



County of Los Angeles
Chief Executive Office

PUBLIC SAFETY CLUSTER AGENDA REVIEW MEETING

FESIA A. DAVENPORT
Chief Executive Officer

DATE: Wednesday, April 28, 2021

TIME: 10:00 a.m.

**DUE TO CLOSURE OF ALL COUNTY BUILDING, TO PARTICIPATE IN THE MEETING CALL
TELECONFERENCE NUMBER: (323) 776-6996 ID: 169948309#**

[Click here to join the meeting](#)

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 per person in total for each item.

1. CALL TO ORDER

2. GENERAL PUBLIC COMMENT (15 Minutes)

3. 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. NONE

4. PRESENTATION/DISCUSSION ITEM(S):

A. Board Letter:

APPROVAL OF AMENDMENT NUMBER THREE TO SCHOOL LAW ENFORCEMENT
SERVICES AGREEMENT FOR THE SCHOOL RESOURCE DEPUTY PROGRAM

Speaker(s): Brian C. Aguilera and Rudy P. Sanchez (Sheriff)

B. Board Briefing:

REOPENING COUNTY JAIL VISITATION

Speaker(s): Hugo Macias (Sheriff)

5. PUBLIC COMMENTS

Wednesday, April 28, 2021

CLOSED SESSION:

CS-1 CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

(Subdivision (a) of Government Code Section 54956.9)

B.J. a minor by and through his GAL, Rose Esparza v. County of Los Angeles, et al.
United States District Court Case No. 2:19-CV10607

Departments: Sheriff's

6. ADJOURNMENT

7. UPCOMING ITEMS:

A. Board Letter:

ORDINANCE AMENDING TITLE 12 OF THE LOS ANGELES COUNTY CODE ANNUAL FEES FOR HAZARDOUS WASTE GENERATOR/TIERED PERMITTING, HAZARDOUS MATERIALS HANDLER, ABOVEGROUND PETROLEUM STORAGE TANK, AND CALIFORNIA ACCIDENTAL RELEASE PREVENTION PROGRAM PERMITS FOR FISCAL YEAR 2021-22

Speaker(s): Christopher Anderson and Nick Duvally (Fire)

B. Board Letter:

REQUEST TO AUTHORIZE THE ACQUISITION OF TEN QUINT AERIAL APPARATUS, SIX ALL-WHEEL DRIVE WILDLAND PUMPER APPARATUS, ELEVEN PUMPER APPARATUS, AND FOUR WATER TENDER TRUCKS AND 12 PARAMEDIC RESCUE SQUADS

Speaker(s): Christopher Anderson and Anthony Marrone (Fire)

C. Board Letter:

DELEGATE AUTHORITY TO THE FIRE CHIEF TO ENTER INTO A FUNDING AGREEMENT WITH SOUTHERN CALIFORNIA EDISON, A SOLE SOURCE AGREEMENT WITH COULSON AVIATION INC. FOR THE LEASE OF A HELITANKER AND APPROVE APPROPRIATION ADJUSTMENT

Speaker(s): Christopher Anderson and John O'Brien (Fire)

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

PUBLIC_SAFETY_COMMENTS@CEO.LACOUNTY.GOV

May 11, 2021

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

Dear Supervisors:

**APPROVAL OF AMENDMENT NUMBER THREE TO SCHOOL LAW
ENFORCEMENT SERVICES AGREEMENT FOR THE
SCHOOL RESOURCE DEPUTY PROGRAM
(ALL DISTRICTS) (3 VOTES)**

SUBJECT

The Los Angeles County (County) Sheriff's Department (Department) seeks approval of Amendment Number Three (Amendment) to the School Law Enforcement Services Agreement (School Agreement) for the School Resource Deputy Program (Program) by and between the County and various school districts for the continued provision of law enforcement services on school campuses for an additional period of one year from July 1, 2021 through June 30, 2022.

IT IS RECOMMENDED THAT THE BOARD:

1. Approve the attached boilerplate Amendment to the School Agreement, which extends the term of the School Agreement for the third one-year extension option from July 1, 2021 through June 30, 2022.
2. Delegate authority to the Sheriff, or his designee, to execute Amendments to the School Agreements, substantially similar to the attached boilerplate Amendment, with the various school districts to extend the term of the School Agreements for the third one-year extension option from July 1, 2021 through June 30, 2022.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended action is to approve the boilerplate Amendment to the School Agreement and delegate authority to the Sheriff, or his designee, to execute Amendments with various school districts to extend the term of the School Agreements for the third one-year extension option from July 1, 2021 through June 30, 2022. On May 30, 2017, the Board approved the School Agreements for an initial term of two years with three one-year extension options. On July 21, 2020 your Board approved Amendment Number Two to the School Agreements. Amendment Number Two expires on June 30, 2021, with (1) one-year extension option remaining.

The Department's Program has provided dedicated enforcement services to various schools within the County for approximately 23 years. Currently, 17 districts participate in the Program. The Program includes 1 sergeant, 1 bonus deputy, and 36 deputy sheriff generalists from 11 different patrol stations.

Implementation of Strategic Plan Goals

The Amendment is consistent with the County's Strategic Plans: Goal 1 - Operational Effectiveness; Goal 2 - Children, Family, and Adult Well-Being; Goal 3 - Community and Municipal Services, and Goal 5 - Public Safety, by effectively opening avenues of communication between the schools administration, faculty, student body, the community, the Department, and emergency services. This Amendment enables deputies to provide necessary resources to handle problems unique to school campuses.

Deputies assist the schools with the implementation of programs designed to help prevent school violence, provide a safe learning environment, and provide public safety. Deputies coordinate and train with patrol stations, the fire department, and school administrators on a regular basis to prepare for a number of possible disasters including natural disasters, campus violence, and terrorism.

FISCAL IMPACT/FINANCING

Under the terms of the Agreement, the school districts will pay the Department for law enforcement services at the prevailing annual billing rates determined by the Los Angeles County Auditor-Controller, pursuant to the policies adopted by the Board.

Fiscal Year (FY) 2021-22 aggregate estimates for the Program are \$7,986,470. Revenues will be collected from the school districts in the form of monthly payments that are equivalent to one-twelfth of the annual contract sum.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The school districts currently contracted with the County desire to continue participation in the Program.

The Amendments will extend the term of the School Agreements for a period of one year from July 1, 2021 through June 30, 2022, unless sooner terminated or extended. Either party may terminate a School Agreement with or without cause with ten days advance written notice. The billing rates are subject to change on July 1 of each year pursuant to any cost adjustments determined by the Auditor-Controller.

The attached boilerplate Amendment has been approved as to form by County Counsel.

The Program related statistical codes have been implemented Countywide and are regularly monitored for consistency in use. Specific input masks were fully implemented, allowing School Resource Deputies (SRD) to input specific demographic information and collect requested data. The training curriculum for SRD was finalized, approved and implemented. All SRD personnel have attended a 40 hour standardized course of instruction for SRD, as well as a 16 hour Enhanced Active Shooter training course. The same standardized training will be provided to all newly assigned SRD personnel. SRD personnel were familiarized with threat assessment and reporting procedures, as well as the Education Site Security and Information Sharing (ESSIS) system, which stores school safety plans and diagrams for access by first responders, in the event of an emergency.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

This request is an option term extension of existing School Agreements and will have no impact on current unincorporated area services.

The Honorable Board of Supervisors
May 11, 2021
Page 4

CONCLUSION

Upon approval by the Board, please provide two certified copies to the Department's Contract Law Enforcement Bureau.

Sincerely,

ALEX VILLANUEVA, SHERIFF

TIMOTHY K. MURAKAMI
UNDERSHERIFF

**AMENDMENT NUMBER THREE
TO
SCHOOL LAW ENFORCEMENT SERVICES AGREEMENT
FOR SCHOOL RESOURCE DEPUTY PROGRAM
BY AND BETWEEN
COUNTY OF LOS ANGELES
AND
CONTRACTING SCHOOL**

This Amendment Number Three to School Law Enforcement Services Agreement for School Resource Deputy Program ("Agreement") is entered into this ____ day of _____, 20____, by and between the County of Los Angeles ("County") and CONTRACTING SCHOOL ("School"), effective upon execution by both parties.

RECITALS

- (a) Whereas, on _____, the County and the School entered into the Agreement for the provision of school law enforcements services by the Los Angeles County Sheriff's Department for School Resource Deputy Program services; and
- (b) Whereas, the Agreement had an initial term from July 1, 2017 through June 30, 2019 with three additional one-year extension options, subject to prior approval by the County Board of Supervisors; and
- (c) Whereas, on _____, the County and the School entered into Amendment Number One to the Agreement to extend the term of the Agreement for the first one-year option from July 1, 2019 through June 30, 2020, and to update the mutual indemnification language; and
- (d) Whereas, on _____, the County and the School entered into Amendment Number Two to the Agreement to extend the term of the Agreement for the second one-year option from July 1, 2020 through June 30, 2021; and
- (e) Whereas, the Agreement expires on June 30, 2021; and
- (f) Whereas, the County and the School agree to extend the term of the Agreement for the third one-year extension option from July 1, 2021 through June 30, 2022.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties mutually agree as follows:

1. Section 6.0, Term of Agreement, of the Agreement is deleted in its entirety and replaced as follows to extend the term of the Agreement for the third one-year extension option from July 1, 2021 through June 30, 2022:

6.0 TERM OF AGREEMENT

6.1 The term of this Agreement shall commence July 1, 2017 and shall remain in effect through June 30, 2022, unless sooner terminated or extended in whole or in part as provided for herein.

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

DRAFT

**AMENDMENT NUMBER THREE
TO
SCHOOL LAW ENFORCEMENT SERVICES AGREEMENT
FOR SCHOOL RESOURCE DEPUTY PROGRAM
BY AND BETWEEN
COUNTY OF LOS ANGELES
AND
CONTRACTING SCHOOL**

IN WITNESS WHEREOF, the Los Angeles County Board of Supervisors has caused this Amendment to be executed by the Sheriff of Los Angeles County, and the School has caused this Agreement to be executed on its behalf by its authorized representative, on the dates written below.

COUNTY OF LOS ANGELES

By _____
Alex Villanueva, Sheriff

Date _____

CONTRACTING SCHOOL

By _____
Authorized designee name and title

Date _____

APPROVED AS TO FORM:
RODRIGO A. CASTRO-SILVA

County Counsel

By 
Principal Deputy County Counsel

CAR BRIEFING

LASD Re-Opening County Jail Visitation

On March 13th 2020, the Los Angeles County Department of Public Health (DPH) closed all county buildings to the public in an effort to reduce the spread and impact of COVID-19. As a result, visitation at Los Angeles County jail facilities was temporarily halted with only professional visits allowed for necessary legal matters. Parallel practices were implemented in jails and prisons worldwide.

After the initial stay-at-home orders reduced community infection rates of COVID-19, a board motion was introduced on June 23, 2020, to extend recovery in the jails. This prompted additional collaboration between Los Angeles County Sheriff's Department (LASD); the Department of Health Services (DHS), Correctional Health Services (CHS); and DPH to examine how visitation could safely be reopened to the public. Unfortunately, community rates of COVID-19 have waxed and waned with multiple surges of infection over the past year ultimately delaying reopening. However, collaboration has been ongoing with routine meetings and numerous inspections to ensure readiness.

Currently, with the lowest level of community- and system-positivity rates since the initial outbreak in February 2020, the Department is poised to reopen visitation in the very near future with the approval of DPH. It has taken the following preventative safeguards to ensure legal and public visits are safe for those incarcerated, visiting, and working in the jails:

- **Protocols and Practices:** developed and trained staff on necessary policies and practices to ensure safety for all
- **Operational Changes:** limited movement of those incarcerated, mandated masks, and expanded alternative meeting options (e.g. video visits and teleconferencing)
- **Infrastructure Improvements:** increased signage, mounted Plexiglas, and installed more hand sanitizer dispensers
- **Screening:** implemented temperature checks and health screenings at entrances of facilities
- **Physical Distancing:** placed barriers and markers to ensure a minimum of six-feet of space between people
- **Sanitation:** provided extra cleaning crews and supplies to wipe down all surfaces and allow for more hand hygiene opportunities

With the recent transition of the County out of the purple tier, DHS/CHS and DPH have re-inspected all facilities over the past few weeks to determine if additional safeguards are necessary. The Department is currently waiting for DPH to provide general guidelines as well as facility-specific recommendations that are necessary to reopen visiting. The Department anticipates receiving formal guidelines by the end of April. Once these guidelines are issued, any necessary modifications to current safeguards will be implemented, and the designated staff will be reassigned back to operate each visitation center. DPH and DHS/CHS will also conduct a final walkthrough with LASD personnel to ensure all safety measures are in place.

We anticipate opening visitation at Century Regional Detention Facility (CRDF) as a pilot site first. This location was identified in a Board motion as well as by the Department as the best facility due to its smaller size and limited population movement. This will provide the County an opportunity to evaluate/ensure all safety protocols are efficient and effective as well as make any necessary adjustments. When it is deemed safe, the remaining facilities will open simultaneously. The hope is that visitation can be opened at all facilities by the end of May contingent on low community and jail positivity rates.

The Department realizes the value of visitation and the vital role it plays in family reunification. It looks forward to reopen its facilities to public visitation to help ensure social connectedness during this trying time. It is also exploring the expansion of its video visitation platform to increase the number and type of visits available, especially to our vulnerable populations.