



County of Los Angeles  
Chief Executive Office

## **PUBLIC SAFETY CLUSTER AGENDA REVIEW MEETING**

FESIA A. DAVENPORT  
Chief Executive Officer

**DATE:** Wednesday, April 14, 2021  
**TIME:** 9:30 a.m.

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

[Click here to join the meeting](#)

### **AGENDA**

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

- 1. CALL TO ORDER**
- 2. GENERAL PUBLIC COMMENT**
- 3. INFORMATIONAL ITEM(S)** [Any Information Item is subject to discussion and/or presentation at the request of two or more Board offices with advance notification]:
  - A. Board Letter:**  
ACCEPT A GRANT AWARD FROM THE CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES FOR FISCAL YEAR 2020 HOMELAND SECURITY GRANT PROGRAM  
Speaker(s): Sandra Lucio and Elida Rodriguez (Sheriff)
  - B. Board Letter:**  
PRISONER TRANSPORTATION AND RELEASE SERVICES AGREEMENT BETWEEN CITY OF LOS ANGELES AND COUNTY OF LOS ANGELES  
Speaker(s): Bryan C. Aguilera and Ruben E. Macias (Sheriff)
- 4. PRESENTATION/DISCUSSION ITEM(S):**
  - A. Board Letter:**  
APPROVE SOLE SOURCE AMENDMENT NUMBER EIGHT TO EXTEND AGREEMENT NUMBER 77675 WITH NICE SYSTEMS, INC. FOR CONTINUED DIGITAL VOICE LOGGING RECORDER SYSTEM MAINTENANCE AND SUPPORT SERVICES  
Speaker(s): David Sum and Angelo Faiella (Sheriff)
  - B. Board Briefing:**  
OFFICE OF DIVERSION AND RE-ENTRY (ODR) MONTHLY BRIEFING  
Speaker(s): Peter Espinoza (ODR)

Wednesday, April 14, 2021

- C. Board Briefing:  
BODY WORN CAMERA IMPLEMENTATION STATUS BRIEFING  
Speaker(s): Geoffrey Chadwick (Sheriff), Max Huntsman (OIG), Michael Iwanaga (CEO)

**5. PUBLIC COMMENTS**

**CLOSED SESSION:**

**CS-1 CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION**

(Subdivision (a) of Government Code Section 54956.9)

**Juan Manuel Correa, Sr., v. County of Los Angeles, et al.**

Los Angeles Superior Court Case No. BC690171

Departments: Sheriff's and Health Services

**CS-2 CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION**

(Subdivision (a) of Government Code Section 54956.9)

**Rajini v. County of Los Angeles, et al.**

Los Angeles Superior Court Case No. BC654297

Department: Sheriff's

**6. ADJOURNMENT**

**7. UPCOMING ITEMS:**

- A. Board Briefing:  
CIVILIAN OVERSIGHT COMMISSION AND OFFICE OF INSPECTOR GENERAL  
MONTHLY BRIEFING  
Speaker(s): Brian Williams (COC) and Max Huntsman (OIG)
- B. Board Briefing:  
DJJ TRANSITION COMMITTEE BRIEFING  
Speaker(s): Tom Faust (Probation)
- C. Board Briefing:  
LOS ANGELES SHERIFF DEPARTMENT'S FACIAL RECOGNITION BRIEFING  
Speaker(s): Derek Sabatini (Sheriff's)

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

**PUBLIC\_SAFETY\_COMMENTS@CEO.LACOUNTY.GOV**

April 27, 2021

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

Dear Supervisors:

**ACCEPT A GRANT AWARD FROM CALIFORNIA GOVERNOR'S  
OFFICE OF EMERGENCY SERVICES FOR FISCAL YEAR  
2020 HOMELAND SECURITY GRANT PROGRAM  
(ALL DISTRICTS) (3 VOTES)**

**SUBJECT**

Request Board approval to execute the attached Resolution and authorize the Sheriff of Los Angeles County (County) to accept and execute a grant award in an amount up to \$2,887,500 from the California Governor's Office of Emergency Services (Cal OES) for the Fiscal Year (FY) 2020 Homeland Security Grant Program (HSGP). The HSGP is funded using the Federal Department of Homeland Security funds, Catalog of Federal Domestic Assistance (CFDA) Number 97.067, passing through Cal OES. The grant will fund the Regional Threat Assessment Center Program (RTAC) for the prevention of terrorism and the enhancement of all crimes/hazards support function of the Department's Joint Regional Intelligent Center (JRIC) fusion center.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Adopt the attached Resolution (Attachment I) that delegates authority to the Sheriff, or his designee, as an agent for the County, to execute the FY 2020, FY2021 and FY2022 HSGP Grant Program awards and take any actions necessary for the purpose of obtaining the FY 2020, FY2021 and FY2022 HSGP federal financial assistance provided by the Federal Department of Homeland Security and sub-granted through Cal OES, as a requirement of the grant application process.

2. Delegate authority to the Sheriff, or his designee, as an agent for the County, to execute the attached Grant Award Notification Number 2020-0095, Cal OES ID Number 037-91034 in the amount of \$2,887,500 with no required match by Cal OES for the FY 2020 HSGP Federal grant funds, CFDA Number 97.067, as distributed through Cal OES, for the grant period from September 1, 2020, to May 31, 2023.
3. Delegate authority to the Sheriff, or his designee, as an agent for the County, to execute all future amendments, modifications, extensions, augmentations, and reimbursement requests necessary to effectuate the FY 2020 HSGP.
4. Delegate authority to the Sheriff, or his designee, as an agent for the County, to execute funding agreements with various outside law enforcement agencies, including, but not limited to, the Los Angeles County District Attorney's Office (LADA), Los Angeles Police Department (LAPD), California Highway Patrol (CHP), and the State of California Department of Justice (DOJ) for reimbursement of FY 2020 HSGP funds, and to execute, as necessary, all future amendments, modifications, extensions, and augmentations to such funding agreements.
5. Delegate authority to the Sheriff, or his designee, as an agent for the County, to apply, and submit a grant application to Cal OES for the RTAC Program in future FYs, and to execute all required grant application documents, including assurances and certifications, when and if such future funding becomes available.
6. Delegate authority to the Sheriff, or his designee, as an agent for the County, to accept all grant awards for the Program in future FYs, if awarded by Cal OES, and execute all required grant award documents, including, but not limited to, agreements, modifications, extensions, and payment requests that may be necessary for completion of the Program in future FYs..

#### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The Department of Homeland Security (DHS) has released FY 2020 HSGP funding through Cal OES to enhance the capacity of the state and local agencies to respond to acts of terrorism, as well as natural disasters. This grant award is specifically designed for the JRIC fusion center and is managed by the Department. The grant provides funding to the County for JRIC for planning, equipment, training, organization, program management and administration for terrorism prevention, preparedness, and response personnel.

The adopted Board letter dated January 21, 2020, delegated authority to the Sheriff to apply and submit a grant application to Cal OES for the RTAC Program in FYs years,

and to execute all required grant application documents, including assurances and certifications, when and if such future funding becomes available.

### **Implementation of Strategic Plan Goals**

The County Strategic Plan suggests the provision of Strategy Plan III.4.1 - Engage and Share Information with our customers, communities, and partners. JRIC is an information sharing program that collects and pushes data and information to internal and external customers, communities, and partners to enable informed decision making and to support partnerships for the protection of our communities.

### **FISCAL IMPACT/FINANCING**

The FY2020 HSGP funding of \$2,887,500; Salaries and Employee Benefits (\$48,500 – overtime only), Services and Supplies (\$2,698,000 – training, contracts, information technology, and planning), and Other Charges (\$141,000 – participating agencies) and will be supported with the Department's FY2021-22 budgeted appropriations.

This will be the ninth year the Department will receive direct funding for the RTAC Program.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

Cal OES has provided the Department with specific guidelines for the administration, management, and utilization of HSGP funds. These guidelines detail all activities and expenditures that are eligible for reimbursement under the HSGP.

Cal OES requires that the attached Resolution (Attachment I) be adopted by the Board as evidence that certain County personnel have the authority to execute, on behalf of the County, the grant awards and all other necessary actions needed for the purpose of obtaining FY 2020, FY 2021, and FY 2022 HSGP funding. Attachment I designates the Sheriff, the Undersheriff, the Director of Financial Programs Bureau, the Captain of Emergency Operations Bureau, the Project Director and the Assistant Project Director of the HSGP as authorized signatories to the FY 2020, FY 2021, and FY 2022 HSGP documents.

The Sheriff requests delegated authority to execute funding agreements with outside law enforcement agencies, including, but not limited to, the LADA, LAPD, CHP, and the DOJ, for reimbursement of FY 2020, FY 2021, FY 2022 HSGP funds, for services rendered for JRIC, and to execute, as necessary, all future amendments, modifications, extensions, and augmentations to such funding agreements.

The Honorable Board of Supervisors  
April 27, 2021  
Page 4

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

**IMPACT ON CURRENT SERVICES (OR PROJECTS)**

The FY 2020 HSGP funding will have a positive impact on current services by improving and enhancing the County's ability to mitigate all threats and incidents of terrorism.

**CONCLUSION**

Upon Board approval, please return two adopted copies of this Board letter and two original signed Resolutions to the Department's Grants Unit.

Sincerely,

ALEX VILLANUEVA, SHERIFF

TIMOTHY MURAKAMI  
UNDERSHERIFF

AV:AS:as  
(Financial Programs Bureau/Grants Unit)

- c: Board of Supervisors, Justice Deputies  
Celia Zavala, Executive Officer, Board of Supervisors  
Fesia Davenport, Chief Executive Officer  
Sheila Williams, Senior Manager, Chief Executive Office (CEO)  
Rene Phillips, Manager, CEO  
Jocelyn Ventilacion, Principal Analyst, CEO  
Anna Petrosyan, Analyst, CEO  
Rodrigo A. Castro-Silva, County Counsel  
Elizabeth D. Miller, Chief Legal Advisor, Legal Advisory Unit  
Michele Jackson, Principal Deputy County Counsel, Legal Advisory Unit  
Timothy K. Murakami, Undersheriff  
Jorge A. Valdez, Chief of Staff  
Jack W. Ewell, Chief, Special Operations Division  
Conrad Meredith, Division Director, Administrative Services Division (ASD)  
Glen C. Joe, Assistant Division Director, ASD  
Richard F. Martinez, Assistant Division Director, ASD  
Karen J. Anderson, Assistant Director, FPB, Grants Unit  
Charles M. Norris IV, Operations Lieutenant, Emergency Operations Bureau  
Sandra J. Lucio, Lieutenant, Emergency Operations Bureau  
Vanessa C. Chow, Sergeant, ASD  
Kristine D. Corrales, Deputy, ASD  
Erica M. Saavedra, Deputy, ASD  
Elida Rodriguez, Administrative Service Manager III, FPB Grants Unit  
Colleen Murphy, Grants Supervisor, FPB, Grants Unit  
Aelena Stanfield, Grants Analyst, FPB, Grants Unit  
(Grants – JRIC-RTAC Homeland Security Program 04-27-21)

**Los Angeles County Chief Executive Office**  
**Grant Management Statement for Grants Exceeding \$100,000**

**Department:** LOS ANGELES COUNTY SHERIFF'S DEPARTMENT

**Grant Project Title and Description:** 2020 Homeland Security Grant Program

The grant provides funding for the prevention of terrorism and enhancing the all crimes/all hazards support function of the Joint Regional Intelligence Center (JRIC) fusion center.

**Funding Agency**  
United States Department of  
Homeland Security, Federal  
Emergency Management Agency

**Program (Fed. Grant # /State Bill or Code #)**  
Subaward #2020-0095

**Grant Acceptance Deadline**  
Upon Board Acceptance

**Total Amount of Grant Funding:** \$2,887,500

**County Match:** \$0

**Grant Period:** 36 Months

**Begin Date:** September 1, 2020

**End Date:** May 31, 2023

**Number of Personnel Hired Under This Grant:** 0

**Full Time:** 0 **Part Time:** 0

**Obligations Imposed on the County When the Grant Expires**

Will all personnel hired for this program be informed this is a grant-funded program? Yes \_\_\_ No n/a

Will all personnel hired for this program be placed on temporary ("N") items? Yes \_\_\_ No n/a

Is the County obligated to continue this program after the grant expires? Yes \_\_\_ No X

If the County is not obligated to continue this program after the grant expires, the Department will:

a). Absorb the program cost without reducing other services Yes \_\_\_ No X

b). Identify other revenue sources Yes \_\_\_ No X  
(Describe) Grant funds

c). Eliminate or reduce, as appropriate, positions/program costs funded by the grant. Yes X No \_\_\_

**Impact of additional personnel on existing space:** N/A.

**Other requirements not mentioned above:** None

**Department Head Signature** \_\_\_\_\_ **Date** \_\_\_\_\_



Governing Body Resolution  
Fiscal Year (FY) 2020, FY 2021, FY2022  
Homeland Security Grant Program

*BE IT RESOLVED* by the Board of Supervisors of the County of Los Angeles that

Sheriff of Los Angeles County OR

Undersheriff of Los Angeles Sheriff Department OR

Director of Financial Programs Bureau, LASD OR

Captain of Emergency Operations Bureau, RTAC Program OR

Project Director of the HSGP, RTAC Program OR

Assistant Project Director of the HSGP, RTAC Program

is hereby authorized to execute for and on behalf of the County of Los Angeles, a public entity established under the laws of the State of California, any actions necessary for the purpose of obtaining federal financial assistance provided by the federal Department of Homeland Security and sub-granted through the State of California.

The foregoing Governing Body Resolution was on the \_\_\_\_\_ day of \_\_\_\_\_, 2021, adopted by the Board of Supervisors of the County of Los Angeles and ex officio the governing body of all other special assessment and taxing districts, agencies, and authorities for which said Board so acts.

CELIA ZAVALA  
Executive Officer-Clerk  
of the Board of Supervisors of  
the County of Los Angeles

By: \_\_\_\_\_  
Deputy

APPROVED AS TO FORM:  
RODRIGO A. CASTRO  
County Counsel

By: \_\_\_\_\_  
Principal Deputy County Counsel

April 27, 2021

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

Dear Supervisors:

**PRISONER TRANSPORTATION AND RELEASE SERVICES AGREEMENT  
BETWEEN CITY OF LOS ANGELES AND COUNTY OF LOS ANGELES  
(ALL DISTRICTS) (3 VOTES)**

**SUBJECT**

The Los Angeles County Sheriff's Department (Department) seeks to execute the Prisoner Transportation and Release Services Agreement with the City of Los Angeles (City) for a period of five years from July 1, 2020 to June 20, 2025. Under the Prisoner Transportation and Release Services Agreement, the Department provides custody and transportation of Los Angeles Police Department (LAPD) prisoners from various LAPD detention facilities to arraignment courts and performs release-related duties for the LAPD prisoners.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Approve and instruct the Chair of the Board of Supervisors to execute the attached Agreement (City Agreement Number C-117203) for Prisoner Transportation and Release Services (Agreement) with the City for the term of the Agreement from July 1, 2020, through June 30, 2025.
2. Delegate authority to the Sheriff, or his designee, as an agent for the County, to execute any and all Amendments to the Agreement which may be necessary for the effective provision of services, ensuring any negative fiscal impact to the County is avoided.

3. Delegate authority to the Sheriff, or his designee, as an agent for the County, to terminate the Agreement if it is in the best interest of the County.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The most recent agreement between the County and the City for the transportation, custody and release of LAPD prisoners by the Department expired on June 30, 2020. The new Agreement is for a term not to exceed five years. Your Board is requested to approve the Agreement for a five-year term, retroactive to July 1, 2020, through June 30, 2025. The Department worked in conjunction with LAPD in an effort to create a new agreement prior to the expiration date of the most recent agreement. LAPD requested several revisions to the new Agreement, during which time the most recent agreement expired.

As the largest Southern California law enforcement agencies, the Department and LAPD have similar responsibilities to systematically and expeditiously transport, arraign, detain, and release thousands of prisoners. Operational efficiencies and streamlined service allow both agencies to realize fiscal and operational benefits when the Department provides these services for LAPD via contract. The LAPD began contracting with the Department for this service in 1957.

### **Implementation of Strategic Plan Goals**

The Agreement relates to the Strategic Goal III.3.1, Maximize Revenue. The Agreement with the City of Los Angeles will provide revenue reimbursement to the Department for services rendered.

### **FISCAL IMPACT/FINANCING**

Under the terms of the Agreement, the LAPD is billed for services rendered at annually adjusted rates established by the Los Angeles County Auditor-Controller. Revenue generated under these rates fully reimburses the Department's costs associated with the pickup, transportation, detention, and release of LAPD prisoners.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

On April 28, 2010, the County and the City entered into the agreement for the transportation, custody, and release of LAPD prisoners by the Department. The agreement was extended by the Board of Supervisors in 2014 for five years, and it was extended again by the Board in 2019 for one year expiring on June 30, 2020.

The parties now seek to enter into a new Agreement for a term of five years, and to make significant operational changes. Those changes include protections for both parties and operating procedures pertaining specifically with civil unrest and pandemics. The changes protect both parties as well as the LAPD prisoners to ensure safe, efficient, and effective service.

This Agreement is authorized under Section 56 3/4 of the Charter of the County of Los Angeles.

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

**IMPACT ON CURRENT SERVICES (OR PROJECTS)**

None. The Department is currently providing the services to the City, and the Department's costs associated with the pickup, transportation, detention, and release of LAPD prisoners are reimbursed at rates established annually by the Auditor-Controller.

**CONCLUSION**

Upon approval by your Board, it is requested that the Executive Officer, Board of Supervisors return three (3) originally executed copies of the Agreement to the Department's Contract Law Enforcement Bureau for further processing.

Sincerely,

ALEX VILLANUEVA, SHERIFF

TIMOTHY K. MURAKAMI  
UNDERSHERIFF

SVE:BCA:REM  
(Contract Law Enforcement Bureau)

- c: Board of Supervisors, Justice Deputies  
Celia Zavala, Executive Officer, Board of Supervisors  
Fesia Davenport, Chief Executive Officer  
Sheila Williams, Senior Manager, Chief Executive Office (CEO)  
Rene Phillips, Manager, CEO  
Jocelyn Ventilacion, Principal Analyst, CEO  
Anna Petrosyan, Analyst, CEO  
Rodrigo A. Castro-Silva, County Counsel  
Elizabeth D. Miller, Chief Legal Advisor, Legal Advisory Unit  
Michele Jackson, Principal Deputy County Counsel, Legal Advisory Unit  
Timothy K. Murakami, Undersheriff  
Jorge A. Valdez, Chief of Staff  
Conrad Meredith, Division Director, Administrative Services Division (ASD)  
Glen C. Joe, Assistant Division Director, ASD  
Sergio V. Escobedo, Captain, Contract Law Enforcement Bureau (CLEB)  
Bryan C. Aguilera, Lieutenant, CLEB  
Vanessa C. Chow, Sergeant, ASD  
Ruben E. Macias, Sergeant, CLEB  
Kristine D. Corrales, Deputy, ASD  
Erica M. Saavedra, Deputy, ASD  
(Contract Law – Prisoner Transportation Services – LAPD 04-27-21)

County Agreement No.

City Agreement No. C117203

**PRISONER TRANSPORTATION AND RELEASE  
SERVICES AGREEMENT  
BY AND BETWEEN  
CITY OF LOS ANGELES AND  
COUNTY OF LOS ANGELES**

This Prisoner Transportation and Release Services Agreement ("Agreement") is made and entered into as of the date executed by the last party below, by and between the CITY OF LOS ANGELES ("CITY"), a municipal corporation, acting by and through the LOS ANGELES POLICE DEPARTMENT ("POLICE"), and the COUNTY OF LOS ANGELES ("COUNTY"), a political subdivision of the State of California, acting by and through the LOS ANGELES COUNTY SHERIFF'S DEPARTMENT ("SHERIFF"), for the transportation, custody, and release of POLICE Prisoners by SHERIFF.

**I. RECITALS**

- A. WHEREAS, the POLICE and the SHERIFF each presently have similar responsibilities in the arraignment, transportation, and court detention of prisoners; and;
- B. WHEREAS, a feasibility study conducted by said departments indicates that a saving in personnel resources and expense will continue to be realized should all such transportation services be performed by SHERIFF in accordance with the terms hereinafter set forth; and
- C. WHEREAS, the County is authorized to enter into this agreement by the provisions of Section 56 <sup>3</sup>/<sub>4</sub> of the Charter of the County of Los Angeles.

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

**II. TERM**

- A. The effective date of this Agreement shall be July 1, 2020. Unless terminated earlier as provided in paragraph (B) below, this Agreement shall remain in full force and effective until June 30, 2025.

- B. This Agreement may be terminated by either party, which may be accomplished by rendering sixty (60) days advance notice set forth in writing.
- C. This Agreement may be amended by a writing setting forth the contemplated change and an effective date therefor, executed by an authorized representative of each party. Any amendment to this Agreement must be approved by the Sheriff of Los Angeles County, with the concurrence of County Counsel, and the Chief of Police, City Attorney, and the City Clerk.
- D. This Agreement, and any attachments or documents incorporated herein by inclusion or reference, constitutes the complete and entire agreement between COUNTY and CITY and supersedes any prior representations, understandings, communications, commitments, agreements or proposals, oral or written.

### **III. TRANSFER AND TRANSPORTATION OF PRISONERS**

- A. Transfer of Prisoners from POLICE to SHERIFF
  - 1. POLICE shall arrange, package, and address prisoners' property and custodial paperwork.
  - 2. POLICE shall physically present the prisoners, their property, all supporting documentation and medical clearance paperwork, to the SHERIFF, and any POLICE personnel ready to complete transfer upon arrival of SHERIFF vehicle.
  - 3. POLICE personnel shall maintain security in and around POLICE facilities.
    - a. Access to and security around POLICE facilities, inside and outside, shall be the responsibility of the POLICE station/facility Watch Commander/Watch Supervisor.
    - b. The POLICE station/facility Watch Commander/Watch Supervisor shall be responsible for prisoner security, including the physical custody of prisoners, their property, and their paperwork (including all DNA and medical papers) during the time that prisoners are housed in or being moved through the POLICE facility building. POLICE shall be deemed to retain the physical custody of and be responsible for POLICE prisoners while said prisoners are within transportation vehicles operated by LASD employees but

while such vehicles are stationary and within the boundaries of a POLICE station or jail facility. Any escape attempt initiated while a prisoner is within the confines of the facility shall be the POLICE's responsibility.

4. SHERIFF personnel are deemed to have taken physical custody of said prisoners once they are physically secured on a SHERIFF transportation vehicle and that vehicle has left the POLICE facility. At that time, the physical custody of such prisoners becomes the responsibility of SHERIFF personnel.

B. Transportation of Prisoners

1. The transportation date of prisoner shall be the same as that prisoner's arraignment date, and as listed in the Automated Jail Information System (AJIS) and/or Livescans booking and property printout. If the arraignment date is later than the transportation date, POLICE shall update the Livescans Booking report or AJIS program prior to transportation.
2. SHERIFF shall furnish vehicles and personnel to transport ambulatory POLICE prisoners from POLICE detention facilities to arraignment courts when POLICE require transport of a POLICE prisoner from a detention facility to court.
3. The POLICE facilities that shall be provided routine bus service as described in this Agreement are:
  - a. Harbor Jail
  - b. Hollywood Jail
  - c. Metropolitan Regional Jail (Metropolitan Detention Center)
  - d. Pacific Area Jail
  - e. Van Nuys Regional Jail
  - f. 77<sup>th</sup> Regional Jail
4. SHERIFF shall schedule transportation so that the arrival time at the arraignment court detention facility will allow court personnel sufficient time to process prisoners for court appearance.
5. Each prisoner's property and custodial paperwork shall be transported along with that prisoner in compliance with SHERIFF's policies regarding transportation of prisoner property, including, but not limited to, the following:



- a. SHERIFF shall accept custody of prisoners transported to court, including their property and paperwork.
    - 1. If POLICE is notified by the Countywide Warrant System (CWS) of a possible match on a POLICE prisoner that is in SHERIFF custody, POLICE shall notify SHERIFF.
  - b. SHERIFF shall ensure the transportation of all prisoners remanded to its custody, including their property and paperwork, to the appropriate COUNTY jail facility.
6. SHERIFF shall transport prisoners and the prisoners' property and custodial paperwork to subsequent arraignment court(s), as necessary, for disposition of additional or supplemental charge(s), or pursuant to court order. Post arraignment, Police prisoners shall be retained by SHERIFF in the appropriate facility, or released when appropriate. However, POLICE prisoners shall be returned to POLICE if they are not arraigned, or are so ordered by the court.
- a. In the event POLICE prisoners are not arraigned and remanded by the presiding judge to POLICE until the next scheduled arraignment date, SHERIFF will make every effort to transport those POLICE prisoners to the Metropolitan Detention Center (MDC), who shall accept the prisoners. Should a POLICE prisoner refuse to exit a SHERIFF transportation vehicle located inside the MDC bus sally port, POLICE shall be responsible for the removal of the POLICE prisoner from the SHERIFF vehicle.
  - b. If prior to arraignment, a POLICE prisoner experiences a medical or mental health emergency, SHERIFF will transport POLICE prisoner to a medical facility for treatment, pending the arrival of POLICE to take custody of POLICE prisoner (Section V, Subsection D, 1).
7. Special Transportation Issues
- a. In the event that a prisoner is not suitable for transportation on a SHERIFF bus because the prisoner presents an unusually high escape risk, is unusually dangerous, is of high notoriety, or poses a significant safety risk, the matter will be resolved at the time by the POLICE Watch Commander and SHERIFF Court Services Transportation Bureau (CST) Watch Commander or designee. If POLICE and SHERIFF cannot reach an agreement, SHERIFF will

have final authority in determining whether a prisoner is suitable for safe transport.

- b. SHERIFF will not transport POLICE prisoners that display new (unresolved) injuries, conditions, mental health disorders (Section V, Subsection B, 1), indications of a use of force, or who are refusing to exit a cell or holding area, or are uncooperative or combative (including passive resistance). In these cases, POLICE would be responsible for transporting the arrestee to the Inmate Reception Center (IRC) with the appropriate paperwork and booking clearance.

C. Policy on Bail Acceptance and Misdemeanor Arrests

- 1. POLICE shall comply with the SHERIFF's Policy on Bail Acceptance and Misdemeanor Arrests (the "Policy"), which Policy is provided in Section III, Subsection C, 2, below, for the purposes of transferring prisoners from POLICE to SHERIFF custody. SHERIFF's Policy and the maximum aggregate bail amount are subject to change at the discretion of the Sheriff or Los Angeles County Superior Court Presiding Judge, and these changes will be provided via Justice Data Interface Controller (JDIC).
- 2. SHERIFF shall not accept custody of, or transport, a POLICE prisoner who is carrying a maximum aggregate bail amount of \$50,000 or less for new and/or remanded misdemeanor cases, and \$50,000 or less for warrant cases (including bench warrants), unless the prisoner meets one of the following criteria:
  - a. Has a probation violation charge: 1203.2 PC
  - b. Was booked with a charge of 4011.6 PC, Mental Disorder
  - c. Demands to appear before a magistrate: 853.6(a)(1) PC
  - d. Refuses to sign the citation: 827.1(i) PC
  - e. Has a charge which is a felony violation of the Vehicle Code
  - f. Has a charge which is a violation of a Protective Order related to Domestic Violence: 166(c)(1) PC, 273.6 PC
  - g. Has a charge which is 243(e)(1) PC
  - h. Has a charge which is 273.5(a) PC
  - i. Is charged with a sex crime against a minor: 311.1(a) PC, 311.2(a), (b), or (c) PC, 311.3(a) or (d) PC, 311.4(a) PC, 311.11(a) PC, 314.1 PC, and 647.6 PC
  - j. Is charged with child abuse: 273 (d) PC
  - k. Has an out-of-county warrant
  - l. Is charged with an escape from custody: 4532 PC

- m. Has a charge involving threats to a public official, judge, juror, or witness: 69 PC, 71 PC, 76 PC, 95.1 PC, 136.1(a) or (b) PC, 139 PC
  - n. Has a charge involving a false bomb report: 148.1 PC
  - o. Has a charge of bringing a gun into government offices: 171(c) PC
  - p. Is charged with battery on a juror: 243.7 PC
  - q. Has a charge of child stealing: 278 PC
  - r. The misdemeanor cited in the warrant involves (a) violence, (b) a firearm, (c) resisting arrest, or (d) giving false information to a peace officer: 827.1 (a)-(d) PC
  - s. The person has other ineligible charges pending against him or her, i.e., 853.6(a)(1) PC, 827.1(g) PC
  - t. There is a reasonable likelihood the offense(s) would continue or resume, or the safety of persons or property would be immediately endangered by the release of the person: 827.1(h) PC
  - u. The arrest warrant indicates that the person is not eligible to be released on a citation: 827.1(k) PC
  - v. The offense involves a misdemeanor violation of a protective order for domestic violence under 13700 PC or arrest pursuant to 13701 PC: 853.6(a)(2) PC
  - w. The person is arrested for battery against a current or former significant other or co-parent: 853.6(a)(3)(A) PC
  - x. The person is arrested for infliction of injury on a current or former significant other or co-parent: 853.6(a)(3)(B) PC
  - y. The person is arrested for violation of a protective order, made threats to kill or harm, has engaged in violence against, or has gone to the residence or workplace of, the protected party: 853.6(a)(3)(C) PC
  - z. The person is arrested for stalking: 853.6(a)(3)(D) PC
3. Persons being arrested for the following charges shall be transported by POLICE:
- a. The person is a danger to him/herself or others due to intoxication or being under the influence of drugs or narcotics: 827.1(e) PC
  - b. The person requires medical examination or care or is otherwise unable to care for his or her own safety: 827.1(f) PC
  - c. The person cannot provide satisfactory evidence of personal identification: 827.1(j) PC
  - d. The prisoner is unable to walk and board a SHERIFF's transportation vehicle without the assistance of another person.

4. Exceptions or disputes to this Policy set forth in Paragraph 2, above, and Section V, Subsection B, 1, below, may be granted or resolved by the SHERIFF's CST Watch Commander (or his/her designee). In very limited circumstances if the situation so dictates, an extra transportation fee may be imposed by SHERIFF at the hourly rates set forth on Appendix B, Los Angeles Police Department Summary Rate Sheet, of this Agreement. POLICE shall contact CST Watch Commander at (213) 974-4563 (Monday through Friday between the hours of 0500 and 2100, excluding County and Federal holidays) for approval prior to transportation.

#### **IV. CUSTODY OF PRISONERS AT COURT AND COURT PROCEDURES**

- A. SHERIFF, including SHERIFF Court Services personnel, shall:
  1. Accept custody of all SHERIFF Transportation Bureau and POLICE prisoners, their property, and their paperwork at the appropriate court.
  2. Retain legal responsibility for physical custody of said prisoners at court, including the courtroom, hallways, and detention/lock-up areas.
  3. Collate all prisoner related custody paperwork and forward same to SHERIFF Inmate Reception Center (IRC).
  4. Accept court-originated prisoner paperwork, including the delivery of said paperwork to the detention/lock-up areas.
  5. Supervise movement of prisoners while in court, including the courtroom, hallways, and detention/lock-up areas.
  6. Bear responsibility for physical release of eligible prisoners so ordered by the court, including the return of prisoner property in SHERIFF's care.
  7. If a prisoner is not arraigned, notify POLICE Liaison or the investigating detective in the case and release the prisoner upon approval of POLICE
    - a. If the case is referred to the City Attorney for prosecution consideration, SHERIFF shall release the prisoner upon receiving a Release Order from POLICE by facsimile or teletype.

B. POLICE Court Liaison shall

1. Serve as the primary coordinator between POLICE and the Court and SHERIFF.
2. Process paperwork and obtain necessary complaints, if available.
3. Coordinate prisoner's appearance in arraignment court with SHERIFF.

**V. RESPONSIBILITY FOR MEDICAL TREATMENT OF SICK/INJURED PRISONERS**

- A. Responsibility for the medical treatment of sick or injured POLICE prisoners remains with POLICE until said prisoners are accepted by SHERIFF transportation personnel and physical custody of said prisoners has been assumed by SHERIFF, pursuant to the provisions of this Agreement.
- B. The SHERIFF transportation crew accepting custody of POLICE prisoners shall observe each prisoner, paying particular attention to those individuals who appear sick or injured.
  1. SHERIFF will accept a prisoner for transport only with the completed Los Angeles County Unified Arrestee Medical Screening Form (FORM) (SH-R-422). If the FORM indicates or requires the prisoner to be medically treated, POLICE shall obtain medical treatment for the prisoner at a medical facility/ Jail Dispensary (MDC Facility, Valley Jail, and 77<sup>th</sup> Division only). The medical treatment paperwork, clearing the prisoner for transport and housing, shall accompany the prisoner. If POLICE prisoner has the completed FORM and medical treatment paperwork, and the arrestee exhibits a new medical injury, condition, or mental health emergency not present on those forms (which categorizes POLICE prisoner under Section III, Subsection C, 3, a, b and d), SHERIFF will not transport the prisoner, who will remain the responsibility of POLICE, until all conditions are remedied by a completed FORM and medical treatment paperwork, clearing the prisoner for transport and housing.
- C. If the conditions described above (Section V, Subsection B, 1) are met and there is still a question as to the medical fitness of a prisoner for transport, it may be addressed to a POLICE supervisor and/or a CST supervisor. The on-duty physician or qualified medical professional shall have final authority as to medical fitness for transportation, and shall

document his or her determination on the FORM. If a disagreement still exists, then a commanding officer from POLICE and SHERIFF shall confer to resolve the issue; however, the SHERIFF still retains final authority in determining whether a prisoner is suitable for safe transport.

- D. If during or after transportation by SHERIFF while en route to or at court, a pre-arraigned POLICE prisoner becomes sick, injured, or experiences a mental health emergency and requires emergency medical care, SHERIFF shall provide emergency medical care and provide transportation to a hospital if necessary.
  - 1. If a POLICE prisoner is taken to the hospital by SHERIFF, POLICE shall assume custody of that prisoner within ninety (90) minutes of notification to the POLICE Custody Services Division Watch Commander by SHERIFF. If ninety (90) minutes elapses without a change in custody, then SHERIFF and POLICE supervisors shall confer to expeditiously transfer custody of prisoner to POLICE, and SHERIFF may bill POLICE for deputy time at the hourly and overtime billing rates set forth in Appendix B, Los Angeles Police Department Summary Rate Sheet, of this Agreement.

## **VI. PRISONER PROPERTY AND MONEY**

- A. Prisoner's property and money shall be transported by SHERIFF personnel only with the prisoner thereof. POLICE agrees to secure all prisoner property in property containers, as specified by SHERIFF, prior to the time of transportation and agrees to prepare inmate property in accordance with the following SHERIFF policy:
  - 1. All SHERIFF stations, SHERIFF custody facilities, courts, and outside law enforcement agencies delivering inmates and/or their personal property items to the IRC shall be bound by the following rules concerning the delivery of inmate personal property:
    - a. All items of personal property must fit into, and be completely enclosed in a clear plastic bag, not to exceed 10" by 15" in size.
    - b. All items enclosed in this clear plastic bag must be clearly and properly identified on the booking slip accompanying the personal property items.
    - c. All items and jewelry, in addition to being properly identified on the booking slip, must be enclosed in sealed manila envelopes, with the description of said enclosed items written

on the outside.

- d. All food stamps, in addition to being properly identified on the booking slip, must be enclosed in sealed manila envelopes, with the description and total value of the enclosed stamps written on the outside.
- e. Additionally, the IRC will not accept the following personal property items:
  - i. Knives or other weapons, to include tools, such as screwdrivers, pliers, etc.
  - ii. Cigarettes, cigars, other tobacco products, or disposable lighters. (Zippo brand or other permanent lighters are allowed).
  - iii. Candy or other consumable items.
  - iv. Any personal property items unable to fit into, and be completely enclosed in the prescribed 10" by 15" clear plastic bag identified above.
  - v. These non-acceptable items should be either disposed of or stored at the point of arrest. If disposed of or stored at the arresting agency, this fact should be clearly noted on the booking slip as indicated below:
- 2. Any items not delivered to the IRC because they violated the size restriction indicated above, should be noted on the booking slip as "bulk" property and should also indicate that the items are being stored at the arresting agency (including address and phone number of storage location).
- 3. The actual status of any items not delivered to the IRC because they violate one of the other restrictions indicated above, should likewise be noted on the booking slip.

- B. Upon accepting prisoner property and money envelopes, SHERIFF personnel shall ensure that the amount of money listed on the money envelope coincides with the amount indicated on the accompanying paperwork.



## **VII. PUBLIC HEALTH EMERGENCY PROCEDURES**

- A. In the event of a public health order/emergency, additional responsibilities may be placed upon POLICE prior to SHERIFF accepting POLICE prisoners. Additional forms, health screenings, procedures, and precautions may be required during public health emergencies and as a result of public health orders. The aforementioned processes may be revised as needed, or to ensure compliance with health orders, during the public health emergency.
1. SHERIFF will provide POLICE with specific instructions, forms, and guidelines prior to implementation should such an emergency arise.
  2. Additional precautions that may be required could include, but are not limited to, any or all of the following:
    - a. The use of masks, gloves, or other personal protective equipment for Prisoners.
    - b. Prisoner segregation by POLICE to limit exposure by other Prisoners (i.e. one Prisoner per POLICE vehicle/cell/ etc.).
    - c. The use of masks, gloves, or other personal protective equipment for POLICE personnel who interact with SHERIFF personnel.
    - d. Prisoners on buses may be required to be physically distanced at the direction of the SHERIFF and could limit the transportation capacity. Therefore, POLICE should have adequate holding areas prisoners and shall be responsible for providing adequate food and water, medical care, and access to restrooms.
    - e. Section VII, Subsection A, 2, d, will also apply to Section VIII, Mutual Aid And Emergency Services.

## **VIII. MUTUAL AID AND EMERGENCY SERVICES**

- A. Use of SHERIFF Transportation Buses
1. SHERIFF buses are for transportation only and are not to be used for, or referred to as holding cells, mobile jails, temporary booking holding areas, or as serving in any other stationary 'jail-related' function.



2. The amount of time a POLICE prisoner spends on a SHERIFF bus shall be limited to the time it takes to safely search and load the prisoner, travel to the destination, and safely off-load the prisoner.
3. POLICE should have sufficient resources to provide security for the SHERIFF bus, and personnel to detain, hold, and monitor POLICE arrestees outside of the bus, or in another suitable area, until such time they are ready to be received by POLICE booking and/or holding area or POLICE facility and they can be safely loaded onto the SHERIFF bus, transported, and off-loaded at the designated POLICE facility.
4. POLICE are to provide a lieutenant or other sworn supervisor (with radio communications to POLICE) to accompany the SHERIFF bus crew to any POLICE facility or booking area to ensure the arrestees are accepted in a timely manner.
5. POLICE should direct SHERIFF buses to the closest available POLICE facility or booking area to ensure SHERIFF buses can be placed back in service and available for additional transports as soon as possible.
6. POLICE prisoners shall not be loaded onto a SHERIFF bus prior to the confirmation of the intended POLICE facility and confirmation that said POLICE facility is prepared and available to accept POLICE prisoners.
7. POLICE shall provide security escorts for SHERIFF buses and ensure the buses have a safe and open roadway to enter and exit the detention area as well as the POLICE facility.
8. POLICE shall be responsible for the removal, categorization, storage, and security of POLICE prisoner property. No items, such as cell phones, weapons, large sums of money, narcotics or paraphernalia, megaphones, cameras, fireworks, or flammable items shall be allowed on the bus with POLICE prisoners. Thorough searches, prior to boarding are required by the POLICE in the presence of SHERIFF personnel. SHERIFF personnel may require a secondary search and/or may conduct their own search at their discretion. Masks or face coverings will be allowed on the bus during times of public health emergencies or other relevant medical situations. Medical devices or braces will be allowed as outlined in the SHERIFF transportation policies and at the discretion of SHERIFF personnel. Arrestees must be able to walk on their own in order to be transported on a SHERIFF bus (Section III,

Subsection C, 3, d).

9. POLICE shall identify all prisoners being placed on the SHERIFF bus and shall provide a list or manifest of each prisoners' name, date of birth, booking number, charge, arrest location, and destination to SHERIFF personnel prior to POLICE prisoners boarding the bus (if feasible), or within 12 hours of arrest via email (obtained by calling the SHERIFF CST Watch Commander). Each bus shall have its own manifest which shall include each prisoner transported and all SHERIFF and POLICE personnel on the bus.
10. POLICE prisoners on the bus are to be monitored at all times and restraint devices (handcuffs, flex-cuffs, zip ties) are to only be applied by POLICE and closely monitored by POLICE. Restraints are required before prisoners are placed on the bus and are to be applied by POLICE. SHERIFF may verify restraints as the prisoners enter the bus and may request POLICE to make adjustments as needed.
11. POLICE are responsible for identifying and notifying SHERIFF of any prisoner classification, special seating measures, juveniles, or arrestee keep away concerns prior to prisoners boarding a bus.
12. Juvenile detainees/prisoners shall not be placed on the same bus as adult prisoners.
13. POLICE are responsible for responding to any complaints made on the bus as they arise and shall take immediate appropriate action to remedy those complaints, unless the complaint is directed solely toward SHERIFF personnel, at which point, POLICE will notify SHERIFF of complaint.
14. Any crimes reported while arrestees are on the bus will be the responsibility of POLICE to document and investigate.
15. If a female SHERIFF deputy is not a member of the transportation crew and multiple female POLICE prisoners are scheduled for transportation, POLICE will make every effort to supply a female POLICE officer to accompany the transportation crew to the POLICE facility.

## **IX. FEES AND PAYMENT**

- A. CITY shall pay for the services provided under the terms of this Agreement at the rate established by the COUNTY Auditor-Controller and

listed on the Summary Rate Sheet, attached hereto as Appendix B and incorporated herein.

1. The rates indicated on the Los Angeles Police Department Summary Rate Sheet (Appendix B), shall be adjusted by the COUNTY Auditor-Controller annually effective July 1 of each year to reflect the cost of such service in accordance with the policies and procedures for the determination of such rate as adopted by COUNTY. COUNTY shall notify CITY of rate changes via an updated Appendix B no later than May 1 of the current contract year.
- B. CITY shall be billed based on the service level provided. The SHERIFF or his designee is hereby authorized to publish, on behalf of the County, the annual revised Appendix B.
- C. In addition to Section V, Subsection D, 1, anytime POLICE are requested to take custody of a POLICE prisoner, POLICE shall assume custody of that prisoner within ninety (90) minutes of notification to the POLICE Custody Services Division Watch Commander by SHERIFF. If ninety (90) minutes elapses without a change in custody, then SHERIFF and POLICE supervisors shall confer to expeditiously transfer custody of prisoner to POLICE, and SHERIFF may bill POLICE for deputy time at the hourly and overtime billing rates set forth in Appendix B, Los Angeles Police Department Summary Rate Sheet, of this Agreement.
- D. The cost of other services requested pursuant to this Agreement and not set forth in the service level provided shall be determined by the County Auditor-Controller in accordance with the policies and procedure established by the Board of Supervisors.
- E. Invoices for the service provided and other services shall be payable on a quarterly basis. COUNTY shall deliver to CITY an invoice for the prior quarter within thirty (30) days following the end of the quarter. CITY shall pay the invoice within sixty (60) days of receipt of the invoice.

**X. LIABILITY AND INDEMNITY**

- A. Neither CITY nor any officer or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by COUNTY under or in connection with any authority or jurisdiction delegated to COUNTY under this Agreement. Pursuant to Government Code Section 895.4, COUNTY shall fully indemnify and hold CITY, its officers and employees, harmless from any liability imposed for injury (as defined by Government Code Section 810.8) occurring by

reason of anything done or omitted to be done by COUNTY or any officer or any employee thereof under or in connection with any authority of jurisdiction delegated to COUNTY under this Agreement.

- B. Neither COUNTY nor any officer or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by CITY under or in connection with any authority or jurisdiction delegated to CITY under this Agreement. Pursuant to Government Code Section 895.4, CITY shall fully indemnify and hold COUNTY, its officers and employees, harmless from any liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by CITY or any officer or any employee thereof under or in connection with any authority of jurisdiction delegated to CITY under this Agreement.
- C. COUNTY and CITY each pledge to maintain programs of self-insurance, commercial insurance, or any combination thereof, at each party's option, to satisfy the indemnity obligations herein, and each party shall supply a letter or other evidence that it maintains such coverage upon request by the other party.

#### **XI. CITY'S STANDARD PROVISIONS FOR CITY CONTRACTS**

- A. The CITY's Standard Provisions for City Contracts (Rev. 10/17 [ver.3]) are attached hereto as Appendix A, and are incorporated into the terms of this Agreement, except as stated in this section. If there is a conflict between the terms of this Agreement and the Standard Provisions for City Contracts, the terms of this Agreement shall prevail.
- B. PSC – 9, Termination, is supplanted by Section II (Term), Subsection C, of this Agreement.
- C. PSC – 11, Contractor's Personnel, does not apply.
- D. PSC – 14, Claims for Labor and Materials, does not apply.
- E. PSC – 15, Current Los Angeles City Business Tax Registration Certificate Required, does not apply.
- F. PSC – 18, Indemnification, is supplanted by Section VIII (Liability and Indemnity) of this Agreement.
- G. PSC – 19, Intellectual Property Indemnification, does not apply.
- H. PSC – 20, Intellectual Property Warranty, does not apply.

- I. PSC – 21, Ownership, is supplanted by the following sentence: All documents, material, data, and reports originated by each party under this Agreement shall be and remain the property of that party.
- J. PSC – 23, Insurance, is supplanted by Section VIII (Liability and Indemnity) of this Agreement.
- K. PSC – 26, Mandatory Provisions Pertaining to Non-Discrimination in Employment, does not apply.
- L. PSC – 27, Child Support Assignment Orders, does not apply.
- M. PSC – 28, Living Wage Ordinance, does not apply.
- N. PSC – 29, Service Contract Worker Retention Ordinance, does not apply.
- O. PSC – 31, Contractor Responsibility Ordinance, does not apply.
- P. PSC – 32, Business Inclusion Program, does not apply.
- Q. PSC – 33, Slavery Disclosure Ordinance, does not apply.
- R. PSC – 34, First Source Hiring Ordinance, does not apply.
- S. PSC – 35, Local Business Preference Ordinance, does not apply.
- T. PSC – 36, Iran Contracting Act, does not apply.
- U. PSC – 37, Restrictions on Campaign Contributions and Fundraising in City Elections, does not apply.
- V. PSC – 38, Contractors' Use of Criminal History for Consideration of Employment Applications, does not apply.
- W. PSC – 39, Limitation on City's Obligation to Make Payment to Contractor, does not apply.
- X. PSC – 40, Compliance with Identity Theft Laws and Payment Card Data Security Standards, does not apply.
- Y. PSC – 41, Compliance with California Public Resources Code Section 5164, does not apply.
- Z. PSC – 42, Possessory Interests Tax, does not apply.

AA. PSC – 43, Confidentiality, is amended to add the following sentence:  
Contractor is hereby authorized to disclose Confidential Information to persons and entities as authorized by law and/or as necessary for the delivery of services required under this Contract.

BB. Exhibit 1, Insurance Contractual Requirements, does not apply.

**XII. RATIFICATION**

Due to the CITY's need for the COUNTY's services, COUNTY may have provided services prior to the execution of this Agreement by all parties. To the extent that said services were satisfactorily performed in accordance with the terms and conditions of this Agreement, those services are hereby ratified by CITY.

**XIII. PRISON RAPE ELIMINATION ACT**

POLICE and SHERIFF shall acknowledge their obligation to adopt and comply with the Prison Rape Elimination Act of 2003 standards.

**(Signature page follows)**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers.

**COUNTY OF LOS ANGELES**

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2021

By: \_\_\_\_\_  
HILDA SOLIS  
Chair, Board of Supervisors

APPROVED AS TO FORM:  
RODRIGO A. CASTRO-SILVA  
County Counsel

ATTEST:  
CELIA ZAVALA  
Executive Officer-Clerk  
of the Board of Supervisors

By: \_\_\_\_\_  
Principal Deputy County Counsel

By: \_\_\_\_\_  
Deputy

**CITY OF LOS ANGELES**

By: \_\_\_\_\_  
MICHEL R. MOORE  
Chief of Police

APPROVED AS TO FORM:  
MICHAEL N. FEUER  
City Attorney

ATTEST:  
HOLLY L. WOLCOTT  
City Clerk

By: \_\_\_\_\_  
Assistant City Attorney

By: \_\_\_\_\_  
Deputy City Clerk

3/9/2021

03/09/2021



---

## **APPENDIX A**

### **STANDARD PROVISIONS FOR CITY CONTRACTS (Rev. 10/17) [v.3]**

---

DRAFT

---



## STANDARD PROVISIONS FOR CITY CONTRACTS

### TABLE OF CONTENTS

<b>PSC-1</b>	<u>Construction of Provisions and Titles Herein</u> .....	<b>1</b>
<b>PSC-2</b>	<u>Applicable Law, Interpretation and Enforcement</u> .....	<b>1</b>
<b>PSC-3</b>	<u>Time of Effectiveness</u> .....	<b>1</b>
<b>PSC-4</b>	<u>Integrated Contract</u> .....	<b>2</b>
<b>PSC-5</b>	<u>Amendment</u> .....	<b>2</b>
<b>PSC-6</b>	<u>Excusable Delays</u> .....	<b>2</b>
<b>PSC-7</b>	<u>Waiver</u> .....	<b>2</b>
<b>PSC-8</b>	<u>Suspension</u> .....	<b>3</b>
<b>PSC-9</b>	<u>Termination</u> .....	<b>3</b>
<b>PSC-10</b>	<u>Independent Contractor</u> .....	<b>5</b>
<b>PSC-11</b>	<u>Contractor's Personnel</u> .....	<b>5</b>
<b>PSC-12</b>	<u>Assignment and Delegation</u> .....	<b>6</b>
<b>PSC-13</b>	<u>Permits</u> .....	<b>6</b>
<b>PSC-14</b>	<u>Claims for Labor and Materials</u> .....	<b>6</b>
<b>PSC-15</b>	<u>Current Los Angeles City Business Tax Registration Certificate Required</u> ....	<b>6</b>
<b>PSC-16</b>	<u>Retention of Records, Audit and Reports</u> .....	<b>6</b>
<b>PSC-17</b>	<u>Bonds</u> .....	<b>7</b>
<b>PSC-18</b>	<u>Indemnification</u> .....	<b>7</b>
<b>PSC-19</b>	<u>Intellectual Property Indemnification</u> .....	<b>7</b>
<b>PSC-20</b>	<u>Intellectual Property Warranty</u> .....	<b>8</b>
<b>PSC-21</b>	<u>Ownership and License</u> .....	<b>8</b>
<b>PSC-22</b>	<u>Data Protection</u> .....	<b>9</b>

## TABLE OF CONTENTS (Continued)

<b>PSC-23</b>	<u>Insurance</u> .....	<b>9</b>
<b>PSC-24</b>	<u>Best Terms</u> .....	<b>9</b>
<b>PSC-25</b>	<u>Warranty and Responsibility of Contractor</u> .....	<b>10</b>
<b>PSC-26</b>	<u>Mandatory Provisions Pertaining to Non-Discrimination in Employment</u> .....	<b>10</b>
<b>PSC-27</b>	<u>Child Support Assignment Orders</u> .....	<b>10</b>
<b>PSC-28</b>	<u>Living Wage Ordinance</u> .....	<b>11</b>
<b>PSC-29</b>	<u>Service Contractor Worker Retention Ordinance</u> .....	<b>11</b>
<b>PSC-30</b>	<u>Access and Accommodations</u> .....	<b>11</b>
<b>PSC-31</b>	<u>Contractor Responsibility Ordinance</u> .....	<b>12</b>
<b>PSC-32</b>	<u>Business Inclusion Program</u> .....	<b>12</b>
<b>PSC-33</b>	<u>Slavery Disclosure Ordinance</u> .....	<b>12</b>
<b>PSC-34</b>	<u>First Source Hiring Ordinance</u> .....	<b>12</b>
<b>PSC-35</b>	<u>Local Business Preference Ordinance</u> .....	<b>12</b>
<b>PSC-36</b>	<u>Iran Contracting Act</u> .....	<b>12</b>
<b>PSC-37</b>	<u>Restrictions on Campaign Contributions in City Elections</u> .....	<b>12</b>
<b>PSC-38</b>	<u>Contractors' Use of Criminal History for Consideration of Employment Applications</u> .....	<b>13</b>
<b>PSC-39</b>	<u>Limitation of City's Obligation to Make Payment to Contractor</u> .....	<b>13</b>
<b>PSC-40</b>	<u>Compliance with Identity Theft Laws and Payment Card Data Security Standards</u> .....	<b>14</b>
<b>PSC-41</b>	<u>Compliance with California Public Resources Code Section 5164</u> .....	<b>14</b>
<b>PSC-42</b>	<u>Possessory Interests Tax</u> .....	<b>14</b>
<b>PSC-43</b>	<u>Confidentiality</u> .....	<b>15</b>
<b>Exhibit 1</b>	<u>Insurance Contractual Requirements</u> .....	<b>16</b>

## STANDARD PROVISIONS FOR CITY CONTRACTS

### **PSC-1.**    Construction of Provisions and Titles Herein

All titles, subtitles, or headings in this Contract have been inserted for convenience, and shall not be deemed to affect the meaning or construction of any of the terms or provisions of this Contract. The language of this Contract shall be construed according to its fair meaning and not strictly for or against **CITY** or **CONTRACTOR**. The word "**CONTRACTOR**" includes the party or parties identified in this Contract. The singular shall include the plural and if there is more than one **CONTRACTOR**, unless expressly stated otherwise, their obligations and liabilities shall be joint and several. Use of the feminine, masculine, or neuter genders shall be deemed to include the genders not used.

### **PSC-2.**    Applicable Law, Interpretation and Enforcement

Each party's performance shall comply with all applicable laws of the United States of America, the State of California, and **CITY**, including but not limited to, laws regarding health and safety, labor and employment, wage and hours and licensing. This Contract shall be enforced and interpreted under the laws of the State of California without regard to conflict of law principles. **CONTRACTOR** shall comply with new, amended, or revised laws, regulations, or procedures that apply to the performance of this Contract with no additional compensation paid to **CONTRACTOR**.

In any action arising out of this Contract, **CONTRACTOR** consents to personal jurisdiction, and agrees to bring all such actions, exclusively in state or federal courts located in Los Angeles County, California.

If any part, term or provision of this Contract is held void, illegal, unenforceable, or in conflict with any federal, state or local law or regulation, the validity of the remaining parts, terms or provisions of this Contract shall not be affected.

### **PSC-3.**    Time of Effectiveness

Unless otherwise provided, this Contract shall take effect when all of the following events have occurred:

- A.    This Contract has been signed on behalf of **CONTRACTOR** by the person or persons authorized to bind **CONTRACTOR**;
- B.    This Contract has been approved by the City Council or by the board, officer or employee authorized to give such approval;
- C.    The Office of the City Attorney has indicated in writing its approval of this Contract as to form; and
- D.    This Contract has been signed on behalf of **CITY** by the person designated by the City Council, or by the board, officer or employee authorized to enter into this Contract.

**PSC-4. Integrated Contract**

This Contract sets forth all of the rights and duties of the parties with respect to the subject matter of this Contract, and replaces any and all previous Contracts or understandings, whether written or oral, relating thereto. This Contract may be amended only as provided for in the provisions of PSC-5 hereof.

**PSC-5. Amendment**

All amendments to this Contract shall be in writing and signed and approved pursuant to the provisions of PSC-3.

**PSC-6. Excusable Delays**

Neither party shall be liable for its delay or failure to perform any obligation under and in accordance with this Contract, if the delay or failure arises out of fires, floods, earthquakes, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by the party or any of the party's Subcontractors), freight embargoes, terrorist acts, insurrections or other civil disturbances, or other similar events to those described above, but in each case the delay or failure to perform must be beyond the control and without any fault or negligence of the party delayed or failing to perform (these events are referred to in this provision as "Force Majeure Events").

Notwithstanding the foregoing, a delay or failure to perform by a Subcontractor of **CONTRACTOR** shall not constitute a Force Majeure Event, unless the delay or failure arises out of causes beyond the control of both **CONTRACTOR** and Subcontractor, and without any fault or negligence of either of them. In such case, **CONTRACTOR** shall not be liable for the delay or 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 perform timely. As used in this Contract, the term "Subcontractor" means a subcontractor at any tier.

In the event **CONTRACTOR'S** delay or failure to perform arises out of a Force Majeure Event, **CONTRACTOR** agrees to use commercially reasonable best efforts to obtain the goods or services from other sources, and to otherwise mitigate the damages and reduce the delay caused by the Force Majeure Event.

**PSC-7. Waiver**

A waiver of a default of any part, term or provision of this Contract shall not be construed as a waiver of any succeeding default or as a waiver of the part, term or provision itself. A party's performance after the other party's default shall not be construed as a waiver of that default.

**PSC-8. Suspension**

At **CITY'S** sole discretion, **CITY** may suspend any or all services provided under this Contract by providing **CONTRACTOR** with written notice of suspension. Upon receipt of the notice of suspension, **CONTRACTOR** shall immediately cease the services suspended and shall not incur any additional obligations, costs or expenses to **CITY** until **CITY** gives written notice to recommence the services.

**PSC-9. Termination**

**A. Termination for Convenience**

**CITY** may terminate this Contract for **CITY'S** convenience at any time by providing **CONTRACTOR** thirty days written notice. Upon receipt of the notice of termination, **CONTRACTOR** shall immediately take action not to incur any additional obligations, costs or expenses, except as may be necessary to terminate its activities. **CITY** shall pay **CONTRACTOR** its reasonable and allowable costs through the effective date of termination and those reasonable and necessary costs incurred by **CONTRACTOR** to effect the termination. Thereafter, **CONTRACTOR** shall have no further claims against **CITY** under this Contract. All finished and unfinished documents and materials procured for or produced under this Contract, including all intellectual property rights **CITY** is entitled to, shall become **CITY** property upon the date of the termination. **CONTRACTOR** agrees to execute any documents necessary for **CITY** to perfect, memorialize, or record **CITY'S** ownership of rights provided herein.

**B. Termination for Breach of Contract**

1. Except as provided in PSC-6, if **CONTRACTOR** fails to perform any of the provisions of this Contract or so fails to make progress as to endanger timely performance of this Contract, **CITY** may give **CONTRACTOR** written notice of the default. **CITY'S** default notice will indicate whether the default may be cured and the time period to cure the default to the sole satisfaction of **CITY**. Additionally, **CITY'S** default notice may offer **CONTRACTOR** an opportunity to provide **CITY** with a plan to cure the default, which shall be submitted to **CITY** within the time period allowed by **CITY**. At **CITY'S** sole discretion, **CITY** may accept or reject **CONTRACTOR'S** plan. If the default cannot be cured or if **CONTRACTOR** fails to cure within the period allowed by **CITY**, then **CITY** may terminate this Contract due to **CONTRACTOR'S** breach of this Contract.
2. If the default under this Contract is due to **CONTRACTOR'S** failure to maintain the insurance required under this Contract, **CONTRACTOR** shall immediately: (1) suspend performance of any services under this Contract for which insurance was required; and (2) notify its employees and Subcontractors of the loss of insurance coverage and Contractor's obligation to suspend performance of

services. **CONTRACTOR** shall not recommence performance until **CONTRACTOR** is fully insured and in compliance with **CITY'S** requirements.

3. If a federal or state proceeding for relief of debtors is undertaken by or against **CONTRACTOR**, or if **CONTRACTOR** makes an assignment for the benefit of creditors, then **CITY** may immediately terminate this Contract.
4. If **CONTRACTOR** engages in any dishonest conduct related to the performance or administration of this Contract or violates **CITY'S** laws, regulations or policies relating to lobbying, then **CITY** may immediately terminate this Contract.
5. Acts of Moral Turpitude
  - a. **CONTRACTOR** shall immediately notify **CITY** if **CONTRACTOR** or any Key Person, as defined below, is charged with, indicted for, convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, any act which constitutes an offense involving moral turpitude under federal, state, or local laws ("Act of Moral Turpitude").
  - b. If **CONTRACTOR** or a Key Person is convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, an Act of Moral Turpitude, **CITY** may immediately terminate this Contract.
  - c. If **CONTRACTOR** or a Key Person is charged with or indicted for an Act of Moral Turpitude, **CITY** may terminate this Contract after providing **CONTRACTOR** an opportunity to present evidence of **CONTRACTOR'S** ability to perform under the terms of this Contract.
  - d. Acts of Moral Turpitude include, but are not limited to: violent felonies as defined by Penal Code Section 667.5, crimes involving weapons, crimes resulting in serious bodily injury or death, serious felonies as defined by Penal Code Section 1192.7, and those crimes referenced in the Penal Code and articulated in California Public Resources Code Section 5164(a)(2); in addition to and including acts of murder, rape, sexual assault, robbery, kidnapping, human trafficking, pimping, voluntary manslaughter, aggravated assault, assault on a peace officer, mayhem, fraud, domestic abuse, elderly abuse, and child abuse, regardless of whether such acts are punishable by felony or misdemeanor conviction.

- e. For the purposes of this provision, a Key Person is a principal, officer, or employee assigned to this Contract, or owner (directly or indirectly, through one or more intermediaries) of ten percent or more of the voting power or equity interests of **CONTRACTOR**.
- 6. In the event **CITY** terminates this Contract as provided in this section, **CITY** may procure, upon such terms and in the manner as **CITY** may deem appropriate, services similar in scope and level of effort to those so terminated, and **CONTRACTOR** shall be liable to **CITY** for all of its costs and damages, including, but not limited to, any excess costs for such services.
- 7. If, after notice of termination of this Contract under the provisions of this section, it is determined for any reason that **CONTRACTOR** was not in default under the provisions of this section, or that the default was excusable under the terms of this Contract, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to PSC-9(A) Termination for Convenience.
- 8. The rights and remedies of **CITY** provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.
- C. In the event that this Contract is terminated, **CONTRACTOR** shall immediately notify all employees and Subcontractors, and shall notify in writing all other parties contracted with under the terms of this Contract within five working days of the termination.

**PSC-10. Independent Contractor**

**CONTRACTOR** is an independent contractor and not an agent or employee of **CITY**. **CONTRACTOR** shall not represent or otherwise hold out itself or any of its directors, officers, partners, employees, or agents to be an agent or employee of **CITY**.

**PSC-11. Contractor's Personnel**

Unless otherwise approved by **CITY**, **CONTRACTOR** shall use its own employees to perform the services described in this Contract. **CITY** has the right to review and approve any personnel who are assigned to work under this Contract. **CONTRACTOR** shall remove personnel from performing work under this Contract if requested to do so by **CITY**.

**CONTRACTOR** shall not use Subcontractors to assist in performance of this Contract without the prior written approval of **CITY**. If **CITY** permits the use of Subcontractors, **CONTRACTOR** shall remain responsible for performing all aspects of this Contract and paying all Subcontractors. **CITY** has the right to approve **CONTRACTOR'S** Subcontractors, and **CITY** reserves the right to request replacement of any



Subcontractor. **CITY** does not have any obligation to pay **CONTRACTOR'S** Subcontractors, and nothing herein creates any privity of contract between **CITY** and any Subcontractor.

**PSC-12. Assignment and Delegation**

**CONTRACTOR** may not, unless it has first obtained the written permission of **CITY**:

- A. Assign or otherwise alienate any of its rights under this Contract, including the right to payment; or
- B. Delegate, subcontract, or otherwise transfer any of its duties under this Contract.

**PSC-13. Permits**

**CONTRACTOR** and its directors, officers, partners, agents, employees, and Subcontractors, shall obtain and maintain all licenses, permits, certifications and other documents necessary for **CONTRACTOR'S** performance of this Contract. **CONTRACTOR** shall immediately notify **CITY** of any suspension, termination, lapses, non-renewals, or restrictions of licenses, permits, certificates, or other documents that relate to **CONTRACTOR'S** performance of this Contract.

**PSC-14. Claims for Labor and Materials**

**CONTRACTOR** shall promptly pay when due all amounts owed for labor and materials furnished in the performance of this Contract so as to prevent any lien or other claim under any provision of law from arising against any **CITY** property (including reports, documents, and other tangible or intangible matter produced by **CONTRACTOR** hereunder), and shall pay all amounts due under the Unemployment Insurance Act or any other applicable law with respect to labor used to perform under this Contract.

**PSC-15. Current Los Angeles City Business Tax Registration Certificate Required**

For the duration of this Contract, **CONTRACTOR** shall maintain valid Business Tax Registration Certificate(s) as required by **CITY'S** Business Tax Ordinance, Section 21.00 *et seq.* of the Los Angeles Municipal Code ("LAMC"), and shall not allow the Certificate to lapse or be revoked or suspended.

**PSC-16. Retention of Records, Audit and Reports**

**CONTRACTOR** shall maintain all records, including records of financial transactions, pertaining to the performance of this Contract, in their original form or as otherwise approved by **CITY**. These records shall be retained for a period of no less than three years from the later of the following: (1) final payment made by **CITY**, (2) the expiration of this Contract or (3) termination of this Contract. The records will be subject to examination and audit by authorized **CITY** personnel or **CITY'S** representatives at any time. **CONTRACTOR** shall provide any reports requested by **CITY** regarding



performance of this Contract. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

In lieu of retaining the records for the term as prescribed in this provision, **CONTRACTOR** may, upon **CITY'S** written approval, submit the required information to **CITY** in an electronic format, e.g. USB flash drive, at the expiration or termination of this Contract.

#### **PSC-17. Bonds**

All bonds required by **CITY** shall be filed with the Office of the City Administrative Officer, Risk Management for its review and acceptance in accordance with Los Angeles Administrative Code ("LAAC") Sections 11.47 *et seq.*, as amended from time to time.

#### **PSC-18. Indemnification**

Except for the active negligence or willful misconduct of **CITY**, or any of its boards, officers, agents, employees, assigns and successors in interest, **CONTRACTOR** shall defend, indemnify and hold harmless **CITY** and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by **CITY**, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever, for death or injury to any person, including **CONTRACTOR'S** employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of an act, error, or omission by **CONTRACTOR**, Subcontractors, or their boards, officers, agents, employees, assigns, and successors in interest. The rights and remedies of **CITY** provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract. This provision will survive expiration or termination of this Contract.

#### **PSC-19. Intellectual Property Indemnification**

**CONTRACTOR**, at its own expense, shall defend, indemnify, and hold harmless the **CITY**, and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by **CITY**, including but not limited to, costs of experts and consultants), damages or liability of any nature arising out of the infringement, actual or alleged, direct or contributory, of any intellectual property rights, including, without limitation, patent, copyright, trademark, trade secret, right of publicity, and proprietary information: (1) on or in any design, medium, matter, article, process, method, application, equipment, device, instrumentation, software, hardware, or firmware used by **CONTRACTOR**, or its Subcontractors, in performing the work under this Contract; or (2) as a result of **CITY'S** actual or intended use of any Work Product (as defined in PSC-21) furnished by **CONTRACTOR**, or its Subcontractors, under this Contract. The rights and remedies of **CITY** provided in this section shall not be exclusive

and are in addition to any other rights and remedies provided by law or under this Contract. This provision will survive expiration or termination of this Contract.

**PSC-20. Intellectual Property Warranty**

**CONTRACTOR** represents and warrants that its performance of all obligations under this Contract does not infringe in any way, directly or contributorily, upon any third party's intellectual property rights, including, without limitation, patent, copyright, trademark, trade secret, right of publicity and proprietary information.

**PSC-21. Ownership and License**

Unless otherwise provided for herein, all finished and unfinished works, tangible or not, created under this Contract including, without limitation, documents, materials, data, reports, manuals, specifications, artwork, drawings, sketches, blueprints, studies, memoranda, computation sheets, computer programs and databases, schematics, photographs, video and audiovisual recordings, sound recordings, marks, logos, graphic designs, notes, websites, domain names, inventions, processes, formulas, matters and combinations thereof, and all forms of intellectual property originated and prepared by **CONTRACTOR** or its Subcontractors under this Contract (each a "Work Product"; collectively "Work Products") shall be and remain the exclusive property of **CITY** for its use in any manner **CITY** deems appropriate. **CONTRACTOR** hereby assigns to **CITY** all goodwill, copyright, trademark, patent, trade secret and all other intellectual property rights worldwide in any Work Products originated and prepared under this Contract. **CONTRACTOR** further agrees to execute any documents necessary for **CITY** to perfect, memorialize, or record **CITY'S** ownership of rights provided herein.

**CONTRACTOR** agrees that a monetary remedy for breach of this Contract may be inadequate, impracticable, or difficult to prove and that a breach may cause **CITY** irreparable harm. **CITY** may therefore enforce this requirement by seeking injunctive relief and specific performance, without any necessity of showing actual damage or irreparable harm. Seeking injunctive relief or specific performance does not preclude **CITY** from seeking or obtaining any other relief to which **CITY** may be entitled.

For all Work Products delivered to **CITY** that are not originated or prepared by **CONTRACTOR** or its Subcontractors under this Contract, **CONTRACTOR** shall secure a grant, at no cost to **CITY**, for a non-exclusive perpetual license to use such Work Products for any **CITY** purposes.

**CONTRACTOR** shall not provide or disclose any Work Product to any third party without prior written consent of **CITY**.

Any subcontract entered into by **CONTRACTOR** relating to this Contract shall include this provision to contractually bind its Subcontractors performing work under this Contract such that **CITY'S** ownership and license rights of all Work Products are preserved and protected as intended herein.

**PSC-22. Data Protection**

- A. **CONTRACTOR** shall protect, using the most secure means and technology that is commercially available, **CITY**-provided data or consumer-provided data acquired in the course and scope of this Contract, including but not limited to customer lists and customer credit card or consumer data, (collectively, the "City Data"). **CONTRACTOR** shall notify **CITY** in writing as soon as reasonably feasible, and in any event within twenty-four hours, of **CONTRACTOR'S** discovery or reasonable belief of any unauthorized access of City Data (a "Data Breach"), or of any incident affecting, or potentially affecting City Data related to cyber security (a "Security Incident"), including, but not limited to, denial of service attack, and system outage, instability or degradation due to computer malware or virus. **CONTRACTOR** shall begin remediation immediately. **CONTRACTOR** shall provide daily updates, or more frequently if required by **CITY**, regarding findings and actions performed by **CONTRACTOR** until the Data Breach or Security Incident has been effectively resolved to **CITY'S** satisfaction. **CONTRACTOR** shall conduct an investigation of the Data Breach or Security Incident and shall share the report of the investigation with **CITY**. At **CITY'S** sole discretion, **CITY** and its authorized agents shall have the right to lead or participate in the investigation. **CONTRACTOR** shall cooperate fully with **CITY**, its agents and law enforcement.
- B. If **CITY** is subject to liability for any Data Breach or Security Incident, then **CONTRACTOR** shall fully indemnify and hold harmless **CITY** and defend against any resulting actions.

**PSC-23. Insurance**

During the term of this Contract and without limiting **CONTRACTOR'S** obligation to indemnify, hold harmless and defend **CITY**, **CONTRACTOR** shall provide and maintain at its own expense a program of insurance having the coverages and limits not less than the required amounts and types as determined by the Office of the City Administrative Officer of Los Angeles, Risk Management (template Form General 146 in Exhibit 1 hereto). The insurance must: (1) conform to **CITY'S** requirements; (2) comply with the Insurance Contractual Requirements (Form General 133 in Exhibit 1 hereto); and (3) otherwise be in a form acceptable to the Office of the City Administrative Officer, Risk Management. **CONTRACTOR** shall comply with all Insurance Contractual Requirements shown on Exhibit 1 hereto. Exhibit 1 is hereby incorporated by reference and made a part of this Contract.

**PSC-24. Best Terms**

Throughout the term of this Contract, **CONTRACTOR**, shall offer **CITY** the best terms, prices, and discounts that are offered to any of **CONTRACTOR'S** customers for similar goods and services provided under this Contract.

**PSC-25. Warranty and Responsibility of Contractor**

**CONTRACTOR** warrants that the work performed hereunder shall be completed in a manner consistent with professional standards practiced among those firms within **CONTRACTOR'S** profession, doing the same or similar work under the same or similar circumstances.

**PSC-26. Mandatory Provisions Pertaining to Non-Discrimination in Employment**

Unless otherwise exempt, this Contract is subject to the applicable non-discrimination, equal benefits, equal employment practices, and affirmative action program provisions in LAAC Section 10.8 et seq., as amended from time to time.

- A. **CONTRACTOR** shall comply with the applicable non-discrimination and affirmative action provisions of the laws of the United States of America, the State of California, and **CITY**. In performing this Contract, **CONTRACTOR** shall not discriminate in any of its hiring or employment practices against any employee or applicant for employment because of such person's race, color, religion, national origin, ancestry, sex, sexual orientation, gender, gender identity, age, disability, domestic partner status, marital status or medical condition.
- B. The requirements of Section 10.8.2.1 of the LAAC, the Equal Benefits Ordinance, and the provisions of Section 10.8.2.1(f) are incorporated and made a part of this Contract by reference.
- C. The provisions of Section 10.8.3 of the LAAC are incorporated and made a part of this Contract by reference and will be known as the "Equal Employment Practices" provisions of this Contract.
- D. The provisions of Section 10.8.4 of the LAAC are incorporated and made a part of this Contract by reference and will be known as the "Affirmative Action Program" provisions of this Contract.

Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

**PSC-27. Child Support Assignment Orders**

**CONTRACTOR** shall comply with the Child Support Assignment Orders Ordinance, Section 10.10 of the LAAC, as amended from time to time. Pursuant to Section 10.10(b) of the LAAC, **CONTRACTOR** shall fully comply with all applicable State and Federal employment reporting requirements. Failure of **CONTRACTOR** to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignment or Notices of Assignment, or the failure of any principal owner(s) of **CONTRACTOR** to comply with any Wage and Earnings Assignment or Notices of Assignment applicable to them personally, shall constitute a default by the **CONTRACTOR** under this Contract. Failure of **CONTRACTOR** or principal owner to cure

the default within 90 days of the notice of default will subject this Contract to termination for breach. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

**PSC-28. Living Wage Ordinance**

**CONTRACTOR** shall comply with the Living Wage Ordinance, LAAC Section 10.37 *et seq.*, as amended from time to time. **CONTRACTOR** further agrees that it shall comply with federal law proscribing retaliation for union organizing. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

**PSC-29. Service Contractor Worker Retention Ordinance**

**CONTRACTOR** shall comply with the Service Contractor Worker Retention Ordinance, LAAC Section 10.36 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

**PSC-30. Access and Accommodations**

**CONTRACTOR** represents and certifies that:

- A. **CONTRACTOR** shall comply with the Americans with Disabilities Act, as amended, 42 U.S.C. Section 12101 *et seq.*, the Rehabilitation Act of 1973, as amended, 29 U.S.C. Section 701 *et seq.*, the Fair Housing Act, and its implementing regulations and any subsequent amendments, and California Government Code Section 11135;
- B. **CONTRACTOR** shall not discriminate on the basis of disability or on the basis of a person's relationship to, or association with, a person who has a disability;
- C. **CONTRACTOR** shall provide reasonable accommodation upon request to ensure equal access to **CITY**-funded programs, services and activities;
- D. Construction will be performed in accordance with the Uniform Federal Accessibility Standards (UFAS), 24 C.F.R. Part 40; and
- E. The buildings and facilities used to provide services under this Contract are in compliance with the federal and state standards for accessibility as set forth in the 2010 ADA Standards, California Title 24, Chapter 11, or other applicable federal and state law.

**CONTRACTOR** understands that **CITY** is relying upon these certifications and representations as a condition to funding this Contract. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.



**PSC-31. Contractor Responsibility Ordinance**

**CONTRACTOR** shall comply with the Contractor Responsibility Ordinance, LAAC Section 10.40 *et seq.*, as amended from time to time.

**PSC-32. Business Inclusion Program**

Unless otherwise exempted prior to bid submission, **CONTRACTOR** shall comply with all aspects of the Business Inclusion Program as described in the Request for Proposal/Qualification process, throughout the duration of this Contract. **CONTRACTOR** shall utilize the Business Assistance Virtual Network ("BAVN") at <https://www.labavn.org/>, to perform and document outreach to Minority, Women, and Other Business Enterprises. **CONTRACTOR** shall perform subcontractor outreach activities through BAVN. **CONTRACTOR** shall not change any of its designated Subcontractors or pledged specific items of work to be performed by these Subcontractors, nor shall **CONTRACTOR** reduce their level of effort, without prior written approval of **CITY**.

**PSC-33. Slavery Disclosure Ordinance**

**CONTRACTOR** shall comply with the Slavery Disclosure Ordinance, LAAC Section 10.41 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

**PSC-34. First Source Hiring Ordinance**

**CONTRACTOR** shall comply with the First Source Hiring Ordinance, LAAC Section 10.44 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

**PSC-35. Local Business Preference Ordinance**

**CONTRACTOR** shall comply with the Local Business Preference Ordinance, LAAC Section 10.47 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

**PSC-36. Iran Contracting Act**

In accordance with California Public Contract Code Sections 2200-2208, all contractors entering into, or renewing contracts with **CITY** for goods and services estimated at \$1,000,000 or more are required to complete, sign, and submit the "Iran Contracting Act of 2010 Compliance Affidavit."

**PSC-37. Restrictions on Campaign Contributions and Fundraising in City Elections**

Unless otherwise exempt, if this Contract is valued at \$100,000 or more and requires approval by an elected **CITY** office, **CONTRACTOR**, **CONTRACTOR'S** principals, and **CONTRACTOR'S** Subcontractors expected to receive at least \$100,000 for performance under the Contract, and the principals of those Subcontractors (the "Restricted Persons")

shall comply with Charter Section 470(c)(12) and LAMC Section 49.7.35. Failure to comply entitles **CITY** to terminate this Contract and to pursue all available legal remedies. Charter Section 470(c)(12) and LAMC Section 49.7.35 limit the ability of the Restricted Persons to make campaign contributions to and engage in fundraising for certain elected **CITY** officials or candidates for elected **CITY** office for twelve months after this Contract is signed. Additionally, a **CONTRACTOR** subject to Charter Section 470(c)(12) is required to comply with disclosure requirements by submitting a completed and signed Ethics Commission Form 55 and to amend the information in that form as specified by law. Any **CONTRACTOR** subject to Charter Section 470(c)(12) shall include the following notice in any contract with any Subcontractor expected to receive at least \$100,000 for performance under this Contract:

“Notice Regarding Restrictions on Campaign Contributions and Fundraising in City Elections

You are a subcontractor on City of Los Angeles Contract #\_\_\_\_\_. Pursuant to the City of Los Angeles Charter Section 470(c)(12) and related ordinances, you and your principals are prohibited from making campaign contributions to and fundraising for certain elected City of Los Angeles (“**CITY**”) officials and candidates for elected **CITY** office for twelve months after the **CITY** contract is signed. You are required to provide the names and contact information of your principals to the **CONTRACTOR** and to amend that information within ten business days if it changes during the twelve month time period. Failure to comply may result in termination of this Contract and any other available legal remedies. Information about the restrictions may be found online at [ethics.lacity.org](http://ethics.lacity.org) or by calling the Los Angeles City Ethics Commission at (213) 978-1960.”

**PSC-38. Contractors’ Use of Criminal History for Consideration of Employment Applications**

**CONTRACTOR** shall comply with the City Contractors’ Use of Criminal History for Consideration of Employment Applications Ordinance, LAAC Section 10.48 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

**PSC-39. Limitation of City’s Obligation to Make Payment to Contractor**

Notwithstanding any other provision of this Contract, including any exhibits or attachments incorporated therein, and in order for **CITY** to comply with its governing legal requirements, **CITY** shall have no obligation to make any payments to **CONTRACTOR** unless **CITY** shall have first made an appropriation of funds equal to or in excess of its obligation to make any payments as provided in this Contract. **CONTRACTOR** agrees that any services provided by **CONTRACTOR**, purchases made by **CONTRACTOR** or expenses incurred by **CONTRACTOR** in excess of the appropriation(s) shall be free and without charge to **CITY** and **CITY** shall have no obligation to pay for the services, purchases or expenses. **CONTRACTOR** shall have no obligation to provide any services,

provide any equipment or incur any expenses in excess of the appropriated amount(s) until **CITY** appropriates additional funds for this Contract.

**PSC-40. Compliance with Identity Theft Laws and Payment Card Data Security Standards**

**CONTRACTOR** shall comply with all identity theft laws including without limitation, laws related to: (1) payment devices; (2) credit and debit card fraud; and (3) the Fair and Accurate Credit Transactions Act ("FACTA"), including its requirement relating to the content of transaction receipts provided to Customers. **CONTRACTOR** also shall comply with all requirements related to maintaining compliance with Payment Card Industry Data Security Standards ("PCI DSS"). During the performance of any service to install, program or update payment devices equipped to conduct credit or debit card transactions, including PCI DSS services, **CONTRACTOR** shall verify proper truncation of receipts in compliance with FACTA.

**PSC-41. Compliance with California Public Resources Code Section 5164**

California Public Resources Code Section 5164 prohibits a public agency from hiring a person for employment or as a volunteer to perform services at any park, playground, or community center used for recreational purposes in a position that has supervisory or disciplinary authority over any minor, if the person has been convicted of certain crimes as referenced in the Penal Code, and articulated in California Public Resources Code Section 5164(a)(2).

If applicable, **CONTRACTOR** shall comply with California Public Resources Code Section 5164, and shall additionally adhere to all rules and regulations that have been adopted or that may be adopted by **CITY**. **CONTRACTOR** is required to have all employees, volunteers and Subcontractors (including all employees and volunteers of any Subcontractor) of **CONTRACTOR** working on premises to pass a fingerprint and background check through the California Department of Justice at **CONTRACTOR'S** sole expense, indicating that such individuals have never been convicted of certain crimes as referenced in the Penal Code and articulated in California Public Resources Code Section 5164(a)(2), if the individual will have supervisory or disciplinary authority over any minor.

**PSC-42. Possessory Interests Tax**

Rights granted to **CONTRACTOR** by **CITY** may create a possessory interest. **CONTRACTOR** agrees that any possessory interest created may be subject to California Revenue and Taxation Code Section 107.6 and a property tax may be levied on that possessory interest. If applicable, **CONTRACTOR** shall pay the property tax. **CONTRACTOR** acknowledges that the notice required under California Revenue and Taxation Code Section 107.6 has been provided.



**PSC-43. Confidentiality**

All documents, information and materials provided to **CONTRACTOR** by **CITY** or developed by **CONTRACTOR** pursuant to this Contract (collectively “Confidential Information”) are confidential. **CONTRACTOR** shall not provide or disclose any Confidential Information or their contents or any information therein, either orally or in writing, to any person or entity, except as authorized by **CITY** or as required by law. **CONTRACTOR** shall immediately notify **CITY** of any attempt by a third party to obtain access to any Confidential Information. This provision will survive expiration or termination of this Contract.

DRAFT

## **EXHIBIT 1**

### **INSURANCE CONTRACTUAL REQUIREMENTS**

**CONTACT** For additional information about compliance with City Insurance and Bond requirements, contact the Office of the City Administrative Officer, Risk Management at (213) 978-RISK (7475) or go online at [www.lacity.org/cao/risk](http://www.lacity.org/cao/risk). The City approved Bond Assistance Program is available for those contractors who are unable to obtain the City-required performance bonds. A City approved insurance program may be available as a low cost alternative for contractors who are unable to obtain City-required insurance.

### **CONTRACTUAL REQUIREMENTS**

#### **CONTRACTOR AGREES THAT:**

- 1. Additional Insured/Loss Payee.** The CITY must be included as an Additional Insured in applicable liability policies to cover the CITY'S liability arising out of the acts or omissions of the named insured. The CITY is to be named as an Additional Named Insured and a Loss Payee As Its Interests May Appear in property insurance in which the CITY has an interest, e.g., as a lien holder.
- 2. Notice of Cancellation.** All required insurance will be maintained in full force for the duration of its business with the CITY. By ordinance, all required insurance must provide at least thirty (30) days' prior written notice (ten (10) days for non-payment of premium) directly to the CITY if your insurance company elects to cancel or materially reduce coverage or limits prior to the policy expiration date, for any reason except impairment of an aggregate limit due to prior claims.
- 3. Primary Coverage.** CONTRACTOR will provide coverage that is primary with respect to any insurance or self-insurance of the CITY. The CITY'S program shall be excess of this insurance and non-contributing.
- 4. Modification of Coverage.** The CITY reserves the right at any time during the term of this Contract to change the amounts and types of insurance required hereunder by giving CONTRACTOR ninety (90) days' advance written notice of such change. If such change should result in substantial additional cost to CONTRACTOR, the CITY agrees to negotiate additional compensation proportional to the increased benefit to the CITY.
- 5. Failure to Procure Insurance.** All required insurance must be submitted and approved by the Office of the City Administrative Officer, Risk Management prior to the inception of any operations by CONTRACTOR.

CONTRACTOR'S failure to procure or maintain required insurance or a self-insurance program during the entire term of this Contract shall constitute a material breach of this Contract under which the CITY may immediately suspend or terminate this Contract or, at its discretion, procure or renew such insurance to protect the CITY'S interests and pay any and all premiums in connection therewith and recover all monies so paid from CONTRACTOR.

- 6. Workers' Compensation.** By signing this Contract, CONTRACTOR hereby certifies that it is aware of the provisions of Section 3700 *et seq.*, of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake

self-insurance in accordance with the provisions of that Code, and that it will comply with such provisions at all time during the performance of the work pursuant to this Contract.

**7. California Licensee.** All insurance must be provided by an insurer admitted to do business in California or written through a California-licensed surplus lines broker or through an insurer otherwise acceptable to the CITY. Non-admitted coverage must contain a **Service of Suit** clause in which the underwriters agree to submit as necessary to the jurisdiction of a California court in the event of a coverage dispute. Service of process for this purpose must be allowed upon an agent in California designated by the insurer or upon the California Insurance Commissioner.

**8. Aggregate Limits/Impairment.** If any of the required insurance coverages contain annual aggregate limits, CONTRACTOR must give the CITY written notice of any pending claim or lawsuit which will materially diminish the aggregate within thirty (30) days of knowledge of same. You must take appropriate steps to restore the impaired aggregates or provide replacement insurance protection within thirty (30) days of knowledge of same. The CITY has the option to specify the minimum acceptable aggregate limit for each line of coverage required. No substantial reductions in scope of coverage which may affect the CITY'S protection are allowed without the CITY'S prior written consent.

**9. Commencement of Work.** For purposes of insurance coverage only, this Contract will be deemed to have been executed immediately upon any party hereto taking any steps that can be considered to be in furtherance of or towards performance of this Contract. The requirements in this Section supersede all other sections and provisions of this Contract, including, but not limited to, PSC-3, to the extent that any other section or provision conflicts with or impairs the provisions of this Section.

## Required Insurance and Minimum Limits

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Agreement/Reference: \_\_\_\_\_

Evidence of coverages checked below, with the specified minimum limits, must be submitted and approved prior to occupancy/start of operations. Amounts shown are Combined Single Limits ("CSLs"). For Automobile Liability, split limits may be substituted for a CSL if the total per occurrence equals or exceeds the CSL amount.

### Limits

---

**Workers' Compensation (WC) and Employer's Liability (EL)**

WC

Statutory

EL

\_\_\_\_\_

☐ Waiver of Subrogation in favor of City☐ Longshore & Harbor Workers☐ Jones Act

---

**General Liability**
☐ Products/Completed Operations☐ Sexual Misconduct☐ Fire Legal Liability☐ \_\_\_\_\_

---

**Automobile Liability** (for any and all vehicles used for this contract, other than commuting to/from work)

---

**Professional Liability** (Errors and Omissions)

Discovery Period \_\_\_\_\_

---

**Property Insurance** (to cover replacement cost of building - as determined by insurance company)
☐ All Risk Coverage☐ Boiler and Machinery☐ Flood☐ Builder's Risk☐ Earthquake☐ \_\_\_\_\_

---

**Pollution Liability**
☐ \_\_\_\_\_

---

**Surety Bonds - Performance and Payment (Labor and Materials) Bonds**


---

**Crime Insurance**

Other: \_\_\_\_\_

---

**APPENDIX B**

**LOS ANGELES POLICE DEPARTMENT SUMMARY RATE SHEET**

---

DRAFT

---

## COUNTY OF LOS ANGELES

## SHERIFF'S DEPARTMENT

*"A Tradition of Service"*  
Since 1850

## LOS ANGELES POLICE DEPARTMENT SUMMARY RATE SHEET

RATES for LAW ENFORCEMENT SERVICES

**FISCAL YEAR 2020-2021**

AS PUBLISHED BY THE AUDITOR-CONTROLLER

SERVICE	ANNUAL RATE	LIABILITY @ 3 %	TOTAL ANNUAL RATE
Transportation Service	\$2,984,279	\$89,528	\$3,073,807
Release Program	\$860,660	\$25,820	<u>\$886,480</u>
TOTAL ANNUAL COST:			<u><u>\$3,960,287</u></u>
TOTAL QUARTERLY FLAT RATE BILLED @ 1/4 ANNUAL CONTRACT RATE:			<u><u>\$990,072</u></u>

CLEB: 04/29/2018 JTM

April 27, 2021

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

Dear Supervisors:

**APPROVE SOLE SOURCE AMENDMENT NUMBER EIGHT  
TO EXTEND AGREEMENT NUMBER 77675 WITH NICE SYSTEMS, INC.  
FOR CONTINUED DIGITAL VOICE LOGGING RECORDER SYSTEM  
MAINTENANCE AND SUPPORT SERVICES  
(ALL DISTRICTS) (3 VOTES)**

**CIO RECOMMENDATION: APPROVE (X) APPROVE WITH MODIFICATION ( )  
DISAPPROVE ( )**

**SUBJECT**

The Los Angeles County (County) Sheriff's Department (Department) is requesting authorization from the Board to execute Sole Source Amendment Number Eight (Amendment) to extend Agreement Number 77675 (Agreement) with NICE Systems, Inc. (formerly inContact, Inc.) for continued maintenance and support services on a replacement system that will include both proprietary hardware and software (Services) for the Department's digital voice logging recorder (DVLR) system.

**IT IS RECOMMENDED THAT THE BOARD:**

Delegate authority to the Sheriff, or his authorized designee, to execute the attached Amendment to the Agreement, with NICE Systems, Inc. (Contractor), to extend the term of the Agreement for three years from May 2, 2021, through May 1, 2024, and increase the Maximum Contract Sum by \$1,894,584 for a total Maximum Contract Sum not to exceed \$5,464,825 for the term of the Agreement.

## **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

Approval of the recommended actions will allow the Department to continue receiving Services from Contractor for 47 DVLRs located at facilities throughout the County that are operated by the Department's Communications & Fleet Management Bureau (CFMB). The Amendment is necessary due to the Services being critical to maintaining the integrity of the Department's patrol operations.

The 47 DVLRs located at facilities throughout the County are used to capture and catalogue analog voice radio transmissions, 911 emergency calls, and routine calls for service. The recordings, which are encrypted using Contractor's proprietary technology, are frequently required for criminal and civil court proceedings, as well as the Department's internal investigations. These DVLRs are comprised of proprietary hardware and software that can be monitored and serviced on site, or remotely only by Contractor via the Department's Sheriff's Data Network, as the Contractor does not train non-employees to maintain its proprietary equipment or technology.

In the course of negotiations, County and Contractor agreed that the DVLR hardware had reached end-of-life and would need to be replaced to ensure system reliability. In addition, the current system operating platform is reliant on Microsoft Silverlight which will not be supported by Microsoft after October 2021. These facts have necessitated a complete hardware and software replacement. To mitigate the loss of Silverlight, the Contractor will install its newest proprietary upgraded software technology within the new hardware infrastructure. The replacement software features important operational upgrades and the same encrypted technology of the prior software platform without having a dependency on Microsoft Silverlight. The transition for the hardware/software refresh should be completed within the first 90 days of the proposed extension. Without the proposed upgrades, the Department will no longer be able to support its 24-7 mission-critical function of capturing and cataloguing 911 emergency calls.

The Los Angeles County Fire Department and Los Angeles Police Department both currently utilize similar systems and support services from this Contractor. The Contractor is the only source that can provide maintenance and support for its proprietary equipment and software. They do not allow nor train non-Contractor employees to provide the Services.

In July 2019, the Department published a Request for Information (RFI) to investigate commercial off-the-shelf DVLR systems. Five vendors responded to the RFI and conducted on-site demonstrations. After reviewing the information presented, the Department initiated the development of the functional and technical requirements for a successor system. This process has been protracted due to hiring freezes and lack of



human resources at LASD's Contracts Unit and Technology and Support Division. The Department anticipates releasing a Request for Proposals by the end of June 2022.

### **Implementation of Strategic Plan Goals**

The Services provided under this Agreement support the County's Strategic Plan, Goal III – Realize Tomorrow's Government Today, by maximizing the use of technology to efficiently and securely utilize digital voice recording technology for public safety services.

### **FISCAL IMPACT/FINANCING**

The cost of Services for the term of the Amendment totals \$1,894,584. The revised Maximum Contract Sum shall not exceed \$5,464,825 which includes a contingency fund in the amount of \$15,000 for required tear down, move, and reconfiguration (TMR). Funding is allocated in the Department's operating budget. The Sheriff's Department is responsible for ensuring it has adequate funding in its operating budgets prior to requesting and approving services under the Agreement.

The Amendment includes annual maintenance costs comparable to prior year costs, as well as additional costs spread over the proposed three-year extension period to implement a complete system hardware/software refresh, data migration services, and end-user training.

The Amendment costs and implementation timeline upon Amendment execution are as follows:

Maintenance and support services – 3 years	\$1,280,661
Implementation – 90 days	
System hardware/software refresh	450,423
Data migration services	148,500
End-user training	15,000
<hr/>	
Total Amendment Cost	\$1,894,584

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

These Services (or similar services) have been provided to the County by Contractor's predecessor(s) since 2006.

On October 18, 2011, the Board approved the Agreement with Contractor for Digital Voice Logging Recorder System Maintenance and Support Services.

On September 24, 2014, the Sheriff executed Amendment Number One to the Agreement to exercise the first one-year option term, from November 2, 2014, through November 1, 2015.

On April 24, 2015, the Sheriff executed Amendment Number Two to the Agreement to exercise the second one-year option term, from November 2, 2015, through November 1, 2016.

On August 22, 2016, the Sheriff executed Amendment Number Three to the Agreement to memorialize the conversion of Voice Print International, Inc. into a limited liability company and changing its name to Voice Print International, LLC (VPI, LLC), County's consent to the acquisition of VPI, LLC by NICE Systems Inc., and to exercise the final six-month option term, from November 2, 2016, through May 1, 2017.

On April 18, 2017, the Board approved Amendment Number Four to the Agreement to extend the Agreement for an additional two-year period with two one-year option terms, to provide continued DVLR system maintenance and support services.

On August 28, 2018, the Sheriff executed Amendment Number Five to the Agreement to memorialize the merger of VPI, LLC into inContact, Inc., a division of NICE Systems, Inc.

On April 1, 2019, the Sheriff executed Amendment Number Six to the Agreement to exercise a new one-year option term, from May 2, 2019, through May 1, 2020.

On March 12, 2020, the Sheriff executed Amendment Number Seven to the Agreement to exercise the final one-year option term, from May 2, 2020, through May 1, 2021.

On December 2, 2020, pursuant to Board policy, the Department provided your Board with advance notification regarding this proposed Amendment. It was only after the advance notification was sent, and we began negotiations with the Contractor, were we informed that the hardware was at the end of its useful life, and that we would need to update the hardware and implement a software upgrade that could be supported for the term of the proposed extension period.

The proposed Amendment memorializes a name change from NICE-inContact, Inc., to its parent company, NICE Systems, Inc.

In compliance with Board Policy 6.020 "Chief Information Office Board Letter Approval", the Office of the Chief Information Officer (OCIO) reviewed the information technology (IT) components (management, design, development, acquisition, expansion, or purchase of IT systems and/or related services) of this request and recommends

approval. The OCIO determined this recommended action does not include any new IT items that would necessitate a formal written CIO Analysis.

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

### **CONTRACTING PROCESS**

Contractor is the sole proprietor of the Department's DVLR systems. Contractor does not train, certify, license or otherwise endorse any third party to provide support, maintenance, repairs, and/or upgrade services to their proprietary DVLR technology.

The proposed Amendment amortizes the costs of the necessary system hardware and software refresh over a three-year extension period so that payments to the

Contractor are at comparable levels during the remaining term of the Agreement.

On December 2, 2020, pursuant to Board Policy 5.100, the Department provided the Board with advance notification of its intent to enter into negotiations for a sole source Amendment to extend the term of the Agreement.

### **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

Approval of this action will ensure uninterrupted Services for the critical DVLR system currently operated by the Department's CFMB.

### **CONCLUSION**

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

Sincerely,

Reviewed by:

ALEX VILLANUEVA, SHERIFF

TIMOTHY K. MURAKAMI  
UNDERSHERIFF

WILLIAM S. KEHOE  
CHIEF INFORMATION OFFICER

**AMENDMENT NUMBER EIGHT  
TO  
AGREEMENT NUMBER 77675  
FOR DIGITAL VOICE LOGGING RECORDER SYSTEM  
MAINTENANCE AND SUPPORT SERVICES**

This Amendment Number Eight (hereinafter "Amendment") to Agreement Number 77675 (hereinafter "Agreement") is entered into by and between County of Los Angeles (hereinafter "County") and NICE Systems, Inc. (hereinafter "Contractor"), a Delaware corporation, effective upon execution by both parties.

1. WHEREAS, on October 18, 2011, County and Voice Print International, Inc. (hereinafter "VPI, Inc."), a California corporation, entered into the Agreement to provide digital voice logging recorder system maintenance and support services for the Los Angeles County Sheriff's Department (hereinafter "Department"); and
2. WHEREAS, the Agreement had an Initial Term, as defined in the Agreement, with two (2) additional one-year option periods and one (1) six-month period in any increment (each an "Option Term"); and
3. WHEREAS, on September 24, 2014, County and VPI, Inc. entered into Amendment Number One to the Agreement to, among other things, extend the Term of the Agreement for its first one-year Option Term from November 2, 2014, through November 1, 2015; and
4. WHEREAS, on April 24, 2015, County and VPI, Inc. entered into Amendment Number Two to the Agreement to extend the Term of the Agreement for its second one-year Option Term from November 2, 2015, through November 1, 2016; and
5. WHEREAS, on August 22, 2016, County and Voice Print International, LLC (hereinafter "VPI, LLC") entered into Amendment Number Three to the Agreement to memorialize the conversion of VPI, Inc., a California corporation, to VPI, LLC, a California limited liability company, and County's consent to the acquisition of VPI, LLC by NICE Systems Inc., a Delaware corporation, and extend the Term of the Agreement for its final six-month Option Term from November 2, 2016, through May 1, 2017; and
6. WHEREAS, on April 18, 2017, County and VPI, LLC entered into Amendment Number Four to the Agreement to, among other things, extend the Term of the Agreement for an additional two-year period from May 2, 2017, through and including May 1, 2019, plus two additional one-year periods (each an "Option Term"); and

**AMENDMENT NUMBER EIGHT  
TO  
AGREEMENT NUMBER 77675  
FOR DIGITAL VOICE LOGGING RECORDER SYSTEM  
MAINTENANCE AND SUPPORT SERVICES**

7. WHEREAS, on August 28, 2018, County and Contractor entered into Amendment Number Five to the Agreement to memorialize the merger of VPI, LLC into inContact, Inc., a division of NICE Systems, Inc.; and
8. WHEREAS, on April 1, 2019, County and Contractor entered into Amendment Number Six of the Agreement to, among other things, exercise an additional one-year Option Term to extend the Term of the Agreement for an additional year from May 2, 2019, through and including May 1, 2020, and
9. WHEREAS, on March 12, 2020, County and Contractor entered into Amendment Number Seven of the Agreement to, among other things, exercise the second one-year Option Term and extend the Term of the Agreement from May 2, 2020, through and including May 1, 2021, and
10. WHEREAS, pursuant to Paragraph 39.0 (Assignment by Contractor) of the Agreement, Contractor shall not assign its rights and/or delegate its duties under the Agreement, or both, whether in whole or in part, without the prior written consent of County; and
11. WHEREAS, Contractor desires to memorialize the name change from NICE-inContact, Inc. to its parent company NICE Systems, Inc.; and
12. WHEREAS, NICE Systems, Inc. desires to take over, assume, perform, and complete the Agreement; and
13. WHEREAS, County has reviewed and considered the information provided by NICE Systems, Inc. and has confirmed that NICE Systems, Inc. can effectively provide the services and assume the duties set forth in the Agreement; and
14. WHEREAS, County consents to the assignment of the Agreement to NICE Systems, Inc.; and
15. WHEREAS, the Agreement currently expires on May 1, 2021; and
16. WHEREAS, County desires to extend the Term of the Agreement for an additional three-year period from May 2, 2021, through and including May 1, 2024,; and
17. WHEREAS, County and Contractor agree to memorialize the name change from NICE-inContact, Inc. to its parent company, NICE Systems, Inc. and (1) extend the Term of the Agreement from May 2, 2021, through and including May 1, 2024,

**AMENDMENT NUMBER EIGHT  
TO  
AGREEMENT NUMBER 77675  
FOR DIGITAL VOICE LOGGING RECORDER SYSTEM  
MAINTENANCE AND SUPPORT SERVICES**

(2) increase the Maximum Contract Sum by \$1,894,584.08, (3) update the County-mandated provision regarding Counterparts and Electronic Signatures and Representations, (4) add the County-mandated provision regarding Prohibition from Participation in Future Solicitation(s), and (5) amend and restate Exhibit D (Equipment List and Price Schedule) of the Agreement to update the pricing schedule in accordance with the Term extension.

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

1. Paragraph 7.0 (Term) of the Agreement is deleted in its entirety and replaced as follows to extend the Term of the Agreement for three years from May 2, 2021, through and including May 1, 2024:

**7.0 TERM**

- 7.1 The Term of this Agreement shall commence November 2, 2011, and shall terminate on May 1, 2024, unless terminated earlier in whole or in part, as provided in this Agreement.
- 7.2 The County maintains a database that tracks/monitors contractor performance history. Information entered into this database may be used for a variety of purposes, including determining whether the County will exercise an Option Term extension of the Agreement.
- 7.3 Contractor shall notify the Department when this Agreement is within six (6) months from the expiration of the Term as provided for hereinabove. Upon occurrence of this event, Contractor shall send written notification to the County Project Director at the address herein provided in Subparagraph 3.1.1.

2. Subparagraph 8.2 (Maximum Contract Sum) of Paragraph 8.0 (Prices and Fees) of the Agreement is deleted in its entirety and replaced as follows to increase the Maximum Contract Sum by \$1,894,584.08:

**8.2 Maximum Contract Sum**

The "Maximum Contract Sum" under this Agreement shall be the total monetary amount that would be payable by County to Contractor for providing required Work under this Agreement for the

**AMENDMENT NUMBER EIGHT  
TO  
AGREEMENT NUMBER 77675  
FOR DIGITAL VOICE LOGGING RECORDER SYSTEM  
MAINTENANCE AND SUPPORT SERVICES**

Term, inclusive of TMR services as defined in Paragraph 8.3. The Maximum Contract Sum for this Agreement, including applicable Taxes, authorized by County hereunder shall not, expressly or by implication, exceed \$5,464,824.52 and shall be allocated as set forth in Exhibit D (Equipment List and Price Schedule). Contractor acknowledges and agrees that the Maximum Contract Sum is an all-inclusive, not-to-exceed price that is an agreed upon assessment of the amount to be paid by County to Contractor for the Term of the Agreement.

3. Paragraph 58.0 (Facsimile) of Exhibit A (Additional Terms and Conditions) of the Agreement is deleted in its entirety and replaced as follows to update the County-mandated provision:

**58.0 COUNTERPARTS AND ELECTRONIC SIGNATURES AND REPRESENTATIONS**

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same Agreement. The facsimile, email or electronic signature of the Parties shall be deemed to constitute original signatures, and facsimile or electronic copies hereof shall 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 6.0 (Change Orders and Amendments) of this Agreement 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 Agreement.

4. Paragraph 69.0 (Prohibition from Participation in Future Solicitation(s)) is added to Exhibit A (Additional Terms and Conditions) of the Agreement as follows to add the County-mandated provision:

**69.0 PROHIBITION FROM PARTICIPATION IN FUTURE SOLICITATION(S)**

A Proposer, or a Contractor or its subsidiary or Subcontractor

**AMENDMENT NUMBER EIGHT  
TO  
AGREEMENT NUMBER 77675  
FOR DIGITAL VOICE LOGGING RECORDER SYSTEM  
MAINTENANCE AND SUPPORT SERVICES**

("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 shall result in the disqualification of the Contractor/Proposer from participation in the County solicitation or the termination or cancellation of any resultant County contract. This provision shall survive the expiration, or other termination of this Agreement.

5. Exhibit D (Equipment List and Price Schedule) of the Agreement is deleted in its entirety and replaced with the Amended and Restated Exhibit D (Equipment List and Price Schedule), attached hereto, to update the pricing schedule in accordance with the Term Extension.
6. Except as expressly provided in this Amendment, all other provisions, terms, and conditions of the Agreement shall remain the same and in full force and effect.
7. Contractor represents and warrants that the person executing this Amendment for Contractor is an authorized agent who has actual authority to bind Contractor to each and every item, condition, and obligation of the Amendment and that all requirements of Contractor have been fulfilled to provide such actual authority.



**AMENDMENT NUMBER EIGHT  
TO  
AGREEMENT NUMBER 77675  
FOR DIGITAL VOICE LOGGING RECORDER SYSTEM  
MAINTENANCE AND SUPPORT SERVICES**

IN WITNESS WHEREOF, the parties hereto have caused this Amendment Number Eight to be executed by their duly authorized representatives on the dates written below.

COUNTY OF LOS ANGELES  
ALEX VILLANUEVA, SHERIFF

By: \_\_\_\_\_  
TIMOTHY K. MURAKAMI,  
UNDERSHERIFF

Date: \_\_\_\_\_

NICE SYSTEMS, INC.

Signed: \_\_\_\_\_

Printed: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED AS TO FORM:  
RODRIGO A. CASTRO-SILVA  
County Counsel

By: \_\_\_\_\_  
CAMMY C. DuPONT  
Principal Deputy County Counsel

LOS ANGELES COUNTY SHERIFF'S DEPARTMENT  
Digital Voice Logging Recorder System Maintenance and Support Services  
EQUIPMENT LIST AND PRICE SCHEDULE - INCONTACT, INC.

	Location	MODEL	UPGRADE SERIAL #	YEAR 1 Initial Term Price	YEAR 2 Initial Term Price	YEAR 3 Initial Term Price	YEAR 4 Option Term 1 Price	YEAR 5 Option Term 2 Price	6 MONTH Option Term 3 Price	Location	MODEL	UPGRADE SERIAL #	YEAR 1 Amendment 4 Price	YEAR 2 Amendment 4 Price	YEAR 3 Option Term 1 Price	YEAR 4 Option Term 2 Price
1	Alladena	VP-MXCH	51399	4,736.77	4,867.03	5,000.87	5,138.39	5,279.70	2,639.85	Alladena	VP-SD	54819	5,438.09	5,601.23	5,769.26	5,942.34
2	Avalon	VP-MXCH	51456	4,736.77	4,867.03	5,000.87	5,138.39	5,279.70	2,639.85	Antelope Valley College	VP-MBX	55218	5,438.09	5,601.23	5,769.26	5,942.34
3	Bellflower	VP-MXCH	51434	4,736.77	4,867.03	5,000.87	5,138.39	5,279.70	2,639.85	Avalon	VP-MBX	55042	5,438.09	5,601.23	5,769.26	5,942.34
4	Carson	VP-MXCH	51444	4,736.77	4,867.03	5,000.87	5,138.39	5,279.70	2,639.85	Bellflower	VP-MBX	54820	5,438.09	5,601.23	5,769.26	5,942.34
5	Lynwood	VP-MXCH	51431	4,736.77	4,867.03	5,000.87	5,138.39	5,279.70	2,639.85	Carson	VP-MBX	54821	5,438.09	5,601.23	5,769.26	5,942.34
6	Cerritos	VP-MXCH	51459	4,736.77	4,867.03	5,000.87	5,138.39	5,279.70	2,639.85	Century (Lynwood)	VP-MBX	54895	5,438.09	5,601.23	5,769.26	5,942.34
7	Compton	VP-MXCH	51419	4,736.77	4,867.03	5,000.87	5,138.39	5,279.70	2,639.85	Cerritos	VP-MBX	54937	5,438.09	5,601.23	5,769.26	5,942.34
8	E LA	VP-MXCH	51319	4,736.77	4,867.03	5,000.87	5,138.39	5,279.70	2,639.85	Comm Ctr	VP-MBX	54718	21,752.41	22,404.98	23,077.13	24,769.44
9	Emerg Ops Bureau	VP-MXCH	51454	4,736.77	4,867.03	5,000.87	5,138.39	5,279.70	2,639.85	Comm Ctr	VP-MBX	54745	21,752.41	22,404.98	23,077.13	24,769.44
10	Industry	VP-MXCH	51428	4,736.77	4,867.03	5,000.87	5,138.39	5,279.70	2,639.85	Comm Ctr	VP-MBX	54747	21,752.41	22,404.98	23,077.13	24,769.44
11	Commerce	VP-MXCH	51436	4,736.77	4,867.03	5,000.87	5,138.39	5,279.70	2,639.85	Comm Ctr	VP-MBX	54749	21,752.41	22,404.98	23,077.13	24,769.44
12	La Mirada	VP-MXCH	51911	4,736.77	4,867.03	5,000.87	5,138.39	5,279.70	2,639.85	Comm Ctr	VP-MBX	54752	21,752.41	22,404.98	23,077.13	24,769.44
13	La Crescenta	VP-MXCH	51400	4,736.77	4,867.03	5,000.87	5,138.39	5,279.70	2,639.85	Comm Ctr	VP-MBX	54760	21,752.41	22,404.98	23,077.13	24,769.44
14	Lakewood	VP-MXCH	51435	4,736.77	4,867.03	5,000.87	5,138.39	5,279.70	2,639.85	Comm Ctr	VP-MBX	54762	21,752.41	22,404.98	23,077.13	24,769.44
15	Lancaster	VP-MXCH	51455	4,736.77	4,867.03	5,000.87	5,138.39	5,279.70	2,639.85	Comm Ctr	VP-MBX	54763	21,752.41	22,404.98	23,077.13	24,769.44
16	Lawndale	MN4-TK	51867	3,011.73	3,094.55	3,179.65	3,267.09	3,356.94	1,678.47	Comm Ctr - Temp	VP-MXCH	TBD	5,438.09	5,601.23	5,769.26	5,942.34
17	South LA (was Lennox)	VP-MXCH	51417	4,736.77	4,867.03	5,000.87	5,138.39	5,279.70	2,639.85	Compton	VP-MBX	54818	5,438.09	5,601.23	5,769.26	5,942.34
18	Lomita	VP-MXCH	51450	4,736.77	4,867.03	5,000.87	5,138.39	5,279.70	2,639.85	East LA	VP-MBX	54823	5,438.09	5,601.23	5,769.26	5,942.34
19	Agoura	VP-MXCH	51442	4,736.77	4,867.03	5,000.87	5,138.39	5,279.70	2,639.85	Emerg Ops Bureau	VP-MBX	54824	5,438.09	5,601.23	5,769.26	5,942.34
20	Marina Del Rey	VP-MXCH	51453	4,736.77	4,867.03	5,000.87	5,138.39	5,279.70	2,639.85	Hall of Records	VP-MBX	55210	5,438.09	5,601.23	5,769.26	5,942.34
21	Norwalk	VP-MXCH	51421	4,736.77	4,867.03	5,000.87	5,138.39	5,279.70	2,639.85	Industry	VP-MBX	54825	5,438.09	5,601.23	5,769.26	5,942.34
22	Palmdale	VP-MXCH	51430	4,736.77	4,867.03	5,000.87	5,138.39	5,279.70	2,639.85	Internal Affairs	VP-MBX	54822	5,438.09	5,601.23	5,769.26	5,942.34
23	Pico Rivera	VP-MXCH	51422	4,736.77	4,867.03	5,000.87	5,138.39	5,279.70	2,639.85	Harbor & UCLA Hospital	VP-MBX	55179	3,457.64	3,561.38	3,668.22	3,778.27
24	San Dimas	VP-MXCH	51432	4,736.77	4,867.03	5,000.87	5,138.39	5,279.70	2,639.85	Crescenta Valley (La Crescenta)	VP-MBX	55008	5,438.09	5,601.23	5,769.26	5,942.34
25	Valencia	VP-MXCH	51429	4,736.77	4,867.03	5,000.87	5,138.39	5,279.70	2,639.85	Lakewood	VP-MBX	55029	5,438.09	5,601.23	5,769.26	5,942.34
26	Monterey Park	VP-MXCH	51809	4,736.77	4,867.03	5,000.87	5,138.39	5,279.70	2,639.85	Lancaster	VP-MBX	54826	5,438.09	5,601.23	5,769.26	5,942.34
27	Temple City	VP-MXCH	51402	4,736.77	4,867.03	5,000.87	5,138.39	5,279.70	2,639.85	Lawndale	VP-MBX	55208	3,457.64	3,561.38	3,668.22	3,778.27
28	Transit Svc Bur	VP-MXCH	51420	4,736.77	4,867.03	5,000.87	5,138.39	5,279.70	2,639.85	Lomita	VP-MBX	54828	5,438.09	5,601.23	5,769.26	5,942.34
29	Walnut	VP-MXCH	51433	4,736.77	4,867.03	5,000.87	5,138.39	5,279.70	2,639.85	LAC & USC Hospital Dispatch	VP-MBX	55177	3,457.64	3,561.38	3,668.22	3,778.27
30	W Hollywood	VP-MXCH	51418	4,736.77	4,867.03	5,000.87	5,138.39	5,279.70	2,639.85	Lost Hills (Agoura)	VP-MBX	54827	5,438.09	5,601.23	5,769.26	5,942.34
31	E LA College	VP-MXCH	51320	4,736.77	4,867.03	5,000.87	5,138.39	5,279.70	2,639.85	Marina Del Rey	VP-MBX	54829	5,438.09	5,601.23	5,769.26	5,942.34
32	LA City College	VP-MXCH	51457	4,736.77	4,867.03	5,000.87	5,138.39	5,279.70	2,639.85	MLK Hospital Dispatch	VP-MBX	55178	3,457.64	3,561.38	3,668.22	3,778.27
33	LA Trade Tech	VP-MXCH	51401	4,736.77	4,867.03	5,000.87	5,138.39	5,279.70	2,639.85	Monterey Park	VP-MBX	54924	5,438.09	5,601.23	5,769.26	5,942.34
34	LA Mission College	VP-MXCH	51427	4,736.77	4,867.03	5,000.87	5,138.39	5,279.70	2,639.85	Network Group Test/Norwalk	VP-MBX	55292	5,438.09	5,601.23	5,769.26	5,942.34
35	LA Harbor College	VP-MXCH	51449	4,736.77	4,867.03	5,000.87	5,138.39	5,279.70	2,639.85	Olive View Hospital	VP-MBX	55176	3,457.64	3,561.38	3,668.22	3,778.27
36	LA Valley College	VP-MXCH	51437	4,736.77	4,867.03	5,000.87	5,138.39	5,279.70	2,639.85	Palmdale	VP-MBX	55043	5,438.09	5,601.23	5,769.26	5,942.34
37	Pierce College	VP-MXCH	51451	4,736.77	4,867.03	5,000.87	5,138.39	5,279.70	2,639.85	Paramount	VP-MBX	55209	5,438.09	5,601.23	5,769.26	5,942.34
38	W LA College	VP-MXCH	51440	4,736.77	4,867.03	5,000.87	5,138.39	5,279.70	2,639.85	Pico Rivera	VP-MBX	54830	5,438.09	5,601.23	5,769.26	5,942.34
39	SW College	VP-MXCH	51458	4,736.77	4,867.03	5,000.87	5,138.39	5,279.70	2,639.85	Rancho Los Amigos Hospital	VP-MBX	55180	3,457.64	3,561.38	3,668.22	3,778.27
40	Comm Ctr	VP-MXCH	51240	18,947.10	19,468.14	20,003.52	20,553.62	21,118.84	10,559.42	San Dimas	VP-MBX	55072	5,438.09	5,601.23	5,769.26	5,942.34
41	Comm Ctr	VP-MXCH	51244	18,947.10	19,468.14	20,003.52	20,553.62	21,118.84	10,559.42	Santa Clarita/Valencia	VP-MBX	54983	5,438.09	5,601.23	5,769.26	5,942.34
42	Comm Ctr	VP-MXCH	51245	18,947.10	19,468.14	20,003.52	20,553.62	21,118.84	10,559.42	South LA	VP-MBX	55214	5,438.09	5,601.23	5,769.26	5,942.34
43	Comm Ctr	VP-MXCH	51243	18,947.10	19,468.14	20,003.52	20,553.62	21,118.84	10,559.42	Temple City	VP-MBX	54840	5,438.09	5,601.23	5,769.26	5,942.34
44	Comm Ctr	VP-MXCH	51241	18,947.10	19,468.14	20,003.52	20,553.62	21,118.84	10,559.42	Transit Svc Bur	VP-MBX	54817	5,438.09	5,601.23	5,769.26	5,942.34
45	Comm Ctr	VP-MXCH	51242	18,947.10	19,468.14	20,003.52	20,553.62	21,118.84	10,559.42	Twin Towers	VP-MBX	55207	5,438.09	5,601.23	5,769.26	5,942.34
46	Comm Ctr	VP-MXCH	51239	18,947.10	19,468.14	20,003.52	20,553.62	21,118.84	10,559.42	Walnut	VP-MBX	54831	5,438.09	5,601.23	5,769.26	5,942.34
47	Comm Ctr	VP-MXCH	51238	18,947.10	19,468.14	20,003.52	20,553.62	21,118.84	10,559.42	W Hollywood	VP-MBX	54832	5,438.09	5,601.23	5,769.26	5,942.34
48	Training	VP-MXCH	TBD	4,736.77	4,867.03	5,000.87	5,138.39	5,279.70	2,639.85							
				\$ 339,322.56	\$ 348,653.84	\$ 358,241.74	\$ 368,093.26	\$ 378,215.96	\$ 189,107.98				\$ 374,222.09	\$ 385,448.71	\$ 397,011.94	\$ 416,922.36

Location	MODEL	UPGRADE SERIAL #	YEAR 1 Amendment 8 Price	YEAR 2 Amendment 8 Price	YEAR 3 Amendment 8 Price
Alladena	VP-MXCH	51399	8,700.00	9,100.00	9,300.00
Avalon	VP-MXCH	51456	8,700.00	9,100.00	9,300.00
Data Systems DSB/SDN	VP-MXCH	51434	8,700.00	9,100.00	9,300.00
Carson	VP-MXCH	51444	8,700.00	9,100.00	9,300.00
Lynwood/Century	VP-MXCH	51431	8,700.00	9,100.00	9,300.00
Cerritos	VP-MXCH	51459	8,700.00	9,100.00	9,300.00
Compton	VP-MXCH	51419	8,700.00	9,100.00	9,300.00
E LA	VP-MXCH	51319	8,700.00	9,100.00	9,300.00
County Service Bureau	VP-MXCH	51454	8,700.00	9,100.00	9,300.00
Industry	VP-MXCH	51428	8,700.00	9,100.00	9,300.00
Commerce/Internal Affairs	VP-MXCH	51436	8,700.00	9,100.00	9,300.00
La Mirada	VP-MXCH	51911	8,700.00	9,100.00	9,300.00
La Crescenta	VP-MXCH	51400	8,700.00	9,100.00	9,300.00
Lakewood	VP-MXCH	51435	8,700.00	9,100.00	9,300.00
Lancaster	VP-MXCH	51455	8,700.00	9,100.00	9,300.00
Lawndale	MN4-TK	51867	6,638.00	8,233.00	9,300.00
South LA (was Lennox)	VP-MXCH	51417	8,700.00	9,100.00	9,300.00
Lomita	VP-MXCH	51450	8,700.00	9,100.00	9,300.00
Agoura	VP-MXCH	51442	8,700.00	9,100.00	9,300.00
Marina Del Rey	VP-MXCH	51453	8,700.00	9,100.00	9,300.00
Norwalk	VP-MXCH	51421	8,700.00	9,100.00	9,300.00
Palmdale	VP-MXCH	51430	8,700.00	9,100.00	9,300.00
Pico Rivera	VP-MXCH	51422	8,700.00	9,100.00	9,300.00
San Dimas	VP-MXCH	51432	8,700.00	9,100.00	9,300.00
Valencia/Santa Clarita	VP-MXCH	51429	8,700.00	9,482.00	9,300.00
Monterey Park	VP-MXCH	51809	8,700.00	10,295.00	9,300.00
Temple City	VP-MXCH	51402	8,700.00	10,295.00	9,300.00
Transit Svc Bur	VP-MXCH	51420	8,700.00	10,295.00	9,300.00
Walnut	VP-MXCH	51433	8,700.00	9,100.00	9,300.00
W Hollywood	VP-MXCH	51418	8,700.00	9,100.00	9,300.00
TTCF	VP-MXCH	55207	8,700.00	9,100.00	9,300.00
Harbor UCLA	VP-MXCH	55179	8,700.00	9,100.00	9,300.00
LAC-USC Medical Center	VP-MXCH	55177	8,700.00	9,100.00	9,300.00
NCCF	VP-MXCH	55295	8,700.00	9,100.00	9,300.00
MILK Hospital	VP-MXCH	55178	8,700.00	9,100.00	9,300.00
Olive View Medical Center	VP-MXCH	55176	8,700.00	9,100.00	9,300.00
Rancho Los Amigos	VP-MXCH	55180	8,700.00	9,100.00	9,300.00
El Monte MET	VP-MXCH	55293	8,700.00	9,100.00	9,300.00
SCC Trailer C	VP-MXCH	55294	8,700.00	9,100.00	9,300.00
SCC	VP-MXCH	51240	33,000.00	34,000.00	37,735.00
SCC	VP-MXCH	51244	33,000.00	34,000.00	37,735.00
SCC	VP-MXCH	51245	33,000.00	34,000.00	37,735.00
SCC	VP-MXCH	51243	33,000.00	34,000.00	37,735.00
SCC	VP-MXCH	51241	33,000.00	34,000.00	37,735.00
SCC	VP-MXCH	51242	33,000.00	34,000.00	37,735.00
SCC	VP-MXCH	51239	32,381.00	34,000.00	37,735.00
SCC	VP-MXCH	51238	32,381.00	34,000.00	37,739.08
			\$ 600,000.00	\$ 630,000.00	\$ 664,584.08
Maintenance and Support Services Total:					\$ 5,449,824.52

This Agreement allows for up to 6 items of Equipment to be moved at no additional charge, which may require a one-time Teardown, Move and Reconfiguration (TMR) from their current location to their new location within a ten (10) mile geographical radius of their current location. For each item of Equipment scheduled for TMR in excess of six (6), Contractor's flat rate for EACH TMR shall be \$1,500.00. Refer to Subparagraph 3.9 of the Statement of Work (Exhibit B).

Contractor's Flat Rate fee for EACH TMR shall be: \$ 1,500.00

County's Contingency funds for excess TMRs (Up to ten (10) items of Equipment):	\$ 15,000.00	
Maximum Contract Sum - (includes \$15,000 County's Contingency Funds for Excess TMR's):	\$ 5,464,824.52	Maximum Contract Sum Not To Exceed This Amount

Contractor asserts that the below signed person is authorized to bind CONTRACTOR to the PRICING represented herein.

Contractor Representative (Print)

Date

Contractor Representative (signature)

## BOARD LETTER/MEMO – FACT SHEET OPERATIONS CLUSTER

☒ Board Letter

☐ Board Memo

☐ Other

<b>OPS CLUSTER AGENDA REVIEW DATE</b>	4/7/2021	
<b>BOARD MEETING</b>	4/27/2021	
<b>DELEGATED AUTHORITY BOARD LETTER</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
<b>SUPERVISORIAL DISTRICT AFFECTED</b>	All	
<b>DEPARTMENT</b>	Sheriff's Department	
<b>SUBJECT</b>	Board Letter to extend Agreement Number 77675 with inContact, Inc.	
<b>PROGRAM</b>	Digital Voice Logging Recorder (DVLR) System	
<b>SOLE SOURCE CONTRACT</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please explain why: inContact, Inc. is the sole provider of maintenance and support for the hardware and software of the Department's DVLR system.	
<b>DEADLINES/ TIME CONSTRAINTS</b>	The current contract expires May 1, 2021.	
<b>COST &amp; FUNDING</b>	Total cost: \$1,894,584	Funding source: General Fund
	TERMS (if applicable): Three Years	
	Explanation: Cost will be funded through the General Fund (A01) by Communications & Fleet Management Bureau (15757).	
<b>PURPOSE OF REQUEST</b>	The continuation of the support and maintenance for the Department's DVLR system which is still in use while the solicitation and implementation process for a successor system is completed. Cost includes a hardware refresh for end-of-life system hardware, data migration, and user training.	
<b>BACKGROUND (include internal/external issues that may exist)</b>	No issues or concerns	
<b>DEPARTMENTAL AND OTHER CONTACTS</b>	Name, Title, Phone # & Email: • Angelo Faiella, (213) 229-3259, <a href="mailto:afaiell@lasd.org">afaiell@lasd.org</a> • Lt. Scott Ponder, (323) 881-8262, <a href="mailto:saponder@lasd.org">saponder@lasd.org</a>	

## SOLE SOURCE CHECKLIST

Department Name: Sheriff

☐

New Sole Source Contract

☒

Sole Source Amendment to Existing Contract

Date Existing Contract First Approved:

10/18/2011

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

*Sheila Williams*

Chief Executive Office

4/7/21

Date

*Los Angeles County*

# **SHERIFF'S DEPARTMENT**

---

## **Body Worn Camera Project Status Update**

**04-14-2021**

**BODY WORN CAMERA** | PROJECT



# Current Status:

- Completely Deployed to 11 Patrol Stations

- |                    |                 |                     |                 |
|--------------------|-----------------|---------------------|-----------------|
| • Century          | - October 2020  | • Compton           | - November 2020 |
| • Industry         | - October 2020  | • Crescenta Valley  | - January 2021  |
| • Lakewood         | - October 2020  | • Lomita            | - January 2021  |
| • Lancaster        | - October 2020  | • Malibu/Lost Hills | - January 2021  |
| • West Hollywood   | - October 2020  | • South Los Angeles | - January 2021  |
| • East Los Angeles | - November 2020 |                     |                 |



# Future Deployment Anticipated Timeline:

- |                  |              |                 |             |
|------------------|--------------|-----------------|-------------|
| • Palmdale       | - April 2021 | • Pico Rivera   | - May 2021  |
| • Marina Del Rey | - April 2021 | • San Dimas     | - June 2021 |
| • Altadena       | - April 2021 | • Walnut        | - June 2021 |
| • Temple         | - April 2021 | • Santa Clarita | - July 2021 |
| • Cerritos       | - May 2021   | • Carson        | - July 2021 |
| • Norwalk        | - May 2021   | • Avalon        | - July 2021 |

\* TSB – Metrolink - CSB – Parks (Deploying simultaneously as network comes online)





# Metrics:

- From October 1, 2020 to March 31, 2021, BWC assigned personnel have generated:
  - 262,226 body-worn camera videos
  - 14,594 videos captured by the mobile device (Axon Capture application)
  - 124,133 images captured by the mobile device (Axon Capture application)
  - 71.7 Terabytes of data

# Challenges:

- Network (Bandwidth)
  - Each of the patrol stations had insufficient network bandwidth to handle the upload and processing of the video evidence.
    - Initially, stations only had a 20 Mbit/s data connection to handle regular network traffic, phone lines, and 911 calls.
    - After a load study, it was determined a 500 Mbit/s connection was required to handle the increased data load.
  - The Department is completely reliant on an outside vendor (Spectrum) for the installation of the upgraded data circuits.
  - As a result, we have not been able to deploy to new stations since February 2021. However, we are still on schedule with our deployment plan.

# Training

- All sworn personnel (Captains, Lieutenants, Sergeants and Deputies), at a designated station/bureau, will be assigned a body-worn camera (BWC).
- Each personnel assigned a body-worn camera is mandated to attend an (8) hour training course consisting of:
  - Use of the BWC device
  - Use of the mounting system
  - Use of the mobile device along with Axon Capture and Axon View applications
  - Department Policy
  - Use of the digital evidence management system (Evidence.com)
  - Agency Accountability
  - Issuance of both the BWC and mobile device
- Approximately 1,700 BWC's and mobile devices have been deployed to the 11 stations
- Approximately 800 additional investigators have received a two hour training course in Evidence.com



# Recurrent Briefings and Training Aids

REMEMBER TO ACTIVATE YOUR CAMERA  
**THINK**

STEERING WHEEL → [ACTIVATE]  
TO  
STEERING WHEEL → [DEACTIVATE]



BODY WORN CAMERA



BODY WORN CAMERA | PROJECT



# Feedback

- Deputy personnel have been largely positive on the use of the system
- Our unit hosted weekly conference calls with the deployed stations to provide us feedback regarding training, the use of the system, etc.
- Based on our use of the system in the past six months, the Department has worked with the vendor (Axon) to provide feature updates and bug fixes that were previously unidentified.
- Our unit provides monthly activation data to the individual patrol stations as a form of feedback for the use of the system.

# Policy Update

- The BWC policy is continuously being evaluated as the system is used.
- We have also received and considered input from the following entities:
  - Office of the Inspector General
  - Civilian Oversight Commission
  - US DOJ Antelope Valley Settlement Agreement
- An updated BWC policy has been recently submitted for internal review.
- We are updating our current Field Service Audit Policy to include the random review of body worn camera videos.
- We are also creating a policy to audit body worn camera activation compliance.

# Body-Worn Camera Project Phases

- The BWC Deployment is currently procured in five separate phases.
  - Phase I (September 2020): 1,248 BWC's and 1,450 Mobile Devices
  - Phase II (November 2020): 1,000 BWC's and 1,000 Mobile Devices
  - Phase III (March 2021): 1,000 BWC's and 1,000 Mobile Devices
  - Phase IV (Late April 2021): 1,000 BWC's and 1,000 Mobile Devices
  - Phase V (Scheduled for FY 21/22): 1,000 BWC's and 956 Mobile Devices
    - Attempting this purchase in May 2021 to have the BWC and mobile devices necessary to continue training during the months of June to August, due to the annual shutdown of purchasing. We are currently working with the CEO to see if this is possible.

# Questions

BODY WORN CAMERA | PROJECT







# COUNTY OF LOS ANGELES OFFICE OF INSPECTOR GENERAL

312 SOUTH HILL STREET, THIRD FLOOR  
LOS ANGELES, CALIFORNIA 90013  
(213) 974-6100  
<http://oig.lacounty.gov>

## MEMBERS OF THE BOARD

HILDA L. SOLIS  
HOLLY J. MITCHELL  
SHEILA KUEHL  
JANICE HAHN  
KATHRYN BARGER

MAX HUNTSMAN  
INSPECTOR GENERAL

March 22, 2021

TO: Supervisor Hilda L. Solis, Chair  
Supervisor Holly J. Mitchell  
Supervisor Sheila Kuehl  
Supervisor Janice Hahn  
Supervisor Kathryn Barger

FROM: Max Huntsman  
Inspector General

SUBJECT: FOURTH REPORT BACK ON IMPLEMENTING BODY-WORN  
CAMERAS IN LOS ANGELES COUNTY

### Purpose of Memorandum:

On January 9, 2020, the Office of Inspector General presented its first report back on the September 24, 2019, Board motion directing the Office of Inspector General, in consultation with the Sheriff, Public Defender, Acting Alternate Public Defender, District Attorney, Chief Executive Officer, County Counsel and the Executive Director of the Civilian Oversight Commission to monitor and report every sixty days on: 1) the progress of the implementation of technology infrastructure upgrades at patrol stations and other locations as needed for body-worn cameras; and (2) the receipt of a final body-worn camera policy from the Sheriff's Department, with such policy to address the elements raised by the Board of Supervisors. This is our fourth report back on the progress of the Los Angeles County Sheriff's Department's (Sheriff's Department) implementation of body-worn cameras.

### Body-Worn Camera Equipment Procurement and Deployment

On August 11, 2020, the Sheriff's Department contracted with Axon Enterprise, Inc. for a Body-Worn Camera and Digital Evidence Management System. On September 1, 2020, the Board of Supervisors directed the Chief Executive Office to transfer \$12.3 million in ongoing and \$13.2 million in one-time funding from the PFU budget unit to the Los Angeles County Sheriff's Department for fiscal year 2020-21 body-worn camera costs. According to the Sheriff's Department, it began deploying body-worn cameras in

October 2020 at the five stations where the infrastructure upgrades had been completed. The first five stations were chosen based on the infrastructure readiness of the facility to accommodate the upgrade, risk assessment (based on calls for service, use of force, complaints, and crime data), and the location of the station, with one station in each of the five supervisorial districts included in the first phase in an attempt to deploy across the county. The five stations that received body-worn cameras in October are:

- Century
- Lakewood
- City of Industry
- West Hollywood
- Lancaster

Six additional stations have since deployed body-worn cameras, for a total of eleven stations. The chart below details the stations to date at which body-worn cameras are deployed as reported by the Sheriff's Department:

Station	Month Deployed
Century	October 2020
City of Industry	October 2020
Lakewood	October 2020
Lancaster	October 2020
West Hollywood	October 2020
Compton	November 2020
East Los Angeles	November 2020
Crescenta Valley	January 2021
Lomita	January 2021
Malibu/Lost Hills	January 2021
South Los Angeles	January 2021

According to the Sheriff's Department, 1,614 deputies have been issued body-worn cameras. The Sheriff's Department reports that all 1,614 deputies received training prior to being issued a camera. The eight-hour training includes the use of the camera and the associated mobile phone, the mounting system, and the Digital Evidence Management System (DEMs), known as Evidence.com, as well as Sheriff's Department policy on use and accountability. At the conclusion of training each deputy is assigned a specific camera along with a mobile phone device; the deputy is directed to begin use of the body-worn camera on his or her next shift. In addition to the assigned cameras, there are spare cameras at each station in the event that cameras become damaged or

inoperable. An additional 766 personnel have been trained on Evidence.com but were not assigned cameras because they are not assigned to a patrol assignment.

According to the Sheriff's Department, cameras have not yet been deployed at the remaining stations because the necessary infrastructure upgrades are not yet complete. Additionally, the Sheriff's Department reports that its network currently does not have the necessary bandwidth to handle the uploading and storage of the video from the body-worn cameras. It is anticipated that the infrastructure and network issues will be resolved allowing the following stations to deploy cameras in March or April:

Station	Anticipated Deployment
Marina Del Rey	March/April 2021
Altadena	March/April 2021
Temple	March/April 2021
Carson	April 2021
Cerritos	April 2021
Norwalk	April 2021
Palmdale	April 2021
Pico Rivera	April 2021
San Dimas	April 2021

According to the Sheriff's Department the plan is for cameras to be provided to the remaining stations by the end of **August 2021**.

After the implementation of the cameras at these stations there are plans to phase in body-worn camera capabilities at these Phase II Supporting Units/Bureaus, each of which are undergoing infrastructure upgrades according to the Sheriff's Department:

1. Body Worn Camera Unit
2. Fraud and Cyber Crimes Bureau
3. Hall of Justice
4. Major Crimes Bureau
5. Narcotics Bureau
6. Operation Safe Streets Bureau
7. Special Victims Bureau
8. Homicide Bureau
9. Internal Affairs Bureau
10. Internal Criminal Investigations Bureau

**There is no plan for these units to receive body-worn cameras**, rather computer and network upgrades will be implemented and the investigators at these units will

become qualified to use Axon's Capture phone application used for capturing digital evidence.

### **Revisions to Sheriff's Department Policies to Incorporate Body-Worn Cameras**

The current general policy on body-worn cameras has been made public on the Sheriff's Department website.<sup>1</sup> The Sheriff's Department represents that it continues to implement policy changes to existing policies, including revisions to its policies on body-worn cameras, which have been incorporated into the Sheriff's Department Manual of Policy and Procedure. Sheriff's Department representatives have stated that IT and other policies will have to incorporate policies specific to body-worn cameras and that the Guidelines for Discipline will be updated to incorporate discipline for body-worn camera policy violations. To date, the Sheriff's Department has not provided the Office of Inspector General with any proposed modifications to its Guidelines for Discipline or to its IT policy. Because there are no specific sections in the Guidelines for Discipline pertaining to body-worn cameras, deputies may only be disciplined for generally failing to perform to standards if there is a violation of any of the body-worn camera policies.

The Sheriff's Department has drafted a proposed Service Audit Policy, which covers auditing for compliance with body-worn camera policies. The Office of Inspector General was provided with a draft of the Sheriff's Department proposed Service Audit policy. The audit policy does not provide for any independent audits or access by the Office of Inspector General as required by California state law.

As to the proposed Service Audit policy, the Office of Inspector General makes the following recommendations:

- There should be provisions in the Service Audit Policy for random audits to ensure that deputies are not engaging in inaccurate reporting or biased policing. The Civilian Oversight Commission raised this in its recommendations issued on April 16, 2020 as well.
- The draft of the Service Audit Policy presented includes establishing a mechanism for the station lieutenant assigned to the Service Audit Program to randomly select tags, phone calls, reports, etc. for audit each month and for the Station's Detective Lieutenant to randomly select active investigative cases for audit. These audits seem at odds with the policy for Body-Worn

---

<sup>1</sup> [Manual of Policy and Procedures 3-06/200.00 – Body Worn Cameras](#)

- cameras as set forth in MPP 3-06/200.53, which is already in place. MPP 3-06/200.53 states that: "Recordings shall not be routinely or randomly viewed solely for the purpose of searching for policy violations where no independent allegation or evidence of a policy violation exists." Given that the stated purpose of these audits include that they are being conducted to "measure the quality of [the Sheriff's Department] total service to the community" and to "provide an additional means for identifying and documenting personnel performance, including the use of body-worn cameras," the MPP should be reconciled with the proposed audit policy. The existing policy suggests that there will **not** be random audits for policy violations while the audit policy provides a mandate **for** random audits to include the discovery of personnel performance issues, which undoubtedly will raise policy violations. The MPP policy prohibiting random checks for policy violations should be modified to allow random audits and searches for policy violations. Ensuring that supervision is consistent and fair should be accomplished through appropriate Guidelines for Discipline and independent access, not by institutionalizing the concealment of misconduct.
- The reference in the Service Audit Policy, as mirrored in MPP 3-06/200.58, provides for limiting the disciplinary consequences of misconduct discovered in a review of body-worn camera footage. "If supervisory and management personnel discover activity that may constitute misconduct, the Department member's actions in the [body-worn camera] recordings alone should not result in the initiation of an administrative investigation. Rather, the member should receive counseling, training, or a performance log entry to alert them and correct their behavior. However, the forgoing does not apply where the activity discovered would likely result in suspension or termination (Refer to MPP 3-06/200.58)." This policy leaves broad discretion to management personnel given the vagueness of what is meant by "where the activity discovered would likely result in suspension or termination," especially because this would be the trigger for the initiation of an investigation as opposed to a determination after an investigation. Without an investigation, it is impossible to determine whether a suspension or termination is warranted. As mentioned in the Civilian Oversight Commission recommendations of April 16<sup>th</sup> regarding the Sheriff's Body Worn Camera policy, "it should be made clear that deputies will be appropriately held accountable for engaging in misconduct. It is critical that LASD actively follows up on any actual wrongdoing by deputies that is discovered in body-

worn camera recordings. Accordingly, [the COC] recommends that misconduct appearing on video recordings be investigated and appropriate action taken, be this counselling, discipline or changes in the way deputies are trained.” The Office of Inspector General agrees with these statements by the Civilian Oversight Commission and recommends that the policy be modified to incorporate accountability and the range of consequences for misconduct.

- There is no provision for Office of Inspector General access or monitoring. Given recent events and legal issues, a component for independent review by the Office of Inspector General is critical. Los Angeles County Code section 6.44.190 and Government Code sections 25303 and 25303.7, requires the Sheriff’s Department to provide information, documents, and other items upon a request or the issuance of a subpoena by the Office of Inspector General. Consistent with the Los Angeles County and California state law, the Sheriff’s Department policy should incorporate and include that the Office of Inspector General has the right to audit body-worn camera videos and that any requested body-worn camera video be provided to the Office of Inspector General upon request under Los Angeles County Code section 6.44.190 and/or in response to a subpoena issued pursuant to Government Code section 25303.7.
- Finally, the Service Audit Policy does not address audits regarding compliance with rules for activating cameras or the consequences for repeated failures by a deputy to activate the camera in violation of Sheriff’s Department policy. It is imperative that the Sheriff’s Department implement audits regarding compliance with activation policies and to implement policies for discipline for the failure to activate cameras.

To effectively implement body-worn cameras deputies must be encouraged, through training, to embrace the transparency that the cameras bring by contemporaneously recording deputies’ interactions with the public.

In addition to the above recommendations regarding the Service Audit Policy, the Office of Inspector General recommends that training address the culture among some in the Sheriff's Department that suggests a reluctance to allow the public to film deputies in the performance of their duties. Creating a culture of transparency is essential for the meaningful deployment of the body-worn camera program.

MH:dw

c:     Alex Villanueva, Sheriff  
       Fesia Davenport, Chief Executive Officer  
       Celia Zavala, Executive Officer  
       Rod Castro-Silva, County Counsel  
       Brian Williams, Executive Director, Sheriff's Civilian Oversight Commission



	a	b	c	d	e	f	g	h	i	j	k	l	m	n = b - j	o = c - k	p = d - l	q = e - m
	FY 2020-21 FORECAST	FY 2020-21 SUPPLEMENTAL CHANGES BUDGET				YEAR-TO-DATE EXPENDITURES (JULY-DEC)				ESTIMATED YEAR-END CLOSING				VARIANCES			
	Expenditure Category	Budgeted Staff	Budgeted Units	Budgeted Ongoing Costs	Budgeted One-Time Costs	YTD No. Staff Actual	YTD No. Units Actual	YTD Ongoing Actual	YTD One-Time Actual	Estimated Actual Staff	Estimated No. Units	Estimated Ongoing Costs	Estimated One-Time Costs	Variance Actual Staff	Variance No. Units	Variance Ongoing Costs	Variance One-Time Costs
1	Body-Worn Camera Central Operations																
2	Salaries and Employee Benefits	33.0	-	\$ 5,411,085	\$ -	26.0	-	\$ 2,317,182	\$ -	26.0	-	\$ 4,678,000	\$ - (1)	7.0	-	\$ 733,085	\$ -
3	Services and Supplies	-	-	\$ -	\$ 139,133	-	-	\$ -	\$ 109,794	-	-	\$ -	\$ 715,000	-	-	\$ -	\$ (575,867)
4	Training	-	-	\$ 113,400	\$ 48,775	-	-	\$ 22,210	\$ 1,630	-	-	\$ 106,000	\$ 49,000	-	-	\$ 7,400	\$ (225)
5	Forensic Video Software Licenses	-	-	\$ 168,695	\$ -	-	-	\$ -	\$ -	-	-	\$ 169,000	\$ -	-	-	\$ (305)	\$ -
6	Forensic video consultant	-	-	\$ 125,000	\$ -	-	-	\$ -	\$ -	-	-	\$ 125,000	\$ -	-	-	\$ -	\$ -
7	Vehicles & Equipment	-	7	\$ -	\$ 350,000	-	7	\$ -	\$ 283,804	-	8	\$ -	\$ 315,000	-	(1)	\$ -	\$ 35,000
8	Headquarters Lease Expenses	-	-	\$ 250,000	\$ -	-	-	\$ -	\$ -	-	-	\$ -	\$ -	-	-	\$ 250,000	\$ -
9	Body-Worn Camera Central Operations Total			\$ 6,068,180	\$ 537,908			\$ 2,339,392	\$ 395,228			\$ 5,078,000	\$ 1,079,000			\$ 990,180	\$ (541,092)
10	Equipment Procurement & Implementation																
11	Body-Worn Camera Units	-	4,377	\$ -	\$ 3,808,030	-	1,248	\$ -	\$ 1,334,064	-	5,248	\$ -	\$ 4,743,000 (2)	-	(871)	\$ -	\$ (934,970)
12	Mobile Phones Units	-	4,377	\$ -	\$ 1,619,970	-	-	\$ -	\$ -	-	5,248	\$ -	\$ 420,000 (3)	-	(871)	\$ -	\$ 1,199,970
13	Vendor Implementation & Training Services	-	-	\$ -	\$ 186,150	-	-	\$ -	\$ 170,000	-	-	\$ -	\$ 170,000	-	-	\$ -	\$ 16,150
14	Desktop Computer Refresh	-	1,280	\$ -	\$ 1,940,748	-	1,367	\$ -	\$ 1,464,019	-	1,500	\$ -	\$ 1,820,000	-	(220)	\$ -	\$ 120,748
15	Equipment Procurement & Implementation Total			\$ -	\$ 7,554,898			\$ -	\$ 2,968,082			\$ -	\$ 7,153,000			\$ -	\$ 401,898
16	Facility Infrastructure and Network																
17	Facility & Network Upgrades	-	-	\$ 271,680	\$ 1,975,851	-	-	\$ -	\$ 127,111	-	-	\$ 480,000	\$ 1,976,000 (4)	-	-	\$ (208,320)	\$ (149)
18	Facility Infrastructure and Network Total			\$ 271,680	\$ 1,975,851			\$ -	\$ 127,111			\$ 480,000	\$ 1,976,000			\$ (208,320)	\$ (149)
19	Patrol Operations																
20	Body-Worn Camera Online Services Licenses	-	4,377	\$ 3,893,750	\$ -	-	1,248	\$ 1,294,115	\$ -	-	5,248	\$ 3,895,657	\$ - (5)	-	(871)	\$ (1,907)	\$ -
21	Mobile Phone Wireless Subscriptions	-	4,377	\$ 2,044,212	\$ -	-	-	\$ -	\$ -	-	5,248	\$ 2,214,236	\$ - (6)	-	(871)	\$ (170,024)	\$ -
22	User Device Training (Overtime Coverage)	-	-	\$ -	\$ 3,150,272	-	-	\$ -	\$ 219,997	-	-	\$ -	\$ 2,804,000	-	-	\$ -	\$ 346,272
23	Patrol Operations Total			\$ 5,937,962	\$ 3,150,272			\$ 1,294,115	\$ 219,997			\$ 6,109,893	\$ 2,804,000			\$ (171,931)	\$ 346,272
24	Ongoing & One-Time Totals			\$ 12,277,823	\$ 13,218,930			\$ 3,633,507	\$ 3,710,419			\$ 11,667,893	\$ 13,012,000			\$ 609,929	\$ 206,930
25	Combined Grand Totals			\$ 25,496,752				\$ 7,343,926				\$ 24,679,893		Savings/(Deficit)		\$ 816,859 (7)	

26 Notes
(1) 7.0 vacant positions to be filled after office space to house the entire unit is leased.
(2) Reflects the early acquisition of 871 units planned for FY 2021-22 to accelerate deployment.
(3) Mobile phone model is Samsung Galaxy S20.
(4) \$480,000 reflects need for increased bandwidth speeds.
(5) Cost prorated to reflect phased implementation. Full year cost is \$4,816,249 in FY 2021-22.
(6) Reflects 12 month (October to September) costs of wireless voice and 5G data on FirstNet.
(7) Sheriff is expected to request carryover of the projected savings.

	HISTORICAL FINANCIAL INFORMATION											
27	PFU FUNDING ALLOCATION HISTORY				SHERIFF BWC PROGRAM FUNDING HISTORY				SHERIFF BWC PROGRAM EXPENDITURE HISTORY			
28	Fiscal Year	Ongoing	One-Time	Total	Fiscal Year	Ongoing	One-Time	Total Budget	Fiscal Year	Budget	Actual	Variance
29	2016-17	\$ 1,735,000	\$ 5,000,000	\$ 6,735,000	2016-17	\$ -	\$ -	\$ -	2016-17	\$ -	\$ -	\$ -
30	2017-18	\$ -	\$ -	\$ -	2017-18	\$ -	\$ -	\$ -	2017-18	\$ -	\$ -	\$ -
31	2018-19	\$ 11,000	\$ 4,517,000	\$ 4,528,000	2018-19	\$ -	\$ 2,081,000	\$ 2,081,000	2018-19	\$ 2,081,000	\$ 1,690,702	\$ 390,298
32	2019-20 (inc)	\$ 11,254,000	\$ 10,186,000	\$ 21,440,000	2019-20	\$ -	\$ -	\$ -	2019-20	\$ -	\$ -	\$ -
33	2019-20 (dec)	\$ -	\$ (5,623,000)	\$ (5,623,000)	2019-20	\$ -	\$ 5,623,000	\$ 5,623,000	2019-20	\$ 5,623,000	\$ 6,545,815	\$ (922,815)
34	2020-21	\$ (12,278,000)	\$ (13,219,000)	\$ (25,497,000)	2020-21	\$ 12,278,000	\$ 13,219,000	\$ 25,497,000	2020-21	\$ 25,497,000	\$ 24,680,000	\$ 817,000
35	Grand Total	\$ 722,000	\$ 861,000	\$ 1,583,000	Grand Total	\$ 12,278,000	\$ 20,923,000	\$ 33,201,000	Grand Total	\$ 33,201,000	\$ 32,916,516	\$ 284,484