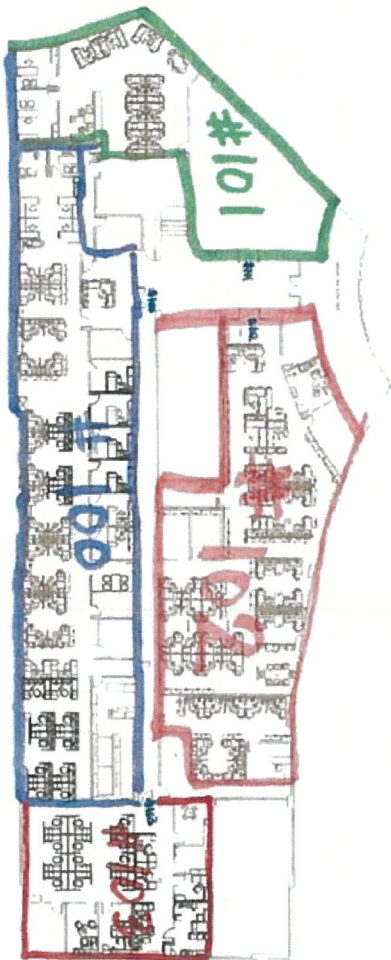
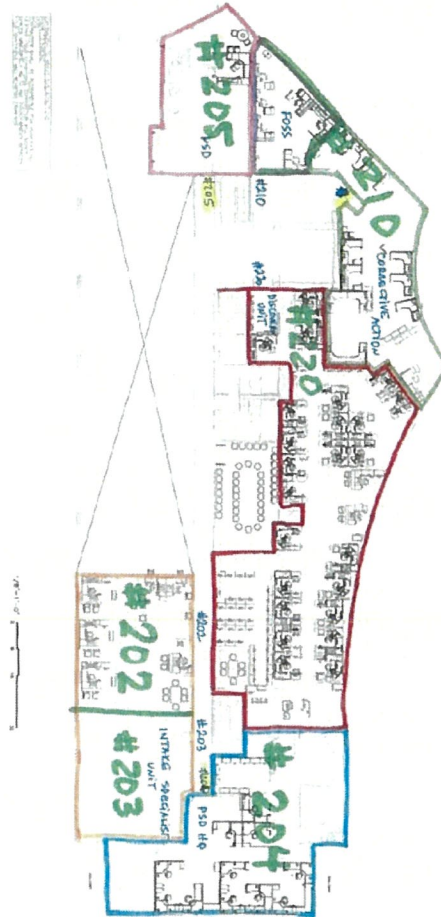
By: 
Senior Deputy

EXHIBIT A
FLOOR PLAN OF PREMISES



1st Floor



2nd floor

EXHIBIT B

INTENTIONALLY OMITTED

EXHIBIT C

HEATING, VENTILATION AND AIR CONDITIONING

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

EXHIBIT D

CLEANING AND MAINTENANCE SCHEDULE

A. DAILY (Monday through Friday)

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

B. WEEKLY

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

C. MONTHLY

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

- 20. Picture moldings and frames dusted.
- 21. Wall vents and ceiling vents vacuumed.
- 22. Carpet professionally spot cleaned as required to remove stains.
- 23. Intentionally Omitted.

D. QUARTERLY

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

E. SEMI-ANNUALLY

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

F. ANNUALLY

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

G. AS NEEDED

- 34. Premises and the sidewalks, driveways, parking areas and all means of access and egress for the Premises should be maintained in good repair, and in clean and safe condition at all times.
- 35. All lawns, shrubbery and foliage on the grounds of the Premises should be maintained in good condition and neat in appearance. Grass and shrubbery must be replanted as needed to maintain the grounds in good appearance and condition.

36. Interior and exterior pest control inspections and remediation frequency is to be determined by a licensed exterminator.
37. Carpets to be cleaned using a non-detergent, low moisture, soil encapsulation system as recommended by the carpet manufacturer. The following schedule will be maintained for carpet cleaning:
 - i. heavy traffic areas cleaned as needed, with a minimum frequency of once every six (6) months [two (2) times per year];
 - ii. moderate traffic areas cleaned as needed, with a minimum of once every six (6) months [two (2) times per year]; and
 - iii. clean light traffic areas a minimum of once per year.

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

38. All walls repainted and wall coverings replaced throughout the Premises. The paint finish should be eggshell or semi-gloss as directed by Tenant and in a color acceptable to Tenant. In no event will Landlord be required to repaint or replace wall coverings more than one (1) time in a five (5) year period (the "Occurrence") except for touch-up paint as provided in Paragraph 6.C. of this Exhibit D.
39. All HVAC ducts cleaned as needed, but no less than every five (5) years.

H. GENERAL

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

EXHIBIT E

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

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

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

)
)
)
)
)
)
)

Space above for Recorder's Use

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

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

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

Factual Background

A. Borrower owns certain real property more particularly described in the attached Exhibit A. The term "Property" herein means that real property together with all improvements (the "Improvements") located on it.

B. Lender has made or agreed to make a loan to Borrower. The Loan is or will be secured by a deed of trust or mortgage encumbering the Property (the "Deed of Trust").

C. Tenant and Borrower (as "Landlord") entered into a lease dated _____ (the "Lease") under which Borrower leased to Tenant a portion of the Improvements located within the Property and more particularly described in the Lease (the "Premises").

D. Tenant is willing to agree to subordinate certain of Tenant's rights under the Lease to the lien of the Deed of Trust and to attorn to Lender on the terms and conditions of this Agreement. Tenant is willing to agree to such subordination and attornment and other conditions, provided that Lender agrees to a non-disturbance provision, all as set forth more fully below.

Agreement

Therefore, the parties agree as follows:

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

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

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

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

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

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

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

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

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

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

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

To Lender: _____

To Borrower: Omninet Commerce Owner, LLC
9420 Wilshire Blvd., 4th Floor
Beverly Hills, CA 90212
Attention: Michael Danielpour

With a copy to:

Omninet Property Management, Inc.
9420 Wilshire Blvd., 4th Floor
Beverly Hills, CA 90212
Attention: Commercial Operations

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

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

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

By: _____
Name: _____
Title: _____

BORROWER: OMNINET COMMERCE OWNER, LLC,
A Delaware LLC

By: Omninet Commerce , LP,
A Delaware limited partnership
Its: General Partner

By: Omninet Two GP, LLC,
A California limited liability company
Its: General Partner

By: _____
Name: Michael Danielpour
Title: Manager of General Partner

LENDER: *[Insert name of Lender],*

By: _____
Name: _____
Title: _____

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

STATE OF CALIFORNIA)
) SS.
COUNTY OF _____)

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

Name of Signer(s)

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

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

WITNESS my hand and official seal.

Signature (Seal)

EXHIBIT F

TENANT ESTOPPEL CERTIFICATE

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

Attn: _____

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

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

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

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

 (b) The current Rent is set forth above.

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

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

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

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

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

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

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

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

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

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

COUNTY OF LOS ANGELES,
a body corporate and politic

By: _____
Name: _____
Title: _____

EXHIBIT G

COMMUNITY BUSINESS ENTERPRISE FORM

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

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

1. Firm Name:				3. Contact Person/Telephone Number:		
2. Address:						
				4. Total number of employees in the firm: _____		

5. Provide the number of all minority employees and women in each category.	Owners, Partners and Associate Partners		Managers		Staff	
	All O,P & AP	Women	All Managers	Women	All Staff	Women
Black/African American						
Hispanic/Latin American						
Asian American						
Portuguese American						
American Indian/Alaskan Native						
All Others						

II. PERCENTAGE OF MINORITY/WOMEN OWNERSHIP IN FIRM

1. Type of Business Structure: (Corporation, Partnership, Sole Proprietorship, Etc.) _____		
--	--	--

2. Total Number of Ownership/Partners, Etc.: _____		III. MINORITY/WOMEN-OWNED FIRM CERTIFICATION	
--	--	---	--

3. Provide the percentage of ownership in each category.	All Employees	Women	Is your firm currently certified as a minority owned business firm by the: <div style="display: flex; justify-content: space-between;"> <div>State of California? <input type="checkbox"/> Yes <input type="checkbox"/> No</div> <div>City of Los Angeles? <input type="checkbox"/> Yes <input type="checkbox"/> No</div> <div>Federal Government? <input type="checkbox"/> Yes <input type="checkbox"/> No</div> </div>
Black/African American			
Hispanic/Latin American			
Asian American			
Portuguese American			

Section D. OPTION TO PROVIDE REQUESTED INFORMATION

American Indian/Alaskan Native			<input type="checkbox"/> We do not wish to provide the information required in this form. Firm Name: _____ Signature/Title: _____ Date: _____
All Others			

EXHIBIT H

MEMORANDUM OF LEASE

RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:

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

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

MEMORANDUM OF LEASE

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

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

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

Dated: _____, 20__.

LANDLORD:

OMNINET COMMERCE OWNER, LLC,
A Delaware limited liability company

By: Omninet Commerce, LP, a Delaware
limited partnership, its sole member

By: Omninet Two GP, LLC, a California
limited liability company, its general
partner

By: _____

Name: Michael Danielpour
Title: Manager of General Partner

TENANT:

COUNTY OF LOS ANGELES,
a body corporate and politic

FESIA A. DAVENPORT
Chief Executive Officer

By: _____
John T. Cooke
Assistant Chief Executive Officer

ATTEST:

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

By: _____
Deputy

APPROVED AS TO FORM:

DAWYN R. HARRISON
Interim County Counsel

By: _____
Senior Deputy

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

STATE OF CALIFORNIA)
) SS.
COUNTY OF _____)

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

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

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

WITNESS my hand and official seal.

Signature (Seal)

EXHIBIT I

LANDLORD WORK

Upon approval of this Lease by the Board of Supervisors and full execution of this lease by both parties, Landlord shall complete the following Maintenance and Tenant Improvement items within 12 months of Lease Commencement:

Maintenance Items:

- Repair or replace magnetic sensor locking mechanism to the Hallway exit door.
- Repair, replace or install hot water heaters in bathrooms.
- Repair or replace problem toilets that have low pressure/won't flush.
- Redistribute HVAC ducting and controls throughout the Premises as needed to resolve. Tenant, shall at Tenant's expense, maintain or replace any existing supplemental units that operate 24 hours per day, 7 days per week.
- Repair leaks throughout the various location in the Premises.
- At the beginning of Year Five of the Lease, Landlord to Shampoo and/or steam clean carpets throughout entire building. Repair or replace damaged or stained carpet tiles.
- Repair or replace Electric vehicle charging stations.

Tenant Improvement Items:

- Upgrade to LED lighting throughout including fixtures and lenses.
- Replace ceiling tiles as needed throughout.
- New paint throughout the Premises.
- Upgrade window tinting with ceramic window tint throughout the Premises.
- Install new circuits and breakers as required. Confirm and/or upgrade electrical power to original lease specifications (7 watts per sq.ft.).
- Seal all exterior windows.
- Reseal outside decks to prevent leaks into the Premises.
- Air balancing needed throughout. Provide HVAC report to Tenant.
- Landlord to provide new carpet tiles throughout the Premises.

MD

**BOARD LETTER/MEMO
CLUSTER FACT SHEET**

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	10/1/2025	
BOARD MEETING DATE	10/21/2025	
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)	DISTRICT ATTORNEY	
SUBJECT	AUTHORIZE THE LOS ANGELES COUNTY DISTRICT ATTORNEY'S OFFICE TO ENTER INTO AN AGREEMENT AND ACCEPT GRANT FUNDS FROM THE CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES FOR THE PANDEMIC UNEMPLOYMENT ASSISTANCE AND UNEMPLOYMENT INSURANCE ANTI-FRAUD PROGRAM FOR THE GRANT PERIOD FROM JULY 1, 2025, THROUGH MARCH 31, 2026.	
PROGRAM	PANDEMIC UNEMPLOYMENT ASSISTANCE AND UNEMPLOYMENT INSURANCE ANTI-FRAUD (PG) PROGRAM	
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why:	
SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No – Not Applicable	
DEADLINES/ TIME CONSTRAINTS	NONE	
COST & FUNDING	Total cost: \$500,000	Funding source: THE CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES (STATE GENERAL FUND)
	TERMS (if applicable): JULY 1, 2025, THROUGH MARCH 31, 2026	
	Explanation:	
PURPOSE OF REQUEST	This Board Letter requests the County of Los Angeles Board of Supervisors to authorize the Los Angeles County District Attorney's Office (LADA) to accept grant funds and enter into a grant agreement with the California Governor's Office of Emergency Services (Cal OES) for the Pandemic Unemployment Assistance and Unemployment Insurance Anti-Fraud Grant (PG) Program for grant period from July 1, 2025, through March 31, 2026, in the amount of \$500,000; to delegate authority to the District Attorney (DA), or designee, to execute the grant agreement and serve as Project Director for the program. This also includes authorization to sign and approve any revisions, subsequent amendments, modifications, and/or extensions to Cal OES agreements that have no net County cost impact to the County of Los Angeles and subject to County Counsel approval as to form; and to apply, submit, and execute all required grant application documents, including assurances and certifications, when and if such future and similar funding becomes available; and to sign and affix a wet, stamp, or electronic signature to the attached Grant Subaward Certification of Assurance of Compliance.	

BACKGROUND (include internal/external issues that may exist including any related motions)	<p>In 2020, the California State Budget allocated \$5 million to Cal OES to provide funding assistance to law enforcement agencies and district attorneys to help cover pandemic-era fraud investigation and prosecution costs. Cal OES, in collaboration with the California Employment Development Department (EDD), established a process using existing fraud task forces to disburse funds to these entities.</p> <p>In 2022, the California State Budget allocated an additional \$5 million – this time to EDD – to further these efforts. However, to continue to ensure efficient and equitable distribution of funding across the state, EDD has contracted with Cal OES to administer this new funding. The purpose of the PG Program is to provide funding to district attorneys for the investigation and prosecution of Pandemic Unemployment Assistance (PUA) and Unemployment Insurance (UI) fraud crimes, which spiked during the COVID-19 pandemic emergencies. District attorneys are encouraged to work with county and/or municipal law enforcement agencies on investigatory work related to PUA/UI fraud crimes for the purpose of successfully prosecuting these cases. PUA/UI fraud crimes are violations of Cal. Unemp. Ins. Code §§ 2101 and 2114; Cal. Penal Code §§487, 496, and 530.5; or any fraud offenses relating to COVID-19 pandemic-related insurance programs administered by EDD, or the U.S. Department of Labor.</p>
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 action is consistent with the Los Angeles County Strategic Plan, North Star No.1, Make Investments that Transform Lives: Los Angeles County is a highly responsive organization investing in solutions that address our most complex societal challenges (health, jobs, housing, food insecurity, and recidivism) affecting our most vulnerable communities – one person at a time; and North Star No.3, Realize Tomorrow's Government Today: The increasingly dynamic and complex environment challenges our collective abilities to respond to public needs and expectations. Los Angeles County is an innovative, flexible, effective, and transparent partner focused on advancing the common good and being fiscally responsible.
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Nardeen Elia, Grants and Contracts Analyst (213) 257-2806 NElia@da.lacounty.gov



NATHAN J. HOCHMAN
LOS ANGELES COUNTY DISTRICT ATTORNEY

HALL OF JUSTICE
211 WEST TEMPLE STREET LOS ANGELES, CA 90012 (213) 974-3500

October 21, 2025

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012-2726

Dear Supervisors:

**AUTHORIZE THE LOS ANGELES COUNTY DISTRICT ATTORNEY'S OFFICE
TO ENTER INTO AN AGREEMENT AND ACCEPT GRANT FUNDS
FROM THE CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES
FOR THE PANDEMIC UNEMPLOYMENT ASSISTANCE AND
UNEMPLOYMENT INSURANCE ANTI-FRAUD PROGRAM
FOR THE GRANT PERIOD FROM JULY 1, 2025, THROUGH MARCH 31, 2026
(ALL DISTRICTS) (3-VOTES)**

SUBJECT

The Los Angeles County District Attorney's Office (LADA) is requesting the Board for the authority to accept grant funds and enter into a grant agreement with the California Governor's Office of Emergency Services (Cal OES) for the Pandemic Unemployment Assistance and Unemployment Insurance Anti-Fraud Grant (PG) Program. The funding for this program is supported through the California State General Fund Budget with Cal OES Identification Number 037-95047-19 and Subaward Number PG23-01-0190.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Authorize LADA to accept grant funds and enter into a grant agreement with Cal OES for the PG Program for grant period from July 1, 2025, through March 31, 2026, in the amount of \$500,000. There is no required County match for this grant.
2. Request the Chair of the Board of Supervisors to sign and affix a wet, stamp, or electronic signature to the attached Grant Subaward Certification of Assurance of Compliance form required to complete the grant application.
3. Delegate authority to the District Attorney (DA), or designee, to execute the grant agreement and serve as Project Director for the program. This also includes authorization to sign and

approve any revisions, subsequent amendments, modifications, and/or extensions to Cal OES agreements that have no net County cost impact to the County of Los Angeles and subject to County Counsel approval as to form; and to apply, submit, and execute all required grant application documents, including assurances and certifications, when and if such future and similar funding becomes available.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended actions is to fund the Deputy District Attorneys and District Attorney Investigators for the investigation and prosecution of Pandemic Unemployment Assistance (PUA) and Unemployment Insurance (UI) fraud crimes, which spiked during the COVID-19 pandemic emergencies. LADA will conduct its investigation with a reasonable belief that it could lead to the filing of administrative, civil, or criminal proceedings, or that relevant criminal activity is ongoing and for which there is reasonable anticipation of securing an arrest or prosecution in the foreseeable future for violations.

The program will be implemented through four key components: staffing, investigative operations, legal action, and evaluation/reporting: 1) Staffing – Grant-funded personnel will be identified including, Investigators, Analysts, Data Scientists, and legal staff. The personnel intended to be included in this program will already be trained and prepared to proceed with their respective duties; 2) Investigative Operations - The investigative team will launch proactive and reactive investigations based most on data analytics from data provided by the Employment Development Department. Analysts and Data Scientists will flag anomalies in claims data and process the data for the investigators' use, while Investigators conduct fieldwork, interviews, and evidence collection; 3) Legal Action and Prosecution – The legal team (Attorneys, Paralegals, and Administrative Assistants) will work closely with Investigators to review cases, file charges, and carry prosecutions through to resolution. This includes preparing legal documents, attending court proceedings, and ensuring due process is followed; and 4) Evaluation and Reporting – Ongoing monitoring and evaluation, as required by the program, will track the progress of all programmatic components. Key performance indicators, such as the number of investigations initiated, ongoing and completed prosecutions, and funds recovered, will be regularly reviewed. Findings will be reported to the funding agency through monthly reports, ensuring transparency and continuous improvement.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

Approval of the recommended action is consistent with the Los Angeles County Strategic Plan, North Star No.1, Make Investments that Transform Lives: Los Angeles County is a highly responsive organization investing in solutions that address our most complex societal challenges (health, jobs, housing, food insecurity, and recidivism) affecting our most vulnerable communities, one person at a time; and North Star No.3, Realize Tomorrow's Government Today: The increasingly dynamic and complex environment challenges our collective abilities to respond to public needs and expectations. Los Angeles County is an innovative, flexible,

effective, and transparent partner focused on advancing the common good and being fiscally responsible.

FISCAL IMPACT/FINANCING

Funding for the PG Program was incorporated into the LADA Operating Budget for FY 2025-26 as part of the County's annual budget process. The program provides reimbursement funding of up to \$500,000 to LADA for the grant period from July 1, 2025, through March 31, 2026. Ninety-eight percent of the funds will be directed toward frontline investigative and prosecutorial efforts, and it will support salaries and employee benefits for four Investigators and one Deputy District Attorney at forty percent for each position and one Administrative Services Manager at ten percent. The remaining two percent will be used for allowable administrative and operational costs associated with the program. There is no net County cost associated with the recommended actions.

If funding for this program were to be terminated, an evaluation would be conducted to determine whether the program would be continued, with costs absorbed by LADA or discontinued with staff attrition or reallocation to vacant budgeted positions.

FACTS AND PROVISIONS/LEGAL REQUIREMENT

PUA and UI fraud crimes are violations of California Unemployment Insurance Code §§ 2101 and 2114; California Penal Code §§ 487, 496, and 530.5; or any fraud offenses relating to COVID-19 pandemic-related insurance programs pursuant to California Penal Code § 186.2(a)(34)(B) which are administered by the California Employment Development Department or the United States Department of Labor.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

This program does not propose attorney staff augmentation and has no adverse impact on existing services. Therefore, the Board Motion of December 15, 1998, requiring clearance with the Alternate Public Defender, Probation, Public Defender, and Sheriff's Departments, is not applicable.

Reimbursement received through this program will support public safety efforts while reducing reliance on the County General Fund.

CONCLUSION

Following Board approval, the Executive Officer-Clerk of the Board is requested to return one copy of the adopted Board letter to Ms. Nardeen Elia of the LADA, Grants and Contracts Section

The Honorable Board of Supervisors

October 21, 2025

Page 4

at 211 West Temple Street, Suite 200, Los Angeles, California 90012-3205. Any questions may be directed to Ms. Nardeen Elia at (213) 257-2806, or at NElia@da.lacounty.gov.

Respectfully submitted,



NATHAN J. HOCHMAN
District Attorney

ne

c: Executive Officer, Board of Supervisors
Chief Executive Officer
County Counsel

Los Angeles County Chief Executive Office
Grant Management Statement for Grants \$100,000 or More

Department	DISTRICT ATTORNEY'S OFFICE
------------	----------------------------

Grant Project Title and Description	Pandemic Unemployment Assistance and Unemployment Insurance Anti-Fraud Grant (PG) Program
<p>The Pandemic Unemployment Assistance and Unemployment Insurance Anti-Fraud Grant (PG) Program is to allow deputy district attorneys and district attorney investigators for the investigation and prosecution of Pandemic Unemployment Assistance (PUA) and Unemployment Insurance (UI) fraud crimes, which spiked during the COVID-19 pandemic emergencies. LADA will conduct its investigation with a reasonable belief that it could lead to the filing of administrative, civil, or criminal proceedings, or that relevant criminal activity is ongoing and for which there is reasonable anticipation of securing an arrest or prosecution in the foreseeable future for violations.</p>	

Funding Agency	Program (Fed. Grant #/State Bill or Code #)	Grant Acceptance Deadline
California Governor's Office of Emergency Services (Cal OES)	PG23 01 0190	N/A

Total Amount of Grant Funding	\$500,000	County Match	\$0
Grant Period	Begin Date: July 1, 2025	End Date:	March 31, 2026
Number of Personnel Hired Under This Grant	Full Time: 0	Part Time:	6

Obligations Imposed on the County When the Grant Expires

Will all personnel hired for this program be informed this is a grant-funded program?	Yes	<u>X</u>	No	_____
Will all personnel hired for this program be placed on temporary ("N") items?	Yes	<u>X</u>	No	_____
Is the County obligated to continue this program after the grant expires?	Yes	_____	No	<u>X</u>
If the County is not obligated to continue this program after the grant expires, the Department will:				
a.) Absorb the program cost without reducing other services	Yes	_____	No	<u>X</u>
b.) Identify other revenue sources (describe below)	Yes	_____	No	<u>X</u>

c.) Eliminate or reduce, as appropriate, positions/program costs funded by the grant.	Yes	<u>X</u>	No	_____

Impact of additional personnel on existing space:

N/A. LADA will utilize existing staff and spaces.

Other requirements not mentioned above:

N/A

Department Head Signature

Nathan J. Hochman

Digitally signed by Nathan J.
Hochman

Date: 2025.09.05 09:43:31 -07'00' Date

NATHAN J. HOCHMAN



Tuesday, September 9, 2025

Submission ID 6332520961513850709

Supplemental Declaration Form

Department Name

District Attorney

Department Point of Contact:

Name

Nardeen Elia

Email

nelia@da.lacounty.gov

Phone Number

(213) 257-2806

Title of Proceeding

AUTHORIZE THE LOS ANGELES COUNTY DISTRICT ATTORNEY'S OFFICE TO ENTER INTO AN AGREEMENT AND ACCEPT GRANT FUNDS FROM THE CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES FOR THE PANDEMIC UNEMPLOYMENT ASSISTANCE AND UNEMPLOYMENT INSURANCE ANTI-FRAUD PROGRAM FOR THE GRANT PERIOD FROM JULY 1, 2025, THROUGH MARCH 31, 2026 (ALL DISTRICTS) (3-VOTES)

Agenda Date

Tuesday, October 21, 2025

Type of Proceeding

Contract

Was the contract legally required to be awarded to the lowest responsible bidder with a responsive bid?

No

Will you be uploading a Supplemental Declaration Form Excel Spreadsheet or completing the online form?

Online Form

Are you submitting this form as for a Party or a Participant?

Party

Individual/Company Name

California Office of Emergency Services (CalOES)

List any parent, subsidiary, related entities, and any other entities that are directed or controlled by the individual/Company?

N/A

List all individuals who have the authority to make decisions for the Individual/Company about

making contributions to a County Officer, regardless of whether you or the Individual/Company have actually made a contribution? Please include the Name and Title of the Individual below.

Name of Individual	Title of Individual
Mary Rucker	Director or Designee

List all subcontractors named in the bid

N/A

List names of all individuals or entities (i.e., agents, law firms, consultants) who communicated with the County on behalf of the Individual/Company

Name of Individual or Entity	If an Individual, Name of Their Employer
Mary Rucker	Director or Designee

Will this Individual/Company be awarded the contract?

No

In the past 12 months, did the individual/company applicant, any of the parent, subsidiary, or related entities, or any of the agents named above disclose making a contribution to a County officer that, when added together, is more than \$500 in total contributions to that officer?

No

Date of Submission

Tuesday, September 9, 2025

PARTICIPANTS

A participant may be an individual or company who contacted your department to oppose or support the contract, application, bid, proposal, license, franchise, or other entitlement for use and who may have a financial interest in the decision. List the participant in the "Individual/Company" field below.

Supplemental Declaration Form

Instructions

This form is required by the County of Los Angeles ("County") for departments to provide information about all parties, participants, and their agents, for all licenses, permits, contracts, and other entitlements for use issued by the County.

This form requires your department to report the names of individuals or entities, that may have potentially contributed to County officers, as defined in the Levine Act, by:

All individual bidders/proposers and applicants.

- All companies submitting bids/proposals or applications on behalf of themselves or others.
- All agents, lobbyists, or representatives paid to represent a bidder/proposer or applicant.
- Any "Financially Interested Participant" who actively supports or opposes a bid/proposal or application.

Additionally, if any of the individuals or entities listed above have disclosed to your department that they have made a contribution to a County officer, this form also requires you to provide the details of that contribution, including the contributor, the name of the officer who received the contribution, the amount contributed, and the date of contribution.

Submitting the form:

You may only submit one online Supplemental Declaration Form for each Party or Participant. For multiple Party or Participant submissions, you may download the Excel Supplemental Declaration Form template to complete and upload to the online Supplemental Declaration Form. Information for the Excel template must be entered in the correct columns; otherwise, inaccurate submissions may delay or rescind your submission. Once you have uploaded your completed Supplemental Declaration Form, submit the completed form by clicking on the "Submit" button at the bottom of the page.

If you are completing the online Supplemental Declaration Form, a PDF copy of your completed form will be sent to the email address indicated on the Supplemental Declaration Form. If you submit an Excel Supplemental Declaration form, you will receive an e-mail confirming that you submitted the file, but a copy of the file will not be attached to the e-mail.

Regardless of whether you submit an online Supplemental Declaration Form or an Excel Supplemental Declaration form, please keep a copy of the PDF confirmation of your completed form, and/or copy of your uploaded Excel Supplemental Declaration form for reference and in accordance with your department's policies and any applicable laws.

Please read all instructions carefully before completing this form. Incomplete or inaccurate information may result in significant delays in processing a license, permit, contract, or other entitlement to be placed on the Board's agenda.

1. How to Collect the Information

- Information required to complete this form may be obtained through your department's application or contracting process, such as from solicitation documents or application forms, or from information that the department has otherwise obtained through communication with the applicant, bidder, or proposer, or any participants.
- The department is not required to proactively investigate a potential participant's financial interest in a proceeding by reviewing public records or questioning the individual.

2. Information required:

Department Information

Complete this section with your Point of Contact to address any questions about the license, permit, contract, or other entitlement to be placed on the Board's agenda. Also, include the Title of the Proceeding (i.e. Board letter title or contract name) and the date the contract will be placed on the Board's agenda.

Spreadsheet or Online Form

For multiple Party or Participant submissions, you may download the Excel Supplemental Declaration Form template to complete and upload to the online Supplemental Declaration Form. Information for the Excel template must be entered in the correct columns; otherwise, inaccurate submissions may delay or rescind your submission.

If you select "Online Form," additional questions will appear and prompt you to provide the relevant Levine

Act information.

Parties or Participants

Select "Party" or "Participant" to indicate whether you are providing information about a Party or a Participant.

A "Party" is any person, company or entity who has applied for, or is the subject of, the proceeding. All applicants, bidders, or proposers for the contract, including those who were not selected or who were disqualified are also considered parties.

A "Participant" or Financially Interested Participant is any person or entity with a financial interest in the proceeding and who has communicated with an officer or employee of the County to support or oppose a particular outcome, such as:

- A non-applicant business or property owner who will be financially impacted by the decision;
- Individuals or entities who may financially benefit from a decision in a proceeding, such as investors, who have communicated with the agency or otherwise acts to influence the decision in a proceeding;
- Other individuals or entities, actively advocating for or against a bid/proposal or application.

If the applicant, bidder, or proposer has multiple parent companies, subsidiary companies, related business entities/dbas, subcontractors, other entities that are directed or controlled by the party or participant, individuals or entities who communicate with the County on their behalf, select the "Add Name/Entity" button to generate an additional field in which to enter the name. Please enter only one name per field.

Contributions

If a Party or Participant has disclosed to you or your Department making a contribution to a County officer that, when added together, is more than \$500 in total contributions to that officer, please select "Yes". If not, select "No".

If "Yes" is selected, complete the boxes as instructed. Add Rows for additional names of contributors.

3. Deadline for Submission:

This form must be submitted at least 45 days prior to the Board Meeting date, otherwise, the item may be withheld from being placed on the Board's agenda.

Questions:

Please click on the following links to respond to your questions.

- [Resources](#)
- Contact the EO Levine Act via email at EOLevineAct@bos.lacounty.gov.

**BOARD LETTER/MEMO
CLUSTER FACT SHEET**

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	10/1/2025	
BOARD MEETING DATE	10/21/2025	
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)	DISTRICT ATTORNEY	
SUBJECT	AUTHORIZE THE LOS ANGELES COUNTY DISTRICT ATTORNEY'S OFFICE TO ENTER INTO AN AGREEMENT AND ACCEPT GRANT FUNDS FROM THE STATE OF CALIFORNIA-TRANSPORTATION AGENCY, DEPARTMENT OF CALIFORNIA HIGHWAY PATROL FOR THE CANNABIS TAX FUND GRANT PROGRAM FOR THE GRANT PERIOD FROM JULY 1, 2025, THROUGH JUNE 30, 2026	
PROGRAM	CANNABIS TAX FUND GRANT PROGRAM	
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why:	
SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No – Not Applicable	
DEADLINES/ TIME CONSTRAINTS	NONE	
COST & FUNDING	Total cost: \$36,933	Funding source: STATE OF CALIFORNIA-TRANSPORTATION AGENCY, DEPARTMENT OF CALIFORNIA HIGHWAY PATROL
	TERMS (if applicable): JULY 1, 2025, THROUGH JUNE 30, 2026	
	Explanation:	
PURPOSE OF REQUEST	This Board Letter requests the County of Los Angeles Board of Supervisors to authorize the Los Angeles County District Attorney's Office (LADA) to accept grant funds and enter into a grant agreement with the State Of California-Transportation Agency, Department Of California Highway Patrol for the Cannabis Tax Fund Grant Program (CTFGP) for the grant period from July 1, 2025, through June 30, 2026, in the amount of \$36,933, and to delegate authority to the District Attorney (DA), or designee, to execute the grant agreement and serve as Project Director for the program. This also includes authorization to sign and approve any revisions, subsequent amendments, modifications, and/or extensions to CTFGP agreements that have no net County cost impact to the County of Los Angeles and subject to County Counsel approval as to form; and to apply, submit, and execute all required grant application documents, including assurances and certifications, when and if such future and similar funding becomes available.	

BACKGROUND (include internal/external issues that may exist including any related motions)	<p>Pursuant to the passage of Proposition 64, the Control, Regulate, and Tax Adult Use of Marijuana Act (AUMA), California voters mandated the State set aside funding for the CHP to award grants to local governments and qualified nonprofit organizations, as described in Revenue and Taxation Code Section 34019(f)(3)(B). This mandate resulted in the establishment of the CTFGP and marked an important step toward reducing impaired-driving crashes, increasing public awareness surrounding the dangers of impaired driving, and making California's roadways a safer place to travel.</p> <p>The CHP is authorized by the California Vehicle Code to adopt and enforce such rules and regulations as it may be necessary to carry out the duties of the Department. These rules and regulations are subject to the procedures contained in the California Government Code and as specified by the California Office of Administrative Law. Regulations adopted by the department are contained in the California Code of Regulations, Title 13, Division 2, Chapter 13, Sections 1890.00-1890.27.</p>
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 action is consistent with the County of Los Angeles Strategic Plan, North Star No. 2, Foster Vibrant And Resilient Communities: Investments in the lives of County residents are sustainable only when grounded in strong communities. Los Angeles County, with the support of a network of public/private partners, faith-based organizations, community-based organizations, philanthropic organizations, and local governments, will foster vibrant and resilient communities; and North Star No.3, Realize Tomorrow's Government Today: The increasingly dynamic and complex environment challenges our collective abilities to respond to public needs and expectations. Los Angeles County is an innovative, flexible, effective, and transparent partner focused on advancing the common good and being fiscally responsible.
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Talin Keledjian, Grants and Contracts Analyst (213) 257-2804 TKeledjian@da.lacounty.gov



NATHAN J. HOCHMAN
LOS ANGELES COUNTY DISTRICT ATTORNEY

HALL OF JUSTICE
211 WEST TEMPLE STREET LOS ANGELES, CA 90012 (213) 974-3500

October 21, 2025

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012-2726

Dear Supervisors:

**AUTHORIZE THE LOS ANGELES COUNTY DISTRICT ATTORNEY'S OFFICE
TO ENTER INTO AN AGREEMENT AND ACCEPT GRANT FUNDS
FROM THE STATE OF CALIFORNIA-TRANSPORTATION AGENCY,
DEPARTMENT OF CALIFORNIA HIGHWAY PATROL
FOR THE CANNABIS TAX FUND GRANT PROGRAM
FOR THE GRANT PERIOD FROM JULY 1, 2025, THROUGH JUNE 30, 2026
(ALL DISTRICTS) (3-VOTES)**

SUBJECT

The Los Angeles County District Attorney's Office (LADA) is requesting the Board for the authority to accept grant funds and enter into a grant agreement with the State of California-Transportation Agency, Department of California Highway Patrol (CHP) for the Cannabis Tax Fund Grant Program (CTFGP). The funding for this program is allocated pursuant to the California Revenue Taxation Code Section 34019(f)(3)(B) and in accordance with the California Code of Regulations, Title 13, Division 2, Chapter 13, Sections 1890.00-1890.27.

IT IS RECOMMENDED THAT YOUR BOARD

1. Authorize the LADA to accept grant funds and enter into a grant agreement with the CHP for the CTFGP for the grant period from July 1, 2025, through June 30, 2026, in the amount of \$36,933. There is no required County match for this grant.
2. Delegate authority to the District Attorney (DA), or designee, to execute the grant agreement and serve as Project Director for the program. This also includes authorization to sign and approve any revisions, subsequent amendments, modifications, and/or extensions to CTFGP agreements that have no net County cost impact to the County of Los Angeles and subject to County Counsel approval as to form; and to apply, submit, and execute all required grant application documents, including assurances and certifications, when and if such future and similar funding becomes available.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended actions is to educate the public regarding the dangers of impaired driving under the influence of alcohol and other drugs, including cannabis and cannabis products, to enforce impaired-driving laws on the roadway, and to improve LADA's effectiveness through training and development strategies.

LADA proposes to use the funds to further support law enforcement agencies within Los Angeles County by assisting them with additional staffing and checkpoint material and supplies during their saturation patrol operations. LADA's Bureau of Investigation officers will assist law enforcement agencies by supplementing additional staff during saturation patrol operations. This increases familiarity and communication within the agencies which results in more successful convictions of driving under the influence violators.

In addition, the grant funds will assist LADA with a multi-faceted project focusing on enhanced enforcement, training, and community engagement to reduce impaired-driving incidents. It aims to support LADA's Driving Under the Influence Training and Prosecution Section (DTAPS) in its mission to handle complex vehicular homicides, advise law enforcement, and provide training on DUI-related issues.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

Approval of the recommended action is consistent with the County of Los Angeles Strategic Plan, North Star No. 2, Foster Vibrant and Resilient Communities: Investments in the lives of County residents are sustainable only when grounded in strong communities. Los Angeles County, with the support of a network of public/private partners, faith-based organizations, community-based organizations, philanthropic organizations, and local governments, will foster vibrant and resilient communities; and North Star No.3, Realize Tomorrow's Government Today: The increasingly dynamic and complex environment challenges our collective abilities to respond to public needs and expectations. Los Angeles County is an innovative, flexible, effective, and transparent partner focused on advancing the common good and being fiscally responsible.

FISCAL IMPACT/FINANCING

The California State Controller's Office appropriated CTFGP funds to provide alternative funding sources to augment, but not supplant, current local agencies' activities and

programs. The CHP will allocate funds for the project categories in accordance with California Code of Regulations (CCR) Sections 1890.05 through 1890.07, as determined by the CHP.

LADA's Bureau of Investigation proposes to use \$36,933 in grant funds to support law enforcement agencies during their saturation patrol operations, which will result in more successful convictions of DUI violators. Furthermore, the grant funds will enhance LADA's

programs through targeted enforcement, comprehensive training, and innovative community engagement strategies, providing a unique and impactful educational experience for the community, while also enhancing the pre-planning and execution of DUI enforcement operations. To increase involvement within the community, LADA will seek high schools within Los Angeles County with a current impaired driving program to assist with their current curriculum to raise the awareness on impaired driving.

If funding for this program were to be terminated, an evaluation would be conducted to determine whether the program would be continued, with costs absorbed by LADA or discontinued with staff attrition or reallocation to vacant budgeted positions.

FACTS AND PROVISIONS/LEGAL REQUIREMENT

Pursuant to the passage of Proposition 64, the Control, Regulate, and Tax Adult Use of Marijuana Act (AUMA), California voters mandated the State set aside funding for the CHP to award grants to local governments and qualified nonprofit organizations, as described in Revenue and Taxation Code Section 34019(f)(3)(B). This mandate resulted in the establishment of the CTFGP and marked an important step toward reducing impaired-driving crashes, increasing public awareness surrounding the dangers of impaired driving, and making California's roadways a safer place to travel.

The CHP is authorized by the California Vehicle Code to adopt and enforce such rules and regulations as it may be necessary to carry out the duties of the Department. These rules and regulations are subject to the procedures contained in the California Government Code and as specified by the California Office of Administrative Law. Regulations adopted by the Department are contained in the California Code of Regulations, Title 13, Division 2, Chapter 13, Sections 1890.00-1890.27.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

This program does not propose attorney staff augmentation and has no adverse impact on existing services. Therefore, the Board Motion of December 15, 1998, requiring clearance with the Alternate Public Defender, Probation, Public Defender, and Sheriff's Departments, is not applicable.

Reimbursement received through this program will support public safety efforts while reducing reliance on the County General Fund.

CONCLUSION

Following Board approval, the Executive Officer-Clerk of the Board is requested to return one copy of the adopted Board letter to Ms. Talin Keledjian of the LADA, Grants and Contracts Section at 211 West Temple Street, Suite 200, Los Angeles, California 90012-3205. Any

The Honorable Board of Supervisors

October 21, 2025

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questions may be directed to Ms. Talin Keledjian at (213) 257-2804, or at
TKeledjian.da.lacounty.gov.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Nathan J. Hochman", with a stylized flourish at the end.

NATHAN J. HOCHMAN

District Attorney

tk

c: Executive Officer, Board of Supervisors
Chief Executive Officer
County Counsel

1. GRANT TITLE FY25/26 CTFGP Law Enforcement - Los Angeles County District Attorney's Office - Bureau of Investigation	
2. NAME OF ORGANIZATION/AGENCY Los Angeles County District Attorney's Office - Bureau of Investigation	
3. ORGANIZATION/AGENCY SECTION TO ADMINISTER GRANT	
4. PROJECT PERFORMANCE PERIOD From: 07/01/2025 To: 06/30/2026	5. PURCHASE ORDER NUMBER
6. GRANT OPPORTUNITY INFORMATION DESCRIPTION Law Enforcement grants provide financial assistance to allied agencies for the education, prevention, and the enforcement of laws related to driving under the influence of alcohol and other drugs, including cannabis and cannabis products. The intent of the program is to educate the public regarding the dangers of impaired driving, enforce impaired driving laws on the roadway, and improve the Organization/Agency's effectiveness through training and development of new strategies.	
7. FUNDS ALLOCATED UNDER THIS GRANT AGREEMENT SHALL NOT EXCEED \$36,933.00	
8. TERMS AND CONDITIONS The Grantee agrees to complete the Project, as described in the Project Description. The Grantee's Grant Application, and the California Code of Regulations, Title 13, Division 2, Chapter 13, Sections 1890.00-1890.27, are hereby incorporated into this Grant Agreement by reference. The parties hereto agree to comply with the Terms and Conditions of the following attachments: <ul style="list-style-type: none">• Schedule A – Project Description, Problem Statement, Goals and Objectives, and Method of Procedure• Schedule B – Detailed Budget Estimate• Schedule B-1 – Budget Narrative We, the officials named below, hereby swear, under penalty of perjury under the laws of the State of California, that we are duly authorized to legally bind the Grant recipient to the above-described Grant Terms and Conditions. IN WITNESS WHEREOF, this Grant Agreement is executed by the parties hereto.	
9. APPROVAL SIGNATURES A. AUTHORIZED OFFICIAL OF ORGANIZATION/AGENCY Name: William Frayeh Title: Assistant Chief Phone: (213) 257-2675 Address: 211 West Temple Street, Suite 300 Los Angeles, California, 90012 E-Mail: WFrayerh@da.lacounty.gov _____ (Signature) _____ (Date)	B. AUTHORIZED OFFICIAL OF CHP Name: Andrew Beasley Phone: (916) 843-4360 Title: Captain Fax: (916) 322-3169 Address: 601 North 7th Street Sacramento, CA 95811 E-Mail: ABeasely@chp.ca.gov _____ (Signature) _____ (Date)
C. ACCOUNTING OFFICER OF CHP Name: M. V. Fojas Phone: (916) 843-3531 Title: Commander Fax: (916) 322-3159 Address: 601 North 7th Street Sacramento, CA 95811 E-Mail: Michelle.Fojas@chp.ca.gov _____ (Signature) _____ (Date)	10. AUTHORIZED FINANCIAL CONTACT TO RECEIVE REIMBURSEMENT PAYMENTS Name: Anh Vo Title: Administrative Services Manager 2 Phone: (213) 604-5595 Address: 211 West Temple Street, Suite 300 Los Angeles, California, 90012

TERMS AND CONDITIONS

Grantee shall comply with the California Code of Regulations, Title 13, Division 2, Chapter 13 Section 1890, et seq. and all other Terms and Conditions noted in this Grant Agreement. Failure by the Grantee to comply may result in the termination of this Grant Agreement by the California Highway Patrol (hereafter referred to as State). The State will have no obligation to reimburse the Grantee for any additional costs once the Grant Agreement has been terminated.

A. EXECUTION

1. The State (the California Highway Patrol) hereby awards, to the Grantee, the sum of money stated on page one of this Grant Agreement. This funding is awarded to the Grantee to carry out the Project set forth in the Project Description and the terms and conditions set forth in this Grant Agreement.
2. The funding for this Grant Agreement is allocated pursuant to California Revenue and Taxation Code Section 34019(f)(3)(B). The Grantee agrees that the State's obligation to pay any sum under this Grant Agreement is contingent upon availability of funds disbursed from the California Cannabis Tax Fund to the State. If there is insufficient funding, the State shall have the option to either: 1) terminate this Grant Agreement; whereby, no party shall have any further obligations or liabilities under this Grant Agreement, or 2) negotiate a Grant Agreement Amendment to reduce the grant award and scope of work to be provided under this Grant Agreement.
3. The Grantee is not to commence or proceed with any work in advance of receiving notice that the Grant Agreement is approved. Any work performed by the Grantee in advance of the date of approval by the State shall be deemed volunteer work and will not be reimbursed by the State.
4. The Grantee agrees to provide any additional funding, beyond what the State has agreed to provide, pursuant to this Grant Agreement, and necessary to complete or carry out the Project, as described in this Grant Agreement. Any modification or alteration of this Grant Agreement, as set forth in the Grant Application submitted by the Grantee and on file with the State, must be submitted in writing thirty (30) calendar days in advance to the State for approval.
5. The Grantee agrees to complete the Project within the timeframe indicated in the Project Performance Period, which is on page one of this Grant Agreement.

B. PROJECT ADMINISTRATION

1. The Grantee shall submit all reimbursements, progress, performance, and/or other required reports concerning the status of work performed in furtherance of this Grant Agreement on a quarterly basis, or as requested by the State.
2. The Grantee shall provide the State with a final report showing all Project expenditures, which includes all State and any other Project funding expended, within sixty (60) calendar days after completion of this Grant Agreement.
3. The Grantee shall ensure all equipment which is purchased, maintained, operated, and/or developed is available for inspection by the State.
4. Equipment purchased through this Grant Agreement shall be used for the education, prevention, and enforcement of impaired driving laws, unless the Grantee is funding a portion of the purchased price not dedicated to impaired driving and that portion is not part of the Project costs. Equipment purchased under this Grant Agreement must only be used for approved Project-related purposes, unless otherwise approved by the State in writing.
5. Prior to disposition of equipment acquired under this Grant Agreement, the Grantee shall notify the State via e-mail, and by telephone, by calling the California Highway Patrol, Impaired Driving Section, Cannabis Grants Unit at (916) 843-4360.

TERMS AND CONDITIONS

C. PROJECT TERMINATION

1. Grantee or the State may terminate this Grant Agreement at any time prior to the commencement of the Project. Once the Project has commenced, this Grant Agreement may only be terminated if the party withdrawing provides thirty (30) calendar days written notice of their intent to withdraw.
 - a. If by reason of force majeure the performance hereunder is delayed or prevented, then the term end date may be extended by mutual consent for the same amount of time of such delay or prevention. The term "force majeure" shall mean any fire, flood, earthquake, or public disaster, strike, labor dispute or unrest, embargo, riot, war, insurrection or civil unrest, any act of God, any act of legally constituted authority, or any other cause beyond the Grantee's control which would excuse the Grantee's performance as a matter of law.
 - b. Grantee agrees to provide written notice of an event of force majeure under this Grant Agreement within ten (10) calendar days of the commencement of such event, and within ten (10) calendar days after the termination of such event, unless the force majeure prohibits Grantee from reasonably giving notice within this period. Grantee will give such notice at the earliest possible time following the event of force majeure.
2. Any violations of law committed by the Grantee, misrepresentations of Project information by the Grantee to the State, submission of falsified documents by the Grantee to the State, or failure to provide records by the Grantee to the State when requested for audit or site visit purposes may be cause for termination. If the Project is terminated for the reasons described in this paragraph, the State will have no obligation to reimburse the Grantee for any additional costs once the Grant Agreement has been terminated.
3. The State may terminate this Grant Agreement and be relieved of any payments should the Grantee fail to perform the requirements of this Grant Agreement at the time and in the manner herein provided. Furthermore, the Grantee, upon termination, shall return grant funds not expended by the Grantee as of the date of termination.
4. If this Grant Agreement is terminated, the State may choose to exclude the Grantee from future Grant Opportunities.

D. FINANCIAL RECORDS

1. The Grantee agrees the State, or their designated representative, shall have the right to review and to copy all records and supporting documentation pertaining to the performance of this Grant Agreement. Grantee agrees to maintain such records for possible audit for a minimum of five (5) years after final payment, unless a longer period of records retention is stipulated or required by law. Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Furthermore, the Grantee agrees to include a similar right for the State to audit all records and interview staff in any subcontract related to performance of this Grant Agreement.

E. HOLD HARMLESS

1. The Grantee agrees to indemnify, defend, and save harmless the State, its officials, agents and employees from any and all claims and losses accruing or resulting to any and all Grantee's staff, contractors, subcontractors, suppliers, and other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Grant Agreement, and from any and all claims and losses accruing or resulting to any person, agency, firm, corporation who may be injured or damaged by the Grantee in performance of this Grant Agreement.

TERMS AND CONDITIONS

F. NONDISCRIMINATION

1. The Grantee agrees to comply with State and federal laws outlawing discrimination, including, but not limited to, those prohibiting discrimination because of sex, race, color, ancestry, religion, creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (including cancer or genetic characteristics), sexual orientation, political affiliation, position in a labor dispute, age, marital status, and denial of statutorily-required employment-related leave. (GC 12990 [a-f] and CCR, Title 2, Section 8103.)

G. AMERICANS WITH DISABILITIES ACT

1. The Grantee assures the State it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

H. DRUG-FREE WORKPLACE

1. The Grantee shall comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:
 - a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
 - b. Establish a Drug-Free Awareness Program to inform employees about:
 - i. The dangers of drug abuse in the workplace.
 - ii. The person's or Organization/Agency's policy of maintaining a drug-free workplace.
 - iii. Any available counseling, rehabilitation, and employee assistance programs.
 - iv. Penalties that may be imposed upon employees for drug abuse violations.
 - c. Every employee who works on the Project will:
 - i. Receive a copy of the company's drug-free workplace policy statement.
 - ii. Agree to abide by the terms of the company's statement as a condition of employment on the Grant Agreement.
2. Failure to comply with these requirements may result in suspension of payments under this Grant Agreement, or termination of this Grant Agreement, or both, and Grantee may be ineligible for award of any future Grant Agreements if the department determines that any of the following has occurred:
 - a. The Grantee has made false certification or violated the certification by failing to carry out the requirements, as noted above. (GC 8350 et seq.)

I. LAW ENFORCEMENT AGENCIES

1. All law enforcement Organization/Agency/Agency Grantees shall comply with California law regarding racial profiling. Specifically, law enforcement Organization/Agency/Agency Grantees shall not engage in the act of racial profiling, as defined in California Penal Code Section 13519.4.

TERMS AND CONDITIONS

J. LABOR CODE/WORKERS' COMPENSATION

1. The Grantee is advised and made aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Grantee affirms to comply with such provisions before commencing the performance of the work of this Grant Agreement, (refer to Labor Code Section 3700).

K. GRANT APPLICATION INCORPORATION

1. The Grantee agrees the Grant Application and any subsequent changes or additions approved or required by the State is hereby incorporated into this Grant Agreement.

L. STATE LOBBYING

1. The Grantee is advised that none of the funds provided under this Grant Agreement may be used for any activity specifically designed to urge or influence a state or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any state or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a state official, whose salary is supported by this Grant Agreement, from engaging in direct communications with the state or local legislative officials, in accordance with customary state and/or local practice.

M. REPRESENTATION AND WARRANTIES

1. The Grantee represents and warrants that:
 - a. It is validly existing and in good standing under the laws of the State of California, has, or will have the requisite power, authority, licenses, permits, and the like necessary to carry on its business as it is now being conducted and as contemplated in this Grant Agreement, and will, at all times, lawfully conduct its business in compliance with all applicable federal, state, and local laws, regulations, and rules.
 - b. It is not a party to any Grant Agreement, written or oral, creating obligations that would prevent it from entering into this Grant Agreement or satisfying the terms herein.
 - c. If the Grantee is a Nonprofit Organization/Agency, it will maintain its "Active" status with the California Secretary of State, maintain its "Current" status with the California Attorney General's Registry of Charitable Trusts, and maintain its federal and State of California tax-exempt status. If the Grantee subcontracts with a Nonprofit as part of this Grant Agreement, the Grantee shall ensure the Nonprofit will maintain its "Active" status with the California Secretary of State, maintain its "Current" status with the California Attorney General's Registry of Charitable Trusts, and maintain its federal and State of California tax-exempt status.
 - d. All of the information in its Grant Application and all materials submitted are true and accurate.

N. AIR OR WATER POLLUTION VIOLATION

1. Under the state laws, the Grantee shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

TERMS AND CONDITIONS

O. GRANTEE NAME CHANGE

1. Grantee agrees to immediately inform the State, in writing, of any changes to the name of the person within the Organization/Agency/Agency with delegated signing authority.
2. An Amendment is required to change the Grantee's name, as listed on this Grant Agreement. Upon receipt of legal documentation of the name change, the State will process the Amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said Amendment.

P. RESOLUTION

1. A county, city, district, or other local public body shall provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body, which by law, has authority to enter into a Grant Agreement, authorizing execution of the Grant Agreement.

Q. PAYEE DATA RECORD FORM STD. 204

1. This form shall be completed by all non-governmental Grantees.

R. FINANCIAL INFORMATION SYSTEM FOR CALIFORNIA GOVERNMENT AGENCY TAXPAYER ID FORM

1. This form shall be completed by all Grantees.

S. CONFLICT OF INTEREST

1. This section serves to make the Grantee aware of specific provisions related to current or former state employees. If Grantee has any questions regarding the status of any person rendering services or involved with the Grant Agreement, the Grantee shall contact the State (California Highway Patrol, Impaired Driving Section, Cannabis Grants Unit) immediately for clarification.
2. Current State Employees:
 - a. No officer or employee shall engage in any employment, activity, or enterprise, from which the officer or employee receives compensation or has a financial interest, and which is sponsored or funded by any state agency, unless the employment, activity, or enterprise is required, as a condition of regular state employment.
 - b. No officer or employee shall contract on their own behalf, as an independent Grantee, with any state agency to provide goods or services.
3. Former State Employees:
 - a. For the two-year period from the date they left state employment, no former state officer or employee may enter into a contract in which they engaged in any of the negotiations, transactions, planning, arrangements, or any part of the decision-making process relevant to this Grant Agreement while employed in any capacity by any state agency.
 - b. For the 12-month period from the date they left state employment, no former state officer or employee may enter into a contract with any state agency if they were employed by that state agency in a policy-making position in the same general subject area as the proposed Grant Agreement within the 12-month period prior to their leaving state service.
4. The authorized representative of the Grantee Organization/Agency, named within this Grant Agreement, warrants their Organization/Agency and its employees have no personal or financial interest and no present or past employment or activity, which would be incompatible with

TERMS AND CONDITIONS

participating in any activity related to this Grant Agreement. For the duration of this Grant Agreement, the Organization/Agency and its employees will not accept any gift, benefit, gratuity or consideration, or begin a personal or financial interest in a party who is associated with this Grant Agreement.

5. The Grantee Organization/Agency and its employees shall not disclose any financial, statistical, personal, technical, media-related, and/or other information or data derived from this Grant Agreement, made available for use by the State, for the purposes of providing services to the State, in conjunction with this Grant Agreement, except as otherwise required by law or explicitly permitted by the State in writing. The Grantee shall immediately advise the State of any person(s) who has access to confidential Project information and intends to disclose that information in violation of this Grant Agreement.
6. The Grantee will not enter into any Grant Agreement or discussions with third parties concerning materials described in paragraph five (5) prior to receiving written confirmation from the State that such third party has a Grant Agreement with the State, similar in nature to this one.
7. The Grantee warrants that only those employees who are authorized and required to use the materials described in paragraph 5 will have access to them.
8. If the Grantee violates any provisions in the above paragraphs, such action by the Grantee shall render this Grant Agreement void.

T. EQUIPMENT-USE TERMS

1. The Grantee agrees any equipment purchased under this Grant Agreement shall be used for impaired driving efforts.
2. Law Enforcement Projects:
 - a. Oral Fluid Drug Screening Devices and Cannabis/Marijuana Breath Testing Equipment - The Grantee agrees to ensure all personnel using road-side drug testing equipment, including oral fluid drug testing devices and/or cannabis/marijuana breath testing devices, purchased with grant funds from this Grant Agreement, are trained to recognize alcohol and drug impairment. At a minimum, personnel using these devices should receive Standardized Field Sobriety Testing training. These personnel are also encouraged to attend Advanced Roadside Impaired Driving Enforcement and Drug Recognition Evaluator training. Prior to using these devices, the Grantee agrees to obtain permission from their local prosecutor's office, establish a policy ensuring appropriate use, and require the staff using these devices to receive appropriate training, which may include training from the manufacturer. This will help ensure the equipment is used appropriately. The Grantee shall advise the State (California Highway Patrol, Impaired Driving Section, Cannabis Grants Unit) of any legal challenges or other items of significance that may affect the use or legal acceptance of these devices. Additionally, the State may request additional information about the performance of these devices, including information about their use, accuracy, and feedback from personnel using the devices.
 - b. Law Enforcement Vehicles – The Grantee agrees any law enforcement vehicles purchased with Grant funds, from this Grant Agreement, will be primarily used for the enforcement of driving under the influence laws and/or providing public education, related to the dangers of driving under the influence. Additionally, any vehicle purchased using funds from this Grant Agreement shall comply with all California Vehicle Code and California Code of Regulation requirements. The State may require the Grantee to mark these vehicles with a decal and/or emblem, indicating the vehicle is used for driving under the influence enforcement.

Schedule A

Los Angeles County District Attorney's Office - Bureau of Investigation

All grant awards, including any adjustments to requested funding, were made by the Cannabis Grants Unit based on the merits of the Grant Application, scale of operation, and in accordance with the Request for Application (RFA) requirements and associated regulations. As a result, not all Project activities and items detailed in Schedule A are applicable. Refer to Schedule B - Detailed Budget Estimate for approved Budget line items and Project activities. Project activities and items that are not clearly identified/specified in the Grant Agreement must be submitted to and approved by CGU prior to purchase.

Project Description

The LADA proposes a multi-faceted project focusing on enhanced enforcement, training, and community engagement to reduce impaired driving incidents. This project aims to support DTAPS in its mission to handle complex vehicular homicides, advise law enforcement, and provide training on DUI-related issues.

Problem Statement & Proposed Solution

Problem Statement:

Impaired driving remains a significant threat to public safety in Los Angeles County. Despite the efforts of Los Angeles County District Attorney's Office (LADA) - Bureau of Investigation (BOI) Code Enforcement Unit in inspecting over 110 medical marijuana dispensaries since 2018, the presence of over 800 dispensaries contributes to the complexity of addressing cannabis-related impaired driving.

With the office evaluating over 13,000 driving under the influence (DUI) cases annually, the workload on DUI Training and Prosecution Section (DTAPS) is substantial. The rise in both legal and illegal cannabis dispensaries has increased the potential for impaired driving incidents, necessitating a proactive and comprehensive approach to enforcement and prevention.

Los Angeles County law enforcement agencies are also dealing with staffing shortages. With these staffing shortages, it is difficult to have the minimum staffing to plan for DUI checkpoint operations. Please see attached DUI stats.

Proposed Solution System:

The LADA proposes to utilize the grant funds to enhance its existing DTAPS program through targeted enforcement, comprehensive training, and innovative community engagement strategies. By integrating SkyeBrowse into its outreach efforts, LADA will provide a unique and impactful educational experience for the community, while also enhancing the pre-planning and execution of DUI enforcement operations.

LADA proposes to use the funds to further support law enforcement agencies the within Los Angeles County by assisting them with additional staffing and equipment during their saturation patrol operations. BOI officers will assist law enforcement agencies by supplementing additional staff during saturation patrol operations. This increases familiarity and communication within the agencies which results in more successful convictions of DUI violators.

LADA has a Drug Recognition Expert (DRE) that assist other agencies with questions they may have on their DUI cases. LADA will use funds obtained from the grant, to send the DRE to a Drug Recognition Expert Instructor Course to be a certified instructor. DRE Instructors are tasked with instructing for all California agencies, participating in statewide training events, and maintain a profound knowledge of DRE protocol and current drug trends. The LADA DRE will be certified to train other law enforcement officers.

Furthermore, LADA proposes to increase involvement within the community. LADA will seek high schools within Los Angeles County with a current impaired driving program to assist with their current curriculum. Using the equipment requested, LADA will collaborate with schools to further increase the awareness on impaired driving.

Schedule A

The Drone DJI Matrice 3T will be used to video record programs like “Every 15 Minutes” and take pictures of areas where DUI accidents have occurred. The video/pictures will be stored into the Samsung 256GB Extreme Micro SD Card which will be transferred into the External 4TB External Solid-State Drive using the laptop. The laptop will be used to edit videos, personalized the videos to the school/community where we will be conducting education efforts, and transfer electronic data. The Enterprise VR Package comprises of advance virtual simulation packages for creating detailed reality scenarios for community events. Because many education efforts will be aimed at students, specifically high school students, we will be using the Enterprise VR Package to engage with a younger crowd. The technology in the Enterprise VR Package will generate interest from the students, keep students engaged, and drive questions that will form into conversations about the dangers while driving impaired.

Performance Measures/Scope of Work

The success of this project will be evaluated based on the following performance measures:

The Los Angeles County District Attorney’s Office – Bureau of Investigation (LADA) routinely participate in saturation patrols with law enforcement agencies. Specifically, the LADA have assisted other law enforcement agencies with gang saturation patrols. Seeing the success in the collaborative efforts between the LADA and neighboring law enforcement during these saturation patrols, the LADA wants to implement the same method during DUI saturation patrols. During these saturation patrols, the LADA is able to supplement additional personnel to agencies who have manpower shortages. This promotes officer safety and a greater relationship with the LADA and law enforcement agencies.

Increased Participation in Saturation Patrols: Measure the number of DTAPS members and law enforcement personnel participating in these enforcement activities. (12) DUI Saturation Patrols (Q1=3, Q2=3, Q3=3, Q4=3) Collaborate with agencies in DUI saturation patrols to help increase officer safety, public safety, and road safety by enforcing DUI laws. By collaborating with other agencies, it gives the LADA and other agencies the opportunity to conduct patrol saturation operations when law enforcement agencies do not have the manpower to conduct such operations. The goal is to decrease the number of impaired drivers by 2.5% from collaborating agency’s previous DUI/Traffic enforcement.

Enhanced Training: The LADA is constantly looking to provide training in DUI and drug related cases to law enforcement agencies. The LADA has a Drug Recognition Expert (DRE) who is not certified to train/instruct. If given the budget, the LADA will have the opportunity to send the DRE to attend the Drug Recognition Expert Instructor Course. Once the LADA DRE is a certified DRE Instructor, the LADA can track the number of prosecutors and law enforcement personnel attending training sessions and roundtables.

Improved Community Awareness/Education: The LADA has relationships with schools throughout Los Angeles County. Many of the schools have a curriculum addressing the dangers of DUI. Often, the curriculum does not have access to law enforcement personnel. By using the funds, we obtain from the grant, the LADA will be able to purchase equipment to engage with students who will have the opportunity to speak to law enforcement officers. These events will take place with the collaboration with the local high schools.

The 5 Skybrowse VR sets will give the LADA the best opportunity to interact with as many members of the community and create as many conversations as possible on the dangers of DUI.

The LADA can monitor attendance and engagement at community outreach events, including feedback from participants on the Virtual Reality (VR) DUI crime scene experience. Track the number of times the VR experience is showcased at community events and the number of individuals who participate.

(6) Educational/Community outreach presentations (Q1=1, Q2=2, Q3=2, Q4=1). Seek additional relationships with high schools with a current impaired driving curriculum: Provide education/awareness material such as videos, VR crime scene experience, and increase community awareness.

The LADA’s goal is to increase the awareness in the dangers of impaired driving, prevent DUIs by making DUI arrests, reduce traffic collisions, and increase public safety for residents of Los Angeles County. LADA is aiming to contact at least 20 students in each event educational/community outreach presentation to increase awareness of driving under the influence. The presentations will educate students on the implications driving impaired.

Schedule A

Reduction in Impaired Driving Incidents: Analyze local data on traffic collisions and DUI arrests to determine if the project has contributed to a reduction in impaired driving incidents.

Project Performance Evaluation

The project performance evaluation will be data driven. Bureau of Investigation officers, who assist during DUI checkpoints and/or saturation patrols will provide data on the number of individuals who were arrested for impaired driving, warrant arrest for impaired drivers, and direct traffic enforcement citations. LADA will also document the request for assistance from law enforcement agencies for future DUI checkpoint operations. For education/community events, LADA will gather data on the number of interactions, the types of requests, and concerns made by the community. This will help LADA to further enhance the programs in the future.

Program Sustainability

The LADA is committed to sustaining the impact of this project beyond the grant period. DTAPS will continue to leverage the training materials and community partnerships developed during the project to educate prosecutors, law enforcement, and the public on impaired driving prevention. The SkyeBrowse package will become a permanent resource for community engagement and enforcement planning, ensuring long-term benefits for Los Angeles County.

Administrative Support

The Los Angeles County District Attorney's Office has extensive experience managing grant-funded projects. The office has dedicated personnel to oversee grant administration, ensuring compliance with all requirements and effective project implementation. LADA is confident in its ability to successfully execute this project and achieve its goals.

Schedule B

Detailed Budget Estimate

Award Number	Organization/Agency	Total Amount
23521	Los Angeles County District Attorney's Office - Bureau of Investigation	\$36,933.00

Cost Category	Line Item Name	Total Cost to Grant
Other Direct Costs	External 4TB External Solid-State Drive	\$580.00
	Checkpoint Material & Supplies	\$1,912.00
	Education/Outreach Materials and Supplies	\$2,299.00
	Category Sub-Total	\$4,791.00
Personnel	DUI Saturation Patrols	\$17,712.00
	Training	\$3,360.00
	Community/Education Events	\$11,070.00
	Category Sub-Total	\$32,142.00

Grant Total	\$36,933.00
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Schedule B-1 Budget Narrative

Los Angeles County District Attorney's Office - Bureau of Investigation

Prior to engaging in grant-funded Saturation Patrols, DUI Checkpoints, or other enforcement activities in areas where the grantee does not have primary traffic jurisdiction, the grantee should consult with the agency having primary traffic jurisdiction.

Other Direct Costs

External 4TB External Solid-State Drive

\$580.00

Samsung External Solid-State Drives

\$290 each x 2

Solid-state drive is a memory storage device that will be used to transport /transfer digital data/ digital media from one location to another. The solid-state drive will make it easier to upload media for the schools and community to view. The Solid-state drive will be plugged into the laptop after the video presentation project is completed. The project will be transferred from the laptop and into the solid-state drive. The project will then be uploaded from the solid-state drive and into the school's or community's media delivery system. The solid-state drive will also store all previous project for future reference.

Quantity- 2

Unit cost- \$290

Total cost- \$580

Checkpoint Material & Supplies

\$1,912.00

Surefire 6PX Pro Handheld Flashlights

\$138 each x 12= \$1,656

High Visibility Vest

\$22 each x 12= \$256

Flashlight to illuminate area while conducting saturation patrols.

High visibility vest to be use during saturation patrols/checkpoints to increase officer safety and visibility.

Flashlights

Quantity- 12

Unit cost- \$138

Total cost- \$1,656

High Visibility Vest

Quantity- 12

Unit cost- \$22

Total cost- \$256

Education/Outreach Materials and Supplies

\$2,299.00

Asus ROG Laptop i9 processor with 32GB ram. The laptop will be used to edit videos, store data, browse the web for research purposes, open documents related to the project, and conduct electronic equipment updates when needed. Quantity - 1 Unit cost - \$2,299.00 Total cost- \$2,299.00

Quantity - 1

Unit cost - \$2,299.00

Total cost- \$2,299.00

Schedule B-1 Budget Narrative

Los Angeles County District Attorney's Office - Bureau of Investigation

Prior to engaging in grant-funded Saturation Patrols, DUI Checkpoints, or other enforcement activities in areas where the grantee does not have primary traffic jurisdiction, the grantee should consult with the agency having primary traffic jurisdiction.

Personnel

DUI Saturation Patrols

\$17,712.00

DUI Checkpoint/Saturation Patrols:

12 DUI Saturation Patrols= \$17,712. 2 Officers per patrol. 1 Officer= OT \$123 per hour. 6 hours per officer per patrol= 12 hours per patrol. Total of 144 hours

DRE Training - Attend

\$3,360.00

Training= \$3,360. Drug Recognition Expert (DRE) Training for 1 officer. 1 Officer= Straight Time \$84 per hour.

DRE training is 40 hours. \$84 x 40 hours= \$3,360

Community/Education Events

\$11,070.00

6 Traffic Enforcement and Education Presentations. \$11,070. 3 Officers per event. 1 Officer= OT \$123 per hour. 5 hours per officer per event= 15 hours per event. Total of 90 hours.



Wednesday, September 10, 2025

Submission ID 6333483920486772686

Supplemental Declaration Form

Department Name

District Attorney

Department Point of Contact:

Name

Stephanie Nguyen

Email

qnguyen@da.lacounty.gov

Phone Number

(213) 257-2802

Title of Proceeding

AUTHORIZE THE LOS ANGELES COUNTY DISTRICT ATTORNEY'S OFFICE TO ENTER INTO AN AGREEMENT AND ACCEPT GRANT FUNDS FROM THE STATE OF CALIFORNIA-TRANSPORTATION AGENCY, DEPARTMENT OF CALIFORNIA HIGHWAY PATROL FOR THE CANNABIS TAX FUND GRANT PROGRAM FOR THE GRANT PERIOD FROM JULY 1, 2025, THROUGH JUNE 30, 2026 (ALL DISTRICTS) (3-VOTES)

Agenda Date

Tuesday, October 21, 2025

Type of Proceeding

Contract

Was the contract legally required to be awarded to the lowest responsible bidder with a responsive bid?

No

Will you be uploading a Supplemental Declaration Form Excel Spreadsheet or completing the online form?

Online Form

Are you submitting this form as for a Party or a Participant?

Party

Individual/Company Name

State of California - Transportation Agency, Department of California Highway Patrol

List any parent, subsidiary, related entities, and any other entities that are directed or controlled by the individual/Company?

N/A

List all individuals who have the authority to make decisions for the Individual/Company about

making contributions to a County Officer, regardless of whether you or the Individual/Company have actually made a contribution? Please include the Name and Title of the Individual below.

Name of Individual	Title of Individual
Mark W. Headrick	Chief, Enforcement and Planning Division

List all subcontractors named in the bid

N/A

List names of all individuals or entities (i.e., agents, law firms, consultants) who communicated with the County on behalf of the Individual/Company

Name of Individual or Entity	If an Individual, Name of Their Employer
Mark W. Headrick	Chief, Enforcement and Planning Division

Will this Individual/Company be awarded the contract?

No

In the past 12 months, did the individual/company applicant, any of the parent, subsidiary, or related entities, or any of the agents named above disclose making a contribution to a County officer that, when added together, is more than \$500 in total contributions to that officer?

No

Date of Submission

Wednesday, September 10, 2025

PARTICIPANTS

A participant may be an individual or company who contacted your department to oppose or support the contract, application, bid, proposal, license, franchise, or other entitlement for use and who may have a financial interest in the decision. List the participant in the "Individual/Company" field below.

Supplemental Declaration Form

Instructions

This form is required by the County of Los Angeles ("County") for departments to provide information about all parties, participants, and their agents, for all licenses, permits, contracts, and other entitlements for use issued by the County.

This form requires your department to report the names of individuals or entities, that may have potentially contributed to County officers, as defined in the Levine Act, by:

- All individual bidders/proposers and applicants.
- All companies submitting bids/proposals or applications on behalf of themselves or others.
- All agents, lobbyists, or representatives paid to represent a bidder/proposer or applicant.
- Any "Financially Interested Participant" who actively supports or opposes a bid/proposal or application.

Additionally, if any of the individuals or entities listed above have disclosed to your department that they have made a contribution to a County officer, this form also requires you to provide the details of that contribution, including the contributor, the name of the officer who received the contribution, the amount contributed, and the date of contribution.

Submitting the form:

You may only submit one online Supplemental Declaration Form for each Party or Participant. For multiple Party or Participant submissions, you may download the Excel Supplemental Declaration Form template to complete and upload to the online Supplemental Declaration Form. Information for the Excel template must be entered in the correct columns; otherwise, inaccurate submissions may delay or rescind your submission. Once you have uploaded your completed Supplemental Declaration Form, submit the completed form by clicking on the "Submit" button at the bottom of the page.

If you are completing the online Supplemental Declaration Form, a PDF copy of your completed form will be sent to the email address indicated on the Supplemental Declaration Form. If you submit an Excel Supplemental Declaration form, you will receive an e-mail confirming that you submitted the file, but a copy of the file will not be attached to the e-mail.

Regardless of whether you submit an online Supplemental Declaration Form or an Excel Supplemental Declaration form, please keep a copy of the PDF confirmation of your completed form, and/or copy of your uploaded Excel Supplemental Declaration form for reference and in accordance with your department's policies and any applicable laws.

Please read all instructions carefully before completing this form. Incomplete or inaccurate information may result in significant delays in processing a license, permit, contract, or other entitlement to be placed on the Board's agenda.

1. How to Collect the Information

- Information required to complete this form may be obtained through your department's application or contracting process, such as from solicitation documents or application forms, or from information that the department has otherwise obtained through communication with the applicant, bidder, or proposer, or any participants.
- The department is not required to proactively investigate a potential participant's financial interest in a proceeding by reviewing public records or questioning the individual.

2. Information required:

Department Information

Complete this section with your Point of Contact to address any questions about the license, permit, contract, or other entitlement to be placed on the Board's agenda. Also, include the Title of the Proceeding (i.e. Board letter title or contract name) and the date the contract will be placed on the Board's agenda.

Spreadsheet or Online Form

For multiple Party or Participant submissions, you may download the Excel Supplemental Declaration Form template to complete and upload to the online Supplemental Declaration Form. Information for the Excel template must be entered in the correct columns; otherwise, inaccurate submissions may delay or rescind your submission.

If you select "Online Form," additional questions will appear and prompt you to provide the relevant Levine Act information.

Parties or Participants

Select "Party" or "Participant" to indicate whether you are providing information about a Party or a Participant.

A "Party" is any person, company or entity who has applied for, or is the subject of, the proceeding. All applicants, bidders, or proposers for the contract, including those who were not selected or who were disqualified are also considered parties.

A "Participant" or Financially Interested Participant is any person or entity with a financial interest in the proceeding and who has communicated with an officer or employee of the County to support or oppose a particular outcome, such as:

- A non-applicant business or property owner who will be financially impacted by the decision;
- Individuals or entities who may financially benefit from a decision in a proceeding, such as investors, who have communicated with the agency or otherwise acts to influence the decision in a proceeding;
- Other individuals or entities, actively advocating for or against a bid/proposal or application.

If the applicant, bidder, or proposer has multiple parent companies, subsidiary companies, related business entities/dbas, subcontractors, other entities that are directed or controlled by the party or participant, individuals or entities who communicate with the County on their behalf, select the "Add Name/Entity" button to generate an additional field in which to enter the name. Please enter only one name per field.

Contributions

If a Party or Participant has disclosed to you or your Department making a contribution to a County officer that, when added together, is more than \$500 in total contributions to that officer, please select "Yes". If not, select "No".

If "Yes" is selected, complete the boxes as instructed. Add Rows for additional names of contributors.

3. Deadline for Submission:

This form must be submitted at least 45 days prior to the Board Meeting date, otherwise, the item may be withheld from being placed on the Board's agenda.

Questions:

Please click on the following links to respond to your questions.

- [Resources](#)
- Contact the EO Levine Act via email at EOLevineAct@bos.lacounty.gov.

BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	10/1/25							
BOARD MEETING DATE	10/21/25							
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	<table border="1"> <tr> <td>Total cost: \$</td><td>Funding source:</td></tr> <tr> <td colspan="2">TERMS (if applicable):</td></tr> <tr> <td colspan="2">Explanation:</td></tr> </table>		Total cost: \$	Funding source:	TERMS (if applicable):		Explanation:	
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							

October 21, 2025

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

The attached annual Equitable Sharing Agreement and Certification (ESAC) must be executed by the Chair of the Los Angeles County Board of Supervisors and by the Los Angeles County Sheriff's Department (Department), attesting to compliance with federal guidelines for non-discrimination, as a prerequisite for the Department to receive an equitable distribution of federally shared funds and property.

IT IS RECOMMENDED THAT THE BOARD:

Authorize the Chair to sign the attached ESAC for the Department to participate in receiving an equitable share of federally forfeited property.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The governing body of law enforcement agencies participating in federal task forces are required to annually submit an ESAC as a prerequisite to receive asset forfeiture revenues shared by the Federal Government with the participating task force agencies.

Federally shared asset forfeiture revenues received as a result of the Department's 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 2025-26 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 ESAC.

County Counsel has reviewed and approved the ESAC 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: Pua, Ann M.
Phone: 213-229-3300 **Email:** AOPua@lasd.org

Jurisdiction Finance Contact

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

ESAC Preparer

Name: Petrosian, Vehimnaz
Phone: (213) 229-3338 **Email:** vpetros@lasd.org

FY End Date: 06/30/2025

Agency FY 2026 Budget: \$3,968,514,000.00

Annual Certification Report

Summary of Equitable Sharing Activity		Justice Funds ¹	Treasury Funds ²
1	Beginning Equitable Sharing Fund Balance	\$5,567,916.25	\$1,666,497.86
2	Equitable Sharing Funds Received	\$1,168,247.35	\$321,644.67
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	\$271,802.93	\$22,021.06
6	Total Equitable Sharing Funds Received (total of lines 2-5)	\$1,440,050.28	\$343,665.73
7	Equitable Sharing Funds Spent (total of lines a - n)	\$1,794,142.51	\$85,895.62
8	Ending Equitable Sharing Funds Balance (difference between line 7 and the sum of lines 1 and 6)	\$5,213,824.02	\$1,924,267.97

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 Administrative Costs	\$423,421.79	\$44,983.94
b	Training and Education	\$0.00	\$0.00
c	Law Enforcement, Public Safety, and Detention Facilities	\$0.00	\$0.00
d	Law Enforcement Equipment	\$1,370,720.72	\$40,911.68
e	Joint Law Enforcement and Public Safety 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 Prevention or Awareness Programs	\$0.00	\$0.00
j	Overtime	\$0.00	\$0.00
k	Law Enforcement Initiatives that Further Investigations	\$0.00	\$0.00
l	Salaries	\$0.00	\$0.00
m	Non-Categorized Expenditures	\$0.00	\$0.00
	Total	\$1,794,142.51	\$85,895.62

Equitable Sharing Funds Received From Other Agencies

Transferring Agency Name	Justice Funds	Treasury Funds

Other Income

Other Income Type	Justice Funds	Treasury Funds

Salaries

Salary Type	Justice Funds	Treasury Funds

Non-Categorized Expenditures

Description	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: David Bullock, Partner
Company: Macias, Gini & O'Connell
Phone: 925-395-2808 **Email:** dbullock@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: 2024-06-GSAFAC-0000360623

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. Further, agencies are required to collect race and ethnicity data as required by 28 C.F.R. 42.106(b) and 31 C.F.R. 22.6(b).

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 administered 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: _____

Date: _____

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: Barger, Kathryn

Title: Chair, Board of Supervisors

Email: kathryn@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	10/1/2025		
BOARD MEETING DATE	10/21/2025		
SUPERVISORIAL DISTRICT AFFECTED	<input type="checkbox"/> All <input type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input type="checkbox"/> 4 th <input checked="" type="checkbox"/> 5 th		
DEPARTMENT(S)	Public Works		
SUBJECT	Pitchess Detention Center South Renovation Project		
PROGRAM	Capital Projects		
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why: N/A		
SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No – Not Applicable If unsure whether a matter is subject to the Levine Act, e-mail your packet to EOLevineAct@bos.lacounty.gov to avoid delays in scheduling your Board letter.		
DEADLINES/ TIME CONSTRAINTS	None.		
COST & FUNDING	Total cost:	Funding source:	
	\$10,000,000	Care First, Jails Last, Capital Project No. 87733	
	TERMS (if applicable): N/A		
	Explanation: N/A		
PURPOSE OF REQUEST	Public Works is seeking Board approval to find that the proposed actions are not a project under the California Environmental Quality Act; establish Capital Project No. 8A133; approve the preconstruction budget; and authorize Public Works to execute a Consultant Services Agreement for a not-to-exceed contract amount by up to 25 percent of the original contract amount.		
BACKGROUND (include internal/external issues that may exist including any related motions)	<p>The proposed Pitchess Detention Center (PDC) South Renovation Project consists of the construction of a new detention-grade modular building, interior renovations to existing buildings, and site improvements, including accessibility upgrades within the PDC South facility located at 29340 The Old Road, Castaic, CA 91384. The PDC Ranch is a 2,840-acre campus with multiple custody and non-custody facilities, which is operated by the Los Angeles County Sheriff's Department, and PDC South is one of the custody facilities located within the PDC Ranch.</p> <p>The primary objective is to add male Moderate Observation Housing, which is outpatient housing for those with a P2 level of mental health acuity, to the PDC South facility while ensuring continued operation of the facility for general population.</p>		
EQUITY INDEX OR LENS WAS UTILIZED	<input type="checkbox"/> Yes <input checked="" 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 Priority No. 2: Alliance for Health Integration, which aims to streamline and integrate access to high-quality health and mental health care treatment services. The project will expand the facility's existing health clinic to offer a range of integrated health and mental health services to the different custody populations.
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Vincent Yu, Deputy Director, (626) 458-4010, cell (626) 614-7217, vyu@pw.lacounty.gov



MARK PESTRELLA, Director

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

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

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

IN REPLY PLEASE
REFER TO FILE:

October 21, 2025

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

Dear Supervisors:

**CONSTRUCTION-RELATED CONTRACT
CONSTRUCTION MANAGEMENT CORE SERVICE AREA
PITCHESS DETENTION CENTER SOUTH RENOVATION PROJECT
ESTABLISH CAPITAL PROJECT
APPROVE PRECONSTRUCTION BUDGET
APPROVE APPROPRIATION ADJUSTMENT
AWARD CONSULTANT SERVICES AGREEMENT
SPECS. 7973; CAPITAL PROJECT NO. 8A133
FISCAL YEAR 2025-26
(SUPERVISORIAL DISTRICT 5)
(3-VOTES)**

SUBJECT

Public Works is seeking Board approval to establish the capital project for the proposed Pitchess Detention Center South Renovation Project, approve the preconstruction budget and appropriation adjustment, and execute a Consultant Services Agreement for a not-to-exceed contract amount of \$5,000,000 for architectural/engineering services.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the proposed actions are not a project under the California Environmental Quality Act for the reasons stated in this Board letter and in the record of the project.

2. Establish the proposed Pitchess Detention Center South Renovation Project, Capital Project No. 8A133, with a preconstruction budget of \$10,000,000.
3. Approve an appropriation adjustment to transfer \$10,000,000 from the Care First, Jails Last, Capital Project No. 87733, to the Pitchess Detention Center South Renovation Project, Capital Project No. 8A133, to fund preconstruction activities.
4. Authorize the Director of Public Works or his designee to execute a Consultant Services Agreement with Lionakis, to provide architectural/engineering services for the Pitchess Detention Center South Renovation Project, for an initial not-to-exceed amount of \$5,000,000, for the duration of the project until final acceptance by the County.
5. Delegate authority to the Director of Public Works or his designee to supplement the initial not-to-exceed amount of \$5,000,000 for the above-referenced agreement by up to 25 percent of the original contract amount.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended action is to find the actions herein related to the proposed Pitchess Detention Center (PDC) South Renovation Project are not a project under the California Environmental Quality Act (CEQA); allow Public Works to proceed with the design and planning efforts for the future renovation; approve the Capital Project No. 8A133; approve the preconstruction activities, budget, and appropriation adjustment; and authorize Public Works to award and execute a Consultant Services Agreement (CSA) for the project.

Project Description and Background

The PDC South Renovation Project consists of the construction of a new detention-grade modular building, interior renovations to existing buildings, and site improvements within the PDC South facility located at 29340 The Old Road, Castaic, CA 91384. The PDC Ranch is a 2,840-acre campus with multiple custody and non-custody facilities operated by the Los Angeles County Sheriff's Department, and PDC South is one of the custody facilities located within the PDC Ranch.

The existing PDC South custody facility consists of an upper and lower compound. The upper compound was constructed in 1975, and the lower compound was constructed in 1984. The upper compound consists of 10 housing barracks with a total gross floor area of approximately 52,300 square feet, an approximately 26,600-square-foot

administration/clinic building, 3 security staff stations, 1 classroom trailer, and 1 briefing room trailer. The lower compound includes 12 housing barracks with a total gross floor area of approximately 50,000 square feet, an approximately 6,000-square-foot visiting center, 3 security staff stations, 1 classroom trailer, 1 chapel trailer, and 1 administration trailer.

The primary objective is to add male Moderate Observation Housing (MOH), which is outpatient housing for individuals with a P2 level of mental health acuity, to the PDC South facility, while ensuring continued use of the facility for the general population.

The proposed renovation of the ten upper compound housing barracks would include, but not limited to, the construction of new interior partitions to create a separate security station, a storage room, a video conferencing room, and an interview room; restroom and shower renovations to accommodate accessibility and comply with the Prison Rape Elimination Act requirements; security upgrades to the cameras and doors; and new MOH bunking with personal storage. One of the three existing upper compound security staff stations would be demolished to allow for a new modular building with drop-in cells for MOH individuals requiring short-term secure housing prior to return to the population or transport to a more secure or a more treatment-intense environment. The detention-grade modular building would also include replacement space for the security staff station being demolished. The existing medical clinic within the administration building would be expanded to accommodate both the general population and the MOH population. Additional renovations would be required to relocate displaced operations to other locations within the existing administration building footprint. Limited renovations to the PDC South visiting center and site circulation would be made to separate the general population and MOH population. A new storage container would be added to separate MOH laundry storage from general population laundry storage. Prison Rape Elimination Act compliant detention-grade permanent toilets would be added inside existing fenced holding/staging areas. Site improvements would include new shade structures to the upper and lower compounds, relocation of telephones, fencing repairs and modifications, and a combination of regrading and ramps to allow for accessible paths of travel to the renovated areas.

Project Delivery

If approved, Public Works is proposing that the construction of the project be completed utilizing the Construction Manager at Risk (CMAR) delivery method. In this delivery method, the CMAR contractor acts as a consultant to the County during the development and design phases (preconstruction) but assumes the risk for construction performance as the equivalent of a general contractor, holding all trade subcontracts during the construction phase. The CMAR contractor provides preconstruction services (design-assist) for a fixed fee. Once the design is complete or sufficiently defined, the

CMAR contractor submits a guaranteed maximum price (GMP) for the construction of the project, or multiple GMPs for phased project delivery. The intent for this project would be to phase the project so that the general population can be consolidated to the lower compound, allowing the upper compound to be vacated for housing the MOH population. If the GMP is approved by the Board, the CMAR contractor will serve as the project's general contractor. The final construction cost will be based on actual direct construction costs (open-book accounting) plus a preestablished fee percentage submitted during the Request for Proposals (RFP) process. Public Works will return to the Board for approval of CMAR preconstruction services and again for approval of the GMP(s) and award of construction contract.

Implementation of Strategic Plan Goals

These recommendations support the County Strategic Plan: North Star 1, Make Investments that Transform Lives, Focus Area Goal B, Employment and Sustainable Wages, Strategy iii, Job Creation, by generating employment opportunities; North Star 3, Realize Tomorrow's Government Today, Focus Area D, Streamlined and Equitable Contracting and Procurement, Strategy i, Accountability and Equity, by modernizing the procurement process to decrease timelines and increase the efficiency of awarding contracts, and Strategy ii, Modernize Contracting and Procurement, by implementing equitable procurement systems. These actions will invest in and improve the operational effectiveness of a County asset.

FISCAL IMPACT/FINANCING

Approval of the appropriation adjustment (Enclosure A) will transfer \$10,000,000 from the Care First, Jails Last, Capital Project No. 87733, to the proposed PDC South Renovation Project, Capital Project No. 8A133, to fund preconstruction activities including, but not limited to, design, environmental assessments, CMAR preconstruction activities, and project management fees.

The CSA for architectural/engineering services with Lionakis is estimated at a not-to-exceed amount of \$5,000,000.

The preliminary total project cost estimate, including design and construction, has an estimated range between \$50 million and \$54 million. If the Board ultimately approves the CMAR preconstruction services, Lionakis will work with the CMAR during the design phase to refine and validate the construction cost estimate. Public Works will then return to the Board for approval of the project, total project budget, and the award of the CMAR preconstruction services and again for approval of the GMP(s) and amendment of CMAR contract to include construction.

Operating Budget Impact

Based on the project description, the Sheriff and Health Services anticipate new and ongoing operational costs following completion of construction activities. Both departments will continue working to refine their operational plan and needs, and upon return to the Board for the award of a construction contract for the proposed project, the anticipated staffing and estimated operational costs will be provided. The Sheriff and Health Services will submit a net County cost request to the Chief Executive Office during the Fiscal Year 2027-28 budget process for the ongoing operational costs, which may require additional departmental curtailments if there is insufficient ongoing locally generated revenue at that time.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

A standard CSA, in the form previously approved by County Counsel, will be used. The CSA contains terms and conditions that comply with the requirements of the Chief Executive Officer and the Board. The agreement also includes a provision requiring the consultant firm to track subcontractors' utilization of Local Small Business Enterprises, Disabled Veterans Business Enterprises, and Social Enterprise Businesses.

The term of the CSA shall commence on the date of full execution of the contract and continue for the duration of the project until final acceptance by the County.

Enclosure B reflects the Community Business Enterprises participation data, and Enclosure C reflects the consultant's minority participation data.

ENVIRONMENTAL DOCUMENTATION

The recommended actions are not subject to CEQA because they are excluded from the definition of a project by Section 21065 of the California Public Resources Code and Section 15378(b) of the CEQA Guidelines. The proposed actions are organizational or administrative activity of government, which will not result in direct or indirect physical changes to the environment.

Public Works will return to the Board with appropriate recommendations under CEQA prior to implementing any activities that would be considered a project as defined by CEQA.

CONTRACTING PROCESS

On June 2, 2025, a notice of the RFP was placed on the County's "Doing Business with Us" and the "Public Works Contract Opportunities" websites, and the advertisements

were placed in the *Los Angeles Daily Journal*, *Los Angeles Sentinel*, *La Opinión*, *Press Telegram*, *Santa Monica Daily Press*, *Daily Breeze*, *The Signal*, *Watts Times*, *San Gabriel Valley Tribune*, *World Journal*, and *Pasadena Star News* newspapers. Also, Public Works informed 1,705 Local Small Business Enterprises; 145 Social Enterprises; and 186 Disabled Veteran Business Enterprises about this business opportunity. Fourteen firms registered on the Public Works' website for the RFP.

On July 15, 2025, three firms submitted proposals. An evaluation committee consisting of Chief Executive Office, Sheriff, and Public Works staffs, evaluated the proposals based on criteria described in the RFP, including technical response, experience, personnel, qualifications, demonstrated competence, and understanding of the work requirements. Based on the evaluation of the proposals, Lionakis was selected without regard to race, creed, color, or gender. Lionakis represents the best-qualified firm to provide the required services. Public Works has determined that the firm's proposed rates for performing the services are reasonable. A three-year contracting history for the selected firm is on file with Public Works.

Public Works has evaluated and determined that the Los Angeles County Code Chapter 2.201 (Living Wage Program) does not apply to the recommended agreement. The agreement is exempt from the requirements of Proposition A because the services are required on a part-time and intermittent basis. Public Works notified the Union of this solicitation.

The CSA includes a cost-of-living adjustment provision in accordance with Board Policy No. 5.070 – Multi-Year Services Contract Cost-of-Living Adjustments.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

There will be no impact on current County services or projects as a result of authorizing the recommended CSA.

CONCLUSION

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

Respectfully submitted,

MARK PESTRELLA, PE
Director of Public Works

MP:HA:bh

Enclosures

c: Chief Executive Office (Capital Programs Division, Department of Justice
Compliance Division)
County Counsel
Executive Office, Board of Supervisors
Health Services (Correctional Health Services Division)
Sheriff

PINK

BA FORM 10142022

BOARD OF SUPERVISORS
OFFICIAL COPY

October 21, 2025

COUNTY OF LOS ANGELES

REQUEST FOR APPROPRIATION ADJUSTMENT

DEPARTMENT OF CHIEF EXECUTIVE OFFICER

AUDITOR-CONTROLLER:

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

ADJUSTMENT REQUESTED AND REASONS THEREFORE

FY 2025-26

3 - VOTES

SOURCES

USES

VARIOUS CAPITAL PROJECTS

CARE FIRST, JAILS LAST

A01-CP-6014-65099-87733

CAPITAL ASSETS - B & I

DECREASE APPROPRIATION

10,000,000

SHERIFF DEPARTMENT

PITCHESS DETENTION CENTER SOUTH RENOVATION PROJECT

A01-CP-6014-65046-8A133

CAPITAL ASSETS - B & I

INCREASE APPROPRIATION

10,000,000

SOURCES TOTAL

\$ 10,000,000

USES TOTAL

\$ 10,000,000

JUSTIFICATION

Reflects an appropriation adjustment to transfer \$10,000,000 from the Care First, Jails Last, Capital Project No. 87733, to the Pitchess Detention Center South Renovation Project, Capital Project No. 8A133, to fully fund pre-construction activities.

James Yun

Digitally signed by James Yun
Date: 2025.09.17 10:44:01
-07'00'

AUTHORIZED SIGNATURE

JAMES YUN, MANAGER, CEO

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

REFERRED TO THE CHIEF
EXECUTIVE OFFICER FOR---

ACTION



RECOMMENDATION

AUDITOR-CONTROLLER

BY

Andrea Turner
Digitally signed by Andrea
Turner
Date: 2025.09.17 12:01:20 -07'00'

B.A. NO. 027

DATE

9/17/2025



APPROVED AS REQUESTED



APPROVED AS REVISED

CHIEF EXECUTIVE OFFICER

BY

Matthew J. Diaz
Digitally signed by
Matthew J. Diaz
Date: 2025.09.17 12:39:48
-07'00'

DATE

9/17/25

**PROPOSERS' UTILIZATION PARTICIPATION AND COMMUNITY BUSINESS ENTERPRISE PROGRAM INFORMATION FOR
ARCHITECTURAL/ENGINEERING SERVICES AND
UTILIZING CONSTRUCTION MANAGER AT RISK DELIVERY METHOD
FOR PITCHESS DETENTION CENTER SOUTH RENOVATION PROJECT**

SELECTED

Proposer Name	Local Small Business Enterprise	Small Business Enterprise	Minority	Women	Disadvantaged	DisabledVet	Social Enterprise	Lesbian, Gay, Bisexual, Transgender, Queer, and Question-owned
HDR Architecture, Inc.	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Ethel G. Rubio, Assoc.	x	x	x	x	x			
Justice Engineering Corp.	x	x						
Lenax Construction Services, Inc.	x	x		x	x			
Moran Consulting Corporation	x	x	x		x			
Saiful Bouquet Structural Engineers, Inc.	x	x	x					
MLA Green, Inc. d.b.a. Studio-MLA	x	x	x	x	x			
Webb Foodservice Design		x		x				
LIONAKIS	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Design West Engineering	N/A	N/A	N/A	N/A	N/A	N/A		N/A
PSOMAS	N/A	N/A	N/A	N/A	N/A	N/A		N/A
Nuvis		x						
The McIntosh Group		x						
Greenwood Consulting Group		x		x	x			
Webb Foodservice Design		x		x				
Cumming Group	N/A	N/A	N/A	N/A	N/A	N/A		N/A
LattaTech		x						
J.C. Chang & Associates, Inc.	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Bueher Engineering, Inc.		x						
Triad Consulting & System Design Group			x		x			
Stone Creek Engineering		x						
Winning CM Strategies		x		x				
Lynn Capouya		x		x				

NON-SELECTED FIRMS

Proposer Name	Local Small Business Enterprise	Small Business Enterprise	Minority	Women	Disadvantaged	DisabledVet	Social Enterprise	Lesbian, Gay, Bisexual, Transgender, Queer, and Question-owned
HDR Architecture, Inc.	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Ethel G. Rubio, Assoc.	x	x	x	x	x			
Justice Engineering Corp.	x	x						
Lenax Construction Services, Inc.	x	x		x	x			
Moran Consulting Corporation	x	x	x		x			
Saiful Bouquet Structural Engineers, Inc.	x	x	x					
MLA Green, Inc. d.b.a. Studio-MLA	x	x	x	x	x			
Webb Foodservice Design		x		x				
LIONAKIS	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Design West Engineering	N/A	N/A	N/A	N/A	N/A	N/A		N/A
PSOMAS	N/A	N/A	N/A	N/A	N/A	N/A		N/A
Nuvis		x						
The McIntosh Group		x						
Greenwood Consulting Group		x		x	x			
Webb Foodservice Design		x		x				
Cumming Group	N/A	N/A	N/A	N/A	N/A	N/A		N/A
LattaTech		x						
J.C. Chang & Associates, Inc.	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Bueher Engineering, Inc.		x						
Triad Consulting & System Design Group			x		x			
Stone Creek Engineering		x						
Winning CM Strategies		x		x				
Lynn Capouya		x		x				

ENCLOSURE C
October 21, 2025

**PROPOSERS' UTILIZATION PARTICIPATION AND COMMUNITY BUSINESS ENTERPRISE PROGRAM INFORMATION FOR
ARCHITECTURAL/ENGINEERING SERVICES,
UTILIZING CONSTRUCTION MANAGER AT RISK DELIVERY METHOD,
FOR PITCHESS DETENTION CENTER SOUTH RENOVATION PROJECT**

FIRM INFORMATION*		Lionakis		HDR Architecture, Inc.		J.C. Change & Associates, Inc.	
BUSINESS STRUCTURE		CORPORATION		CORPORATION		CORPORATION	
CULTURAL/ETHNIC COMPOSITION		Number of Employees	% of Ownership	Number of Employees	% of Ownership	Number of Employees	% of Ownership
OWNERS/PARTNERS/ASSOCIATE PARTNERS	Black/African American	0	0%	384	2.99%	0	0.00%
	Hispanic/Latino	3	7%	1015	7.90%	0	0.00%
	Asian or Pacific Islander	4	9%	1248	9.73%	1	5.00%
	Native Americans	0	0%	23	1.80%	0	0.00%
	Subcontinent Asian	0	0%	0	0.00%	0	0.00%
	White	35	84%	8752	68.15%	5	95.00%
	Female (included above)	15	36%	4121	32%	2	25%
Total No. of Employees		195		12,841		42	
COUNTY CERTIFICATION							
CBE		N/A		N/A		N/A	
LSBE		N/A		N/A		N/A	
OTHER CERTIFYING AGENCY		N/A		N/A		N/A	

*Information provided by proposers in response to the Request for Proposal. On final analysis and consideration of award, vendors were selected without regard to race, creed, gender, or color.

BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	10/1/2025		
BOARD MEETING DATE	10/21/2025		
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)	DISTRICT ATTORNEY		
SUBJECT	AUTHORIZE THE LOS ANGELES COUNTY DISTRICT ATTORNEY'S OFFICE (LADA) TO ENTER INTO GRANT AWARD AGREEMENTS AND ACCEPT GRANT FUNDS FROM THE STATE OF CALIFORNIA DEPARTMENT OF INSURANCE (CDI) FOR THE AUTOMOBILE INSURANCE FRAUD, DISABILITY AND HEALTHCARE INSURANCE FRAUD, AND WORKERS' COMPENSATION INSURANCE FRAUD PROGRAMS FOR FISCAL YEAR 2025-26.		
PROGRAM	AUTOMOBILE INSURANCE FRAUD (AIF) PROGRAM; DISABILITY AND HEALTHCARE INSURANCE FRAUD (DHIF) PROGRAM; AND WORKERS' COMPENSATION INSURANCE FRAUD (WCIF) PROGRAM		
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why:		
SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No – Not Applicable		
DEADLINES/ TIME CONSTRAINTS	Board Resolutions are required to be submitted to the State of California Department of Insurance by <u>January 2, 2026</u> .		
COST & FUNDING	Total cost: \$17,524,000 (REQUESTED)	Funding source: STATE OF CALIFORNIA DEPARTMENT OF INSURANCE	
	TERMS (if applicable): JULY 1, 2025, THROUGH JUNE 30, 2026		
	Explanation:		
PURPOSE OF REQUEST	<p>Authorize the LADA to accept grant funds and enter into an agreement with CDI for AIF, DHIF, and WCIF Programs up to the total amount of \$17,524,000, for the period of July 1, 2025, through June 30, 2026. There is no required County match for these grants.</p> <p>Request the Chair of the Board of Supervisors to sign and affix a wet, stamp, or electronic signature to the attached Resolutions required to enter into GAA with CDI for AIF, DHIF, and WCIF Programs.</p> <p>Delegate authority to the District Attorney (DA), or designee, to execute the GAA and serve as Project Director for the programs. This also includes authorization to sign and approve any revisions, subsequent amendments, modifications, and/or extensions to CDI grant agreements that have no net County cost impact to the County of Los Angeles and subject to County Counsel approval as to form; and to apply, submit, and</p>		

	<p>execute all required grant application documents, including assurances and certifications, when and if such future and similar funding becomes available.</p> <p>Delegate the authority to the DA, or designee, upon approval and allocation of grant funds for Expert and/or Legal Consultant services per programmatic requirements to enter into and execute service agreements for consultant and expert services, on an as-needed basis, in an amount not to exceed \$200,000 per agreement. Each of the agreements will be approved as to form by County Counsel. This delegated authority also includes the execution of any subsequent amendments, extensions, modifications, and/or revisions to the service agreements, as necessary, to support the pre-filing and/or trial period(s) of the contracted fraud case(s), in alignment with the approved grant funds and any subsequent allocations authorized by the grantor.</p>
BACKGROUND (include internal/external issues that may exist including any related motions)	<p>Pursuant to Insurance Code Sections 1872.8(b)(1)(D) (AIF), 1872.85 (c)(2) (DHIF), and 1872.83(d) (WCIF), CDI is authorized to award and distribute certain funds to District Attorneys submitting plans approved by the Fraud Division for the increased investigation and prosecution of automobile insurance fraud cases, fraudulent disability and healthcare insurance fraud claims, and workers' compensation fraud cases, respectively. LADA has been awarded funding for the AIF for thirty-two (32) years, DHIF for twenty (20) years, and WCIF for thirty-three (33) years.</p>
EQUITY INDEX OR LENS WAS UTILIZED	<p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If Yes, please explain how:</p>
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If Yes, please state which one(s) and explain how:</p> <p>Approval of the recommended action is consistent with the Los Angeles County Strategic Plan, North Star No.1, Make Investments that Transform Lives: Los Angeles County is a highly responsive organization investing in solutions that address our most complex societal challenges (health, jobs, housing, food insecurity, and recidivism) affecting our most vulnerable communities – one person at a time; and North Star No.3, Realize Tomorrow's Government Today: The increasingly dynamic and complex environment challenges our collective abilities to respond to public needs and expectations. Los Angeles County is an innovative, flexible, effective, and transparent partner focused on advancing the common good and being fiscally responsible.</p>
DEPARTMENTAL CONTACTS	<p>Name, Title, Phone # & Email:</p> <p>Talin Keledjian, Grants and Contracts Analyst (213) 257-2804, or TKeledjian@da.lacounty.gov</p>



NATHAN J. HOCHMAN
LOS ANGELES COUNTY DISTRICT ATTORNEY

HALL OF JUSTICE
211 WEST TEMPLE STREET LOS ANGELES, CA 90012 (213) 974-3500

October 21, 2025

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012-2706

Dear Supervisors:

**AUTHORIZE THE LOS ANGELES COUNTY DISTRICT ATTORNEY'S OFFICE
TO ENTER INTO GRANT AWARD AGREEMENTS AND ACCEPT GRANT FUNDS
FROM THE STATE OF CALIFORNIA DEPARTMENT OF INSURANCE
FOR THE AUTOMOBILE INSURANCE FRAUD, DISABILITY AND HEALTHCARE
INSURANCE FRAUD, WORKERS' COMPENSATION INSURANCE FRAUD
PROGRAMS FOR FISCAL YEAR 2025-26.
(ALL DISTRICTS) (3-VOTES)**

SUBJECT

The Automobile Insurance Fraud (AIF), Disability and Healthcare Insurance Fraud (DHIF), and Workers' Compensation Insurance Fraud (WCIF) Programs support enhanced investigation and prosecution of automobile insurance fraud activity, fraudulent disability and healthcare insurance claims, and workers' compensation fraud cases, respectively. The Los Angeles County District Attorney's Office (LADA) is requesting the Board to sign the attached Resolutions required to enter into Grant Award Agreements (GAA) with the State of California Department of Insurance (CDI) for AIF, DHIF, and WCIF grant funds for Fiscal Year (FY) 2025-26. The LADA has submitted three applications to CDI and requested grant funding in the amount of \$5,300,000 for AIF, \$2,030,000 for DHIF, \$10,194,000 for WCIF Programs for FY 2025-26 to support enhanced investigation and prosecution of fraud activity and financial abuse. The LADA requests authorization to accept grant funds from CDI up to the total amount of \$17,524,000 with no required County match.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Authorize the LADA to accept grant funds and enter into an agreement with CDI for AIF, DHIF, and WCIF Programs up to the total amount of \$17,524,000, for the period of July 1, 2025, through June 30, 2026. There is no required County match for these grants.

2. Request the Chair of the Board of Supervisors to sign and affix a wet, stamp, or electronic signature to the attached Resolutions required to enter into GAA with CDI for AIF, DHIF, and WCIF Programs.
3. Delegate authority to the District Attorney (DA), or designee, to execute the GAA and serve as Project Director for the programs. This also includes authorization to sign and approve any revisions, subsequent amendments, modifications, and/or extensions to CDI grant agreements that have no net County cost impact to the County of Los Angeles and subject to County Counsel approval as to form; and to apply, submit, and execute all required grant application documents, including assurances and certifications, when and if such future and similar funding becomes available.
4. Delegate the authority to the DA, or designee, upon approval and allocation of grant funds for Expert and/or Legal Consultant services per programmatic requirements to enter into and execute service agreements for consultant and expert services, on an as-needed basis, in an amount not to exceed \$200,000 per agreement. Each of the agreements will be approved as to form by County Counsel. This delegated authority also includes the execution of any subsequent amendments, extensions, modifications, and/or revisions to the service agreements, as necessary, to support the pre-filing and/or trial period(s) of the contracted fraud case(s), in alignment with the approved grant funds and any subsequent allocations authorized by the grantor.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The LADA received the release of FY 2025-26 Request for Applications (RFAs) from CDI for the AIF on March 5, 2025, DHIF on February 26, 2025, and WCIF on February 19, 2025. The objective of these programs is to promote coordination and active partnerships in anti-fraud efforts and to continue the LADA's commitment to assist and protect consumers of life insurance and annuity products by enhancing the prosecution of life and annuity financial abuse.

These grant funds will be used for the investigation and prosecution of automotive, disability and healthcare, and worker's compensation fraud cases in Los Angeles County and to inform and educate the public on the nature and consequences of insurance fraud, as well as to train and share best practices with industry stakeholders and allied law enforcement agencies.

LADA's anti-insurance-fraud programs will address Los Angeles County's fraud problems by implementing a strategic approach to the prosecution of targeted modes of fraud; forming collaborative partnerships with other Federal, State, and local law enforcement agencies; ensuring that every case is investigated to its fullest legal extent and that the defendant pays the restitution at the time of the plea, or is placed on probation so that restitution may be collected over time and during the defendant's court-ordered probation; exploring criminal connections to larger fraud rings involving cappers, crooked lawyers, and dishonest doctors and chiropractors, and charging the excessive taking enhancement under Penal Code section 186.11 in all applicable circumstances.

The attached Resolutions require Board adoption as part of the GAA. The attached Resolutions have been approved as to form by County Counsel and adoption of the Resolutions will satisfy County and State requirements.

Board approval is required to accept grant funds from CDI for AIF, DHIF, and WCIF Programs for FY 2025-26, and CDI will provide the GAAs to LADA once the adopted Resolutions are received.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

Approval of the recommended action is consistent with the Los Angeles County Strategic Plan, North Star No.1, Make Investments that Transform Lives: Los Angeles County is a highly responsive organization investing in solutions that address our most complex societal challenges (health, jobs, housing, food insecurity, and recidivism) affecting our most vulnerable communities – one person at a time; and North Star No.3, Realize Tomorrow's Government Today: The increasingly dynamic and complex environment challenges our collective abilities to respond to public needs and expectations. Los Angeles County is an innovative, flexible, effective, and transparent partner focused on advancing the common good and being fiscally responsible.

FISCAL IMPACT/FINANCING

The CDI administers the grant programs and the distribution of funds for enhanced investigation and prosecution of automobile insurance fraud cases, fraudulent disability and healthcare insurance fraud claims, and workers' compensation fraud cases.

A total of \$17,524,000 in grant funding is requested for the LADA – AIF, DHIF, and WCIF Programs for FY 2025-26. There is no required County match for the programs. In addition, with the Board's delegated authority and the grantor's approval of grant funds allocation for the as-needed support services of investigation and prosecution, LADA will allocate funds from the grant awards to execute the Expert and/or Legal Consultant services agreement(s) through the County's procurement process and notify the Board of any services agreement(s) that exceed(s) \$200,000. Pursuant to the California Government Code § 26500.5 and given the unpredictable, confidential, and highly complex nature of the case(s) that arise, it is necessary to authorize the DA, or designee, to enter into agreements with experienced consultants in order to respond quickly and effectively to investigative and prosecutorial needs.

Once CDI approves the grant awards and the GAAs are executed, LADA will submit the budget appropriation adjustments to the Chief Executive Office and Auditor-Controller's Office to align LADA's budget with the grant awards.

If funding for these programs were to be curtailed or terminated, an evaluation of this program would be conducted to determine whether the program would either be continued, with costs

absorbed by the department, or discontinued with staff attrition or reallocation to vacant budgeted positions.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Pursuant to Insurance Code Sections 1872.8(b)(1)(D) (AIF), 1872.85 (c)(2) (DHIF), and 1872.83(d) (WCIF), CDI is authorized to award and distribute certain funds to District Attorneys submitting plans approved by the Fraud Division for the increased investigation and prosecution of automobile insurance fraud cases, fraudulent disability and healthcare insurance fraud claims, and workers' compensation fraud cases, respectively. LADA has been awarded funding for the AIF for thirty-two (32) years, DHIF for twenty (20) years, and WCIF for thirty-three (33) years.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

These programs do not propose attorney staff augmentation. Therefore, LADA is not subject to the Board Motion of December 15, 1998, requiring clearance with the Alternate Public Defender, Probation, Public Defender, and Sheriff's Departments.

CONCLUSION

Following Board approval, the Executive Officer-Clerk of the Board is requested to return a copy of the adopted Board Letter, and a copy of the executed Resolutions to Ms. Talin Keledjian, Los Angeles County District Attorney's Office, 211 West Temple Street, Suite 200, California, 90012-3205. Any questions may be directed to Ms. Keledjian at (213) 257-2804, or at TKeledjian@da.lacounty.gov.

Respectfully submitted,



NATHAN J. HOCHMAN

District Attorney

tk

Enclosures

c: Executive Officer, Board of Supervisors
Chief Executive Officer
County Counsel

Los Angeles County Chief Executive Office
Grant Management Statement for Grants \$100,000 or More

Department	DISTRICT ATTORNEY'S OFFICE
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Grant Project Title and Description	AUTOMOBILE INSURANCE FRAUD (AIF) PROGRAM
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The objective of this program is to enhance prosecutorial efforts and criminal investigations of major auto insurance fraud rings, syndicates, gangs, and organizations in Los Angeles County. These grant funds will allow the Los Angeles County District Attorney's Office to continue its collaborative efforts with the State of California, Department of Insurance (CDI) to identify, investigate and prosecute organized automobile insurance fraud rings (staged accidents, cappers, etc.). Perpetrators also include unscrupulous doctors, chiropractors, lawyers, and others who profit from fraudulent automobile insurance claims.

Funding Agency	Program (Fed. Grant #/State Bill or Code #)	Grant Acceptance Deadline
CALIFORNIA DEPARTMENT OF INSURANCE	CA INSURANCE CODE §1872.8	N/A

Total Amount of Grant Funding	\$5,300,000 (requested)	County Match	\$0
Grant Period	Begin Date: July 1, 2025	End Date:	June 30, 2026
Number of Personnel Hired Under This Grant	Full Time:	5	Part Time: 16

Obligations Imposed on the County When the Grant Expires

Will all personnel hired for this program be informed this is a grant-funded program?	Yes	<u>X</u>	No	_____
Will all personnel hired for this program be placed on temporary ("N") items?	Yes	<u>X</u>	No	_____
Is the County obligated to continue this program after the grant expires?	Yes	_____	No	<u>X</u>
If the County is not obligated to continue this program after the grant expires, the Department will:				
a.) Absorb the program cost without reducing other services	Yes	_____	No	<u>X</u>
b.) Identify other revenue sources (describe below)	Yes	_____	No	<u>X</u>

c.) Eliminate or reduce, as appropriate, positions/program costs funded by the grant.	Yes	<u>X</u>	No	_____

Impact of additional personnel on existing space:

None

Other requirements not mentioned above:

None

Department Head Signature


 NATHAN J. HOCHMAN

Date

09/05/2025

Los Angeles County Chief Executive Office
Grant Management Statement for Grants \$100,000 or More

Department	DISTRICT ATTORNEY'S OFFICE
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Grant Project Title and Description	DISABILITY AND HEALTHCARE INSURANCE FRAUD (DHIF) PROGRAM
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The objective of this program is to enhance the criminal investigation and prosecution of fraudulent disability and healthcare insurance claims in Los Angeles County. These grant funds will allow the Los Angeles County District Attorney's Office to successfully implement this program and reduce disability and healthcare insurance fraud through collaborative efforts with the State of California, Department of Insurance (CDI) and local law enforcement agencies.

Funding Agency	Program (Fed. Grant #/State Bill or Code #)	Grant Acceptance Deadline
CALIFORNIA DEPARTMENT OF INSURANCE	CA INSURANCE CODE §1872.85	N/A

Total Amount of Grant Funding	\$2,030,000 (requested)	County Match	\$0
Grant Period	Begin Date: July 1, 2025	End Date:	June 30, 2026
Number of Personnel Hired Under This Grant	Full Time:	4	Part Time: style="background-color: yellow;">9

Obligations Imposed on the County When the Grant Expires

Will all personnel hired for this program be informed this is a grant-funded program?	Yes	<u>X</u>	No	___
Will all personnel hired for this program be placed on temporary ("N") items?	Yes	<u>X</u>	No	___
Is the County obligated to continue this program after the grant expires?	Yes	___	No	<u>X</u>
If the County is not obligated to continue this program after the grant expires, the Department will:				
a.) Absorb the program cost without reducing other services	Yes	___	No	<u>X</u>
b.) Identify other revenue sources (describe below)	Yes	___	No	<u>X</u>
c.) Eliminate or reduce, as appropriate, positions/program costs funded by the grant.	Yes	<u>X</u>	No	___

Impact of additional personnel on existing space:

None

Other requirements not mentioned above:

None

Department Head Signature


 NATHAN J. HOCHMAN

Date

09/05/2025

Los Angeles County Chief Executive Office
Grant Management Statement for Grants \$100,000 or More

Department	DISTRICT ATTORNEY'S OFFICE				
Grant Project Title and Description		WORKERS' COMPENSATION INSURANCE FRAUD (WCIF) PROGRAM			
<p>The objective of this program is to enhance the identification, investigation, and prosecution of organized workers' compensation insurance fraud. These grant funds will allow the Los Angeles County District Attorney's Office to continue its collaborative efforts with the State of California, Department of Insurance (CDI) to investigate and prosecute those engaged in workers' compensation insurance fraud in Los Angeles County.</p>					
Funding Agency		Program (Fed. Grant #/State Bill or Code #)		Grant Acceptance Deadline	
CALIFORNIA DEPARTMENT OF INSURANCE		CA INSURANCE CODE §1872.83		N/A	
Total Amount of Grant Funding		\$10,194,000 (requested)		County Match \$0	
Grant Period	Begin Date: July 1, 2025		End Date: June 30, 2026		
Number of Personnel Hired Under This Grant			Full Time: 19	Part Time: 10	
<u>Obligations Imposed on the County When the Grant Expires</u>					
Will all personnel hired for this program be informed this is a grant-funded program?			Yes	<u>X</u>	No <u> </u>
Will all personnel hired for this program be placed on temporary ("N") items?			Yes	<u>X</u>	No <u> </u>
Is the County obligated to continue this program after the grant expires?			Yes <u> </u>	No	<u>X</u>
If the County is not obligated to continue this program after the grant expires, the Department will:					
a.) Absorb the program cost without reducing other services			Yes <u> </u>	No	<u>X</u>
b.) Identify other revenue sources (describe below)			Yes <u> </u>	No	<u>X</u>

c.) Eliminate or reduce, as appropriate, positions/program costs funded by the grant.			Yes	<u>X</u>	No <u> </u>
Impact of additional personnel on existing space:					
None					
Other requirements not mentioned above:					
None					

Department Head Signature


 NATHAN J. HOCHMAN

Date

09/05/2025

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1 recipient and the authorizing agency. The State of California and the California Department of
2 Insurance disclaim responsibility for any such liability.

3 **BE IT FURTHER RESOLVED** that the County of Los Angeles hereby authorizes the
4 District Attorney or his designee to serve as Project Director and to perform all further tasks
5 necessary for the completion of the project, including any extensions, execution and submission
6 of amendments, progress reports, and payment requests relating to the Grant Award Agreement;

7 **I DO HEREBY CERTIFY** that at a regular meeting of the Board of Supervisors of the
8 County of Los Angeles, on this _____ day of _____, 2025, the foregoing
9 Resolution was adopted.

10 **IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the seal of the
11 Board of Supervisors of the County of Los Angeles this _____ day of _____, 2025.

12
13 COUNTY OF LOS ANGELES

14
15 By _____
Chair, Board of Supervisors

16 APPROVED AS TO FORM BY
17 COUNTY COUNSEL:

18 DAWYN R. HARRISON

19 By _____
20 Lawrence Green
Senior Deputy County Counsel
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California, Department of Insurance, to be used exclusively for the program designated the “Disability and Healthcare Insurance Fraud Program” for the period covering July 1, 2025, to June 30, 2026;

IT IS AGREED that any liability arising out of the performance of the Grant Award Agreement, including civil court actions for damages, shall be the responsibility of the grant recipient and the authorizing agency. The State of California and the California Department of Insurance disclaim responsibility for any such liability.

BE IT FURTHER RESOLVED that the County of Los Angeles hereby authorizes the District Attorney or his designee to serve as Project Director and to perform all further tasks necessary for the completion of the project, including any extensions, execution and submission of amendments, progress reports, and payment requests relating to the Grant Award Agreement;

I DO HEREBY CERTIFY that at a regular meeting of the Board of Supervisors of the County of Los Angeles, on this _____ day of _____, 2025, the foregoing Resolution was adopted.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Board of Supervisors of the County of Los Angeles this _____ day of _____, 2025.

COUNTY OF LOS ANGELES

By _____
Chair, Board of Supervisors

APPROVED AS TO FORM BY
COUNTY COUNSEL:

DAWYN R. HARRISON

By _____
Lawrence Green
Senior Deputy County Counsel

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1 of Los Angeles hereby authorizes and approves acceptance of grant funds from the State of
2 California, Department of Insurance, to be used exclusively for the program designated the
3 “Workers’ Compensation Insurance Fraud Program” for the period covering July 1, 2025, to
4 June 30, 2026;

5 **IT IS AGREED** that any liability arising out of the performance of the Grant Award
6 Agreement, including civil court actions for damages, shall be the responsibility of the grant
7 recipient and the authorizing agency. The State of California and the California Department of
8 Insurance disclaim responsibility for any such liability.

9 **BE IT FURTHER RESOLVED** that the County of Los Angeles hereby authorizes the
10 District Attorney and his designee to serve as Project Director and to perform all further tasks
11 necessary for the completion of the project, including any extensions, execution and submission
12 of amendments, progress reports, and payment requests relating to the Grant Award Agreement;

13 **I DO HEREBY CERTIFY** that at a regular meeting of the Board of Supervisors of the
14 County of Los Angeles, on this _____ day of _____, 2025, the foregoing
15 Resolution was adopted.

16 **IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the seal of the
17 Board of Supervisors of the County of Los Angeles this _____ day of _____, 2025.

18
19 COUNTY OF LOS ANGELES

20
21 By _____
Chair, Board of Supervisors

22 APPROVED AS TO FORM BY
23 COUNTY COUNSEL:

24 DAWYN R. HARRISON

25 By _____
26 Lawrence Green
Senior Deputy County Counsel



NATHAN J. HOCHMAN
LOS ANGELES COUNTY DISTRICT ATTORNEY

HALL OF JUSTICE
211 WEST TEMPLE STREET LOS ANGELES, CA 90012 (213) 974-3500

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

December 17, 2024

52 December 17, 2024

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

A handwritten signature in black ink that reads "Edward Yen".

EDWARD YEN
EXECUTIVE OFFICER

Dear Supervisors:

**AUTHORIZE THE LOS ANGELES COUNTY DISTRICT ATTORNEY'S OFFICE
TO ENTER INTO GRANT AWARD AGREEMENTS AND ACCEPT GRANT FUNDS
FROM THE STATE OF CALIFORNIA DEPARTMENT OF INSURANCE
FOR THE AUTOMOBILE INSURANCE FRAUD, DISABILITY AND HEALTHCARE
INSURANCE FRAUD, WORKERS' COMPENSATION INSURANCE FRAUD
PROGRAMS FOR FISCAL YEAR 2024-25, AND
ORGANIZED AUTOMOBILE FRAUD ACTIVITY INTERDICTION
PROGRAM FOR FISCAL YEAR 2024-25, THROUGH FISCAL YEAR 2026-27, AND
APPROVE THE APPROPRIATION ADJUSTMENTS
(ALL DISTRICTS) (3-VOTES)**

SUBJECT

The Automobile Insurance Fraud (AIF), Disability and Healthcare Insurance Fraud (DHIF), Workers' Compensation Insurance Fraud (WCIF), and Organized Automobile Fraud Activity Interdiction (URBAN) Programs support enhanced investigation and prosecution of automobile insurance fraud activity, fraudulent disability and healthcare insurance claims, workers' compensation fraud, and organized automobile fraud activity interdiction cases, respectively. The Los Angeles County District Attorney's Office (LADA) is requesting the Board to sign the attached Resolutions required to enter into Grant Award Agreements (GAA) with the State of California Department of Insurance (CDI) for AIF, DHIF, and WCIF grant funds for Fiscal Year (FY) 2024-25, and URBAN grant fund for FY 2024-25, through FY 2026-27. CDI has awarded the LADA with \$3,816,574 for AIF, \$1,380,804 for DHIF, \$7,541,750 for WCIF Programs for FY 2024-25; and \$5,476,611 for URBAN Program for three (3) FYs (\$1,825,537 per FY) from FY 2024-25, through FY 2026-27, to support enhanced investigation and prosecution of fraud activity and financial abuse. The LADA requests authorization to accept grant funds from CDI in the total amount of \$18,215,739 with no required County match. In addition, approval of the appropriation adjustment is requested.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Authorize the LADA to accept grant funds and enter into an agreement with CDI for AIF, DHIF, and WCIF Programs in the total amount of \$12,739,128, for the period of July 1, 2024, through June 30, 2025; and for URBAN Program in the total amount of \$5,476,611, for the period of July 1, 2024, through June 30, 2027. There is no required County match for these grants.
2. Request the Chair of the Board of Supervisors to sign and affix a wet, stamp, or electronic signature to the attached Resolutions required to enter into GAA with CDI for AIF, DHIF, WCIF, and URBAN Programs.
3. Approve the attached appropriation adjustment in order to align the LADA's budget with the grant awards.
4. Delegate authority to the District Attorney (DA), or designee, to execute the GAA and serve as Project Director for the programs. This also includes authorization to sign and approve any revisions, subsequent amendments, modifications, and/or extensions to CDI grant agreements that have no net County cost impact to the County of Los Angeles.
5. Delegate authority to the DA, or designee, to award and execute investigative consultant agreements, approved as to form by County Counsel, and award CDI Grant funding to support the investigation and prosecution in AIF, DHIF, WCIF, and URBAN, as approved by the CDI, up to a total of \$90,000 across all four CDI grant programs, provided that LADA procures these services through a competitive bid process and notifies your Board and the Chief Executive Office, in writing, within thirty (30) days of the execution of the agreement. This delegated authority shall expire on June 30, 2025.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The LADA received the release of FY 2024-25 Request for Applications (RFAs) from CDI for the AIF on March 6, 2024, DHIF on February 28, 2024, WCIF on February 28, 2024, and URBAN on March 13, 2024. The objective of these programs is to promote coordination and active partnerships in anti-fraud efforts and to continue the LADA's commitment to assist and protect consumers of life insurance and annuity products by enhancing the prosecution of life and annuity financial abuse.

The attached Resolutions require Board adoption as part of the GAA. The attached Resolutions have been approved as to form by County Counsel and adoption of the Resolutions will satisfy County and State requirements.

Accordingly, the LADA submitted a grant application to CDI for AIF on June 24, 2024, DHIF on June 11, 2024, WCIF on April 24, 2024, and URBAN on July 1, 2024. CDI provided an award letter for AIF on September 6, 2024, DHIF on July 21, 2024, WCIF on July 10, 2024, and URBAN on September 6, 2024.

CDI will provide the LADA with the GAAs for funds awarded to the AIF, DHIF, WCIF, and URBAN Programs once the adopted Resolutions are received.

Board approval is required to accept grant funds from CDI for AIF, DHIF, and WCIF Programs for FY 2024-25, and URBAN Program for FY 2024-25 through FY 2026-27.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

Approval of the recommended action is consistent with the Los Angeles County Strategic Plan, North Star No.1, Make Investments that Transform Lives: Los Angeles County is a highly responsive organization investing in solutions that address our most complex societal challenges (health, jobs, housing, food insecurity, and recidivism) affecting our most vulnerable communities – one person at a time; and North Star No.3, Realize Tomorrow's Government Today: The increasingly dynamic and complex environment challenges our collective abilities to respond to public needs and expectations. Los Angeles County is an innovative, flexible, effective, and transparent partner focused on advancing the common good and being fiscally responsible.

FISCAL IMPACT/FINANCING

The CDI administers the grant programs and the distribution of funds for enhanced investigation and prosecution of automobile insurance fraud cases, fraudulent disability and healthcare insurance fraud claims, workers' compensation fraud, and organized automobile fraud activity interdiction cases.

The CDI awarded a total of \$12,739,128 in grant funding for the LADA – AIF, DHIF, and WCIF programs for FY 2024-25, and a total of \$5,476,611 in grant funding for LADA – URBAN program for FY 2024-25, through FY 2026-27. There is no required County match for the programs. In addition, with the Board's delegated authority, LADA shall allocate up to \$90,000 from the grant awards for the immediate support services of investigation and prosecution, as needed.

Approval of the attached appropriation adjustment in the net decrease of \$3,650,000 is requested as follows to align to the LADA's budget with the grant awards.

- AIF Program – Salaries and Employee Benefits appropriation of \$172,000 was overstated in the FY 2024-25 Final Adopted Budget and will be reduced from the total Salaries and Employee Benefits appropriation. This amount represents the difference between the grant award of \$3,816,574 (rounded to \$3,817,000) and the \$3,989,000 that was included in the LADA’s FY 2024-25 Final Adopted Budget.
- DHIF Program – Salaries and Employee Benefits appropriation of \$63,000 was overstated in the FY 2024-25 Final Adopted Budget and will be reduced from the total Salaries and Employee Benefits appropriation. This amount represents the difference between the grant award of \$1,380,804 (rounded to \$1,381,000) and the \$1,444,000 that was included in the LADA’s FY 2024-25 Final Adopted Budget.
- WCIF Program – Salaries and Employee Benefits appropriation of \$3,194,000 was overstated in the FY 2024-25 Final Adopted Budget and will be reduced from the total Salaries and Employee Benefits appropriation. This amount represents the difference between the grant award of \$7,541,750 (rounded to \$7,542,000) and the \$10,736,000 that was included in the LADA’s FY 2024-25 Final Adopted Budget.
- URBAN Program - Salaries and Employee Benefits appropriation of \$221,000 was overstated in the FY 2024-25 Final Adopted Budget and will be reduced from the total Salaries and Employee Benefits appropriation. This amount represents the difference between the grant award of \$1,825,537 (rounded to \$1,826,000) and the \$2,047,000 that was included in the LADA’s FY 2024-25 Final Adopted Budget.

If funding for these programs were to be curtailed or terminated, an evaluation of this program would be conducted to determine whether the program would either be continued, with costs absorbed by the department, or discontinued with staff attrition or reallocation to vacant budgeted positions.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Pursuant to Insurance Code Sections 1872.8(b)(1)(D) (AIF), 1872.85 (c)(2) (DHIF), and 1872.83(d) (WCIF), and 1874.8 (URBAN) CDI is authorized to award and distribute certain funds to District Attorneys submitting plans approved by the Fraud Division for the increased investigation and prosecution of automobile insurance fraud cases, fraudulent disability and healthcare insurance fraud claims, workers’ compensation fraud, and organized automobile fraud activity interdiction cases, respectively. LADA has been awarded funding for the AIF for thirty-one (31) years, DHIF for nineteen (19) years, WCIF for thirty-two (32) years, and URBAN for twenty (20) years.

The Honorable Board of Supervisors
December 17, 2024
Page 5


IMPACT ON CURRENT SERVICES (OR PROJECTS)

These programs do not propose attorney staff augmentation. Therefore, LADA is not subject to the Board Motion of December 15, 1998, requiring clearance with the Alternate Public Defender, Probation, Public Defender, and Sheriff's Departments.

CONCLUSION

Following Board approval, the Executive Officer-Clerk of the Board is requested to return a copy of the adopted Board Letter, and a copy of the executed Resolutions to Talin Keledjian, Los Angeles County District Attorney's Office, 211 West Temple Street, Suite 200, California, 90012-3205. Any questions may be directed to Ms. Keledjian at (213) 257-2804, or at TKeledjian@da.lacounty.gov.

Respectfully submitted,



NATHAN J. HOCHMAN
District Attorney

tk

Enclosures

c: Executive Officer, Board of Supervisors
Chief Executive Officer
County Counsel

Department	DISTRICT ATTORNEY'S OFFICE
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The objective of this program is to enhance prosecutorial efforts and criminal investigations of major auto insurance fraud rings, syndicates, gangs, and organizations in Los Angeles County. These grant funds will allow the Los Angeles County District Attorney's Office to continue its collaborative efforts with the State of California, Department of Insurance (CDI) to identify, investigate and prosecute organized automobile insurance fraud rings (staged accidents, cappers, etc.). Perpetrators also include unscrupulous doctors, chiropractors, lawyers, and others who profit from fraudulent automobile insurance claims.

Total Amount of Grant Funding	\$3,816,574	County Match	\$0
Grant Period	Begin Date: July 1, 2024	End Date:	June 30, 2025
Number of Personnel Hired Under This Grant	Full Time: 6	Part Time:	13

Will all personnel hired for this program be informed this is a grant-funded program?	Yes	<u>X</u>	No	<u> </u>
Will all personnel hired for this program be placed on temporary ("N") items?	Yes	<u>X</u>	No	<u> </u>
Is the County obligated to continue this program after the grant expires?	Yes	<u> </u>	No	<u>X</u>
If the County is not obligated to continue this program after the grant expires, the Department will:				
a.) Absorb the program cost without reducing other services	Yes	<u> </u>	No	<u>X</u>
b.) Identify other revenue sources (describe below)	Yes	<u> </u>	No	<u>X</u>
<u> </u>				
c.) Eliminate or reduce, as appropriate, positions/program costs funded by the grant.	Yes	<u>X</u>	No	<u> </u>

None


GEORGE GASCON

14324

Los Angeles County Chief Executive Office
Grant Management Statement for Grants \$100,000 or More

Department	DISTRICT ATTORNEY'S OFFICE
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Grant Project Title and Description	DISABILITY AND HEALTHCARE INSURANCE FRAUD (DHIF) PROGRAM
<p>The objective of this program is to enhance the criminal investigation and prosecution of fraudulent disability and healthcare insurance claims in Los Angeles County. These grant funds will allow the Los Angeles County District Attorney's Office to successfully implement this program and reduce disability and healthcare insurance fraud through collaborative efforts with the State of California, Department of Insurance (CDI) and local law enforcement agencies.</p>	

Funding Agency	Program (Fed. Grant #/State Bill or Code #)	Grant Acceptance Deadline
CALIFORNIA DEPARTMENT OF INSURANCE	CA INSURANCE CODE §1872.85	N/A

Total Amount of Grant Funding	\$1,380,804	County Match	\$0
Grant Period	Begin Date: July 1, 2024	End Date:	June 30, 2025
Number of Personnel Hired Under This Grant	Full Time: 2	Part Time:	10

<u>Obligations Imposed on the County When the Grant Expires</u>					
Will all personnel hired for this program be informed this is a grant-funded program?	Yes	<u>X</u>	No	<u> </u>	
Will all personnel hired for this program be placed on temporary ("N") items?	Yes	<u>X</u>	No	<u> </u>	
Is the County obligated to continue this program after the grant expires?	Yes	<u> </u>	No	<u>X</u>	
If the County is not obligated to continue this program after the grant expires, the Department will:					
a.) Absorb the program cost without reducing other services	Yes	<u> </u>	No	<u>X</u>	
b.) Identify other revenue sources (describe below)	Yes	<u> </u>	No	<u>X</u>	

c.) Eliminate or reduce, as appropriate, positions/program costs funded by the grant.	Yes	<u>X</u>	No	<u> </u>	

Impact of additional personnel on existing space:
None

Other requirements not mentioned above:
None

Department Head Signature

GEORGE GASCÓN

Date _____

117324

Department	DISTRICT ATTORNEY'S OFFICE
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WORKERS' COMPENSATION INSURANCE FRAUD (WCIF) PROGRAM

Funding Agency	Program (Fed. Grant #/State Bill or Code #)	Grant Acceptance Deadline
CALIFORNIA DEPARTMENT OF INSURANCE	CA INSURANCE CODE §1872.83	N/A

\$0

Part Time: 11

None

Date _____

11/3/24

Los Angeles County Chief Executive Office
Grant Management Statement for Grants \$100,000 or More

Department	DISTRICT ATTORNEY'S OFFICE
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Grant Project Title and Description	ORGANIZED AUTOMOBILE INSURANCE FRAUD ACTIVITY INTERDICTION (URBAN) PROGRAM
<p>The State Organized Automobile Fraud Interdiction Activity "Urban" Program combats organized automobile insurance fraud and economic auto theft activity in California's urban areas. This program is designed to increase the investigation and prosecution of this widespread crime in Los Angeles County. The Los Angeles County District Attorney's Office, with the collaboration of the California Highway Patrol, Department of Insurance, and the Los Angeles Police Department has broken up numerous staging gangs that have caused millions of dollars in losses.</p>	

Funding Agency	Program (Fed. Grant #/State Bill or Code #)	Grant Acceptance Deadline
CALIFORNIA DEPARTMENT OF INSURANCE	CA INSURANCE CODE §1872.8	N/A

Total Amount of Grant Funding	\$5,476,611	County Match	\$0
Grant Period	Begin Date: July 1, 2024	End Date:	June 30, 2027
Number of Personnel Hired Under This Grant	Full Time:	6	Part Time: 10

<u>Obligations Imposed on the County When the Grant Expires</u>			
Will all personnel hired for this program be informed this is a grant-funded program?	Yes	<u>X</u>	No <u> </u>
Will all personnel hired for this program be placed on temporary ("N") items?	Yes	<u>X</u>	No <u> </u>
Is the County obligated to continue this program after the grant expires?	Yes <u> </u>	No	<u>X</u>
If the County is not obligated to continue this program after the grant expires, the Department will:			
a.) Absorb the program cost without reducing other services	Yes <u> </u>	No	<u>X</u>
b.) Identify other revenue sources (describe below)	Yes <u> </u>	No	<u>X</u>
<div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 5px;"></div> <div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 5px;"></div>			
c.) Eliminate or reduce, as appropriate, positions/program costs funded by the grant.	Yes	<u>X</u>	No <u> </u>

Impact of additional personnel on existing space: None
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Other requirements not mentioned above: None
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Department Head Signature



 GEORGE GASCÓN

Date

11-13-24

September 18, 2024

COUNTY OF LOS ANGELES

REQUEST FOR APPROPRIATION ADJUSTMENT

DEPARTMENT OF DISTRICT ATTORNEY

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

ADJUSTMENT REQUESTED AND REASONS THEREFORE
FY 2024-25
3 - VOTES

SOURCES		USES	
DISTRICT ATTORNEY A01-DA-1000-14030 SALARIES & EMPLOYEE BENEFITS DECREASE APPROPRIATION	3,650,000	DISTRICT ATTORNEY A01-DA-88-8864-14030 AUTOMOBILE INSURANCE FRAUD ACTIVITY INTERDICTION PROGRAM DECREASE REVENUE	172,000
		DISTRICT ATTORNEY A01-DA-88-8865-14030 WORKERS' COMP INSURANCE FRAUD ACTIVITY INTERDICTION PROGRAM DECREASE REVENUE	3,194,000
		DISTRICT ATTORNEY A01-DA-88-8810-14030 STATE-SPECIAL GRANTS DECREASE REVENUE	284,000
SOURCES TOTAL	\$ 3,650,000	USES TOTAL	\$ 3,650,000

JUSTIFICATION
Reflects a decrease in Salaries & Employee Benefits appropriation and a corresponding decrease in revenue from the State of California, Department of Insurance for Automobile Insurance Fraud, Workers' Compensation Insurance Fraud, Disability and Healthcare Insurance Fraud, and Organized Automobile Fraud Activity Interdiction "Urban Grant" programs to align the District Attorney's budget with the full grant award amount.

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES
#52 DEC 17 2024

Mher Avetisyan Digitally signed by Mher Avetisyan
Date: 2024.11.13 08:03:34 -08'00'
AUTHORIZED SIGNATURE MHER AVETISYAN, BUDGET SECTION HEAD

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

Edward Yen
EDWARD YEN
EXECUTIVE OFFICER

REFERRED TO THE CHIEF
EXECUTIVE OFFICER FOR---

☐ ACTION

☒ RECOMMENDATION Digitally signed by
Andrea Turner Date: 2024.11.13
08:51:57 -08'00'

AUDITOR-CONTROLLER
054

DATE 11/13/24

☒ APPROVED AS REQUESTED

☐ APPROVED AS REVISED

CHIEF EXECUTIVE OFFICER

Brian Hoffman Digitally signed by
Brian Hoffman Date: 2024.11.13
15:33:17 -08'00'

DATE 11/13/24

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recipient and the authorizing agency. The State of California and the California Department of Insurance disclaim responsibility for any such liability.

BE IT FURTHER RESOLVED that the County of Los Angeles hereby authorizes the District Attorney or his designee to serve as Project Director and to perform all further tasks necessary for the completion of the project, including any extensions, execution and submission of amendments, progress reports, and payment requests relating to the Grant Award Agreement;

I DO HEREBY CERTIFY that at a regular meeting of the Board of Supervisors of the County of Los Angeles, on this 17th day of December, 2024, the foregoing Resolution was adopted.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Board of Supervisors of the County of Los Angeles this 17th day of December, 2024.



COUNTY OF LOS ANGELES

By Karmyn Barger
Chair, Board of Supervisors

APPROVED AS TO FORM BY
COUNTY COUNSEL:

DAWYN R. HARRISON

By Lawrence Green
Senior Deputy County Counsel

ATTEST: EDWARD YEN
EXECUTIVE OFFICER
CLERK OF THE BOARD OF SUPERVISORS

By Maxine Oleceda, Deputy

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California, Department of Insurance, to be used exclusively for the program designated the “Disability and Healthcare Insurance Fraud Program” for the period covering July 1, 2024, to June 30, 2025;

IT IS AGREED that any liability arising out of the performance of the Grant Award Agreement, including civil court actions for damages, shall be the responsibility of the grant recipient and the authorizing agency. The State of California and the California Department of Insurance disclaim responsibility for any such liability.

BE IT FURTHER RESOLVED that the County of Los Angeles hereby authorizes the District Attorney or his designee to serve as Project Director and to perform all further tasks necessary for the completion of the project, including any extensions, execution and submission of amendments, progress reports, and payment requests relating to the Grant Award Agreement;

I DO HEREBY CERTIFY that at a regular meeting of the Board of Supervisors of the County of Los Angeles, on this 17th day of December, 2024, the foregoing Resolution was adopted.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Board of Supervisors of the County of Los Angeles this 17th day of December, 2024.



COUNTY OF LOS ANGELES

By Kathryn Barger
Chair, Board of Supervisors

APPROVED AS TO FORM BY
COUNTY COUNSEL:

DAWYN R. HARRISON

By Lawrence Green
Senior Deputy County Counsel

ATTEST: EDWARD YEN
EXECUTIVE OFFICER
CLERK OF THE BOARD OF SUPERVISORS

By Maxine Oleceda, Deputy

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of Los Angeles hereby authorizes and approves acceptance of grant funds from the State of California, Department of Insurance, to be used exclusively for the program designated the “Workers’ Compensation Insurance Fraud Program” for the period covering July 1, 2024, to June 30, 2025;

IT IS AGREED that any liability arising out of the performance of the Grant Award Agreement, including civil court actions for damages, shall be the responsibility of the grant recipient and the authorizing agency. The State of California and the California Department of Insurance disclaim responsibility for any such liability.

BE IT FURTHER RESOLVED that the County of Los Angeles hereby authorizes the District Attorney and his designee to serve as Project Director and to perform all further tasks necessary for the completion of the project, including any extensions, execution and submission of amendments, progress reports, and payment requests relating to the Grant Award Agreement;

I DO HEREBY CERTIFY that at a regular meeting of the Board of Supervisors of the County of Los Angeles, on this 17th day of December, 2024, the foregoing Resolution was adopted.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Board of Supervisors of the County of Los Angeles this 17th day of December, 2024.



COUNTY OF LOS ANGELES

By Karmyn Barger
Chair, Board of Supervisors

APPROVED AS TO FORM BY
COUNTY COUNSEL:

DAWYN R. HARRISON

By Lawrence Green
Senior Deputy County Counsel

ATTEST: EDWARD YEN
EXECUTIVE OFFICER
CLERK OF THE BOARD OF SUPERVISORS

By Maxine Olea, Deputy

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1 **IT IS AGREED** that any liability arising out of the performance of the Grant Award
2 Agreement, including civil court actions for damages, shall be the responsibility of the grant
3 recipient and the authorizing agency. The State of California and the California Department of
4 Insurance disclaim responsibility for any such liability.

5 **BE IT FURTHER RESOLVED** that the County of Los Angeles hereby authorizes the
6 District Attorney to serve as Project Director and to perform all further tasks necessary for the
7 completion of the project, including any extensions, execution and submission of amendments,
8 progress reports, and payment requests relating to the Grant Award Agreement;

9 **I DO HEREBY CERTIFY** that at a regular meeting of the Board of Supervisors of the
10 County of Los Angeles, on this 17th day of December, 2024, the foregoing
11 Resolution was adopted.

12 **IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the seal of the
13 Board of Supervisors of the County of Los Angeles this 17th day of December, 2024.



COUNTY OF LOS ANGELES

By Karmyn Barger
Chair, Board of Supervisors

18 APPROVED AS TO FORM BY
19 COUNTY COUNSEL:

20 DAWYN R. HARRISON

21 By Lawrence Green
22 Lawrence Green
23 Senior Deputy County Counsel

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25
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ATTEST: EDWARD YEN
EXECUTIVE OFFICER
CLERK OF THE BOARD OF SUPERVISORS

By Maria Oleada, Deputy



Wednesday, September 10, 2025

Submission ID 6333304020482824957

Supplemental Declaration Form

Department Name

District Attorney

Department Point of Contact:

Name

Stephanie Nguyen

Email

qnguyen@da.lacounty.gov

Phone Number

(213) 257-2802

Title of Proceeding

AUTHORIZE THE LOS ANGELES COUNTY DISTRICT ATTORNEY'S OFFICE TO ENTER INTO GRANT AWARD AGREEMENTS AND ACCEPT GRANT FUNDS FROM THE STATE OF CALIFORNIA DEPARTMENT OF INSURANCE FOR THE AUTOMOBILE INSURANCE FRAUD, DISABILITY AND HEALTHCARE INSURANCE FRAUD, WORKERS' COMPENSATION INSURANCE FRAUD PROGRAMS FOR FISCAL YEAR 2025-26. (ALL DISTRICTS) (3-VOTES)

Agenda Date

Tuesday, October 21, 2025

Type of Proceeding

Contract

Was the contract legally required to be awarded to the lowest responsible bidder with a responsive bid?

No

Will you be uploading a Supplemental Declaration Form Excel Spreadsheet or completing the online form?

Online Form

Are you submitting this form as for a Party or a Participant?

Party

Individual/Company Name

California Department of Insurance

List any parent, subsidiary, related entities, and any other entities that are directed or controlled by the individual/Company?

N/A

List all individuals who have the authority to make decisions for the Individual/Company about

making contributions to a County Officer, regardless of whether you or the Individual/Company have actually made a contribution? Please include the Name and Title of the Individual below.

Name of Individual	Title of Individual
Ricardo Lara	California Insurance Commissioner

List all subcontractors named in the bid

N/A

List names of all individuals or entities (i.e., agents, law firms, consultants) who communicated with the County on behalf of the Individual/Company

Name of Individual or Entity	If an Individual, Name of Their Employer
Ricardo Lara	California Insurance Commissioner

Will this Individual/Company be awarded the contract?

No

In the past 12 months, did the individual/company applicant, any of the parent, subsidiary, or related entities, or any of the agents named above disclose making a contribution to a County officer that, when added together, is more than \$500 in total contributions to that officer?

No

Date of Submission

Wednesday, September 10, 2025

PARTICIPANTS

A participant may be an individual or company who contacted your department to oppose or support the contract, application, bid, proposal, license, franchise, or other entitlement for use and who may have a financial interest in the decision. List the participant in the "Individual/Company" field below.

Supplemental Declaration Form

Instructions

This form is required by the County of Los Angeles ("County") for departments to provide information about all parties, participants, and their agents, for all licenses, permits, contracts, and other entitlements for use issued by the County.

This form requires your department to report the names of individuals or entities, that may have potentially contributed to County officers, as defined in the Levine Act, by:

All individual bidders/proposers and applicants.

- All companies submitting bids/proposals or applications on behalf of themselves or others.
- All agents, lobbyists, or representatives paid to represent a bidder/proposer or applicant.
- Any "Financially Interested Participant" who actively supports or opposes a bid/proposal or application.

Additionally, if any of the individuals or entities listed above have disclosed to your department that they have made a contribution to a County officer, this form also requires you to provide the details of that contribution, including the contributor, the name of the officer who received the contribution, the amount contributed, and the date of contribution.

Submitting the form:

You may only submit one online Supplemental Declaration Form for each Party or Participant. For multiple Party or Participant submissions, you may download the Excel Supplemental Declaration Form template to complete and upload to the online Supplemental Declaration Form. Information for the Excel template must be entered in the correct columns; otherwise, inaccurate submissions may delay or rescind your submission. Once you have uploaded your completed Supplemental Declaration Form, submit the completed form by clicking on the "Submit" button at the bottom of the page.

If you are completing the online Supplemental Declaration Form, a PDF copy of your completed form will be sent to the email address indicated on the Supplemental Declaration Form. If you submit an Excel Supplemental Declaration form, you will receive an e-mail confirming that you submitted the file, but a copy of the file will not be attached to the e-mail.

Regardless of whether you submit an online Supplemental Declaration Form or an Excel Supplemental Declaration form, please keep a copy of the PDF confirmation of your completed form, and/or copy of your uploaded Excel Supplemental Declaration form for reference and in accordance with your department's policies and any applicable laws.

Please read all instructions carefully before completing this form. Incomplete or inaccurate information may result in significant delays in processing a license, permit, contract, or other entitlement to be placed on the Board's agenda.

1. How to Collect the Information

- Information required to complete this form may be obtained through your department's application or contracting process, such as from solicitation documents or application forms, or from information that the department has otherwise obtained through communication with the applicant, bidder, or proposer, or any participants.
- The department is not required to proactively investigate a potential participant's financial interest in a proceeding by reviewing public records or questioning the individual.

2. Information required:

Department Information

Complete this section with your Point of Contact to address any questions about the license, permit, contract, or other entitlement to be placed on the Board's agenda. Also, include the Title of the Proceeding (i.e. Board letter title or contract name) and the date the contract will be placed on the Board's agenda.

Spreadsheet or Online Form

For multiple Party or Participant submissions, you may download the Excel Supplemental Declaration Form template to complete and upload to the online Supplemental Declaration Form. Information for the Excel template must be entered in the correct columns; otherwise, inaccurate submissions may delay or rescind your submission.

If you select "Online Form," additional questions will appear and prompt you to provide the relevant Levine

Act information.

Parties or Participants

Select "Party" or "Participant" to indicate whether you are providing information about a Party or a Participant.

A "Party" is any person, company or entity who has applied for, or is the subject of, the proceeding. All applicants, bidders, or proposers for the contract, including those who were not selected or who were disqualified are also considered parties.

A "Participant" or Financially Interested Participant is any person or entity with a financial interest in the proceeding and who has communicated with an officer or employee of the County to support or oppose a particular outcome, such as:

- A non-applicant business or property owner who will be financially impacted by the decision;
- Individuals or entities who may financially benefit from a decision in a proceeding, such as investors, who have communicated with the agency or otherwise acts to influence the decision in a proceeding;
- Other individuals or entities, actively advocating for or against a bid/proposal or application.

If the applicant, bidder, or proposer has multiple parent companies, subsidiary companies, related business entities/dbas, subcontractors, other entities that are directed or controlled by the party or participant, individuals or entities who communicate with the County on their behalf, select the "Add Name/Entity" button to generate an additional field in which to enter the name. Please enter only one name per field.

Contributions

If a Party or Participant has disclosed to you or your Department making a contribution to a County officer that, when added together, is more than \$500 in total contributions to that officer, please select "Yes". If not, select "No".

If "Yes" is selected, complete the boxes as instructed. Add Rows for additional names of contributors.

3. Deadline for Submission:

This form must be submitted at least 45 days prior to the Board Meeting date, otherwise, the item may be withheld from being placed on the Board's agenda.

Questions:

Please click on the following links to respond to your questions.

- [Resources](#)
- Contact the EO Levine Act via email at EOLevineAct@bos.lacounty.gov.

Probation Oversight Commission Report to Public Safety Cluster

Presented By:
Wendelyn Julien, Executive Director
October 1, 2025

The mission of the Probation Oversight Commission (POC) is to re-imagine probation services in the County of Los Angeles to achieve accountability, transparency, and healing of the people served by and working for the Probation Department. The POC creates pathways for community engagement to foster trust between the community and the Probation Department. The POC ensures adherence to the highest ethics and the proper stewardship of public funds to support Probation in achieving the best outcomes for youth and adults on Probation.

Recent POC Meetings:

September 15, 2025 (Special Meeting)

(Date changed to avoid conflict with the BSCC meeting)

- Chief Guillermo Viera Rosa and Human Resources Manager Deanna Carlisle distinguished the 90-day deployment program from the 90-day accommodation program. 90-day staff deployment updates were provided and Probation described the purpose of the practice, communication with staff, and effectiveness in meeting staffing needs.
- Chief Viera Rosa discussed past and future movement of youth to Campus Kilpatrick, Barry J. Nidorf-SYTF, and Camp Paige; program adjustments; communication with partner agencies; and updates on BSCC compliance and facility suitability.
- Probation gave **a presentation on their intake, detention, and control (IDC) processes** including procedures, recent changes, and how the Department manages youth intake and detention operations.
- The POC **voted unanimously** to request information on the Department's consultant contracts over the past two fiscal years, including costs and scope.
- **767** total participants watched the special meeting live:
 - In Person – **11**
 - Webex – **85**
 - YouTube (live) – **671**

Upcoming POC Meetings:

September 25, 2025 (Virtual Town Hall Meeting)

- This will be a virtual town hall on the POC's recent inspections at Barry J. Nidorf-Secure Youth Treatment Facility and Campus Kilpatrick. (**[Click here to register](#)**)

October 9, 2025

- Updates from the POC's Education Ad Hoc Committee regarding a proposal related to post-secondary educational services.
- Overview of Probation's internal data management systems and structure.
- Presentation on the Probation Department's Memorandum of Understandings (MOUs) with law enforcement agencies for cooperation with field services.
- POC Report on recent updates and motion to approve the following reports:
 - **[Campus Kilpatrick Inspection Report](#)**
 - **[Barry J. Nidorf-SYTF Inspection Report](#)**
 - **[POC Report on BJN-SYTF and LPJH Visitation Observations](#)**

October 23, 2025 (Virtual Town Hall Meeting)

- This will be a virtual town hall on the POC's data series, including analytical data reports and recommendations.

2025 Inspections Cycle

The POC has completed its 2025 inspection cycle. Any health and welfare findings were immediately shared with Probation following the inspections and general findings have been and will be shared with the Board of Supervisors (Board) and the public over with a final report to be issued to the California Board of State and Community Corrections (BSCC) in December.

Inspection Reports (Click to view reports)

- [Dorothy Kirby Center Inspection Report](#)
- [Campus Kilpatrick Inspection Report](#)
- [Barry J. Nidorf-SYTF Inspection Report](#)
- Camp Afflerbaugh Inspection Report (*pending*)
- Los Padrinos Juvenile Hall Inspection Report (*pending*)
- Camp Rockey Inspection Report (*pending*)