



FESIA A. DAVENPORT  
Chief Executive Officer

County of Los Angeles  
Chief Executive Office

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

**DATE:** Wednesday, October 6, 2021  
**TIME:** 10:00 a.m.

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

[Click here to join the meeting](#)

### **AGENDA**

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

- 1. CALL TO ORDER**
- 2. GENERAL PUBLIC COMMENT (15 Minutes)**
- 3. INFORMATIONAL ITEM(S):** [Any Information Item is subject to discussion and/or presentation at the request of two or more Board offices with advance notification]:
  - A. NONE**
- 4. PRESENTATION/DISCUSSION ITEM(S):**
  - A. Board Letter:**  
APPROVE AMENDMENT NUMBER TWO TO AGREEMENT NUMBER 79015 WITH DATAWORKS PLUS, LLC TO PROVIDE AN ENHANCED PREVENTIVE MAINTENANCE PROGRAM FOR THE DEPARTMENT'S CRIMINAL BOOKING SYSTEM  
Speaker(s): Derek Sabatini, Christian Hai and Angelo Faiella (Sheriff's)
  - B. Board Letter:**  
APPROVE CAMP SCOTT LIGHT STANDARDS AND GUARDRAILS PROJECT  
Speaker(s): Tom Afshar (DPW), Daniel Aceves (Probation), Matthew Bukirin (CEO)
  - C. Board Briefing:**  
ALTERNATIVES TO INCARCERATION (ATI) BRIEFING  
Speaker(s): Songhai Armstead (ATI)
  - D. Board Briefing:**  
PROBATION OVERSIGHT COMMISSION (POC) MONTHLY BRIEFING  
Speaker(s): Wendelyn Julien (POC)

Wednesday, October 6, 2021

**5. PUBLIC COMMENTS**

**6. ADJOURNMENT**

**CLOSED SESSION**

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

(Subdivision (a) of Government Code Section 54956.9)

**Rodrigo DeCasas v. Mark Ridley-Thomas, et al.**

United States District Court Case No. CV 20-09265 MWF (AFMx)

Department: Public Defender

**7. UPCOMING ITEM(S):**

**A. Board Letter:**

MEMORANDUM OF UNDERSTANDING AND COMPREHENSIVE COURT SECURITY PLAN BETWEEN THE SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES AND THE COUNTY OF LOS ANGELES

Speaker(s): Daniel Dyer and Allen Castellano (Sheriff)

**B. Board Letter:**

APPROVAL TO EXECUTE AN AGREEMENT WITH CROWN JEWEL OF PACIFICA, LCC DBA SHERATON CERRITOS HOTEL TO HOST THE 34<sup>TH</sup> ANNUAL CONTRACT CITY MANAGER'S CONFERENCE

Speaker(s): Bryan Aguilera

**C. Board Letter:**

ADVANCE NOTICE OF INTENT TO NEGOTIATE A SOLE SOURCE CONTRACT WITH PUBLICIS SAPIENT, LCC FOR THE LICENSING, DEVELOPMENT, IMPLEMENTATION, AND MAINTENANCE AND SUPPORT OF A CLIENT CASE MANAGEMENT SYSTEM

Speaker(s): TBD

**D. Board Briefing:**

OFFICE OF DIVERSION AND RE-ENTRY (ODR) MONTHLY BRIEFING

Speaker(s): Peter Espinoza (ODR)

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**

October 19, 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 AMENDMENT NUMBER TWO  
TO AGREEMENT NUMBER 79015 WITH DATAWORKS PLUS, LLC  
TO PROVIDE AN ENHANCED PREVENTIVE MAINTENANCE PROGRAM FOR THE  
DEPARTMENT'S CRIMINAL BOOKING SYSTEM  
(ALL DISTRICTS) (3 VOTES)**

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

**SUBJECT**

The Los Angeles County (County) Sheriff's Department (Department) is requesting the Board's approval and execution of Amendment Number Two (Amendment) to Agreement Number 79015 with DataWorks Plus, LLC (DataWorks) to increase the Maximum Contract Sum to provide an Enhanced Preventive Maintenance (EPM) program for the Department's newly replaced Criminal Booking System (CBS) live scan equipment.

**IT IS RECOMMENDED THAT THE BOARD:**

Approve and instruct the Chair to authorize the Sheriff, or his authorized designee, to sign the attached Amendment to the Agreement with DataWorks to increase the Maximum Contract Sum by \$2,590,000 for a total Maximum Contract Sum not to exceed \$20,102,392.88 for the entire term of the Agreement. The proposed \$2,590,000

for the provision of an EPM program, will be paid for with Automated Fingerprint Identification System (AFIS) funding at no cost to the County.

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

Approval of these actions will allow DataWorks to implement an EPM program for the newly replaced CBS live scan equipment.

Under the current CBS Agreement, DataWorks agreed to provide preventive maintenance in accordance with schedules recommended by the original equipment manufacturers. The new live scan equipment requires more frequently scheduled routine preventive maintenance, as the equipment is used 24 hours-per-day, 365 days-per-year. Live scan stations contain numerous complex components, some quite sensitive, that must all function reliably as an integrated system. The equipment is under continuous use within indelicate environments. Housekeeping personnel are instructed to not clean in proximity to the live scan stations to avoid accidental damage. Instead, cleaning the equipment and surrounding area is performed by DataWorks to avoid damage.

The proposed Amendment for an EPM program is necessary to protect this costly and sensitive County-owned equipment in order to prolong its service life. The EPM program includes specific preventive maintenance schedules (e.g., every 30 days for Tier 1 equipment and every 90 days for Tier 2 equipment, etc.) and prescribed tasks to be performed by DataWorks during site visits (e.g., clean and inspect all physical live scan components, spotlight and mugshot camera alignment, test all logon functionality within the CBS application, perform test booking transactions, printer inspections, clean all flooring and cabinets in and around the live scan equipment, etc.)

The Los Angeles County Regional Identification System (LACRIS) Unit is statutorily responsible for providing criminal identification services, including CBS functionality, to approximately 48 participating local law enforcement agencies within Los Angeles County. This responsibility includes maintaining the equipment at all locations that house the live scan equipment.

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

The Services provided under this Amendment support the County's Strategic Plan, Goal III.2.3, Prioritize and Implement Technology Initiatives That Enhance Service Delivery and Increase Efficiency: Support implementation of technological enhancements and acquisitions that increase efficiency (e.g. infrastructure, software, hardware, and applications), including replacement of obsolete legacy systems.

## **FISCAL IMPACT/FINANCING**

This is a zero net-County-cost Amendment. On March 27, 2021 funding for the proposed Amendment was approved by the Remote Access Network Board, which is chaired by your designated Board Deputy.

The cost for the proposed EPM program is \$2,590,000. The Maximum Contract Sum allocated for the entire term of the Agreement is revised to \$20,102,392.88, which fees shall be applied as follows:

Description	Cost	Quantity	Extended Cost (Cost x Quantity)	Enhanced Preventative Maintenance Cost	Amended CBS Agreement Cost
One-time implementation costs:	\$181,000.00	1 Lot	\$181,000.00	NO ADDITIONAL COST	\$181,000.00
One-time HW and SW costs:	\$6,090,688.24	1 Lot	\$6,090,688.24	NO ADDITIONAL COST	\$6,090,688.24
Fixed annual operations maintenance and support (OM&S) costs:					
Year 1	\$0	Year 1	\$0	\$214,000.00	\$214,000.00
Year 2	\$873,640.00	Year 2	\$873,640.00	\$224,000.00	\$1,097,640.00
Year 3	\$873,640.00	Year 3	\$873,640.00	\$234,000.00	\$1,107,640.00
Year 4	\$873,640.00	Year 4	\$873,640.00	\$244,000.00	\$1,117,640.00
Year 5	\$873,640.00	Year 5	\$873,640.00	\$254,000.00	\$1,127,640.00
Year 6	\$873,640.00	Year 6	\$873,640.00	\$264,000.00	\$1,137,640.00
OM&S fees Option-term 1:	\$917,322.00	1yr	\$917,322.00	\$274,000.00	\$1,191,322.00
OM&S fees Option-term 2:	\$963,188.10	1yr	\$963,188.10	\$284,000.00	\$1,247,188.10
OM&S fees Option-term 3:	\$1,011,347.51	1yr	\$1,011,347.51	\$294,000.00	\$1,305,347.51
OM&S fees Option-term 4:	\$1,061,914.88	1yr	\$1,061,914.89	\$304,000.00	\$1,365,914.88
<b>Contract Sum:</b>			<b>\$14,593,660.74</b>	<b>\$2,590,000.00</b>	<b>\$17,183,660.73</b>
Pool Dollars @ 20% of Contract Sum:			\$2,918,732.16	NO ADDITIONAL COST	\$2,918,732.16
<b>Maximum Contract Sum:</b>			<b>\$17,512,392.89</b>		<b>\$20,102,392.89</b>

The Board-approved allocation of Pool Dollars remains unchanged from the original Agreement.

With your Board's approval of this Amendment Number Two, DataWorks will continue to be paid quarterly in arrears for all Operations, Maintenance and Support (OM&S) fees, as stated in the original Agreement, inclusive of the EPM services proposed in this Amendment.

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

On 12/10/2019, your Board approved CBS Agreement Number 79015 with DataWorks, The Agreement was secured using a competitive Request for Proposal solicitation which was published in June 2018.

County Counsel has reviewed and approved this Amendment as to form. 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 reviewed this Board letter and supporting documents and determined this recommendation action(s) does not constitute a new technology-related acquisition of hardware, software or professional services that would necessitate a formal written CIO Analysis. The OCIO completed a formal analysis in December 2019 for the original Agreement.

California Government Code Section 76102(a), which has existed in California since 1989, provides for the expenditure of AFIS funds for the purchase and maintenance of live scan equipment. This code was established to provide funding for the California Department of Justice biometric identification systems.

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

Approval of this action will ensure continued delivery of mission-critical live scan services to the Department and to the 42 participating LACRIS agencies.

**CONCLUSION**

Upon approval by the Board, please return a copy of the adopted Board letter and two original executed copies of Agreement Amendment Number Two to the Department's Contracts Unit.

Sincerely,

Reviewed by:

ALEX VILLANUEVA, SHERIFF

TIMOTHY K. MURAKAMI  
UNDERSHERIFF

PETER LOO  
A/CHIEF INFORMATION OFFICER

AV:AM:am  
(Fiscal Administration Bureau/Contracts 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, Lead Analyst, CEO  
Anna Petrosyan, Analyst Assistant, CEO  
Rodrigo A. Castro-Silva, County Counsel  
Elizabeth D. Miller, Chief Legal Advisor, Legal Advisory Unit  
Cammy DuPont, Principal Deputy County Counsel  
Timothy K. Murakami, Undersheriff  
Jorge Valdez, Chief of Staff  
Conrad Meredith, Division Director, Administrative Services Division (ASD)  
Eliezer Vera, Chief, Technology and Support Division (TSD)  
Glen C. Joe, Assistant Division Director, ASD  
Judy A. Anderson, Acting Commander, TSD  
Rick M. Cavataio, Director, Fiscal Administration Bureau (FAB)  
David C. Sum, Captain, Data Systems Bureau (DSB)  
Dave E. Culver, Assistant Director, FAB, Contracts Unit  
Derek Sabatini, Lieutenant, DSB, LACRIS  
Vanessa C. Chow, Sergeant, ASD  
Angelo Faiella, Manager, FAB, Contracts Unit (CU)  
Kristine D. Corrales, Deputy, ASD  
Christian Hai, Information Technology Specialist I, DSB, LACRIS  
Stuart Suede, Information Technology Specialist I, DSB, LACRIS  
Alejandra Madera, Senior Contracts Analyst, FAB, CU  
(Contracts – DataWorks Plus-CBS 10-19-21)

## BOARD LETTER/MEMO – FACT SHEET OPERATIONS CLUSTER

☒ Board Letter

☐ Board Memo

☐ Other

<b>OPS CLUSTER AGENDA REVIEW DATE</b>	9/29/2021	
<b>BOARD MEETING</b>	10/19/2021	
<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	
<b>SUBJECT</b>	Approval of Amendment #2 to Agreement Number 79015 with DataWorks Plus, LLC.	
<b>PROGRAM</b>	Criminal Booking System (CBS)	
<b>SOLE SOURCE CONTRACT</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
	If Yes, please explain why:	
<b>DEADLINES/ TIME CONSTRAINTS</b>		
<b>COST &amp; FUNDING</b>	Total Amendment Cost: \$2,590,000.00	Funding source: Automated Fingerprint Identification System (AFIS) Fund
	TERMS (if applicable): Initial term of six years following final system acceptance, with options to extend for four additional one-year periods. The term is unchanged by this proposed amendment.	
	Explanation: The amendment would increase the Contract Sum to \$20,102,392.89 from \$17,512,392.89 over the remaining term of ten years. This is a zero net-County-cost amendment. Funding for the proposed Amendment was approved by the Remote Access Network Board.	
<b>PURPOSE OF REQUEST</b>	To implement an Enhanced Preventive Maintenance program for the Department's recently replaced CBS live scan equipment.	
<b>BACKGROUND (include internal/external issues that may exist)</b>	An Enhanced Preventative Maintenance program is necessary to protect and prolong the service life of expensive and sensitive County-owned live scan equipment. The new equipment requires frequent servicing, as it is under continuous used 24 hours-per-day, 365 days-per-year. The proposed EPM program includes specific preventive maintenance to be performed by DataWorks during regularly scheduled site visits.	
<b>DEPARTMENTAL AND OTHER CONTACTS</b>	Name, Title, Phone # & Email: <ul style="list-style-type: none"> <li>Lt. Derek Sabatini, Project Manager, (562) 345-4319, <a href="mailto:DSSabatini@lasd.org">DSSabatini@lasd.org</a></li> <li>Angelo Faiella, Contracts Manager, (213) 229-3259, <a href="mailto:AFaiella@lasd.org">AFaiella@lasd.org</a></li> </ul>	



**AMENDMENT NUMBER TWO TO  
AGREEMENT NUMBER 79015  
FOR CRIMINAL BOOKING SYSTEM (CBS) SOLUTION**

This Amendment Number Two (Amendment) to Agreement Number 79015 (Agreement) is made and entered into by and between County of Los Angeles (County) and DataWorks Plus, LLC (Contractor), effective upon execution by both parties.

- A. WHEREAS, on December 10, 2019, County and Contractor entered into the Agreement for a Criminal Booking System (CBS) Solution, with an Agreement term commencing upon execution, and continuing for an initial term of six years from the County's final acceptance of the CBS; and
- B. WHEREAS, on February 21, 2020, County and Contractor entered into Amendment Number One to: (1) delete Paragraph 1.3.17 (Change Order) of the Agreement, (2) update County-mandated provisions regarding Confidentiality and Security, (3) update Attachment A.2 (Solution Requirements) to Exhibit A (Statement of Work) of the Agreement, and (4) amend and restate Exhibit F (Contractor Administration); and
- C. WHEREAS, County and Contractor desire to further amend the Agreement to: (1) increase the Maximum Contract Sum by \$2,590,000.00, for a total Maximum Contract Sum of \$20,102,392.88, to engage Contractor to provide an Enhanced Preventive Maintenance (EPM) program for the Department's live scan equipment; (2) amend and restate Paragraph 8.1.2 (Maximum Contract Sum) of the Agreement; (3) amend Exhibit A (Statement of Work) of the Agreement to update language regarding the EPM program requirements; (4) amend and restate Attachment A.4 (Equipment Location & Inventory) of the Agreement; (5) amend and restate Exhibit B (Price Schedule) of the Agreement; (6) amend and restate Exhibit C (Service Level Agreement) of the Agreement; (7) add Schedule C.5 (Enhanced Preventive Maintenance Requirements) to Exhibit C (Service Level Agreement); (8) add Schedule C.6 (Materials and Tools/Equipment Requirements) to Exhibit C (Service Level Agreement); (9) update County-mandated provisions regarding Consideration of Hiring County Employees Targeted for Layoff/or Re-Employment List, and regarding Facsimile Representations; and (10) add the County-mandated provision regarding Prohibition from Participation in Future Solicitation(s) to the Agreement.

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

- 1. Paragraph 4.6 (Facsimile) of the Agreement is deleted in its entirety and replaced as follows to update the County-mandated provision:

4.6 Counterparts and Electronic Signatures and Representations

The 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

**AMENDMENT NUMBER TWO TO  
AGREEMENT NUMBER 79015  
FOR CRIMINAL BOOKING SYSTEM (CBS) SOLUTION**

of the parties shall be deemed to constitute original signatures, and facsimile or electronic copies hereof shall be deemed to constitute duplicate originals.

County and 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 4.3 (Amendments) and received via communications facilities (facsimile, email or electronic signature), as legally sufficient evidence that such legally binding signatures have been affixed to Amendments to this Agreement.

2. Paragraph 8.1.2 (Maximum Contract Sum) of the Agreement is deleted in its entirety and replaced as follows to increase the Maximum Contract Sum:

8.1.2 Maximum Contract Sum

- 8.1.1 The Maximum Contract Sum under this Agreement shall be the total monetary amount payable by County to Contractor for supplying all the tasks, subtasks, deliverables, goods, Services and other Work required or requested by County under this Agreement.
- 8.1.2 The Maximum Contract Sum, including all applicable taxes, authorized by County hereunder shall not exceed Twenty Million, One Hundred and Two Thousand, Three Hundred Ninety-Two Dollars and Eighty-Eight Cents (\$20,102,392.88), as further detailed in Exhibit B (Pricing Schedule), unless the Contract Sum is modified pursuant to a duly approved Amendment to this Agreement by County's and Contractor's authorized representative(s) pursuant to Paragraph 4 (Changes to Agreement).
- 8.1.3 The Maximum Contract Sum under this Agreement shall provide for all authorized payments County may make to Contractor for any and all Work provided by Contractor under this Agreement, including all Solution components, Solution Implementation Services, OM&S and any Optional Work.
- 8.1.4 Contractor shall maintain a system of record keeping that will allow Contractor to determine when it has incurred seventy-five percent of the Contract Sum, including the Pool Dollars expenditures, authorized under this Agreement. Upon occurrence of this event, Contractor shall provide written notification to County's Project Director at the address set forth in Exhibit E (County Administration).

**AMENDMENT NUMBER TWO TO  
AGREEMENT NUMBER 79015  
FOR CRIMINAL BOOKING SYSTEM (CBS) SOLUTION**

3. Paragraph 4.6 (Facsimile) only of Paragraph 4 (Changes to the Agreement) of the Agreement is deleted in its entirety and replaced as follows to update the County-mandated provision:

4.6 Counterparts and Electronic Signatures and Representations

The 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.

County and 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 4.3 (Amendments) and received via communications facilities (facsimile, email or electronic signature), as legally sufficient evidence that such legally binding signatures have been affixed to Amendments to this Agreement.

4. Paragraph 37.1 (Consideration of Hiring County Employees Targeted for Layoffs) only of Paragraph 37 (Contract Hiring) of the Agreement is deleted in its entirety and replaced as follows to update the County-mandated provision:

37.1 Consideration of Hiring County Employees Targeted for Layoffs or are on a County Re-Employment List

Should Contractor require additional or replacement personnel after the effective date of this Agreement to perform the Services set forth herein, Contractor shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life cycle of this Agreement.

5. Paragraph 81 (Prohibition from Participation in Future Solicitation(s)) is added to the Agreement as follow to add the County-mandated provision:

**81 Prohibition from Participation in Future Solicitation(s)**

A Proposer, or a Contractor or its subsidiary or sub-contractor (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

**AMENDMENT NUMBER TWO TO  
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FOR CRIMINAL BOOKING SYSTEM (CBS) SOLUTION**

County solicitation or the termination or cancellation of any resultant County contract. This provision shall survive the expiration, or other termination of this Agreement.

6. Paragraph 1.4.2.2(1) only of Paragraph 1.4 (Project Goals, and Objectives) of Exhibit A (Statement of Work) is deleted in its entirety and replaced as follows:
  1. Ongoing maintenance, Preventive Maintenance (see Schedule C.5 (Enhanced Preventive Maintenance Requirements) to Exhibit C (Service Level Agreement)), and support for all components;
7. Paragraph 2.1.12 (Preventive Maintenance Program) only of Paragraph 2.1 (Task 1 – Project Planning – Project Control Document (PCD)) of Exhibit A (Statement of Work) is deleted in its entirety and replaced as follows:
  - 2.1.12 Preventive Maintenance Program – Contractor shall develop the Preventive Maintenance program in consultation with County Project Manager. The Program shall at minimum require Contractor to perform the requirements outlined in Schedule C.5 (Enhanced Preventive Maintenance Requirements) to Exhibit C (Service Level Agreement), to assure County a consistently high level of uninterrupted software and hardware operations throughout the Term of the Agreement.
8. Paragraph 2.49.1(a) only of Paragraph 2.49 (Task 14 – Ongoing Post-Implementation Maintenance and Support) of Exhibit A (Statement of Work) is deleted in its entirety and replaced as follows:
  - a. 24/7 maintenance and support/Preventive Maintenance for the entire CBS Solution from a fully staffed call center and help-desk operations, as specified in Schedule C.5 (Enhanced Preventive Maintenance Requirements) to Exhibit C (Service Level Agreement) of the Agreement;
9. Attachment A.4 (Equipment Locations and Inventory) to Exhibit A (Statement of Work) of the Agreement is deleted in its entirety and replaced with the revised Attachment A.4 (Equipment Locations, Inventory, and EPM Tiers).
10. Exhibit B (Pricing Schedule) of the Agreement is deleted in its entirety and replaced with the revised Exhibit B (Pricing Schedule).
11. Exhibit C (Service Level Agreement) of the Agreement is deleted in its entirety and replaced with the attached Amended and Restated Exhibit C (Service Level Agreement).
12. Schedule C.5 (Enhanced Preventive Maintenance Requirements) to Exhibit C (Service Level Agreement) is added to the Agreement.
13. Schedule C.6 (Materials and Tools/Equipment Requirements) to Exhibit C (Service Level Agreement) is added to the Agreement.

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14. Except as expressly provided in this Amendment, all other terms, and conditions of the Agreement shall remain the same and in full force and effect.
15. 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 this Amendment and that all requirements of Contractor have been fulfilled to provide such actual authority.

DRAFT

**AMENDMENT NUMBER TWO TO  
AGREEMENT NUMBER 79015  
FOR CRIMINAL BOOKING SYSTEM (CBS) SOLUTION**

**IN WITNESS WHEREOF**, the County of Los Angeles, by order of its Board of Supervisors, has caused this Amendment Number Two to be executed on its behalf by the Chair of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, and Contractor has caused this Amendment Number Two to be executed on its behalf by its duly authorized officer.

COUNTY OF LOS ANGELES  
ALEX VILLANUEVA, SHERIFF

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

Signed and Effective Date: \_\_\_\_\_

DATAWORKS PLUS, LLC

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

Printed: TODD PASTERINI

Title: General Manager

Date: 9-1-2021

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

By:   
CAMMY C. DuPONT  
Principal Deputy County Counsel

# ATTACHMENT A.4

## Equipment Locations, Inventory, and EPM Tiers

### AMENDED AND RESTATED UNDER AMENDMENT #2

Agency Name/Location	Address (Primary Sort)	Livescan Device/ General	Livescan Device/ Coroner	Livescan Device/ IRC (Pre-ID)	Mugshot Camera	Iris Camera	Printer/ Color	Light Fixtures & LED Bulbs	PM Tier	Notes
Inglewood PD	1 Manchester Blvd, Inglewood	1			1	1	1	3	1	
Inglewood Court	1 Regent Street, Inglewood	1			1	1	1	3	2	
Los Cerritos Court	10025 East Flower Street, Bellflower	1			1	1	1	3	2	
Lancaster Juvenile Justice Center	1040 West Avenue J, Lancaster	1			1	1	1	3	2	Under Construction -No Current Livescan
Downey PD	10911 Brookshire Ave, Downey	1			1	1	1	3	2	
LA Co Coroner's Office	1104 N Mission Rd, Los Angeles	1	1				1	0	1	
El Monte Court	11234 East Valley Blvd, El Monte	1			1	1	1	3	2	
Dept. of U.S. Veteran's Affairs	11301 Wilshire Blvd, #236 Los Angeles	1			1	1	1	3	2	
El Monte PD	11333 East Valley Blvd, El Monte	1			1	1	1	3	2	
LA Airport Court	11701 S La Cienega Blvd, Los Angeles	1			1	1	1	3	2	
Century Regional Detention Facility (LASD Intake)	11703 Alameda Street, Los Angeles	2			1	2	1	3	1	
Century Regional Detention Facility (LASD Juvenile)	11703 Alameda Street, Los Angeles	1			1	1	1	3	1	
Century Regional Detention Facility (LASD Release)	11703 Alameda Street, Los Angeles	2			1	2	1	3	1	
Century Regional Detention Facility (LASD Women)	11703 Alameda Street, Los Angeles	1			1	1	1	3	1	
Pacific Division (LAPD)	12312 Culver Blvd, Los Angeles	1			1	1	1	3	1	
Norwalk Sheriff's Station	12335 Civic Center Drive, Norwalk	1			1	1	1	3	1	
Records & Identification Bureau (PSU) (LASD)	12440 E. Imperial Hwy, Norwalk 1 <sup>st</sup> Floor	2			1		1	3	2	
LACRIS Central Site – Help Desk	12440 E. Imperial Hwy, Norwalk 4 <sup>th</sup> Floor						1	0	2	
LACRIS Test Environment	12440 E. Imperial Hwy, Norwalk 4 <sup>th</sup> Floor	2			1	2	1	3	2	Existing training location, to be moved to new location (see below)
LACRIS Training Room	12440 E. Imperial Hwy, Norwalk 4 <sup>th</sup> Floor	8			2	8	2	6	2	LACRIS training at new location, estimated occupancy September 2021
Hawthorne PD	12501 Hawthorne Blvd, Hawthorne	2			2	2	2	6	2	
Norwalk Court	12720 Norwalk Blvd, Norwalk	1			1	1	1	3	2	
Glendale PD	131 North Isabel Street, Glendale	1			1	1	1	3	1	
South LA Sheriff's Station	1310 West Imperial Hwy, Los Angeles	2			1	2	1	3	1	
Hollywood Division (LAPD)	1358 N Wilcox Ave, Los Angeles	2			1	2	1	3	1	
Marina Del Rey Sheriff's Station	13851 Fiji Way, Marina Del Rey	1			1	1	1	3	2	
Monrovia PD	140 Lime Ave, Monrovia	1			1	1	1	3	1	
South Pasadena PD	1422 Mission Street, South Pasadena	1			1	1	1	3	2	
West Covina Court	1427 West Covina Parkway, West Covina	1			1	1	1	3	2	
Van Nuys West Court	14400 Erwin Street Mall, Van Nuys	1			1	1	1	3	1	
Baldwin Park PD	14403 East Pacific Ave, Baldwin Park	1			1	1	1	3	1	
West Covina PD	1444 West Garvey Avenue South, West Covina	1			1	1	1	3	1	
Alhambra Court	150 Commonwealth Ave, Alhambra	1			1	1	1	3	2	
Industry Sheriff's Station	150 North Hudson Ave, City of Industry	2			1	2	1	3	1	
Glendora PD	150 South Glendora Ave, Glendora	1			1	1	1	3	1	
Eastlake Juvenile Court	1601 Eastlake Ave, Los Angeles	1			1	1	1	3	2	
Central Juvenile Hall	1605 Eastlake Ave, Los Angeles	1			1	1	1	3	2	
Barry J. Nidorf Juvenile Hall	16350 Filbert Street, San Fernando	1			1	1	1	3	2	
Gardena PD	1718 West 162nd Street, Gardena	1			1	1	1	3	1	
Metropolitan Detention Center (MDC) (LAPD Processing)	180 N. Los Angeles Street, Los Angeles	3			1	3	2	3	1	
Metropolitan Detention Center (MDC) (LAPD Registrant)	180 N. Los Angeles Street, Los Angeles	2			1	2	1	3	1	
Metropolitan Detention Center (MDC) (LAPD Segregated)	180 N. Los Angeles Street, Los Angeles	1			1	1	1	3	1	
Metropolitan Detention Center (MDC) (LAPD Segregated)	180 N. Los Angeles Street, Los Angeles	1			1	1	1	3	1	
Signal Hill PD	1800 E. Hill Street, Signal Hill	1			1	1	1	3	2	
Montebello PD	1800 West Beverly Blvd, Montebello	1			1	1	1	3	1	
Cal State Northridge	18111 Nordhoff Street, Northridge	1			1	1	1	3	2	
Cerritos Sheriff's Station	18135 Bloomfield Ave, Cerritos	1			1	1	1	3	1	
West Valley (LAPD)	19020 Vanowen Street, Reseda	1			1	1	1	3	2	
Metro Court	1945 S. Hill Street, Los Angeles	1			1	1	1	3	2	
Burbank PD	200 North 3rd Street, Burbank	1			1	1	1	3	1	
Compton Court	200 West Compton Blvd, Compton	1			1	1	1	3	2	
LA County Medical Center (LCMC)	2051 Marengo Street, Los Angeles	1			1	1	1	3	1	
La Verne PD	2061 Third Street, La Verne	1			1	1	1	3	1	
Pasadena PD Adult	207 North Garfield Ave, Pasadena	1			1	1	1	3	1	
Clara Shortridge Criminal Justice Center (CCB)	210 West Temple Street, Los Angeles	2			1	2	1	3	1	
LA District Attorney's Office	210 West Temple Street, Los Angeles 16 <sup>th</sup> Floor	1			1	1	1	3	2	
Alhambra PD	211 South 1st Street, Alhambra	1			1	1	1	3	1	
Carson Sheriff's Station	21356 South Avalon Blvd, Carson	1			1	1	1	3	1	
East Los Angeles Court	214 South Fetterly Ave, Los Angeles	1			1	1	1	3	2	
Avalon Sheriff's Station	215 Summer Ave, Avalon (Catalina Island via boat)	1			1	1	1	3	2	



ATTACHMENT A.4

Equipment Locations, Inventory, and EPM Tiers

AMENDED AND RESTATED UNDER AMENDMENT #2

Agency Name/Location	Address (Primary Sort)	Livescan Device/ General	Livescan Device/ Coroner	Livescan Device/ IRC (Pre-ID)	Mugshot Camera	Iris Camera	Printer/ Color	Light Fixtures & LED Bulbs	PM Tier	Notes
Topanga Division (LAPD)	21501 Schoenborn Street, Los Angeles	1			1	1	1	3	1	
Walnut Sheriff's Station	21645 Valley Blvd, Walnut	1			1	1	1	3	1	
Harbor - (LAPD)	2175 John S. Gibson Blvd, Los Angeles	2			2	2	2	6	1	
77th St (LAPD)	235 West 77th Street, Los Angeles	4			2	4	2	6	1	
Santa Clarita Valley Sheriff's Station	23747 W. Magic Mt. Parkway, Valencia	1			1	1	1	3	1	
Santa Clarita Court	23747 W. Valencia Blvd, Valencia	1			1	1	1	3	1	
Sierra Madre PD	242 West Sierra Madre Blvd, Sierra Madre	1			1	1	1	3	2	
Arcadia PD	250 West Huntington Drive, Arcadia	1			1	1	1	3	2	
Lomita Sheriff's Station	26123 Narbonne Ave, Lomita	1			1	1	1	3	2	
San Dimas Sheriff's Station	270 S. Walnut Ave, San Dimas	1			1	1	1	3	2	
Lost Hills Sheriff's Station	27050 Agoura Road, Agoura Hills	1			1	1	1	3	1	
Long Beach Court	275 Magnolia Ave, Long Beach	2			1	2	1	3	1	
Burbank Court	300 E. Olive Ave, Burbank	1			1	1	1	3	2	
Pasadena Court	300 E. Walnut Ave, Pasadena	1			1	1	1	3	2	
Monterey Park PD	310 West Newmark Ave, Monterey Park	1			1	1	1	3	2	
Torrance PD	3300 Civic Center Drive N, Torrance	1			1	1	1	3	1	
Santa Monica PD	333 Olympic Drive, Santa Monica	1			1	1	1	3	1	
Palos Verdes Estates PD	340 Palos Verdes Drive West, Palos Verdes Est.	1			1	1	1	3	2	
El Segundo PD	348 Main Street, El Segundo	1			1	1	1	3	2	
Baldwin Park School Police	3699 N. Holly Ave, Baldwin Park	1			1	1	1	3	2	
Long Beach East Patrol (Juvenile)	3800 E. Willow Street, Long Beach	1			1	1	1	3	2	
Pomona South Court	400 Civic Center Plaza, Pomona	1			1	1	1	3	2	
Long Beach PD Main	400 West Broadway, Long Beach	5			4	5	4	12	1	
Long Beach Records	400 West Broadway, Long Beach						1	0	2	
Redondo Beach PD	401 Diamond Street, Redondo Beach	1			1	1	1	3	1	
Culver City PD	4040 Duquesne Ave, Culver City	1			1	1	1	3	1	
Manhattan Beach PD	420 15 <sup>th</sup> Street, Manhattan Beach	1			1	1	1	3	1	
Antelope Valley Court	42011 4th St West, Lancaster	1			1	1	1	3	1	
Central Arraignment Court	429 Bauchet Street, Los Angeles	1			1	1	1	3	2	
Pretrial Services Probation	433 Bauchet Street, Los Angeles Rm 100	1			1	1	1	3	2	
Covina PD	444 North Citrus Street, Covina	1			1	1	1	3	1	
Inmate Reception Center (LASD Booking Front)	450 Bauchet Street, Los Angeles	1			1	1	0	3	1	
Inmate Reception Center (LASD Class Rear)	450 Bauchet Street, Los Angeles	3			2	3	1	9	1	
Inmate Reception Center (LASD Release)	450 Bauchet Street, Los Angeles	2		2	0	2	1	9	1	
Inmate Reception Center (LASD Segregated)	450 Bauchet Street, Los Angeles	1			1	1	2	3	1	
Crescenta Valley Sheriff's Station	4554 North Briggs Ave, La Crescenta	1			1	1	1	3	1	
Beverly Hills PD	464 North Rexford Drive, Beverly Hills	1			1	1	1	3	1	
Pomona PD	490 West Mission Blvd, Pomona	1			1	1	1	3	1	
Lancaster Sheriff's Station	501 West Lancaster Blvd, Lancaster	1			1	1	1	3	1	
East Los Angeles Sheriff's Station	5019 East 3rd Street, Los Angeles	1			1	1	1	3	1	
Irwindale PD	5050 North Irwindale Ave, Irwindale	1			1	1	1	3	2	
Lakewood Sheriff's Station	5130 North Clark Ave, Lakewood	1			1	1	1	3	1	
Hermosa Beach PD	540 Pier Ave, Hermosa Beach	1			1	1	1	3	2	
Claremont PD	570 West Bonita Ave, Claremont	1			1	1	1	3	1	
Hollywood Court	5925 Hollywood Blvd, Los Angeles	1			1	1	1	3	2	
Glendale Court	600 East Broadway, Glendale	1			1	1	1	3	2	
UCLA Security PD	601 Westwood Plaza, Los Angeles	1			1	1	1	3	2	
Valley Jail (LAPD)	6240 Sylmar Avenue, Van Nuys	4			2	4	3	6	1	
San Gabriel PD	625 S. Del Mar Ave, San Gabriel	1			1	1	1	3	2	
Bell PD	6326 Pine Ave, Bell	1			1	1	1	3	1	
Huntington Park PD	6542 Miles Ave, Huntington Park	1			1	1	1	3	1	
Pico Rivera Sheriff's Station	6631 Passons Road, Pico Rivera	1			1	1	1	3	1	
Bell Gardens PD	7100 Garfield Ave, Bell Gardens	1			1	1	1	3	1	
West Hollywood Sheriff's Station	720 N. San Vicente Blvd, West Hollywood	1			1	1	1	3	1	
Azusa PD	725 North Alameda Ave, Azusa	1			1	1	1	3	1	
Whittier PD	7315 S. Painter Ave, Whittier	1			1	1	1	3	1	
Palmdale Sheriff's Station	750 E. Avenue Q, Palmdale	1			1	1	1	3	1	
Downey Court	7500 E Imperial Hwy, Downey	1			1	1	1	3	2	
Torrance Court	825 Maple Street, Torrance	1			1	1	1	3	2	
South Gate PD	8620 California Ave, South Gate	1			1	1	1	3	1	
Temple Sheriff's Station	8838 E. Las Tunas Drive, Temple City	1			1	1	1	3	1	
San Fernando Court	900 3 <sup>rd</sup> Street, San Fernando	1			1	1	1	3	1	



ATTACHMENT A.4

Equipment Locations, Inventory, and EPM Tiers

AMENDED AND RESTATED UNDER AMENDMENT #2

Agency Name/Location	Address (Primary Sort)	Livescan Device/ General	Livescan Device/ Coroner	Livescan Device/ IRC (Pre-ID)	Mugshot Camera	Iris Camera	Printer/ Color	Light Fixtures & LED Bulbs	PM Tier	Notes
San Fernando PD	910 1 <sup>st</sup> Street, San Fernando	1			1	1	1	3	2	
Reserve hardware (At Contractor's Site)	Contractor's Local Office/Factory Storage	5	0	0	0	5	3	0		
Reserve hardware (On LACRIS premises)	LACRIS On-site Storage	5	0	0	5	5	5	15		
	LEGEND:	Same Address	Adjacent Address							
	ALL EQUIPMENT TOTALS	165	1	2	133	162	141	411	123	
Tier 1 = Monthly Preventative Maintenance Visit, Per Attachment XX  Tier 2 = Quarterly Preventative Maintenance Visit, Per Attachment XX	Tier 1 Counts	94	1	2	75	93	78	237	70	Column J = Number of Locations by Tier
	Tier 2 Counts	61	0	0	53	59	55	159	53	Column J = Number of Locations by Tier
	TIER TOTALS	155	1	2	128	152	133	396	123	

**Exhibit B (Pricing Schedule)**  
**Amended and Restated Under Amendment #2**  
**SOW Deliverables**

Proposer's Name:		DataWorks Plus, LLC					Proposer's Comments
Line #	Category	Item Description	Quantity	Unit of Measure (UOM)	Proposer's Unit Price	Cost * (Qty x Unit Price)	
1	SOW Deliverables	Deliverable 1 – Project Control Document	1	LOT	\$ 10,000.00	\$ 10,000.00	
2		Deliverable 2 – Ongoing Project Management **	1	LOT	Included / Not Billable	\$ -	
3		Deliverable 3.1 – Requirements Review Report	1	LOT	\$ 5,000.00	\$ 5,000.00	
4		Deliverable 3.2 – Demonstration and Gap Analysis	1	LOT	\$ 15,000.00	\$ 15,000.00	
5		Deliverable 4 – Infrastructure and Technical Assessment	1	LOT	\$ 5,000.00	\$ 5,000.00	
6		Deliverable 5 – Implementation Assessment and Strategies	1	LOT	\$ 5,000.00	\$ 5,000.00	
7		Deliverable 6 – Customized COTS Solution Design Review and Final Design	1	LOT	\$ 5,000.00	\$ 5,000.00	
8		Deliverable 7.1 – Customization Environment Established	1	LOT	\$ 4,000.00	\$ 4,000.00	
9		Deliverable 7.2 – Customized COTS Solution Completed	1	LOT	\$ 5,000.00	\$ 5,000.00	
10		Deliverable 7.3 – Test Script Document Completed	1	LOT	\$ 15,000.00	\$ 15,000.00	
11		Deliverable 7.4 – Factory Acceptance Test Completed	1	LOT	\$ 10,000.00	\$ 10,000.00	
12		Deliverable 8.1 – Central Server Primary Site Set Up Completed	1	LOT	\$ 5,000.00	\$ 5,000.00	
13		Deliverable 8.2 – Livescan Devices Set Up Completed	1	LOT	\$ 25,000.00	\$ 25,000.00	
14		Deliverable 8.3 – CBS Production Environment Set Up Completed	1	LOT	\$ 10,000.00	\$ 10,000.00	
15		Deliverable 8.4 – System Acceptance Test Completed	1	LOT	\$ 7,500.00	\$ 7,500.00	
16		Deliverable 9 – Solution Documentation Completed	1	LOT	\$ 9,000.00	\$ 9,000.00	
17		Deliverable 10 – Training Completed	1	LOT	\$ 25,000.00	\$ 25,000.00	
18		Deliverable 11 – CBS Test Environment Completed	1	LOT	\$ 7,500.00	\$ 7,500.00	
19		Deliverable 12 – Transition to Production Completed	1	LOT	\$ 8,000.00	\$ 8,000.00	
20		Deliverable 13 – CBS Solution System Implemented and Final System Acceptance Completed	1	LOT	\$ 5,000.00	\$ 5,000.00	
21					<b>TOTAL</b>	<b>\$ 181,000.00</b>	
<p>* Cost - there will be a 10% holdback on all, due upon Final Acceptance</p> <p>** Ongoing Project Management shall be included in this implementation engagement</p>							

## Exhibit B (Pricing Schedule)

### Hardware / Software

Proposer's Name:		DataWorks Plus, LLC					Proposer's Comments
Line #	Category	Item Description	Quantity	Unit of Measure (UOM)	Proposer's Unit Price	Cost * (Qty x Unit Price)	
22	Equipment at Locations	Livescan Devices (including CBS Solution/3rd party software):					
23		General	163	EA	\$ 22,987.36	\$ 3,746,939.68	Includes 9.5% Sales Tax
24		Coroner	2	EA	\$ 15,069.16	\$ 30,138.32	Includes 9.5% Sales Tax
25		Quick-ID	2	EA	\$ 13,343.45	\$ 26,686.90	Includes 9.5% Sales Tax
26		Mugshot Camera	139	EA	\$ 1,358.46	\$ 188,825.94	Includes 9.5% Sales Tax
27		Iris Camera	163	EA	\$ 1,971.00	\$ 321,273.00	Includes 9.5% Sales Tax
28		Printer / Color	144	EA	\$ 589.99	\$ 84,958.56	Includes 9.5% Sales Tax
29					Subtotal	\$ 4,398,822.40	
30	Central Server Equipment, Network Communication, Browser-based Software	LASD Data Center (Primary Site)	1	LOT	\$ 399,228.66	\$ 399,228.66	Includes 9.5% Sales Tax
31		Proposer's Secondary Data Center or Cloud (Secondary Site)	1	LOT	\$ 364,592.38	\$ 364,592.38	Cloud services are non taxable
32		Software for both sites (CBS Solution, O/S, other 3rd Party, Networking)	1	LOT	\$ 885,000.00	\$ 885,000.00	Software to be remotely downloaded from SC, Non-Taxable
33		Direct Network Connection to the two Data Centers	1	YR	\$ 43,044.80	\$ 43,044.80	Non-Taxable
34		Automated Booking System Module (ABSM)	1	LOT		\$ -	
35		Other 3rd Party (specify)	1	LOT		\$ -	
36					Subtotal	\$ 1,691,865.84	
37	Browser-based Software	Automated Booking System Module (ABSM)	1	LOT		\$ -	
38		Other 3rd Party (specify)	1	LOT		\$ -	
39					Subtotal	\$ -	
40					TOTAL	\$ 6,090,688.24	
* Cost - there will be a 10% holdback on all payment points, due upon Final Acceptance							

## Exhibit B (Pricing Schedule)

### OM&S

<b>Proposer's Name:</b>		DataWorks Plus, LLC		
Line #	Description	Original OM&S Cost	Add Enhanced Preventive Maintenance Cost	Updated Fixed Annual OM&S Cost After Final Acceptance
41	Year 1	\$0.00	\$ 214,000.00	\$214,000.00
42	Year 2	\$873,640.00	\$ 224,000.00	\$1,097,640.00
43	Year 3	\$873,640.00	\$ 234,000.00	\$1,107,640.00
44	Year 4	\$873,640.00	\$ 244,000.00	\$1,117,640.00
45	Year 5	\$873,640.00	\$ 254,000.00	\$1,127,640.00
46	Year 6	\$873,640.00	\$ 264,000.00	\$1,137,640.00
47	OM&S fees Option-term 1 (Year 7)	\$917,322.00	\$ 274,000.00	\$1,191,322.00
48	OM&S fees Option-term 2 (Year 8)	\$963,188.10	\$ 284,000.00	\$1,247,188.10
49	OM&S fees Option-term 3 (Year 9)	\$1,011,347.51	\$ 294,000.00	\$1,305,347.51
50	OM&S fees Option-term 4 (Year 10)	\$1,061,914.89	\$ 304,000.00	\$1,365,914.89
51	<b>TOTAL</b>	<b>\$8,321,972.50</b>	<b>\$2,590,000.00</b>	<b>\$10,911,972.50</b>
52				
53	<b>Professional Services Fixed Hourly Rate</b>		<b>Per Hour</b>	<b>\$ 200.00</b>

**EXHIBIT C**

**SERVICE LEVEL AGREEMENT**  
*Amended and Restated Under Amendment #2*

**FOR**

**CRIMINAL BOOKING SYSTEM (CBS) SOLUTION**

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## **EXHIBITS**

### Exhibit C    Service Level Agreement

Schedule C.1	Information Security Requirements
Schedule C.2	Compliance with Encryption Requirements
Schedule C.3	Application Security Requirements
Schedule C.4	Solution Response-Time Requirements
Schedule C.5	Enhanced Preventive Maintenance Requirements
Schedule C.6	Materials and Tools/Equipment Requirements

## 1. GENERAL

This Exhibit C (hereinafter “SLA”) sets forth the scope of, and Contractor’s Service Level commitment regarding, the Operations, Maintenance, and Support Services (OM&S) for the Solution, including, but not limited to, service levels which include System hosting, correction of Deficiencies, as well as warranties and County’s remedies for Contractor’s failure to meet the service level commitment specified herein. Capitalized terms used in this SLA without definition shall have the meanings given to such terms in the Base Agreement.

## 2. SCOPE OF SERVICES

### 2.1 DESCRIPTION

Contractor shall provide Service Levels relating to OM&S Services specified in the Base Agreement and this SLA, as more fully described below.

- 2.1.1 Operation Services shall mean any goods and/or Services to be provided by Contractor under the Agreement for handling the day-to-day management of the Solution, including all Livescan devices currently in operation at the County law enforcement locations, and information technology (IT) infrastructure assets currently in operation (host/data center, client/desktop, connectivity/ network). Management tasks shall include but not be limited to; System operations, administration, security, performance monitoring, technical diagnostics/troubleshooting, configuration management, System repair management and generation of management reports, and managing business continuation processes and technology assets.
- 2.1.2 Maintenance Services shall mean any goods and/or Services to be provided by Contractor under the Agreement for maintaining the Solution and all Solution components currently in operation, including but not limited to Software Updates, Hardware Upgrades, enhancements, corrections and other updates to the Solution, Interfaces, performance, data security, reports and regulatory compliance, as further specified in Exhibit A (Statement of Work) and this SLA.
- 2.1.3 Support Services shall mean any goods and/or Services to be provided by Contractor under the Agreement in support of the Solution and all Solution components currently in operation, including but not limited to, updates, corrections, enhancements, customer support, Interfaces, performance, data security, reports, and applicable regulatory compliance, and Work Orders with supporting documentation, as further specified in Exhibit A (Statement of Work) and this SLA.

### 2.2 DEFINITIONS

“**Active-Active**” shall have the meaning as described in Paragraph 4.4 (Business Continuity (Disaster Recovery)).

“**Authorized Contact**” shall mean and refer to any County personnel authorized to report Deficiencies and to coordinate provision of Support Services under this SLA.

“**Client Environment**” shall mean the Livescan Equipment and Solution Software installed at each Participating Agency.

“**Critical Deficiency**” shall mean a Deficiency of Severity Level 1, as further described in Paragraph 5.2.1 (Problem Correction Priorities).

“**Customer Support**” shall have the meaning specified in Paragraph 4.1 (Scope of Support).

“**Disaster**” shall mean a catastrophic event that results in significant or potentially significant Downtime or disruption of the Production Environments at the primary and secondary data centers, and requires Contractor to maintain an active-active Disaster Recovery Plan.



**“Disaster Recovery”** shall mean and refer to Contractor’s obligations described in Paragraph 4.4 (Business continuity (Disaster Recovery)).

**“Disaster Recovery Plan”**; shall have the meaning specified in Paragraph 4.4 (Business continuity (Disaster Recovery)).

**“Incident”** shall mean a circumstance or set of circumstances taken together, resulting in a failure to meet a Service Level as required under this SLA.

**“Low Deficiency”** shall mean a Deficiency of Severity Level 4, as further described in Paragraph 5.2.1 (Problem Correction Priorities).

**“Maintenance Services”** shall mean any goods or Services provided under the Agreement for maintaining the Solution, including but not limited to Solution equipment repairs and replacement, and Solution Software updates, corrections, enhancements and other Updates to the Solution, Interfaces, System availability, data security and reports, as further specified in Paragraph 3 (Maintenance Services).

**“Major Deficiency”** shall mean a Deficiency of Severity Level 1 or Severity Level 2, as further described in Paragraph 5.2.2 (Problem Resolution Process).

**“Moderate Deficiency”** shall mean a Deficiency of Severity Level 3, as further described in Paragraph 5.2.1 (Problem Correction Priorities).

**“Preventive Maintenance/Enhanced Preventive Maintenance”** shall mean the regular inspection, cleaning and replacement of System components in order to optimize System functionality and prevent any Unscheduled Downtime due to System failure, as defined in Schedule C.5 (Enhanced Preventive Maintenance Requirements) to this SLA.

**“Response Time”**, as such term applies to the System, shall mean the time elapsed for a transaction within the hosted gateway, as may be further specified in Attachment A.2 (Solution Requirements) to Exhibit A (Statement of Work) and this SLA.

**“Response Time Baseline”** shall mean the County specified baseline for Response Time, as described in Paragraph 5.4 (System Performance Requirements).

**“Response Time Deficiency”** shall mean System not responding within the prescribed Response Time Baseline, as further described in Paragraph 5.4 (System Performance Requirements Time Deficiencies).

**“Scheduled Downtime”** shall mean the period of time that the Solution cannot be accessed due to System scheduled maintenance, including but not limited to Preventive Maintenance, updates, upgrades, scheduled reboots and restarts, as further described in Paragraph 3.2 (Maintenance, Preventive Maintenance).

**“Service Credits”** shall mean credits or any other form of discount to be applied to the applicable Service Fees for Contractor’s failure to timely resolve an Incident, or correct a Deficiency, as specified in this SLA, including System Unavailability exceeding the thresholds set forth in this SLA.

**“Severe Deficiency”** shall mean a Deficiency of Severity Level 2, as further described in Paragraph 5.2.1 (Problem Correction Priorities).

**“Severity Level”** shall mean the applicable Deficiency severity level assigned to each Incident, for purposes of correcting Deficiencies, as described in Paragraph 5.2 (Resolution of Deficiencies).

**“SLA”** shall mean “Service Level Agreement” and refer to Contractor’s Service Level commitment regarding System Maintenance as required by the Agreement and this Exhibit C (Service Level Agreement), including but not limited to Maintenance Services, Preventive Maintenance Services,

Support Services, System hosting, and any Warranties specified herein.

**“Support Hours”** shall mean 365/366 days per year, 24 hours a day 7 days a week, with no exceptions made for holidays.

**“Support Services”** shall mean any goods or Services provided under this Agreement in support of the Solution, including but not limited to Customer Support, help-desk assistance, operational support, Preventive Maintenance, equipment repairs or replacement, updates, corrections, enhancements, Interfaces, corrective measures, fixes, patches and System Performance and data security Deficiency corrections, updates to reports for meeting applicable regulatory compliance, as further specified in Paragraph 4.1 (Scope of Support).

**“System Availability”** shall have the meaning specified in Paragraph 5.4 (System Performance Requirements).

**“System Performance”** shall mean the performance of the System with respect to Response Time, System Availability and Disaster Recovery.

**“System Performance Deficiency”** shall mean System not meeting any of the System Performance Requirements as specified in Paragraph 5.4 (System Performance Requirements).

**“System Performance Requirements”** shall mean the requirements for System Performance, including Paragraph 5.4 (System Performance Requirements).

**“System Unavailability”** shall have the meaning specified in Paragraph 6.2 (Service Credits).

**“Total Monthly Time”** shall mean all minutes during Support Hours in any calendar month, excluding Scheduled Downtime.

**“Unscheduled Downtime”** shall have the meaning specified in Paragraph 6.1 (General).

### **3. MAINTENANCE SERVICES**

As part of System Maintenance, Contractor shall provide maintenance of the System including the provision of Updates (hereinafter “Maintenance Services”), as provided in this Paragraph 3 (Maintenance Services).

#### **3.1 SOLUTION MAINTENANCE**

##### **3.1.1 SYSTEM HARDWARE**

As part of Maintenance Services, Contractor shall provide maintenance of the System Hardware components surrounding the System Software, including but not limited to all equipment and networking components. Contractor shall repair, upgrade, replace or perform Preventive Maintenance services to these System Hardware components during the Term of the Agreement to comply with the Solution Requirements and the warranties specified in the Agreement and to support and be compatible with the System Hardware, including Livescan devices, and System Software including any Application Modifications provided by Contractor under the Agreement.

##### **3.1.2 LIVESCAN-RELATED EQUIPMENT AT THE PARTICIPATING AGENCIES**

Contractor’s Maintenance Services shall include, at minimum, the following level of Services. Contractor shall:

1. Respond to equipment repairs or replacement Services at the Participating Agencies, when required, within four hours of notification by County [Catalina location twelve hours, Contractor responsible for boat transportation fees];
2. Perform Enhanced Preventive Maintenance Services as specified in Schedule C.5 (Enhanced

- Preventive Maintenance Requirements) to this SLA;
3. Maintain a reserve hardware inventory totaling four percent of deployment throughout the Agreement Term, to facilitate hardware replacement in event of equipment failure;
  4. Provide equipment teardown, move and reconnect (TMR) Services, during normal business hours and coordinated with LACRIS technicians, when such equipment requires relocation;
  5. Maintain inventory lists of all Livescan devices, peripherals, printer and other equipment located at the Participating Agencies, including at minimum:
    - a. Equipment at the component-level (e.g., Livescan PCs, printers, mugshot camera);
    - b. Component description, make, model, serial number, and software build number; and
    - c. Participating Agency name, address, contact phone number, site location, I/P address(es).

A. CENTRAL SERVER HARDWARE

Contractor's Maintenance Services shall include, at minimum, the following level of Services for Hardware and server-related Software. Contractor shall:

1. Proactively monitor Central Server operations at the primary and secondary data centers, including Interfaces, through automated monitoring tools, and report all Deficiencies to the LACRIS Help Desk
2. Provide technical support to administer and operate the CBS Production Environments at the primary and secondary data centers, and CBS Test Environment. County and Contractor shall mutually agree upon Scheduled Downtime, which may be during the weekends in the early morning hours
3. Provide CBS database uploads from the CBS Production Environment to the CBS Test environment, at least semi-annually
4. Provide CBS Software Solution backup (data and System configurations):
  - a. Hot backups daily of the CBS Production Environments at both the primary and secondary data centers;
  - b. Hot backups weekly of the CBS Test Environment at the primary data center;
  - c. Cold backups monthly of all CBS Solution environments, for both the primary and secondary data centers, where Scheduled Downtime is required; and
  - d. Storing backup tapes off-site, for meeting disaster recovery provisions.
5. Test at least annually during Scheduled Downtime, the failover from the primary to secondary data center and resolve all Deficiencies.
6. Perform Preventive Maintenance Services as specified in Schedule C.5 (Enhanced Preventive Maintenance Requirements) to this SLA.

3.1.3 APPLICATION SOFTWARE

Contractor shall provide Updates to the Application Software to keep current with Contractor's hosting technology standards, industry standards, compliant with Federal and California State mandates, Third Party Software upgrades, enhancements, updates, patches, bug fixes, etc., the Solution Requirements and as provided to Contractor's general customer base in accordance with this SLA, all in coordination with County's Project Manager. By definition, such Updates shall include, but not be limited to, enhancements, Version Releases and other improvements and modifications to the System Software,

including Application Software.

Without limiting the other provisions of the Agreement, including without limitation this SLA, such Updates shall be provided to County at least twice every year, unless otherwise agreed to by County and Contractor. Contractor shall notify County of all such Updates to the Application Software prior to the anticipated installation date thereof. Contractor's provision and installation of such Updates to the Application Software shall be at no additional cost to County. Any Updates necessary to remedy security problems in the System (e.g., closing "back doors" or other intrusion-related problems) shall be provided promptly following Contractor's knowledge of such problems. County shall also be notified in writing within 24 hours of Contractor's knowledge of the existence of any intrusions or other security problems or breaches that may affect the integrity of the System data or any other County data, subject to the provisions of Paragraph 18 (Confidentiality and Security) of the Base Agreement.

#### 3.1.4 THIRD PARTY SOFTWARE

As part of Maintenance Services, Contractor shall provide maintenance of the Third Party Software operating the System Environment for the Solution, including but not limited to Operating Software, database software and other software installed in the Production Environments and Test Environment that is not Application Software. Contractor shall update, upgrade or replace these System Software components during the Term of the Agreement to comply with the Solution Requirements and the warranties specified herein and to support and be compatible with the Application Software including any Application Modifications provided by Contractor under the Agreement.

Contractor shall provide Updates to the System Software to keep current with Contractor's hosting technology standards, software industry standards including upgrading manufacturer's end of life that are no longer supported by the Third Party Software manufacturer, Updates to the Application Software and other Application Modifications, all in coordination with County's Project Manager.

Contractor shall provide automated software provisioning tools to perform remote software patches and install Version Releases, including security updates.

Contractor shall provide software configuration management tools for Solution Software configuration identification, at both the primary and secondary data centers for all CBS environments, and for all the Livescan devices at the Participating Agencies.

Furthermore, any Third Party Application that may be incorporated by Contractor, and shall become part of, the Application Software shall be subject to the same System Maintenance obligations and requirements as the Application Software components that are owned or are proprietary to Contractor.

#### 3.1.5 ADDITIONAL PRODUCTS

Maintenance Services additionally include maintaining compatibility of the System Software with any Additional Products that may be acquired by County under this Agreement as Optional Work, including Additional Software and Additional Hardware. Prior to the installation of any Additional Product, or any update thereto, Contractor shall test and ensure such Additional Product's compatibility with the then current version of the System Software. Contractor shall ensure that the System Software is compatible with the required or critical updates to Additional Products, including without limitation, service and compatibility packs and security patches, promptly upon their release.

#### 3.1.6 CLIENT ENVIRONMENT

As part of Maintenance Services, Contractor shall maintain the System's compatibility with the Client Environment recommended and approved by Contractor by providing, among others, Updates to the System Software and upgrading the System Hardware during the Term of the Agreement and following any update and/or upgrade by County of such Client Environment.

### 3.2 MAINTENANCE, PREVENTIVE MAINTENANCE

Contractor shall provide as-needed Preventive Maintenance in accordance with the Preventive Maintenance Program [see Schedule C.5 (Enhanced Preventive Maintenance Requirements) to this SLA]. In the event that Preventive Maintenance is required, Contractor shall ensure that, during any such Preventive Maintenance, the System Availability requirements of this Agreement are met and that the CBS Solution is fully operational at Contractor's secondary redundant site.

3.2.1 Unless agreed to otherwise in advance by County, Contractor shall provide all Maintenance Services, including installation of Updates, with no or minimal Scheduled or Unscheduled Downtime. If any Maintenance Services result in Unscheduled Downtime, Paragraph 6 (Remedies) of this SLA shall apply.

### 3.3 EXCLUSIONS

County's Project Manager may request exclusionary Services that are required from Contractor, as determined by County Project Manager. Contractor shall respond in accordance with the response timeframes specified in Paragraph 5.2 (Resolution Of Deficiencies).

Exclusionary Services may be required as a result of the following:

1. Gross neglect/mishandling;
2. Department site air conditioner or humidity control malfunction or failure;
3. County Department site electrical system malfunction or failure; and
4. Any force majeure events as specified in Paragraph 64 (Force Majeure), of the Base Agreement.

## 4. **SUPPORT SERVICES**

### 4.1 SCOPE OF SUPPORT

Contractor's responsibilities for supporting the operation of the Solution (hereinafter "Support Services") shall include responding to problems reported and correcting Deficiencies as specified in this SLA. As part of its Support Services, Contractor shall provide operational support for the Solution during the Support Hours, which shall include without limitation providing a point of contact for all Solution problems by maintaining a system for customer support ("Customer Support"). Such operational support shall include Support Services to correct any failure of the Solution and to remedy Deficiencies in accordance with Paragraph 5 (Correction of Deficiencies) to ensure that the Solution operates in accordance with the Specifications, including Solution Requirements, warranties and other requirements set forth in the Agreement. Requests for Customer Support will be submitted by County's Authorized Contact (e.g. County Project Manager or designee(s) via telephone, email and/or Contractor's web-based customer support portal. In the event that the Contractor's web-based trouble ticketing system is not available to County, County may use any other reasonable means to request Customer Support. Customer Support shall respond with a plan for resolving each Deficiency and respond to County's Project Manager within the applicable required period specified in Paragraph 5.2.1 (Problem Correction Priorities) depending on the Severity Level of the Deficiency.

### 4.2 CUSTOMER SUPPORT

In addition to the Solution Requirements, Contractor's Customer Support Requirements shall also include but not be limited to the following:

1. County-designated technical support staff who provides First Level Support to the Participating

Agencies shall have access to Contractor's Customer Support through the methods outlined in this SLA.

2. County shall have access to Contractor's Customer Support through the web-based trouble ticketing system or telephone. The trouble ticketing system shall provide for County a simple method to submit, track and update issues that require escalation to Contractor's Customer Support. The authorized County contacts will each receive an account and training on the ticketing system.
3. Contractor shall provide a toll-free telephone number for County staff to call at any time during Support Hours. This telephone number shall be managed by a live operator to quickly connect County staff with the appropriate Customer Support personnel.
4. Severity Levels for the Deficiencies shall be assigned according to definitions specified in Paragraph 5.2.1 (Problem Correction Priorities).
5. Contractor shall respond within the period specified in Paragraph 5.2.1 (Problem Correction Priorities) depending on the Severity Level of the Deficiency.
6. Contractor's web-based trouble ticketing system shall made be available to County at any time during Support Hours. Contractor shall advise County at least two weeks in advance when the ticketing system requires its scheduled maintenance.
7. Contractor's Customer Support shall work with County's Project Manager and County's technical support staff on correcting Deficiencies, keeping such County personnel informed regarding Solution updates and scheduled timeframes, to ensure that all maintenance windows are clearly communicated and the requirements of this SLA are met.
8. Contractor shall triage, diagnose and resolve all County-submitted Deficiencies based on severity and business impact. If Contractor proposes a solution for the Deficiency workaround, County may reevaluate and escalate or downgrade the Severity Level of such Deficiency. Contractor shall work with County to ensure that each service ticket case is documented and diagnosed properly. Each Deficiency shall be tracked in the Contractor's Customer Support ticketing system by:
  - a. Severity Level;
  - b. Date/time notified by County;
  - c. Name of Contractor's Service Technician(s) or Engineer(s);
  - d. Component (hardware-Livescan, hardware-Central Server, Software-Livescan, Software-Central Server) and, if applicable, sub-component (e.g., mugshot camera, Livescan monitor);
  - e. LACRIS' assigned tracking number from its customer support ticketing system;
  - f. Description of problem including, if applicable, Solution Software version;
  - g. Root cause of problem;
  - h. Action taken to resolve issue and/or to prevent recurrence; and
  - i. History of actions taken, including communications between Contractor and County, by Contractor and County personnel.
9. Date/time completed by Contractor and communicated to County. Contractor shall proactively monitor all CBS Solution Software for security breaches, and report and coordinate resolution of any IT security breaches with both the LACRIS Help Desk and Department's Data Security Unit.
10. Contractor shall install all software security patches, no later than 90 calendar days, when notified by either the 3<sup>rd</sup> party software company or Department's Data Security.

11. Contractor's Project Manager shall meet with County's Project Manager on a regularly scheduled basis, minimally monthly. Meetings are in person at a County-designated location or via web-conferencing, as mutually agreed upon in advance by both parties. Contractor will provide County with activity information which, at minimum, includes:
  - a. Service ticket activity from the prior month, including the age of each open service ticket;
  - b. Listing of service tickets resolved from the prior month, including the time duration it took Contractor to resolve;
  - c. Summary of Scheduled and Unscheduled Downtime, and if appropriate by location; and
  - d. Database statistics.Contractor shall provide meeting agendas, presentation materials, and minutes.
12. Contractor shall provide all Solution updates for keeping the Solution compliant with Federal (e.g., National Incident-Based Reporting System ("NIBRS"), FBI's Criminal Justice Information Services (CJIS)) and State mandates.
13. Contractor shall maintain all updates to the CBS Solution documentation, including computer-based training tools (i.e., streaming video)
14. Contractor shall provide refresher T3 type training of the Contractor's most recent CBS Solution build, annually when requested by County.
15. Contractor shall, at minimum annually, place CBS Solution software into Escrow, then coordinate with Escrow company all the required testing necessary to verify that the Solution software deposited is a working, fully executable application.
16. Deficiency correction, timeframes and Service Credits for failure to timely correct any Deficiencies as specified herein shall be as specified in Paragraph 5 (Correction of Deficiencies).
17. CBS Solution enhancement suggestions, initiated by either County or Contractor, shall be tracked using Contractor's Customer Support ticketing system. Contractor shall conduct a preliminary evaluation within thirty days and update the ticket with that preliminary evaluation. Contractor shall use this information in product enhancement planning.

#### 4.3 RESPONSE TIME MONITORING

Contractor shall be responsible for monitoring Solution Response Times to ensure compliance with the agreed upon Response Times listed in Schedule C.4 (Solution Response-Time Requirements) to this SLA and any other applicable requirements specified in Attachment A.2 (Solution Requirements) to Exhibit A (Statement of Work) and this SLA.

Contractor shall perform Response Time monitoring at regular intervals and in sufficient detail to detect problems. Contractor shall provide County with direct access at any time to the data collected as a result Response Time monitoring. Whenever requested by County, Contractor shall provide County with reports and/or download that related-data along with all applicable documentation that may be necessary for County to independently monitor the Response Time of the System.

County reserves the right to periodically re-evaluate the Response Time Baselines or add/modify/delete Response Time requirements, to ensure that the Response Time of the System does not restrict or delay County's operations.

#### 4.4 BUSINESS CONTINUITY (DISASTER RECOVERY)

As part of Support Services, Contractor shall also be responsible for Active-Active Disaster Recovery Services and submission of a Business Continuity Strategy (BCS) pursuant to Paragraph 2.1.10

(Business Continuity Strategy) of Exhibit A (Statement of Work). Active-Active Disaster Recovery means: a network configuration of independent nodes with the ability to replicate the CBS Solution in near real-time with high availability across the primary and secondary data centers.

Contractor shall maintain and implement Active-Active Disaster Recovery and avoidance procedures to ensure that the System and the Solution provided hereunder are not interrupted during any Disaster. Contractor shall provide County with a copy of its current BCS and all updates thereto during the Term of the Agreement. All requirements of the Agreement, including but not limited to those relating to security, personnel due diligence and training, shall apply to Contractor's Disaster Recovery site.

Contractor or County may declare an event a Disaster. A Disaster may be caused by an exclusionary event (refer to Paragraph 3.3 (Exclusions)) or an event within Contractor's sole responsibility. Regardless, upon occurrence or declaration of a Disaster, Contractor shall provide the Services outlined in the BCS. Contractor shall be subject to the following Service Level requirements as part of Active-Active Disaster Recovery, which shall be contained in and are incorporated into the BCS:

1. Contractor shall have complete responsibility for continuation of service and restoration of the System and the Solution.
2. In the event of a Disaster declaration, Contractor shall be required to maintain regular and consistent communication with County about the outage and steps taken to restore the System and the Solution.
3. County shall be able to logon to the Disaster Recovery site instantaneously after the declaration of the Disaster by County or Contractor.
4. Contractor shall have 100% capacity instantaneous of the declaration of the Disaster by County or Contractor.
5. Contractor's failure to make a declaration of a Disaster within one hour shall result in an Incident and deemed Unscheduled Downtime.

## **5. CORRECTION OF DEFICIENCIES**

### **5.1 IDENTIFICATION OF DEFICIENCIES**

The Deficiencies under the Agreement may be identified either as a result of Contractor's use of its own monitoring tools or discovered by County. Upon discovery of a Deficiency by County, County will report the Deficiency to Contractor's Customer Support for resolution in accordance with this SLA. Contractor shall keep County informed on all Deficiencies they have identified, and both parties shall mutually agree to assign the appropriate Severity Level to the Deficiency.

The Severity Level of a Deficiency shall be assigned according to the Severity Level definitions set forth in Paragraph 5.2.1 (Problem Correction Priorities). Based on Contractor's proposed solution and/or workaround(s) for the Deficiency, County may reevaluate and escalate or downgrade the Severity Level of the Deficiency pursuant to Paragraph 5.2.3 (Severity Level Adjustment).

### **5.2 RESOLUTION OF DEFICIENCIES**

#### **5.2.1 PROBLEM CORRECTION PRIORITIES**

County will assign the Severity Level to each Deficiency reported by County to Contractor's Customer Support. Contractor shall assign Severity Levels to Deficiencies discovered by its own problem monitoring system. Following report of a Deficiency from County, Contractor shall respond back to County within the prescribed "Response Timeframe" specified below and resolve each such Deficiency



within the specified “Resolution Time”. Resolution Time for correction of Deficiencies shall start tolling when County first notifies Contractor of a Deficiency by telephone or otherwise as specified herein, including Contractor’s Customer Support, and shall end when County determines that the Deficiency has been resolved.

SEVERITY LEVEL	DESCRIPTION OF DEFICIENCY (ANY ONE OF THE FOLLOWING)	RESPONSE TIMEFRAME	RESOLUTION TIME
1 – Critical	System is down (Unscheduled Downtime) or is practically down (e.g., extremely slow Response Time) or does not function at all, as determined by the County. There is no way to circumvent the problem; a significant number of County users are affected. A production business System is inoperable.	One hour	Resolve incident or formulate reasonable workaround within four consecutive hours
2 – Severe	A component of the Solution is not performing in accordance with the Specifications (e.g., slow Response Time), creating significant County business impact, its core functionality is not available or one of the System Requirements is not met, as determined by the County.	Four hours	Resolve incident or formulate reasonable workaround within eight consecutive hours
3 – Moderate	A component of the Solution is not performing in accordance with the Specifications but there is a reasonable workaround; there are unexpected results, moderate or minor operational impact, as determined by the County.	One day	Resolve incident within two consecutive weeks
4 - Low	This is a low impact problem and is not significant to operations or is related to education (e.g., general “how to” and informational Solution Software questions, Documentation requests, understanding of reports or general “how to” create reports), as determined by the County.	Two days	Next Version Release or six months unless otherwise agreed to by County and Contractor

### 5.2.2 PROBLEM RESOLUTION PROCESS

For any Deficiency reported by County or discovered by Contractor, Contractor shall immediately commence corrective action. Contractor shall correct all Deficiencies within the Resolution Times specified above. Contractor shall also immediately commence to develop a workaround or a fix for any Severity Level 1 or Severity Level 2 Deficiency (hereinafter “Major Deficiency”). County and Contractor shall agree on the Deficiency resolution, whether by a permanent solution or a temporary workaround, as determined by County.

Contractor shall provide the best level of effort to correct all Deficiencies and, in particular, Deficiencies with Severity Level 1, Severity Level 2, or Severity Level 3, within the prescribed Resolution Times. In the event that Contractor fails to correct a Deficiency within the prescribed Resolution Time, Contractor shall provide County with a written or electronic report that includes a detailed explanation of the status of such Deficiency, preliminary actions taken, detailed mitigation plans and an estimated time for completing the correction of such Deficiency. This process will be repeated until the Deficiency is resolved and the resolution is approved by County’s Project Manager. The parties will jointly cooperate during this period of time.

### 5.2.3 SEVERITY LEVEL ADJUSTMENT

County may escalate or downgrade a Severity Level of a Deficiency if the Deficiency meets the definition of the Severity Level as escalated or downgraded. A Deficiency may also be escalated by

County if the Deficiency persists or re-occurs, as determined by County's Project Manager.

At the time the Deficiency is escalated or downgraded, an appropriate timeline will be applied for resolution of such Deficiency in accordance with Paragraph 5.2.1 (Problem Correction Priorities). Contractor may request a special exception to the above timeline where there are extenuating circumstances. The decision to provide an extension along with its appropriate timeline shall be made at the sole discretion of County's Project Manager.

If a workaround may be provided by Contractor for a Deficiency, County and Contractor may agree to downgrade the Severity Level of such Deficiency until an agreed upon date. If a permanent fix is not provided by such agreed upon date, County will be able to escalate the Severity Level back to the original Severity Level or higher, as provided herein.

### 5.3 LIVESCAN SPECIFICATIONS

All hardware and software specified for delivery under the Agreement whose specifications are documented in Attachment A.2 (Solution Requirements) and Attachment A.14 (Hardware and Software Delivery List and Specification Sheet) to Exhibit A (Statement of Work), shall meet said specifications based on the predicted volume and growth as stated in Paragraph 1.2 (Background) of Exhibit A (Statement of Work), throughout the Agreement Term without exception. Contractor shall, at Contractor's sole expense, supplement said equipment and/or software with additional/upgraded components (e.g., Livescan's PC RAM) needed to meet System Performance Requirements, at no cost to County. Such additional/upgraded components shall be covered under Contractor's OM&S Program at no additional charge to County.

### 5.4 SYSTEM PERFORMANCE REQUIREMENTS

The System shall meet the System Performance Requirements specified below that are within Contractor's control, including but not limited to those relating to System Response Time and System Availability, as further specified in this SLA, Attachment A.2 (Solution Requirements) to Exhibit A (Statement of Work), and Schedule C.4 (Solution Response-Time Requirements) to this SLA. All System Performance Deficiencies shall be deemed Severity Level 2 Deficiencies or higher for the purpose of correcting said Deficiencies, and/or implementing other County remedies.

<b>SYSTEM PERFORMANCE CATEGORY</b>	<b>SYSTEM PERFORMANCE REQUIREMENT</b>
System Availability	98.9%
Response Time	System Response Time Baseline(s) established and agreed upon prior to Go-Live.
Active-active Disaster Recovery	Pursuant to the provisions and requirements of Paragraph 4.4 (Business Continuity (Disaster Recovery))

The following criteria shall be applied with regards to System Performance Requirements:

1. "System Availability" shall be calculated based on the formula set forth in Paragraph 6.2 (Service Credits).
2. System Response Time(s) shall be established using County-required and Contractor-supplied System Response Time measurement method, which is a component of the Solution. The System Response Time Baseline(s) shall be agreed upon and established before the System is able to reach Go-Live under the Statement of Work. System Response Time Baseline(s) may need to be established to address various System categories and periods of operations, to the

extent applicable, including but not limited Business Hours, off-Business Hours, peak hours and reporting.

System Response Time measurements shall be calculated by averaging Response Time(s) for each of the established System Response Time Baseline measurement categories [see Schedule C.4 (Solution Response-Time Requirements) of this SLA].

3. If the average System Response Time is greater than the System Response Time Baseline on six occasions, for any of the periods of operation (see #2 above) within a Service Month, County shall notify Contractor using the Customer Support trouble ticketing system.
4. Contractor shall keep County informed of the progress of the System Response Time problem with the objective of providing a solution as quickly as possible.
5. Initial System Response Time Baseline(s) shall be established and agreed upon by the parties prior to Go-Live. County reserves the right to modify the System Response Time Baseline and/or measuring methods if County determines that the Solution is restricting or delaying County's operations.
6. System Response Time Deficiency  
A System Response Time Deficiency that fits the definition of a Major Deficiency shall be deemed to cause Unscheduled Downtime which shall begin to accrue after four hours for Level 1, and after eight hours for Level 2, and shall entitle County to assess Service Credits as provided in Paragraph 6.2 (Service Credits) below. In addition, any unresolved Moderate Level 3 Deficiency by Contractor shall begin to accrue after thirty days, and shall entitle County to assess Service Credits.
7. Active-Active Disaster Recovery  
Any County observed Deficiency which may prevent Contractor from delivering Disaster Recovery Services to County in a timely manner and as minimally prescribed in Paragraph 4.4 (Business Continuity (Disaster Recovery)) above, shall be deemed to cause Unscheduled Downtime and shall entitle County to assess Service Credits as provided in Paragraph 6.2 (Service Credits) below.

## **6. REMEDIES**

### **6.1 GENERAL**

Credits shall accrue for Unscheduled Downtime and System Performance Deficiencies, including Contractor's failure to meet the System Availability requirements and/or System or Service Response Time requirements (hereinafter "Service Credit(s)"). For purposes of assessing Service Credits and this SLA, "Unscheduled Downtime" shall mean the total combined amount of time during any Service Month, measured in minutes, during which the System has a Major Deficiency in which exceeds the resolution time durations stated in 5.2.1 (Problem Correction Priorities) above, or any Moderate Deficiency that is unresolved by Contractor within thirty days, excluding Scheduled Downtime.

### **6.2 SERVICE CREDITS**

Without limiting any other rights and remedies available to County, either pursuant to the Agreement, by law or in equity, County shall be entitled to Service Credits calculated based on the length of combined Unscheduled Downtime during any Service billing period (hereinafter "System Unavailability"), as provided below.

SYSTEM AVAILABILITY (% OF BILLING PERIOD)	HOURLY UNSCHEDULED DOWNTIME RANGE / BILLING PERIOD	SERVICE CREDITS (% OF INVOICE FEES FOR APPLICABLE BILLING PERIOD)
$98.9\% < x < 100\%$	0:00 – 24:00 hours	None
$97.9\% < x < 98.9\%$	24:01 – 45:00 hours	5%
$95.9\% < x < 97.9\%$	45:01 – 87:00 hours	15%
$93.9\% < x < 95.9\%$	87:01 – 132:00 hours	35%
$91.9\% < x < 93.9\%$	132:01 – 174:00 hours	45%
$89.9\% < x < 91.9\%$	174:01 – 216:00 hours	50%
$87.9\% < x < 89.9\%$	216:01 – 261:00 hours	60%
$85.9\% < x < 87.9\%$	261:01 – 303:00 hours	75%
$x < 85.9\%$	Beyond 303:00 hours	Fee Waived for that Billing Period

For purposes of calculating Service Credits, “System Availability” percentage shall be calculated as follows:

$$\text{System Availability} = (\text{Total Billing Period Time} - \text{Unscheduled Downtime}) \div \text{Total Billing Period Time}$$

Example: 3,150 minutes of total Unscheduled Downtime during a 30-day Service Billing Period.

$$[129,600 - 3,150] \div 129,600 = 97.6\% \text{ System Availability, with 15\% Service Credit}$$

Service Credits, in any amounts, are not and shall not be construed as penalties and, when assessed, will be deducted from County’s payment due to Contractor.

### 6.3 SOLUTION RESPONSE-TIME DEFICIENCIES

A Solution Response-Time Deficiency as specified in Schedule C.4 (Solution Response-Time Requirements) to this SLA, that fits the definition of a Major Deficiency as a Severity Level 1 or Severity Level 2 [see Paragraph 5.2.1 (Problem Correction Deficiencies) above] shall be deemed to cause Unscheduled Downtime and shall entitle County to assess Service Credits as provided in Paragraph 6.2 (Service Credits) above. In addition, the System shall be deemed to be experiencing Unscheduled Downtime after thirty days of any Response-Time Deficiency unresolved by Contractor, including Severity Level 3, entitling County to assess Service Credits.

### 6.4 SOLUTION SCHEDULED DOWNTIME

Notwithstanding the remedies included herein regarding Unscheduled Downtime, Contractor shall not exceed 6 hours per day of Scheduled Downtime, nor 40 hours per month of Scheduled Downtime for the entire Solution excluding Livescan Preventive Maintenance tasks. Livescan scheduled Preventive Maintenance shall not exceed 90 minutes per device. To the extent possible, Scheduled Downtime shall occur during non-peak hours. Contractor’s Preventive Maintenance Program is defined in Schedule C.5 (Enhanced Preventive Maintenance Requirements) to this SLA. Should Contractor exceed 6 hours per day or 40 hours per month of Scheduled Downtime, the remedies and service credits outlined in Paragraph 5.4 (System Performance Requirements) for Unscheduled Downtime shall apply.

Scheduled Downtime agreed to by the parties for the purpose of implementing a Technology Refresh

[see Paragraph 2.1.13 (Technology Refresh Implementation Strategy) of Exhibit A (Statement of Work)], shall be exempted from the monthly Scheduled Downtime limitations set forth above, provided Contractor is fully compliant with the processes described in the Technology Refresh Implementation Strategy [see Paragraph 2.1.13 (Technology Refresh Implementation Strategy) of Exhibit A (Statement of Work)].

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**SCHEDULE C.5**  
**ENHANCED PREVENTIVE MAINTENANCE REQUIREMENTS**

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**1.0 Enhanced Preventive Maintenance**

Contractor shall perform Enhanced Preventive Maintenance (EPM) to all equipment items stated in Attachment A.4 (Equipment Locations, Inventory, and EPM Tiers) to the SOW for all rows except those stated as 'Reserved hardware.' EPM frequency is identified in the "PM Tier" column of Attachment A.4 (Equipment Locations, Inventory, and EPM Tiers) to the SOW, where:

- a. "1" represents Tier 1 – Preventive Maintenance (PMs) which shall be performed every 30 days, with at least 15 days in between visits.
- b. "2" represents Tier 2 – PMs which shall be performed every 90 days with at least 45 days in between visits.

**1.1 Regardless of EPM Tier, Contractor will perform the following Work, as stated in the workflow below:**

- a. Notify LACRIS Help Desk that a PM is starting at a specified location, so that LACRIS generates a Work Order from its helpdesk tracking software, documenting the PM's start time.
- b. Check the Livescan's PC for database or file system indexing for performance analysis. Optimize hard drive disk if necessary.
- c. Shut down the Livescan's PC.
- d. Clean Livescan(s) and all components below. EPM steps include, at minimum:
  - i. Livescan Equipment
    - aa. Check that the cabinet height adjustment works (test both left and right switches);
    - bb. Clean keyboard with compressed gas duster;
    - cc. Clean logon web camera using microfiber cloth;
    - dd. Clean physical components with appropriate cleaner, and inspect:
      - 1. Livescan Cabinet (all sides and surfaces);
      - 2. Monitor;
      - 3. Mouse;
      - 4. Barcode scanner;
      - 5. RFID reader;
      - 6. Fingerprint scanner;
      - 7. Signature pad;
      - 8. Iris camera and housing including handle (inspect mirror and clean as needed) \*; and
      - 9. UPS;

**SCHEDULE C.5**  
**ENHANCED PREVENTIVE MAINTENANCE REQUIREMENTS**

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- ee. Power up CPU, open CBS Application, and perform the logon functionality for:
    - 1. Face;
    - 2. Finger; and
    - 3. Password;
  - ff. Perform test booking transaction, setting at priority 4 (ensuring that the test transactions will not be submitted to Cal-DOJ). During the booking transaction, test the following components:
    - 1. Touchscreen monitor;
    - 2. Keyboard;
    - 3. Mouse;
    - 4. Barcode scanner;
    - 5. RFID reader;
    - 6. Signature pad;
    - 7. Iris camera \*;
    - 8. Fingerprint scanner;
    - 9. Foot pedals; and
    - 10. Mugshot camera (quality and pan/tilt software functionality) for:
      - 10a. All three profiles (Front, Left Angle, Right Angle);
      - 10b. Scars/Marks/Tattoos (minimum 2 total); and
      - 10c. If necessary, physically adjust mugshot camera on light bar;
- Upon completion of steps “aa-ff” above, ensure that booking forms are printing correctly.
- gg. While performing a test booking transaction, verify that the Livescan software’s sorting functions are working properly by selecting each table column, in ensuring that all columns sort correctly (e.g., alphabetically).
  - hh. Repair or replace any Livescan component, as required. Once repaired/replaced, retest/revert back to step “ee” above.
- ii. Lightbar Items
- aa. Clean mugshot camera lens using microfiber cloth;
  - bb. Clean and/or replace any non-working overhead light bulbs;
  - cc. Clean and if necessary reposition the three lighting fixtures;
  - dd. Clean lightbar with appropriate cleaner; and

**SCHEDULE C.5**  
**ENHANCED PREVENTIVE MAINTENANCE REQUIREMENTS**

Page 3 of 4

- ee. If required, install and/or replace LACRIS provided light diffuser gels.
  - iii. Contractor-provided Printers
    - aa. Open paper tray(s) and check for proper function (e.g., clear any paper jams).
    - bb. Use air-gas duster, as needed, in and around printer to clean out fine paper and toner dust.
    - cc. Clean exterior surfaces with appropriate cleaner.
    - dd. Check & replace consumables (e.g., waste toner bottle, imaging kit), as provided by LACRIS.
    - ee. Replace empty toner cartridges, as provided by the Law Enforcement (LE) agency, or advise LE agency that toner cartridge is low.
    - ff. Verify that printer status is "Ready" to print.
  - iv. Other EPM Work:
    - aa. Inspect and, if necessary, replace foot placement templates for all three positions, with LACRIS-provided templates.
    - bb. Inspect backdrop. If backdrop replacement is necessary, notify LACRIS Help Desk so they can follow-up with LE agency location regarding backdrop replacement.
  - v. Document EPM Work
    - aa. Document all EPM Work performed in Contractor's ticketing system, detailing any repairs, abnormalities, and issues beyond Contractor's EPM Work scope (e.g., damaged/worn network cable).
    - bb. Notify LACRIS Help Desk that the PM has ended, so LACRIS can close out the Work Order from its helpdesk tracking software, documenting the PM's end time.
- e. Perform, on a quarterly basis, the following lightbar tasks:
  - i. Visually inspect mugshot camera and lightbar for any concerns (e.g. cracks, tilting, cleanliness).
  - ii. Use gas duster as needed inside camera housing, removing any noticeable dust.
  - iii. Remove mugshot camera lens and clean with appropriate lens cleaning cloth.
- f. Perform on a bi-annual basis during a regularly scheduled PM service, the following tasks:
  - i. Thoroughly clean the Livescan CPU by opening the PC housing, vacuum all dust debris buildup, and utilize compressed gas duster to remove any remaining dust, vacuuming again if necessary.



**SCHEDULE C.5**  
**ENHANCED PREVENTIVE MAINTENANCE REQUIREMENTS**

Page 4 of 4

- ii. Perform a full operational test of the UPS, documenting test results. If below acceptable standards, replace UPS.
- iii. Vacuum the floor underneath the Livescan cabinet's footprint.
- g. Annual PM of hardware located in the primary data center. Contractor shall perform, at minimum, the following:
  - i. Review System log for hardware error, resource usage, and/or database or file system indexing for performance analysis. Optimize hard drive disk if necessary.
  - ii. Shut down the servers.
  - iii. Repair and/or replace any component, as required.
  - iv. Clean each server's interior, including the following tasks/steps:
    - aa. Open server's chassis;
    - bb. Clean server's internal components with a compressed gas duster; and
    - cc. Use a small vacuum cleaner with a pointed nozzle to carefully clean tight spots.
  - v. Inspect and clean the exterior surfaces, including the following tasks/steps:
    - aa. Vacuum each server's exterior fan inlet;
    - bb. Vacuum server rack's interior components, including network switch(s) and floor tiles;
    - cc. Inspect cable connections; and
    - dd. Surface clean rack's exterior.
  - vi. Boot up the servers, test and verify all applications, interfaces, and network connections are working properly.

*\* excluding Coroner and Records & Identification Bureau (PSU)*

**SCHEDULE C.6**  
**MATERIALS AND TOOLS/EQUIPMENT REQUIREMENTS**

1. When providing Enhanced Preventive Maintenance (EPM) Services, Contractor shall abide by each Law Enforcement Agency's protocols for entering secured Work areas where the livescan equipment is located, and be cognizant of the fact that incarcerated individuals (e.g., trustees) may be present.
2. Contractor shall provide all materials and diagnostic equipment (tools) required to perform EPM Services in secured Work areas which, at minimum, includes:
  - a. All personal property bags/containers be constructed of a transparent material.
  - b. Toolbags with locking mechanisms, containing only the minimal tools required to conduct EPM.
  - c. Canned compressed gas duster.
  - d. Cleaning products (non-ammonia) with cloth wipes.
  - e. Camera Lens cleaner fluid and microfiber cloth.
  - f. Personal Protective Equipment (PPE) (e.g., gloves, eye protection, etc.)
  - g. Portable Vacuum with HE (High Efficiency) filter.
  - h. Step stool or ladder (for accessing light bars).
3. Contractor shall maintain all of its tools in accordance with the California Occupational Safety and Health Administration (Cal/OSHA), or other regulatory standards as they may apply, and shall check said tools for safety, functionality, and accountability. Contractor shall ensure that all employees wear safety protective gear (e.g., closed-toe shoes, eye protection) in accordance with Cal/OSHA or other regulatory standards.

October 19, 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:

**CONSTRUCTION CONTRACT  
CONSTRUCTION MANAGEMENT CORE SERVICE AREA  
CAMP SCOTT LIGHT STANDARDS AND GUARDRAILS PROJECT  
APPROVE CAPITAL PROJECT AND PROJECT BUDGET  
APPROVE APPROPRIATION ADJUSTMENT  
ADOPT, ADVERTISE, AND AWARD  
SPECS. 7727; CAPITAL PROJECT NO. 87579  
(FISCAL YEAR 2021-22)  
(SUPERVISORIAL DISTRICT 5)  
(3 VOTES)**

**SUBJECT**

Public Works is seeking Board approval of the proposed Camp Scott Light Standards and Guardrails Project and to authorize Public Works to procure and execute a construction contract for the proposed project located in the unincorporated County of Los Angeles.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Find the proposed Camp Scott Light Standards and Guardrails Project exempt from the California Environmental Quality Act for the reasons stated in this Board letter and in the record of the project.
2. Establish and approve the proposed Camp Scott Light Standards and Guardrails Project, Capital Project No. 87579, with the total proposed project budget of \$972,000.
3. Approve an Appropriation Adjustment to transfer \$887,000 from the Extraordinary Maintenance, Services and Supplies budget to the Camp Scott Light Standards and Guardrails Project, Capital Project No. 87579, to fully fund the proposed project.
4. Adopt the plans and specifications that are on file with Public Works for construction of the proposed Camp Scott Light Standards and Guardrails Project, Capital Project No. 87579.

5. Instruct the Executive Officer of the Board to advertise the project for bids to be received and opened on November 23, 2021, in accordance with the Instruction Sheet for Publishing Legal Advertisements.
6. Authorize the Director of Public Works or his designee to execute a consultant services agreement with the apparent lowest responsive and responsible bidder to prepare a baseline construction schedule for a \$5,000 not-to-exceed amount funded by the project funds.
7. Delegate authority to the Director of Public Works or his designee to make the determination that a bid is nonresponsive and to reject a bid on that basis; award the next lowest responsive and responsible bidder; waive inconsequential and nonmaterial deficiencies in bids submitted; and determine, in accordance with the applicable contract and bid documents, whether the apparent lowest responsive and responsible bidder satisfied all conditions for contract award. Upon such determination, authorize the Director of Public Works or his designee to award and execute the construction contract in the form previously approved by County Counsel to the apparent lowest responsive and responsible bidder if the low bid can be awarded within the approved total budget, to establish the effective date of the contract upon receipt by Public Works of acceptable performance and payment bonds and evidence of required contractor insurance, and to take all other actions necessary and appropriate to deliver the project.

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

Approval of the recommended actions will find the proposed Camp Scott Light Standards and Guardrails Project exempt from the California Environmental Quality Act (CEQA), approve the project, approve the total project budget and the Appropriation Adjustment, adopt the plans and specifications, and authorize Public Works to advertise and award a construction contract for the project.

#### **Project Description and Background**

Camp Joseph Scott is located at 28700 Bouquet Canyon Road in the unincorporated County of Los Angeles. The camp has the capacity to house 110 minors and facilitates an additional 220 personnel throughout the day, including supporting staff and visitors. Camp operations run 24 hours with the need for vehicles to enter and exit during all hours of the day. The road leading into the camp crosses a natural open channel with no existing street lighting. The channel is protected by wooden guardrails that have deteriorated and do not meet current traffic standards. The limited visibility due to the

lack of existing street lighting and deteriorated condition of the guardrails presents a need for improvements.

The project would improve vehicular access to Camp Scott by replacing the existing guardrail system and extending the length to prevent any potential vehicular access into the natural open channel. The installation of new light standards will increase the visibility for vehicles entering and exiting Camp Scott.

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

These recommendations support the County Strategic Plan: Strategy III.3, Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability, Objective III.3.2, Manage and Maximize County Assets, and ongoing efforts to manage and improve public infrastructure assets.

### **FISCAL IMPACT/FINANCING**

The total cost of the proposed project is estimated at \$972,000 (Enclosure A), which includes plans and specifications, jurisdictional approval, construction, change orders, consultant services, miscellaneous expenditures, and County services. The Extraordinary Maintenance program previously funded \$85,000 for design services.

The project is funded by net County cost. Approval of the Appropriation Adjustment (Enclosure B) will authorize the transfer of \$887,000 from the Extraordinary Maintenance, Services, and Supplies budget to the Camp Scott Light Standards and Guardrails Project, Capital Project No. 87579, to fully fund the proposed project.

#### **Operating Budget Impact**

Public Works does not anticipate any one-time, start-up costs or an appreciable increase in ongoing maintenance and operational cost due to the proposed project.

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

A standard construction contract, in a form previously approved by County Counsel, would be used that contains terms and conditions supporting the Board's ordinances, policies, and programs including, but not limited to, County's Greater Avenues for Independence and General Relief Opportunities for Work Programs, Contract Language to Assist in Placement of Displaced County Workers, and Notice to Employees

Regarding the Federal Earned Income Credit (Federal Income Tax Law, Internal Revenue Service Notice 1015).

To ensure the contract is awarded to a responsible contractor with a satisfactory history of performance, bidders are required to report violations of the False Claims Act, criminal convictions, civil litigation, defaulted contracts with the County, complaints filed with the Contractor's State License Board, labor law/payroll violations, and debarment actions. As provided for in Board Policy No. 5.140, the information reported by the contractor will be considered before making an award.

The plans and specifications include the contractual provisions and material requirements necessary for the project and are on file with Public Works' Business Relations and Contracts Division.

The project will comply with Board Policy 5.270, Countywide Local and Targeted Worker Hiring Policy.

In accordance with the Board's Civic Art Policy amended on August 4, 2020, the proposed project is exempt as it will repair, maintain, or replace existing building systems.

### **ENVIRONMENTAL DOCUMENTATION**

The proposed project is categorically exempt from CEQA. The project is within certain classes of projects that have been determined not to have a significant effect on the environment in that it meets criteria set forth in Sections 15301 (c), (d), and (f); 15302 (c); 15303 (e); and 15304 (f) of the State CEQA Guidelines and Class 1 (c), (i), and (h); Class 2 (a) and (e); Class 3 (b); and Class 4 (k) of the County's Environmental Document Reporting Procedures and Guidelines, Appendix G, since the project consists of renovations, roadway lighting, restoration of deteriorated structures, addition of safety equipment, installation of equipment, and replacement of the building features with negligible, or no expansion of use where replacement facilities at the site will have substantially the same purpose and capacity. No trees will be removed.

In addition, based on the proposed project records, it will comply with all applicable regulations; is not located in a sensitive environment; and there are no cumulative impacts, unusual circumstances, damage to scenic highways, listing on hazardous waste site lists compiled pursuant to Government Code Section 65962.5, or indications that it may cause a substantial adverse change in the significance of a historical resource that would make the exemption inapplicable.

Upon the Board's approval of the proposed project and related actions, Public Works will file a Notice of Exemption with the Registrar-Recorder/County Clerk in accordance with Section 21152 of the California Public Resources Code.

### **CONTRACTING PROCESS**

Advertising for construction bids will be in accordance with the County's standard Instruction Sheet for Publishing Legal Advertisements (Enclosure C).

As requested by the Board on February 3, 1998, this contract opportunity will be listed on the County's "Doing Business with Us" and "Do Business with Public Works" websites. Public Works will also inform the local small business enterprise about this business opportunity for those certified by the County of Los Angeles' Department of Consumers and Business Affairs.

Participation by Community Business Enterprises (CBE) in the project is encouraged through Public Works' CBE Outreach Program and by monitoring the good faith efforts of bidders to utilize CBE.

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

During implementation of the proposed improvements, temporary lane closures will occur along the entrance road leading into Camp Scott. These closures would reduce the capacity of road from two lanes to one; however, the effects would be short-term, and full access for all visitors and staff would be maintained. The Probation Department's operations at the camps will remain unaffected.

The Honorable Board of Supervisors  
October 19, 2021  
Page 6

**CONCLUSION**

Please return one adopted copy of this Board letter to Public Works, Project Management Division II.

Respectfully submitted,

MARK PESTRELLA, PE  
Director of Public Works

MP:VY:cl

Enclosures

c: Department of Arts and Culture  
Auditor-Controller  
Chief Executive Office (Capital Programs Division)  
County Counsel  
Executive Office  
Probation Department



**CONSTRUCTION CONTRACT  
CONSTRUCTION MANAGEMENT CORE SERVICE AREA  
CAMP SCOTT LIGHT STANDARDS AND GUARDRAILS PROJECT  
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(FISCAL YEAR 2021-22)  
(SUPERVISORIAL DISTRICT 5)  
(3 VOTES)**

**PROJECT SCHEDULE**

<b>Project Activity</b>	<b>Completion Date</b>
Design	03/29/2020*
Jurisdictional Approval	10/02/2020*
Construction Bid	11/23/2021
Construction	
Substantial Completion	08/19/2022
Project Acceptance	09/16/2022

\*Indicates a completed activity.

**PROJECT BUDGET**

<b>Budget Category</b>	<b>Budget</b>
Construction	
Construction	\$657,390
Change Orders (15%)	\$98,610
Subtotal	\$756,000
Plans and Specifications	\$50,000
Consultant Services	\$12,000
Miscellaneous Expenditures	\$6,000
Jurisdictional Reviews	\$10,000
County Services	\$138,000
<b>Total</b>	<b>\$972,000</b>

PINK(1)

ENCLOSURE B  
October 19, 2021

BA FORM 05142019

BOARD OF SUPERVISORS  
OFFICIAL COPY

October 19, 2021

COUNTY OF LOS ANGELES

## REQUEST FOR APPROPRIATION ADJUSTMENT

DEPARTMENT OF CHIEF EXECUTIVE OFFICER

## AUDITOR-CONTROLLER:

THE FOLLOWING APPROPRIATION ADJUSTMENT IS DEEMED NECESSARY BY THIS DEPARTMENT. PLEASE CONFIRM THE ACCOUNTING ENTRIES AND AVAILABLE BALANCES AND FORWARD TO THE CHIEF EXECUTIVE OFFICER FOR HER RECOMMENDATION OR ACTION.

## ADJUSTMENT REQUESTED AND REASONS THEREFORE

FY 2021-22

3 - VOTES

## SOURCES

## USES

## EXTRAORDINARY MAINTENANCE

A01-CF-2000-12810

SERVICES &amp; SUPPLIES

DECREASE APPROPRIATION

887,000

## PROBATION

CAMP SCOTT LIGHT STANDARDS AND GUARDRAILS PROJECT

A01-CP-6014-65042-87579

CAPITAL ASSETS - B &amp; I

INCREASE APPROPRIATION

887,000

SOURCES TOTAL

\$ 887,000

USES TOTAL

\$ 887,000

## JUSTIFICATION

Reflects the transfer of \$887,000 from Extraordinary Maintenance budget to the Camps Scott Light Standards and Guardrails project, Capital Project No. 87579 to fully fund the project cost.

James Yun  
Digitally signed by  
James Yun  
Date: 2021.09.13  
14:21:05 -0700

AUTHORIZED SIGNATURE

JAMES YUN, MANAGER, CEO

BOARD OF SUPERVISOR'S APPROVAL (AS REQUESTED/REVISED)

REFERRED TO THE CHIEF  
EXECUTIVE OFFICER FOR—☐ ACTION☒ RECOMMENDATION

Lan Sam

Digitally signed by  
Lan Sam  
Date: 2021.09.14  
17:19:33 -0700

BY

DATE

9/14/2021

☒ APPROVED AS REQUESTED☐ APPROVED AS REVISED

CHIEF EXECUTIVE OFFICER

AUDITOR-CONTROLLER

B.A. NO.

001

BY

DATE

9/15/2021

# Report to Public Safety Cluster

**Presented By:**  
**Wendelyn Julien, Executive Director**  
**October 6, 2021**

The mission of the Probation Oversight Commission (POC) is to re-imagine probation services in the County of Los Angeles to achieve accountability, transparency, and healing of the people served by and working for the Probation Department. The POC creates pathways for community engagement to foster trust between the community and the Probation Department. The POC ensures adherence to the highest ethics and the proper stewardship of public funds to support Probation in achieving the best outcomes for youth and adults on Probation.

## Community Engagement

- The POC will be holding two Town Hall meetings this month to obtain the public's input on (1) reaffirming and enhancing the L.A. Model at Campus Kilpatrick and (2) selecting a permanent Secure Youth Treatment Facility (SYTF) site.
- The distribution list for the POC now includes over 4,056 people, an increase of 581 people since the August report. An average of 75-100 individuals attend each meeting.
- Efforts to increase community engagement in sectors with a focus on families and individuals impacted by Probation continue.

## Facility Inspections

- The POC is on track to complete all facility inspections of the Los Angeles County Probation juvenile halls and camps by December 2021 to comply with Title 15 of the California Code of Regulations, § 1313. Findings will be shared with CAR and the Board of Supervisors.
- The California Board of State and Community Correction (BSCC) recently deemed two Probation Department facilities, Barry J. Nidorf and Central Juvenile Hall, unsuitable for confinement of minors. The POC is closely working with the Probation Department to work towards attaining full compliance, which will be re-evaluated at the BSCC November 18, 2021 board meeting.

## OC Spray

- The Probation Department has been reporting back monthly since August 15, 2021 regarding their progress on OC Spray elimination.
- As part of phasing out OC Spray, a training plan was implemented on September 20, 2021. Training will continue through June 30, 2022, when OC Spray is expected to be fully eliminated.

## Education/LACOE

- The Programs and Services Ad Hoc Committee continues its review of education in the juvenile halls and camps and will present an update during a future Town Hall in October.

## Grievances and Complaints

- The POC continues to review the Probation Department's current grievance and complaint processes. A comprehensive overview of these procedures will be presented in a public meeting in October.

### Recent Meetings:

#### August 12, 2021

- Update on Probation and LACOE progress on DOJ settlement requirements
- Update on Youth Justice Reimagined

#### August 26, 2021

- Update on the POC's progress over its first six months and future plans
- Update on OC Spray phase out plan
- Progress towards selecting permanent placement for DJJ youth

#### September 9, 2021

- Update on the Probation Department's progress toward maintaining a low census of youth in Los Angeles County juvenile halls and camps

#### September 23, 2021

- Report on the Probation Department's progress in increasing referrals to YDD and in drafting detention or release recommendations for pre-trial and post-disposition cases

### Upcoming Meetings:

#### October 7, 2021

- Town Hall on reaffirming and enhancing the L.A. Model at Campus Kilpatrick

#### October 14, 2021

- BSCC suitability for Barry J. Nidorf and Central Juvenile Hall
- Update on progress towards OC Spray Elimination
- Report on the Probation Department's Grievance and PREA procedures