



SACHI A. HAMAI
Chief Executive Officer

County of Los Angeles
Chief Executive Office

PUBLIC SAFETY CLUSTER AGENDA REVIEW MEETING

DATE: Wednesday, September 2, 2020
TIME: 10:00 a.m.

**DUE TO CLOSURE OF ALL COUNTY BUILDING, TO PARTICIPATE IN THE MEETING CALL
TELECONFERENCE NUMBER: (323) 776-6996 ID: 196461775#**

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:
APPROVAL TO ACCEPT GRANT FUNDS FROM THE U.S. DEPARTMENT OF HOMELAND SECURITY FEDERAL EMERGENCY MANAGEMENT AGENCY FISCAL YEAR 2020 ASSISTANCE TO FIREFIGHTER GRANT PROGRAM – COVID SUPPLEMENTAL
Speakers: Christopher Anderson and Debbie Aguirre (Fire)
 - B.** Board Letter:
APPROVAL TO DONATE SURPLUS OUT-OF-SERVICE VEHICLES TO COUNTY OF LOS ANGELES FIRE MUSEUM ASSOCIATION INC. A CALIFORNIA NON-PROFIT AGENCY
Speakers: Christopher Anderson (Fire)
 - C.** Board Letter:
SPECIAL USE PERMIT NO. 0501LOOP3 FOR THE CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY (FIRE DEPARTMENT) LOOP CANYON RAWLS SITE
Speakers: Christopher Anderson and Nick Duvally (Fire)
 - D.** Board Letter:
BAIL AGREEMENT WITH CITY OF MALIBU FOR USE OF 2019 FORD EXPLORER INTERCEPTOR
Speakers: James R. Braden Jr. and David M. Davis (Sheriff)

Wednesday, September 2, 2020

- E.** Board Letter:
BAILMENT AGREEMENT WITH MALIBU RESCUE TEAM, INC. FOR USE OF 2017
CAN-AM DEFENDER MAX XT UTV AND 2018 LOOK STLC UTV TRANSPORT
TRAILER

Speakers: James R. Braden Jr. and David M. Davis (Sheriff)

- F.** Board Letter:
ADVANCE NOTIFICATION OF INTENT TO ENTER INTO NEGOTIATIONS FOR A
SOLE SOURCE AMENDMENT TO EXTEND CONTRACT NUMBER 55301 WITH
CONDUENT STATE & LOCAL SOLUTIONS, INC. FOR PARKING CITATION
PROCESSING SERVICES

Speakers: Christopher Nee and Irma Santana (Sheriff)

3. PRESENTATION/DISCUSSION ITEM(S):

- A.** Board Briefing:
CHALLENGER STATUS BRIEFING

Speakers: Deborah Kanter

- B.** Board Briefing:
CALIFORNIA DEPARTMENT OF CORRECTIONS AND REHABILITATION HOLDS
BRIEFING

Speakers: Bruce Chase (Sheriff)

4. PUBLIC COMMENT

(2 minutes each speaker)

5. ADJOURNMENT

6. UPCOMING ITEMS:

- A.** None



COUNTY OF LOS ANGELES FIRE DEPARTMENT

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

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DARYL L. OSBY
FIRE CHIEF
FORESTER & FIRE WARDEN

DARYL L. OSBY
FIRE CHIEF
FORESTER & FIRE WARDEN

September 15, 2020

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:

APPROVAL TO ACCEPT GRANT FUNDS FROM THE U.S. DEPARTMENT OF HOMELAND SECURITY FEDERAL EMERGENCY MANAGEMENT AGENCY FISCAL YEAR 2020 ASSISTANCE TO FIREFIGHTERS GRANT PROGRAM – COVID-19 SUPPLEMENTAL (ALL SUPERVISORIAL DISTRICTS) (3-VOTES)

SUBJECT

The Consolidated Fire Protection District of Los Angeles County (District) is requesting Board of Supervisors (Board) approval to accept grant funds in the amount of \$261,494.70 from the U.S. Department of Homeland Security (DHS), Federal Emergency Management Agency Fiscal Year (FY) 2020 Assistance to Firefighters Grant Program – COVID-19 Supplemental (AFG-S). The AFG-S promotes the safety of the public and firefighters by providing direct financial assistance for critically needed resources.

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

1. Authorize the Fire Chief, or his designee, to accept FY 2020 AFG-S (Grant Number EMW-2020-FG-00392) award in the amount of \$261,494.70, as stated on the attached Award

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

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

Letter from the DHS, for reimbursement of Personal Protective Equipment (surgical facemasks and eye protection). This grant requires a 15 percent District match of \$34,108 which was expended from the District's FY 2019-20 Budget.

2. Authorize and delegate authority to the Fire Chief, or his designee, to execute any grant agreements and all future amendments, extensions, augmentations, and requests for reimbursements to meet the conditions of the grant award.
3. Find that these purchases are exempt from the provision of the California Environmental Quality Act (CEQA).

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The grant award shall reimburse the District for the purchase of PPEs to prevent, prepare for, and respond to COVID-19.

The grant award will greatly assist the District as the PPEs procured by the District in FY 2019-20 were distributed to all firefighters, lifeguards, nurses, and disaster services employees responding to COVID-19. The Centers for Disease Control and Prevention (CDC) and Department of Public Health (DPH) recommend patients to wear a surgical facemask when being medically evaluated, and EMS personnel to wear N95 mask, gown, gloves, and eye protection. These actions are recommended to help prevent transmission from infected individuals who may or may not have symptoms of COVID-19. The District is committed to the health and safety of our frontline personnel, and the community we serve. By donning PPE, prior to patient contact, rescuers significantly reduce their risk of becoming contaminated. A reduction in rescuer exposure reduces illness and related absences due to COVID-19 illness and/or quarantine, and the cost associated with workers' compensation related expenses.

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

The cost of \$34,108 was expended in FY 2019-20

There is no impact to net County cost.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The DHS released the Notice of Funding Opportunity Fiscal Year 2020 Assistance to Firefighters Grant Program – COVID-19 Supplemental to assist agencies with Operations

and Safety – Personal Protective Equipment (PPE). The DHS has provided the District specific guidelines for the administration and management of the AFG-S. These guidelines detail specific reports and expenditure procedures. Unless an amendment is approved by the DHS, the AFG-S performance period is June 19, 2020, through June 18, 2021.

ENVIRONMENTAL DOCUMENTATION

The recommended actions are not subject to the California Environmental Quality Act (CEQA), as they do not constitute a project according to Section 15378 of CEQA.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommended action will continue to protect lives by providing prompt, skillful and cost-effective fire protection and life safety to our community.

CONCLUSION

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

Consolidated Fire Protection District of Los Angeles County
Executive Office
Attention: Debbie Aguirre, Chief of Staff
1320 North Eastern Avenue
Los Angeles, CA 90063
Debbie.Aguirre@fire.lacounty.gov

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

Respectfully submitted,

DARYL L. OSBY, FIRE CHIEF

DLO:cr

Enclosures

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

Award Letter

U.S. Department of Homeland Security
Washington, D.C. 20472

Marcia Velasquez
LOS ANGELES, COUNTY OF
1320 N EASTERN AVE
LOS ANGELES, CA 90063



EMW-2020-FG-00392

Dear Marcia Velasquez,

Congratulations on behalf of the Department of Homeland Security. Your application submitted for the Fiscal Year 2020 Assistance to Firefighters Grant Program - COVID-19 Supplemental (AFG-S) has been approved in the amount of \$227,386.70 in Federal funding. As a condition of this grant, you are required to contribute non-Federal funds equal to or greater than 15.00% of the Federal funds awarded, or \$34,108.00 for a total approved budget of \$261,494.70. Please see the FY 2020 AFG-S Notice of Funding Opportunity for information on how to meet this cost share requirement.

Before you request and receive any of the Federal funds awarded to you, you must establish acceptance of the award through the FEMA Grants Outcomes (FEMA GO) system. By accepting this award, you acknowledge that the terms of the following documents are incorporated into the terms of your award:

- Summary Award Memo - included in this document
- Agreement Articles - included in this document
- Obligating Document - included in this document
- FY 2020 AFG-S Notice of Funding Opportunity (NOFO) - incorporated by reference

Please make sure you read, understand, and maintain a copy of these documents in your official file for this award.

Sincerely,

A handwritten signature in blue ink, which appears to read "Bridget Bean".

Bridget Bean
Assistant Administrator
Grant Programs Directorate



COUNTY OF LOS ANGELES FIRE DEPARTMENT

1320 NORTH EASTERN AVENUE
LOS ANGELES, CALIFORNIA 90063-3294
(323) 881-2426
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FIFTH DISTRICT

DARYL L. OSBY
FIRE CHIEF
FORESTER & FIRE WARDEN

September 15, 2020

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

Dear Supervisors:

**APPROVAL TO DONATE SURPLUS OUT-OF-SERVICE VEHICLES TO
COUNTY OF LOS ANGELES FIRE MUSEUM ASSOCIATION, INC.
A CALIFORNIA NON-PROFIT AGENCY
(ALL DISTRICTS) (3 VOTES)**

SUBJECT

The Consolidated Fire Protection District of Los Angeles County (District) is requesting Board of Supervisors' (Board) approval to donate surplus vehicles to the Los Angeles County Fire Museum Association, Inc., (Fire Museum), a California non-profit agency.

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

1. Find that the recommendations below are exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to Section 15061 (b)(3) of CEQA.
2. Approve the District's donation of surplus out-of-service vehicles (Attachment A) to the Fire Museum, who is an authorized agency approved by your Board to receive surplus property donations.
3. Authorize the Fire Chief, or his designee, to execute a Donation Agreement (Attachment B), which has been approved as to form by County Counsel, between the District and the Fire Museum.

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

AGOURA HILLS
ARTESIA
AZUSA
BALDWIN PARK
BELL
BELL GARDENS
BELLFLOWER
BRADBURY

CALABASAS
CARSON
CERRITOS
CLAREMONT
COMMERCE
COVINA
CUDAHY
DIAMOND BAR
DUARTE

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

INDUSTRY
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LA HABRA
LA MIRADA
LA PUENTE
LAKEWOOD
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LOMITA
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MALIBU
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PARAMOUNT
PICO RIVERA
POMONA
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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 District acquired these vehicles over 30 years ago, with the most recent vehicle placed out-of-service in 2018. These vehicles are now considered vintage, and have been stored at the Fire Museum for a period of between eight (8) to 14 years, where they are currently displayed. These vehicles can no longer be used for frontline operations because they are outdated and no longer meet the needs of the District.

This donation provides a benefit to both the public and the District as the Fire Museum celebrates the history of the American fire service and the contributions made to that history by the District.

Implementation of Strategic Plan Goals

Approval of the recommended actions is consistent with the County's Strategic Plan Goal No. III, Realize Tomorrow's Government Today by managing and maximizing county assets.

FISCAL IMPACT/FINANCING

The recommended actions have no fiscal impact, as the vehicles are surplus to the needs of the District. There is no impact to net County cost.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

These vehicles were placed out-of-service and are no longer utilized by the District. Government Code, section 25371 et seq., provides the authority for the Board to donate or lease any real or personal property that is declared to be surplus to any public agency or organization exempt from taxation.

The Fire Museum is an authorized agency approved by the Board to receive surplus property donations.

ENVIRONMENTAL DOCUMENTATION

Find the donation of the out-of-service vehicles is exempt from requirements of the California Environmental Quality Act (DEQA) pursuant to Section 15061 (b)(3) of CEQA guidelines.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The recommended actions have no impact on current services, as the vehicles are surplus to the needs of the District.

CONCLUSION

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

Executive Office, Business Operations
Attention: Zuleyda Reyes-Santana, Administrative Services Manager II
1320 North Eastern Avenue
Los Angeles, CA 90063
Zuleyda.Santana@fire.lacounty.gov

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

Respectfully submitted,

DARYL L. OSBY, FIRE CHIEF

DLO:kf

Enclosures

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

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

DISTRICT SURPLUS OUT-OF-SERVICE VEHICLES

- (1) 1975 Crown VIN # F1691 – County Tag # 49351
- (1) 1977 Crown VIN # F1782 – County Tag # 49377
- (1) 1981 American LaFrance VIN # CE7233 – County Tag # 49415
- (1) 1981 American LaFrance VIN # CE7280 – County Tag # 49428
- (1) 1961 Ford VIN # F60DR171261 – County Tag # 49554
- (1) 1974 Crown VIN # F1723 – County Tag # 49604
- (1) 1974 Crown VIN # F1724 – County Tag # 49605
- (1) 1976 Crown VIN # F1765 – County Tag # 49616
- (1) 1972 Ford VIN # R60VVP53000 – County Tag # 49674
- (1) 1984 Van Pelt VIN # 11HFT4289DLZ16183 – County Tag # 49707
- (1) 1985 Seagrave VIN # 1F9ED28HOF CST2009 – County Tag # 49742
- (1) 1979 Crown VIN # F1818 – County Tag # 49751
- (1) 1967 Kenworth VIN # 108212 – County Tag # 49972
- (1) 1986 GMC VIN # 1GDK7D1G3GV539065 – County Tag # 49985
- (1) 1989 Seagrave VIN # 1F9FE38J2KCST2131 – County Tag # F0039
- (1) 1976 International Cargostar VIN # D1035GCA10703 – County Tag # 49622

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

DONATION AGREEMENT

The Consolidated Fire Protection District of Los Angeles County, hereinafter referred to as "District," by action of the County of Los Angeles Board of Supervisors, hereinafter referred to as "Board," as its governing body, on this 1th day of September 2020, enters into Donation Agreement with the Los Angeles County Fire Museum Association, Inc., herein after referred to as "Fire Museum," a California non-profit public benefit corporation, a non-profit, tax exempt agency, located at 16400 Bellflower Boulevard Bellflower, CA 90706, hereinafter referred to as "Donee," for the donation of the "vehicles" below, hereinafter referred to as "donated vehicles." The Board has found that these vehicles are surplus to the District's needs:

1. One (1) 1975 Crown (VIN # F1691)
2. One (1) 1977 Crown (VIN # F1782)
3. One (1) 1981 American LaFrance (VIN # CE7233)
4. One (1) 1981 American LaFrance (VIN # CE7280)
5. One (1) 1961 Ford (VIN # F60DR171261)
6. One (1) 1974 Crown (VIN # F1723)
7. One (1) 1974 Crown (VIN # F1724)
8. One (1) 1976 Crown (VIN # F1765)
9. One (1) 1972 Ford (VIN # R60VVP53000)
10. One (1) 1984 Van Pelt (VIN # 11HFT4289DLZ16183)
11. One (1) 1985 Seagrave (VIN # 1F9ED28HOF CST2009)
12. One (1) 1979 Crown (VIN # F1818)
13. One (1) 1967 Kenworth (VIN # 108212)
14. One (1) 1986 GMC (VIN # 1GDK7D1G3GV539065)
15. One (1) 1989 Seagrave (VIN # 1F9FE38J2KCST2131)

16. One (1) 1976 International Cargostar (VIN # D1035GCA10703)

TERMS AND CONDITIONS OF DONATION

Donee certifies that:

It is a non-profit institution or organization, or a public agency located within the geographic boundaries of the County of Los Angeles, exempt from taxation under Section 501 of the Internal Revenue Code of 1954.

Donee agrees that:

1. Pursuant to the instruction of the Board, the Donee has expressed their need to acquire these vehicles for use to display at the Fire Museum. The donated vehicles are not being acquired for any other purposes.
2. Upon acceptance of the donated vehicles, said vehicles become the sole property of the Donee. The donated vehicles acquired by the Donee are in "as is," "where is" basis," without guarantee and/or warranty of any kind.
3. The transfer documents of the vehicles to the Donee will be processed at the Surplus Office, located in the District's Pacoima Warehouse at 12605 Osborne Street, Pacoima, CA 91331.
4. Donee agrees to begin using the donated vehicles for the above purposes within three (3) months of receiving the vehicles and to keep them in the above service for a minimum of one year thereafter.
5. Accordingly, agreement is hereby reached that the District will transfer possession and title of the (16) donated vehicles and Donee will accept and utilize the vehicles as described above.
6. Indemnification: Donee shall indemnify, defend and hold harmless County, and it's Special Districts, elected and appointed officers, employees, and agents from and against all liability including, but not limited to, demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the District's and/or omissions arising from and/or relating to this agreement.

APPROVED AS TO FROM:

Mary C. Wickham, County Counsel

By _____
Jenny Tam, Senior Deputy County Counsel

CONSOLIDATED FIRE PROTECTION
DISTRICT OF LOS ANGELES COUNTY

By _____
Fire Chief

Date

LOS ANGELES COUNTY FIRE MUSEUM ASSOCIATION, INC.
A CALIFORNIA NONPROFIT PUBLIC
BENEFIT CORPORATION

By _____
Paul Schneider

Date



COUNTY OF LOS ANGELES FIRE DEPARTMENT

1320 NORTH EASTERN AVENUE
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FIFTH DISTRICT

DARYL L. OSBY
FIRE CHIEF
FORESTER & FIRE WARDEN

September 15, 2020

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:

SPECIAL USE PERMIT NO. 0501LOOP3 FOR THE CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY (FIRE DEPARTMENT) LOOP CANYON RAWS SITE (FIFTH DISTRICT) (3 VOTES)

SUBJECT

The Consolidated Fire Protection District of Los Angeles County (District) is requesting Board of Supervisors' approval to execute Special Use Permit No. 0501LOOP3 to occupy National Forest System lands in the Angeles National Forest of the National Forest System. This Special Use Permit allows a Remote Automated Weather Station (RAWS) to remain on site for 30 years. This permit supersedes a special use permit designated LAR55702 issued to County of Los Angeles, dated September 20, 1995. The total cost of \$1,218 was paid with the District's Fiscal Year 2019-20 budget.

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

1. Find that entering into the proposed Special Use permit with the United States, Department of Agriculture, Forest Service is exempt from the provisions of the California Environmental Quality Act (CEQA), pursuant to Class 1, of the Environmental Document reporting Procedures and Guidelines adopted by the Board on November 17, 1987, and Section 15301 of the State CEQA Guidelines (Existing facilities).

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

AGOURA HILLS
ARTESIA
AZUSA
BALDWIN PARK
BELL
BELL GARDENS
BELLFLOWER
BRADBURY

CALABASAS
CARSON
CERRITOS
CLAREMONT
COMMERCE
COVINA
CUDAHY
DIAMOND BAR
DUARTE

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

INDUSTRY
INGLEWOOD
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

2. Approve and instruct the Chairman to execute Special Use Permit 0501LOOP3 with the United States Department of Agriculture, Forest Service to allow the existing RAWs to remain on site for 30 years for a total cost of \$1,218.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The Loop Canyon RAWs is one of 21 RAWs deployed throughout the County and it's been in service since November 19, 1998. RAWs provide the Fire Department situational awareness to augment staffing under wildfire weather conditions. The Loop Canyon RAWs is located in the Angeles National Forest near the Consolidated Fire Protection District Camp 9 facility. The site is owned by the federal government and under the jurisdiction of the United States Department of Agriculture, Forest Service (USDAFS). The USDAFS has recently requested the County to enter into a formal lease agreement allowing the Fire Department to maintain the Loop Canyon RAWs.

Implementation of Strategic Plan Goals

The Countywide Strategic Plan Goal of Operational Effectiveness (Goal 1) directs that we maximize the effectiveness of the County's processes and operations. The proposed Special Use Permit supports this goal by securing rights for the Fire Department to maintain this critical weather station for 30 years. This lease is in conformance with the Asset Management Principles, as outlined in Attachment A. Must acquire and complete the Asset Management Principles form.

FISCAL IMPACT/FINANCING

The proposed lease agreement authorizes the Los Angeles County Fire Department to maintain a currently installed RAWs unit on USDAFS land for 30 years. The one-time cost is \$1,218 and was covered through the District's Fiscal Year 2019-2020 budget. This Special Use Permit formalizes the long-term lease and protects the Fire Department's assets.

FACTS AND PROVISIONAL/LEGAL REQUIREMENTS

In compliance with federal laws governing federally owned properties, the Special Use Permit contains certain provisions not customarily found in other agreements involving real estate rights. These provisions include compliance with the standards and guidelines with the USDAFS' land management plan under the Federal Land Policy and Management Act, as amended October 21, 1976. The Permit also requires the holder to protect the site from damage, including fire suppression, and to indemnify the federal government for damage incurred in connection with the use of the Permit. This Permit is not renewable and the application for a new permit must be submitted 6 months prior to the expiration of this permit. County Counsel and Fire have reviewed the documents indicating the execution of the Special Use Permit will have no adverse legal impact.

ENVIRONMENTAL DOCUMENTATION

The Chief Executive Office (CEO) has performed an initial study of environmental factors and has concluded the Permit is exempt from the provisions of the California Environmental Quality Act (CEQA), pursuant to Class 1, of the Environmental Document Reporting Procedures and Guidelines adopted by the Board on November 17, 1987, and Section 15301 of the State CEQA Guidelines (Existing Facilities).

IMPACTS ON CURRENT SERVICES (OR PROJECTS)

The proposed Special Use Permit allowing continued use of the existing Fire Department Loop Canyon RAWS unit will have no impact on current services. The Fire Department concurs with the terms of the Special Use Permit.

CONCLUSION

It is requested that the Executive Officer, Board of Supervisors, return two adopted, stamped Board letters and two certified copies of the Minute order to

CEO
Real Estate Division
222 South Hill Street, 4th Floor
Los Angeles, California 90012

Consolidated Fire Protection District of Los Angeles County
Executive Office – Business Operations
Zuleyda Reyes-Santana, Administrative Services Manager II
Zuleyda.Reyes@fire.lacounty.gov

Respectfully submitted,

DARYL L. OSBY, FIRE CHIEF

DLO:rd

Enclosures

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

Authorization ID: 0501LOOP3
Contact Name: CONSOLIDATED FIRE PROTECTION
DISTRICT OF LOS ANGELES COUNTY
Expiration Date: 12/31/2047
Use Code: 814

FS-2700-4 (VER. 03/17)
OMB 0596-0082

**U.S. DEPARTMENT OF AGRICULTURE
FOREST SERVICE
SPECIAL USE PERMIT**

Authority: FEDERAL LAND POLICY AND MGMT ACT, AS AMENDED October 21, 1976

Consolidated Fire Protection District of Los Angeles County (hereinafter "the holder") is authorized to use or occupy National Forest System lands in the Angeles National Forest of the National Forest System, subject to the terms and conditions of this special use permit (the permit).

This permit covers 0.01 acres in the Sec. 11, T. 3 N., R. 15 W., San Bernardino Meridian, ("the permit area"), as shown on map in the **Loop Canyon Communications Site Management Plan** dated **11/17/2017** attached as **Exhibit A**. This and any other appendices to this permit are hereby incorporated into this permit.

This permit issued for the purpose of: **Resource Monitoring** at Loop Canyon Communications Site. Authorized facilities include:

- (1) weather station comprised of (1) 20' guyed pipe mast, (1) 8' x 8' x 6' open metal framework to support equipment cabinet and mast;
- (1) 20' x 20' x 8' chain link fence;
- (1) solar panel

TERMS AND CONDITIONS

I. GENERAL TERMS

A. AUTHORITY. This permit is issued pursuant to the Federal Land Policy and Management Act, as Amended October 21, 1976 and 36 CFR Part 251, Subpart B, as amended, and is subject to their provisions.

B. AUTHORIZED OFFICER. The authorized officer is the Forest or Grassland Supervisor or a subordinate officer with delegated authority.

C. TERM. This permit shall expire at midnight on **12/31/2047**.

D. CONTINUATION OF USE AND OCCUPANCY. This permit is not renewable. Prior to expiration of this permit, the holder may apply for a new permit for the use and occupancy authorized by this permit. Applications for a new permit must be submitted at least 6 months prior to expiration of this permit. Issuance of a new permit is at the sole discretion of the authorized officer. At a minimum, before issuing a new permit, the authorized officer shall ensure that (1) the use and occupancy to be authorized by the new permit is consistent with the standards and guidelines in the applicable land management plan; (2) the type of use and occupancy to be authorized by the new

permit is the same as the type of use and occupancy authorized by this permit; and (3) the holder is in compliance with all the terms of this permit. The authorized officer may prescribe new terms and conditions when a new permit is issued.

E. AMENDMENT. This permit may be amended in whole or in part by the Forest Service when, at the discretion of the authorized officer, such action is deemed necessary or desirable to incorporate new terms that may be required by law, regulation, directive, the applicable forest land and resource management plan, or projects and activities implementing a land management plan pursuant to 36 CFR Part 215.

F. COMPLIANCE WITH LAWS, REGULATIONS, AND OTHER LEGAL

REQUIREMENTS. In exercising the rights and privileges granted by this permit, the holder shall comply with all present and future federal laws and regulations and all present and future state, county, and municipal laws, regulations, and other legal requirements that apply to the permit area, to the extent they do not conflict with federal law, regulation, or policy. The Forest Service assumes no responsibility for enforcing laws, regulations, and other legal requirements that fall under the jurisdiction of other governmental entities.

G. NON-EXCLUSIVE USE. The use or occupancy authorized by this permit is not exclusive. The Forest Service reserves the right of access to the permit area, including a continuing right of physical entry to the permit area for inspection, monitoring, or any other purpose consistent with any right or obligation of the United States under any law or regulation. The Forest Service reserves the right to allow others to use the permit area in any way that is not inconsistent with the holder's rights and privileges under this permit, after consultation with all parties involved. Except for any restrictions that the holder and the authorized officer agree are necessary to protect the installation and operation of authorized temporary improvements, the lands and waters covered by this permit shall remain open to the public for all lawful purposes.

H. ASSIGNABILITY. This permit is not assignable or transferable.

I. TRANSFER OF TITLE TO THE IMPROVEMENTS.

1. **Notification of Transfer.** The holder shall notify the authorized officer when a transfer of title to all or part of the authorized improvements is planned.

2. **Transfer of Title.** Any transfer of title to the improvements covered by this permit shall result in termination of the permit. The party who acquires title to the improvements must submit an application for a permit. The Forest Service is not obligated to issue a new permit to the party who acquires title to the improvements. The authorized officer shall determine that the applicant meets requirements under applicable federal regulations.

II. IMPROVEMENTS

A. LIMITATIONS ON USE. Nothing in this permit gives or implies permission to build or maintain any structure or facility or to conduct any activity, unless specifically authorized by this permit. Any use not specifically authorized by this permit must be proposed in accordance with 36

CFR 251.54. Approval of such a proposal through issuance of a new permit or permit amendment is at the sole discretion of the authorized officer.

B. PLANS. All plans for development, layout, construction, reconstruction, or alteration of improvements in the permit area, as well as revisions to those plans must be prepared by a professional engineer, architect, landscape architect, or other qualified professional based on federal employment standards acceptable to the authorized officer. These plans and plan revisions must have written approval from the authorized officer before they are implemented. The authorized officer may require the holder to furnish as-built plans, maps, or surveys upon completion of the work.

C. CONSTRUCTION. Any construction authorized by this permit shall commence by N/A and shall be completed by N/A.

III. OPERATIONS.

A. PERIOD OF USE. Use or occupancy of the permit area shall be exercised at least 365 days each year.

B. CONDITION OF OPERATIONS. The holder shall maintain the authorized improvements and permit area to standards of repair, orderliness, neatness, sanitation, and safety acceptable to the authorized officer and consistent with other provisions of this permit. Standards are subject to periodic change by the authorized officer when deemed necessary to meet statutory, regulatory, or policy requirements or to protect national forest resources. The holder shall comply with inspection requirements deemed appropriate by the authorized officer.

C. MONITORING BY THE FOREST SERVICE. The Forest Service shall monitor the holder's operations and reserves the right to inspect the permit area and transmission facilities at any time for compliance with the terms of this permit. The holder shall comply with inspection requirements deemed appropriate by the authorized officer. The holder's obligations under this permit are not contingent upon any duty of the Forest Service to inspect the permit area or transmission facilities. A failure by the Forest Service or other governmental officials to inspect is not a justification for noncompliance with any of the terms and conditions of this permit.

IV. RIGHTS AND LIABILITIES

A. LEGAL EFFECT OF THE PERMIT. This permit, which is revocable and terminable, is not a contract or a lease, but rather a federal license. The benefits and requirements conferred by this authorization are reviewable solely under the procedures set forth in 36 CFR 214 and 5 U.S.C. 704. This permit does not constitute a contract for purposes of the Contract Disputes Act, 41 U.S.C. 601. The permit is not real property, does not convey any interest in real property, and may not be used as collateral for a loan.

B. VALID EXISTING RIGHTS. This permit is subject to all valid existing rights. Valid existing rights include those derived under mining and mineral leasing laws of the United States. The United States is not liable to the holder for the exercise of any such right.

C. ABSENCE OF THIRD-PARTY BENEFICIARY RIGHTS. The parties to this permit do not intend to confer any rights on any third party as a beneficiary under this permit.

D. SERVICES NOT PROVIDED. This permit does not provide for the furnishing of road or trail maintenance, water, fire protection, search and rescue, or any other such service by a government agency, utility, association, or individual.

E. RISK OF LOSS. The holder assumes all risk of loss associated with use or occupancy of the permit area, including but not limited to theft, vandalism, fire and any fire-fighting activities (including prescribed burns), avalanches, rising waters, winds, falling limbs or trees, and other forces of nature. If authorized temporary improvements in the permit area are destroyed or substantially damaged, the authorized officer shall conduct an analysis to determine whether the improvements can be safely occupied in the future and whether rebuilding should be allowed. If rebuilding is not allowed, the permit shall terminate.

F. DAMAGE TO UNITED STATES PROPERTY. The holder has an affirmative duty to protect from damage the land, property, and other interests of the United States. Damage includes but is not limited to fire suppression costs and damage to government-owned improvements covered by this permit.

1. The holder shall be liable for all injury, loss, or damage, including fire suppression, prevention and control of the spread of invasive species, or other costs in connection with rehabilitation or restoration of natural resources resulting from the use or occupancy authorized by this permit. Compensation shall include but not be limited to the value of resources damaged or destroyed, the costs of restoration, cleanup, or other mitigation, fire suppression or other types of abatement costs, and all administrative, legal (including attorney's fees), and other costs. Such costs may be deducted from a performance bond required under clause IV.J.

2. The holder shall be liable for damage caused by use of the holder or the holder's heirs, assigns, agents, employees, contractors, or lessees to all roads and trails of the United States to the same extent as provided under clause IV.F.1, except that liability shall not include reasonable and ordinary wear and tear.

G. HEALTH AND SAFETY. The holder shall take all measures necessary to protect the health and safety of all persons affected by the use and occupancy authorized by this permit. The holder shall promptly abate as completely as possible and in compliance with all applicable laws and regulations any physical or mechanical procedure, activity, event, or condition existing or occurring in connection with the authorized use and occupancy during the term of this permit that causes or threatens to cause a hazard to the health or safety of the public or the holder's employees or agents. The holder shall as soon as practicable notify the authorized officer of all serious accidents that occur in connection with these procedures, activities, events, or conditions. The Forest Service has no duty under the terms of this permit to inspect the permit area or operations of the holder for hazardous conditions or compliance with health and safety standards.

H. ENVIRONMENTAL PROTECTION.

1. For purposes of clause IV.H and section V, "hazardous material" shall mean (a) any hazardous substance under section 101(14) of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), 42 U.S.C. 9601(14); (b) any pollutant or contaminant under section 101(33) of CERCLA, 42 U.S.C. 9601(33); (c) any petroleum product or its derivative, including fuel oil, and waste oils; and (d) any hazardous substance, extremely hazardous substance, toxic substance, hazardous waste, ignitable, reactive or corrosive materials, pollutant, contaminant, element, compound, mixture, solution or substance that may pose a present or potential hazard to human health or the environment under any applicable environmental laws.

2. The holder shall avoid damaging or contaminating the environment, including but not limited to the soil, vegetation (such as trees, shrubs, and grass), surface water, and groundwater, during the holder's use and occupancy of the permit area. Environmental damage includes but is not limited to all costs and damages associated with or resulting from the release or threatened release of a hazardous material occurring during or as a result of activities of the holder or the holder's heirs, assigns, agents, employees, contractors, or lessees on, or related to, the lands, property, and other interests covered by this permit. If the environment or any government property covered by this permit becomes damaged in connection with the holder's use and occupancy, the holder shall as soon as practicable repair the damage or replace the damaged items to the satisfaction of the authorized officer and at no expense to the United States.

3. The holder shall as soon as practicable, as completely as possible, and in compliance with all applicable laws and regulations abate any physical or mechanical procedure, activity, event, or condition existing or occurring in connection with the authorized use and occupancy during or after the term of this permit that causes or threatens to cause harm to the environment, including areas of vegetation or timber, fish or other wildlife populations, their habitats, or any other natural resources.

I. INDEMNIFICATION OF THE UNITED STATES. The holder shall indemnify, defend, and hold harmless the United States for any costs, damages, claims, liabilities, and judgments arising from past, present, and future acts or omissions of the holder in connection with the use or occupancy authorized by this permit. This indemnification provision includes but is not limited to acts and omissions of the holder or the holder's heirs, assigns, agents, employees, contractors, or lessees in connection with the use or occupancy authorized by this permit which result in (1) violations of any laws and regulations which are now or which may in the future become applicable; (2) judgments, claims, demands, penalties, or fees assessed against the United States; (3) costs, expenses, and damages incurred by the United States; or (4) the release or threatened release of any solid waste, hazardous waste, hazardous materials, pollutant, contaminant, oil in any form, or petroleum product into the environment. The authorized officer may prescribe terms that allow the holder to replace, repair, restore, or otherwise undertake necessary curative actions to mitigate damages in addition to or as an alternative to monetary indemnification.

J. BONDING. The authorized officer may require the holder to furnish a surety bond or other security for any of the obligations imposed by the terms and conditions of this permit or any applicable law, regulation, or order.

V. RESOURCE PROTECTION

A. COMPLIANCE WITH ENVIRONMENTAL LAWS. The holder shall in connection with the use or occupancy authorized by this permit comply with all applicable federal, state, and local environmental laws and regulations, including but not limited to those established pursuant to the Resource Conservation and Recovery Act, as amended, 42 U.S.C. 6901 et seq., the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq., the Oil Pollution Act, as amended, 33 U.S.C. 2701 et seq., the Clean Air Act, as amended, 42 U.S.C. 7401 et seq., CERCLA, as amended, 42 U.S.C. 9601 et seq., the Toxic Substances Control Act, as amended, 15 U.S.C. 2601 et seq., the Federal Insecticide, Fungicide, and Rodenticide Act, as amended, 7 U.S.C. 136 et seq., and the Safe Drinking Water Act, as amended, 42 U.S.C. 300f et seq.

B. VANDALISM. The holder shall take reasonable measures to prevent and discourage vandalism and disorderly conduct and when necessary shall contact the appropriate law enforcement officer.

C. PESTICIDE USE.

1. Authorized Officer Concurrence. Pesticides may not be used outside of buildings in the permit area to control pests, including undesirable woody and herbaceous vegetation (including aquatic plants), insects, birds, rodents, or fish without prior written concurrence of the authorized officer. Only those products registered or otherwise authorized by the U.S. Environmental Protection Agency and appropriate State authority for the specific purpose planned shall be authorized for use within areas on National Forest System lands.

2. Pesticide-Use Proposal. Requests for concurrence of any planned uses of pesticides shall be provided in advance using the Pesticide-Use Proposal (form FS-2100-2). Annually the holder shall, on the due date established by the authorized officer, submit requests for any new, or continued, pesticide usage. The Pesticide-Use Proposal shall cover a 12-month period of planned use. The Pesticide-Use Proposal shall be submitted at least 60 days in advance of pesticide application. Information essential for review shall be provided in the form specified. Exceptions to this schedule may be allowed, subject to emergency request and approval, only when unexpected outbreaks of pests require control measures which were not anticipated at the time a Pesticide-Use Proposal was submitted.

3. Labeling, Laws, and Regulations. Label instructions and all applicable laws and regulations shall be strictly followed in the application of pesticides and disposal of excess materials and containers. No pesticide waste, excess materials, or containers shall be disposed of in any area administered by the Forest Service.

D. ARCHAEOLOGICAL-PALEONTOLOGICAL DISCOVERIES. The holder shall immediately notify the authorized officer of all antiquities or other objects of historic or scientific interest, including but not limited to historic or prehistoric ruins, fossils, or artifacts discovered in connection with the use and occupancy authorized by this permit. The holder shall follow the applicable inadvertent discovery protocols for the undertaking provided in an agreement executed pursuant to section 106 of the National Historic Preservation Act, 54 U.S.C. 306108; if there are no such agreed-upon protocols, the holder shall leave these discoveries intact and in place until

consultation has occurred, as informed, if applicable, by any programmatic agreement with tribes. Protective and mitigation measures developed under this clause shall be the responsibility of the holder. However, the holder shall give the authorized officer written notice before implementing these measures and shall coordinate with the authorized officer for proximate and contextual discoveries extending beyond the permit area.

E. NATIVE AMERICAN GRAVES PROTECTION AND REPATRIATION ACT (NAGPRA).

In accordance with 25 U.S.C. 3002(d) and 43 CFR 10.4, if the holder inadvertently discovers human remains, funerary objects, sacred objects, or objects of cultural patrimony on National Forest System lands, the holder shall immediately cease work in the area of the discovery and shall make a reasonable effort to protect and secure the items. The holder shall follow the applicable NAGPRA protocols for the undertaking provided in the NAGPRA plan of action or the NAGPRA comprehensive agreement; if there are no such agreed-upon protocols, the holder shall as soon as practicable notify the authorized officer of the discovery and shall follow up with written confirmation of the discovery. The activity that resulted in the inadvertent discovery may not resume until 30 days after the forest archaeologist certifies receipt of the written confirmation, if resumption of the activity is otherwise lawful, or at any time if a binding written agreement has been executed between the Forest Service and the affiliated Indian tribes that adopts a recovery plan for the human remains and objects.

F. PROTECTION OF THREATENED AND ENDANGERED SPECIES, SENSITIVE SPECIES, AND SPECIES OF CONSERVATION CONCERN AND THEIR HABITAT.

1. Threatened and Endangered Species and Their Habitat. The location of sites within the permit area needing special measures for protection of plants or animals listed as threatened or endangered under the Endangered Species Act (ESA) of 1973, 16 U.S.C. 1531 et seq., as amended, or within designated critical habitat shall be shown on a map in an appendix to this permit and may be shown on the ground. The holder shall take any protective and mitigation measures specified by the authorized officer as necessary and appropriate to avoid or reduce effects on listed species or designated critical habitat affected by the authorized use and occupancy. Discovery by the holder or the Forest Service of other sites within the permit area containing threatened or endangered species or designated critical habitat not shown on the map in the appendix shall be promptly reported to the other party and shall be added to the map.

2. Sensitive Species and Species of Conservation Concern and Their Habitat. The location of sites within the permit area needing special measures for protection of plants or animals designated by the Regional Forester as sensitive species or as species of conservation concern pursuant to FSM 2670 shall be shown on a map in an appendix to this permit and may be shown on the ground. The holder shall take any protective and mitigation measures specified by the authorized officer as necessary and appropriate to avoid or reduce effects on sensitive species or species of conservation concern or their habitat affected by the authorized use and occupancy. Discovery by the holder or the Forest Service of other sites within the permit area containing sensitive species or species of conservation concern or their habitat not shown on the map in the appendix shall be promptly reported to the other party and shall be added to the map.

G. CONSENT TO STORE HAZARDOUS MATERIALS. The holder shall not store any hazardous materials at the site without prior written approval from the authorized officer. This approval shall not be unreasonably withheld. If the authorized officer provides approval, this permit shall include, or in the case of approval provided after this permit is issued, shall be amended to include specific terms addressing the storage of hazardous materials, including the specific type of materials to be stored, the volume, the type of storage, and a spill plan. Such terms shall be proposed by the holder and are subject to approval by the authorized officer.

H. CLEANUP AND REMEDIATION.

1. The holder shall immediately notify all appropriate response authorities, including the National Response Center and the authorized officer or the authorized officer's designated representative, of any oil discharge or of the release of a hazardous material in the permit area in an amount greater than or equal to its reportable quantity, in accordance with 33 CFR Part 153, Subpart B, and 40 CFR Part 302. For the purposes of this requirement, "oil" is as defined by section 311(a)(1) of the Clean Water Act, 33 U.S.C. 1321(a)(1). The holder shall immediately notify the authorized officer or the authorized officer's designated representative of any release or threatened release of any hazardous material in or near the permit area which may be harmful to public health or welfare or which may adversely affect natural resources on federal lands.

2. Except with respect to any federally permitted release as that term is defined under Section 101(10) of CERCLA, 42 U.S.C. 9601(10), the holder shall clean up or otherwise remediate any release, threat of release, or discharge of hazardous materials that occurs either in the permit area or in connection with the holder's activities in the permit area, regardless of whether those activities are authorized under this permit. The holder shall perform cleanup or remediation immediately upon discovery of the release, threat of release, or discharge of hazardous materials. The holder shall perform the cleanup or remediation to the satisfaction of the authorized officer and at no expense to the United States. Upon revocation or termination of this permit, the holder shall deliver the site to the Forest Service free and clear of contamination.

VI. LAND USE FEE AND ACCOUNTING ISSUES

A. LAND USE FEES. The use or occupancy authorized by this permit is exempt from a land use fee or the land use fee has been waived in full pursuant to 36 CFR 251.57 and Forest Service Handbook 2709.11, Chapter 30.

VII. REVOCATION, SUSPENSION, AND TERMINATION

A. REVOCATION AND SUSPENSION. The authorized officer may revoke or suspend this permit in whole or in part:

1. For noncompliance with federal, state, or local law.
2. For noncompliance with the terms of this permit.
3. For abandonment or other failure of the holder to exercise the privileges granted.

4. With the consent of the holder.
5. For specific and compelling reasons in the public interest.

Prior to revocation or suspension, other than immediate suspension under clause VII.B, the authorized officer shall give the holder written notice of the grounds for revocation or suspension and a reasonable period, typically not to exceed 90 days, to cure any noncompliance.

B. IMMEDIATE SUSPENSION. The authorized officer may immediately suspend this permit in whole or in part when necessary to protect public health or safety or the environment. The suspension decision shall be in writing. The holder may request an on-site review with the authorized officer's supervisor of the adverse conditions prompting the suspension. The authorized officer's supervisor shall grant this request within 48 hours. Following the on-site review, the authorized officer's supervisor shall promptly affirm, modify, or cancel the suspension.

C. APPEALS AND REMEDIES. Written decisions by the authorized officer relating to administration of this permit are subject to administrative appeal pursuant to 36 CFR Part 214, as amended. Revocation or suspension of this permit shall not give rise to any claim for damages by the holder against the Forest Service.

D. TERMINATION. This permit shall terminate when by its terms a fixed or agreed upon condition, event, or time occurs without any action by the authorized officer. Examples include but are not limited to expiration of the permit by its terms on a specified date and termination upon change of control of the business entity. Termination of this permit shall not require notice, a decision document, or any environmental analysis or other documentation. Termination of this permit is not subject to administrative appeal and shall not give rise to any claim for damages by the holder against the Forest Service.

E. RIGHTS AND RESPONSIBILITIES UPON REVOCATION OR TERMINATION WITHOUT ISSUANCE OF A NEW PERMIT.

Upon revocation or termination of this permit without issuance of a new permit, the holder shall remove all structures and improvements, except those owned by the United States, within a reasonable period prescribed by the authorized officer and shall restore the site to the satisfaction of the authorized officer. If the holder fails to remove all structures and improvements within the prescribed period, they shall become the property of the United States and may be sold, destroyed, or otherwise disposed of without any liability to the United States. However, the holder shall remain liable for all costs associated with their removal, including costs of sale and impoundment, cleanup, and restoration of the site.

VIII. MISCELLANEOUS PROVISIONS

A. MEMBERS OF CONGRESS. No member of or delegate to Congress or resident commissioner shall benefit from this permit either directly or indirectly, except to the extent the authorized use provides a general benefit to a corporation.

B. CURRENT ADDRESSES. The holder and the Forest Service shall keep each other informed of current mailing addresses, including those necessary for billing and payment of land use fees.

C. SUPERSEDED PERMIT. This permit supersedes a special use permit designated **LAR557002** issued to County of Los Angeles, dated 09/20/1995.

D. SUPERIOR CLAUSES. If there is a conflict between any of the preceding printed clauses and any of the following clauses, the preceding printed clauses shall control.

E. Communications Site - Management Plan (X-49). All development, operation, and maintenance of the authorized facility, improvements, and equipment located in the permit area shall be in accordance with the **Loop Canyon Communications Site Management Plan** approved by the Authorized Officer. If required by the Authorized Officer, all plans for development, layout, construction, or alteration of improvements in the permit area as well as revisions to those plans must be prepared by a licensed Engineer, Architect, or Landscape Architect. These plans must have written approval from the Authorized Officer before commencement of any work. After work is completed, as-built plans, maps, surveys, and other similar documentation must be provided to the Authorized Officer and appended to the communications site plan.

F. Communications Site - License/Authorization (X-50). Unless not subject to licensure under applicable regulations, use of communications equipment requires a valid Federal Communications Commission (FCC) license or Director of Telecommunication Management/ Interdepartmental Radio Advisory Committee (DTM/IRAC) authorization, and operation of the equipment must be in strict compliance with applicable FCC or DTM/IRAC requirements. Uses that are not subject to authorization by the FCC or DTM/IRAC must be operated in the permit area in accordance with applicable FCC or DTM/IRAC standards. A copy of each applicable license or authorization shall be maintained by the holder. Upon request, the holder shall provide the Authorized Officer with a current copy of any of these licenses or authorizations.

G. Communications Site - Equipment Interference (X-51). The holder shall ensure that the holder's equipment operates in a manner which will not cause harmful interference with the operation of existing equipment at or adjacent to the communications site identified in this permit. If the Authorized Officer or authorized FCC official determines that the holder's use interferes with existing equipment, the holder shall promptly take the necessary steps to eliminate or reduce the harmful interference to the satisfaction of the Authorized Officer or FCC official.

H. Communications Site - Technical Information (X-52). Upon request, the holder shall furnish to the Authorized Officer on form FS-2700-10 technical information concerning the holder's communications equipment located in the permit area.

THIS PERMIT IS ACCEPTED SUBJECT TO ALL ITS TERMS AND CONDITIONS.

BEFORE ANY PERMIT IS ISSUED TO AN ENTITY, DOCUMENTATION MUST BE PROVIDED TO THE AUTHORIZED OFFICER OF THE AUTHORITY OF THE SIGNATORY FOR THE ENTITY TO BIND IT TO THE TERMS AND CONDITIONS OF THE PERMIT.

CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY:

By: _____
FIRE CHIEF (print name) SIGNATURE DATE

APPROVED AS TO FORM:

By: JENNY TAM
County Counsel

DEPUTY SIGNATURE DATE

APPROVED:

UNITED STATES OF AMERICA
Department of Agriculture
Forest Service

JEROME PEREZ

Angeles National Forest Supervisor SIGNATURE DATE

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0082. The time required to complete this information collection is estimated to average one hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and, where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.

The Privacy Act of 1974 (5 U.S.C. 552a) and the Freedom of Information Act (5 U.S.C. 552) govern the confidentiality to be provided for information received by the Forest Service.

September 15, 2020

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:

**BAILMENT AGREEMENT WITH CITY OF MALIBU
FOR USE OF 2018 FORD EXPLORER INTERCEPTOR
(THIRD DISTRICT) (3 VOTES)**

SUBJECT

The Los Angeles County (County) Sheriff's Department (Department) is seeking the Board's approval of a Bailment Agreement (Agreement) with the City of Malibu for the use of a 2018 Ford Explorer Interceptor by the Department's Malibu/Lost Hills Sheriff Station Volunteers on Policing (VOP).

IT IS RECOMMENDED THAT THE BOARD:

1. Approve and instruct the Chair of the Board to execute the attached Agreement with the City of Malibu of the following vehicle:

2018 Ford Interceptor, Vehicle Identification Number 1FM5K8AR3JGC43513

At no cost to the county, effective upon execution by the Board, for a period of five years unless sooner terminated or extended.

2. Instruct the Executive Officer-Clerk of the Board to send a letter of appreciation to Reva Feldman, City Manager, City of Malibu Administrative Offices, 23825 Stuart Ranch Road, City of Malibu, CA 90265, for the generous use of the vehicle.

3. Delegate authority to the Sheriff, or his designee, to execute an amendment to the Agreement to extend the term for an additional five years if it is in the best interest of the County.

PURPOSE OF RECOMMENDED ACTION/JUSTIFICATION

The City of Malibu wishes to loan the Department the use of the following vehicle:

2018 Ford Interceptor, Vehicle Identification Number 1FM5K8AR3JGC43513

The vehicle will be for the exclusive use by Department personnel assigned to the Department's City of Malibu VOP Team.

Implementation of Strategic Plan Goals

Acceptance of this loan supports the County's Strategic Plan, Goal 1, Operational Effectiveness/Fiscal Sustainability, and Goal 2, Community Support and Responsiveness. The loaned vehicle will enhance both the quality and productivity of services provided by the City of Malibu VOP Team.

FISCAL IMPACT/FINANCING

Normal maintenance, repairs, and routine service will be provided by the Department. The Department will pay for all fuel, washing, parking, garage storage fees, highway/road tolls, and fines incurred in connection with the use of the vehicle. All liability insurance will be provided and paid for by the Department.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The vehicle will be on loan to the Department for a period of five years. Either party may terminate the Agreement with five days advance written notice to the other party. The term of the Agreement may be extended for an additional five years. In addition, the Agreement requires the County to indemnify and defend the City of Malibu from any and all liability arising out of the County's use or operation of the vehicle. The indemnification, however, does not extend to any liability resulting from inherent defects or malfunctions in such vehicle related to the manufacturer's acts or omissions.

The County will hold the title as the registered owner of the vehicle, and the City of Malibu will hold the title as the legal owner.

The Agreement has been approved as to form by County Counsel.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of this request will help ensure continued delivery of quality law enforcement services to the residents and beach goers served by the Department's Malibu/Lost Hills Sheriff Station. There will be no negative impact on current Department services or projects as a result of this bailment.

CONCLUSION

Upon Board approval, please return one adopted copy of the Board letter to the Department's North Patrol Division.

Sincerely,

ALEX VILLANUEVA, SHERIFF

TIMOTHY K. MURAKAMI
UNDERSHERIFF

AV:JB:jb
(North Patrol Division/ Malibu/Lost Hills Station)

- 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
Selwyn Hollins, Director, Internal Services Department (ISD)
Gerald R. Plummer, Division Manager, ISD
Elizabeth D. Miller, Chief Legal Advisor, Legal Advisory Unit
Michele Jackson, Principal Deputy County Counsel
Timothy K. Murakami, Undersheriff
Jorge A. Valdez, Chief of Staff
Mark A. Glatt, Chief, Technology and Support Division
Dennis M. Kneer, Chief, North Patrol Division
Conrad Meredith, Division Director, Administrative Services Division (ASD)
Glen C. Joe, Assistant Division Director, ASD
Judy A. Anderson, Captain, Comm. and Fleet Management Bureau (CFMB)
Salvador Becerra, Captain, Malibu/Lost Hills Station
James R. Braden Jr., Lieutenant, Malibu/Lost Hills Station
Nancy Ohara, Lieutenant, CFMB
Vanessa C. Chow, Sergeant, ASD
David M. Davis, Sergeant, CFMB
Erica M. Saavedra, Deputy ASD
Rochelle L. Kidd, Assistant Automotive Equipment Coordinator, CFMB
(Bailments - 2018 Ford Explorer Interceptor—City of Malibu 09-15-20)

**BAILMENT AGREEMENT BY AND BETWEEN
THE COUNTY OF LOS ANGELES AND THE CITY OF MALIBU**

This Bailment Agreement ("Agreement") is made and entered into this ____ day of _____, 2020, by and between the County of Los Angeles ("County") and the City of Malibu ("City"). The City and County may be individually referred to as "Party" or collectively referred to as the "Parties."

RECITALS

(A) The Los Angeles County Sheriff's Department ("Sheriff's Department") established a Volunteers on Patrol ("VOP") program, which consists of civilian volunteers who act as the "eyes and ears" of the Sheriff's Department. On December 13, 2010, the City approved the establishment of the VOP program to allow its residents to assist the Sheriff's Department in achieving its goals.

(B) The VOP volunteers ("Volunteers") provide assistance to the Sheriff's Department by identifying suspicious activities, crimes in progress, or other dangerous circumstances, and notifying the authorities for proper handling. They also help enforce the City's parking regulations through the issuance of parking citations.

(C) The County has mandated that in order for the Sheriff's Department to continue its participation in the VOP program, the City must bail a City vehicle to the Sheriff's Department. The vehicle will be used to conduct authorized activities within the City, and will be equipped by the County with all required law enforcement equipment.

(D) As such, the Parties wish to enter into this Agreement so that the Sheriff's Department may continue its VOP program within the City.

NOW, THEREFORE, for and in consideration of the foregoing recitals and the mutual covenants and agreements herein, the Parties agree as follows:

1. Bailment of Property

The City hereby bails a **2018 Ford Interceptor** ("Vehicle"), Vehicle Identification Number **1FM5K8AR3JGC43513**, to the County for the exclusive use of the Sheriff's Department, as set forth in this Agreement. The Parties shall execute an amendment to this Agreement for any additional vehicle the City bails to the County that is not identified herein.

2. Term of Bailment

The term of this Agreement shall be five years and will commence upon execution by both Parties on the 15 day of March, 2020. If not extended by the Parties, the Agreement will terminate on 15 day of March, 2025. At the end of the initial five year term, the Parties will have an opportunity to extend the term of the Agreement for an additional five years by mutual written notice (expiring on 15 day of March, 2030). The Parties may not elect to extend the Agreement for a period other than the specified five year terms without executing an amendment to this Agreement.

3. Safekeeping and Maintenance:

The County shall exercise due care for the safekeeping of the Vehicle. The County has the right to inspect said Vehicle prior to acceptance. The County shall inspect the Vehicle upon delivery and by acceptance

thereof finds the Vehicle in good working order and condition. The County shall maintain the Vehicle in good working order and condition, ensure proper servicing, and shall comply in every respect with any manufacturer's/owner's manual (including its recommended maintenance schedule) that comes with the Vehicle. The County shall pay for normal maintenance, repair, and service required for the proper operation of the Vehicle. The County shall pay for all costs related to the vehicle including fuel, washing, parking, and garage storage. The County will provide, install, and maintain all required equipment including voice radio, amber lights, and graphics on the Vehicle. All required law enforcement equipment installed by the Sheriff's Department will be removed from the Vehicle, at no cost to the City, prior to return of the Vehicle to the City.

4. Indemnification

The County agrees to indemnify, defend, and hold harmless the City, its officers, officials, and employees from any and all liability, losses, expenses, costs (including without limitation reasonable attorney's fees, expert fees and all other costs and fees of litigation), or damages the City may suffer and from any claims, demands, or judgments against the City arising out of County's (including, but not limited to, the Sheriff's Department and the Volunteers) use or operation of the City's Vehicle. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement. This indemnification does not extend to any liability resulting from inherent defects or malfunctions in such Vehicles related to manufacturer's acts or omissions.

5. Titles

Legal title to the Vehicle is, and shall at all times, remain in the name of the City. The County shall hold title as the registered owner only. The Vehicle shall not be transferred or delivered by the County to any persons other than the City without the City's prior written consent.

6. Cost

Except as otherwise set forth in this Agreement, the County's use of the Vehicle shall be at no cost to the City.

7. Inspection by County

The County agrees to allow the City to inspect the Vehicle or otherwise observe it at such times and locations as mutually agreed upon. The County shall provide the City with such mileage, safety, operating, and other information, or copies of any such records maintained by County with respect to the Vehicle as the City or any government agency may require from time to time.

8. Use of Vehicle

- a) The County may use the Vehicle for the sole and exclusive purpose of the VOP program. Unless written approval is obtained from the City, the County shall not use the Vehicle outside of the City's jurisdictional limits, except when necessary for maintenance, repair, refueling, inspection, or washing. The Vehicle may only be operated by Sheriff's Department VOP Volunteers, Sheriff's Department employees and mechanics in the course of servicing the Vehicle.
- b) The Vehicle shall be parked at Malibu City Hall at the end of each shift.

c) The County shall not use or operate the Vehicle in violation of any federal, state, local or provincial law, rule, regulation, or ordinance including those pertaining to the age and licensing of drivers. Under no circumstances shall the County disconnect the Vehicles' odometers or other mileage recording devices. Nor shall the Vehicle be used or operated as follows:

i. In a manner subjecting it to depreciation above the normal depreciation associated with law enforcement use.

ii. For an illegal purpose or by a person under the influence of alcohol or narcotics.

9. Risk of Loss

a) The County shall assume all risks of loss to the Vehicle from the time the Vehicle is delivered by the City to the County, and upon inspection and acceptance by County, until the Vehicle is returned to the City at its place of business.

b) Upon inspection and acceptance of the Vehicle, the County shall be responsible for any and all damages to the Vehicle except those resulting from inherent defects or malfunctions in such Vehicles related to manufacturer's acts or omissions.

c) In the event of damages to the Vehicle, the County shall notify the City and follow such instructions that the City may provide with respect to repair or disposal of the Vehicle. If the Vehicle is lost, stolen, destroyed, or declared to be a total constructive loss (subject to the City agreement as to such condition), the County shall notify the City thereof and hold any wreckage for disposal by the City. With respect to any loss, theft, or destruction of the Vehicle, the County and the City shall negotiate the value for a comparably equipped vehicle in a condition similar to the lost, stolen, or destroyed Vehicle immediately prior to any such loss to be reimbursed to the City.

10. Termination

Either Party may terminate this Agreement by giving five (5) calendar days advance written notice to the other Party. Upon termination of this Agreement, the County shall immediately return the Vehicle to the City.

11. Amendments

No variation, modification, change, or amendment to this Agreement shall be binding upon any Party unless such variation, modification, change, or amendment is in writing and duly authorized and executed by all Parties. This Agreement shall not be amended or modified by oral agreements or understandings among the parties or by any acts or conduct of the Parties.

12. Notices

All notices or demands required or permitted to be given or made under this Agreement shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified below. Addresses and persons to be notified may be changed by either party by giving ten (10) calendar days prior written notice thereof to the other party.

Los Angeles County Sheriff's Department
Attn: Communications and Fleet Management Bureau

1277 North Eastern Avenue
Los Angeles, CA 90063

City of Malibu
Attn: Reva Feldman, City Manager
23825 Stuart Ranch Road
Malibu, CA 90265

13. Insurance

The County shall maintain comprehensive general and automobile liability insurance for the Vehicle protecting the County in amounts not less than \$2,000,000 for personal injury to any one person, \$2,000,000 for injuries arising out of one occurrence, and \$500,000 for property damages or a combined single limit of \$2,000,000. This insurance policy shall specify its acts as primary insurance for the Vehicle and covers the operations of the County pursuant to the terms of this Agreement.

is self-insured.

The County of Los Angeles

14. Independent Contractor

This Agreement is by and between the County and the City and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the City. The employees and agents of one party shall not be construed to be employees and agents of the other Party.

15. Volunteers

The County expressly acknowledges that the Volunteers are members of the Sheriff's Department Civilian Volunteers and are not agents, employees, officers, or otherwise associated with, the City. The County is responsible for ensuring that the Volunteers comply with all applicable federal, state, and local laws, the Sheriff's Department's Civilian Volunteer Regulations and Guidelines, and other rules, regulations, or guidelines that may be applicable.

16. Governing Law, Jurisdiction, and Venue

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

17. Validity and Waiver

If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby. No waiver by the County of any breach of any provision of this Agreement shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

18. Assignment

A Party shall not assign its rights or delegate its duties under this Agreement, in whole or in part, without the prior written consent of the other party, and any attempted assignment or delegation without such consent shall be null and void.

19. Authorization Warranty

The Parties represent and warrant that the person executing this Agreement on behalf of each Party is an authorized agent who has actual authority to bind the Parties to each and every term, condition, and obligation of this Agreement and that all requirements of the Parties have been fulfilled to provide such actual authority.

20. Integrated Agreement

This Agreement constitutes the entire understanding of the Parties, and no representations or promises have been made that are not fully set forth herein. The Parties understand and agree that no modifications of this Agreement will be binding unless such modification is in writing, duly accepted, and executed by both parties pursuant to Section 11 of this Agreement.

21. Counterparts

This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original, but such counterparts together shall constitute one and the same instrument.

22. Headings

The section headings that appear throughout this Agreement have been provided solely for the convenience of the Parties and do not define or limit the scope of any provision. Consequently, the headings shall not be considered when interpreting this Agreement.

[Continued on following page for signatures]

**BAILMENT AGREEMENT
BY AND BETWEEN
COUNTY OF LOS ANGELES
AND CITY OF MALIBU**

IN WITNESS WHEREOF, the County of Los Angeles, by order of its Board of Supervisors, has caused this Agreement to be executed on its behalf by the Chair of said Board and attested by the Executive Officer-Clerk of the Board, and the City of Malibu has executed this Agreement, or caused it to be executed on its behalf, by its duly authorized representative.

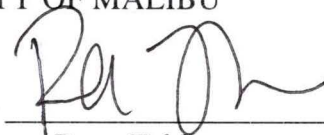
COUNTY OF LOS ANGELES

By _____

Kathryn Barger, Chair
Board of Supervisors

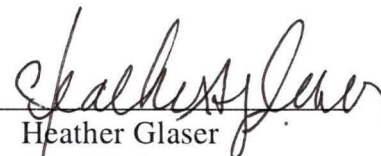
CITY OF MALIBU

By _____



Reva Feldman
City Manager

By _____



Heather Glaser
City Clerk

ATTEST:

Celia Zavala Executive Officer-Clerk
of the Board of Supervisors

By _____



Christi Hogin
City Attorney

By _____

Deputy

APPROVED AS TO FORM:

Mary C Wickham
Principal Deputy County Counsel

By Signature on File _____

Deputy

September 15, 2020

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:

**BAILMENT AGREEMENT WITH MALIBU MOUNTAIN RESCUE
TEAM, INC. FOR USE OF 2017 CAN-AM DEFENDER MAX XT UTV
AND 2018 LOOK STLC UTV TRANSPORT TRAILER
(FIRST DISTRICT) (3 VOTES)**

SUBJECT

The Los Angeles County (County) Sheriff's Department (Department) is seeking the Board's approval of a Bailment Agreement (Agreement) with Malibu Mountain Rescue Team, Inc. for the use of a 2017 Can-Am Defender Max XT Utility Task Vehicle (UTV) and a 2018 Look STLC UTV Transport Trailer (Trailer). The UTV and Trailer will be used by the Department's Malibu/Lost Hills Sheriff Station Malibu Search and Rescue (Malibu SAR) Team.

IT IS RECOMMENDED THAT THE BOARD:

1. Approve and instruct the Chair of the Board to execute the attached Agreement with the Malibu Mountain Rescue Team, Inc. for the use a 2017 Can-Am Defender Max XT UTV, Vehicle Identification Number 3JBUCAP28HK000020, and a 2018 Look STLC UTV Transport Trailer, Vehicle Identification Number 53BLTEA23JF023211, effective upon execution by the Board for a period of ten years, unless sooner terminated or extended.

2. Instruct the Executive Officer Clerk of the Board to send a letter of appreciation to Stephen Marshall, Director, Malibu Mountain Rescue Team Inc., P.O. Box 1092, Agoura Hills, CA 91376-1092, for the generous use of the UTV and Trailer.

PURPOSE OF RECOMMENDED ACTION/JUSTIFICATION

Malibu Mountain Rescue Team Inc. wishes to enter into the Agreement with the Department for the Department's use of a 2017 Can-Am Defender Max XT UTV, Vehicle Identification Number 3JBUCAP28HK000020, and a 2018 Look STLC UTV Transport Trailer, Vehicle Identification Number 53BLTEA23JF023211. The UTV and Trailer will be for the exclusive use by Department personnel assigned to the Malibu SAR Team.

Implementation of Strategic Plan Goals

Acceptance of this bailment supports the County's Strategic Plan, Goal 1, Operational Effectiveness/Fiscal Sustainability, and Goal 2, Community Support and Responsiveness. The UTV and Trailer will enhance both the quality and productivity of services provided by the Malibu SAR Team.

FISCAL IMPACT/FINANCING

Normal maintenance, repairs, and routine service will be provided by the Department. The Department will pay for all fuel, washing, parking, garage storage fees, highway/road tolls, and fines incurred in connection with the use of the UTV and Trailer. All liability insurance will be provided and paid for by the Department.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The UTV and Trailer will be on loan to the Department for a period of ten years. Either party may terminate the Agreement with five days advance written notice to the other party. In addition, the Agreement requires the County to indemnify and defend Malibu Mountain Rescue Team, Inc. from any and all liability arising out of the County's use or operation of the UTV and Trailer. The indemnification, however, does not extend to any liability resulting from inherent defects or malfunctions in such UTV or trailer related to the manufacturer's acts or omissions.

The County will hold the title as the registered owner of the vehicle, and Malibu Mountain Rescue Team Inc. will hold the title as the legal owner.

The Agreement has been approved as to form by County Counsel.

The Honorable Board of Supervisors
September 15, 2020
Page 3

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of this request will help ensure continued delivery of quality law enforcement services to the residents and beach goers served by the Departments Malibu/Lost Hills Sheriff Station. There will be no negative impact on current Department services or projects as a result of this donation.

CONCLUSION

Upon Board approval, please return one adopted copy of the Board letter and two fully-executed copies of the Agreement to the Department's North Patrol Division.

Sincerely,

ALEX VILLANUEVA, SHERIFF

TIMOTHY K. MURAKAMI
UNDERSHERIFF

AV:JB:jb
(North Patrol Division/ Malibu/Lost Hills Station)

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
Selwyn Hollins, Director, Internal Services Department (ISD)
Gerald R. Plummer, Division Manager, ISD
Elizabeth D. Miller, Chief Legal Advisor, Legal Advisory Unit
Michele Jackson, Principal Deputy County Counsel
Timothy K. Murakami, Undersheriff
Jorge A. Valdez, Chief of Staff
Mark A. Glatt, Chief, Technology and Support Division
Dennis M. Kneer, Chief, North Patrol Division
Conrad Meredith, Division Director, Administrative Services Division (ASD)
Glen C. Joe, Assistant Division Director, ASD
Judy A. Anderson, Captain, Comm. and Fleet Management Bureau (CFMB)
Salvador Becerra, Captain, Malibu/Lost Hills Station
James R. Braden Jr., Lieutenant, Malibu/Lost Hills Station
Nancy Ohara, Lieutenant, CFMB
Vanessa C. Chow, Sergeant, ASD
David M. Davis, Sergeant, CFMB
Erica M. Saavedra, Deputy ASD
Rochelle L. Kidd, Assistant Automotive Equipment Coordinator, CFMB
(Bailments - 2017 Can-Am Defender Max XT & 2018 Look STLC—Malibu Mountain Rescue Team 09-15-20)

**BAILMENT AGREEMENT
BY AND BETWEEN
COUNTY OF LOS ANGELES
AND MALIBU MOUNTAIN RESCUE TEAM, INC.**

This Bailment Agreement ("Agreement") is made and entered into this _____ day of _____, 2020 by and between the County of Los Angeles ("County") and the Malibu Mountain Rescue Team, Inc.

1. **Bailment of Property:** The Malibu Mountain Rescue Team, Inc. hereby bails a 2017 Can-Am Defender Max XT UTV, Vehicle Identification Number 3JBUCAP28HK000020, and a 2018 Look STLC UTV transport trailer, Vehicle Identification Number 53BLTEA23JF023211, (collectively, "Vehicles") to the County for the exclusive use of the Los Angeles County Sheriff's Department ("Department"):

2. **Term of Bailment:** The term of this Agreement shall be for ten (10) years, commencing upon execution by the County Board of Supervisors, unless sooner terminated or extended, in whole or in part, as set forth herein.

3. **Safekeeping and Maintenance:** County shall exercise due care for the safekeeping of the Vehicles. County has the right to inspect said Vehicles prior to acceptance. County shall assume responsibility for ensuring that the Vehicles have been inspected or otherwise tested in accordance with the laws of the State of California and the United States. County shall inspect the Vehicles upon delivery and by acceptance thereof finds the Vehicles are in good working order and condition. County shall maintain the Vehicles in good working order and condition, ensure proper servicing, and shall comply in every respect with any manufacturer's/owner's manual that comes with the Vehicles. County shall pay for normal maintenance, repair, and service required for the proper operation of the Vehicles. County shall pay for all fuel, washing, parking, garage, highway/road service tolls, and fines incurred in connection with the use of the Vehicles. County will provide, install, and maintain all required law enforcement equipment, including voice radios, lights, sirens and graphics on the Vehicles. All required law enforcement equipment installed by County will be removed from the Vehicles prior to return of the Vehicles to the Malibu Mountain Rescue Team, Inc.

4. **Indemnification:** County agrees to indemnify and defend the Malibu Mountain Rescue Team, Inc. from any and all liability, losses, or damages the Malibu Mountain Rescue Team, Inc. may suffer and from any claims, demands, costs, or judgments against the Malibu Mountain Rescue Team, Inc. arising out of County's use or operation of the Malibu Mountain Rescue Team, Inc.'s Vehicles. This indemnification does not extend to any liability resulting from inherent defects or malfunctions in such Vehicles related to manufacturer's acts or omissions.

5. **Titles:** Legal title to the Vehicles is, and shall at all times, remain in the name of the Malibu Mountain Rescue Team, Inc. County shall hold title as the registered owner only. The Vehicles shall not be transferred or delivered by County to any persons other

than the Malibu Mountain Rescue Team, Inc. without the Malibu Mountain Rescue Team, Inc.'s prior written consent.

6. **Cost:** Except as otherwise set forth in this Agreement, County's use of the Vehicles shall be at no cost.

7. **Inspection by County:** County agrees to allow the Malibu Mountain Rescue Team, Inc. to inspect the Vehicles or otherwise observe them at such times and locations as mutually agreed upon. County shall provide the Malibu Mountain Rescue Team, Inc. with such mileage, safety, operating, and other information, or copies of any such records maintained by County with respect to the Vehicles as the Malibu Mountain Rescue Team, Inc. or any government agency may require from time to time.

8. **Use of Vehicle:** County may use the Vehicles for any lawful purpose, including use in connection with rescue and law enforcement activities in all areas under the County's jurisdiction. County shall not use or operate the Vehicles in violation of any federal, state, local or provincial law, rule, regulation, or ordinance including those pertaining to the age and licensing of drivers. Under no circumstances shall County disconnect the Vehicles' odometers or other mileage recording devices. Nor shall the Vehicles be used or operated as follows:

- a) In a manner subjecting it to depreciation above the normal depreciation associated with law enforcement use.
- b) For an illegal purpose or by a person under the influence of alcohol or narcotics.

9. **Risk of Loss:** County shall assume all risks of loss to the Vehicles:

- a) From the time the Vehicles are delivered by the Malibu Mountain Rescue Team, Inc. to County and upon inspection and acceptance by County.
- b) Until the Vehicles are returned to the Malibu Mountain Rescue Team, Inc. at its place of business or other agreed upon location.

Upon inspection/acceptance of the Vehicles, County shall be responsible for any and all damages to the Vehicles except those resulting from inherent defects or malfunctions in such Vehicles related to manufacturer's acts or omissions.

In the event of damages to a Vehicle, County shall notify the Malibu Mountain Rescue Team, Inc. to that effect and follow such instructions that the Malibu Mountain Rescue Team, Inc. may provide with respect to repair or disposal of the Vehicle. If a Vehicle is lost, stolen, destroyed, or declared to be a total constructive loss (subject to the Malibu Mountain Rescue Team, Inc. agreement as to such condition), County shall properly notify the Malibu Mountain Rescue Team, Inc. thereof and hold any wreckage for disposal by the Malibu Mountain Rescue Team, Inc. With respect to any loss, theft, or destruction

of a Vehicle, County and the Malibu Mountain Rescue Team, Inc. shall negotiate the value for a comparably equipped vehicle in a condition similar to the lost, stolen, or destroyed Vehicle immediately prior to any such loss.

10. **Termination:** Either party may terminate this Agreement by giving five (5) calendar days advance written notice to the other party. Upon termination of this Agreement, County shall immediately return the Vehicles to the Malibu Mountain Rescue Team, Inc.

11. **Amendments:** No variation, modification, change, or amendment to this Agreement shall be binding upon any party unless such variation, modification, change, or amendment is in writing and duly authorized and executed by all parties. This Agreement shall not be amended or modified by oral agreements or understandings among the parties or by any acts or conduct of the parties.

12. **Notices:** All notices or demands required or permitted to be given or made under this Agreement shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified below. Addresses and persons to be notified may be changed by either party by giving ten (10) calendar days prior written notice thereof to the other party.

Los Angeles County Sheriff's Department
Attn: Communications and Fleet Management Bureau
1277 North Eastern Avenue
Los Angeles, CA 90063

Malibu Mountain Rescue Team, Inc.
Attn: Stephen Marshall, Director
P.O. Box 1092
Agoura Hills, CA 91376-1092

13. **Independent Contractor:** This Agreement is by and between County and the Malibu Mountain Rescue Team, Inc. and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between County and the Malibu Mountain Rescue Team, Inc.. The employees and agents of one party shall not be construed to be employees and agents of the other party.

14. **Governing Law, Jurisdiction, and Venue:** This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. The Malibu Mountain Rescue Team, Inc. agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

15. **Validity and Waiver:** If any provision of this Agreement or the application

thereof to any person or circumstance is held invalid, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby. No waiver by County of any breach of any provision of this Agreement shall constitute a waiver of any other breach or of such provision. Failure of County to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

16. **Assignment:** A party shall not assign its rights or delegate its duties under this Agreement, in whole or in part, without the prior written consent of the other party, and any attempted assignment or delegation without such consent shall be null and void.

17. **Publicity:** Neither party shall identify the other party as a joint venture or partner or otherwise characterize the arrangement between them as anything other than a bailment.

18. **Authorization Warranty:** The Malibu Mountain Rescue Team, Inc. represents and warrants that the person executing this Agreement for the Malibu Mountain Rescue Team, Inc. is an authorized agent who has actual authority to bind the Malibu Mountain Rescue Team, Inc. to each and every term, condition, and obligation of this Agreement and that all requirements of the Malibu Mountain Rescue Team, Inc. have been fulfilled to provide such actual authority.

19. **Integrated Agreement:** This Agreement constitutes the entire understanding of the parties, and no representations or promises have been made that are not fully set forth herein. The parties understand and agree that no modifications of this Agreement will be binding unless such modification is in writing, duly accepted, and executed by both parties pursuant to Section 11 of this Agreement.

[Continued on following page for signatures]


**BAILMENT AGREEMENT
BY AND BETWEEN
COUNTY OF LOS ANGELES
AND MALIBU MOUNTAIN RESCUE TEAM, INC.**

IN WITNESS WHEREOF, the County of Los Angeles, by order of its Board of Supervisors, has caused this Agreement to be executed on its behalf by the Chair of said Board and attested by the Executive Officer-Clerk of the Board, and the Malibu Mountain Rescue Team, Inc. has executed this Agreement, or caused it to be executed on its behalf, by its duly authorized representative.

COUNTY OF LOS ANGELES

MALIBU MOUNTIAN
RESCUE TEAM, INC.

By _____
Kathryn Barger, Chair
Board of Supervisors

By _____
Stephen Marshall
Director

ATTEST:
Celia Zavala Executive Officer-Clerk
of the Board of Supervisors

By _____
Deputy

APPROVED AS TO FORM:
Mary C Wickham
Principal Deputy County Counsel

By Signature on File
Deputy

TO: Brandon Nichols, Compliance & Strategic Planning Chief Deputy, LA County Probation
FROM: Ruth Cusick & Milinda Kakani, Public Counsel; Leah Gasser-Ordaz, UCLA Law
RE: Analysis of Probation's Citation Diversion Program
DATE: 5/19/2020

MEMORANDUM

TOPICS COVERED

- A short history of the formation of the Citation Diversion Program in Los Angeles County
- A short history of Los Angeles County's transition towards a model focused on Youth Diversion/Development
- Analysis on the legality of key processes of the Citation Diversion Program before and during COVID-19 pandemic

SHORT SUMMARY

The Citation Diversion Program, a program operated by the Los Angeles County Probation Department, is a re-creation of the Informal Juvenile Traffic Court (IJTC) in everything but name. It is not a true diversion program. The Citation Diversion Program was never intended to operate as it does currently and should be transitioned into the current County work on diversion.

CITATION DIVERSION BACKGROUND

The Los Angeles County Probation Department operates the Citation Diversion Program ("Citation Diversion"). The Zev Yaroslavsky Family Support Center in Van Nuys houses Citation Diversion. This is the only location in Los Angeles County where young people and their families can resolve juvenile non-traffic infraction matters. The types of matters heard include truancy, marijuana possession, fare evasion, vandalism and other low-level offenses.¹ All contested matters are heard by a single Probation hearing officer, John Furay, a former referee in Los Angeles County's Informal Juvenile and Traffic Court (IJTC).²

Before the Citation Diversion Program was established, Los Angeles County used IJTCs to adjudicate low-level traffic and non-traffic juvenile matters.³ However, starting around 2010, community members and advocates pushed for legal reform in the County. These reforms led to significant changes in the prosecution of low-level offenses against young people and are precursors to the more recent establishment of the Probation Oversight Commission, the Youth

¹ For a more comprehensive list of offenses adjudicated by Citation Diversion, see Cal. Welf. & Inst. Code § 256. In June 2012, juvenile traffic offenses were assigned to adult traffic courts for adjudication.

² Cal. Welf. & Inst. Code §§ 255, 256.

³ Cal. Welf. & Inst. Code §§ 255, 256.

Diversion and Development Department (YDD), and the Youth Justice Workgroup.⁴ As these changes were implemented, the state also implemented massive budget cuts to courts, which led to IJTCs to being defunded and rehoused as a program funded and run by LA County Probation – the Citation Diversion Program.

Curfew and Truancy Law Advocacy

In Fall 2010, after community members and advocates pushed for reforms on truancy and daytime curfew laws, the presiding judge of the juvenile court, Judge Nash, convened a County-wide School Attendance Task Force to consider non-punitive ways to improve school attendance.⁵ Previously, young people, especially in communities of color, were targeted by law enforcement for “curfew sweeps,” where they received tickets, and were at times, handcuffed, searched, and interrogated by police.⁶ Truancy and daytime curfew tickets were adjudicated through IJTCs, and fines as high as \$250 were issued without community service options.⁷

In the beginning of 2012, the task force released a 63-page report calling for a holistic community-based effort to encourage youth to attend class and advocating for a move away from criminalizing and punitive measures.⁸ Around the same time Judge Nash also issued a Juvenile Court directive requiring court officers to stop imposing monetary truancy fines on any student ticketed in LA County and providing community service options instead.⁹ Judge Nash stated the fines are “onerous. At the end of the day, it’s not an effective system.”¹⁰ The directive included provisions dismissing tickets for youth who were clearly headed to school, but late, and giving youth who are truant a series of opportunities to prove they are attending school, doing counseling, or engaging in other services. Young people only received more traditional sentences, such as community service and driver’s license revocation, when it was clearly demonstrated that they had not participated in the community alternatives.

As a result of the task force’s report and at the urging of community members, advocates, and Judge Nash, in February 2012, the Los Angeles City Council amended its truancy law to require law enforcement officers to first inquire into a youth’s reasons for being in public during daytime curfew hours before issuing a citation. The new version of the law also mandated a maximum of 20 hours community service or program participation in lieu of a fine, and provided

⁴ I want to acknowledge here that these campaigns are those I am aware of that involved coalitions of both legal and non-legal advocates, but by no means is this an exhaustive list of the work that has been done by advocates over the course of decades in support of decarceration and juvenile development and diversion programs in LA County.

⁵ <http://www.publiccounsel.org/pages/?id=0059>

⁶ <https://www.scpr.org/news/2011/04/15/25878/lapd-eases-daytime-curfew-enforcement-teens/>, quoting Zoe Rawson as stating, “unless she can get [IJTC] to throw out the tickets,” her client faces the question of paying those tickets or paying for his college classes.

⁷ [Id.](#)

⁸ <https://www.scpr.org/blogs/education/2012/02/02/4505/council-adopts-sweeping-proposals-improve-la-count/>

⁹ Judge Nash’s 2012 memo to ITJC judicial officers, titled “Community Service Availability in IJTC”

¹⁰ <https://publicintegrity.org/education/los-angeles-moves-haltingly-toward-ending-fines-for-truancy/>

that on a third curfew violation, a fine of no more than \$20 must be issued and may be waived for inability to pay.¹¹

The Closure of IJTCs and Transfer of Juvenile Ticket Matters to Probation

On March 5, 2012, the Presiding Judge of Los Angeles Superior Court announced budget cuts and a reduction in the number of courts, including juvenile courts.¹² In April, Judge Nash announced the closure of all thirteen IJTCs and the routing of juvenile misdemeanor and status offenses through the twenty-four remaining delinquency courts. This directive also stated that juvenile traffic infractions would be sent to adult traffic courts.¹³

In May 2012, Judge Nash issued a new memo announcing that IJTCs would completely shut down on June 15, 2012. The memo also stated that juvenile misdemeanor and status offenses would be routed through Probation Department to contend with funding cuts, instead of being reassigned to the delinquency courts as stated in the March 2012 memo.¹⁴ The directive did not change the assignment of juvenile traffic infractions to adult traffic court.¹⁵ In a news article about the closure of IJTCs, Judge Nash stated that he was a proponent of diversion and that LA County Probation was considering juvenile diversion programs in the process of planning for the restructuring.¹⁶

In June 2012, IJTC officially ended. The LA Times published an article about the closure that quoted Judge Nash as disappointed that IJTC wasn't phased out over time and programs developed for youth instead.¹⁷ The Probation Department chief is also quoted and stated that Probation would "prefer not to have to deal with this additional responsibility," and that at the end of the day, "we just won't deal with [these tickets]."¹⁸ The LA Times article also notes that Probation had no authority at that time to suspend driver's licenses.¹⁹

Juvenile Ticket Amnesty

In response to advocates, the Presiding Judge of Juvenile Court, Judge Levanas, granted amnesty on 250,000 pre-2012 tickets originally filed in IJTC in December 2015. Judge Levanas also ordered that the DMV holds associated with these tickets be cleared before the tickets were dismissed.²⁰

¹¹ <http://www.publiccounsel.org/tools/assets/files/Text-of-Motion-Sent-to-Mayor-2.29.12.pdf>

¹² <http://s3.documentcloud.org/documents/323468/los-angeles-superior-court-budget-plan.pdf>

¹³ <https://www.scpr.org/blogs/education/2012/04/09/5485/plan-calls-major-cuts-la-county-juvenile-courts-sy/>

¹⁴ <https://www.scpr.org/blogs/education/2012/05/09/6038/all-la-county-informal-juvenile-and-traffic-courts/>

¹⁵ *Id.*

¹⁶ *Id.*

¹⁷ <https://www.latimes.com/local/la-xpm-2012-jun-14-la-me-kid-court-cuts-20120615-story.html>

¹⁸ *Id.*

¹⁹ *Id.*

²⁰ Order re: Dismissal of Former Informal and Juvenile Traffic Citations, issued by Judge Michael I. Levanas, December 17, 2015.

Fare Evasion Decriminalization

In August 2016, California passed SB 882 decriminalizing fare evasion by minors.²¹ In December 2016, after a concerted campaign by community members, Youth Justice Coalition, and other advocates for diversion of MTA tickets to Probation's Citation Diversion Program,²² LA County Supervisors Mark Ridley-Thomas and Sheila Kuehl and LA City Mayor Eric Garcetti introduced a motion to the Los Angeles County Metropolitan Transportation Authority ("Metro") Board to decriminalize fare evasion for Metro's youth riders.²³ The motion noted that Metro and LA County Probation had made efforts to decriminalize fare evasion and handle fare evasion tickets issued to youth riding Metro, but stated that "any citation that requires a financial penalty, interaction with law enforcement and/or the Probation Department" can be detrimental for youth and families.²⁴

In April 2017, the Metro Board approved an amendment to its Administrative Code of Conduct that decriminalized fare evasion and directed Metro employees to implement a gradual warning system that emphasized non-punitive measures, including the referral of youth to diversion programs. The report specifically states the measures outlined were to be used for youth riding Metro "instead of being asked to pay a fine or referred to the Probation Department, as is the current practice."²⁵

Recent Advocacy Successes for Youth Development

In January 2017, the LA County Board of Supervisors (BOS) established an ad-hoc Youth Diversion Subcommittee within the Countywide Criminal Justice Coordination Committee and tasked them with developing a plan to coordinate effective youth diversion in Los Angeles County. BOS also instructed the County's Chief Executive Office to develop recommendations for countywide infrastructure and sustainability, as well as to compile a scan of existing youth diversion programming.²⁶ The Subcommittee recommended the establishment of a central office to provide countywide coordination and contracts for youth diversion services, envisioning a process where law enforcement would counsel and release the youth it comes into contact with, or refer eligible youth to community-based organizations for services instead of issuing arrests and citations for low-level felony, misdemeanor, and infraction matters.²⁷ The subcommittee's report also noted that most youth arrests or citations in Los Angeles County were for status offenses, misdemeanor offenses such as petty theft, and low-level felonies, offenses otherwise eligible for Probation's Citation Diversion Program.

²¹ https://leginfo.ca.gov/faces/billTextClient.xhtml?bill_id=201520160SB882

²² http://www.fixschooldiscipline.org/wp-content/uploads/2016/12/2016-12-07_LA-Juvenile-Citation-Webinar-PC-and-YJC_December-2016.pdf

²³ <https://boardagendas.metro.net/board-report/2016-0920/>

²⁴ *Id.*

²⁵ *Id.*

²⁶ <http://ccjcc.lacounty.gov/LinkClick.aspx?fileticket=958nu4vfXQQ%3D&portalid=11>

²⁷ *Id.*

As a result of the Youth Diversion Subcommittee's report, in November 2017, the division of Youth Diversion and Development (YDD) was established within LA County's Office of Diversion and Reentry. In alignment with the Subcommittee's recommendations, YDD is housed in the County's Health Services agency and is focused on advancing youth development infrastructure and implementing a pre-booking youth diversion model that empowers community-based organizations as the providers of diversion programs in lieu of arrest with the goal of reducing youth's involvement in the justice system.²⁸

In May 2018, the Los Angeles County Board of Supervisors established the Probation Reform and Implementation Team (PRIT), as part of its ongoing efforts to reform the Probation Department. PRIT was charged with transforming the existing Probation Commission into a Probation Oversight Commission and coordinating existing recommendations for system reform of the Probation Department into a comprehensive plan.²⁹ To this end, PRIT convened 14 public meetings to provide constituents and key stakeholders an opportunity to learn about and provide testimony on creating a comprehensive Probation Systemic Reform Plan. In August 2019, PRIT released its summary report recommending that Probation make "major, intentional, organization-wide cultur[al] change" that includes moving towards a system that is more positive, supportive, and developmental. The report also recommended directing youth who come into contact with the justice system towards diversion programs and alternatives to detention programs.³⁰

In accordance with one of PRIT's recommendations, LA County Board of Supervisors Mark Ridley-Thomas and Sheila Kuehl introduced a motion to convene a Youth Justice Workgroup, made up of government agencies, community stakeholders and justice-involved youth, to "explore the transitioning of the Los Angeles County's juvenile justice system out of the Probation Department into another agency, with the goal of creating a rehabilitative, health-focused, and care-first system."³¹ Currently, the Youth Justice Workgroup has begun its work (1) to develop data, recommendations, and a plan to move Probation into another department or agency; (2) to figure out which department or agency is best suited to be responsible for youth probationers; and (3) to ensure that the new system provides meaningful and different outcomes than the current system.³²

ANALYSIS OF CITATION DIVERSION PROCESSES

Citation Diversion Is IJTC in Everything but Name

There are no publicly available documents readily available outlining the process for adjudicating a charge through the Citation Diversion Program. The only explanation available is

²⁸ <http://dhs.lacounty.gov/wps/portal/dhs/odr/ydd>

²⁹ <http://prit.lacounty.gov/>

³⁰ *Id.*

³¹ <http://file.lacounty.gov/SDSInter/bos/supdocs/139730.pdf>

³² *Id.*

on Los Angeles County Probation's website, which contains a "Frequently Asked Questions" section that explains the difference between court and Citation Diversion.

"Proceedings are confidential and private; no lawyer is appointed; appear before a Probation Officer or Probation Hearing Officer; No conviction or criminal record; Administrative Fee may be charged."³³

The website also explains that youth have the right to "challenge the citation and explain what happened." This information, however, is so generalized as to be useless for the average person adjudicating a matter through Citation Diversion. Probation's lack of transparency or explanation of the Citation Diversion process is troubling for both youth and advocates, as it supports arbitrary judgments and disparate treatment of cases.

Since there are no other reference materials publicly available, the following explanation of the Citation Diversion program is based on attorney and youth experiences:

A young person receives a citation from a law enforcement officer. Sometime later, the Citation Diversion Program mails a letter to the youth, which states the charge and provides a hearing date for the youth to appear in court with their parent or legal guardian.³⁴ The youth appears at an initial hearing, where the hearing officer informs the youth that they can only admit or deny the charges. If the charges are denied, the case is set for an adjudication. The citing officer is subpoenaed before the adjudication. If the citing officer appears, the youth has the opportunity to cross-examine the officer, and give testimony about the incident leading to the charge. If the officer does not appear, the charges are dismissed. If a Failure to Appear is charged, it is adjudicated separately from the initial charge. The hearing officer then issues a judgment, which could be community service, a fine, or certain other conditions depending on the charge.³⁵ A youth does not have a right to an attorney at any point in this process.³⁶

The experiences of youth and advocates in Citation Diversion are strikingly similar to the process of adjudicating a traffic or non-traffic infraction in adult traffic court.³⁷

Additionally, the procedures outlined in state law for how the IJTCs operate support the contention that Citation Diversion is less like a diversion program and more like court. Welfare and Institutions Code sections 255 through 258 outline the powers of juvenile hearings officers

³³ <https://probation.lacounty.gov/juvenile-probation-faqs/#citationDiversionTab>. The website states that in juvenile court, hearings are held during the day; the court process may take 3-8 months or longer; if found responsible, the matter stays on the record; and a fine and fee can be charged. This information is provided in a manner that would reasonably convince someone reading the website that those examples are not things that happen in Citation Diversion. Based on advocates' experience, however, those things all happen in Citation Diversion.

³⁴ Advocates are aware that many clients, especially foster and probation-involved or youth experiencing homelessness, never receive these initial letters. Instead, months or years later, they go to DMV to apply for a driver's license and are told their license is suspended because they never appeared "in court" to resolve the juvenile citation.

³⁵ For example, advocates have had clients charged with drug possession, who have been required to attend drug classes and/or had their driver's licenses suspended for up to a year.

³⁶ *In re Kathy P.*, 25 Cal. 3d 91, 103 (1979) (stating that youth do not have a right to counsel in infraction matters).

³⁷ See <https://www.courts.ca.gov/8450.htm> and <https://www.courts.ca.gov/34711.htm>

in IJTC and the available dispositions of cases. These sections authorize probation officers to act as juvenile hearing officers in ITJC (Section 255); to rule on the same types of cases that are currently heard in Citation Diversion (Section 256); to make findings regarding whether a youth did or did not commit a violation (Section 258); and to administer judgments (Section 258).

Probation's website, anecdotal experience, and state law all support the conclusion that Citation Diversion is IJTC in everything but name. None of its processes or programming is significantly different from ITJC, except that IJTC was housed in the courts and Citation Diversion is managed by Probation.

This leads to several conclusions:

- (1) Since Citation Diversion is essentially IJTC, youth challenging their citations through this process should be entitled to the same rights and protections of IJTC, which are essentially the same rights adult defendants have in traffic infraction cases, with some limited exceptions.³⁸ The denial of any of those rights to youth in Citation Diversion is a due process violation.
- (2) The labeling of Citation Diversion as a "diversion program" implies that the consequences of participation are not serious and do not affect a youth's criminal or driving record, when in fact the opposite is true.
- (3) Because Citation Diversion is neither diversion nor court, it allows the program to operate without any oversight or accountability to the courts, YDD, or the community.
- (4) In fact, the way that Citation Diversion has operated in the past and currently has led to legal violations and significant harm to young people both before and after the COVID-19 pandemic started.

CITATION DIVERSION LEGAL PROBLEMS BEFORE COVID-19

Before stay-at-home orders were issued at all levels of government due to the COVID-19 crisis, advocates had significant concerns about the Citation Diversion program.

No Oversight or Accountability Mechanisms

One of the most significant threshold concerns about Citation Diversion is how it operates. As stated above, Citation Diversion is IJTC in everything but name. As a quasi-judicial process that in practice requires youth and advocates to engage in court-like proceedings, it would be reasonably expected that it would be subject to the control of LA Superior Court. However, since it was reassigned to Probation in June 2012, the Superior Court has exercised no control over Probation's conduct with regard to Citation Diversion, nor does it appear that the Superior Court believes it has the power to do so.

³⁸ *In re Kathy P.*, 25 Cal. 3d 91, 98-101 (1979) (concluding that juvenile hearing officers' functions are "subordinate judicial duties" and finding similarity between the functions of those officers in juvenile infraction cases and of municipal court commissioners and referees in adult infraction cases).

For example, based on anecdotal information, Citation Diversion does not appear to operate using the same database or technology as the courts. Advocates have been told that Probation does not have access to the same database that the courts use to lift license holds. Citation Diversion tickets appear to be processed in a completely different database than adult infraction tickets because the courts cannot access juvenile non-traffic infraction ticket information. The LA Court website also has no information about adjudicating juvenile non-infraction tickets, or any reference to Citation Diversion.³⁹ Nor do the Court's local rules regarding juvenile cases address Citation Diversion in any way.⁴⁰ Although the population YDD serves is the same population that Citation Diversion works with – youth with low-level infraction, misdemeanor, and felony offenses, the recent advocate recommendations to BOS have not openly addressed Citation Diversion.

Because of this quasi-judicial status, Citation Diversion operates on its own terms and outside of state law, especially with regard to license holds, community service, and ability to pay determinations.

Citation Diversion Does Not Have Legal Authority to Issue License Holds for Failure To Appear

Pursuant to Welfare and Institutions Code section 256, juvenile hearing officers in IJTCs are authorized to “hear and dispose of any case in which a minor under the age of 18 years as of the date of the alleged offense is charged with (1) any violation of the vehicle code . . .” Failures to Appear (“FTAs”) are generally issued pursuant to Vehicle Code sections 40509 and 40509.5.

It is unclear whether a suspension pursuant to the Vehicle Code is authorized in a case where a young person fails to show up for a Citation Diversion hearing and whether Probation officers, without direction by the court, have the authority to suspend a youth's driver's license. The language in sections 40509 and 40509.5 are identical with regard to what constitutes a failure to appear for purposes of suspending a driver's license.⁴¹ These sections state that suspensions are authorized when (1) a person violates a written promise to appear or a lawfully granted continuance of a promise to appear *in court*; (2) a person fails to appear before a person authorized to receive bail;⁴² or (3) a person violated an order to appear *in court*. As established by its history and as evidenced by how it currently functions outside the authority of the Superior Court, Citation Diversion is not a court proceeding. Therefore, any license suspension issued pursuant to the Vehicle Code through Citation Diversion are unlawful on these grounds.

³⁹ <http://www.lacourt.org/division/traffic/traffic2.aspx> and <http://www.lacourt.org/division/juvenile/juvenile.aspx>

⁴⁰ <http://www.lacourt.org/courtrules/CurrentCourtRulesPDF/Chap7.pdf#page=40>

⁴¹ Cal. Veh. Code §§ 40509, 40509.5.

⁴² A juvenile traffic hearing officer may not establish a bail schedule and accept forfeiture of bail in lieu of an appearance by the juvenile. 63 Ops.Cal.Atty.Gen. 232 (1980).

Even Without Legal Authority, Citation Diversion Issues Driver's License Holds for Failing to Appear

Before COVID-19, Citation Diversion regularly issued FTAs resulting in a driver's license hold when youth did not appear at an initial hearing date. As stated above, youth were notified by mail of these hearing dates. For various reasons, youth often did not receive these letters.⁴³ Even after the young person or counsel appeared at the initial hearing to deny the charges and request adjudication, Citation Diversion would not notify the DMV to lift the license hold until the matter had been adjudicated. In some instances, if the young person admitted the violation or was found responsible by the hearing officer, the hearing officer would issue a fine or community service, and the DMV would not be notified to lift the license hold until the fine was paid or community service was completed.

Citation Diversion Does Not Have the Authority to Release License Holds for FTAs

Vehicle Code sections 40509 and 40509.5 authorize a court to hear and adjudicate the issue of a failure to appear. An FTA license hold can be released by *a court* when (1) the FTA is adjudicated; (2) the person has appeared in court; or, (3) the person satisfies the order of the court.⁴⁴ Pursuant to the Vehicle Code, the decision of whether to lift the license hold at any of these three junctures is at the discretion of *the court*. From experience, Citation Diversion's policy is only to lift license holds after the adjudication (if a youth's case is dismissed), or after the sentence is satisfied (if the youth is found responsible).

Judge Nash's 2012 memo titled "Community Service Availability in IJTC," which states that a driving privilege shall not be restored until obligations are completely satisfied, does not justify this practice. The order was issued when the Superior Court still had clear jurisdiction over the cases now heard by Citation Diversion and pertains specifically to a time when IJTCs were still operating. Now, since IJTCs have been closed, and cases are heard in a setting that is outside judicial purview, Judge Nash's memo is inapplicable to Citation Diversion.

Moreover, as stated above, just as Citation Diversion does not have the power to issue a license hold for a FTA because it is not a court, it also does not have the power to release license holds. There does not appear to be any authority in either the Vehicle Code or Welfare and Institutions Code that authorizes juvenile hearing officers in a non-court setting to issue license holds for FTAs.

⁴³ Many young people who receive these tickets are foster youth, who move more frequently between group and foster homes; or youth who are experiencing homelessness or housing instability. We have also worked with youth who have shared that they gave their letter to a trusted adult and were told that the adult would resolve the citation, but it did not happen for some reason.

⁴⁴ The actual text of the statute states, "[i]f thereafter the case in which the promise was given is adjudicated or the person who has violated the *court order* appears *in court* or otherwise satisfies the *order of the court*, the magistrate or clerk of *the court* hearing the case shall sign and file with the department a certificate to that effect." Cal. Veh. Code §§ 40509(a), 40509.5(a) (emphasis added).

Community Service

Welfare and Institutions Code section 258 requires a “judge of the juvenile court” to approve community service if “a referee or juvenile hearing officer” orders a young person to complete community service hours.⁴⁵ As far as advocates are aware, the hearing officer who currently hears Citation Diversion cases is not a juvenile judge, and does not submit any of his community service orders for a juvenile judge’s approval before issuing.

As discussed above, Citation Diversion cannot justify its issuance of community service with Judge Nash’s 2012 memo, which specifically applied to IJTCs under Superior Court jurisdiction. In any event, Citation Diversion itself does not conform to the outdated memo; youth and advocates have had many experiences where Citation Diversion issued community service hours or fines that were outside the guidelines of Judge Nash’s memo.

Citation Diversion is not following the provisions of Welfare and Institutions Code section 258 when issuing community service.

Ability to Pay Determinations

Welfare and Institutions Code section 258 allows a hearing officer to undergo an ability to pay determination when a fine is ordered after an adjudication or a youth’s admission to the charges.⁴⁶ The hearing officer also has the authority under this section to waive any or all of the fine if they find that the youth is unable to pay.⁴⁷ Advocates and clients have reported that Citation Diversion has regularly denied their requests for an ability to pay determination or has not taken into account relevant factors in determining a youth’s ability to pay, such as: (1) status as a current or former foster youth; (2) housing instability; (3) family circumstances, such as being a single parent or helping to support parents/siblings; (4) previous involvement in the juvenile justice system; (5) full-time student status; and other factors. It is excessively punitive to order young people to pay a fine without considering any relevant circumstances that could hinder their ability to pay, especially when driver’s license reinstatement is dependent on the payment of the fine and resolution of the case.

CITATION DIVERSION LEGAL PROBLEMS SINCE COVID-19

Indefinite Closure without Hearings

Citation Diversion Program has stopped holding hearings and processing cases as a result of the COVID-19 pandemic. On March 13, 2010, an email was sent to an attorney at Public Counsel, notifying her that the Program was closed indefinitely and requesting that she notify others at her organization that all hearings were postponed indefinitely. It is unclear whether phone calls have been made or emails and written notices issued to participants in Citation Diversion about the hiatus of hearings. This creates procedural due process issues around notice,

⁴⁵ Cal. Welf. & Inst. Code § 258(a)(8).

⁴⁶ Welf. & Inst. Code, § 258(a)(3).

⁴⁷ Id. The hearing officer is also prohibited from considering the youth’s family’s ability to pay in making its determination.

right to a hearing, and additionally, the right to a speedy trial for those who have open cases with hearing dates set during the stay-at-home orders. Although the California Supreme Court and the Presiding Judge of Los Angeles County issued orders closing courts to the public but also continuing their operation, neither addressed Citation Diversion directly, which supports the contention that the Superior Court has no jurisdiction over Citation Diversion.⁴⁸

On April 6, 2020, advocates contacted YDD, Probation, and other County officials about the lack of information about hearing dates and requested that Citation Diversion grant amnesty to youth with open cases and lift driver's license holds. As of May 18, 2020, no one has responded to the advocates' letter.

Driver's License Holds

On April 10, 2020, Los Angeles Superior Court Presiding Judge Kevin Brazile issued a Countywide press release instituting a 90-day grace period for all traffic and non-traffic infraction tickets, as well as a process for releasing the DMV holds on licenses that does not require payment or admission of the charges filed.⁴⁹ In contrast, there has been no information provided or process for youth with FTAs in Citation Diversion to have those holds lifted. Additionally, it is unclear whether youth with Citation Diversion hearing dates set during the stay-at-home orders were issued FTAs as a result of missing hearing dates through no fault of their own.

Proof of Completion Paperwork

As far as advocates are aware, there is no process or flexibility in allowing youth to submit proof of completion paperwork to clear tickets that have been adjudicated through the Citation Diversion Program. Citation Diversion's community service form states that proof of community service must be submitted in person. In addition to the form provided by Citation Diversion, a young person must also get an additional verification letter on letterhead signed by the provider certifying the community service hours were completed. Both are additional requirements not found in statutes, nor in any publicly available regulations or policies governing Citation Diversion. In contrast, adult traffic court allows the submission of community service hours to be done in person or by mail, and does not require an additional verification letter.

Public Counsel worked with a young person who was sentenced to 20 hours of community service before the stay-at-home orders were implemented. After the stay-at-home orders were implemented, this young person traveled from Antelope Valley to the Citation Diversion office in Van Nuys to submit his proof of completion, a form that was provided to him by the hearing officer at the time of his hearing. Since the office was closed, his Public Counsel attorney emailed a photo of his proof of completion form to the hearing officer. The hearing officer would not accept the photo and stated that he needed to have additional documentation, a letter signed by the provider, in order to approve the community service. The hearing officer's reason for requiring the community service hours was because some youth in the past have

⁴⁸ See <https://newsroom.courts.ca.gov/news/judicial-branch-emergency-actions-criminal-civil-and-juvenile-justice> and http://www.lacourt.org/newsmedia/uploads/14202041517144920_NR_GO_4-15-20-Final.pdf

⁴⁹ <http://www.lacourt.org/newsmedia/uploads/142020422155938trafficroelief1.pdf>

“lied” and had a friend or family member forge the signature on the community service paperwork.

In a national emergency, the hearing officer required this young person to go to the post office and mail his paperwork in. The hearing officer was also unwilling to relax the apparent policy requiring an additional verification that community service hours were completed from the community service organization. This was in spite of the fact that this organization was likely closed due to the stay-at-home orders and would require the youth to overcome additional hurdles in order to come into compliance.

In contrast, since COVID-19, the Superior Court has offered alternatives to adults with citations to delay payments and completion of community service in conjunction with releasing driver’s license holds on any FTAs.⁵⁰ The treatment of young people in Citation Diversion flies in the face of the current landscape of trauma-informed, harm reductive, and restorative justice practices that are recommended and supported by LA County officials.

RECOMMENDATION: TRANSITION CITATION DIVERSION PROGRAM INTO YDD

Over several years, advocates have successfully pushed for progressive reforms in Los Angeles County that have moved our communities towards a less punitive model of dealing with young people and harm. Over the last decade (at least), it is apparent that government entities and officials have recognized that fines, community service, and the suspension of driver’s licenses are unduly burdensome and can cause harm to youth. History supports the natural progression of this work, which is for Probation to end the Citation Diversion Program and transfer its current cases, as well as its duties and responsibilities related to the program, to YDD and the community hubs responsible for diversion programs in LA County.

⁵⁰<http://www.lacourt.org/newsmedia/uploads/14202042116183220NRCOURTOFFERSOPTIONSTORESOLVEORDELAYTRAFFICNON-TRAFFICINFRACTIONMATTERS.pdf>

September 3, 2020

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:

**ADVANCE NOTIFICATION OF INTENT TO ENTER INTO
NEGOTIATIONS FOR A SOLE SOURCE AMENDMENT TO EXTEND
CONTRACT NUMBER 55301 WITH CONDUENT STATE & LOCAL
SOLUTIONS, INC. FOR PARKING CITATION PROCESSING SERVICES**

SUBJECT

This letter provides advance notification to the Board, in accordance with Board Policy 5.100, that the Los Angeles County (County) Sheriff's Department (Department) intends to enter into negotiations for a Sole Source Amendment (Amendment) to Contract Number 55301 (Contract) with Conduent State & Local Solutions, Inc. (Conduent) to continue providing parking citation processing services (Services) to the Department. The Services will enable the Department to continue the collection and processing of parking citations in the unincorporated areas of the County. The Contract is revenue-generating and there is no Net County Cost.

PURPOSE

The current Contract expires on January 18, 2021. The Amendment is needed to extend the term of the Contract for one year plus an option for up to six months, in any increment, if needed. This extension will prevent the disruption of Services while the Department completes its solicitation for a successor contract, which is scheduled to be released by the end of 2020.

BACKGROUND

On February 26, 2015, the Department released a Request for Proposals (RFP) and sent notifications to four vendors via United States Mail and/or e-mail. On April 7, 2015, the solicitation closed. The Department received one proposal from Xerox State and Local Solutions (Xerox). A five-member evaluation team consisting of technical and subject matter experts from the Department and the Internal Services Department (ISD) reviewed the proposal. The evaluation team determined that Xerox's proposal met all mandatory qualifications and fully satisfied the County's business requirements as identified in the RFP.

On July 14, 2015, the Board approved and authorized the Sheriff to execute Contract Number 55301 with Xerox to provide Services for a term of three years, with two additional one year extension options, and one six month extension option. The Contract was amended on July 16, 2018, to effect the Contractor's name change to Conduent.

The Contract was amended on three additional occasions to exercise the option terms and add new County mandated provisions.

FISCAL IMPACT/FINANCING

The County will not incur any Net County Cost during the term of this Contract. The fees paid to Conduent for its Services will be offset by monies generated from parking citation fines and penalties that Conduent will process for the Department, Internal Services Department (ISD), and Department of Beaches and Harbors (Beaches and Harbors). Parking citations generate approximately \$15 million per year in gross revenue. After the mandated distributions of approximately \$3 million in accordance with Assembly Bill 408 and the California Vehicle Code (CVC) (i.e., Collection Fees, Court Fees, Justice Fees, Special Fees, Handicapped Surcharge, and other surcharges) are made, the net proceeds of approximately \$12 million are further distributed as follows: \$25,000, ISD; \$700,000, Beaches and Harbors, and \$11.275 million to the Department to pay DMV fees and recover operating costs of the Parking Enforcement Detail Unit.

However, due to the COVID-19 pandemic and current moratorium on enforcement of certain parking violations, there is an unforeseeable impact on revenue.

SOLE SOURCE JUSTIFICATION

The Amendment is necessary for the continuation of Services while the Department completes its solicitation and implementation of a replacement contract. Conduent will

continue to be responsible for processing citations, maintaining citation records, sending notices to violators, and its data sharing relationship with the Department of Motor Vehicles to obtain vehicle ownership information. Conduent will also continue to be responsible for collecting all cash and check payments, and depositing those payments with the County.

The Services provided by Conduent include enhanced citation payment options that enable violators to make citation penalty payments with credit cards through a website, by using an interactive voice-response telephone system. Conduent will not collect electronic payments or electronic payment data, but will only facilitate the electronic transaction by providing a portal to the County's electronic payment service provider, Fidelity Information Services.

The Chief Information Office has reviewed the Department's Sole Source justification and concurs with this approach.

CONCLUSION

Pursuant to the Board policy, the Department will proceed with Sole Source negotiations in four weeks, unless otherwise instructed by the Board.

Should you have any questions, please contact Assistant Director David Culver, Fiscal Administration Bureau, at (213) 229-3260.

Sincerely,

ALEX VILLANUEVA, SHERIFF

TIMOTHY K. MURAKAMI
UNDERSHERIFF

TKM:AM:am

(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
Cammy C. DuPont, Principal Deputy County Counsel
Michele Jackson, Principal Deputy County Counsel
Elizabeth D. Miller, Chief Legal Advisor, Legal Advisory Unit
Timothy K. Murakami, Undersheriff
Jorge A. Valdez, Chief of Staff
Conrad Meredith, Division Director, Administrative Services Division (ASD)
Glen C. Joe, Assistant Division Director, ASD
LaJuana J. Haselrig, Division Chief, Court Services Division (CSD)
Daniel J. Dyer, Commander, CSD
Rick Cavataio, Director, Fiscal Administration Bureau (FAB)
Christopher Nee, Captain, Civil Management Bureau (CMB)
Dave Culver, Assistant Director, FAB, Contracts Unit
Vanessa C. Chow, Sergeant, ASD
Irma Santana, Manager, Contracts Unit
Erica M. Saavedra, Deputy, ASD
Sheila Evans, Asst. Staff Analyst, H.S., Parking Enforcement Detail (PED)
Aloett Martin, Contract Analyst, Contracts Unit
(Contracts/Advance Notification – Conduent Parking Citation Processing Services 09-03-20)

SOLE SOURCE CHECKLIST

Department Name: _____

- ☐ New Sole Source Contract
- ☐ Sole Source Amendment to Existing Contract

Date Existing Contract First Approved: _____

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

Chief Executive Office

Date

BOARD LETTER/MEMO – FACT SHEET OPERATIONS CLUSTER

OPS CLUSTER AGENDA REVIEW DATE	9/2/2020
BOARD MEETING	N/A
DELEGATED AUTHORITY BOARD LETTER	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
SUPERVISORIAL DISTRICT AFFECTED	All
DEPARTMENT	Sheriff's Department
SUBJECT	Advance notification of intent to enter into negotiations for a sole source amendment (Amendment) to extend Contract Number 55301 (Contract) with Conduent State & Local Solutions, Inc. (Conduent) for parking citation processing services (Services).
PROGRAM	Parking Citation Processing System
SOLE SOURCE CONTRACT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please explain why: This is a sole source Amendment to the existing Contract. This extension will prevent the disruption of Services while the Department completes its solicitation for a successor contract, which is scheduled to be released by the end of 2020.
DEADLINES/ TIME CONSTRAINTS	The current contract expires January 18, 2021.
COST & FUNDING	<div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <p>Total cost: revenue generating</p> </div> <div style="width: 45%;"> <p>Funding source: The Contract generates approximately \$12 million per year that are distributed as follows: \$25,000, ISD: \$700,000, Beaches and Harbors; and \$11.275 million to pay DMV fees and recover operating costs of the Parking Enforcement Detail Unit. However, due to the COVID-19 pandemic and current moratorium on enforcement of certain parking violations, there is an unforeseeable impact on revenue.</p> </div> </div> <p>TERMS (if applicable): One year plus an option for up to six months, in any increment, if needed.</p> <p>Explanation: The County will not incur any Net County Cost during the proposed extension and will continue to generate revenue.</p>
PURPOSE OF REQUEST	This extension will prevent the disruption of Services while the Department completes its solicitation for a successor contract, which is scheduled to be released by the end of 2020. The subsequent Board letter for the Amendment will include a request to delegate authority to the Sheriff to terminate the Contract with a 30 day notice once the Sheriff's Department completes the solicitation process.
BACKGROUND (include internal/external issues that may exist)	The Sheriff's Department released a Request for Proposals for the Services on February 26, 2015. Conduent was the only proposer and met all the mandatory qualifications and business requirements. On July 14, 2015, the Board approved and delegated authority to the Sheriff to execute the Contract with Conduent. Conduent will continue to be responsible for processing citations, maintaining citation records, sending notices to violators, and its data sharing relationship with the Department of Motor Vehicles to obtain vehicle ownership information. No issues or concerns
DEPARTMENTAL AND OTHER CONTACTS	<p>Name, Title, Phone # & Email:</p> <ul style="list-style-type: none"> • Irma Santana, 213-229-3264, isantan@lasd.org • Captain Christopher Nee, (213) 972-3901, cpnee@lasd.org

Transformation of Challenger Memorial Youth Center in the Antelope Valley

Los Angeles County is taking a leadership role in working to achieve a more just and equitable society for its ten million residents. One of its bold, innovative efforts is to close the largest juvenile detention facility in the United States – the Challenger Memorial Youth Center (Challenger) – and transform the site into a voluntary residential educational and career training center for under-served, transition age youth. Challenger is located in the Antelope Valley, one of the most culturally diverse and highest need areas in Los Angeles County. The envisioned program will serve young women ages 18-30 and young men ages 18-25 who were formerly involved in the criminal justice and/or foster care systems, who are homeless, or who are otherwise opportunity youth. Significantly, the facility will accommodate participants' children to make it possible for young women and men who are primary caregivers to access services. The program's participating youth stand at a pivotal point as they move into adulthood. Faced with inter-generational poverty, traumatic life experiences, and lack of opportunity for meaningful education or employment, these young men and women have never been offered the real opportunity for success that this initiative will provide.

As the largest youth probation camp in the country (220,000 square foot facility on 65 acres), Challenger is an ideal site for such an innovation. The campus affords plenty of space to operate a comprehensive program, and its location in the Antelope Valley allows us to build on existing initiatives bringing resources to the community, leveraging these partnerships and investments. The practical and symbolic importance of this project cannot be overstated. Whereas the California State Legislature voted throughout the 1980's-2000's to build over 20 prisons and only one university, this initiative will take a meaningful step toward undoing that legacy.

Operationally, participants will live on site for 6-18 months while they are offered educational pathways (high school diploma, community college and four-year college) and career training. In addition, the program will provide comprehensive mental health services and robust life-skills instruction (everything from parenting to anger management, mindfulness to nutrition, resume building to financial literacy). The center will build collaborative partnerships with local community-based organizations, academic institutions, and industries to ensure the holistic quality and excellence of these offerings. Upon successful completion of the curriculum, the young women and men will be linked with a living wage job and housing.

With regard to housing, one idea under consideration is to provide apartments on site for the graduates of the program. Independent, “transitional” housing would allow the young people a longer runway from which to launch their adult lives. Moving from the dorms to nearby individual apartments, they could stay close to the community, access their teachers, counselors and therapists, and serve as mentors for the next cohort of program participants, taking the next step in their lives in a supportive and safe environment.

While the County will pay for the development of the program and for ongoing operation and maintenance expenses for the facility, this project is being realized through collaborative public-private partnerships. The State of California awarded the initiative a five-million-dollar seed grant from the 2019-2020 budget; the Reissa Foundation and the Specialty Family Foundation have provided planning grants; and Stanford Law School, UCLA Graduate School of Architecture and the USC Annenberg School for Communication and Journalism are providing in kind research and support services.

This pilot project offers a meaningful opportunity at a unique moment in history to achieve transformative social change. By turning away from incarcerating young people and moving toward educating and supporting them, by transforming a punitive detention facility into a place of home, opportunity and hope, we are investing in the future of our youth and our country. Our aim is nothing less than to provide a replicable model that can change the life trajectory of a generation.

For more information, please contact project manager Deborah Kanter (biography attached) at deborahkanter@gmail.com or 310-487-8303.

Deborah L. Kanter



Deborah Kanter is leading the initiative undertaken by the County of Los Angeles to transform and repurpose the country's largest youth detention facility into a voluntary, residential educational and career training center for transition age, opportunity youth who were previously system-involved (justice and/or foster care system) or who are homeless, giving these vulnerable young men and women a real opportunity for a successful future with jobs and housing.

For 16 years prior to undertaking this innovative and transformative effort, Ms. Kanter served as director of major projects and strategic initiatives and general counsel for the Eli and Edythe Broad-funded philanthropies and family office. During this time, she helped envision and oversaw the development of The Broad contemporary art museum and its surrounding complex, working with renowned architects Diller Scofidio + Renfro and Gensler to create a vibrant and wildly successful cultural district on Grand Avenue that has re-made Bunker Hill in downtown Los Angeles. In connection with the development of The Broad, Ms. Kanter led the tax-exempt bond financing underwritten by Morgan Stanley, negotiated all development rights, zoning and land acquisitions, and directed construction of a \$200 million museum building, garage and public plaza. She also developed the innovative, acclaimed restaurant Otium and oversaw its award-winning design and construction.

Prior to joining the Broad organizations, Ms. Kanter was vice president and founding general counsel for the Los Angeles County Museum of Art, where she served on the executive management team during a major turn-around of the institution that involved creating a strategic plan, restructuring the board of trustees, reorganizing staff, fundraising, and implementing disciplined budgetary planning. Ms. Kanter also initiated major joint ventures and new initiatives. Before joining LACMA, Ms. Kanter was a nonprofit tax lawyer at O'Melveny & Myers in Los Angeles. Prior to that, she worked as the director of the Oriental Rugs & Carpets Division of Sotheby's Arcade Auctions and as a special assistant for artist Robert Longo.

Ms. Kanter holds a J.D. from Stanford Law School and a M.A. in art history from Stanford University. She received her B.A. from Wellesley College. Ms. Kanter serves on the boards of The Broad, The Broad Art Foundation, Hope Street Restaurants, LLC and Crossroads School for Arts and Sciences.