

COUNTY OF LOS ANGELES

CHIEF EXECUTIVE OFFICER Fesia A. Davenport

OPERATIONS CLUSTER AGENDA REVIEW MEETING

 DATE:
 August 23, 2023

 TIME:
 2:00 p.m. – 4:00 p.m.

 LOCATION:
 TELECONFERENCE CALL-IN NUMBER: 1 (323) 776-6996

 TELECONFERENCE ID: 439827168#

To join via phone, dial 1(323)776-6996, then press 439827168#.

YOU CAN ALSO JOIN THIS MEETING BY CLICKING ON THE FOLLOWING LINK: Click here to join the meeting

THIS MEETING WILL CONTINUE TO BE CONDUCTED VIRTUALLY AS PERMITTED UNDER THE BOARD OF SUPERVISORS' AUGUST 8, 2023, ORDER SUSPENDING THE APPLICATION OF BOARD POLICY 3.055 UNTIL MARCH 31, 2024

AGENDA

Members of the Public may address the Operations Cluster on any agenda item after all Informational Items are presented. Two (2) minutes are allowed for each item.

1. Call To Order – Carlos Arreola/Anthony Baker

2. INFORMATIONAL ITEM(S):

- A) Board Letter: RESPONSES TO THE 2022-2023 CIVIL GRAND JURY FINAL REPORT RECOMMENDATIONS CEO - Cheri Thomas, Senior Manager
- B) Board Letter:

COUNTYWIDE CLASSIFICATION/COMPENSATION ACTIONS TO IMPLEMENT THE FISCAL YEAR 2023-2024 FINAL CHANGES BUDGET AND OTHER CLASSIFICATION/COMPENSATION ACTIONS CEO/CLASS - Jennifer Revuelta, Principal Analyst

C) Board Letter: NINE-YEAR LEASE DEPARTMENT OF PUBLIC SOCIAL SERVICES 1050 EAST PALMDALE BOULEVARD, PALMDALE CEO/RE - Alexandra Nguyen-Rivera, Section Chief, Lease Acquisitions

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D) Board Letter:

REQUEST FOR APPROVAL AND AWARD OF ON-DEMAND INTERPRETATION AND TRANSLATION SERVICES MASTER AGREEMENT ISD - Christie Carr, Division Manager, Contracting Division

3. **PRESENTATION/DISCUSSION ITEMS:** None available.

- 4. **Public Comment** (2 Minutes Each Speaker)
- 5. Adjournment

FUTURE AGENDA TOPICS

CALENDAR LOOKAHEAD:

- A) DPH/CIO APPROVAL OF SOLE SOURCE AMENDMENT NUMBER 11 TO AGREEMENT NUMBER PH-002200 WITH ACCELA, INC. TO UPGRADE ENVIRONMENTAL HEALTH PERMIT AND INSPECTION MANAGEMENT SYSTEM
- B) DPH/CIO ADVANCE NOTIFICATION OF INTENT TO EXTEND THE TERM OF COVID-19 IT SOLE SOURCE CONTRACT NUMBER PH-004550 WITH HSO ENTERPRISE SOLUTIONS, LLC; CONTRACT NUMBER PH-004529 WITH ACCENTURE, LLP; AND CONTRACT NUMBER PH-004471 WITH ENTERPRISE VISION TECHNOLOGIES

BOARD LETTER/MEMO CLUSTER FACT SHEET

X Board Letter	X Board Memo
CLUSTER AGENDA REVIEW DATE	8/23/2023
BOARD MEETING DATE	9/12/2023
SUPERVISORIAL DISTRICT AFFECTED	X All 1 st 2 nd 3 rd 4 th 5 th
DEPARTMENT(S)	CEO, Assessor, Auditor-Controller, DCFS, District Attorney, Executive Office, Fire,
SUBJECT	2022-2023 Civil Grand Jury (CGJ) Final Report
PROGRAM	
AUTHORIZES DELEGATED AUTHORITY TO DEPT	Yes X No
SOLE SOURCE CONTRACT	Yes X No
	If Yes, please explain why:
DEADLINES/ TIME CONSTRAINTS	The CGJ Final Report must be responded to within 60 days and therefore must be presented at the 9/12/23 BOS meeting due to the cancellation of the August meetings.
COST & FUNDING	Total cost: Funding source: \$
	TERMS (if applicable):
	Explanation:
PURPOSE OF REQUEST	
BACKGROUND (include internal/external issues that may exist including any related motions)	The Civil Grand Jury released their 2022-2023 Final Report on June 30, 2023. The report consisted of 15 reports that required 19 County Departments to respond. This Board Letter includes responses from the County Departments to the CGJ. The Board Letter and Report is still in the review process and will be provided as soon as possible.
EQUITY INDEX OR LENS WAS UTILIZED	☐ Yes X No If Yes, please explain how:
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	X Yes Do If Yes, please state which one(s) and explain how: Some of the recommendations pertain to Care First, environmental health, homelessness, and sustainability,
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Cheri Thomas, Senior Manager, CEO, (213) 974-1326, <u>cthomas@ceo.lacounty.gov</u>

 BOARD OF SUPERVISORS
 Hilda L. Solis First District
 Holly J. Mitchell Second District
 Lindsey P. Horvath Third District

 Chief
 County of Los AngeLes Kenneth Hahn Hall of Administration



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

Chief Executive Officer Fesia A. Davenport

"To Enrich Lives Through Effective and Caring Service"

Janice Hahn

Fourth District

Kathryn Barger

Fifth District

September 12, 2023

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:

RESPONSES TO THE 2022-2023 CIVIL GRAND JURY FINAL REPORT RECOMMENDATIONS (ALL DISTRICTS AFFECTED) (3 VOTES)

SUBJECT

Approval of the Los Angeles County (County) responses to the findings and recommendations of the 2022-2023 Los Angeles County Civil Grand Jury (CGJ) Final Report, and the transmittal of responses to the CGJ, as well as the Superior Court, upon approval by the County Board of Supervisors (Board).

IT IS RECOMMENDED THAT THE BOARD:

1. Approve the responses to the findings and recommendations of the 2022-2023 Los Angeles County CGJ Final Report that pertain to County government matters under the control of the Board.

2. Instruct the Executive Officer of the Board to transmit copies of this report to the CGJ, upon approval by the Board.

3. Instruct the Executive Officer of the Board to file a copy of this report with the Superior Court, upon approval by the Board.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Section 933 (b) of the California Penal Code establishes that the county boards of supervisors shall comment on grand jury findings and recommendations which pertain to county government matters under control of those boards.

The Honorable Board of Supervisors 9/12/2023 Page 2

On June 30, 2023, the 2022-2023 CGJ released its Final Report containing findings and recommendations directed to various County and non-County agencies. County department heads have reported back on the CGJ recommendations, and these responses are enclosed as the County's official response to the 2022-2023 CGJ Final Report.

Recommendations that refer to non-County agencies have been referred directly by the CGJ to those entities.

Implementation of Strategic Plan Goals

The recommendations in the CGJ Final Report and the County's responses are broadly consistent with all three of the County's major Strategic Plan Goals.

Goal No. 1 - Make Investments that Transform Lives: We will aggressively address society's most complicated social, health, and public safety challenges. We want to be a highly-responsive organization capable of responding to complex societal challenges - one person at a time.

Goal No. 2 - Foster Vibrant and Resilient Communities: Our investments in the lives of County residents are sustainable only when grounded in strong communities. We want to be the hub of a network of public-private partnering agencies supporting vibrant communities.

Goal No. 3 - Realize Tomorrow's Government Today: Our increasingly dynamic and complex environment challenges our collective abilities to respond to public needs and expectations. We want to be an innovative, flexible, effective, and transparent partner focused on advancing the common good.

FISCAL IMPACT/FINANCING

Any costs associated with implementing CGJ recommendations will be considered in the appropriate budget phase.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Certain CGJ recommendations require additional financing resources. Departments will assess the need for additional funding during the 2023-24 budget cycle and beyond, as appropriate.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

N/A

The Honorable Board of Supervisors 9/12/2023 Page 3

Respectfully submitted,

FAD:JMN:CT:JT:md

Enclosures

Executive Office, Board of Supervisors C: County Counsel Assessor **District Attorney** Sheriff Auditor-Controller Children and Family Services Fire **Health Services** Human Resources Internal Services Mental Health Probation **Public Social Services** Public Works **Regional Planning** Registrar Recorder/County Clerk Los Angeles County Development Authority Los Angeles County Metro Los Angeles County Sanitation Districts Los Angeles Homeless Services Authority



Attachment A

Chief Executive Office

COUNTY OF LOS ANGELES CHIEF EXECUTIVE OFFICE FOR THE BOARD OF SUPERVISORS

2022-2023 CIVIL GRAND JURY RECOMMENDATIONS FOR AGING OUT: TRANSITIONAL AGED YOUTH (TAY)

RECOMMENDATION NO. 1.1

Ongoing meetings of the Multi-Disciplinary Teams (MDTs) must be regularly scheduled, with mandatory participation of departments, youth, foster parents, and other interested parties.

RESPONSE

Agree. The recommendation has been partially implemented and the Department of Children and Family Services' (DCFS) timeline for implementation of scheduling ongoing regular meetings is by January 2024. DCFS, Department of Mental Health (DMH), and Probation have discussed the need for improved collaboration, and discussed various strategies which would assist with better support for Transitional Aged Youth (TAY). Further discussions are needed to determine to what degree departments outside of DCFS can allocate staff to serve as a member of MDTs.

RECOMMENDATION NO. 1.2b

DCFS and Probation should ensure that the youth obtain a driver's license or California ID card, a birth certificate, social security card, medical card, and any other pertinent documents.

DCFS and Probation should assist the youth to obtain public and privately funded services. Department of Public Social Services (DPSS) should provide information to the TAY for general relief, CalWORKS, CalFresh, and Medi-Cal. Department of Public Health (DPH) should provide information to access medical services.

DCFS and Probation should provide additional TAY services such as employment, housing, healthcare, and (for male TAYs age 18) registration with the Selective Service System. DCFS should provide training so the youth can open a bank account and apply for admission to colleges.

RESPONSE

Partially disagree due to some of the jurisdiction for this recommendation falls with the Social Security Administration. This recommendation has been partially implemented and will be fully implemented. DCFS and Probation already ensure youth obtain a driver's license or California ID card, are provided with their birth certificates, a social security card, medical care, and other pertinent documents. The timeframe for full implementation is estimated for 2024 and contingent upon further discussion with the Social Security Administration in addressing a streamlined and consistent protocol for DCFS to request social security cards for youth, and other County departments to connect and access services and resources.

DCFS and Probation already ensure that youth obtain any funds available, are referred to DPSS for assistance, and referred for employment preparedness classes, housing, life skills classes, financial literacy classes, which includes information on opening a bank account and assists TAY with completing applications for college.

DCFS and Probation will continue to work with other County departments, such as DPSS and DPH, and continue conversations with the Social Security Administration to promote and facilitate TAY accessing relevant documents.

RECOMMENDATION NO. 1.2c

The Board of Supervisors (BOS) should lobby the state legislature for authorization to extend TAY services to as early as age 14 and as late as age 24.

<u>RESPONSE</u>

Partially disagree. This recommendation requires further analysis regarding the cost and funding of increasing eligibility for TAY services. Also, the BOS has existing policy to support legislation and funding to facilitate successful emancipation, promote self-sufficiency, increase post-secondary achievement, and improve opportunities for TAY, nonminor dependents, and former foster youth and will monitor legislation in 2024 to determine if any bills correspond to this recommendation.

RECOMMENDATION NO. 1.3

DCFS and Probation should provide training to foster parents or guardians of TAYs to educate them to the procedures, assistance, and processes to effectively assist TAYs under their care during the transition period.

<u>RESPONSE</u>

Agree. This recommendation is expected to be fully implemented by December 1, 2023. DCFS has spoken with the Foster Parent College (FPC) and Foster and Kinship Care Education (FKCE) about adding courses specific to supporting TAY, and they agreed to add it to their fall curriculum. In addition, Probation routinely provides training to resource families through the Deputy Probation Officer (DPO) of Record and the Probation's Youth Development Services' Independent Living Program (ILP) Transition Coordinator (TC). The TC provides information and support to Probation youth and their resource families. Resource families have access to the support services offered to the youth by the DPO of Record, a TC, and Resource DPO who supports foster youth directly and resource families with school related issues. The DPO of Record has the most contact with the resource families and thus provide ongoing training and coaching at each interaction. They ensure resource families are aware of the services available to them and the youth, and how to access them.

RECOMMENDATION NO. 1.3a

DCFS or Probation should require foster parents to receive training and guidance as mandated by the MDT plans. Foster parents and court appointed educational advocates must participate in educational plans with school administration and/or community organizations.

RESPONSE

Agree. This recommendation requires further analysis. The recommendation requires discussion with the California Department of Social Services as there is no mandate that foster parents receive specific trainings and guidance that have been determined by a MDT plan, nor that they are mandated to participate in educational plan meetings. The analysis and discussion should be completed by January 2024.

RECOMMENDATION NO. 1.3b

DCFS or Probation should provide foster parents with pertinent case history upon placement.

<u>RESPONSE</u>

Agree. The recommendation has been implemented as this is already mandated by DCFS's and Probation's policy and part of practice.

RECOMMENDATION NO. 1.4

DMH should provide Cognitive Behavioral Therapy in addition to all other therapy services.

RESPONSE

Agree. The recommendation has been implemented. DMH has clarified that its Juvenile Justice Clinical Team members have and continue to provide Cognitive Behavioral Therapy (CBT), Dialectical Behavioral Therapy (DBT), and other therapeutic (such as Evidence-based, Promising, and/or Community-Defined) practices which are guided by the Prevention and Early Intervention Plan of the Mental Health Services Act (MHSA) to TAY.

RECOMMENDATION NO. 1.5

Each department should contribute to an Individual Transition Plan. The Individual Transition Plan should be a collaborative effort of all the involved departments, and the implementation should begin when the TAY reaches age 16. DCFS or Probation should develop one cohesive plan, which includes the desires of the youth for continuing their education/training and future goals. All agencies should ensure that TAYs and their foster parents participate in all meetings concerning the TAY's case. The departments must ensure that TAYs are given the opportunity to express themselves without fear of retribution.

RESPONSE

Agree. The recommendation has been partially implemented and requires further analysis. The recommendation for DCFS implementation with the other departments is targeted for 2024 but is contingent upon further discussion and agreement with other departments. Additionally, DCFS has agreed to create, by

January 2024, a specialized section of staff who will provide intensive services for youth who are transitioning from care. That section of staff will be responsible for supporting TAY who are transitioning from care, including working collaboratively with representatives from other County departments.

RECOMMENDATION NO. 1.6

Los Angeles Homeless Services Authority (LAHSA) should fully provide \$500,000 to Covenant House LA for staffing and operational costs so that 16 youths can move into the additional section.

RESPONSE

Partially disagree. The recommendation has been implemented but at LAHSA's standard reimbursement rate. When LAHSA was approached to provide funding for the additional beds, the request was approved. In Fiscal Year (FY) 2022-2023, LAHSA contracted with Covenant House from May 15, 2023 - June 30, 2023, for operations of the 16 beds at the standard rate of \$50/bed/night. The start date was mutually determined with Covenant House LA. LAHSA has contracted with Covenant House LA for operations of the 16 beds for the full FY 2023-2024, also at the standard rate of \$50/bed/night.

COUNTY OF LOS ANGELES CHIEF EXECUTIVE OFFICE FOR THE BOARD OF SUPERVISORS

2022-2023 CIVIL GRAND JURY RECOMMENDATIONS FOR ALL ABOARD! IS METRO ON TRACK?

The Los Angeles County Board of Supervisors (BOS) is not the governing board of the Los Angeles County Metropolitan Transportation Authority (Metro) and makes no representations or commitments on behalf of Metro. The responses below reflect the BOS's understanding, based on information available to it, of actions Metro has taken or will take relevant to the Civil Grand Jury's recommendations.

RECOMMENDATION NO. 1.2

Metro's TSO force should be increased from its current figure of 213 to allow the agency to better enforce fare compliance and Code of Conduct (COC) and give the agency greater control and accountability with security.

RESPONSE

Agree. The recommendation has been implemented. Metro has made significant progress in strengthening safety across the public transit system. Recognizing the crucial role played by Transit Security Officers (TSOs) in the comprehensive safety strategy, Metro has taken proactive steps to augment their presence. In March 2023, Metro's Board of Directors approved the addition of 47 more TSOs, and an additional 48 officers are scheduled to join in Fiscal Year (FY) 2024. This 45 percent increase has boosted the TSO force to a current total of 308 officers.

These newly recruited officers will undergo comprehensive training, equipping them to ensure the safety and well-being of our valued riders, employees, and the protection of our vital transit infrastructure.

RECOMMENDATION NO. 1.9

Keep fares at the current rate and improve access to discount or free fares offered to low-income riders, students, and seniors through programs such as LIFE and GoPass, including free transfers.

RESPONSE

Agree. The recommendation has been implemented. Metro has some of the lowest fares in the country and is committed to maintaining an equitable and affordable fare system for all riders in Los Angeles. In July 2023, Metro launched a new fare structure and fare capping to make paying transit fare more affordable and convenient for riders. And as noted in the report, Metro also offers several discount programs, including GoPass, which offers free fares for students; Reduced Fares for seniors and customers with disabilities; and a low-income discount program called LIFE. These programs and the recent changes to the fare structure are designed to provide affordable transit for all riders, especially customers who ride frequently.

RECOMMENDATION NO. 1.10

(A) Install turnstiles or other physical impediments that would discourage non-paying riders.

(B) Station TSOs at high trafficked stations to re-enforce fare paying. <u>RESPONSE</u>

(A) Agree. This recommendation is in progress. Metro is presently working to enhance the fare gates for access control improvements, and Westlake/MacArthur Park station is the first station to implement.

(B) Agree. The recommendation is in progress. TSOs have been strategically stationed at high-trafficked locations. Their primary responsibilities include enforcing the Code of Conduct (COC), ensuring fare compliance, and enhancing overall visibility for a safer environment. In collaboration with Operations, System Security and Law Enforcement are conducting a pilot project at Westlake/MacArthur Park station involving reinforced turnstiles. The objective of this pilot is to assess its effectiveness in reducing access for non-paying riders, and if successful, the initiative may be extended to other stations in the future.

RECOMMENDATION NO. 1.12

(A) More restrooms are needed for the Metro system. Metro should consider installing public bathrooms at its Customer Centers where staff is available to supervise their use.

(B) The Metropolitan Transit Authority (MTA) should work with cities to share the costs of building and maintaining new restrooms, similar to the Long Beach model.

<u>RESPONSE</u>

(A) Agree. This recommendation requires further analysis. Metro fully recognizes the significance of having accessible restrooms for our riders. However, they must carefully consider safety and liability concerns associated with providing public restrooms. Although Metro cannot open employee-accessible restrooms to customers, they are proactively exploring different approaches through pilot programs. To this end, Metro is preparing for a pilot project scheduled to launch in the fall 2023, wherein restrooms will be introduced at key stations. This initiative will enable Metro to evaluate the feasibility and implications of offering public restrooms while prioritizing the safety and convenience of our valued passengers.

(B) Agree. This recommendation requires further analysis. Metro will certainly explore this possibility. Metro is committed to finding practical and sustainable solutions that benefit our riders and the communities we serve.

RECOMMENDATION NO. 1.13

Maintenance and cleaning resources should be increased on the Red (B) Line, commensurate with its level of ridership – cleaning schedules should reflect the number of boardings, not just the time of day.

Agree. The recommendation has been implemented. Rail Vehicle Cleaning has received additional resources to enhance its operations. Presently, on the Red Line, teams of five service attendants are dispatched from the division daily to conduct End-of-Cleaning activities. These tasks involve trash pick-up and addressing minor spills, necessitated by car schedule constraints.

Moreover, Rail Custodial Services have made a significant increase in their budgeted positions, going from 213 to 234, which amounts to an increase of 21 Full-Time Equivalents (FTEs). This augmented workforce is instrumental in supporting the implementation of the Rail Custodial Services Cleanliness Plan. The plan encompasses several vital aspects, such as the realignment of cleaning personnel, dedicated staffing at hot spot stations, intensification of pressure washing and floor care at these stations, the establishment of detailed cleaning programs, and the introduction of measures for odor neutralization.

RECOMMENDATION NO. 1.14

(A) Hire more custodians and have their workload be concentrated to smaller areas for more thorough cleaning.

(B) Encourage riders to report custodial and maintenance incidents through the website metro.net or the Transit Watch App, or by reporting incidents to an Ambassador.

RESPONSE

(A) Agree. The recommendation has been implemented. Rail Custodial Services have raised their budgeted positions from 213 to 234, resulting in an increase of 21 FTEs. This expansion in staffing is aimed at bolstering the Rail Custodial Services Cleanliness Plan. The plan encompasses several key components, such as the realignment of cleaning personnel, dedicated staffing at hot spot stations, intensified pressure washing and floor care at these stations, the implementation of detailed cleaning programs, and the incorporation of odor neutralization measures.

(B) Agree. The recommendation has been implemented. Metro does encourage customers to report cleanliness issues. Metro Ambassadors also regularly report cleanliness issues.

RECOMMENDATION NO. 1.16

Expand the "Cleaned By" program to all the rail lines, which would foster greater accountability and transparency by the maintenance crews.

RESPONSE

Disagree. This recommendation will not be implemented. The pilot project on the C-Line did not yield the desired results and was subsequently discontinued. Nevertheless, Rail Fleet Services has implemented a robust cleaning program with a detailed logging system. This program includes various cleaning measures to ensure the cleanliness of the trains. During the first and second shifts, end-of-the-line cleaning is conducted to address trash, spills and perform spot cleans. Additionally, mid-shift crews carry out daily interior cleans, which involve tasks like trash removal, sweeping, mopping, and cleaning high-touch surfaces in pull-in cars. Other shifts follow up to complete any remaining work.

Going beyond the daily cleaning, deep cleaning is performed periodically, involving a thorough scrub of both the interior and exterior of the trains. To maintain quality, all cleaning crews are supervised daily by Rail Fleet Services Supervision, and they are spot checked for their end-of-the-line, daily, and deep cleaning tasks.

To ensure proper cleaning, Rail Fleet Services supervisors use established cleaning criteria to rate the work activities of the cleaning crews. Monthly audits are also conducted using a comprehensive scoring system for the rail vehicles' cleanliness. The results of these audits are shared with Metro leadership, allowing adjustments to cleaning protocols if necessary.

Detailed documentation of the cleaning process is maintained at the divisions, which includes information on when the interiors, end cabs, and exteriors were last cleaned and by whom. This helps track the cleanliness status and ensures accountability throughout the cleaning procedures.

COUNTY OF LOS ANGELES CHIEF EXECUTIVE OFFICE FOR THE BOARD OF SUPERVISORS

2022-2023 CIVIL GRAND JURY RECOMMENDATIONS FOR CIVIL GRAND JURY COMPENSATION

RECOMMENDATION NO. 1.1

The BOS should increase the Civil Grand Jury (CGJ) per diem to \$100.

RESPONSE

Partially agree. This recommendation requires further analysis and evaluation of resource needs. Recommendations for additional resources will be made within the context of the overall budget, numerous funding priorities, and requests.

RECOMMENDATION NO. 1.2

The BOS should make its per diem increase retroactive to January 1, 2023. There is recent precedent in other pay adjustments for unprecedented situations within the County. Falling interest in the CGJ could be considered as such.

RESPONSE

Disagree. Consideration for per diem increase may be evaluated prospectively. Please defer to response for Recommendation No. 1.1.

RECOMMENDATION NO. 1.3

The BOS should provide CGJ jurors a mileage reimbursement equal to the IRS standard rate of 65.5¢.

RESPONSE

Disagree. The mileage rate is determined by Penal Code Section 890 which states that the Grand Jurors are paid the mileage rate application to county employees for each mile traveled in attending court.

COUNTY OF LOS ANGELES CHIEF EXECUTIVE OFFICE FOR THE BOARD OF SUPERVISORS

2022-2023 CIVIL GRAND JURY RECOMMENDATIONS FOR ELECTION OPERATIONS

RECOMMENDATION NO. 1.1

Reduce staffing early on in the election cycle. We believe this recommendation is already in progress and should continue to be implemented.

RESPONSE

Agree. The recommendation is in the process of being implemented. Registrar Recorder/County Clerk (RRCC) has implemented a staffing system where Vote Center staffing levels are ramped up the last few days of the voting period and for Election Day when the highest levels of turnout have been observed. Staffing levels are reassessed by RRCC after every election to make future elections more efficient.

RECOMMENDATION NO. 1.3

Consolidate some poll worker positions to reduce staffing early in the election cycle.

RESPONSE

Partially agree. This recommendation is in the process of being implemented. Election Worker positions are cross-trained on a variety of tasks performed at a Vote Center and are given opportunities to learn various tasks during the early voting period in preparation for the last few days of voting and Election Day. RRCC's Safe Election Plan has been updated as COVID-19 has become endemic and Election Worker responsibilities will be updated accordingly.

RECOMMENDATION NO. 1.4

Schedule in-person training closer in time to elections.

RESPONSE

Disagree. This recommendation will not be implemented. RRCC trains over 12,000 Election Workers for a countywide election. Given the scale required for a countywide election, RRCC must begin training election workers up to two months before an election. Nearly 1,000 training sessions take place over approximately ten weeks.

RECOMMENDATION NO. 1.5

Allow poll workers to repeat in-person training or provide a recorded session to Vote Center workers.

Partially agree. This recommendation has been implemented. RRCC conducts virtual and online training as a supplement to in-person training and there is no restriction on the number of times an Election Worker can attend online or virtual training. RRCC trains more than 12,000 Election Workers for a countywide election and allowing Election Workers to attend more than once would require a capacity larger than the Department has. This recommendation would require a longer election worker training schedule and could increase costs to provide more trainers and classes.

RECOMMENDATION NO. 1.6

Split the eight-hour, in-person training for LA County poll workers into two fourhour sessions.

RESPONSE

Disagree. This recommendation will not be implemented. RRCC trains over 12,000 Election Workers for a countywide election. This recommendation would double the number of days required to train an Election Worker. There is also a logistical impact on the scheduling of Election Workers and tracking of completion. Additionally, the frequency of no-shows and the amount of training that needs to be rescheduled could also increase.

RECOMMENDATION NO. 1.7

Continue marketing efforts with other jurisdictions for VSAP software to offset development costs.

RESPONSE

Partially agree. This recommendation is in the process of being implemented. RRCC's intent is not to market its voting system to other jurisdictions and function as an elections system vendor. The intent of the Voting Solutions for All People (VSAP) is to share the technology and allow other jurisdictions to leverage the technology and information we have developed. The VSAP Open Source Workgroup was established to aid in the creation of an open source plan and the establishment of a governance model. The workgroup created a high-level plan to define the required steps to establish a governance team, determine licensing models, define infrastructure and policies, and determine the ongoing lifecycle and management of VSAP Open Source. This plan is a recommended approach based on research and input from industry experts. All final recommendations and approaches should be governed and authorized by the Secretary of State or relevant regulatory authority before moving forward with implementation.

RECOMMENDATION NO. 1.8

Produce a published report of the 2022 Gubernatorial Election and previous elections using the Vote Center paradigm focusing on possible improvements in staffing; staff training; Vote Center locations; Vote Center equipment; and election processes and procedures for the BOS.

Disagree. This recommendation will not be implemented. RRCC is committed to a continuous improvement process. Following each election, a debrief/critique is conducted to identify areas for improvement. Surveys are also used to measure different performance metrics such as voter experience and election worker experience. RRCC is committed to continuing to gather data to improve voting experience and make processes more effective and efficient.

COUNTY OF LOS ANGELES CHIEF EXECUTIVE OFFICE FOR THE BOARD OF SUPERVISORS

2022-2023 CIVIL GRAND JURY RECOMMENDATIONS FOR HAVE WE M.E.T.? Mental Health Evaluation Teams and How They Work

RECOMMENDATION NO. 1.1

DPH/Department of Health Services (DHS)/DMH/BOS should prioritize recruitment of additional mental health clinicians. Among other possibilities additional benefits, financial incentives, tuition reimbursements or student loan buyouts, and flexible schedules should all be explored.

RESPONSE:

Agree. This recommendation is in the process of being implemented. The departments continue to prioritize recruitment of clinicians and explore various recruitment incentives.

RECOMMENDATION NO. 1.2a

DMH/BOS should permit Mental Health Evaluation teams to use outside clinicians procured under contract from private companies, if DMH cannot provide sufficient personnel. Agencies should be reimbursed in whole or in part for such hires.

RESPONSE

Agree. This recommendation has been implemented. Recommendations for additional resources will be made within the context of the overall budget, numerous funding priorities, and requests.

RECOMMENDATION NO. 1.2b

DMH/BOS should allow agencies to hire specially trained employees (non-certified, but equally qualified), in place of DMH employed mental health professionals, if DMH cannot provide sufficient personnel. Agencies should be reimbursed in whole or in part for such hires.

RESPONSE

Agree. This recommendation has been implemented. Recommendations for additional resources will be made within the context of the overall budget, numerous funding priorities, and requests.

RECOMMENDATION NO. 1.3

BOS/Los Angeles Sheriff Department (LASD)/Los Angeles County Fire Department (LACoFD)/Los Angeles Police Department (LAPD) and the Los Angeles City Council (LACC) should authorize an update or replacement of the current Computer Aided Dispatch (CAD) system to integrate it with systems in use by other agencies.

Agree. This recommendation requires further analysis. The BOS defers to the LASD's response for details of the analysis and evaluation of resource needs. Recommendation for additional resources will be made within the context of the overall budget, numerous funding priorities, and requests.

RECOMMENDATION NO. 1.4a

BOS/DMH/DPH/DHS should improve patient navigation services for recipients of emergency mental health services or allow agencies to provide their own patient navigation personnel to enable them to provide expanded services.

RESPONSE

Agree. This recommendation has been implemented. The departments have undertaken a variety of initiatives to facilitate patient navigation.

RECOMMENDATION NO. 1.4b

LACoFD should be authorized to provide their own patient navigation personnel. The agency should be reimbursed by the County in whole or in part for such hires.

RESPONSE

Partially Disagree. This recommendation requires further analysis. The BOS defers to LACoFD's response for details on the analysis and evaluation of resource needs. Recommendation for additional resources will be made within the context of the overall budget, numerous funding priorities, and requests.

RECOMMENDATION NO. 1.6

BOS/DMH/DHS/DPH should authorize the development and staffing of additional Psychiatric Urgent Care Centers and Sobering Centers in key locations to help provide sufficient placements of mental health patients.

RESPONSE

Agree. This recommendation has been implemented. Recommendations for additional resources will be made within the context of the overall budget, numerous funding priorities, and requests.

RECOMMENDATION NO. 1.7

DMH/DPH/DHS and the BOS should substantially increase the number of rescue transport vehicles in service to promote additional opportunities for persons in need.

<u>RESPONSE</u>

Agree. This recommendation has been implemented. Recommendations for additional resources will be made within the context of the overall budget, numerous funding priorities, and requests.

RECOMMENDATION NO. 1.8a

Given the need for the construction of additional mental health campuses and permanent supportive care for mentally ill patients, the BOS and LACC should endeavor to fully support and participate in the Governor's efforts to provide construction funding and programs.

RESPONSE

Agree. This recommendation has been implemented. Recommendations for additional resources will be made within the context of the overall budget, numerous funding priorities, and requests.

RECOMMENDATION NO. 1.8b

In order to provide additional long-term mental health campuses, residential settings, and permanent supportive housing the BOS and LACC should prioritize acquiring, renovating, and opening mental health facilities.

RESPONSE

Agree. This recommendation has been implemented. Recommendations for additional resources will be made within the context of the overall budget, numerous funding priorities, and requests.

RECOMMENDATION NO. 1.9

In order to provide the Mental Health Evaluation "H (Henry) 918" Division more autonomy and greater scope of service, the LASD should authorize creation of an independent Mental Health Evaluation Bureau. This will give the MET team the ability to expand its operations and to explore various pilot programs.

RESPONSE

Agree. This recommendation requires further analysis. The BOS defers to the LASD's response for details of the analysis and evaluation of resource needs. Recommendation for additional resources will be made within the context of the overall budget, numerous funding priorities, and requests.

COUNTY OF LOS ANGELES CHIEF EXECUTIVE OFFICE FOR THE BOARD OF SUPERVISORS

2022-2023 CIVIL GRAND JURY RECOMMENDATIONS FOR HOUSING VOUCHERS FOR LOW-INCOME AND HOMELESS ANGELENOS

RECOMMENDATION NO. 1.20

The Housing Authority of the City of Los Angeles' (HACLA's) and Los Angeles County Development Authority's (LACDA's) Housing Choice Voucher (HCV) and Emergency Housing Voucher (EHV) programs should be administered by one agency by agreement among the County of Los Angeles Board of Supervisors, the Los Angeles City Council and Mayor, HACLA and LACDA. This will eliminate unnecessary duplication of effort and expense, enable Los Angeles residents to use an agency with a demonstrated excellent track record and promote efficiency. This recommendation relates to Findings 20, 21 and 22, and each of them.

RESPONSE

Disagree. This recommendation will not be implemented.

LACDA enjoys a close working relationship with the City of Los Angeles as well as the 17 other public housing agencies operating within the County. The LACDA has taken a regional approach to align its policies and in the implementation of its programs. To that end, the LACDA works very closely with these agencies; especially with HACLA to address utilization, interagency Memorandum of Understanding agreements to streamline lease-up and reduce barriers to access, and the creation of a universal housing application. In fact, both the LACDA and HACLA often attend landlord recruitment and education events together to demonstrate their collaborative relationship.

COUNTY OF LOS ANGELES CHIEF EXECUTIVE OFFICFER FOR THE BOARD OF SUPERVISORS

2022-2023 CIVIL GRAND JURY RECOMMENDATIONS FOR THE INMATE RECEPTION CENTER (IRC)

RECOMMENDATION NO. 6.1

The entire Automated Justice Information System (AJIS) system must be replaced with a modern information system that utilizes data integration techniques. This will provide SECURE, fast, accurate, and complete information for the staff and managers, and provide fair and timely treatment for the inmates. Until the information system is modernized, the IRC will not be able to improve its performance significantly. All other improvements are dependent on putting in place a system that can interact with the similar systems of other relevant agencies, especially the Court.

RESPONSE

Agree. This recommendation will be implemented per the Chief Information Office's (CIO) response. The BOS defers to the CIO's response for implementation details.

RECOMMENDATION NO. 6.2

The County should develop an information system capable of receiving data and communications from the Court. It is imperative that these two systems communicate because a real time, interactive system will significantly decrease the time that inmates are held at the Inmate Reception Center (IRC).

<u>RESPONSE</u>

Agree. This recommendation will be implemented per the CIO's response. The BOS defers to the CIO's response for implementation details.

RECOMMENDATION NO. 6.3

Whether a new system is built in-house or contracted out, staff must be included in every step of the design, development, testing, and implementation. If staff needs are shortchanged, the project will suffer ongoing deficiencies, and the IRC will not see maximum improvement.

RESPONSE

Agree. This recommendation will be implemented per the CIO's response. The BOS defers to the CIO's response for implementation details.

COUNTY OF LOS ANGELES CHIEF EXECUTIVE OFFICER FOR THE BOARD OF SUPERVISORS

2022-2023 CIVIL GRAND JURY RECOMMENDATIONS FOR JUVENILE JUSTICE CYA

RECOMMENDATION NO. 1.1

The Probation Department, in conjunction with the Department of Juvenile Justice and the BOS, shall develop a system for managing juvenile offenders which recognizes and facilitates the care and rehabilitation of juvenile offenders.

RESPONSE

Agree. The recommendation has been implemented. The BOS defers to the Probation Department's response for further information on the implementation.

RECOMMENDATION NO. 1.2(a)

The leaking steam-vent issue at Central Juvenile Hall must be addressed immediately, as it constitutes a serious hazard to the incarcerated juveniles.

RESPONSE

Agree. The recommendation will be implemented during FY 2023-24. The BOS defers to the Probation Department's response for further information on the implementation.

RECOMMENDATION NO. 1.2 (b)

The County must immediately begin substantial physical renovation of both the Central and Nidorf juvenile facilities to make those facilities acceptably habitable for youthful offenders.

RESPONSE

Agree. The recommendation has been implemented. The BOS defers to the Probation Department's response for further information on the implementation.

RECOMMENDATION NO. 1.2 (c)

The County must find some alternative facility in which to house juvenile offenders until such renovations can be achieved.

RESPONSE

Agree. The recommendation has been implemented. The BOS defers to the Probation Department's response for further information on the implementation.

RECOMMENDATION NO. 1.3

Allotment of funds must be a top priority. An immediate large-scale financial investment in the juvenile justice system is required to provide adequate facilities and services for the juveniles detained.

Agree. This recommendation has been implemented with existing resources. The BOS defers to the Probation Department's response for further information.

RECOMMENDATION NO. 1.4

The Probation Department must institute or upgrade programs that encourage incarcerated juveniles to become aware, and to understand, that there are consequences for inappropriate behavior, whether in or out of detention facilities.

RESPONSE

Agree. The recommendation has been implemented. The BOS defers to the Probation Department's response for further information on the implementation.

RECOMMENDATION NO. 1.5

Probation officers and custody officers assigned to juvenile facilities must be provided with safety or protective gear to ensure their personal safety. The gear must be inventoried and restocked as appropriate.

<u>RESPONSE</u>

Agree. The recommendation requires further analysis to determine appropriate personal safety gear options best suited for detention personnel. The BOS defers to the Probation Department's response for further information.

RECOMMENDATION NO. 1.6

A new set of rules must be developed by the Probation Department that will provide consequences and accountability for juvenile offenders when they misbehave or act out, and that can be enforced without violating the rights of the juveniles.

RESPONSE

Agree. The recommendation has been implemented. The BOS defers to the Probation Department's response for further information on the implementation.

RECOMMENDATION NO. 1.7 (a)

The County must provide opportunities for juvenile offenders to be rehabilitated and educated while detained. These programs must include mandatory educational programs (up to high school graduation or GED level) and career training options.

RESPONSE

Agree. The recommendation has been implemented. The BOS defers to the Probation Department's response for further information on the implementation.

RECOMMENDATION NO. 1.7 (b)

Advanced educational programs, career training, enrichment programs (such as art and music), and physical activities should be provided and encouraged.

Agree. The recommendation has been implemented. The BOS defers to the Probation Department's response for further information on the implementation.

RECOMMENDATION NO. 1.8

Twenty-four-hour on-site counseling and mental health care, and on-going family reunification services, must be made available to juveniles detained at all juvenile halls and camps.

RESPONSE

Partially agree. The recommendation will not be implemented as mental health care is not provided 24/7 onsite.

RECOMMENDATION NO. 1.9 (a)

Probation officers and staff members must be educated to treat even violenceprone juvenile offenders with respect and tolerance without putting anyone at risk of harm.

RESPONSE

Agree. The recommendation has been implemented. The BOS defers to the Probation Department's response for further information on the implementation.

RECOMMENDATION NO. 1.9 (b)

Violence-prone juvenile offenders must be educated/counseled to understand that accountability will be imposed and that there will be consequences for bad actions while detained.

<u>RESPONSE</u>

Agree. The recommendation has been implemented. The BOS defers to the Probation Department's response for further information on the implementation.

RECOMMENDATION NO. 1.10 (a)

Probation and custody officer staffing problems at juvenile facilities must be addressed and appropriate hiring implemented, along with increased training programs for new hires. This is a major issue.

RESPONSE

Agree. The recommendation has been implemented. The BOS defers to the Probation Department's response for further information on the implementation.

RECOMMENDATION NO. 1.10 (b)

Probation and custody officers must be trained to recognize emerging problems and to take appropriate actions to defuse potentially violent situations.

RESPONSE

Agree. The recommendation has been implemented. The BOS defers to the Probation Department's response for further information on the implementation.

RECOMMENDATION NO. 1.10 (c)

Counseling, mental health services, and wellness programs should be instituted for probation officers and staff members who are not coming in to work because of injuries, stress, and other management issues.

RESPONSE

Agree. The recommendation has been implemented. The BOS defers to the Probation Department's response for further information on the implementation.

RECOMMENDATION NO. 1.11

Probation and custody officers must be given additional and ongoing training to enable them to handle juveniles who act up or act out with physical violence.

RESPONSE

Agree. The recommendation is being implemented. The BOS defers to the Probation Department's response for further information on the implementation.

COUNTY OF LOS ANGELES CHIEF EXECUTIVE OFFICE FOR THE BOARD OF SUPERVISORS

2022-2023 CIVIL GRAND JURY RECOMMENDATIONS FOR LACK OF HOUSING. THE SOCIAL INJUSTICE OF THE 21ST CENTURY.

RECOMMENDATION NO. 1.1

Going forward, the City and County should ensure subsidy funding for Emergency Housing Vouchers (EHV) vouchers.

• EHV voucher funding will end in the fall of 2023.

<u>RESPONSE</u>

Partially agree. This recommendation will not be implemented as jurisdiction for this recommendation falls outside of the County. The County agrees with the need to ensure subsidy funding for EHV vouchers; however, since the EHV is a federally funded program, the County is unable to ensure subsidy funding for EHV vouchers. It should be noted that funding for the EHVs won't end in the fall of 2023, but rather new participants cannot be added beyond the fall of 2023. Additionally, as part of the County's advocacy efforts, LACDA as well as the County of Los Angeles BOS meet with members of the County's Congressional delegation on an annual basis to advocate for continued and increased funding for programs addressing housing and homelessness, such as the EHV program. It is our hope that the Federal government will fold the EHV program into the Housing Choice Voucher (HCV) program prior to the sunset of the EHV program.

RECOMMENDATION NO. 1.5

The City and County should find other ways of funding PSH.

• Public construction of low-income, permanent supportive housing (PSH) is usually accomplished by leveraging the funds from several different sources.

<u>RESPONSE</u>

Agree. This recommendation has been implemented. While PSH usually requires the leveraging of funds from several different sources, the City and County have identified new ways of funding PSH. Both the City and County provide subsidies for capital, rent, and supportive services for PSH utilizing various sources of funding. For example, the City recently found another way to fund PSH by passing Measure ULA, which is estimated to generate over \$600M annually to fund subsidized housing development, housing acquisition and rehabilitation, rent assistance, and other housing- and homelessness-related purposes in the City of LA. In addition, the LACDA has recently issued Notices of Funding Availability for capital subsidy using one-time ARP funds, in addition to the County's annual allocation of Affordable Housing Program Budget Funds and the State's No Place Like Home funds. Further, the County has pursued funding for permanent supportive housing development through the State's Homekey Program, which has awarded the County funds to develop more than 900 units, with additional proposals under consideration at this time. This funding, in combination with County funds, has enabled development of PSH with just two funding sources in most cases. Additionally, the L.A. County Affordable Housing Solutions Agency was recently formed to provide an additional facet of regional focus on creating more affordable housing, including PSH, throughout all of Los Angeles County (County).

RECOMMENDATION NO. 1.6

The City and County must streamline the land acquisition process by removing unnecessary restrictions.

• Land acquisition is hampered by restrictive zoning and other obstructive regulations.

RESPONSE

Agree. This recommendation has been implemented. In recent years, the County has passed numerous housing ordinances— Accessory Dwelling Unit (ADU) Ordinance, Density Bonus Ordinance, By Right Housing Ordinance, Housing Preservation Ordinance, Interim and Supportive Housing Ordinance—to remove barriers to housing.

The <u>Housing Element</u>, adopted by the BOS, includes proposed and ongoing programs that reduce regulatory barriers and provide incentives for private development. In recent years, the County has made significant progress in improving its development review process and procedures, as well as modifying development standards to facilitate residential development. There remain additional opportunities to remove barriers from the Zoning Code to accommodate the changing housing needs for unincorporated LA County. Another barrier is the entitlement process itself, which the County has helped to streamline through ordinance amendments, organizational change, technology, and increased efficiencies in case processing.

RECOMMENDATION NO. 1.9

The City and County should appoint someone whose responsibility is to sue violating landlords, possibly contracting with private attorneys.

RESPONSE

Partially agree. This recommendation requires further analysis.

On June 18, 2019, the BOS amended the County Code, Title 8 – Consumer Protection, Business and Wage Regulations Amendment Ordinance for adoption by repealing Chapter 8.58 entitled, "Mobilehome Park Tenant Protections," and adding Chapter 8.58 entitled, "Source of Income Protection," which prohibits discrimination

based on an individual's source of income with respect to residential rental properties in the unincorporated territory of the County, except those properties that are defined as exempt.

The County currently funds the Housing Rights Center (HRC) to provide information and assistance to renters on matters concerning renters' rights, including source of income discrimination. HRC will also follow up directly with violating property owners, by phone or through written correspondence in an attempt to gain compliance, similar to the other jurisdictions cited in the report.

Also, County Code Sections 8.52.130.B(6) provide Anti-Harassment protections to tenants if a landlord violates any law which prohibits discrimination based on source of income. In addition, Section 8.52.170 allows tenant, or any person or entity acting on behalf of the tenant, including the County, to bring a civil action and/or proceeding for violation of Chapter 8.52, for civil penalties, injunctive, declaratory and other equitable relief, restitution and reasonable attorneys' fees and costs. There are similar provisions in Chapter 8.57.

Most recently, on July 11, 2023, the BOS asked County Counsel, in collaboration with the Department of Consumer and Business Affairs (DCBA), to report back within 10 months with a Right to Counsel ordinance for adoption to provide legal representation to eligible tenants. This ordinance would provide eligible tenants legal representation for any private civil lawsuits.

(https://file.lacounty.gov/SDSInter/bos/supdocs/182295.pdf)

RECOMMENDATION NO. 1.11

The County should build the prescribed Housing Element Allotment units.

• The County's Housing Element Allotment is to build 5,644 new units in the unincorporated areas of the County.

RESPONSE

Disagree. This recommendation will not be implemented. The Regional Housing Needs Allocation (RHNA) as determined by SCAG for unincorporated Los Angeles County for the 2021-2029 Housing Element is 90,052, of which 39,339 must be for low- and very low-income households. Under State housing element law, the Housing Element and its attendant RHNA does not require or assign responsibility to any jurisdiction for the delivery or construction of units; rather, the RHNA for unincorporated County is the number of housing units that the County is required to plan for through its zoning authority. As such, the County is not responsible for the construction of any housing units.

RECOMMENDATION NO. 1.12 (b)

The County should use these new laws to encourage development and conversion of underutilized and vacant commercial buildings into housing.

• The State has passed SB 6 and AB 211 that allows conversion of underutilized and vacant commercial buildings to be converted into housing.

Agree. This recommendation will be implemented. Both bills allow for residential development in mixed use and commercial areas, which is consistent with existing General Plan and zoning regulations in commercial and mixed-use zones in unincorporated LA County. In addition, the County is working on an adaptive reuse ordinance to identify additional incentives to encourage and streamline the adaptive reuse of underutilized and vacant commercial buildings into housing.

Additionally, the LACDA's Notice of Funding Availability (NOFA) does not prohibit the development of affordable housing using alternative development methodologies as long as they meet the NOFA guidelines. As such, the conversion of underutilized and vacant commercial buildings would be well-received as other methodologies such as manufactured housing and motel conversions have already been eligible for our funding. Affordable housing developers are most knowledgeable and proactive in identifying emerging opportunities in acquisition, construction, and financing that are the most effective in addressing the development of affordable housing.

RECOMMENDATION NO. 1.19

No recommendation

RESPONSE

No response

RECOMMENDATION NO. 1.20

There should be more voucher subsidies available to allow new permanent housing to be accessed by low-income applicants.

• The total allotment for U.S. Department of Housing and Urban Development (HUD) vouchers for the City is 58,000 per year.

<u>RESPONSE</u>

Agree. This recommendation will not be implemented as jurisdiction for this recommendation falls to the federal government. Voucher subsidies that support new permanent housing are federally funded, as allotted by HUD to public housing agencies. The City and County of Los Angeles each receive a separate allocation. As part of the County's advocacy efforts, the LACDA as well as the BOS meet with members of the County's Congressional delegation on an annual basis, to advocate for continued and increased funding for programs addressing housing and homelessness, such as voucher subsidies.

RECOMMENDATION NO. 1.21

The City and County should enforce the anti-discrimination laws against landlords.

Many landlords violate the antidiscrimination law regarding renting to potential voucher holders

Partially agree. This recommendation requires further analysis.

On June 18, 2019, the BOS amended the County Code, Title 8 - Consumer Protection, Business and Wage Regulations Amendment Ordinance for adoption amending County Code, Title 8 - Consumer Protection, Business and Wage Regulations by repealing Chapter 8.58 entitled, "Mobilehome Park Tenant Protections," and adding Chapter 8.58 entitled, "Source of Income Protection," which prohibits discrimination based on an individual's source of income with respect to residential rental properties in the unincorporated territory of the County, except those properties that are defined as exempt.

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Most recently, on July 11, 2023, the BOS asked County Counsel, in collaboration with DCBA, to report back within 10 months with a Right to Counsel ordinance for adoption to provide legal representation to eligible tenants. This ordinance would provide eligible tenants legal representation for any private civil lawsuits. (https://file.lacounty.gov/SDSInter/bos/supdocs/182295.pdf)

COUNTY OF LOS ANGELES CHIEF EXECUTIVE OFFICE FOR THE BOARD OF SUPERVISORS

2022-2023 CIVIL GRAND JURY RECOMMENDATIONS FOR LOS ANGELES COUNTY FIRE DEPARTMENT WORKERS' COMPENSATION

RECOMMENDATION NO. 1.1.a

The CEO should carefully consider its renewal options with Sedgwick as the solesource contracted Third Party Administrator (TPA) for workers compensation (WC) claims administration by soliciting multiple TPAs and awarding at least two independent contracts.

RESPONSE

Agree. This recommendation has been implemented. The BOS defers to the Chief Executive Office's (CEO) response for further information on the implementation.

RECOMMENDATION NO. 1.1.b

LACoFD should be invited to participate in the development of the renewal of the TPA Unit C contract.

RESPONSE

Disagree. This recommendation will not be implemented. The BOS defers to the LACoFD and CEO's response for further information.

RECOMMENDATION NO. 1.2.a

LACoFD, working with the CEO and Department of Human Resources (DHR), should amend the existing TPA Unit C contract with Sedgwick to include detailed Account Service Instructions (ASIs) on preferred methods of claims management for the remainder of the existing contract. Future contracts with any TPA must include these ASIs.

RESPONSE

Disagree. This recommendation will not be implemented. The BOS defers to the LACoFD and CEO's responses for further information.

RECOMMENDATION NO. 1.2.b

The Account Service Instructions (ASI) amendments should direct Sedgwick adjusters to provide "point of entry" authorization for all firefighter WC claims for the remainder of the existing contract. Future contracts with any TPA must include these ASIs.

RESPONSE

Disagree. This recommendation will not be implemented. The BOS defers to the LACoFD and CEO's responses for further information.

RECOMMENDATION NO. 1.2.c

The ASI amendments should include penalties for delays in claims caused by Sedgwick's claims handling that result in LACoFD having to use overtime staffing for the remainder of the existing contract. Future contracts with any TPA must include these ASIs.

RESPONSE

Disagree. This recommendation will not be implemented. The BOS defers to the LACoFD and CEO's responses for further information on the implementation.

RECOMMENDATION NO. 1.2.d

LACoFD should consider arranging "ride-alongs" to help claims adjusters better understand the nature of firefighters work by observing their activities.

RESPONSE

Disagree. This recommendation will not be implemented. The BOS defers to the LACoFD's response for further information on the implementation.

RECOMMENDATION NO. 1.3

The ASI amendments should authorize TPA adjusters to pay up to 25 percent more than the Office Medical Fee Schedule (OMFS) standard fees for doctors to treat firefighter patients in order to expedite treatment and recovery for the remainder of the existing contract. Future contracts with any TPA must include these ASIs.

<u>RESPONSE</u>

Disagree. This recommendation will not be implemented. The BOS defers to the LACoFD and the CEO's responses for further information on the implementation.

RECOMMENDATION NO. 1.4

LACoFD should work with DHR to expand the contracted clinic network to expedite treatment for the most common firefighter injuries, particularly orthopedic injuries.

RESPONSE

Partially agree. This recommendation will be implemented.

The CEO will implement this recommendation and provide clarification. The workers' compensation medical provider network (MPN) is administered by CorVel Corporation (CorVel) under contract with the County. Currently, Local 1014, Fire Management, and CEO staff are discussing the expansion of the prior authorization program. New facilities will be vetted by participating parties (including CorVel), and after consensus is reached, included in the prior authorization program. DHR is not involved with this process.

RECOMMENDATION NO. 1.5

LACoFD should authorize firefighters' WC claims immediately, and not contest such claims, except where fraud or demonstrable misconduct is suspected.

Disagree. This recommendation will not be implemented. The BOS defers to the LACoFD and the CEO's responses for further information on the implementation.

RECOMMENDATION NO. 1.6.a

LACoFD should offer financially attractive buy-outs of California Labor Code (LC) 4850 benefits for firefighters who are permanently disabled or forced by injuries into retirement. This would allow firefighters to retire and be replaced by permanent hires.

RESPONSE

Partially disagree. This recommendation requires further analysis. Settlements of LC 4850 benefits may not be supported by existing law and would unlikely be approved by the Workers' Compensation Board. The analysis of all settlements needs to be conducted on a case-by-case basis and subject to review and approval of all parties. The BOS defers to the LACoFD and the CEO's responses for further information on the implementation.

RECOMMENDATION NO. 1.6.b

LACoFD should continue to offer frequent Academy classes in order to hire more recruits. This will reduce reliance on backfill overtime staffing.

RESPONSE

Agree. This recommendation has been implemented. The BOS defers to the LACoFD's response for further information on the implementation.

RECOMMENDATION NO. 1.7.a

LACoFD should make full use of CEO Risk Management's Ventiv Claims Enterprise (VCE) to manage WC claims and its Return-to-Work (RTW) program.

RESPONSE

Agree. This recommendation will be implemented. The BOS defers to the LACoFD and the CEO's responses for further information on the implementation.

RECOMMENDATION NO. 1.7.b

DHR should assist LACoFD by developing a comprehensive Disability Compliance Record module as part of VCE.

RESPONSE

Agree. This recommendation will be implemented. The BOS defers to the LACoFD and the CEO's responses for further information on the implementation.

RECOMMENDATION NO. 1.8

LACoFD should continue to develop creative RTW strategies, such as remote work by computer, work from home, and community service work.

<u>RESPONSE</u>

Agree. This recommendation has been implemented. The BOS defers to the LACoFD's response for further information on the implementation.

RECOMMENDATION NO. 1.9

LACoFD should continue to emphasize firefighter training and physical and mental fitness programs to control the frequency and severity of injuries/illnesses.

RESPONSE

Agree. This recommendation will be implemented. The BOS defers to the LACoFD's response for further information on the implementation.

RECOMMENDATION NO. 1.10

LACoFD should continue to reach out to firefighters on disability through frequent personal contact by peers and supervisors as part of its employee wellness programs.

<u>RESPONSE</u>

Agree. This recommendation has been implemented. The BOS defers to the LACoFD's response for further information on the implementation.

COUNTY OF LOS ANGELES CHIEF EXECUTIVE OFFICER FOR THE BOARD OF SUPERVISORS

2022-2023 CIVIL GRAND JURY RECOMMENDATIONS FOR SHERIFF'S OPERATIONS

RECOMMENDATION NO. 1.1(a)

If Law Enforcement Gang (LEG) membership is disclosed, the staff admission should be noted in employee personnel file and submitted to an intra-office database tracking LEG membership, rehabilitation and recidivism.

RESPONSE

Agree. This recommendation has been implemented per the LASD's response.

RECOMMENDATION NO. 1.1(b)

If willingly disclosed, leadership personnel should flag employee for counseling and constructive monitoring.

RESPONSE

Agree. This recommendation has been implemented per the LASD's response.

RECOMMENDATION NO. 1.1(c)

If uncovered involuntarily, staff belonging to an LEG must begin an immediate review process to determine membership and follow a termination process consistent with the law and due process.

<u>RESPONSE</u>

Agree. This recommendation has been implemented per the LASD's response.

RECOMMENDATION NO. 1.1(d)

If leadership is made known of a staff member's involvement in an LEG and action is ignored, punishment delayed or aid provided to conceal illegal gang status, they should be immediately removed from ranked duties pending review.

RESPONSE

Agree. This recommendation has been implemented per the LASD's response.

RECOMMENDATION NO. 1.2

All identified LEG logos and emblems, including the "Fort Apache" logo at the East LA Station, must be removed from all LASD stations and property.

RESPONSE

Agree. This recommendation has been implemented per the LASD's response. The BOS defers to the LASD response for implementation details.

RECOMMENDATION NO. 1.3

LASD personnel must hold themselves to a strict non-partisan personae while in uniform and comply strictly with official policies and procedures.

RESPONSE

Agree. This recommendation has been implemented per the LASD's response. The BOS defers to the LASD's response.

RECOMMENDATION NO. 1.4

LASD and oversight monitors should publicize the existence of the Special Counsel by adding contact information somewhere on their public websites.

RESPONSE

Disagree. This recommendation falls outside the jurisdiction of LASD and will not be implemented per the LASD's response. The BOS defers to LASD's response for additional details.

RECOMMENDATION NO. 1.5(a)

The Constitutional Policing Advisors (CPA) should participate in teambuilding exercises with Station Sergeants to get them familiar with the role of the unit and understand the importance of disseminating, implementing and upholding the CPA's recommendations.

RESPONSE

Agree. This recommendation will be implemented per the LASD's response.

RECOMMENDATION NO. 1.6

CPAs should publish written progress reports published to a dedicated tab located on lasd.org/transparency.

<u>RESPONSE</u>

Agree. This recommendation will be implemented per the LASD's response.

RECOMMENDATION NO. 1.7

Add a link on the lasd.org TRANSPARECY page listing ongoing consent decrees, restraining orders and lawsuits involving oversight monitors.

RESPONSE

Agree. This recommendation has been implemented per the LASD's response. The BOS defers to the LASD's response for implementation details.

RECOMMENDATION NO. 1.8

Require a brief, written discussion of events leading up to the shooting incident and any findings or results in order to give videos context.

RESPONSE

Partially agree. This recommendation requires further analysis by the LASD. The BOS defers to the LASD's response for details of the analysis.

RECOMMENDATION NO. 1.9

All weapon discharge cases should be submitted to the District Attorney's (DA) office for outside review.

RESPONSE

Agree. This recommendation will be implemented per the LASD's response.

RECOMMENDATION NO. 1.10(a)

The Incoming Sheriff's Information Bureau (SIB) director should establish new Information policies and procedures to reflect modern marketing and information sharing trends.

RESPONSE

Agree. This recommendation will be implemented per the LASD's response. The BOS defers to the LASD's response for implementation details.

RECOMMENDATION NO. 1.10(b)

Collaborate with the Community Oriented Policing Services (COPS) Bureau to ensure updated policies and procedures are focused on best practices on how the public should best receive Department communications.

RESPONSE

Agree. This recommendation will be implemented per the LASD's response. The BOS defers to the LASD's response for implementation details.

RECOMMENDATION NO. 1.11

Implement Community Advisory Committees (CAC) Department-wide.

RESPONSE

Agree. This recommendation will be implemented per the LASD's response. The BOS defers to the LASD's response for implementation details.

RECOMMENDATION NO. 1.12

Law Enforcement (LE) Bystander Training programs like the Department of Justice's (DOJ) Active Bystandership in Law Enforcement Project (ABLE) should be incorporated into standing LASD Training.

RESPONSE

Agree. This recommendation will be implemented per the LASD's response. The BOS defers to the LASD's response for implementation details.

RECOMMENDATION NO. 1.13

The DA's Office must develop a quick evaluation to determine if a case needs immediate action or if could be kicked back to the LASD for an internal investigation.

RESPONSE

Disagree. This recommendation is outside the jurisdiction of LASD and will not be implemented per the DA's and LASD's response. The BOS defers to the DA's and LASD's response for further details.

COUNTY OF LOS ANGELES CHIEF EXECUTIVE OFFICE FOR THE BOARD OF SUPERVISORS

2022-2023 CIVIL GRAND JURY RECOMMENDATIONS FOR STORM WATER CAPTURE AND WASTEWATER REUSE

RECOMMENDATION NO. 1.5

The BOS should provide funding for sediment removal behind dams, enlargement of spreading basins, and purchase of property for additional spreading basins.

RESPONSE

Agree. This recommendation continues to be implemented.

The County of Los Angeles Department of Public Works (DPW) has and intends to continue to make recommendations to the BOS to approve sediment removal projects from dams and spreading basins and projects to create new or enhance/expand existing spreading basins. The Los Angeles County Flood Control District has numerous ongoing and planned reservoir restoration projects to remove accumulated sediment and/or to maintain/enhance storage capacity at its dams.

RECOMMENDATION NO. 1.11

The BOS should provide funding for the design and construction of a backbone purple water system.

RESPONSE

Disagree. This recommendation will not be implemented.

The BOS continues to focus on governance and policymaking, ensuring efficient and effective allocation of public resources, leveraging regional partnerships for funding opportunities, and addressing various community needs. As such, the BOS has led the collaborative effort of highlighting the need for regional water resilience through collaborative strategies.

Recognizing the new climate reality and the need to be thoughtful stewards of future water supplies, the BOS envisioned and directed the development of a Countywide water plan focused on collaborative management of Los Angeles County's water resources.

The draft County Water Plan focuses on leveraging local resource development like maximizing recycled water through agency-led projects and the Safe, Clean Water Program. To avoid duplication of efforts and to maximize efficiency, the BOS will continue to utilize the County Water Plan framework to work with recycled water agencies to accomplish the goals of the Plan through facilitation of partnerships and information-sharing between agencies, including the support of existing efforts related to planned regional recycled water programs.

RECOMMENDATION NO. 1.15

Los Angeles Department of Water and Power should continue to remediate the San Fernando Basin to allow the reopening of wells that are currently closed.

RESPONSE

Disagree. This recommendation will not be implemented as jurisdiction for the implementation falls outside the County.

The remediation of the San Fernando Basin and decisions regarding the reopening of wells fall under the jurisdiction of the Los Angeles Department of Water and Power.

RECOMMENDATION NO. 1.16

The BOS should work with State Government to establish expedited procedures for water supply and water remediation projects.

<u>RESPONSE</u>

Agree. This recommendation continues to be implemented.

The BOS will continue to collaborate with State partners and provide a consistent regional voice on efforts to improve permitting and regulations related to water supply and water remediation projects.

COUNTY OF LOS ANGELES CHIEF EXECUTIVE OFFICE FOR THE BOARD OF SUPERVISORS

2022-2023 CIVIL GRAND JURY RECOMMENDATIONS FOR Zero Emissions and Air Quality Monitoring

RECOMMENDATION NO. 1.6

This committee supports the option of green hydrogen but recommends that the exposure of nitrous oxide pollution be identified and eliminated in its energy applications.

RESPONSE

Agree. This recommendation will not be implemented as jurisdiction for the implementation falls outside the County.

Green hydrogen is produced using renewable energy. Once the hydrogen is produced, it can be used to generate carbon-free electricity through fuel cells or combustion turbines. When hydrogen is used in fuel cells, the byproducts are heat and water vapor. However, hydrogen can also be combusted like gas to produce electricity, which creates water vapor and nitrogen oxide byproducts.

Nitrogen oxide emissions from fired combustion equipment are regulated by the Air Quality Management Districts (AQMD), of which there are two that cover the County: Antelope Valley AQMD and South Coast AQMD. All owners and operators of equipment or facilities that may emit nitrogen oxide must meet AQMD permitting requirements and not exceed established emissions thresholds.

RECOMMENDATION NO. 1.7

Nitrous oxides need to be contained during hydrogen production operations.

RESPONSE

Agree. This recommendation will not be implemented as jurisdiction for the implementation falls outside the County.

Green hydrogen is produced using renewable energy. Once the hydrogen is produced, it can be used to generate carbon-free electricity through fuel cells or combustion turbines. When hydrogen is used in fuel cells, the byproducts are heat and water vapor. However, hydrogen can also be combusted like gas to produce electricity, which creates water vapor and nitrogen oxide byproducts.

Nitrogen oxide emissions from fired combustion equipment are regulated by the AQMD, of which there are two that cover the County: Antelope Valley AQMD and South Coast AQMD. All owners and operators of equipment or facilities that may emit nitrogen oxide must meet AQMD permitting requirements and not exceed established emissions thresholds.

RECOMMENDATION NO. 1.8

(a) Schools, county/city public agencies/buildings, and commercial offices should be retrofitted with energy efficient systems, thereby modeling consistent ZE goals and practices.

(b) Construction building codes should reflect ZE goals.

RESPONSE

Agree. This recommendation will be implemented.

The BOS issued a motion on March 15, 2022 titled, "Ensuring the Equitable Decarbonization of Buildings," directing multiple County departments including the Chief Sustainability Office (CSO) and DPW in partnership with the CEO and Department of Regional Planning to reduce local air pollution and global climate change effects from building emissions. A coordinated effort is pending to develop recommendations for an ordinance or building code changes that would phase in the decarbonization of all new residential and commercial construction and substantial renovations. The recommendations are currently scheduled to be submitted to the BOS in November 2023.

RECOMMENDATION NO. 1.9

To comply with SB 1383, separating food waste from regular garbage disposal into green collection bins and its collection needs to be closely monitored.

RESPONSE

Agree. This recommendation has been implemented.

The BOS adopted the Zero Waste Plan on September 13, 2022, which outlines strategies and initiatives to reduce the amount of waste going to landfills and the greenhouse gas emissions created by landfill waste. The County has been amending existing waste collection contracts and developing new contracts to include mandatory organic waste collection service to all residents and businesses. The County also prepared an Organic Waste Disposal Reduction Ordinance adopted by the BOS in November 2021 to ensure the organic waste collection service is being utilized. The Sustainable Waste and Recycling Management subcommittee developed under the Infrastructure LA Workgroup meets quarterly to discuss issues related to solid waste infrastructure and SB 1383 implementation. The County continues to conduct outreach by using existing and developing new outreach.

RECOMMENDATION NO. 1.10

Each Los Angeles Sanitation District should publish updated reports on their community's adherence to SB 1383.

RESPONSE

Disagree. This recommendation will not be implemented as jurisdiction for the implementation falls outside the County.

The Los Angeles Sanitation District is not a county entity and jurisdiction falls under the Los Angeles Sanitation District.

COUNTY OF LOS ANGELES CHIEF EXECUTIVE OFFICE

2022-2023 CIVIL GRAND JURY RECOMMENDATIONS FOR AGING OUT: TRANSITIONAL AGED YOUTH

RECOMMENDATION NO. 1.1

Ongoing meetings of the MDTs must be regularly scheduled, with mandatory participation of departments, youth, foster parents, and other interested parties.

RESPONSE

Agree. The recommendation has been partially implemented and DCFS's timeline for implementation of scheduling ongoing regular meetings is January 2024. DCFS, DMH and Probation have discussed the need for improved collaboration, and discussed various strategies which would assist with better support for transitional aged youth (TAY). Further discussions are needed to determine to what degree departments outside of DCFS can allocate staff to serve as a member of MDTs.

RECOMMENDATION NO. 1.2b

DCFS and Probation should ensure that the youth obtain a driver's license or California ID card, a birth certificate, social security card, medical card, and any other pertinent documents.

DCFS and Probation should assist the youth to obtain public and privately funded services. DPSS should provide information to the TAY for general relief, CalWORKS, CalFresh, and Medi-Cal. DPH should provide information to access medical services.

DCFS and Probation should provide additional TAY services such as employment, housing, healthcare, and (for male TAYs age 18) registration with the Selective Service System. DCFS should provide training so the youth can open a bank account and apply for admission to colleges.

<u>RESPONSE</u>

Partially disagree due to some of the jurisdiction for this recommendation falls with the Social Security Administration. This recommendation has been partially implemented and will be fully implemented. DCFS and Probation already ensure TAY obtain a driver's license or California ID card, are provided with their birth certificates, a social security card, medical care and other pertinent documents. The timeframe for full implementation is estimated for 2024 and contingent upon further discussion with the Social Security Administration in addressing a streamlined and consistent protocol for DCFS to request social security cards for TAY, and other County Departments to connect and access services and resources. DCFS and Probation already ensure that TAY obtain any funds available, are referred to DPSS for assistance, and referred for employment preparedness classes, housing, life skills classes, financial literacy classes which includes information on opening a bank account and assists transition age youth with completing applications for college.

DCFS and Probation will continue to work with other county departments, such as DPSS and DPH, and continue conversations with the Social Security Administration to promote and facilitate TAY accessing relevant documents.

RECOMMENDATION NO. 1.3

DCFS and Probation should provide training to foster parents or guardians of TAYs to educate them to the procedures, assistance, and processes to effectively assist TAYs under their care during the transition period.

RESPONSE

Agree. This recommendation is expected to be fully implemented by December 1, 2023. DCFS has spoken with the FPC and FKCE about adding courses specific to supporting TAY, and they agreed to add it to their fall curriculum. In addition, Probation routinely provides training to resource families through the DPO of Record and the Probation's Youth Development Services' ILP TC. The TC provides information and support to Probation youth and their resource families. Resource families have access to the support services offered to the youth by the DPO of Record, a TC, and Resource DPO who supports foster youth directly and resource families with school related issues. The DPO of Record has the most contact with the resource families and thus provide ongoing training and coaching at each interaction. They ensure resource families are aware of the services available to them and the youth, and how to access them.

RECOMMENDATION NO. 1.3a

DCFS or Probation should require foster parents to receive training and guidance as mandated by the MDT plans. Foster parents and court appointed educational advocates must participate in educational plans with school administration and/or community organizations.

<u>RESPONSE</u>

Agree. This recommendation requires further analysis. The recommendation requires discussion with the California Department of Social Services as there is no mandate that foster parents receive specific trainings and guidance that have been determined by a MDT plan, nor that they are mandated to participate in educational plan meetings. The analysis and discussion should be completed by January 2024.

RECOMMENDATION NO. 1.3b

DCFS or Probation should provide foster parents with pertinent case history upon placement.

RESPONSE

Agree. The recommendation has been implemented as this is already mandated by DCFS's and Probation's policy and part of practice.

RECOMMENDATION NO. 1.4

DMH should provide Cognitive Behavioral Therapy in addition to all other therapy services.

RESPONSE

Agree. The recommendation has been implemented. DMH has clarified that its Juvenile Justice Clinical Team members have and continue to provide CBT, DBT, and other therapeutic (such as Evidence-based, Promising, and/or Community-Defined) practices which are guided by the Prevention and Early Intervention Plan of the MHSA to TAY.

RECOMMENDATION NO. 1.5

Each department should contribute to an Individual Transition Plan. The Individual Transition Plan should be a collaborative effort of all the involved departments, and the implementation should begin when the TAY reaches age 16. DCFS or Probation should develop one cohesive plan, which includes the desires of the youth for continuing their education/training and future goals. All agencies should ensure that TAYs and their foster parents participate in all meetings concerning the TAY's case. The departments must ensure that TAYs are given the opportunity to express themselves without fear of retribution.

RESPONSE

Agree. The recommendation has been partially implemented and requires further analysis. The recommendation for DCFS implementation with the other departments is targeted for 2024 but is contingent upon further discussion and agreement with other departments. Additionally, DCFS has agreed to create by January 2024 a specialized section of staff who will provide intensive services for youth who are transitioning from care. That section staff will be responsible for supporting TAY who are transitioning from care, including working collaboratively with representatives from other county departments.

RECOMMENDATION NO. 1.6

LAHSA should fully provide \$500,000 to Covenant House LA for staffing and operational costs so that 16 youths can move into the additional section.

<u>RESPONSE</u>

Partially disagree. The recommendation has been implemented but at LAHSA's standard reimbursement rate. When LAHSA was approached to provide funding for the additional beds, the request was approved. In FY 2022-2023, LAHSA contracted with Covenant House from May 15, 2023 - June 30, 2023, for operations of the 16 beds at the standard rate of \$50/bed/night. The start date was mutually determined with Covenant House LA. LAHSA has contracted with Covenant House LA for operations of the 16 beds for the full FY 2023-2024, also at the standard rate of \$50/bed/night.

COUNTY OF LOS ANGELES CHIEF EXECUTIVE OFFICER

2022-2023 CIVIL GRAND JURY RECOMMENDATIONS FOR CIVIL GRAND JURY COMPENSATION

RECOMMENDATION NO. 1.1

The BOS should increase the CGJ per diem to \$100.

RESPONSE

Partially agree. This recommendation requires further analysis and evaluation of resource needs. Recommendations for additional resources will be made within the context of the overall budget, numerous funding priorities, and requests.

RECOMMENDATION NO. 1.2

The BOS should make its per diem increase retroactive to January 1, 2023. There is recent precedent in other pay adjustments for unprecedented situations within the County. Falling interest in the CGJ could be considered as such.

RESPONSE

Disagree. Consideration for per diem increase may be evaluated prospectively. Please refer to response for Recommendation No. 1.1.

RECOMMENDATION NO. 1.3

The BOS should provide CGJ jurors a mileage reimbursement equal to the IRS standard rate of 65.5¢.

RESPONSE

Disagree. The mileage rate is determined by Penal Code Section 890 which states that the Grand Jurors are paid the mileage rate application to county employees for each mile traveled in attending court.

COUNTY OF LOS ANGELES CHIEF EXECUTIVE OFFICER

2022-2023 CIVIL GRAND JURY RECOMMENDATIONS FOR JUVENILE JUSTICE CYA

RECOMMENDATION NO. 1.1

The Probation Department, in conjunction with the Department of Juvenile Justice and the BOS shall develop a system for managing juvenile offenders which recognizes and facilitates the care and rehabilitation of juvenile offenders.

RESPONSE

Agree. The recommendation has been implemented. The CEO defers to the Probation Department's response for further information on the implementation.

RECOMMENDATION NO. 1.2(a)

The leaking steam-vent issue at Central Juvenile Hall must be addressed immediately, as it constitutes a serious hazard to the incarcerated juveniles.

RESPONSE

Agree. The recommendation will be implemented during FY 2023-24. The CEO defers to the Probation Department's response for further information on the implementation.

RECOMMENDATION NO. 1.2 (b)

The County must immediately begin substantial physical renovation of both the Central and Nidorf juvenile facilities to make those facilities acceptably habitable for youthful offenders.

RESPONSE

Agree. The recommendation has been implemented. The CEO defers to the Probation Department's response for further information on the implementation.

RECOMMENDATION NO. 1.2 (c)

The County must find some alternative facility in which to house juvenile offenders until such renovations can be achieved.

RESPONSE

Agree. The recommendation has been implemented. The CEO defers to the Probation Department's response for further information on the implementation.

RECOMMENDATION NO. 1.3

Allotment of funds must be a top priority. An immediate large-scale financial investment in the juvenile justice system is required to provide adequate facilities and services for the juveniles detained.

<u>RESPONSE</u>

Agree. This recommendation has been implemented with existing resources. The CEO defers to the Probation Department's response for further information.

RECOMMENDATION NO. 1.4

The Probation department must institute or upgrade programs that encourage incarcerated juveniles to become aware, and to understand that there are consequences for inappropriate behavior, whether in or out of detention facilities.

RESPONSE

Agree. The recommendation has been implemented. The CEO defers to the Probation Department's response for further information on the implementation.

RECOMMENDATION NO. 1.5

Probation officers and custody officers assigned to juvenile facilities must be provided with safety or protective gear to ensure their personal safety. The gear must be inventoried and restocked as appropriate.

RESPONSE

Agree. The recommendation requires further analysis to determine appropriate personal safety gear options best suited for detention personnel. The CEO defers to the Probation Department's response for further information.

RECOMMENDATION NO. 1.6

A new set of rules must be developed by the Probation Department that will provide consequences and accountability for juvenile offenders when they misbehave or act out, and that can be enforced without violating the rights of the juveniles.

<u>RESPONSE</u>

Agree. The recommendation has been implemented. The CEO defers to the Probation Department's response for further information on the implementation.

RECOMMENDATION NO. 1.7 (a)

The County must provide opportunities for juvenile offenders to be rehabilitated and educated while detained. These programs must include mandatory educational programs (up to high school graduation or GED level) and career training options.

RESPONSE

Agree. The recommendation has been implemented. The CEO defers to the Probation Department's response for further information on the implementation.

RECOMMENDATION NO. 1.7 (b)

Advanced educational programs, career training, enrichment programs (such as art and music), and physical activities should be provided and encouraged.

RESPONSE

Agree. The recommendation has been implemented. The CEO defers to the Probation Department's response for further information on the implementation.

RECOMMENDATION NO. 1.8

Twenty-four-hour on-site counseling and mental health care, and on-going family reunification services, must be made available to juveniles detained at all juvenile halls and camps.

RESPONSE

Partially agree. The recommendation will not be implemented as mental health care is not provided 24/7 onsite.

RECOMMENDATION NO. 1.9 (a)

Probation officers and staff members must be educated to treat even violenceprone juvenile offenders with respect and tolerance without putting anyone at risk of harm.

RESPONSE

Agree. The recommendation has been implemented. The CEO defers to the Probation Department's response for further information on the implementation.

RECOMMENDATION NO. 1.9 (b)

Violence-prone juvenile offenders must be educated/counseled to understand that accountability will be imposed and that there will be consequences for bad actions while detained.

RESPONSE

Agree. The recommendation has been implemented. The CEO defers to the Probation Department's response for further information on the implementation.

RECOMMENDATION NO. 1.10 (a)

Probation and custody officer staffing problems at juvenile facilities must be addressed and appropriate hiring implemented, along with increased training programs for new hires. This is a major issue.

RESPONSE

Agree. The recommendation has been implemented. The CEO defers to the Probation Department's response for further information on the implementation.

RECOMMENDATION NO. 1.10 (b)

Probation and custody officers must be trained to recognize emerging problems and to take appropriate actions to defuse potentially violent situations.

RESPONSE

Agree. The recommendation has been implemented. The CEO defers to the Probation Department's response for further information on the implementation.

RECOMMENDATION NO. 1.10 (c)

Counseling, mental health services, and wellness programs should be instituted for probation officers and staff members who are not coming in to work because of injuries, stress, and other management issues.

RESPONSE

Agree. The recommendation has been implemented. The CEO defers to the Probation Department's response for further information on the implementation.

RECOMMENDATION NO. 1.11

Probation and custody officers must be given additional and ongoing training to enable them to handle juveniles who act up or act out with physical violence.

RESPONSE

Agree. The recommendation is being implemented. The CEO defers to the Probation Department's response for further information on the implementation.

COUNTY OF LOS ANGELES CHIEF EXECUTIVE OFFICE

2022-2023 CIVIL GRAND JURY RECOMMENDATIONS FOR LOS ANGELES COUNTY FIRE DEPARTMENT WORKERS' COMPENSATION

RECOMMENDATION NO. 1.1.a

The CEO should carefully consider its renewal options with Sedgwick as the sole-source contracted TPA for WC claims administration by soliciting multiple TPAs and awarding at least two independent contracts.

RESPONSE

Agree. This recommendation has been implemented.

Since 1986, the County has always contracted with more than one TPA to provide workers' compensation claims administration services per workers' compensation claims services solicitation. On March 5, 2019, the CEO recommended the BOS approve contracts with York Risk Services Group (York) and Sedgwick Claims Management, Inc. (Sedgwick). The BOS approved the contracts on March 26, 2019, for the two TPAs; however, Sedgwick subsequently purchased York. The contract with Sedgwick was competitively bid and was not presented or contracted as a "sole-source" contract.

In recent years, the workers' compensation claims administration industry has experienced difficulties in recruiting competent claims staff and an escalation in salaries. Therefore, CEO will perform further analysis with respect to exercising the contract option years.

RECOMMENDATION NO. 1.1.b

LACoFD should be invited to participate in the development of the renewal of the TPA Unit C contract.

RESPONSE

Disagree. This recommendation will not be implemented as specified below.

Currently, LACoFD and CEO staff meet regularly to discuss workers' compensation claims administration. These meetings address a variety of issues that may be incorporated into future workers' compensation claims administration statement of works. Furthermore, LACoFD and CEO staff regularly work with the TPA to adjust the framework of the administration of workers' compensation claims to accommodate issues as they arise.

Under County Code Section 5.31.050, and through delegation, the CEO is mandated to "establish, administer, and operate, as part of the Countywide safety program, a complete self-insured workers' compensation system to ensure the full provision of

benefits under the law to employees whose injuries arise out of and in the course of employment." CEO Risk Management staff are highly specialized personnel with expertise in all facets of Risk Management, including workers' compensation. While input from County departments is vital and encouraged, the final decisions must be made by these industry professionals in accordance with local and State statutes.

RECOMMENDATION NO. 1.2.a

LACoFD, working with the CEO and Department of Human Resources (DHR), should amend the existing TPA Unit C contract with Sedgwick to include detailed ASIs on preferred methods of claims management for the remainder of the existing contract. Future contracts with any TPA must include these ASIs.

RESPONSE

Disagree. This recommendation will not be implemented.

The ASI model is already incorporated within the contract. Currently, workers' compensation claims administration is performed under client-specific claim handling protocols. Those protocols can be found in the Statement of Work, County of Los Angeles Select Policies and Standards, County of Los Angeles Utilization Review Guidelines, County of Los Angeles Workers' Compensation Audit Manual, and Sedgwick's Claims Administration Procedure Manual.

RECOMMENDATION NO. 1.2.b

The ASI amendments should direct Sedgwick adjusters to provide "point of entry" authorization for all firefighter WC claims for the remainder of the existing contract. Future contracts with any TPA must include these ASIs.

RESPONSE

Disagree. This recommendation will not be implemented.

It is irresponsible to provide blanket approval of all workers' compensation claims. Currently, Sedgwick claims examiners authorize medical treatment using the County-developed utilization review guidelines. These guidelines were developed with input from physicians that treat County firefighters and are intentionally liberal. Overall claims administration is expected to be advocacy-based and managed as directed under Statement of Work paragraphs 1.5.1 and 1.5.2.

RECOMMENDATION NO. 1.2.c

The ASI amendments should include penalties for delays in claims caused by Sedgwick's claims handling that result in LACoFD having to use overtime staffing for the remainder of the existing contract. Future contracts with any TPA must include these ASIs.

RESPONSE

Disagree. This recommendation will not be implemented.

This recommendation does not take the LACoFD's return-to-work obligations into account and oversimplifies the complexity of physician, employee, and LACoFD role in overtime usage. Furthermore, CEO staff believe no workers' compensation third party administrator would agree to penalties or excess cost provisions related to an employer's overtime usage. The current Statement of Work requires repayment for the following:

- Late payment, inaccurate payments, or nonpayment of any benefit to any applicant or medical provider resulting in penalty, interest, or attorney fees.
- Overpayment of any benefit owed to any applicant, lien claimant, or other party in a case due to Contractor's failure to comply with the performance standard set forth in Appendix A, Scope of Work, Paragraph 1.0.
- Excess payment of any benefit to any applicant, lien claimant, or other party in a case due to Contractor's failure to comply with the performance standard set forth in Appendix A, Scope of Work, Paragraph 1.0.
- Fines and/or administrative penalties assessed against the County due to the Contractor's failure to comply with the performance standard set forth in Appendix A, Scope of Work, Paragraph 1.0.

Including a reimbursement provision related to non-workers' compensation benefits would have a negative impact on the competitive bidding process and could make third party administrative services cost prohibitive. In addition, enforcement of this provision would be arbitrary.

RECOMMENDATION NO. 1.3

The ASI amendments should authorize TPA adjusters to pay up to 25 percent more than the Office Medial Fee Schedule (OMFS) standard fees for doctors to treat firefighter patients in order to expedite treatment and recovery for the remainder of the existing contract. Future contracts with any TPA must include these ASIs.

RESPONSE

Disagree. This recommendation will not be implemented.

Currently, firefighters have access to high quality "funnel" orthopedic facilities. These facilities have prior approval status and are willing to expedite evaluation and treatment for Los Angeles County firefighters.

Under California Labor Code Section 5307.1, the official medical fee schedule establishes a reasonable maximum fee for medical services. In addition, under County Code Section 5.31.050, the County of Los Angeles self-insured workers' compensation program is mandated to "control of workers' compensation costs consistent with provision of full benefits under the law." Increasing the payments to medical treatment providers above the statutory reasonable maximum is not consistent with good governance of scarce tax dollars. The impact could increase LACoFD workers' compensation costs by \$4M-\$5M annually without any evidence that the increased compensation to physicians would expedite treatment or benefit the injured employee.

On July 6, 2023, CEO staff verified that the City of Long Beach does not pay treating physicians "25 percent over the standard OMFS fees" (see Los Angeles County Fire Department Workers' Compensation Report 2022-2023 Los Angeles County Civil Grand Jury, pg. 12).

RECOMMENDATION NO. 1.4

LACoFD should work with DHR to expand the contracted clinic network to expedite treatment for the most common firefighter injuries, particularly orthopedic injuries.

RESPONSE

Partially agree. This recommendation will be implemented.

The CEO will implement this recommendation and provide clarification. The workers' compensation medical provider network (MPN) is administered by CorVel Corporation (CorVel) under contract with the County. Currently, Local 1014, Fire Management, and CEO staff are discussing the expansion of the prior authorization program. New facilities will be vetted by participating parties (including CorVel), and after consensus is reached, included in the prior authorization program. DHR is not involved with this process.

RECOMMENDATION NO. 1.5

LACoFD should authorize firefighters' WC claims immediately, and not contest such claims, except where fraud or demonstrable misconduct is suspected.

RESPONSE

Disagree. This recommendation will not be implemented.

This recommendation is not consistent with statute. Under California Labor Code Section 3600, an employer is liable for compensation "for any injury sustained by his or her employees arising out of and in the course of the employment." Similar language is found in County Code Section 5.31.050, which requires an investigation and compensability determination. The acceptance of an industrial injury must be based on factual, legal, or medical grounds. This recommendation would be in direct violation of these statues, incentivizes abuse, and will result in increased costs.

RECOMMENDATION NO. 1.6.a

LACoFD should offer financially attractive buy-outs of LC 4850 benefits for firefighters who are permanently disabled or forced by injuries into retirement. This would allow firefighters to retire and be replaced by permanent hires.

RESPONSE

Partially disagree. This recommendation requires further analysis.

CEO will continue to work collaboratively with LACoFD and County Counsel on the analysis to ensure any settlement offer is reasonable and weighs available resources and competing priorities. This recommendation will be predicated on an injured firefighter's willingness to retire prior to using the full year of the LC 4850 benefit. While receiving LC 4850 benefits, the firefighter continues to accrue retirement service time and other employment benefits that might be paid pre-retirement and pensionable. A settlement of LC 4850 benefits may not be supported by existing law and would unlikely be approved by the Workers' Compensation Board. The analysis of all settlements needs to be conducted on a case-by-case basis and subject to review and approval of all parties.

RECOMMENDATION NO. 1.7.a

LACoFD should make full use of CEO Risk Management's Ventiv Claims Enterprise (VCE) to manage WC claims and its RTW program.

RESPONSE

Agree. This recommendation will be implemented.

Ventiv Technology and LACoFD Disability Management and Compliance Section (DMCS) staffs are periodically meeting to review business requirements. The data conversion and full implementation will begin once Ventiv's Amendment Six is approved. CEO staff estimates this will take approximately six months.

RECOMMENDATION NO. 1.7.B

DHR should assist LACoFD by developing a comprehensive Disability Compliance Record module as part of VCE.

<u>RESPONSE</u>

Agree. This recommendation will be implemented. The CEO defers to DHR and the LACoFD's responses for further information on the implementation.

COUNTY OF LOS ANGELES CHIEF EXECUTIVE OFFICE-CHIEF INFORMATION OFFICE

2022-2023 CIVIL GRAND JURY RECOMMENDATIONS FOR THE INMATE RECEPTION CENTER (IRC)

RECOMMENDATION NO. 6.1

The entire AJIS system must be replaced with a modern information system that utilizes data integration techniques. This will provide secure, fast, accurate, and complete information for the staff and managers, and provide fair and timely treatment for the inmates. Until the information system is modernized, the IRC will not be able to improve its performance significantly. All other improvements are dependent on putting in place a system that can interact with the similar systems of other relevant agencies, especially the Court.

RESPONSE

Agree. This recommendation will be implemented. LASD is currently engaged with the AJIS vendor, Syscon Justice Systems, in a gap analysis exercise to validate that the latest version of their solution platform will be able to meet all business requirements. Pending completion in September 2023, LASD will notify the BOS of its intention to enter into sole source negotiations for a new agreement with the vendor for implementation of the modern replacement system.

RECOMMENDATION NO. 6.2

The County should develop an information system capable of receiving data and communications from the Court. It is imperative that these two systems communicate because a real time, interactive system will significantly decrease the time that inmates are held at the IRC.

RESPONSE

Agree. This recommendation will be implemented. The intended modern AJIS platform will be capable of receiving data from the Court's new Tyler Technologies Odyssey system. Because Odyssey is currently projected to go-live this year (November), LASD should also work with the Courts on developing an application programming interface to allow information transfers from Odyssey to the current iteration of AJIS.

RECOMMENDATION NO. 6.3

Whether a new system is built in-house or contracted out, staff must be included in every step of the design, development, testing, and implementation. If staff needs are shortchanged, the project will suffer ongoing deficiencies, and the IRC will not see maximum improvement.

RESPONSE

Agree. This recommendation will be implemented. The project should be recognized as and prioritized by the LASD executives for the critical and significant undertaking that it is. A steering committee for AJIS modernization will be convened comprising all the relevant and impacted stakeholders in November when the Sheriff initiates the AJIS replacement project. Participation by both business and technical staff in all facets of this endeavor is key to achieving the desired outcomes.

Attachment B

Assessor



JEFFREY PRANG ASSESSOR COUNTY OF LOS ANGELES 500 WEST TEMPLE STREET, ROOM 320 LOS ANGELES, CALIFORNIA 90012-2770 assessor.lacounty.gov (213) 974-3101



July 24, 2023

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

RESPONSE TO THE FINAL REPORT OF THE 2022-2023 LOS ANGELES COUNTY GRAND JURY

Dear Supervisors:

The Los Angeles County Office of the Assessor's response to the 2022-2023 Civil Grand Jury Report recommendations is attached. The Civil Grand Jury Report area of interest specific to the Office of the Assessor includes Proposition 19 Implementation and Related Matters.

Should you have any questions regarding our response, please contact George Renkei, Chief Deputy Assessor at (213) 974-3101.

Sincerely, JEFF PRANG Assessor

JP:SH:mm

Attachment

c: Fesia Davenport, Chief Executive Officer Celia Zavala, Executive Officer, Board of Supervisors Oscar Valdez, Auditor-Controller Keith Knox, Treasurer and Tax Collector

COUNTY OF LOS ANGELES OFFICE OF THE ASSESSOR

2022-2023 CIVIL GRAND JURY RECOMMENDATIONS FOR PROPOSITION 19 IMPLEMENTATION AND RELATED MATTERS

RECOMMENDATION NO. 1.3

The BOS should appropriate funds for the development of public education about Proposition 19, proper completion of Preliminary Change of Ownership Reports (PCOR), and related matters, particularly for the purpose of outreach and professional education for real estate professionals such as real estate brokers and agents.

RESPONSE

The Assessor agrees with the recommendation. The recommendation has been partially implemented.

The Assessor aggressively pursues several opportunities each year to educate the public on Proposition 19, ownership issues such as PCORs and other programs and services. The Assessor will work with the BOS to identify funding for further Proposition 19 public education and education on the proper filing of PCORs and other related ownership issues affecting the public. Additional funding would help the Assessor increase public education opportunities and create additional online resources to assist the public in understanding reassessment exclusions and ownership responsibilities. Identification of funding is necessary to increase public education across the County.

RECOMMENDATION NO. 1.4

The BOS should consider increasing the filing fees for assessment appeals, while making a portion or all of it refundable in cases where the appellant prevails.

<u>RESPONSE</u>

The Assessor agrees with the recommendation. The recommendation requires further analysis.

The Assessor agrees that the fees should reflect costs associated with the filing of the application and the Assessor agrees that the costs associated with flings should include costs incurred by the Assessor's office to prepare responses to the application. The Assessor will work with the Assessment Appeals Board (AAB) to study and analyze policies and processes of other counties that have implemented similar fees. The implementation of the filing fee has significantly reduced the number of claims filed by tax agents that have monetized the assessment appeal process. The Assessor believes that further cost recovery will result in the continued

reduction of claims to the most meritorious appeals thereby reducing the backlog and providing expedient resolutions of assessment appeals benefiting the public as a whole.

RECOMMENDATION NO. 1.5

The assessment appeals system should be examined by the County Assessor's office and by the BOS with a view to reforming it and improving the timeliness of appeals and hearings.

RESPONSE

The Assessor agrees with the recommendation. The recommendation has been implemented in part.

The Assessor has actively collaborated with the Executive Office of the BOS to improve the business operations of the multi-agency assessment appeals process. As one of the stakeholders in the process, the Assessor realizes the importance of an efficient and well-operated process. The Assessor recognizes the hard work of the Executive Office of the BOS to modernize the AAB process and business operations and will fully continue to collaborate and support the Executive Office of the BOS to further implement opportunities for efficiencies. There are opportunities to implement additional operational efficiencies and the Assessor and Executive Office have developed a collaborative relationship to explore those opportunities. Attachment C

District Attorney



GEORGE GASCÓN LOS ANGELES COUNTY DISTRICT ATTORNEY

HALL OF JUSTICE 211 WEST TEMPLE STREET, SUITE 1200 LOS ANGELES, CA 90012-3205 (213) 974-3500

July 26, 2023

TO:

SUPERVISOR HANICE HAHN, CHAIR SUPERVISOR HILDA L. SOLIS SUPERVISOR HOLLY J. MITCHELL SUPERVISOR LINDSEY P. HORVATH SUPERVISOR KATHRYN BARGER

FROM: GEORGE GASCÓN District Attorney

RE: SHERIFF'S OPERATIONS: EXAMINING TRANSPARENCY, ACCOUNTABILITY AND COMMUNITY POLICING WITHIN THE LASD

Thank you for providing a copy of the 2022-2023 Los Angeles County Civil Grand Jury Report, in which the Los Angeles County District Attorney's Office (LADA) is mentioned in certain Findings and corresponding Recommendations.

Pursuant to Penal Code §§ 933(c) and 933.05, my response to Recommendations 1.9 and 1.13 of the Civil Grand Jury's report on Sheriff's Operations, Examining Transparency, Accountability and Community Policing within the LA County Sheriff's Department, is attached to this cover letter.

I am available if any further clarification or requests are needed on this matter.

Very truly yours

BEORGE GASCON District Attorney

COUNTY OF LOS ANGELES OFFICE OF THE DISTRICT ATTORNEY

2022-2023 CIVIL GRAND JURY RECOMMENDATIONS FOR SHERIFF'S OPERATIONS: AN EROSION OF TRUST, EXAMINING TRANSPARENCY, ACCOUNTABILITY AND COMMUNITY POLICING WITHIN THE LASD

RECOMMENDATION NO. 1.9

All weapon discharge cases should be submitted to the District Attorney's (DA) office for outside review.

RESPONSE

Partially agree due to protocols currently in place as established by MOUs. This recommendation will not be implemented at this time given the current structure and protocols in place to investigate these types of incidents. The Protocol for District Attorney Officer-Involved Shooting Response Program For Officer/Deputy-Involved Shootings and In-Custody Deaths (Protocol) sets forth the agreement between The Los Angeles District Attorney (LADA) and participating local law enforcement agencies regarding the LADA response to the scene of officer-involved shootings and the subsequent investigation to determine the existence of potential criminal liability, or lack thereof, of any law enforcement officer. The protocol specifies that the LADA shall respond to incidents in which a peace officer, on or off duty, shoots and injures any person during the scope and course of employment. At this time, the protocol with law enforcement agencies does not include all firearm discharge cases including accidental or unintentional discharges and officer involved shootings when an individual is not injured. Currently, 67 law enforcement agencies across Los Angeles County participate in the protocol. See Protocol available at:

https://da.lacounty.gov/sites/default/files/policies/JSID%20DART%20Protocol%202 014.pdf.

The LADA currently responds to an average of 69 shooting cases per year countywide that are consistent with the Protocol.¹ Of the 32 deputy-involved shootings that occurred in 2020, 26 persons were struck by a bullet and six were non-hits; In 2021, 24 persons were struck by a bullet and 11 were non-hits; In 2022, 18 persons were struck by a bullet and eight were non-hits; Between January 1, 2023 and March 31, 2023, six persons were struck by a bullet and eight were non-hits.² It is unknown how many accidental or unintentional discharges of a firearm occurred during those time periods. The recommendation to review all weapon discharge cases would require, at the outset, a renegotiation of the current Protocol with all participating agencies and would significantly increase the number of shooting cases reviewed by the LADA.

¹ Representing calendar years 2020, 2021, and 2022.

² Los Angeles County, Office of Inspector General, Reform and Oversight Efforts: Los Angeles County Sheriff's Department reports 2020-2023.

Without a corresponding increase in staffing that considers available resources and competing priorities, the LADA does not have the operational capacity to effectively and efficiently respond to an increase in the number of cases reviewed and is therefore unable to implement this recommendation.³

However, this response in no way prohibits or impedes law enforcement agencies from submitting for charge evaluation, any officer-involved shooting cases in which the subject has not been struck or injured as well as any accidental or unintentional discharges of a firearm, to the LADA for charge evaluation if there has been a determination of probable cause to believe that a criminal offense has been committed. Additionally, when any such shooting is brought to the LADA's attention and there is reason to believe the conduct might be criminal, the LADA is free to reach out to the law enforcement agency for relevant reports and has never been denied access to them for purposes of review and evaluation.

RECOMMENDATION NO. 1.13

The DA's office must develop a quick evaluation to determine if a case needs immediate action or if [sic] could be kicked back to the LASD for an internal investigation.

RESPONSE

Partially agree due to protocols currently in place as established by MOUs. This recommendation will not be implemented at this time given the current structure and protocols in place to investigate these types of incidents. The manner in which a local law enforcement agency conducts an administrative review of officer-involved shooting cases lies solely within the discretion of the respective agency. This discretion includes whether an administrative review will be conducted concurrent with a criminal review, such as with the LAPD and other local agencies. Thus, the LADA must defer the resolution of this matter to LASD, as it has the discretion and authority to review and/or modify its policies and memorandum of agreements with their unions regarding the timing of administrative reviews. See LASD's Internal Affairs Bureau Unit Order #49 – Gate/Johnson Settlement Agreement, available at

https://pars.lasd.org/Viewer/Manuals/16084/Content/16209.

³ In addition to investigating officer-involved shooting cases in which a person is struck by a bullet, the LADA investigates and prosecutes all allegations of criminal misconduct by law enforcement personnel, where probable cause exists to believe that a crime has been committed, whether felony or misdemeanor, and whether the member of the law enforcement agency was on-duty, off-duty, sworn or non-sworn.

Attachment D

Sheriff's Department

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OFFICE OF THE SHERIFF

COUNTY OF LOS ANGELES HATELOF JUSTICE



ROBERT G. LUNA, SHERIFF

August 7, 2023

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:

RESPONSE TO THE FINAL REPORTS OF THE 2022-2023 LOS ANGELES COUNTY CIVIL GRAND JURY

Attached is the Los Angeles County Sheriff's Department (Department) response to the 2022-2023 Civil Grand Jury Report (CGJ) recommendations. The CGJ's areas of interest specific to the Department included:

- All Aboard: Is Metro Rail on Track (Attachment C)
- Have we M.E.T.? Mental Health Evaluation Team and How They Work (Attachment D)
- Sheriff's Operations: An Erosion of Trust. Examining Transparency, Accountability and Community Policing within the Los Angeles County Sheriff's Department (Attachment E)
- The Inmate Reception Center: An Outdated Process Imperils Staff, and the Justice System (Attachment F)

Should you have questions regarding our response, please contact Division Director Conrad Meredith, Administrative Services Division, at (213) 229-3310.

Sincerely,

R. Luno

ROBERT G. LUNA SHERIFF

211 West Temple Street, Los Angeles, California 90012

A Tradition of Service

COUNTY OF LOS ANGELES SHERIFF'S DEPARTMENT

2022-2023 CIVIL GRAND JURY RECOMMENDATIONS FOR ALL ABOARD: IS METRO RAIL ON TRACK

RECOMMENDATION NO. 1.1

1.1. Require contracted law enforcement agencies (LAPD, LASD, LBPD) to assign more officers to ride the trains.

RESPONSE

Agree. The recommendation has been implemented.

The LASD's Transit Services Bureau (TSB) has directed law enforcement personnel to ride the trains more frequently. This has been established through increasing the volume of train rides by deputy personnel to conduct daily duties.

RECOMMENDATION NO. 1.4

Encourage greater coordination among the agencies involved with Metro Rail, including a standardized method of reporting crime statistics.

RESPONSE

Agree. The recommendation has been implemented.

Metro has developed an analytical group that will be responsible for receiving their contract agencies' crime statistics. They created a standard form for reporting crime statistics for their contract law enforcement agencies. The standard method of reporting crime statistics was implemented on July 20, 2023.

RECOMMENDATION NO. 1.6

Metro should create opportunities for Ambassadors to interact with the other security agencies to raise awareness and build trust.

RESPONSE

Disagree. This recommendation will not be implemented as jurisdiction falls outside of the LASD. The Ambassadors program lies within the jurisdiction of Metro.

RECOMMENDATION NO. 1.7

Analyze security data on a regular basis and obtain up-to-date numbers on nontransportation riders using the system.

RESPONSE

Disagree. This recommendation will not be implemented as jurisdiction falls outside of the LASD. Metro is the employer of Metro security and responsible for analyzing their data on a regular basis.

COUNTY OF LOS ANGELES SHERIFF'S DEPARTMENT

2022-2023 CIVIL GRAND JURY RECOMMENDATIONS FOR HAVE WE M.E.T.? MENTAL HEALTH EVALUATION TEAMS AND HOW THEY WORK

RECOMMENDATION NO. 1.2b

DMH/BOS should allow agencies to hire specially trained employees (non-certified, but equally qualified), in place of DMH employed mental health professionals, if DMH cannot provide sufficient personnel. Agencies should be reimbursed in whole or in part for such hires.

RESPONSE

Disagree. This recommendation will not be implemented as jurisdiction falls outside of the LASD.

Since 1991, the DMH has been the Mental Evaluation Team's (MET) civilian partner in the co-response model. As a result of the COVID-19 pandemic, additional responsibilities were increased for clinicians, thereby, resulting in a nationwide shortage of clinician personnel. The increased demand for mental health professionals has made it difficult for DMH to hire qualified personnel. The scarcity of personnel in both departments and the current mental health challenges, has required both agencies to develop innovative strategies to address clinician shortages.

In the past, LASD has inquired with several private psychiatric facilities and urgent care centers to ascertain if their clinicians would be interested in joining LASD's MET Unit as clinician partners. There appeared to be interest from the private sector in collaborating with LASD and should be explored further to address the current shortages. Currently, the LASD's Veteran's Mental Evaluation Team (VMET) partners with federally licensed clinicians from the Veteran's Administration (VA) and Veteran's Peer Access Network (VPAN).

Presently, leadership from LASD and DMH have discussed the option of partnering with other DMH programs such as the Assisted Outpatient Treatment (AOT) and Risk Assessment Management Program (RAMP). Most of the clients on AOT's case load are safety risks, due to their propensity for violence and non-compliance with medication and/or treatment, making this potential partnership viable.

It should be noted the San Diego Police Department's Psychiatric Emergency Response Team (PERT) partners with Star View Behavioral Health (SVBH). The SVBH is privately owned and not county operated.

RECOMMENDATION NO. 1.3

BOS/LASD/LACoFD/LAPD and the Los Angeles City Council (LACC) should authorize an update or replacement of the current CAD system to integrate it with systems in use by other agencies.

RESPONSE

Agree. The recommendation requires further analysis.

The LASD's Technology and Support Division is currently engaged in exploring replacement of our current CAD system to a newer version. A Request for Proposal (RFP) for a replacement system has been issued and is in the evaluation phase. The evaluation approach is extremely extensive and subject to being prolonged, (e.g., vendor protest, contract negotiations). Recommendation for additional resources will be made within the context of the overall budget, numerous funding priorities, and requests.

RECOMMENDATION NO. 1.4a

BOS/DMH/DPH/DHS should improve patient navigation services for recipients of emergency mental health services or allow agencies to provide their own patient navigation personnel to enable them to provide expanded services.

RESPONSE

Disagree. This recommendation will not be implemented as jurisdiction falls outside of the LASD.

LASD does not independently provide patient navigation services, however, with the recent national implementation of the 988 Suicide and Crisis Lifeline, mental health agencies would be able to provide their own patient navigation personnel. The 988 Suicide and Crisis Lifeline is a nationwide mental health hotline for nonemergent mental health services. This navigation system would provide the necessary services for individuals experiencing a mental health crisis and afford them the opportunity to collaborate with partners in their communities.

Currently, DMH provides the Access Line for service referrals, crisis assessments, and field deployments 24-hours a day, seven days a week. This service provides assistance to those in crises, along with family members and loved ones who are affected.

In addition, DMH provides additional resources via 211 LA County. This service is available to the public and available in multiple languages. This service allows those in need to access information and obtain referrals to physical and mental health resources (i.e., housing, utilities, food, suicide, and crisis interventions).

Unfortunately, LASD does not possess the resources or experience to provide patient navigation services for recipients of emergency mental health services. These navigation services are provided by MET, RAMP, and VMET, in partnership with its DMH and federal clinicians.

RECOMMENDATION NO. 1.6

BOS/DMH/DHS/DPH should authorize the development and staffing of additional Psychiatric Urgent Care Centers and Sobering Centers in key locations to help provide sufficient placements of mental health patients.

RESPONSE

Disagree. This recommendation will not be implemented as jurisdiction falls outside of the LASD.

RECOMMENDATION NO. 1.7

DMH/DPH/DHS and the BOS should substantially increase the number of rescue transport vehicles in service to promote additional opportunities for persons in need.

RESPONSE

Disagree. This recommendation will not be implemented as jurisdiction falls outside of the LASD.

The MET currently collaborates with DMH for ambulance services, but ambulance services are requested by LASD field personnel. LASD requesting an ambulance to transport for medical emergencies has been found to be quicker and more time efficient. Ambulance services are normally delayed and force field deputies to transport patients to prevent waiting extended periods of time. LASD supports increased access to ambulance services for swift responses.

RECOMMENDATION NO. 1.8b

In order to provide additional long-term mental health campuses, residential settings, and permanent supportive housing the BOS and LACC should prioritize acquiring, renovating, and opening mental health facilities.

RESPONSE

Disagree. This recommendation will not be implemented as jurisdiction falls outside of the LASD.

This recommendation is beyond the LASD's scope to approve or acquire such facilities. The prioritization in acquiring, renovating, and opening mental health facilities by the BOS and LACC, would assist the MET, VMET, and RAMP with additional locations for placement of individuals experiencing a mental health crisis.

RECOMMENDATION NO 1.9

In order to provide the Mental Health Evaluation "H (Henry) 918" Division more autonomy and greater scope of service, the LASD should authorize creation of an independent Mental Health Evaluation Bureau. This will give the MET team the ability to expand its operations and to explore various pilot programs.

RESPONSE

Agree. LASD agrees with this recommendation, but a further exploration would have to be conducted in six months.

With over 10 million residents, the community's need for mental health services has reached a critical need. As LASD recovers from the COVID-19 pandemic, investing in programs to promote public safety and health has remained a priority.

Since 2018, the LASD has requested the reorganization and expansion of MET. However, due to staffing shortages and the need for collaborative growth with DMH partners, neither LASD nor DMH can expand at this time.

COUNTY OF LOS ANGELES SHERIFF'S DEPARTMENT

2022-2023 CIVIL GRAND JURY RECOMMENDATIONS FOR THE INMATE RECEPTION CENTER (IRC)

RECOMMENDATION NO. 6.1

The entire AJIS system must be replaced with a modern information system that utilizes data integration techniques. This will provide SECURE, fast, accurate, and complete information for the staff and managers, and provide fair and timely treatment for the inmates. Until the information system is modernized, the IRC will not be able to improve its performance significantly. All other improvements are dependent on putting in place a system that can interact with the similar systems of other relevant agencies, especially the Court.

RESPONSE

Agree. This recommendation is in the process of being implemented. On July 19, 2023, Data Systems Bureau (DSB) began working with "Syscon" in identifying the requirements of a new jail management platform.

RECOMMENDATION NO. 6.2

The County should develop an information system capable of receiving data and communications from the Court. It is imperative that these two systems communicate because a real time, interactive system will significantly decrease the time that inmates are held at the IRC.

<u>RESPONSE</u>

Agree. This recommendation is in the process of being implemented. The courts will be implementing their new system (Odyssey) in early November 2023. It has been the plan of the Sheriff's DSB to be able to "link" the court's Odyssey system with the current AJIS system used by LASD. The plan is also for the new program being built by Syscon to communicate with the courts system. The anticipated implementation of the Syscon program is currently 24 months.

Rutherford provisions allow LASD to release newly remanded inmates on fractional time credits. If IRC had knowledge of the arrivals sentence and credits these fractional credits could be applied with a nexus to the inmate's arrival. If the inmate did not have any medical or mental health concerns, they could be expedited to the Release Area. The current paper driven system does not allow for quick identification of these inmates.

RECOMMENDATION NO. 6.3

Whether a new system is built in-house or contracted out, staff must be included in every step of the design, development, testing, and implementation. If staff needs are shortchanged, the project will suffer ongoing deficiencies, and the IRC will not see maximum improvement.

RESPONSE

Agree. This recommendation is in the process of being implemented. DSB's Director Scott Goodwin has identified subject matter experts within IRC and facilitated meetings with "Syscon." The meetings allowed "Syscon" to learn the current IRC process from the end user and inquire what shortcomings exist.

COUNTY OF LOS ANGELES SHERIFF'S DEPARTMENT

2022-2023 CIVIL GRAND JURY RECOMMENDATIONS FOR SHERIFF'S OPERATIONS

RECOMMENDATION NO. 1.1a

If Law Enforcement Gang (LEG) membership is disclosed, the staff admission should be noted in employee personnel file and submitted to an intra-office database tracking LEG membership, rehabilitation and recidivism.

RESPONSE

Agree. The recommendation has been implemented.

RECOMMENDATION NO. 1.1b

If willingly disclosed, leadership personnel should flag employee for counseling and constructive monitoring.

RESPONSE

Agree. The recommendation has been implemented.

RECOMMENDATION NO. 1.1c

If uncovered involuntarily, staff belonging to an LEG must begin an immediate review process to determine membership and follow a termination process consistent with the law and due process.

<u>RESPONSE</u>

Agree. The recommendation has been implemented.

RECOMMENDATION NO. 1.1d

If leadership is made known of a staff member's involvement in an LEG and action is ignored, punishment delayed or aid provided to conceal illegal gang status, they should be immediately removed from ranked duties pending review.

RESPONSE

Agree. The recommendation has been implemented.

RECOMMENDATION NO. 1.2

All identified LEG logos and emblems, including the "Fort Apache" logo at the East La Station, must be removed from all LASD stations and property.

RESPONSE

Agree. The recommendation has been implemented.

All lawful action will be taken against deputies or their supervisors who participate in, support, or knowingly ignore the policy against LEG participation. Policies relating to these issues have been drafted and are in the review process.

RECOMMENDATION NO. 1.3

LASD personnel must hold themselves to a strict nonpartisan personae while in uniform and comply strictly with official policies and procedures.

RESPONSE

Agree. The recommendation has been implemented.

LASD personnel are aware that they must act in a non-partisan manner to build trust with all members of the community.

RECOMMENDATION NO. 1.4

LASD and oversight monitors should publicize the existence of the Special Counsel by adding contact information somewhere on their public websites.

RESPONSE

Disagree. The recommendation will not be implemented as jurisdiction falls outside of the LASD.

Any publicity relating to the position of Special Counsel is at the discretion of the Civilian Oversight Commission, or any other entity that is empowered to create and appoint a person to that position.

RECOMMENDATION NO. 1.5a

The CPAs should participate in teambuilding exercises with Station Sergeants to get them familiar with the role of the unit and understand the importance of disseminating, implementing and upholding the Constitutional Policing Advisors' (CPA) recommendations.

RESPONSE

Agree. The recommendations will be implemented.

RECOMMENDATION NO. 1.6

CPAs should publish written progress reports published to a dedicated tab located on lasd.org/transparency.

RESPONSE

Agree. The recommendations will be implemented.

RECOMMENDATION NO. 1.7

Add a link on the lasd.org TRANSPARECY page listing ongoing consent decrees, restraining orders and lawsuits involving oversight monitors.

RESPONSE

Agree. The recommendation has been implemented.

The Office of Constitutional Policing has already updated the website and will continue to post relevant material to the website as it is available.

RECOMMENDATION NO. 1.8

Require a brief, written discussion of events leading up to the shooting incident and any findings or results in order to give videos context.

RESPONSE

Agree. LASD agrees with this recommendation, but further exploration would have to be conducted in six months.

The scope of the narrative of events provided will be subject to conversations with County Counsel.

RECOMMENDATION NO. 1.9

All weapon discharge cases should be submitted to the DA's office for outside review.

RESPONSE

Agree. The recommendation will be implemented.

RECOMMENDATION NO. 1.10a

The Incoming SIB director should establish new Information policies and procedures to reflect modern marketing and information sharing trends.

<u>RESPONSE</u>

Agree. The recommendation will be implemented.

Any new communications team member will utilize best practices to ensure factual information and contemporary practices are used in providing information to the public.

RECOMMENDATION NO. 1.10b

Collaborate with the COPS Bureau to ensure updated policies and procedures are focused on best practices on how the public should best receive Department communications.

RESPONSE

Agree. The recommendation will be implemented.

Dr. Barney Melekian has joined the Office of Constitutional Policing, and he previously served as the Director of the COPS Office at the Department of Justice. His skill and experience will assist the LASD in ensuring best practices are implemented.

RECOMMENDATION NO. 1.11

Implement Community Advisory Committees (CAC) Department-wide.

RESPONSE

Agree. The recommendation is in the process of being implemented.

LASD is working with the Center for Policing Equity (CPE) and the United States Department of Justice (DOJ), Community Relations Service (CRS) to develop a robust community engagement program.

RECOMMENDATION NO. 1.12

Law Enforcement (LE) Bystander Training programs like the DOJ's ABLE should be incorporated into standing LASD Training.

RESPONSE

Agree. This recommendation is in the process of being implemented.

LASD is reorganizing its training program to ensure it is robust and comprehensive and addresses 21st Century Policing principles.

RECOMMENDATION NO. 1.13

The DA's office must develop a quick evaluation to determine if a case needs immediate action or if could be kicked back to the LASD for an internal investigation.

RESPONSE

Disagree. This recommendation will not be implemented as jurisdiction falls outside of LASD.

This recommendation relates to the DA's Office developing an evaluation guide for cases. The Office of the District Attorney responded to this recommendation.

Attachment E

Auditor-Controller



COUNTY OF LOS ANGELES DEPARTMENT OF AUDITOR-CONTROLLER

KENNETH HAHN HALL OF ADMINISTRATION 500 WEST TEMPLE STREET, ROOM 525 LOS ANGELES, CALIFORNIA 90012-3873 PHONE: (213) 974-8301 FAX: (213) 626-5427

OSCAR VALDEZ AUDITOR-CONTROLLER ASSISTANT AUDITOR-CONTROLLERS

MAJIDA ADNAN ROBERT G. CAMPBELL CONNIE YEE

July 18, 2023

TO: Fesia A. Davenport Chief Executive Officer

Attn: Cheri Thomas

FROM:

Oscar Valdez Auditor-Controller

SUBJECT: RESPONSE TO THE 2022-23 LOS ANGELES COUNTY CIVIL GRAND JURY FINAL REPORT

As requested, attached is the Department of Auditor-Controller's response to the Fiscal Year 2022-23 Los Angeles County Civil Grand Jury Final Report sections entitled "MEDI-CAL REIMBURSEMENTS – The Final Resolution of an Ongoing Issue." Per the Grand Jury's request, the Auditor-Controller is responding to Recommendation 1.1.

If you have any questions, please call me at (213) 974-8302.

OV:cy

Attachment

Help Conserve Paper – Print Double-Sided "To Enrich Lives Through Effective and Caring Service"

COUNTY OF LOS ANGELES DEPARTMENT OF AUDITOR-CONTROLLER

2022-2023 CIVIL GRAND JURY RECOMMENDATIONS FOR MEDI-CAL REIMBURSEMENT – THE FINAL RESOLUTION OF AN ONGOING ISSUE

RECOMMENDATION NO. 1.1

The Los Angeles County Auditor-Controller (LACA-C) should continue to follow up with the DHS and report back to the BOS on the resolution of the six partially implemented Priority 1 and 2 recommendations.

RESPONSE

The LACA-C agrees with the recommendation and will implement it. The LACA-C will work with DHS to conduct another follow-up review and report back to the BOS on the status of the six partially implemented Priority 1 and 2 recommendations in accordance with our protocol for audit follow-ups.

Attachment E

Department of Children and Family Services



County of Los Angeles DEPARTMENT OF CHILDREN AND FAMILY SERVICES

510 S. Vermont Avenue, Los Angeles, California 90020 (213) 351-5602

BRANDON T. NICHOLS Director

To:

July 25, 2023

Board of Supervisors HILDA L. SOLIS First District HOLLY J. MITCHELL Second District LINDSEY P. HORVATH Third District JANICE HAHN Fourth District KATHRYN BARGER Filth District

Supervisor Janice Hahn, Chair Supervisor Hilda L. Solis Supervisor Holly J. Mitchell Supervisor Lindsey P. Horvath Supervisor Kathryn Barger

From:

Brandon T. Nichols, Director Department of Children and Family Services

RESPONSE TO THE 2022-2023 LOS ANGELES COUNTY CIVIL GRAND JURY FINAL REPORT RECOMMENDATIONS

Enclosed please find the Department of Children and Family Services' (DCFS) updates to the Civil Grand Jury's recommendation for year 2022-2023. The responses to the recommendations have been prepared for the following Civil Grand Jury report sections titled, "Aging Out: Transitional Aged Youth" Recommendations 1.1, 1.2, 1.2a, 1.2b, 1.3, 1.3a, 1.3b, and 1.5.

If you have any questions, please call me or your staff may call Aldo Marin, DCFS Board Liaison, at (213) 371-6052.

BTN:RR:af

Enclosures

"To Enrich Lives Through Effective and Caring Service"

COUNTY OF LOS ANGELES DEPARTMENT OF CHILDREN AND FAMILY SERVICES

2022-2023 CIVIL GRAND JURY RECOMMENDATIONS FOR AGING OUT: TRANSITIONAL AGED YOUTH

RECOMMENDATION NO. 1.1

Ongoing meetings of the Multi-Disciplinary Teams (MDT) must be regularly scheduled, with mandatory participation of departments, youth, foster parents, and other interested parties.

RESPONSE

The Department agrees with the recommendation. The recommendation has been partially implemented and the timeline for implementation of scheduling ongoing regular meetings is by January 2024. Mandating participation from other departments is contingent upon their agreement. DCFS has already met with the other departments to discuss the need for improved collaboration, and discussed various strategies which would assist with better support for transition age youth. Further discussions are needed in order to determine to what degree other departments are in agreement and can allocate staff to serve as a member of MDTs.

RECOMMENDATION NO. 1.2

DCFS and MDTs should carefully monitor the ages of TAY and other beneficiaries so as to make certain that TAY services and TAY planning begin as early as appropriately possible, at ages 14, 16 or other applicable ages.

RESPONSE

The Department agrees with the recommendation. The recommendations will be implemented. The Department plans to implement by 2024. Although, please note response regarding MDTs to recommendation 1.1.

RECOMMENDATION NO. 1.2a

DCFS, Probation and MDTs should carefully monitor the ages of TAYs so as to make certain that TAYs are made fully aware of services available not only until they reach age 18, but also continuing, where appropriate and available, extending TAY transitional services to ages 21 or 24.

RESPONSE

The Department partially disagrees with the findings in that DCFS and Probation currently monitor the ages of transition age youth and begins discussing transition planning with them no later than their 16th birthdays. The timeframe for full implementation is estimated for 2024 and contingent upon further discussion with other departments as noted in the response to recommendation 1.1. These

discussions include informing youth of the services available to them at age 18 through age 21, as well as additional housing options available to them to and after the age of 24.

The Department agrees that all members of the team supporting the youth should have similar discussions either individually and/or during regularly scheduled meetings (see response to recommendation 1.2).

The recommendation relative to all members of the MDT being aware of and sharing information has not yet been implemented because it is contingent upon further discussion with other departments as noted in the response to recommendation 1.1.

RECOMMENDATION NO. 1.2b

DCFS and Probation should ensure that the youth obtain a driver's license or California ID card, a birth certificate, social security card, medical card, and any other pertinent documents.

DCFS and Probation should assist the youth to obtain public and privately funded services. DPSS should provide information to the TAY for general relief, CalWORKS, CalFresh, and MediCal. DPH should provide information to access medical services.

DCFS and Probation should provide additional TAY services such as employment, housing, healthcare, and (for male TAYs age 18) registration with the Selective Service System. DCFS should provide training so the youth can open a bank account and apply for admission to colleges.

<u>RESPONSE</u>

The Department partially disagrees with the recommendation in that DCFS and Probation already ensure youth obtain a driver's license or California ID card, are provided with their birth certificates, a social security card, medical care and other pertinent documents. The timeframe for full implementation is estimated for 2024 and contingent upon further discussion with the Social Security Administration in addressing a streamlined and consistent protocol for DCFS to request social security cards for youth, and other County departments to connect and access services and resources.

DCFS and Probation already ensure that youth obtain any funds available, are referred to DPSS for assistance, and referred for employment preparedness classes, housing, life skills classes, financial literacy classes which includes information on opening a bank account and assists transition age youth with completing applications for college.

The Department will continue to work with other county departments such as DPSS and DPH and continue conversations with the Social Security Administration to promote and facilitate transition age youth accessing relevant documents.

RECOMMENDATION NO. 1.3

DCFS and Probation should provide training to foster parents or guardians of TAYs to educate them to the procedures, assistance and processes to effectively assist TAYs under their care during the transition period.

RESPONSE

The Department partially agrees with the recommendation. This recommendation is expected to be implemented by January 2024. DCFS has reviewed the courses available to Resource Parents on both the Foster Parent College (FPC) and Foster Kinship Care Education (FKCE) website and found numerous courses related to working with youth who are in their transitional period. While there are numerous trainings available and course availability changes throughout the year, there is an opportunity to explore with FPC and FKCE to see if their course listings can be presented in a way that consolidates the courses under a TAY heading to make it easier for Resource Parents caring for TAY and/or are interested in the topic to easily find. DCFS anticipates having the discussion by November 2023 and implementation in 2024 to be contingent upon the agreement by FPC and FKCE.

RECOMMENDATION NO. 1.3a

DCFS or Probation should require foster parents to receive training and guidance as mandated by the MDT plans. Foster parents and court appointed educational advocates must participate in educational plans with school administration and/or community organizations.

RESPONSE

The Department agrees with the recommendation. This recommendation requires further analysis. The analysis and discussion should be completed by January 2024. The recommendation requires further analysis and discussion with the California Department of Social Services as there is no mandate that foster parents receive specific trainings and guidance that have been determined by a MDT plan, nor that they are mandated to participate in educational plan meetings.

RECOMMENDATION NO. 1.3b

DCFS or Probation should provide foster parents with pertinent case history upon placement.

RESPONSE

The Department agrees with the recommendation. The recommendation has been implemented as this is already mandated by DCFS policy and part of practice.

RECOMMENDATION NO. 1.5

Each department should contribute to an Individual Transition Plan. The Individual Transition Plan should be a collaborative effort of all the involved departments, and the implementation should begin when the TAY reaches age 16. DCFS or Probation should develop one cohesive plan, which includes the desires of the youth for continuing their education/training and future goals. All agencies should ensure that

TAYs and their foster parents participate in all meetings concerning the TAY's case. The departments must ensure that TAYs are given the opportunity to express themselves without fear of retribution.

RESPONSE

The Department agrees with the recommendation. The recommendation has been partially implemented and requires further analysis. The recommendation for implementation with the other departments is targeted for 2024 but is contingent upon further discussion and agreement with other departments. Additionally, DCFS has agreed to create by January 2024 a specialized section of staff who will provide intensive services for youth who are transitioning from care. That section staff will be responsible for supporting transition age youth who are transitioning from care, including working collaboratively with representatives from other County departments.

Attachment F

Executive Office of the Board of Supervisors

EXECUTIVE OFFICE



CELIA ZAVALA EXECUTIVE OFFICER

COUNTY OF LOS ANGELES **EXECUTIVE OFFICE** BOARD OF SUPERVISORS

KENNETH HAHN HALL OF ADMINISTRATION 500 WEST TEMPLE STREET, ROOM 383 LOS ANGELES, CALIFORNIA 90012 (213) 974-1411 + www.bos.lacounty.gov

MEMBERS OF THE BOARD

HILDA L. SOLIS HOLLY J. MITCHELL LINDSEY P. HORVATH JANICE HAHN KATHRYN BARGER

July 21, 2023

TO: Fesia A. Davenport Chief Executive Officer FROM: Celia Zavala

2022-23 LOS ANGELES CIVIL GRAND JURY RESPONSE

Attached are responses to the 2022-23 Civil Grand Jury Final Report. We are responding to specific recommendations related to the following sections:

- Proposition 19 Implementation and Related Matters
- Sheriff's Operations. Examining Transparency, Accountability and Community Policing within the Los Angeles County Sheriff's Department
- Zero Emissions and Air Quality Monitoring

Despite not being a designated department for the Proposition 19 response, it is important to mention that we provided feedback because it relates to the operations of the Assessment Appeals Board division within the Executive Office of the Board of Supervisors.

If you have any questions, please contact me at (213) 974-1401, or your staff may contact Hanna Cheru, Assistant Executive Officer, at (213) 893-2564 or hcheru@bos.lacounty.gov.

CZ:HC:ja

COUNTY OF LOS ANGELES EXECUTIVE OFFICE OF THE BOARD OF SUPERVISORS – ASSESSMENT APPEALS BOARD (EO–AAB)

2022-2023 CIVIL GRAND JURY RECOMMENDATIONS FOR PROPOSITION 19 IMPLEMENTATION AND RELATED MATTERS

RECOMMENDATION NO. 1.3

The BOS should appropriate funds for the development of public education about Proposition 19, proper completion of Preliminary Change of Ownership (PCORs) and related matters, particularly for the purpose of outreach and professional education for real estate professionals such as real estate brokers and agents.

RESPONSE

The respondent partially agrees with the finding. This recommendation will not be implemented.

The AAB serves as the board of equalization for the BOS, and therefore does not interact with property owners when filing for Proposition 19 applications, filling out PCORs or other property tax forms until after the assessment of their property and only when an appeal is filed. Nonetheless, the AAB agrees that funding should be appropriated for the development of public education about property taxation to avoid unnecessary filings of appeals applications. The AAB agrees to collaborate with the Assessor's Office to develop educational content funded by the BOS.

RECOMMENDATION NO. 1.4

The BOS should consider increasing the filing fees for assessment appeals, while making a portion or all of it refundable in cases where the appellant prevails.

RESPONSE

The respondent agrees with the finding. The recommendation requires further analysis.

The AAB will reevaluate its application filing fees and conduct a cost study including charges by other counties. This study will consider the actual cost of processing appeal applications and consider a refund process. A refund process would need to be evaluated to determine the feasibility of implementation (i.e., minimum reduction amount that warrants a refund, impact on County revenue, percentage of reduction to roll value, etc.). The study will also require research of the policies of other counties and interviews of their staff to determine the challenges of increased filing fees or refunds. Additional meetings will be scheduled with the Assessor's office to discuss process and procedures related to their function. The study is anticipated to take six months.

RECOMMENDATION NO. 1.5

The assessment appeals system should be examined by the County Assessor's Office and by the BOS with a view to reforming it and improving timeliness of appeals and hearings.

RESPONSE

The respondent agrees with the finding. The recommendation has been implemented.

The process to appeal a property tax assessment in the County has evolved organically to service the needs of multiple stakeholders. It is decidedly manual and paper-based, with approximately 60 percent of applications arriving as a paper form, mailed-in or dropped off at the AAB office, despite the option for online submission via a web portal.

The AAB implemented its Business Process Improvement (BPI) multi-phase implementation plan. This plan includes process enhancements using automation and current technologies to streamline our processes, system, online services, and information delivery, as well as the implementation of new scheduling strategies for optimal hearing efficiencies and increased closure rate. As a result, the AAB has been able to schedule new applications within six to eight months (or sooner) from when the appeal is received, as opposed to prior times that could be 10 to 12 months. The AAB has also increased the number of Board hearings from three to four prior to the pandemic, to now eight hearings per day, due to the effectiveness of using virtual hearings. Hearing Officer hearings have also increased from one per day pre-pandemic to two to three virtual hearings per day. The AAB continues to strategize on how to streamline the appeal process and optimize the customer's overall experience.

The AAB has also focused on enhancing the public's experience when navigating the AAB website, including improving the accessibility to information and online services by ensuring the website can be translated and designing an intuitive webpage. The AAB has also increased its public outreach and education efforts by attending community events related to homeownership. More recently, the AAB implemented electronic forms to eliminate manual processing of administrative paperwork to reduce wait times on the submission of forms.

Although the AAB is currently focused on eliminating the existing backlog and enhancing the current AAB system to alleviate major process pain points that exist today, these phases are about getting back to a healthy state. Once there, the AAB will shift its focus to set a new bar and deliver a best-in-class service to taxpayers and County staff. Designing a better user experience will allow for even more efficiencies in application processing and correspondence to be enjoyed by AAB staff.

COUNTY OF LOS ANGELES EXECUTIVE OFFICE OF THE BOARD OF SUPERVISORS – OFFICE OF INSPECTOR GENERAL AND CIVILIAN OVERSIGHT COMMISSION

2022-2023 CIVIL GRAND JURY RECOMMENDATIONS FOR SHERIFF'S OPERATIONS: AN EROSION OF TRUST, EXAMINING TRANSPARENCY, ACCOUNTABILITY AND COMMUNITY POLICING WITHIN THE LASD

RECOMMENDATION NO. 1.4

LASD and oversight monitors should publicize the existence of the Special Counsel by adding contact information somewhere on their public websites.

RESPONSE

The respondent agrees with the finding. The recommendation has been implemented.

In June 1993, the Los Angeles County BOS designated Merrick Bobb to serve as Special Counsel to the BOS to report to the Board on LASD's implementation of the Kolts Commission recommendations. Special Counsel served in that capacity and issued semi-annual reports between 1993-2014. The Office of Inspector General was created by Los Angeles County Code Section 6.44.190 in 2014, to promote constitutional policing and the fair and impartial administration of justice by providing comprehensive oversight, monitoring, and reporting about LASD. The Ordinance states that the Inspector General serves as Special Counsel to the BOS and to the Civilian Oversight and Probation Oversight Commissions. The Office of Inspector General's and the Civilian Oversight Commission's websites were updated to better publicize this.

COUNTY OF LOS ANGELES EXECUTIVE OFFICE OF THE BOARD OF SUPERVISORS – CHIEF SUSTAINABILITY OFFICE (CSO)

2022-2023 CIVIL GRAND JURY RECOMMENDATIONS FOR ZERO EMISSIONS AND AIR QUALITY MONITORING

RECOMMENDATION NO .1.6

This committee supports the option of green hydrogen but recommends that the exposure of nitrous oxide pollution be identified and eliminated in its energy applications.

RESPONSE

The respondent agrees with the finding. However, the recommendation requires additional analysis to understand the most appropriate applications for green hydrogen and how the consequences of hydrogen use, such as nitrous oxide pollution, can be best be identified and eliminated.

The CSO plans to do a preliminary exploration of the sustainability and equity considerations associated with the production and use of hydrogen and discuss next steps with the BOS and relevant Departments over the next six months.

RECOMMENDATION NO. 1.7

Nitrous oxides need to be contained during hydrogen production operations.

RESPONSE

The respondent agrees with the finding. However, the recommendation requires additional analysis to understand the considerations associated with hydrogen production, including containment and mitigation of nitrous oxide pollution.

The CSO plans to do a preliminary exploration of the sustainability and equity considerations associated with the production and use of hydrogen and discuss next steps with the BOS and relevant Departments over the next six months.

RECOMMENDATION NO. 1.8

(a) Schools, county/city public agencies/buildings, and commercial offices should be retrofitted with energy efficient systems, thereby modeling consistent ZE goals and practices.

(b) Construction building codes should reflect ZE goals.

RESPONSE

The respondent agrees with the finding. The recommendation will be implemented.

The State and County both have climate pollution reduction goals that include decarbonization for new and existing buildings, and the County is actively pursuing strategies to achieve these goals. Areas of activity include how to prioritize buildings for retrofits and regulations, technological challenges and solutions associated with converting new and existing buildings from gas to electric equipment, potential sources of funding to address the needs of different building types and planning for engagement and outreach around building decarbonization. Currently, the County is exploring available regulatory mechanisms to incorporate decarbonization goals into building codes and standards. The CSO will have more detailed implementation strategies to share over the next six to 12 months to align with relevant considerations, including anticipated state guidance on funding for decarbonization of existing buildings and an anticipated ruling from the 9th Circuit on relevant case law for new buildings.

RECOMMENDATION NO. 1.9

In order to comply with Senate Bill (SB) 1383, separating food waste from regular garbage disposal intro green collection bins and its collection needs to be closely monitored.

RESPONSE

The respondent disagrees with the finding. The recommendation will not be implemented since CSO does not have a monitoring or reporting role related to waste.

RECOMMENDATION NO. 1.10

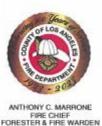
Each Los Angeles Sanitation District should publish updated reports on their community's adherence to SB 1383.

RESPONSE

The respondent disagrees with the finding. The recommendation will not be implemented since CSO does not have authority over the Los Angeles Sanitation District.

Attachment G

Fire Department



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

COUNTY OF LOS ANGELES FIRE DEPARTMENT

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



BOARD OF SUPERVISORS JANICE HAHN, CHAIR FOURTH DISTRICT HILDA L. SOLIS HOLLY J. MITCHELL FIRST DISTRICT LINDSEY P. HORVATH THIRD DISTRICT

July 21, 2023

TO: FESIA DAVENPORT, CHIEF EXECUTIVE OFFICER

FROM: ANTHONY C. MARRONE, FIRE CHIEF

RESPONSES TO THE 2022-23 LOS ANGELES COUNTY CIVIL GRAND JURY FINAL REPORT

As requested in your memo dated July 3, 2023, attached are the Los Angeles County Fire Department's responses to the following recommendations from the 2022-23 Civil Grand Jury Final Report:

- Have we M.E.T? Mental Health Evaluation Teams and How They Work, Recommendation Numbers 1.2b, 1.3, 1.4a, 1.4b, 1.6, 1.7.
- Los Angeles County Fire Department Workers Compensation, Recommendation Numbers 1.1b, 1.2a, 1.2b, 1.2c, 1.2d, 1.3, 1.4, 1.5, 1.6a, 1.6b, 1.7a, 1.7b, 1.8, 1.9, 1.10.

Should you have any questions, please contact me directly at (323) 881-6180.

ACM:al

AGOURA HIL ARTESIA AZUSA BALDWIN PA BELL BELL GARDI BELL FLOWE

BRADBURY

Attachments (2)

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

WLLS-	CARSON CERRITOS	EL MONTE GARDENA	INGLEWOOD IRWINDALE	LAWNDALE	PICO RIVERA POMONA	SIGNAL HILL SOUTH EL MONTE
	CLAREMONT	GLENDORA	LA CANADA-FLINTRIDGE	LYNWCOD	RANCHO PALOS VERDES	SOUTH GATE
PARK	COMMERCE COVINA	HAWARAN GARDENS HAWTHORNE	LA MABRA LA MIRADA	MALIBU MAYWOOD	ROLLING HILLS ROLLING HILLS ESTATES	TEMPLE CITY VERNON
DENS	CUDAHY DIAMOND BAR	HERMOSA BEACH HIDDEN HELS	LA PUENTE LAKEWOOD	NORWALK PALMDALE	ROSEMEAD SAN DIMAS	WALNUT WEST HOLLYWOOD
s	OUARTE	HUNTINGTON PARK INDUSTRY	LANCASTER	PALOS VERDES ESTATES PARAMOUNT	SANTA CLARITA	WESTLAKE VILLAGE WHITTIER

COUNTY OF LOS ANGELES LOS ANGELES COUNTY FIRE DEPARTMENT

2022-2023 CIVIL GRAND JURY RECOMMENDATIONS FOR HAVE WE M.E.T? MENTAL HEALTH EVALUATION TEAMS AND HOW THEY WORK?

RECOMMENDATION NO. 1.2b

DMH/BOS should allow agencies to hire specially trained employees (non-certified, but equally qualified) in place of DMH employed mental health professionals, if DMH cannot provide sufficient personnel. Agencies should be reimbursed in whole or in part for such hires.

RESPONSE

Disagree. This recommendation will not be implemented by LACoFD as jurisdiction for this recommendation falls outside of the LACoFD.

RECOMMENDATION NO. 1.3

BOS/LASD/LACoFD/LAPD and the LACC should authorize an update or replacement of the current CAD system to integrate it with systems in use by other agencies.

RESPONSE

Agree. This recommendation is in the process of being implemented. Funding, through the County's IT Legacy Fund, has been approved to upgrade LACoFD's CAD which should allow better integration and distribution of LACoFD specialty resources within the jurisdictions served by the LACoFD. It is anticipated that the CAD upgrade will be completed by Quarter 4, 2025.

RECOMMENDATION NO. 1.4a

BOS/DMH/DPH/DHS should improve patient navigation services for recipients of emergency medical health services or allow agencies to provide their own patient navigation personnel to enable them to provide expanded services.

RESPONSE

Disagree. This recommendation will not be implemented by LACoFD as jurisdiction for this recommendation falls outside the LACoFD.

RECOMMENDATION NO. 1.4b

LACoFD should be authorized to provide their own patient navigation personnel. Agency should be reimbursed by the County in whole or in part for such hires.

RESPONSE

Partially disagree. This recommendation will require further analysis. Recommendations for additional resources will be made within the context of the overall budget, numerous funding priorities, and competing requests. Additionally, any such positions would ideally be DMH/DPSS/DPH positions to assigned to support LACoFD's mission, as LACoFD does not have the expertise nor the internal resources to provide the training and support that they would require.

RECOMMENDATION NO. 1.6

BOS/DMH/DHS/DPH should authorize the development and staffing of additional Psychiatric Urgent Care Centers and Sobering Centers in key locations to help provide sufficient placement of mental health patients.

RESPONSE

Disagree. This recommendation will not be implemented by LACoFD because jurisdiction for this recommendation falls outside the LACoFD.

RECOMMENDATION NO. 1.7

DMH/DPH/DHS and the BOS should substantially increase the number rescue transport vehicles in service to promote additional opportunities for persons in need.

RESPONSE

Disagree. This recommendation will not be implemented by LACoFD as jurisdiction for this recommendation falls outside the LACoFD.

COUNTY OF LOS ANGELES LOS ANGELES COUNTY FIRE DEPARTMENT

2022-2023 CIVIL GRAND JURY RECOMMENDATIONS FOR LOS ANGELES COUNTY FIRE DEPARTMENT WORKERS COMPENSATION

RECOMMENDATION NO. 1.1.b

LACoFD should be invited to participate in the development of the renewal of the TPA Unit C contract.

RESPONSE

Disagree. This recommendation will not be implemented as jurisdiction for this recommendation falls with the CEO.

RECOMMENDATION NO. 1.2.a

LACoFD, working with the CEO and Department of Human Resources (DHR), should amend the existing TPA Unit C contract with Sedgwick to include detailed ASIs on preferred methods of claims management for the remainder of the existing contract. Future contracts with any TPA must include these ASIs.

RESPONSE

Disagree. This recommendation will not be implemented as jurisdiction for this recommendation falls with the CEO.

RECOMMENDATION NO. 1.2.b

The ASI amendments should direct Sedgwick adjusters to provide "point of entry" authorization for all firefighter WC claims for the remainder of the existing contract. Future contracts with any TPA must include these ASIs.

RESPONSE

Disagree. This recommendation will not be implemented as jurisdiction for this recommendation falls with the CEO.

RECOMMENDATION NO. 1.2.c

The ASI amendments should include penalties for delays in claims caused by Sedgwick's claims handling that result in LACoFD having to use overtime staffing for the remainder of the existing contract. Future contracts with any TPA must include these ASIs.

RESPONSE

Disagree. This recommendation will not be implemented as jurisdiction for this recommendation falls with the CEO.

RECOMMENDATION NO. 1.2.d

LACoFD should consider arranging "ride-alongs" to help claims adjusters better understand the nature of firefighters work by observing their activities.

RESPONSE

Disagree. This recommendation will not be implemented. The Department has established a process of a "Show-Me" day at the Department's training facility to help claims adjusters better understand the nature of firefighters work by observing their activities. Attendees include staff from Sedgwick, the CEO, and the Department's Disability Management and Compliance Section (DMCS). The demonstration includes a live fire event with an emergency response operation that will provide more insight on the types of tools and skills used by firefighters on incidents. This event is expected to take place in the fall 2023. Based on the intent of the recommendation the Department believes this satisfies the recommendation.

RECOMMENDATION NO .1.3

The ASI amendments should authorize TPA adjusters to pay up to 25 percent more than the Office Medical Fee Schedule (OMFS) standard fees for doctors to treat firefighter patients in order to expedite treatment and recovery for the remainder of the existing contract. Future contracts with any TPA must include these ASIs.

RESPONSE

Disagree. This recommendation will not be implemented as jurisdiction for this recommendation falls with the CEO.

RECOMMENDATION NO .1.4

LACoFD should work with DHR to expand the contracted clinic network to expedite treatment for the most common firefighter injuries, particularly orthopedic injuries.

RESPONSE

Partially Agree. This recommendation will be implemented. However, this recommendation does not fall within the responsibilities of DHR but within the jurisdiction of the CEO's responsibilities.

RECOMMENDATION NO .1.5

LACoFD should authorize firefighters' workers compensation (WC) claims immediately, and not contest such claims, except where fraud or demonstrable misconduct is suspected.

RESPONSE

Disagree. This recommendation will not be implemented as jurisdiction for this recommendation falls with the CEO.

RECOMMENDATION NO. 1.6.a

LACoFD should offer financially attractive buyouts of Labor Code (LC) 4850 benefits for firefighters who are permanently disabled or forced by injuries into retirement. This would allow firefighters to retire and be replaced by permanent hires.

<u>RESPONSE</u>

Partially Disagree. This recommendation requires further analysis. LACoFD will continue to work collaboratively with CEO and County Counsel on the analysis to ensure any settlement offer is reasonable and weighs available resources and competing priorities. The implementation will be predicated on an injured firefighter's willingness to retire prior to using the full year of the LC 4850 benefit. While receiving LC 4850 benefits, the firefighter continues to accrue retirement service time and other employment benefits that might be paid pre-retirement and pensionable. A settlement of LC 4850 benefits may not be supported by existing law and would unlikely be approved by the Workers' Compensation Board. The analysis of all settlements needs to be conducted on a case-by-case basis and subject to review and approval of all parties.

RECOMMENDATION NO. 1.6.b

LACoFD should continue to offer frequent Academy classes to hire more recruits. This will reduce reliance on backfill overtime staffing.

<u>RESPONSE</u>

Agree. This recommendation has been implemented. The Department continues to maintain a minimum of 3-4 Recruit Training Academies per year. The maximum number of recruits per academy is 56 recruits. On average, 80 percent of recruits are successful in completing the training academy. Each academy costs the Department approximately \$3-4 million. The Department budgets for three recruit academies per fiscal year and funding would need to be identified for any additional academies. Also, staffing at the firefighter rank is not a driving factor in the utilization of backfill overtime. From 2021 to 2022, the Department over hired fire fighters and found that it had no effect on the utilization of backfill overtime.

The Department's utilization of backfill is primarily due to vacancies at the fire fighter specialist rank and the large number of fire captains out on leave which creates staffing issues. In an effort to mitigate the issue, the Department will often over hire captains. In order to reduce the impact of backfill overtime staffing, the Department will have to focus on fire captains out on leave and continue to hold regular promotions for fire fighter specialist and fire captain ranks.

RECOMMENDATION NO. 1.7.a

LACoFD should make full use of CEO Risk Management's Ventiv Claims Enterprise (VCE) to manage WC claims and its RTW program.

RESPONSE

Agree. This recommendation will be implemented and will work collaboratively with the CEO.

RECOMMENDATION NO. 1.7.b

DHR should assist LACoFD by developing a comprehensive Disability Compliance Record module as part of VCE.

<u>RESPONSE</u>

Agree. This recommendation will be implemented. DHR has developed a module for the recording and tracking disability management and compliance Countywide (formerly referred to as "return-to-work"). This new module joins other modules on the Ventiv platform, including modules for the management of workers' comp claims, and absence (protected leave) management.

The module is currently undergoing user testing; once testing has been completed satisfactorily, the module will be rolled out to all departments, along with robust training to ensure fidelity in application.

RECOMMENDATION NO. 1.8

LACoFD should continue to develop creative return-to-work strategies, such as remote work by computer, work from home, and community service work.

RESPONSE

Agree. This recommendation has been implemented. LACoFD continuously evaluates return-to-work strategies. The Department has implemented changes to the patient status report emphasizing the temporary work restriction section which enables the Department to readily evaluate injured workers for limited duty assignments. Alternative limited duty schedules have been implemented to include 9/80, 4/10, and 3/36 as alternatives to the 5/40 schedule. Limited duty from home is an option that is being evaluated. The Department has engaged with Sedgwick to ensure timely delivery of temporary work restrictions.

RECOMMENDATION NO. 1.9

LACoFD should continue to emphasize firefighter training and physical and mental fitness programs to control the frequency and severity of injuries/illnesses.

RESPONSE

Agree. This recommendation will be implemented. The Department's Fitness For Life Program provides modules four times a year, on fitness/health, the last two have addressed the following topics:

- Food Safety and Handling
- Occupational Fitness Assessment Test

Additionally, the Wellness Division will establish a periodical/video quarterly to provide a Well-Talk. It will include the following programs: Peer Support, Chaplains, Fitness for Life and Health Programs Office. These periodical/videos will provide Department members with updated information regarding upcoming events, helpful hints, and navigating the Wellness Division's services.

RECOMMENDATION NO. 1.10

LACoFD should continue to reach out to firefighters on disability through frequent personal contact by peers and supervisors as part of its employee wellness programs.

<u>RESPONSE</u>

Agree. This recommendation has been implemented. In March 2023, the Wellness Division began receiving a list of current employees out on injury/illness over 90 days. This list is disseminated through the peer support leads to our peer support members who reach out and provide a "check-in" and assist with any possible issues the employee maybe having with the workers' compensation claims' process. Follow-up contact is provided, as needed, to assist these employees.

Attachment H

Health Services



July 26, 2023

TO:

Los Angeles County Board of Supervisors

> Hilda L. Solis First District

Holly J. Mitchell Second District Fesia A. Davenport Chief Executive Officer

FROM: Christina R. Ghaly, M.D. Director

1.6, 1.7, 1.8a, and 1.8b.

addressing Recommendation Number 1.1.

concur with and have

Lindsey P. Horvath Third District

Director

SUBJECT: Janice Hahn Fourth District

Kathryn Barger Fith District

Attached are the Department of Health Services' (DHS') responses to the 2022-2023 Los Angeles Civil Grand Jury (CGJ) Reports Sections:

"Have We M.E.T.?" – Recommendation Numbers 1.1, 1.4a,

COUNTY CIVIL GRAND JURY REPORT

RESPONSE TO THE 2022-2023 LOS ANGELES

Christina R. Ghaly, M.D. Director

Hal F. Yee, Jr., M.D., Ph.D. Chiel Deputy Director, Clinical Atlains

Nina J. Park, M.D. Cleal Deputy Director, Population Health

> Elizabeth M. Jacobi, J.D. Administrative Deputy

These recommendations will not be implemented as jurisdiction falls with the Department of Mental Health (DMH). DHS defers to DMH for the responses to Recommendations 1.1, 1.4a, 1.6, 1.7, 1.8a, and

 "MEDI-CAL Reimbursement, The Final Resolution of an Ongoing Issue" – Recommendation Numbers 1.1 and 1.2

initiated actions

to

address

We concur and will continue to work with the Auditor-Controller in

313 N. Figueroa Street, Suite 912 Los Angeles, CA 90012

> Tel: (213) 288-8050 Fax: (213) 481-0503

www.dhs.lecounty.gov

"To advance the health of our patients and our communities by providing extraordinary care" Recommendation Number 1.2. If you have any questions or require additional information, please let me know or your staff may contact Maria Lorena Andrade-Guzman at

(213) 288-7901 or Angelo Cariaga at (213) 288-8437.

CRG:nm

1.8b.

We

Attachments

c: Hal F. Yee, Jr., M.D. Chief Deputy Director, Clinical Affairs Allan Wecker, Chief Financial Officer Kevin Lynch, Chief Information Officer



www.dhs.lacounty.gov

COUNTY OF LOS ANGELES DEPARTMENT OF HEALTH SERVICES

2022-2023 CIVIL GRAND JURY RECOMMENDATIONS FOR HAVE WE M.E.T? MENTAL HEALTH EVALUATION TEAMS AND HOW THEY WORK?

RECOMMENDATION NO. 1.1

DPH/DHS/DMH/BOS should prioritize recruitment of additional mental health clinicians. Among other possibilities additional benefits, financial incentives, tuition reimbursements or student loan buy-outs, and flexible schedules should all be explored.

RESPONSE

The DHS disagrees with the finding.

This recommendation will not be implemented as jurisdiction for this recommendation falls with the DMH. DHS defers to DMH for response to Recommendation No. 1.1.

RECOMMENDATION NO. 1.4a

BOS/DMH/DPH/DHS should improve patient navigation services for recipients of emergency mental health services or allow agencies to provide their own patient navigation personnel to enable them to provide expanded services.

RESPONSE

DHS disagrees with the finding.

This recommendation will not be implemented as jurisdiction for this recommendation falls with DMH. DHS defers to DMH for response to Recommendation No. 1.4a.

RECOMMENDATION NO. 1.6

BOS/DMH/DHS/DPH should authorize the development and staffing of additional Psychiatric Urgent Care Centers and Sobering Centers in key locations to help provide sufficient placements of mental health patients.

RESPONSE

DHS disagrees with the finding.

This recommendation will not be implemented as jurisdiction for this recommendation falls with DMH. DHS defers to DMH for response to Recommendation No. 1.6.

RECOMMENDATION NO. 1.7

DMH/DPH/DHS and the BOS should substantially increase the number of rescue transport vehicles in service to promote additional opportunities for persons in need.

<u>RESPONSE</u>

DHS disagrees with the finding.

This recommendation will not be implemented as jurisdiction for this recommendation falls with DMH. DHS defers to DMH for response to Recommendation No. 1.7.

RECOMMENDATION NO. 1.8a

Given the need for the construction of additional mental health campuses and permanent supportive care for mentally ill patients, the BOS and LACC should endeavor to fully support and participate in the Governor's efforts to provide construction funding and programs.

RESPONSE

DHS disagrees with the finding.

This recommendation will not be implemented as jurisdiction for this recommendation falls with DMH. DHS defers to DMH for response to Recommendation No. 1.8a.

RECOMMENDATION NO. 1.8b

In order to provide additional long-term mental health campuses, residential settings, and permanent supportive housing the BOS and LACC should prioritize acquiring, renovating, and opening mental health facilities.

RESPONSE

DHS disagrees with the finding.

This recommendation will not be implemented as jurisdiction for this recommendation falls with DMH. DHS defers to DMH for response to Recommendation No. 1.8b.

COUNTY OF LOS ANGELES DEPARTMENT OF HEALTH SERVICES

2022-2023 CIVIL GRAND JURY RECOMMENDATIONS FOR MEDI-CAL REIMBURSEMENT – THE FINAL RESOLUTION OF AN ONGOING ISSUE

RECOMMENDATION NO. 1.1

The LACA-C should continue to follow-up with DHS and report back to BOS on the resolution of the six partially implemented Priority 1 and 2 recommendations.

In the Auditor-Controller's Department of Health Services (DHS) – Online Real-time Centralized Health Information Database (ORCHID) System Review – First Followup Review (Report #K19FZ) dated March 17, 2023, they noted the following six partially implemented recommendations:

- 1. **Medical Coding Backlog (Priority 1)** DHS management implement a plan to resolve the medical coding backlog to ensure patient services are billed within insurance provider's billing deadlines.
- Medical Coding Process (Priority 1) DHS management strengthen the medical coding process to ensure coding is timely and accurate before billing by:
 - a. Evaluating enhancing ORCHID (Online Real-time Centralized Health Information Database), and in the interim establishing manual processes, to notify coding staff when incomplete patient records are updated, and notify medical and coding supervisory personnel when incomplete records remain unresolved for extended periods (e.g., 15 or 30 days).
 - b. Implementing a process to review coding accuracy (e.g., on a sample basis) before billing.
 - c. Maintaining documentation to support billing error investigations.
- 3. **Recording Patient Services (Priority 1)** DHS management review the design of the process for recording patient services in ORCHID to determine whether processes, including management self-monitoring, can be strengthened to ensure medical staff record patient services completely and accurately before they are sent for medical coding.
- Privilege User Activity Reviews (Priority 2) DHS management strengthen the process for reviewing their employee's user activity in ORCHID by reviewing activity from all privileged users/areas and documenting the review to support the activity is appropriate and authorized.
- 5. **Management Monitoring of Internal Controls (Priority 2)** DHS management ensure ongoing self-monitoring processes include:

- a. Examination of processes/control activities, such as review of an adequate number of transactions on a regular basis to ensure adherence to County rules.
- b. Documenting the monitoring activity and retaining evidence so it can be subsequently validated.
- c. Elevating material exceptions to management on a timely basis to ensure awareness of relative control risk, and to ensure appropriate corrective actions are implemented.
- Standards and Procedures (Priority 2) DHS management ensure written standards and procedures adequately guide supervisors and staff in the performance of their duties for all ORCHID processes.

<u>RESPONSE</u>

DHS agrees with the recommendation.

DHS will work with the Auditor-Controller to ensure that all three Priority 1 recommendations and two Priority 2 recommendations (Issue 5 and Issue 6 noted above) will be fully implemented by September 30, 2023. DHS estimates that Issue 4 – Privileged User Activity Review will be implemented by December 31, 2023.

RECOMMENDATION NO. 1.2

The DHS should complete the resolution of the six partially implemented Priority 1 and 2 recommendations, no later than September 30, 2023.

RESPONSE

DHS agrees with this recommendation.

All three Priority 1 findings and two Priority 2 recommendations (Issue 5 and Issue 6 noted above) will be implemented by September 30, 2023. Issue 4 – Privileged User Activity Reviews will be implemented by December 31, 2023.

Attachment I

Human Resources



DIRECTOR OF PERSONNEL

COUNTY OF LOS ANGELES DEPARTMENT OF HUMAN RESOURCES

KENNETH HAIN HALL OF ADMINISTRATION 500 W. TEMPLE STREET, ROOM 579 + LOS ANGELES, CALIFORNIA 90012 (213) 974-2406 + FAX (213) 621-0367 BRANCH OFFICE 510 S. VERMONT AVENUE, 12TH FLOOR + LOS ANGELES, CALIFORNIA 90020 (213) 866-5846 + FAX (213) 637-0821

July 28, 2023

To: Fesia A. Davenport Chief Executive Officer

From:



RESPONSE TO CIVIL GRAND JURY FINAL REPORT

Attached is the response from the Department of Human Resources to the Civil Grand Jury Final Report regarding the Los Angeles County Fire Department Workers' Compensation.

Should you have questions, please contact me or Pamela A. Missett, Chief Deputy, at (213) 866-2359 or pmissett@hr.lacounty.gov.

LMG:PAM:jgg

Attachment

LMG to CEO - Response to CGJ Report - 07-28-2023

To Enrich Lives Through Effective and Caring Service

COUNTY OF LOS ANGELES DEPARTMENT OF HUMAN RESOURCES

2022-2023 CIVIL GRAND JURY RECOMMENDATIONS FOR LOS ANGELES COUNTY FIRE DEPARTMENT WORKERS' COMPENSATION

RECOMMENDATION 1.2a

LACoFD, working with the CEO and DHR, should amend the existing TPA Unit C contract with Sedgwick to include detailed ASIs on preferred methods of claims management for the remainder of the existing contract. Future contracts with any TPA must include these ASIs.

RESPONSE

Disagree. This recommendation will not be implemented by DHR as jurisdiction for this recommendation is with the CEO's Risk Management Division.

RECOMMENDATION 1.2b

The ASI amendments should direct Sedgwick adjusters to provide "point of entry" authorization for all firefighter WC claims for the remainder of the existing contract. Future contracts with any TPA must include these ASIs.

RESPONSE

Disagree. This recommendation will not be implemented by DHR as jurisdiction for this recommendation is with the CEO's Risk Management Division.

RECOMMENDATION 1.2c

The ASI amendments should include penalties for delays in claims caused by Sedgwick's claims handling that result in LACoFD having to use overtime staffing for the remainder of the existing contract. Future contracts with any TPA must include these ASIs.

RESPONSE

Disagree. This recommendation will not be implemented by DHR as jurisdiction for this recommendation is with the CEO's Risk Management Division.

RECOMMENDATION 1.3

The ASI amendments should authorize TPA adjusters to pay up to 25% more than the OMFS standard fees for doctors to treat firefighter patients in order to expedite treatment and recovery for the remainder of the existing contract. Future contracts with any TPA must include these ASIs.

RESPONSE

Disagree. This recommendation will not be implemented by DHR as jurisdiction for this recommendation is with the CEO's Risk Management Division.

RECOMMENDATION 1.4

LACoFD should work with DHR to expand the contracted clinic network to expedite treatment for the most common firefighter injuries, particularly orthopedic injuries.

RESPONSE

Partially Agree. This recommendation will not be implemented by DHR as jurisdiction for this recommendation is with the CEO's Risk Management Division.

RECOMMENDATION 1.6.a

LACoFD should offer financially attractive buyouts of LC 4850 benefits for firefighters who are permanently disabled or forced by injuries into retirement. This would allow firefighters to retire and be replaced by permanent hires.

RESPONSE

Partially Disagree. This recommendation will not be implemented by DHR as jurisdiction for this recommendation is with the CEO's Risk Management Division.

RECOMMENDATION 1.6.b

LACoFD should continue to offer frequent Academy classes in order to hire more recruits. This will reduce reliance on backfill overtime staffing.

RESPONSE

Partially agree. This recommendation will not be implemented by DHR as jurisdiction for this recommendation is with the LACoFD.

RECOMMENDATION 1.7.a

LACoFD should make full use of CEO Risk Management's VCE to manage WC claims and its RTW program.

<u>RESPONSE</u>

Partially agree. This recommendation will not be implemented by DHR as jurisdiction for this recommendation is with the CEO's Risk Management Division.

RECOMMENDATION 1.7.b

DHR should assist LACoFD by developing a comprehensive Disability Compliance Record module as part of VCE.

RESPONSE

Agree. This recommendation will be implemented in the coming weeks.

DHR has developed a module dedicated to the tracking and management of disability compliance cases Countywide; this module was developed to integrate with and support the County's new framework for disability management and compliance across all departments. The module is currently in the final phase of user testing and will be rolled out for Countywide use in the next few weeks; the expectation will be that all departments, including the LACoFD, will use this module as the sole system of record for managing all their disability cases.

Attachment J

Internal Services Department



County of Los Angeles INTERNAL SERVICES DEPARTMENT

1100 North Eastern Avenue Los Angeles, California 90063

SELWYN HOLLINS Director

"Trusted Partner and Provider of Choice"

Telephone: (323) 267-2101 FAX: (323) 264-7135

July 20, 2023

To: Cheri Thomas Chief Executive Office From: Selwyn Holling

2022 - 2023 LOS ANGELES COUNTY CIVIL GRAND JURY RESPONSE

Attached is the response to the 2022-2023 Los Angeles County Civil Grand Jury Final Report for the Inmate Reception Center recommendations 6.1, 6.2, 6.3. Internal Services Department collaborated with Sheriff's Department and the CEO-Chief Information Officer on the response.

If there are additional questions, please contact Mirian Avalos, General Manager of Information Technology Services at (323) 443-6305, via email: MSAvalos@isd.lacounty.gov.

SH:MO:MA:rk

Attachment

c: Sheriff's Department CEO-Chief Information Officer

COUNTY OF LOS ANGELES INTERNAL SERVICES DEPARTMENT

2022-2023 CIVIL GRAND JURY RECOMMENDATIONS FOR THE INMATE RECEPTION CENTER

RECOMMENDATION NO. 6.1

The entire AJIS system must be replaced with a modern information system that utilizes data integration techniques. This will provide SECURE, fast, accurate, and complete information for the staff and managers, and provide fair and timely treatment for the inmates. Until the information system is modernized, the IRC will not be able to improve its performance significantly. All other improvements are dependent on putting in place a system that can interact with the similar systems of other relevant agencies, especially the Court.

RESPONSE

The Internal Services Department (ISD) agrees with this recommendation. This recommendation will not be implemented by ISD as jurisdiction for this recommendation falls with the LASD. ISD defers to the LASD response.

LASD is actively involved with a vendor to initiate the replacement of the legacy AJIS system. The objective is to implement a contemporary system that aligns with current needs and requirements. A response to the BOS is pending the completion of a gap analysis. That analysis is expected to conclude in September 2023.

RECOMMENDATION NO. 6.2

The County should develop an information system capable of receiving data and communications from the Court. It is imperative that these two systems communicate because a real time, interactive system will significantly decrease the time that inmates are held at the IRC.

RESPONSE

ISD agrees with this recommendation. This recommendation will not be implemented by ISD as jurisdiction for this recommendation falls with the LASD. ISD defers to the LASD's response. It is imperative for LASD to incorporate communication interfaces as part of the system requirements. Collaboratively working with the Court to establish essential communication interfaces for their upcoming Tyler Odyssey system, scheduled to go live in November 2023, is critical.

RECOMMENDATION NO. 6.3

Whether a new system is built in-house or contracted out, staff must be included in every step of the design, development, testing, and implementation. If staff needs are shortchanged, the project will suffer ongoing deficiencies, and the IRC will not see maximum improvement.

RESPONSE

ISD agrees with this recommendation. This recommendation will not be implemented by ISD as jurisdiction for this recommendation falls with the LASD. ISD defers to the LASD's response.

We recommend the formation of a project steering committee comprising key stakeholders from all business and technical sectors within the organization. Ensuring the participation of well-suited representatives at all organizational levels throughout each project phase will be instrumental in achieving success by effectively addressing business and technical requirements. Attachment K

Department of Mental Health



DEPARTMENT OF MENTAL HEALTH

hope. recovery. wellbeing.

LISA H. WONG, Psy.D. Director

Curley L. Bonds, M.D. Chief Medical Officer Connie D. Draxler, M.P.A. Acting Chief Deputy Director

July 20, 2023

TO: Fesia A. Davenport Chief Executive Officer

FROM: L

Lisa H. Wong, Psy BMMy, BD

SUBJECT: RESPONSES TO THE 2022-2023 LOS ANGELES COUNTY CIVIL GRAND JURY FINAL REPORT

Attached please find the responses to the Civil Grand Jury's final report from the Los Angeles County Department of Mental Health. The responses pertain to audit sections: "AGING OUT – Transitional Aged Youth" and "HAVE WE M.E.T.? – Mental Health Evaluation Teams and How They Work."

Please let me know if you need additional information.

LHW:tld

Attachments (2)

510 S. VERMONT AVENUE, LOS ANGELES, CA 90020 | HTTPS://DMH.LACOUNTY.GOV | (000) 054-7771

COUNTY OF LOS ANGELES DEPARTMENT OF MENTAL HEALTH

2022-2023 CIVIL GRAND JURY RECOMMENDATIONS FOR AGING OUT: TRANSITIONAL AGED YOUTH

RECOMMENDATION NO. 1.1

Ongoing meetings of the MDTs must be regularly scheduled, with mandatory participation of the departments, youth, foster parents, and other interested parties.

<u>RESPONSE</u>

Agree. The recommendation has been implemented. DMH Personnel participate in the MDT meetings when we are in receipt of the invitation. It is not a meeting which we schedule as a lead department but will participate and attend when the invitation is extended to us.

RECOMMENDATION NO. 1.4

DMH should provide Cognitive Behavioral Therapy in addition to all other therapy services.

<u>RESPONSE</u>

Agree. The recommendation has been implemented. It is important to clarify that our DMH Juvenile Justice Clinical Team members have and continue to provide CBT, DBT, and other therapeutic (such as Evidence-based, Promising, and/or Community-Defined) practices which are guided by the Prevention and Early Intervention Plan of the MHSA to TAY.

RECOMMENDATION NO. 1.5

Each department should contribute to an Individual Transition Plan. The Individual Transition Plan should be a collaborative effort of all the involved departments, and the implementation should begin when the TAY reaches age 16. DCFS or Probation should develop one cohesive plan which includes the desires of the youth for continuing their education/training and future goals. All agencies should ensure that TAYs and their foster parents participate in all meetings concerning the TAY's case. The department must ensure that TAYs are given the opportunity to express themselves without fear of retribution.

RESPONSE

Agree. The recommendation has been implemented. DMH will continue to actively participate and contribute to the Individual Transition Plans. DMH will readily accept invitations from DCFS or Probation to engage collaboratively in the process to develop a cohesive plan.

COUNTY OF LOS ANGELES DEPARTMENT OF MENTAL HEALTH

2022-2023 CIVIL GRAND JURY RECOMMENDATIONS FOR HAVE WE M.E.T.? MENTAL HEALTH EVALUATION TEAMS AND HOW THEY WORK

RECOMMENDATION NO. 1.1

DPH/DHS/DMH/BOS should prioritize recruitment of additional mental health clinicians. Among other possibilities additional benefits, financial incentives, tuition reimbursements or student loan buy-outs, and flexible schedules should all be explored.

RESPONSE

Agree. This recommendation is in the process of being implemented. As directed by our BOS in the April 4, 2023, motion, "Incentivizing Hiring for Los Angeles <u>County's Alternative Crisis Response</u>," Los Angeles County DMH is providing additional incentives to promote hiring licensed mental health clinicians for Field Intervention Teams, including co-response teams. These incentives include implementing and supplementing: sign-on bonuses, retention bonuses, field work bonuses, and increasing the pay for shift differentials.

DMH has implemented a loan repayment program and is adding Licensed Psychiatric Technicians to our stipend program to incentivize hiring.

RECOMMENDATION NO. 1.2a

DMH/BOS should permit Mental Health Evaluation teams to use outside clinicians procured under contract from private companies, if DMH cannot provide sufficient personnel. Agencies should be reimbursed in whole or in part for such hires.

RESPONSE

Agree. This recommendation has been implemented. DMH posted a solicitation to increase the number of crisis teams in the County to decrease the use of police. To date, providers have experienced difficulties hiring clinicians due to a national mental health clinician shortage.

RECOMMENDATION NO. 1.2b

DMH/BOS should allow agencies to hire specially trained employees (non-certified, but equally qualified), in place of DMH employed mental health professionals, if DMH cannot provide sufficient personnel. Agencies should be reimbursed in whole or in part for such hires.

RESPONSE

Agree. This recommendation has been implemented. DMH hires non-licensed clinicians and provides them with the necessary training to fulfill the requirements of the Board of Behavioral Sciences.

RECOMMENDATION NO. 1.4 a

BOS/DMH/DPH/DHS should improve patient navigation services for recipients of emergency mental health services or allow agencies to provide their own patient navigation personnel to enable them to provide expanded services.

RESPONSE

Agree. This recommendation has been implemented. In 2022, DMH implemented a pilot project known as Therapeutic Transportation, a collaborative with LACoFD to ensure that individuals who were experiencing a mental health crisis would get the services they needed in a more timely manner. The Therapeutic Transportation Teams included navigation and linkage of clients to requisite resources and mental health urgent care clinics as appropriate. Additionally, DMH has acquired vehicles that will allow mobile crisis teams to provide transportation rather than rely on ambulance, police, or fire. Mobile Crisis provides linkage not only to mental health but also to other social services to ensure clients' needs are met. Finally, DMH has implemented hospital navigation programs which serve to assist clients in their transition from emergency department and acute inpatient hospitalization. This program, which was piloted in Service Area 3, has decreased rehospitalization and improved access and linkage to outpatient follow-up care.

RECOMMENDATION NO. 1.6

BOS/DMH/DHS/DPH should authorize the development and staffing of additional Psychiatric Urgent Care Centers and Sobering Centers in key locations to help provide sufficient placements of mental health patients.

RESPONSE

Agree. This recommendation has been implemented. DMH has authorized the addition of two additional youth Urgent Care Centers (UCC) to provide services to clients ages 3-12 years old (which has been a service gap) and is planning on adding an additional adult UCC in Service Area 7 (which has also been a service gap).

RECOMMENDATION NO. 1.7

DMH/DPH/DHS and the BOS should substantially increase the number of rescue transport vehicles in service to promote additional opportunities for persons in need.

<u>RESPONSE</u>

Agree. This recommendation has been implemented. DMH has acquired vehicles that will allow mobile crisis to provide transportation rather than rely on ambulance, police, or fire. Mobile Crisis provides crisis services, linkage to mental health services, housing, and other social services.

RECOMMENDATION NO. 1.8a

Given the need for the construction of additional mental health campuses and permanent supportive care for mentally ill patients, the BOS and LACC should endeavor to fully support and participate in the Governor's efforts to provide construction funding and programs.

RESPONSE

Agree. This recommendation has been implemented. DMH applied for all eligible rounds of Behavioral Health Continuum Infrastructure Program (BHCIP) grant funds offered by the State and DMH supported community-based organizations applications for BHCIP. BHCIP funds were specifically available for expanding or building new bed capacity.

RECOMMENDATION NO. 1.8b

In order to provide additional long-term mental health campuses, residential settings, and permanent supportive housing the BOS and LACC should prioritize acquiring, renovating, and opening mental health facilities.

RESPONSE

Agree. This recommendation has been implemented. DMH is exploring contracts with additional mental health facilities/providers to add residential treatment beds to the network. DMH recently received conditional funding to add a Crisis Stabilization Unit for children in the High Desert. DMH has received \$259M in Behavioral Health Bridge Housing (BHBH) funding to expand housing opportunities for individuals experiencing Serious Mental Illness (SMI) including prioritizing housing for CARE Court participants. DMH in collaboration with LACDA is distributing Community Care Expansion (CCE) funding that will allow for the rehabilitation of Adult Residential Facilities (ARF) and Residential Care Facilities for the Elderly (RCFE) and allow for additional operational subsidies to augment the limited funding provided by the state. DMH is also working with CEO to add a large subacute facility at the Los Angeles General Medical Center.

Attachment L

Probation Department



COUNTY OF LOS ANGELES PROBATION DEPARTMENT 9150 EAST IMPERIAL HIGHWAY – DOWNEY, CALIFORNIA 90242

(562) 940-2501



Interim Chief Probation Officer July 24, 2023

TO:	Fesia Davenport
	Chief Executive Officer

FROM:

Guillermo Viera Rosa

SUBJECT: PROBATION RESPONSES TO THE 2022-2023 LOS ANGELES COUNTY CIVIL GRAND JURY FINAL REPORTS: AGING OUT TRANSITIONAL AGED YOUTH AND JUVENILE JUSTICE CYA

J_121

The 2022-2023 Los Angeles County Civil Grand Jury (CGJ) convened committees to address two issues affecting system-involved youth. The first committee report addressed systemic factors contributing to homelessness of youth who age out of the foster care and Probation systems. Based upon their findings, the CGJ Aging Out Committee report identified specific recommendations for each department and entity that funds, supports, or provides direct services to system involved transitional aged youth in Los Angeles County. The Probation responses to those recommendations are in Attachment A. The second committee report addressed Juvenile Justice issues affecting youth after the closure of the California Youth Authority (CYA), the creation of the Department of Juvenile Justice and its subsequent closure because of SB823. The Probation Department responses to the recommendations on juvenile justice are in Attachment B.

California Penal Code Sections 933(c) and 933.05 require a written response to all recommendations contained in this report. Responses by elected county officials and agency heads shall be made no later than sixty (60) days after the Los Angeles County Civil Grand Jury publishes its report and files with the Clerk of the Court. Responses by the governing body of public agencies shall be ninety (90) days after the Los Angeles County Civil Grand Jury publishes its reports and files with the Clerk of the Court. Responses by the governing body of public agencies shall be ninety (90) days after the Los Angeles County Civil Grand Jury publishes its reports and files with the Clerk of the Court. Responses shall be made in accordance with Penal Code Section 933.05 (a) and (b).

Rebuild Lives and Provide for Healthier and Safer Communities

COUNTY OF LOS ANGELES PROBATION DEPARTMENT

2022-2023 CIVIL GRAND JURY RECOMMENDATIONS FOR AGING OUT: TRANSITIONAL AGED YOUTH

RECOMMENDATION NO. 1.1

Ongoing meetings of the MDTs must be regularly scheduled, with mandatory participation of departments, youth, foster parents, and other interested parties.

RESPONSE

Agree. The recommendation has been implemented. Probation routinely holds Child and Family Team (CFT) meetings for all probation placement youth and nonminor dependents (those in extended foster care). Foster parents are now legally known as "resource families" or "resource parents". Probation holds ongoing CFT Meetings which can include, but not limited to, service providers, trusted community members, professionals, and others with the goal of providing safety and stability for the identified youth. The CFT process uses a proven tool known as the Child and Adolescent Needs and Strengths (CANS) tool; the team works together to address any challenges the youth faces and to develop a plan for the youth's success. In Probation, the youth's resource families are mostly family members or sometimes non-related extended family members. The CFT Meeting process is detailed and prescribed and consistent with the California Department of Social Services Continuum of Care Reform pursuant to Assembly Bill 403 which provides the statutory and policy framework to ensure services and supports provided to the youth are tailored toward the ultimate goal of maintaining a stable permanent family.

RECOMMENDATION NO. 1.2(a)

DCFS, Probation and MDTs should carefully monitor the ages of Transitional Aged Youths (TAY) so as to make certain that TAYs are made fully aware of services available not only until they reach age 18, but also continuing, where appropriate and available, extending TAY transitional services to ages 21 or 24.

RESPONSE

Agree. The recommendation has been implemented. Probation actively monitors the age of Probation youth; youth are considered to be TAY starting at age 16 when they become eligible for Independent Living Program Services and extends to the 21st birthday. Probation also monitors 18-year-old youth in foster care settings, as they are eligible for extended foster care services until their 21st birthday. Probation ensures that TAY 21 years old and older (to age 24) are not released without appropriate housing and supportive services. The youth's DPO of Record provides referrals and connections to county-wide and Service Planning Area (SPA) specific coordinated entry system agencies which provide a range of housing and other supportive services.

RECOMMENDATION NO. 1.2(b)

DCFS and Probation should ensure that the youth obtain a driver's license or California ID card, a birth certificate, social security card, medical card, and any other pertinent documents.

DCFS and Probation should assist the youth to obtain public and privately funded services. DPSS should provide information to the TAY for general relief, CalWORKS, CalFresh, and MediCal. DPH should provide information to access medical services.

DCFS and Probation should provide additional TAY services such as employment, housing, healthcare, and (for male TAYs age 18) registration with the Selective Service System. DCFS should provide training so the youth can open a bank account, and apply for admission to colleges.

RESPONSE

Agree. This recommendation has been implemented. Probation ensures youth obtain all pertinent legal documents they will need to function and integrate into the community when they are released from Probation supervision. Ensuring youth receive these essential documents is part of the case management services provided by the DPO of Record. They are responsible for assisting youth with applying for and receiving either a driver's license or California Identification card, birth certificate or legal residency card, their medical card, and any other pertinent documents. They also ensure male TAY register with the Selective Service System as required. Each SPA has a designated housing coordinator. Probation actively works with the respective SPA housing coordinator to ensure no youth is released without having secured housing.

RECOMMENDATION NO. 1.3

DCFS and Probation should provide training to foster parents or guardians of TAYs to educate them to the procedures, assistance and processes to effectively assist TAYs under their care during the transition period.

RESPONSE

Agree. The recommendation has been implemented. Probation routinely provides training to resource families through the DPO of Record and the Probation's Youth Development Services' Independent Living Program (ILP) Transition Coordinator (TC). The TC provides information and support to Probation youth and their resource families. Resource families have access to the support services offered to the youth by the DPO of Record, a TC, and Resource DPO who supports foster youth directly and resource families with school related issues. The DPO of Record has the most contact with the resource families and thus provide ongoing training and coaching at each interaction. They ensure resource families are aware of the services available to them and the youth, and how to access them.

RECOMMENDATION NO. 1.3(a)

DCFS or Probation should require foster parents to receive training and guidance as mandated by the MDT plans. Foster parents and court appointed educational advocates must participate in educational plans with school administration and/or community organizations.

RESPONSE

Agree. This recommendation has been implemented. Resource parents are required by Probation to receive training and guidance as mandated by the youth's Child and Family Team (CFT) plan developed through the CFT meeting process. Resource parents are provided with support through the DPO of Record, ILP TC and a Foster Youth liaison at the youth's "home school", the school the youth returns to in the community. Probation provides information and informal support to resource parents. The CFT process does not mandate school administrators to participate in CFT meetings, however, school officials are encouraged to do so and many commonly do participate.

RECOMMENDATION NO. 1.3(b)

DCFS or Probation should provide foster parents with pertinent case history upon placement.

RESPONSE

Agree. This recommendation has been implemented. Probation consistently provides thorough and accurate information to resource families about the youth to be placed with them. Informing resource parents of the youth's case history better prepares them to care for and address the youth's needs. The DPO of Record is responsible for providing the pertinent case history. As previously noted, unlike DCFS youth, most Probation youth are placed with family members or non-related extended family members. Given their relationship, these resource families are more likely to know the youth's family and behavioral history, having followed the youth's court case. Regardless of the resource parents' knowledge of the youth, the DPO provides all relevant information to the resource parents prior to and upon placement.

RECOMMENDATION NO. 1.5

Each department should contribute to an Individual Transition Plan. The Individual Transition Plan should be a collaborative effort of all the involved departments, and the implementation should begin when the TAY reaches age 16. DCFS or Probation should develop one cohesive plan which includes the desires of the youth for continuing their education/training and future goals. All agencies should ensure that TAYs and their foster parents participate in all meetings concerning the TAY's case. The departments must ensure that TAYs are given the opportunity to express themselves without fear of retribution.

RESPONSE

Agree. This recommendation has been implemented. Probation provides ongoing case planning and transition planning throughout the continuum of care and the CFT process. Through the CFT Meeting process, an individualized plan is developed

which includes the youth's desire for continuing education or training and future goals. The youth's rights include deciding for themselves who receives information about their services and other private information, consulting with their attorney before giving permission to release the information and seeking and or agreeing to treatment and services. Probation youth are encouraged and supported to speak their truth or express themselves without fear of retribution. Youth are encouraged to discuss their concerns with their DPO of Record. All youth are provided resources to file a complaint with Probation's Ombudsman's Office, and now the newly established Ombudspersons unit at the State's Office of Youth and Community Restoration (OYCR). If youth feel they have been retaliated against or if they have any other complaint and do not feel comfortable discussing it with their DPO, they are provided with these resources and information to file a complaint with either or both Ombudsman' Offices.

COUNTY OF LOS ANGELES PROBATION DEPARTMENT

2022-2023 CIVIL GRAND JURY RECOMMENDATIONS FOR JUVENILE JUSTICE CYA

RECOMMENDATION NO. 1.1

The Probation Department, in conjunction with the Department of Juvenile Justice and the BOS, shall develop a system for managing juvenile offenders which recognizes and facilitates the care and rehabilitation of juvenile offenders.

RESPONSE

Agree. The recommendation has been implemented. Probation currently has a Behavioral Management Program (BMP). However, Probation is in the process of enhancing the BMP to align with industry standards and research best practices. The BMP manual is completed, and training materials are being finalized. Probation plans on implementing the newly enhanced BMP in September 2023.

The BMP is an integrated approach to behavior modification designed to effect positive behavioral change in a relatively short period of time. The BMP allows youth to earn points and privileges as they demonstrate skillful behavior in their daily activities and applies proportional consequences to decrease the likelihood of negative behavior. The focus and activities in the halls are geared towards personal growth and youth development. Each aspect of the facility operation (mealtimes, school, recreation, programming, etc.), provides opportunities for staff to structure the environment, describe behaviors that they expect to see, and create opportunities for youth to demonstrate these behaviors and be recognized for them. The BMP includes progressive levels that allow staff and youth to see and measure growth. Youth earn access to greater independence, opportunities, and privileges as they demonstrate positive behavior throughout their stay in juvenile hall. Every interaction that occurs in the program is viewed as an opportunity to work with youth and to support staff to create an environment that encourages positive behavior, discourages inappropriate behavior, and where new skills are taught and modeled for youth.

RECOMMENDATION NO. 1.2 (a)

The leaking steam-vent issue at Central Juvenile Hall must be addressed immediately, as it constitutes a serious hazard to the incarcerated juveniles.

RESPONSE

Agree. The recommendation will be implemented during FY 2023-24. Probation continues a collaborative partnership with the DPW, the DHS, and USC University Hospital to address the steam leaks and the challenges those leaks produce. This collaboration has involved site walk-throughs and discussions of various options for routing and replacement of the aged pipe system and various mechanical

components. A collaborative decision was made to pursue the best solution; the solution designs and associated cost estimates will solidify during FY 2023-24. These estimates include timeframes for an anticipated competitive solicitation, approvals needed from the BOS, permitting, and construction.

RECOMMENDATION NO. 1.2 (b)

The County must immediately begin substantial physical renovation of both the Central and Nidorf juvenile facilities to make those facilities acceptably habitable for youthful offenders.

RESPONSE

Agree. The recommendation has been partially implemented as the renovation is currently ongoing. The County has allocated funds to make substantial physical renovations to both Central and Barry J. Nidorf Juvenile Halls. The County contracted an architectural firm to conduct a study and make recommendations on improving the structures. The recommended renovations are underway to make the necessary upgrades to the dilapidated buildings, as well as, to transform the living units into a homelike environment, create outdoor spaces, and transform the facility to be consistent with the goals of Youth Justice Reimagined.

RECOMMENDATION NO. 1.2 (c)

The County must find some alternative facility in which to house juvenile offenders until such renovations can be achieved.

RESPONSE

Agree. The recommendation has been implemented. The County invested the necessary resources to ensure an alternate facility was renovated and approved by the California Board of State and Community Corrections (BSCC) to ensure it met the Title 15 minimum standards for local detention facilities. Prejudicated juvenile offenders are being relocated to the newly reopened Los Padrinos Juvenile Hall which had been closed since 2017. This was accomplished through a collaborative effort among Probation, the DPW, ISD, consultants, and contractors working around the clock to prepare Los Padrinos to house all pre-adjudicated youth by July 23, 2023.

RECOMMENDATION NO. 1.3

Allotment of funds must be a top priority. An immediate large-scale financial investment in the juvenile justice system is required to provide adequate facilities and services for the juveniles detained.

RESPONSE

Agree. The recommendation has been implemented with existing resources. The County has invested in the juvenile justice system by allotting targeted funds to update, renovate and redesign probation facilities. The goal is to create a "home like" environment with healing and rehabilitative spaces, as prescribed in Youth Justice Reimagined. In addition, Probation has committed funding for programs and services which will be administered through Probation, the Department of Youth Development, other county departments, and contracted community-based organizations. Probation is currently developing a comprehensive program and recreation plan for the pre-adjudicated youth, and the Juvenile Justice Coordinating Council – Juvenile Justice Realignment Block Grant (JJCC-JJRBG) Subcommittee will develop the program and services plan for the Secure Youth Treatment Facility (SYTF) population.

RECOMMENDATION NO. 1.4

The Probation department must institute or upgrade programs that encourage incarcerated juveniles to become aware, and to understand, that there are consequences for inappropriate behavior, whether in or out of detention facilities.

RESPONSE

Agree. The recommendation has been implemented. Probation is committed to implementing programs that are evidenced-based, in which research supports the identified intervention and has positive outcomes for youth. There are programs and services currently offered in the juvenile halls by Probation, other county departments, and contracted community-based organizations; however, Probation is developing a comprehensive program and recreation plan for the juvenile institutions which will encourage youth to be aware and understand there are consequences for inappropriate behavior. These programs will support and be integrated into the established BMP. In addition, Credible Messengers that are embedded in the halls, will support staff and reinforce the view that there are consequences for inappropriate behavior.

RECOMMENDATION NO. 1.5

Probation officers and custody officers assigned to juvenile facilities must be provided with safety or protective gear to ensure their personal safety. The gear must be inventoried and restocked as appropriate.

RESPONSE

Agree. The recommendation will be implemented upon further research on protective gear options for detention personnel. Probation is eliminating the use of Oleoresin Capsicum (OC) Spray (pepper spray) which was a tool used to control, restrain, or subdue imminent or actual violent behavior by the youth if such behavior presented a clear danger. It was not used for punishment, retaliation or for disciplinary purposes. Given the elimination of OC Spray, Probation is researching alternatives and other tools that can be used when a detention staff is confronted with violent youth offenders. Because safety and security are paramount and OC Spray is not an option, Probation is exploring the use of "stab vests" for Detention Services Officers and other Probation staff who work directly with the youth. Probation expects to complete its research and procure safety or protective gear during FY 2023–24.

RECOMMENDATION NO. 1.6

A new set of rules must be developed by the Probation Department that will provide consequences and accountability for juvenile offenders when they misbehave or act out, and that can be enforced without violating the rights of the juveniles.

RESPONSE

Agree. This recommendation has been implemented. As previously noted, Probation has a BMP that is being enhanced to ensure consequences and accountability are clearly articulated. The California Department of Justice Memorandum of Agreement (Cal DOJ MOU) requires the Monitoring Team to approve the BMP to ensure it contained the components consistent with evidence-based practices and did not violate youths' rights. The enhanced BMP was approved by the Monitoring Team as required by the Cal DOJ MOU. In addition, youth are provided information on their rights during their orientation and there are Youth Rights posters throughout the facility.

RECOMMENDATION NO. 1.7 (a)

The County must provide opportunities for juvenile offenders to be rehabilitated and educated while detained. These programs must include mandatory educational programs (up to high school graduation or GED level) and career training options.

RESPONSE

Agree. The recommendation has been implemented. The Los Angeles County Office of Education (LACOE) provides a comprehensive education program that builds students' academic skills through courses where they can earn the credits required for a high school diploma. Students are provided with school counseling and transition supports. Qualifying students may also prepare for and earn a high school equivalency certificate through the HiSet examination.

RECOMMENDATION NO. 1.7 (b)

Advanced educational programs, career training, enrichment programs (such as art and music), and physical activities should be provided and encouraged.

RESPONSE

Agree. The recommendation has been implemented. Probation youth who have earned a high school diploma or GED are provided with advanced educational and career training opportunities, including taking college courses, earning a Cal-OSHA certificate, or participating in Probation's youth employment program. Regarding physical activities, youth receive at least one hour daily of recreation time and are encouraged to engage in physical activities.

Probation operates the nation's largest college program in a juvenile justice setting. This year-round program provides students in juvenile halls and camps with an opportunity to earn transferable college credits while in Probation's care. Students are provided with the necessary tools to succeed in the program including textbooks, access to technology and academic support. Our largest post-secondary partner is the Los Angeles Mission College. We also offer college courses in collaboration with East Los Angeles College, Trade Tech, and University of California Los Angeles (UCLA). The Cal-OSHA certification involves completing a 10-hour OSHA course in a variety of career fields. These courses are designed to improve workplace safety, compliance, and risk management. With the Department of Economic Opportunity (DEO), Probation youth who have earned a high school diploma or GED have an opportunity to gain valuable work experience and earn a paycheck through Probation's Youth Employment Program. Students in the program participate in paid Personal Enrichment Training where they learn valuable employment and financial literacy skills.

RECOMMENDATION NO. 1.8

Twenty-four-hour on-site counseling and mental health care, and on-going family reunification services, must be made available to juveniles detained at all juvenile halls and camps.

RESPONSE

Partially agree as not all services are provided 24/7 onsite. This recommendation has been partially implemented. Probation staff are available 24 hours a day onsite to counsel youth and provide ongoing family reunification services such as facilitating telephone calls, family visits and supporting family reunification efforts identified in the youth's individualized treatment plans. DMH provides on-site clinicians at each facility from 6:00 am to 10:00 pm, during the youth's waking hours. After hours, a licensed mental health care provider is available by telephone for staff to consult with and/or assess for a psychiatric hold.

RECOMMENDATION NO. 1.9 (a)

Probation officers and staff members must be educated to treat even violenceprone juvenile offenders with respect and tolerance without putting anyone at risk of harm.

<u>RESPONSE</u>

Agree. The recommendation has been implemented. Probation staff receive training covering a variety of topics addressing how to work with violent prone juvenile offenders and to treat them with respect and tolerance without putting anyone at risk of harm. Probation employees receive training on, including but not limited to de-escalation, physical intervention, trauma informed care, and motivational interviewing techniques.

RECOMMENDATION NO. 1.9 (b)

Violence-prone juvenile offenders must be educated/counseled to understand that accountability will be imposed and that there will be consequences for bad actions while detained.

RESPONSE

Agree. This recommendation has been implemented. As previously noted, Probation is developing a BMP that encompasses educating detained youth on accountability and consequences for violent and inappropriate behavior. In addition, Probation is utilizing Credible Messengers to educate and counsel youth. Credible Messengers are defined as natural leaders who have successfully navigated their own prior involvement in the justice system, share similar life experiences with the current justice involved youth, and are poised to have a transformative impact. Their objectives include to promote youth development and healing, support and strengthen all facility staff through co-training and collaboration to ensure safety and security within a facility and increase the efficacy of overall practices and programming. Credible Messengers will receive the BMP training to further reinforce the recommendation of educating and counseling youth that accountability will be imposed and there will be consequences for bad actions while detained.

RECOMMENDATION NO. 1.10 (a)

Probation and custody officer staffing problems at juvenile facilities must be addressed and appropriate hiring implemented, along with increased training programs for new hires. This is a major issue.

<u>RESPONSE</u>

Agree. This recommendation has been implemented. The staffing problems are being addressed through a myriad of approaches which include aggressive recruitment efforts, providing monetary incentives for sworn staff not currently assigned to the juvenile halls to work overtime in the halls, conducting in person door knocks to encourage staff to return to work, and mandatory deployments. Training is essential for the proper care and custody of our youth and for everyone's overall safety. As such, Probation's Training Center adjusted its training of new hires to better prepare them for the job and to improve retention. New hires are now being integrated into the halls during their academy training; Academy cadets are trained not only at the Probation Training Center, but they receive training at the halls themselves, spending time on a unit and shadowing existing staff, while being exposed to real life situations they can present to the trainers for additional learning opportunities.

RECOMMENDATION NO. 1.10 (b)

Probation and custody officers must be trained to recognize emerging problems and to take appropriate actions to defuse potentially violent situations.

<u>RESPONSE</u>

Agree. The recommendation has been implemented. Probation provides training to detention staff on active supervision, de-escalation, and physical intervention techniques. These trainings provide the skills to observe and identify problematic behaviors, how to prevent the escalation of the negative behavior, and how to physically intervene to stop the behavior. Probation recognizes the need for more

robust self-defense training since the elimination of OC Spray; more self-defense techniques will be incorporated into the physical intervention trainings in the next training year.

RECOMMENDATION NO. 1.10 (c)

Counseling, mental health services, and wellness programs should be instituted for probation officers and staff members who are not coming in to work because of injuries, stress, and other management issues.

RESPONSE

Agree. This recommendation has been implemented. Probation provides referrals to support services to staff members who are not coming to work because of injuries, stress, and other management or personal issues. These wellness programs include a Peer Support program developed and managed by Probation, the Employee Assistance Program (EAP) administered by the County's Department of Human Resources, and Probation Support Services (PSS), and Probation's own contract for therapeutic support services. These wellness programs are not only available to employees not coming to work, but any employee needing counseling, mental health, or a wellness program have access to these options.

RECOMMENDATION NO. 1.11

Probation and custody officers must be given additional and ongoing training to enable them to handle juveniles who act up or act out with physical violence.

RESPONSE

Agree. The recommendation is being implemented. Probation recognizes the changing population of youth being detained; they are entering with higher risk factors and having higher needs. In addition, the Secure Youth Treatment Facility (SYTF) youth need a higher level of care. During FY 2023 -2024 Probation is enhancing its training on de-escalation strategies and physical intervention techniques and will be expanding training on self-defense techniques to address this population.

Attachment M

Public Health



BARBARA FERRER, Ph.D., M.P.H., M.Ed., Director

MUNTU DAVIS, M.D., M.P.H. County Health Officer

MEGAN McCLAIRE, M.S.P.H. Chief Deputy Director

313 North Figueroo Street, Suite 806 Los Angeles, CA 90012 TEL (213) 288-8117 • FAX (213) 975-1273

www.eeblichealth.lacounty.gov.

July 31, 2023

TO:



BOARD OF SUPERVISORS

Hida L Sols Fisi Dishici Holy J. Mitchell Second Dishici Undeey F Horvath Third Dishici Janice Hohn Fourth Dishici

Kaltryn Barger Filth Diskicl

Fesia A. Davenport Chief Executive Office 713 Kenneth Hahn Hall of Administration 500 West Temple Street Los Angeles, CA 90012

Attention: Cheri Thomas

FROM: Barbara Førrer, Ph.D., M.P.H., M.Ed. Director

SUBJECT: 2022-23 Civil Grand Jury Recommendations Response For: Aging Out of Transitional Aged Youth, Zero Emissions and Air Quality Monitoring, Have We M.E.T Mental Health Evaluation Teams and How They Work

Attached for your consideration is the Department of Public Health's response to the 2022-2023 Civil Grand Jury report, as required by California Penal Code sections 933(c). Please note that Public Health's Toxicology and Environmental Assessment Branch has been folded into the new Office of Environmental Justice and Climate Health. Please contact Joshua Bobrowsky at jbobrowsky@ph.lacounty.gov if you have any questions.

Sincerely,

Attachment BF:ng:lf

cc: Chief Executive Officer Acting County Counsel Executive Officer, Board of Supervisors Internal Services Department

COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC HEALTH

2022-2023 CIVIL GRAND JURY RECOMMENDATIONS FOR AGING OUT: TRANSITIONAL AGED YOUTH

RECOMMENDATION NO. 1.2b

DCFS and Probation should ensure that the youth obtain a driver's license or California ID card, a birth certificate, social security card, medical card, and any other pertinent documents. DCFS and Probation should assist the youth to obtain public and privately funded services. DPSS should provide information to the TAY for general relief, CalWORKS, CalFresh, and MediCal. DPH should provide information to access medical services. and Probation should provide additional TAY services such as employment, housing, healthcare, and (for male TAYs age 18) registration with the Selective Service System. DCFS should provide training so the youth can open a bank account and apply for admission to colleges.

RESPONSE

Agree, this recommendation has been implemented. Currently, Public Health's role in this process is to ensure that other entities within the child welfare system, like DCFS, Probation and the Courts, have adequate medical access information that they can share with their transition-aged clients.

When Public Health begins implementing Enhanced Care Management for transitional aged youth in the child welfare system, we will be able to deliver medical access information directly to clients. We anticipate the implementation to begin before the end of FY 23-24.

COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC HEALTH

2022-2023 CIVIL GRAND JURY RECOMMENDATIONS FOR HAVE WE M.E.T. MENTAL HEALTH EVALUATION TEAMS AND HOW THEY WORK

RECOMMENDATION NO. 1.1

DPH should prioritize recruitment of additional mental health clinicians. Among other possibilities additional benefits, financial incentives, tuition reimbursements or student loan buy-outs, and flexible schedules should all be explored.

RESPONSE

Agree. This recommendation has been implemented. Please note that the mental health clinicians at the Department of Public Health's Division of Substance Abuse Prevention and Control (DPH-SAPC) do not perform direct service work. This is because DPH-SAPC contracts out all of its services, so the recruitment of mental health clinicians is primarily to support community-based substance use disorder (SUD) services through the administrative clinical staff at DPH-SAPC. DPH-SAPC has been hiring mental health clinicians and prioritizing those hires.

Additionally, DPH operates Student Wellbeing Centers at school sites across LA County (39 at the moment). These centers create a safe space on school campuses where students can receive health affirming services and support the need to lead healthy lives. At many centers, staff see a high number of students seeking mental health support. The staff will connect students to existing mental health supports in the school system and the local community. However, many LA schools are understaffed in counseling support which can lead to long delays for students seeking mental health services. School districts should also be encouraged to prioritize hiring mental health clinicians.

RECOMMENDATION NO. 1.4

DPH should improve patient navigation services for recipients of emergency mental health services or allow agencies to provide their own patient navigation personnel to enable them to provide expanded services.

RESPONSE

Partially agree. This recommendation has been partially implemented as only a small component of the jurisdiction for emergency mental health services falls to the Department of Public Health. DPH-SAPC has been coordinating with DMH and continues to strengthen our partnership to ensure that people with a SUD served by their emergency mental health services are able to be transitioned and navigated to community-based SUD treatment. Additionally, DPH-SAPC has also been expanding its Client Engagement and Navigation Services (CENS) to support client transition and navigation to SUD services.

RECOMMENDATION NO. 1.6

DPH should authorize the development and staffing of additional Psychiatric Urgent Care Centers and Sobering Centers in key locations to help provide sufficient placements of mental health patients.

<u>RESPONSE</u>

Agree. This recommendation is being implemented. While DPH does not have jurisdiction over Psychiatric Urgent Care Centers, DPH-SAPC does contract for sobering center services at the MLK Behavioral Health Center (MLK BHC). Despite expanded outreach and engagement with the MLK Community Hospital and local partners, these services are under-utilized. DPH-SAPC is seeking an alternate destination site designation so that first responders can drop off clients at the sobering center at MLK BHC to increase the volume of people served. DPH-SAPC is also ensuring that services offered at sobering centers appeal to individuals that may be looking for harm reduction opportunities. DPH-SAPC also already has contracted agencies that are expanding sobering center services and these sobering center services will be contracted between the community-based organization and managed care plans offering funding for sobering centers under the Community Services option of CalAIM. This will result in additional sobering center services that will not require capital investments and will be managed outside DPH-SAPC.

RECOMMENDATION NO. 1.7

DPH and the BOS should substantially increase the number of rescue transport vehicles in service to promote additional opportunities for persons in need.

RESPONSE

Disagree. This recommendation will not be implemented as jurisdiction for the implementation of this recommendation falls outside DPH as it is not responsible for rescue transport vehicles.

RECOMMENDATION NO. 1.8a

Given the need for the construction of additional mental health campuses and permanent supportive care for mentally ill patients, the BOS and LACC should endeavor to fully support and participate in the Governor's efforts to provide construction funding and programs.

RESPONSE

Partially Disagree. This recommendation will not be implemented as jurisdiction falls outside of DPH. We would suggest that the County's support for funding for construction and programs from the State also highlight the importance of the County participating in allocation decisions over those funding awards. While opportunities such as the Behavioral Health Continuum Infrastructure Program (BHCIP) have been helpful, decision-making for BHCIP awards was entirely held by the State, while the County is in an ideal position to know what local capital investments are needed to address local needs.

RECOMMENDATION NO. 1.8b

In order to provide additional long-term mental health campuses, residential settings, and permanent supportive housing the BOS and LACC should prioritize acquiring, renovating, and opening mental health facilities.

RESPONSE

Partially disagree. This recommendation will not be implemented as jurisdiction for the falls outside DPH. Rather than just focusing on expanding mental health capacity, we would suggest broadening the focus of this recommendation to behavioral health capacity or "mental health and substance use" capacity so that SUD capacity is not excluded. Further, it is important to recognize that expanding SUD capacity may not always require investments in capital, since DPH-SAPC's services are entirely contracted out, but may instead require more funding and investments to support the expansion of contracted community-based SUD services.

RESPONSE TO THE CIVIL GRAND JURY FINAL REPORT

COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC HEALTH - ENVIRONMENTAL HEALTH DIVISION, OFFICE OF ENVIRONMENTAL JUSTICE AND CLIMATE HEALTH

> 2022-2023 CIVIL GRAND JURY RECOMMENDATIONS FOR ZERO EMISSIONS AND AIR QUALITY MONITORING

FINDING NO. 7

Producing hydrogen using electrolysis can produce nitrous oxides.

RESPONSE

Partially disagree, as this finding is only partially accurate. DPH suggests that further analysis into this finding be conducted. It is our understanding that production of hydrogen gas using electrolysis does not result in the formation of nitrous oxides, but rather that the use and burning of hydrogen gas can form nitrous oxides.

RECOMMENDATION NO. 1.6

This committee supports the option of green hydrogen but recommends that the exposure of nitrous oxide pollution be identified and eliminated in its energy applications.

RESPONSE

Disagree. This recommendation will not be implemented as jurisdiction falls outside DPH. Green hydrogen is produced using renewable energy. Once the hydrogen is produced, it can be used to generate carbon-free electricity through fuel cells or combustion turbines. When hydrogen is used in fuel cells, the byproducts are heat and water vapor. However, hydrogen can also be combusted like gas to produce electricity, which creates water vapor and nitrous oxide byproducts. Nitrous oxide emissions from fired combustion equipment are regulated by the Air Quality Management District (AQMD).

RECOMMENDATION NO. 1.7

Nitrous oxides need to be contained during hydrogen production operations.

RESPONSE

Partially disagree. This recommendation will not be implemented as jurisdiction falls outside DPH. It is the understanding of the Department that the production of hydrogen does not produce nitrous oxides, but rather that the combustion of hydrogen that can produce nitrous oxides. Nitrous oxide emissions from fired combustion equipment are regulated by the AQMD.

RECOMMENDATION NO. 1.8

(a) Schools, county/city public agencies/buildings, and commercial offices should be retrofitted with energy efficient systems, thereby modeling consistent ZE goals and practices.

(b) Construction building codes should reflect ZE goals.

RESPONSE

Disagree. This recommendation will not be implemented as jurisdiction falls outside DPH.

RECOMMENDATION NO. 1.9

In order to comply with Senate Bill (SB) 1383, separating food waste from regular garbage disposal into green collection bins and its collection needs to be closely monitored.

RESPONSE

Disagree. This recommendation will not be implemented as jurisdiction falls outside the DPH.

RECOMMENDATION NO. 1.10

Each Los Angeles Sanitation District should publish updated reports on their community's adherence to SB 1383.

RESPONSE

Disagree. This recommendation will not be implemented as jurisdiction falls outside DPH. The Los Angeles County Sanitation Districts are a public agency consisting of 24 independent special districts that operate independently of Los Angeles County Government. Attachment N

Public Social Services



Director

JACKIE CONTRERAS, Ph.D.

County of Los Angeles DEPARTMENT OF PUBLIC SOCIAL SERVICES

12860 CROSSROADS PARKWAY SOUTH - CITY OF INDUSTRY, CALIFORNIA 91746 Tel (562) 908-8400 - Fax (562) 695-4801



Board of Supervisors HILDA L. SOLIS First District HOLLY J. MITCHELL Second District LINDSEY P. HORVATH Third District JANICE HAHN Fourth District KATHRYN BARGER

July 20, 2023

Fesia A. Davenport Chief Executive Office 745 Kenneth Hahn Hall of Administration 500 West Temple Street Los Angeles, CA 90012

Dear Ms. Davenport:

2022-2023 LOS ANGELES COUNTY CIVIL GRAND JURY FINAL REPORT

Enclosed is the Los Angeles County Department of Public Social Services' (DPSS) response to the one DPSS-related recommendation identified in the 2022-2023 Los Angeles County Civil Grand Jury Final Report. As listed in the Department's response, DPSS agrees with Recommendation 1.2(b).

Please let me know if you have any questions, or your staff may contact Sheila Early, Division Chief, Research, Evaluation and Quality Assurance Division, at (562) 908-5879.

Sincerely,

balaie/to whith

Ackie Contreras, Ph.D. Director

JC:lb

Enclosure

"To Enrich Lives Through Effective and Caring Service"

RESPONSE TO THE CIVIL GRAND JURY FINAL REPORT

COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC SOCIAL SERVICES

2022-2023 CIVIL GRAND JURY RECOMMENDATIONS FOR AGING OUT: TRANSITIONAL AGED YOUTH

RECOMMENDATION NO. 1.2(b)

DCFS and Probation should assist the youth to obtain public and privately funded services. Department of Public Social Services (DPSS) should provide information to the TAY for General Relief, CalWORKs, CalFresh, and Medi-Cal.

RESPONSE

The Department agrees and supports Recommendation 1.2(b). The Recommendation will be implemented within six months in collaboration with DCFS and the Probation Department to provide the TAY population with information on how to apply for General Relief, CalWORKs, CalFresh, and Medi-Cal services. Additionally, we will provide DCFS and Probation with outreach material on departmental programs and services. Attachment O

Public Works



MARK PESTRELLA, Director

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

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

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

> IN REPLY PLEASE REFER TO FILE: SWP-0

July 20, 2023

TO: Fesia A. Davenport Chief Executive Officer

Attention Cheri Thomas

FROM: Mark

stelli Mark Pestrella, PEM Director of Public Works

REPONSES TO THE 2022-23 LOS ANGELES COUNTY CIVIL GRAND JURY FINAL REPORT

We received your memo dated July 3, 2023, requesting responses to the 2022-23 Los Angeles County Civil Grand Jury report titled *Storm Water Capture and Wastewater Reuse*.

Attached are the recommendations and corresponding responses from Public Works for Recommendation Numbers 1.1 thru 1.4 and 1.6 thru 1.10.

If you have any questions, please contact me or your staff may contact Assistant Director Anthony Nyivih at (626) 458-4014 or <u>anyivih@pw.lacounty.gov</u>.

JA 2022-23 laco civil grand jury final rept responses (07.20.2023)

Attach.

RESPONSE TO THE CIVIL GRAND JURY FINAL REPORT

COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS/ FLOOD CONTROL DISTRICT

2022-2023 CIVIL GRAND JURY RECOMMENDATIONS FOR STORM WATER CAPTURE AND WASTEWATER REUSE

RECOMMENDATION NO. 1.1

LACFCD should continue to capture stormwater.

RESPONSE

Agree. The recommendation is currently being implemented and is a crucial part of the Los Angeles County Flood Control District's (LACFCD) mission. In current Water Year 2022-23, LACFCD has captured over 180 billion gallons of stormwater (the equivalent supply for over 4.4 million LA County residents for one year), which represents over 276% of the annual average capture.

RECOMMENDATION NO. 1.2

LACFCD should operate facilities to maximize stormwater capture and water conservation.

RESPONSE

Agree. The recommendation is currently being implemented through day-to-day operational efficiencies, annual and adaptively managed maintenance routines, and strategic long-term planning.

RECOMMENDATION NO. 1.3

LACFCD should continue to evaluate increased reservoir storage opportunities.

RESPONSE

Agree. The recommendation is currently being implemented through the LACFCD's ongoing and planned reservoir restoration projects to remove accumulated sediment and/or to maintain/enhance storage capacity at its dams.

RECOMMENDATION NO. 1.4

LACFCD should conduct a study to identify unused/under-utilized areas conducive to groundwater recharge and prepare a priority list for purchase and development of same.

RESPONSE

Agree. The recommendation is currently being implemented. Multiple studies (some of them under the umbrella of the Safe Clean Water Program's regional Scientific Studies Program) are already underway to identify and analyze unused or under-utilized areas conducive to groundwater recharge. These studies, along with the LACFCD's Metric and Monitoring Study, are anticipated to be used to help develop watershed scale planning documents and recommendations. The resulting

recommendations could help inform potential project applicants of areas of need and opportunity (including prioritizing projects that maximize water supply benefits) as well as support Watershed Area Steering Committees' development of Stormwater Investment Plans.

RECOMMENDATION 1.6

LACFCD should review the application process for Measure W funding (primarily the feasibility report) to see if revisions can be made to simplify the application while still ensuring fiscal responsibility.

RESPONSE

Agree. The recommendation will be implemented and is anticipated to completed by December 31, 2023. The application process for Measure W, also known as the Safe, Clean Water Program (SCWP) Regional Program, is designed to be robust (to ensure good stewardship of the substantial investments involved) and is also intended to be adaptively managed. Processes are already in place to provide technical assistance to individuals or organizations who may lack expertise in the Program. Furthermore, upgrades to the Program's online portal occur annually to continue to help streamline the application process to ensure that even those without specialized expertise can effectively navigate the process or access the necessary help to do so. Additional evaluation is also in progress as part of the SCWP Biennial Progress Report development process, including a survey of all applicants following the July 31st close of the current Call for Projects.

RECOMMENDATION 1.7

LACFCD should prepare a presentation for school districts and Parent Teacher Associations extolling the environmental benefits of green space and semipermeable pavements.

<u>RESPONSE</u>

Agree. The recommendation will be implemented and is anticipated to be completed by late 2024 due to the extensive level of engagement and development required to establish the desired suite of broader educational components most effectively. Green space and permeable pavements are indeed important aspects of the multi-benefit SCWP. Within the SCWP, the development of upcoming school education programs is currently underway and is anticipated to include materials/programs for school curriculum that could also be shared with school districts and Parent Teacher Associations (PTAs). The LACFCD recognizes the value of incorporating input and feedback from diverse stakeholders as part of that effort, as well as the broader range of other education initiatives associated with the SCWP and is committed to adaptively managing these subprograms. Education materials are therefore intended to represent all goals and priorities of the SCWP and creation of green space or permeable areas is often already part of the nature-based solutions built into a multi-benefit stormwater capture projects funded by the SCWP.

RECOMMENDATION 1.8

LACFCD should make their aerial photographs available to cities, other County agencies, and Non-Governmental Organizations for their use in identifying opportunities for creating or rehabilitating green space.

RESPONSE

Agree. The recommendation has been implemented. Elements of the SCWP use data from the LA Region Imagery Acquisition Consortium (LARIAC). The LARIAC is a multi-jurisdictional purchasing arrangement that enables participating local governments and agencies to benefit from combined economies of scale to acquire high-definition aerial data efficiently and cost-effectively. Certain data from the LARIAC is subject to licensing restrictions and cannot be shared by LACFCD. However, the existing <u>SCWP Spatial Data Library</u> serves as a comprehensive repository containing a diverse range of location-based data and aerial imagery that is already publicly available for use in identifying overarching project opportunities. In addition to aerial photographs, the library includes (but is not limited to):

- i. Existing SCWP-Funded Projects
- ii. Hydrogeologic Forebays
- iii. Groundwater Basins
- iv. Water Quality Data
- v. Water Treatment Plants and LACFCD Facilities
- vi. Community Characteristics
- vii. Political and Management Boundaries

This information supports cities, County agencies, Non-Governmental Organizations (NGOs), and anyone else in making well-informed decisions related to opportunities for creating or rehabilitating green spaces.

RECOMMENDATION NO. 1.9

LACDPW should establish a committee to study and identify potential users of recycled wastewater (industry, commercial nurseries/growers, regional and local parks, etc.). Committee to include, at a minimum, representatives of the City of Los Angeles, the City of Long Beach, and the Sanitation Districts of Los Angeles County.

<u>RESPONSE</u>

Agree. The recommendation will be implemented and is anticipated to be completed by late 2024 due to the extensive level of collaboration with other water agencies and stakeholders that is required for the efforts described below, as well as necessary approvals from the LA County BOS. Recognizing the new climate reality and the need to be thoughtful stewards of future water supplies, the BOS envisioned and directed the development of a Countywide water plan focused on collaborative management of Los Angeles County's water resources.

The draft County Water Plan focuses on leveraging local resource development like maximizing recycled water through agency-led projects like those mentioned above and the Safe, Clean Water Program. To avoid duplication of efforts and to maximize efficiency, the BOS will continue to utilize the County Water Plan framework to work with recycled water agencies to accomplish the goals of the Plan

through facilitation of partnerships and information-sharing between agencies, including the support of existing efforts related to planned regional recycled water programs.

RECOMMENDATION NO. 1.10

LACDPW should develop a master plan to distribute recycled wastewater (purple water) throughout the County.

RESPONSE

Agree. The recommendation will be implemented and is anticipated to be completed by late 2024 due to the extensive level of collaboration with other water agencies and stakeholders that is required for the efforts described below, as well as necessary approvals from the LA County BOS. Significant recycled water programs are being spearheaded by agencies including the City of Los Angeles, Metropolitan Water District of Southern California, Los Angeles County Sanitation Districts, Las Virgenes Municipal Water District, and Santa Clarita Valley Water District. The County Water Plan team will be building off the work these agencies are doing to further regional collaboration that has already begun through these programs. Attachment P

Regional Planning



AMY J. BODEK, AICP Director, Regional Planning DENNIS SLAVIN Chief Deputy Director, Regional Planning

July 18, 2023

Fesia A. Davenport Chief Executive Office 713 Kenneth Hahn Hall of Administration 500 West Temple Street Los Angeles, CA 90012

Attention: Cheri Thomas

Dear Ms. Davenport:

2022-23 CIVIL GRAND JURY RECOMMENDATIONS RESPONSE FOR ZERO EMISSIONS AND AIR QUALITY MONITORING

Attached for your consideration is the Department of Regional Planning's response to the 2022-23 Civil Grand Jury report, as required by California Penal Code sections 933(c). Please contact me or Thuy Hua @thua@planning.lacounty.gov if you have any questions.

Sincerely,

Agrace

AMY J. BOEDK, AICP Director of Regional Planning

AJB:CC:lg

Attachment

S_07_18_2023_AP_L_FESIADAVENPORT_GRANDJURYREPORT

320 West Temple Street, Los Angeles, CA 90012 • 213-974-6411 • TDD: 213-617-2292 O @ @ @LACDRP • planning.lacounty.gov

RESPONSE TO THE CIVIL GRAND JURY FINAL REPORT

COUNTY OF LOS ANGELES REGIONAL PLANNING

2022-2023 CIVIL GRAND JURY RECOMMENDATIONS FOR ZERO EMISSIONS AND AIR QUALITY MONITORING

RECOMMENDATION NO 1.6

This committee supports the option of green hydrogen but recommends that the exposure of nitrous oxide pollution be identified and eliminated in its energy applications.

RESPONSE

Disagree. This recommendation will not be implemented as jurisdiction for implementation of this recommendation falls outside County Planning. Green hydrogen is produced using renewable energy. Once the hydrogen is produced, it can be used to generate carbon-free electricity through fuel cells or combustion turbines. When hydrogen is used in fuel cells, the byproducts are heat and water vapor. However, hydrogen can also be combusted like gas to produce electricity, which creates water vapor and nitrogen oxide byproducts.

Nitrogen oxide emissions from fired combustion equipment are regulated by the AQMD, of which there are two that cover the County: Antelope Valley AQMD and South Coast AQMD. All owners and operators of equipment or facilities that may emit nitrogen oxide must meet AQMD permitting requirements and not exceed established emissions thresholds.

RECOMMENDATION 1.7

Nitrous oxides need to be contained during hydrogen production operations.

RESPONSE

See response above for Recommendation No. 1.6.

RECOMMENDATION 1.8

(a) Schools, county/city public agencies/buildings, and commercial offices should be retrofitted with energy efficient systems, thereby modeling consistent ZE goals and practices.

(b) Construction building codes should reflect ZE goals.

RESPONSE

Agree. This recommendation requires further exploration to be completed by November 2023. The BOS issued a motion on March 15, 2022 titled, "Ensuring the Equitable Decarbonization of Buildings," directing multiple County departments including the CSO and DPW in partnership with the CEO and Department of Regional Planning to reduce local air pollution and global climate change effects from building emissions. A coordinated effort is pending to develop recommendations for an ordinance or building code changes that would phase in the decarbonization of all new residential and commercial construction and substantial renovations. The recommendations are currently scheduled to be submitted to the BOS for their consideration in November 2023.

RECOMMENDATION 1.9

In order to comply with SB 1383, separating food waste from regular garbage disposal into green collection bins and its collection needs to be closely monitored.

RESPONSE

Disagree. This recommendation will not be implemented as jurisdiction for implementation of this recommendation falls outside County Planning. The BOS adopted the Zero Waste Plan on September 13, 2022, which outlines strategies and initiatives to reduce the amount of waste going to landfills and the greenhouse gas emissions created by landfill waste. The County has been amending existing waste collection contracts and developing new contracts to include mandatory organic waste collection service to all residents and businesses. The County also prepared an Organic Waste Disposal Reduction Ordinance adopted by the BOS in November 2021 to ensure the organic waste collection service is being utilized. The Sustainable Waste and Recycling Management subcommittee developed under the Infrastructure LA Workgroup meets quarterly to discuss issues related to solid waste infrastructure and SB 1383 implementation. The County continues to conduct outreach by using existing and developing new outreach material to help educate residents and businesses on how to comply with SB 1383.

RECOMMENDATION 1.10

Each Los Angeles Sanitation District should publish updated reports on their community's adherence to SB 1383.

RESPONSE

Disagree. This recommendation will not be implemented as jurisdiction for implementation of this recommendation falls outside County Planning. The County supports transparency and encourages all public agencies to make information publicly available. The Los Angeles County Sanitation Districts (LACSD) is a public agency independent of the County government consisting of a confederation of 24 special districts. They publish annual reports on collective progress on wastewater and trash management. Reports can be accessed here:

<u>https://www.lacsd.org/about-us/who-we-are/annual-reports</u>. Information on LACSD's process of food waste recycling to meet SB 1383 can be found here: <u>https://www.lacsd.org/services/solid-waste-programs/food-waste-recycling</u>.

Attachment Q

Registrar-Recorder/County Clerk



LOS ANGELES COUNTY REGISTRAR-RECORDER/COUNTY CLERK

* * * THIS LA COS

DEAN C. LOGAN Registrar-Recorder/County Clerk

July 31, 2023

TO: Fesla A. Davenport Chief Executive Officer

FROM: Dean C. Logan WW Registrar-Recorder/County Clerk

LOS ANGELES COUNTY CIVIL GRAND JURY RESPONSE - ELECTION OPERATIONS

Please find attached the Registrar-Recorder/County Clerk responses to the 2022-2023 Los Angeles County Civil Grand Jury Report on Election Operations.

If you have any questions, please contact me at (562) 462-2716 or email dlogan@rrcc.lacounty.gov.

DCL:AA

Attachment

RESPONSE TO THE CIVIL GRAND JURY FINAL REPORT

COUNTY OF LOS ANGELES REGISTRAR-RECORDER/COUNTY CLERK

2022-2023 CIVIL GRAND JURY RECOMMENDATIONS FOR ELECTION OPERATIONS

RECOMMENDATION NO. 1.1

Reduce staffing early on in the election cycle. We believe this recommendation is already in progress and should continue to be implemented.

RESPONSE

Agree. This recommendation is in the process of being implemented. The number of staff is one of the foundational elements we take into account when determining staffing levels at Vote Centers. The number of staff assigned to a Vote Center is primarily determined by the size of the location and the number of devices. In addition, there are other important considerations for ensuring our staffing plan complies with legally required service levels. Specifically, around maintaining multilingual support in communities where those services are needed. The Department provides assistance in 19 languages. In addition, our staffing levels ensure our ability to provide curbside voting services to voters with disabilities who are physically unable to vote inside the Vote Center.

Our office has implemented a staffing system where we ramp up our Vote Center staffing levels as we get into the last few days of the voting period and for Election Day when we observe the highest levels of turnout. Staffing levels are reassessed after every election to make our future elections more efficient.

RECOMMENDATION NO. 1.2

No recommendation.

RESPONSE No response

RECOMMENDATION NO. 1.3

Consolidate some poll worker positions to reduce staffing early in the election cycle.

RESPONSE

Partially agree. This recommendation is in the process of being implemented. There are currently three Election Worker positions used in the County, they are Vote Center Lead, Assistant Lead, and Clerk. These positions are cross-trained on a variety of tasks performed at a Vote Center which includes but is not limited to checking in voters, assisting voters, answering questions, receiving ballots, and providing replacement envelopes. Election Workers are given opportunities to learn the various tasks during the early voting period in preparation for the last few days

of voting and Election Day. Our Safe Election Plan has been updated as COVID-19 has become endemic and our Election Worker responsibilities will be updated accordingly.

RECOMMENDATION NO. 1.4

Schedule in-person training closer in time to elections.

RESPONSE

Disagree. This recommendation will not be implemented because it is not reasonable. The Department trains over 12,000 Election Workers for a countywide election. Given the scale required for a countywide election, we have to begin training election workers up to two months before an election. This training takes place over approximately ten weeks and nearly 1,000 training sessions. In addition, we have to accommodate the logistics of scheduling Election Workers for training and tracking the completion. Our schedule is designed to provide Election Workers with options to increase their participation in the training. It also allows us to reschedule Election Workers if we have no-shows or other reason that prevents them from attending training.

The Department also conducts virtual and online training as a supplement to the inperson training. These additional trainings serve as a refresher course for Election Workers and also are a more focused session on a specific topic such as Conditional Voter Registration. We measure the effectiveness of our training through a variety of performance metrics and a survey provided to our Election Workers.

RECOMMENDATION NO. 1.5

Allow poll workers to repeat in-person training or provide a recorded session to Vote Center workers.

<u>RESPONSE</u>

Partially agree. This recommendation has been implemented. The Department conducts virtual and online training as a supplement to the in-person training. These additional trainings serve as a refresher course for Election Workers and also are a more focused session on a specific topic such as Conditional Voter Registration. There is no restriction on the number of times an Election Worker can attend online or virtual training. We measure the effectiveness of our training through a variety of performance metrics and a survey provided to our Election Workers.

The Department trains over 12,000 Election Workers for a countywide election. This training takes place over approximately ten weeks and nearly 1,000 training sessions. The priority is to get all Election Workers trained in time for the election. Allowing Election Workers to attend more than once would require a capacity larger than what we currently have. This recommendation would require a longer election worker training schedule and could increase costs to provide more trainers and classes.

RECOMMENDATION NO. 1.6

Split the eight-hour, in-person training for LA County poll workers into two fourhour sessions.

RESPONSE

Disagree. This recommendation will not be implemented because it is not reasonable. The Department trains over 12,000 Election Workers for a countywide election. This recommendation would double the number of days required to train an Election Worker. There is a logistical impact on the scheduling of Election Workers and tracking of completion. In addition, it could increase the frequency of no-shows and increase the amount of training that needs to be rescheduled. We measure the effectiveness of our training through a variety of performance metrics and a survey provided to our Election Workers.

RECOMMENDATION NO. 1.7

Continue marketing efforts with other jurisdictions for VSAP software to offset development costs.

RESPONSE

Partially agree. This recommendation is in the process of being implemented. The Department's intent is not to market our voting system to other jurisdictions and function as an election system vendor. This would require human resources that are not currently within our operation and may expose us to liability. The intent of VSAP is to share the technology and allow other jurisdictions to leverage the technology and information we have developed. The VSAP Open Source Workgroup was established to aid in the creation of an open source plan and the establishment of a governance model. The workgroup is composed of a diverse group of technology experts in the field of elections, technology, and open source. The workgroup created a high-level plan to define the required steps to establish a governance team, determine licensing models, define infrastructure and policies, and determine the ongoing lifecycle and management of VSAP Open Source. This plan is a recommended approach based on research and input from industry experts. All final recommendations and approaches should be governed and authorized by the Secretary of State or relevant regulatory authority before moving forward with implementation.

RECOMMENDATION NO. 1.8

Produce a published report of the 2022 Gubernatorial Election and previous elections using the Vote Center paradigm focusing on possible improvements in staffing; staff training; Vote Center locations; Vote Center equipment; and election processes and procedures for the BOS.

RESPONSE

Disagree. This recommendation will not be implemented because it is not warranted. The Department is committed to a continuous improvement process through various strategies such as our Lean Six Sigma program and other strategies. Following each election, a debrief/critique is conducted to identify areas for improvement. As part of this process, we conduct surveys to measure different performance metrics such as voter experience and election worker experience. The California Voters Choice Act was adopted by the County in 2020 and the Department is still in the first full cycle after implementing Vote Centers. The Department is committed to continuing to gather data to improve our voting experience and make our processes more effective and efficient.

Attachment R

Los Angeles County Development Authority



July 20, 2023

Que Solut

TO: Each Supervisor

FROM: Emilio Salas, Executive Director

SUBJECT: RESPONSE TO THE 2022-2023 LA COUNTY CIVIL GRAND JURY FINAL REPORT

Attached please find the response prepared by the Los Angeles County Development Authority to the findings of the 2022-2023 LA County Civil Grand Jury Final Report. Specifically, the agency's response addresses the findings found in the Housing Vouchers for Low-Income and Homeless Angelenos section of the Final Report.

If you have any questions, please contact me at (626) 586-1505.

Attachment

c: Cheri Thomas, Senior Manager, Chief Executive Office

RESPONSE TO THE CIVIL GRAND JURY FINAL REPORT

COUNTY OF LOS ANGELES LOS ANGELES COUNTY DEVELOPMENT AUTHORITY (LACDA)

2022-2023 CIVIL GRAND JURY RECOMMENDATIONS FOR HOUSING VOUCHERS FOR LOW-INCOME AND HOMELESS ANGELENOS

RECOMMENDATION NO. 1.13

LACDA should explore recruiting temporary workers to perform routine tasks and process paperwork that involve little or no client interface. It should also explore hiring non-traditional employees such as retired people.

RESPONSE

LACDA disagrees with this finding. This recommendation has been implemented and has been part of the agency's current practice.

If the recommendation intended to state that LACDA should hire individuals working for temporary agencies to fill some of its regular positions, this is already current practice. Individuals hired through temporary agencies often acquire experience and program knowledge making them strong candidates to fill regular positions within the agency. However, if the recommendation intended to state that LACDA should hire temporary workers only for lower level jobs that involve little or no client interface, LACDA disagrees with this recommendation and will not implement it. The agency uses temporary workers to fill a temporary need not based on the complexity of the assignment.

With respect to the hiring of non-traditional employees such as retired people, the agency's current practice is to explore the hiring of non-traditional employees including retired people and public housing residents.

RECOMMENDATION NO. 1.14

LACDA's Section 8 application forms and instructions should be shortened and simplified.

RESPONSE

LACDA agrees partially with this finding. This recommendation has been implemented to the extent possible under Federal regulations.

The agency aims to simplify the application process for applicants wherever possible. For example, LACDA has streamlined its annual recertifications, income, and asset forms, such that participants with a fixed income only need to provide these documents every three (3) years. Additionally, the creation of the agency's online Rent Café Portal has made it easier for participants to complete their annual certification or to submit income changes.

However, the Section 8 program is a Federally-funded program with requirements set forth by the U.S. Department of Housing and Urban Development (HUD) to which the agency must adhere. As a result, there are limits to the number of documents and processes that LACDA is able to shorten or simplify, and therefore, LACDA cannot fully implement this recommendation. It should be noted that LACDA has fiercely advocated for changes to the Section 8 program that will reduce barriers to access as evidenced by the agency's recent waiver requests and Federal advocacy efforts that specifically asked legislators to make changes to simplify the application and eligibility determination process, as well as to the HUD Secretary to waive burdensome processes that are within their jurisdiction to approve.

RECOMMENDATION NO. 1.15

LACDA should give applicants forms and instructions, along with appropriate assistance, in time so that the applications can be ready for filing and review at the earliest possible time, well before their names come up for vouchers.

<u>RESPONSE</u>

LACDA disagrees with this finding. This recommendation will not be implemented.

This recommendation reflects the lack of understanding of the CGJ in regard to Federal program requirements. Federal regulations require that applicants have current documentation such as income verification forms, not older than 60 days, at the time of voucher issuance. Providing applicants with forms months in advance would nullify the process. Moreover, oftentimes an applicant's circumstance may change from the time their name is placed on the waiting list to the time their name comes up for a voucher, requiring a modification in the application. In addition, reissuing paper applications would be costly for the agency. As such, LACDA cannot implement this recommendation.

RECOMMENDATION NO. 1.16

LACDA should partner or leverage outside housing specialists to assist clients in navigating the complex process of applying for Section 8 vouchers.

RESPONSE

LACDA disagrees with this finding. This recommendation has been implemented and has been part of the agency's current practice.

The agency's current practice is to work with outside case managers from a number of community-based organizations with whom it partners, as well as with internal Housing Navigators, who provide wrap-around services including assistance with completing voucher applications, obtaining required identity and income documents, housing navigation and search, and facilitating move-ins.

It is unfortunate that the CGJ did not confirm the agency's current practice prior to making this recommendation.

RECOMMENDATION NO. 1.17

LACDA should creatively use HUD service fees as landlord incentives, including housing search assistance, application fees, utility hook-up charges, security deposit assistance, and landlord mitigation fund.

RESPONSE

LACDA disagrees with this finding. This recommendation has been implemented and has been part of the agency's current practice.

If the recommendation intended to reference the Emergency Housing Voucher (EHV) program, current practice is for LACDA to utilize HUD service fees for landlord incentives including housing search assistance, application fees, utility hookup charges, security deposit assistance, and a landlord mitigation fund. If the recommendation intended to reference the Housing Choice Voucher (HCV) program, the CGJ should have been aware that HUD does not provide special service fees for the Section 8 program for this use. However, the agency utilizes local County funding to fill this gap and provide these landlord incentives and has done so for the past eight years. In either instance, the agency is using funding creatively to provide this type of assistance and as such, current practice incorporates this recommendation.

RECOMMENDATION NO. 1.18

LACDA should provide easy to read and understand written information about FEHA's anti-discrimination provisions to landlords and tenants and should schedule seminars and/or webinars to educate the public on this topic.

RESPONSE

LACDA disagrees with this finding. This recommendation has been implemented and has been part of the agency's current practice.

The agency's current practice is to provide easy to read and understand written information about the Fair Employment and Housing Act's (FEHA) antidiscrimination provisions to landlords and tenants; the agency also schedules seminars and webinars to educate the public on this topic. For example, LACDA contracts with the Housing Rights Center (HRC) to provide tenant/owner workshops and includes notices in its monthly newsletters to tenants. The agency also provides HUD's fair housing form in all voucher packets; these forms are also available in the agency's lobbies. Additionally, LACDA refers applicants to the Housing Resource Center and Legal Aid, as needed. Finally, during the height of the pandemic, in partnership with the County's Chief Executive Office, Homeless Initiative (CEO-HI) staff, the agency convened monthly "COVID Tenant Protections" and "COVID Rental Property Owner" roundtable meetings in alternate months, with the County's Department of Consumer and Business Affairs staff present at all meetings to inform participants about COVID-19 Tenant Protections and the Stay Housed LA resource. As such, current practice incorporates this recommendation.

RECOMMENDATION NO. 1.19

LACDA caseworkers and supervisors should be taught about FEHA and related local ordinances and should be trained on how and when to make referrals to the Los Angeles County Counsel or to HRC.

RESPONSE

LACDA agrees partially with this finding. This recommendation has been partially implemented as part of the agency's current practice and will be fully implemented in the future.

The agency's current practice is to provide annual training to both caseworkers and supervisors on Fair Housing, which is ongoing as the agency is notified of updates. As such, current practice incorporates this recommendation.

With respect to training for caseworkers and supervisors on how and when to make referrals to the Los Angeles County Counsel or to HRC, LACDA has provided training for caseworkers to make referrals to the HRC. In fact, LACDA provides funding to the HRC specifically to provide source of income discrimination information to both landlords and tenants and to follow up accordingly with landlords that are found to be in violation of this statute. To the extent that the Civil Grand Jury spoke to individuals who stated they were unaware of these protocols, then it is imperative upon LACDA to ensure training efforts are bolstered. As such, LACDA will increase its efforts to provide this ongoing training.

RECOMMENDATION NO. 1.20

HACLA's and LACDA's HCV and EHV programs should be administered by one agency by agreement among the BOS, the Los Angeles City Council and Mayor, HACLA and LACDA. This will eliminate unnecessary duplication of effort and expense, enable Los Angeles residents to use an agency with a demonstrated excellent track record and promote efficiency. This recommendation relates to Findings 20, 21 and 22, and each of them.

RESPONSE

LACDA disagrees with this finding. This recommendation will not be implemented.

LACDA enjoys a close working relationship with the City of Los Angeles as well as the 17 other public housing agencies operating within the County. LACDA has taken a regional approach to align its policies and in the implementation of its programs. To that end, LACDA works very closely with these agencies; especially with the HACLA to address utilization, interagency Memorandum of Understanding agreements to streamline lease-up and reduce barriers to access, and the creation of a universal housing application. In fact, both LACDA and HACLA often attend landlord recruitment and education events together to demonstrate their collaborative relationship.

It is disheartening that the CGJ came to this conclusion without recognizing the level of coordination and collaboration that exists today between the two agencies. In fact, many of the landlord incentive programs that LACDA was credited for in this

report are also operational within HACLA and have been for many years. LACDA remains steadfast in its partnership and in its mutual aspirational goal to end homelessness within our City and County.

Attachment S

Los Angeles County Metropolitan Transportation Authority



Los Angeles County Metropolitan Transportation Authority One Gateway Plaza, Los Angeles, CA 90012-2952 Stephanie N. Wiggins Chief Executive Officer 213.922.7599 Tel 213.922.7447 Fax wigginss@metro.net

July 23, 2023

Fesia Davenport, CEO

Los Angeles County

500 W. Temple Street,

Room 713 Los Angeles, CA 90012

Subject: Civil Grand Jury Responses

Dear Mrs. Davenport:

I am writing in response to the *All Aboard: Is Metro Rail on Track* report, prepared by the 2022-2023 Los Angeles County Civil Grand Jury, as requested in your letter dated July 3, 2023. Following a comprehensive review of the report and as required by Section 933(c) of the California Penal Code, Metro has prepared responses to each recommendation, which are included herein.

Public transit is a vital lifeline to LA County, bolstering economic growth and promoting environmental sustainability. Ensuring it is safe, clean, and reliable continues to be our steadfast goal. With a customer-centric approach, we seek to provide a public transit system that fosters seamless connectivity, accessibility, and sustainable mobility for all residents and visitors in LA County.

I appreciate the diligent work of the Civil Grand Jury to help enhance the accountability, transparency, and efficiency of Metro through their recommendations in the report. It is worth noting that for many recommendations related to safety, cleanliness, and customer experience, Metro has already implemented strategies or addressed the concerns. Metro's commitment to these critical facets of our service underscores our dedication to delivering the highest quality of transit service for Los Angeles County.

Metro welcomes the opportunity to improve and evolve, and I view the recommendations as an integral part of this process. Should there be any questions regarding the responses, kindly reach out to my Chief of Staff, Nicole Englund, at 213-922-7950.

Sincerely,

Stephane Wiggins

Chief Executive Officer

Attachment: Response to the Civil Grand Jury Final Report

RESPONSE TO THE CIVIL GRAND JURY FINAL REPORT

LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY (METRO) AND METRO BOARD OF DIRECTORS

2022-2023 CIVIL GRAND JURY RECOMMENDATIONS FOR ALL ABOARD! IS METRO ON TRACK?

RECOMMENDATION NO. 1.1

Require contracted law enforcement agencies (LAPD, LASD, LBPD) to assign more officers to ride the trains.

RESPONSE

Agree. The recommendation has been implemented. In 2022, Metro initiated a new comprehensive public safety approach by adopting a multi-layer safety program to address the different aspects of public safety and security. Each layer of this safety ecosystem contributes to the overall security of the Metro system, moving beyond a single-strategy reliance to a layered approach. This strategy deploys the optimal resources to tackle specific safety concerns, with law enforcement contract services as a key element within the multi-layered approach.

For FY 2024, Metro has ramped up the presence of law enforcement staff on buses and trains. Metro recently negotiated a contract extension with each of our law enforcement partners and now has the right to direct the specific deployment or redeployment of existing resources to meet the agency's needs. To ensure the effective deployment of these resources, Metro's System Security & Law Enforcement (SSLE) department audits the daily deployment schedules and the Metro Transit Access Pass reports.

RECOMMENDATION NO. 1.2

Metro's TSO force should be increased from its current figure of 213 to allow the agency to better enforce fare compliance and Code of Conduct (COC) and give the agency greater control and accountability with security.

RESPONSE

Agree. The recommendation has been implemented. Metro has made significant strides in bolstering safety throughout our public transit system. Recognizing the pivotal role TSOs play in our multi-layered safety approach, Metro has taken proactive measures to enhance their presence. In March 2023, Metro's Board of Directors approved the addition of 47 more TSOs, and an additional 48 officers are slated to join in Fiscal Year (FY) 2024. With a 45 percent increase in TSOs, Metro has expanded the force to a current number of 308 officers.

These new officers will undergo comprehensive training and be equipped to ensure the well-being of our riders, employees, and the protection of our transit infrastructure.

RECOMMENDATION NO. 1.3

COC violations should be enforced, and frequent violators subject to fines or banishment from the Metro system.

RESPONSE

Agree. The recommendation has been implemented. Metro's COC is an important tool to protect the health and safety of riders, protect transit equipment and facilities used to provide transit service to all of LA County and promote a desirable transit experience. Metro TSOs are responsible for ensuring COC compliance. To strengthen our efforts further, Metro's Board approved the addition of more TSO positions in March 2023 and for FY 2024. TSOs actively patrol the system, enhancing COC compliance, including fare compliance. Our commitment to enforcing the COC across the system remains unwavering as Metro strives to create a safe and respectful environment for all our riders.

Metro's COC, which has been in effect since 2010, outlines the penalty schedule of administrative penalties, which includes fines and other penalties such as ejections and exclusion from the system in the most serious of cases. programs like Transit School, community service assignments, fines, and, in severe cases, ejection and exclusion from the Metro system.

More recently, effective July 2023, the COC was changed to be more equitable, customer friendly (clear and concise language), and applicable (items were deleted from the code that are covered under the penal code, which is the responsibility of Law Enforcement.) To ensure riders are aware of these changes, and furthermore, to emphasize the importance of compliance with the Code, Metro will be engaging with the community on the recent changes.

RECOMMENDATION NO. 1.4

Encourage greater coordination among the agencies involved with Metro Rail, including a standardized method of reporting crime statistics.

RESPONSE

Agree. The recommendation is being implemented. In July 2023, Metro began a new safety deployment strategy. Metro will regularly convene with partners to discuss issues, concerns, and successes. This collaborative approach allows us to identify and address any problems promptly. Metro will adjust communication protocols as needed, discuss flexibility in deployment based on crime trends or areas of vulnerability, and continually validate our accountability process to ensure its effectiveness. The enhanced systemwide deployment approach aims to enhance public safety through a streamlined strategy. The agency is committed to continual improvement, effective resource allocation, and proactive engagement while working collaboratively with ecosystem partners to create a safer transit experience for our riders.

To further enhance coordination and reporting, Metro staff has developed a standardized template for crime statistics reporting. This template will be shared with the relevant contracted law enforcement agencies to ensure data is provided in a concise and consistent manner moving forward.

RECOMMENDATION NO. 1.5

Establish clear benchmarks for determining the success of the Ambassador program. Monitor and collect data to better focus the program. Make it publicly available on the Metro.net website.

RESPONSE

Agree. The recommendation is being implemented. The main goal of the Metro Ambassador Pilot Program is to improve the overall customer experience for our riders. The Ambassadors are responsible for enhancing the customer experience through visibility and aiding riders with wayfinding and general assistance. In addition to providing information and support, they are the "eyes and ears" of the system, reporting maintenance, cleanliness, and safety issues that need to be addressed.

Key performance indicators are being assessed as Metro works on developing an evaluation survey which will include feedback from our customers and other stakeholders. Once complete, the results will be shared with the Metro Board and the public.

RECOMMENDATION NO. 1.6

Metro should create opportunities for Ambassadors to interact with the other security agencies to raise awareness and build trust.

RESPONSE

Agree. The recommendation is being implemented. Metro is dedicated to creating meaningful opportunities for our Ambassadors to interact with other security agencies, fostering awareness, and building trust within the public safety ecosystem.

Metro Ambassadors play a crucial role in our multi-layered approach to enhancing public safety. They are actively engaged in the transit system, providing customer service, aiding riders, and acting as a visible presence to deter potential issues. As part of their duties, Metro Ambassadors already work closely with a team that includes Metro Transit Security, Contract Security, and Law Enforcement partners currently operating within the system. These collaborative efforts can help to improve teamwork and reinforce the shared commitment to ensuring a safe and secure transit environment for all passengers.

RECOMMENDATION NO. 1.7

Analyze security data on a regular basis and obtain up-to-date numbers on nontransportation riders using the system.

RESPONSE

Agree. This recommendation is in process. Public safety analytics is a tool for improving public safety outcomes. By leveraging data and technology, staff can better understand the nature and scope of public safety challenges and develop more effective strategies and interventions to address them. SSLE's data analysts will collaborate with various departments within Metro to gather various data points, such as rider surveys, Transit Watch App reports, fare enforcement data, etc. SSLE partners with the Homeless Outreach Department to share current information on non-transportation riders, enabling strategic outreach service deployment.

As part of the Board approved Public Safety Analytics policy in March 2023, Metro is currently working on a public safety dashboard to provide regular updates on statistics and trends utilizing data collected by Metro and crime data provided by law enforcement partners. The policy's purpose is to remove bias from public safety analytics by ensuring that the data being used is of high quality - that is accurate, complete, consistent, reliable, and up to date. Equally important is ensuring the data has context, which limits assumptions and biases that could adversely impact the quality of the data. In addition, Metro will be trained to recognize and avoid biases in the analysis. The policy will ensure to the public that our analytics efforts are fair and equitable and that they promote public safety for all members of the community.

The policy and dashboard emphasize transparency and accountability while affirming the agency's commitment to ensuring the collection and use of all data is conducted in a bias-free, non-discriminatory manner consistent with Metro's policies.

RECOMMENDATION NO. 1.8

Encourage riders to use the Transit Watch App to report security, sanitation, and other problem and help riders to install the Transit Watch App. Deploy mobile training booths to show riders how to install and use the app.

RESPONSE

Agree. The recommendation has been implemented. Metro Ambassadors continue to encourage customers to download the Transit Watch App to report suspicious activity and safety issues. The Transit Watch App. was revamped as a public reporting tool in recent years. However, there has been a significant increase in reporting cleanliness issues since October 2022 to the present, upon the onset of the Metro Ambassador program. Metro Ambassadors are available to assist customers with downloading the Transit Watch App.

RECOMMENDATION NO. 1.9

Keep fares at the current rate and improve access to discount or free fares offered to low-income riders, students, and seniors through programs such as LIFE and GoPass, including free transfers.

RESPONSE

Agree. The recommendation has been implemented. Metro has some of the lowest fares in the country and is committed to maintaining an equitable and affordable fare system for all riders in Los Angeles. In July 2023, Metro launched a new fare structure and fare capping to make paying transit fare more affordable and convenient for riders. And as noted in the report, Metro also offers several discount programs, including GoPass, which offers free fares for students; Reduced Fares for seniors and customers with disabilities; and a low-income discount program called LIFE. These programs and the recent changes to the fare structure are designed to provide affordable transit for all riders, especially customers who ride frequently.

RECOMMENDATION NO. 1.10

(A) Install turnstiles or other physical impediments that would discourage nonpaying riders.

(B) Station TSOs at high trafficked stations to re-enforce fare paying.

<u>RESPONSE</u>

(A) Agree. This recommendation is in progress. Metro is presently working to enhance the fare gates for access control improvements, and Westlake/MacArthur Park station is the first station to implement.

(B) Agree. The recommendation has been implemented. Through the new deployment plan referenced previously, TSOs are positioned at high-trafficked locations to enforce the COC, inclusive of fare compliance, and provide high visibility. System Security and Law Enforcement is working with Operations to pilot reinforced turnstiles at Westlake/MacArthur Park station to gauge success in limiting the ability of nonpaying riders to access the system that can be expanded to other stations.

RECOMMENDATION NO. 1.11

(A) Instead of the lengthy COC, create an abridged "Metro Manners" that gives riders a quick guide to the most important regulations.

(B) Highlight Metro Manners in stations, train cars, and create an ad campaign for bus benches and across various social media platforms.

RESPONSE

(A) Agree. The recommendation has been implemented. Effective July 2023, the COC was changed to be more equitable, customer friendly (clear and concise language), and applicable (items were deleted from the code that is fully covered under the penal code, which is the responsibility of Law Enforcement.)

The revised version was crafted with input from Metro's safety partners and the Public Safety Advisory Committee that focused on critical areas that support or interfere with the user experience and safety.

(B) Agree. This recommendation is in progress. To ensure riders are aware of these changes, and furthermore, to emphasize the importance of compliance with the Code, Metro will be engaging with the community on the recent changes. Metro has created a one-page riders guide to describe the key elements of the Customer COC to distribute across the system to our customers.

RECOMMENDATION NO. 1.12

(A) More restrooms are needed for the Metro system. Metro should consider installing public bathrooms at its Customer Centers where staff is available to supervise their use.

(B) The MTA should work with cities to share the costs of building and maintaining new restrooms, similar to the Long Beach model.

<u>RESPONSE</u>

(A) Agree. This recommendation requires further analysis. Metro understands the importance of having restrooms available for our riders. Safety and liability concerns are crucial factors to consider when providing public restrooms. While Metro can't open employee-accessible restrooms to customers, the agency is actively working on finding solutions by piloting various strategies. Metro is planning a pilot project to introduce restrooms at key stations starting in Fall 2023. This will allow us to assess the feasibility and impact of providing public restrooms while ensuring the safety and convenience of our passengers.

(B) Agree. This recommendation requires further analysis. Metro will certainly explore this possibility. The agency is committed to finding practical and sustainable solutions that benefit our riders and the communities we serve.

RECOMMENDATION NO. 1.13

Maintenance and cleaning resources should be increased on the Red (B) Line, commensurate with its level of ridership – cleaning schedules should reflect the number of boardings, not just the time of day.

<u>RESPONSE</u>

Agree. The recommendation has been implemented. Additional resources have been deployed for Rail Vehicle Cleaning. The Red Line currently dispatches teams of five service attendant crews from the division every day to perform End-of-Cleaning activities, which includes trash pick-up and minor spills due to car schedule constraints.

Rail Custodial Services have also increased their budgeted positions from 213 to 234, an increase of 21 FTE's. The increase in staffing supports the Rail Custodial Services Cleanliness Plan. The Cleanliness Plan includes realignment of cleaning personnel, dedicated staffing at hot spot stations, increased pressure washing/floor care at hot spot stations, detailed cleaning programs, and odor neutralization.

RECOMMENDATION NO. 1.14

(A) Hire more custodians and have their workload be concentrated to smaller areas for more thorough cleaning.

(B) Encourage riders to report custodial and maintenance incidents through the website metro.net or the Transit Watch App, or by reporting incidents to an Ambassador.

RESPONSE

(A) Agree. The recommendation has been implemented. Rail Custodial Services have increased their budgeted positions from 213 to 234, which is an increase of 21 FTE's. The increase in staffing supports the Rail Custodial Services Cleanliness Plan. The Cleanliness Plan includes realignment of cleaning personnel, dedicated staffing at hot spot stations, increased pressure washing/floor care at hot spot stations, detailed cleaning programs, and odor neutralization.

(B) Agree. The recommendation has been implemented. Metro does encourage customers to report cleanliness issues. Metro Ambassadors also regularly report cleanliness issues.

RECOMMENDATION NO. 1.15

Metro should schedule several daily brief cleaning sessions at tail track stops, especially for the heavily used B (Red) Line and A (Blue) Line.

<u>RESPONSE</u>

Partially agree. This recommendation has been implemented. Metro understands the importance of maintaining a clean and pleasant environment for all our passengers, especially on heavily used lines.

All rail cars are thoroughly cleaned every day at the divisions before they are put into service. Our dedicated cleaning crews receive daily briefings and coordinate with the Rail Operations Center and Security through Rail Fleet Services Supervision to ensure efficient cleaning procedures.

Additionally, Metro performs End-of-Line cleaning for all of Metro's rail lines, including A, B/D, C, E, and L. However, due to time constraints within the car schedule, the cleaning consists of trash pick-up and light spill cleaning.

Rail cars requiring major cleaning are promptly taken out of service to be thoroughly addressed. In such cases, they are replaced with spare trains to minimize any disruptions to our riders. These out-of-service trains are then cleaned at tail tracks if available on the lines or returned to the divisions for cleaning.

RECOMMENDATION NO. 1.16

Expand the "Cleaned By" program to all the rail lines which would foster greater accountability and transparency by the maintenance crews.

RESPONSE

Disagree. This recommendation will not be implemented. The pilot performed on the C-Line did not result in the desired outcomes and was discontinued. However, Rail Fleet Services has a comprehensive cleaning program and logging system, such as end of the line cleaning during 1st and 2nd shifts to address trash, spills, and spot cleans. Mid-shift crews also perform daily interior cleans (e.g., trash removal, sweeping, spills, mopping, and cleaning high-touch surfaces) on pull-in cars, with the other shifts following up behind to complete the work. In addition, deep cleaning take the daily cleans a step further by doing a complete scrub of the interior and exterior of the trains. All cleaning crews are supervised on a daily basis by Rail Fleet Services Supervision and spot checked for end of the line cleaning, daily cleaning, and deep cleaning. Work activities of cleaning crews are also rated by the Rail Fleet Services supervisors using established cleaning criteria to ensure the cleaning is performed properly. This includes monthly audits that are conducted using a comprehensive scoring of the rail vehicles, which are then shared with leadership so adjustments to cleaning protocols can be made if necessary. Documentation for this process is kept at the divisions, which depicts the last time interiors, end cabs, and exteriors were cleaned and by whom.

RECOMMENDATION NO. 1.17

Metro should promote and encourage vendor presence in stations, including help with the lengthy permit process.

RESPONSE

Agree. The recommendation is being implemented. The presence of vendors in and around Metro transit stations can provide amenities to patrons and activate stations and plazas in a manner that improves safety and overall customer experience. Over the years, there have been numerous instances in which Metro has permitted entrepreneurs to vend on Metro property. Vending is not permitted on Metro platforms, trains, or buses. In December 2022, the Metro Board of Directors approved a new Economic Development Program, which includes a Station Activation component to promote commercial activity and support small businesses on Metro property and station plazas. Several pilot programs are being developed through the Station Activation program, including a restructuring and relaunch of a vendor market at the Westlake/MacArthur Park Station, a small-scale retail pilot program to occupy commercial space at the Willowbrook/Rosa Parks Station, as well as efforts to support farmer's markets, coffee carts and other forms of vending at key locations in the Metro system. Metro is in the early stages of coordination on various aspects of these pilot initiatives, including facilities and maintenance considerations such as trash management. As part of the Station Activation program, Metro will also be exploring opportunities to streamline the permitting process to remove barriers to entry for small businesses and entrepreneurs.

RECOMMENDATION NO. 1.18

Respect the Ride should be adapted, expanded, and implemented as a pilot program on the entire line.

RESPONSE

Partially agree. The recommendation has been implemented. The Respect the Ride pilot program was launched in April 2022 at the 7th and Metro Station and was expanded across seven stations along the B/D (Red/Purple) Line – the line with the greatest need. Those stations include Pershing Square, Union Station, North Hollywood, Universal City, Westlake/MacArthur Park, Hollywood/Highland, and Wilshire/Vermont. The pilot program concluded in early 2023 and has evolved into a new multi-layered deployment that launched in July 2023. The lessons learned, successes, and data of the Respect the Ride pilot were applied to the new deployment.

RECOMMENDATION NO. 1.19

Institute a nightly "lock-down" procedure for either custodial staff and/or TSOs to secure elevators and escalators along all lines.

<u>RESPONSE</u>

Partially agree. This recommendation has been implemented where feasible. System Security & Law Enforcement and Operations work together to close the stations every night at approximately 12:30 a.m. Signage of station closures is posted, and gates are closed to inform individuals that they are not to enter the premises during closing hours. TSOs walk through the entire station, inclusive of the ancillary areas, to ensure all patrons have exited the station. Upon clearing out the stations, maintenance staff clean the stations, platforms, and elevators to ensure they are ready for service the following day.

All light rail (open air) stations cannot be physically closed. The escalators remain running, and the elevators do not have the ability to be easily turned on and off. Additionally, the open-air stations do not have any physical barriers to keep anyone from using stairs to access the platform/mezzanine. However, there are signs to the effect that you may be subject to an arrest or removal from the premises during non-revenue service. All open-air stations are continuously patrolled by law enforcement and/or contract security.

RECOMMENDATION NO. 1.20

The Make Metro Clean Program should be expanded to include the rail system.

<u>RESPONSE</u>

Partially agree. This recommendation has been implemented. Make Metro Clean Program has been an impactful program to supplement our overall cleaning program. To address the cleanliness concerns on the rail system, Metro has taken significant steps to enhance our cleaning efforts. In FY 2024, Metro allocated a 13 percent budget increase, amounting to \$23,645,165, which has allowed us to add 24 new custodian positions at existing rail stations. Metro is in the process of filling these positions to bolster our cleaning efforts. Additionally, the agency added 46 new Service Attendant positions as part of the FY 2023 budget, which is evenly split between bus and rail. These Service Attendants play a crucial role in maintaining cleanliness and ensuring a pleasant experience for our riders. The agency made significant progress in upgrading seating comfort by replacing cloth seats with vinyl seats on buses and trains.

RECOMMENDATION NO. 1.21

The Westlake/MacArthur Park station initiatives should be implemented at other stations.

RESPONSE

Agree. The recommendation will be implemented. The improvements at Westlake/MacArthur Park station demonstrate our commitment to actively listening to our customers and implementing meaningful changes to enhance their experience within our transit system. Metro remains dedicated to continuously improving our services and addressing the evolving needs of our valued customers. Metro will continue to build on the momentum of the Westlake/MacArthur Park station interventions by developing longer-term recommendations for this station and identifying elements that could be implemented at other key stations experiencing significant ridership with safety and customer experience challenges. While much of the illicit and anti-social activity occurring within the Metro system is reflective of larger societal challenges, Metro recognizes it must take proactive interventions to provide conditions at stations that meet customer expectations of a safe and reliable Metro transit system.

Metro is currently developing recommendations for expanding effective improvement elements to enhance customer experience and safety at other stations. The next stations Metro proposes to develop and implement intervention plans for are Metro's busiest station at 7th Street/Metro Center, serving Metro's B/D subway lines and A/E light rail lines, and Pershing Square station, served by the B/D subway lines. This expansion is with the understanding that there is not a onesize-fits-all solution for the entire system, as each station is uniquely designed and they vary in size, with potentially different challenges to address the needs of the communities they serve.

Metro is aiming to roll out these efforts in FY 2024 once a plan has been developed and funding has been allocated. Metro will be considering a range of criteria for future station deployments that includes ridership, public safety data, cleanliness/functionality data, homeless outreach data, frontline employee feedback, and customer/stakeholder input. Attachment T

Sanitation Districts



Robert C. Ferrante Chief Engineer and General Manager

1955 Workman Mill Road, Whittier, CA 90601-1400 Mailing Address: P.O. Box 4998, Whittier, CA 90607-4998 (562) 699-7411 • www.lacsd.org

July 20, 2023

VIA EMAIL cthomas@cco.lacounty.gov

Ms. Fesia A. Davenport Chief Executive Office 745 Kenneth Hahn Hall of Administration 500 West Temple Street Los Angeles, CA 90012

Dear Ms. Davenport:

Responses to the 2022-2023 Los Angeles County Civil Grand Jury Report Stormwater Capture and Wastewater Reuse

Please find attached the Los Angeles County Sanitation Districts' (Sanitation Districts) response to the Grand Jury Report titled *Stormwater Capture and Wastewater Reuse*. The Sanitation Districts is submitting this response for the "Required Agencies" listed in the Required Responses section of your June 21, 2023, letter as "Sanitation Districts of Los Angeles County."

If you have any questions or concerns, please contact Mr. Ray Tremblay at (562) 908-4288, extension 2701, or at rtemblay@lacsd.org.

Very truly yours,

Rolt C. Finato

Robert C. Ferrante

RT:AM:pb

Enclosure

DOC 6961264

A Century of Service

RESPONSE TO THE CIVIL GRAND JURY FINAL REPORT

COUNTY OF LOS ANGELES SANITATION DISTRICTS

2022-2023 CIVIL GRAND JURY RECOMMENDATIONS FOR STORM WATER CAPTURE AND WASTEWATER REUSE

RECOMMENDATION NO. 1.9

LACDPW should establish a committee to study and identify potential users of recycled wastewater (industry, commercial nurseries/growers, regional and local parks, etc.). Committee to include, at a minimum, representatives of the City of Los Angeles, the City of Long Beach, and the Sanitation Districts of Los Angeles County.

RESPONSE

The Sanitation Districts agree with the finding. The recommendation will be implemented. The idea of establishing a committee is a very good one but there are already at least two regional recycled water committees performing this role in the County. First of all, Metropolitan Water District has formed the Water Reuse Collaborative Group to coordinate the planning for regional recycled water treatment and distribution systems. The Collaborative Group aims to coordinate the planning for two very large regional recycled water projects intended to provide over 350 million gallons per day of purified recycled water. The City of Los Angeles, City of Long Beach, Sanitation Districts, LACDPW already participate in this group as well as additional organizations such as the City of Torrance, West Basin Municipal Water District, and Central Basin Municipal Water District.

Furthermore, the California WateReuse Association's Los Angeles County Chapter has formed the Los Angeles County WateReuse Committee. The mission of the Los Angeles Chapter of the WateReuse Association is to increase the amount of safe and beneficial uses of recycled water in and around the County. Its objectives shall be to promote water reclamation and recycling as a sustainable supplemental source of water for the state; to work for the adoption of legislation and regulations that allow the safe use of recycled water; to facilitate the development of technology aimed at improving water recycling; to promote legislation that would increase funding for water recycling projects; to provide mutual assistance and support between and among Los Angeles Chapter members involved with water recycling projects; and to increase public awareness and understanding of related water problems and solutions. Participants include Metropolitan Water District, Sanitation Districts, City of Los Angeles as well as State and County entities.

LACDPW is in the process of finalizing the Los Angeles County Water Plan. The Water Plan focuses on collaborative management of Los Angeles County's water resources. As part of implementation and to avoid duplication of efforts, LACDPW can utilize the County Water Plan framework to work with recycled water agencies to accomplish this recommendation.

RECOMMENDATION NO. 1.12

Continue to construct ATW facilities to lessen the need for imported water.

RESPONSE

The Sanitation Districts agree with the finding. The recommendation is in the process of being completed. The Sanitation Districts have supported use of recycled water to lessen the need for imported water for many decades. Since the early 1960s, the Sanitation Districts have operated water recycling plants designed to recycle water used to replenish groundwater basins. More recently, the Sanitation Districts have participated in projects that take treated water from our water recycling plants and further purifies it using advanced treated water (ATW) facilities. However, statutory authority limits the Sanitation Districts' ability to directly provide recycled water to customers. As a result, we rely upon water agency partners to construct the ATW facilities and water distribution infrastructure. We are currently supporting the preliminary planning, engineering, and environmental review of substantial water recycling projects involving the construction of ATW facilities in both the Los Angeles Basin and Antelope Valley. Of note, the Sanitation Districts is partnering on a 150 million gallon per day recycling project with the Metropolitan Water District of Southern California using ATW facilities, known as Pure Water Southern California. When completed, this project could provide purified water to supply the needs of up to 1.5 million people.

Attachment U

Los Angeles Homeless Services Authority

_	NAMES AND ADDRESS OF A DECK	
	707 Wilshire Blvd., 10th Floor Los Angeles, CA 90017	
AUCA	Ph: 213 683.3333 MEMO	
ANGELES	Fax: 213 892.0093	
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THORITY	www.lahsa.org	
To:	Fesia A. Davenport, Chief of Los Angeles County	
From:	Dr. Valencia Adams Kellum, CEO	
Date:	July 28, 2023	
CC:	Dr. Holly Henderson, Director Risk Management; Nathaniel VerGow Deputy, Chief of Systems	
	Officer; Rachel Johnson, Chief of Staff; Tifara Monroe, Deputy Chief/Sr. Advisor; Kristina Dixon	
	Chief Financial Officer and Administrative Officer; Jeffrey Samson Deputy Chief Financial &	
	Administration Officer	
Re:	LAHSAs response 2022-2023 Civil Grand Jury Letter	

Attached are the responses to the 2022-2023 Civil Grand Jury Final Reports, Aging Out Youth and Lack of Housing recommendations.

Sincerely,

Va Recia Cedans Kellum

Dr. Va Lecia Adams Kellum Chief Executive Officer

RESPONSE TO THE CIVIL GRAND JURY FINAL REPORT

COUNTY OF LOS ANGELES LOS ANGELES HOMELESS SERVICES AUTHORITY (LAHSA)

2022-2023 CIVIL GRAND JURY RECOMMENDATIONS FOR AGING OUT: TRANSITIONAL AGED YOUTH

RECOMMENDATION NO. 1.6

LAHSA should fully provide \$500,000 to Covenant House LA for staffing and operational costs so that 16 youth can move into the additional section.

RESPONSE

LAHSA partially disagrees with recommendation 1.6 and has partially implemented as: (1) LAHSA did not have a contractual agreement prior to the expansion of the Covenant House LA site to provide the operational funding for the 16 additional beds; (2) When LAHSA was approached to provide funding for the additional beds, the request was approved and funding has been provided since May 15, 2023, for operations of the 16 beds. In FY 2022-2023, LAHSA contracted with Covenant House from May 15, 2023 - June 30, 2023, for operations of the 16 beds at the standard rate of \$50/bed/night. The start date was mutually determined with Covenant House LA. In FY 2023-2024, LAHSA is contracting with Covenant House LA for operations of the 16 beds for the full year, again at the standard rate of \$50/bed/night.

RESPONSE TO THE CIVIL GRAND JURY FINAL REPORT

COUNTY OF LOS ANGELES LOS ANGELES HOMELESS SERVICES AUTHORITY

2022-2023 CIVIL GRAND JURY RECOMMENDATIONS FOR LACK OF HOUSING

RECOMMENDATION NO. 1.2

LAHSA should have more than one document ready potential tenant for each unit, so that no units are left vacant waiting for qualified tenant.

RESPONSE

LAHSA agrees with recommendation No. 1.2 and is in the process of being implemented. LAHSA has implemented a new matching strategy for Project Based Units called batch matching. Batch matching is an innovative approach aimed at optimizing the utilization of available housing units by inviting eligible households to apply for PSH resources that allow them to be quickly matched and processed by the appropriate entities responsible to confirming client eligibility for a unit, followed by quick lease up/move-in support and connection to supportive services to achieve housing stability. It involves streamlining the process of matching potential clients with housing units by considering multiple eligible clients for each unit simultaneously. This strategy allows us to identify and assess a larger pool of candidates, thereby increasing the likelihood of filling vacancies promptly and efficiently.

Under the new Project Based Lease Up Model, 45 days prior to the anticipated Certificate of Occupancy, individuals who meet the eligibility and prioritization criteria for the property will receive notification regarding their potential eligibility for a unit at the specified property. They will be advised to promptly apply for the property, using our Universal Housing Application (UHA), for a potential match and application processing. The property management will process these applications in the order of their receipt, following the unit eligibility criteria, followed by a subsequent review and approval by the participating Public Housing Authority providing rental assistance for the property. If there are more approved applicants than available units in the building, the excess applicants will be placed on the property's waitlist. They will retain their eligibility for potential vacancies at the building throughout the lease-up process until 100% lease up is achieved. Additionally, they will remain eligible for consideration at other properties in the area, provided they meet project eligibility.

LAHSA continues to work with our partners such as DMH and DHS, as well as the Public Housing Authorities for both the City (HACLA) and County (LACDA) of Los Angeles, in efforts to adopt this model as an expansion for reducing vacancies within our projects which have turnover units as well. It is important to note that while batch matching offers significant advantages in reducing unit vacancies, it is not a one-size-fits-all solution. Certain factors, such as the availability of suitable housing units, the preferences and choices of potential clients, and the unique circumstances of each individual, can influence the effectiveness of the batch matching process. The goal of batch matching is to efficiently utilize housing resources and reduce vacancy rates, while fostering community building and prioritizing client choice. These objectives collectively contribute to the effectiveness and success of PSH programs in providing stable housing and support services to individuals experiencing chronic homelessness.

RECOMMENDATION NO. 1.3

LAHSA must revise the VI-SPDAT system to make it fairer for all applicants.

RESPONSE

LAHSA agrees with recommendation No. 1.3, and plans to implement. As a result of concerns with the VI-SPDAT, LAHSA stopped using the VI-SPDAT in interim housing and rapid rehousing programs in July 2022.

LAHSA was not able to stop using the tool for PSH matching as it is not possible to assess vulnerability using case conferencing for such a large homeless population, thus making it necessary rely on an assessment tool to identify vulnerability and potential PSH need. In Spring 2023, LAHSA piloted using VI-SPDAT scores with only a minimum threshold, as opposed to in descending order, to reduce the impact of in equities VI-SPDAT scores on PSH referrals.

In June 2023, the Coordinated Entry System (CES) Triage Tool Research and Refinement (CESTTRR) team released their final report. Please see LAHSA's responses and next steps for each of the recommendations provided in the CESTTRR report.

Recommendation 1: Implement the shorter more concise version of the Revised Triage Tool based upon data science recommendations and vetting/rewording by the Community Advisory Board.

• LAHSA plans to implement the new revised tool; to implement, LAHSA will hire a consultant to create and implement a training curriculum that will support the execution of this recommendation.

Recommendation 2: Implement the Revised Triage Tool's embedded practices that incorporate race equity and a trauma-informed approach. In addition, the Revised Triage Tool: (a) should not be used as an intake, nor conducted at intake; (b) the Revised Triage should be read word for word to clients, until case managers are comfortable enough to make minor "off script" adjustments; (c) the tool should be administered in a private place whenever possible so as to maximize client comfort in answering personal questions.

• LAHSA plans to implement the new revised tool; to implement, LAHSA will hire a consultant to create and implement a training curriculum that will support the execution of this recommendation.

Recommendation 3: Use the new scoring system that is anchored in predicting "adverse events."

• LAHSA will implement the new score system, with support from system partners and the CES Policy council.

Recommendation 4: Prioritize persons scoring above a new threshold or higher on the new scoring system for permanent supportive housing.

• LAHSA will implement the new score system, with support from system partners and the CES Policy council.

Recommendation 5: Incorporate additional information with the new scoring system to determine how housing will be allocated (i.e., matching decision)

• LAHSA will implement the new score system, with support from system partners and the CES Policy council. Other factors will be included in prioritization as well.

LAHSA looks forward to implementing these changes to create a more equitable and fair housing system.

RECOMMENDATION NO. 1.24

LAHSA needs to provide adequate housing navigators to assist the 10,000 people currently holding vouchers find rental units.

RESPONSE

LAHSA agrees with recommendation No. 1.24 and is in the process of being implemented. LAHSA meets with SPA wide community non -profit partners monthly basis to review client level progress and housing connections to ensure 100 percent slots utilization and staffing capacity to carry out the role. Housing Navigation (HN) is offered from one Access Center per SPA to support those participants who do not utilize Interim Housing Resources. HN is offered from Interim Housing (IH) sites throughout the County to support all participants entering interim housing programs to access HN services. LAHSA Technical advisors train interim housing providers on document collection to expedite housing match and connection to HN.

LAHSA scheduled a HN Bootcamp for the first week of August to ensure service providers and staff can support their participants fully within the program parameters.

LAHSA is hiring recruiters to support service providers hire staffing to support a 1 to 20 caseload ratio. LAHSA is launching five Job Fairs to support service providers in their hiring efforts. These Job Fairs are SPA-wide and located throughout the County of Los Angeles. To support 10,000 people currently holding vouchers, there would need to be sufficient funding for 166 Housing Navigators.

In support of this expansive need in the Homeless Services System, LAHSA is creating an Emergency Housing Navigation team, located within the Multi-Department Crisis Response Team Department, that will be nimble and mobile to respond quickly to the needs of service providers while they hire staff. LAHSA also continues to pursue all funding opportunities to add additional funds to Housing Navigation Programs throughout the program year. In addition, LAHSA will continue to work with service providers to ensure there are ample Housing Navigation staff and support in place to provide services to participants.

Attachment W

Matrix 2022-2023 Civil Grand Jury Final Report Responses

DEPARTMENTAL RESPONSES TO FINDINGS AND RECOMMENDATIONS OF THE 2022-2023 CIVIL GRAND JURY FINAL REPORT

Chief Executive Office for the Board of Supervisors – Aging Out: Transitional Aged Youth		
Recommendations	Responses	
1.1 Ongoing meetings of the Multi-Disciplinary Teams (MDTs) must be regularly scheduled, with mandatory participation of departments, youth, foster parents, and other interested parties.	Agree. The recommendation has been partially implemented and the Department of Children and Family Services' (DCFS) timeline for implementation of scheduling ongoing regular meetings is by January 2024. DCFS, the Department of Mental Health (DMH) and Probation have discussed the need for improved collaboration, and discussed various strategies which would assist with better support for transition age youth. Further discussions are needed to determine to what degree departments outside of DCFS can allocate staff to serve as a member of MDTs.	
 1.2 (b) DCFS and Probation should ensure that the youth obtain a driver's license or California ID card, a birth certificate, social security card, medical card, and any other pertinent documents. DCFS and Probation should assist the youth to obtain public and privately funded services. The Department of Public Social Services (DPSS) should provide information to the Transitional Aged Youth (TAY) for general relief, CalWORKS, CalFresh, and Medi-Cal. The Department of Public Health (DPH) should 	Partially disagree due to some of the jurisdiction for this recommendation falls with the Social Security Administration. This recommendation has been partially implemented and will be fully implemented. DCFS and Probation already ensure youth obtain a driver's license or California ID card, are provided with their birth certificates, a social security card, medical care and other pertinent documents. The timeframe for full implementation is estimated for 2024 and contingent upon further discussion with the Social Security Administration in addressing a streamlined and consistent protocol for DCFS to request social security cards for youth, and other Los Angeles County (County) departments to connect and access services and resources.	
provide information to access medical services. DCFS and Probation should provide additional TAY services such as employment, housing, healthcare, and (for male TAYs age 18)	DCFS and Probation already ensure that youth obtain any funds available, are referred to DPSS for assistance, and referred for employment preparedness classes, housing, life skills classes, financial literacy classes which includes information on opening a	

registration with the Selective Service System. DCFS should provide training so the youth can open a bank account and apply for admission to colleges.	bank account and assists transition age youth with completing applications for college. DCFS and Probation will continue to work with other County departments, such as DPSS and DPH, and continue
1.2 (c) The Board of Supervisors (BOS) should	conversations with the Social Security Administration to promote and facilitate TAY accessing relevant documents. Partially disagree. This recommendation requires further analysis
lobby the state legislature for authorization to extend TAY services to as early as age 14 and as late as age 24.	regarding the cost and funding of increasing eligibility for TAY services. Also, the Board has existing policy to support legislation and funding to facilitate successful emancipation, promote self-sufficiency, increase post-secondary achievement, and improve opportunities for TAY, non-minor dependents, and former foster youth and will monitor legislation in 2024 to determine if any bills correspond to this recommendation.
1.3 DCFS and Probation should provide training to foster parents or guardians of TAYs to educate them to the procedures, assistance and processes to effectively assist TAYs under their care during the transition period.	Agree. This recommendation is expected to be fully implemented by December 1, 2023. DCFS has spoken with the Foster Parent College (FPC) and Foster and Kinship Care Education (FKCE) about adding courses specific to supporting transition age youth, and they agreed to add it to their fall curriculum. In addition, Probation routinely provides training to resource families through the Deputy Probation Officer (DPO) of Record and the Probation's Youth Development Services' Independent Living Program (ILP) Transition Coordinator (TC). The TC provides information and support to Probation youth and their resource families. Resource families have access to the support services offered to the youth by the DPO of Record, a TC, and Resource DPO who supports foster youth directly and resource families with school related issues. The DPO of Record has the most contact with the resource families and thus provide ongoing training and coaching at each interaction. They ensure resource families are aware of the services available to them and the youth, and how to access them.
1.3 (a) DCFS or Probation should require foster parents to receive training and guidance as	Agree. This recommendation requires further analysis. The recommendation requires discussion with the California

 mandated by the MDT plans. Foster parents and court appointed educational advocates must participate in educational plans with school administration and/or community organizations. 1.3 (b) DCFS or Probation should provide foster parents with pertinent case history upon placement. 	Department of Social Services as there is no mandate that foster parents receive specific trainings and guidance that have been determined by a MDT plan, nor that they are mandated to participate in educational plan meetings. The analysis and discussion should be completed by January 2024. Agree. The recommendation has been implemented as this is already mandated by DCFS and Probation's policy and part of practice.
1.4 DMH should provide Cognitive Behavioral Therapy (CBT) in addition to all other therapy services.	Agree. The recommendation has been implemented. DMH has clarified that its Juvenile Justice Clinical Team members have and continue to provide CBT, Dialectical Behavioral Therapy (DBT), and other therapeutic (such as Evidence-based, Promising, and/or Community-Defined) practices which are guided by the Prevention and Early Intervention Plan of the Mental Health Services Act (MHSA) to TAY.
1.5 Each department should contribute to an Individual Transition Plan. The Individual Transition Plan should be a collaborative effort of all the involved departments, and the implementation should begin when the TAY reaches age 16. DCFS or Probation should develop one cohesive plan which includes the desires of the youth for continuing their education/training and future goals. All agencies should ensure that TAYs and their foster parents participate in all meetings concerning the TAY's case. The departments must ensure that TAYs are given the opportunity to express themselves without fear of retribution.	Agree. The recommendation has been partially implemented and requires further analysis. The recommendation for DCFS implementation with the other departments is targeted for 2024 but is contingent upon further discussion and agreement with other departments. Additionally, DCFS has agreed to create, by January 2024, a specialized section of staff who will provide intensive services for youth who are transitioning from care. That section of staff will be responsible for supporting TAY who are transitioning from care, including working collaboratively with representatives from other County departments.
1.6 Los Angeles Homeless Services Authorization (LAHSA) should fully provide \$500,000 to Covenant House LA for staffing	Partially disagree. The recommendation has been implemented but at LAHSA's standard reimbursement rate. When LAHSA was approached to provide funding for the additional beds, the

and operational costs so that 16 youths can move into the additional section.	request was approved. In Fiscal Year (FY) 2022-2023, LAHSA contracted with Covenant House LA from May 15, 2023 through June 30, 2023, for operations of the 16 beds at the standard rate of \$50/bed/night. The start date was mutually determined with Covenant House LA. LAHSA has contracted with Covenant House LA for operations of the 16 beds for the full FY 2023-2024, also at the standard rate of \$50/bed/night.
Chief Executive Office for the Board of Superviso	ors – All Aboard! Is Metro Rail on Track?
Recommendations	Responses
1.2 Metro's Transit Security Officers (TSO) force should be increased from its current figure of 213 to allow the agency to better enforce fare compliance and Code of Conduct (COC) and give the agency greater control and accountability with security.	Agree. The recommendation has been implemented. Metro has made significant progress in strengthening safety across the public transit system. Recognizing the crucial role played by TSOs in the comprehensive safety strategy, Metro has taken proactive steps to augment their presence. In March 2023, Metro's Board of Directors approved the addition of 47 more TSOs, and an additional 48 officers are scheduled to join in Fiscal Year (FY) 2024. This 45 percent increase has boosted the TSO force to a current total of 308 officers.
	training, equipping them to ensure the safety and well-being of our valued riders, employees and the protection of our vital transit infrastructure.
1.9 Keep fares at the current rate – including free transfers – and improve access to discount or free fares offered to low-income riders, students, and seniors through programs such as LIFE and GoPASS.	Agree. The recommendation has been implemented. Metro has some of the lowest fares in the country and is committed to maintaining an equitable and affordable fare system for all riders in Los Angeles. In July 2023, Metro launched a new fare structure and fare capping to make paying transit fare more affordable and convenient for riders. And as noted in the report, Metro also offers several discount programs, including GoPass, which offers free fares for students; Reduced Fares for seniors and customers with disabilities; and a low-income discount program called LIFE. These programs and the recent changes to

	the fare structure are designed to provide affordable transit for all riders, especially customers who ride frequently.
1.10 (a) Install turnstiles or other physical impediments that would discourage non-paying riders.	(a) Agree. This recommendation is in progress. Metro is presently working to enhance the fare gates for access control improvements, and Westlake/MacArthur Park station is the first station to implement.
1.10 (b) Station TSOs at high-trafficked stations to re-enforce fare paying.	(b) Agree. The recommendation is in progress. TSOs have been strategically stationed at high-trafficked locations. Their primary responsibilities include enforcing the COC, ensuring fare compliance, and enhancing overall visibility for a safer environment. In collaboration with Operations, System Security and Law Enforcement are conducting a pilot project at Westlake/MacArthur Park station involving reinforced turnstiles. The objective of this pilot is to assess its effectiveness in reducing access for non-paying riders, and if successful, the initiative may be extended to other stations in the future.
1.12 (a) More restrooms are needed for the Metro system. Metro should consider installing public bathrooms at its Customer Centers where staff is available to supervise their use.	(a) Agree. This recommendation requires further analysis. Metro fully recognizes the significance of having accessible restrooms for our riders. However, they must carefully consider safety and liability concerns associated with providing public restrooms. Although Metro cannot open employee-accessible restrooms to customers, they are proactively exploring different approaches through pilot programs. To this end, Metro is preparing for a pilot project scheduled to launch in the fall 2023, wherein restrooms will be introduced at key stations. This initiative will enable Metro to evaluate the feasibility and implications of offering public restrooms while prioritizing the safety and convenience of our valued passengers.
1.12 (b) The Metropolitan Transit Authority (MTA) should work with cities to share the costs of building and maintaining new restrooms, similar to the Long Beach model.	(b) Agree. This recommendation requires further analysis. Metro will certainly explore this possibility. Metro is committed to finding practical and sustainable solutions that benefit our riders and the communities we serve.

1.13 Maintenance and cleaning resources should be increased on the Red (B) Line, commensurate with its level of ridership - cleaning schedules should reflect the number of boardings, not just the time of day.	Agree. The recommendation has been implemented. Rail Vehicle Cleaning has received additional resources to enhance its operations. Presently, on the Red Line, teams of five service attendants are dispatched from the division daily to conduct End-of-Cleaning activities. These tasks involve trash pick-up and addressing minor spills, necessitated by car schedule constraints.
	Moreover, Rail Custodial Services have made a significant increase in their budgeted positions, going from 213 to 234, which amounts to an increase of 21 Full-Time Equivalents (FTEs). This augmented workforce is instrumental in supporting the implementation of the Rail Custodial Services Cleanliness Plan. The plan encompasses several vital aspects, such as the realignment of cleaning personnel, dedicated staffing at hot spot stations, intensification of pressure washing and floor care at these stations, the establishment of detailed cleaning programs, and the introduction of measures for odor neutralization.
1.14 (a) Hire more custodians and have their workload be concentrated to smaller areas for more thorough cleaning.	(a) Agree. The recommendation has been implemented. Rail Custodial Services have raised their budgeted positions from 213 to 234, resulting in an increase of 21 FTEs. This expansion in staffing is aimed at bolstering the Rail Custodial Services Cleanliness Plan. The plan encompasses several key components, such as the realignment of cleaning personnel, dedicated staffing at hot spot stations, intensified pressure washing and floor care at these stations, the implementation of detailed cleaning programs, and the incorporation of odor neutralization measures.
1.14 (b) Encourage riders to report custodial and maintenance incidents through the website metro.net or the Transit Watch App, or by reporting incidents to an Ambassador.	(b) Agree. The recommendation has been implemented. Metro does encourage customers to report cleanliness issues. Metro Ambassadors also regularly report cleanliness issues.

1.16 Expand the "Cleaned By" program to all the rail lines which would foster greater	Disagree. This recommendation will not be implemented. The pilot project on the C-Line did not yield the desired results and
accountability and transparency by the	was subsequently discontinued. Nevertheless, Rail Fleet
maintenance crews.	Services has implemented a robust cleaning program with a
	detailed logging system. This program includes various cleaning
	measures to ensure the cleanliness of the trains.
	During the 1st and 2nd shifts, end-of-the-line cleaning is
	conducted to address trash, spills and perform spot cleans.
	Additionally, mid-shift crews carry out daily interior cleans,
	which involve tasks like trash removal, sweeping, mopping, and cleaning high-touch surfaces in pull-in cars. Other shifts follow
	up to complete any remaining work.
	up to complete any remaining work.
	Going beyond the daily cleaning, deep cleaning is performed
	periodically, involving a thorough scrub of both the interior and
	exterior of the trains. To maintain quality, all cleaning crews are
	supervised daily by Rail Fleet Services Supervision, and they are
	spot checked for their end-of-the-line, daily, and deep cleaning
	tasks.
	To ensure proper cleaning, Rail Fleet Services supervisors use
	established cleaning criteria to rate the work activities of the
	cleaning crews. Monthly audits are also conducted using a
	comprehensive scoring system for the rail vehicles' cleanliness.
	The results of these audits are shared with Metro leadership,
	allowing adjustments to cleaning protocols if necessary.
	Detailed documentation of the cleaning process is maintained at
	the divisions, which includes information on when the interiors,
	end cabs, and exteriors were last cleaned and by whom. This
	helps track the cleanliness status and ensures accountability
Chief Executive Office for the Board of Supervise	throughout the cleaning procedures.

Recommendations	Responses
1.1 The BOS should increase the Civil Grand Jury (CGJ) per diem to \$100.	Partially agree. This recommendation requires further analysis and evaluation of resource needs. Recommendations for additional resources will be made within the context of the overall budget, numerous funding priorities, and requests.
1.2 The BOS should make its per diem increase retroactive to January 1, 2023. There is recent precedent in other pay adjustments for unprecedented situations within the County. Falling interest in the CGJ could be considered as such.	Disagree. Consideration for per diem increase may be evaluated prospectively. Please defer to response for Recommendation No. 1.1.
1.3 The BOS should provide CGJ jurors a mileage reimbursement equal to the IRS standard rate of 65.5¢.	Disagree. The mileage rate is determined by Penal Code Section 890 which states that the Grand Jurors are paid the mileage rate application to County employees for each mile traveled in attending court.
Chief Executive Office for the Board of Supervise	ors – Election Operations
Recommendations	Responses
1.1 Reduce staffing early on in the election cycle. We believe this recommendation is already in progress, and should continue to be implemented.	Agree. The recommendation is in the process of being implemented. Registrar Recorder/County Clerk (RRCC) has implemented a staffing system where Vote Center staffing levels are ramped up the last few days of the voting period and for Election Day when the highest levels of turnout have been observed. Staffing levels are reassessed by RRCC after every election to make future elections more efficient.
1.3 Consolidate some poll worker positions to reduce staffing early in the election cycle.	Partially agree. This recommendation is in the process of being implemented. Election Worker positions are cross-trained on a variety of tasks performed at a Vote Center and are given opportunities to learn various tasks during the early voting period in preparation for the last few days of voting and Election Day. RRCC's Safe Election Plan has been updated as COVID-19 has become endemic and Election Worker responsibilities will be updated accordingly.
1.4 Schedule in-person training closer in time to elections.	Disagree. This recommendation will not be implemented. RRCC trains over 12,000 Election Workers for a countywide election.

1. E. Allow poll workers to report in person	Given the scale required for a countywide election, RRCC must begin training election workers up to two months before an election. Nearly 1,000 training sessions take place over approximately 10 weeks.
1.5 Allow poll workers to repeat in-person training or provide a recorded session to Vote Center workers.	Partially agree. This recommendation has been implemented. RRCC conducts virtual and online training as a supplement to in-person training and there is no restriction on the number of times an Election Worker can attend online or virtual training. RRCC trains more than 12,000 Election Workers for a countywide election and allowing Election Workers to attend more than once would require a capacity larger than the Department has. This recommendation would require a longer election worker training schedule and could increase costs to provide more trainers and classes.
1.6 Split the eight-hour, in-person training for LA County poll workers into two four-hour sessions.	Disagree. This recommendation will not be implemented. RRCC trains over 12,000 Election Workers for a countywide election. This recommendation would double the number of days required to train an Election Worker. There is also a logistical impact on the scheduling of Election Workers and tracking of completion. Additionally, the frequency of no-shows and the amount of training that needs to be rescheduled could also increase.
1.7 Continue marketing efforts with other jurisdictions for Voting Solutions for all People (VSAP) software to offset development costs.	Partially agree. This recommendation is in the process of being implemented. RRCC's intent is not to market its voting system to other jurisdictions and function as an elections system vendor. The intent of VSAP is to share the technology and allow other jurisdictions to leverage the technology and information we have developed. The VSAP Open Source Workgroup was established to aid in the creation of an open source plan and the establishment of a governance model. The workgroup created a high-level plan to define the required steps to establish a governance team, determine licensing models, define infrastructure and policies, and determine the ongoing lifecycle and management of VSAP Open Source. This plan is a recommended approach based on research and input from

1.8 Produce a published report of the 2022 Gubernatorial Election and previous elections using the Vote Center paradigm focusing on possible improvements in staffing; staff training; Vote Center locations; Vote Center equipment; and election processes and procedures for the BOS.	 industry experts. All final recommendations and approaches should be governed and authorized by the Secretary of State or relevant regulatory authority before moving forward with implementation. Disagree. This recommendation will not be implemented. RRCC is committed to a continuous improvement process. Following each election, a debrief/critique is conducted to identify areas for improvement. Surveys are also used to measure different performance metrics such as voter experience and election worker experience. RRCC is committed to continuing to gather data to improve voting experience and make processes more
	effective and efficient.
Chief Executive Office for the Board of Superviso	prs – Have We M.E.T.?
Recommendations	Responses
1.1 DPH/DHS/DMH/BOS should prioritize recruitment of additional mental health clinicians. Among other possibilities additional benefits, financial incentives, tuition reimbursements or student loan buy-outs, and flexible schedules should all be explored.	Agree. This recommendation is in the process of being implemented. The departments continue to prioritize recruitment of clinicians and explore various recruitment incentives.
1.2 (a) DMH/BOS should permit Mental Health Evaluation teams to use outside clinicians procured under contract from private companies, if DMH cannot provide sufficient personnel. Agencies should be reimbursed in whole or in part for such hires.	Agree. This recommendation has been implemented. Recommendations for additional resources will be made within the context of the overall budget, numerous funding priorities, and requests.
1.2 (b) DMH/BOS should allow agencies to hire specially trained employees (non-certified, but equally qualified), in place of DMH employed mental health professionals, if DMH cannot provide sufficient personnel. Agencies should be reimbursed in whole or in part for such hires.	Agree. This recommendation has been implemented. Recommendations for additional resources will be made within the context of the overall budget, numerous funding priorities, and requests.

1.3 BOS/Los Angeles Sheriff's Department (LASD)/Los Angeles County Fire Department (LACoFD)/Los Angeles Police Department (LAPD) and the Los Angeles City Council (LACC) should authorize an update or replacement of the current Computer-Aided Dispatch (CAD) system to integrate it with systems in use by other agencies.	Agree. This recommendation requires further analysis. The BOS defers to the LASD's response for details of the analysis and evaluation of resource needs. Recommendation for additional resources will be made within the context of the overall budget, numerous funding priorities, and requests.
1.4 (a) BOS/DMH/DPH/DHS should improve patient navigation services for recipients of emergency mental health services or allow agencies to provide their own patient navigation personnel to enable them to provide expanded services.	Agree. This recommendation has been implemented. The departments have undertaken a variety of initiatives to facilitate patient navigation.
1.4 (b) LACoFD should be authorized to provide their own patient navigation personnel.The agency should be reimbursed by the County in whole or in part for such hires.	Partially Disagree. This recommendation requires further analysis. The BOS defers to LACoFD's response for details on the analysis and evaluation of resource needs. Recommendation for additional resources will be made within the context of the overall budget, numerous funding priorities, and requests.
1.6 BOS/DMH/DHS/DPH should authorize the development and staffing of additional Psychiatric Urgent Care Centers and Sobering Centers in key locations to help provide sufficient placements of mental health patients.	Agree. This recommendation has been implemented. Recommendations for additional resources will be made within the context of the overall budget, numerous funding priorities, and requests.
1.7 DMH/DPH/DHS, and the BOS should substantially increase the number of rescue transport vehicles in service to promote additional opportunities for persons in need.	Agree. This recommendation has been implemented. Recommendations for additional resources will be made within the context of the overall budget, numerous funding priorities, and requests.
1.8 (a) Given the need for the construction of additional mental health campuses and permanent supportive care for mentally ill patients, the BOS and LACC should endeavor to fully support and participate in the	Agree. This recommendation has been implemented. Recommendations for additional resources will be made within the context of the overall budget, numerous funding priorities, and requests.

Governor's efforts to provide construction	
funding and programs.	
1.8 (b) In order to provide additional	Agree. This recommendation has been implemented.
long-term mental health campuses, residential	Recommendations for additional resources will be made within
settings, and permanent supportive housing,	the context of the overall budget, numerous funding priorities,
the BOS and LACC should prioritize acquiring,	and requests.
renovating, and opening mental health	
facilities.	
1.9 In order to provide the Mental Health	Agree. This recommendation requires further analysis. The BOS
Evaluation "H (Henry) 918" Division more	defers to the LASD's response for details of the analysis and
autonomy and greater scope of service, the	evaluation of resource needs. Recommendation for additional
LASD should authorize creation of an	resources will be made within the context of the overall budget,
independent Mental Health Evaluation Bureau.	numerous funding priorities, and requests.
This will give the MET team the ability to	
expand its operations and to explore various	
pilot programs.	
Chief Executive Office for the Board of Supervisors – Housing Vouchers for Low Income and Homeless Angelenos	
Recommendations	Responses
1.20 HACLA's and LACDA's HCV and EHV	Disagree. This recommendation will not be implemented.
programs should be administered by one	
agency by agreement among the Board of	Los Angeles County Development Authority (LACDA) enjoys a
Supervisors, the Los Angeles City Council and	close working relationship with the City of Los Angeles as well as
Mayor, HACLA, and LACDA. This will eliminate	the 17 other public housing agencies operating within the
unnecessary duplication of effort and expense,	County. The LACDA has taken a regional approach to align its
enable Los Angeles residents to use an agency	policies and in the implementation of its programs. To that end,
with a demonstrated excellent track record and	the LACDA works very closely with these agencies; especially
promote efficiency. This recommendation	with HACLA to address utilization, interagency Memorandum of
relates to Findings 20, 21 and 22, and each of	Understanding agreements to streamline lease-up and reduce
them.	barriers to access, and the creation of a universal housing
	application. In fact, both the LACDA and HACLA often attend
	landlord recruitment and education events together to
	demonstrate their collaborative relationship.
Chief Executive Office for the Board of Supervisors – The Inmate Reception Center	
Recommendations	Responses

6.1 The entire Automated Justice Information System (AJIS) system must be replaced with a modern information system that utilizes data integration techniques. This will provide SECURE, fast, accurate, and complete information for the staff and managers, and provide fair and timely treatment for the inmates. Until the information system is modernized, the Inmate Reception Center (IRC) will not be able to improve its performance significantly. All other improvements are dependent on putting in place a system that can interact with the similar systems of other relevant agencies, especially the Court.	Agree. This recommendation will be implemented per the Chief Information Office's (CIO) response. The BOS defers to the CIO's response for implementation details.
6.2 The County should develop an information system capable of receiving data and communications from the Court. It is imperative that these two systems communicate because a real time, interactive system will significantly decrease the time that inmates are held at the IRC.	Agree. This recommendation will be implemented per the CIO's response. The BOS defers to the CIO's response for implementation details.
6.3 Whether a new system is built in-house or contracted out, staff must be included in every step of the design, development, testing, and implementation. If staff needs are shortchanged, the project will suffer ongoing deficiencies, and the IRC will not see maximum improvement.	Agree. This recommendation will be implemented per the CIO's response. The BOS defers to the CIO's response for implementation details.
Chief Executive Office for the Board of Supervise	ors – Juvenile Justice CYA
Recommendations	Responses
1.1 The Probation Department, in conjunction with the Department of Juvenile Justice and	Agree. The recommendation has been implemented. The BOS defers to the Probation Department's response for further
the BOS, shall develop a system for managing	information on the implementation.

juvenile offenders which recognizes and facilitates the care and rehabilitation of juvenile offenders.	
1.2 (a) The leaking steam-vent issue at Central Juvenile Hall must be addressed immediately, as it constitutes a serious hazard to the incarcerated juveniles.	Agree. The recommendation will be implemented during FY 2023-24. The BOS defers to the Probation Department's response for further information on the implementation.
1.2 (b) The County must immediately begin substantial physical renovation of both the Central and Nidorf juvenile facilities to make those facilities acceptably habitable for youthful offenders.	Agree. The recommendation has been implemented. The BOS defers to the Probation Department's response for further information on the implementation.
1.2 (c) The County must find some alternative facility in which to house juvenile offenders until such renovations can be achieved.	Agree. The recommendation has been implemented. The BOS defers to the Probation Department's response for further information on the implementation.
1.3 Allotment of funds must be a top priority. An immediate large-scale financial investment in the juvenile justice system is required to provide adequate facilities and services for the juveniles detained	Agree. This recommendation has been implemented with existing resources. The BOS defers to the Probation Department's response for further information.
1.4 The Probation department must institute or upgrade programs that encourage incarcerated juveniles to become aware, and to understand, that there are consequences for inappropriate behavior, whether in or out of detention facilities.	Agree. The recommendation has been implemented. The BOS defers to the Probation Department's response for further information on the implementation.
1.5 Probation officers and custody officers assigned to juvenile facilities must be provided with safety or protective gear to ensure their personal safety. The gear must be inventoried and restocked as appropriate.	Agree. The recommendation requires further analysis to determine appropriate personal safety gear options best suited for detention personnel. The BOS defers to the Probation Department's response for further information.

1.6. A new set of rules must be developed by the Probation Department that will provide consequences and accountability for juvenile offenders when they misbehave or act out, and that can be enforced without violating the rights of the juveniles.	Agree. The recommendation has been implemented. The BOS defers to the Probation Department's response for further information on the implementation.
1.7 (a) The County must provide opportunities for juvenile offenders to be rehabilitated and educated while detained. These programs must include mandatory educational programs (up to high school graduation or GED level) and career training options.	Agree. The recommendation has been implemented. The BOS defers to the Probation Department's response for further information on the implementation.
1.7 (b) Advanced educational programs, career training, enrichment programs (such as art and music), and physical activities should be provided and encouraged.	Agree. The recommendation has been implemented. The BOS defers to the Probation Department's response for further information on the implementation.
1.8 Twenty-four hour on-site counseling and mental health care, and on-going family reunification services, must be made available to juveniles detained at all juvenile halls and camps.	Partially agree. The recommendation will not be implemented as mental health care is not provided 24/7 onsite.
1.9 (a) Probation officers and staff members must be educated to treat even violence-prone juvenile offenders with respect and tolerance without putting anyone at risk of harm.	Agree. The recommendation has been implemented. The BOS defers to the Probation Department's response for further information on the implementation.
1.9 (b) Violence-prone juvenile offenders must be educated/counseled to understand that accountability will be imposed and that there will be consequences for bad actions while detained.	Agree. The recommendation has been implemented. The BOS defers to the Probation Department's response for further information on the implementation.
1.10 (a) Probation and custody officer staffing problems at juvenile facilities must be addressed and appropriate hiring	Agree. The recommendation has been implemented. The BOS defers to the Probation Department's response for further information on the implementation.

implemented, along with increased training programs for new hires. This is a major issue.1.10 (b) Probation and custody officers must be trained to recognize emerging problems and to take appropriate actions to defuse potentially violent situations.Agree. The recommendation has been implemented. The BO defers to the Probation Department's response for further information on the implementation.1.10 (c) Counseling, mental health services, and wellness programs should be instituted for probation officers and staff members who are not coming in to work because of injuries,Agree. The recommendation has been implemented. The BO defers to the Probation Department's response for further information on the implementation.
 1.10 (b) Probation and custody officers must be trained to recognize emerging problems and to take appropriate actions to defuse potentially violent situations. 1.10 (c) Counseling, mental health services, and wellness programs should be instituted for probation officers and staff members who are Agree. The recommendation has been implemented. The BO defers to the Probation Department's response for further information on the implementation. Agree. The recommendation has been implemented. The BO defers to the Probation Department's response for further information on the implementation.
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probation officers and staff members who are information on the implementation.
not coming in to work because of injuries,
stress and other management issues.
1.11 Probation and custody officers must be Agree. The recommendation is being implemented. The BOS
given additional and ongoing training to enable defers to the Probation Department's response for further
them to handle juveniles who act up or act out information on the implementation.
with physical violence.
Chief Executive Office for the Board of Supervisors – Lack of Housing
Recommendations Responses
1.1 Going forward, the city and county should Partially agree. This recommendation will not be implemented
ensure subsidy funding for EHV vouchers. as jurisdiction for this recommendation falls outside of the
County. The County agrees with the need to ensure subsidy
funding for EHV vouchers; however, since the EHV is a federa
funded program, the County is unable to ensure subsidy fundi
for EHV vouchers. It should be noted that funding for the EHV
won't end in the fall of 2023, but rather new participants cann
be added beyond the fall of 2023. Additionally, as part of the
County's advocacy efforts, the LACDA as well as the County of
Los Angeles Board of Supervisors meet with members of the
County's Congressional delegation on an annual basis to
advocate for continued and increased funding for programs
addressing housing and homelessness, such as the EHV
program. It is our hope that the Federal government will fold
the EHV program into the Housing Choice Voucher (HCV)
program prior to the sunset of the EHV program.

1.5 The City and County should find other ways of funding PSH.	Agree. This recommendation has been implemented. While Permanent Supportive Housing (PSH) usually requires the leveraging of funds from several different sources, the City and County have identified new ways of funding PSH. Both the City and County provide subsidies for capital, rent, and supportive services for PSH utilizing various sources of funding. For example, the City recently found another way to fund PSH by passing Measure ULA, which is estimated to generate over \$600M annually to fund subsidized housing development, housing acquisition and rehabilitation, rent assistance, and other housing- and homelessness-related purposes in the City of LA. In addition, the LACDA has recently issued Notices of Funding Availability for capital subsidy using one-time ARP funds, in addition to the County's annual allocation of Affordable Housing Program Budget Funds and the State's No Place Like Home funds. Further, the County has pursued funding for permanent supportive housing development through the State's Homekey Program, which has awarded the County funds to develop more than 900 units, with additional proposals under consideration at this time. This funding, in combination with County funds, has enabled development of PSH with just two funding sources in most cases. Additionally, the Los Angeles County Affordable Housing Solutions Agency was recently formed to provide an additional facet of regional focus on creating more affordable
	housing, including PSH, throughout all of Los Angeles County.
1.6 The City and County must streamline the land acquisition process by removing unnecessary restrictions.	Agree. This recommendation has been implemented. In recent years, the County has passed numerous housing ordinances— Accessory Dwelling Unit (ADU) Ordinance, Density Bonus Ordinance, By Right Housing Ordinance, Housing Preservation Ordinance, Interim and Supportive Housing Ordinance—to remove barriers to housing. The Housing Element, adopted by the BOS, includes proposed and ongoing programs that reduce regulatory barriers and provide incentives for private development. In recent years, the County has made significant

	progress in improving its development review process and procedures, as well as modifying development standards to facilitate residential development. There remain additional opportunities to remove barriers from the Zoning Code to accommodate the changing housing needs for unincorporated Los Angeles County. Another barrier is the entitlement process itself, which the County has helped to streamline through ordinance amendments, organizational change, technology, and increased efficiencies in case processing.
1.9 The City and County should appoint someone whose responsibility is to sue violating landlords, possibly contracting with private attorneys.	 Partially agree. This recommendation requires further analysis. On June 18, 2019, the BOS amended the County Code, Title 8 – Consumer Protection, Business and Wage Regulations Amendment Ordinance for adoption by repealing Chapter 8.58 entitled, "Mobilehome Park Tenant Protections," and adding Chapter 8.58 entitled, "Source of Income Protection," which prohibits discrimination based on an individual's source of income with respect to residential rental properties in the unincorporated territory of the County, except those properties that are defined as exempt. The County currently funds the Housing Rights Center (HRC) to provide information and assistance to renters on matters concerning renters' rights, including source of income discrimination. HRC will also follow up directly with violating property owners, by phone or through written correspondence in an attempt to gain compliance, similar to the other jurisdictions cited in the report. Also, County Code Sections 8.52.130.B(6) provide Anti-Harassment protections to tenants if a landlord violates any law which prohibits discrimination based on source of income. In addition, Section 8.52.170 allows tenant, or any person or entity acting on behalf of the tenant, including the County, to bring a

	 civil action and/or proceeding for violation of Chapter 8.52, for civil penalties, injunctive, declaratory and other equitable relief, restitution and reasonable attorneys' fees and costs. There are similar provisions in Chapter 8.57. Most recently, on July 11, 2023, the BOS asked County Counsel, in collaboration with the Department of Consumer and Business Affairs (DCBA), to report back within 10 months with a Right to Counsel ordinance for adoption to provide legal representation to eligible tenants. This ordinance would provide eligible tenants legal representation for any private civil lawsuits.
	(https://file.lacounty.gov/SDSInter/bos/supdocs/182295.pdf)
1.11 The County should build the prescribed Housing Element Allotment units.	Disagree. This recommendation will not be implemented. The Regional Housing Needs Allocation (RHNA) as determined by SCAG for unincorporated Los Angeles County for the 2021-2029 Housing Element is 90,052, of which 39,339 must be for low- and very low-income households. Under State housing element law, the Housing Element and its attendant RHNA does not require or assign responsibility to any jurisdiction for the delivery or construction of units; rather, the RHNA for unincorporated County is the number of housing units that the County is required to plan for through its zoning authority. As such, the County is not responsible for the construction of any housing units.
1.12 (b) The County should use these new laws to encourage development and conversion of underutilized and vacant commercial buildings into housing.	Agree. This recommendation will be implemented. Both bills allow for residential development in mixed use and commercial areas, which is consistent with existing General Plan and zoning regulations in commercial and mixed-use zones in unincorporated Los Angeles County. In addition, the County is working on an adaptive reuse ordinance to identify additional incentives to encourage and streamline the adaptive reuse of underutilized and vacant commercial buildings into housing. Additionally, the LACDA's Notice of Funding Availability does not prohibit the development of affordable housing using alternative development methodologies as long as they meet the NOFA

	guidelines. As such, the conversion of underutilized and vacant commercial buildings would be well-received as other methodologies such as manufactured housing and motel conversions have already been eligible for our funding. Affordable housing developers are most knowledgeable and proactive in identifying emerging opportunities in acquisition, construction, and financing that are the most effective in addressing the development of affordable housing.
1.19 No Recommendation.	No Response
1.20 There should be more voucher subsidies available to allow new permanent housing to be accessed by low income applicants.	Agree. This recommendation will not be implemented as jurisdiction for this recommendation falls to the federal government. Voucher subsidies that support new permanent housing are federally funded, as allotted by HUD to public housing agencies. The City and County of Los Angeles each receive a separate allocation. As part of the County's advocacy efforts, the LACDA as well as the BOS meet with members of the County's Congressional delegation on an annual basis, to advocate for continued and increased funding for programs addressing housing and homelessness, such as voucher subsidies.
1.21 The City and County should enforce the anti-discrimination laws against landlords.	Partially agree. This recommendation requires further analysis. On June 18, 2019, the BOS amended the County Code, Title 8 - Consumer Protection, Business and Wage Regulations Amendment Ordinance for adoption amending County Code, Title 8 - Consumer Protection, Business and Wage Regulations by repealing Chapter 8.58 entitled, "Mobilehome Park Tenant Protections," and adding Chapter 8.58 entitled, "Source of Income Protection," which prohibits discrimination based on an individual's source of income with respect to residential rental properties in the unincorporated territory of the County, except those properties that are defined as exempt.

	The County currently funds the Housing Rights Center (HRC) to provide information and assistance to renters on matters concerning renters' rights, including source of income discrimination. HRC will also follow up directly with violating property owners, by phone or through written correspondence in an attempt to gain compliance, similar to the other jurisdictions cited in the report. Also, County Code Sections 8.52.130.B(6) provide Anti- Harassment protections to tenants if a landlord violates any law which prohibits discrimination based on source of income. In addition, Section 8.52.170 allows tenant, or any person or entity acting on behalf of the tenant, including the County, to bring a civil action and/or proceeding for violation of Chapter 8.52, for civil penalties, injunctive, declaratory and other equitable relief, restitution and reasonable attorneys' fees and costs. There are similar provisions in Chapter 8.57.
	Most recently, on July 11, 2023, the BOS asked County Counsel, in collaboration with DCBA, to report back within 10 months with a Right to Counsel ordinance for adoption to provide legal representation to eligible tenants. This ordinance would provide eligible tenants legal representation for any private civil lawsuits. (https://file.lacounty.gov/SDSInter/bos/supdocs/182295.pdf)
	ors – Los Angeles County Fire Department Workers' Compensation
Recommendations1.1 (a) CEO should carefully consider its renewal options with Sedgwick as the sole-source contracted Third Party Administrator (TPA) for workers compensation (WC) claims administration by soliciting multiple TPAs and awarding at least two independent contracts.	Responses (a) Agree. This recommendation has been implemented. The BOS defers to the CEO's response for further information on the implementation.

1.1 (b) LACoFD should be invited to participate in the development of the renewal of the TPA Unit C contract.	(b) Disagree. This recommendation will not be implemented. The BOS defers to the LACoFD and CEO's response for further information.
1.2 (a) LACoFD, working with the CEO and Department of Human Resources (DHR), should amend the existing TPA Unit C contract with Sedgwick to include detailed ASIs on preferred methods of claims management for the remainder of the existing contract. Future contracts with any TPA must include these Account Service Instructions (ASIs).	Disagree. This recommendation will not be implemented. The BOS defers to the LACoFD and CEO's responses for further information.
1.2 (b) ASIs amendments should direct Sedgwick adjusters to provide "point of entry" authorization for all firefighter WC claims for the remainder of the existing contract. Future contracts with any TPA must include these ASIs.	Disagree. This recommendation will not be implemented. The BOS defers to the LACoFD and CEO's responses for further information.
1.2 (c) The ASI amendments should include penalties for delays in claims caused by Sedgwick's claims handling that result in LACoFD having to use overtime staffing for the remainder of the existing contract. Future contracts with any TPA must include these ASIs.	Disagree. This recommendation will not be implemented. The BOS defers to the LACoFD and CEO's responses for further information on the implementation.
1.2 (d) LACoFD should consider arranging "ride-alongs" to help claims adjusters better understand the nature of firefighters work by observing their activities.	Disagree. This recommendation will not be implemented. The BOS defers to the LACoFD's response for further information on the implementation.
1.3 The ASI amendments should authorize TPA adjusters to pay up to 25 percent more than the Office Medical Fee Schedule (OMFS) standard fees for doctors to treat firefighter patients in order to expedite treatment and	Disagree. This recommendation will not be implemented. The BOS defers to the LACoFD and CEO's responses for further information on the implementation.

Partially agree. This recommendation will be implemented.
The CEO will implement this recommendation and provide
clarification. The workers' compensation medical provider network
(MPN) is administered by CorVel Corporation (CorVel) under contract with the County. Currently, Local 1014, Fire
Management, and CEO staff are discussing the expansion of the
prior authorization program. New facilities will be vetted by
participating parties (including CorVel), and after consensus is
reached, included in the prior authorization program. DHR is not
involved with this process.
Disagree. This recommendation will not be implemented. The BOS defers to the LACoFD and CEO's responses for further
information on the implementation.
Partially disagree. This recommendation requires further analysis.
The analysis of all settlements needs to be conducted on a case-
by-case basis and subject to review and approval of all parties.
The BOS defers to the LACoFD and the CEO's responses for further information on the implementation. The BOS defers to the
LACoFD and CEO's responses for further information on the
implementation.
Agree. This recommendation has been implemented. The BOS
defers to the LACoFD's response for further information on the
implementation.
Agree. This recommendation will be implemented. The BOS
defers to the LACoFD and the CEO's responses for further
information on the implementation.

1.7 (b) DHR should assist LACoFD by	Agree. This recommendation will be implemented. The BOS
developing a comprehensive Disability	defers to the LACoFD and the CEO's responses for further
Compliance Record module as part of VCE.	information on the implementation.
1.8 LACoFD should continue to develop	Agree. This recommendation has been implemented. The BOS
creative RTW strategies, such as remote work	defers to the LACoFD's response for further information on the
by computer, work from home, and community	implementation.
service work.	
1.9 LACoFD should continue to emphasize	Agree. This recommendation will be implemented. The BOS
firefighter training and physical and mental	defers to the LACoFD's response for further information on the
fitness programs to control the frequency and	implementation.
severity of injuries/illnesses.	
1.10 LACoFD should continue to reach out to	Agree. This recommendation has been implemented. The BOS
firefighters on	defers to the LACoFD's response for further information on the
disability through frequent personal contact by	implementation.
peers and	
supervisors as part of its employee wellness	
programs.	
Chief Executive Office for the Board of Supervise	ors – Sheriff's Operations
Chief Executive Office for the Board of Supervise Recommendations	Responses
Chief Executive Office for the Board of Supervise Recommendations 1.1 (a) If Law Enforcement Gang (LEG)	Responses(a) Agree. This recommendation has been implemented per the
Chief Executive Office for the Board of Supervise Recommendations 1.1 (a) If Law Enforcement Gang (LEG) membership is disclosed, the staff admission	Responses
Chief Executive Office for the Board of Supervise Recommendations 1.1 (a) If Law Enforcement Gang (LEG) membership is disclosed, the staff admission should be noted in employee personnel file and	Responses(a) Agree. This recommendation has been implemented per the
Chief Executive Office for the Board of Supervise Recommendations 1.1 (a) If Law Enforcement Gang (LEG) membership is disclosed, the staff admission should be noted in employee personnel file and submitted to an intra-office database tracking	Responses(a) Agree. This recommendation has been implemented per the
Chief Executive Office for the Board of Supervise Recommendations 1.1 (a) If Law Enforcement Gang (LEG) membership is disclosed, the staff admission should be noted in employee personnel file and	Responses(a) Agree. This recommendation has been implemented per the
Chief Executive Office for the Board of Supervise Recommendations 1.1 (a) If Law Enforcement Gang (LEG) membership is disclosed, the staff admission should be noted in employee personnel file and submitted to an intra-office database tracking LEG membership, rehabilitation and recidivism.	Responses (a) Agree. This recommendation has been implemented per the LASD'S response.
 Chief Executive Office for the Board of Supervise Recommendations 1.1 (a) If Law Enforcement Gang (LEG) membership is disclosed, the staff admission should be noted in employee personnel file and submitted to an intra-office database tracking LEG membership, rehabilitation and recidivism. 1.1 (b) If willingly disclosed, leadership 	Responses (a) Agree. This recommendation has been implemented per the LASD'S response. (b) Agree. This recommendation has been implemented per the
 Chief Executive Office for the Board of Supervise Recommendations 1.1 (a) If Law Enforcement Gang (LEG) membership is disclosed, the staff admission should be noted in employee personnel file and submitted to an intra-office database tracking LEG membership, rehabilitation and recidivism. 1.1 (b) If willingly disclosed, leadership personnel should flag employee for counseling 	Responses (a) Agree. This recommendation has been implemented per the LASD'S response.
 Chief Executive Office for the Board of Supervise Recommendations 1.1 (a) If Law Enforcement Gang (LEG) membership is disclosed, the staff admission should be noted in employee personnel file and submitted to an intra-office database tracking LEG membership, rehabilitation and recidivism. 1.1 (b) If willingly disclosed, leadership 	Responses (a) Agree. This recommendation has been implemented per the LASD'S response. (b) Agree. This recommendation has been implemented per the
 Chief Executive Office for the Board of Supervise Recommendations 1.1 (a) If Law Enforcement Gang (LEG) membership is disclosed, the staff admission should be noted in employee personnel file and submitted to an intra-office database tracking LEG membership, rehabilitation and recidivism. 1.1 (b) If willingly disclosed, leadership personnel should flag employee for counseling and constructive monitoring. 	Responses (a) Agree. This recommendation has been implemented per the LASD'S response. (b) Agree. This recommendation has been implemented per the LASD'S response.
 Chief Executive Office for the Board of Supervise Recommendations 1.1 (a) If Law Enforcement Gang (LEG) membership is disclosed, the staff admission should be noted in employee personnel file and submitted to an intra-office database tracking LEG membership, rehabilitation and recidivism. 1.1 (b) If willingly disclosed, leadership personnel should flag employee for counseling and constructive monitoring. 1.1 (c) If uncovered involuntarily, staff 	Responses (a) Agree. This recommendation has been implemented per the LASD'S response. (b) Agree. This recommendation has been implemented per the LASD'S response. 1.1 (c) Agree. This recommendation has been implemented per
 Chief Executive Office for the Board of Supervise Recommendations 1.1 (a) If Law Enforcement Gang (LEG) membership is disclosed, the staff admission should be noted in employee personnel file and submitted to an intra-office database tracking LEG membership, rehabilitation and recidivism. 1.1 (b) If willingly disclosed, leadership personnel should flag employee for counseling and constructive monitoring. 1.1 (c) If uncovered involuntarily, staff belonging to an LEG must begin an immediate 	Responses (a) Agree. This recommendation has been implemented per the LASD'S response. (b) Agree. This recommendation has been implemented per the LASD'S response.
 Chief Executive Office for the Board of Supervise Recommendations 1.1 (a) If Law Enforcement Gang (LEG) membership is disclosed, the staff admission should be noted in employee personnel file and submitted to an intra-office database tracking LEG membership, rehabilitation and recidivism. 1.1 (b) If willingly disclosed, leadership personnel should flag employee for counseling and constructive monitoring. 1.1 (c) If uncovered involuntarily, staff belonging to an LEG must begin an immediate review process to determine membership and 	Responses (a) Agree. This recommendation has been implemented per the LASD'S response. (b) Agree. This recommendation has been implemented per the LASD'S response. 1.1 (c) Agree. This recommendation has been implemented per
 Chief Executive Office for the Board of Supervise Recommendations 1.1 (a) If Law Enforcement Gang (LEG) membership is disclosed, the staff admission should be noted in employee personnel file and submitted to an intra-office database tracking LEG membership, rehabilitation and recidivism. 1.1 (b) If willingly disclosed, leadership personnel should flag employee for counseling and constructive monitoring. 1.1 (c) If uncovered involuntarily, staff belonging to an LEG must begin an immediate 	Responses (a) Agree. This recommendation has been implemented per the LASD'S response. (b) Agree. This recommendation has been implemented per the LASD'S response. 1.1 (c) Agree. This recommendation has been implemented per

1.1 (d) If leadership is made known of a staff member's involvement in an LEG and action is ignored, punishment delayed or aid provided to conceal illegal gang status, they should be immediately removed from ranked duties pending review.	1.1 (d) Agree. This recommendation has been implemented per the LASD'S response.
1.2. All identified LEG logos and emblems, including the "Fort Apache" logo at the East LA Station, must be removed from all LASD stations and property.	Agree. This recommendation has been implemented per the LASD'S response. The BOS defers to LASD's response for implementation details.
1.3. LASD personnel must hold themselves to a strict nonpartisan personae while in uniform and comply strictly with official policies and procedures.	Agree. This recommendation has been implemented per the LASD's response. The BOS defers to LASD's response.
1.4. LASD and oversight monitors should publicize the existence of the Special Counsel by adding contact information somewhere on their public websites.	Disagree. This recommendation falls outside the jurisdiction of LASD and will not be implemented per LASD's response. The BOS defers to LASD's response for additional details.
1.5. (a) The Constitutional Policing Advisors (CPA) should participate in teambuilding exercises with Station Sergeants to get them familiar with the role of the unit and understand the importance of disseminating, implementing and upholding the CPA's recommendations.	Agree. This recommendation will be implemented per the LASD'S response.
1.6 CPAs should publish written progress reports published to a dedicated tab located on lasd.org/transparency.	Agree. This recommendation will be implemented per the LASD'S response
1.7. Add a link on the lasd.org TRANSPARECY page listing ongoing consent decrees, restraining orders and lawsuits involving oversight monitors.	Agree. This recommendation has been implemented per the LASD'S response. The BOS defers to LASD's response for implementation details.

1.8. Require a brief, written discussion of	Partially agree. This recommendation requires further analysis
events leading up to the shooting incident and	by the LASD. The BOS defers to the LASD's response for details
any findings or results in order to give videos	of the analysis.
context.	Agree. This recommendation will be implemented per the
1.9. All weapon discharge cases should be submitted to the District Attorney's (DA's)	Agree. This recommendation will be implemented per the LASD'S response.
Office for outside review.	LASD S response.
1.10. (a) The Incoming Sheriff's Information	(a) Agree. This recommendation will be implemented per the
Bureau (SIB) director should establish new	LASD'S response. The BOS defers to LASD's response for
Information policies and procedures to reflect	implementation details.
modern marketing and information sharing	
trends.	
1.10. (b) Collaborate with the Community	(b) Agree. This recommendation will be implemented per the
Oriented Policing Services (COPS) Bureau to	LASD'S response. The BOS defers to LASD's response for
ensure updated policies and procedures are	implementation details.
focused on best practices on how the public	
should best receive Department	
communications.	
1.11. Implement Community Advisory	Agree. This recommendation will be implemented per the
Committees (CAC) Department-wide.	LASD's response. The BOS defers to LASD's response for
	implementation details.
1.12. Law Enforcement (LE) Bystander	Agree. This recommendation will be implemented per the
Training programs like the Department of	LASD's response. The BOS defers to LASD's response for
Justice's (DOJ) Active Bystandership in Law	implementation details.
Enforcement Project (ABLE) should be	
incorporated into standing LASD Training.	
1.13. The DA's Office must develop a quick	Disagree. This recommendation is outside the jurisdiction of
evaluation to determine if a case needs	LASD and will not be implemented per the DA's and LASD's
immediate action or if could be kicked back to	response. The BOS defers to the DA's and LASD's response for
the LASD for an internal investigation.	further details.
	ors – Storm Water Capture and Wastewater Reuse
Recommendations	Responses

1.5 Board of Supervisors should provide	Agree. This recommendation continues to be implemented.
funding for sediment removal behind dams,	
enlargement of spreading basins, and purchase	The County of Los Angeles Department of Public Works (DPW)
of property for additional spreading basins.	has and intends to continue to make recommendations to the
	BOS to approve sediment removal projects from dams and
	spreading basins and projects to create new or enhance/expand
	existing spreading basins. The Los Angeles County Flood Control
	District has numerous ongoing and planned reservoir restoration
	projects to remove accumulated sediment and/or to
	maintain/enhance storage capacity at its dams.
1.11 Board of Supervisors should provide funding for the design and construction of a	Disagree. This recommendation will not be implemented.
backbone purple water system.	The BOS continues to focus on governance and policymaking,
	ensuring efficient and effective allocation of public resources,
	leveraging regional partnerships for funding opportunities, and
	addressing various community needs. As such, the BOS has led
	the collaborative effort of highlighting the need for regional
	water resilience through collaborative strategies.
	Recognizing the new climate reality and the need to be
	thoughtful stewards of future water supplies, the BOS envisioned
	and directed the development of a Countywide water plan
	focused on collaborative management of Los Angeles County's
	water resources.
	The draft County Water Plan focuses on leveraging local resource
	development like maximizing recycled water through agency-led
	projects and the Safe, Clean Water Program. To avoid
	duplication of efforts and to maximize efficiency, the BOS will
	continue to utilize the County Water Plan framework to work
	with recycled water agencies to accomplish the goals of the Plan
	through facilitation of partnerships and information-sharing
	between agencies, including the support of existing efforts
	related to planned regional recycled water programs.

1.15 LADWP should continue to remediate the San Fernando Basin to allow the reopening of wells that are currently closed.	Disagree. This recommendation will not be implemented as jurisdiction for the implementation falls outside the County of Los Angeles. The remediation of the San Fernando Basin and decisions
	regarding the reopening of wells fall under the jurisdiction of the Los Angeles Department of Water and Power.
1.16 Board of Supervisors should work with State Government to establish expedited	Agree. This recommendation continues to be implemented.
procedures for water supply and water remediation projects.	The BOS will continue to collaborate with State partners and provide a consistent regional voice on efforts to improve permitting and regulations related to water supply and water remediation projects.
Chief Executive Office for the Board of Supervise	ors – Zero Emissions and Air Quality Monitoring
Recommendations	Responses
1.6 This committee supports the option of green hydrogen, but recommends that the exposure of nitrous oxide pollution be	Agree. This recommendation will not be implemented as jurisdiction for the implementation falls outside the County.
identified and eliminated in its energy applications.	Green hydrogen is produced using renewable energy. Once the hydrogen is produced, it can be used to generate carbon-free electricity through fuel cells or combustion turbines. When hydrogen is used in fuel cells, the byproducts are heat and water vapor. However, hydrogen can also be combusted like gas to produce electricity, which creates water vapor and nitrogen oxide byproducts.
	Nitrogen oxide emissions from fired combustion equipment are regulated by the Air Quality Management Districts (AQMD), of which there are two that cover the County: Antelope Valley AQMD and South Coast AQMD. All owners and operators of equipment or facilities that may emit nitrogen oxide must meet AQMD permitting requirements and not exceed established emissions thresholds.

1.7 Nitrous oxides need to be contained during hydrogen production operations.	Agree. This recommendation will not be implemented as jurisdiction for the implementation falls outside the County.
	Green hydrogen is produced using renewable energy. Once the hydrogen is produced, it can be used to generate carbon-free electricity through fuel cells or combustion turbines. When hydrogen is used in fuel cells, the byproducts are heat and water vapor. However, hydrogen can also be combusted like gas to produce electricity, which creates water vapor and nitrogen oxide byproducts.
	Nitrogen oxide emissions from fired combustion equipment are regulated by the AQMD, of which there are two that cover the County: Antelope Valley AQMD and South Coast AQMD. All owners and operators of equipment or facilities that may emit nitrogen oxide must meet AQMD permitting requirements and not exceed established emissions thresholds.
1.8 (a) Schools, county/city public agencies/buildings, and commercial offices should be retrofitted with energy efficient systems, thereby modeling consistent ZE goals and practices.	(a) Agree. This recommendation will be implemented.
1.8 (b) Construction building codes should reflect ZE goals.	(b) The BOS issued a motion on March 15, 2022 titled, "Ensuring the Equitable Decarbonization of Buildings," directing multiple County departments including the Chief Sustainability Office (CSO) and DPW in partnership with the CEO and Department of Regional Planning to reduce local air pollution and global climate change effects from building emissions. A coordinated effort is pending to develop recommendations for an ordinance or building code changes that would phase in the decarbonization of all new residential and commercial construction and substantial renovations. The recommendations are currently scheduled to be submitted to the BOS in November 2023.

1.9 In order to comply with SB 1383,	Agree. This recommendation has been implemented.
separating food waste from regular garbage	
disposal into green collection bins and its	The BOS adopted the Zero Waste Plan on September 13, 2022,
collection needs to be closely monitored.	which outlines strategies and initiatives to reduce the amount of
	waste going to landfills and the greenhouse gas emissions
	created by landfill waste. The County has been amending
	existing waste collection contracts and developing new contracts
	to include mandatory organic waste collection service to all
	residents and businesses. The County also prepared an Organic
	Waste Disposal Reduction Ordinance adopted by the BOS in
	November 2021 to ensure the organic waste collection service is
	being utilized. The Sustainable Waste and Recycling
	Management subcommittee developed under the Infrastructure
	LA Workgroup meets quarterly to discuss issues related to solid
	waste infrastructure and SB 1383 implementation. The County
	continues to conduct outreach by using existing and developing new outreach.
1 10 Each Los Angolos Sanitation District	Disagree. This recommendation will not be implemented as
1.10 Each Los Angeles Sanitation District should publish updated reports on their	jurisdiction for the implementation falls outside the County.
community's adherence to SB 1383.	
community's adherence to 3D 1303.	The Los Angeles Sanitation District is not a county entity and
	jurisdiction falls under the Los Angeles Sanitation District.
Chief Executive Office – Aging Out Transitional A	
Recommendations	Responses
1.1 Ongoing meetings of the MDTs must be	Agree. The recommendation has been partially implemented
regularly scheduled, with mandatory	and DCFS's timeline for implementation of scheduling ongoing
participation of departments, youth, foster	regular meetings is January 2024. DCFS, DMH, and Probation
parents, and other interested parties.	have discussed the need for improved collaboration, and
	discussed various strategies which would assist with better
	support for transitional aged youth (TAY). Further discussions
	are needed to determine to what degree departments outside of
	DCFS can allocate staff to serve as a member of MDTs.
1.2(b) DCFS and Probation should ensure that	Partially disagree due to some of the jurisdiction for this
the youth obtain a driver's license or California	recommendation falls with the Social Security Administration.

 ID card, a birth certificate, social security card, medical card, and any other pertinent documents. DCFS and Probation should assist the youth to obtain public and privately funded services. DPSS should provide information to the TAY 	This recommendation has been partially implemented and will be fully implemented. DCFS and Probation already ensure TAY obtain a driver's license or California ID card, are provided with their birth certificates, a social security card, medical care and other pertinent documents. The timeframe for full implementation is estimated for 2024 and contingent upon further discussion with the Social Security Administration in
for general relief, CalWORKS, CalFresh, and MediCal. DPH should provide information to access medical services.	addressing a streamlined and consistent protocol for DCFS to request social security cards for TAY, and other County departments to connect and access services and resources.
DCFS and Probation should provide additional TAY services such as employment, housing, healthcare, and (for male TAYs age 18) registration with the Selective Service System. DCFS should provide training so the youth can open a bank account, and apply for admission to colleges.	DCFS and Probation already ensure that TAY obtain any funds available, are referred to DPSS for assistance, and referred for employment preparedness classes, housing, life skills classes, financial literacy classes which includes information on opening a bank account and assists transition age youth with completing applications for college.
	DCFS and Probation will continue to work with other county departments, such as DPSS and DPH, and continue conversations with the Social Security Administration to promote and facilitate TAY accessing relevant documents.
1.3 DCFS and Probation should provide training to foster parents or guardians of TAYs to educate them to the procedures, assistance and processes to effectively assist TAYs under their care during the transition period.	Agree. This recommendation is expected to be fully implemented by December 1, 2023. DCFS has spoken with the Foster Parent College (FPC) and Foster and Kinship Care Education (FKCE) about adding courses specific to supporting TAY, and they agreed to add it to their fall curriculum. In addition, Probation routinely provides training to resource families through the DPO of Record and the Probation's Youth Development Services' Independent Living Program (ILP) transition coordinator (TC). The TC provides information and support to Probation youth and their resource families. Resource families have access to the support services offered to the youth by the DPO of Record, a TC, and Resource DPO who supports

	foster youth directly and resource families with school related issues. The DPO of Record has the most contact with the resource families and thus provide ongoing training and coaching at each interaction. They ensure resource families are aware of the services available to them and the youth, and how to access them.
1.3 (a) DCFS or Probation should require foster parents to receive training and guidance as mandated by the MDT plans. Foster parents and court appointed educational advocates must participate in educational plans with school administration and/or community organizations.	Agree. This recommendation requires further analysis. The recommendation requires discussion with the California Department of Social Services as there is no mandate that foster parents receive specific trainings and guidance that have been determined by a MDT plan, nor that they are mandated to participate in educational plan meetings. The analysis and discussion should be completed by January 2024.
1.3 (b) DCFS or Probation should provide foster parents with pertinent case history upon placement.	Agree. The recommendation has been implemented as this is already mandated by DCFS's and Probation's policy and part of practice.
1.4 DMH should provide Cognitive Behavioral Therapy in addition to all other therapy services.	Agree. The recommendation has been implemented. DMH has clarified that its Juvenile Justice Clinical Team members have and continue to provide CBT, DBT, and other therapeutic (such as Evidence-based, Promising, and/or Community-Defined) practices which are guided by the Prevention and Early Intervention Plan of the MHSA to TAY.
1.5 Each department should contribute to an Individual Transition Plan. The Individual Transition Plan should be a collaborative effort of all the involved departments, and the implementation should begin when the TAY reaches age 16. DCFS or Probation should develop one cohesive plan which includes the desires of the youth for continuing their education/training and future goals. All agencies should ensure that TAYs and their foster parents participate in all meetings concerning the TAY's case. The departments	Agree. The recommendation has been partially implemented and requires further analysis. The recommendation for DCFS implementation with the other departments is targeted for 2024 but is contingent upon further discussion and agreement with other departments. Additionally, DCFS has agreed to create by January 2024 a specialized section of staff who will provide intensive services for youth who are transitioning from care. That section staff will be responsible for supporting TAY who are transitioning from care, including working collaboratively with representatives from other County departments.

must ensure that TAYs are given the	
opportunity to express themselves without fear	
of retribution.	
1.6 LAHSA should fully provide \$500,000 to	Partially disagree. The recommendation has been implemented
Covenant House LA for staffing and operational	but at LAHSA's standard reimbursement rate. When LAHSA was
costs so that 16 youths can move into the	approached to provide funding for the additional beds, the
additional section.	request was approved. In Fiscal Year (FY) 2022-2023, LAHSA
	contracted with Covenant House from May 15, 2023 - June 30,
	2023, for operations of the 16 beds at the standard rate of
	\$50/bed/night. The start date was mutually determined with Covenant House LA. LAHSA has contracted with Covenant
	House LA for operations of the 16 beds for the full FY 2023-
	2024, also at the standard rate of \$50/bed/night.
Chief Executive Office – Civil Grand Jury Compe	
Recommendations	Responses
1.1 The BOS should increase the CGJ per diem	Partially agree. This recommendation requires further analysis
to \$100.	and evaluation of resource needs. Recommendations for
	additional resources will be made within the context of the
	overall budget, numerous funding priorities, and requests.
1.2 The BOS should make its per diem	Disagree. Consideration for per diem increase may be evaluated
increase retroactive to January 1, 2023. There	prospectively. Please refer to response for Recommendation
is recent precedent in other pay adjustments	No. 1.1.
for unprecedented situations within the	
County. Falling interest in the CGJ could be	
considered as such.	
1.3 The BOS should provide CGJ jurors a	Disagree. The mileage rate is determined by Penal Code Section
mileage reimbursement equal to the IRS	890 which states that the Grand Jurors are paid the mileage rate
standard rate of 65.5¢.	application to county employees for each mile traveled in
	attending court.
Chief Executive Office – Juvenile Justice CYA	
Recommendations	Responses
1.1 The Probation Department, in conjunction	Agree. The recommendation has been implemented. The CEO
with the Department of Juvenile Justice and	defers to the Probation Department's response for further
the Board of Supervisors, shall develop a	information on the implementation.

· · · · · · · · · · · · · · · · · · ·	
system for managing juvenile offenders which	
recognizes and facilitates the care and	
rehabilitation of juvenile offenders.	
1.2 (a) The leaking steam-vent issue at	Agree. The recommendation will be implemented during
Central Juvenile Hall must be addressed	FY 2023-24. The CEO defers to the Probation Department's
immediately, as it constitutes a serious hazard	response for further information on the implementation.
to the incarcerated juveniles.	
1.2 (b) The County must immediately begin	Agree. The recommendation has been implemented. The CEO
substantial physical renovation of both the	defers to the Probation Department's response for further
Central and Nidorf juvenile facilities to make	information on the implementation.
those facilities acceptably habitable for	
youthful offenders.	
1.2 (c) The County must find some alternative	Agree. The recommendation has been implemented. The CEO
facility in which to house juvenile offenders	defers to the Probation Department's response for further
until such renovations can be achieved.	information on the implementation.
1.3 Allotment of funds must be a top priority.	Agree. This recommendation has been implemented with existing
An immediate large-scale financial investment	resources. The CEO defers to the Probation Department's
in the juvenile justice system is required to	response for further information.
provide adequate facilities and services for the	
juveniles detained	
	Agree. The recommendation has been implemented. The CEO
1.4 The Probation department must institute or	Agree. The recommendation has been implemented. The CEO
upgrade programs that encourage incarcerated	defers to the Probation Department's response for further
juveniles to become aware, and to understand	information on the implementation.
that there are consequences for inappropriate	
behavior, whether in or out of detention	
facilities.	
1.5 Probation officers and custody officers	Agree. The recommendation requires further analysis to
assigned to juvenile facilities must be provided	determine appropriate personal safety gear options best suited
with safety or protective gear to ensure their	for detention personnel. The CEO defers to the Probation
personal safety. The gear must be inventoried	Department's response for further information.
and restocked as appropriate.	
1.6. A new set of rules must be developed by	Agree. The recommendation has been implemented. The CEO
the Probation Department that will provide	defers to the Probation Department's response for further
consequences and accountability for juvenile	information on the implementation.

offenders when they misbehave or act out, and that can be enforced without violating the	
rights of the juveniles. 1.7 (a) The County must provide opportunities for juvenile offenders to be rehabilitated and educated while detained. These programs must include mandatory educational programs (up to high school graduation or GED level) and career training options.	(a) Agree. The recommendation has been implemented. The CEO defers to the Probation Department's response for further information on the implementation.
1.7 (b) Advanced educational programs, career training, enrichment programs (such as art and music), and physical activities should be provided and encouraged.	(b) Agree. The recommendation has been implemented. The CEO defers to the Probation Department's response for further information on the implementation.
1.8 Twenty-four hour on-site counseling and mental health care, and on-going family reunification services, must be made available to juveniles detained at all juvenile halls and camps.	Partially agree. The recommendation will not be implemented as mental health care is not provided 24/7 onsite.
1.9 (a) Probation officers and staff members must be educated to treat even violence-prone juvenile offenders with respect and tolerance without putting anyone at risk of harm.	Agree. The recommendation has been implemented. The CEO defers to the Probation Department's response for further information on the implementation.
1.9 (b) Violence-prone juvenile offenders must be educated/counseled to understand that accountability will be imposed and that there will be consequences for bad actions while detained.	Agree. The recommendation has been implemented. The CEO defers to the Probation Department's response for further information on the implementation.
1.10 (a) Probation and custody officer staffing problems at juvenile facilities must be addressed and appropriate hiring implemented, along with increased training programs for new hires. This is a major issue.	(a) Agree. The recommendation has been implemented. The CEO defers to the Probation Department's response for further information on the implementation.

1.10 (b) Probation and custody officers must be trained to recognize emerging problems and to take appropriate actions to defuse potentially violent situations.	(b) Agree. The recommendation has been implemented. The CEO defers to the Probation Department's response for further information on the implementation.
1.10 (c) Counseling, mental health services, and wellness programs should be instituted for probation officers and staff members who are not coming in to work because of injuries, stress and other management issues.	(c) Agree. The recommendation has been implemented. The CEO defers to the Probation Department's response for further information on the implementation.
1.11 Probation and custody officers must be given additional and ongoing training to enable them to handle juveniles who act up or act out with physical violence.	Agree. The recommendation has been implemented. The CEO defers to the Probation Department's response for further information on the implementation.
Chief Executive Office – Los Angeles County Fire	Department Workers' Compensation
Recommendations	Responses
1.1 (a) The CEO should carefully consider its renewal options with Sedgwick as the sole-	Agree. This recommendation has been implemented.
source contracted TPA for WC claims administration by soliciting multiple TPAs and awarding at least two independent contracts.	Since 1986, the County has always contracted with more than one TPA to provide workers' compensation claims administration services per workers' compensation claims services solicitation. On March 5, 2019, the CEO recommended the Board approve contracts with York Risk Services Group (York) and Sedgwick Claims Management, Inc. (Sedgwick). The Board approved the contracts on March 26, 2019, for the two TPAs; however, Sedgwick subsequently purchased York. The contract with Sedgwick was competitively bid and was not presented or contracted as a "sole source" contract.
	In recent years, the workers' compensation claims administration industry has experienced difficulties in recruiting competent claims staff and an escalation in salaries. Therefore, CEO will perform further analysis with respect to exercising the contract option years.

1.1 (b) LACoFD should be invited to participate in the development of the renewal of the TPA Unit C contract.	Disagree. This recommendation will not be implemented as specified below. Currently, LACoFD and CEO staff meet regularly to discuss workers' compensation claims administration. These meetings address a variety of issues that may be incorporated into future workers' compensation claims administration statement of works. Furthermore, LACoFD and CEO staff regularly work with the TPA to adjust the framework of the administration of workers' compensation claims to accommodate issues as they arise.
	Under County Code Section 5.31.050, and through delegation, the CEO is mandated to "establish, administer, and operate, as part of the Countywide safety program, a complete self-insured workers' compensation system to ensure the full provision of benefits under the law to employees whose injuries arise out of and in the course of employment." CEO Risk Management staff are highly specialized personnel with expertise in all facets of Risk Management, including workers' compensation. While input from County departments is vital and encouraged, the final decisions must be made by these industry professionals in accordance with local and State statutes.
1.2 (a) LACoFD, working with the CEO and Department of Human Resources (DHR), should amend the existing TPA Unit C contract with Sedgwick to include detailed ASIs on preferred methods of claims management for the remainder of the existing contract. Future contracts with any TPA must include these ASIs.	 (a) Disagree. This recommendation will not be implemented. The ASI model is already incorporated within the contract. Currently, workers' compensation claims administration is performed under client-specific claim handling protocols. Those protocols can be found in the Statement of Work, County of Los Angeles Select Policies and Standards, County of Los Angeles Utilization Review Guidelines, County of Los Angeles Workers' Compensation Audit Manual, and Sedgwick's Claims Administration Procedure Manual.

1.2 (b) The ASI amendments should direct Sedgwick adjusters to provide "point of entry" authorization for all firefighter WC claims for the remainder of the existing contract. Future contracts with any TPA must include these ASIs.	(b) Disagree. This recommendation will not be implemented. It is irresponsible to provide blanket approval of all workers' compensation claims. Currently, Sedgwick claims examiners authorize medical treatment using the County-developed utilization review guidelines. These guidelines were developed with input from physicians that treat County firefighters and are intentionally liberal. Overall claims administration is expected to be advocacy-based and managed as directed under Statement of Work paragraphs 1.5.1 and 1.5.2.
1.2 (c) The ASI amendments should include penalties for delays in claims caused by Sedgwick's claims handling that result in LACoFD having to use overtime staffing for the remainder of the existing contract. Future contracts with any TPA must include these ASIs.	 (c) Disagree. This recommendation will not be implemented. This recommendation does not take the LACoFD's return-to-work obligations into account and oversimplifies the complexity of physician, employee, and LACoFD role in overtime usage. Furthermore, CEO staff believe no workers' compensation third party administrator would agree to penalties or excess cost provisions related to an employer's overtime usage. The current Statement of Work requires repayment for the following: Late payment, inaccurate payments, or nonpayment of any benefit to any applicant or medical provider resulting in penalty, interest, or attorney fees. Overpayment of any benefit owed to any applicant, lien claimant, or other party in a case due to Contractor's failure to comply with the performance standard set forth in Appendix A, Scope of Work, Paragraph 1.0.

	• Excess payment of any benefit to any applicant, lien claimant, or other party in a case due to Contractor's failure to comply with the performance standard set forth in Appendix A, Scope of Work, Paragraph 1.0.
	• Fines and/or administrative penalties assessed against the County due to the Contractor's failure to comply with the performance standard set forth in Appendix A, Scope of Work, Paragraph 1.0.
	Including a reimbursement provision related to non-workers' compensation benefits would have a negative impact on the competitive bidding process and could make third party administrative services cost prohibitive. In addition, enforcement of this provision would be arbitrary.
1.3 The ASI amendments should authorize TPA adjusters to pay up to 25 percent more than	Disagree. This recommendation will not be implemented.
the Office Medical Fee Schedule (OMFS) standard fees for doctors to treat firefighter patients in order to expedite treatment and recovery for the remainder of the existing contract. Future contracts with any TPA must	Currently, firefighters have access to high quality "funnel" orthopedic facilities. These facilities have prior approval status and are willing to expedite evaluation and treatment for Los Angeles County firefighters.
include these ASIs.	Under California Labor Code Section 5307.1, the official medical fee schedule establishes a reasonable maximum fee for medical services. In addition, under County Code Section 5.31.050, the County of Los Angeles self-insured workers' compensation program is mandated to "control of workers' compensation costs consistent with provision of full benefits under the law." Increasing the payments to medical treatment providers above the statutory reasonable maximum is not consistent with good governance of scarce tax dollars. The impact could increase
	LACoFD's workers' compensation costs by \$4M-\$5M annually without any evidence that the increased compensation to

1.4 LACoFD should work with Department of	 physicians would expedite treatment or benefit the injured employee. On July 6, 2023, CEO staff verified that the City of Long Beach does not pay treating physicians "25 percent over the standard OMFS fees" (see Los Angeles County Fire Department Workers' Compensation Report 2022-2023 Los Angeles County Civil Grand Jury, pg. 12). Partially agree. This recommendation will be implemented.
Human Resources (DHR) to expand the contracted clinic network to expedite treatment for the most common firefighter injuries, particularly orthopedic injuries.	The CEO will implement this recommendation and provide clarification. The workers' compensation medical provider network (MPN) is administered by CorVel Corporation (CorVel) under contract with the County of Los Angeles. Currently, Local 1014, Fire Management, and CEO staff are discussing the expansion of the prior authorization program. New facilities will be vetted by participating parties (including CorVel), and after
1.5 LACoFD should authorize firefighters' WC claims immediately, and not contest such claims, except where fraud or demonstrable misconduct is suspected.	consensus is reached, included in the prior authorization program. DHR is not involved with this process. Disagree. This recommendation will not be implemented. This recommendation is not consistent with statute. Under California Labor Code Section 3600, an employer is liable for compensation "for any injury sustained by his or her employees arising out of and in the course of the employment." Similar language is found in County Code Section 5.31.050, which requires an investigation and compensability determination. The acceptance of an industrial injury must be based on factual, legal, or medical grounds. This recommendation would be in direct violation of these statues, incentivizes abuse, and will
1.6 (a) LACoFD should offer financially attractive buy-outs of LC 4850 benefits for firefighters who are permanently disable or	result in increased costs. Partially disagree. This recommendation requires further analysis.

forced by injuries into retirement. This would allow firefighters to retire and be replaced by permanent hires.	CEO will continue to work collaboratively with LACOFD and County Counsel on the analysis to ensure any settlement offer is reasonable and weighs available resources and competing priorities. This recommendation will be predicated on an injured firefighter's willingness to retire prior to using the full year of the LC 4850 benefit. While receiving LC 4850 benefits, the firefighter continues to accrue retirement service time and other employment benefits that might be paid pre-retirement and pensionable. A settlement of LC 4850 benefits may not be supported by existing law and would unlikely be approved by the Workers' Compensation Board. The analysis of all settlements needs to be conducted on a case-by-case basis and subject to review and approval of all parties.	
1.7 (a) LACoFD should make full use of CEO Risk Management's Ventiv Claims Enterprise (VCE) to manage WC claims and its RTW program.	Agree. This recommendation will be implemented. Ventiv Technology and LACoFD Disability Management and Compliance Section (DMCS) staffs are periodically meeting to review business requirements. The data conversion and full implementation will begin once Ventiv's Amendment Six is approved. CEO staff estimates this will take approximately six months.	
1.7 (b) DHR should assist LACoFD by developing a comprehensive Disability Compliance Record module as part of VCE.	Agree. This recommendation will be implemented. The CEO defers to DHR and the LACoFD's responses for further information on the implementation.	
Chief Executive Office – The Inmate Reception Center		
Recommendations	Responses	
6.1 The entire AJIS system must be replaced with a modern information system that utilizes data integration techniques. This will provide SECURE, fast, accurate, and complete information for the staff and managers, and provide fair and timely treatment for the inmates. Until the information system is modernized, the IRC will not be able to	Agree. This recommendation will be implemented. LASD is currently engaged with the AJIS vendor, Syscon Justice Systems, in a gap analysis exercise to validate that the latest version of their solution platform will be able to meet all business requirements. Pending completion in September 2023, LASD will notify the BOS of its intention to enter into sole source negotiations for a new agreement with the vendor for implementation of the modern replacement system.	

improve its performance significantly. All other	
improvements are dependent on putting in	
place a system that can interact with the	
similar systems of other relevant agencies,	
especially the Court.	
6.2 The County should develop an information	Agree. This recommendation will be implemented. The intended
system capable of receiving data and	modern AJIS platform will be capable of receiving data from the
communications from the Court. It is	Court's new Tyler Technologies Odyssey system. Because
imperative that these two systems	Odyssey is currently projected to go-live this year (November),
communicate because a real time, interactive	LASD should also work with the Courts on developing an
system will significantly decrease the time that	application programming interface to allow information transfers
inmates are held at the IRC.	from Odyssey to the current iteration of AJIS.
6.3 Whether a new system is built in-house or	Agree. This recommendation will be implemented. The project
contracted out, staff must be included in every	should be recognized as and prioritized by the LASD executives
step of the design, development, testing, and	for the critical and significant undertaking that it is. A steering
implementation. If staff needs are	committee for AJIS modernization will be convened comprising
shortchanged, the project will suffer ongoing	all the relevant and impacted stakeholders in November when
deficiencies, and the IRC will not see maximum	the LASD initiates the AJIS replacement project. Participation by
improvement.	both business and technical staff in all facets of this endeavor is
	key to achieving the desired outcomes.
Assessor – Proposition 19 Implementation and F	
Recommendations	Responses
1.3 The Board of Supervisors should	The Assessor agrees with the recommendation. The
appropriate funds for the development of	recommendation has been partially implemented.
public education about Proposition 19, proper	recommendation has been partially implemented.
completion of Preliminary Change of Ownership	The Assessor aggressively pursues several opportunities each
Reports (PCOR), and related matters,	year to educate the public on Proposition 19, ownership issues
particularly for the purpose of outreach and	such as PCORs and other programs and services. The Assessor
professional education for real estate	will work with the BOS to identify funding for further Proposition
professionals such as real estate brokers and	19 public education and education on the proper filing of PCORs
agents.	and other related ownership issues affecting the public.
	Additional funding would help the Assessor increase public
	education opportunities and create additional online resources to
	assist the public in understanding reassessment exclusions and

1.4 The Board of Supervisors should consider increasing the filing fees for assessment appeals, while making a portion or all of it refundable in cases where the appellant prevails.	ownership responsibilities. Identification of funding is necessary to increase public education across the County. The Assessor agrees with the recommendation. The recommendation requires further analysis. The Assessor agrees that the fees should reflect costs associated with the filing of the application and the Assessor agrees that the costs associated with flings should include costs incurred by the Assessor's Office to prepare responses to the application. The Assessor will work with the Assessment Appeals Board (AAB) to study and analyze policies and processes of other counties that have implemented similar fees. The implementation of the filing fee has significantly reduced the number of claims filed by tax agents that have monetized the assessment appeal process. The Assessor believes that further cost recovery will result in the continued reduction of claims to the most meritorious appeals thereby reducing the backlog and providing expedient resolutions of assessment appeals benefiting the public as a
1.5 The assessment appeals system should be examined by the County Assessor's office and by the Board of Supervisors with a view to reforming it and improving timeliness of appeals and hearings.	 whole. The Assessor agrees with the recommendation. The recommendation has been implemented in part. The Assessor has actively collaborated with the Executive Office of the BOS to improve the business operations of the multi-agency assessment appeals process. As one of the stakeholders in the process, the Assessor realizes the importance of an efficient and well-operated process. The Assessor recognizes the hard work of the Executive Office of the BOS to modernize the AAB process and business operations and will fully continue to collaborate and support the Executive Office of the BOS to further implement opportunities for efficiencies. There are opportunities to implement additional operational efficiencies and the Assessor and Executive Office have

developed a collaborative relationship to explore those opportunities.
Responses
Partially agree due to protocols currently in place as established by Memorandum of Agreements (MOUs). This recommendation will not be implemented at this time given the current structure and protocols in place to investigate these types of incidents. The Protocol for District Attorney Officer-Involved Shooting Response Program For Officer/Deputy-Involved Shootings and In-Custody Deaths (Protocol) sets forth the agreement between Los Angeles District Attorney (LADA) and participating local law enforcement agencies regarding the LADA response to the scene of officer-involved shootings and the subsequent investigation to determine the existence of potential criminal liability, or lack thereof, of any law enforcement officer. The protocol specifies that the LADA shall respond to incidents in which a peace officer, on or off duty, shoots and injures any person during the scope and course of employment. At this time, the protocol with law enforcement agencies does not include all firearm discharge cases including accidental or unintentional discharges and officer involved shootings when an individual is not injured. Currently, 67 law enforcement agencies across Los Angeles County participate in the protocol. See Protocol available at: https://da.lacounty.gov/sites/default/files/policies/JSID%20DAR T%20Protocol%202014.pdf. The LADA currently responds to an average of 69 shooting cases
per year county-wide that are consistent with the Protocol. Of the 32 deputy-involved shootings that occurred in 2020, 26 persons were struck by a bullet and six were non-hits; In 2021, 24 persons were struck by a bullet and 11 were non-hits; In 2022, 18 persons were struck by a bullet and eight were non-

	hits; Between January 1, 2023 and March 31, 2023, six persons were struck by a bullet and eight were non-hits. It is unknown how many accidental or unintentional discharges of a firearm occurred during those time periods. The recommendation to review all weapon discharge cases would require, at the outset, a renegotiation of the current Protocol with all participating agencies and would significantly increase the number of shooting cases reviewed by the LADA. Without a corresponding increase in staffing that considers available resources and competing priorities, the LADA does not have the operational capacity to effectively and efficiently respond to an increase in the number of cases reviewed and is therefore unable to implement this recommendation.
	enforcement agencies from submitting for charge evaluation, any officer-involved shooting cases in which the subject has not been struck or injured as well as any accidental or unintentional discharges of a firearm, to the LADA for charge evaluation if there has been a determination of probable cause to believe that a criminal offense has been committed. Additionally, when any such shooting is brought to the LADA's attention and there is reason to believe the conduct might be criminal, the LADA is free to reach out to the law enforcement agency for relevant reports and has never been denied access to them for purposes of review and evaluation.
1.13. The DA's Office must develop a quick evaluation to determine if a case needs immediate action or if could be kicked back to the LASD for an internal investigation.	Partially agree due to protocols currently in place as established by MOUs. This recommendation will not be implemented at this time given the current structure and protocols in place to investigate these types of incidents. The manner in which a local law enforcement agency conducts an administrative review of officer-involved shooting cases lies solely within the discretion of the respective agency. This discretion includes whether an administrative review will be conducted concurrent with a

	criminal review, such as with the LAPD and other local agencies. Thus, the LADA must defer the resolution of this matter to LASD, as it has the discretion and authority to review and/or modify its policies and MOUs with their unions regarding the timing of administrative reviews. See LASD's Internal Affairs Bureau Unit Order #49 – Gate/Johnson Settlement Agreement, available at https://pars.lasd.org/Viewer/Manuals/16084/Content/16209.
Sheriff – All Aboard! Is Metro Rail on Track?	
Recommendations	Responses
1.1. Require contracted law enforcement agencies (LAPD, LASD, LBPD) to assign more officers to ride the trains.	Agree. The recommendation has been implemented. The LASD's Transit Services Bureau (TSB) has directed law
	enforcement personnel to ride the trains more frequently. This has been established through increasing the volume of train rides by deputy personnel to conduct daily duties.
1.4. Encourage greater coordination among the agencies involved with Metro Rail,	Agree. The recommendation has been implemented.
including a standardized method of reporting crime statistics.	Metro has developed an analytical group that will be responsible for receiving their contract agencies' crime statistics. They created a standard form for reporting crime statistics for their contract law enforcement agencies. The standard method of reporting crime statistics was implemented on July 20, 2023.
1.6. Metro should create opportunities for Ambassadors to interact with the other security agencies to raise awareness and build	Disagree. This recommendation will not be implemented as jurisdiction falls outside of the LASD. The Ambassadors program lies within the jurisdiction of Metro.
trust.	nes within the jurisdiction of wetro.
1.7. Analyze security data on a regular basis and obtain up-to-date numbers on non- transportation riders using the system.	Disagree. This recommendation will not be implemented as jurisdiction falls outside of the LASD. Metro is the employer of Metro security and responsible for analyzing their data on a regular basis.
Sheriff – Have We M.E.T.?	
Recommendations	Responses
1.2 (b) DMH/BOS should allow agencies to hire specially trained employees (non-certified, but	Disagree. This recommendation will not be implemented as jurisdiction falls outside of the LASD.

equally qualified), in place of DMH employed	
mental health professionals, if DMH cannot	Since 1991, the DMH has been the Mental Evaluation Team's
provide sufficient personnel. Agencies should be reimbursed in whole or in part for such	(MET) civilian partner in the co-response model. As a result of the COVID-19 pandemic, additional responsibilities were
hires.	increased for clinicians, thereby, resulting in a nationwide
	shortage of clinician personnel. The increased demand for
	mental health professionals has made it difficult for DMH to hire
	qualified personnel. The scarcity of personnel in both
	departments and the current mental health challenges, has
	required both agencies to develop innovative strategies to
	address clinician shortages.
	In the past, LASD has inquired with several private psychiatric
	facilities and urgent care centers to ascertain if their clinicians
	would be interested in joining LASD's MET Unit as clinician
	partners. There appeared to be interest from the private sector in collaborating with LASD and should be explored further to
	address the current shortages. Currently, the LASD's Veteran's
	Mental Evaluation Team (VMET) partners with federally licensed
	clinicians from the Veteran's Administration (VA) and Veteran's
	Peer Access Network (VPAN).
	Presently, leadership from LASD and DMH have discussed the
	option of partnering with other DMH programs such as the
	Assisted Outpatient Treatment (AOT) and Risk Assessment
	Management Program (RAMP). Most of the clients on AOT's case
	load are safety risks, due to their propensity for violence and
	non-compliance with medication and/or treatment, making this
	potential partnership viable.
	It should be noted the San Diego Police Department's Psychiatric
	Emergency Response Team (PERT) partners with Star View
	Behavioral Health (SVBH). The SVBH is privately owned and not
. ▼	county operated.

1.3 BOS/LASD/LACoFD/LAPD and the Los Angeles City Council (LACC) should authorize an update or replacement of the current CAD system to integrate it with systems in use by other agencies.	Agree. The recommendation requires further analysis. The LASD's Technology and Support Division is currently engaged in exploring replacement of our current CAD system to a newer version. A Request for Proposal (RFP) for a replacement system has been issued and is in the evaluation phase. The evaluation approach is extremely extensive and subject to being prolonged, (e.g., vendor protest, contract negotiations). Recommendation for additional resources will be made within the context of the overall budget, numerous funding priorities, and requests.
1.4 (a) BOS/DMH/DPH/DHS should improve patient navigation services for recipients of emergency mental health services or allow agencies to provide their own patient navigation personnel to enable them to provide expanded services.	Disagree. This recommendation will not be implemented as jurisdiction falls outside of the LASD. LASD does not independently provide patient navigation services, however, with the recent national implementation of the 988 Suicide and Crisis Lifeline, mental health agencies would be able to provide their own patient navigation personnel. The 988 Suicide and Crisis Lifeline is a nationwide mental health hotline for non-emergent mental health services. This navigation system would provide the necessary services for individuals experiencing a mental health crisis and afford them the opportunity to collaborate with partners in their communities.
	Currently, DMH provides the Access Line for service referrals, crisis assessments, and field deployments 24-hours a day, seven days a week. This service provides assistance to those in crises, along with family members and loved ones who are affected. In addition, DMH provides additional resources via 211 LA County. This service is available to the public and available in multiple languages. This service allows those in need to access information and obtain referrals to physical and mental health

1.6 BOS/DMH/DHS/DPH should authorize the development and staffing of additional Psychiatric Urgent Care Centers and Sobering Centers in key locations to help provide sufficient placements of mental health	resources (i.e., housing, utilities, food, suicide, and crisis interventions). Unfortunately, LASD does not possess the resources or experience to provide patient navigation services for recipients of emergency mental health services. These navigation services are provided by MET, RAMP, and VMET, in partnership with its DMH and federal clinicians. Disagree. This recommendation will not be implemented as jurisdiction falls outside of the LASD.
patients.	
1.7 DMH/DPH/DHS and the BOS should substantially increase the number of rescue transport vehicles in service to promote additional opportunities for persons in need.	Disagree. This recommendation will not be implemented as jurisdiction falls outside of the LASD. The MET currently collaborates with DMH for ambulance services, but ambulance services are requested by LASD field personnel. LASD requesting an ambulance to transport for medical emergencies has been found to be quicker and more time efficient. Ambulance services are normally delayed and force field deputies to transport patients to prevent waiting extended periods of time. LASD supports increased access to ambulance services for swift responses.
1.8 (b) In order to provide additional long-term mental health campuses, residential settings, and permanent supportive housing	Disagree. This recommendation will not be implemented as jurisdiction falls outside of the LASD.
the BOS and LACC should prioritize acquiring, renovating, and opening mental health facilities.	This recommendation is beyond the LASD's scope to approve or acquire such facilities. The prioritization in acquiring, renovating, and opening mental health facilities by the BOS and LACC, would assist the MET, VMET, and RAMP with additional locations for placement of individuals experiencing a mental health crisis.

1.9 In order to provide the Mental Health Evaluation "H (Henry) 918" Division more autonomy and greater scope of service, the LASD should authorize creation of an independent Mental Health Evaluation Bureau. This will give the MET team the ability to expand its operations and to explore various pilot programs.	Agree. LASD agrees with this recommendation, but a further exploration would have to be conducted in six months. With over 10 million residents, the community's need for mental health services has reached a critical need. As LASD recovers from the COVID-19 pandemic, investing in programs to promote public safety and health has remained a priority. Since 2018, the LASD has requested the reorganization and expansion of MET. However, due to staffing shortages and the need for collaborative growth with DMH partners, neither LASD nor DMH can expand at this time.
Sheriff – The Inmate Reception Center	
Recommendations	Responses
6.1 The entire AJIS system must be replaced with a modern information system that utilizes data integration techniques. This will provide SECURE, fast, accurate, and complete information for the staff and managers, and provide fair and timely treatment for the inmates. Until the information system is modernized, the IRC will not be able to improve its performance significantly. All other improvements are dependent on putting in place a system that can interact with the similar systems of other relevant agencies, especially the Court.	Agree. This recommendation is in the process of being implemented. On July 19, 2023, Data Systems Bureau (DSB) began working with "Syscon" in identifying the requirements of a new jail management platform.
6.2 The County should develop an information system capable of receiving data and communications from the Court. It is imperative that these two systems communicate because a real time, interactive system will significantly decrease the time that inmates are held at the IRC.	Agree. This recommendation is in the process of being implemented. The courts will be implementing their new system (Odyssey) in early November 2023. It has been the plan of the Sheriff's DSB to be able to "link" the court's Odyssey system with the current AJIS system used by LASD. The plan is also for the new program being built by Syscon to communicate with the

6.3 Whether a new system is built in-house or contracted out, staff must be included in every step of the design, development, testing, and implementation. If staff needs are shortchanged, the project will suffer ongoing deficiencies, and the IRC will not see maximum improvement.	courts system. The anticipated implementation of the Syscon program is currently 24 months. <i>Rutherford</i> provisions allow LASD to release newly remanded inmates on fractional time credits. If IRC had knowledge of the arrivals sentence and credits these fractional credits could be applied with a nexus to the inmate's arrival. If the inmate did not have any medical or mental health concerns, they could be expedited to the Release Area. The current paper driven system does not allow for quick identification of these inmates. Agree. This recommendation is in the process of being implemented. DSB's Director Scott Goodwin has identified subject matter experts within IRC and facilitated meetings with "Syscon." The meetings allowed "Syscon" to learn the current IRC process from the end user and inquire what shortcomings exist.
Sheriff – Sheriff's Operations	
Recommendations	Responses
1.1 (a) If Law Enforcement Gang (LEG) membership is disclosed, the staff admission should be noted in employee personnel file and submitted to an intra-office database tracking LEG membership, rehabilitation and recidivism.	(a) Agree. The recommendation has been implemented.
1.1 (b) If willingly disclosed, leadership personnel should flag employee for counseling and constructive monitoring.	(b) Agree. The recommendation has been implemented.
1.1 (c) If uncovered involuntarily, staff belonging to an LEG must begin an immediate review process to determine membership and follow a termination process consistent with the law and due process.	(c) Agree. The recommendation has been implemented.

ATTACHMENT W

1.1 (d) If leadership is made known of a staff member's involvement in an LEG and action is ignored, punishment delayed or aid provided to conceal illegal gang status, they should be immediately removed from ranked duties pending review.	(d) Agree. The recommendation has been implemented.
1.2. All identified LEG logos and emblems, including the "Fort Apache" logo at the East La Station, must be removed from all LASD stations and property.	Agree. The recommendation has been implemented. All lawful action will be taken against deputies or their supervisors who participate in, support, or knowingly ignore the policy against LEG participation. Policies relating to these issues have been drafted and are in the review process.
 1.3. LASD personnel must hold themselves to a strict nonpartisan personae while in uniform and comply strictly with official policies and procedures. 1.4. LASD and oversight monitors should publicize the existence of the Special Counsel by adding contact information somewhere on their public websites. 	Agree. The recommendation has been implemented. LASD personnel are aware that they must act in a non-partisan manner to build trust with all members of the community. Disagree. The recommendation will not be implemented as jurisdiction falls outside of the LASD. Any publicity relating to the position of Special Counsel is at the discretion of the Civilian Oversight Commission, or any other entity that is empowered to create and appoint a person to that position.
1.5. (a) The Constitutional Policing Advisors' (CPA) should participate in teambuilding exercises with Station Sergeants to get them familiar with the role of the unit and understand the importance of disseminating, implementing and upholding the CPA's recommendations.	Agree. The recommendations will be implemented.
1.6 CPAs should publish written progress reports published to a dedicated tab located on lasd.org/transparency.	Agree. The recommendations will be implemented.

1.7. Add a link on the lasd.org TRANSPARECY	Agree. The recommendation has been implemented.
page listing ongoing consent decrees, restraining orders and lawsuits involving oversight monitors.	The Office of Constitutional Policing has already updated the website and will continue to post relevant material to the website as it is available.
1.8. Require a brief, written discussion of events leading up to the shooting incident and any findings or results in order to give videos context.	Agree. LASD agrees with this recommendation, but further exploration would have to be conducted in six months. The scope of the narrative of events provided will be subject to conversations with County Counsel.
1.9. All weapon discharge cases should be submitted to the DA's office for outside review.	Agree. The recommendation will be implemented.
1.10. (a) The Incoming SIB director should establish new Information policies and procedures to reflect modern marketing and information sharing trends.	(a) Agree. The recommendation will be implemented.Any new communications team member will utilize best practices to ensure factual information and contemporary practices are used in providing information to the public.
1.10. (b) Collaborate with the COPS Bureau to ensure updated policies and procedures are focused on best practices on how the public should best receive Department communications.	 (b) Agree. The recommendation will be implemented. Dr. Barney Melekian has joined the Office of Constitutional Policing, and he previously served as the Director of the COPS Office at the Department of Justice. His skill and experience will assist the LASD in ensuring best practices are implemented.
1.11. Implement Community Advisory Committees (CAC) Department-wide.	Agree. The recommendation is in the process of being implemented. LASD is working with the Center for Policing Equity (CPE) and
	the United States Department of Justice (DOJ), Community Relations Service (CRS) to develop a robust community engagement program.
1.12. Law Enforcement (LE) Bystander Training programs like the DOJ's ABLE should be incorporated into standing LASD Training.	Agree. This recommendation is in the process of being implemented.

1.13. The DA's office must develop a quick evaluation to determine if a case needs immediate action or if could be kicked back to	LASD is reorganizing its training program to ensure it is robust and comprehensive and addresses 21st Century Policing principles. Disagree. This recommendation will not be implemented as jurisdiction falls outside of LASD.	
the LASD for an internal investigation.	This recommendation relates to the DA's Office developing an evaluation guide for cases. The Office of the District Attorney responded to this recommendation.	
Auditor-Controller – Medi-Cal Reimbursement		
Recommendations	Responses	
1.1. The Los Angeles County A-C should continue to follow up with DHS and report back BOS to the on the resolution of the six partially implemented Priority 1 and 2 recommendations.	The Auditor-Controller agrees with the recommendation and will implement it. The Auditor Controller will work with DHS to conduct another follow-up review and report back to the BOS on the status of the six partially implemented Priority 1 and 2 recommendations in accordance with our protocol for audit follow-ups.	
Children and Family Services – Aging Out: Trans	Children and Family Services – Aging Out: Transitional Aged Youth	
Recommendations	Responses	
1.1 Ongoing meetings of the Multi-Disciplinary Teams (MDT) must be regularly scheduled, with mandatory participation of departments, youth, foster parents, and other interested parties.	The Department agrees with the recommendation. The recommendation has been partially implemented and the timeline for implementation of scheduling ongoing regular meetings is by January 2024. Mandating participation from other departments is contingent upon their agreement. DCFS has already met with the other departments to discuss the need for improved collaboration, and discussed various strategies which would assist with better support for TAY. Further discussions are needed in order to determine to what degree other departments are in agreement and can allocate staff to serve as a member of MDTs.	
1.2 DCFS and MDTs should carefully monitor the ages of TAYs and other beneficiaries so as to make certain that TAY services and TAY	The Department agrees with the recommendation. The recommendations will be implemented. The Department plans	

planning begin as early as appropriately possible, at ages 14, 16 or other applicable ages.	to implement by 2024. Although, please note response regarding MDTs to Recommendation 1.1.
1.2 (a) DCFS, Probation and MDTs should carefully monitor the ages of TAYs so as to make certain that TAYs are made fully aware of services available not only until they reach age 18, but also continuing, where appropriate and available, extending TAY transitional services to ages 21 or 24.	The Department partially disagrees with the findings in that DCFS and Probation currently monitor the ages of TAYs and begins discussing transition planning with them no later than their 16th birthdays. The timeframe for full implementation is estimated for 2024 and contingent upon further discussion with other departments as noted in the response to Recommendation 1.1. These discussions include informing youth of the services available to them at age 18 through age 21, as well as, additional housing options available to them to and after the age of 24.
	The Department agrees that all members of the team supporting the youth should have similar discussions either individually and/or during regularly scheduled meetings (see response to Recommendation 1.2).
	The recommendation relative to all members of the MDT being aware of and sharing information has not yet been implemented because it is contingent upon further discussion with other departments as noted in the response to Recommendation 1.1.
1.2 (b) DCFS and Probation should ensure that the youth obtain a driver's license or California ID card, a birth certificate, social security card, medical card, and any other pertinent documents.	The Department partially disagrees with the recommendation in that DCFS and Probation already ensure youth obtain a driver's license or California ID card, are provided with their birth certificates, a social security card, medical care and other pertinent documents. The timeframe for full implementation is estimated for 2024 and contingent upon further discussion with
DCFS and Probation should assist the youth to obtain public and privately funded services. DPSS should provide information to the TAY for general relief, CalWORKS, CalFresh, and	the Social Security Administration in addressing a streamlined and consistent protocol for DCFS to request social security cards for youth, and other County departments to connect and access services and resources.

 Medi-Cal. DPH should provide information to access medical services. DCFS and Probation should provide additional TAY services such as employment, housing, healthcare, and (for male TAYs age 18) registration with the Selective Service System. DCFS should provide training so the youth can open a bank account, and apply for admission to colleges. 1.3 DCFS and Probation should provide training to foster parents or guardians of TAYs to educate them to the procedures, assistance and processes to effectively assist TAYs under their care during the transition period. 	DCFS and Probation already ensure that youth obtain any funds available, are referred to DPSS for assistance, and referred for employment preparedness classes, housing, life skills classes, financial literacy classes which includes information on opening a bank account and assists transition age youth with completing applications for college. The Department will continue to work with other County departments such as DPSS and DPH and continue conversations with the Social Security Administration to promote and facilitate transition age youth accessing relevant documents. The Department partially agrees with the recommendation. This recommendation is expected to be implemented by January 2024. DCFS has reviewed the courses available to Resource Parents on both the Foster Parent College (FPC) and Foster and Kinship Care Education (FKCE) website and found numerous courses related to working with youth who are in their transitional period. While there are numerous trainings available and course availability changes throughout the year, there is an opportunity to explore with FPC and FKCE to see if their courses listings can be presented in a way that consolidates the courses under a TAY heading to make it easier for Resource Parents caring for TAY and/or are interested in the topic to easily find. DCFS anticipates having the discussion by November 2023 and implementation in 2024 to be contingent upon the agreement by FPC and FKCE.
1.3 (a) DCFS or Probation should require foster parents to receive training and guidance as mandated by the MDT plans. Foster parents and court appointed educational advocates must participate in educational plans with school administration and/or community organizations.	The Department agrees with the recommendation. This recommendation requires further analysis. The analysis and discussion should be completed by January 2024. The recommendation requires further analysis and discussion with the California Department of Social Services as there is no mandate that foster parents receive specific trainings and guidance that have been determined by a MDT plan, nor that they are mandated to participate in educational plan meetings.

1.2 (b) DCES or Probation should provide	The Department agrees with the recommendation. The
1.3 (b) DCFS or Probation should provide	The Department agrees with the recommendation. The
foster parents with pertinent case history upon	recommendation has been implemented as this is already
placement.	mandated by DCFS policy and part of practice.
1.5 Each department should contribute to an	The Department agrees with the recommendation. The
Individual Transition Plan. The Individual	recommendation has been partially implemented and requires
Transition Plan should be a collaborative effort	further analysis. The recommendation for implementation with
of all the involved departments, and the	the other departments is targeted for 2024 but is contingent
implementation should begin when the TAY	upon further discussion and agreement with other departments.
reaches age 16. DCFS or Probation should	Additionally, DCFS has agreed to create by January 2024 a
develop one cohesive plan which includes the	specialized section of staff who will provide intensive services for
desires of the youth for continuing their	youth who are transitioning from care. That section staff will be
education/training and future goals. All	responsible for supporting TAY who are transitioning from care,
agencies should ensure that TAYs and their	including working collaboratively with representatives from other
foster parents participate in all meetings	County departments.
concerning the TAY's case. The departments	
must ensure that TAYs are given the	
opportunity to express themselves without fear	
of retribution.	
Executive Office of the Board of Supervisors – A	ssessment Appeals Board - Proposition 19 Implementation and
Related Matters	
Recommendations	Responses
1.3. The BOS should appropriate funds for the	The respondent partially agrees with the finding. This
development of public education about	recommendation will not be implemented.
Proposition 19, proper completion of PCORs	
and related matters, particularly for the	The AAB serves as the board of equalization for the BOS, and
purpose of outreach and professional education	therefore does not interact with property owners when filing for
for real estate professionals such as real estate	Proposition 19 applications, filling out Preliminary Change of
brokers and agents.	Ownership (PCORs) or other property tax forms until after the
	assessment of their property and only when an appeal is filed.
	Nonetheless, the AAB agrees that funding should be
	appropriated for the development of public education about
	property taxation to avoid unnecessary filings of appeals
	applications. The AAB agrees to collaborate with the Assessor's
	Office to develop educational content funded by the BOS.

1.4. The BOS should consider increasing the filing fees for assessment appeals, while making a portion or all of it refundable in cases where the appellant prevails.	The respondent agrees with the finding. The recommendation requires further analysis. AAB will reevaluate its application filing fees and conduct a cost study including charges by other counties. This study will consider the actual cost of processing appeal applications and consider a refund process. A refund process would need to be evaluated to determine the feasibility of implementation (i.e., minimum reduction amount that warrants a refund, impact on County revenue, percentage of reduction to roll value, etc.). The study will also require research of the policies of other counties and interviews of their staff to determine the challenges of increased filing fees or refunds. Additional meetings will be scheduled with the Assessor's Office to discuss process and procedures related to their function. The study is anticipated to take six months.
1.5 The assessment appeals system should be examined by the County Assessor's Office and by the BOS with a view to reforming it and improving timeliness of appeals and hearings.	The respondent agrees with the finding. The recommendation has been implemented. The process to appeal a property tax assessment in Los Angeles County has evolved organically to service the needs of multiple stakeholders. It is decidedly manual and paper-based, with approximately 60 percent of applications arriving as a paper form, mailed-in or dropped off at the AAB office, despite the option for online submission via a web portal. The AAB implemented its Business Process Improvement (BPI) multi-phase implementation plan. This plan includes process enhancements using automation and current technologies to streamline our processes, system, online services, and information delivery, as well as the implementation of new scheduling strategies for optimal hearing efficiencies and increased closure rate. As a result, the AAB has been able to schedule new applications within six to eight months (or sooner)

	from when the appeal is received, as opposed to prior times that could be 10 to 12 months. The AAB has also increased the number of Board hearings from three to four prior to the pandemic, to now eight hearings per day, due to the effectiveness of using virtual hearings. Hearing Officer hearings have also increased from one per day pre-pandemic to two to three virtual hearings per day. The AAB continues to strategize on how to streamline the appeal process and optimize the customer's overall experience.
	The AAB has also focused on enhancing the public's experience when navigating the AAB website, including improving the accessibility to information and online services by ensuring the website can be translated and designing an intuitive webpage. The AAB has also increased its public outreach and education efforts by attending community events related to homeownership. More recently, the AAB implemented electronic forms to eliminate manual processing of administrative paperwork to reduce wait times on the submission of forms.
	Although the AAB is currently focused on eliminating the existing backlog and enhancing the current AAB system to alleviate major process paint points that exist today, these phases are about getting back to a healthy state. Once there, the AAB will shift its focus to set a new bar and deliver a best-in-class service to taxpayers and County staff. Designing a better user experience will allow for even more efficiencies in application processing and correspondence to be enjoyed by AAB staff.
Executive Office of the Board of Supervisors - Of Sheriff's Operations	fice of Inspector General and Civilian Oversight Commission –
Recommendations	Responses
1.4. LASD and oversight monitors should	The respondent agrees with the finding. The recommendation
publicize the existence of the Special Counsel	has been implemented.

by adding contact information somewhere on their public websites.	In June 1993, the BOS designated Merrick Bobb to serve as Special Counsel to the BOS to report to the Board on LASD's implementation of the Kolts Commission recommendations. Special Counsel served in that capacity and issued semi-annual reports between 1993-2014. The Office of Inspector General was created by Los Angeles County Code Section 6.44.190 in 2014, to promote constitutional policing and the fair and impartial administration of justice by providing comprehensive oversight, monitoring, and reporting about LASD. The Ordinance states that the Inspector General serves as Special Counsel to the BOS and to the Civilian Oversight and Probation Oversight Commissions. The Office of Inspector General's and the Civilian Oversight Commission's websites were updated to better publicize this.
Executive Office for the Board of Supervisors – Chief Sustainability Office – Zero Emissions and Air Quality Monitoring	
Recommendations	Responses
1.6 This committee supports the option of green hydrogen, but recommends that the exposure of nitrous oxide pollution be identified and eliminated in its energy applications.	The respondent agrees with the finding. However, the recommendation requires additional analysis to understand the most appropriate applications for green hydrogen and how the consequences of hydrogen use, such as nitrous oxide pollution, can be best be identified and eliminated.
	The CSO plans to do a preliminary exploration of the sustainability and equity considerations associated with the production and use of hydrogen and discuss next steps with the BOS and relevant departments over the next six months.
1.7 Nitrous oxides need to be contained during hydrogen production operations.	The respondent agrees with the finding. However, the recommendation requires additional analysis to understand the considerations associated with hydrogen production, including containment and mitigation of nitrous oxide pollution.
	The CSO plans to do a preliminary exploration of the sustainability and equity considerations associated with the

	production and use of hydrogen and discuss next steps with the
1.0 (a) Cabaala aayyatu (aitu ayyalia	BOS and relevant departments over the next six months.
1.8 (a) Schools, county/city public	(a) The respondent agrees with the finding. The
agencies/buildings, and commercial offices should be retrofitted with energy efficient	recommendation will be implemented.
systems, thereby modeling consistent ZE goals	
and practices.	
1.8 (b) Construction building codes should reflect ZE goals.	(b) The State and County both have climate pollution reduction goals that include decarbonization for new and existing
	buildings, and the County is actively pursuing strategies to
	achieve these goals. Areas of activity include how to prioritize
	buildings for retrofits and regulations, technological challenges
	and solutions associated with converting new and existing
	buildings from gas to electric equipment, potential sources of
	funding to address the needs of different building types, and
	planning for engagement and outreach around building
	decarbonization. Currently, the County is exploring available
	regulatory mechanisms to incorporate decarbonization goals into
	building codes and standards. The CSO will have more detailed
	implementation strategies to share over the next six to 12 months to align with relevant considerations, including
	anticipated state guidance on funding for decarbonization of
	existing buildings and an anticipated ruling from the 9th Circuit
	on relevant case law for new buildings.
1.9 In order to comply with Senate Bill (SB)	The respondent disagrees with the finding. The recommendation
1383, separating food waste from regular	will not be implemented since CSO does not have a monitoring
garbage disposal into green collection bins and	or reporting role related to waste.
its collection needs to be closely monitored.	
1.10 Each Los Angeles Sanitation District	The respondent disagrees with the finding. The recommendation
should publish updated reports on their	will not be implemented since CSO does not have authority over
community's adherence to SB 1383.	the Los Angeles Sanitation District.
Fire – Have We M.E.T.?	Despenses
Recommendations	Responses

1.2 (b) DMH/BOS should allow agencies to hire specially trained employees (non-certified, but equally qualified), in place of DMH employed mental health professionals, if DMH cannot provide sufficient personnel. Agencies should be reimbursed in whole or in part for such hires.	(b) Disagree. This recommendation will not be implemented by LACoFD as jurisdiction for this recommendation falls outside the LACoFD.
1.3 BOS/LASD/LACoFD/LAPD) and the LACC should authorize an update or replacement of the current CAD system to integrate it with systems in use by other agencies.	Agree. This recommendation is in the process of being implemented. Funding, through the County's IT Legacy Fund, has been approved to upgrade LACoFD's CAD which should allow better integration and distribution of LACoFD specialty resources within the jurisdictions served by the LACoFD. It is anticipated that the CAD upgrade will be completed by Quarter 4, 2025.
1.4 (a) BOS/DMH/DPH/DHS should improve patient navigation services for recipients of emergency mental health services or allow agencies to provide their own patient navigation personnel to enable them to provide expanded services.	Disagree. This recommendation will not be implemented by LACoFD as jurisdiction for this recommendation falls outside the LACoFD.
1.4 (b) LACoFD should be authorized to provide their own patient navigation personnel. The agency should be reimbursed by the County in whole or in part for such hires.	Partially disagree. This recommendation will require further analysis. Recommendations for additional resources will be made within the context of the overall budget, numerous funding priorities, and competing requests. Additionally, any such positions would ideally be DMH/DPSS/DPH positions to assigned to support LACoFD's mission, as LACoFD does not have the expertise nor the internal resources to provide the training and support that they would require.
1.6 BOS/DMH/DHS/DPH should authorize the development and staffing of additional Psychiatric Urgent Care Centers and Sobering Centers in key locations to help provide sufficient placements of mental health patients.	Disagree. This recommendation will not be implemented by LACoFD because jurisdiction for this recommendation falls outside the LACoFD.

	Disagree. This recommendation will not be implemented by
	LACOFD as jurisdiction for this recommendation falls outside the
	LACOFD.
ditional opportunities for persons in need.	
e – Los Angeles County Fire Department Worke	ers' Compensation
	Responses
	(b) Disagree. This recommendation will not be implemented as
	jurisdiction for this recommendation falls with the CEO.
lit C contract.	
	(a) Disagree. This recommendation will not be implemented as
	jurisdiction for this recommendation falls with the CEO.
ould amend the existing TPA Unit C contract	
th Sedgwick to include detailed ASIs on	
eferred methods of claims management for	
e remainder of the existing contract. Future	
ntracts with any TPA must include these	
ils.	
((b) Disagree. This recommendation will not be implemented as
	jurisdiction for this recommendation falls with the CEO.
dgwick adjusters to provide "point of entry"	
thorization for all firefighter WC claims for	
e remainder of the existing contract. Future	
ntracts with any TPA must include these	
ils.	
((c) Disagree. This recommendation will not be implemented as
2 (c) The ASI amendments should include	jurisdiction for this recommendation falls with the CEO.
nalties for delays in claims caused by	
dgwick's claims handling that result in	
CoFD having to use overtime staffing for the	
mainder of the existing contract. Future	
ntracts with any TPA must include these	
ils.	
((d) Disagree. This recommendation will not be implemented.
1	The Department has established a process of a "Show-Me" day

1.2 (d) LACoFD should consider arranging "ride-alongs" to help claims adjusters better understand the nature of firefighters work by observing their activities.	at the Department's training facility to help claims adjusters better understand the nature of firefighters work by observing their activities. Attendees include staff from Sedgwick, the Chief CEO, and the Department's Disability Management and Compliance Section (DMCS). The demonstration includes a live fire event with an emergency response operation that will provide more insight on the types of tools and skills used by firefighters on incidents. This event is expected to take place in the fall 2023. Based on the intent of the recommendation the Department believes this satisfies the recommendation.
1.3 The ASI amendments should authorize TPA adjusters to pay up to 25 percent more than the Office Medical Fee Schedule (OMFS) standard fees for doctors to treat firefighter patients in order to expedite treatment and recovery for the remainder of the existing contract. Future contracts with any TPA must include these ASIs.	Disagree. This recommendation will not be implemented as jurisdiction for this recommendation falls with the CEO.
1.4 LACoFD should work with DHR to expand the contracted clinic network to expedite treatment for the most common firefighter injuries, particularly orthopedic injuries.	Partially Agree. This recommendation will be implemented. However, this recommendation does not fall within the responsibilities of DHR but within the jurisdiction of the CEO's responsibilities.
1.5 LACoFD should authorize firefighters' workers compensation (WC) claims immediately, and not contest such claims, except where fraud or demonstrable misconduct is suspected.	Disagree. This recommendation will not be implemented as jurisdiction for this recommendation falls with the CEO.
1.6 (a) LACoFD should offer financially attractive buy-outs of Labor Code (LC) 4850 benefits for firefighters who are permanently disable or forced by injuries into retirement. This would allow firefighters to retire and be replaced by permanent hires.	(a) Partially Disagree. This recommendation requires further analysis. LACoFD will continue to work collaboratively with CEO and County Counsel on the analysis to ensure any settlement offer is reasonable and weighs available resources and competing priorities. The implementation will be predicated on an injured firefighter's willingness to retire prior to using the full year of the LC 4850 benefit. While receiving LC 4850 benefits,

1.6 (b) LACoFD should continue to offer frequent Academy classes in order to hire more recruits. This will reduce reliance on backfill overtime staffing.	the firefighter continues to accrue retirement service time and other employment benefits that might be paid pre-retirement and pensionable. A settlement of LC 4850 benefits may not be supported by existing law and would unlikely be approved by the Workers' Compensation Board. The analysis of all settlements needs to be conducted on a case-by-case basis and subject to review and approval of all parties. (b) Agree. This recommendation has been implemented. The Department continues to maintain a minimum of 3-4 Recruit Training Academies per year. The maximum number of recruits per academy is 56 recruits. On average, 80% of recruits are successful in completing the training academy. Each academy costs the Department approximately \$3-4 million. The Department budgets for three recruit academies per fiscal year and funding would need to be identified for any additional academies. Also, staffing at the firefighter rank is not a driving factor in the utilization of backfill overtime. From 2021 to 2022, the Department over hired fire fighters and found that it had no effect on the utilization of backfill overtime. The Department's utilization of backfill is primarily due to vacancies at the fire fighter specialist rank and the large number of fire captains out on leave which creates staffing issues. In an effort to mitigate the issue, the Department will often over hire captains. In order to reduce the impact of backfill overtime staffing, the Department will have to focus on fire captains out on leave and continue to hold regular promotions for fire fighter specialist and fire captain ranks.
1.7 (a) LACoFD should make full use of CEO Risk Management's Ventiv Claims Enterprise (VCE) to manage WC claims and its RTW program.	(a) Agree. This recommendation will be implemented and will work collaboratively with the CEO.

1.7 (b) DHR should assist LACoFD by developing a comprehensive Disability Compliance Record module as part of VCE.	(b) Agree. This recommendation will be implemented. DHR has developed a module for the recording and tracking disability management and compliance Countywide (formerly referred to as "return-to-work"). This new module joins other modules on the Ventiv platform, including modules for the management of workers' comp claims, and absence (protected leave) management.
	The module is currently undergoing user testing; once testing has been completed satisfactorily, the module will be rolled out to all departments, along with robust training to ensure fidelity in application.
1.8 LACoFD should continue to develop creative RTW strategies, such as remote work by computer, work from home, and community service work.	Agree. This recommendation has been implemented. LACoFD continuously evaluates return-to-work strategies. The Department has implemented changes to the patient status report emphasizing the temporary work restriction section which enables the Department to readily evaluate injured workers for limited duty assignments. Alternative limited duty schedules have been implemented to include 9/80, 4/10, and 3/36 as alternatives to the 5/40 schedule. Limited duty from home is an option that is being evaluated. The Department has engaged with Sedgwick to ensure timely delivery of temporary work restrictions.
1.9 LACoFD should continue to emphasize firefighter training and physical and mental fitness programs to control the frequency and severity of injuries/illnesses.	Agree. This recommendation will be implemented. The Department's Fitness For Life Program provides modules four times a year, on fitness/health, the last two have addressed the following topics: • Food Safety and Handling • Occupational Fitness Assessment Test Additionally, the Wellness Division will establish a periodical/video quarterly to provide a Well-Talk. It will include the following programs: Peer Support, Chaplains, Fitness for Life and Health Programs Office. These periodical/videos will provide

1.10 LACoFD should continue to reach out to firefighters on disability through frequent personal contact by peers and supervisors as part of its employee wellness programs.	Department members with updated information regarding upcoming events, helpful hints, and navigating the Wellness Division's services. Agree. This recommendation has been implemented. In March 2023, the Wellness Division began receiving a list of current employees out on injury/illness over 90 days. This list is disseminated through the peer support leads to our peer support members who reach out and provide a "check-in" and assist with any possible issues the employee maybe having with the workers' compensation claims' process. Follow-up contact is provided, as needed, to assist these employees.
Health Services – Have We M.E.T.?	
Recommendations	Responses
1.1 DPH/DHS/DMH/BOS should prioritize recruitment of additional mental health	DHS disagrees with the finding.
clinicians. Among other possibilities additional benefits, financial incentives, tuition reimbursements or student loan buy-outs, and flexible schedules should all be explored.	This recommendation will not be implemented as jurisdiction for this recommendation falls with the DMH. DHS defers to DMH for response to Recommendation No. 1.1.
1.4 (a) BOS/DMH/DPH/DHS should improve patient navigation services for recipients of	(a) DHS disagrees with the finding.
emergency mental health services or allow agencies to provide their own patient navigation personnel to enable them to provide expanded services.	This recommendation will not be implemented as jurisdiction for this recommendation falls with DMH. DHS defers to DMH for response to Recommendation No. 1.4a.
1.6 BOS/DMH/DHS/DPH should authorize the development and staffing of additional	DHS disagrees with the finding.
Psychiatric Urgent Care Centers and Sobering Centers in key locations to help provide sufficient placements of mental health patients.	This recommendation will not be implemented as jurisdiction for this recommendation falls with DMH. DHS defers to DMH for response to Recommendation No. 1.6.
1.7 DMH/DPH/DHS and the BOS should substantially increase the number of rescue	DHS disagrees with the finding.

transport vehicles in service to promote additional opportunities for persons in need. 1.8 (a) Given the need for the construction of	This recommendation will not be implemented as jurisdiction for this recommendation falls with DMH. DHS defers to DMH for response to Recommendation No. 1.7. (a) DHS disagrees with the finding.
additional mental health campuses and permanent supportive care for mentally ill patients, the BOS and the Los Angeles City Council (LACC) should endeavor to fully support and participate in the Governor's efforts to provide construction funding and programs.	(a) DHS disagrees with the finding. This recommendation will not be implemented as jurisdiction for this recommendation falls with DMH. DHS defers to DMH for response to Recommendation No. 1.8 (a).
1.8 (b) In order to provide additional long- term mental health campuses, residential settings, and permanent supportive housing the BOS and LACC should prioritize acquiring, renovating, and opening mental health facilities.	(b) DHS disagrees with the finding. This recommendation will not be implemented as jurisdiction for this recommendation falls with DMH. DHS defers to DMH for response to Recommendation No. 1.8 (b).
Health Services – Medi-Cal Reimbursement	
Recommendations	Responses
1.1. The LAC A-C should continue to follow up with DHS and report back BOS to the on the	DHS agrees with the recommendation.
resolution of the six partially implemented Priority 1 and 2 recommendations.	DHS will work with the Auditor-Controller to ensure that all three Priority 1 recommendations and two Priority 2 recommendations (Issue 5 and Issue 6 noted above) will be fully implemented by September 30, 2023. DHS estimates that Issue 4 – Privileged User Activity Review will be implemented by December 31, 2023.
1.2. The DHS should complete the resolution of the six partially implemented Priority 1 and 2	DHS agrees with this recommendation.
recommendations, no later than September 30, 2023.	All three Priority 1 findings and two Priority 2 recommendations (Issue 5 and Issue 6 noted above) will be implemented by September 30, 2023. Issue 4 – Privileged User Activity Reviews will be implemented by December 31, 2023.
Human Resources – Los Angeles County Fire De	nartment Workers' Compensation

Recommendations	Responses
1.2 (a) LACoFD, working with the CEO and DHR, should amend the existing TPA Unit C contract with Sedgwick to include detailed ASIs on preferred methods of claims management for the remainder of the existing contract. Future contracts with any TPA must include these ASIs.	(a) Disagree. This recommendation will not be implemented by DHR as jurisdiction for this recommendation is with the CEO's Risk Management Division.
1.2 (b) The ASI amendments should direct Sedgwick adjusters to provide "point of entry" authorization for all firefighter WC claims for the remainder of the existing contract. Future contracts with any TPA must include these ASIs.	(b) Disagree. This recommendation will not be implemented by DHR as jurisdiction for this recommendation is with the CEO's Risk Management Division.
1.2 (c) The ASI amendments should include penalties for delays in claims caused by Sedgwick's claims handling that result in LACoFD having to use overtime staffing for the remainder of the existing contract. Future contracts with any TPA must include these ASIs.	(c) Disagree. This recommendation will not be implemented by DHR as jurisdiction for this recommendation is with the CEO's Risk Management Division.
1.3 The ASI amendments should authorize TPA adjusters to pay up to 25 percent more than the OMFS standard fees for doctors to treat firefighter patients in order to expedite treatment and recovery for the remainder of the existing contract. Future contracts with any TPA must include these ASIs.	Disagree. This recommendation will not be implemented by DHR as jurisdiction for this recommendation is with the CEO's Risk Management Division.
1.4 LACoFD should work with DHR to expand the contracted clinic network to expedite treatment for the most common firefighter injuries, particularly orthopedic injuries.	Partially Agree. This recommendation will not be implemented by DHR as jurisdiction for this recommendation is with the CEO's Risk Management Division.

1.6 (a) LACoFD should offer financially attractive buy-outs of LC 4850 benefits for firefighters who are permanently disable or forced by injuries into retirement. This would allow firefighters to retire and be replaced by permanent hires.	(a) Partially Disagree. This recommendation will not be implemented by DHR as jurisdiction for this recommendation is with the CEO's Risk Management Division.
1.6 (b) LACoFD should continue to offer frequent Academy classes in order to hire more recruits. This will reduce reliance on backfill overtime staffing.	(b) Partially agree. This recommendation will not be implemented by DHR as jurisdiction for this recommendation is with the LACoFD.
1.7 (a) LACoFD should make full use of CEO Risk Management's VCE to manage WC claims and its RTW program.	(a) Partially agree. This recommendation will not be implemented by DHR as jurisdiction for this recommendation is with the CEO's Risk Management Division.
1.7 (b) DHR should assist LACoFD by developing a comprehensive Disability Compliance Record module as part of VCE.	(b) Agree. This recommendation will be implemented in the coming weeks.
	DHR has developed a module dedicated to the tracking and management of disability compliance cases Countywide; this module was developed to integrate with and support the County's new framework for disability management and compliance across all departments. The module is currently in the final phase of user testing and will be rolled out for Countywide use in the next few weeks; the expectation will be that all departments, including the LACoFD, will use this module as the sole system of record for managing all their disability cases.
Internal Services – The Inmate Reception Cente	
Recommendations	Responses
6.1 The entire AJIS system must be replaced with a modern information system that utilizes data integration techniques. This will provide	The Internal Services Department (ISD) agrees with this recommendation. This recommendation will not be implemented by ISD as jurisdiction for this recommendation falls with the
SECURE, fast, accurate, and complete	LASD. ISD defers to the LASD's response.

information for the staff and managers, and provide fair and timely treatment for the inmates. Until the information system is modernized, the IRC will not be able to improve its performance significantly. All other improvements are dependent on putting in place a system that can interact with the similar systems of other relevant agencies, especially the Court.	LASD is actively involved with a vendor to initiate the replacement of the legacy AJIS system. The objective is to implement a contemporary system that aligns with current needs and requirements. A response to the BOS is pending the completion of a gap analysis. That analysis is expected to conclude in September 2023.
6.2 The County should develop an information system capable of receiving data and communications from the Court. It is imperative that these two systems communicate because a real time, interactive system will significantly decrease the time that inmates are held at the IRC.	ISD agrees with this recommendation. This recommendation will not be implemented by ISD as jurisdiction for this recommendation falls with the LASD. ISD defers to the LASD's response. It is imperative for LASD to incorporate communication interfaces as part of the system requirements. Collaboratively working with the Court to establish essential communication interfaces for their upcoming Tyler Odyssey system, scheduled to go live in November 2023, is critical.
6.3 Whether a new system is built in-house or contracted out, staff must be included in every step of the design, development, testing, and implementation. If staff needs are shortchanged, the project will suffer ongoing deficiencies, and the IRC will not see maximum improvement.	ISD agrees with this recommendation. This recommendation will not be implemented by ISD as jurisdiction for this recommendation falls with the LASD. ISD defers to the LASD's response. We recommend the formation of a project steering committee comprising key stakeholders from all business and technical sectors within the organization. Ensuring the participation of well-suited representatives at all organizational levels throughout each project phase will be instrumental in achieving success by effectively addressing business and technical requirements.
Mental Health – Aging Out: Transitional Aged Yo	
Recommendations	Responses
1.1 Ongoing meetings of the MDTs must be regularly scheduled, with mandatory	Agree. The recommendation has been implemented. DMH Personnel participate in the MDT meetings when we are in receipt of the invitation. It is not a meeting which we schedule

participation of departments, youth, foster	as a lead department but will participate and attend when the
parents, and other interested parties.	invitation is extended to us.
1.4 DMH should provide Cognitive Behavioral	Agree. The recommendation has been implemented. It is
Therapy in addition to all other therapy	important to clarify that our DMH Juvenile Justice Clinical Team
services.	members have and continue to provide CBT, DBT, and other
	therapeutic (such as Evidence-based, Promising, and/or
	Community-Defined) practices which are guided by the
	Prevention and Early Intervention Plan of the MHSA to TAY.
1.5 Each department should contribute to an	Agree. The recommendation has been implemented. DMH will
Individual Transition Plan. The Individual	continue to actively participate and contribute to the Individual
Transition Plan should be a collaborative effort	Transition Plans. DMH will readily accept invitations from DCFS
of all the involved departments, and the	or Probation to engage collaboratively in the process to develop
implementation should begin when the TAY	a cohesive plan.
reaches age 16. DCFS or Probation should	'
develop one cohesive plan which includes the	
desires of the youth for continuing their	
education/training and future goals. All	
agencies should ensure that TAYs and their	
foster parents participate in all meetings	
concerning the TAY's case. The departments	
must ensure that TAYs are given the	
opportunity to express themselves without fear	
of retribution.	
Mental Health – Have We M.E.T.?	
Recommendations	Responses
1.1 DPH/DHS/DMH/BOS should prioritize	Agree. This recommendation is in the process of being
recruitment of additional mental health	implemented. As directed by our BOS in the April 4, 2023,
clinicians. Among other possibilities additional	motion, "Incentivizing Hiring for Los Angeles County's Alternative
benefits, financial incentives, tuition	Crisis Response," Los Angeles County DMH is providing
reimbursements or student loan buy-outs, and	additional incentives to promote hiring licensed mental health
flexible schedules should all be explored.	clinicians for Field Intervention Teams, including co-response
	teams. These incentives include implementing and
	supplementing: sign-on bonuses, retention bonuses, field work
	bonuses, and increasing the pay for shift differentials.

1.2 (a) DMH/BOS should permit Mental Health Evaluation teams to use outside clinicians procured under contract from private companies, if DMH cannot provide sufficient personnel. Agencies should be reimbursed in whole or in part for such hires.	 DMH has implemented a loan repayment program and is adding Licensed Psychiatric Technicians to our stipend program to incentivize hiring. (a) Agree. This recommendation has been implemented. DMH posted a solicitation to increase the number of crisis teams in Los Angeles County to decrease the use of police. To date, providers have experienced difficulties hiring clinicians due to a national mental health clinician shortage.
1.2 (b) DMH/BOS should allow agencies to hire specially trained employees (non-certified, but equally qualified), in place of DMH employed mental health professionals, if DMH cannot provide sufficient personnel. Agencies should be reimbursed in whole or in part for such hires.	(b) Agree. This recommendation has been implemented. DMH hires non-licensed clinicians and provides them with the necessary training to fulfill the requirements of the Board of Behavioral Sciences.
1.4 (a) BOS/DMH/DPH/DHS should improve patient navigation services for recipients of emergency mental health services or allow agencies to provide their own patient navigation personnel to enable them to provide expanded services.	 (a) Agree. This recommendation has been implemented. In 2022, DMH implemented a pilot project known as Therapeutic Transportation, a collaborative with LACoFD to ensure that individuals who were experiencing a mental health crisis would get the services they needed in a more timely manner. The Therapeutic Transportation Teams included navigation and linkage of clients to requisite resources and mental health urgent care clinics as appropriate. Additionally, DMH has acquired vehicles that will allow mobile crisis teams to provide transportation rather than rely on ambulance, police, or fire. Mobile Crisis provides linkage not only to mental health but also to other social services to ensure clients' needs are met. Finally, DMH has implemented hospital navigation programs which serve to assist clients in their transition from emergency department and acute inpatient hospitalization. This program, which was piloted in Service Area 3, has decreased rehospitalization and improved access and linkage to outpatient follow-up care.

1.6 BOS/DMH/DHS/DPH should authorize the development and staffing of additional Psychiatric Urgent Care Centers (UCC) and Sobering Centers in key locations to help provide sufficient placements of mental health patients.	Agree. This recommendation has been implemented. DMH has authorized the addition of two additional youth UCCs to provide services to clients ages 3-12 years old (which has been a service gap) and is planning on adding an additional adult UCC in Service Area 7 (which has also been a service gap).
1.7 DMH/DPH/DHS and the BOS should substantially increase the number of rescue transport vehicles in service to promote additional opportunities for persons in need.	Agree. This recommendation has been implemented. DMH has acquired vehicles that will allow mobile crisis to provide transportation rather than rely on ambulance, police, or fire. Mobile Crisis provides crisis services, linkage to mental health services, housing, and other social services.
1.8 (a). Given the need for the construction of additional mental health campuses and permanent supportive care for mentally ill patients, the BOS and LACC should endeavor to fully support and participate in the Governor's efforts to provide construction funding and programs.	(a) Agree. This recommendation has been implemented. DMH applied for all eligible rounds of Behavioral Health Continuum Infrastructure Program (BHCIP) grant funds offered by the State and DMH supported community-based organizations applications for BHCIP. BHCIP funds were specifically available for expanding or building new bed capacity.
1.8 (b) In order to provide additional long- term mental health campuses, residential settings, and permanent supportive housing the BOS and LACC should prioritize acquiring, renovating, and opening mental health facilities.	(b) Agree. This recommendation has been implemented. DMH is exploring contracts with additional mental health facilities/providers to add residential treatment beds to the network. DMH recently received conditional funding to add a Crisis Stabilization Unit for children in the High Desert. DMH has received \$259M in Behavioral Health Bridge Housing (BHBH) funding to expand housing opportunities for individuals experiencing Serious Mental Illness (SMI) including prioritizing housing for CARE Court participants. DMH in collaboration with LACDA is distributing Community Care Expansion (CCE) funding that will allow for the rehabilitation of Adult Residential Facilities (ARF) and Residential Care Facilities for the Elderly (RCFE) and allow for additional operational subsidies to augment the limited funding provided by the state. DMH is also working with CEO to add a large subacute facility at the Los Angeles General Medical Center.

Probation – Aging Out: Transitional Aged Youth	
Recommendations	Responses
1.1 Ongoing meetings of the MDTs must be regularly scheduled, with mandatory participation of departments, youth, foster parents, and other interested parties.	Agree. The recommendation has been implemented. Probation routinely hold Child and Family Team (CFT) meetings for all probation placement youth and non-minor dependents (those in extended foster care). Foster parents are now legally known as "resource families" or "resource parents". Probation holds ongoing CFT Meetings which can include, but not limited to, service providers, trusted community members, professionals, and others with the goal of providing safety and stability for the identified youth. The CFT process uses a proven tool known as the Child and Adolescent Needs and Strengths (CANS) tool; the
	team works together to address any challenges the youth faces and to develop a plan for the youth's success. In Probation, the youth's resource families are mostly family members or sometimes non-related extended family members. The CFT Meeting process is detailed and prescribed and consistent with the California Department of Social Services Continuum of Care Reform pursuant to Assembly Bill 403 which provides the statutory and policy framework to ensure services and supports provided to the youth are tailored toward the ultimate goal of maintaining a stable permanent family.
1.2(a) DCFS, Probation and MDTs should carefully monitor the ages of Transitional Aged Youths (TAY) so as to make certain that TAYs are made fully aware of services available not only until they reach age 18, but also continuing, where appropriate and available, extending TAY transitional services to ages 21 or 24.	(a) Agree. The recommendation has been implemented. Probation actively monitors the age of Probation youth; youth are considered to be TAY starting at age 16 when they become eligible for Independent Living Program Services and extends to the 21st birthday. Probation also monitors 18-year-old youth in foster care settings, as they are eligible for extended foster care services until their 21st birthday. Probation ensures that Transitional Aged Youth 21 years old and older (to age 24) are not released without appropriate housing and supportive services. The youth's DPO of Record provides referrals and connections to county-wide and Service Planning Area (SPA)

	specific coordinated entry system agencies which provide a
 1.2(b) DCFS and Probation should ensure that the youth obtain a driver's license or California ID card, a birth certificate, social security card, medical card, and any other pertinent documents. DCFS and Probation should assist the youth to obtain public and privately funded services. DPSS should provide information to the TAY for general relief, CalWORKS, CalFresh, and MediCal. DPH should provide information to access medical services. DCFS and Probation should provide additional TAY services such as employment, housing, healthcare, and (for male TAYs age 18) registration with the Selective Service System. DCFS should provide training so the youth can open a bank account and apply for admission to colleges. 	range of housing and other supportive services. (b) Agree. This recommendation has been implemented. Probation ensures youth obtain all pertinent legal documents they will need to function and integrate into the community when they are released from Probation supervision. Ensuring youth receive these essential documents is part of the case management services provided by the DPO of Record. They are responsible for assisting youth with applying for and receiving either a driver's license or California Identification card, birth certificate or legal residency card, their medical card, and any other pertinent documents. They also ensure male TAY register with the Selective Service System as required. Each SPA has a designated housing coordinator. Probation actively works with the respective SPA housing coordinator to ensure no youth is released without having secured housing.
1.3 DCFS and Probation should provide training to foster parents or guardians of TAYs to educate them to the procedures, assistance and processes to effectively assist TAYs under their care during the transition period.	Agree. The recommendation has been implemented. Probation routinely provides training to resource families through the DPO of Record and the Probation's Youth Development Services' Independent Living Program (ILP) Transition Coordinator (TC). The TC provides information and support to Probation youth and their resource families. Resource families have access to the support services offered to the youth by the DPO of Record, a TC, and Resource DPO who supports foster youth directly and resource families with school related issues. The DPO of Record has the most contact with the resource families and thus provide ongoing training and coaching at each interaction. They ensure

	resource families are aware of the services available to them and
	the youth, and how to access them.
1.3 (a) DCFS or Probation should require foster parents to receive training and guidance as mandated by the MDT plans. Foster parents and court appointed educational advocates must participate in educational plans with school administration and/or community organizations.	(a) Agree. This recommendation has been implemented. Resource parents are required by Probation to receive training and guidance as mandated by the youth's CFT plan developed through the CFT meeting process. Resource parents are provided with support through the DPO of Record, ILP TC and a Foster Youth liaison at the youth's "home school", the school the youth return to in the community. Probation provides information and informal support to resource parents. The CFT process does not mandate school administrators to participate in CFT meetings, however, school officials are encouraged to do so and many commonly do participate.
1.3 (b) DCFS or Probation should provide foster parents with pertinent case history upon placement.	(b) Agree. This recommendation has been implemented. Probation consistently provides thorough and accurate information to resource families about the youth to be placed with them. Informing resource parents of the youth's case history better prepares them to care for and address the youth's needs. The DPO of Record is responsible for providing the pertinent case history. As previously noted, unlike DCFS youth, most Probation youth are placed with family members or non- related extended family members. Given their relationship, these resource families are more likely to know the youth's family and behavioral history, having followed the youth's court case. Regardless of the resource parents' knowledge of the youth, the DPO provides all relevant information to the resource parents prior to and upon placement.
1.5 Each department should contribute to an Individual Transition Plan. The Individual Transition Plan should be a collaborative effort of all the involved departments, and the implementation should begin when the TAY reaches age 16. DCFS or Probation should develop one cohesive plan which includes the	Agree. This recommendation has been implemented. Probation provides ongoing case planning and transition planning throughout the continuum of care and the CFT process. Through the CFT Meeting process, an individualized plan is developed which includes the youth's desire for continuing education or training and future goals. The youth's rights include deciding for themselves who receives information about their services and

desires of the youth for continuing their education/training and future goals. All agencies should ensure that TAYs and their foster parents participate in all meetings concerning the TAY's case. The departments must ensure that TAYs are given the opportunity to express themselves without fear of retribution.	other private information, consulting with their attorney before giving permission to release the information and seeking and or agreeing to treatment and services. Probation youth are encouraged and supported to speak their truth or express themselves without fear of retribution. Youth are encouraged to discuss their concerns with their DPO of Record. All youth are provided resources to file a complaint with Probation's Ombudsman's Office, and now the newly established Ombudspersons unit at the State's Office of Youth and Community Restoration (OYCR). If youth feel they have been retaliated against or if they have any other complaint and do not feel comfortable discussing it with their DPO, they are provided with these resources and information to file a complaint with either or both Ombudsman' Offices.
Probation – Juvenile Justice CYA	
Recommendations	Responses
1.1 The Probation Department, in conjunction with the Department of Juvenile Justice and the Board of Supervisors, shall develop a system for managing juvenile offenders which recognizes and facilitates the care and rehabilitation of juvenile offenders.	Agree. The recommendation has been implemented. Probation currently has a Behavioral Management Program (BMP). However, Probation is in the process of enhancing the BMP to align with industry standards and research best practices. The BMP manual is completed, and training materials are being finalized. Probation plans on implementing the newly enhanced BMP in September 2023.
	The BMP is an integrated approach to behavior modification designed to effect positive behavioral change in a relatively short period of time. The BMP allows youth to earn points and privileges as they demonstrate skillful behavior in their daily activities and applies proportional consequences to decrease the likelihood of negative behavior. The focus and activities in the halls are geared towards personal growth and youth development. Each aspect of the facility operation (mealtimes, school, recreation, programming, etc.), provides opportunities for staff to structure the environment, describe behaviors that

	they expect to see, and create opportunities for youth to demonstrate these behaviors and be recognized for them. The BMP includes progressive levels that allow staff and youth to see and measure growth. Youth earn access to greater independence, opportunities, and privileges as they demonstrate positive behavior throughout their stay in juvenile hall. Every interaction that occurs in the program is viewed as an opportunity to work with youth and to support staff to create an environment that encourages positive behavior, discourages inappropriate behavior, and where new skills are taught and modeled for youth.
1.2 (a) The leaking steam-vent issue at Central Juvenile Hall must be addressed immediately, as it constitutes a serious hazard to the incarcerated juveniles.	(a) Agree. The recommendation will be implemented during FY 2023-24. Probation continues a collaborative partnership with the DPW, the DHS, and USC University Hospital to address the steam leaks and the challenges those leaks produce. This collaboration has involved site walk-throughs and discussions of various options for routing and replacement of the aged pipe system and various mechanical components. A collaborative decision was made to pursue the best solution; the solution designs and associated cost estimates will solidify during FY 2023-24. These estimates include timeframes for an anticipated competitive solicitation, approvals needed from the BOS, permitting, and construction.
1.2 (b) The County must immediately begin substantial physical renovation of both the Central and Nidorf juvenile facilities to make those facilities acceptably habitable for youthful offenders.	(b) Agree. The recommendation has been partially-implemented as the renovation is currently ongoing. The County has allocated funds to make substantial physical renovations to both Central and Barry J. Nidorf Juvenile Halls. The County contracted an architectural firm to conduct a study and make recommendations on improving the structures. The recommended renovations are underway to make the necessary upgrades to the dilapidated buildings, as well as, to transform the living units into a homelike environment, create outdoor spaces, and transform the facility to be consistent with the goals of Youth Justice Reimagined.

1.2 (c) The County must find some alternative facility in which to house juvenile offenders until such renovations can be achieved.	(c) Agree. The recommendation has been implemented. The County invested the necessary resources to ensure an alternate facility was renovated and approved by the California Board of State and Community Corrections (BSCC) to ensure it met the Title 15 minimum standards for local detention facilities. Prejudicated juvenile offenders are being relocated to the newly reopened Los Padrinos Juvenile Hall which had been closed since 2017. This was accomplished through a collaborative effort among Probation, the DPW, ISD, consultants, and contractors working around the clock to prepare Los Padrinos to house all pre-adjudicated youth by July 23, 2023.
1.3 Allotment of funds must be a top priority. An immediate large-scale financial investment in the juvenile justice system is required to provide adequate facilities and services for the juveniles detained	Agree. The recommendation has been implemented with existing resources. The County has invested in the juvenile justice system by allotting targeted funds to update, renovate and redesign probation facilities. The goal is to create a "home like" environment with healing and rehabilitative spaces, as prescribed in Youth Justice Reimagined. In addition, Probation has committed funding for programs and services which will be administered through Probation, the Department of Youth Development, other county departments, and contracted community-based organizations. Probation is currently developing a comprehensive program and recreation plan for the pre-adjudicated youth, and the Juvenile Justice Coordinating Council – Juvenile Justice Realignment Block Grant (JJCC-JJRBG) Subcommittee will develop the program and services plan for the Secure Youth Treatment Facility (SYTF) population.
1.4 The Probation department must institute or upgrade programs that encourage incarcerated juveniles to become aware, and to understand, that there are consequences for inappropriate behavior, whether in or out of detention facilities.	Agree. The recommendation has been implemented. Probation is committed to implementing programs that are evidenced-based, in which research supports the identified intervention and has positive outcomes for youth. There are programs and services currently offered in the juvenile halls by Probation, other county departments, and contracted community-based organizations; however, Probation is developing a comprehensive program and recreation plan for the

	juvenile institutions which will encourage youth to be aware and understand there are consequences for inappropriate behavior.
	These programs will support and be integrated into the
	established BMP. In addition, Credible Messengers that are
	embedded in the halls, will support staff and reinforce the view
1.5 Probation officers and custody officers	that there are consequences for inappropriate behavior. Agree. The recommendation will be implemented upon further
assigned to juvenile facilities must be provided	research on protective gear options for detention personnel.
with safety or protective gear to ensure their	Probation is eliminating the use of Oleoresin Capsicum (OC)
personal safety. The gear must be inventoried and restocked as appropriate.	Spray (pepper spray) which was a tool used to control, restrain, or subdue imminent or actual violent behavior by the youth if such behavior presented a clear danger. It was not used for
	punishment, retaliation or for disciplinary purposes. Given the
	elimination of OC Spray, Probation is researching alternatives
	and other tools that can be used when a detention staff is
	confronted with violent youth offenders. Because safety and security are paramount and OC Spray is not an option, Probation
	is exploring the use of "stab vests" for Detention Services
	Officers and other Probation staff who work directly with the
	youth. Probation expects to complete its research and procure
	safety or protective gear during
1.6. A new set of rules must be developed by	FY 2023–24. Agree. This recommendation has been implemented. As
the Probation Department that will provide	previously noted, Probation has a BMP that is being enhanced to
consequences and accountability for juvenile	ensure consequences and accountability are clearly articulated.
offenders when they misbehave or act out, and	The California Department of Justice Memorandum of Agreement
that can be enforced without violating the	(Cal DOJ MOU) requires the Monitoring Team to approve the
rights of the juveniles.	BMP to ensure it contained the components consistent with evidence-based practices and did not violate youths' rights. The
	enhanced BMP was approved by the Monitoring Team as
	required by the Cal DOJ MOU. In addition, youth are provided
	information on their rights during their orientation and there are Youth Rights posters throughout the facility.

1.7 (a) The County must provide opportunities for juvenile offenders to be rehabilitated and educated while detained. These programs must include mandatory educational programs (up to high school graduation or GED level) and career training options.	(a) Agree. The recommendation has been implemented. The Los Angeles County Office of Education (LACOE) provides a comprehensive education program that builds students' academic skills through courses where they can earn the credits required for a high school diploma. Students are provided with school counseling and transition supports. Qualifying students may also prepare for and earn a high school equivalency
1.7 (b) Advanced educational programs, career training, enrichment programs (such as art and music), and physical activities should be provided and encouraged.	 certificate through the HiSet examination. (b) Agree. The recommendation has been implemented. Probation youth who have earned a high school diploma or GED are provided with advanced educational and career training opportunities, including taking college courses, earning a Cal-OSHA certificate, or participating in Probation's youth employment program. Regarding physical activities, youth receive at least one hour daily of recreation time and are encouraged to engage in physical activities.
	Probation operates the nation's largest college program in a juvenile justice setting. This year-round program provides students in juvenile halls and camps with an opportunity to earn transferable college credits while in Probation's care. Students are provided with the necessary tools to succeed in the program including textbooks, access to technology and academic support. Our largest post-secondary partner is the Los Angeles Mission College. We also offer college courses in collaboration with East Los Angeles College, Trade Tech, and the University of California Los Angeles (UCLA). The Cal-OSHA certification involves completing a 10-hour OSHA course in a variety of career fields. These courses are designed to improve workplace safety, compliance, and risk management. With the Department of Economic Opportunity (DEO), Probation youth who have earned a high school diploma or GED have an opportunity to gain valuable work experience and earn a paycheck through Probation's Youth Employment Program. Students in the

	program participate in paid Personal Enrichment Training where they learn valuable employment and financial literacy skills.
1.8 Twenty-four hour on-site counseling and mental health care, and on-going family reunification services, must be made available to juveniles detained at all juvenile halls and camps.	Partially agree as not all services are provided 24/7 onsite. This recommendation has been partially implemented. Probation staff are available 24 hours a day onsite to counsel youth and provide ongoing family reunification services such as facilitating telephone calls, family visits and supporting family reunification efforts identified in the youth's individualized treatment plans. DMH provides on-site clinicians at each facility from 6:00 am to 10:00 pm, during the youth's waking hours. After hours, a licensed mental health care provider is available by telephone for staff to consult with and/or assess for a psychiatric hold.
1.9 (a) Probation officers and staff members must be educated to treat even violence-prone juvenile offenders with respect and tolerance without putting anyone at risk of harm.	(a) Agree. The recommendation has been implemented. Probation staff receive training covering a variety of topics addressing how to work with violent prone juvenile offenders and to treat them with respect and tolerance without putting anyone at risk of harm. Probation employees receive training on, including but not limited to de-escalation, physical intervention, trauma informed care, and motivational interviewing techniques.
1.9 (b) Violence-prone juvenile offenders must be educated/counseled to understand that accountability will be imposed and that there will be consequences for bad actions while detained.	(b) Agree. This recommendation has been implemented. As previously noted, Probation is developing a BMP that encompasses educating detained youth on accountability and consequences for violent and inappropriate behavior. In addition, Probation is utilizing Credible Messengers to educate and counsel youth. Credible Messengers are defined as natural leaders who have successfully navigated their own prior involvement in the justice system, share similar life experiences with the current justice involved youth, and are poised to have a transformative impact. Their objectives include to promote youth development and healing, support and strengthen all facility staff through co-training and collaboration to ensure safety and security within a facility and increase the efficacy of overall practices and programming. Credible Messengers will

	receive the BMP training to further reinforce the recommendation of educating and counseling youth that accountability will be imposed and there will be consequences for bad actions while detained.
1.10 (a) Probation and custody officer staffing problems at juvenile facilities must be addressed and appropriate hiring implemented, along with increased training programs for new hires. This is a major issue.	(a) Agree. This recommendation has been implemented. The staffing problems are being addressed through a myriad of approaches which include aggressive recruitment efforts, providing monetary incentives for sworn staff not currently assigned to the juvenile halls to work overtime in the halls, conducting in person door knocks to encourage staff to return to work, and mandatory deployments. Training is essential for the proper care and custody of our youth and for everyone's overall safety. As such, Probation's Training Center adjusted its training of new hires to better prepare them for the job and to improve retention. New hires are now being integrated into the halls during their academy training; Academy cadets are trained not only at the Probation Training Center, but they receive training at the halls themselves, spending time on a unit and shadowing existing staff, while being exposed to real life situations they can present to the trainers for additional learning opportunities.
1.10 (b) Probation and custody officers must be trained to recognize emerging problems and to take appropriate actions to defuse potentially violent situations.	(b) Agree. The recommendation has been implemented. Probation provides training to detention staff on active supervision, de-escalation, and physical intervention techniques. These trainings provide the skills to observe and identify problematic behaviors, how to prevent the escalation of the negative behavior, and how to physically intervene to stop the behavior. Probation recognizes the need for more robust self-defense training since the elimination of OC Spray; more self-defense techniques will be incorporated into the physical intervention trainings in the next training year.
1.10 (c) Counseling, mental health services, and wellness programs should be instituted for	(c) Agree. This recommendation has been implemented. Probation provides referrals to support services to staff members

probation officers and staff members who are not coming in to work because of injuries, stress and other management issues.	who are not coming to work because of injuries, stress, and other management or personal issues. These wellness programs include a Peer Support program developed and managed by Probation, the Employee Assistance Program (EAP) administered by the County's DHR, and Probation Support Services (PSS), and Probation's own contract for therapeutic support services. These wellness programs are not only available to employees not coming to work, but any employee needing counseling, mental health, or a wellness program have access to these options.
1.11 Probation and custody officers must be given additional and ongoing training to enable them to handle juveniles who act up or act out with physical violence.	Agree. The recommendation is being implemented. Probation recognizes the changing population of youth being detained; they are entering with higher risk factors and having higher needs. In addition, the Secure Youth Treatment Facility (SYTF) youth need a higher level of care. During FY 2023-2024 Probation is enhancing its training on de-escalation strategies and physical intervention techniques and will be expanding training on self-defense techniques to address this population.
Public Health – Aging Out: Transitional Aged You	uth
Recommendation	Response
1.2 (b) Department of Children and Family Services (DCFS) and Probation should ensure that the youth obtain a driver's license or California ID card, a birth certificate, social security card, medical card, and any other pertinent documents.	(b) Agree. This recommendation has been implemented. Currently, DPH's role in this process is to ensure that other entities within the child welfare system, like DCFS, Probation and the Courts, have adequate medical access information that they can share with their transition-aged clients.
DCFS and Probation should assist the youth to obtain public and privately funded services. Department of Public Social Services (DPSS) should provide information to the Transitional Aged Youth (TAY) for general relief, CalWORKS, CalFresh, and MediCal. Department of Public Health (DPH) should	When DPH begins implementing Enhanced Care Management for TAY in the child welfare system, we will be able to deliver medical access information directly to clients. We anticipate the implementation to begin before the end of FY23-24.

DCFS and Probation should provide additional TAY services such as employment, housing, healthcare, and (for male TAYs age 18) registration with the Selective Service System. DCFS should provide training so the youth can open a bank account and apply for admission to colleges. Public Health – Have We M.E.T.?	
Recommendations	Responses
1.1 DPH/DHS/DMH/BOS should prioritize recruitment of additional mental health clinicians. Among other possibilities additional benefits, financial incentives, tuition reimbursements or student loan buy-outs, and flexible schedules should all be explored.	Agree. This recommendation has been implemented. Please note that the mental health clinicians at the Department of Public Health Division of Substance Abuse Prevention and Control (DPH-SAPC) do not perform direct service work. This is because DPH-SAPC contracts out all of its services, so the recruitment of mental health clinicians is primarily to support community-based substance use disorder (SUD) services through the administrative clinical staff at DPH-SAPC. DPH-SAPC has been hiring mental health clinicians and prioritizing those hires. Additionally, DPH operates Student Wellbeing Centers at school sites across LA County (39 at the moment). These centers create a safe space on school campuses where students can receive health affirming services and support the need to lead healthy lives. At many centers, staff see a high number of students seeking mental health supports in the school system and the local community. However, many LA schools are understaffed in counseling support which can lead to long delays for students seeking mental health services. School districts should also be encouraged to prioritize hiring mental health clinicians.

1.4 (a) BOS/DMH/DPH/DHS should improve patient navigation services for recipients of emergency mental health services or allow agencies to provide their own patient navigation personnel to enable them to provide expanded services.	 (a) Partially agree. This recommendation has been partially implemented as only a small component of the jurisdiction for emergency mental health services falls to DPH. DPH-SAPC has been coordinating with DMH and continues to strengthen our partnership to ensure that people with a SUD served by their emergency mental health services are able to be transitioned and navigated to community-based SUD treatment. Additionally, DPH-SAPC has also been expanding its Client Engagement and Navigation Services to support client transition and navigation to SUD services.
1.6 BOS/DMH/DHS/DPH should authorize the development and staffing of additional Psychiatric Urgent Care Centers and Sobering Centers in key locations to help provide sufficient placements of mental health patients.	Agree. This recommendation is being implemented. While DPH does not have jurisdiction over Psychiatric Urgent Care Centers, DPH-SAPC does contract for sobering center services at the MLK Behavioral Health Center (MLK BHC). Despite expanded outreach and engagement with the MLK Community Hospital and local partners, these services are under-utilized. DPH-SAPC is seeking an alternate destination site designation so that first responders can drop off clients at the sobering center at MLK BHC to increase the volume of people served. DPH-SAPC is also ensuring that services offered at sobering centers appeal to individuals that may be looking for harm reduction opportunities. DPH-SAPC also already has contracted agencies that are expanding sobering center services and these sobering center services will be contracted between the community-based organization and managed care plans offering funding for sobering centers under the Community Services option of CalAIM. This will result in additional sobering center services that will not require capital investments and will be managed outside DPH-SAPC.
1.7 DMH/DPH/DHS and the BOS should substantially increase the number of rescue transport vehicles in service to promote additional opportunities for persons in need.	Disagree. This recommendation will not be implemented as jurisdiction for the implementation of this recommendation falls outside DPH, as it is not responsible for rescue transport vehicles.

 1.8 (a) Given the need for the construction of additional mental health campuses and permanent supportive care for mentally ill patients, the BOS and LACC should endeavor to fully support and participate in the Governor's efforts to provide construction funding and programs. 1.8 (b) In order to provide additional long-term mental health campuses, residential settings, and permanent supportive housing the BOS and LACC should prioritize acquiring, renovating, and opening mental health facilities. 	 (a) Partially Disagree. This recommendation will not be implemented as jurisdiction falls outside of DPH. We would suggest that the County's support for funding for construction and programs from the State also highlight the importance of the County participating in allocation decisions over those funding awards. While opportunities such as the Behavioral Health Continuum Infrastructure Program (BHCIP) have been helpful, decision-making for BHCIP awards was entirely held by the State, while the County is in an ideal position to know what local capital investments are needed to address local needs. (b) Partially disagree. This recommendation will not be implemented as jurisdiction for the falls outside DPH. Rather than just focusing on expanding mental health capacity, we would suggest broadening the focus of this recommendation to behavioral health capacity or "mental health and substance use" capacity so that SUD capacity is not excluded. Further, it is important to recognize that expanding SUD capacity may not always require investments in capital, since DPH-SAPC's services are entirely contracted out, but may instead require more funding and investments to support the expansion of contracted community-based SUD services.
Public Health – Zero Emissions and Air Quality M	Ionitoring
Recommendations	Responses
1.6 This committee supports the option of green hydrogen, but recommends that the exposure of nitrous oxide pollution be identified and eliminated in its energy applications.	Disagree. This recommendation will not be implemented as jurisdiction falls outside DPH. Green hydrogen is produced using renewable energy. Once the hydrogen is produced, it can be used to generate carbon-free electricity through fuel cells or combustion turbines. When hydrogen is used in fuel cells, the byproducts are heat and water vapor. However, hydrogen can also be combusted like gas to produce electricity, which creates water vapor and nitrous oxide byproducts. Nitrous oxide emissions from fired combustion equipment are regulated by the Air Quality Management District (AQMD).

Air Quality Management Districts (AQMD). 1.8 (a) Schools, county/city public agencies/buildings, and commercial offices should be retrofitted with energy efficient systems, thereby modeling consistent ZE goals and practices. Disagree. This recommendation will not be implemented as jurisdiction falls outside DPH. (b) Construction building codes should reflect ZE goals. Disagree. This recommendation will not be implemented as jurisdiction falls outside DPH. 1.9 In order to comply with Senate Bill (SB) 1383, separating food waste from regular garbage disposal into green collection bins and its collection needs to be closely monitored. Disagree. This recommendation will not be implemented as jurisdiction falls outside DPH. 1.10 Each Los Angeles Sanitation District should publish updated reports on their community's adherence to SB 1383. Disagree. This recommendation will not be implemented as jurisdiction falls outside DPH. The Los Angeles County Sanitation Districts are a public agency consisting of 24 independent specie districts that operate independently of Los Angeles County Government. Public Social Services – Aging Out: Transitional Aged Youth Recommendation Response 1.2 (b) DCFS and Probation should ensure that the youth obtain a driver's license or California The Recommendation will be implemented within six months in	1.7 Nither and the second to the second state of the second state	
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ŽE goals.1.9 In order to comply with Senate Bill (SB)1383, separating food waste from regulargarbage disposal into green collection bins andits collection needs to be closely monitored.1.10 Each Los Angeles Sanitation Districtshould publish updated reports on theircommunity's adherence to SB 1383.Public Social Services – Aging Out: Transitional Aged YouthRecommendation1.2 (b) DCFS and Probation should ensure thatthe youth obtain a driver's license or California	agencies/buildings, and commercial offices should be retrofitted with energy efficient systems, thereby modeling consistent ZE goals	U U U U U U U U U U U U U U U U U U U
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RecommendationResponse1.2 (b) DCFS and Probation should ensure that the youth obtain a driver's license or California(b) The Department agrees and supports this recommendation. The Recommendation will be implemented within six months in	should publish updated reports on their	jurisdiction falls outside DPH. The Los Angeles County Sanitation Districts are a public agency consisting of 24 independent special districts that operate independently of Los Angeles County
1.2 (b) DCFS and Probation should ensure that the youth obtain a driver's license or California The Recommendation will be implemented within six months in	Public Social Services – Aging Out: Transitional	Aged Youth
the youth obtain a driver's license or California The Recommendation will be implemented within six months in		Response
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	ID card, a birth certificate, social security card,	collaboration with the DCFS and the Probation Department to
	, , , , , , , , , , , , , , , , , , ,	provide the TAY population with information on how to apply for
documents. General Relief, CalWORKs, CalFresh, and Medi-Cal services.	documents.	
Additionally, we will provide DCFS and Probation with outreach		5
DCFS and Probation should assist the youth to material on departmental programs and services.	5	material on departmental programs and services.
obtain public and privately funded services.	obtain public and privately funded services.	

Department of Public Social Services (DPSS) should provide information to the TAY for general relief, CalWORKS, CalFresh, and MediCal. DPH should provide information to access medical services. DCFS and Probation should provide additional TAY services such as employment, housing, healthcare, and (for male TAYs age 18) registration with the Selective Service System. DCFS should provide training so the youth can open a bank account, and apply for admission to colleges.	
Public Works – Storm Water Capture and Waste	
Recommendations	Responses
1.1 LACFCD should continue to capture stormwater.	Agree. The recommendation is currently being implemented and is a crucial part of the Los Angeles County Flood Control District's (LACFCD) mission. In current Water Year 2022-23, LACFCD has captured over 180 billion gallons of stormwater (the equivalent supply for over 4.4 million LA County residents for one year), which represents over 276 percent of the annual average capture.
1.2 LACFCD should operate facilities to maximize stormwater capture and water conservation.	Agree. The recommendation is currently being implemented through day-to-day operational efficiencies, annual and adaptively managed maintenance routines, and strategic long- term planning.
1.3 LACFCD should continue to evaluate increased reservoir storage opportunities.	Agree. The recommendation is currently being implemented through the LACFCD's ongoing and planned reservoir restoration projects to remove accumulated sediment and/or to maintain/enhance storage capacity at its dams.
1.4 LACFCD should conduct a study to identify unused/under-utilized areas conducive to groundwater recharge and prepare a priority list for purchase and development of same.	Agree. The recommendation is currently being implemented. Multiple studies (some of them under the umbrella of the Safe Clean Water Program's regional Scientific Studies Program) are already underway to identify and analyze unused or under-

	utilized areas conducive to groundwater recharge. These studies, along with the LACFCD's Metric and Monitoring Study, are anticipated to be used to help develop watershed scale planning documents and recommendations. The resulting recommendations could help inform potential project applicants of areas of need and opportunity (including prioritizing projects that maximize water supply benefits) as well as support Watershed Area Steering Committees' development of Stormwater Investment Plans.
1.6 LACFCD should review the application process for Measure W funding (primarily the feasibility report) to see if revisions can be made to simplify the application while still ensuring fiscal responsibility.	Agree. The recommendation will be implemented and is anticipated to completed by December 31, 2023. The application process for Measure W, also known as the Safe, Clean Water Program (SCWP) Regional Program, is designed to be robust (to ensure good stewardship of the substantial investments involved) and is also intended to be adaptively managed. Processes are already in place to provide technical assistance to individuals or organizations who may lack expertise in the Program. Furthermore, upgrades to the Program's online portal occur annually to continue to help streamline the application process to ensure that even those without specialized expertise can effectively navigate the process or access the necessary help to do so. Additional evaluation is also in progress as part of the SCWP Biennial Progress Report development process, including a survey of all applicants following the July 31st close of the current Call for Projects.
1.7 LACFCD should prepare a presentation for school districts and Parent Teacher Associations extolling the environmental benefits of green space and semi-permeable pavements.	Agree. The recommendation will be implemented and is anticipated to be completed by late 2024 due to the extensive level of engagement and development required to establish the desired suite of broader educational components most effectively. Green space and permeable pavements are indeed important aspects of the multi-benefit SCWP. Within the SCWP, the development of upcoming school education programs is currently underway and is anticipated to include materials/programs for school curriculum that could also be

1.8 LACFCD should make their aerial photographs available to cities, other County agencies, and Non-Governmental Organizations for their use in identifying opportunities for creating or rehabilitating green space.	shared with school districts and Parent Teacher Associations. The LACFCD recognizes the value of incorporating input and feedback from diverse stakeholders as part of that effort, as well as the broader range of other education initiatives associated with the SCWP and is committed to adaptively managing these subprograms. Education materials are therefore intended to represent all goals and priorities of the SCWP and creation of green space or permeable areas is often already part of the nature-based solutions built into a multi-benefit stormwater capture projects funded by the SCWP. Agree. The recommendation has been implemented. Elements of the SCWP use data from the LA Region Imagery Acquisition Consortium (LARIAC). The LARIAC is a multi-jurisdictional purchasing arrangement that enables participating local governments and agencies to benefit from combined economies of scale to acquire high-definition aerial data efficiently and cost- effectively. Certain data from the LARIAC is subject to licensing restrictions and cannot be shared by LACFCD. However, the existing SCWP Spatial Data Library serves as a comprehensive repository containing a diverse range of location-based data and aerial imagery that is already publicly available for use in identifying overarshing project on parturpities. In addition to
	identifying overarching project opportunities. In addition to
	aerial photographs, the library includes (but is not limited to):i. Existing SCWP-Funded Projects
	ii. Hydrogeologic Forebays
	iii. Groundwater Basins
	iv. Water Quality Data
	v. Water Treatment Plants and LACFCD Facilities
	vi. Community Characteristics
	vii. Political and Management Boundaries
	This information supports cities, County agencies, Non-
	Governmental Organizations (NGOs), and anyone else in making

	well-informed decisions related to opportunities for creating or rehabilitating green spaces.
1.9 LACDPW should establish a committee to study and identify potential users of recycled wastewater (industry, commercial nurseries/growers, regional and local parks, etc.). Committee to include, at a minimum, representatives of the City of Los Angeles, the City of Long Beach, and the Sanitation Districts of Los Angeles County.	Agree. The recommendation will be implemented and is anticipated to be completed by late 2024 due to the extensive level of collaboration with other water agencies and stakeholders that is required for the efforts described below, as well as necessary approvals from the BOS Recognizing the new climate reality and the need to be thoughtful stewards of future water supplies, the BOS envisioned and directed the development of a Countywide water plan focused on collaborative management of Los Angeles County's water resources.
	The draft County Water Plan focuses on leveraging local resource development like maximizing recycled water through agency-led projects like those mentioned above and the Safe, Clean Water Program. To avoid duplication of efforts and to maximize efficiency, the BOS will continue to utilize the County Water Plan framework to work with recycled water agencies to accomplish the goals of the Plan through facilitation of partnerships and information-sharing between agencies, including the support of existing efforts related to planned regional recycled water programs.
1.10 LACDPW should develop a master plan to distribute recycled wastewater (purple water) throughout the County.	Agree. The recommendation will be implemented and is anticipated to be completed by late 2024 due to the extensive level of collaboration with other water agencies and stakeholders that is required for the efforts described below, as well as necessary approvals from the BOS. Significant recycled water programs are being spearheaded by agencies including the City of Los Angeles, Metropolitan Water District of Southern California, Los Angeles County Sanitation Districts, Las Virgenes Municipal Water District, and Santa Clarita Valley Water District. The County Water Plan team will be building off the work these agencies are doing to further regional collaboration that has already begun through these programs.

Regional Planning – Zero Emissions and Air Qua	lity Monitoring
Recommendations	Responses
1.6 This committee supports the option of green hydrogen, but recommends that the exposure of nitrous oxide pollution be identified and eliminated in its energy applications.	Disagree. This recommendation will not be implemented as jurisdiction for implementation of this recommendation falls outside County Planning. Green hydrogen is produced using renewable energy. Once the hydrogen is produced, it can be used to generate carbon-free electricity through fuel cells or combustion turbines. When hydrogen is used in fuel cells, the byproducts are heat and water vapor. However, hydrogen can also be combusted like gas to produce electricity, which creates water vapor and nitrogen oxide byproducts.
	Nitrogen oxide emissions from fired combustion equipment are regulated by the AQMD, of which there are two that cover the County: Antelope Valley AQMD and South Coast AQMD. All owners and operators of equipment or facilities that may emit nitrogen oxide must meet AQMD permitting requirements and not exceed established emissions thresholds.
1.7 Nitrous oxides need to be contained during hydrogen production operations.	See response above for Recommendation No. 1.6.
 1.8 (a) Schools, county/city public agencies/buildings, and commercial offices should be retrofitted with energy efficient systems, thereby modeling consistent ZE goals and practices. (b) Construction building codes should reflect ZE goals. 	(a) Agree. This recommendation requires further exploration to be completed by November 2023 The BOS issued a motion on March 15, 2022 titled, "Ensuring the Equitable Decarbonization of Buildings," directing multiple County departments including the CSO and DPW in partnership with the CEO and Department of Regional Planning to reduce local air pollution and global climate change effects from building emissions. A coordinated effort is pending to develop recommendations for an ordinance or building code changes that would phase out decarbonize all new residential and commercial construction and substantial renovations. The recommendations are currently scheduled to be submitted to the BOS for their consideration in November 2023.

1.9 In order to comply with SB 1383,	Disagree. This recommendation will not be implemented as
separating food waste from regular garbage disposal into green collection bins and its	jurisdiction for implementation of this recommendation falls outside County Planning. The BOS adopted the Zero Waste Plan
collection needs to be closely monitored.	on September 13, 2022, which outlines strategies and initiatives
	to reduce the amount of waste going to landfills and the
	greenhouse gas emissions created by landfill waste. The County
	has been amending existing waste collection contracts and
	developing new contracts to include mandatory organic waste
	collection service to all residents and businesses. The County
	also prepared an Organic Waste Disposal Reduction Ordinance
	adopted by the BOS in November 2021 to ensure the organic
	waste collection service is being utilized. The Sustainable Waste
	and Recycling Management subcommittee developed under the
	Infrastructure LA Workgroup meets quarterly to discuss issues
	related to solid waste infrastructure and SB 1383
	implementation. The County continues to conduct outreach by
	using existing and developing new outreach material to help educate residents and businesses on how to comply with SB
	1383.
1.10 Each Los Angeles Sanitation District	Disagree. This recommendation will not be implemented as
should publish updated reports on their	jurisdiction for implementation of this recommendation falls
community's adherence to SB 1383.	outside County Planning. The County supports transparency and
	encourages all public agencies to make information publicly
	available. The Los Angeles County Sanitation Districts (LACSD) is
	a public agency independent of the County government
	consisting of a confederation of 24 special districts. They publish
	annual reports on collective progress on wastewater and trash
	management. Reports can be accessed here:
	https://www.lacsd.org/about-us/who-we-are/annual-reports.
	Information on LACSD's process of food waste recycling to meet SB 1383 can be found here:
	https://www.lacsd.org/services/solid-waste-programs/food-
	waste-recycling.
Registrar Recorder/County Clerk – Election Oper	

Recommendations	Responses
1.1 Reduce staffing early on in the election cycle. We believe this recommendation is already in progress, and should continue to be implemented.	Agree. This recommendation is in the process of being implemented. The number of staff is one of the foundational elements we take into account when determining staffing levels at Vote Centers. The number of staff assigned to a Vote Center is primarily determined by the size of the location and the number of devices. In addition, there are other important considerations for ensuring our staffing plan complies with legally required service levels. Specifically, around maintaining multilingual support in communities where those services are needed. The Department provides assistance in 19 languages. In addition, our staffing levels ensure our ability to provide curbside voting services to voters with disabilities who are physically unable to vote inside the Vote Center. Our office has implemented a staffing system where we ramp up our Vote Center staffing levels as we get into the last few days of the voting period and for Election Day when we observe the highest levels of turnout. Staffing levels are reassessed after every election to make our future elections more efficient.
1.3 Consolidate some poll worker positions to reduce staffing early in the election cycle.	Partially agree. This recommendation is in the process of being implemented. There are currently three Election Worker positions used in Los Angeles County, they are Vote Center Lead, Assistant Lead, and Clerk. These positions are cross-trained on a variety of tasks performed at a Vote Center which includes but is not limited to checking in voters, assisting voters, answering questions, receiving ballots, and providing replacement envelopes. Election Workers are given opportunities to learn the various tasks during the early voting period in preparation for the last few days of voting and Election Day. Our Safe Election Plan has been updated as COVID-19 has become endemic and our Election Worker responsibilities will be updated accordingly.

1.4 Schedule in-person training closer in time to elections.	Disagree. This recommendation will not be implemented because it is not reasonable. The Department trains over 12,000 Election Workers for a countywide election. Given the scale required for a countywide election, we have to begin training election workers up to two months before an election. This training takes place over approximately 10 weeks and nearly 1,000 training sessions. In addition, we have to accommodate the logistics of scheduling Election Workers for training and tracking the completion. Our schedule is designed to provide Election Workers with options to increase their participation in the training. It also allows us to reschedule Election Workers if we have no-shows or other reason that prevents them from attending training. The Department also conducts virtual and online training as a supplement to the in-person training. These additional trainings
	serve as a refresher course for Election Workers and also are a more focused session on a specific topic such as Conditional Voter Registration. We measure the effectiveness of our training through a variety of performance metrics and a survey provided to our Election Workers.
1.5 Allow poll workers to repeat in-person training or provide a recorded session to Vote Center workers.	Partially agree. This recommendation has been implemented. The Department conducts virtual and online training as a supplement to the in-person training. These additional trainings serve as a refresher course for Election Workers and also are a more focused session on a specific topic such as Conditional Voter Registration. There is no restriction on the number of times an Election Worker can attend online or virtual training. We measure the effectiveness of our training through a variety of performance metrics and a survey provided to our Election Workers.
	The Department trains over 12,000 Election Workers for a countywide election. This training takes place over

	approximately 10 weeks and nearly 1,000 training sessions. The priority is to get all Election Workers trained in time for the election. Allowing Election Workers to attend more than once would require a capacity larger than what we currently have. This recommendation would require a longer election worker training schedule and could increase costs to provide more trainers and classes.
1.6 Split the eight-hour, in-person training for LA County poll workers into two four-hour sessions.	Disagree. This recommendation will not be implemented because it is not reasonable. The Department trains over 12,000 Election Workers for a countywide election. This recommendation would double the number of days required to train an Election Worker. There is a logistical impact on the scheduling of Election Workers and tracking of completion. In addition, it could increase the frequency of no-shows and increase the amount of training that needs to be rescheduled. We measure the effectiveness of our training through a variety of performance metrics and a survey provided to our Election Workers.
1.7 Continue marketing efforts with other jurisdictions for VSAP software to offset development costs.	Partially agree. This recommendation is in the process of being implemented. The Department's intent is not to market our voting system to other jurisdictions and function as an election system vendor. This would require human resources that are not currently within our operation and may expose us to liability. The intent of the VSAP is to share the technology and allow other jurisdictions to leverage the technology and information we have developed. The VSAP Open Source Workgroup was established to aid in the creation of an open source plan and the establishment of a governance model. The workgroup is composed of a diverse group of technology experts in the field of elections, technology, and open source. The workgroup created a high-level plan to define the required steps to establish a governance team, determine licensing models, define infrastructure and policies, and determine the ongoing lifecycle and management of VSAP Open Source. This plan is a

1.8 Produce a published report of the 2022 Gubernatorial Election and previous elections using the Vote Center paradigm focusing on possible improvements in staffing; staff training; Vote Center locations; Vote Center equipment; and election processes and procedures for the Board of Supervisors.	recommended approach based on research and input from industry experts. All final recommendations and approaches should be governed and authorized by the Secretary of State or relevant regulatory authority before moving forward with implementation. Disagree. This recommendation will not be implemented because it is not warranted. The Department is committed to a continuous improvement process through various strategies such as our Lean Six Sigma program and other strategies. Following each election, a debrief/critique is conducted to identify areas for improvement. As part of this process, we conduct surveys to measure different performance metrics such as voter experience and election worker experience. The California Voters Choice Act was adopted by Los Angeles County in 2020 and the Department is still in the first full cycle after implementing Vote Centers. The Department is committed to continuing to gather data to improve our voting experience and make our processes more effective and efficient.
	busing Vouchers for Low Income and Homeless Angelenos
Recommendations	Responses
1.13 LACDA should explore recruiting temporary workers to perform routine tasks and process paperwork that involve little or no client interface. It should also explore hiring non-traditional employees, such as retired people.	LACDA disagrees with this finding. This recommendation has been implemented and has been part of the agency's current practice. If the recommendation intended to state that LACDA should hire individuals working for temporary agencies to fill some of its regular positions, this is already current practice. Individuals
	hired through temporary agencies often acquire experience and program knowledge making them strong candidates to fill regular positions within the agency. However, if the recommendation intended to state that LACDA should hire temporary workers only for lower level jobs that involve little or no client interface, LACDA disagrees with this recommendation

	 and will not implement it. The agency uses temporary workers to fill a temporary need not based on the complexity of the assignment. With respect to the hiring of non-traditional employees such as retired people, the agency's current practice is to explore the hiring of non-traditional employees including retired people and public housing residents.
1.14 LACDA's Section 8 application forms and instructions should be shortened and simplified.	LACDA agrees partially with this finding. This recommendation has been implemented to the extent possible under Federal regulations.
	The agency aims to simplify the application process for applicants wherever possible. For example, LACDA has streamlined its annual recertifications, income, and asset forms, such that participants with a fixed income only need to provide these documents every three years. Additionally, the creation of the agency's online Rent Café Portal has made it easier for participants to complete their annual certification or to submit income changes.
	However, the Section 8 program is a Federally-funded program with requirements set forth by the U.S. Department of Housing and Urban Development (HUD) to which the agency must adhere. As a result, there are limits to the number of documents and processes that LACDA is able to shorten or simplify, and therefore, LACDA cannot fully implement this recommendation. It should be noted that LACDA has fiercely advocated for changes to the Section 8 program that will reduce barriers to access as evidenced by the agency's recent waiver requests and Federal advocacy efforts that specifically asked legislators to make changes to simplify the application and eligibility determination process, as well as to the HUD Secretary

	to waive burdensome processes that are within their jurisdiction
	to approve.
1.15 LACDA should give applicants forms and instructions, along with appropriate assistance, in time so that the applications can be ready for filing and review at the earliest possible time, well before their names come up for vouchers.	LACDA disagrees with this finding. This recommendation will not be implemented. This recommendation reflects the lack of understanding of the CGJ in regard to Federal program requirements. Federal regulations require that applicants have current documentation such as income verification forms, not older than 60 days, at the time of voucher issuance. Providing applicants with forms months in advance would nullify the process. Moreover, oftentimes an applicant's circumstance may change from the time their name is placed on the waiting list to the time their name comes up for a voucher, requiring a modification in the application. In addition, reissuing paper applications would be costly for the agency. As such, LACDA cannot implement this recommendation.
1.16 LACDA should partner or leverage outside housing specialists to assist clients in navigating the complex process of applying for Section 8 vouchers.	LACDA disagrees with this finding. This recommendation has been implemented and has been part of the agency's current practice.
	The agency's current practice is to work with outside case managers from a number of community-based organizations with whom it partners, as well as with internal Housing Navigators, who provide wrap-around services including assistance with completing voucher applications, obtaining required identity and income documents, housing navigation and search, and facilitating move-ins.
	It is unfortunate that the CGJ did not confirm the agency's current practice prior to making this recommendation.
1.17 LACDA should creatively use HUD service fees as landlord incentives, including housing search assistance, application fees, utility	LACDA disagrees with this finding. This recommendation has been implemented and has been part of the agency's current practice.

hook-up charges, security deposit assistance, and landlord mitigation fund.	If the recommendation intended to reference the Emergency Housing Voucher (EHV) program, current practice is for LACDA to utilize HUD service fees for landlord incentives including housing search assistance, application fees, utility hookup charges, security deposit assistance, and a landlord mitigation fund. If the recommendation intended to reference the Housing Choice Voucher (HCV) program, the CGJ should have been aware that HUD does not provide special service fees for the Section 8 program for this use. However, the agency utilizes local County funding to fill this gap and provide these landlord incentives and has done so for the past eight years. In either instance, the agency is using funding creatively to provide this type of assistance and as such, current practice incorporates this recommendation.
1.18 LACDA should provide easy to read and understand written information about FEHA's anti-discrimination provisions to landlords and tenants and should schedule seminars and/or webinars to educate the public on this topic.	LACDA disagrees with this finding. This recommendation has been implemented and has been part of the agency's current practice. The agency's current practice is to provide easy to read and understand written information about the Fair Employment and Housing Act's (FEHA) anti-discrimination provisions to landlords and tenants; the agency also schedules seminars and webinars to educate the public on this topic. For example, LACDA contracts with the Housing Rights Center (HRC) to provide tenant/owner workshops and includes notices in its monthly newsletters to tenants. The agency also provides HUD's fair housing form in all voucher packets; these forms are also available in the agency's lobbies. Additionally, LACDA refers applicants to the Housing Resource Center and Legal Aid, as needed. Finally, during the height of the pandemic, in partnership with the County's Chief Executive Office, Homeless Initiative (CEO-HI) staff, the agency convened monthly "COVID Tenant Protections" and "COVID Rental Property Owner"

1.19 LACDA caseworkers and supervisors should be taught about FEHA and related local	roundtable meetings in alternate months, with the County's DCBA staff present at all meetings to inform participants about COVID-19 Tenant Protections and the Stay Housed LA resource. As such, current practice incorporates this recommendation. LACDA agrees partially with this finding. This recommendation has been partially implemented as part of the agency's current
ordinances and should be trained on how and when to make referrals to the Los Angeles County Counsel or to HRC.	The agency's current practice is to provide annual training to both caseworkers and supervisors on Fair Housing, which is
	ongoing as the agency is notified of updates. As such, current practice incorporates this recommendation. With respect to training for caseworkers and supervisors on how
	and when to make referrals to the Los Angeles County Counsel or to HRC, LACDA has provided training for caseworkers to make referrals to the HRC. In fact, LACDA provides funding to the HRC specifically to provide source of income discrimination information to both landlords and tenants and to follow up accordingly with landlords that are found to be in violation of this
	statute. To the extent that the CGJ spoke to individuals who stated they were unaware of these protocols, then it is imperative upon LACDA to ensure training efforts are bolstered. As such, LACDA will increase its efforts to provide this ongoing training.
1.20 HACLA's and LACDA's HCV and EHV programs should be administered by one agency by agreement among the Board of	LACDA disagrees with this finding. This recommendation will not be implemented.
Supervisors, the Los Angeles City Council and Mayor, HACLA, and LACDA. This will eliminate unnecessary duplication of effort and expense, enable Los Angeles residents to use an agency with a demonstrated excellent track record and promote efficiency. This recommendation	LACDA enjoys a close working relationship with the City of Los Angeles as well as the 17 other public housing agencies operating within the County. LACDA has taken a regional approach to align its policies and in the implementation of its programs. To that end, LACDA works very closely with these agencies; especially with the Housing Authority of the City of Los

relates to Findings 20, 21 and 22, and each of them.	Angeles (HACLA) to address utilization, interagency MOU agreements to streamline lease-up and reduce barriers to access, and the creation of a universal housing application. In fact, both LACDA and HACLA often attend landlord recruitment and education events together to demonstrate their collaborative relationship.
	It is disheartening that the CGJ came to this conclusion without recognizing the level of coordination and collaboration that exists today between the two agencies. In fact, many of the landlord incentive programs that LACDA was credited for in this report are also operational within HACLA and have been for many years. LACDA remains steadfast in its partnership and in its mutual aspirational goal to end homelessness within our City and County.
Los Angeles County Metropolitan Transportation	Authority – All Aboard! Is Metro Rail on Track?
Recommendations	Responses
1.1. Require contracted law enforcement agencies (LAPD, LASD, LBPD) to assign more officers to ride the trains.	Agree. The recommendation has been implemented. In 2022, Metro initiated a new comprehensive public safety approach by adopting a multi-layer safety program to address the different aspects of public safety and security. Each layer of this safety ecosystem contributes to the overall security of the Metro system, moving beyond a single-strategy reliance to a layered approach. This strategy deploys the optimal resources to tackle specific safety concerns, with law enforcement contract services as a key element within the multi-layered approach.
	For FY 2024, Metro has ramped up the presence of law enforcement staff on buses and trains. Metro recently negotiated a contract extension with each of our law enforcement partners and now has the right to direct the specific deployment or redeployment of existing resources to meet the agency's needs. To ensure the effective deployment of these

1.2. Metro's TSO force should be increased from its current figure of 213 to allow the agency to better enforce fare compliance and Code of Conduct (COC) and give the agency greater control and accountability with security.	 resources, Metro's System Security & Law Enforcement (SSLE) department audits the daily deployment schedules and the Metro Transit Access Pass reports. Agree. The recommendation has been implemented. Metro has made significant strides in bolstering safety throughout our public transit system. Recognizing the pivotal role TSOs play in our multi-layered safety approach, Metro has taken proactive measures to enhance their presence. In March 2023, Metro's Board of Directors approved the addition of 47 more TSOs, and an additional 48 officers are slated to join in Fiscal Year (FY) 2024. With a 45percent increase in TSOs, Metro has expanded the force to a current number of 308 officers.
	These new officers will undergo comprehensive training and be equipped to ensure the well-being of our riders, employees and the protection of our transit infrastructure.
1.3. COC violations should be enforced and frequent violators subject to fines or banishment from the Metro system.	Agree. The recommendation has been implemented. Metro's COC is an important tool to protect the health and safety of riders, protect transit equipment and facilities used to provide transit service to all of LA County and promote a desirable transit experience. Metro TSOs are responsible for ensuring COC compliance. To strengthen our efforts further, Metro's Board approved the addition of more TSO positions in March 2023 and for FY 2024. TSOs actively patrol the system, enhancing COC, including fare compliance. Our commitment to enforcing the COC across the system remains unwavering as Metro strives to create a safe and respectful environment for all our riders.
	Metro's COC, which has been in effect since 2010, outlines the penalty schedule of administrative penalties, which includes fines and other penalties such as ejections and exclusion from the system in the most serious of cases. Programs like Transit School, community service assignments, fines, and, in severe cases, ejection and exclusion from the Metro system.

	More recently, effective July 2023, the COC was changed to be more equitable, customer friendly (clear and concise language), and applicable (items were deleted from the code that are covered under the penal code, which is the responsibility of Law Enforcement.) To ensure riders are aware of these changes, and furthermore, to emphasize the importance of compliance with the Code, Metro will be engaging with the community on the recent changes.
1.4. Encourage greater coordination among the agencies involved with Metro Rail, including a standardized method of reporting crime statistics.	Agree. The recommendation is being implemented. In July 2023, Metro began a new safety deployment strategy. Metro will regularly convene with partners to discuss issues, concerns, and successes. This collaborative approach allows us to identify and address any problems promptly. Metro will adjust communication protocols as needed, discuss flexibility in deployment based on crime trends or areas of vulnerability, and continually validate our accountability process to ensure its effectiveness. The enhanced systemwide deployment approach aims to enhance public safety through a streamlined strategy. The agency is committed to continual improvement, effective resource allocation, and proactive engagement while working collaboratively with ecosystem partners to create a safer transit experience for our riders. To further enhance coordination and reporting, Metro staff has developed a standardized template for crime statistics reporting. This template will be shared with the relevant contracted law enforcement agencies to ensure data is provided in a concise and consistent manner moving forward.
1.5. Establish clear benchmarks for determining the success of the Ambassador program. Monitor and collect data to better focus the program. Make it publicly available on the Metro.net website.	Agree. The recommendation is being implemented. The main goal of the Metro Ambassador Pilot Program is to improve the overall customer experience for our riders. The Ambassadors are responsible for enhancing the customer experience through visibility and aiding riders with wayfinding and general

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	 assistance. In addition to providing information and support, they are the "eyes and ears" of the system, reporting maintenance, cleanliness, and safety issues that need to be addressed. Key performance indicators are being assessed as Metro works on developing an evaluation survey which will include feedback from our customers and other stakeholders. Once complete, the results will be shared with the Metro Board and the public.
1.6. Metro should create opportunities for Ambassadors to interact with the other security agencies to raise awareness and build trust.	Agree. The recommendation is being implemented. Metro is dedicated to creating meaningful opportunities for our Ambassadors to interact with other security agencies, fostering awareness, and building trust within the public safety ecosystem.
	Metro Ambassadors play a crucial role in our multi-layered approach to enhancing public safety. They are actively engaged in the transit system, providing customer service, aiding riders, and acting as a visible presence to deter potential issues. As part of their duties, Metro Ambassadors already work closely with a team that includes Metro Transit Security, Contract Security, and Law Enforcement partners currently operating within the system. These collaborative efforts can help to improve teamwork and reinforce the shared commitment to ensuring a safe and secure transit environment for all passengers.
1.7. Analyze security data on a regular basis and obtain up-to-date numbers on non- transportation riders using the system.	Agree. This recommendation is in process. Public safety analytics is a tool for improving public safety outcomes. By leveraging data and technology, staff can better understand the nature and scope of public safety challenges and develop more effective strategies and interventions to address them. SSLE's data analysts will collaborate with various departments within Metro to gather various data points, such as rider surveys, Transit Watch App reports, fare enforcement data, etc. SSLE partners with the Homeless Outreach Department to share

	current information on non-transportation riders, enabling strategic outreach service deployment. As part of the Board approved Public Safety Analytics policy in March 2023, Metro is currently working on a public safety dashboard to provide regular updates on statistics and trends utilizing data collected by Metro and crime data provided by law enforcement partners. The policy's purpose is to remove bias from public safety analytics by ensuring that the data being used is of high quality - that is accurate, complete, consistent, reliable, and up to date. Equally important is ensuring the data has context, which limits assumptions and biases that could adversely impact the quality of the data. In addition, Metro will be trained to recognize and avoid biases in the analysis. The policy will ensure to the public that our analytics efforts are fair and equitable and that they promote public safety for all members of the community.
1.8. Encourage riders to use the Transit Watch App to report security, sanitation, and other problem and help riders to install the Transit Watch App. Deploy mobile training booths to show riders how to install and use the app.	The policy and dashboard emphasize transparency and accountability while affirming the agency's commitment to ensuring the collection and use of all data is conducted in a bias- free, non-discriminatory manner consistent with Metro's policies. Agree. The recommendation has been implemented. Metro Ambassadors continue to encourage customers to download the Transit Watch App to report suspicious activity and safety issues. The Transit Watch App. was revamped as a public reporting tool in recent years. However, there has been a significant increase in reporting cleanliness issues since October 2022 to the
1.9 Keep fares at the current rate – including free transfers – and improve access to discount or free fares offered to low-income	 Agree. The recommendation has been implemented. Metro has some of the lowest fares in the country and is committed to maintaining an equitable and affordable fare system for all riders

riders, students, and seniors through programs such as LIFE and GoPASS.	in Los Angeles. In July 2023, Metro launched a new fare structure and fare capping to make paying transit fare more affordable and convenient for riders. And as noted in the report, Metro also offers several discount programs, including GoPass, which offers free fares for students; Reduced Fares for seniors and customers with disabilities; and a low-income discount program called LIFE. These programs and the recent changes to the fare structure are designed to provide affordable transit for all riders, especially customers who ride frequently.
1.10 (a) Install turnstiles or other physical impediments that would discourage non-paying riders.	(a) Agree. This recommendation is in progress. Metro is presently working to enhance the fare gates for access control improvements, and Westlake/MacArthur Park station is the first station to implement.
1.10 (b) Station TSOs at high-trafficked stations to re-enforce fare paying.	(b) Agree. The recommendation has been implemented. Through the new deployment plan referenced previously, TSOs are positioned at high-trafficked locations to enforce the COC inclusive of fare compliance and provide high visibility. System Security and Law Enforcement is working with Operations to pilot reinforced turnstiles at Westlake/MacArthur Park station to gauge success in limiting the ability of non-paying riders to access the system that can be expanded to other stations.
1.11. (a) Instead of the lengthy COC, create an abridged "Metro Manners" that gives riders a quick guide to the most important regulations.	(a) Agree. The recommendation requires further analysis. Effective July 2023, the code of conduct was changed to be more equitable, customer friendly (clear and concise language), and applicable (items were deleted from the code that is fully covered under the penal code, which is the responsibility of Law Enforcement.)
	The revised version was crafted with input from Metro's safety partners and the Public Safety Advisory Committee that focused on critical areas that support or interfere with the user experience and safety.

1.11. (b) Highlight Metro Manners in stations, train cars, and create an ad campaign for bus benches and across various social media platforms.	(b) Agree. This recommendation requires further analysis. To ensure riders are aware of these changes, and furthermore, to emphasize the importance of compliance with the Code, Metro will be engaging with the community on the recent changes. Metro has created a one-page riders guide to describe the key elements of the Customer COC to distribute across the system to our customers.
1.12 (a) More restrooms are needed for the Metro system. Metro should consider installing public bathrooms at its Customer Centers where staff is available to supervise their use.	(a) Agree. This recommendation is in progress. Metro understands the importance of having restrooms available for our riders. Safety and liability concerns are crucial factors to consider when providing public restrooms. While Metro cannot open employee-accessible restrooms to customers, the agency is actively working on finding solutions by piloting various strategies. Metro is planning a pilot project to introduce restrooms at key stations starting in Fall 2023. This will allow us to assess the feasibility and impact of providing public restrooms while ensuring the safety and convenience of our passengers.
 1.12 (b) The MTA should work with cities to share the costs of building and maintaining new restrooms, similar to the Long Beach model. 1.13 Maintenance and cleaning resources should be increased on the Red (B) Line, 	 (b) Agree. This recommendation will be implemented. Metro will certainly explore this possibility. The agency is committed to finding practical and sustainable solutions that benefit our riders and the communities we serve. Agree. The recommendation has been implemented. Additional resources have been deployed for Rail Vehicle Cleaning. The
commensurate with its level of ridership - cleaning schedules should reflect the number of boardings, not just the time of day.	Red Line currently dispatches teams of five service attendant crews from the division every day to perform End-of-Cleaning activities, which includes trash pick-up and minor spills due to car schedule constraints.
	Rail Custodial Services have also increased their budgeted positions from 213 to 234, an increase of 21 FTE's. The increase in staffing supports the Rail Custodial Services Cleanliness Plan. The Cleanliness Plan includes realignment of cleaning personnel, dedicated staffing at hot spot stations, increased pressure

	washing/floor care at hot spot stations, detailed cleaning programs, and odor neutralization.
1.14 (a) Hire more custodians and have their workload be concentrated to smaller areas for more thorough cleaning.	 (a) Agree. The recommendation has been implemented. Rail Custodial Services have increased their budgeted positions from 213 to 234, which is an increase of 21 FTE's. The increase in staffing supports the Rail Custodial Services Cleanliness Plan. The Cleanliness Plan includes realignment of cleaning personnel, dedicated staffing at hot spot stations, increased pressure washing/floor care at hot spot stations, detailed cleaning programs, and odor neutralization.
1.14 (b) Encourage riders to report custodial and maintenance incidents through the website metro.net or the Transit Watch App, or by reporting incidents to an Ambassador.	(b) Agree. The recommendation has been implemented. Metro does encourage customers to report cleanliness issues. Metro Ambassadors also regularly report cleanliness issues.
1.15. Metro should schedule several daily brief cleaning sessions at tail track stops, especially for the heavily used B (Red) Line and A (Blue) line.	Partially agree. This recommendation has been implemented. Metro understands the importance of maintaining a clean and pleasant environment for all our passengers, especially on heavily used lines.
	All rail cars are thoroughly cleaned every day at the divisions before they are put into service. Our dedicated cleaning crews receive daily briefings and coordinate with the Rail Operations Center and Security through Rail Fleet Services Supervision to ensure efficient cleaning procedures.
	Additionally, Metro performs End-of-Line cleaning for all of Metro's rail lines, including A, B/D, C, E, and L. However, due to time constraints within the car schedule, the cleaning consists of trash pick-up and light spill cleaning.
	Rail cars requiring major cleaning are promptly taken out of service to be thoroughly addressed. In such cases, they are replaced with spare trains to minimize any disruptions to our

	riders. These out-of-service trains are then cleaned at tail tracks if available on the lines or returned to the divisions for cleaning.
1.16 Expand the "Cleaned By" program to all the rail lines which would foster greater accountability and transparency by the maintenance crews.	Disagree. This recommendation will not be implemented. The pilot performed on the C-Line did not result in the desired outcomes and was discontinued. However, Rail Fleet Services has a comprehensive cleaning program and logging system, such as end of the line cleaning during 1st and 2nd shifts to address trash, spills, and spot cleans. Mid-shift crews also perform daily interior cleans (e.g., trash removal, sweeping, spills, mopping, and cleaning high-touch surfaces) on pull-in cars, with the other shifts following up behind to complete the work. In addition, deep cleaning take the daily cleans a step further by doing a complete scrub of the interior and exterior of the trains. All cleaning crews are supervised on a daily basis by Rail Fleet Services Supervision and spot checked for end of the line cleaning, daily cleaning, and deep cleaning. Work activities of cleaning crews are also rated by the Rail Fleet Services supervisors using established cleaning criteria to ensure the cleaning is performed properly. This includes monthly audits that are conducted using a comprehensive scoring of the rail vehicles, which are then shared with leadership so adjustments to cleaning protocols can be made if necessary. Documentation for this process is kept at the divisions, which depicts the last time interiors, end cabs, and exteriors were cleaned and by whom.
1.17. Metro should promote and encourage vendor presence in stations, including helping with the lengthy permit process.	Agree. The recommendation is being implemented. The presence of vendors in and around Metro transit stations can provide amenities to patrons and activate stations and plazas in a manner that improves safety and overall customer experience. Over the years, there have been numerous instances in which Metro has permitted entrepreneurs to vend on Metro property. Vending is not permitted on Metro platforms, trains, or buses. In December 2022, the Metro Board of Directors approved a new Economic Development Program, which includes a Station

	Activation component to promote commercial activity and support small businesses on Metro property and station plazas. Several pilot programs are being developed through the Station Activation program, including a restructuring and relaunch of a vendor market at the Westlake/MacArthur Park Station, a small- scale retail pilot program to occupy commercial space at the Willowbrook/Rosa Parks Station, as well as efforts to support farmer's markets, coffee carts and other forms of vending at key locations in the Metro system. Metro is in the early stages of coordination on various aspects of these pilot initiatives, including facilities and maintenance considerations such as trash management. As part of the Station Activation program, Metro will also be exploring opportunities to streamline the permitting process to remove barriers to entry for small businesses and entrepreneurs.
1.18. Respect the Ride should be adapted, expanded, and implemented as a pilot program on the entire line.	Partially agree. The recommendation has been implemented. The Respect the Ride pilot program was launched in April 2022 at the 7th and Metro Station and was expanded across seven stations along the B/D (Red/Purple) Line – the line with the greatest need. Those stations include Pershing Square, Union Station, North Hollywood, Universal City, Westlake/MacArthur Park, Hollywood/Highland, and Wilshire/Vermont. The pilot program concluded in early 2023 and has evolved into a new multi-layered deployment that launched in July 2023. The lessons learned successes, and data of the Respect the Ride pilot were applied to the new deployment.
1.19. Institute a nightly "lock-down'" procedure for either custodial staff and/or TSOs to secure elevators and escalators along all lines.	Partially agree. This recommendation has been implemented where feasible. System Security & Law Enforcement and Operations work together to close the stations every night at approximately 12:30AM. Signage of station closures is posted, and gates are closed to inform individuals that they are not to enter the premises during closing hours. TSOs walk through the entire station, inclusive of the ancillary areas, to ensure all patrons have exited the station. Upon clearing out the stations,

	 maintenance staff clean the stations, platforms, and elevators to ensure they are ready for service the following day. All light rail (open air) stations cannot be physically closed. The escalators remain running, and the elevators do not have the ability to be easily turned on and off. Additionally, the open-air stations do not have any physical barriers to keep anyone from using stairs to access the platform/mezzanine. However, there are signs to the effect that you may be subject to an arrest or removal from the premises during non-revenue service. All open-air stations are continuously patrolled by law enforcement and/or contract security.
1.20. The Make Metro Clean program should be expanded to include the rail system.	Partially agree. This recommendation has been implemented. Make Metro Clean Program has been an impactful program to supplement our overall cleaning program. To address the cleanliness concerns on the rail system, Metro has taken significant steps to enhance our cleaning efforts. In FY 2024, Metro allocated a 13 percent budget increase, amounting to \$23,645,165, which has allowed us to add 24 new custodian positions at existing rail stations. Metro is in the process of filling these positions to bolster our cleaning efforts. Additionally, the agency added 46 new Service Attendant positions as part of the FY 2023 budget, which is evenly split between bus and rail. These Service Attendants play a crucial role in maintaining cleanliness and ensuring a pleasant experience for our riders. The agency made significant progress in upgrading seating comfort by replacing cloth seats with vinyl seats on buses and trains.
1.21. The Westlake/MacArthur Park station initiatives should be implemented at other stations.	Agree. The recommendation will be implemented. The improvements at Westlake/MacArthur Park station demonstrate our commitment to actively listening to our customers and implementing meaningful changes to enhance their experience within our transit system. Metro remains dedicated to continuously improving our services and addressing the evolving

	needs of our valued customers. Metro will continue to build on the momentum of the Westlake/MacArthur Park station interventions by developing longer-term recommendations for this station and identifying elements that could be implemented at other key stations experiencing significant ridership with safety and customer experience challenges. While much of the illicit and anti-social activity occurring within the Metro system is reflective of larger societal challenges, Metro recognizes it must take proactive interventions to provide conditions at stations that meet customer expectations of a safe and reliable Metro transit system. Metro is currently developing recommendations for expanding
	effective improvement elements to enhance customer experience and safety at other stations. The next stations Metro proposes to develop and implement intervention plans for are Metro's busiest station at 7th Street/Metro Center, serving Metro's B/D subway lines and A/E light rail lines, and Pershing Square station, served by the B/D subway lines. This expansion is with the understanding that there is not a one-size-fits-all solution for the entire system, as each station is uniquely designed and they vary in size, with potentially different challenges to address the needs of the communities they serve.
	Metro is aiming to roll out these efforts in FY 2024 once a plan has been developed and funding has been allocated. Metro will be considering a range of criteria for future station deployments that includes ridership, public safety data, cleanliness/functionality data, homeless outreach data, frontline employee feedback, and customer(stakebalder input
Sanitation Districts – Storm Water Capture and	employee feedback, and customer/stakeholder input. Wastewater Reuse
Recommendations	Responses
1.9 LACDPW should establish a committee to study and identify potential users of recycled	The Sanitation Districts agree with the finding. The recommendation will be implemented. The idea of establishing a

wastewater (industry, commercial nurseries/growers, regional and local parks, etc.). Committee to include, at a minimum, representatives of the City of Los Angeles, the City of Long Beach, and the Sanitation Districts of Los Angeles County.	committee is a very good one but there are already at least two regional recycled water committees performing this role in Los Angeles County. First of all, Metropolitan Water District has formed the Water Reuse Collaborative Group to coordinate the planning for regional recycled water treatment and distribution systems. The Collaborative Group aims to coordinate the planning for two very large regional recycled water projects intended to provide over 350 million gallons per day of purified recycled water. The City of Los Angeles, City of Long Beach, Sanitation Districts, DPW already participate in this group as well as additional organizations such as the City of Torrance, West Basin Municipal Water District, and Central Basin Municipal Water District.
	Furthermore, the California WateReuse Association's Los Angeles County Chapter has formed the Los Angeles County WateReuse Committee. The mission of the Los Angeles Chapter of the WateReuse Association is to increase the amount of safe and beneficial uses of recycled water in and around Los Angeles County. Its objectives shall be to promote water reclamation and recycling as a sustainable supplemental source of water for the state; to work for the adoption of legislation and regulations that allow the safe use of recycled water; to facilitate the development of technology aimed at improving water recycling; to promote legislation that would increase funding for water recycling projects; to provide mutual assistance and support between and among Los Angeles Chapter members involved with water recycling projects; and to increase public awareness and understanding of related water problems and solutions. Participants include Metropolitan Water District, Sanitation Districts, City of Los Angeles as well as State and County entities.

	DPW is in the process of finalizing the Los Angeles County Water
	Plan (Water Plan). The Water Plan focuses on collaborative
	management of Los Angeles County's water resources. As part
	of implementation and to avoid duplication of efforts, DPW can
	utilize the County Water Plan framework to work with recycled
	water agencies to accomplish this recommendation.
1.12 Continue to construct ATW facilities to	The Sanitation Districts agree with the finding. The
lessen the need for imported water.	recommendation is in the process of being completed. The
	Sanitation Districts have supported use of recycled water to
	lessen the need for imported water for many decades. Since the
	early 1960s, the Sanitation Districts have operated water
	recycling plants designed to recycle water used to replenish
	groundwater basins. More recently, the Sanitation Districts have
	participated in projects that take treated water from our water
	recycling plants and further purifies it using advanced treated
	water (ATW) facilities. However, statutory authority limits the
	Sanitation Districts' ability to directly provide recycled water to
	customers. As a result, we rely upon water agency partners to
	construct the ATW facilities and water distribution infrastructure.
	We are currently supporting the preliminary planning,
	engineering, and environmental review of substantial water
	recycling projects involving the construction of ATW facilities in
	both the Los Angeles Basin and Antelope Valley. Of note, the
	Sanitation Districts is partnering on a 150 million gallon per day
	recycling project with the Metropolitan Water District of Southern
	California using ATW facilities, known as Pure Water Southern
	California. When completed, this project could provide purified
	water to supply the needs of up to 1.5 million people.
Los Angeles Homeless Services Authority – Agin	
Recommendations	Responses
1.6 LAHSA should fully provide \$500,000 to	LAHSA partially disagrees with recommendation 1.6 and has
Covenant House LA for staffing and operational	partially implemented as: (1) LAHSA did not have a contractual
costs so that 16 youths can move into the	agreement prior to the expansion of the Covenant House LA site
additional section.	to provide the operational funding for the 16 additional beds; (2)

	When LAHSA was approached to provide funding for the additional beds, the request was approved and funding has been provided since May 15, 2023, for operations of the 16 beds. In FY 2022-2023, LAHSA contracted with Covenant House from May 15, 2023 - June 30, 2023, for operations of the 16 beds at the standard rate of \$50/bed/night. The start date was mutually determined with Covenant House LA. In FY 2023-2024, LAHSA is contracting with Covenant House LA for operations of the 16 beds for the full year, again at the standard rate of \$50/bed/night.
Los Angeles Homeless Services Authority – Lack	
Recommendations	Responses
1.2 LAHSA should have more than one document ready potential tenant for each unit, so that no units are left vacant waiting for a qualified tenant.	LAHSA agrees with recommendation No. 1.2 and is in the process of being implemented. LAHSA has implemented a new matching strategy for Project Based Units called batch matching. Batch matching is an innovative approach aimed at optimizing the utilization of available housing units by inviting eligible households to apply for PSH resources that allow them to be quickly matched and processed by the appropriate entities responsible to confirming client eligibility for a unit, followed by quick lease up/move-in support and connection to supportive services to achieve housing stability. It involves streamlining the process of matching potential clients with housing units by considering multiple eligible clients for each unit simultaneously. This strategy allows us to identify and assess a larger pool of candidates, thereby increasing the likelihood of filling vacancies promptly and efficiently.
	Under the new Project Based Lease Up Model, 45 days prior to the anticipated Certificate of Occupancy, individuals who meet the eligibility and prioritization criteria for the property will receive notification regarding their potential eligibility for a unit at the specified property. They will be advised to promptly apply for the property, using our Universal Housing Application, for a

	potential match and application processing. The property management will process these applications in the order of their receipt, following the unit eligibility criteria, followed by a subsequent review and approval by the participating Public Housing Authority providing rental assistance for the property. If there are more approved applicants than available units in the building, the excess applicants will be placed on the property's waitlist. They will retain their eligibility for potential vacancies at the building throughout the lease-up process until 100 percent lease up is achieved. Additionally, they will remain eligible for consideration at other properties in the area, provided they meet project eligibility.
	LAHSA continues to work with our partners such as DMH and DHS, as well as the Public Housing Authorities (PHAs) for both the City (HACLA) and County (LACDA) of Los Angeles, in efforts to adopt this model as an expansion for reducing vacancies within our projects which have turnover units as well. It is important to note that while batch matching offers significant advantages in reducing unit vacancies, it is not a one-size-fits-all solution. Certain factors, such as the availability of suitable housing units, the preferences and choices of potential clients, and the unique circumstances of each individual, can influence the effectiveness of the batch matching process. The goal of batch matching is to efficiently utilize housing resources and reduce vacancy rates, while fostering community building and prioritizing client choice. These objectives collectively contribute to the effectiveness and success of PSH programs in providing stable housing and support services to individuals experiencing chronic homelessness.
1.3 LAHSA must revise the VI-SPDAT system to make it fairer for all applicants.	LAHSA agrees with recommendation No. 1.3, and plans to implement. As a result of concerns with the VI-SPDAT, LAHSA stopped using the VI-SPDAT in interim housing and rapid rehousing programs in July 2022.

LAHSA was not able to stop using the tool for PSH matching as it is not possible to assess vulnerability using case conferencing for such a large homeless population, thus making it necessary rely on an assessment tool to identify vulnerability and potential PSH need. In Spring 2023, LAHSA piloted using VI-SPDAT scores with only a minimum threshold, as opposed to in descending order, to reduce the impact of in equities VI-SPDAT scores on PSH referrals.
In June 2023, the Coordinated Entry System (CES) Triage Tool Research and Refinement (CESTTRR) team released their final report. Please see LAHSA's responses and next steps for each of the recommendations provided in the CESTTRR report.
Recommendation 1: Implement the shorter more concise version of the Revised Triage Tool based upon data science recommendations and vetting/rewording by the Community Advisory Board.
• LAHSA plans to implement the new revised tool; to implement, LAHSA will hire a consultant to create and implement a training curriculum that will support the execution of this recommendation.
Recommendation 2: Implement the Revised Triage Tool's embedded practices that incorporate race equity and a trauma-informed approach. In addition, the Revised Triage Tool: (a) should not be used as an intake, nor conducted at intake; (b) the Revised Triage should be read word for word to clients, until case managers are comfortable enough to make minor "off script" adjustments; (c) the tool should be
 administered in a private place whenever possible so as to maximize client comfort in answering personal questions.

• LAHSA plans to implement the new revised tool; to implement, LAHSA will hire a consultant to create and implement a training curriculum that will support the execution of this recommendation.
Recommendation 3: Use the new scoring system that is anchored in predicting "adverse events."
• LAHSA will implement the new score system, with support from system partners and the CES Policy council.
Recommendation 4: Prioritize persons scoring above a new threshold or higher on the new scoring system for permanent supportive housing.
• LAHSA will implement the new score system, with support from system partners and the CES Policy council.
Recommendation 5: Incorporate additional information with the new scoring system to determine how housing will be allocated (i.e., matching decision)
• LAHSA will implement the new score system, with support from system partners and the CES Policy council. Other factors will be included in prioritization as well.
LAHSA looks forward to implementing these changes to create a more equitable and fair housing system.
LAHSA agrees with recommendation No. 1.24 and is in the process of being implemented. LAHSA meets with SPA wide community non -profit partners monthly basis to review client level progress and housing connections to ensure 100 percent slots utilization and staffing capacity to carry out the role.

Housing Navigation (HN) is offered from one Access Center per SPA to support those participants who do not utilize Interim Housing Resources. Housing Navigation is offered from Interim Housing (IH) sites throughout the County to support all participants entering interim housing programs to access housing navigation services. LAHSA Technical advisors train interim housing providers on document collection to expedite housing match and connection to HN.
LAHSA scheduled a HN Bootcamp for the first week of August to ensure service providers and staff can support their participants fully within the program parameters.
LAHSA is hiring recruiters to support service providers hire staffing to support a 1 to 20 caseload ratio. LAHSA is launching five (5) Job Fairs to support service providers in their hiring efforts. These Job Fairs are SPA-wide and located throughout the County of Los Angeles. To support 10,000 people currently holding vouchers, there would need to be sufficient funding for 166 Housing Navigators.
In support of this expansive need in the Homeless Services System, LAHSA is creating an Emergency HN team, located within the Multi- Department Crisis Response Team (MDCRT) Department, that will be nimble and mobile to respond quickly to the needs of service providers while they hire staff. LAHSA also continues to pursue all funding opportunities to add additional
funds to HN Programs throughout the program year. In addition, LAHSA will continue to work with service providers to ensure there are ample HN staff and support in place to provide services to participants.

BOARD LETTER/MEMO CLUSTER FACT SHEET

⊠ Board Letter	□ Board Memo	□ Other
CLUSTER AGENDA REVIEW DATE	8/23/2023	
BOARD MEETING DATE	9/12/2023	
SUPERVISORIAL DISTRICT AFFECTED	⊠ All □ 1 st □ 2 nd	□ 3 rd □ 4 th □ 5 th
DEPARTMENT(S)	CHIEF EXECUTIVE OFFICE	
SUBJECT		TION/COMPENSATION ACTIONS TO IMPLEMENT THE FISCAL YEAR 2023- GET AND OTHER CLASSIFICATION/COMPENSATION ACTIONS
PROGRAM		
AUTHORIZES DELEGATED AUTHORITY TO DEPT	🗌 Yes 🛛 No	
SOLE SOURCE CONTRACT	🗌 Yes 🛛 No	
	If Yes, please explain why:	
DEADLINES/ TIME CONSTRAINTS		
COST & FUNDING	Total cost: Included in the FY 2023-24 Final Changes Budget Cost: Salary Adjustment – Golf Director	Funding source: The salary adjustment for the Golf Director will be funded with the Department of Parks and Recreation's revenue and no net County cost was requested.
	\$88, 000 (All funds) \$0 (NCC) The funding will be included in the FY 2023-24 Supplemental Budget	
	TERMS (if applicable):	
	Explanation:	
PURPOSE OF REQUEST	TO IMPLEMENT THE FISCA CLASSIFICATION/COMPENS	L YEAR 2023-2024 FINAL CHANGES BUDGET AND OTHER SATION ACTIONS
BACKGROUND (include internal/external issues that may exist including any related motions)	 Implementation of Final Changes Budget allocations which were approved in-concept by the Board on June 26, 2023. Addition of two (2) new budget units: DHS – Community Programs and Public Defender – Indigent Defense Counsel Office 	
	3. Changing the name of or	ne (1) budget unit: Public Defender – Administration
	4. Changing the name of or	ne (1) department: Department of Medical Examiner
	 5. Changing the Title of six (6) represented classifications and five (5) non-represented classifications: Coroner Investigator to Medical Examiner Investigator (1637) Coroner Investigator Trainee to Medical Examiner Investigator Trainee (1636) Coroner's Photographic Assistant to Medical Examiner's Photographic Assistant (7070) Evidence Custodian, Coroner to Evidence Custodian, Medical Examiner (2297) Supervising Coroner's Investigator I to Supervising Medical Examiner's Investigator I (1639) Supervising Coroner's Investigator I to Supervising Medical Examiner's Investigator I (1642) Assistant Chief, Coroner's Investigations to Assistant Chief, Medical Examiner's Investigations (1648) Chief, Coroner's Investigations to Chief, Public Services Division, Medical Examiner (0933) Chief Deputy Director, Medical Examiner-Coroner (UC) to Chief Deputy Director, Medical Examiner (UC) (1008) Chief Medical Examiner-Coroner to Chief Medical Examiner (5405) 	
	• Golf Director (8812) - 5	Salary change from 106C (\$7,457.09 - \$10,049.00) to S11 (CP: \$13,325.65)
EQUITY INDEX OR LENS WAS UTILIZED	☐ Yes ⊠ No If Yes, please explain how:	
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	☐ Yes	
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Ema Jennifer Revuelta, Principal	ail: Analyst, (213) 974-1783, <u>jrevuelta@ceo.lacounty.gov</u>



CEO September 12, 2023 Fiscal Year 2023-24 Final Changes Budget Board Letter Summary

CEO Classification/Compensation Contact Information: Jennifer Revuelta, Principal Analyst, (213) 974-1783, <u>irevuelta@ceo.lacounty.gov</u>

This Board Letter includes:

- 1. Implementation of Final Changes Budget allocations which were approved in-concept by the Board on June 26, 2023.
- 2. Addition of two (2) new budget units:
 - DHS Community Programs
 - Public Defender Indigent Defense Counsel Office
- 3. Changing the name of one (1) budget unit:
 - Public Defender Administration
- 4. Changing the name of one (1) department:
 - Department of Medical Examiner
- 5. Changing the Title of six (6) represented classifications and five (5) non-represented classifications:
 - Coroner Investigator to Medical Examiner Investigator (1637)
 - Coroner Investigator Trainee to Medical Examiner Investigator Trainee (1636)
 - Coroner's Photographic Assistant to Medical Examiner's Photographic Assistant (7070)
 - Evidence Custodian, Coroner to Evidence Custodian, Medical Examiner (2297)
 - Supervising Coroner's Investigator I to Supervising Medical Examiner's Investigator I (1639)
 - Supervising Coroner's Investigator II to Supervising Medical Examiner's Investigator II (1642)
 - Assistant Chief, Coroner's Investigations to Assistant Chief, Medical Examiner's Investigations (1638)
 - Chief, Coroner's Investigations to Chief, Medical Examiner's Investigations (1645)
 - Chief, Public Services Division, Coroner to Chief, Public Services Division, Medical Examiner (0933)
 - Chief Deputy Director, Medical Examiner-Coroner (UC) to Chief Deputy Director, Medical Examiner (UC) (1008)
 - Chief Medical Examiner-Coroner to Chief Medical Examiner (5405)
- 6. Changing the Salary of one (1) non-represented classification:
 - Golf Director (8812) Salary change from 106C (\$7,457.09 \$10,049.00) to S11 (CP: \$13,325.65)

BOARD OF SUPERVISORS Hilda L. Solis First District Holly J. Mitchell Second District Lindsey P. Horvath Third District Janice Hahn Fourth District Kathryn Barger Fifth District



COUNTY OF LOS ANGELES

Kenneth Hahn Hall of Administration500 West Temple Street, Room 713, Los Angeles, CA 90012(213) 973-1101ceo.lacounty.gov

CHIEF EXECUTIVE OFFICER Fesia A. Davenport

"To Enrich Lives Through Effective and Caring Service"

September 12, 2023

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:

COUNTYWIDE CLASSIFICATION/COMPENSATION ACTIONS TO IMPLEMENT THE FISCAL YEAR 2023-2024 FINAL CHANGES BUDGET AND OTHER CLASSIFICATION/COMPENSATION ACTIONS (ALL SUPERVISORIAL DISTRICTS) (3 VOTES)

SUBJECT

This letter and accompanying ordinance will update the departmental staffing provisions related to the approval of the Fiscal Year (FY) 2023-2024 Final Changes Budget, as well as provide technical adjustments and corrections to reflect earlier Board-approved budget and classification actions. In addition, this letter and accompanying ordinance will update the departmental staffing provisions by adding two (2) new budget sections; changing the name of one (1) budget section; changing the name of one (1) budget section; changing the name of one (1) department; changing the salary range of one (1) non-represented classification; and changing the title of six (6) represented classifications.

IT IS RECOMMENDED THAT THE BOARD:

1. Approve the accompanying ordinance amending Title 6 - Salaries, of the County Code to update the departmental staffing provisions to reflect positions allocated, deleted, and transferred in the FY 2023-2024 Final Changes Budget and to implement routine technical adjustments and corrections to reflect earlier Board-approved budget and classification actions.

The Honorable Board of Supervisors 9/12/2023 Page 2

2. Approve the accompanying ordinance amending Title 6 – Salaries, of the County Code to add two (2) new budget sections in the Departments of Health Services (DHS) and Public Defender (PD); change the name of one (1) budget section in PD; and change the department name for the Department of Medical Examiner-Coroner.

3. Approve the accompanying ordinance amending Title 6, Salaries, of the County Code to change the salary of one (1) non-represented classification in the Department of Parks and Recreation.

4. Approve in the Classification Plan the title change of six (6) represented classifications and five (5) non-represented classifications.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The following summarizes the purpose/justification of the recommended actions:

FY 2023-2024 Final Changes Budget

The subject budget phase was approved, in concept, by the Board of Supervisors (Board) on June 26, 2023. Since that time, we have been working with the departments to gather and analyze the required information to determine and allocate the appropriate classification and level of new positions. This letter implements these specific changes to the departmental staffing provisions.

The Board's approval of the attached ordinance will fulfill the Charter requirement to provide for the number of County employees. It will also provide the authority for County departments to fill new positions allocated in the FY 2023-2024 Final Changes Budget, delete positions which are obsolete, and make other adjustments as necessary. These recommendations are a routine part of the annual budget process.

Routine Adjustments and Corrections

Routine adjustments and corrections are being made to the ordinance to provide for staffing provisions for various County departments. These adjustments include position deletions and adjusting entries from previous classification actions such as reorganizations and mid-year allocations.

The Honorable Board of Supervisors 9/12/2023 Page 3

Department of Health Services Addition of a New Budget Section

We are recommending amending the County Code to reflect a new budget Section 6.78.100 Community Programs, within DHS to reflect the consolidation of the Office of Diversion and Reentry's fiscal activities under the new Community Programs budget unit to increase transparency, improve efficiency, and avoid duplicative efforts. The new budget section will include Community Programs Administration, Housing for Health Programs, and the Office of Diversion and Reentry. In addition to adding the new budget section, this action will authorize the transfer of 310 ordinance positions from the existing Health Services Administration budget section and movement of STAR Clinic staffing from Los Angeles General Hospital's budget to the newly created Community Programs. The Community Programs unit focuses on providing programmatic services including housing with a portfolio of support services and community diversion and re-entry services for the unhoused and justice-involved population.

Department of Public Defender Addition of a New Budget Section and Budget Section Name Change

We are recommending amending the County Code to reflect a new budget Section 6.104.011 Indigent Defense Counsel Office, within PD to transition administration of the independent defense counsel program from the Los Angeles County Bar Association. The program will be established as an autonomous division that is separate from PD's primary operations, in terms of policies, procedures, and technology (e.g., database), to maintain an ethical glass privacy wall and prevent conflicts of interest. In addition to adding the new budget section, this action will authorize the addition of 18 new ordinance and budgeted positions to the newly created Indigent Defense Counsel Office. This office will provide attorneys to serve as advocates for defendants who cannot be represented by institutional public defenders (i.e., PD and Alternate Public Defender) due to legal conflicts of interest.

We are further recommending amending the County Code to reflect one budget Section name change and one new budget Section within PD in the following sections:

- Section 6.104.010 Positions is being renamed as Administration Positions
- Section 6.104.011 Indigent Defense Counsel Office Positions

The name changes reflect the establishment of the Indigent Defense Counsel Office to provide indigent defense services for defendants who otherwise cannot be represented by institutional public defenders due to legal conflicts of interest.

The Honorable Board of Supervisors 9/12/2023 Page 4

Department of Medical Examiner-Coroner Name Change

On November 26, 2019, your Board introduced a motion to rename the Department of Medical Examiner-Coroner to the Department of Medical Examiner to accurately depict the department's role as an agency providing medicolegal opinions independent from law enforcement. On June 27, 2023, your Board approved the department's request for the department's name change. Therefore, we are recommending amending the County Code to change the name of one (1) department in the following chapter/section:

• Chapter 6.52 – Department of Medical Examiner-Coroner is being renamed as Department of Medical Examiner

The name change will reflect the Board's June 27, 2023 approval of the department's name change on Title 2 - Administration of the County Code.

Title Changes

Consistent with the above-mentioned department name change, we are recommending changing the payroll titles of six (6) represented classifications and five (5) non-represented classifications in the Department of Medical Examiner to ensure consistency with the new department name (Attachment).

Salary Adjustment

We are recommending a change to the salary range for one (1) non-represented classification, Golf Director (Item No. 8812), for the Department of Parks and Recreation to be included in the Management Appraisal and Performance Plan (Attachment). This change is essential to reflect the managerial responsibilities and complexity of the position.

Implementation of Strategic Plan Goals

Approval of the accompanying ordinance will further the County Strategic Plan Goal III – Realize Tomorrow's Government Today. Specifically, it will address Strategy III.3 to Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability.

FISCAL IMPACT/FINANCING

The cost of and financing for the new position recommendations have been included in the FY 2023-2024 Final Changes Budget. The salary adjustment for the Golf Director will be funded with the Department of Parks and Recreation's revenue and no net County The Honorable Board of Supervisors 9/12/2023 Page 5

cost was requested. If this letter is approved, the funding for the Golf Director position will be included in the FY 2023-2024 Supplemental Budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Pursuant to Article III, Section 11(3) of the Charter of the County of Los Angeles, the Board of Supervisors is "to provide, by ordinance, for the number of assistants, deputies, clerks, attaches, and other persons employed in the service of the County." The County Charter also authorizes the establishment and maintenance of "a classification plan and the classification of all positions." This responsibility is further delineated in Civil Service Rule 5.

Appropriate notifications have been made to the impacted employee organizations regarding the recommended classification actions. The accompanying ordinance implementing amendments to Title 6, Salaries, of the County Code has been approved as to form by County Counsel.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of these recommendations will enable departments to effect personnel actions associated with the FY 2023-2024 Final Changes Budget and other classification actions.

Respectfully submitted,

FESIA A. DAVENPORT Chief Executive Officer

FAD:JMN:ADC:AYH JR:AS:mmg

Enclosures

c: Executive Office, Board of Supervisors County Counsel Auditor-Controller Human Resources Affected Departments

CLASSIFICATION PLAN CHANGES

ATTACHMENT

NON-REPRESENTED CLASSIFICATION RECOMMENDED FOR SALARY CHANGE TO THE CLASSIFICATION PLAN

ltem No.	Title	Current SalaryRecommendTitleSchedule andSalary ScheduleLeveland Leveland Level		chedule	
8812	Golf Director	106C	NMO	S11	N23

REPRESENTED CLASSIFICATIONS RECOMMENDED FOR TITLE CHANGE IN THE CLASSIFICATION PLAN

ltem No.	Current Title	Recommended New Title
1637	Coroner Investigator	Medical Examiner Investigator
1636	Coroner Investigator Trainee	Medical Examiner Investigator Trainee
7070	Coroner's Photographic Assistant	Medical Examiner's Photographic Assistant
2297	Evidence Custodian, Coroner	Evidence Custodian, Medical Examiner
1639	Supervising Coroner's Investigator I	Supervising Medical Examiner's Investigator I
1642	Supervising Coroner's Investigator II	Supervising Medical Examiner's Investigator II

CLASSIFICATION PLAN CHANGES

ATTACHMENT

NON-REPRESENTED CLASSIFICATIONS RECOMMENDED FOR TITLE CHANGE IN THE CLASSIFICATION PLAN

ltem No.	Current Title	Recommended New Title
1638	Assistant Chief, Coroner's Investigations	Assistant Chief, Medical Examiner's Investigations
1645	Chief, Coroner's Investigations	Chief, Medical Examiner's Investigations
0933	Chief, Public Services Division, Coroner	Chief, Public Services Division, Medical Examiner
1008	Chief Deputy Director, Medical Examiner-Coroner (UC)	Chief Deputy Director, Medical Examiner (UC)
5405	Chief Medical Examiner-Coroner	Chief Medical Examiner

ANALYSIS

This ordinance amends Title 6 – Salaries of the Los Angeles County Code by:

- Changing the salary of one employee classification;
- Changing the title of six employee classifications;

• Amending section 6.28.060 (Table of positions without compensation and positions paid in accordance with special provisions in Chapters 6.02 – 6.24 and Division 3) to change the title of two classifications with a special pay provision;

• Amending sections 6.08.465 (Compensation for travel and continuing medical education), 6.52.010 (Department of Medical Examiner-Coroner – Positions) and 6.52.020 (Additional Information) to reflect a department name change;

• Adding sections 6.78.100 (Department of Health Services – Community Programs – Positions) and 6.104.011 (Public Defender – Indigent Defense Counsel Office – Positions);

• Amending section 6.104.010 (Public Defender – Positions) to reflect a section name change; and

• Adding, deleting, and/or changing certain employee classifications and number of ordinance positions in the departments of Aging and Disabilities, Arts and Culture, Chief Executive Officer, Children and Family Services, Consumer and Business Affairs, County Counsel, District Attorney, Fire, Health Services, Human Resources, Internal Services, Justice, Care and Opportunities, Medical Examiner, Mental Health, Parks and Recreation, Probation, Public Defender, Public Health, Public Social Services, Registrar-Recorder/County Clerk, Sheriff, and Youth Development.

DAWYN R. HARRISON County Counsel

By: POUYA BAVAFA Senior Deputy County Counsel Labor & Employment Division

PB:

ORDINANCE NO.

An ordinance amending Title 6 – Salaries of the Los Angeles County Code to change the salary of one employee classification; change the title of six employee classifications; change the title of two employee classifications with a special pay provision; amend three sections to reflect a department name change; add two new sections; amend one section to reflect a section name change; and add, delete, and/or change certain employee classifications and the number of ordinance positions in various departments as a result of the budget process for FY 2023-2024.

The Board of Supervisors of the County of Los Angeles ordains as follows: **SECTION 1.** Section 6.08.465 is hereby amended to read as follows:

6.08.465 Compensation for travel and continuing medical education.

A. Upon authorization of the chief executive officer, any Physician or Dental Director compensated under the New Management Physician Pay Plan shall be allowed time necessary to be absent from work at his regular pay to participate in seminars, conferences and other professional forums, provided such participation is otherwise in accordance with procedures established in the department of health services' Salary Only Travel Plan approved by the board of supervisors.

B. Notwithstanding the provisions of subsections A above, department provided in-service training shall not count towards the training day limitations on continuing medical education specified in those subsections; however, travel time to and from such continuing medical education shall be counted against those limitations on a day-for-day basis. C. Effective January 1, 2020, a full-time permanent Physician specializing in Pathology - Forensic in the Department of the Medical Examiner-Coroner shall receive a continuing education allowance of \$1,000 per year to cover tuition, course registration, fees, and course materials. Payment shall be issued between January 1 and 15. The allowance shall not constitute a base rate. This section shall terminate effective September 30, 2021.

SECTION 2. Section 6.28.050 (Tables of Classes of Positions with Salary Schedule and Level) is hereby amended to change the salary of the following class:

ITEM NO.	TITLE		EFFECTIVE DATE	SALARY SALARY SCHEDU AND LEV	JLE
8812	GOLF DIRECTOR	$\frac{1}{1}$)1/01/2021 10/01/2022 10/01/2023 10/01/2024 * 10/01/2023 10/01/2024	NMO NMO NMO NMO N23 N23 N23	104C 106C 107E 108G <u>S11</u> <u>S11</u> <u>S11</u>

*The Executive Office/Clerk of the Board of Supervisors shall insert the effective date for the salary or salary schedule and level in the space provided for the salary changes made to Section 6.28.050 of the County Code. SECTION 3. Section 6.28.050 (Tables of Classes of Positions with Salary

Schedule and Level) is hereby amended to change the title of the following classes:

ITEM NO.	TITLE
1638	ASST CHIEF,CORONER'S INVESTIGATIONS ASST CHIEF,MEDICAL EXAMINER'S INVESTIGATIONS
1008	CHF DEPY DIR,MED EXAM-CORONER(UC) CHF DEPY DIR,MED EXAMINER(UC)
1645	CHIEF, CORONER'S INVESTIGATIONS CHIEF, MEDICAL EXAMINER'S INVESTIGATIONS
0933	CHIEF, PUBLIC SERVICES DIV, CORONER CHIEF, PUBLIC SERVICES DIV, MEDICAL EXAMINER
5405	CHIEF MEDICAL EXAMINER-CORONER CHIEF MEDICAL EXAMINER

SECTION 4. Section 6.28.060 (Table of positions without compensation and

positions paid in accordance with special provisions in Chapters 6.02 — 6.24 and

Division 3) is hereby amended to change the title of the following classes:

ITEM NO.	TITLE
9464	DEPUTY CORONER, W/O COMP. DEPUTY MEDICAL EXAMINER, W/O COMP.

9492 HEARING OFFICER, CORONER, W/O COMP. HEARING OFFICER, MEDICAL EXAMINER, W/O COMP. SECTION 5. Section 6.36.010 (Department of Arts and Culture) is hereby

amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDIN POSITI	ANCE	TITLE
1002A	2	<u>3</u>	ADMINISTRATIVE SERVICES MANAGER I
1848A	4	<u>2</u>	MANAGEMENT ANALYST
8805A	7	<u>6</u>	PROGRAM ASSOCIATE, ARTS AND CULTURE
8814A	11	<u>10</u>	SR PROG ASSOCIATE, ARTS AND CULTURE

SECTION 6. Section 6.50.010 (Department of the Chief Executive Officer) is

hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDIN/ POSITI	ANCE	TITLE
0827A	21	<u>22</u>	ANALYST,CEO
2110A	10	<u>12</u>	MANAGEMENT SECRETARY IV
0845A	33	<u>34</u>	MANAGER,CEO
0830A	110	<u>123</u>	PRINCIPAL ANALYST, CEO
0829A	73	<u>79</u>	SENIOR ANALYST,CEO
0847A	4	<u>7</u>	SENIOR MANAGER,CEO(UC)

SECTION 7. Section 6.52.010 (Department of Medical Examiner-Coroner) is

hereby amended to read as follows:

6.52.010 Department of Medical Examiner-Coroner - Positions.

SECTION 8. Section 6.52.010 (Department of Medical Examiner) is hereby

amended to change the title of the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
1638A	1	ASST CHIEF, CORONER'S INVESTIGATIONS ASST CHIEF, MEDICAL EXAMINER'S INVESTIGATIONS
1008A	1	CHF DEPY DIR,MED EXAM CORONER(UC) CHF DEPY DIR,MED EXAMINER(UC)
1645A	1	CHIEF, CORONER'S INVESTIGATIONS CHIEF, MEDICAL EXAMINER'S INVESTIGATIONS
0933A	1	CHIEF, PUBLIC SERVICES DIV, CORONER CHIEF, PUBLIC SERVICES DIV, MEDICAL EXAMINER
5405L	1	CHIEF MEDICAL EXAMINER-CORONER CHIEF MEDICAL EXAMINER
1637A	54	CORONER INVESTIGATOR MEDICAL EXAMINER INVESTIGATOR
1636A	1	CORONER INVESTIGATOR TRAINEE MEDICAL EXAMINER INVESTIGATOR TRAINEE
7070A	1	CORONER'S PHOTOGRAPHIC ASSISTANT MEDICAL EXAMINER'S PHOTOGRAPHIC ASSISTANT
2297A	3	EVIDENCE CUSTODIAN, CORONER EVIDENCE CUSTODIAN, MEDICAL EXAMINER
1639A	8	SUPVG CORONER'S INVESTIGATOR I SUPVG MEDICAL EXAMINER'S INVESTIGATOR I
1642A	2	SUPVG CORONER'S INVESTIGATOR II

HOA.104393094.1

SUPVG MEDICAL EXAMINER'S INVESTIGATOR II

SECTION 9. Section 6.52.010 (Department of Medical Examiner) is hereby

amended to change the number of ordinance positions for the following class:

ITEM NO.	NO. OF ORDINANCE POSITIONS		TITLE
2297A	3	<u>4</u>	EVIDENCE CUSTODIAN, MEDICAL EXAMINER

SECTION 10. Section 6.52.020 is hereby amended to read as follows:

6.52.020 Additional information.

A. Medical Examiner-Coroner-Physician Recruitment Incentive.

1. Definitions:

a. Medical Examiner-Coroner shall mean the County of Los Angeles Department of Medical Examiner-Coroner.

b. Eligible Physician shall mean an individual hired or appointed on or after July 1, 2019, as a Senior Physician (Item No. 5456<u>A</u>-74) or Physician Specialist (Item No<u>s</u>. 5476<u>A and 5476C</u>-74) in the medical specialty of Pathology, Forensic and who is continuously assigned during the relevant time period to the Medical Examiner-Coroner on a full-time monthly permanent basis as defined in Section 6.28.020.B. If an overall rating of "Needs Improvement" or "Unsatisfactory" is filed with the Director of Personnel, the physician's status as an Eligible Physician shall be terminated. A physician who has received reimbursement under Section 6.52.020.B. or who is hired or

appointed on or after January 1, 2022, is not an Eligible Physician for the purposes of this Section 6.52.020.A.

c. Qualifying Service shall mean time spent in active on-the-job performance as an Eligible Physician and includes approved leave of up to two weeks in any six-month period. Service in any other County job classification, in an acting capacity, in a County assignment other than the Medical Examiner-Coroner, or assignment to the Medical Examiner-Coroner on other than a full-time basis, shall not qualify as Qualifying Service. Qualifying Service shall be tolled during an approved leave of absence exceeding two weeks in any six-month period, unless such tolling is prohibited by applicable law.

2. Requirements to Qualify for a Recruitment Incentive. An Eligible Physician may receive a recruitment incentive bonus under the following conditions and subject to the following limitations:

a. Six-Month Incentive. Beginning January 1, 2020, in addition to the compensation established for these classifications, an Eligible Physician who (i) completes six months of continuous Qualifying Service commencing on the physician's date of hire or appointment and assignment to the Medical Examiner-Coroner, and (ii) has a departmental performance evaluation that is an overall rating of "Competent" or better during the relevant time period shall receive a one-time lump sum payment of \$10,000. If the Eligible Physician ceases to be an Eligible Physician for any reason before completion of six months of continuous Qualifying Service, no part of this incentive bonus shall be paid. The tolling of Qualifying Service due to an approved

leave of absence in accordance with Section 6.52.020.A.1.c., will not result in a break in the continuity of Qualifying Service. The period of tolling shall not be counted in calculating the six-month period under this provision. Only one incentive bonus under this subsection a. is payable to each Eligible Physician during his or her County employment.

b. One-Year Incentive. Beginning July 1, 2020, in addition to the compensation established for these classifications and the incentive bonus provided for in Section 6.52.020.A.2.a., an Eligible Physician who (i) completes one year of continuous Qualifying Service commencing on the physician's date of hire or appointment and assignment to the Medical Examiner-Coroner, and (ii) has a departmental performance evaluation that is an overall rating of "Competent" or better, shall receive a one-time lump sum payment of \$20,000. If the Eligible Physician ceases to be an Eligible Physician for any reason before completion of one year of continuous Qualifying Service, no part of this incentive bonus shall be paid. The tolling of Qualifying Service due to an approved leave of absence in accordance with Section 6.52.020.A.1.c. will not result in a break in the continuity of Qualifying Service. The period of tolling shall not be counted in calculating the one-year period under this provision. Only one incentive bonus under this subsection b. is payable to each Eligible Physician during his or her County employment.

h. The Medical Examiner-Coroner reserves the right to terminate the recruitment incentive for new hires at any time due to the lack of available funding,

. . .

provided that a current Eligible Physician who qualifies for a recruitment incentive pursuant to this Section 6.52.020.A. at the time the recruitment incentive is terminated may continue to qualify for the recruitment incentive on the same basis, as provided for in Section 6.52.020.A.2. if he or she meets the requirements of Section 6.52.020.A.2.

B. Medical Examiner-Coroner—Physician Student Loan Payment Reimbursement Incentive.

1. Definitions:

a. Medical Examiner-Coroner shall mean the County of Los Angeles Department of Medical Examiner-Coroner.

b. Eligible Physician shall mean a Senior Physician (Item No. 5456<u>A</u>-74) or Physician Specialist (Item Nos. 54<u>76A</u>55-74 and 5476<u>C</u>-74) in the medical specialty of Pathology-Forensic, and who is continuously assigned to the Medical Examiner-Coroner on a full-time monthly permanent basis as defined in Section 6.28.020.B. If an overall rating of "Needs Improvement" or "Unsatisfactory" is filed with the Director of Personnel, status as an Eligible Physician shall be terminated and not restored until an overall rating of "Competent" or better is received on the next departmental performance evaluation. Eligible status may be restored as described in this subsection b. only once during the Physician's County employment. A physician who has received an incentive bonus under Section 6.52.020.A., or who is hired or appointed on or after January 1, 2022, is not an Eligible Physician for the purposes of this Section 6.52.020.B.

c. Qualifying Service shall mean time spent in active on-the-job performance as an Eligible Physician and includes approved leave of up to four weeks in any one-year period. Service in any other County job classification, in an acting capacity, in a County assignment other than the Medical Examiner-Coroner, or assignment to the Medical Examiner-Coroner on other than a full-time basis, shall not qualify as Qualifying Service. Employment with any employer other than the County shall not count as Qualifying Service. Service performed during any period when an overall rating of "Needs Improvement" or "Unsatisfactory" is filed with the Director of Personnel shall not be Qualifying Service. Qualifying Service shall be tolled during an approved leave of absence exceeding four weeks in any one-year period, unless such tolling is prohibited by applicable law.

d. Qualifying Student Loan shall mean a loan (or the portion of a loan, if consolidated) taken and used to cover the cost of an Eligible Physician's undergraduate, graduate, or medical school education. The determination of whether or to what extent a loan is a Qualifying Student Loan shall be made based on guidelines established by the Chief Executive Officer.

2. Requirements to Qualify for a Physician Student Loan Payment Reimbursement Incentive. An Eligible Physician may receive a Qualifying Student Loan payment reimbursement under the following conditions and subject to the following limitations:

a. Annual Reimbursement Incentive. Beginning July 1, 2020, in addition to the compensation established for these classifications, an Eligible Physician

who (i) completes one continuous year of Qualifying Service and (ii) has a departmental performance evaluation that is an overall rating of "Competent" or better for that period, shall be eligible for reimbursement of up to \$30,000 in Qualifying Student Loan payments made during the year, provided that such reimbursement is subject to approval by the Chief Medical Examiner-Coroner upon timely submission of adequate documentation based on the guidelines established by the Chief Executive Officer to substantiate the Qualifying Student Loan payment. Documentation to substantiate the expenses must be submitted to the Chief Medical Examiner-Coroner within 30 days after completion of the requisite continuous year of Eligible Service. Notwithstanding the foregoing, all substantiation documentation must be submitted no later than February 15 of the calendar year following the calendar year in which the required Eligible Service is completed. Expenses incurred or substantiated after February 15 of the calendar year following the calendar year in which the required Eligible Service is completed will not be reimbursed. Reimbursement will be made within 60 days of receipt of proper substantiation, but in no event later than March 15 of the calendar year following the calendar year in which the required Eligible Service is completed. If the Eligible Physician ceases to be an Eligible Physician for any reason before completion of one year of continuous Qualifying Service, no part of this Qualifying Student Loan payment reimbursement shall be paid. The tolling of Qualifying Service due to an approved leave of absence in accordance with Section 6.52.020.B.1.c. will not result in a break in the continuity of Qualifying Service. The period of tolling shall not be counted in calculating the one-year period under this provision.

b. An Eligible Physician may qualify for the annual Qualifying Student Loan payment reimbursement provided for in Section 6.52.020.B.2.a. up to seven times during his or her County employment so long as he or she meets the requirements set forth in subsection a. of this Section 6.52.020.B.2. Total reimbursement for Qualifying Student Loan payments under this Section 6.52.020.B. shall not exceed \$210,000 per Eligible Physician.

c. Notwithstanding the foregoing, reimbursement under this Section 6.52.020.B. shall be made subject to any additional conditions approved by the Chief Executive Office.

d. Payments made pursuant to this Section 6.52.020.B. shall not constitute a base rate.

e. In no event shall a physician receive both a Qualifying Student Loan payment reimbursement pursuant to this Section 6.52.020.B. and a recruitment incentive pursuant to Section 6.52.020.A. during his or her County employment.

f. In no event shall a physician hired or appointed after December 31, 2021, be entitled to a Qualifying Student Loan payment reimbursement pursuant to this Section 6.52.020.B.

g. The Medical Examiner-Coroner reserves the right to terminate the student loan incentive for new participants at any time due to the lack of available funding, provided that a current Eligible Physician participating in the student loan incentive pursuant to this Section 6.52.020.B. at the time the incentive is terminated may continue to qualify for the annual Qualifying Student Loan payment reimbursement

on the same basis, as provided for in Section 6.52.020.B.2.b. if he or she meets the requirements set forth in Section 6.52.020.B.2.

C. Effective October 1, 2018, persons employed as Assistant Chief, Coroner's Investigations (Item No. 1638) and Chief, Medical Examiner Coroner's Investigations (Item No. 1645) shall be entitled to additional compensation for possessing a basic American Board of Medicolegal Death Investigators (ABMDI) Registry Certification or ABMDI Board Certification, upon department head receipt of verification. The additional compensation under this section shall not be cumulative and shall not constitute a base rate.

1. The amount of the additional compensation shall be 8 standard salary levels, approximately 2.0176 percent, for the basic ABMDI Registry Certification, or 12 standard salary levels, approximately 3.0416 percent, for the ABMDI Board Certification for persons employed as Assistant Chief, Coroner's Investigations (Item No. 1638).

2.—The amount of the additional compensation shall be 2 percent for the basic ABMDI Registry Certification, or 3 percent for possession of an ABMDI Board Certification, for persons employed as Chief, <u>Medical Examiner</u> Coroner's Investigations (Item No. 1645).

D. Effective October 1, 2018, the Department of Medical Examiner - Coroner shall reimburse employees in the classifications of Assistant Chief, Coroner's Investigations (Item No. 1638) and Chief, Medical Examiner Coroner's Investigations (Item No. 1645) for the initial ABMDI Board Certification fees upon department head receipt of proof of certification.

SECTION 11. Section 6.53.010 (Department of Children and Family Services) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDIN POSITI	ANCE	TITLE
9085A	126	<u>128</u>	ASST REGIONAL ADMINISTRATOR, CFS
9086A	36 4	<u>365</u>	CHILDREN SERVICES ADMINISTRATOR I
9087A	93	<u>94</u>	CHILDREN SERVICES ADMINISTRATOR II
9073A	4 533	<u>4558</u>	CHILDREN'S SOCIAL WORKER III
9181A	91	<u>92</u>	ELIGIBILITY SUPERVISOR
9179A	4 81	<u>485</u>	ELIGIBILITY WORKER II
2214A	962	<u>972</u>	INTERMEDIATE TYPIST-CLERK
2525A	22	<u>23</u>	SENIOR APPLICATION DEVELOPER
1140A	76	<u>86</u>	SENIOR CLERK
2216A	266	<u>267</u>	SENIOR TYPIST-CLERK
9074A	886	<u>891</u>	SUPVG CHILDREN'S SOCIAL WORKER

SECTION 12. Section 6.58.010 (Aging and Disabilities Department) is hereby

amended to add the following class and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
<u>2569N</u>	<u>1</u>	INFORMATION TECHNOLOGY SPECIALIST I

SECTION 13. Section 6.58.010 (Aging and Disabilities Department) is hereby

amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS		TITLE
1002N	3	<u>9</u>	ADMINISTRATIVE SERVICES MANAGER I
1003N	5	<u>7</u>	ADMINISTRATIVE SERVICES MANAGER II
4229N	2	<u>4</u>	CONTRACT PROGRAM MONITOR
8021N	20	<u>22</u>	HUMAN SERVICES ADMINISTRATOR I
1848A	5	<u>6</u>	MANAGEMENT ANALYST
1848N	13	<u>17</u>	MANAGEMENT ANALYST
2525N	4	<u>2</u>	SENIOR APPLICATION DEVELOPER
2593N	4	<u>2</u>	SENIOR INFORMATION SYSTEMS ANALYST

SECTION 14. Section 6.60.010 (Department of Consumer and Business Affairs)

is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.			TITLE
1669A	7	<u>8</u>	CHIEF CONSUMER & BUSINESS AFFAIRS REP
1667A	5	<u>6</u>	CONSUMER & BUSINESS AFFAIRS SPECIALIST
0978A	2	<u>4</u>	PROGRAM MANAGER II

SECTION 15. Section 6.64.010 (County Counsel) is hereby amended to change

the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS		TITLE
9206A	136	<u>138</u>	DEPUTY COUNTY COUNSEL
2160A	35	<u>37</u>	LEGAL OFFICE SUPPORT ASSISTANT I
9207A	226	<u>227</u>	SENIOR DEPUTY COUNTY COUNSEL
2163A	14	<u>15</u>	SENIOR LEGAL OFFICE SUPPORT ASST

SECTION 16. Section 6.70.010 (District Attorney) is hereby amended to change

the number of ordinance positions for the following classes:

ITEM NO.	no. of Ordin, Positi	ANCE	TITLE
9272A	277	<u>276</u>	DEPUTY DISTRICT ATTORNEY II
9273A	352	<u>351</u>	DEPUTY DISTRICT ATTORNEY III

SECTION 17. Section 6.76.011 (Fire Department – Administrative) is hereby

amended to change the number of ordinance positions for the following class:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
1004A	<u>2 3</u>	ADMINISTRATIVE SERVICES MANAGER III

SECTION 18. Section 6.76.016 (Fire Department – Special Services) is hereby

amended to add the following class and number of ordinance positions:

ITEM	NO. OF	TITLE
NO.	ORDINANCE	
	POSITIONS	

7745A **REFRIGERATION MECHANIC** <u>3</u>

SECTION 19. Section 6.76.017 (Fire Department – Leadership and Professional Standards) is hereby amended to delete the following class and number of ordinance

positions:

ITEM	NO. OF	TITLE
NO.	ORDINANCE	
	POSITIONS	

5457A 4 **CHIEF PHYSICIAN I**

SECTION 20. Section 6.77.010 (Department of Public Health) is hereby

amended to delete the following class and number of ordinance positions:

ITEM	NO. OF	TITLE
NO.	ORDINANCE	
	POSITIONS	

STUDENT PROF WORKER, INFO TECH 2482E 1

SECTION 21. Section 6.77.010 (Department of Public Health) is hereby

amended to add the following classes and number of ordinance positions:

-	TEM IO.	NO. OF ORDINANCE POSITIONS	TITLE
<u>5</u>	465A	1	CHIEF PHYSICIAN I (NO SPECIALTY)
<u>1</u>	<u>763A</u>	<u>1</u>	DATA SCIENTIST
<u>7</u>	<u>963N</u>	<u>1</u>	HEAD GRAPHIC ARTIST
<u>4</u>	629A	<u>1</u>	PROGRAM IMPEMENTATION MANAGER, HS

9035N	2	PSYCHIATRIC SOCIAL WORKER II

1764A	1	SENIOR DATA SCIENTIST

8106N 1 SUPERVISING COMMUNITY HEALTH WORKER

SECTION 22. Section 6.77.010 (Department of Public Health) is hereby

amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS		TITLE
1002N	13	<u>17</u>	ADMINISTRATIVE SERVICES MANAGER I
1003N	2	<u>4</u>	ADMINISTRATIVE SERVICES MANAGER II
5233A	7	<u>8</u>	ASSISTANT PROGRAM SPECIALIST, PHN
4595A	23	<u>25</u>	ASSISTANT STAFF ANALYST, HLTH SERVS
4595N	4 6	<u>47</u>	ASSISTANT STAFF ANALYST, HLTH SERVS
4614A	31	<u>32</u>	CONTRACT PROGRAM AUDITOR
4614N	68	<u>66</u>	CONTRACT PROGRAM AUDITOR
5672A	229	<u>230</u>	ENVIRONMENTAL HEALTH SPECIALIST III
1759A	16	<u>26</u>	EPIDEMIOLOGIST
1759N	4 8	<u>52</u>	EPIDEMIOLOGIST
1757A	18	<u>21</u>	EPIDEMIOLOGY ANALYST
0748N	9	<u>12</u>	FINANCIAL SPECIALIST II
4846A	6	<u>5</u>	HEALTH EDUCATION ASSISTANT
4846N	19	<u>31</u>	HEALTH EDUCATION ASSISTANT
4848N	13	<u>15</u>	HEALTH EDUCATOR

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4727A	23	<u>26</u>	HEALTH PROGRAM ANALYST I
4729A	22	<u>25</u>	HEALTH PROGRAM ANALYST II
4731A	10	<u>11</u>	HEALTH PROGRAM ANALYST III
4543A	3	<u>4</u>	HEALTH PROGRAM MANAGER III
2591N	15	<u>16</u>	INFORMATION SYSTEMS ANALYST II
2214A	205	<u>206</u>	INTERMEDIATE TYPIST-CLERK
1848A	7	<u>11</u>	MANAGEMENT ANALYST
1848N	23	<u>25</u>	MANAGEMENT ANALYST
5286A	19	<u>18</u>	NURSE MANAGER
5476N	4	<u>5</u>	PHYSICIAN SPECIALIST(NON MEGAFLEX)
2526N	6	<u>7</u>	PRINCIPAL APPLICATION DEVELOPER
2552N	4	<u>2</u>	PRINCIPAL OPERATING SYSTEMS ANALYST
5645A	67	<u>70</u>	PUBLIC HEALTH INVESTIGATOR
5230A	447	<u>448</u>	PUBLIC HEALTH NURSE
5230N	136	<u>157</u>	PUBLIC HEALTH NURSE
5236A	52	<u>55</u>	PUBLIC HEALTH NURSING SUPERVISOR
5236N	20	<u>22</u>	PUBLIC HEALTH NURSING SUPERVISOR
1608N	2	<u>3</u>	PUBLIC INFORMATION SPECIALIST
5133N	3	<u>2</u>	REGISTERED NURSE I
5134N	8	<u>7</u>	REGISTERED NURSE II
2096A	31	<u>30</u>	SECRETARY III
0666N	2	<u>3</u>	SENIOR ACCOUNTING SYSTEMS TECH

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4594A	23	<u>24</u>	SENIOR STAFF ANALYST, HEALTH
4594N	26	<u>28</u>	SENIOR STAFF ANALYST, HEALTH
2216A	135	<u>133</u>	SENIOR TYPIST-CLERK
2216N	114	<u>116</u>	SENIOR TYPIST-CLERK
4593A	53	<u>57</u>	STAFF ANALYST, HEALTH
4593N	84	<u>90</u>	STAFF ANALYST, HEALTH
0907N	25	<u>29</u>	STAFF ASSISTANT I
8258F	6	<u>13</u>	STUDENT PROFESSIONAL WORKER II
1760A	7	<u>11</u>	SUPERVISING EPIDEMIOLOGIST
1760N	18	<u>20</u>	SUPERVISING EPIDEMIOLOGIST
2373A	4	<u>2</u>	SUPPLY OFFICER I

SECTION 23. Section 6.78.010 (Department of Health Services – Administration)

is hereby amended to delete the following classes and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
4 595N	2	ASSISTANT STAFF ANALYST, HLTH SERVS
4 112A	1	DEPARTMENTAL FACILITIES PLANNER II
4583A	1	DIR, OFF OF DIVERSION & RE-ENTRY (UC)
6685A	1	MANAGER I, FACILITIES OPNS & CRAFTS
9002A	2	MEDICAL CASE WORKER II
9038A	3	MENTAL HEALTH CLINICAL SUPERVISOR

4740A	4	MENTAL HLTH PROGRAM MANAGER I
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- 0978A 1 PROGRAM MANAGER II
- 9035A 20 PSYCHIATRIC SOCIAL WORKER II
- 5329A 1 SUPERVISING CLINIC NURSE I
- 8712A 2 SUPERVISING PSYCHOLOGIST

SECTION 24. Section 6.78.010 (Department of Health Services – Administration)

is hereby amended to add the following classes and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
<u>1765A</u>	<u>1</u>	DATA SCIENTIST SUPERVISOR
<u>1762A</u>	2	PREDICTIVE DATA ANALYST
<u>1608A</u>	1	PUBLIC INFORMATION SPECIALIST
<u>5473F</u>	<u>20</u>	RELIEF PHYSICIAN
<u>2094A</u>	1	SECRETARY I

SECTION 25. Section 6.78.010 (Department of Health Services – Administration)

is hereby amended to change the number of ordinance positions for the following

classes:

ITEM NO.	NO. OF ORDIN POSITI	ANCE	TITLE
0888A	12	<u>13</u>	ADMINISTRATIVE ASSISTANT II
5295A	21	<u>23</u>	ASST NURSING DIR, ADMINISTRATION

4595A	69	<u>30</u>	ASSISTANT STAFF ANALYST, HLTH SERVS
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- 8697A 3 <u>5</u> CLINICAL PSYCHOLOGIST II
- 4625A 4 <u>3</u> DEPUTY, MANAGEMENT PROGRAMS, HS(UC)
- 2214A 64 58 INTERMEDIATE TYPIST-CLERK
- 2109A 7 <u>6</u> MANAGEMENT SECRETARY III
- 5286A <u>11</u> <u>10</u> NURSE MANAGER
- 5121A 24 21 NURSE PRACTITIONER
- 5214A 22 21 NURSING INSTRUCTOR
- 9197A 23 19 PATIENT RELATIONS REPRESENTATIVE
- 5476A 23 22 PHYSICIAN SPECIALIST(NON MEGAFLEX)
- 4629A 15 10 PROGRAM IMPLEMENTATION MANAGER, HS
- 5133A 9 <u>4</u> REGISTERED NURSE 1
- 5134A 64 <u>34</u> REGISTERED NURSE II
- 5135A 19 12 REGISTERED NURSE III
- 1140A 29 26 SENIOR CLERK
- 9019A 4 <u>3</u> SENIOR CLINICAL SOCIAL WORKER
- 1764A 4 <u>4</u> SENIOR DATA SCIENTIST
- 5216A 24 <u>35</u> SENIOR NURSING INSTRUCTOR
- 5456A 6 5 SENIOR PHYSICIAN
- 4594A 62 <u>39</u> SENIOR STAFF ANALYST, HEALTH
- 4593A 200 131 STAFF ANALYST, HEALTH
- 4593N 9 7 STAFF ANALYST, HEALTH

0907A	32	<u>21</u>	STAFF ASSISTANT I
0913A	2	<u>3</u>	STAFF ASSISTANT II
9144A	20	<u>18</u>	STAFF DEVELOPMENT SPECIALIST, HS

SECTION 26. Section 6.78.055 (Department of Health Services – Harbor Care

South) is hereby amended to delete the following class and number of ordinance

positions:

ITEM NO. OF TITLE NO. ORDINANCE POSITIONS

0977N 1 PROGRAM MANAGER I

SECTION 27. Section 6.78.055 (Department of Health Services – Harbor Care

South) is hereby amended to add the following class and number of ordinance

positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
<u>5036A</u>	1	PATHOLOGISTS' ASSISTANT

SECTION 28. Section 6.78.055 (Department of Health Services – Harbor Care

South) is hereby amended to change the number of ordinance positions for the

following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS		TITLE
5092A	70	<u>75</u>	CERTIFIED MEDICAL ASSISTANT

4895A	88	<u>87</u>	CLINICAL LABORATORY SCIENTIST I
5513A	26	<u>27</u>	CLINICAL PHARMACIST
1176A	8	<u>7</u>	INTERMEDIATE SUPERVISING CLERK
2214A	151	<u>152</u>	INTERMEDIATE TYPIST-CLERK
9002A	56	<u>59</u>	MEDICAL CASE WORKER II
5504A	69	<u>71</u>	PHARMACY TECHNICIAN
5411M	107	<u>108</u>	PHYSICIAN, POST GRADUATE (3RD YEAR)
5134A	666	<u>676</u>	REGISTERED NURSE II
5135A	181	<u>183</u>	REGISTERED NURSE III
5473F	74	<u>84</u>	RELIEF PHYSICIAN
8105A	5	<u>6</u>	SENIOR COMMUNITY HEALTH WORKER
5456A	30	<u>31</u>	SENIOR PHYSICIAN
2216A	41	<u>42</u>	SENIOR TYPIST-CLERK
0913A	1 1	<u>12</u>	STAFF ASSISTANT II
5338A	57	<u>58</u>	SUPERVISING STAFF NURSE I

SECTION 29. Section 6.78.060 (Department of Health Services – LAC+USC Medical Center) is hereby amended to delete the following classes and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
4581A	4	CHIEF, MANAGEMENT SYSTEMS, HLTH SERVS

- 5094F 1 CLINIC LICENSED VOCATIONAL NURSE II
- 9020A 1 CLINICAL SOCIAL WORK CHIEF I
- 2657A 1 DATA CONTROL CLERK
- 6552A 1 ELEVATOR OPERATOR
- 4848A 1 HEALTH EDUCATOR
- 2399A 1 STANDARDIZATION SPECIF COORD,MC

SECTION 30. Section 6.78.060 (Department of Health Services - LAC+USC

Medical Center) is hereby amended to add the following class and number of ordinance

positions:

ITEM NO.	NO. OF ORDINAN POSITION	
<u>4751A</u>	<u>1</u>	DENTAL HYGIENIST

SECTION 31. Section 6.78.060 (Department of Health Services - LAC+USC

Medical Center) is hereby amended to change the number of ordinance positions for the

following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS		TITLE
5092A	47	<u>45</u>	CERTIFIED MEDICAL ASSISTANT
8697A	7	<u>6</u>	CLINICAL PSYCHOLOGIST II
9015A	-10	<u>8</u>	CLINICAL SOCIAL WORK SUPERVISOR II
8103A	32	<u>26</u>	COMMUNITY HEALTH WORKER

4846A	4	<u>3</u>	HEALTH EDUCATION ASSISTANT
2214A	159	<u>158</u>	INTERMEDIATE TYPIST-CLERK
5121A	109	<u>106</u>	NURSE PRACTITIONER
5098F	16	<u>15</u>	NURSING ATTENDANT I
5857A	12	<u>9</u>	OCCUPATIONAL THERAPIST II
9197A	4 3	<u>42</u>	PATIENT RELATIONS REPRESENTATIVE
5476A	111	<u>121</u>	PHYSICIAN SPECIALIST(NON MEGAFLEX)
5133A	946	<u>945</u>	REGISTERED NURSE I
5134A	1158	<u>1157</u>	REGISTERED NURSE II
5135A	417	<u>414</u>	REGISTERED NURSE III
9019A	4 2	<u>39</u>	SENIOR CLINICAL SOCIAL WORKER
2216A	52	<u>53</u>	SENIOR TYPIST-CLERK
0913A	9	<u>10</u>	STAFF ASSISTANT II
5884A	3	<u>2</u>	SUBSTANCE ABUSE COUNSELOR
5329A	15	<u>14</u>	SUPERVISING CLINIC NURSE I

SECTION 32. Section 6.78.065 (Department of Health Services – Rancho

Los Amigos) is hereby amended to delete the following class and number of ordinance

positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
5546A	4	CARDIAC ELECTRODIAGNOSTIC TECH II

SECTION 33. Section 6.78.065 (Department of Health Services – Rancho Los Amigos) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS		TITLE
6774A	6 4	<u>62</u>	CUSTODIAN
6471A	7	<u>6</u>	ELECTRICIAN
6610A	2	<u>1</u>	EQUIPMENT MAINTENANCE WORKER
5588A	10	<u>9</u>	RESPIRATORY CARE PRACTITIONER
5589A	3	<u>2</u>	SR RESPIRATORY CARE PRACTITIONER
0913A	6	<u>7</u>	STAFF ASSISTANT II

SECTION 34. Section 6.78.070 (Department of Health Services - Olive View-

UCLA Medical Center) is hereby amended to add the following classes and number of

ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
<u>5036A</u>	<u>1</u>	PATHOLOGISTS' ASSISTANT
<u>5812A</u>	1	SUPVG NUCLEAR MEDICINE TECHNOLOGIST

SECTION 35. Section 6.78.070 (Department of Health Services - Olive View-

UCLA Medical Center) is hereby amended to change the number of ordinance positions

for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS		TITLE
4895A	44	<u>43</u>	CLINICAL LABORATORY SCIENTIST I
6685A	2	<u>3</u>	MANAGER I, FACILITIES OPNS & CRAFTS
5278A	6	<u>5</u>	MENTAL HEALTH COUNSELOR, RN
5476A	206	<u>207</u>	PHYSICIAN SPECIALIST(NON MEGAFLEX)
2216A	20	<u>21</u>	SENIOR TYPIST-CLERK
0913A	3	<u>4</u>	STAFF ASSISTANT II

SECTION 36. Section 6.78.085 (Department of Health Services – Integrated

Correctional Health Services) is hereby amended to change the number of ordinance

positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS		TITLE
5092A	9	<u>17</u>	CERTIFIED MEDICAL ASSISTANT
8162A	16	<u>24</u>	PSYCHIATRIC TECHNICIAN II
5139A	277	<u>290</u>	REGISTERED NURSE I, SHERIFF
5140A	235	<u>244</u>	REGISTERED NURSE II, SHERIFF
5141A	9 1	<u>94</u>	REGISTERED NURSE III, SHERIFF
0913A	4	<u>5</u>	STAFF ASSISTANT II

SECTION 37. Section 6.78.090 (Department of Health Services – Ambulatory

Care Network) is hereby amended to delete the following classes and number of

ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
9013N	2	CLINICAL SOCIAL WORKER
4784A	1	DIETITIAN

SECTION 38. Section 6.78.090 (Department of Health Services – Ambulatory

Care Network) is hereby amended to add the following classes and number of

ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
<u>1861A</u>	<u>1</u>	STAFF DEVELOPMENT SPECIALIST
<u>9144A</u>	<u>1</u>	STAFF DEVELOPMENT SPECIALIST, HS

SECTION 39. Section 6.78.090 (Department of Health Services – Ambulatory

Care Network) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS		TITLE
8041A	5	<u>6</u>	ASSISTANT HOSPITAL ADMINISTRATOR II
6774A	51	<u>49</u>	CUSTODIAN
5701A	2	<u>3</u>	HLTH FACILITIES CONSULTANT, NURSING

2214A	298	<u>300</u>	INTERMEDIATE TYPIST-CLERK
9002N	3	<u>2</u>	MEDICAL CASE WORKER II
6049A	3	<u>2</u>	MEDIUM TRUCK DRIVER
5121A	111	<u>112</u>	NURSE PRACTITIONER
5121N	4	<u>3</u>	NURSE PRACTITIONER
0978N	3	<u>2</u>	PROGRAM MANAGER II
5135A	89	<u>93</u>	REGISTERED NURSE III
2095A	3	<u>2</u>	SECRETARY II
2096A	8	<u>7</u>	SECRETARY III
5118F	13	<u>10</u>	SENIOR STUDENT WORKER, NURSING
2216A	30	<u>29</u>	SENIOR TYPIST-CLERK
4593A	5	<u>8</u>	STAFF ANALYST, HEALTH
0913A	9	<u>10</u>	STAFF ASSISTANT II
5113F	9	<u>5</u>	STUDENT WORKER, NURSING

SECTION 40. Section 6.78.100 (Department of Health Services – Community

Programs) is hereby added to read as follows:

6.78.100 Community Programs - Positions.

<u>ITEM</u> NO.	<u>NO. OF</u> ORDINANCE POSITIONS	TITLE
<u>4595A</u>	<u>50</u>	ASSISTANT STAFF ANALYST, HLTH SERVS
<u>4595N</u>	<u>2</u>	ASSISTANT STAFF ANALYST, HLTH SERVS
<u>5092A</u>	<u>2</u>	CERTIFIED MEDICAL ASSISTANT

8697A 3 CLINICAL PSYCHOLOGIST II

- 9020A 1 CLINICAL SOCIAL WORK CHIEF I
- <u>9015A</u> <u>2</u> <u>CLINICAL SOCIAL WORK SUPERVISOR II</u>
- 8103A 6 COMMUNITY HEALTH WORKER
- 4112A 1 DEPARTMENTAL FACILITIES PLANNER II
- 4625A 1 DEPUTY, MANAGEMENT PROGRAMS, HS(UC)
- 4583A 1 DIRECTOR, OFF OF DIVERSION & RE-ENTRY(UC)
- <u>4846A</u> <u>1</u> <u>HEALTH EDUCATION ASSISTANT</u>
- <u>4848A</u> <u>1</u> <u>HEALTH EDUCATOR</u>
- 2214A 6 INTERMEDIATE TYPIST-CLERK
- 2109A 2 MANAGEMENT SECRETARY III
- 6685A 1 MANAGER I, FACILITIES OPNS & CRAFTS
- 9002A 6 MEDICAL CASE WORKER II
- 5463A 1 MEDICAL DIRECTOR I
- <u>4740A</u> <u>1</u> <u>MENTAL HEALTH PROGRAM MANAGER I</u>
- 9038A 3 MENTAL HEALTH CLINICAL SUPERVISOR
- 5286A 1 NURSE MANAGER
- 5121A 5 NURSE PRACTITIONER
- 5214A 1 NURSING INSTRUCTOR
- 5857A 3 OCCUPATIONAL THERAPIST II
- <u>9197A</u> <u>5</u> <u>PATIENT RELATIONS REPRESENTATIVE</u>
- 5476A 13 PHYSICIAN SPECIALIST(NON MEGAFLEX)

HOA.104393094.1

4629A 7 PROGRAM IMPLEMENTATION MANAGER, HS

- 0978A 1 PROGRAM MANAGER II
- 9035A 20 PSYCHIATRIC SOCIAL WORKER II
- 5133A 6 REGISTERED NURSE I
- 5134A 31 REGISTERED NURSE II
- 5135A 10 REGISTERED NURSE III
- <u>1140A</u> <u>3</u> <u>SENIOR CLERK</u>
- 9019A 4 SENIOR CLINICAL SOCIAL WORKER
- 5456A 2 SENIOR PHYSICIAN
- 4594A 25 SENIOR STAFF ANALYST, HEALTH
- 4593A 79 STAFF ANALYST, HEALTH
- 4593N 2 STAFF ANALYST, HEALTH
- 0907A 18 STAFF ASSISTANT I
- 0913A 2 STAFF ASSISTANT II
- <u>9144A 2</u> <u>STAFF DEVELOPMENT SPECIALIST,HS</u>
- 5884A 1 SUBSTANCE ABUSE COUNSELOR
- 5329A 2 SUPERVISING CLINIC NURSE I
- 8712A 2 SUPERVISING PSYCHOLOGIST

SECTION 41. Section 6.80.010 (Department of Human Resources) is hereby

amended to add the following class and number of ordinance positions:

ITEM	NO. OF	TITLE
NO.	ORDINANCE	
	POSITIONS	

<u>1764A</u> <u>1</u> <u>SENIOR DATA SCIENTIST</u>

SECTION 42. Section 6.80.010 (Department of Human Resources) is hereby

amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS		TITLE
1912A	70	<u>72</u>	HUMAN RESOURCES ANALYST III
1913A	82	<u>83</u>	HUMAN RESOURCES ANALYST IV

SECTION 43. Section 6.81.010 (Internal Services Department) is hereby

amended to add the following classes and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
<u>1002N</u>	<u>1</u>	ADMINISTRATIVE SERVICES MANAGER I
<u>0978N</u>	1	PROGRAM MANAGER II

SECTION 44. Section 6.81.010 (Internal Services Department) is hereby

amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDIN POSITI	ANCE	TITLE
2568A	116	<u>117</u>	INFO TECHNOLOGY SPECIALIST, ISD

2526A	72	<u>73</u>	PRINCIPAL APPLICATION DEVELOPER
2484F	70	<u>150</u>	TECHNOLOGY PROFESSIONAL INTERN I
2485F	51	<u>150</u>	TECHNOLOGY PROFESSIONAL INTERN II

SECTION 45. Section 6.86.010 (Department of Mental Health) is hereby

amended to add the following classes and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
<u>8703A</u>	<u>1</u>	CHIEF, PSYCHOLOGICAL SERVICES
<u>5509A</u>	<u>1</u>	GRADUATE PHARMACIST
<u>1160A</u>	<u>1</u>	SIGN LANGUAGE SPECIALIST

SECTION 46. Section 6.86.010 (Department of Mental Health) is hereby

amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS		TITLE
1002A	4 5	<u>46</u>	ADMINISTRATIVE SERVICES MANAGER I
8103N	23	<u>22</u>	COMMUNITY HEALTH WORKER
4727A	62	<u>64</u>	HEALTH PROGRAM ANALYST I
4729A	69	<u>74</u>	HEALTH PROGRAM ANALYST II
4731A	28	<u>30</u>	HEALTH PROGRAM ANALYST III
2584A	8	<u>10</u>	INFORMATION TECHNOLOGY AIDE
2603A	2	<u>3</u>	IT SECURITY SPECIALIST

2545A	8	<u>11</u>	IT TECHNICAL SUPPORT ANALYST I
2214N	5	<u>4</u>	INTERMEDIATE TYPIST-CLERK
1848A	4 8	<u>49</u>	MANAGEMENT ANALYST
2109A	13	<u>16</u>	MANAGEMENT SECRETARY III
4741A	65	<u>66</u>	MENTAL HLTH PROGRAM MANAGER II
4735N	2	<u>1</u>	MENTAL HEALTH PSYCHIATRIST
8148A	55	<u>53</u>	MENTAL HEALTH SERVICES COORD I
8149A	61	<u>60</u>	MENTAL HEALTH SERVICES COORD II
9035A	1421	<u>1423</u>	PSYCHIATRIC SOCIAL WORKER II
4594A	4	<u>2</u>	SENIOR STAFF ANALYST, HEALTH
4593A	10	<u>16</u>	STAFF ANALYST, HEALTH
0907A	90	<u>91</u>	STAFF ASSISTANT I
0913A	46	<u>47</u>	STAFF ASSISTANT II

SECTION 47. Section 6.94.010 (Department of Parks and Recreation) is hereby

amended to add the following class and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
<u>2221A</u>	<u>1</u>	INTERMEDIATE SUPVG TYPIST-CLERK

SECTION 48. Section 6.94.010 (Department of Parks and Recreation) is hereby

amended to change the number of ordinance positions for the following classes:

ITEM NO. OF TITLE

NO.	ORDIN POSITI		
1002A	23	<u>24</u>	ADMINISTRATIVE SERVICES MANAGER I
8851A	9	<u>10</u>	ASST REGIONAL RECREATION DIRECTOR
0312A	4	<u>2</u>	BIOLOGIST
1251A	7	<u>6</u>	CASHIER-CLERK
6774A	31	<u>30</u>	CUSTODIAN
0352A	145	<u>142</u>	GROUNDS MAINTENANCE WORKER I
2214A	11	<u>15</u>	INTERMEDIATE TYPIST-CLERK
8737F	227	<u>226</u>	LOCKER ROOM ATTENDANT
1848A	23	<u>24</u>	MANAGEMENT ANALYST
4105A	9	<u>8</u>	PARK PROJECT COORDINATOR
2964H	605	<u>594</u>	POOL LIFEGUARD
8796A	106	<u>108</u>	RECREATION SERVICES LEADER
8796H	571	<u>569</u>	RECREATION SERVICES LEADER
2216A	24	<u>27</u>	SENIOR TYPIST-CLERK
0907A	12	<u>13</u>	STAFF ASSISTANT I

SECTION 49. Section 6.100.010 (Probation Department - Support Services) is

hereby amended to delete the following class and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
1335A	2	ASSISTANT SUPERVISING PAYROLL CLERK

SECTION 50. Section 6.100.010 (Probation Department – Support Services) is

hereby amended to add the following classes and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
<u>8611A</u>	<u>2</u>	DEPUTY PROBATION OFFICER III
<u>2605A</u>	<u>1</u>	INFO TECH PROJECT MANAGER II

SECTION 51. Section 6.100.010 (Probation Department – Support Services) is

hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS		TITLE
1002A	41	<u>43</u>	ADMINISTRATIVE SERVICES MANAGER I
8612A	10	<u>9</u>	ASSISTANT PROBATION DIRECTOR
1842A	16	<u>19</u>	DEPARTMENTAL PERSONNEL ASSISTANT
8607A	30	<u>29</u>	DEPUTY PROBATION OFFICER II, FIELD
2586A	4	<u>2</u>	INFO TECH BUSINESS ANALYST I
2603A	4	<u>2</u>	IT SECURITY SPECIALIST
6766A	10	<u>7</u>	INSTITUTIONAL LABORER
1334A	1 4	<u>16</u>	PAYROLL CLERK II
6622A	35	<u>34</u>	SENIOR GENERAL MAINTENANCE WORKER
2593A	12	<u>10</u>	SENIOR INFORMATION SYSTEMS ANALYST
2585A	5	<u>3</u>	SENIOR INFORMATION TECHNOLOGY AIDE
2100A	7	<u>6</u>	SENIOR SECRETARY I

1338A 4 <u>4</u> SUPERVISING PAYROLL CLERK I

SECTION 52. Section 6.100.015 (Probation Department – Special Services) is

hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDIN POSITI	ANCE	TITLE
8103A	26	<u>22</u>	COMMUNITY HEALTH WORKER
2214A	25	<u>24</u>	INTERMEDIATE TYPIST-CLERK
2096A	5	<u>6</u>	SECRETARY III
8243F	129	<u>128</u>	STUDENT PROFESSIONAL WORKER I

SECTION 53. Section 6.100.017 (Probation Department – Juvenile Institution

Services) is hereby amended to change the number of ordinance positions for the

following classes:

ITEM NO.	NO. OF ORDIN POSITI	ANCE	TITLE
8609A	254	<u>253</u>	DEP PROB OFF II(RES TREAT/DET SVCS)
8609N	2 4	<u>23</u>	DEP PROB OFF II(RES TREAT/DET SVCS)
8626A	76	<u>73</u>	TRANSPORTATION DEPUTY, PROBATION

SECTION 54. Section 6.100.018 (Probation Department – Field Services) is

hereby amended to change the number of ordinance positions for the following classes:

ITEM	NO. OF	TITLE
NO.	ORDINANCE	

POSITIONS

1535A	18	<u>17</u>	FINANCIAL EVALUATOR
2214A	273	<u>272</u>	INTERMEDIATE TYPIST-CLERK
8626A	9	<u>8</u>	TRANSPORTATION DEPUTY, PROBATION

SECTION 55. Section 6.102.010 (Justice, Care and Opportunities Department) is

hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDIN POSITI	ANCE	TITLE
0648A	4	<u>3</u>	ACCOUNTANT III
1002A	4	<u>10</u>	ADMINISTRATIVE SERVICES MANAGER I
1003A	4	<u>5</u>	ADMINISTRATIVE SERVICES MANAGER II
4729A	-18	<u>25</u>	HEALTH PROGRAM ANALYST II
1848A	4	<u>5</u>	MANAGEMENT ANALYST
0907A	1	<u>2</u>	STAFF ASSISTANT I

SECTION 56. Section 6.104.010 (Public Defender) is hereby amended to read as follows:

as 10110*1*/0/3.

6.104.010 Administration - Positions.

SECTION 57. Section 6.104.011 (Public Defender – Indigent Defense Counsel

Office) is hereby added to read as follows:

6.104.011 Indigent Defense Counsel Office - Positions.

ITEM NO. OF TITLE ORDINANCE NO.

POSITIONS

- 1002A 1 ADMINISTRATIVE SERVICES MANAGER I
- <u>9263A</u> <u>1</u> <u>ASSISTANT PUBLIC DEFENDER(UC)</u>
- <u>9251A 4</u> <u>DEPUTY PUBLIC DEFENDER III</u>
- 2591A 1 INFORMATION SYSTEMS ANALYST II
- 2161A 5 LEGAL OFFICE SUPPORT ASSISTANT II
- 1848A 2 MANAGEMENT ANALYST
- 2111A 1 MANAGEMENT SECRETARY V
- 2558A 1 NETWORK SYSTEMS ADMINISTRATOR I
- 2525A 1 SENIOR APPLICATION DEVELOPER
- 2168A1SUPVG LEGAL OFFICE SUPPORT ASSTSECTION 58. Section 6.108.010 (Department of Public Social Services) is

hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDIN POSITI	ANCE	TITLE
0888A	29	<u>30</u>	ADMINISTRATIVE ASSISTANT II
2214A	1850	<u>1847</u>	INTERMEDIATE TYPIST-CLERK
2344A	5	<u>7</u>	PROCUREMENT ASSISTANT I

SECTION 59. Section 6.114.010 (Registrar-Recorder/County Clerk) is hereby

amended to delete the following class and number of ordinance positions:

ITEM	NO. OF	TITLE
NO.	ORDINANCE	
	POSITIONS	

9409 5 MEMBER, ELECTIONS COMMISSION*

SECTION 60. Section 6.114.010 (Registrar-Recorder/County Clerk) is hereby

amended to add the following class and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
<u>1764A</u>	<u>1</u>	SENIOR DATA SCIENTIST

SECTION 61. Section 6.120.010 (Sheriff - Administration) is hereby amended to

delete the following class and number of ordinance positions:

ITEM	NO. OF	TITLE
NO.	ORDINANCE	
	POSITIONS	

2097A 1 SECRETARY IV

SECTION 62. Section 6.120.010 (Sheriff - Administration) is hereby amended to

add the following class and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
<u>1610A</u>	<u>1</u>	COMMUNICATIONS MANAGER

SECTION 63. Section 6.120.010 (Sheriff - Administration) is hereby amended to

change the number of ordinance positions for the following classes:

ITEM	NO. OF	TITLE
NO.	ORDINANCE	
	POSITIONS	

0643A	15	<u>16</u>	ACCOUNTING TECHNICIAN II
1004A	14	<u>15</u>	ADMINISTRATIVE SERVICES MANAGER III
0996A	6	<u>7</u>	ASST DIR, BUREAU OPERATIONS, SHERIFF

SECTION 64. Section 6.120.012 (Sheriff - Custody) is hereby amended to

change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDIN POSITI	ANCE	TITLE
6774A	17	<u>27</u>	CUSTODIAN
2218A	151	<u>156</u>	CUSTODY RECORDS CLERK II, SHERIFF
6769A	3	<u>5</u>	FLOOR CARE SPECIALIST
6779A	4	<u>3</u>	INMATE CREW SUPERVISOR
2719A	103	<u>102</u>	LIEUTENANT
2827A	5	<u>4</u>	SECURITY ASSISTANT, SHERIFF
2717A	321	<u>329</u>	SERGEANT

SECTION 65. Section 6.120.014 (Sheriff – General Support Services) is hereby

amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDIN POSITI	ANCE	TITLE
6040A	3	<u>2</u>	AUTOMOTIVE MAINTENANCE ASSISTANT
6545A	4	<u>3</u>	ELECTRONICS COMMUN EQUIP INSTALLER

SECTION 66. Section 6.120.016 (Sheriff – County Services) is hereby amended

to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDIN POSITI	ANCE	TITLE
2708A	291	<u>290</u>	DEPUTY SHERIFF
2828A	298	<u>290</u>	SECURITY OFFICER, SHERIFF

SECTION 67. Section 6.120.018 (Sheriff – Patrol Clearing Account) is hereby

amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDIN POSITI	ANCE	TITLE
2721A	32	<u>35</u>	CAPTAIN
2708A	3662	<u>3663</u>	DEPUTY SHERIFF
2745A	309	<u>308</u>	LAW ENFORCEMENT TECHNICIAN
2719A	178	<u>177</u>	LIEUTENANT

SECTION 68. Section 6.123.010 (Department of Youth Development) is hereby

amended to delete the following class and number of ordinance positions:

NO. OF TITLE
ORDINANCE
POSITIONS

1059A 1 ADMINISTRATIVE DEPUTY III(UC)

SECTION 69. Section 6.123.010 (Department of Youth Development) is hereby

amended to add the following class and number of ordinance positions:

ITEM	NO. OF	TITLE	
NO.	ORDINANCE		
	POSITIONS		

<u>8315L 1</u> <u>DIRECTOR, DEPT OF YOUTH DEV(UC)</u>

SECTION 70. Section 6.123.010 (Department of Youth Development) is hereby

amended to change the number of ordinance positions for the following class:

ITEM NO.		OF NANCE TIONS	TITLE
8299A	19	<u>22</u>	YOUTH DEVELOPMENT SPECIALIST

SECTION 71. Pursuant to Government Code section 25123(f), this ordinance

shall take effect immediately upon final passage.

[416220ASCEO]

BOARD LETTER/MEMO CLUSTER FACT SHEET

🛛 Board Letter	Board Memo Other
CLUSTER AGENDA REVIEW DATE	8/23/2023
BOARD MEETING DATE	9/12/2023
SUPERVISORIAL DISTRICT AFFECTED	\square All \square 1 st \square 2 nd \square 3 rd \square 4 th \boxtimes 5 th
DEPARTMENT(S)	Department of Public Social Services
SUBJECT	9-year lease renewal for 18,795 square feet of office space and 125 on-site parking spaces at 1050 E Palmdale Blvd. Suite # 201-207, Palmdale, CA 93550
PROGRAM	Antelope Valley Greater Avenue for Independence (GAIN)
AUTHORIZES DELEGATED AUTHORITY TO DEPT	🛛 Yes 🗌 No
SOLE SOURCE CONTRACT	🗌 Yes 🛛 No
	If Yes, please explain why: N/A
DEADLINES/ TIME CONSTRAINTS	Lease has been on month-to-month holdover since it expired on March 19, 2019, with no fee.
COST & FUNDING	Total cost:Funding source: 80.11 percent State and Federal funds and\$5,447,000 (incl. elec & Janitorial)19.89 percent by NCC that is already included in DPSS' existing budget.
	TERMS (if applicable): The proposed lease will have an annual base rent cost of \$406,000 for the first year, where the landlord is responsible for operating expenses, repair and maintenance to the building. The County is responsible for utilities and janitorial.
	Explanation: Sufficient funding to cover the proposed rent for the first year of the proposed lease term is included in the Fiscal Year (FY) 2023-24 Rent Expense budget and will be billed back to DPSS. DPSS has sufficient funding in its FY 2023-24 Operating Budget to cover the proposed rent for the first year. Future funding for the costs associated with the proposed lease will be requested through the annual budget process for DPSS.
PURPOSE OF REQUEST	Approval of the recommended actions will authorize and provide continued use of office space for DPSS.
BACKGROUND (include internal/external issues that may exist including any related motions)	The County has leased the subject location since March 1999. The facility adequately meets the office space needs of DPSS for the GAIN program.
EQUITY INDEX OR LENS WAS UTILIZED	☐ Yes ⊠ No If Yes, please explain how:
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	Yes Xo If Yes, please state which one(s) and explain how:
DEPARTMENTAL CONTACTS	Alexandra Nguyen-Rivera, Section Chief, Leasing CEO- Real Estate Division 213-974-4189 arivera@ceo.lacounty.gov

BOARD OF SUPERVISORS Hilda L. Solis First District



Holly J. Mitchell Second District Lindsey P. Horvath Third District Janice Hahn Fourth District Kathryn Barger Fifth District

COUNTY OF LOS ANGELES

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

CHIEF EXECUTIVE OFFICER Fesia A. Davenport

"To Enrich Lives Through Effective and Caring Service"

September 12, 2023

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:

NINE-YEAR LEASE DEPARTMENT OF PUBLIC SOCIAL SERVICES 1050 EAST PALMDALE BOULEVARD, PALMDALE (FIFTH DISTRICT) (3 VOTES)

SUBJECT

Approval of a proposed nine-year lease to renew an existing lease to provide the Department of Public Social Services (DPSS) continued use of 18,795 square feet of office space and 125 on-site parking spaces for Greater Avenues for Independence (GAIN) Region VII.

IT IS RECOMMENDED THAT THE BOARD:

- 1. Find that the proposed lease is exempt from the California Environmental Quality Act (CEQA) for the reasons stated in this Board letter and in the record of the project.
- 2. Authorize the Chief Executive Officer, or her designee, to execute the proposed lease with Coast-United Advertising Co., Inc., a California corporation (Landlord), for approximately 18,795 square feet of office space and 125 on-site parking spaces located at 1050 East Palmdale Boulevard, Suites #201-207, Palmdale, CA 93550 (Premises) to be occupied by DPSS. The estimated maximum first year base rental cost is \$406,000. The estimated total lease cost, including electricity and janitorial costs, is \$5,477,000 over the nine-year term. The rental costs will be funded by 80.11 percent State and Federal funds and 19.89 percent by net County

cost (NCC) that is already included in DPSS' existing budget. DPSS will not be requesting additional NCC for this action.

3. Authorize and direct the Chief Executive Officer, or her designee, to execute any other ancillary documentation necessary to effectuate the proposed lease, and to take actions necessary and appropriate to implement the proposed lease, including, without limitation, exercising any early termination rights.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

DPSS has occupied the Premises since March 1999. In 1998, DPSS was mandated by the State of California to provide job training services to welfare clients as part of the Welfare-to-Work program. The Premises will continue to be used as a direct service program which provides employment related services such as job readiness training to residents of the Antelope Valley through its administration of the GAIN program by MAXIMUS, Inc., who is contracted by DPSS, to provide these services.

The Premises houses a total of 75 staff members or employees, which includes 68 GAIN Case Management contractors, six DPSS staff members or employees, and one contracted security guard. The current lease expired on March 19, 2019, and is currently on a month-to-month holdover with no additional fees charged by the Landlord. DPSS has limited plans for teleworking at this location currently due to the direct services and in-person engagement with clients who seek job-related training and services. The number of GAIN participants that visit their GAIN Case Manager vary between 15 to 60 clients at any time.

The proposed lease will enable DPSS to remain and serve the Antelope Valley and surrounding communities, avoid relocation costs, interruption of services, and higher rental rates. The location is centrally located and is near public bus transportation routes and can be reached by the Palmdale Metrolink station.

Implementation of Strategic Plan Goals

The Countywide Strategic Plan Goal 1 – *"Make Investments That Transform Lives"* – provides that we will aggressively address society's most complicated social, health, and public safety challenges. We want to be a highly responsive organization capable of responding to complex societal challenges – one person at a time.

The proposed lease is also consistent with Strategic Asset Management Goal – Strengthen connection between service priorities and asset decisions and Key Objective No 5. – Fund Highest Priority Needs.

The proposed lease supports the above goals and objective by renewing the use of an existing facility that includes proper accommodations for office and ancillary space in a centrally located facility that is accessible for employees and clients.

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

FISCAL IMPACT/FINANCING

The estimated maximum first year rental cost is \$406,000, which includes parking at no additional cost. The aggregate cost associated with the proposed lease over the entire term, including electrical and janitorial, is \$5,447,000 as shown on Enclosure B-1. The proposed lease costs will be funded by State and Federal funds that is already included in DPSS' existing budget. DPSS will not be requesting additional NCC for this action.

Sufficient funding to cover the proposed rent for the first year of the proposed lease term is included in the Fiscal Year 2023-24 Rent Expense budget and will be billed back to DPSS. DPSS has sufficient funding in its Fiscal Year 2023-24 Operating Budget to cover the proposed rent for the first year. Future funding for the costs associated with the proposed lease will be requested through the annual budget process for DPSS.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

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

- Upon commencement of the proposed lease, the annual rental rate will increase from \$21.12 per square foot per year to \$21.60 per square foot per year, including parking. Base rent is subject to annual increases based on the Consumer Price Index capped at 3 percent per annum.
- The Landlord, at Landlord's sole cost and expense, will provide certain improvements to the property to refresh the Premises, as specified in the proposed lease.
- The Landlord is responsible for the operating and maintenance cost of the building, and the County is responsible for utilities and janitorial costs.
- The 125 on-site, exclusive surface parking spaces are included at no additional cost to the County.
- The County has the right to terminate the proposed lease extension any time after 72 months with 180 days' prior written notice.
- Holdover at the proposed lease expiration is permitted on the same lease terms and conditions, except the monthly base rent during the holdover period will be at the base rent at the time of the lease expiration.

- A comparison of the existing lease terms and the proposed lease is shown in Enclosure B-2.
- The proposed lease will be effective upon approval by the Board and full execution of the Lease by both parties.

The Chief Executive Office conducted a market search of available office space for lease but was unable to identify any sites that could accommodate this requirement more economically. Based upon a review of available industry data, it has been established that the annual rental range for a comparable lease in the area is between \$18.60 and \$37.80 per square foot, per year. The base annual rental rate of \$21.60 per square foot, per year for the proposed lease represents a rate that is within the market range for the area. Further, relocation to a new building would require costly new tenant improvements and disrupt services. We recommend the proposed Premises as the most suitable to meet the County's space requirements.

Co-working office space is not conducive to this type of DPSS usage which serves a larger number of constituents daily.

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

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

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

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

ENVIRONMENTAL DOCUMENTATION

This project is exempt from CEQA, as specified in Class 1 of the Environmental Document Reporting Procedures and Guidelines adopted by the Board, and section 15301 of the State CEQA Guidelines (Existing Facilities). The proposed lease, which involves the leasing of existing office space with minor tenant improvements within an existing building, with no expansion of the existing building, is within a class of projects that have been determined not to have a significant effect on the environment and meets the criteria set forth in section 15301 of the State CEQA Guidelines (Guidelines), and Class 1 of the County's Environmental Document Reporting Procedures and Guidelines, Appendix G.

In addition, based on the proposed project records, it will comply with all applicable regulations, and there are no cumulative impacts, unusual circumstances, damage to scenic highways, listing on hazardous waste site lists compiled, pursuant to Government Code Section 65962.5, or indications that it may cause a substantial adverse change in the significance of a historical resource that would make the exemption inapplicable. Upon the Board's approval of the recommended actions, a Notice of Exemption will be filed with the Registrar-Recorder/County Clerk in accordance with section 21152 of the California Public Resources Code.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

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

Respectfully submitted,

FESIA A. DAVENPORT Chief Executive Officer

FAD:JMN:JTC JLC:HD:ANR:NH:gb

Enclosures

c: Executive Office, Board of Supervisors County Counsel Auditor-Controller Department of Public Social Services

DEPARTMENT OF PUBLIC SOCIAL SERVICES 1050 E. PALMDALE BLVD., PALMDALE Asset Management Principles Compliance Form¹

1.	<u>Oc</u>	cupancy	Yes	No	N/A
	А	Does lease consolidate administrative functions? ²			Х
	В	Does lease co-locate with other functions to better serve clients? ² This is a GAIN regional office serving the Antelope Valley and surrounding communities.		x	
	С	Does this lease centralize business support functions? ²			x
	D	Does this lease meet the guideline of 200 sq. ft of space per person? ² Ratio of 251 SF per person due to reception and conference rooms.		x	
	E	Does lease meet the 4/1000 sq. ft. parking ratio guideline? ² 125 spaces equate to 6.6/1000 which includes open unreserved area for clients and staff.		x	
	F	Does public parking and mass-transit exist to facilitate employee, client, and visitor access to the proposed lease location? ²	x		
2.	Cap	<u>bital</u>			
	А	Is it a substantial net County cost (NCC) program?		х	
	В	Is this a long-term County program?	х		
	С	If yes to 2 A or B; is it a capital lease or an operating lease with an option to buy?			X
	D	If no, are there any suitable County-owned facilities available?		Х	
	Е	If yes, why is lease being recommended over occupancy in County-owned space?			x
	F	Is Building Description Report attached as Enclosure C?	х		
	G	Was build-to-suit or capital project considered? ² This is an existing facility, and a build-to-suit was not considered for this type of program.		x	
3.	Por	tfolio Management			
	А	Did department utilize CEO Space Request Evaluation (SRE)?	х		
	В	Was the space need justified?	х		
	С	If a renewal lease, was co-location with other County departments considered?		Х	
	D	Why was this program not co-located with other County departments?			X
		1 The program clientele requires a "stand alone" facility.			
		2 No suitable County occupied properties in project area.			
		3. X No County-owned facilities available for the project.			
		4 Could not get City clearance or approval.			
		5 The Program is being co-located.			
	Е	Is lease a full-service lease? ² County pays electrical and janitorial.		x	
	F	Has growth projection been considered in space request?	x		
	G	¹ Has the Dept. of Public Works completed seismic review/approval?	х		1
		¹ As approved by the Board of Supervisors 11/17/98			

ENCLOSURE B-1

		1	050 E. Palm	dale Blvd., P	almdale, CA	۹.				
		6	epartment	of Public So	cial Service	s				
Basic Lease Assumptions										
Leased Area (sq.ft.)	18,795									
	Monthly	Annual								
Rent (per sq. ft.) ⁽¹⁾	\$1.80	\$21.60								
	Monthly	Annual								
Rent Amount (\$)	\$33,831.00	\$405,972.00								
Term (Month/Years)	108 mos/9yrs									
Annual Rent Adjustment	3%									
	1 st Year	2 nd Year	3 rd Year	4 th Year	5 th Year	6 th Year	7 th Year	8 th Year	9 th Year	Total 9 Year Rental Costs
Annual Base Rent Costs (1)	\$405,972	\$418,151	\$430,696	\$443,617	\$456,925	\$470,633	\$484,752	\$499,294	\$514,273	\$4,125,000
Total Base Rent Paid to Landlord	\$405,972	\$418,151	\$430,696	\$443,617	\$456,925	\$470,633	\$484,752	\$499,294	\$514,273	\$4,125,000
Electricity Costs ⁽²⁾	\$62,550	\$62,550	\$62,550	\$62,550	\$62,550	\$62,550	\$62,550	\$62,550	\$62,550	\$563,000
Janitorial Costs ⁽³⁾	\$87,600	\$87,600	\$87,600	\$87,600	\$87,600	\$87,600	\$87,600	\$87,600	\$87,600	\$789,000
Total Annual Lease Costs	\$556,122	\$568,301	\$580,846	\$593,767	\$607,075	\$620,783	\$634,902	\$649,444	\$664,423	\$5,477,000
Footnotes										

The base rent is subject to CPT in greater than 5 percent increases per animum.
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 The base rent increases

	Existing Lease: 1050 E Palmdale Blvd., Palmdale	Proposed Lease: 1050 E Palmdale Blvd., Palmdale	Change
Area (Square Feet)	18,795 sq.ft.	18,795 sq.ft.	None
Term (years)	5 years	9 years	+4 years
Annual Base Rent (Base rent includes 125 parking spaces)	\$396,950	\$405,972	+\$9,022
County's TI Cost	None	None	None
Annual Parking Cost	Included	Included	None
Total Annual Lease Costs payable to Landlord	\$396,950	\$405,972	+\$9,022
Rental Rate Annual Adjustment	CPI capped at 3 percent with no minimum.	CPI capped at 3 percent with no minimum.	None

COMPARISON OF THE PROPOSED LEASE TO EXISTING LEASE

DEPARTMENT OF PUBLIC SOCIAL SERVICES SPACE SEARCH – 3 MILES FROM 1050 E. PALMDALE BLVD.

Property ID	Name	Address	Ownership Type	Gross SqFt	Net Sqft	Vacant
T623	High Desert - Doctors' Offices/Library Trailer	44900 N 60th St. W Lancaster 93536	Owned	4,023	3,822	NONE
Y373	PW WWD#04 - North Administration Building	419 W Ave J Lancaster 93534	Owned	4,128	3,428	NONE
L672	RR/CC - Sheriff Lancaster Office	44509 16th St. Lancaster 93534	Leased	4,367	4,149	NONE
Y770	Mira Loma - Office Building	45100 N 60th St. W Lancaster 93536	Owned	4,389	3,021	NONE
T585	High Desert - Gibbons Support Annex	44900 N 60th St. W Lancaster 93536	Owned	4,818	4,457	NONE
4549	Fox Airfield - Administration Building – 1	4555 W Ave G Lancaster 93536	Owned	6,785	1,779	NONE
X232	PW Road - Palmdale Maintenance District #5 Building	38126 N Sierra Hwy Palmdale 93550	Owned	7,040	6,336	NONE
A297	Sheriff - Lancaster Administrative Office	501 W Lancaster Blvd Lancaster 93534	Permit	7,557	6,801	NONE
Y832	Mira Loma - Complex Administration Building 1	45100 N 60th St. W Lancaster 93536	Financed	8,430	5,587	NONE
A149	DMH - Adult Protective Services	2323 E Palmdale Blvd Palmdale 93550	Leased	9,255	8,303	NONE
A459	DCFS - Administrative Lancaster	300 E Ave K-6 Lancaster 93535	Leased	46,000		NONE
A623	F.I.L.P.	1420 W Ave I Lancaster 93534	Leased	11,600	11,600	NONE
X542	PW - Waterworks North Maint Area Office	260 E Ave K-8 Lancaster 93535	Owned	12,883		NONE
X495	PW - Waterworks North Maintenance Area HQ Building	260 E Ave K-8 Lancaster 93535	Owned	13,200	11,155	NONE
4683	Probation - (AB - 109) Antelope Valley Reg Off	43423 N Division St. Lancaster 93535	Leased	13,800	13,110	NONE
A255	Child Support Services - Div VI Reg Office	42281 10th St. W Lancaster 93534	Leased	14,600	13,870	NONE
A079	Assessor - Lancaster Regional Offices	251 E Ave K-6 Lancaster 93535	Owned	15,338	13,712	NONE
10209	Antelope Valley Juvenile Program	43917 Division St. Lancaster 93535	Leased	15,500	14,725	NONE
4586	Lancaster Courthouse - Services Building	1110 W Ave J Lancaster 93534	Owned	18,488		NONE
A380	DPSS - Antelope Valley Gain Reg II Sub – Office	1050 E Palmdale Blvd Palmdale 93550	Leased	18,795	17,855	NONE
A642	DPSS - Lancaster Gr/Grow Office	335 E Ave K-10 Lancaster 93535	Leased	25,166		NONE
10214	DCFS REGIONAL OFFICE LANCASTER /HS	176 Holston Dr Lancaster 93535	Leased	49,000	46,550	NONE
A576	DCFS - Palmdale (SPA 1) & Palmdale Adoptions	39119 Trade Center Dr Palmdale 93550	Leased	41,674		NONE
X537	Sheriff - Palmdale Station	750 E Ave Q Palmdale 93550	Owned	50,186	46,307	NONE
A433	Antelope Valley Service Center - Building A	349 E Ave K-6 Lancaster 93535	Owned	51,000	33,932	NONE
L622	Parking Lot (Antelope Valley Court Public Parking)	42011 4th St. W and 421 W Ave M Lancaster 93534	CA - Superior Courts	355,450	355,450	NONE

FACILITY LOCATION POLICY ANALYSIS

Proposed lease: Lease for the Department of Public Social Services at 1050 E Palmdale Blvd., Palmdale – 5th District.

- A. Establish Service Function Category DPSS' (GAIN) Region VII
- **B.** Determination of the Service Area Serving the Antelope Valley and surrounding communities. The proposed lease will provide a 9-year lease extension for the existing program.
- C. Apply Location Selection Criteria to Service Area Data
 - <u>Need for proximity to service area and population</u>: Continuing need for existing operation in the Antelope Valley region in support of DPSS.
 - <u>Need for proximity to existing County facilities</u>: Close to other County departments including other locations with DPSS offering other services, the Department of Children and Family Services, Mental Health, and the Sheriff.
 - Need for proximity to Los Angeles Civic Center: N/A
 - Economic Development Potential: N/A
 - <u>Proximity to public transportation</u>: The location is adequately served by local transit services.
 - <u>Availability of affordable housing for County employees</u>: The surrounding area provides for affordable housing and rental opportunities.
 - Use of historic buildings: N/A
 - <u>Availability and compatibility of existing buildings</u>: There are no alternative. existing County buildings available to meet all DPSS' needs.
 - <u>Compatibility with local land use plans</u>: The City of Palmdale has been notified of the proposed County use which is consistent with its use and zoning for office space at this location.
 - <u>Estimated acquisition/construction and ongoing operational costs</u>: The aggregate cost associated with the proposed lease over the entire term is \$5,477,000.

D. Analyze results and identify location alternatives.

Based upon a review of available industry data, it has been established that the annual rental range for a comparable lease in the area is between \$18.60 and \$37.80 per square foot, per year. The base annual rental rate of \$21.60 per square foot, per year for the proposed lease represents a rate that is within the market range for the area. Further, relocation to a new building would require costly new tenant improvements and disrupt services. We recommend the proposed Premises as the most suitable to meet the County's space requirements.

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

The proposed lease will provide adequate and efficient office space for 75 employees consistent with the County's Facility Location Policy, adopted by the Board on July 24, 2012. There are no available buildings in the area that meet the Department's requirements.

COUNTY OF LOS ANGELES CHIEF EXECUTIVE OFFICE

LEASE AGREEMENT

COUNTY OF LOS ANGELES - Tenant

COAST-UNITED ADVERTISING CO., INC. - Landlord

1050 EAST PALMDALE BOULEVARD, SUITES 201 - 207

PALMDALE, CALIFORNIA

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EXHIBITS

Exhibit A – F	Floor Plan of the	Premises
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- Exhibit B Commencement Date Memorandum and Confirmation of Lease Terms
- Exhibit C Heating, Ventilation, and Air Conditioning Standards
- Exhibit D Cleaning and Maintenance Schedule Exhibit E Subordination, Non-disturbance and Attornment Agreement Exhibit F Tenant Estoppel Certificate
- Exhibit G Community Business Enterprises Form Exhibit H Memorandum of Lease Terms

COUNTY OF LOS ANGELES CHIEF EXECUTIVE OFFICE

LEASE AGREEMENT

This LEASE AGREEMENT ("Lease") is entered into as of the _____ day of _____, 2023 between COAST-UNITED ADVERTISING CO., INC., a California corporation ("Landlord"), and COUNTY OF LOS ANGELES, a body corporate and politic ("Tenant" or "County").

Landlord and Tenant agree:

1. BASIC LEASE INFORMATION

1.1 <u>Terms</u>

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

(a)	Landlord's Address for Notices:	Coast-United Advertising Co., Inc. 8020 Deering Avenue Canoga Park, CA 91304 Attn: William Giamela, President Email: nancyn@benchad.com
(b)	Tenant's Address for Notices:	County of Los Angeles Chief Executive Office - Real Estate Division 320 West Temple Street, 7th Floor Los Angeles, CA 90012 Attention: Director of Real Estate With a copy to: County of Los Angeles Office of the County Counsel 648 Kenneth Hahn Hall of Administration 500 West Temple Street, Suite 648 Los Angeles, CA 90012-2713 Attention: Property Division
(c)	Premises:	Approximately 18,795 rentable square feet, designated as Suites 201 - 207, in the Building (defined below), as shown on <u>Exhibit A</u> attached hereto.

(d)	Building:	The Building located at 1050 E. Palmdale Boulevard, Palmdale, California, 93550 which is currently assessed by the County Assessor as APN 3014-001-001 (collectively, the "Property");
(e)	Term:	Nine (9) years, commencing on the first day of the first calendar month following approval of this lease by the board of Supervisors and full execution of the lease by both parties and ending one hundred and eight months thereafter as defined in Section 4.1 (the "Commencement Date") and terminating at midnight on the day before the 9th annual anniversary of the Commencement Date (the "Termination Date") as defined in Section 4.1, subject to earlier termination by Tenant as provided herein. The phrase "Term of this Lease" or "the Term hereof" as used in this Lease, or words of similar import, shall refer to the initial Term of this Lease together with any additional Extension Term for which an option has been validly exercised.
(f)	Estimated Commencement Date:	October 1, 2023
(g)	Irrevocable Offer Expiration Date: (see Section 33)	December 1, 2023
(h)	Base Rent:	\$1.80 per rentable square foot per month
		(i.e., \$33,831.00 per month or \$ <u>405,972.00</u> per year)
(i)	Early Termination (see Section 4.4)	One hundred eighty (180) days' notice on or after the seventy second (72nd) month following the Commencement Date.
(j)	Rentable Square Feet in the Premises:	18,795 rentable square feet
(k)	Initial Departmental Use:	18,795, subject to Section 6.
(I)	Parking Spaces:	125 on-site surface parking spaces.
(m)	Tenant's Hours of Operation:	6 a.m. to 8 p.m. Monday through Friday, and 9 a.m. to 2 p.m. on Saturdays
(n)	Asbestos Report:	A report dated December 15, 2022 prepared by Global Environmental Training & Consulting, Inc, a licensed California Asbestos contractor.

(0)	Seismic Report	A report dated August 22, 2020 prepared by the Department of Public Works.
(p)	Disabled Access Survey	A report dated October 13, 2022 prepared by CASp Experts LLC.

1.2 Intentionally Omitted

1.3 <u>Exhibits to Lease</u>	 Exhibit A - Floor Plan of Premises Exhibit B - Commencement Date Memorandum and Confirmation of Lease Terms Exhibit C - HVAC Standards Exhibit D - Cleaning and Maintenance Schedule Exhibit E - Subordination, Non-Disturbance and Attornment Agreement Exhibit F - Tenant Estoppel Certificate Exhibit G - Community Business Enterprises Form Exhibit H - Memorandum of Lease
1.4 <u>Addendum No. 1</u> (Executed concurrently with this Lease and incorporated herein by this reference):	

2. <u>PREMISES</u>

2.1 Lease of Premises

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

2.2 <u>Measurement of Premises</u>

Tenant shall have the right at any time during the Term of this Lease to fieldmeasure and verify the exact footage of the Premises and/or the Building. All measurements shall be taken in accordance with the methods of measuring rentable area as described in the Standard Method for Measuring Floor Area in Office Buildings, ANSI/BOMA Z65.1-2010, as promulgated by the Building Owners and Management Association ("BOMA") International, except that no penthouse mechanical room space shall be included in the measurement. Should this measurement be less than the square footage stated above, then Tenant shall have the right to adjust such square footage and reduce the Base Rent in Section 1.1 accomplished by the mutual execution of an amendment to this Lease. Landlord acknowledges the space has been marketed at the above-indicated rental amount and in the event of subsequent physical measurements, Landlord agrees there will be no increase made to the Base Rent if the measured square footage exceeds the amount represented by Landlord.

3. <u>COMMON AREAS</u>

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

4. <u>COMMENCEMENT AND EXPIRATION DATES</u>

4.1 <u>Term</u>

The term of this Lease shall be for a period of nine (9) years, commencing upon the first day of the first calendar month following approval of this Lease by the Board of Supervisors and full execution of the Lease by both parties, and ending one hundred and eight (108) months thereafter.

4.2 Termination Right

If the Commencement Date has not occurred within sixty (60) days after the Estimated Commencement Date, subject to Tenant Delays or Force Majeure Delays, then Tenant may thereafter, at any time before the Commencement Date occurs, terminate this Lease effective upon the giving of written notice to Landlord, and the parties shall have no further rights or obligations to one another hereunder.

4.3 Early Entry

Tenant is currently in possession of the premises and Tenant shall be entitled to enter the Premises prior to for the purpose of installing Tenant's furniture, fixtures, and equipment in the Premises, as needed if applicable. Such early entry shall be subject to all provisions hereof, but shall not advance the Termination Date, and Tenant shall not pay Base Rent nor any other charges for such early entry period.

4.4 Early Termination

Tenant shall have the right to terminate this Lease at any time after the Early Termination date specified in Section 1.1, by giving Landlord not less than One hundred eighty (180) days prior written notice, executed by Tenant's Chief Executive Officer or his/her designee.

4.5 <u>Lease Expiration Notice</u>

No later than twelve (12) months, nor earlier than eighteen (18) months, prior to the expiration of the Lease Term, Landlord shall provide a written notice to Tenant notifying Tenant of the Termination Date.

5. <u>RENT</u>

5.1 Base Rent

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

5.2. <u>Base Rent Adjustments</u>

(a) <u>CPI</u>. From and after the 1st anniversary of the Commencement Date, on the first day of the first full calendar month thereafter (the "Adjustment Date") and on every anniversary of the Adjustment Date thereafter, Base Rent shall be adjusted by applying the CPI Formula set forth below. The "Base Index" shall be the Index published for the month the Lease commences.

(b) <u>CPI Formula</u>. The Index means the Consumer Price Index for all Urban Consumers for the Los Angeles-Long Beach-Anaheim area, all items, published by the United States Department of Labor, Bureau of Labor Statistics (1982-84=100). The "CPI Formula" means Base Rent for the first full month after the Commencement Date multiplied by a fraction, the numerator being the Index published for the month immediately preceding the month in which the adjustment is to be effective (the "New Index"), and the denominator being the Base Index. If the Index is changed so that the Index differs from that used as of the Commencement Date of the Lease, the Index shall be converted in accordance with the conversion factor published by the United States Department of Labor, Bureau of Labor Statistics. If the Index is discontinued or revised during the Term of this Lease, such other governmental Index or computation with which it is replaced shall be used in order to obtain substantially the same results as would be obtained if the Index had not been discontinued or revised.

(c) <u>Illustration of Formula</u>. The formula for determining the new rent shall be as follows:

New Index

Base Index x Base Rent at the Commencement Date = Adjusted Base Rent

(d) <u>Limitations on CPI Adjustment</u>. In no event shall the monthly Base Rent adjustment based upon the CPI Formula result in an increase greater than three percent (3%) per year of the Base Rent payable in the month preceding the applicable adjustment. In no event shall the Base Rent be adjusted by the CPI

Formula to result in a lower monthly Base Rent than was payable during the previous year of the Lease.

6. <u>USES</u>

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

7. <u>HOLDOVER</u>

If Tenant remains in possession of the Premises or any part thereof after the expiration of the term of this Lease, such occupancy shall be a tenancy which is terminable only upon ninety (90) days written notice from Landlord or thirty (30) days written notice from Tenant's Chief Executive Officer or his/her designee at the last monthly Base Rent payable under this Lease, plus any other charges payable under this Lease, and subject to all of the terms, covenants and conditions of this Lease.

8. <u>COMPLIANCE WITH LAW</u>

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

9. DAMAGE OR DESTRUCTION

9.1 Damage

If any portion of the Premises is damaged by fire or any other cause rendering the Premises totally or partially inaccessible or unusable, and the Premises may be restored to a complete architectural unit of the same value, condition and character that existed immediately prior to such casualty in less than one hundred eighty (180) days, then Landlord shall promptly, at Landlord's expense, repair such damage, and this Lease shall continue in full force and effect. If all or any portion of the Premises shall be made unusable by fire or other casualty, Landlord shall immediately secure the area to prevent injury to persons and/or vandalism to the improvements. Landlord shall promptly, but in any event within thirty (30) days, cause an architect or general contractor selected by Landlord to provide Landlord and Tenant with a written estimate of the Aremises and make the Premises leasable again using standard working methods. The failure to do so shall be a material default hereunder. Base Rent shall abate to the extent that the Premises are unusable by Tenant.

9.2 <u>Tenant Termination Right</u>

If any portion of the exterior of the Premises is damaged by fire or any other cause rendering the Premises totally or partially inaccessible or unusable and the Premises will not be restored to a complete architectural unit of the same value, condition and character that existed immediately prior to such casualty days in less than one hundred eighty (180) days for any reason, then Tenant may terminate this Lease by giving Landlord written ten days after Tenant's receipt of written notice from Landlord or its agents specifying such time period of repair; and this Lease shall terminate and the Base Rent shall be abated from the date the Premises became unusable. If Tenant does not elect to terminate this Lease, then Landlord shall promptly commence and diligently prosecute to completion the repairs to the Building or Premises, provided that insurance proceeds are available to repair the damages.

9.3 Damage In Last Year

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

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

9.4 Default By Landlord

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

- (a) Declare a default hereunder, or
- (b) Perform or cause to be performed the restoration work and deduct the cost thereof, from the next installment(s) of Base Rent due as a charge against the Landlord.

10. REPAIRS AND MAINTENANCE

- 10.1 Landlord Representations
 - (a) With the understanding tenant has been in possession and use of the premises since 1998 Landlord represents to Tenant that, as of the date hereof and on the Commencement Date:

- i. The Premises, the Building, and all Common Areas (including electrical, heating, ventilating, and air conditioning ("HVAC"), mechanical, plumbing, gas and fire/life safety systems in the Building and similar building service systems) comply with all current laws, codes, and ordinances, including but not limited to the Americans With Disabilities Act, and are in good working order and condition;
- ii. The Building and the Premises comply with all covenants, conditions, restrictions and insurance underwriter's requirements;
- iii. The Premises, the Building and the Common Areas are free of the presence of Hazardous Materials (as hereinafter defined); and
- iv. Landlord has not received any notice from any governmental agency that the Building or the Premises are in violation of any law or regulation.
 - (b) Landlord represents, based upon a professional inspection of the Premises and the Building and the Asbestos Report (as defined in Section 1.1) that the Premises and the Building contain no asbestos containing materials (other than as may be reflected in the Asbestos Report). Landlord shall, abate, at Landlord's sole cost and expense, all asbestos-containing materials to the extent required by law and provide Tenant with an updated report from a licensed California Asbestos contractor to that effect.
 - (c) CASp Inspection:

Tenant has secured and provided Landlord with a CASp inspection report. Tenant acknowledges that based on the CASp inspection report that Landlord has complied with California Civil Code 1938.

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

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

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

□ Have not undergone inspection by a Certified Access Specialist. A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises.

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

- (d) Landlord agrees to indemnify and hold harmless Tenant from all damages, costs, and expenses, which result from a material breach of Landlord's representations contained in this Section 10.1.
- 10.2 Landlord Obligations
 - (a) Landlord shall keep and maintain the Property in good condition and repair and promptly make repairs to and perform maintenance upon and replace as needed:
 - i. the structural elements of the Building, including without limitation, all permanent exterior and interior walls, floors and ceilings, foundations, roof, concealed plumbing, stairways, and concealed electrical systems and intrabuilding telephone network cables;
 - ii. mechanical (including HVAC), electrical, plumbing and fire/life systems serving the Building;
 - iii. the Common Areas;
 - iv. exterior windows of the Building; and
 - v. elevators serving the Building.
 - (b) Landlord at its sole cost and expense, shall also perform all maintenance and repairs to the Premises, and shall keep the Premises in good condition

and repair, reasonable—wear and tear excepted. Landlord's repair obligations include, without limitation, repairs to, or replacements of:

- vi. the floor covering.
- vii. interior partitions;
- viii. doors, door frames and hardware;
- ix. the interior side of demising walls (which shall be repainted as needed);
- x. emergency exit signage and battery replacement;
- xi. HVAC equipment dedicated to the mechanical rooms housing Tenant's computer servers and related equipment; and
- viii. Light fixtures, bulbs, tubes and ballasts.
 - (c) Landlord shall, to the best of its ability, provide all reports, maintenance records, or other documentation as may be requested from time to time.

10.3 Tenant Obligations

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

- be made and performed by contractors or mechanics approved by Landlord, which consent shall not be unreasonably withheld, conditioned or delayed;
- (b) be at least equal in quality, value and utility to the original work or installation; and
- (c) be in accordance with all applicable laws.
- 10.4 <u>Tenant's Right to Repair</u>
 - (a) If Tenant provides written notice (or oral notice in the event of an emergency, such as damage or destruction to or of any portion of the Building structure and/or the Building systems, and/or anything that could cause material disruption to Tenant's business) to Landlord of an event or circumstance which requires the action of Landlord with respect to repair and/or maintenance, and if Landlord fails to provide such action within a reasonable period of time given the circumstances after the giving of such notice, but in any event not later than ten (10) days after the giving of such notice, then Tenant may proceed to take the required action (provided, however, that no such notice shall be required in the event of an emergency which threatens life or where there is imminent danger to property or a possibility that a failure to take immediate action could cause a material disruption in Tenant's normal and customary business activities). Tenant

shall have access to the Building to the extent necessary to perform the work contemplated by this provision. If such action was required under the terms of this Lease to have been taken by Landlord and was not taken by Landlord within such period (unless such notice was not required as provided above), and Tenant took such required action, then Tenant shall be entitled to prompt reimbursement by Landlord of Tenant's reasonable costs and expenses in having taken such action. If not reimbursed by Landlord within thirty (30) days after written notice, then Tenant shall be entitled to deduct from Base Rent payable by Tenant under this Lease the amount set forth in its invoice for such work. The remedies provided in this Section are in addition to the remedies provided in Section 15.

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

11. SERVICES AND UTILITIES

- 11.1 <u>Services</u>
 - (a) Heating, Ventilation and Air Conditioning (HVAC)

Landlord shall furnish heating, ventilation and air conditioning ("HVAC"), during Tenant's Hours of Operations and continues to do so, in amounts required for the use and occupancy of the Premises for normal office purposes to a standard comparable to other first-class buildings and not less than the standard set forth in <u>Exhibit C</u> attached hereto. In addition, Landlord has-shall furnish HVAC at all times (i.e., twenty-four (24) hours per day, seven (7) days per week, three hundred sixty-five (365) days per year) to the mechanical rooms housing Tenant's computer servers and related equipment.

(b) Electricity

Landlord shall furnish to the Premises the amount of electric current provided for in the Landlord's Work Letter (if applicable) but in any event not less than seven (7) watts of electric current (connected load) per square foot of rentable square feet in the Premises, for power and lighting and electric current for HVAC, and Landlord shall provide transformers or sub-panels on each floor of the Premises necessary for Tenant to utilize such capacity in the Premises.

(c) Elevators

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

(d) Water

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

(e) Janitorial

Tenant, at its sole cost and expense, shall provide janitorial service five (5) nights per week, generally consistent with that furnished in comparable office buildings in the County of Los Angeles, comparable to the services set forth in the specifications set forth in <u>Exhibit D</u> attached hereto.

(f) Access

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

(g) Pest Control

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

11.2 Utilities

Landlord agrees to pay, at its sole cost, when due, all charges for the use of the sewer, effluent treatment (when and if imposed by any governmental authority), all water, sprinkler standby charges, gas, heating and common area power and lighting, trash removal service, fire/life safety systems, charges associated with the HVAC, and other utility rents and charges accruing or payable in connection with the Premises and the Common Areas during the Term of this Lease or any renewal, extension, or holdover thereof, whether the same are pro-rated or measured by separate meters. In the event Landlord fails or refuses to pay any or all of such charges when due, Tenant may give Landlord thirty (30) calendar days prior written notice and thereafter pay directly such charges and deduct the payments from the next installments of rent due as a charge against the Landlord.

12. <u>TAXES</u>

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

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

13. LANDLORD ACCESS

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

14. <u>TENANT DEFAULT</u>

14.1 <u>Default</u>

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

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

14.2 Termination

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

14.3 <u>No Effect on Indemnity</u>

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

15. LANDLORD DEFAULT

15.1 <u>Remedies</u>

In addition to the provisions for Landlord's default provided by Sections 9.4, 10.4, 19, 21.2 and 32.3, Landlord shall be in default ("Landlord Default") in the performance of any obligation required to be performed by Landlord under this Lease if Landlord has failed to perform such obligation within ten (10) days after the giving of written notice with respect thereto by Tenant (which notice shall be, if appropriate, the same notice given under Section 10.4); provided, however, that if the nature of the Landlord Default is such that the same cannot reasonably be cured within such five day period, Landlord shall not be deemed to be in Landlord Default if Landlord shall within such period commence such cure and thereafter diligently prosecute the same to completion. If the Landlord Default is of such a nature that it materially and substantially interferes with Tenant's occupancy and use of the Premises and if such Landlord Default is not cured within the foregoing cure period, then Tenant shall have the right, at its option, with or without further notice or demand of any kind to Landlord or any other person, to any one or more of the following described remedies in addition to all other rights and remedies provided at law or in equity or elsewhere herein:

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

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

15.3 <u>Emergency</u>

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

16. ASSIGNMENT AND SUBLETTING

16.1 Assignment and Subletting

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

16.2 <u>Sale</u>

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

Upon any sale or transfer of the Property by Landlord, Landlord shall provide fourteen (14) days prior written notice of said sale of transfer to Tenant. In addition, Landlord shall provide the following information to Tenant, at Tenant's Address for Notice (set forth in Section 1.1 hereof), as a condition of Tenant's obligation to pay Base Rent to the new owner:

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

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

17. ALTERATIONS AND ADDITIONS

17.1 Landlord Consent

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

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

17.2 End of Term

Any Alterations not removed by Tenant shall become the property of Landlord and remain upon and be surrendered with the Premises and considered to be abandoned at the expiration of the Term. Any non-permanent alteration or furniture may be removed from the premises upon termination.

18. <u>CONDEMNATION</u>

18.1 <u>Controlling Terms</u>

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

18.2 Total Taking

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

18.3 Partial Taking

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

18.4 <u>Restoration</u>

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

18.5 <u>Award</u>

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

18.6 Waiver of Statute

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

19. INDEMNIFICATION

19.1 Landlord's Indemnity

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

19.2 <u>Tenant's Indemnity</u>

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

(a) <u>Cancellation of or Changes in Insurance</u>

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

(b) Failure to Maintain Insurance

Landlord's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Lease, upon which County immediately may withhold payments due to Landlord, and/or suspend or terminate this Lease. County, at its sole discretion, may obtain damages from Landlord resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to Landlord, deduct the premium cost from sums due to Landlord or pursue Landlord reimbursement.

(c) Insurer Financial Ratings

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

(d) Landlord's Insurance Shall Be Primary

Landlord's insurance policies, with respect to any claims related to this Lease, shall be primary with respect to all other sources of coverage available to Tenant. Any Landlord maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Tenant coverage.

(e) <u>Waiver of Subrogation</u>

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

(f) <u>Deductibles and Self-Insured Retentions ("SIRs")</u>

Landlord's policies shall not obligate the Tenant to pay any portion of any Landlord deductible or SIR. The Tenant retains the right to require Landlord to reduce or eliminate policy deductibles and SIRs as respects the Tenant, or to provide a bond guaranteeing Landlord's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

(g) <u>Claims Made Coverage</u>

If any part of the Required Insurance is written on claims made basis, any policy retroactive date shall precede the start date of this Lease. Landlord understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Lease expiration, termination or cancellation.

(h) Application of Excess Liability Coverage

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

(i) <u>Separation of Insureds</u>

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

(j) <u>Tenant Review and Approval of Insurance Requirements</u>

The Tenant reserves the right to review and adjust the Required Insurance provisions, conditioned upon Tenant's determination of changes in risk exposures.

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

20. INSURANCE

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

20.1 <u>Waiver</u>

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

20.2 <u>General Insurance Provisions – Landlord Requirements</u>

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

- (a) Evidence of Coverage and Notice to Tenant
- i. Certificate(s) of insurance coverage ("Certificate") satisfactory to Tenant, and a copy of an Additional Insured endorsement confirming that Tenant and its Agents (defined below) has been given insured status under the Landlord's General Liability policy, shall be delivered to Tenant at the address shown below and provided prior to the start day of this Lease.
- ii. Renewal Certificates shall be provided to Tenant not less than 10 days prior to Landlord's policy expiration dates. The Tenant reserves the right to obtain complete, certified copies of any required Landlord insurance policies at any time.
- iii. Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Lease by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Landlord identified in this Lease. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification

number, its financial rating, the amounts of any policy deductibles or selfinsured retentions exceeding twenty-five thousand (\$25,000.00) dollars, and list any Tenant-required endorsement forms.

- iv. Neither the Tenant's failure to obtain, nor the Tenant's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Landlord, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.
- v. Certificates and copies of any required endorsements, and/or notices of cancellation shall be delivered to:

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

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

(b) Additional Insured Status and Scope of Coverage

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

(c) <u>Cancellation of or Changes in Insurance</u>

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

(d) Failure to Maintain Insurance

Landlord's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Lease, upon which County immediately may withhold payments due to Landlord, and/or suspend or terminate this Lease. County, at its sole discretion, may obtain damages from Landlord resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to Landlord, deduct the premium cost from sums due to Landlord or pursue Landlord reimbursement.

(e) Insurer Financial Ratings

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

(f) Landlord's Insurance Shall Be Primary

Landlord's insurance policies, with respect to any claims related to this Lease, shall be primary with respect to all other sources of coverage available to Tenant. Any Landlord maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Tenant coverage.

(g) <u>Waiver of Subrogation</u>

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

(h) <u>Deductibles and Self-Insured Retentions ("SIRs")</u>

Landlord's policies shall not obligate the Tenant to pay any portion of any Landlord deductible or SIR. The Tenant retains the right to require Landlord to reduce or eliminate policy deductibles and SIRs as respects the Tenant, or to provide a bond guaranteeing Landlord's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

(i) <u>Claims Made Coverage</u>

If any part of the Required Insurance is written on claims made basis, any policy retroactive date shall precede the start date of this Lease. Landlord understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Lease expiration, termination or cancellation.

(j) Application of Excess Liability Coverage

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

(k) <u>Separation of Insureds</u>

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

(I) <u>Tenant Review and Approval of Insurance Requirements</u>

The Tenant reserves the right to review and adjust the Required Insurance provisions, conditioned upon Tenant's determination of changes in risk exposures.

20.3 Insurance Coverage Types And Limits

- (a) Tenant Requirements: During the term of this Lease, Tenant shall maintain a program of insurance coverage as described below:
- i. Commercial General Liability Insurance, providing scope of coverage equivalent to ISO policy form CG 00 01, naming Landlord and its Agents as an additional insured, with limits of not less than:

General Aggregate:	\$ 2 million
Products/Completed Operations Aggregate:	\$ 1 million
Personal and Advertising Injury:	\$ 1 million
Each Occurrence:	\$ 1 million

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

20.4 Landlord Requirements

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

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

General Aggregate:	\$ 10 million
Products/Completed Operations Aggregate:	\$ 10 million
Personal and Advertising Injury:	\$ 5 million
Each Occurrence:	\$ 5 million

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

21. PARKING

21.1 <u>Tenant's Rights</u>

Tenant shall have the right to the number of exclusive reserved parking spaces and unreserved parking spaces set forth in Section 1.1, without charge, for the Term of this Lease. No tandem parking shall be required or allowed, and Tenant shall be entitled to full in/out privileges at all times. Tenant's parking rights shall be subject to reasonable parking rules and regulations adopted by Landlord from time to time, provided that such procedures shall be uniformly applied to all tenants. Tenant acknowledges that all unreserved parking spaces are not for the exclusive use of Tenant, rather, all such parking spaces are to be used on a nonexclusive, first-come, first-served basis by Tenant and other tenants, occupants, licensees, invitees and permittees of the Building. Landlord, at its sole expense, shall provide Tenant with at least one (1) parking access card or key fob for each reserved or unreserved parking space set forth in Section 1.1, if applicable.

21.2 <u>Remedies</u>

Landlord acknowledges that it is a material term of this Lease that Tenant receives all of the parking spaces to which it is entitled under this Lease for the entire Term of this Lease and that it would be impracticable and extremely difficult to fix the actual damages for a breach of such provisions. It is therefore agreed that if, for any reason whatsoever, a material number of the parking spaces required above are not available to Tenant (in addition to the rights given to Tenant under Section 14 and Sections 9 and 17 in the event of casualty or condemnation), then Tenant may:

- (a) terminate this Lease by giving written notice of such termination to Landlord, which notice shall be effective thirty (30) days thereafter, or
- (b) deduct from the Base Rent thereafter accruing hereunder an amount each month equal to the Base Rent times the percentage of parking spaces not so provided times the number 1.5, but such deduction from Base Rent shall be not less than ten percent (10%) nor more than one hundred percent (100%) of the Base Rent.

22. ENVIRONMENTAL MATTERS

22.1 Hazardous Materials

Tenant shall not cause nor permit, nor allow any of Tenant's employees agents, customers, visitors, invitees, licensee, contractor, assignees or subtenants to cause or permit, any Hazardous Materials to be brought upon, stored, manufactured, generated, blended, handled, recycled, treated, disposed or used on, under or about the Premises, the Building or the Common Areas, except for routine office and janitorial supplies in usual and customary quantities stored, used and disposed of in accordance with all applicable Environmental Laws. As used herein, "Hazardous Materials" means any chemical, substance, material, controlled substance, object, condition, waste, living organism or combination thereof, whether solid, semi solid, liquid or gaseous, which is or may be hazardous to human health or safety or to the environment due to its radioactivity, ignitability, corrosivity. reactivity, explosivity, toxicity, carcinogenicity, mutagenicity, phytotoxicity, infectiousness or other harmful or potentially harmful properties or effects, including, without limitation, molds, toxic levels of bacteria, tobacco smoke within the Premises, petroleum and petroleum products, asbestos, radon, polychlorinated biphenyls (PCBs), refrigerants (including those substances defined in the Environmental Protection Agency's "Refrigerant Recycling Rule," as amended from time to time) and all of those chemicals, substances, materials, controlled substances, objects, conditions, wastes, living organisms or combinations thereof which are now or become in the future listed, defined or regulated in any manner by any Environmental Law based upon, directly or indirectly, such properties or effects. As used herein, "Environmental Laws" means any and all federal, state or local environmental, health and/or safetyrelated laws, regulations, standards, decisions of courts, ordinances, rules, codes, orders, decrees, directives, guidelines, permits or permit conditions, currently existing and as amended, enacted, issued or adopted in the future which are or become applicable to Tenant, the Premises, the Building or the Common Areas.

22.2 Landlord Indemnity

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

23. ESTOPPEL CERTIFICATES

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

24. TENANT IMPROVEMENTS

The Premises shall meet all applicable City, County, State and Federal building codes, regulations and ordinances required for beneficial occupancy. Without limiting the generality of the foregoing, construction of the tenant improvements shall comply with all applicable laws and regulations, including but not limited to the provisions of the California Labor Code relating to the payment of prevailing wages on public works projects, unless the work is otherwise exempt therefrom pursuant to the California Labor Code. Under the provisions of the Labor Code, the State Department of Industrial Relations will ascertain the prevailing hourly wage rate and details pertinent thereto for each craft, classification, or type of workman or mechanic needed for the construction of the tenant improvements. Particulars of the current prevailing wage scale, as approved by the Board of Supervisors, which are applicable to the work, are filed with the Clerk of the Board of Supervisors and must be posted at the site. Any work, including construction, that Landlord must undertake to obtain the necessary jurisdictional approvals for occupancy shall be at Landlord's sole cost and expense.

Landlord shall perform the following work:

- Replace carpet per provided specifications.
- Replace lobby and restroom flooring in consult with Tenant.
- Replace lobby window blinds.
- Interior painting per specifications.
- Repair roof and any ongoing leaks.

<u>Carpet</u>

Main Work Area: Mohawk First One Up II BT443 – LA County Preference 959 Office and Conference Rooms: Mohawk First One Up II BT443 – Priority 727 Topset Base: 700 series Roppe Charcoal #123

<u>Paint</u>

Interior walls throughout suite - Dunn-Edward DET 649 Carrara One accent wall in every office: -Dunn- Edwards DET 578 Yankee Doodle

Lobby and Restroom Flooring

Tenant to provide specifications.

25. <u>LIENS</u>

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

26. SUBORDINATION AND MORTGAGES

26.1 <u>Subordination and Non-Disturbance</u>

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

26.2 Existing Deeds of Trust

The beneficiary under any existing deed of trust affecting the Building shall provide a written agreement to Tenant in the form of <u>Exhibit E</u> attached hereto, within 30 days after the execution of this Leas. Tenant has previously executed a subordination agreement. Attached as Exhibit "E".

26.3 Notice of Default

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

27. SURRENDER OF POSSESSION

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

28. <u>SIGNAGE</u>

Tenant shall be allowed building standard signage on the directory installed by tenant at tenant's expense located in the ground floor lobby of the Building and elevator lobbies of the floors of the Premises and suite signage. Tenant shall have the right to install, at Landlord's sole cost and expense, up to two (2) lines per 1,000 rentable square feet of the Premises on the Building's directory board in the main lobby of the Building. Tenant shall

be permitted to install signs at the Premises that conform with any and all applicable laws and ordinances. Tenant is responsible for the existing and newly installed signage and maintenance.

29. QUIET ENJOYMENT

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

30. <u>GENERAL</u>

30.1 <u>Headings</u>

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

30.2 <u>Successors and Assigns</u>

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

30.3 <u>Brokers</u>

Landlord and Tenant each represent and warrant to each other that it has not engaged any broker, finder or other person who would be entitled to any commission or fees in respect of the negotiation, execution or delivery of this Lease other than as disclosed to the other in writing and shall indemnify and hold harmless each other against any loss, cost, liability or expense incurred by the other party as a result of any claim asserted by any such broker, finder or other person on the basis of any arrangements or agreements made or alleged to have been made in variance with this representation. Notwithstanding, the above, Landlord warrants that it has dealt with only the following real estate broker(s), agent(s), and/or finder(s) in connection with this Lease: Thomas G. McDonald, Executive Vice President, Jones Lang LaSalle Brokerage, Inc in cooperation with Jones Lang LaSalle Americas, Inc. Tenant warrants that it has not dealt with any other real estate broker(s), agent(s), and/or finder(s) in connection with this letter or the transaction contemplated by this letter.

30.4 Entire Agreement

This Lease (including all exhibits hereto and the Landlord's Work Letter) is the final and complete expression of Landlord and Tenant relating in any manner to the leasing, use and occupancy of the Premises, to Tenant's use of the Building and other matters set forth in this Lease. No prior agreements or understanding pertaining to the same shall be valid or of any force or effect, and the covenants and agreements of this Lease shall not be altered, modified or added to except in writing signed by both Landlord and Tenant.

30.5 <u>Severability</u>

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

30.6 Notices

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

30.7 Governing Law and Venue

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

30.8 Waivers

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

30.9 <u>Time of Essence</u>

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

30.10 Consent

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

30.11 <u>Community Business Enterprises</u>

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

30.12 <u>Memorandum of Lease</u>

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

30.13 Counterparts; Electronic Signatures

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

31. <u>AUTHORITY</u>

Only the County's Board of Supervisors ("Board of Supervisors") has the authority, by formally approving and/or executing this Lease, to bind Tenant to the terms included herein. Landlord understands that no material terms of this Lease may be altered or deleted, nor may any new material terms be added to this Lease, without the express written approval of the Board of Supervisors, either through an amendment to the Lease or by other formal board action. No County officer, employee, agent or independent contractor has any authority to alter, add or delete the material terms of this Lease, and Landlord may not rely upon any representations to the contrary. This limitation of authority applies to all material terms of the Lease including, without limitation, any monetary ceiling established for Tenant Improvements or other project costs of Landlord which are subject to reimbursement by Tenant. Tenant shall not reimburse Landlord for any expenses which exceed this ceiling. Notwithstanding the foregoing, the Chief Executive Office of the

County (the "Chief Executive Office") may take any administrative act on behalf of Tenant hereunder which does not have the effect of increasing Base Rent or other financial obligations of Tenant under this Lease, including without limitation, granting any approvals, terminating this Lease in the manner provided herein by an early termination notice or otherwise, signing estoppel certificates, signing the Commencement Date Memorandum and Confirmation of Lease Terms or subordinating this Lease. Each individual executing this Lease on behalf of Landlord represents and warrants that he or she is duly authorized to execute and deliver this Lease on behalf of Landlord, and that this Lease is binding upon Landlord in accordance with its terms.

32. ACKNOWLEDGEMENT BY LANDLORD

Landlord acknowledges that it is aware of the following provisions:

32.1 Consideration of GAIN Program Participants

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

32.2 Solicitation of Consideration

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

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

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

32.3 Landlord Assignment

(a) In the manner provided for in California Government Code section 5951 Landlord may assign, transfer, mortgage, hypothecate or encumber Landlord's right, title and interest in and to this Lease or any portion thereof (including the right to receive rental payments but excluding its duties and obligations hereunder), and Landlord may execute any and all instruments providing for the payment of Base Rent directly to an assignee or transferee, but only if the conditions set forth in this Section are met.

- (b) Any document or agreement purporting to assign, transfer, mortgage, hypothecate or encumber Landlord's right, title and interest in and to this Lease, or any portion thereof, as security for the Landlord's obligation to repay any monetary obligation, is hereinafter referred to as a "Security Agreement." Any Security Agreement which is executed without full compliance with the requirements of this Section shall be void.
- (c) Each assignee or transferee under the Security Agreement shall certify and agree in writing that such assignee or transferee has read and is familiar with the requirements of Sections 5950-5955 of California Government Code, which prohibits the offer or sale of any security constituting a fractional interest in this Lease or any portion thereof, without the prior written consent of the Tenant. Notwithstanding the foregoing, the Tenant hereby acknowledges and agrees that Landlord shall have the right to encumber the Property with CMBS (commercial mortgage backed securities) financing or other traditional real estate financing. However, Landlord may not encumber the Property through any type of bond financing vehicle, including but not limited to certificate of participation financing.
- (d) Violation by Landlord of the provisions of Section 5951 of the California Government Code will constitute a material breach of this Lease, upon which the Tenant may impose damages in an amount equal to the greater of \$500,000 or 10% of the aggregate principal portion of all rental payments payable by the Tenant during the entire Term of this Lease, it being expressly agreed that the aforesaid amount shall be imposed as liquidated damages, and not as a forfeiture or penalty. It is further specifically agreed that the aforesaid amount is presumed to be the amount of damages sustained by reason of any such violation, because from the circumstances and nature of the violation it would be impracticable and extremely difficult to fix actual damages. In addition, the Tenant may exercise or pursue any other right or remedy it may have under this Lease or applicable law.
- (e) Landlord shall give Tenant written notice and a copy of each and every assignment, transfer, hypothecation or encumbrance of Landlord's interest in this Lease and any instrument relating thereto (including, but not limited to, instruments providing for the payment of Base Rent directly to an assignee or transferee) at least thirty (30) days prior to the effective date thereof.
- (f) Landlord shall not furnish any information concerning Tenant or the subject matter of this Lease (including, but not limited to, offering memoranda, financial statements, economic and demographic information, and legal opinions rendered by the office of counsel for the Tenant) to any person or entity, except with Tenant's prior written consent. Landlord shall indemnify, defend and hold Tenant and its officers, agents and employees harmless from and against all claims and liability alleged to arise from the inaccuracy or incompleteness of any information furnished by Landlord in violation of this Section 32.3.
- (g) The provisions of this Section 32.3 shall be binding upon and applicable to the parties hereto and their respective successors and assigns. Whenever

in this Section Landlord is referred to, such reference shall be deemed to include Landlord's successors or assigns, and all covenants and agreements by or on behalf of Landlord herein shall bind and apply to Landlord's successors and assigns, whether so expressed or not.

32.4 Smoking in County Facilities.

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

33. IRREVOCABLE OFFER

In consideration for the time and expense that Tenant will invest in this Lease, including but not limited to preliminary space planning, legal review, and preparation and noticing for presentation to the Tenant Real Estate Management Commission of Los Angeles County, as necessary, in reliance on Landlord's agreement to lease the Premises to Tenant under the terms of this Lease, Landlord irrevocably offers to enter into this Lease and not to revoke this offer until the Irrevocable Offer Expiration Date, as defined in Section 1.1.

34. RIGHT OF FIRST OFFER TO LEASE ADDITIONAL PREMISES

(a) Provided that no material Default has occurred and is continuing under the Lease, if at any time prior to the last twelve (12) months of the Term,

Landlord intends to offer leasable space located contiguous to the Premises (the "Additional Premises") for lease to third parties or to accept an offer of a third party to lease the Additional Premises, Landlord shall first give written notice to Tenant of the rental rate and other material terms upon which Landlord is willing to lease the Additional Premises ("Landlord's Lease Notice"). Landlord's Lease Notice shall constitute an offer to lease the Additional Premises to Tenant at the rental rate and upon the terms and conditions contained in Landlord's Lease Notice and shall state the anticipated date of availability of the Additional Premises. Tenant shall have ninety (90) business days after receipt of Landlord's Lease Notice to accept such offer. Tenant shall accept such offer, if at all, only by delivery to Landlord of Tenant's irrevocable written commitment to lease the Additional Premises at the rental rate and upon the terms and conditions contained in Landlord's Lease Notice (the "Expansion Commitment").

- (b) If Tenant delivers to Landlord the Expansion Commitment within such ninety (90) business day period, all (but not part) of the Additional Premises shall be leased to Tenant commencing on the earlier of (a) the date Tenant first uses the Additional Premises for the Permitted Use; or (b) thirty (30) days after Landlord provides Tenant with possession of the Additional Premises and continuing for a period of time coterminous with the remaining Term, including any options to extend the Term. Tenant shall lease the Additional Premises upon the same terms, conditions and covenants as are contained in the Lease except that (i) the Base Rent for the Additional Premises shall be at the rate set forth in Landlord's Lease Notice, and (ii) any terms and conditions set forth in Landlord's Lease Notice that are inconsistent with the terms and conditions of the Lease shall control.
- (c) Except as otherwise set forth in Landlord's Lease Notice, possession of the Additional Premises shall be delivered to Tenant on an "as-is" basis. Landlord shall prepare and Landlord and Tenant shall execute and deliver a written agreement modifying and supplementing the Lease and specifying that the Additional Premises are part of the Premises and, except as otherwise specified in Landlord's Lease Notice, subject to all of the terms and conditions of the Lease.
- (d) Time is of the essence with respect to the exercise by Tenant of its rights granted hereunder. In the event Tenant fails to deliver to Landlord Tenant's Expansion Commitment within the ninety (90) business day period prescribed above, all rights of Tenant to lease the Additional Premises shall terminate and Landlord shall have no further obligation to notify Tenant of any proposed leasing of the Additional Premises, and Landlord shall thereafter have the unconditional right to lease the Additional Premises to third parties or to accept offers from third parties to lease the Additional Premises without further obligation to Tenant. The rights granted to Tenant under this Section 34 shall not apply to any sales or similar transfers of the Additional Premises.

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

LANDLORD:	COAST-UNITED ADVERTISING CO., INC., a California corporation
	DocuSigned by: By: <u>William M. Giamila</u> Nam e: 4869911f&m47M. Giamela Its: <u>President</u>
TENANT:	COUNTY OF LOS ANGELES , a body corporate and politic
	FESIA A. DAVENPORT Chief Executive Officer
	By: John T. Cooke Assistant Chief Executive Officer

ATTEST:

DEAN C. LOGAN

Registrar-Recorder/County Clerk of the County of Los Angeles

By:

Deputy

APPROVED AS TO FORM:

DAWYN R. HARRISON

County Counsel

By: _

Senior Deputy

EXHIBIT A

FLOOR PLAN OF PREMISES

EXHIBIT B

COMMENCEMENT DATE MEMORANDUM AND CONFIRMATION OF LEASE TERMS

Landlord and Tenant hereby acknowledge as follow:

- 1) Landlord delivered possession of the Premises to Tenant in a Substantially Complete condition on ______ ("Possession Date");
- 2) Tenant has accepted possession of the Premises and now occupies the same;
- 3) The Lease commenced on _____ ("Commencement Date");
- 4). The Premises contain ______ rentable square feet of space; and
- 5) Landlord has paid a commission in the amount of \$_____ to Tenant

pursuant to Section 30.3 of the Lease.

IN WITNESS WHEREOF, this memorandum is executed this _____ day of _____, 20___.

Tenant:

Landlord:

COUNTY OF LOS ANGELES, a body corporate and politic

By:

By:

Name_____ Its

Name		
lts		

a

EXHIBIT C

HEATING, VENTILATION AND AIR CONDITIONING

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

EXHIBIT D

CLEANING AND MAINTENANCE SCHEDULE

A. DAILY (Monday through Friday)

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

B. <u>WEEKLY</u>

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

C. MONTHLY

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

Exhibit D CLEANING AND MAINTENANCE SCHEDULE

- 21. Carpet professionally spot cleaned as required to remove stains.
- 22. HVAC chiller water checked for bacteria, water conditioned as necessary.

D. <u>QUARTERLY</u>

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

E. <u>SEMI-ANNUALLY</u>

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

F. <u>ANNUALLY</u>

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

G. <u>AS NEEDED</u>

- 33. Premises and the sidewalks, driveways, parking areas and all means of access and egress for the Premises should be maintained in good repair, and in clean and safe condition at all times.
- 34. All lawns, shrubbery and foliage on the grounds of the Premises should be maintained in good condition and neat in appearance. Grass and shrubbery must be replanted as needed to maintain the grounds in good appearance and condition.
- 35. Interior and exterior pest control inspections and remediation frequency is to be determined by a licensed exterminator.

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

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

- 38. All walls repainted and wall coverings replaced throughout the Premises. The paint finish should be eggshell or semi-gloss as directed by Tenant and in a color acceptable to Tenant. In no event will Landlord be required to repaint or replace wall coverings more than one (1) time in a five (5) year period (the "Occurrence") except for touch-up paint as provided in Paragraph 6.C. of this Exhibit E. The initial tenant improvements completed prior to Tenant's occupancy or as a condition to the renewal of the Lease shall not constitute an Occurrence for the purpose of determining the frequency of this work.
- 39. All HVAC ducts cleaned as needed, but no less than every five (5) years.

EXHIBIT E

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

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RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:

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

Space above for Recorder's Use

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

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

This Subordination, Non-disturbance and Attornment Agreement ("Agreement") is entered into as of the _____ day of ______, 20__ by and among COUNTY OF LOS ANGELES, a body corporate and politic ("Tenant"), [*Insert name of Landlord*], ("Borrower") and [*Insert name of Lender*], ("Lender").

Factual Background

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

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

C. Tenant and Borrower (as "Landlord") entered into a lease dated _____

(the "Lease") under which Borrower leased to Tenant a portion of the Improvements located within the Property and more particularly described in the Lease (the "Premises").

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

Agreement

Therefore, the parties agree as follows:

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

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

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

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

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

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

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

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

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

(e) be bound by any modification or amendment of or to the Lease which materially increases Landlord's obligations under the Lease or materially decreases Tenant's obligation under the Lease, unless Lender has approved such modification or amendment in writing, which approval shall not be unreasonably withheld, conditioned or delayed. 6. <u>Notices</u>. All notices given under this Agreement shall be in writing and shall be given by personal delivery, overnight receipted courier or by registered or certified United States mail, postage prepaid, sent to the party at its address appearing below. Notices shall be effective upon receipt (or on the date when proper delivery is refused). Addresses for notices may be changed by any party by notice to all other parties in accordance with this Section.

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

7. <u>Miscellaneous Provisions</u>. This Agreement shall inure to the benefit of and be binding upon the parties and their respective successors and assigns. This Agreement is governed by the laws of the State of California without regard to the choice of law rules of that State. TENANT: COUNTY OF LOS ANGELES, a body corporate and politic

By:		
Name:		
Title:		

BORROWER: [Insert name of Landlord]

By:	
Name:	
Title:	

LENDER:

[Insert name of Lender],

By:	
Name:	
Title:	

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

STATE OF CALIFORNIA)
) SS
COUNTY OF)

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

personally appeared _____

Name of Signer(s)

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

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

WITNESS my hand and official seal.

Signature (Seal)

EXHIBIT F

TENANT ESTOPPEL CERTIFICATE

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

Attn:		
Re:	Date of Certificate: Lease Dated: Current Landlord: Located at: Premises: Commencement Date of Tern Expiration Date: Current Rent:	n:

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

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

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

(b) The current Rent is set forth above.

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

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

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

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

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

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

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

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

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

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

COUNTY OF LOS ANGELES, a body corporate and politic

By:	
Name:	
Title:	

EXHIBIT G

COMMUNITY BUSINESS ENTERPRISE FORM

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

I. Minority/Women Pa	rticipatio	on in Firr	n (Partners,	Associate Pa	artners, Ma	nager	s, Staff, etc.)	
1. Firm Name:					3. Contact Person	/Telephone N	umber:	
2. Address:								
					4. Total nu employe		e firm:	
5. Provide the number of all minority employees and	As	Owners, Pa sociate Parti		Manage		igers Sta		aff
women in each category.	All O,F	° & AP	Women	All Managers	Wome	en	All Staff	Women
Black/African American								
Hispanic/Latin American								
Asian American								
Portuguese American								
American Indian/Alaskan Native								
All Others								
II. PERCENTAGE OF I	MINORIT	Y/WOME	N OWNERS	HIP IN FIRM	1			
1. Type of Business Structure: (Corporation,	Partnership,	Sole Proprietors	hip, Etc.)				
^{2.} Total Number of Ownership/P	artners, Etc.:		-	ITY/WOMEN-OW FICATION	NED FIRM			
^{3.} Provide the percentage of ownership in each	All Employee	Women	ls your firm c	urrently certified a	as a minority o	wned bus	siness firm by the:	
Black/African American	-		State of 0	California?	□ Yes	□ N	0	
Hispanic/Latin American			-	os Angeles?	□ Yes			
Asian American			Federal C	Government?	□ Yes	□ N	0	
Portuguese American			Section D.	OPTION TO PR		ESTED I	NFORMATION	
American Indian/Alaskan				ot wish to provide	e the informatio	on require	ed in this form.	
All Others			Firm Name:					

Signature/Title:
Date:

EXHIBIT H

MEMORANDUM OF LEASE

RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:

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

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

MEMORANDUM OF LEASE

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

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

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

Dated:, 20 LANDLORD:	
	By: Its: By: Its:
TENANT:	COUNTY OF LOS ANGELES, a body corporate and politic
	FESIA A. DAVENPORT Chief Executive Officer
	By: John T. Cooke Assistant Chief Executive Officer
ATTEST:	
DEAN C. LOGAN Registrar-Recorder/County Clerk of the County of Los Angeles	
By: Deputy	
APPROVED AS TO FORM:	

DAWYN R. HARRISON County Counsel

By: _____ Senior Deputy

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

STATE OF CALIFORNIA)) SS. COUNTY OF _____)

On _____, before me,

Date Name And Title Of Officer (e.g. "Jane Doe, Notary Public")

personally appeared _____

Name of Signer(s)

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

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

WITNESS my hand and official seal.

Signature (Seal)

BOARD LETTER/MEMO CLUSTER FACT SHEET

Board Letter	Board Memo Other Other	
CLUSTER AGENDA REVIEW DATE	8/23/2023	
BOARD MEETING DATE	9/12/2023	
SUPERVISORIAL DISTRICT	⊠ AII □ 1 st □ 2 nd □ 3 rd □ 4 th □ 5 th	
DEPARTMENT(S)	Internal Services Department (ISD)	
SUBJECT	Request for approval and authority to award and execute Master Agreen and translation services in support of the March 7, 2023, Board Motion In Angeles County.	nents (MAs) for on-demand interpretation nproving Language Access in Los
PROGRAM	On-Demand Interpretation and Translation Services (ODITS) Master Ag	reement
AUTHORIZES DELEGATED AUTHORITY TO DEPT	🛛 Yes 🗌 No	
SOLE SOURCE CONTRACT	🗌 Yes 🛛 No	
	If Yes, please explain why: N/A	
DEADLINES/CONSTRAINTS	The current Language Interpretation Services Master Agreement (LISM/ extension options after this date.	A) expires March 31, 2024. There are no
COST & FUNDING	Total cost: Expenditures resulting from these agreements vary from year to year based on the needs of County departments, and County departments are responsible for ensuring they have adequate funding prior to requesting services under the recommended Master Agreement. Approximate annual expenditures historically are \$4.5 million.	departments' Fiscal Year 2023-24 Adopted Budgets, and sufficient appropriation will be requested in the future years.
	TERMS (if applicable): Initial five (5) years with two (2) additional two-ye month extensions for a maximum total Master Agreement term of nine (S	
	Explanation: There is a continuing need to improve the accessibility of languag interpretation and translation services for the communities we serve a speakers of languages other than English, so that the County can provi programs.	nd also address the barriers confronting
PURPOSE OF REQUEST	The purpose and goal of the recommended MAs is to create a pool of re provide various interpretation and translation services. Recommendation ODITS Master Agreements; Recommendation two requests authority to during the MA term and exercise MA renewal options and amend/termin	one requests authority to execute execute North Master Agreements
BACKGROUND (include internal/external issues that may exist including any related motions)	On September 9, 2016, the Board gave delegated authority to the ISI Language Interpretation Services Master Agreement (LISMA). All renew current LISMA will expire March 31, 2024. On March 7, 2023, Supervisor a motion <i>Improving Language Access in Los Angeles County</i> delegat develop a bank of interpreter services and enter into master services agranslation and interpretation services and make these master service departments. After collaborating closely with DCBA, on April 4, 2023, I Qualifications (RFSQ) to replace the existing LISMA and expand the language.	wal options have been exercised and the s Hilda L. Solis and Janice Hahn set forth ing authority to the Director of DCBA to reements with organizations that provide the agreements accessible to all County SD released a Request for Statement of
EQUITY INDEX OR LENS WAS UTILIZED	☐ Yes ⊠ No If Yes, please explain how:	
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	Yes X No	
DEPARTMENT CONTACT	Christie Carr, Division Manager, ISD Contracting Division; (323) 267-310	1, <u>ccarr@isd.lacounty.gov</u>



County of Los Angeles INTERNAL SERVICES DEPARTMENT

> 1100 North Eastern Avenue Los Angeles, California 90063

SELWYN HOLLINS Director

"Trusted Partner and Provider of Choice"

Telephone: (323) 267-2101 FAX: (323) 264-7135

September 12, 2023

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:

REQUEST FOR APPROVAL AND AWARD OF ON-DEMAND INTERPRETATION AND TRANSLATION SERVICES MASTER AGREEMENT (ALL DISTRICTS – 3 VOTES)

<u>SUBJECT</u>

Request delegated authority to Internal Services Department (ISD) to award and execute On-Demand Interpretation and Translation Services (ODITS) Master Agreements) (MAs) and to execute additional Master Agreements with new Contractors as they become qualified during the term of the Master Agreement, to provide language interpretation and translation services to County departments.

IT IS RECOMMENDED THAT THE BOARD:

- 1. Authorize the Director of Internal Services Department (ISD), or designee, to award and execute Master Agreements substantially similar to the attached standardized agreement (Attachment 1) to the two (2) Contractors listed on Attachment 2 to provide interpretation and/or translation services to departments Countywide, for an initial term of five (5) years, with two (2) two-year periods and six (6) additional month-to-month extensions.
- 2. Authorize the Director of ISD, or designee, to (i) execute MAs with new Contractors as they become qualified pursuant to the open solicitation; (ii) execute options to extend the MAs; (iii) execute applicable MA amendments should the original contracting entity merge, be acquired, or otherwise have a change of entity; (iv) execute applicable amendments to add/delete language-related categories and/or services and add/delete languages to the categories

as they become necessary to meet the County's needs; (v) execute applicable MA amendments to make necessary changes to the terms and conditions to align with Board policy changes and directives; and (vi) suspend or terminate MAs for the administrative convenience of the County.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS

ISD currently administers the Language Interpretation Services Master Agreement (LISMA) program which provides a pool of readily available prequalified contractors to provide language interpretation services Countywide. The recommended MAs for language services will provide County departments with a streamlined process to access multiple sources of on-demand interpretation and translation services in the County's fourteen (14) threshold languages and other languages necessary to service the County's language demographics. Approval of the recommended MAs will ensure County departments' access to a pool of qualified Contractors past the March 31, 2024 expiration of the current LISMA and provide departments' with additional interpretation and translation services that are not currently available.

Additionally, the recommended MAs for language interpretation and translation services will support the March 7, 2023 motion *Improving Language Access in Los Angeles County*, set forth by Supervisor Hilda L. Solis and Supervisor Janice Hahn, directing the Director of Department of Consumer and Business Affairs (DCBA) to develop a bank of interpreter services and enter into master service agreements with the organizations that provide translation and interpretation services and to make the master service agreements accessible to all County departments.

Recommendation number one requests delegated authority to the Director of ISD, or designee, to execute ODITS MAs to provide language interpretation and translation services to all County departments.

Recommendation number two will allow ISD to execute additional MAs with new vendors as they become qualified throughout the term of the ODITS and to effectively manage the MAs.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

The recommended actions are consistent with the County of Los Angeles Strategic Plan: Goal I, Make Investments That Transform Lives by providing interpretation and translation services available throughout the County in an effort to improve service delivery to constituents.

FISCAL IMPACT/FINANCING

The MAs do not guarantee any minimum amount of business to any particular Contractor, and the County only incurs an obligation as services are performed. Expenditures resulting from these MAs vary from year to year based on the needs of County departments, and County departments are responsible for ensuring they have adequate funding prior to requesting services under the recommended MAs.

The fully burdened rates are fixed for the entire MA term, including extension options.

Twenty-six County departments used the current Language Interpretation Services Master Agreement and the total expenditures averaged approximately \$376,881.06 per month County-wide in Fiscal Year 2021-2022. Funding for these services is included in ISD's and other County departments' Fiscal Year 2023-24 Adopted Budgets, and sufficient appropriation will be requested in the future years.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The terms and conditions of the recommended MA have been approved as to form by County Counsel. The MAs contain the Board's required contract provisions including those pertaining to consideration of qualified County employees targeted for layoffs, as well as qualified GAIN/GROW participants for employment openings, compliance with the Jury Service Ordinance, Safety Surrendered Baby Law and the Child Support program. ISD has determined that the proposed MAs are not subject to County Code 2.201, the County's Living Wage Program, because these are as-needed intermittent services.

A summary of the Community Business Enterprise (CBE) Program information for all vendors is provided in Attachment 3. Both vendors recommended for a MA award are certified CBEs.

CONTRACTING PROCESS

On April 20, 2023, ISD released a Request for Statement of Qualifications (RFSQ) for On-Demand Interpretation and Translation Services Master Agreement. The solicitation was posted on the County's "Doing Business with Us" web site (Attachment 4), Instagram, Twitter, LinkedIn and distributed to approximately 3,700 vendors.

A virtual vendors' conference was held on May 8, 2023, with representatives from seventeen firms. Seventeen Statement of Qualifications (SOQs) were received, and all SOQs are being reviewed for compliance with the minimum requirements criteria

stated in the RFSQ. Two (2) vendors, listed in Attachment 2, were determined to be qualified and, as such, are being recommended for a MA award. ISD is reviewing the remaining SOQs for compliance with the minimum requirements criteria stated in the RFSQ and will award those that qualify MAs. New vendors may qualify for a MA at any time during the term of the MA by submitting an SOQ. These contractors will be subsequently added to the Master Agreement provided they meet the minimum requirements identified in the RFSQ. Thereafter, departments may use a contractor on a rotating basis based on the services needed.

To increase opportunities and participation from County Preference Program vendors (i.e., LSBE, Disabled Veteran Business Enterprise, and Social Enterprises) and the CBE program, ISD regularly coordinates outreach efforts such as vendor fairs with the Office of Small Business (OSB) and other County departments. Additionally, ISD hosted two virtual vendor events to advertise this contracting opportunity, specifically to increase participation from our small business community, and worked closely with the OSB to advertise the contracting opportunity with their vendor network. ISD will continue to advertise the contracting opportunities provided under the recommended MA and new vendors may qualify at any time to be awarded.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommendations will ensure that ISD and County departments receive remote and/or in-person language interpretation and translation services in continuing efforts to improve language access services in Los Angeles County.

CONCLUSION

Upon approval by the Board, it is requested that the Executive Office, Board of Supervisors return one stamped copy of the approved Board Letter to the Director of ISD.

Respectfully submitted,

SELWYN HOLLINS Director SH:LG:CC:OS:bc

Attachments

c: Executive Office, Board of Supervisors Chief Executive Officer Chief Information Office ISD Board Deputies County Counsel

ATTACHMENT ONE

APPENDIX C

SAMPLE MASTER AGREEMENT



MASTER AGREEMENT

BY AND BETWEEN

COUNTY OF LOS ANGELES

INTERNAL SERVICES DEPARTMENT

AND

(CONTRACTOR)

FOR ON-DEMAND INTERPRETATION AND TRANSLATION SERVICES

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- B Price Sheets, Category 1 through 6
- C Sample: Service Request Forms Packet
 - Service Request Form
 - Code of Ethics, Professional Conduct and Confidentiality Statement
 - COVID-19 Vaccination Certification of Compliance,
 - Certifications
 - Confidentiality Forms
- D Sample: Acceptance Form
- E County's Administration
- F Contractor's Administration
- G Safely Surrendered Baby Law

UNIQUE EXHIBITS

- H Business Associate Agreement under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA")
- I Health Information Technology For Economic and Clinical Health Act ("HITECH")
- J Information Security and Privacy Requirements

ATTACHMENTS

Attachment 1 Skill Categories

Attachment 2 County Department List

Attachment 3 Contractor Discrepancy Report

Attachment 4 Incident Form

Attachment 5 Performance Requirements Summary

APPENDIX C

Sample Master Agreement

MASTER AGREEMENT BETWEEN COUNTY OF LOS ANGELES, INTERNAL SERVICES DEPARTMENT AND

FOR

ON-DEMAND INTERPRETATION AND TRANSLATION SERVICES

This Master Agreement and Exhibits made and entered into this ____ day of _____, 20__ by and between the County of Los Angeles, Internal Service Department hereinafter referred to as County and ______, hereinafter referred to as Contractor, to provide On-Demand Interpretation and Translation Services in the following categories:

- 1. Over the Phone Interpretation Services
- 2. Video Remote Interpretation Services
- 3. Document Translation Services
- 4. In Person Sign Language Interpretation Services
- 5. In Person Oral Interpretation Services
- 6. Miscellaneous Interpretation and Translation Services
 Misc.: ______

RECITALS

WHEREAS, the County may contract with private businesses for On-Demand Interpretation and Translation Services when certain requirements are met; and

WHEREAS, the Contractor is a private firm specializing in providing On-Demand Interpretation and Translation Services; and WHEREAS, this Master Agreement is therefore authorized under California Codes, Government Code Section 31000 which authorizes the Board of Supervisors to contract for special services; and

WHEREAS, the Board of Supervisors has authorized the Director of Internal Services Department, or designee, to execute and administer this Master Agreement; and

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties agree to the following:

1.0 APPLICABLE DOCUMENTS

Exhibits A, B, C, D, E, F, G, H, I and J and Attachments 1, 2, 3, 4, and 5 are attached to and form a part of this Master Agreement. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Master Agreement and the Exhibits, or between Exhibits, such conflict or inconsistency will be resolved by giving precedence first to the Master Agreement and then to the Exhibits according to the following priority:

Standard Exhibits:

- Exhibit A Statement of Works, Category 1 through 6
- Exhibit B Price Sheets, Category 1 through 6
- Exhibit C Sample: Service Request Forms Packet for Categories 3-6
 - Service Request Form
 - Code of Ethics, Professional Conduct and Confidentiality
 Statement
 - COVID-19 Vaccination Certification of Compliance
 - Certifications
 - Contractor Acknowledgement, Confidentiality and Copyright Assignment Agreement
- Exhibit D Sample: Acceptance Form for Categories 3-6
- Exhibit E County's Administration
- Exhibit F Contractor's Administration

Exhibit G Safely Surrendered Baby Law

Unique Exhibits:

Exhibit H	Business Associate Agreement under the Health Insurance
	Portability and Accountability Act of 1996 ("HIPAA")

- Exhibit I Health Information Technology For Economic and Clinical Health Act ("HITECH")
- Exhibit J Information Security and Privacy Requirements

Attachments:

Attachment 1 Skill Categories

Attachment 2 County Department List

Attachment 3 Contractor Discrepancy Report

Attachment 4 Incident Form

Attachment 5 Performance Requirements Summary

This Master Agreement and the Exhibits hereto constitute the complete and exclusive statement of understanding between the parties, and supersedes all previous Master Agreements, written and oral, and all communications between the parties relating to the subject matter of this Master Agreement. No change to this Master Agreement will be valid unless prepared pursuant to Paragraph 8.1 (Amendments) and signed by both parties.

2.0 DEFINITIONS

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein will be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

- 2.1 Active Contractor: Identifies a Qualified Contractor who is in compliance with the terms and conditions and whose evidence of insurance requirements have all been received by the Department and are valid and in effect at the time of a given Service Request. As used herein, the terms Active Contractor and Contractor may be used interchangeably throughout this document.
- 2.2 Authorized Department (AD): Any of County's departments, related agencies, related districts and/or the non-County districts and agencies that have established and execute an Interdepartmental Agreement (IA) with the County Master Agreement Program Manager (IT Contracts). Only ADs can obtain services under this Master Agreement.
- 2.3 AD's Master Agreement Coordinator (Department Contracts Section): AD's specific County employee(s), within the AD's Contracts Section, designated by each AD to manage the day-to-day

administration, training, and education of services under the Master Agreement and to coordinate, as needed, with ISD's IT Contracts.

- **2.4 AD's Service Requester:** Requests services under this Master Agreement. Responsible for coordinating and monitoring the work done under the Service Request and responsible for approving completed work and invoices.
- **2.5 Appointment**: Date and time identified on the Service Request form
- **2.6** Call: either over-the-phone or by video remote.
- **2.7 Call-Connect Response Time:** The elapsed time measured from when Contractor answers the AD's call requesting interpretation services to when the correct interpreter picks up the call to perform interpretation services.
- **2.8 Contractor Project Manager:** The individual designated by the Contractor to administer the Master Agreement operations after the Master Agreement award.
- **2.9 County Customer:** Any person conducting business or requesting information or services from a department within the County of Los Angeles
- **2.10 County Master Agreement Program Director (MAPD):** Person designated by Director with authority to negotiate and recommend all changes on behalf of County.

New Year's Day (January 1)	Martin Luther King, Jr. Day (Third Monday in January)	
Presidents' Day (Third Monday in February)	César Chávez Day (Last Monday in March)	
Memorial Day (Last Monday in May)	Juneteenth (June 19 th)	
Independence Day (July 4 th)	Labor Day (First Monday in September)	
Indigenous People's Day (Second Monday in October)	Veterans Day (November 11 th)	
Thanksgiving Day and the Friday (Fourth Thursday and Friday in November)	Christmas Day (December 25 th)	

2.11 County Observed Holidays, are as follows:

- 2.12 County Master Agreement Project Manager (IT Contracts): Person/Team designated by the MAPD with authority to administer and monitor the day-to-day operations of the Master Agreement.
- **2.13** Day(s): Calendar Day(s) unless otherwise specified.
- 2.14 Director: Director of Internal Services Department.
- 2.15 Emergency Services Request (interpretation): A request made for interpretation services made for the same day service with six (6)

hours of advance notice that requires Contractor to provide in-person interpretation services at the request of the AD.

- **2.16 Emergency Service Request (translation):** A request that requires Contractor to complete translation services within six (6) hours, which includes weekends, evenings, and County observed holidays, from the date and time of request from the AD.
- **2.17** Expedited Service Request (interpretation): A request made within two (2) to (4) days prior to an appointment that requires Contractor to provide in-person interpretation services at the request of the AD
- **2.18 Expedited Service Request (translation):** A request that requires Contractor to complete translation services within three (3) business days from the date of request from the AD.
- **2.19 Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.
- 2.20 Information Technology Contracts Section (IT Contracts): A section within Los Angeles County Internal Service Department's Contracting Division responsible for administration of this Master Agreement. Also referred to as the "County's Master Agreement Program Manager."
- **2.21** Interdepartmental Agreement (IA): An agreement executed between ISD and a County Department, related agencies, related districts and/or the non-County districts and agencies defining the roles and responsibilities choosing to utilize On-Demand Interpretation and Translation Services through this Master Agreement, resulting in the County department, related agencies, related districts and/or the non-County districts and agencies being considered an AD.
- **2.22** Internal Services Department (ISD): Designated by the Board of Supervisor to administer this Master Agreement.
- **2.23** Limited English Proficiency (LEP): A limited ability to speak and/or understand English that may reduce a County Customer's ability to understand and respond to information provided by the AD.
- **2.24 Master Agreement:** County's standard agreement executed between County and individual Contractors. It sets forth the terms and conditions for the issuance and performance of, and otherwise governs, subsequent Work Orders.
- 2.25 Master Agreement Contractor: see 2.28 Qualified Contractor.
- **2.26** Monolingual: Involving, using, or speaking one language.
- 2.27 Performance Requirements Summary (PSR): Performance Requirements Summary identifies requirements of the Master

Agreement that will be monitored by County to ensure that Contractor meets Contract performance standards.

- **2.28 Qualified Contractor:** A Contractor who has submitted a Statement of Qualifications (SOQ) in response to County's Request for Statement of Qualifications (RFSQ); has met the minimum qualifications listed in the RFSQ and has an executed Master Agreement with the Internal Services Department.
- **2.29** Quality Assurance/Quality Control (QA/QC): The quality assurance procedures Contractor must establish to assure County a consistently high level of service throughout the term of the Contract.
- **2.30 Request for Statement of Qualifications (RFSQ):** A solicitation based on establishing a pool of Qualified Vendors to provide services through Master Agreements.
- **2.31 Secure Web Based Portal:** secure web-based portal where Contractor receives service request packets from AD(s).
- **2.32** Service: On-demand request for over-the-phone, video remote or inperson interpretation, written translation, and/or miscellaneous interpretation and translation services to and from English and to and from one of the County Core Languages as identified in 2.40 Target Language(s), or from any language that may be added.
- **2.33** Service Request Form/Service Request: Form used to submit a request for in-person interpretation, translation and miscellaneous language assistance services.
- **2.34** Service Request Form Packet: includes a Service Request form, Code of Ethics, Professional Conduct and Confidentiality Statement, and COVID-19 Vaccination Certification of Compliance.
- **2.35** Skill Category/Category(ies): Areas of technical specialization, and the associated skills and experience, described in the Statement of Work(s), which comprise the Services the County will be soliciting from qualified Contractors during the Term of this Master Agreement
- **2.36 Staff:** Contractor's employees, sub-contractors, and/or consultants providing services under this Master Agreement.
- **2.37 Standard Service Request (interpretation):** A request that requires Contractor to provide in-person interpretation services at the request of the AD. Standard Request could be more than ten (10) business days in advance of appointment or within five (5) to ten (10) days prior to the appointment.
- **2.38 Standard Service Request (translation):** A request that requires Contractor to complete translation services within 10 business days from the date of request from the AD or at a later date as determined by the AD.

- **2.39 Statement of Qualifications (SOQ):** A Contractor's response to an RFSQ.
- **2.40** Target Language(s): The County Customer's native or preferred language that requires interpretation and/or translation to and from English.

COUNTY CORE LANGUAGES (Listed in Alpha Order)*						
ALBANIAN	FRENCH	KHMER	SPANISH SIGN			
			LANGUAGE			
AMERICA SIGN	FUKIENESE	KOREAN	SWAHILI			
LANGUAGE						
AMHARIC	FUZHOU	LAOTIAN	TAGALOG			
ARABIC	GERMAN	LITHUANIAN	TAIWANESE			
ARMENIAN	GREEK	MALAY	TAMIL			
AZERBAIJANI	GUJARATI	MANDARIN	THAI			
BAHAMIAN	HAITIAN CREOLE	MANGOLIAN	TOISHANESE			
BENGALI	HAUSA	NEPALI	TONGAN			
BOSNIAN	HEBREW	POLISH	TURKISH			
BULGARIAN	HINDI	PORTUGUESE	UKRAINIAN			
BURMESE	HMONG	PUNJABI	URDU			
CAMBODIAN	HUNGARIAN	ROMANIAN	VIETNAMESE			
CANTONESE	IBO	RUSSIAN	VISAYA/VISAYAN/			
CHAO-CHOW	ILOCANO	SERBIAN	BISAYA/BISAYAN			
CROATION	INDONESIAN	SINHALESE	YORUBA			
DARI	ITALIAN	SOMALI				
FARSI	JAPANESE	SPANISH				
County Core language includes medical & mental health terminology.						
*Additional languages not listed may be requested.						

- 2.41 **Telephonic/Over-the-Phone Interpretation**: Use of an interpreter to translate speech orally over-the-telephone from one language into another language in order for a non-English monolingual or limited English proficiency individual to understand what is being communicated.
- **2.42 Trilingual Interpretation Services**: Fluency in three languages: Sign Language (ASL, Spanish Sign Language or English Sign Language), spoken English and spoken Spanish.
- **2.43** Video Remote Interpretation (VRI): Use of videophone, web camera or other technology to remotely interpret from one language into another language, including American Sign Language (ASL), in order for a non-English monolingual or limited English proficiency individual to understand what is being communicated.
- **2.44 Urgent Service Request (interpretation):** A request made within 24 hours prior to an appointment that requires Contractor to provide inperson interpretation services at the request of the AD.
- 2.45 Urgent Service Request (translation): A request that requires Contractor to complete translation services within 24 hours, which

includes weekends, evenings, and County observed holidays, from the date and time of request from the AD.

3.0 WORK

- 3.1 Pursuant to the provisions of this Master Agreement, the Contractor must fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth herein.
- 3.2 On-Demand Interpretation and Translation Services will conform to Exhibit A, Statement(s) of Work, which describe(s) in detail the work required for the performance thereof. The payment for services to be performed will be on the fully burdened fixed rate/fee basis, subject to the rate/fee specified in Exhibit B, Price Sheets.
- 3.3 If Contractor provides any task, deliverable, service, or other work to County that goes beyond any approved on-demand interpretation and translation services as described in the Statement(s) of Work, and/or that exceeds the pricing specified in the applicable Price Sheet(s) as originally written or modified in accordance with sub-paragraph 8.1 (Amendments), these shall will be gratuitous efforts on the part of Contractor for which Contractor will have no claim whatsoever against County.
- 3.4 County procedures for issuing services requests for in-person interpretation, translation and miscellaneous language assistance services are as described in the Statement(s) of Work.
- 3.5 AD's may select a Contractor from the list of Master Agreement Contractors.
- 3.6 AD's may use the services of a Contractor of choice based on pricing, responsiveness, skills, resources and/or quality of service. Selection of a Contractor to provide Services is at the County's sole discretion.
- 3.7 AD's are not limited as to the amount of services that may be obtained through this Master Agreement.
- 3.8 Contractor is not guaranteed a minimum or maximum amount of utilization of their services, and may or may not be utilized, at the County's sole discretion. Failure of Contractor to provide services within the specified timeframes may disqualify Contractor from future utilization.
- 3.9 In the event Contractor defaults three times under Paragraph 3.5 within a given County fiscal year, then County may terminate this Master Agreement pursuant to Paragraph 8.42 (Termination for Default).

4.0 TERM OF MASTER AGREEMENT

4.1 This Master Agreement is effective upon the date of its execution by Director of Internal Services Department, or designee, as authorized

by the Board of Supervisors. This Master Agreement will expire on September 11, 2028 unless sooner extended or terminated, in whole or in part, as provided herein.

4.2 The County will have the sole option to extend the Master Agreement term for up to two (2) additional two-year periods and six (6) one-month extensions, for a maximum total Master Agreement term of nine (9) years and six (6) months. Each such option and extension will be exercised at the sole discretion of the Director, or designee, as authorized by the Board of Supervisors.

The County maintains a database that track/monitor contractor performance history. Information entered into the database may be used for a variety of purposes, including determining whether the County will exercise a Master Agreement term extension option.

4.3 Contractor must notify the Department when this Master Agreement is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, Contractor must send written notification to ISD at the address herein provided in Exhibit E (County's Administration).

5.0 CONTRACT RATE/FEE

- 5.1 The full-burdened rate/fees for this Master Agreement shall be the amount payable by County to Contractor for performing the On-Demand Interpretation and Translation Services under this Master Agreement. Contractor shall be paid according to Exhibit B, Price Sheets, of this Master Agreement.
- 5.2 Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with the County's express prior written approval.
- 5.3 Contractor's rate/fees for each category(ies) shall remain firm and fixed for the term of the Master Agreement including option years.

5.4 No Payment for Services Provided Following Expiration/ Termination of Master Agreement

Contractor will have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Master Agreement. Should Contractor receive any such payment it will immediately notify County and must immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Master Agreement will not constitute a waiver of County's right to recover such payment from Contractor.

5.5 Rate/Fee Structure Guarantee

- 5.5.1 Rate/Fees specifically listed in Exhibit B, Price Sheets, shall be the fully burdened maximum rates/fees payable by the County for the term of this Master Agreement.
- 5.5.2 County will not pay Contractor for any overtime premiums, travel expenses, meals, lodging, holidays, vacation, sick leave, per diem, or miscellaneous expenses, etc. unless otherwise stated in the Service Request.

5.5.3 Invoices and Payments

Contractor shall invoice the County, in arrears only, for providing the services authorized pursuant to this Master Agreement and in accordance with the applicable Statement(s) of Work. Contractor shall invoice County separately for each category(ies) on a monthly basis.

- 5.5.4 Payment for all Services shall be on a fixes price per deliverable basis as per Exhibit B, Price Sheets, less any amounts assessed in accordance with paragraph 8.25, (Liquidated Damages).
- 5.5.5 All work performed by, and all invoices submitted by, Contractor pursuant to Service Requests issued hereunder must receive the written approval by way of the AD's Acceptance Form. The form will provide a detailed evaluation of Contractor's performance for approval of work and/or payment of invoices is permitted.
- 5.5.6 Contractor shall make the invoice available electronically to the County in a mutually acceptable format.
- 5.5.7 Invoices under this Master Agreement must be submitted to the address(es) set forth in the applicable Service Request form.

5.5.8 Invoice Content

The period of performance specified in Contractor's invoice(s) must coincide with the period of performance specified in the service request.

Fixed Price Per Deliverable

- Each invoice submitted by Contractor for Categories 1 and 2, (Over the Phone and Video Remote Interpretation Services) must specify:
 - Contractor's Master Agreement number;

- Period of Performance being invoiced:
- Detailed descriptions by AD's and by individual facility, when identified (Cost Center number);
- Usage and cost breakdown to include facility, when identified;
- Usage and cost breakdown to include the language used;
- Total minutes;
- Total calls;
- Length of call;
- Wait time;
- Percentage of total minutes;
- Total charges per call;
- Total summary for each department or facility by category;
- Facility additions and deletions; and
- Any other information upon County's request.

The detailed section of the invoice shall contain the call details for each individual call. Contractor shall make this information available electronically to the County in a mutually acceptable format.

- Each invoice submitted by Contractor for Categories 3 through 6 (Document Translation, In-Person Sign Language Interpretation, In-Person Oral Interpretation, and Miscellaneous Interpretation and Translation Services) must specify:
 - Contractor's Master Agreement number;
 - Period of performance of work being invoiced;
 - Detailed descriptions by AD's and by individual facility, (Cost Center number);
 - Name(s) of persons who performed the work;
 - A brief description of the deliverable(s) for which payment is claimed, the respective number(s) assigned to the deliverable(s), and the individual amount being billed for each deliverable;
 - The total amount of the invoice;
 - Copy of the Service Request Form Packet; and
 - Signed AD Acceptance Form.

Contractor shall make this information available electronically to the County in a mutually acceptable format.

5.5.9 County Prompt Payment Program

Certified LSBE, DVBE, and SE businesses will receive prompt payment for services they provide to County departments. Prompt payment is defined as fifteen (15) calendar days after receipt of an approved, undisputed invoice which has been properly matched against documents such as a receiving, shipping, or services delivered report, or any other validation of receipt document consistent with Board Policy 3.035 (Preference Program Payment Liaison and Prompt Payment Program).

Sanctions and financial penalties may apply to a business that knowingly, and with intent to defraud, seeks to obtain or maintain certification as a certified LSBE, DVBE, or SE when not qualified.

5.6 Default Method of Payment: Direct Deposit or Electronic Funds Transfer

- 5.6.1 The County, at its sole discretion, has determined that the most efficient and secure default form of payment for goods and/or services provided under an agreement/ contract with the County will be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).
- 5.6.2 The Contractor must submit a direct deposit authorization request via the website https://directdeposit.lacounty.gov with banking and vendor information, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.
- 5.6.3 Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit will supersede this requirement with respect to those payments.
- 5.6.4 At any time during the duration of the agreement/contract, a Contractor may submit a written request for an exemption to this requirement. Such request must be based on specific legal, business or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is necessary. The A-C, in consultation with the contracting department(s), will decide whether to approve exemption requests.

6.0 ADMINISTRATION OF MASTER AGREEMENT - COUNTY

6.1 A listing of all County Administration referenced in the following paragraphs are designated in Exhibit E (County's Administration). The County will notify the Contractor via email of any change in the names or addresses shown.

6.1.1 County's Master Agreement Program Director (MAPD)

The MAPD has the authority to negotiate, recommend all changes to this Master Agreement, and resolve disputes between the Internal Services Department and Contractor. The MAPD will approve additional languages for interpretation and translation services, on an as-needed basis.

6.1.2 County's Master Agreement Program Manager (IT Contracts)

The County's Master Agreement Project Manager is County's chief contact person with respect to the day-to-day administration of the Master Agreement. The Program Manager will:

- Monitor Contractor's performance in the daily operation of this Master Agreement;
- Be the first person for Contractor to contact with any questions;
- Coordinate with Contractor's Project Manager or designated staff, on a regular basis, regarding the performance of Contractor;
- Ensure Contractor's compliance with County's applicable Technical Standards;
- Provide direction to Contractor as they relate to County policies;
- Prepare Amendments in accordance with Paragraph 8.0, Standard Terms and Conditions, Sub-paragraph 8.1 Amendments.

The County's Master Agreement Program Manager is not authorized to make any changes in rates/fees, dollar totals or periods of performance, or in the terms and conditions of the Master Agreement, except through formally prepared Amendments, paragraph 8.1.

6.2 A listing of all Authorized Departments (AD) Master Agreement Coordinator's and AD Service Requestor's referenced in the following paragraphs will be provided to the Contractor. The County will notify the Contractor via email of any change in the names or addresses shown.

6.2.1 Authorized Department (AD) Master Agreement Coordinator

The AD Master Agreement Coordinator is a specific County employee, within the AD's Contracts Section, designated by each AD to manage the day-to-day training, education, and AD's use of services under the Master Agreement and to coordinate, if needed, with ISD's County Master Agreement Program Manager (IT Contracts).

The AD's Master Agreement Coordinator is not authorized to make any changes in rates/fees, dollar totals or periods of performance, or in the terms and conditions of the Master Agreement.

6.2.2 Authorized Department (AD) Service Requestor

The AD Service Requestor is responsible to manage their requested services under the Master Agreement for categories 3 through 6 (Document Translation, In-Person Sign Language Interpretation, In-Person Oral Interpretation, and Miscellaneous Interpretation and Translation Services).

The AD Service Requestor is responsible for coordinating and monitoring Contractor's work, and for ensuring objectives are met. The AD Service Requestor is also responsible for:

- Monitor and report Contractor's performance and progress, of services requested under this Master Agreement and all requirements to County's Master Agreement Program Manager;
- Ensure Contractor's compliance with County's applicable Technical Standards;
- Review and approve project tasks, services, and other work;
- Ensure that the technical standards and task requirements articulated in the individual Service Requests are satisfactorily complied with, and must provide, on request, such information, coordination, documentation, and materials as may be reasonably required by Contractor to perform Service Requests;
- Review requested work and signing off on the Acceptance Form.

The AD's Service Requestor is not authorized to make any changes in rates/fees, dollar totals or periods of performance, or in the terms and conditions of the Master Agreement.

7.0 ADMINISTRATION OF MASTER AGREEMENT - CONTRACTOR

7.1 Contractor's Project Manager

- 7.1.1 Contractor's Project Manager is designated in Exhibit F (Contractor's Administration). The Contractor must notify the County in writing of any change in the name or address of the Contractor's Project Manager.
- 7.1.2 Contractor's Project Manager will be responsible for Contractor's day-to-day activities as related to this Master Agreement and will coordinate with County's Master Agreement Coordinator on a regular basis with respect to all requested services.
- 7.1.3 Contractor's Project Manager shall have full authority to act for Contractor on all matters relating to the daily operation of the Master Agreement.
- 7.1.4 Contractor's Project Manager must meet the following minimum requirements:
 - Must have two (2) years of experience within the last five (5) years managing programs of equivalent or similar services as described herein as determined by the County.
 - 2. Must be able to effectively communicate, in English, both orally and in writing.
- 7.1.5 Contractor's Project Manager or designee shall be available to attend any meetings at the County's request.

7.2 Contractor's Authorized Official(s)

- 7.2.1 Contractor's Authorized Official(s) are designated in Exhibit F (Contractor's Administration). Contractor must promptly notify County in writing of any change in the name(s) or address(es) of Contractor's Authorized Official(s).
- 7.2.2 Contractor represents and warrants that all requirements of Contractor have been fulfilled to provide actual authority to such officials to execute documents under this Master Agreement on behalf of Contractor.

7.3 Approval of Contractor's Staff

County has the absolute right to approve or disapprove all of Contractor's staff performing work hereunder and any proposed changes in Contractor's staff, including, but not limited to, Contractor's Project Manager. Contractor must provide County with a resume of each proposed substitute and an opportunity to interview such person prior to any staff substitution.

7.4 Contractor's Staff Identification

All staff of Contractor assigned under categories 3-6 to County facilities, meetings, or events are required to have a County Identification (ID) badge on their person and visible at all times. Contractor bears the expense of the badging.

- 7.4.1 Contractor is responsible to ensure that employees have obtained a County ID badge before they are assigned to work in a County facility. Contractor personnel may be asked to leave a County facility by a County representative if they do not have the proper County ID badge on their person.
- 7.4.2 Contractor must notify the County within one business day when staff is terminated from working under this Master Agreement. Contractor must retrieve and return the County Identification (ID) badge to the County on the next business day after the employee has terminated employment with the Contractor.
- 7.4.3 If County requests the removal of Contractor's staff, Contractor must retrieve and return the County Identification (ID) badge to the County on the next business day after the employee has been removed from working on the County's Master Agreement.

7.5 Background and Security Investigations

7.5.1 Each of Contractor's staff performing services under this Master Agreement who is in a designated sensitive position, as determined by County in County's sole discretion, must undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under this Master Agreement. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review, which may include, but will not be limited to, criminal conviction information. The fees associated with the background investigation will be at the expense of the Contractor, regardless of whether the member of Contractor's staff passes or fails the background investigation. The Contractor's staff cannot start work without passing a background check unless the County otherwise authorizes this. If Contractor wishes to still recommend any staff who has failed a background check, Contractor shall consult with the County, provide its reasons why, and seek the County's prior approval.

- 7.5.2 If a member of Contractor's staff does not pass the background investigation, County may request that the member of Contractor's staff be immediately removed from performing services under the Master Agreement at any time during the term of the Master Agreement. County will not provide to Contractor or to Contractor's staff any information obtained through the County's background investigation.
- 7.5.3 County, in its sole discretion, may immediately deny or terminate facility access to any member of Contractor's staff that does not pass such investigation to the satisfaction of the County or whose background or conduct is incompatible with County facility access.
- 7.5.4 Disqualification of any member of Contractor's staff pursuant to this Paragraph 7.5 will not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Master Agreement.

7.6 Confidentiality

- 7.6.1 Contractor must maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.
- 7.6.2 Contractor must indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Paragraph 7.6, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 7.6 will be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County will have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County will be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and

expenses incurred by County in doing so. Contractor will not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

- 7.6.3 Contractor must inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Master Agreement.
- 7.6.4 Contractor will cause each employee performing services covered by this Master Agreement to sign and adhere to the provisions of the Code of Ethics, Professional Conduct and Confidentiality Statement and Confidentiality Forms found in Exhibit C (Service Request Forms Packet).
- 7.6.5 Contractor will cause each non-employee performing services covered by this Master Agreement to sign and adhere to the provisions of the Code of Ethics, Professional Conduct and Confidentiality Statement and Confidentiality Forms found in Exhibit C (Service Request Forms Packet).

7.7 Staff Performance Under the Influence

Contractor shall not knowingly permit any employee to perform services under this Master Agreement while under the influence of any alcoholic beverage, medication, narcotic or other substance which might impair their physical or mental performance.

8.0 STANDARD TERMS AND CONDITIONS

8.1 Amendments

- 8.1.1 The County's Board of Supervisors or Chief Executive Officer, or designee, may require the addition and/or change of certain terms and conditions in the Master Agreement during the term of this Master Agreement. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Executive Officer. To implement such orders, an Amendment to the Master Agreement will be prepared and executed by the Contractor and by the Director, or designee, as authorized by the County's Board of Supervisors.
- 8.1.2 The Director of Internal Services Department, or designee may, at their sole discretion, authorize extensions of time as defined in Paragraph 2.5, Master Agreement Term of the Master Agreement. The Contractor agrees that such extensions of time will not change any other term or condition of this Master Agreement during the period of such extensions. To implement an extension of time, an Amendment to the Master Agreement will be prepared by the

County and executed by the Contractor and by the Director, or designee, as authorized by the County's Board of Supervisors.

8.1.3 Notwithstanding Paragraph 8.1.1, the Director, or designee, may amend the Master Agreement to permit modifications to Exhibit B, Price Sheets and corresponding adjustments to the scope of work, tasks, and/or activities and/or allow changes to hours of operation, changes to service locations, and/or correction of errors in the Master Agreement's terms and conditions. To implement such modifications and/or corrections, an Amendment to the Master Agreement will be prepared by the County and executed by the Contractor and by the Director, or designee, as authorized by the County's Board of Supervisors.

8.1.4 Addition/Deletion of Categories

The Master Agreement Project Director (MAPD), or designee may, at their sole discretion, authorize to add and/or delete Categories as set forth in Attachment 1, Skills Categories, to the Master Agreement. To add or delete Categories an Amendment to the Master Agreement will be prepared by the County and executed by the Contractor and by the MAPD, or designee, as authorized by the County's Board of Supervisors.

8.2 Assignment and Delegation/Mergers or Acquisitions

- 8.2.1 The Contractor must notify the County of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If the Contractor is restricted from legally notifying the County of pending acquisitions/mergers, then it should notify the County of the actual acquisitions/mergers as soon as the law allows and provide to the County the legal framework that restricted it from notifying the County prior to the actual acquisitions/mergers.
- 8.2.2 The Contractor must not assign, exchange, transfer, or delegate its rights or duties under this Master Agreement, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment, delegation, or otherwise transfer of its rights or duties, without such consent will be null and void. For purposes of this Paragraph, County consent will require a written amendment to the Master Agreement, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Master Agreement will be deductible, at County's sole discretion, against the claims, which the Contractor may have against the County.

8.2.3 Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any person or entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, will be a material breach of the Master Agreement which may result in the termination of this Master Agreement. In the event of such termination, County will be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

8.3 Authorization Warranty

The Contractor represents and warrants that the person executing this Master Agreement for the Contractor is an authorized agent who has actual authority to bind the Contractor to each and every term, condition, and obligation of this Master Agreement and that all requirements of the Contractor have been fulfilled to provide such actual authority.

8.4 Complaints

The Contractor must develop, maintain and operate procedures for receiving, investigating and responding to complaints.

- 8.4.1 Within twenty (20) business days after the Master Agreement effective date, the Contractor must provide the County with the Contractor's policy for receiving, investigating and responding to user complaints.
- 8.4.2 The County will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes.
- 8.4.3 If the County requests changes in the Contractor's policy, the Contractor must make such changes and resubmit the plan within ten (10) business days for County approval.
- 8.4.4 If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor must submit proposed changes to the County for approval before implementation.
- 8.4.5 The Contractor must preliminarily investigate all complaints and notify the County's Project Manager of the status of the investigation within five (5) business days of receiving the complaint by way of the Incident Form, Attachment 4.
- 8.4.6 When complaints cannot be resolved informally, a system of follow-through will be instituted which adheres to formal plans for specific actions and strict time deadlines.

8.4.7 Copies of all emailed/written responses must be sent to the County's Project Manager within five (5) business days of emailing to the complainant.

8.5 Compliance with Applicable Laws

- 8.5.1 In the performance of this Master Agreement, Contractor must comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Master Agreement are hereby incorporated herein by reference.
- 8.5.2 Contractor must indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 8.5 will be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County will have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County will be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor will not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

8.6 Compliance with Civil Rights Laws

The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person will, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Master Agreement

or under any project, program, or activity supported by this Master Agreement. Additionally, contractor certifies to the County:

- 1. That contractor has a written policy statement prohibiting discrimination in all phases of employment.
- 2. That contractor periodically conducts a self-analysis or utilization analysis of its work force.
- 3. That Contractor has a system for determining if its employment practices are discriminatory against protected groups.
- 4. Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables.

8.7 Compliance with County's Jury Service Program

- 8.7.1 Jury Service Program: This Master Agreement is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in <u>Sections 2.203.010 through 2.203.090 of the Los Angeles County Code</u>.
- 8.7.2 Written Employee Jury Service Policy
 - 1. Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the <u>Jury Service Program (Section 2.203.020 of the County Code)</u> or that Contractor qualifies for an exception to the <u>Jury Service Program (Section 2.203.070 of the County Code)</u>, Contractor must have and adhere to a written policy that provides that its Employees will receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.
 - 2. For purposes of this Paragraph, "Contractor" means a person, partnership, corporation or other entity which has a Master Agreement with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County Master Agreements or subcontracts. "Employee" means any California resident who is a full-time employee of Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the

lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for the County under the Master Agreement, the subcontractor will also be subject to the provisions of this paragraph. The provisions of this paragraph will be inserted into any such subcontract agreement and a copy of the Jury Service Program must be attached to the agreement.

- 3. If Contractor is not required to comply with the Jury Service Program when the Master Agreement commences, Contractor will have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor must immediately notify County if Contractor at any time either comes within the Jurv Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor must immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Master Agreement and at its sole discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.
- 4. Contractor's violation of this Paragraph of the Master Agreement may constitute a material breach of the Master Agreement. In the event of such material breach, County may, in its sole discretion, terminate the Master Agreement and/or bar Contractor from the award of future County Master Agreements for a period of time consistent with the seriousness of the breach.

8.8 Conflict of Interest

8.8.1 No County employee whose position with the County enables such employee to influence the award of this Master Agreement or any competing Master Agreement, and no spouse or economic dependent of such employee, will be employed in any capacity by the Contractor or have any other direct or indirect financial interest in this Master Agreement. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder will in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

8.8.2 The Contractor must comply with all conflict-of-interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Master Agreement. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it must immediately make full written disclosure of such facts to the County. Full written disclosure must include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this Paragraph 8.8 will be a material breach of this Master Agreement.

8.9 Consideration of Hiring County Employees Targeted for Layoffs or are on a County Re-employment List

Should the Contractor require additional or replacement personnel after the effective date of this Master Agreement to perform the services set forth herein, the Contractor must give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Master Agreement.

8.10 Consideration of Hiring GAIN-GROW Participants

- 8.10.1 Should the Contractor require additional or replacement personnel after the effective date of this Master Agreement, the Contractor will give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration will mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Contractor. Contractors must report all job openings with job requirements to: GAINGROW@DPSS.LACOUNTY.GOV and BSERVICES@WDACS.LACOUNTY.GOV and DPSS will refer qualified GAIN/GROW job candidates.
- 8.10.2 In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees must be given first priority.

8.11 Contractor Responsibility and Debarment

8.11.1 Responsible Contractor

A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the Master Agreement. It is the County's policy to conduct business only with responsible Contractors.

8.11.2 Chapter 2.202 of the County Code

The Contractor is hereby notified that, in accordance with <u>Chapter 2.202 of the County Code</u>, if the County acquires information concerning the performance of the Contractor on this or other Master Agreements which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in this Master Agreement, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing Contracts the Contractor may have with the County.

8.11.3 Non-responsible Contractor

The County may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated a term of a Master Agreement with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a Master Agreement with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

- 8.11.4 Contractor Hearing Board
 - 1. If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
 - 2. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is

presented. The Contractor and/or the Contractor's representative will be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board will prepare a tentative decision, which will proposed contain а recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department will be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

- 3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board will be presented to the Board of Supervisors. The Board of Supervisors will have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- 4. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or The County may, in its terminate the debarment. discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.
- 5. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board will conduct a hearing where evidence on the proposed

reduction of debarment period or termination of debarment is presented. This hearing will be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

- 6. The Contractor Hearing Board's proposed decision will contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board will present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors will have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- 8.11.5 Subcontractors of Contractor

These terms will also apply to Subcontractors of County Contractors.

8.12 Contractor's Acknowledgement of County's Commitment to Safely Surrendered Baby Law

The contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The contractor understands that it is the County's policy to encourage all County contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster, in Exhibit C, in a prominent position at the contractor's place of business. The contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. Information and posters for printing are available at:

https://lacounty.gov/residents/family-services/child-safety/safesurrender/

8.13 Contractor's Warranty of Adherence to County's Child Support Compliance Program

- 8.13.1 The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through Purchase Order or Master Agreement are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.
- 8.13.2 As required by the <u>County's Child Support Compliance</u> <u>Program (County Code Chapter 2.200)</u> and without limiting the Contractor's duty under this Master Agreement to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and will during the term of this

Master Agreement maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and will implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

8.14 County's Quality Assurance Plan

The County or its agent(s) will monitor the contractor's performance under this Master Agreement on not less than an annual basis. Such monitoring will include assessing the contractor's compliance with all Master Agreement terms and conditions and performance standards. Contractor deficiencies which the County determines are significant or continuing and that may place performance of the Master Agreement in jeopardy if not corrected will be reported to the Board of Supervisors and listed in the appropriate contractor performance database. The report to the Board will include improvement/ corrective action measures taken by the County and the contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Master Agreement or impose other penalties as specified in this Master Agreement.

8.14.1 Contract Discrepancy Report

The County will verbally notify Contractor's Project Manager of a Master Agreement discrepancy as soon as possible whenever a Contract discrepancy is identified. Contractor shall resolve the problem within a time period mutually agreed upon by the County and Contractor.

The County Master Agreement Project Manager will determine whether a formal Contractor Discrepancy Report, Attachment 3, shall be issued. Upon receipt of this document, Contractor shall respond via email to the County's Master Agreement Project Manager within five (5) business days, acknowledging the reported discrepancies or presenting contrary evidence. A plan for correction of all deficiencies identified in the Contractor Discrepancy Report shall be submitted to the County's Master Agreement Project Manager within ten (10) business days.

8.14.2 Meetings

Contractor shall meet with the County as requested.

8.14.3 County Observations

In addition to departmental contracting staff, other County

personnel may observe performance, activities, and review documents relevant to this Master Agreement at any time during normal business hours but as needed, may be conducted outside of these hours. However, these personnel may not unreasonably interfere with the Contractor's performance.

8.15 Damage to County Facilities, Buildings or Grounds

- 8.15.1 Contractor will repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by Contractor or employees or agents of Contractor. Such repairs must be made immediately after Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.
- 8.15.2 If Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs must be repaid by Contractor by cash payment upon demand.

8.16 Employment Eligibility Verification

- 8.16.1 The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Master Agreement meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Contractor must obtain from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor must retain all such documentation for all covered employees for the period prescribed by law.
- 8.16.2 The Contractor must indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Master Agreement.

8.17 Counterparts and Electronic Signatures and Representations

This Master Agreement may be executed in two or more counterparts, each of which will be deemed an original but all of

which together will constitute one and the same Master Agreement. The facsimile, email or electronic signature of the Parties will be deemed to constitute original signatures, and facsimile or electronic copies hereof will be deemed to constitute duplicate originals.

The County and the Contractor hereby agree to regard electronic representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to Paragraph 8.1 (Amendments) and received via communications facilities (facsimile, email or electronic signature), as legally sufficient evidence that such legally binding signatures have been affixed to Amendments to this Master Agreement.

8.18 Fair Labor Standards

The Contractor must comply with all applicable provisions of the Federal Fair Labor Standards Act and must indemnify, defend, and hold harmless the County and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the Contractor's employees for which the County may be found jointly or solely liable.

8.19 Force Majeure

- Neither party will be liable for such party's failure to perform 8.19.1 its obligations under and in accordance with this Master Agreement, if such failure arises out of fires, floods, epidemics. quarantine restrictions. other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this Paragraph as "force majeure events").
- 8.19.2 Notwithstanding the foregoing, a default by a subcontractor of Contractor will not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, Contractor will not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As

used in this Paragraph, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.

8.19.3 In the event Contractor's failure to perform arises out of a force majeure event, Contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

8.20 Governing Law, Jurisdiction, and Venue

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

8.21 Independent Contractor Status

- 8.21.1 This Master Agreement is by and between the County and the Contractor and is not intended, and must not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Contractor. The employees and agents of one party must not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.
- 8.21.2 The Contractor will be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Master Agreement all compensation and benefits. The County will have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.
- 8.21.3 The Contractor understands and agrees that all persons performing work pursuant to this Master Agreement are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the County. The Contractor will be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Master Agreement.
- 8.21.4 The Contractor must adhere to the provisions stated in Paragraph 7.6, Confidentiality, of this Master Agreement.

8.22 Indemnification

The Contractor must indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents and volunteers ("County Indemnitiees") from and against any and all liability, including but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from and/or relating to this Master Agreement, except for such loss or damage arising from the sole negligence or willful misconduct of the County Indemnities.

8.23 General Provisions for all Insurance Coverage

Without limiting Contractor's indemnification of County, and in the performance of this Master Agreement and until all of its obligations pursuant to this Master Agreement have been met, Contractor must provide and maintain at its own expense insurance coverage satisfying the requirements specified in Paragraph 8.24 of this Master Agreement. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Master Agreement. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Master Agreement.

8.23.1 Evidence of Coverage and Notice to County

- Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, must be delivered to County at the address shown below and provided prior to commencing services under this Master Agreement.
- Renewal Certificates must be provided to County not less than 10 days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Subcontractor insurance policies at any time.
- Certificates must identify all Required Insurance coverage types and limits specified herein, reference this Master Agreement by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate must match the name of the Contractor identified as the contracting party in this Master Agreement. Certificates must provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of

any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any County required endorsement forms.

Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), will be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements must be emailed to:

Brandy Corona, IT Contracts Analyst BCorona@isd.lacounty.gov

Contractor also must promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor. Contractor also must promptly notify County of any third party claim or suit filed against Contractor or any of its Subcontractors which arises from or relates to this Master Agreement, and could result in the filing of a claim or lawsuit against Contractor and/or County.

8.23.2 Additional Insured Status and Scope of Coverage

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

8.23.3 Cancellation of or Changes in Insurance

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

8.23.4 Failure to Maintain Insurance

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance will constitute a material breach of the Master Agreement, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Master Agreement. County, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.

8.23.5 Insurer Financial Ratings

Coverage must be placed with insurers acceptable to the County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.

8.23.6 Contractor's Insurance Must Be Primary

Contractor's insurance policies, with respect to any claims related to this Master Agreement, must be primary with respect to all other sources of coverage available to Contractor. Any County maintained insurance or selfinsurance coverage must be in excess of and not contribute to any Contractor coverage.

8.23.7 Waivers of Subrogation

To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against

County under all the Required Insurance for any loss arising from or relating to this Master Agreement. The Contractor must require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

8.23.8 Subcontractor Insurance Coverage Requirements

Contractor must include all Subcontractors as insureds under Contractor's own policies or must provide County with each Subcontractor's separate evidence of insurance coverage. Contractor will be responsible for verifying each Subcontractor complies with the Required Insurance provisions herein and must require that each Subcontractor name the County and Contractor as additional insureds on the Subcontractor's General Liability policy. Contractor must obtain County's prior review and approval of any Subcontractor request for modification of the Required Insurance.

8.23.9 Deductibles and Self-Insured Retentions (SIRs)

Contractor's policies will not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond must be executed by a corporate surety licensed to transact business in the State of California.

8.23.10 Claims Made Coverage

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date will precede the effective date of this Master Agreement. Contractor understands and agrees it will maintain such coverage for a period of not less than three (3) years following Master Agreement expiration, termination or cancellation.

8.23.11 Application of Excess Liability Coverage

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

8.23.12 Separation of Insureds

All liability policies must provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services

Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

8.23.13 Alternative Risk Financing Programs

The County reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The County and its Agents must be designated as an Additional Covered Party under any approved program.

8.23.14 County Review and Approval of Insurance Requirements

The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures.

8.24 Insurance Coverage

8.24.1 Commercial General Liability insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming County and its Agents as an additional insured, with limits of not less than:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

- 8.24.2 Automobile Liability insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance must cover liability arising out of Contractor's use of autos pursuant to this Master Agreement, including owned, leased, hired, and/or non-owned autos, as each may be applicable.
- 8.24.3 Workers Compensation and Employers' Liability insurance or qualified self- insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. <u>If</u> Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also must include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer. The written notice must be provided to County at least ten (10) days in advance of cancellation for

non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. If applicable to Contractor's operations, coverage also must be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

- 8.24.4 Unique Insurance Coverage
 - Sexual Misconduct Liability

Contractors providing services under Categories 4 – In Person Sign Language Interpretation Services, 5 – In Person Oral Interpretation Services, and 6 – Misc. Interpretation and Translation Services, must provide proof of Sexual Misconduct Liability Insurance.

Insurance covering actual or alleged claims for sexual misconduct and/or molestation with limits of not less than \$2 million per claim and \$2 million aggregate, and claims for negligent employment, investigation, supervision, training or retention of, or failure to report to proper authorities, a person(s) who committed any act of abuse, molestation, harassment, mistreatment or maltreatment of a sexual nature.

Professional Liability/Errors and Omissions

Insurance covering Contractor's liability arising from or related to this Master Agreement, with limits of not less than \$1 million per claim and \$3 million aggregate. Further, Contractor understands and agrees it must maintain such coverage for a period of not less than three (3) years following this Agreement's expiration, termination or cancellation.

Cyber Liability Insurance

Contractors providing services in Category 2 - Video Remote Interpretation Services, Category 3 -Document Translation, and Category 6 -Miscellaneous Interpretation and Translation Services, must provide proof of Cyber Liability Insurance.

The Contractor shall secure and maintain cyber liability insurance coverage with limits of at least \$2 million per occurrence and in the aggregate during the term of the Master Agreement, including coverage for: network security liability; privacy liability; privacy regulatory proceeding, defense, response, expenses and fines; technology professional liability (errors and omissions); privacy breach expense reimbursement (liability arising from the loss or disclosure of County Information no matter how it occurs); system breach; denial or loss of service; introduction, implantation, or spread of malicious software code; unauthorized access to or use of computer systems; and Data/Information loss and business interruption; any other liability or risk that arises out of the Master Agreement. The Contractor must add the County as an additional insured to its cyber liability insurance policy and provide to the County certificates of insurance evidencing the foregoing upon the County's request. The procuring of the insurance described herein, or delivery of the certificates of insurance described herein, will not be construed as a limitation upon the Contractor's liability or as full performance of its indemnification obligations hereunder. No exclusion/ restriction for unencrypted portable devices/media may be on the policy.

The limit above is the minimum limit, and the County reserves the right to increase this limit. To implement such changes, an Amendment to the Master Agreement will be prepared and executed by the Contractor and by the Director, or designee, as authorized by the County's Board of Supervisors

8.25 Liquidated Damages

- 8.25.1 If, in the judgment of the Director, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Director, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the Contractor's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the Contractor from the County, will be forwarded to the Contractor by the Director, or his/her designee, in a written notice describing the reasons for said action.
- 8.25.2 If the Director determines that there are deficiencies in the performance of this Master Agreement that the Director or his/her designee, deems are correctable by the Contractor over a certain time span, the Director or his/her designee, will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the Director may:

(a) Deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or (b)

Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is One Hundred Dollars (\$100) per day per infraction, or as may be specified in any Performance Requirements Summary (PRS) Charts in future Work Orders, and that the Contractor will be liable to the County for liquidated damages in said amount. Said amount will be deducted from the County's payment to the Contractor; and/or

(c) Upon giving five (5) days' notice to the Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private contractor, will be deducted and forfeited from the payment to the Contractor from the County, as determined by the County.

- 8.25.3 The action noted in Paragraph 8.25.2 will not be construed as a penalty, but as adjustment of payment to the Contractor to recover the County cost due to the failure of the Contractor to complete or comply with the provisions of this Master Agreement.
- 8.25.4 This paragraph will not, in any manner, restrict or limit the County's right to damages for any breach of this Master Agreement provided by law or as specified in the PRS or Paragraph 8.25.2, and will not, in any manner, restrict or limit the County's right to terminate this Master Agreement as agreed to herein.

8.26 Most Favored Public Entity

If the Contractor's prices decline or should the Contractor at any time during the term of this Master Agreement provide the same goods or services under similar quantity and delivery conditions to the State of California or any county, municipality, or district of the State at prices below those set forth in this Master Agreement, then such lower prices will be immediately extended to the County.

8.27 Nondiscrimination and Affirmative Action

8.27.1 The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

- 8.27.2 Contractor certifies to the County each of the following:
 - 1. That contractor has a written policy statement prohibiting discrimination in all phases of employment.
 - 2. That contractor periodically conducts a self-analysis or utilization analysis of its work force.
 - 3. That Contractor has a system for determining if its employment practices are discriminatory against protected groups.
 - 4. Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables.
- 8.27.3 The Contractor must take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action must include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 8.27.4 The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
- 8.27.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies will comply with all applicable Federal and State laws and regulations to the end that no person will, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Master Agreement or under any project, program, or activity supported by this Master Agreement.
- 8.27.6 The Contractor will allow County representatives access to the Contractor's employment records during regular business

hours to verify compliance with the provisions of this Paragraph 8.27 when so requested by the County.

- 8.27.7 If the County finds that any provisions of this Paragraph 8.27 have been violated, such violation will constitute a material breach of this Master Agreement upon which the County may terminate or suspend this Master Agreement. While the County reserves the right to determine independently that the anti-discrimination provisions of this Master Agreement have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations will constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Master Agreement.
- 8.27.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Master Agreement, the County will, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Master Agreement.

8.28 Non Exclusivity

Nothing herein is intended nor will be construed as creating any exclusive arrangement with Contractor. This Master Agreement will not restrict the Department from acquiring similar, equal or like goods and/or services from other entities or sources.

8.29 Notice of Delays

Except as otherwise provided under this Master Agreement, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Master Agreement, that party must, within one (1) business day, give notice thereof, including all relevant information with respect thereto, to the other party.

8.30 Notice of Disputes

The Contractor must bring to the attention of the County Project Manager and/or County Project Director any dispute between the County and the Contractor regarding the performance of services as stated in this Master Agreement. If the County Project Manager or County Project Director is not able to resolve the dispute, the Director of Internal Services Department, or designee will resolve it.

8.31 Notice to Employees Regarding the Federal Earned Income Credit

The Contractor must notify its employees, and will require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice must be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

8.32 Notice to Employees Regarding the Safely Surrendered Baby Law

The contractor must notify and provide to its employees and will require each subcontractor to notify and provide to its employees, information regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The information is set forth in Exhibit C, Safely Surrendered Baby Law of this Master Agreement. Additional information is available at:

https://lacounty.gov/residents/family-services/child-safety/safesurrender/

8.33 Notices

All notices or demands required or permitted to be given or made under this Master Agreement must be in writing and will be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in Exhibits A (County's Administration) and B (Contractor's Administration). Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party. The Director of Internal Services Department, or designee, will have the authority to issue all notices or demands required or permitted by the County under this Master Agreement.

8.34 Prohibition Against Inducement or Persuasion

Notwithstanding the above, the Contractor and the County agree that, during the term of this Master Agreement and for a period of one year thereafter, neither party will in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

8.35 Public Records Act

8.35.1 Any documents submitted by Contractor; all information obtained in connection with the County's right to audit and inspect Contractor's documents, books, and accounting records pursuant to Paragraph 8.37 (Record Retention and Inspection/Audit Settlement) of this Master Agreement; as well as those documents which were required to be submitted in response to the Request for Statement of Qualifications (RFSQ) used in the solicitation process for this Master

Agreement, become the exclusive property of the County. All such documents become a matter of public record and will be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County will not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

8.35.2 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of an SOQ marked "trade secret", "confidential", or "proprietary", the Contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

8.36 Publicity

- 8.36.1 The Contractor must not disclose any details in connection with this Master Agreement to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Contractor's need to identify its services and related clients to sustain itself, the County will not inhibit the Contractor from publishing its role under this Master Agreement within the following conditions:
 - The Contractor must develop all publicity material in a professional manner; and
 - During the term of this Master Agreement, the Contractor must not, and will not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County's Project Director. The County will not unreasonably withhold written consent.
- 8.36.2 The Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Master Agreement with the County of Los Angeles, provided that the requirements of this Paragraph 8.36, Publicity, of this Master Agreement will apply.

8.37 Record Retention and Inspection-Audit Settlement

The Contractor must maintain accurate and complete financial records of its activities and operations relating to this Master

Agreement in accordance with generally accepted accounting principles. The Contractor must also maintain accurate and complete employment and other records relating to its performance of this Master Agreement. The Contractor agrees that the County, or its authorized representatives, will have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Master Agreement. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/signout sheets and other time and employment records, and proprietary data and information, will be kept and maintained by the Contractor and will be made available to the County during the term of this Master Agreement and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material must be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Contractor will pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

- 8.37.1 In the event that an audit of the Contractor is conducted specifically regarding this Master Agreement by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor must file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Master Agreement. The County will make a reasonable effort to maintain the confidentiality of such audit report(s).
- 8.37.2 Failure on the part of the Contractor to comply with any of the provisions of this paragraph will constitute a material breach of this Master Agreement upon which the County may terminate or suspend this Master Agreement.
- 8.37.3 If, at any time during the term of this Master Agreement or within five (5) years after the expiration or termination of this Master Agreement, representatives of the County may conduct an audit of the Contractor regarding the work performed under this Master Agreement, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference will be either: a) repaid by the Contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether

under this Master Agreement or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference will be paid to the Contractor by the County by cash payment, provided that in no event will the County's maximum obligation for this Master Agreement exceed the funds appropriated by the County for the purpose of this Master Agreement.

8.38 Recycled Bond Paper

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible on this Master Agreement.

8.39 Subcontracting

- 8.39.1 The requirements of this Master Agreement may not be subcontracted by the Contractor **without the advance approval of the County**. Any attempt by the Contractor to subcontract without the prior consent of the County may be deemed a material breach of this Master Agreement.
- 8.39.2 If the Contractor desires to subcontract, the Contractor must provide the following information promptly at the County's request:
 - A description of the work to be performed by the subcontractor;
 - A draft copy of the proposed subcontract; and
 - Other pertinent information and/or certifications requested by the County.
- 8.39.3 The Contractor must indemnify and hold the County harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were Contractor employees.
- 8.39.4 The Contractor will remain fully responsible for all performances required of it under this Master Agreement, including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.
- 8.39.5 The County's consent to subcontract will not waive the County's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Master Agreement. The Contractor is responsible to notify its subcontractors of this County right.

- 8.39.6 The County's MAPD is authorized to act for and on behalf of the County with respect to approval of any subcontract and subcontractor employees. After approval of the subcontract by the County, Contractor must forward a fully executed subcontract to the County for their files.
- 8.39.7 The Contractor will be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.
- 8.39.8 The Contractor must obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by the County from each approved subcontractor. The Contractor must ensure delivery of all such documents to:

Brandy Corona, IT Contracts Analyst BCorona@isd.lacounty.gov

before any subcontractor employee may perform any work hereunder.

8.40 Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program

Failure of the Contractor to maintain compliance with the requirements set forth in Paragraph 8.13 (Contractor's Warranty of Adherence to County's Child Support Compliance Program), will constitute a default under this Master Agreement. Without limiting the rights and remedies available to the County under any other provision of this Master Agreement, failure of Contractor to cure such default within 90 calendar days of written notice will be grounds upon which the County may terminate this Master Agreement pursuant to Paragraph 8.42 (Termination for Default) and pursue debarment of Contractor, pursuant to <u>County Code Chapter 2.202</u>.

8.41 Termination for Convenience

- 8.41.1 County may terminate this Master Agreement, and any Work Order issued hereunder, in whole or in part, from time to time or permanently, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder will be effected by notice of termination to Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective will be no less than ten (10) days after the notice is sent.
- 8.41.2 Upon receipt of a notice of termination and except as

otherwise directed by the County, the Contractor must immediately:

- Stop work under the Work Order or under this Master Agreement, as identified in such notice;
- Transfer title and deliver to County all completed work and work in process; and
- Complete performance of such part of the work as would not have been terminated by such notice.
- 8.41.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Master Agreement or Work Order must be maintained by the Contractor in accordance with Paragraph 8.37, Record Retention and Inspection/Audit Settlement, of this Master Agreement.

8.42 Termination for Default

- 8.42.1 The County may, by written notice to the Contractor, terminate the whole or any part of this Master Agreement, if, in the judgment of County's Project Director:
 - Contractor has materially breached this Master Agreement;
 - Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Master Agreement or any Work Order issued hereunder; or
 - Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements of any Work Order issued under this Master Agreement, or of any obligations of this Master Agreement and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.
- 8.42.2 In the event that the County terminates this Master Agreement in whole or in part as provided in Paragraph 8.42.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor will be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor will continue the performance of this Master Agreement to the extent not terminated under the provisions of this paragraph.

- 8.42.3 Except with respect to defaults of any subcontractor, the Contractor will not be liable for any such excess costs of the type identified in Paragraph 8.42.2 if its failure to perform this Master Agreement, including any Service Requests issued hereunder, arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in sovereign capacities, fires, floods, epidemics. their quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor will not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this Paragraph 8.42.3, the terms "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.
- 8.42.4 If, after the County has given notice of termination under the provisions of this Paragraph 8.42, it is determined by the County that the Contractor was not in default under the provisions of this Paragraph 8.42, or that the default was excusable under the provisions of Paragraph 8.42.3, the rights and obligations of the parties will be the same as if the notice of termination had been issued pursuant to Paragraph 8.41, Termination for Convenience, of this Master Agreement.
- 8.42.5 The rights and remedies of the County provided in this Paragraph 8.42 will not be exclusive and are in addition to any other rights and remedies provided by law or under this Master Agreement.

8.43 Termination for Improper Consideration

8.43.1 The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Master Agreement if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Master Agreement or securing favorable treatment with respect to the award, amendment, or extension of this Master Agreement or the making of any determinations with respect to the Contractor's performance pursuant to this Master Agreement. In the event of such termination, the County will be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

- 8.43.2 The Contractor must immediately report any attempt by a County officer or employee to solicit such improper consideration. The report must be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.
- 8.43.3 Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

8.44 Termination for Insolvency

- 8.44.1 The County may terminate this Master Agreement forthwith in the event of the occurrence of any of the following:
 - Insolvency of the Contractor. The Contractor will be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;
 - The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
 - The appointment of a Receiver or Trustee for the Contractor; or
 - The execution by the Contractor of a general assignment for the benefit of creditors.
- 8.44.2 The rights and remedies of the County provided in this Paragraph 8.44 will not be exclusive and are in addition to any other rights and remedies provided by law or under this Master Agreement.

8.45 Termination for Non-Adherence of County Lobbyist Ordinance

The Contractor, and each County Lobbyist or County Lobbying firm as defined in <u>County Code Section 2.160.010</u> retained by the Contractor, must fully comply with the County's Lobbyist Ordinance, <u>County Code Section 2.160.010</u>. Failure on the part of the Contractor or any County Lobbyist or County Lobbying firm retained by the Contractor to fully

comply with the County's Lobbyist Ordinance will constitute a material breach of this Master Agreement, upon which the County may in its sole discretion, immediately terminate or suspend this Master Agreement.

8.46 Termination for Non-Appropriation of Funds

Notwithstanding any other provision of this Master Agreement, the County will not be obligated for the Contractor's performance hereunder or by any provision of this Master Agreement during any of the County's future fiscal years unless and until the County's Board of Supervisors appropriates funds for this Master Agreement in the County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Master Agreement, then this Master Agreement will terminate as of June 30 of the last fiscal year for which funds were appropriated. The County will notify the Contractor in writing of any such non-allocation of funds at the earliest possible date.

8.47 Validity

If any provision of this Master Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Master Agreement and the application of such provision to other persons or circumstances will not be affected thereby.

8.48 Waiver

No waiver by the County of any breach of any provision of this Master Agreement will 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 Master Agreement will not be construed as a waiver thereof. The rights and remedies set forth in this Paragraph 8.48 will not be exclusive and are in addition to any other rights and remedies provided by law or under this Master Agreement.

8.49 Warranty Against Contingent Fees

- 8.49.1 The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Master Agreement upon any agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.
- 8.49.2 For breach of this warranty, the County will have the right to terminate this Master Agreement and, at its sole discretion, deduct from the Master Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

8.50 Warranty of Compliance with County's Defaulted Property Tax Reduction Program

Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this Master Agreement will maintain compliance, with <u>Los Angeles County Code Chapter 2.206</u>.

8.51 Termination for Breach of Warranty to Maintain Compliance with County's Defaulted Property Tax Reduction Program

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 8.50, Warranty of Compliance with County's Defaulted Property Tax Reduction Program, will constitute default under this Master Agreement. Without limiting the rights and remedies available to County under any other provision of this Master Agreement, failure of Contractor to cure such default within 10 days of notice will be grounds upon which County may terminate this Master Agreement and/or pursue debarment of Contractor, pursuant to Los Angeles County Code Chapter 2.206.

8.52 Time off For Voting

The Contractor must notify its employees, and must require each subcontractor to notify and provide to its employees, information regarding the time off for voting law (Elections Code Section 14000). Not less than 10 days before every statewide election, every Contractor and subcontractors must keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of Section 14000.

8.53 Compliance with County's Zero Tolerance Policy on Human Trafficking

Contractor acknowledges that the County has established a Zero Tolerance Policy on Human Trafficking prohibiting contractors from engaging in human trafficking.

If a Contractor or member of Contractor's staff is convicted of a human trafficking offense, the County will require that the Contractor or member of Contractor's staff be removed immediately from

performing services under the Master Agreement. County will not be under any obligation to disclose confidential information regarding the offenses other than those required by law.

Disqualification of any member of Contractor's staff pursuant to this paragraph will not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Master Agreement.

8.54 Compliance with Fair Chance Employment Practices

Contractor, and its subcontractors, must will comply with fair chance employment hiring practices set forth in <u>California Government Code</u> <u>Section 12952</u>, Contractor's violation of this paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract.

8.55 Compliance with the County Policy of Equity

The contractor acknowledges that the County takes its commitment to preserving the dignity and professionalism of the workplace very seriously, as set forth in the County Policy of Equity (CPOE) (https://ceop.lacounty.gov/). The contractor further acknowledges that the County strives to provide a workplace free from discrimination, harassment, retaliation and inappropriate conduct based on a protected characteristic, and which may violate the CPOE. The contractor, its employees and subcontractors acknowledge and certify receipt and understanding of the CPOE. Failure of the contractor, its employees or its subcontractors to uphold the County's expectations of a workplace free from harassment and discrimination, including inappropriate conduct based on a protected characteristic, may subject the contractor to termination of contractual agreements as well as civil liability.

8.56 **Prohibition from Participation in Future Solicitation(s)**

A Proposer, or a Contractor or its subsidiary or Subcontractor ("Proposer/Contractor"), is prohibited from submitting a bid or proposal in a County solicitation if the Proposer/Contractor has provided advice or consultation for the solicitation. A Proposer/Contractor is also prohibited from submitting a bid or proposal in a County solicitation if the Proposer/Contractor has developed or prepared any of the solicitation materials on behalf of the County. A violation of this provision will result in the disqualification or the termination or cancellation of any resultant County contract.

8.57 Injury and Illness Prevention Program

Contractor will be required to comply with the State of California's Cal OSHA's regulations. California Code of Regulations Title 8 Section 3203 requires all California employers to have a written, effective Injury and Illness Prevention Program (IIPP) that addresses hazards pertaining to the particular workplace covered by the program.

8.58 COVID-19 Vaccinations of County Contractor Personnel

- At Contractor's sole cost, Contractor must comply with <u>Chapter</u> <u>2.212</u> (COVID-19 Vaccinations of County Contractor Personnel) of County Code Title 2 - Administration, Division 4. All employees of Contractor and persons working on its behalf, including but not limited to, Subcontractors of any tier (collectively, "Contractor Personnel"), must be fully vaccinated against the novel coronavirus 2019 ("COVID-19") prior to (1) interacting in person with County employees, interns, volunteers, and commissioners ("County workforce members"), (2) working on County owned or controlled property while performing services under this Contract, and/or (3) coming into contact with the public while performing services under this Contract (collectively, "In-Person Services").
- Contractor Personnel are considered "fully vaccinated" against COVID-19 two (2) weeks or more after they have received (1) the second dose in a 2-dose COVID-19 vaccine series (e.g., Pfizer-BioNTech or Moderna), (2) a single-dose COVID-19 vaccine (e.g., Johnson and Johnson [J&J]/Janssen), or (3) the final dose of any COVID-19 vaccine authorized by the World Health Organization ("WHO").
- 3. Prior to assigning Contractor Personnel to perform In-Person Services, Contractor must obtain proof that such Contractor Personnel have been fully vaccinated by confirming Contractor Personnel is vaccinated through any of the following documentation: (1) official COVID-19 Vaccination Record Card (issued by the Department of Health and Human Services, CDC or WHO Yellow Card), which includes the name of the person vaccinated, type of vaccine provided, and date of the last dose administered ("Vaccination Record Card"); (2) copy (including a photographic copy) of a Vaccination Record Card; (3) Documentation of vaccination from a licensed medical provider; (4) a digital record that includes a quick response ("QR") code that when scanned by a SMART HealthCard reader displays to the reader client name, date of birth, vaccine dates, and vaccine type, and the QR code confirms the vaccine record as an official record of the State of California: or (5) documentation of vaccination from Contractors who follow the CDPH vaccination

records guidelines and standards. Contractor must also complete and provide written notice to County before the start of work under this Contract that its Contractor Personnel are in compliance with the requirements of this paragraph. Contractor must retain such proof of vaccination for the document retention period set forth in this Master Agreement, and must provide such records to the County as part of the Service Request Forms Packet.

- 4. Contractor will evaluate any medical or sincerely held religious exemption request of its Contractor Personnel, as required by law. If Contractor has determined that Contractor Personnel is exempt pursuant to a medical or sincerely held religious reason, the Contractor must also maintain records of the Contractor Personnel's testing results. The Contractor must provide such records to the County for audit purposes, when required by County. The unvaccinated exempt Contractor Personnel must meet the following requirements prior to (1) interacting in person with County workforce members, (2) working on County owned or controlled property while performing services under this Contract, and/or (3) coming into contact with the public while performing services under this Contract:
 - a. Test for COVID-19 with either a polymerase chain reaction (PCR) or antigen test has an Emergency Use Authorization (EUA) by the FDA or is operating per the Laboratory Developed Test requirements by the U.S. Centers for Medicare and Medicaid Services. Testing must occur at least weekly, or more frequently as required by County or other applicable law, regulation or order.
 - b. Wear a mask that is consistent with CDC recommendations at all times while on County controlled or owned property, and while engaging with members of the public and County workforce members.
 - c. Engage in proper physical distancing, as determined by the applicable County department that the Contract is with.
- 5. In addition to complying with the requirements of this paragraph, Contractor must also comply with all other applicable local, departmental, State, and federal laws, regulations and requirements for COVID-19. A completed COVID-19 Certification of Compliance is a required part of any Service Request Forms Packet.

8.59 PERFORMANCE REQUIREMENTS SUMMARY

8.59.1 All listings of services used in the Performance Requirements Summary (PRS), Attachment 5, are intended

to be completely consistent with the Master Agreement and the SOW, and are not meant in any case to create, extend, revise, or expand any obligation of Contractor beyond that defined in the Master Agreement and the SOW. In any case of apparent inconsistency between services as stated in the Master Agreement and the SOW and the PRS, the meaning apparent in the Master Agreement and the SOW will prevail. If any service seems to be created in the PRS which is not clearly and forthrightly set forth in the Master Agreement and the SOW, that apparent service will be null and void and place no requirement on Contractor.

- 8.59.2 When Contractor's performance does not conform to the requirements of this Master Agreement, the County will have the option to apply the following non-performance remedies:
 - Require Contractor to implement a formal corrective action plan, subject to approval by the County. In the plan, Contractor must include reasons for the unacceptable performance, specific steps to return performance to an acceptable level, and monitoring methods to prevent recurrence.
 - Reduce payment to Contractor by a computed amount based on the assessment(s) in the PRS.
 - Failure of Contractor to comply with or satisfy the request(s) for improvement of performance or to perform the neglected work specified within ten (10) days shall constitute authorization for the County to have the service(s) performed by others. The entire cost of such work performed by others as a consequence of Contractor's failure to perform said service(s), as determined by the County, shall be credited to the County on Contractor's future invoice.

9.0 UNIQUE TERMS AND CONDITIONS

9.1 Health Insurance Portability and Accountability Act of 1996 (HIPAA)

The County is subject to the Administrative Simplification requirements and prohibitions of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (HIPAA), and regulations promulgated thereunder, including the Privacy, Security, Breach Notification, and Enforcement Rules at 45 Code of Federal Regulations (C.F.R.) Parts 160 and 164 (collectively, the "HIPAA Rules"). Under this Agreement, the Contractor provides services to the County and the Contractor creates, has access to, receives, maintains, or transmits Protected Health Information as defined in

Exhibit G in order to provide those services. The County and the Contractor therefore agree to the terms of Exhibit G, "Business Associate Under Health Insurance Portability and Accountability Act of 1996 (HIPAA).

9.2 Ownership of Materials, Software and Copyright

- 9.2.1 County will be the sole owner of all right, title and interest, including copyright, in and to all software, plans, diagrams, facilities, and tools (hereafter "materials") which are originated or created through Contractor's work pursuant to this Master Agreement. Contractor, for valuable consideration herein provided, must execute all documents necessary to assign and transfer to, and vest in the County all Contractor's right, title and interest in and to such original materials, including any copyright, patent and trade secret rights which arise pursuant to Contractor's work under this Master Agreement.
- 9.2.2 During the term of this Master Agreement and for five (5) years thereafter, Contractor must maintain and provide security for all Contractor's working papers prepared under this Master Agreement. County will have the right to inspect, copy and use at any time during and subsequent to the term of this Master Agreement, any and all such working papers and all information contained therein.
- 9.2.3 Any and all materials, software and tools which are developed or were originally acquired by Contractor outside the scope of this Master Agreement, which Contractor desires to use hereunder, and which Contractor considers to be proprietary or confidential, must be specifically identified by Contractor to County's Project Manager as proprietary or confidential, and must be plainly and prominently marked by Contractor as "Propriety" or "Confidential" on each appropriate page of any document containing such material.
- 9.2.4 County will use reasonable means to ensure that Contractor's proprietary and/or confidential items are safeguarded and held in confidence. County agrees not to reproduce, distribute or disclose to non-County entities any such proprietary and/or confidential items without the prior written consent of Contractor.
- 9.2.5 Notwithstanding any other provision of this Master Agreement, County will not be obligated to Contractor in any way under Paragraph 9.3.4 for any of Contractor's proprietary and/or confidential items which are not plainly and prominently marked with restrictive legends as required by Paragraph 9.3.3 or for any disclosure which County is

required to make under any state or federal law or order of court.

9.2.6 All the rights and obligations of this Paragraph 9.3 will survive the expiration or termination of this Master Agreement.

9.3 Patent, Copyright and Trade Secret Indemnification

- 9.3.1 Contractor must indemnify, hold harmless and defend County from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, for or by reason of any actual or alleged infringement of any third party's patent or copyright, or any actual or alleged unauthorized trade secret disclosure, arising from or related to the operation and utilization of Contractor's work under this Master Agreement. County will inform Contractor as soon as practicable of any claim or action alleging such infringement or unauthorized disclosure, and will support Contractor's defense and settlement thereof.
- 9.3.2 In the event any equipment, part thereof, or software product becomes the subject of any complaint, claim, or proceeding alleging infringement or unauthorized disclosure, such that County's continued use of such item is formally restrained, enjoined, or subjected to a risk of damages, Contractor, at its sole expense, and providing that County's continued use of the system is not materially impeded, will either:
 - Procure for County all rights to continued use of the questioned equipment, part, or software product; or
 - Replace the questioned equipment, part, or software product with a non-questioned item; or
 - Modify the questioned equipment, part, or software so that it is free of claims.
- 9.3.3 Contractor will have no liability if the alleged infringement or unauthorized disclosure is based upon a use of the questioned product, either alone or in combination with other items not supplied by Contractor, in a manner for which the questioned product was not designed nor intended.

10. Survival

In addition to any terms and conditions of this Agreement that expressly survive expiration or termination of this Agreement by their terms, the following provisions shall survive the expiration or termination of this Agreement for any reason:

Paragraph 1 (Applicable Documents)

Paragraph 2 (Definitions)

Paragraph 3 (Work)

Paragraph 5.4 (No Payment for Services Provided Following

Expiration/Termination of Agreement)

Paragraph 7.6 (Confidentiality)

Paragraph 8.1 (Amendments)

Paragraph 8.2 (Assignment and Delegation/Mergers or Acquisitions)

Paragraph 8.5.2 (8.5 Compliance with Applicable Law)

Paragraph 8.18 (Fair Labor Standards)

Paragraph 8.29 (Force Majeure)

Paragraph 8.20 (Governing Law, Jurisdiction, and Venue)

Paragraph 8.22 (Indemnification)

Paragraph 8.23 (General Provisions for all Insurance Coverage)

Paragraph 8.24 (Insurance Coverage)

Paragraph 8.25 (Liquidated Damages)

Paragraph 8.33 (Notices)

Paragraph 8.37 (Record Retention and Inspection/Audit Settlement)

Paragraph 8.41 (Termination for Convenience)

Paragraph 8.42 (Termination for Default)

Paragraph 8.47 (Validity)

Paragraph 8.48 (Waiver)

Paragraph 8.56 (Prohibition from Participation in Future Solicitation(s))

Paragraph 9.2 (Ownership of Materials, Software and Copyright)

Paragraph 9.3 (Patent, Copyright and Trade Secret Indemnification)

Paragraph 10 (Survival)

AUTHORIZATION OF MASTER AGREEMENT FOR ON-DEMAND INTERPRETATION AND TRANSLATION SERVICES

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Master Agreement to be executed by the Director, Internal Services Department or designee and approved by County Counsel, and Contractor has caused this Master Agreement to be executed in its behalf by its duly authorized officer, this _____ day of _____, 20___.

COUNTY OF LOS ANGELES

By_____ Director

Internal Services Department

Ву	
Contractor	
Signed:	
Printed:	
Title:	
APPROVED AS TO FORM:	
DAWYN R. HARRISON County Counsel	
Ву	_

Deputy County Counsel

LIST OF VENDORS RECOMMENDED FOR MASTER AGREEMENT AWARD

- 1. Lazar Translating & Interpreting: Category 3
- 2. Focus Language International Inc.: Categories 1 through 6

FIRM/ORGANIZATION INFORM BUSINESS STRUCTURE RACE/ETHNIC COPOSITION	P	Propio LLC	Language Arts USA LLC	Lazar Translating & Interpreting Corporation	World Language Communications Corporation	Global Interpreting Network, Inc. Corporation		Language Bank Corporation	Focus Interpreting Corporation	Worldwide Interpreters Corporation	TransPerfect LLC	Hanna Interpreting Services LLC	Avaza Corporation	Homeland Language Services LLC	Interpreters Unlimited Corporation	Web Jungle Corporation	Language Line Services Corporation
୍ଥ Black/African American		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	N/A
Black/African American Hispanic/Latino Asian or Pacific Islander		1	1	0	0	1	0	0	2	1	0	0	0	3	0	1	N/A
Asian or Pacific Islander		0	1	0	1	0	0	1	0	0	0	0	1	0	2	0	N/A
Native Americans Subcontinent Asian		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	N/A
Subcontinent Asian		0	1	0	0	0	0	0	0	0	0	2	0	0	0	0	N/A
0 ₹ White		0	0	2	1	0	1	0	0	0	2	0	0	0	0	0	N/A
Total # of Employees in California		0	110	8	2	90	1	0	8	0	54	60	0	10	30	1	817
Total # of Employees (including own	ers)	152	5,000	8	2	110	285	12	10	11	7,500	66	38	58	31	1	4,159
COUNTY CERTIFICATION					1		T	л — т		1		T	,		1		
				Women/					Minority/					Disabled		Minority/	
СВЕ		N/A	Minority	Disadvantaged	N/A	N/A	N/A	Minority	Disadvantaged	Minority	N/A	N/A	Minority	Veteran	Minority	Disadvantaged	N/A
LSBE		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
OTHER CERTIFYING AGENCY		N/A	National Minority Supplier Development Council	Women's Business Enterprise Council (WBENC) / California Public Utulities Commission (CPUC) - Supplier Clearinghouse for the Utility Supplier Diversity Program	N/A	N/A	N/A	York State	California Department of Transportation/ California Department of General Services: Office of Small Business & DVBE Services	City of Houston/ Texas Historical Underutilized Business	N/A	N/A	State of TN Gov - DBE	United States Veterans Affairs	California Department of General Services: Office of Small Business & DVBE Services	California Public Utilities Commission	N/A

On final analysis and consideration of award, vendors were selected without regard to race, creed or color.

Language Line Services Inc. is owned by Teleperformance and ownership are business entities, there are no individual owners.

ATTACHMENT THREE

ATTACHMENT FOUR

SOLICITATION POSTINGS:

- DOING BUSINESS WITH LOS ANGELES COUNTY
- FACEBOOK
- INSTAGRAM
- LINKEDIN
- TWITTER

LACOUNTY.GOV (http://lacounty.gov) | CONTACT US (https://doingbusiness.lacounty.gov/response/)

✓ (https://twitter.com/@LACountyISD)f (https://www.facebook.com/LACountyISD)



(https://doingbusiness.lacounty.gov/)

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On Demand Interpretation and Translation Services Master Agreement

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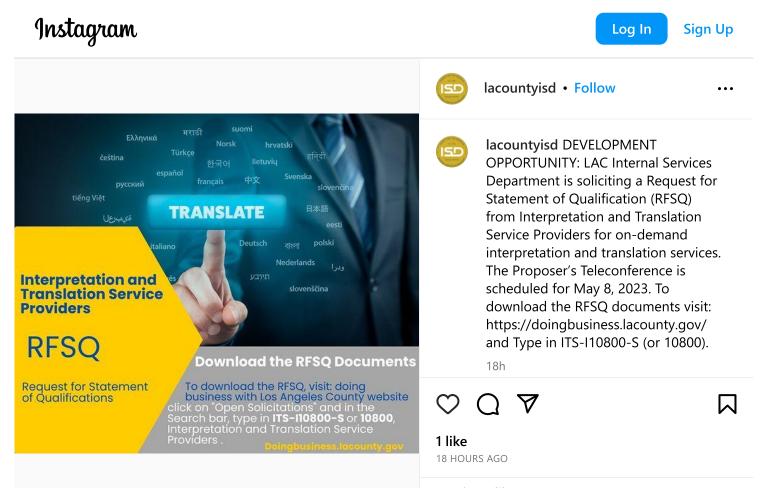
L.A. County Internal Services Department

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The Los Angeles County Internal Services Department is soliciting Request for Statement of Qualification (RFSQ) from Interpretation and Translation Service Providers for on-demand interpretation and translation services. The objective of this RFSQ is to (i) Increase the availability and quality of spoken & signed Interpreter Services, (ii) Increase the availability and quality of document translation, (iii) provide County Departments access to multiple languages, and (iv) en... **See more**

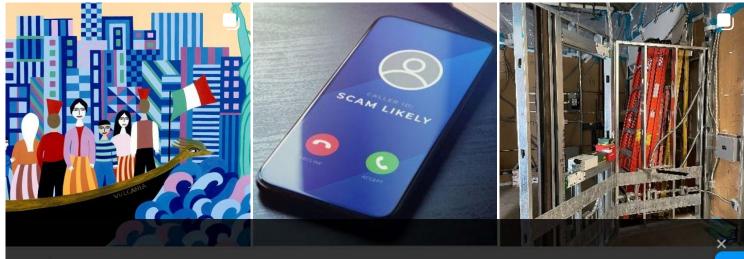
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The Los Angeles County Internal Services Department is soliciting Request for Statement of Qualification (RFSQ) from Interpretation and Translation Service Providers for on-demand interpretation and translation services. The objective of this RFSQ is to (i) Increase the availability and quality of spoken & signed Interpreter Services, (ii) Increase the availability and quality of document translation, (iii) provide County Departments access to multiple languages, and (iv) ensure quality of outsourced language access services.

The solicitation number is ITS-I10800-S (or 10800). The RFSQ is available to download on the County's "Doing Business With Us" website: https://lnkd.in/g6uJRhvc

Instructions:

- Click on the OPEN SOLICITATIONS button.
- In the search box type in ITS-I10800-S (or 10800) and click the SEARCH button.
- Click on ITS-I10800-S to obtain/view the documents.

Note that you must also register as a vendor on "Doing Business With Us" website: https://lnkd.in/dcMCD7Fw.





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It's National Arab American Heritage Month! This month we are highlighting the rich history of Arabic art. Artwork credit: "Coming to America" by Helen Zughaib; "Tagged and Undocumented" (2013) by Huda Beydoun; "Docks" by Hamed Ewais. **#ArabAmericanHeritageMonth #lacountyisd #lacounty**



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ISD is soliciting RFSQ from Interpretation and Translation Service Providers for on-demand interpretation and translation services. The Proposer's Teleconference is scheduled for May 8, 2023. Visit: doingbusiness.lacounty.gov/and Type in ITS-I10800-S (or 10800).





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