County of Los Angeles
Sheriff's Department Headquarters
4700 Ramona Boulevard
Monterey Park, California 91754-2169

LEROY D. BACA, SHERIFF

May 20, 2008

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

Dear Supervisors:

APPROVAL OF AMENDMENT NUMBER ONE TO AGREEMENT NUMBER 76118 WITH INFRAGARD LOS ANGELES MEMBERS' ALLIANCE FOR LOS ANGELES JOINT REGIONAL INTELLIGENCE CENTER CONSULTING SERVICES (ALL DISTRICTS) (3 VOTES)

SUBJECT

Extension of Agreement 76118 with InfraGard Los Angeles to provide a consultant to the Los Angeles County Sheriff's Department's (Department) Joint Regional Intelligence Center (JRIC).

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and instruct the Chair of the Board of Supervisors to execute the attached proposed Amendment Number One (Amendment One) to Agreement Number 76118 with InfraGard Los Angeles Members' Alliance (InfraGard), to extend the term of the Agreement for five (5) years following the current expiration date of May 31, 2008, and increase the maximum contract sum in an amount not to exceed $1,130,000. This agreement is 100 percent subvented by the California State Homeland Security Grant Program (SHSGP).

2. Authorize the Sheriff or his designee to execute all change orders, and amendments as specified in the Agreement, if it is in the best interest of the County, including the right to suspend work pending the availability of grant funding for each contract year.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On November 14, 2006, the County accepted the Fiscal Year 2006 SHSGP grant funds. One hundred fifty thousand dollars ($150,000) was provided from the Law Enforcement Terrorism Prevention Program (LETPP) grant and was used to subvent 100 percent of the costs for the initial agreement for the consultant services requested herein.

The JRIC is a cooperative body of local law enforcement agencies tasked with the gathering and sharing of strategic information and data related to terrorism threats in Los Angeles County and the formulation of rapid responses to mitigate such threats by enlisting the support of the private sector.

Amendment One will permit InfraGard to continue providing services to the County by employing and managing a consultant for JRIC. The consultant is responsible for the administrative and operational coordination of JRIC critical infrastructure functions in support of JRIC committees and initiatives.

InfraGard has conducted its first year of cross-disciplinary and cross-jurisdictional training of current JRIC members and has researched, identified, and gained an understanding of various JRIC operations. The JRIC is now prepared to expand upon InfraGard's role of providing a supporting role as a force multiplier and/or subject-matter specialist pertaining to the Los Angeles region's critical infrastructure. Conversely, the JRIC is continuously working to utilize the resources of InfraGard to assist in meeting its own preparedness goals and objectives.

Implementation of Strategic Plan Goals

Amendment One supports the County's Strategic Plan Goal 1, Service Excellence, because it will allow for a significant expansion of the Department's ability to assist in the prevention of, preparation for, and response to any catastrophic event through the assistance of the private sector community, which will in turn improve our ability to respond to any emergency, in particular terrorism.

FISCAL IMPACT/FINANCING

The amount for the first year of services provided through Amendment One is $200,000. Should grant funding not be available at any time during the term, or should the issuance of any such grant be delayed, the Sheriff will issue to the Contractor a written notice to suspend work. This notice would remain in force until such time that grant funding is restored, and in no manner shall serve to extend the term of the agreement.

The notice-to-suspend work procedure enables the County to maximize the services provided by the Contractor, while protecting the County's financial interests. The maximum contract sum is $1,130,000. There is no cost-share or matching fund requirement.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Under the Agreement, InfraGard will provide consultant administrative services for the further development and expansion of JRIC, including the development, training, exercise, and implementation of efforts between JRIC and the seven regional counties it serves (Los Angeles, Orange, San Luis Obispo, Santa Barbara, Ventura, San Bernardino, and Riverside Counties) with regards to critical infrastructure/key resource security.

The Agreement is in compliance with all Board, Chief Executive Office, and County Counsel requirements, and has been reviewed and approved as to form by County Counsel.

CONTRACTING PROCESS

This consulting agreement was procured on a sole-source basis based upon InfraGard's unique qualifications and special expertise to provide a consultant for the specific services required. InfraGard is a non-profit California corporation established for the purpose of mitigating terrorist-based threats, risk, and loss. InfraGard was created by the Federal Bureau of Investigation (FBI), and its services are focused on the same seven Southern California counties as those serviced by the Los Angeles office of the FBI. InfraGard is the only national organization staffed by 100 percent-vetted private sector industry leaders, who represent each of the same 17 critical infrastructure categories recognized by Los Angeles law enforcement.

InfraGard has nationwide experience in establishing public-private partnerships to counter and respond to national security threats. In particular, InfraGard specializes in coordinating the resources and expertise of private businesses with the needs of government agencies responsible for public safety.

Amendment One will extend the InfraGard agreement through May 2013.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

There will be no negative impact on current Department operations and services.

CONCLUSION

Upon approval and execution of this Amendment by your Board, please return an adopted copy of this action and two originally executed copies of the Amendment to the Sheriff's Department, Contracts Unit, for further processing.

Sincerely,

LEROY D. BACA
SHERIFF

COUNTY OF LOS ANGELES SHERIFF'S DEPARTMENT

AMENDMENT NUMBER ONE TO AGREEMENT NUMBER 76118 with INFRAGARD LOS ANGELES to provide LOS ANGELES JOINT REGIONAL INTELLIGENCE CENTER & JOINT REGIONAL THREAT ASSESSMENT CENTER (LA JRIC - RTTAC) CONSULTING SERVICES (ALL DISTRICTS) (3 VOTES)

This Amendment Number One ("Amendment") is entered into by and between the County of Los Angeles (hereinafter "COUNTY") and InfraGard Los Angeles (InfraGard), a non-profit corporation (hereinafter "CONTRACTOR"), effective as of June 01, 2008, based on the following recitals:

I. WHEREAS, on May 28, 2007, the COUNTY and CONTRACTOR entered into County Agreement No. 76118 (AGREEMENT) to provide JRIC-RTTAC consultant services;

II. WHEREAS, this AGREEMENT currently expires on May 31, 2008;

III. WHEREAS, the COUNTY and the CONTRACTOR desire to extend the term of the AGREEMENT for a period of five (5) years, subject to the availability of additional grant funding, to continue providing JRIC consultant services;

IV. WHEREAS, the COUNTY and the CONTRACTOR desire to amend the Projected Cost of the AGREEMENT (*Attachment A)* to continue providing JRIC consultant services through the expiration of the AGREEMENT as proposed herein;

NOW THEREFORE, in consideration of the foregoing recitals and, of which are incorporated as part of this AGREEMENT, COUNTY and CONTRACTOR hereby further agree to amend this AGREEMENT as follows:

1. Amend Section II, Term of Agreement, to extend the AGREEMENT Term for a period of five (5) years, from June 01, 2008 through May 31, 2013, subject to the availability of additional grant funding;

2. Amend the AGREEMENT to include *Attachment A1* (attached hereunder as *Amendment 1, Exhibit 1, Price Sheet)* which includes Project Costs and Service Fees for the newly executed extension Term.

3. Add: *Section V. (Work, Suspension for Convenience)*, and include in the Agreement all language therein, as attached herein as *Exhibit 2, Suspension Clause.*

COUNTY OF LOS ANGELES SHERIFF'S DEPARTMENT
AMENDMENT NUMBER ONE TO AGREEMENT NUMBER 76118

Except as expressly provided in this Amendment Number 1, all other provisions, and conditions of the AGREEMENT shall remain the same and in full force and effect.

IN WITNESS WHEREOF, the Board of Supervisors has caused this Amendment Number One to be subscribed by its Chair, and has caused the seal of said Board to be hereto affixed and attested to by its Executive Officer, and CONTRACTOR has caused this Amendment to be executed on its behalf by its duly authorized officer, effective as of the Amendment Number One Effective Date.

THE COUNTY OF LOS ANGELES

By: _____
Chair, Board of Supervisors

ATTEST:

Sachi A. Hamai,
Executive Officer/Clerk
Board of Supervisors

By: _____
Deputy

INFRAGARD LOS ANGELES

By: Richard L Jones

PRINT NAME: RICHARD L. JONES

TITLE: PRESIDENT/CEO

DATE: 4-24-2008

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

By: G Gross
Gary Gross
Principal Deputy County Counsel

ATTACHMENT A1

JRIC Consultant Agreement
Projected Costs / Service Fees
(In Thousands of Dollars)

****

From JUNE 2008 through MAY 2009:

	Jun	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	April	May	Total
Prospective Grant Funding Available													
LA County	16.67	16.67	16.67	16.67	16.67	16.67	16.67	16.67	16.67	16.67	16.67	16.67	200.00
Consultant Expenses													
JRIC ChairpersonConsultant	6.25	6.25	6.25	6.25	6.25	6.25	6.25	6.25	6.25	6.25	6.25	6.25	75.00
Legal - Professional Svcs	0.63	0.63	0.63	0.63	0.63	0.63	0.63	0.63	0.63	0.63	0.63	0.63	7.50
Acctg - Professional Svcs	0.63	0.63	0.63	0.63	0.63	0.63	0.63	0.63	0.63	0.63	0.63	0.63	7.50
InfraGard Admin Fee	0.83	0.83	0.83	0.83	0.83	0.83	0.83	0.83	0.83	0.83	0.83	0.83	10.00
Total Regional Staff	8.33	8.33	8.33	8.33	8.33	8.33	8.33	8.33	8.33	8.33	8.33	8.33	100.00
Activity Expenses													
Exercises, JRIC Operations	4.17	4.17	4.17	4.17	4.17	4.17	4.17	4.17	4.17	4.17	4.17	4.17	50.00
Training, IG / TLO JRIC	4.17	4.17	4.17	4.17	4.17	4.17	4.17	4.17	4.17	4.17	4.17	4.17	50.00
Total Regional Other	8.33	8.33	8.33	8.33	8.33	8.33	8.33	8.33	8.33	8.33	8.33	8.33	100.00
Total Regional Expenses	16.67	16.67	16.67	16.67	16.67	16.67	16.67	16.67	16.67	16.67	16.67	16.67	200.00

Initial _____

RICHARD L. JONES
InfraGard Representative (please print)

4-2-2008
Date

Richard L Jones
InfraGard Representative Signed

ATTACHMENT A1

JRIC Consultant Agreement
Projected Costs / Service Fees
(In Thousands of Dollars)

****

From JUNE 2009 through MAY 2010:

	Jun	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	April	May	Total
Prospective Grant Funding Available													
LA County	18.75	18.75	18.75	18.75	18.75	18.75	18.75	18.75	18.75	18.75	18.75	18.75	225.00
Consultant Expenses													
JRIC Consultant	8.33	8.33	8.33	8.33	8.33	8.33	8.33	8.33	8.33	8.33	8.33	8.33	100.00
Legal - Professional Svcs	0.63	0.63	0.63	0.63	0.63	0.63	0.63	0.63	0.63	0.63	0.63	0.63	7.50
Acctg - Professional Svcs	0.63	0.63	0.63	0.63	0.63	0.63	0.63	0.63	0.63	0.63	0.63	0.63	7.50
InfraGard Admin Fee	0.83	0.83	0.83	0.83	0.83	0.83	0.83	0.83	0.83	0.83	0.83	0.83	10.00
Total Regional Staff	10.42	10.42	10.42	10.42	10.42	10.42	10.42	10.42	10.42	10.42	10.42	10.42	125.00
Activity Expenses													
Exercises, JRIC Operations	4.17	4.17	4.17	4.17	4.17	4.17	4.17	4.17	4.17	4.17	4.17	4.17	50.00
Training, IG / TLO JRIC	4.17	4.17	4.17	4.17	4.17	4.17	4.17	4.17	4.17	4.17	4.17	4.17	50.00
Total Regional Other	8.33	8.33	8.33	8.33	8.33	8.33	8.33	8.33	8.33	8.33	8.33	8.33	100.00
Total Regional Expenses	18.75	18.75	18.75	18.75	18.75	18.75	18.75	18.75	18.75	18.75	18.75	18.75	225.00

Initial _____

RICHARD L. JONES
InfraGard Representative (please print)

4-2-2008
Date

Richard L Jones
InfraGard Representative Signed

ATTACHMENT A1

JRIC Consultant Agreement
Projected Costs / Service Fees
(In Thousands of Dollars)

****

From JUNE 2010 through MAY 2011:

	Jun	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	April	May	Total
Prospective Grant Funding Available													
LA County	19.58	19.58	19.58	19.58	19.58	19.58	19.58	19.58	19.58	19.58	19.58	19.58	235.00
Consultant Expenses													
JRIC ChairpersonConsultant	8.33	8.33	8.33	8.33	8.33	8.33	8.33	8.33	8.33	8.33	8.33	8.33	100.00
Legal - Professional Svcs	0.63	0.63	0.63	0.63	0.63	0.63	0.63	0.63	0.63	0.63	0.63	0.63	7.50
Acctg - Professional Svcs	0.63	0.63	0.63	0.63	0.63	0.63	0.63	0.63	0.63	0.63	0.63	0.63	7.50
InfraGard Admin Fee	1.67	1.67	1.67	1.67	1.67	1.67	1.67	1.67	1.67	1.67	1.67	1.67	20.00
Total Regional Staff	11.25	11.25	11.25	11.25	11.25	11.25	11.25	11.25	11.25	11.25	11.25	11.25	135.00
Activity Expenses													
Exercises, JRIC Operations	4.17	4.17	4.17	4.17	4.17	4.17	4.17	4.17	4.17	4.17	4.17	4.17	50.00
Training, IG / TLO JRIC	4.17	4.17	4.17	4.17	4.17	4.17	4.17	4.17	4.17	4.17	4.17	4.17	50.00
Total Regional Other	8.33	8.33	8.33	8.33	8.33	8.33	8.33	8.33	8.33	8.33	8.33	8.33	100.00
Total Regional Expenses	19.58	19.58	19.58	19.58	19.58	19.58	19.58	19.58	19.58	19.58	19.58	19.58	235.00

Initial _____

RICHARD L. JONES
InfraGard Representative (please print)

4-2-2008
Date

Richard L. Jones
InfraGard Representative Signed

ATTACHMENT A1

JRIC Consultant Agreement
Projected Costs / Service Fees
(In Thousands of Dollars)

****

From JUNE 2011 through MAY 2012:

	Jun	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	April	May	Total
Prospective Grant Funding Available													
LA County	19.58	19.58	19.58	19.58	19.58	19.58	19.58	19.58	19.58	19.58	19.58	19.58	235.00
Consultant Expenses													
JRIC ChairpersonConsultant	8.33	8.33	8.33	8.33	8.33	8.33	8.33	8.33	8.33	8.33	8.33	8.33	100.00
Legal - Professional Svcs	0.63	0.63	0.63	0.63	0.63	0.63	0.63	0.63	0.63	0.63	0.63	0.63	7.50
Acctg - Professional Svcs	0.63	0.63	0.63	0.63	0.63	0.63	0.63	0.63	0.63	0.63	0.63	0.63	7.50
InfraGard Admin Fee	1.67	1.67	1.67	1.67	1.67	1.67	1.67	1.67	1.67	1.67	1.67	1.67	20.00
Total Regional Staff	11.25	11.25	11.25	11.25	11.25	11.25	11.25	11.25	11.25	11.25	11.25	11.25	135.00
Activity Expenses													
Exercises, JRIC Operations	4.17	4.17	4.17	4.17	4.17	4.17	4.17	4.17	4.17	4.17	4.17	4.17	50.00
Training, IG / TLO JRIC	4.17	4.17	4.17	4.17	4.17	4.17	4.17	4.17	4.17	4.17	4.17	4.17	50.00
Total Regional Other	8.33	8.33	8.33	8.33	8.33	8.33	8.33	8.33	8.33	8.33	8.33	8.33	100.00
Total Regional Expenses	19.58	19.58	19.58	19.58	19.58	19.58	19.58	19.58	19.58	19.58	19.58	19.58	235.00

Initial _____

RICHARD L. JONES
InfraGard Representative (please print)

4-2-2008
Date

Richard L Jones
InfraGard Representative Signed

ATTACHMENT A1

JRIC Consultant Agreement
Projected Costs / Service Fees
(In Thousands of Dollars)

****

From JUNE 2012 through MAY 2013:

	Jun	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	April	May	Total
Prospective Grant Funding Available													
LA County	19.58	19.58	19.58	19.58	19.58	19.58	19.58	19.58	19.58	19.58	19.58	19.58	235.00
Consultant Expenses													
JRIC ChairpersonConsultant	8.33	8.33	8.33	8.33	8.33	8.33	8.33	8.33	8.33	8.33	8.33	8.33	100.00
Legal - Professional Svcs	0.63	0.63	0.63	0.63	0.63	0.63	0.63	0.63	0.63	0.63	0.63	0.63	7.50
Acctg - Professional Svcs	0.63	0.63	0.63	0.63	0.63	0.63	0.63	0.63	0.63	0.63	0.63	0.63	7.50
InfraGard Admin Fee	1.67	1.67	1.67	1.67	1.67	1.67	1.67	1.67	1.67	1.67	1.67	1.67	20.00
Total Regional Staff	11.25	11.25	11.25	11.25	11.25	11.25	11.25	11.25	11.25	11.25	11.25	11.25	135.00
Activity Expenses													
Exercises, JRIC Operations	4.17	4.17	4.17	4.17	4.17	4.17	4.17	4.17	4.17	4.17	4.17	4.17	50.00
Training, IG / TLO JRIC	4.17	4.17	4.17	4.17	4.17	4.17	4.17	4.17	4.17	4.17	4.17	4.17	50.00
Total Regional Other	8.33	8.33	8.33	8.33	8.33	8.33	8.33	8.33	8.33	8.33	8.33	8.33	100.00
Total Regional Expenses	19.58	19.58	19.58	19.58	19.58	19.58	19.58	19.58	19.58	19.58	19.58	19.58	235.00

Initial _____

Richard L. Jones
InfraGard Representative (please print)

4-2-2008
Date

Richard L Jones
InfraGard Representative Signed

AGREEMENT 76118, INFRAGARD
AMENDMENT 1 – EXHIBIT 2

V. WORK, SUSPENSION FOR CONVENIENCE

The Agreement may be suspended, in whole or in part from time to time, by County in its sole discretion for any reason. Suspension of Work hereunder shall be affected by delivery to Contractor of a written Notice to Suspend Work (Notice) specifying the extent to which performance of Work is suspended, and the date upon which such suspension becomes effective. The date upon which such suspension becomes effective shall be no less than five (5) days after Notice.

The Notice to Suspend shall not in any manner have the effect of extending the Term of this Agreement nor shall the Notice be construed as Termination. Should said Notice be in effect on the expiration date of this Agreement, the Agreement shall be considered to have expired. In addition:

1. If, during the term of this Agreement, COUNTY funds appropriated for the purpose of this Agreement are reduced or eliminated, COUNTY may immediately suspend this Agreement with a written Notice to CONTRACTOR.

2. After receipt of the Notice and except as otherwise directed by COUNTY, CONSULTANT shall:

   a) Immediately stop services under this Agreement on the date and to the extent specified in the Notice.

   b) Complete the performance of such part of the Work as shall not have been terminated by the Notice.

3. After receipt of the Notice to Suspend, CONSULTANT shall submit to COUNTY, in the form and with the certifications as may be prescribed by COUNTY, its suspension claim and invoice for all services rendered up to, but not including, the effective date of suspension. Such claim and invoice shall be submitted promptly, but not later than three (3) months from the effective date of suspension. Upon failure of CONSULTANT to submit its suspension claim and invoice within the time allowed, COUNTY may determine, on the basis of information available to COUNTY, the amount, if any, due to CONSULTANT in respect to the suspension and such determination shall be final.

After such determination is made, COUNTY shall pay CONSULTANT the amount so determined.

4. Upon suspension of this Agreement, CONSULTANT shall deliver to COUNTY all work completed or in progress, including all data, reports and deliverables within ten (10) business days after suspension of this Agreement.

5. Any Work performed after the issuance of such Notice shall be considered gratuitous and not billable to COUNTY.

A. **NO PREJUDICE; SOLE REMEDY**

Nothing in this *Section V. (Work, Suspension for Convenience)* is deemed to prejudice any right of Contractor to make a claim against the County in accordance with this Agreement and applicable law and County procedures for payment for Work through the effective date of suspension. Contractor, however, acknowledges that the rights and remedies set forth in this *Section V.* shall be the only remedy available to Contractor in the event of a suspension pursuant to this *Section V.* by County.

B. **NOTICE TO RESUME WORK**

Upon written notification from the COUNTY Project Director, Contractor shall resume all Work prescribed herein. Contractor may commence billing COUNTY for all approved Work in accordance with the pricing rates established in *Attachment A1* for the monthly period coinciding with the Notice to Resume Work, or any pro rata portion thereof.