



County of Los Angeles
Chief Executive Office

PUBLIC SAFETY CLUSTER AGENDA REVIEW MEETING

DATE: Wednesday, September 18, 2019

TIME: 10:00 a.m.

LOCATION: Kenneth Hahn Hall of Administration, Conf. Rm. 830

SACHI A. HAMAI
Chief Executive Officer

AGENDA

Members of the Public may address the Public Safety Cluster on any agenda item by submitting a written request prior to the meeting. Two (2) minutes are allowed for each item.

1. CALL TO ORDER

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

- A.** Board Letter:
AGREEMENT FOR DISPATCH SERVICES BETWEEN THE CITY OF VERNON AND THE CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY
Speaker(s): Christopher Anderson and Lorraine Buck (Fire)

3. PRESENTATION/DISCUSSION ITEM(S):

- A.** Board Letter:
APPROVAL OF AMENDMENT NUMBER NINE TO EXTEND AGREEMENT NUMBER 77655 WITH PUBLIC COMMUNICATIONS SERVICES, INCORPORATED, FOR INMATE TELEPHONE SYSTEM AND SERVICES
Speaker(s): Christina Baker and Irma Santana (Sheriff)
- B.** Board Letter:
AUTHORIZATION TO EXTEND CONTRACTS WITH APPLEONE EMPLOYMENT SERVICES, INC. TO PROVIDE CLERICAL SERVICES FOR THE LOS ANGELES COUNTY PROBATION DEPARTMENT
Speaker(s): Robert Smythe and Reaver Bingham (Probation)
- C.** Board Letter:
AUTHORIZATION TO EXTEND CONTRACT NUMBER 78146 WITH HEALTHRIGHT 360 TO PROVIDE COMPREHENSIVE SERVICES TO THE ASSEMBLY Bill (AB) 109 POPULATION FOR THE COUNTY OF LOS ANGELES PROBATION DEPARTMENT
Speaker(s): Robert Smythe and Reaver Bingham (Probation)

Wednesday, September 18, 2019

- D.** Board Briefing:
PUBLIC SAFETY DEPARTMENTS BUDGET BRIEFING
Speaker(s): Public Safety Budget Staff (CEO)

- 4. PUBLIC COMMENT**
(2 minutes each speaker)

- 5. ADJOURNMENT**

- 6. UPCOMING ITEM(S):**

- A.** Board Letter:
AN SEVEN-YEAR LEASE AMENDMENT FOR 10,000 SQUARE FEET OF
OFFICE SPACE AT 5900 S. EASTERN AVENUE, COMMERCE, FOR THE
DISTRICT ATTORNEY
Speaker(s): Mike Navarro (CEO)



COUNTY OF LOS ANGELES FIRE DEPARTMENT

1320 NORTH EASTERN AVENUE
LOS ANGELES, CALIFORNIA 90063-3294
(323) 881-2404
www.fire.lacounty.gov

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

DARYL L. OSBY
FIRE CHIEF
FORESTER & FIRE WARDEN

BOARD OF SUPERVISORS

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SECOND DISTRICT

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THIRD DISTRICT

JANICE HAHN
FOURTH DISTRICT

KATHRYN BARGER
FIFTH DISTRICT

October 1, 2019

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:

AGREEMENT FOR DISPATCH SERVICES BETWEEN THE CITY OF VERNON AND THE CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY (FIRST DISTRICT) (3 VOTES)

SUBJECT

The Consolidated Fire Protection District of Los Angeles County (District) is requesting Board of Supervisors' (Board) approval to enter into an agreement for dispatch services with the City of Vernon (City). The City shall compensate the District on a per-incident cost basis. This agreement shall remain operative and effective until terminated by either the commencement of fire protection and emergency medical and related services by the District to the City pursuant to an Agreement for Services or by either party with one year's written notice.

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

1. Approve and delegate authority to the Fire Chief, or his designee, to execute the agreement with the City allowing the District to provide a limited scope of communication and dispatch services for emergency fire and medical response.
2. Find that the proposed agreement is categorically exempt from the provisions of the California Environmental Quality Act.

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

AGOURA HILLS
ARTESIA
AZUSA
BALDWIN PARK
BELL
BELL GARDENS
BELLFLOWER
BRADBURY

CALABASAS
CARSON
CERRITOS
CLAREMONT
COMMERCE
COVINA
CUDAHY
DIAMOND BAR
DUARTE

EL MONTE
GARDENA
GLENDALE
HAWAIIAN GARDENS
HAWTHORNE
HERMOSA BEACH
HIDDEN HILLS
HUNTINGTON PARK

INDUSTRY
INGLEWOOD
IRVINDALE
LA CANADA-FLINTRIDGE
LA HABRA
LA MIRADA
LA PUENTE
LAKEWOOD
LANCASTER

LAWNDALE
LOMITA
LYNWOOD
MALIBU
MAYWOOD
NORWALK
PALMDALE
PALOS VERDES ESTATES

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

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

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The Verdugo Dispatch currently provides dispatch services for the City. However, the District and the City coordinate through both the Verdugo Dispatch Center and the District's Dispatch Center on responses for emergency medical incidents, as well as brush and structure incidents through an automatic aid agreement.

The automatic aid agreement has proved to be successful for both departments ensuring resources are available for public safety. Nonetheless, utilizing two different dispatch centers significantly delays the dispatching of resources, which has resulted in negative patient outcomes.

Establishing one communications plan, giving the City the ability to request automatic aid resources directly, communicating information quickly, will improve incident interoperability, firefighter safety, reduced response times, workload, and improve address validation, thus reducing the risk to life and property.

Implementation of Strategic Plan Goals

Approval of the recommended actions is consistent with the County's Strategic Plan Goal No. III, Strategy III.3: Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability, by continually assessing our efficiency and effectiveness, maximizing and leveraging resources, and holding ourselves accountable

FISCAL IMPACT/FINANCING

This agreement shall not require the District to incur any non-reimbursable cost and/or expenses for the purpose of implementing this agreement, or any of its provisions, or to require the District to modify, alter, add, remove, or transform any of its existing equipment, system or facilities to implement any of the provisions contained in the agreement.

The City shall compensate the District on a per-incident cost basis. Each July 1st thereafter, the per-incident cost shall be adjusted by the District to reflect the District's current costs for providing services.

There is no impact to net County cost.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The term of the agreement shall remain operative and effective until terminated by: the commencement of fire protection and emergency medical and related services by the District to the City pursuant to an Agreement for Services; or, by either party with one year's written notice.

County Counsel has approved the Agreement as attached in significantly final form.

ENVIRONMENTAL DOCUMENTATION

This project is exempt from the California Environmental Quality Act (CEQA) as specified in Class 1 of the Environmental Document Reporting Procedures and Guidelines adopted by the Board of Supervisors, and Section 15301 of the State CEQA Guidelines (Existing Facilities).

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Though approval of the recommended action will increase the Fire District's incoming dispatch call to an estimated 1,830 per year, there will be no impact to current services.

CONCLUSION

Upon execution by your Board, please instruct the Acting Executive Officer, Clerk of the Board to return two (2) copies of the Minute Order and/or this approved letter, as applicable. Please forward the documents to the following:

Consolidated Fire Protection District of Los Angeles County
Executive Office
Attention: Debbie Aguirre, Chief of Staff
1320 N. Eastern Avenue
Los Angeles, CA 90063

The District's contact can be reached at (323) 881-6180.

Respectfully submitted,

DARYL L. OSBY, FIRE CHIEF

DLO:kc

Enclosures

c: Chief Executive Officer
County Counsel
Auditor-Controller

**AGREEMENT BY AND BETWEEN THE
CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY
AND THE CITY OF VERNON FOR DISPATCH SERVICES**

THIS AGREEMENT is made and entered into this ____ day of _____, 2019, by and between the Consolidated Fire Protection District of Los Angeles County, hereinafter referred to as the "FIRE DISTRICT," and the City of Vernon, hereinafter referred to as the "CITY."

W I T N E S S E T H

WHEREAS, CITY has decided to annex to the FIRE DISTRICT for the provision of fire protection, hazardous materials, emergency medical, and all related services (collectively hereinafter referred to as "fire services") as authorized by Government Code Section 55632 and pursuant to the provisions of Section 56848.3 of the Government Code of the State of California; and

WHEREAS, on August 6, 2019, CITY approved an Agreement for Services by and between the Consolidated Fire Protection District of Los Angeles County and the City of Vernon (hereinafter referred to as "Agreement"); and

WHEREAS, it is contemplated that final approval of the Agreement by the Board of Supervisors of Los Angeles County as governing body of the FIRE DISTRICT (hereinafter referred to as "Board of Supervisors") will occur at the conclusion of the statutorily required public hearings; and

WHEREAS, CITY has requested fire dispatch services by the FIRE DISTRICT to begin prior to the transfer of fire services to the FIRE DISTRICT; and

WHEREAS, FIRE DISTRICT is authorized by the California Health & Safety Code Sections 13862 and 13878, to provide such services to CITY.

NOW, THEREFORE, IN CONSIDERATION of the covenants, representations and agreements set forth herein, the parties mutually agree as follows:

I. RESPONSIBILITIES

A. Responsibilities of FIRE DISTRICT. It shall be the responsibility of the FIRE

DISTRICT to operate the FIRE DISTRICT communication and dispatch system (DISTRICT SYSTEM) and to do all of the following for incidents within the City normally responded to by the Vernon Fire Department:

1. Receive 9-1-1 and wireless emergency calls;
2. Transfer 9-1-1 and wireless calls to other agencies as appropriate;
3. Receive seven-digit emergency and direct connect (ring-down or party line) calls on numbers/circuits provided by CITY;
4. Provide TDD and foreign language translation;
5. Dispatch appropriate resources consistent with agreed upon run cards;
6. Provide emergency medical dispatch pre-arrival and lifesaving protocols to callers as approved by the Los Angeles County Department of Health Services;
7. Enter incident information into computer-aided dispatch system (CAD), including verified incident address/location, specific location information, informant's location, informant's telephone number, basic emergency information, appropriate text and type codes;
8. Time stamp receipt of 911 calls, entry into CAD, dispatch, and all status changes from mobile units initiated on mobile data computers (MDCs), if equipped;
9. Electronically document all incident and pertinent non-incident information;
10. Provide routine and emergency voice communications;
11. Track and record equipment status, location, and availability;
12. Coordinate Area, Regional, and specific agency mutual aid, initial action, and automatic aid agreements for dispatch purposes only;
13. Formulate, dispatch, and track strike team responses;
14. Maintain CAD databases;
15. Provide CAD and basic Management Information record (MIS records management and storage). The MIS records management system as indicated in #17 below.
16. Coordinate and assist CITY to integrate existing or future Fire and Emergency

1 Medical Services (EMS) report with CAD data. If unable to integrate into 3rd
2 party technology, FIRE DISTRICT will provide access to NFIRS and EPCR
3 applications as needed:

- 4 a. Incident Module (Basic NFIRS) as needed
- 5 b. EPCR as needed;

6 17. Provide access to CAD information;

7 18. Provide access to unit histories, unit status, rosters, and information;

8 19. Request and coordinate mass casualty resources;

9 20. Notify and coordinate with other city departments and outside agencies as
10 required;

11 21. Provide recording and retention of radio and telephone transmissions
12 consistent with State law;

13 22. Provide an annual report of operations;

14 23. Provide management and supervision to achieve desired results;

15 24. Provide access to the Reddinet Hospital status system;

16 25. Provide one (1) fire station terminal modem CRT type system;

17 26. Provide one (1) Administrative Office terminal modem CRT type system;

18 27. Provide one (1) "Dispatch" printer at the CITY fire station;

19 28. Provide system hardware/software maintenance and dispatch services
20 comparable to other District fire resources; and

21 **B. Responsibilities of CITY.** It shall be the responsibility of CITY to do all of the
22 following:

23 1. Provide equipment, hardware, and software which interface with the DISTRICT
24 SYSTEM (unless otherwise agreed to by all Parties), which include but are not
25 limited to:

26 a. Telephone numbers and routing coordination with features consistent with the
27 DISTRICT SYSTEM (9-1-1 and seven digit lines);

28 b. Voice radio system comprised of a sufficient number of channels which

- adequately covers the area of operation, using reliable equipment and sites;
- c. Dispatching resources in all fire stations which receive and transmit voice signals with features consistent with the DISTRICT SYSTEM;
 - d. Reliable voice system and mobile radios in all fire apparatus, with capabilities and features consistent with the DISTRICT SYSTEM;
 - e. Reliable voice portable radios for all personnel, with the capabilities and features consistent with the DISTRICT SYSTEM;
 - f. Geographic file information suitable for entry into DISTRICT CAD SYSTEM, including street location data, plot, city maps and other landmark/common place addresses, high value or brush areas, freeway information, and target hazards.
- 2. Provide listing of all apparatus, including radio designations, cross-staffed manned units and special response vehicles;
 - 3. Provide dispatch tables, algorithms, file protocols, dispatch recommendations, and move-ups to formulate dispatch recommendations;
 - 4. Provide CITY Fire Department personnel list including titles, radio call signs, office and home phone numbers, pager and cellular telephone numbers;
 - 5. Provide a list of key CITY personnel and telephone directory;
 - 6. Provide a list of receiving hospitals and access method for Paramedics;
 - 7. Provide copies of mutual aid, automatic aid, initial action or other inter-agency agreements;
 - 8. Provide initial ongoing DISTRICT SYSTEM training to all radio users;
 - 9. Provide copies of all applicable FCC licenses;
 - 10. Comply with DISTRICT SYSTEM policies; and
 - 11. Use DISTRICT SYSTEM incident type codes, priorities and categories.

II. EQUIPMENT

A. Start-up Costs and Equipment. FIRE DISTRICT's start-up costs shall include utilizing existing CITY equipment and providing any additional hardware/software necessary to

1 provide CITY with a dispatch system and service comparable to other FIRE DISTRICT
2 resources.

3 **B. Maintenance of Equipment.** FIRE DISTRICT shall test, and maintain any and all
4 equipment located in any fire station or fire apparatus owned and controlled by CITY to provide
5 CITY with a dispatch system and service comparable to other FIRE DISTRICT resources.

6 **C. Purchase of Future Equipment.** If any of the CITY's existing equipment becomes
7 damaged and/or is no longer feasible to maintain in the FIRE DISTRICT's sole discretion, CITY
8 shall be responsible for the replacement of such. In addition, as new technology becomes
9 available, CITY may purchase new products to enhance the current level of service. CITY will
10 provide written notice to FIRE DISTRICT of any anticipated purchase of new technology that
11 will be connected to the DISTRICT SYSTEM. FIRE DISTRICT, in its sole discretion, may
12 refuse to connect any new technology to the DISTRICT SYSTEM based on the lack of
13 compatibility with the DISTRICT SYSTEM or if such technology compromises the security of
14 the DISTRICT SYSTEM. CITY shall be responsible for all costs required to connect any new
15 technology to the DISTRICT SYSTEM.

16 **III. TERM**

17 This Agreement shall become effective on _____ (EFFECTIVE DATE). The
18 Agreement shall remain operative and effective until terminated in accordance with the
19 termination provisions herein.

20 **IV. COSTS**

21 **A. Per Incident Cost.**

- 22 1. Beginning with the EFFECTIVE DATE, CITY shall pay to the FIRE DISTRICT
23 \$40.13 per incident (PER INCIDENT COST) for each incident dispatched by
24 FIRE DISTRICT, regardless of the incident's disposition (for example, units
25 cancelled en-route).
- 26 2. CITY shall pre-pay for FIRE DISTRICT dispatch services using an estimated
27 number of 1,830 annual dispatched incidents. This 1,830 annual dispatched
28 incident number is then multiplied by the PER INCIDENT COST for the total

amount due by the CITY to the FIRE DISTRICT.

3. On July 1st, 2020, the FIRE DISTRICT will calculate the total number of dispatched incidents in the previous fiscal year. The FIRE DISTRICT shall subtract or add the appropriate number of dispatched incidents above or below 1,830 multiplied by the PER INCIDENT COST, for the fiscal year in which the dispatch occurred, to/from the billable amount due for the next fiscal year.
4. Each July 1st thereafter, the PER INCIDENT COST shall be adjusted by the FIRE DISTRICT to reflect the FIRE DISTRICT's current costs for providing services. See PER INCIDENT COST Calculation Formula as detailed on **Exhibit A** attached hereto.

B. Start-up Costs.

CITY shall be responsible for all start-up costs as determined by the FIRE DISTRICT at changeover of service. Start-up costs are estimated to be \$333,856 as detailed on **Exhibit B** attached hereto. An initial partial payment for the start-up costs of \$112,000 shall be due at system activation. The remaining balance will be added to the City's conversion costs obligation pursuant to the Agreement for Services. In the event an Agreement for Services is not effectuated by July 1, 2020, the balance of the start-up costs will be due July 31, 2020.

- C. Billing.** Pursuant to California Health & Safety Code Section 13878, the FIRE DISTRICT will bill the first year in advance, wherein the FIRE DISTRICT will bill year one based on the estimated 1,830 average calls per year. Each year thereafter, the FIRE DISTRICT will bill based on the previous fiscal year's call total. If the actual incident count is fewer than the estimated incident count, the FIRE DISTRICT shall credit the CITY for the difference, which amount shall be deducted from the subsequent fiscal year's annual invoice. If the actual incident count is greater than the estimated incident count, the additional amount due to the DISTRICT will be added to the CITY's subsequent fiscal year's annual invoice. The CITY shall be billed by written invoice for the PER INCIDENT COST. All invoices shall be payable

1 within thirty (30) days after receipt by CITY. All payments shall be sent to the FIRE
2 DISTRICT at:

3 Consolidated Fire Protection District of Los Angeles County
4 P.O. Box 54750
5 Los Angeles, CA 90054

6 **D. No Cost to FIRE DISTRICT.** Nothing in this Agreement shall be construed to
7 require FIRE DISTRICT to incur any non-reimbursable cost and/or expense for the
8 purpose of implementing this Agreement, or any of its provisions, or to require the
9 DISTRICT SYSTEM to modify, alter, add to, remove or transform any of its existing
10 equipment, system or facilities to implement any of the provisions of this Agreement.
11 It is the intent of this Agreement, and the Parties acknowledge and agree, that any
12 such changes modifications or alterations shall be at the sole cost of CITY.

13 **V. INDEMNITY**

14 **A. Assumption of Risk.** Each Party to this Agreement assumes full and sole
15 responsibility for all risks of injury and damages, including damage to all operating
16 equipment, arising from its own operation and use of and its own repairs and
17 maintenance performed on the equipment and each shall be solely responsible for all
18 claims, liability, loss, suits, damages, costs, and expenses (including attorneys' fees and
19 costs of litigation) and personal injuries (including death at any time) resulting directly or
20 indirectly from, or arising out of, its own operation and use of and its own repairs and
21 maintenance performed on the equipment and accessories. Each Party shall bear the
22 full legal and financial responsibility for its own conduct, actions and omissions carried
23 out in the performance of that Party's obligations and responsibilities under this
24 Agreement.

25 **B. Worker's Compensation.** Worker's Compensation claims shall be paid by the
26 employer of any injured worker and subrogation rights against all Parties are expressly
27 waived.

28 **C. Liability for Mutual/Automatic Aid.** Notwithstanding any other provisions of this

1 Agreement, CITY shall indemnify defend and hold harmless FIRE DISTRICT from and
2 against any claims or liability, including death, injury or property damage, and including
3 the costs of defense arising out of the making of any calls initiating any contact, or other
4 actions or omissions relating to dispatching Area Regional and/or specific agency
5 mutual aid and/or automatic aid whenever such aid is contacted or otherwise
6 summoned to respond from outside of the jurisdiction of CITY. The Parties
7 acknowledge and agree that whenever such mutual aid and/or automatic aid is
8 contacted or otherwise summoned by FIRE DISTRICT, such contact is made as a
9 courtesy in order to facilitate the implementation of such mutual aid and/or automatic aid
10 and is not intended to create any liability on the part of FIRE DISTRICT.

11 VI. INSURANCE

12 The Parties agree to obtain and maintain at their own cost during the term hereof policies of
13 insurance, or programs of self-insurance, covering their respective liability under this
14 agreement as follows:

15 A. General Liability:

16 (1) Each occurrence	\$1,000,000
17 (2) Products/Completed Operations Aggregate	\$5,000,000*
18 (3) Personal & Advertising Injury	\$1,000,000
19 (4) General Aggregate	\$2,000,000

20 *\$1,000,000 for comprehensive form

21 If the above insurance is written on a claims made form, it shall continue for three (3) years
22 following termination of this Agreement. The insurance shall provide for a retroactive date of
23 placement prior to or coinciding with the effective date of this agreement.

24 B. Business Automobile Liability. Business automobile liability insurance. For owned,
25 scheduled, non-owned, or hired automobiles with a combined single limit of not less than
26 \$1,000,000.

27 C. Workers' Compensation. Workers' compensation insurance as required by
28 California law.

1 **VII. CONFIDENTIALITY**

2 A. The Parties shall keep confidential any information provided by the other Party and
3 marked "Confidential Information," or any information conveyed orally by the disclosing party to
4 the non-disclosing party with notification of its confidentiality, and followed by a written
5 communication within five (5) days affirming that information as Confidential Information. This
6 paragraph shall not apply to any of the following:

- 7 1. Information which a Party can demonstrate by written records was known to
8 the non-disclosing Party prior to the effective date of this Agreement;
9 2. Information that is currently in, or in the future enters, the public domain other
10 than through a breach of this Agreement or through other act or omission of
11 the non-disclosing Party; or
12 3. Information that is obtained lawfully from a third party.

13 B. Should either Party receive a Public Records Act request from records that the other
14 Party has marked as "Confidential Information" the Party receiving the request shall notify the
15 other Party and the other Party shall then determine whether such information shall be
16 released. If the Party determines that the information cannot or should not be released, then
17 that Party shall be responsible for notifying the requesting person in writing and taking such
18 action as that Party may deem appropriate to defend its determination to maintain the
19 confidentiality of the record(s).

20 **VIII. RECORDS, INSPECTIONS AND AUDITS**

21 The Parties and their authorized representatives shall have the right to examine records
22 related to this agreement for a period of four (4) years after the final payment hereunder. Each
23 Party shall maintain and make available to the other accurate records and documents relative
24 to its activities pursuant to this agreement. Each shall allow the other to audit, examine and
25 make excerpts and transcripts from such records, and to conduct audits of all invoices,
26 materials, records or other data related to all other matters covered by this Agreement. Each
27 Party shall maintain such data and records in an accessible location and condition for a period
28 of not less than four (4) years from the date of final payment or until after the conclusion of any

1 audit, whichever occurs last.

2 **IX. TERMINATION**

3 A. This Agreement shall be terminated:

- 4 1) Upon the commencement date of services pursuant to the Agreement for
5 Services By and Between the Fire District and the City; or
- 6 2) By either party to this Agreement by giving written notice of such intent to the
7 other party, with or without cause, at least one (1) year prior to the effective date
8 of such termination.

9 Upon termination of this Agreement pursuant to paragraph 1 above, the FIRE DISTRICT will
10 refund to the CITY any prepaid incident costs pursuant to Section IV herein via a credit on the
11 City's Annual Fee for Services as defined in the Agreement for Services.

12 **X. GENERAL PROVISIONS**

13 **A. Entire Agreement.** This Agreement supersedes any and all other Agreements,
14 either oral or in writing, between the Parties hereto with respect to the subject matter hereof
15 and no other Agreement, statement, or promise relating to the subject matter of the
16 Agreement, which is not contained herein shall be valid or binding. In interpreting this
17 Agreement and resolving any ambiguities, this Agreement will take precedence over any cover
18 page or attachments.

19 **B. Interpretation.** This Agreement is the product of negotiation and compromise on
20 each Party's part. Every provision in this Agreement shall be interpreted as though the Parties
21 equally participated in its drafting. Therefore, notwithstanding the provisions in California Civil
22 Code Section 1654 to the contrary, if this Agreement's language is uncertain, the Agreement
23 shall not be construed against the Party causing the uncertainty to exist.

24 **C. Governing Law Venue.** The validity of this Agreement and any of its terms or
25 provisions, as well as the duties of the Parties hereunder, shall be governed by the laws of the
26 State of California. Venue for any litigation shall be Los Angeles County, California.

27 **D. Severability.** Should any part, term or provision of this Agreement or any document
28 required herein to be executed be declared invalid, void or unenforceable, all remaining parts,

1 terms and provisions hereof shall remain in full force and effect and shall in no way be
2 invalidated, impaired or affected thereby.

3 **E. Attorneys' Fees.** If any action at law or in equity is brought to enforce or interpret
4 the provisions of this Agreement the prevailing party shall be entitled to reasonable attorneys'
5 fees in addition to any other relief to which he/she/it may be entitled. "Prevailing party" means
6 a party who dismisses the action or proceeding in exchange for payment of a sum(s) allegedly
7 due; performance of the term(s) or covenant(s) allegedly breached or violated; or consideration
8 substantially equal to the relief sought in the action.

9 **F. Waiver of Breach.** The waiver of either Party of any breach of any provision of this
10 Agreement shall not operate or be construed as a waiver of any subsequent breach of the
11 same or any other provision.

12 **G. Assignment.** Nothing under this Agreement shall be construed to give any rights or
13 benefits to any party other than FIRE DISTRICT and CITY. All duties and responsibilities
14 under this Agreement shall be for the sole and exclusive benefit of FIRE DISTRICT and CITY,
15 and not for the benefit of any other party. Neither of the Parties shall assign any right or
16 interest in this Agreement, and shall not delegate any duty owed, without the other Party's prior
17 written consent.

18 Any attempted assignment or delegation shall be void and totally ineffective for all
19 purposes, and shall constitute a material breach upon which the non-breaching Party may
20 immediately terminate or suspend this Agreement. In the event FIRE DISTRICT or CITY
21 consents to an assignment or delegation, the assignee, delegate, or its legal representative
22 shall agree in writing to personally assume, perform and be bound by this Agreement's
23 covenants, conditions, obligations, and provisions.

24 **H. Successors and Assigns.** Subject to the provisions regarding assignment, this
25 Agreement shall be binding on the heirs, executors, administrators, successors and assigns of
26 the respective Parties.

27 **I. Time is of the Essence.** Whenever a task is to be performed by the Parties herein,
28 the same shall be performed consistent with any time constraints set forth hereunder, including

exhibits, time being considered of essence of this Agreement. Unless otherwise specified in this Agreement, all "days" refer to calendar days.

J. Force Majeure. Neither of the Parties shall be considered in default in the performance of its obligations hereunder if such obligations were prevented or delayed by any cause, existing or future, beyond the reasonable control of such Party, which includes, but is not limited to, acts of God, labor disputes, or civil unrest. Any delays beyond the control of the Parties shall automatically extend the time schedule as set forth in this Agreement by the period of any such delay.

K. Notice. Notices hereunder must be in writing and, unless otherwise provided herein, shall be deemed validly given on the date either personally delivered to the address indicated below; or on the third (3rd) business day following deposit, postage prepaid, using certified mail, return receipt requested, in any U.S. Postal mailbox or at any U.S. Post Office; or when sent via facsimile to a Party at the facsimile number set forth below or to such other or future facsimile number provided in the notice sent under the terms of this paragraph, on the date of transmission of that facsimile. Should either of the Parties have a change of address, it shall immediately notify the other Party in writing of such change, provided, however, that each address for notice must include a street address and not merely a post office box. All notices, demands or requests shall be given to the following addresses:

Consolidated Fire Protection District of Los Angeles County
Attention: Daryl L. Osby, Fire Chief
1320 N. Eastern Avenue
Los Angeles, CA 90063
Fax: (323) 265-9948

City of Vernon
Attention: Carlos Fandino, City Administrator
4305 Santa Fe Avenue
Vernon, CA 90058
Fax: (323) 826-1407

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1 **IN WITNESS WHEREOF**, this Agreement to be executed by each Party on the day and
2 year written below, and is effective and operative upon the date that it is fully executed by both
3 parties whichever date of execution by either party is later.

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

5 **CITY OF VERNON**

7 By _____
8 Daryl L. Osby, Fire Chief

7 By _____
8 Melissa Ybarra, Mayor

9 Date _____

9 Date _____

12 **ATTEST:**

14 By _____
15 Deborah Harrington, Interim City Clerk

17 **APPROVED AS TO FORM:**

17 **APPROVED AS TO FORM:**

18 MARY C. WICKHAM
19 County Counsel

21 By _____
22 Christina Angeles, Principal Deputy

21 By _____
22 Hema Patel, City Attorney

EXHIBIT A

**FIRE DISTRICT FISCAL YEAR 2019-20
PER INCIDENT DISPATCH COST
CITY OF VERNON**

Position	No. of Positions	Annual Max. Salary ⁽¹⁾	Total Salary
Assistant Fire Chief ⁽⁴⁾	1	\$247,416	\$247,416
Senior Secretary III	1	65,124	65,124
Administrative Assistant II	1	69,099	69,099
Supervising Fire Dispatcher ⁽⁵⁾	14	80,383	1,125,359
Fire Dispatcher II ⁽⁵⁾	78	72,117	5,625,140
Fire Dispatcher Specialist ⁽⁵⁾	4	78,042	312,169
Head Fire Dispatcher ⁽⁵⁾	1	84,851	84,851
Communications Services Analyst	1	89,524	89,524
Telecommunications Systems Consult Eng	1	131,833	131,833
Salary			7,750,516
Employee Benefits:			
⁽²⁾ Safety		73.44%	181,703
⁽³⁾ General		62.51%	4,690,518
			4,872,220
⁽⁷⁾ Dept. Overhead Rate		42.34%	3,281,724
Total Cost			15,904,461
⁽⁶⁾ Incidents Dispatched			396,320
Estimated cost per call			\$40.13

(1) Annual Salary includes the Board-approved COLA of 2% effective October 1, 2018 and 2.5% effective July 1, 2019 for the Assistant Fire Chief; 2% effective October 1, 2018 and 2.5% effective October 1, 2019 for the Sr. Secretary III, Admin. Assistant II and Head Fire Dispatcher positions. The remaining positions include an assumed COLA of 2% effective October 1, 2018 and 2.5% effective October 1, 2019. The Annual Salary also includes 2019-20 Step Variance of 111.9838% for the Assistant Fire Chief and 93.2334% for all others.

(2) Employee Benefits for Asst. Fire Chief based on the Auditor approved 2019-20 IER Safety EB (73.4400%).

(3) Employee Benefits for all others based on the Auditor approved 2019-20 Indirect Expense Rate (IER) General EB (62.5144%).

(4) The Assistant Fire Chief's salary includes the 5.5% EMT and 3.0% FFL Bonus.

(5) These items include EMD Bonus of 7.50% based on the Memorandum of Understanding for bargaining unit 603 and 604, effective June 1, 2016, Article 9, Section 5 (29 Standard Salary Levels).

(6) Based on LACoFD 2018 Statistical Summary.

(7) The Department Overhead Rate is based on the 2019-20 IER Group IV Rate (42.3420%).

EXHIBIT B**FIRE DISTRICT FISCAL YEAR 2019-20 ESTIMATED
START UP COSTS FOR DISPATCHING SERVICES
CITY OF VERNON**

Costs for equipping four fire stations comprised of four 3-man engines, one 4-man truck, one 2-man rescue ambulance, one Hazardous Materials unit, and one USAR vehicle

<u>Equipment</u>	<u>Number of Units</u>	<u>Unit Cost</u>	<u>2019-20 Est. Cost</u>
Communications: CradlePoint Modem MDC EPCR Vehicle Data Installation Radios (installation, testing and prog.) Headset Installation Quality Assurance Testing	8	\$21,917	\$175,336
Station SCUs	4	\$16,500	\$66,000
Station 76 Telecom and Installation	1	\$23,925	\$23,925
Station 77 Telecom and Installation	1	\$24,145	\$24,145
Station 78 Telecom and Installation	1	\$22,225	\$22,225
Station 77 Telecom and Installation	1	\$22,225	<u>\$22,225</u>
		Total Cost	<u>\$333,856</u>

October 1, 2019

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

Dear Supervisors:

**APPROVAL OF AMENDMENT NUMBER NINE TO EXTEND AGREEMENT
NUMBER 77655 WITH PUBLIC COMMUNICATIONS SERVICES,
INCORPORATED, FOR INMATE TELEPHONE SYSTEM AND SERVICES
(ALL DISTRICTS) (3 VOTES)**

SUBJECT

This is a joint recommendation by the Sheriff and the Chief Probation Officer. The Los Angeles County (County) Sheriff's Department (Department) and Probation Department (Probation) are seeking the Board's approval of Amendment Number Nine (Amendment) to Agreement Number 77655 (Agreement) with Public Communications Services, Incorporated (PCS) to extend the Agreement through October 31, 2021, a period of two years, including a final six-month option period of the current Agreement. The Amendment will ensure uninterrupted telephone services for inmate and juveniles held in the Department's and Probation's facilities. The current option period will expire on October 31, 2019. The Amendment allows the Department to complete its solicitation for a new contract for inmate communications system and services.

IT IS RECOMMENDED THAT THE BOARD:

1. Delegate authority to the Sheriff, or his designee, to execute an Amendment, substantially similar to the attached Amendment, with PCS to extend the Agreement through October 31, 2021, a total period of two years, which includes the final six-month option period of the current Agreement.

2. Delegate authority to the Sheriff, or his designee, to terminate the Agreement for convenience, either in whole or in part, if necessary, with 30 calendar days advance written notice, once the Department has completed the solicitation process for a new inmate communications system and services contract.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommended actions will ensure uninterrupted telephone service for inmates and juveniles who are being held in the Department's and Probation's facilities. This Amendment will also allow the Department and Probation to complete its solicitation process for a new contract for inmate communications system and services.

Background

On September 20, 2011, the Board approved the Agreement for the provision of an Inmate Telephone System (ITS) and services to the Department and Probation, with an initial term from November 1, 2011, through October 31, 2016. Under the Agreement, the County has the option to extend the term of the Agreement for up to three one-year periods, plus one six-month period, through April 30, 2020, if all options are exercised.

On September 26, 2013, the Federal Communications Commission (FCC) released a "Report and Order and Further Notice of Proposed Rulemaking" (FCC 13-113), which among other things, established interim rate caps on the interstate calling rates charged by inmate calling service providers.

On December 2, 2013, the County and the contractor entered into Amendment Number One to the Agreement which, among other things, deleted and replaced Exhibit B (Statement of Work), of the Agreement to change the delivery method for Pre-Paid Call Services from a tangible Pre-Paid Phone Card to a Cardless Debit Phone Account administered by the contractor.

On February 4, 2014, the County and the contractor entered into Amendment Number Two to the Agreement which (1) reduced the collect call maximum dollar amount from \$125 to \$60 for calls placed to any single destination phone number during any continuous 30-day period, and (2) directed the contractor to implement, not later than thirty (30) calendar days from the effective date of the Amendment, the recording of all telephone calls made from any and all phones within the Department's Detention Facilities, that are not made to an attorney or public defender telephone number, including calls initiated by Pro-Per Inmates.

On February 10, 2014, the County and the contractor entered into Amendment Number Three to the Agreement which reduced the Inmate Telephone Billing Rate for Domestic Calls – Interstate Calls (Debit Phone [Cardless] and Pre-Paid Account), effective February 11, 2014.

On November 5, 2015, the FCC released a “Second Report and Order and Third Further Notice of Proposed Rulemaking” (FCC 15-136), which among other things, established rate caps on interstate and intrastate calling rates and eliminated, restricted, and/or further defined the fees which may be charged by inmate telephone providers.

On March 7, 2016, the United States Court of Appeals, District of Columbia Circuit (D.C. Court) issued an order staying the implementation of rate caps on the calling rates set forth in 47 CFR Section 64.6010, and caps on fees for single-call services set forth in 47 CFR Section 64.6020(b) (2), pending judicial review of the legality of those caps established pursuant to FCC 15-136.

On March 23, 2016, the D.C. Court issued another order staying the implementation of the interim rate caps set forth in 47 CFR Section 64.6030 only as they apply to the provision of intrastate calling services; whereas, all other provisions, rules, and regulations set forth in FCC 15-136 remained effective and were to be implemented by jail facilities by June 20, 2016.

On June 14, 2016, the Board delegated authority to the Sheriff to execute Amendment Number Four to the Agreement that (1) modified the Inmate Telephone Billing Rates and implemented new FCC-authorized Ancillary Services Charges consistent with FCC 15-136, (2) deleted the Convenience and Single-Bill fees authorized under Paragraph 9.5 (Miscellaneous Fees) of the Agreement, (3) added the Advance Pay One Call (APOC) services, and (4) formally memorialized the addition of customer kiosks at Department’s Custody and Detention Facilities. The Board however did not delegate authority to the Sheriff to exercise the first one-year option term. The Board also requested that the Sheriff, in consultation with the Chief Executive Officer, Interim Chief Probation Officer, and the Office of Diversion and Reentry, report back to the Board in writing by September 30, 2016, with a written detailed analysis of the impact of the contract amendments on the cost and use of inmate phones, as well as recommendations regarding terms that should be included in a Request for Proposal (RFP) that would increase contact between inmates and their families, minimize recidivism, which will have an impact on distressed communities.

On October 4, 2016, the Board delegated authority to the Sheriff to execute Amendment Number Five to the Agreement that allowed the Department to exercise the first one-

year Option Term and extend the term of the Agreement from November 1, 2016, through October 31, 2017. The Board letter provided the Department's analysis and findings and proposed recommendations in response to the Board's June 14, 2016, action.

On November 23, 2016, the County and the contractor entered into Amendment Number Six to the Agreement that amended Exhibit N (Kiosk Locations) to relocate kiosk machines from Department's Pitchess Detention Center and Lancaster Sheriff's Station to Walnut Sheriff's Station and Norwalk Sheriff's Station.

On December 19, 2016, the Department released a Request for Information (RFI) to seek information from vendors who could provide an ITS. The RFI requested vendors to include any new technology features that allowed the use of emerging electronic technologies including but not limited to: electronic tablets, increased video visitation, video grams, inmate voicemail, and e-mail. The Department received six responses by the January 20, 2017 deadline. All six vendors were invited to participate in a non-competitive presentation of their products related directly to the subject intent of the RFI. Five vendors participated in the vendor presentations.

After reviewing the RFI responses and observing the vendor product presentations, the Department determined that inmate communication technologies such as electronic tablets need further, research, a potential pilot program, and technical consulting before introducing these devices to the County's entire inmate population. It was also determined that inmate tablet devices were still considered an emerging technology and, in some cases, still in the prototype (pilot) phase.

On June 13, 2017, the D.C. Court ruled on the legality of FCC 15-136. The order was upheld in part and vacated in part, and certain issues were remanded to the FCC for further proceeding. The ruling had no immediate impact on the Agreement. There were no permanent calling rate caps or ancillary fee caps in effect that would have required modifications to the Agreement at that time. This remains true today, as the FCC has failed to take any further action to set permanent calling rate caps and ancillary fee caps on interstate calls.

On October 10, 2017, the Board delegated authority to the Sheriff to execute Amendment Number Seven to the Agreement to (1) exercise the second one-year option term from November 1, 2017, through October 31, 2018, (2) update the County-mandated provisions regarding consideration of GAIN/GROW Program Participants, County's Quality Assurance Plan, and Safely Surrendered Baby Law, and (3) add the new County-mandated provisions regarding Time Off for Voting and Compliance with

County's Zero Tolerance Policy on Human Trafficking. The parties entered into Amendment Number Seven on October 27, 2017.

In 2018, Department representatives toured jails in various states and counties to observe the use of electronic tablets issued to inmates, and interviewed the jail administrators about the advantages and any problems experienced from issuing the tablets. Based upon the balance of positive reviews, the Department decided to combine inmate telephone and electronic tablet services into one solicitation, and engaged in gathering information to pursue this process. Tablet technology is relatively new and evolving so the Department was exploring the services of a consulting firm to analyze its impact on infrastructure and operations and advise how to go forward with implementing this program.

On October 2, 2018, the Board delegated authority to the Sheriff to execute Amendment Number Eight to the Agreement to (1) exercise the third one-year option term from November 1, 2018, through October 31, 2019, (2) update the County-mandated provision regarding Assignment by Contractor, and (3) add the County-mandated provision regarding Compliance with Fair Chance Employment Practices and compliance with the County Policy of Equity. The parties entered into Amendment Number Eight on October 22, 2018.

On January 24, 2019, the Department decided to remove the electronic tablets from the inmate phone services solicitation and to forego consulting services due to the uncertainty about future plans for the jail infrastructure. On August 13, 2019, the contract for the Men's Central Jail replacement project was canceled. After further consideration of this news, the Department concluded it should resume exploring enhanced inmate communication platforms. Including electronic tablets within the ITS is expected to assist with Department of Justice compliance by providing an additional platform for inmates to submit service requests and grievances, and for the Department to track and account for such submissions. Tablet technology is being used at an increasing rate throughout correctional facilities in the United States, and has shown the potential to improve how educational services are delivered to inmates, including access to an electronic library, instructional videos, and distance learning opportunities with college partners. Tablet technology also shows the potential to improve accessibility for inmates to complete court mandated training, and for improving the likelihood of successful community reentry.

Implementation of Strategic Plan Goals

The ITS and services provided under the proposed Amendment support the County's Strategic Plan, Strategy III.3, Pursue Operational Effectiveness, Fiscal Responsibility and Accountability. Specifically, the Amendment will allow the Department and

Probation to continue providing telephone services to inmates and juveniles being held throughout the Department's and Probation's facilities.

FISCAL IMPACT/FINANCING

This is a revenue-generating Agreement. The County's commission will continue unchanged at 67.5 percent of the Total Billable Amount, or a Minimum Annual Guarantee of \$15 million for the Department and \$59,000 for Probation, whichever is greater, for each year of the Agreement. The County does not collect a commission on any Ancillary Service Charges collected by the contractor. Revenue generated from the Agreement is deposited by the Department into the Inmate Welfare Fund (IWF) and used for various educational, rehabilitative, and recreational programs, and projects that benefit the inmates. Revenue generated from the Agreement for Probation will be deposited into Probation's Detentions Budget (DB) account to benefit juveniles housed at their facilities.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Pursuant to California Penal Code Section 4025(d), any commission received from the inmate telephone provider shall be deposited into the IWF.

This extension period allows the Department to complete its solicitation for a new contract for inmate communications system and services.

PCS is in compliance with all Board and Chief Executive Office requirements, including Jury Service Program Safely Surrendered Baby Law, and Defaulted Property Tax Reduction Program.

The Amendment was approved as to form by County Counsel prior to execution by the Sheriff.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of this action will ensure uninterrupted telephone services for inmates and juveniles who are being held in the Department's and Probation's facilities. The

Department will continue to work on finalizing requirements for a RFP solicitation for inmate communications system and services.

The Honorable Board of Supervisors
October 1, 2019
Page 7

CONCLUSION

Upon Board approval, please return three adopted copies of the Board letter to the Department's Contracts Unit.

Sincerely,
ALEX VILLANUEVA, SHERIFF

Reviewed by:

TIMOTHY K. MURAKAMI
UNDERSHERIFF

TERRI L. McDONALD
CHIEF PROBATION OFFICER

DRAFT

AV:ARV:arv
(Fiscal Administration Bureau – Contracts Unit)

- c: Board of Supervisors, Justice Deputies
Celia Zavala, Executive Officer, Board of Supervisors
Sachi A. Hamai, Chief Executive Officer
Sheila Williams, Senior Manager, Chief Executive Office (CEO)
Rene Phillips, Manager, CEO
Jocelyn Ventilacion, Principal Analyst, CEO
Anna Petrosyan, Analyst, CEO
Mary C. Wickham, County Counsel
Michele Jackson, Principal Deputy County Counsel
Terri L. McDonald, Chief Probation Officer
Elizabeth D. Miller, Chief Legal Advisor, Legal Advisory Unit
Timothy K. Murakami, Undersheriff
Robert J. Olmsted, Assistant Sheriff
Dennis M. Kneer, Chief of Staff
Joseph E. Dempsey, Chief, Custody Services Division Specialized Programs
Conrad Meredith, Division Director, Administrative Services Division (ASD)
Glen C. Joe, Assistant Division Director, ASD
Rick M. Cavataio, Director, Fiscal Administration Bureau (FAB)
Kimberly L. Unland, Captain, Inmate Services Bureau
Christina R. Baker, Lieutenant, Inmate Services Bureau
Dave E. Culver, Assistant Director, Fiscal Administration Bureau, Contracts Unit
Vanessa C. Chow, Sergeant, ASD
David V. Neill, Sergeant, Inmate Services Bureau
Irma Santana, Contracts Manager, FAB, Contracts Unit
Adam R. Wright, Deputy, ASD
Abby R. Valdez, Contract Analyst, FAB, Contracts Unit
(Contracts – Public Communications Services 10-01-19)

**AMENDMENT NUMBER NINE TO AGREEMENT NO. 77655
BY AND BETWEEN
COUNTY OF LOS ANGELES
AND
PUBLIC COMMUNICATIONS SERVICES, INC.
FOR INMATE TELEPHONE SYSTEM (ITS) AND SERVICES**

This Amendment Number Nine ("Amendment") to Agreement Number 77655 ("Agreement") is entered into by and between County of Los Angeles ("County") and Public Communications Services, Inc. ("Contractor"), effective upon execution by both parties.

- A. WHEREAS, on September 20, 2011, the County Board of Supervisors approved the Agreement, with an Initial Term from November 1, 2011, through October 31, 2016, with three one-year Option Terms and six months, for Contractor's provision of Inmate Telephone System (ITS) and Services for the Los Angeles County Sheriff's Department ("Department") and the Los Angeles County Probation Department ("Probation"); and
- B. WHEREAS, in August 2012, County and Contractor agreed to implement County's option to install kiosks at various Department facilities, to enable, among other things, the setting up of Pre-Paid Accounts to be used solely by Inmates for ITS and Services, as defined in the Agreement, and County and Contractor wish to formally memorialize herein the installation thereof; and
- C. WHEREAS, on December 2, 2013, County and Contractor entered into Amendment Number One to the Agreement which, among other things, deleted and replaced Exhibit B (Statement of Work) of the Agreement to change the delivery method on Pre-Paid Call services from a tangible Pre-Paid Phone Card to a Debit Phone Account (Cardless) administered by Contractor; and
- D. WHEREAS, on February 4, 2014, County and Contractor entered into Amendment Number Two to the Agreement which (1) reduced the collect call maximum dollar amount from \$125 to \$60 to any single destination phone number in any continuous 30-day period, and (2) directed Contractor to implement, not later than thirty (30) calendar days from the effective date of Amendment Number Two, the recording of all telephone calls made from any and all phones within the Department Custody and Detention Facilities, which are not made to an attorney or public defender telephone number, including calls initiated by Pro-Per Inmates; and
- E. WHEREAS, on September 26, 2013, the Federal Communications Commission (FCC) released a Report and Order and Notice of Proposed Rulemaking (FCC-13-113) which, among other things, established interim rate caps on the interstate calling rates charged by inmate calling service providers; and
- F. WHEREAS, on February 10, 2014, County and Contractor entered into Amendment Number Three to the Agreement which reduced the Inmate Telephone Billing Rate for Domestic Calls – Interstate Calls (Debit Phone

**AMENDMENT NUMBER NINE TO AGREEMENT NO. 77655
BY AND BETWEEN
COUNTY OF LOS ANGELES
AND
PUBLIC COMMUNICATIONS SERVICES, INC.
FOR INMATE TELEPHONE SYSTEM (ITS) AND SERVICES**

Account (Cardless) and Pre-Paid Account), effective February 11, 2014, in compliance with FCC 13-113; and

- G. WHEREAS, on November 5, 2015, the FCC released a Second Report and Order and Third Further Notice of Proposed Rulemaking (FCC 15-136) which, among other things, established rate caps on interstate and intrastate calling rates and eliminated, restricted, and/or further defined the fees which may be charged by inmate calling service providers; and
- H. WHEREAS, on March 7, 2016, the United States Court of Appeals, District of Columbia Circuit ("D.C. Court") issued an order staying the implementation of rate caps on the calling rates set forth in 47 CFR section 64.6010, and caps on fees for single-call services set forth in 47 CFR section 64.6020(b) (2) pending judicial review of the legality of those caps, as established by FCC 15-136; and
- I. WHEREAS, on March 23, 2016, the D.C. Court issued another order staying the implementation of the interim rate caps set forth in 47 CFR section 64.6030 only as they apply to the provision of intrastate calling services; and
- J. WHEREAS, all other provisions, rules, and regulations set forth in FCC 15-136 remain effective and shall be implemented by jail facilities by June 20, 2016; and
- K. WHEREAS, on June 16, 2016, County and Contractor entered into Amendment Number Four, effective June 20, 2016, which (1) modified the Inmate Telephone Billing Rates and implemented new FCC-authorized Ancillary Service Charges consistent with FCC 15-136, (2) deleted the Convenience and Single-Bill fees authorized under Paragraph 9.5 (Miscellaneous Fees) of the Agreement, (3) added the Advance Pay One Call (APOC) service, and (4) formally memorialized the addition of Customer kiosks at the Department Custody and Detention Facilities; and
- L. WHEREAS, on October 19, 2016, County and Contractor entered into Amendment Number Five to the Agreement to extend the Term of the Agreement for the first one-year Option Term from November 1, 2016 through October 31, 2017; and
- M. WHEREAS, on November 23, 2016, County and Contractor entered into Amendment Number Six to amend Exhibit H (Kiosk Locations) to relocate kiosk machines from Pitchess Detention Center and Lancaster Station to Walnut Station and Norwalk Station respectively; and

**AMENDMENT NUMBER NINE TO AGREEMENT NO. 77655
BY AND BETWEEN
COUNTY OF LOS ANGELES
AND
PUBLIC COMMUNICATIONS SERVICES, INC.
FOR INMATE TELEPHONE SYSTEM (ITS) AND SERVICES**

- N. WHEREAS, on June 13, 2017, the D.C. Court ruled on legality of the Second Report and Order and Third Further Notice of Proposed Rulemaking (80 Fed. Reg. 79136-01 (Dec. 18, 2015)) ("Second Order") issued by the FCC, which, among other things, set permanent rate caps and ancillary fee caps on both interstate and intrastate calls. (Global Tel*Link v. Fed. Communications Comm'n, No. 15-1461 (D.C. Cir. June 13, 2017)). The Second Order was upheld in part and vacated in part, and certain issues were remanded to the FCC for further proceedings; and
- O. WHEREAS, on October 26, 2017, County and Contractor entered into Amendment Number Seven to the Agreement to (1) extend the Term of the Agreement for the second one-year Option Term from November 1, 2017 through October 31, 2018, (2) update the County-mandated provisions regarding Consideration of GAIN/GROW Participants, County's Quality Assurance Plan, and Safely Surrendered Baby Law, and (3) add the County-mandated provisions regarding Time Off for Voting and Compliance with County's Zero Tolerance Policy on Human Trafficking; and
- P. WHEREAS, on October 22, 2018, County and Contractor entered into Amendment Number Eight to the Agreement to (1) extend the Term of the Agreement for the third one-year Option Term from November 1, 2018 through October 31, 2019, (2) update the County-mandated provision regarding Assignment and Delegation/Mergers or Acquisitions, and (3) add the County-mandated provisions regarding Compliance with Fair Chance Employment Practices and Compliance with the County Policy of Equity; and
- Q. WHEREAS, the Agreement currently expires on October 31, 2019; and
- R. WHEREAS, County and Contractor agree to (1) extend the Term of the Agreement through October 31, 2021, a total period of two years, which includes the final six-month option period of the Agreement, and (2) add the County-mandated provision regarding Compliance with Prison Rape Elimination Act (PREA) of 2003, Zero Tolerance for Sexual Abuse and Sexual Harassment.

NOW THEREFORE, in consideration of the mutual covenants set forth herein, and for good and valuable consideration, County and Contractor agree to amend the Agreement as follows:

1. Paragraph 7 (Term) of the Agreement is deleted in its entirety and replaced as follows to extend the Term of the Agreement through October 31, 2021, a total period of two years, which includes the final six-month option period of the Agreement:

**AMENDMENT NUMBER NINE TO AGREEMENT NO. 77655
BY AND BETWEEN
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FOR INMATE TELEPHONE SYSTEM (ITS) AND SERVICES**

7. TERM

- 7.1 The Term of this Agreement shall be from November 1, 2011, through and including October 31, 2021, unless terminated earlier in whole or in part, as provided herein.
- 7.2 County maintains databases that track/monitor Contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether County will exercise an Option Term extension of the Agreement.
- 7.3 Contractor shall notify Sheriff Project Director, Sheriff Project Manager, Probation Project Director and Probation Project Manager when the current Term is within six (6) months from the expiration of this event, Contractor shall send written notification to the addresses herein provided in Exhibit K (County and Contractor Administration) of the Agreement.

- 2. Paragraph 70.0 (Compliance with Prison Rape Elimination Act (PREA) of 2003, Zero Tolerance for Sexual Abuse and Sexual Harassment) is added to Exhibit A (Additional Terms and Conditions) of the Agreement as follows to add the County-mandated provision regarding Compliance with Prison Rape Elimination Act (PREA) of 2003, Zero Tolerance for Sexual Abuse and Sexual Harassment:

70.0 COMPLIANCE WITH PRISON RAPE ELIMINATION ACT (PREA) OF 2003, ZERO TOLERANCE FOR SEXUAL ABUSE AND SEXUAL HARASSMENT

- 70.1 Contractor acknowledges that the Department has a zero tolerance policy for sexual abuse and sexual harassment of inmates pursuant to the Prison Rape Elimination Act of 2003 ("PREA") at 34 U.S.C. 30301 et. seq.

70.2 Training

Contractor acknowledges that that any person employed by or acting on behalf of Contractor that enters a Department facility must be trained on their responsibilities under the Department's zero tolerance policy, including their own duty to report any knowledge, suspicion, or information regarding an incident of

**AMENDMENT NUMBER NINE TO AGREEMENT NO. 77655
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PUBLIC COMMUNICATIONS SERVICES, INC.
FOR INMATE TELEPHONE SYSTEM (ITS) AND SERVICES**

sexual abuse or sexual harassment immediately to Department custody staff.

70.3 Background Requirements

70.3.1 Contractor shall not assign any individual to the Department who may have contact with Department inmates who:

- (1) Has engaged in sexual abuse in a prison, jail, lockup, community confinement facility, juvenile facility, or other institution, under the definitions in the PREA Standards for Prisons and Jails; or
- (2) Has been convicted or civilly or administratively adjudicated of engaging or attempting to engage in sexual activity in the community facilitated by force, overt or implied threats of force, or coercion, or if the victim did not consent or was unable to consent or refuse.

70.3.2 Contractor shall disclose to the Department any incidents of sexual harassment by any individual who may have contact with Department inmates.

70.3.3 Contractor acknowledges that the Department will perform an initial criminal background records check in accordance with Paragraph 34.0 (Background and Security Investigations) of Exhibit A (Additional Terms and Conditions) of the Agreement on any person employed by or acting on behalf of Contractor who may have contact with inmates before that individual begins working in any capacity in which the individual may have contact with inmates. Any person employed or acting on behalf of the Contractor who will or may have any contact with inmates will also be subject to criminal background checks every five (5) years.

70.4 Continuing Obligations

Contractor acknowledges that it shall immediately notify the Department if any employee or agent is criminally or civilly charged with or convicted of sexual assault, sexual battery, sexual abuse, or any other sexual-related offense.

**AMENDMENT NUMBER NINE TO AGREEMENT NO. 77655
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FOR INMATE TELEPHONE SYSTEM (ITS) AND SERVICES**

3. Except as expressly provided in this Amendment, all terms and conditions of the Agreement shall remain in full force and effect.
4. Contractor represents and warrants that the person executing this Amendment for Contractor is an authorized agent who has actual authority to bind Contractor to each and every item, condition, and obligation of the Amendment and that all requirements of Contractor have been fulfilled to provide such actual authority.

DRAFT

**AMENDMENT NUMBER NINE TO AGREEMENT NO. 77655
BY AND BETWEEN
COUNTY OF LOS ANGELES
AND
PUBLIC COMMUNICATIONS SERVICES, INC.
FOR INMATE TELEPHONE SYSTEM (ITS) AND SERVICES**

IN WITNESS WHEREOF, the County of Los Angeles, by order of its Board of Supervisors, has caused this Amendment Number Nine to be executed on its behalf by the Sheriff of the County of Los Angeles, and Contractor has caused this Amendment Number Nine to be duly executed on its behalf by its duly authorized officer.

COUNTY OF LOS ANGELES

By: _____
ALEX VILLANUEVA, SHERIFF

Date: _____

PUBLIC COMMUNICATIONS
SERVICES, INC.

By: _____

Name: _____

Title: _____

Date: _____

APPROVED AS TO FORM:
MARY C. WICKHAM
County Counsel

By: _____
Michele Jackson
Principal Deputy County Counsel



COUNTY OF LOS ANGELES PROBATION DEPARTMENT

9150 EAST IMPERIAL HIGHWAY-DOWNEY, CALIFORNIA 90242
(562) 940-2501



TERRI L. McDONALD
Chief Probation Officer

October 1, 2019

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:

AUTHORIZATION TO EXTEND CONTRACTS WITH APPLEONE EMPLOYMENT SERVICES, INC. TO PROVIDE CLERICAL SERVICES FOR THE LOS ANGELES COUNTY PROBATION DEPARTMENT

(ALL SUPERVISORIAL DISTRICTS) (3 VOTES)

SUBJECT

The County of Los Angeles Probation Department (Probation) is requesting delegated authority to extend contracts with AppleOne Employment Services, Inc. (AppleOne) to provide clerical services at Barry J. Nidorf Juvenile Hall (BJNJH) and Central Juvenile Hall (CJH).

IT IS RECOMMENDED THAT YOUR BOARD:

1. Authorize the Chief Probation Officer or her designee to prepare and execute, upon approval as to form by County Counsel, modifications to two (2) contracts with AppleOne to extend contracts periods for 12-months in the estimated amounts as set forth on Attachment I, and for a subsequent 12-month option period, upon approval as to form by County Counsel.
2. Delegate authority to the Chief Probation Officer or her designee to prepare and execute amendments to these contracts for any decrease or increase not to exceed fifteen percent (15%) of the hourly rate and/or one hundred eighty (180) days to the period of performance pursuant to the terms of the contracts, upon approval as to form by County Counsel.
3. Delegate authority to the Chief Probation Officer or her designee to approve necessary changes to scope of service, and to terminate, in whole or in part, contract numbers 78143 and 78144 with AppleOne once Probation has completed its

solicitations and entered into agreements for food services contracts at BJNJH and CJH.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS:

The purpose of the recommended action is to authorize the Chief Probation Officer or her designee to prepare and execute contracts with AppleOne to extend contract periods. Probation has delayed release of the clerical services solicitations in order to assess its recruitment and hiring plan in response to a Board Motion that instructed the Chief to evaluate the feasibility of reducing Probation's reliance on contracted staff and increasing the use of County employees for clerical functions. It was determined that the volume of vacancies remains high due to hiring delays driven by candidates who do not pass their background check, competition from other Departments sharing the same pool of candidates, and candidates who withdraw from a prior Probation job offer due to a subsequent offer that is more proximate to their residence and/or offers from Departments that provide services that do not necessitate the same level of scrutiny within their candidate background checks. Elimination of contract clerical support would exacerbate the vacancy challenges, and substantially increase Probation's costs.

The proposed contract extension will avoid an interruption in critical services. The Chief Probation Officer or her designee will have delegated authority to terminate this extension, in whole or in part, at the sole discretion of the County once the solicitation process has been completed and Probation has entered into an agreement for clerical services.

The Chief Probation Officer or her designee will have delegated authority to terminate contracts with AppleOne. at the sole discretion of County once the solicitation process has been completed and Probation has entered into agreements for food services.

Implementation of Strategic Plan Goals

The recommended actions are consistent with the County of Los Angeles Strategic Plan Goal III: Realize Tomorrow's Government Today. Specifically, it will address Strategy III.3 to Pursue Operational Effectiveness, Fiscal Responsibility, and accountability.

FISCAL IMPACT/FINANCING

The estimated amount for the contract extensions are set forth in Attachment I for the twelve (12) month periods and fully funded through Net County Cost.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The current contracts for BJNJH and CJH expire on October 31, 2019 and November 30, 2019, respectively. The term of the contract extensions shall be for a twelve (12) month

period. The contracts are authorized by Los Angeles County Charter 44.7 and Los Angeles County Code Chapter 2.121 (Proposition A). Probation has evaluated and determined that the Living Wage applies to the contract. Consequently, the contract includes compliance with the requirements for the County's Living Wage Program (Los Angeles County Code, Chapter, 2.201).

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

The County will not request the contractor to perform services that exceed the Board approved contract amount, scope of work, and/or contract terms.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommended actions will avoid a break in services and allow time for Probation to complete its solicitation process.

Respectfully submitted,

TERRI L. McDONALD
Chief Probation Officer

TH:DS:yh

Enclosure

c: Executive Officer
Chief Executive Office
County Counsel

Attachment I

Contractor	Contract Number	Facility	Estimated Amount	Extension Period
AppleOne	78143	Barry J. Nidorf Juvenile Hall	\$744,000	November 1, 2019 to October 31, 2020
AppleOne	78144	Central Juvenile Hall	\$1,029,000	December 1, 2019 to November 30, 2020



COUNTY OF LOS ANGELES PROBATION DEPARTMENT

9150 EAST IMPERIAL HIGHWAY-DOWNEY, CALIFORNIA 90242
(562) 940-2501



TERRI L. McDONALD
Chief Probation Officer

October 1, 2019

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:

AUTHORIZATION TO EXTEND CONTRACT NUMBER 78146 WITH HEALTHRIGHT 360 TO PROVIDE COMPREHENSIVE SERVICES TO THE ASSEMBLY BILL (AB) 109 POPULATION FOR THE COUNTY OF LOS ANGELES PROBATION DEPARTMENT

(ALL SUPERVISORIAL DISTRICTS) (3 VOTES)

SUBJECT

The County of Los Angeles Probation Department (Probation) is requesting delegated authority to extend contract number 78146 with HealthRight 360 to provide comprehensive services, which include system navigation, housing and case management, and employment services, to the Assembly Bill (AB) 109 Population.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Authorize the Chief Probation Officer or her designee to prepare and execute, upon approval as to form by County Counsel, modification to contract number 78146 with HealthRight 360 to extend the contract period for twelve (12) months at an estimated amount of \$12,000,000 effective January 1, 2020 through December 31, 2020, and for a subsequent twelve (12) month option period at an estimated amount of \$12,000,000, upon approval as to form by County Counsel.
2. Delegate authority to the Chief Probation Officer or her designee to prepare and execute amendments to the contract for any decrease or increase not to exceed fifteen (15%) percent of the cost per service and/or one hundred eighty (180) days to the period of performance pursuant to the terms of the contract, upon approval as to form by County Counsel.

3. Delegate authority to the Chief Probation Officer or her designee to approve necessary changes to scope of service, non-material, technical, and administrative changes, and to terminate, in whole or in part, contract with HealthRight 360, once Probation has completed its solicitation and entered into an agreement for comprehensive housing and system navigation services.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION:

The purpose of the recommended actions is to authorize the Chief Probation Officer or her designee to modify contract number 78146 with HealthRight 360 to extend the contract period. An extension would allow Probation the opportunity to review and explore options and enhancements to the current level of services that are necessary for ex-offenders to stabilize and successfully reintegrate into society. Once Probation has completed its review, Probation will release a Request for Proposals (RFP) for services.

The proposed contract extension will avoid an interruption in critical services. The Chief Probation Officer or her designee will have delegated authority to terminate this extension, in whole or in part, at the sole discretion of the County once the solicitation process has been completed and Probation has entered into an agreement for comprehensive housing and system navigation services.

Implementation of Strategic Plan Goals

The recommended actions are consistent with the County of Los Angeles Strategic Plan Goal III: Realize Tomorrow's Government Today. Specifically, it will address Strategy III: Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability.

FINANCIAL IMPACT/FINANCING:

The cost for the contract extension is estimated at \$12,000,000 for the twelve (12) month period from January 1, 2020 through December 31, 2020 and fully funded by AB 109. There is no Net County Cost.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

The current contract expires on December 31, 2019. The term of the contract extension shall be for a twelve (12) month period from January 1, 2020 through December 31, 2020. There is no departmental employee relations impact since this is not a Proposition A contract. Probation has evaluated and determined that the Living Wage Program (County Code Chapter 2.201) does not apply to this contract.

The Honorable Board of Supervisors
10/01/2019
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The contract contains the Board's required contract provisions including consideration of qualified County employees targeted for layoffs, GAIN/GROW participants for employment openings, compliance with Jury Services Ordinance, Safely Surrendered Baby Law and the Child Support Program. The County will not request the Contractor to perform services that exceed the Board-approved contract amount, scope of work or contract term.

IMPACT ON CURRENT SERVICES (OR PROJECTS):

Approval of the recommended actions will avoid a break in services and allow Probation to complete its solicitation process.

Respectfully submitted,

TERRI L. MCDONALD
Chief Probation Officer

TH:DS:td

c: Executive Officer
 Chief Executive Office
 County Counsel

ALTERNATE PUBLIC DEFENDER

	FY 2019-20 Final Changes	FY 2019-20 Supplemental	Variance
Appropriation	78,160,000	79,842,000	1,682,000
Intrafund Transfer	0	34,000	34,000
Revenue	1,511,000	1,511,000	0
Net County Cost	76,649,000	78,297,000	1,648,000
Budgeted Positions	335.0	342.0	7.0

Changes from the 2019-20 Adopted Budget

	Gross Appropriation (\$)	Intrafund Transfers (\$)	Revenue (\$)	Net County Cost (\$)	Budg Pos
ALTERNATE PUBLIC DEFENDER					
2019-20 Adopted Budget	78,160,000	--	1,511,000	76,649,000	335.0
1. Salaries and Employee Benefits: Reflects Board-approved increases in salaries and employee benefits. (4-VOTES)	349,000	--	--	349,000	--
2. Board Approved Reclassification: Reflects the reclassification of 1.0 Senior Departmental Personnel Technician to 1.0 Administrative Services Manager I. (3-VOTES)	--	--	--	--	--
3. One-time Funding: Reflects one-time carryover funding for SB1437 temporary workload increases, a pilot Law Clerk program, and legal settlement costs. (4-VOTES)	1,256,000	--	--	1,256,000	7.0
4. Mental Health Clinical Supervisor: Reflects the addition of 1.0 Mental Health Clinical Supervisor fully offset with the deletion of 1.0 Paralegal to assist with recruitment, training, and supervision of Department's Psychiatric Social Workers. (3-VOTES)	--	--	-	--	--
5. Lease Costs: Reflects funding for the increased cost of a lease renewal. (4-VOTES)	43,000	--	--	43,000	--
6. Department of State Mental Health Diversion Program: Reflects funding from Department of Health Services for the Department of State Hospital Mental Health Diversion Grant Program for partial funding of 1.0 Head Deputy. (4-VOTES)	34,000	34,000	--	--	--
Total Changes	1,682,000	34,000	0	1,648,000	7.0
2019-20 Supplemental Changes	79,842,000	34,000	1,511,000	78,297,000	342.0

**PUBLIC SAFETY CLUSTER
DISTRICT ATTORNEY
FISCAL YEAR 2019-20 SUPPLEMENTAL CHANGES**

	FY 2019-20 Final Changes (a)	FY 2019-20 Supplemental Changes (b)	Variance (c)=(b)-(a)
Appropriation	457,600,000	465,264,000	7,664,000
Intrafund Transfer	4,778,000	5,122,000	344,000
Revenue	186,755,000	188,262,000	1,507,000
Net County Cost	266,067,000	271,880,000	5,813,000
Budgeted Positions	2,247.0	2,253.0	6.0

Changes from the 2019-20 Adopted Budget

	Gross Appropriation (\$)	Intrafund Transfers (\$)	Revenue (\$)	Net County Cost (\$)	Budg Pos
DISTRICT ATTORNEY					
2019-20 Adopted Budget	457,600,000	4,778,000	186,755,000	266,067,000	2,247.0
1. Salaries and Employee Benefits: Primarily reflects Board-approved increases in salaries, retirement and cafeteria plan benefits. (4-VOTES)	1,598,000	--	51,000	1,547,000	--
2. One-time Funding: Reflects funding for the negotiated educational bonuses to the Deputy District Attorney bargaining unit members, Santa Fe Springs warehouse tenant improvements and moving costs as well as various critical maintenance projects. (4-VOTES)	2,900,000	--	--	2,900,000	--
3. Mental Health Division - Psychiatric Unit: Reflects funding for 2.0 Deputy District Attorney IV positions to address increasing workloads in the Mental Health Courthouse. (4-VOTES)	613,000	--	--	613,000	2.0
4. Warehouse Relocation: Reflects funding to lease a new warehouse located in Santa Fe Springs. (4-VOTES)	753,000	--	--	753,000	--
5. Mental Health Division: Reflects funding provided by the Office of Diversion & Reentry for 1.0 Head Deputy District Attorney position to manage the operations of the Mental Health Division. (4-VOTES)	344,000	344,000	--	--	1.0
6. Immigration (Notario) Fraud Program: Reflects funding provided by the Consumer Protection Special Revenue Fund to align the budget for cost of living increases, and expansion of the program to include 1.0 Deputy District Attorney IV and 2.0 Senior Investigator, DA positions. (4-VOTES)	797,000	--	797,000	--	3.0

**PUBLIC SAFETY CLUSTER
DISTRICT ATTORNEY
FISCAL YEAR 2019-20 SUPPLEMENTAL CHANGES**

	Gross Appropriation (\$)	Intrafund Transfers (\$)	Revenue (\$)	Net County Cost (\$)	Budg Pos
7. Witness Translation Services: Reflects increased funding and revenue for translation services based on current expenditure trends. (4-VOTES)	148,000	--	148,000	--	--
8. Victim Direct Services: Reflects one-time funding and revenue from escheated unclaimed restitution to provide victim services throughout the County. (4-VOTES)	50,000	--	50,000	--	--
9. Unavoidable Costs: Reflects an increase in revenue and appropriation to fund unavoidable cost increases in employee benefits. (4-VOTES)	461,000	--	461,000	--	--
10. Revenue Realignment: Reflects various Federal revenue realignments for grant programs exceeding \$5.0 million. (3-VOTES)	--	--	--	--	--
11. Position Reclassification: Reflects Board-approved reclassifications including 4.0 Sr. Departmental Personnel Technician to 4.0 Administrative Services Manager I, and 1.0 Sr. Departmental Personnel Technician to 1.0 Management Analyst. (3-VOTES)	--	--	--	--	--
Total Changes	7,664,000	344,000	1,507,000	5,813,000	6.0
2019-20 Supplemental Changes	465,264,000	5,122,000	188,262,000	271,880,000	2,253.0

FIRE DISTRICT

	FY 2019-20 Final Changes	FY 2019-20 Supplemental Changes	Variance
Financing Sources	1,267,720,000	1,286,299,000	18,579,000
Financing Uses	1,267,720,000	1,286,299,000	18,579,000
Budgeted Positions	4,693.0	4,695.0	2.0

Changes from the 2019-20 Adopted Budget

	Financing Uses (\$)	Financing Sources (\$)	Budg Pos
FIRE			
2019-20 Adopted Budget	1,267,720,000	1,267,720,000	4,693.0
1. Timekeeping and Scheduling System Support: Reflects the addition of 1.0 Information Systems Analyst (ISA) II, 1.0 ISA I and 1.0 Management Analyst (MA) to develop and deploy a modern timekeeping and scheduling system. (4-VOTES)	434,000	--	--
<i>Administrative</i>	434,000	--	3.0
2. Risk Management Support: Reflects the addition of 1.0 MA to address an increase requests for information under the California Public Records Act, partially offset by the deletion of 4.0 vacant positions. (4-VOTES)	17,000	--	(3.0)
<i>Administrative</i>	(67,000)	--	(2.0)
<i>Leadership and Professional Standards</i>	84,000	--	(1.0)
3. Emergency Medical Services: Reflects one-time Measure B funding for the Advanced Provider Response Unit pilot program and 2.0 Physician Specialist, Emergency Medicine to provide additional operational support. (4-VOTES)	2,706,000	2,692,000	2.0
<i>Operations</i>	798,000	798,000	--
<i>Emergency Medical Services</i>	1,908,000	1,894,000	2.0
4. Grants: Reflects an increase in appropriation for grant-funded services and supplies and capital assets-equipment. (4-VOTES)	1,571,000	2,111,000	--
<i>Executive</i>	1,571,000	2,111,000	--
5. Donations: Reflects an adjustment to the Adopted Budget to reflect purchases made in FY 2018-19 with donation revenue. (3-VOTES)	(137,000)	(137,000)	--
<i>Executive</i>	(137,000)	(137,000)	--
6. AB 109: Reflects the District's request for carryover and new one-time funding for Fire Camp equipment and supplies. (4-VOTES)	3,230,000	3,230,000	--
<i>Operations</i>	3,230,000	3,230,000	--
7. Utility User Tax - Measure U: Reflects the carryover of unused Utility User Tax - Measure U funding. (4-VOTES)	39,000	39,000	--
<i>Prevention</i>	39,000	39,000	--
8. Salaries and Employee Benefits: Primarily reflects Board-approved increases in salaries and health insurance subsidies. (4-VOTES)	31,916,000	1,008,000	--
<i>Lifeguard</i>	2,097,000	1,008,000	--
<i>Administrative</i>	309,000	--	--
<i>Executive</i>	259,000	--	--
<i>Prevention</i>	1,768,000	--	--
<i>Health Hazardous Materials</i>	165,000	--	--

FIRE DISTRICT

	Financing Uses (\$)	Financing Sources (\$)	Budg Pos
<i>Special Services</i>	620,000	--	--
<i>Operations</i>	26,274,000	--	--
<i>Leadership and Professional Standards</i>	225,000	--	--
<i>Emergency Medical Services</i>	199,000	--	--
9. Board Approved Reclassification: Reflects the Board-approved reclassification of Senior Departmental Personnel Technician positions. (4-VOTES)	510,000	--	--
<i>Administrative</i>	478,000	--	--
<i>Leadership and Professional Standards</i>	32,000	--	--
10. Other Adjustments: Primarily reflects the reduction of Appropriation for Contingency to fund salary and employee benefit adjustments and various ministerial changes. (4-VOTES)	(21,707,000)	--	--
<i>Financing Elements</i>	(25,200,000)	--	--
<i>Administrative</i>	2,892,000	--	--
<i>Prevention</i>	601,000	--	--
<i>Operations</i>	490,000	--	--
<i>Leadership and Professional Standards</i>	(490,000)	--	--
11. Property Tax: Reflects a reduction to projected Property and Special Tax revenue. (4-VOTES)	--	(7,556,000)	--
<i>Financing Elements</i>	--	(7,556,000)	--
12. Revenue Adjustments: Reflects an overall net reduction to various revenues. (4-VOTES)	--	(2,971,000)	--
<i>Lifeguard</i>	--	55,000	--
<i>Financing Elements</i>	--	255,000	--
<i>Administrative</i>	--	(37,000)	--
<i>Executive</i>	--	(69,000)	--
<i>Prevention</i>	--	383,000	--
<i>Health Hazardous Materials</i>	--	1,548,000	--
<i>Special Services</i>	--	(781,000)	--
<i>Operations</i>	--	(4,335,000)	--
<i>Leadership and Professional Standards</i>	--	10,000	--
13. Fund Balance: Reflects fund balance from the prior fiscal year. (4-VOTES)	--	20,163,000	--
<i>Financing Elements</i>	--	20,163,000	--
Total Changes	18,579,000	18,579,000	2.0
2019-20 Supplemental Changes	1,286,299,000	1,286,299,000	4,695.0

**PUBLIC SAFETY CLUSTER
GRAND JURY
FISCAL YEAR 2019-20 SUPPLEMENTAL CHANGES**

	FY 2019-20 Final Changes (a)	FY 2019-20 Supplemental Changes (b)	Variance (c)=(b)-(a)
Appropriation	1,914,000	1,914,000	--
Intrafund Transfer	--	--	--
Revenue	20,000	20,000	--
Net County Cost	1,894,000	1,894,000	--
Budgeted Positions	5.0	5.0	--

Changes from the 2019-20 Adopted Budget

	Gross Appropriation (\$)	Intrafund Transfers (\$)	Revenue (\$)	Net County Cost (\$)	Budg Pos
GRAND JURY					
2019-20 Adopted Budget	1,914,000	0	20,000	1,894,000	5.0
1. Position Reclassifications: Reflects Board-approved reclassifications including 1.0 Administrator I to 1.0 Court Operations Manager, and 1.0 Court Reporter to 1.0 Court Reporter-Realtime. (3-VOTES)	--	--	--	--	--
Total Changes	0	0	0	0	0.0
2019-20 Supplemental Changes	1,914,000	0	20,000	1,894,000	5.0

LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM

	FY 2019-20 Final Changes	FY 2019-20 Supplemental Changes	Variance
Appropriation	4,248,000	5,992,000	1,744,000
Intrafund Transfer	0	0	0
Revenue	0	0	0
Net County Cost	4,248,000	5,992,000	1,744,000
Budgeted Positions	0.0	0.0	0.0

Changes from the 2019-20 Adopted Budget

	Gross Appropriation (\$)	Intrafund Transfers (\$)	Revenue (\$)	Net County Cost (\$)	Budg Pos
LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM					
2019-20 Adopted Budget	4,248,000	0	0	4,248,000	0.0
1. Operational Equipment: Reflects funding for one-time equipment costs. (4-VOTES)	1,744,000	--	--	1,744,000	--
Total Changes	1,744,000	0	0	1,744,000	0.0
2019-20 Supplemental Changes	5,992,000	0	0	5,992,000	0.0

LIFEGUARD – FIRE DISTRICT

	FY 2019-20 Final Changes	FY 2019-20 Supplemental Changes	Variance
Appropriation	35,947,000	36,955,000	1,008,000
Intrafund Transfer	0	0	0
Revenue	0	0	0
Net County Cost	35,947,000	36,955,000	1,008,000
Budgeted Positions	0.0	0.0	0.0

Changes from the 2019-20 Adopted Budget

	Gross Appropriation (\$)	Intrafund Transfers (\$)	Revenue (\$)	Net County Cost (\$)	Budg Pos
LIFEGUARD – FIRE DISTRICT					
2019-20 Adopted Budget	35,947,000	0	0	35,947,000	0.0
1. Salaries and Employee Benefits: Primarily reflects Board-approved increases in salaries and health insurance subsidies. (4-VOTES)	1,008,000	--	--	1,008,000	--
Total Changes	1,008,000	--	--	1,008,000	--
2019-20 Supplemental Changes	36,955,000	0	0	36,955,000	0.0

MEDICAL EXAMINER-CORONER

	FY 2019-20 Final Changes	FY 2019-20 Supplemental Changes	Variance
Appropriation	45,460,000	47,427,000	1,967,000
Intrafund Transfer	48,000	48,000	0
Revenue	2,140,000	2,161,000	21,000
Net County Cost	43,272,000	45,218,000	1,946,000
Budgeted Positions	253.0	253.0	0.0

Changes from the 2019-20 Adopted Budget

	Gross Appropriation (\$)	Intrafund Transfers (\$)	Revenue (\$)	Net County Cost (\$)	Budg Pos
MEDICAL EXAMINER-CORONER					
2019-20 Adopted Budget	45,460,000	48,000	2,140,000	43,272,000	253.0
1. County-Provided Services & Supplies: Reflects ongoing funding to address increases in service costs from other County departments primarily due to COLA and rate adjustments. (4-VOTES)	1,155,000	--	--	1,155,000	--
2. Laboratory Equipment: Reflects one-time funding for two Crime-Lite Light Source devices to assist in decedent identification. (4-VOTES)	40,000	--	--	40,000	--
3. Headquarters Campus Security: Reflects funding to provide a security guard and security cameras on the Medical Examiner-Coroner's campus. (4-VOTES)	110,000	--	--	110,000	--
4. Family Meeting Rooms: Reflects one-time funding to build three meeting rooms for family intake and consultations. (4-VOTES)	90,000	--	--	90,000	--
5. Salaries and Employee Benefits: Reflects Board-approved increases in salaries and employee benefits. (4-VOTES)	572,000	--	21,000	551,000	--
6. Position Reclassification: Reflects a Board-approved reclassification of 1.0 Senior Departmental Personnel Technician to 1.0 Administrative Services Manager I. (3-VOTES)	--	--	--	--	--
Total Changes	1,967,000	0	21,000	1,946,000	0.0
2019-20 Supplemental Changes	47,427,000	48,000	2,161,000	45,218,000	253.0

PROBATION DEPARTMENT

	FY 2018-19 Adopted Budget	FY 2019-20 Final Adopted Budget	Variance
Appropriation	\$2,920,000	\$6,911,000	\$3,991,000
Intrafund Transfer	\$0	\$0	\$0
Revenue	\$0	\$0	\$0
Net County Cost	\$2,920,000	\$6,911,000	\$3,991,000
Budgeted Positions	0.0	0.0	0.0

Changes from the 2019-20 Adopted Budget

	Gross Appropriation (\$)	Intrafund Transfers (\$)	Revenue (\$)	Net County Cost (\$)	Budg Pos
COMMUNITY BASED CONTRACTS					
2019-20 Adopted Budget	2,920,000	0	0	2,920,000	0.0
1. One-Time Funding: Reflects year-end savings to be carried over in FY 2019-20. (4-VOTES)	3,991,000	--	--	3,991,000	--
Total Changes	3,991,000	0	0	3,991,000	0.0
2019-20 Supplemental Changes	6,911,000	0	0	6,911,000	0.0

PROBATION DEPARTMENT

	FY 2019-20 Final Changes	FY 2019-20 Supplemental Changes	Variance
Appropriation	1,022,565,000	983,579,000	(38,986,000)
Intrafund Transfer	2,842,000	3,444,000	602,000
Revenue	395,830,000	344,448,000	(51,382,000)
Net County Cost	623,893,000	635,687,000	11,794,000
Budgeted Positions	6,397.0	6,175.0	(222.0)

Changes from the 2019-20 Adopted Budget

	Gross Appropriation (\$)	Intrafund Transfers (\$)	Revenue (\$)	Net County Cost (\$)	Budg Pos
2019-20 Adopted Budget	1,022,565,000	2,842,000	395,830,000	623,983,000	6,397.0
1. Force Intervention Response Support Team	--	--	--	--	(5.0)
(FIRST): Reflects 4.0 Assistant Directors to staff the FIRST unit to function as first responders to use of force incidents at the juvenile facilities. These positions are fully offset by the deletion of 9.0 vacant Detention Services Officer positions. (4-VOTES)					
<i>Support Services</i>	755,000	--	--	755,000	4.0
<i>Juvenile Institution - Detention</i>	(755,000)	--	--	(755,000)	(9.0)
2. Policy and Manual Unit: Reflects 1.0 Special Assistant position and related services and supplies to update and standardize departmental policies and procedures manuals. (4-VOTES)	210,000	--	--	210,000	--
<i>Support Services</i>	210,000	--	--	210,000	--
3. Staff Training: Reflects 6.0 positions (2.0 Supervising Deputy Probation Officers, 2.0 Deputy Probation Officer II's, and 2.0 Intermediate Typist-Clerks (ITC)) and related services and supplies to address increased training needs that reflect a more balance approach focusing on treatment-centered and trauma-informed training, and force de-escalation techniques. (4-VOTES)	764,000	--	--	764,000	--
<i>Support Services</i>	764,000	--	--	764,000	--

PROBATION DEPARTMENT

	Gross Appropriation (\$)	Intrafund Transfers (\$)	Revenue (\$)	Net County Cost (\$)	Budg Pos
4. Information Technology (IT) Strike Team: Reflects funding for 3.0 positions and related services and supplies recommended by the IT Strike Team: 1) 1.0 IT Specialist I to lead the Department's enterprise-wide data and information strategy, governance, policy development and effective data usage; 2) 1.0 IT Manager II to provide strategic development and operational management of the project management function; and, 3) 1.0 IT Manager I to plan and oversee project resource assignments. (4-VOTES)	784,000	--	--	784,000	--
Support Services	784,000	--	--	784,000	--
5. Closed Circuit Television (CCTV) Support: Reflects funding for 2.0 positions recommended by the IT Strike Team as ongoing support for the CCTV Project being implemented at the juvenile halls and camps. The positions include: 1) Adding a second supervisor (1.0 IT Support Supervisor) to the IT Service Desk and, 2) 1.0 IT Support Analyst II to function as an IT Service Desk Agent. Maintenance costs of \$40,000 for the first year of service are also included. (4-VOTES)	380,000	--	--	380,000	--
Support Services	380,000	--	--	380,000	--
6. Communication: Reflects funding for 1.0 Public Information Assistant position to support and assist the Communication Office with media responses; fully offset by the deletion of 1.0 vacant ITC position and a reduction in services and supplies. (3-VOTES)	--	--	--	--	--
Support Services	--	--	--	--	--
7. Title IV-E Adjustment: Reflects a 9-month (October 2019-June 2020) reduction in Title IV-E Waiver revenue of \$20.2M due to the anticipated sunset of the program. This loss in revenue is offset by deletion of 154.0 vacant positions (\$10.8M), related services provided by other County departments (\$2.6M), and an increase in Juvenile Probation Fund (JPF) growth (\$3.8M) and Medi-Cal Administrative Activities (\$3.0M) revenues. (4-VOTES)	(13,374,000)	--	(13,374,000)	--	(154.0)
Support Services	(180,000)	--	--	(180,000)	(2.0)
Juvenile Institution – Detention	(2,541,000)	--	(1,816,000)	(725,000)	(39.0)
Juvenile Institution – Residential	(8,080,000)	--	(10,000)	(8,070,000)	(113.0)
Field Services	--	--	(684,000)	684,000	--
Special Services	(2,573,000)	--	(10,864,000)	8,291,000	-.

PROBATION DEPARTMENT

	Gross Appropriation (\$)	Intrafund Transfers (\$)	Revenue (\$)	Net County Cost (\$)	Budg Pos
8. Bridge Funding for Title IV-E Programs: Reflects one-time bridge funding for public health nurses (\$1.0M), Educational Specialists (\$1.2M) and Family Functional Therapy and Functional Family Probation (\$2.2M) programs. (4-VOTES)	4,400,000	--	--	4,400,000	--
Special Services	4,400,000	--		4,400,000	--
9. Juvenile Justice Crime Prevention Act (JJCPA) Program Adjustment: Reflects the alignment of the JJCPA budget with the Juvenile Justice Coordinating Council's (JJCC) approved spending plan, as follows: 1) reduce ongoing base funding by \$3.1 million, from \$31.1 million to \$28.0 million; 2) increase community-based contracts by \$8.2 million; and 3) reduce Probation's School-Based programs by \$8.2 million by deleting \$7.8 million in salaries and employee benefits associated with 61.0 vacant positions and increasing \$0.4 million in Juvenile Probation Fund (JPF) growth revenue. (4-VOTES)	(2,720,000)	--	(2,720,000)	--	(61.0)
Special Services	(2,720,000)	--	(2,720,000)	--	(61.0)
10. JJCPA: Reflects the conversion of the JJCPA Trust Fund (GP6E) into a Special Revenue Fund (PB-JJCPA) [DP6]. Also, reflects the change of JJCPA revenue as an operating transfer in. (4-VOTES)	(36,678,000)	--	(36,678,000)	--	--
Special Services	(36,678,000)	--	(36,678,000)	--	--
11. Mental Health Diversion Grant: Reflects funding from the Office of Diversion and Reentry for the Mental Health Diversion grant for pretrial supervision. (4-VOTES)	602,000	602,000	--	--	--
Field Services	602,000	602,000	--	--	--
12. FUSE Fellows: Reflects funding for 6.0 Fuse Fellows for various programs; fully offset by second striker and JPF growth revenues. (4-VOTES)	900,000	--	900,000	--	--
Field Services	450,000	--	450,000	--	--
Support Services	300,000	--	300,000	--	--
Special Services	150,000	--	150,000	--	--
13. AB 109: Reflects funding for two Mobile Resource Units (vans) to primarily serve post-released supervised person population, including homeless persons; fully offset by one-time AB 109 growth funds. Also reflects a correction in AB 109 appropriation and revenue. (4-VOTES)	298,000	--	298,000	--	--
Field Services	298,000	--	298,000	--	--
14. Custodial and Security Services: Reflects custodial and security cost increases resulting from the relocation of the Crenshaw Area Office to the newly remodeled 3965 S. Vermont building. (4-VOTES)	910,000	--	--	910,000	--

PROBATION DEPARTMENT

	Gross Appropriation (\$)	Intrafund Transfers (\$)	Revenue (\$)	Net County Cost (\$)	Budg Pos
Field Services	910,000	--	--	910,000	--
15. Campus Kilpatrick: Reflects one-time funding to repair damages incurred from flooding after the Woolsey fire and to cover the rental of a temporary waste water treatment plant. (4-VOTES)	3,400,000	--	--	3,400,000	--
Juvenile Institution Services – Residential	3,400,000	--	--	3,400,000	--
16. Position Movement: Reflects the reclass actions approved by the Board on July 16, 2019 for various positions. (3-VOTES)	--	--	--	--	--
Support Services	--	--	--	--	--
Juvenile Institution Services - Detention	--	--	--	--	--
17. Human Resources: Reflects the addition of 1.0 Administrative Services Manager I and 1.0 Management Analyst to replace two positions that were transferred from the Classification/Compensation and Exam Units to Payroll to assist with increased workload related to workers' compensation benefits; fully offset by the deletion of 4.0 ITCs. (3-VOTES)	--	--	--	--	(2.0)
Support Services	--	--	--	--	(2.0)
18. Salaries and Employee Benefits: Reflects Board-approved increases in salaries and health insurance subsidies. (4-VOTES)	336,000	--	--	336,000	--
Support Services	208,000	--	--	208,000	--
Juvenile Institution Services - Detention	23,000	--	--	23,000	--
Juvenile Institution Services - Residential	31,000	--	--	31,000	--
Field Services	56,000	--	--	56,000	--
Special Services	18,000	--	--	18,000	--
19. Vehicle Carryover: Reflects carryover funding for vehicle purchases. (4-VOTES)	610,000	--	--	610,000	--
Support Services	610,000	--	--	610,000	--
20. SB678: Reflects funding for the purchase of audio-visual equipment at the Reentry Opportunity Center. (4-VOTES)	192,000	--	192,000	--	--
Field Services	192,000	--	192,000	--	--
Total Changes	(38,986,000)	602,000	(51,382,000)	11,794,000	(222.0)
2019-20 Supplemental Changes	983,579,000	3,444,000	344,448,000	635,687,000	6,175.0

PUBLIC DEFENDER

	FY 2019-20 Final Changes	FY 2019-20 Supplemental Changes	Variance
Appropriation	247,146,000	262,591,000	15,445,000
Intrafund Transfer	742,000	556,000	(186,000)
Revenue	9,170,000	12,774,000	3,604,000
Net County Cost	237,234,000	249,261,000	12,027,000
Budgeted Positions	1,163.0	1,191.0	28.0

Changes from the 2019-20 Adopted Budget

	Gross Appropriation (\$)	Intrafund Transfers (\$)	Revenue (\$)	Net County Cost (\$)	Budg Pos
PUBLIC DEFENDER					
2019-20 Adopted Budget	247,146,000	742,000	9,170,000	237,234,000	1,163
1. Office of Diversion and Reentry (ODR) Personnel: Reflects the addition of 3.0 Deputy Public Defender (DPD) III to staff ODR courts to enhance the mental health and social outcomes of justice-involved populations. (4-VOTES)	811,000	--	--	811,000	3.0
2. Human Resources Personnel: Reflects funding for 1.0 Administrative Services Manager II and 2.0 Management Analysts to address critical human resources needs, offset by the deletion of 4.0 long-term vacant positions. (3-VOTES)	--	--	--	--	(1.0)
3. Law Clerk Program: Reflects the addition of one-time funding and hourly positions to pilot a one-year program to hire post-bar law clerks. (4-VOTES)	355,000	--	--	355,000	21.0
4. Professional Development: Reflects one-time funding for Minimum Continuing Legal Education training. (4-VOTES)	744,000	--	--	744,000	--
5. Client Case Management System (CCMS): Reflects the third year of funding to implement the CCMS approved in 2017. (4-VOTES)	5,855,000	--	--	5,855,000	--
6. Enterprise IT Asset Management: Reflects one-time funding to develop an IT asset management tracking system. (4-VOTES)	205,000	--	--	205,000	--
7. Information Technology (IT) Infrastructure: Reflects ongoing funding for file server storage space and subscription costs. (4-VOTES)	159,000	--	--	159,000	--
8. Head Deputy Funded by ODR: Reflects grant funding for 1.0 Head Deputy to manage ODR court operations, funding by a grant from the Department of State Hospitals. (4-VOTES)	344,000	344,000	--	--	--

	Gross Appropriation (\$)	Intrafund Transfers (\$)	Revenue (\$)	Net County Cost (\$)	Budg Pos
9. Client Assessment Recommendation and Evaluation (CARE) Project Funding: Primarily reflects funding for 1.0 Mental Health Care Supervisor to oversee the social workers assigned to the PD's CARE Project, funded by a grant of Juvenile Justice Crime Prevention Act funds. (4-VOTES)	388,000	(530,000)	918,000	--	1.0
10. Record Clearing Project: Reflects the addition of 1.0 DPD III, 1.0 Paralegal, and 1.0 Legal Office Support Assistant I to support strategy D6 of the Homeless Initiative to provide criminal record clearing services to the homeless. (4-VOTES)	1,061,000	--	1,061,000	-	3.0
11. AB 109 Revocations Unit: Reflects funding for 1.0 DPD III to manage increases in revocations caseload. (4-VOTES)	271,000	--	271,000	--	1.0
12. AB 109 Various Adjustments: Reflects funding for AB 109-specific enhancements to CCMS, equipment and supplies. (4-VOTES)	730,000	--	730,000	--	--
13. MacArthur Grant Funding: Reflects the carryover of grant funds previously approved by the Board in March 2019. (4-VOTES)	600,000	--	600,000	--	--
14. County Services: Reflects one-time funding for increases in operating costs for services from County Counsel and the Department of Human Resources. (4-VOTES)	1,304,000	--	--	1,304,000	--
15. Various Lease Increases: Reflects ongoing funding for increases in lease costs at various locations. (4-VOTES)	1,216,000	--	--	1,216,000	--
16. Hollywood Mental Health Office: Reflects one-time funding to purchase furniture, fixtures and equipment for the new office. (4-VOTES)	300,000	--	--	300,000	--
17. Salaries and Employee Benefits: Primarily reflects Board-approved increases in salaries and health insurance subsidies. (4-VOTES)	1,102,000	--	24,000	1,078,000	--
18. Various Reclassifications: Reflects various Board-approved reclassifications. (3-VOTES)	--	--	--	--	--
Total Changes	15,445,000	(186,000)	3,604,000	12,027,000	28.0
2019-20 Supplemental Changes	262,591,000	556,000	12,774,000	249,261,000	1,191.0

SHERIFF

	FY 2019-20 Final Changes	FY 2019-20 Supplemental Changes	Variance
Appropriation	3,504,906,000	3,548,808,000	43,902,000
Intrafund Transfer	101,794,000	101,998,000	204,000
Revenue	1,672,998,000	1,694,936,000	21,938,000
Net County Cost	1,730,114,000	1,751,874,000	21,760,000
Budgeted Positions	18,244.0	18,300.0	56.0

Changes from the 2019-20 Adopted Budget

	Gross Appropriation (\$)	Intrafund Transfers (\$)	Revenue (\$)	Net County Cost (\$)	Budg Pos
SHERIFF					
2019-20 Adopted Budget	3,504,906,000	101,794,000	1,672,998,000	1,730,114,000	18,244.0

Additional Fund Balance (One-time)

1. Recruitment Resources: Reflects positions and one-time funding for costs associated with the department's recruitment efforts. (4-VOTES)	1,996,000	--	--	1,996,000	10.0
<i>Administration</i>	1,996,000	--	--	1,996,000	10.0
2. Discovery Unit: Reflects one-time funding to address backlogged workload due to the passage of Senate Bill 1421 that authorizes the release of personnel investigations to the public, which were previously protected under California Penal Code 832.7 and 832.8. (4-VOTES)	720,000	--	--	720,000	--
<i>General Support</i>	720,000	--	--	720,000	--
3. Network Upgrade: Reflects one-time funding to upgrade the data network in the Imperial Centre Building. (4-VOTES)	745,000	--	--	745,000	--
<i>General Support</i>	745,000	--	--	745,000	--

Carryover (One-time)

4. Community Programs: Reflects one-time carryover funding for costs associated with the Avocado Heights, Operation Safe Canyons / Santa Monica Mountains Enforcement, and Ahwinga Trail Enforcement Programs. (4-VOTES)	288,000	--	--	288,000	--
<i>Patrol Clearing</i>	--	--	--	--	--
<i>Patrol Specialized and Unallocated (S&U)</i>	288,000	--	--	288,000	--

SHERIFF

	Gross Appropriation (\$)	Intrafund Transfers (\$)	Revenue (\$)	Net County Cost (\$)	Budg Pos
<i>Ministerial Changes</i>					
5. Crime Enforcement Team (CET) / East Los Angeles (ELA): Reflects funding for costs associated with the CET in ELA. (4-VOTES)	86,000	--	--	86,000	--
<i>Patrol Clearing</i>	--	--	--	--	--
<i>Patrol Specialized and Unallocated (S&U)</i>	86,000	--	--	86,000	--
6. Salaries and Employee Benefits: Reflects Board-approved increases in salaries and employee benefits. (4-VOTES)	13,553,000	204,000	3,076,000	10,273,000	--
<i>Patrol Clearing</i>	--	--	--	--	--
<i>Patrol Unincorporated Areas (UA)</i>	740,000	--	740,000	--	--
<i>Patrol Contract Cities (CC)</i>	1,152,000	--	1,152,000	--	--
<i>Patrol Specialized and Unallocated (S&U)</i>	2,860,000	--	(636,000)	3,496,000	--
<i>Detective</i>	489,000	14,000	105,000	370,000	--
<i>Administration</i>	428,000	11,000	105,000	312,000	--
<i>Custody</i>	3,393,000	--	786,000	2,607,000	--
<i>Court</i>	1,260,000	--	319,000	941,000	--
<i>General Support</i>	2,853,000	--	376,000	2,477,000	--
<i>County Services</i>	378,000	179,000	129,000	70,000	--
7. Choices Increase: Reflects Board-approved increases in Choices employee benefit. (4-VOTES)	6,850,000	--	260,000	6,590,000	--
<i>Patrol Clearing</i>	--	--	--	--	--
<i>Patrol UA</i>	466,000	--	466,000	--	--
<i>Patrol CC</i>	717,000	--	717,000	--	--
<i>Patrol S&U</i>	1,582,000	--	(1,085,000)	2,667,000	--
<i>Detective</i>	301,000	--	11,000	290,000	--
<i>Administration</i>	161,000	--	5,000	156,000	--
<i>Custody</i>	1,970,000	--	87,000	1,883,000	--
<i>Court</i>	981,000	--	35,000	946,000	--
<i>General Support</i>	672,000	--	24,000	648,000	--
8. Measure U – Utility User Tax (UUT): Reflects an appropriation increase of unspent Measure U-UUT funding for programs within the UA. (4-VOTES)	1,062,000	--	--	1,062,000	--
<i>Patrol Clearing</i>	--	--	--	--	--
<i>Patrol UA</i>	346,000	--	--	346,000	--
<i>Patrol S&U</i>	649,000	--	--	649,000	--
<i>County Services</i>	67,000	--	--	67,000	--

SHERIFF

	Gross Appropriation (\$)	Intrafund Transfers (\$)	Revenue (\$)	Net County Cost (\$)	Budg Pos
9. Position Adjustments: Reflects Board-approved reclassifications that more appropriately reflect the assigned duties and responsibilities. Also reflects the reorganizations and position cleanup to more accurately reflect current departmental staffing needs. (3-VOTES)	--	--	--	--	(4.0)
<i>Patrol Clearing</i>	--	--	--	--	(260.0)
<i>Patrol S&U</i>	(47,029,000)	--	(11,159,000)	(35,870,000)	--
<i>Detective</i>	47,029,000	--	11,159,000	35,870,000	260.0
<i>Administration</i>	--	--	--	--	(3.0)
<i>Custody</i>	--	--	--	--	(1.0)
Revenue Offset					
10. Measure B – Air 5 Search and Rescue: Reflects overtime funding for the department's Air Search and Rescue Services in the Antelope Valley, fully offset by Measure B operating transfer-in revenue from the Department of Health Services. (4-VOTES)	1,320,000	--	1,320,000	--	--
<i>Patrol Clearing</i>	--	--	--	--	--
<i>Patrol S&U</i>	1,320,000	--	1,320,000	--	--
11. DNA Cost Reimbursement: Reflects overtime funding to fully cover the department's costs related to DNA sample collection and storage, fully offset by the DNA Identification Special Fund. (4-VOTES)	150,000	--	150,000	--	--
<i>General Support</i>	150,000	--	150,000	--	--
12. Custody Discharge Planning: Reflects AB109 funding and an increase of 50.0 positions to be phased-in as per settlement agreement with the Department of Justice (Paragraph 34) that requires people with mental illness leaving jails to be provided comprehensive and compassionate release planning. (4-VOTES)	4,693,000	--	4,693,000	--	50.0
<i>Custody</i>	4,693,000	--	4,693,000	--	50.0
13. Medication Assisted Treatment (MAT): Reflects one-time overtime appropriation and AB109 funding for work of 31.0 positions in expanding services for the MAT program in the jails. (4-VOTES)	5,755,000	--	5,755,000	--	--
<i>Custody</i>	5,755,000	--	5,755,000	--	--
14. Substance Treatment and Re-Entry Transition (START): Reflects one-time overtime appropriation and AB109 funding for work of 17.0 positions in expanding services for the START program in the jails. (4-VOTES)	2,343,000	--	2,343,000	--	--

SHERIFF

	Gross Appropriation (\$)	Intrafund Transfers (\$)	Revenue (\$)	Net County Cost (\$)	Budg Pos
<i>Custody</i>	2,343,000	--	2,343,000	--	--
15. Ballistic Vest Replacement: Reflects one-time AB109 funding for services and supplies needed for the Ballistic Vest replacement project. (4-VOTES)	7,288,000	--	7,288,000	--	--
<i>General Support</i>	7,288,000	--	7,288,000	--	--
16. Homeless Outreach Services Team (HOST)/Los Angeles County Police Chiefs Association (LACPCA): Reflects one-time AB109 funding for costs associated with the Sheriff's HOST/LACPCA. (4-VOTES)	488,000	--	488,000	--	--
<i>Patrol Clearing</i>	--	--	--	--	--
<i>Patrol S&U</i>	488,000	--	488,000	--	--
17. Operating Transfer-In Revenue Adjustment: Reflects a decrease in appropriation and operating transfer-in revenue based on past actual experience. (4-VOTES)	(3,435,000)	--	(3,435,000)	--	--
<i>General Support</i>	(3,435,000)	--	(3,435,000)	--	--
Total Changes	43,902,000	204,000	21,938,000	21,760,000	56.0
2019-20 Supplemental Changes	3,548,808,000	101,998,000	1,694,936,000	1,751,874,000	18,300.0

TRIAL COURT OPERATIONS

	FY 2019-20 Final Changes (a)	FY 2019-20 Supplemental Changes (b)	Variance (c)=(b)-(a)
Appropriation	394,084,000	403,279,000	9,195,000
Intrafund Transfer	--	--	--
Revenue	89,085,000	89,197,000	112,000
Net County Cost	304,999,000	314,082,000	9,083,000
Budgeted Positions	50.0	50.0	--

Changes from the 2019-20 Adopted Budget

	Gross Appropriation (\$)	Intrafund Transfers (\$)	Revenue (\$)	Net County Cost (\$)	Budg Pos
Trial Court Operations Budget					
2019-20 Adopted Budget	394,084,000	0	89,085,000	304,999,000	50.0
1. Judicial Officer Benefits: Reflects an increase in funding for local judicial benefits primarily due to the increase in appointed judges. (4-VOTES)	4,063,000	--	--	4,063,000	--
2. Mallano v. Chiang Settlement: Reflects one-time funding for a settlement payment of back wages, benefits, and interest to members of the plaintiff class of judges and justices. (4-VOTES)	2,000,000	--	--	2,000,000	--
3. Indigent Defense: Reflects an increase in funding for the defense of indigent defendants in the justice system primarily due to increases in claims and cases in adult and juvenile criminal, family law, and capital punishment cases. (4-VOTES)	3,020,000	--	--	3,020,000	--
4. Salaries and Employee Benefits: Primarily reflects Board-approved increases in salaries and salary driven employee benefits. (4-VOTES)	112,000	--	112,000	--	--
Total Changes	9,195,000	0	112,000	9,083,000	0.00
2019-20 Supplemental Changes	403,279,000	0	89,197,000	314,082,000	50.0