



FESIA A. DAVENPORT  
Chief Executive Officer

County of Los Angeles  
Chief Executive Office

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

**DATE:** Wednesday, January 5, 2022  
**TIME:** 9:30 a.m.

**THIS MEETING WILL CONTINUE TO BE CONDUCTED VIRTUALLY TO ENSURE THE SAFETY OF MEMBERS OF THE PUBLIC AND EMPLOYEES AS PERMITTED UNDER STATE LAW. 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. Board Letter:  
APPROVE MEMORANDUM OF UNDERSTANDING BETWEEN THE GROUND AIR MEDICAL QUALITY TRANSPORT QUALITY IMPROVEMENT COLLABORATIVE LLC AND THE CONSOLIDATION FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY  
Speaker(s): Theresa Barrera and Dr. Clayton Kazan (Fire)
  - B. Board Letter:  
APPROVAL TO DONATE SURPLUS OUT-OF-SERVICE VEHICLES TO THE VENTURA COUNTY FIRE DEPARTMENT  
Speaker(s): Theresa Barrera and Eleni Pappas (Fire)
  - C. Board Letter:  
CONSTRUCTION CONTRACT – CONSTRUCTION MANAGEMENT CORE SERVICE AREA – FIRE CAMP 11 LIFE SAFETY IMPROVEMENTS PROJECT – REJECT ALL BIDS – ADOPT, ADVERTISE, AND AWARD SPECS. 7163R1; CAPITAL PROJECT NO. 87157  
Speaker(s): Ron Bleier (Fire) and Alicia Ramos (Public Works)

Wednesday, January 5, 2022

**D. Board Letter:**

APPROVAL OF A SOLE SOURCE FACILITIES USE AGREEMENT WITH RIO HONDO COMMUNITY COLLEGE DISTRICT FOR USE OF WEAPONS FIRING RANGE

Speaker(s): Mark Flores and Irma Santana (Sheriff's)

**E. Board Letter:**

AUTHORIZE THE DISTRICT ATTORNEY'S OFFICE TO COMPLETE THE APPLICATION PROCESS AND ACCEPT GRANT FUNDS FROM THE CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES FOR THE UNSERVED/UNDERSERVED VICTIM ADVOCACY AND OUTREACH PROGRAM FOR THE GRANT PERFORMANCE PERIOD BEGINNING JANUARY 1, 2022 AND ENDING DECEMBER 31, 2022

Speaker(s): Tiffany Blacknell and Michael Au-Yeung (District Attorney)

**4. PRESENTATION/DISCUSSION ITEM(S):**

**A. Board Letter:**

APPROVE THE 2019 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) PROGRAM BUDGET FOR THE COUNTY OF LOS ANGELES

Speaker(s): Michael Xie (CEO)

**B. Board Briefing:**

PROBATION OVERSIGHT COMMISSION (POC) MONTHLY BRIEFING

Speaker(s): Wendelyn Julien (POC)

**5. PUBLIC COMMENTS**

**CLOSED SESSION**

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

(Subdivision (a) of Government Code Section 54956.9)

**Erica Salazar, Guardian Ad Litem for M.S., a minor v. County of Los Angeles, et al.**

United States District Court Case No. 2:30-CV-00567-DSF-AS

Department: Probation

**6. ADJOURNMENT**

**7. UPCOMING ITEMS:**

- A.** Board Letter:  
FISCAL YEAR-END REPORT, AND UPDATED DEVELOPER FEE FOT THE  
BENEFIT OF THE CONSOLIDATED FIRE PROTECTION DISTRICT OF  
LOS ANGELES COUNTY  
Speaker(s): Theresa Barrera and Marcia Velasquez (Fire)
- B.** Board Letter:  
APPROVAL OF A STANDARDIZED MASTER AGREEMENT TO PROVIDE AS-  
NEEDED POLYGRAPH EXAMINATION SERVICES FOR ADULT SEX OFFENDERS  
AND POST-CONVICTION SEX OFFENDERS  
Speaker(s): Robert Smythe and Richard Giron (Probation)
- C.** Board Letter:  
EIGHT-YEAR LEASE – SHERIFF DEPARTMENT – 2934 EAST GARVEY AVENUE  
SOUTH, WEST COVINA  
Speaker(s): Mike Navarro (CEO)
- D.** Board Letter:  
EASTLAKE JUVENILE COURT CHILLER AND COOLING TOWERS  
REPLACEMENT PROJECT – CATEGORICAL EXEMPTION – CAPITAL PROJECT  
NO. 87823 – ESTABLISH AND APPROVE CAPTIAL PROJECT AND APPROVE  
APPROPRIATION ADJUSTMENT  
Speaker(s): Jodi Chen (ISD)
- E.** Board Letter:  
AUTHORIZE THE DISTRICT ATTORNEY TO ACCEPT GRANT FUNDS FROM THE  
STATE OF CALIFORNIA, DEPARTMENT OF INSURANCE (CDI) FOR  
AUTOMOBILE INSURANCE FRAUD (AIF), WORKER’S COMPENSATION  
INSURANCE FRAUD (WCIF), DISABILITY AND HEALTHCARE INSURANCE  
FRAUD (DHIF), AND ORGANIZED AUTOMOBILE FRAUD ACTIVITY  
INTERDICTION “URBAN GRANT” PROGRAMS AND APPROVE THE  
APPROPRIATION ADJUSTMENTS FOR FISCAL YEAR 2021-22  
Speaker(s): Steven Frankland and Peter Cagney (District Attorney)

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**

# BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

<b>CLUSTER AGENDA REVIEW DATE</b>	1/5/2022								
<b>BOARD MEETING DATE</b>	1/18/2022								
<b>SUPERVISORIAL DISTRICT AFFECTED</b>	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 <sup>st</sup> <input type="checkbox"/> 2 <sup>nd</sup> <input type="checkbox"/> 3 <sup>rd</sup> <input type="checkbox"/> 4 <sup>th</sup> <input type="checkbox"/> 5 <sup>th</sup>								
<b>DEPARTMENT(S)</b>	FIRE								
<b>SUBJECT</b>	APPROVE MEMORANDUM OF UNDERSTANDING BETWEEN THE GROUND AIR MEDICAL QUALITY TRANSPORT QUALITY IMPROVEMENT COLLABORATIVE LLC AND THE CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY								
<b>PROGRAM</b>	N/A								
<b>AUTHORIZES DELEGATED AUTHORITY TO DEPT</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No								
<b>SOLE SOURCE CONTRACT</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why:								
<b>DEADLINES/ TIME CONSTRAINTS</b>	NONE								
<b>COST &amp; FUNDING</b>	<table border="1" style="width: 100%;"> <tr> <td style="width: 50%;">Total cost: \$2,500</td> <td style="width: 50%;">Funding source: District's 2021-22 Final Adopted Budget</td> </tr> <tr> <td colspan="2">TERMS (if applicable):</td> </tr> <tr> <td colspan="2">Explanation:  The cost of participating in GAMUT is \$2,500 annually.</td> </tr> </table>			Total cost: \$2,500	Funding source: District's 2021-22 Final Adopted Budget	TERMS (if applicable):		Explanation:  The cost of participating in GAMUT is \$2,500 annually.	
Total cost: \$2,500	Funding source: District's 2021-22 Final Adopted Budget								
TERMS (if applicable):									
Explanation:  The cost of participating in GAMUT is \$2,500 annually.									
<b>PURPOSE OF REQUEST</b>	Requesting Board of Supervisors' (Board) approval to authorize the Fire Chief, or his designee, to enter into a Memorandum of Understanding (MOU) with the Ground Air Medical Quality Transport Quality Improvement Collaborative LLC (GAMUT).transport.								
<b>BACKGROUND (include internal/external issues that may exist including any related motions)</b>	<p>The District's Training and Emergency Medical Services Bureau (TEMSB) is interested in participating in GAMUT's Collaborative for performance benchmarking resources specific to medical transport.</p> <p>The MOU facilitates the District's ability to benchmark quality and safety data with like helicopter provider agencies around the country.</p>								
<b>EQUITY INDEX OR LENS WAS UTILIZED</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:								
<b>SUPPORTS ONE OF THE NINE BOARD PRIORITIES</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please state which one(s) and explain how:								
<b>DEPARTMENTAL CONTACTS</b>	Name, Title, Phone # & Email: Theresa Barrera, Deputy Fire Chief – (323) 881-2426 – <a href="mailto:Theresa.Barrera@fire.lacounty.gov">Theresa.Barrera@fire.lacounty.gov</a> Clayton Kazan, Chief Physician – (323) 881-2471 – <a href="mailto:Clayton.Kazan@fire.lacounty.gov">Clayton.Kazan@fire.lacounty.gov</a>								



# COUNTY OF LOS ANGELES FIRE DEPARTMENT

1320 NORTH EASTERN AVENUE  
LOS ANGELES, CALIFORNIA 90063-3294  
(323) 881-2426  
www.fire.lacounty.gov

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

## BOARD OF SUPERVISORS

HILDA L. SOLIS  
FIRST DISTRICT

HOLLY J. MITCHELL  
SECOND DISTRICT

SHEILA KUEHL  
THIRD DISTRICT

JANICE HAHN  
FOURTH DISTRICT

KATHRYN BARGER  
FIFTH DISTRICT

DARYL L. OSBY  
FIRE CHIEF  
FORESTER & FIRE WARDEN

January 18, 2022

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

Dear Supervisors:

### **APPROVE MEMORANDUM OF UNDERSTANDING BETWEEN THE GROUND AIR MEDICAL QUALITY TRANSPORT QUALITY IMPROVEMENT COLLABORATIVE LLC AND THE CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY (ALL DISTRICTS) (3 VOTES)**

#### **SUBJECT**

The Consolidated Fire Protection District of Los Angeles County (District) is requesting Board of Supervisors' (Board) approval to authorize the Fire Chief, or his designee, to enter into a Memorandum of Understanding (MOU) with the Ground Air Medical Quality Transport Quality Improvement Collaborative LLC (GAMUT) to participate in their quality improvement collaborative (Collaborative) and performance benchmark resources in medical transport.

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

1. Find that this agreement is exempt from the provision of the California Environmental Quality Act (CEQA).
2. Authorize the Fire Chief, or his designee, to execute an MOU, in substantially similar form as Attachment A, with the GAMUT effective when fully executed by both parties.
3. Authorize the Fire Chief, or his designee, to execute future amendments to the MOU or terminate the agreement, as approved as to form by County Counsel.

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

AGOURA HILLS  
ARTESIA  
AZUSA  
BALDWIN PARK  
BELL  
BELL GARDENS  
BELLFLOWER  
BRADBURY  
CALABASAS

CARSON  
CERRITOS  
CLAREMONT  
COMMERCE  
COVINA  
CUDAHY  
DIAMOND BAR  
DUARTE

EL MONTE  
GARDENA  
GLENDALE  
HAWAIIAN GARDENS  
HAWTHORNE  
HERMOSA BEACH  
HIDDEN HILLS  
HUNTINGTON PARK  
INDUSTRY

INGLEWOOD  
IRVINDALE  
LA CANADA-FLINTRIDGE  
LA HABRA  
LA MIRADA  
LA PUENTE  
LAKEWOOD  
LANCASTER

LAWDALE  
LOMITA  
LYNWOOD  
MALIBU  
MAYWOOD  
NORWALK  
PALMDALE  
PALOS VERDES ESTATES  
PARAMOUNT

PICO RIVERA  
POMONA  
RANCHO PALOS VERDES  
ROLLING HILLS  
ROLLING HILLS ESTATES  
ROSEMEAD  
SAN DIMAS  
SANTA CLARITA

SIGNAL HILL  
SOUTH EL MONTE  
SOUTH GATE  
TEMPLE CITY  
VERNON  
WALNUT  
WEST HOLLYWOOD  
WESTLAKE VILLAGE  
WHITTIER

4. Authorize the Fire Chief, or his designee, to execute similar MOUs for District participation in future Collaboratives that show merit in improving the safety, quality, and performance of medical transport systems, as approved as to form by County Counsel.

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

The District's Training and Emergency Medical Services Bureau (TEMSB) is interested in participating in GAMUT's Collaborative for performance benchmarking resources specific to medical transport. The District will submit de-identified data to GAMUT that will be used to track, report, and analyze performance on medical transport specific quality metrics. Participating with the GAMUT Collaborative is a valuable component in ensuring that the District is meeting/exceeding industry standards for medical care in flight.

The MOU facilitates the District's ability to benchmark quality and safety data with like helicopter provider agencies around the country. While the District's Medical Director and Senior Nursing Instructor are qualified to review program data, for the District to continue to meet and exceed industry standards for quality patient care, an ability to benchmark data against other agencies across the country is needed. GAMUT is the only data set that is specific to air medical transport. air medical transport.

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

Approval of the recommended actions is consistent with the County's Strategic Goal No III, Strategy III.4: Engage and Share Information with Our Customers, Communities, and Partners.

#### **FISCAL IMPACT/FINANCING**

The cost of participating in GAMUT is \$2,500 annually. Sufficient funding is available in the District's Fiscal Year 2021-22 Final Adopted Budget.

There is no impact to net County cost.

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

There is inherent risk to crews and patients when transported by helicopter. Participating in GAMUT's Collaborative will allow the District to review all aspects of safety from the aviation and medical perspective and ensures that the operation meets industry standards for best practices. The District's past participation with GAMUT Collaborative has allowed the District to follow best practices that include: (1) the District Medical Director's completion of the Air Medical Physician Association Medical Director course;(2) Air Operations firefighter/paramedics being held to a higher certification standard compared with ground firefighter/paramedics; and (3) the Senior Nursing Instructor assigned to Air Operations being a Certified Flight Nurse.

GAMUT's database does not allow the entry of personally identifiable information (PII) or protected health information (PHI), which ensures no such information can be transmitted by its participants.

Approval of this request will authorize the Fire Chief, or his designee, to execute the MOU, amend as necessary, and execute similar MOUs, subject to review and approval as to form by County Counsel.

### **ENVIRONMENTAL DOCUMENTATION**

This MOU will not have a significant effect on the environment; therefore, it is exempt from the California Environmental Quality Act (CEQA), pursuant to Section 15061 (b)(3) of the CEQA Guidelines.

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

There is no impact to current services and projects.

### **CONCLUSION**

Upon conclusion of the public hearing and approval by your Honorable Board, please instruct the Executive Officer to return two adopted stamped copies of this letter to:

Consolidated Fire Protection District of Los Angeles County  
Executive Office – Emergency Operations  
Attention: Zuleyda Santana, Administrative Services Manager II  
1320 North Eastern Avenue  
Los Angeles, CA 90063

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

Respectfully submitted,

ANTHONY C. MARRONE, INTERIM FIRE CHIEF

ACM:zs

Enclosures

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

## **GAMUT PARTICIPATION AGREEMENT**

THIS PARTICIPATION AGREEMENT ("Agreement") is entered into and effective September 20, 2021 (the "Effective Date") by and between GAMUT Quality Improvement Collaborative LLC, a Delaware Limited Liability Company ("GAMUT") and Los Angeles County Fire Department ("Member"). Collectively, GAMUT and Member may be referred to herein as the "Parties" and individually as a "Party".

WHEREAS, GAMUT operates a quality improvement collaborative and performance benchmarking resource in the domain of medical transport (the "Collaborative"). Its mission is to support its members, healthcare authorities, and related organizations to improve the safety, quality, and performance of medical transport systems throughout the world.

WHEREAS, GAMUT has established a database for transport teams to submit data and track, report, and analyze their performance on transport-specific quality metrics ("Database");

WHEREAS, Member provides medical transportation services and is interested in participating in the Collaborative and submitting data to the Database for the purposes set forth herein; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements exchanged between the Parties and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, GAMUT and Member agree as follows:

### **1. PARTICIPATION IN THE COLLABORATIVE**

1.1. Data Submission. Member will be expected to provide data from time to time to GAMUT for inclusion in the Database. Member represents that it has the authority, including all necessary consents, to submit data to GAMUT for the purposes contemplated by this Agreement. If Member participated in the historical GAMUT project commenced in 2014, by entering this agreement Member hereby authorizes GAMUT to access and import Member's historical data for inclusion in the Database. All data submitted by Member to the Database, including imported data (collectively, "Member Data") shall be subject to the terms and conditions of this Agreement. Member acknowledges and agrees that the Database is designed for de-identified aggregated performance data, and is not intended for data about individual or identifiable patients or transports. Member will at no time submit to GAMUT or the Database data of any kind that may constitute "protected health information" as defined by the Health Insurance Portability and Accountability Act of 1996 (HIPAA) in the United States or "personally identifiable information" as may be defined in applicable international, federal, state, or local information security and privacy laws, or that otherwise could be used to identify an individual patient.

1.2. Data Quality. All Member Data shall be submitted in accordance with standard data layout, format, and quality threshold specifications provided by GAMUT, as may be amended from time to time in GAMUT's sole discretion. Member will take all reasonable steps to avoid the submission of inaccurate, incomplete, or duplicative data. Member will promptly notify GAMUT in writing of any data quality issues or deficiencies. Member will use its best efforts to promptly address any data quality issues or deficiencies that either GAMUT or Member identifies or becomes aware of and agrees to cooperate with and assist GAMUT in promptly correcting the data quality issues or deficiencies.

1.3. Use of Member Data and Identity. The Parties acknowledge and agree that all Member Data is and shall remain the sole property of Member. Member hereby grants (or has caused the applicable licensor or rights-holder to grant) to GAMUT a non-exclusive, perpetual, royalty-free, worldwide, sublicenseable, transferable right and license to access and use Member Data for the purposes set forth in this Agreement. Member hereby acknowledges and agrees that Member Data may be accessed and used by GAMUT for inclusion in the Database and subsets or expansions of the Database, to provide services to GAMUT members, and/or for other commercial or non-commercial uses consistent with the mission and interests of GAMUT. GAMUT agrees not to disclose to any other third party the identity of Member as the source of specific data records except (i) as required by law or pursuant to a court order, or (ii) as required to conduct research projects approved by GAMUT, or (iii) with the prior written consent of Member. GAMUT may disclose to third parties that Member is a current or past participant in the Collaborative. GAMUT may disclose to other members of the Collaborative the contact information of an administrative user of Member or Member's transport programs unless Member requests in writing to GAMUT to opt out of such sharing. GAMUT believes learning from high performers is a fundamental principle of quality improvement, and for this reason, if applicable, GAMUT may also disclose to other members of the Collaborative the identity of Member as a high performer in a specific metric, unless Member requests in writing to GAMUT to opt out of such sharing.

GAMUT Reports. GAMUT on behalf of itself or the Collaborative may make available prepared or interactive reports of Member's performance ("GAMUT Reports") at GAMUT's own discretion for any purpose consistent with GAMUT's mission and interests. Provided that Member participates in the Database in accordance with GAMUT requirements and is in compliance with the terms of this Agreement (including but not limited to payment of all applicable fees), Member will be entitled to access GAMUT Reports for Member's internal quality improvement purposes. Member shall not disclose GAMUT Reports or excerpts thereof to any third party without the prior written consent of GAMUT, except for the purpose of Member's quality improvement program, accreditation, or with regulatory



agencies, as appropriate.

14. GAMUT Materials. GAMUT on behalf of itself or the Collaborative may publish, distribute, and otherwise make available, materials, documents, videos, training resources, and other information ("GAMUT Materials") at GAMUT's own discretion for any purpose consistent with GAMUT's mission and interests. Provided that Member is in compliance with the terms of this Agreement (including but not limited to payment of all applicable fees), Member will be entitled to access and use GAMUT Materials for Member's internal quality improvement purposes. Member shall not disclose GAMUT Materials or excerpts thereof to any third party without the prior written consent of GAMUT.

15. Restricted Use and Disclosure. Except as otherwise specified herein, GAMUT Reports and GAMUT Materials may only be used by Member and its designated employees, agents and subcontractors as necessary and for the purposes expressly set forth in this Agreement. Member shall not attempt to identify or contact the source or sources of aggregate data records it may access or obtain from GAMUT unless such identification or contact is required by law and pre-approved by GAMUT in writing. Member shall not sell, lease, transfer, or offer products or services based on, incorporating, or presenting data from the Database, GAMUT Reports, or GAMUT Materials. Member shall not be prevented from disclosing GAMUT Reports which must be disclosed by law or by court order, provided, however, Member must notify GAMUT prior to making such disclosure and must undertake reasonable efforts to limit such disclosure. GAMUT will require all other members of the Collaborative to agree to substantially the same terms and conditions regarding data use, disclosure, and confidentiality.

16. Safeguards. Member will implement appropriate safeguards to prevent access, use and disclosure of GAMUT Reports and GAMUT Materials other than as provided for by this Agreement. Member agrees to report to GAMUT, within three (3) days of discovery, any access, use or disclosure of GAMUT Reports or GAMUT Materials not provided for by this Agreement. Member will ensure that all employees, agents and subcontractors to whom it provides GAMUT Reports and GAMUT Materials agree to the same restrictions and conditions that apply to Member under this Agreement.

1.8 Publications. To minimize audience confusion and maximize the academic and technical integrity of the Collaborative, data and information obtained or derived from GAMUT and GAMUT Reports may only be published or presented in accordance with the GAMUT Publication Guidelines, as maybe amended from time to time in GAMUT's sole discretion. Member agrees to credit GAMUT as the source of benchmarking information in all such publications.

## **2. INTELLECTUAL PROPERTY**

2.1. GAMUT Intellectual Property. The Database, any and all compilations and reports based thereon including GAMUT Reports, all information and other intellectual property derived therefrom, and GAMUT Materials constitute GAMUT intellectual property ("GAMUT Intellectual Property") and are and shall remain the sole property of GAMUT and may not be reproduced, sold, further disseminated, or otherwise used or disclosed, except as expressly provided in this Agreement. Member shall not obtain any interest in any GAMUT Intellectual Property as a result of this Agreement or Member's participation in the Collaborative.

## **3. FEES**

3.1. Annual Participation Fee. In consideration of Member's participation in the Collaborative, Member agrees to pay to GAMUT the annual participation fee set forth on GAMUT's standard fee schedule. Member will pay the annual participation fee within thirty (30) days after receiving an invoice from GAMUT. GAMUT may adjust the annual participation fee upon at least thirty (30) days prior written notice to Member. The annual participation fee is non-refundable.

3.2. Additional Fees. Member may request additional reports, data analysis, consulting, or other services, payable in accordance with GAMUT's standard fee schedule at the time of the request. GAMUT will provide Member with a copy of the applicable standard fee schedule upon request. GAMUT may require a separate work order for such additional services depending on the scope of the request.

3.3. Taxes. Member will be solely responsible for payment of any sales, use, or other applicable taxes associated with Member's participation in the Collaborative, unless Member has an applicable valid tax exemption certificate.

## **4. DISCLAIMER OF WARRANTIES**

4.1. No Warranties. The GAMUT Reports and GAMUT Materials are provided to Member on an "as is" basis and GAMUT makes no representations or warranties whatsoever, oral or written, express or implied, including but not limited to implied warranties of merchantability or fitness for any particular purpose regarding GAMUT Reports, GAMUT Materials, or any other matter pertaining

to this Agreement. GAMUT does not warrant that the GAMUT Reports or GAMUT Materials will be accurate, will meet all of Member's requirements, or will be error free.

## 5. REMEDIES

5.1. Remedies. Member understands and acknowledges that the restrictions and obligations accepted by Member pursuant to this Agreement are reasonable and necessary in order to protect the interests of GAMUT and other members of the Collaborative, and that the failure of Member to comply with this Agreement in any respect could cause irreparable harm to GAMUT and such other members for which there may be no adequate legal remedy. Member therefore understands and agrees, notwithstanding any contrary provision in any other agreement between the Parties, that GAMUT retains its full rights to pursue legal or equitable remedies in the event of any breach or threatened breach of this Agreement, and may prevent Member and any of its agents or subcontractors, or any third party who has received GAMUT Reports or GAMUT Materials from violating this Agreement by any legal means available. Member

5.2. Member further understand that violation of this Agreement may subject Member to applicable legal penalties and termination of any arrangement entered into between GAMUT and Member, including this Agreement and Member's participation in the Collaborative.

## 6. TERM

6.1 Initial Term; Renewal Terms. This Agreement and Member's right to access and use GAMUT Reports and GAMUT Materials shall commence on the Effective Date and shall continue for a period of one (1) year ("Initial Term"), unless earlier terminated as provided in Section 7 (Termination) below. Thereafter, this Agreement shall automatically renew for additional one (1) year terms (each a "RenewalTerm"), unless either Party provides notice of its intent not to renew the Agreement at least thirty (30) days prior to the expiration of the respective Initial Term or Renewal Term.

## 7. TERMINATION

7.1. Termination Without Cause. GAMUT or Member may terminate this Agreement at anytime with or without cause upon at least thirty (30) days written notice to the other Party.

7.2. Mutual Termination. The Parties also may terminate this Agreement at any time by their mutual consent in writing.

7.3. Termination For Breach. Either Party may immediately terminate this Agreement if it makes the determination that the other Party has breached a material term of this Agreement and either (i) the non-breaching Party reasonable determines cure is not possible, or (ii) if cure is possible, the breaching Party has not cured the breach within thirty (30) days after receiving notice of the breach from the non-breaching Party.

7.4. Effect of Termination.

7.4.1. Upon termination or expiration of this Agreement, whichever first occurs, Member must immediately either return or destroy the GAMUT Materials that are in its possession and that are in the possession of its agents and subcontractors. Member shall provide GAMUT with appropriate documentation and written certification evidencing such return or destruction. In the event that GAMUT and Member mutually agree that returning or destroying the GAMUT Materials is infeasible, Member shall continue to extend the protections of this Agreement to the GAMUT Materials and limit further uses and disclosures of the GAMUT Materials to those purposes that make the return or destruction infeasible, for as long as Member retains the GAMUT Materials. Member may retain copies of GAMUT Reports created for or by Member for its internal use only.

7.4.2. Member Data submitted prior to any termination or expiration of this Agreement may be retained in the Database indefinitely and used and disclosed as set forth in this Agreement, subject to continuing application of the obligations and restrictions set forth in this Agreement.

## 8. NOTICES

Notice Address. All notices hereunder shall be in writing, in English, delivered personally, by certified or registered mail, return receipt requested, by overnight courier, sent by e-mail or other means of electronic transmission with emailed or telephonic confirmation of receipt, and shall be deemed to have been duly given when delivered personally or when deposited in the United States mail, postage prepaid, deposited with the overnight courier, or upon emailed or telephonic confirmation of receipt,

addressed as follows or to such other persons or places as either Party may from time to time designate by notice pursuant to this Section 8 (Notices):

<b>To Member:</b> Battalion Chief Los Angeles County Fire Department 12605 Osborne St, Pacoima, CA 91331 USA Email: <a href="mailto:robert.gaylor@fire.lacounty.gov">robert.gaylor@fire.lacounty.gov</a> Phone: +1 213 608 6486	<b>To GAMUT:</b> Chief Executive Officer GAMUT Quality Improvement Collaborative LLC 68 Ravenna Street #463, Hudson, Ohio 44236 USAEmail: <a href="mailto:support@gamutqi.org">support@gamutqi.org</a> Phone: +1 330 510 2226
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## 9. DISPUTE RESOLUTION

- 9.11. Dispute Resolution. In the event the Parties reach an impasse or conflict on any issue arising under this Agreement (a "Dispute"), the following dispute resolution mechanism shall apply:
- 9.12. Notice; Initial Resolution. The Party alleging the existence of a Dispute shall give the other Party written notice of the basis of the Dispute. The notice shall identify with specificity the issues involved in the Dispute. The Dispute shall first be submitted to the Chief Executive Officers of the Parties. They shall have a period of no more than ten (10) business days to resolve the Dispute. If the Dispute still is unresolved, the Dispute will then be submitted to mediation in accordance with Subsection 9.1.2 below.
- 9.13. Mediation. Mediation under this Agreement shall be conducted by a panel of three (3) mediators pursuant to the American Health Lawyers Association Alternative Dispute Resolution Service Rules of Procedure for Mediation. Each Party shall attend the mediation through at least two individuals having the authority to negotiate on behalf of the Party. If mediation does not resolve the Dispute, the Dispute shall be submitted to binding arbitration in accordance with Subsection 9.1.3 below.
- 9.14. Arbitration. Arbitration shall be conducted by a panel of three (3) arbitrators pursuant to the American Health Lawyers Association Alternative Dispute Resolution Service Rules of Procedure for Arbitration. An arbitrator may have served as a mediator under Subsection 9.1.2 above. If the arbitration panel finds that the Dispute is irreconcilable, either Party may terminate this Agreement upon written notice to the other Party.
- 9.15. Venue; Responsibilities for Fees and Costs. Mediation and arbitration under this Section 9 shall be conducted in Akron, Ohio, United States of America, unless otherwise agreed to by the Parties. The Parties shall share equally the fees of the mediators and arbitrators and the costs of mediation and arbitration.

## 10. MISCELLANEOUS

- 10.1. Complete Agreement. This Agreement contains the entire understanding of the Parties with respect to the subject matter hereof and supersedes all prior agreements, oral or written, and all other communications between the Parties relating to such subject matter.
- 10.2. Amendment. This Agreement may not be amended or modified except by mutual written agreement.
- 10.3. Counterparts. This Agreement may be executed in one or more counterparts, all of which together shall constitute only one Agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission (including via PDF or other similar attachment) shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.
- 10.4. Waiver. A waiver by either Party of a breach or failure to perform hereunder shall not constitute a waiver of any subsequent breach or failure.
- 10.5. Successors and Assigns. Neither Party shall assign or transfer, in whole or in part, this Agreement or any of such Party's rights, duties or obligations under this Agreement without the prior written consent of the other Party, and any assignment or

transfer without such consent shall be null and void. This Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective heirs, representatives, successors and permitted assigns.

10.6. Authorization of Individuals. Member represents and warrants that it is free to enter into this Agreement and that, by doing so, Member will not violate the terms of any other agreement.

10.7. Sanctioned Individuals or Entities. Each Party represents and warrants that it, and any individual providing services on its behalf hereunder, is not currently listed by a federal agency as excluded, debarred, or otherwise ineligible for participation in any Federal health care program (as defined under 42 USC § 1320a-7b(f), and hereinafter referred to as "Federal Health Care Program"). Neither Party shall employ, contract with, or otherwise use items from, or the services of, any individual or entity whom it knows or should have known, (a) has been convicted of a criminal offense related to healthcare (unless the individual has been reinstated to participation in Medicare and all other Federal Health Care Programs after being excluded because of the conviction), or (b) is currently listed by a federal agency as excluded, debarred, or otherwise ineligible for participation in any Federal Health Care Program. In furtherance of this representation and warranty, each Party shall make reasonable inquiry as to any prospective employee, agent, individual, or entity considered for engagement by such Party by reviewing the General Services Administration List of Parties Excluded from Federal Program and the HHS/OIG Cumulative Sanction Report. Each Party covenants that upon becoming aware of an entity or individual with which it employs, contracts with, or has a relationship with, or has a relationship in which it uses the entity's or individual's items or services, being (i) convicted of a criminal offense related to healthcare, or (ii) listed by a Federal agency as excluded, debarred, or otherwise ineligible for participation in any Federal Health Care Program, it shall immediately notify the other Party. Each Party shall indemnify, defend, and hold the other harmless from any liability whatsoever, including without limitation, any monetary penalties, resulting from the Party's own breach of any representation, warranty, or covenant to this Section 10.7 (Sanctioned Individuals or Entities).

10.8. Compliance with Applicable Law. Member agrees that it will comply with all applicable laws, statutes, regulations and guidelines relating to this Agreement and Member's participation in the Collaborative.

10.9. Indemnification by Member. Member shall indemnify and hold harmless GAMUT, its officers, directors, employees, agents, affiliates, and subcontractors from and against any and all claims, liabilities, damages and expenses, including reasonable attorneys' fees, incurred by GAMUT in defending or compromising actions brought against it, its officers, directors, employees, agents, affiliates, or subcontractors, arising out of or related to (i) the Member Data; (ii) Member's failure to obtain any necessary consents to submit Member Data to GAMUT; (iii) the acts or omissions of the employees, agents, and contractors of Member, including, but not limited to, any unauthorized or prohibited use or disclosure of the GAMUT Reports or GAMUT Materials; and (iv) any other breach of this Agreement.

Indemnification by GAMUT. GAMUT shall indemnify and hold harmless Member, its officers, directors, employees, agents, affiliates, and subcontractors from and against any and all claims, liabilities, damages and expenses, including reasonable attorneys' fees, incurred by Member in defending or compromising actions brought against it, its officers, directors, employees, agents, affiliates, or subcontractors, arising out of or related to the acts or omissions of the employees, agents, and contractors of GAMUT.

10.10. Use of a Party's Name. Except as specifically provided in this Agreement, neither Party will use the name, logo or trademark of the other Party in any form of publicity or promotional or advertising material, or in any communications with the media without the other Party's prior written consent to the specific contemplated use.

10.11. Force Majeure. Neither party shall be liable to the other party for any failure or delay in performance of its respective obligations (other than a payment obligation) under this Agreement arising out of or caused, directly or indirectly, by circumstances beyond its reasonable control, including, without limitation, acts of God, earthquakes, fires, floods, war, civil or military disturbances, riots, acts or threats of terrorism, sabotage, strikes, labor disputes, plagues, epidemics, pandemics, outbreaks of disease, or any other public health crisis or emergency, including quarantine, lockdown, or other employee restrictions, or any other event or cause, whether similar or dissimilar to any of the foregoing and whether such event or cause existed on and continued after the Effective Date or arose after the Effective Date (each of the foregoing, a "Force Majeure Event"); provided, however, that in the event of such a failure or delay, the affected party or parties shall use its or their reasonable efforts to ameliorate the effects of any such failure or delay, provided further, however, that Member (i) acknowledges and agrees that GAMUT has the right, in its sole discretion, to allocate its resources as GAMUT deems necessary in response to such Force Majeure Events, and (ii) agrees to comply with any policies, procedures, restrictions, or guidelines, GAMUT may implement in response to such Force Majeure Events.

10.12. Severability. The invalidity or illegality of any provision of this Agreement will not affect the enforceability of the remaining provisions of this Agreement.

10.13. Third Party Beneficiaries. Nothing in this Agreement shall create or be deemed to create any third party beneficiary rights in any person or entity not a party to this Agreement.

10.14. Governing Law. This Agreement will be governed and construed in accordance with the laws of the State of Ohio, United States of America, without regard to conflict of law principles.

10.15. Relationship of the Parties. It is understood and agreed that the Parties to this Agreement are independent contractors, and nothing herein will be construed to establish a partnership or joint venture relationship between the Parties.

10.16. Language. The language of this Agreement is English and all notices, invoices and other documents given under this Agreement must be in English to be effective. No translation, if any, of this Agreement or any notice will be of any effect in the interpretation of this Agreement or in determining the intent of the parties. The Parties have expressly agreed that all notices, invoices and related documents be drafted in English.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement effective as of the date and year first written above.

**Member**

**GAMUT**

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

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

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

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

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

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

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

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

# BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

<b>CLUSTER AGENDA REVIEW DATE</b>	1/5/2022		
<b>BOARD MEETING DATE</b>	1/18/2022		
<b>SUPERVISORIAL DISTRICT AFFECTED</b>	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 <sup>st</sup> <input type="checkbox"/> 2 <sup>nd</sup> <input type="checkbox"/> 3 <sup>rd</sup> <input type="checkbox"/> 4 <sup>th</sup> <input type="checkbox"/> 5 <sup>th</sup>		
<b>DEPARTMENT(S)</b>	FIRE		
<b>SUBJECT</b>	APPROVAL TO DONATE SURPLUS OUT-OF-SERVICE VEHICLES TO THE VENTURA COUNTY FIRE DEPARTMENT		
<b>PROGRAM</b>	N/A		
<b>AUTHORIZES DELEGATED AUTHORITY TO DEPT</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
<b>SOLE SOURCE CONTRACT</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why:		
<b>DEADLINES/ TIME CONSTRAINTS</b>	NONE		
<b>COST &amp; FUNDING</b>	Total cost: \$0		Funding source:
	TERMS (if applicable):		
	Explanation:  The recommended actions have no fiscal impact, as the vehicles are surplus to the needs of the District. There is no impact to net County costs.		
<b>PURPOSE OF REQUEST</b>	The Consolidated Fire Protection District of Los Angeles County (District) is requesting Board of Supervisors' (Board) approval to donate surplus out-of-service to the Ventura County Fire Department.		
<b>BACKGROUND (include internal/external issues that may exist including any related motions)</b>	The District has a 20-year replacement plan for firefighting apparatus, consisting of 15 years of front-line service and five years of reserve service and a 14-year replacement plan for Crew Carriers. All three identified apparatus have exceeded their life expectancy and no longer meet the needs of the District.  These donations provide benefit to the Ventura County Fire Department by allowing it to staff additional hand crews for wildland fire protection.		
<b>EQUITY INDEX OR LENS WAS UTILIZED</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:		
<b>SUPPORTS ONE OF THE NINE BOARD PRIORITIES</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please state which one(s) and explain how:		
<b>DEPARTMENTAL CONTACTS</b>	Name, Title, Phone # & Email: Theresa Barrera, Deputy Fire Chief – (323) 881-2426 – <a href="mailto:Theresa.Barrera@fire.lacounty.gov">Theresa.Barrera@fire.lacounty.gov</a> Eleni Pappas, Deputy Fire Chief – (323) 881-6155 – <a href="mailto:Eleni.Pappas@fire.lacounty.gov">Eleni.Pappas@fire.lacounty.gov</a>		



# COUNTY OF LOS ANGELES FIRE DEPARTMENT

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

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

## BOARD OF SUPERVISORS

HILDA L. SOLIS  
FIRST DISTRICT

HOLLY J. MITCHELL  
SECOND DISTRICT

SHEILA KUEHL  
THIRD DISTRICT

JANICE HAHN  
FOURTH DISTRICT

KATHRYN BARGER  
FIFTH DISTRICT

DARYL L. OSBY  
FIRE CHIEF  
FORESTER & FIRE WARDEN

January 18, 2022

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

Dear Supervisors:

### **APPROVAL TO DONATE SURPLUS OUT-OF-SERVICE VEHICLES TO THE VENTURA COUNTY FIRE DEPARTMENT (ALL DISTRICTS) (3 VOTES)**

#### **SUBJECT**

The Consolidated Fire Protection District of Los Angeles County (District) is requesting Board of Supervisors' (Board) approval to donate surplus out-of-service to the Ventura County Fire Department.

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

1. Find that the recommendations listed below are exempt from the provision of the California Environmental Quality Act (CEQA) pursuant to Section 15062 (b)(3) of CEQA.
2. Approve the District's donation of a surplus out-of-service vehicles listed below, to the Ventura County Fire Department and authorize the Fire Chief, or his designee, to execute a Donation Agreement (Attachment B), which has been approved as to form by County Counsel, between the District and Ventura County Fire Department.

F1147 - 1FVABWAKX3HK88945 - 2003 Freightliner FL80 – Crew Carrier Bus  
F1149 - 1FVABWAK43HK88942 - 2003 Freightliner FL80 – Crew Carrier Bus  
F1201 - 1FVABWAK33HK88950 - 2003 Freightliner FL80 – Crew Carrier Bus

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

AGOURA HILLS  
ARTESIA  
AZUSA  
BALDWIN PARK  
BELL  
BELL GARDENS  
BELLFLOWER  
BRADBURY  
CALABASAS

CARSON  
CERRITOS  
CLAREMONT  
COMMERCE  
COVINA  
CUDAHY  
DIAMOND BAR  
DUARTE

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

INGLEWOOD  
IRVINDALE  
LA CANADA-FLINTRIDGE  
LA HABRA  
LA MIRADA  
LA PUENTE  
LAKEWOOD  
LANCASTER

LAWDALE  
LOMITA  
LYNWOOD  
MALIBU  
MAYWOOD  
NORWALK  
PALMDALE  
PALOS VERDES ESTATES  
PARAMOUNT

PICO RIVERA  
POMONA  
RANCHO PALOS VERDES  
ROLLING HILLS  
ROLLING HILLS ESTATES  
ROSEMEAD  
SAN DIMAS  
SANTA CLARITA

SIGNAL HILL  
SOUTH EL MONTE  
SOUTH GATE  
TEMPLE CITY  
VERNON  
WALNUT  
WEST HOLLYWOOD  
WESTLAKE VILLAGE  
WHITTIER

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

The District has a 20-year replacement plan for firefighting apparatus, consisting of 15 years of front-line service and five years of reserve service and a 14-year replacement plan for Crew Carriers. All three identified apparatus have exceeded their life expectancy and no longer meet the needs of the District.

Ventura County Fire Department will accept the vehicles in an “as is” condition and will pay the transportation costs and assume all liability.

These donations provide benefit to the Ventura County Fire Department by allowing it to staff additional hand crews for wildland fire protection.

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

Approval of the recommended actions is consistent with the County’s Strategic Plan Goal No. III, Strategy III.3: Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability, by continually assessing our efficiency and effectiveness, maximizing, and leveraging resources, and holding ourselves accountable.

### **FISCAL IMPACT/FINANCING**

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

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

These vehicles were placed out-of-service and are no longer utilized by the District. Government Code, section 25372 provides the authority for the Board to donate or lease any real or personal property that is declared to be surplus to any public agency or organization exempt from taxation.

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

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



**CONCLUSION**

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

Consolidated Fire Protection District of Los Angeles County  
Executive Office, Business Operations  
Attention: Zuleyda Reyes-Santana, Administration Services Manager II  
1320 North Easter Avenue  
Los Angeles, CA 90063  
Zuleyda.Reyes@fire.lacounty.gov  
The District's contact may be reached at (323) 881-6173.

Respectfully submitted,

DARYL L. OSBY  
FIRE CHIEF, FORESTER & FIRE WARDEN

DLO:sz

Enclosures

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

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

**DONATION AGREEMENT**

The Consolidated Fire Protection District of Los Angeles County, hereinafter referred to as "District", by action of the County of Los Angeles Board of Supervisors, hereinafter referred to as "Board", as its governing body, on this 22<sup>nd</sup> day of September 2021, enters into Donation Agreement with the Ventura County Fire Department herein a California non-profit tax exempt public agency, located at 2431 Latigo Avenue, Oxnard, CA 93030, hereinafter referred to as "Donee", for the donation of the "vehicles" below, hereinafter referred to as "donated vehicles". The Board has found that these vehicles are surplus to the District's needs:

1. One 2003 Freightliner FL80 Crew Carrier Bus (VIN # 1FVABWAKX3HK88945)  
County Tag #F1147
2. One 2003 Freightliner FL80 Crew Carrier Bus (VIN # 1FVABWAK43HK88942)  
County Tag #F1149
3. One 2003 Freightliner FL80 Crew Carrier Bus (VIN # 1FVABWAK33HK88950)  
County Tag #F1201

**TERMS AND CONDITIONS OF DONATION**

Donee certifies that:

It is a non-profit institution or organization, or a public agency, exempt from taxation under Section 501 of the Internal Revenue Code of 1954.

Donee agrees that:

1. Pursuant to the instruction of the Board, the Donee has expressed their need to acquire these vehicles for use to staff additional hand crews for wildland fire protection. The donated vehicles are not being acquired for any other purpose.
2. Upon acceptance of the donated vehicles, said vehicles become the sole property of the Donee. The donated vehicles acquired by the Donee are in "as is", "where is" basis, without guarantee and/or warranty of any kind. The District will remove any identification, decals, or markings prior to donating the vehicles to Donee.
3. Donee is responsible for all costs associated with picking up and transporting the vehicles. The transfer of documents and vehicles to the Donee will occur at the Surplus Property Unit, located in the District's Pacoima Warehouse, at Osborne Street, Pacoima, CA 91331.

ATTACHMENT B

4. Donee agrees to begin using the donated vehicles for the above purposes within three months of receiving the vehicles and to keep them in the above service for a minimum of one year thereafter.
5. Accordingly, agreement is hereby reached that the District will transfer possession and title of the three donated vehicle and Donee will accept and utilize the vehicles as described above.
6. Indemnification: Donee shall indemnify, defend and hold harmless the County, and its Special Districts, elected and appointed officers, employees, and agents from and against all liability including, but not limited to, demands, claims, actions, fees, costs, and expenses (including attorney and expert, witness fees), arising from or connected with the District's and/or omissions arising from and/or relating to this agreement.

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

By \_\_\_\_\_  
Jenny Tam, Sr. Deputy County Counsel

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

By \_\_\_\_\_  
Mitch Connett, Division Chief, Fleet Services

\_\_\_\_\_  
Date

**VENTURA COUNTY FIRE DEPARTMENT**

By \_\_\_\_\_  
Bret Wressman, Fleet Manager

\_\_\_\_\_  
Date

**BOARD LETTER/MEMO – FACT SHEET  
PUBLIC SAFETY CLUSTER**

<b>PUBLIC SAFETY CLUSTER AGENDA REVIEW DATE</b>	1/5/2022							
<b>BOARD MEETING</b>	1/25/2022							
<b>SUPERVISORIAL DISTRICT AFFECTED</b>	5							
<b>DEPARTMENT</b>	Fire Department							
<b>SUBJECT</b>	Fire Camp 11 Life Safety Improvements Project							
<b>PROGRAM</b>	Fire Camp 11 Life Safety Improvements Project, Capital Project No. 87157							
<b>SOLE SOURCE CONTRACT</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why:							
<b>DEADLINES/ TIME CONSTRAINTS</b>	None							
<b>COST &amp; FUNDING</b>	<table border="1" style="width: 100%;"> <tr> <td style="width: 50%;">Total cost: \$3,400,000</td><td style="width: 50%;">Funding source: The Project is fully funded with NCC; sufficient funding is currently available in the Fiscal Year 2021-22 Capital Projects/Refurbishment Budget, Capital Project No. 87157.</td></tr> <tr> <td colspan="2">TERMS (if applicable):</td></tr> <tr> <td colspan="2">Explanation:</td></tr> </table>		Total cost: \$3,400,000	Funding source: The Project is fully funded with NCC; sufficient funding is currently available in the Fiscal Year 2021-22 Capital Projects/Refurbishment Budget, Capital Project No. 87157.	TERMS (if applicable):		Explanation:	
Total cost: \$3,400,000	Funding source: The Project is fully funded with NCC; sufficient funding is currently available in the Fiscal Year 2021-22 Capital Projects/Refurbishment Budget, Capital Project No. 87157.							
TERMS (if applicable):								
Explanation:								
<b>PURPOSE OF REQUEST</b>	Reject all bids received by DPW on 03/10/2021 for the construction of the project; adopt revised plans and specifications that are on file with DPW for construction of the project.							
<b>BACKGROUND (include internal/external issues that may exist)</b>	<p>Fire Camp 11 is a fire suppression facility located at 8800 West Soledad Canyon Road in the unincorporated area of Acton in the County of Los Angeles. Fire Camp 11 houses low security State inmates and is jointly operated by the Consolidated Fire Protection District of Los Angeles County and the California Department of Corrections and Rehabilitation. Under the supervision of the Fire District, inmates provide various fire prevention services, including the clearing of brush to create a defensible barrier around forest fires.</p> <p>On 03/10/2021, three bids were received for the Fire Camp 11 Life Safety Improvements Project. The lowest lump sum base bid price, totaling \$2,642,000, submitted by the apparent lowest responsive and responsible bidder, Integrated Water Services, Inc., far exceeded the estimated construction cost of \$1,800,000. The scope of the project consisted of constructing a new water well to replace the existing water well, installing potable water piping to connect the new water well, installing a new chlorination system, refurbishing the existing potable water storage tank, replacing the existing septic tanks, and refurbishing the existing leach field. The revised plans and specifications identify the potable water system, which includes the new well, piping, chlorination system, and tank as the base bid; and components of the wastewater system as additive alternates. These additive alternates include the replacement of the leach field's piping and distribution boxes, the replacement of the septic tanks, and the temporary pumping and hauling away of sewage associated with these tanks.</p>							
<b>DEPARTMENTAL AND OTHER CONTACTS</b>	Alicia Ramos, Project Manager, (626) 300-2344, <a href="mailto:aramos@dpw.lacounty.gov">aramos@dpw.lacounty.gov</a> Alex Bajarias, Senior Analyst, (213) 974-4263, <a href="mailto:abajarias@ceo.lacounty.gov">abajarias@ceo.lacounty.gov</a>							

January 25, 2022

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  
FIRE CAMP 11 LIFE SAFETY IMPROVEMENTS PROJECT  
REJECT ALL BIDS  
ADOPT, ADVERTISE, AND AWARD  
SPECS. 7163R1; CAPITAL PROJECT NO. 87157  
(SUPERVISORIAL DISTRICT 5)  
(3 VOTES)**

**SUBJECT**

Public Works is seeking Board approval to reject all bids, adopt, readvertise for construction bids, and authorize the award of a construction contract for the Fire Camp 11 Life Safety Improvements Project.

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

1. Find that the recommended actions are within the scope of the previously approved exemptions to the California Environmental Quality Act for the reasons stated in this letter and in the record of the previously approved project.
2. Reject all bids received by Public Works on March 10, 2021, for the construction of the Fire Camp 11 Life Safety Improvements Project, Capital Project No. 87157.
3. Adopt revised plans and specifications that are on file with Public Works for construction of the Fire Camp 11 Life Safety Improvements Project.
4. Instruct the Executive Officer of the Board to readvertise the Fire Camp 11 Life Safety Improvements Project for bids to be received and opened on February 23, 2022, in accordance with the Instruction Sheet for Publishing Legal Advertisements.

5. 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 \$3,500 not-to-exceed amount funded by the project funds.
6. 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; to award to the next lowest responsive and responsible bidder; to waive inconsequential and nonmaterial deficiencies in bids submitted; and to determine, in accordance with the applicable contract and bid documents, whether the apparent lowest responsive and responsible bidder has timely prepared a satisfactory baseline construction schedule and 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.
7. Delegate authority to the Director of Public Works or his designee to execute any easements, permits, and utility connection agreements necessary for the completion of the project, provided that the costs related to these easements, permits, and agreements do not cause the project to exceed the approved project budget.
8. Authorize the Director of Public Works or his designee to carry out, manage, and deliver the project on behalf of the Consolidated Fire Protection District of Los Angeles County; award and execute consultant agreements, amendments, and supplements within the same authority and limits delegated to the Director of Public Works or his designee by the Board for County Capital Improvement Projects; accept the project; and release retention upon acceptance.

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

Approval of the recommended actions will find that they are within the scope of the Board's previous exemption for the previously approved project under the California Environmental Quality Act (CEQA); reject all construction bids received on March 10, 2021; adopt revised plans and specifications; readvertise for construction bids; and

authorize the Director of Public Works to award and execute a construction contract for the Fire Camp 11 Life Safety Improvements Project.

### Background

Fire Camp 11 is a fire suppression facility located at 8800 West Soledad Canyon Road in the unincorporated area of Acton in the County of Los Angeles. Fire Camp 11 houses low security State inmates and is jointly operated by the Consolidated Fire Protection District of Los Angeles County and the California Department of Corrections and Rehabilitation. Under the supervision of the Fire District, inmates provide various fire prevention services, including the clearing of brush to create a defensible barrier around forest fires.

On March 10, 2021, three bids were received (Enclosure A) for the Fire Camp 11 Life Safety Improvements Project. The lowest lump sum base bid price, totaling \$2,642,000, submitted by the apparent lowest responsive and responsible bidder, Integrated Water Services, Inc., far exceeded the estimated construction cost of \$1,800,000. We are recommending that the Board reject all bids received for this project.

The scope of the project consisted of constructing a new water well to replace the existing water well, installing potable water piping to connect the new water well, installing a new chlorination system, refurbishing the existing potable water storage tank, replacing the existing septic tanks, and refurbishing the existing leach field, as recommended in various assessment and evaluation reports. Evaluation reports of the existing wastewater system recommended the replacement of a portion of the existing leach field's piping and distribution boxes due to their level of deterioration and flow obstruction; and the replacement and consolidation of the four existing septic tanks into two new septic tanks to improve flow and quality of the effluent wastewater.

The scope of work has been modified and plans and specifications have been revised to delete from the scope the 1-year maintenance and operation of the new chlorination system. The Fire District will perform the maintenance and operation of the new chlorination system. The revised plans and specifications identify the potable water system, which includes the new well, piping, chlorination system, and tank as the base bid; and components of the wastewater system as additive alternates. These additive alternates include the replacement of the leach field's piping and distribution boxes, the replacement of the septic tanks, and the temporary pumping and hauling of sewage that go along with them. We are recommending that the Board adopt and readvertise the revised plans and specifications for construction bids.

Revised plans, specifications, and jurisdictional approvals have been completed, and it is recommended that the Board adopt and advertise the revised plans and specifications for construction bids as required under the Public Contract Code.

In order to accelerate the delivery of the project, it is recommended that the Board authorize the Director of Public Works to award and execute a construction contract with the lowest responsive and responsible bidder if the low bid can be awarded within the total project budget approved by the Board.

The proposed consultant services agreement requires the apparent lowest responsive and responsible bidder to prepare a baseline construction schedule that conforms to the County of Los Angeles' schedule specification.

It is anticipated that construction of the project will begin in June 2022 and be substantially completed in March 2023.

#### Green Building/Sustainable Design Program

The project supports the Board's Green Building/Sustainable Design Program by replacing the fire camp's existing well with a new well that provides cleaner raw water and installing new equipment that will provide sufficient, clean, and safe potable water for the camp staff and inmates. The new equipment used in the potable water chlorination system is energy efficient, which will provide cost savings.

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

These recommendations support the County Strategic Plan: Strategy II.3, Make Environmental Sustainability our Daily Reality, and Objective II.3.1, Improve Water Quality, Reduce Water Consumption, and Increase Water Supplies. These recommended actions will allow the installation of an efficient potable water chlorination system that will ensure an uninterrupted supply of potable water to the camp while reducing energy consumption through the use of energy efficient equipment.

#### **FISCAL IMPACT/FINANCING**

There is no change to the previous \$3,400,000 Board-approved budget. The project is fully funded with net County cost. Sufficient funding is available for the total project cost in the Fiscal Year 2021-22 Capital Projects/Refurbishment Budget, Capital Project No. 87157.



The project schedule and budget are included in Enclosure B.

#### Operational Budget Impact

The Fire District will be responsible for the operation and maintenance of the new potable water system. It will request ongoing funds to cover these costs as part of its Fiscal Year 2022-23 budget request. There will be no impact to the current operating budget.

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

A standard construction contract will be used that contains terms and conditions supporting the Board's ordinances and policies including, but not limited to, the 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).

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

In accordance with the Board's consolidated Local and Targeted Worker Hire Policy amended on June 1, 2019, the project will require that at least 30 percent of the total California craft worker hours for construction of the project be performed by Local Residents and at least 10 percent be performed by Targeted Workers facing employment barriers.

In accordance with the Board's Civic Art Policy amended on August 4, 2020, this project is exempt from the Civic Art fee as it consists of improvements related to underground infrastructure.

### **ENVIRONMENTAL DOCUMENTATION**

On January 7, 2014, the Board approved the project and found the project categorically exempt from the provisions of CEQA pursuant to Sections 15301 (a) and 15302 (c) of the State CEQA guidelines and Classes 1 (c) and 2 (e) of the County's Environmental Document Reporting Procedures and Guidelines, Appendix G. A Notice of Exemption was filed on January 16, 2014. The adjustments in project scope and the recommended actions are within the scope of the project analyzed and previously determined to be

exempt, and there have been no changes that would necessitate further findings under CEQA.

Upon the Board's approval of the recommended actions, Public Works will file a Notice of Exemption with the Registrar-Recorder/County Clerk in accordance with Section 21152 of the 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).

This contract opportunity will be listed on the "Doing Business with Us" and "Do Business with Public Works" websites. Public Works will also inform the local small business enterprises 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.

Standard contracts, in the form previously approved by County Counsel, will be used. The standard Board-directed clauses that provide for contract termination, renegotiation, and hiring qualified displaced County employees are included in the contract.

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

Approval of the recommended actions will have no impact on current County services or projects. The Fire Camp 11 facility will remain operational during construction of the project.

The Honorable Board of Supervisors  
January 25, 2022  
Page 7

**CONCLUSION**

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

Respectfully submitted,

MARK PESTRELLA, PE  
Director of Public Works

MP:LR:cg

Enclosure

c: Department of Arts and Culture  
Chief Executive Office (Capital Programs Division)  
County Counsel  
Executive Office  
Fire Department  
Department of Public Social Services (GAIN/GROW Program)

**CONSTRUCTION CONTRACT  
CONSTRUCTION MANAGEMENT CORE SERVICE AREA  
FIRE CAMP 11 LIFE SAFETY IMPROVEMENTS PROJECT  
REJECT ALL BIDS  
ADOPT, ADVERTISE, AND AWARD  
SPECS. 7163R1; CAPITAL PROJECT NO. 87157  
(SUPERVISORIAL DISTRICT 5)  
(3 VOTES)**

**BID SUMMARY**

**Project Description:**

The revised scope includes construction of a new water well to replace the existing water well, installation of potable water piping, installation of a new chlorination system, and refurbishments of the existing potable water storage tank, replacing the existing septic tanks, and refurbishing the existing leach field.

**Financial Information:**

Public Works' fair construction cost estimate was \$1,800,000.

**Bid Opening Date:** March 10, 2021

**Bid Summary:**

<b><u>Bidder</u></b>	<b><u>Lump Sum Base Bid</u></b>	<b><u>Additive Alternate 1</u></b>	<b><u>Extended Daily Overhead Rate</u></b>	<b><u>Total Evaluated Bid Price<sup>(1)</sup></u></b>
Integrated Water Services, Inc.	\$1,721,000.00	\$906,000.00	\$ 500.00	\$2,642,000.00
MMC, Inc.	\$2,654,000.00	\$570,000.00	\$ 250.00	\$3,231,500.00
Caliagua, Inc.	\$2,759,154.00	\$456,000.00	\$1,459.00	\$3,258,924.00

<sup>1</sup>For purposes of bid evaluation only, the Total Evaluated Bid Price was determined by adding the lump sum base bid, extended overhead daily rate multiplied by 30 calendar days, and \$50,000 bid price reduction for certified Local Small Business Enterprise, if applicable.

**CONSTRUCTION CONTRACT  
CONSTRUCTION MANAGEMENT CORE SERVICE AREA  
FIRE CAMP 11 LIFE SAFETY IMPROVEMENTS PROJECT  
REJECT ALL BIDS  
ADOPT, ADVERTISE, AND AWARD  
SPECS. 7163R1; CAPITAL PROJECT NO. 87157  
(SUPERVISORIAL DISTRICT 5)  
(3 VOTES)**

**DOING BUSINESS WITH US WEBSITE**  
Bid Information

Bid Number: BRC0000211  
Bid Title: Fire Camp 11 Life Safety Improvements Project  
Bid Type: Construction  
Department: Public Works  
Commodity: Pumps – Well – All Kinds  
Open Date: 2/9/2021  
Closing Date: 3/10/2021 1:00 PM  
Notice of Intent to Award: [View Detail](#)  
Bid Amount: \$1,800,000  
Bid Download: Not Available

Los Angeles County Public Works is requesting bid submissions for the Fire Camp Life Safety Improvements project. The work consists of, but not limited to: 1) Install new potable water disinfection system; 2) Furnish and install new well, well pump, discharge piping and valves, and potable water piping, including grading; 3) Provide temporary potable water supply; 4) Rehabilitate existing potable water storage tank; 5) Replace existing septic tanks; 6) Rehabilitate existing leach fields. Install new distribution boxes; 7) Install new electrical equipment and instrumentation for potable water disinfection system and potable water well, including the new Supervisory Control and Data Acquisition System with radio communications; 8) Provide temporary septic tanks and pump, haul away, and dispose of sewage generated by the Camp occupants during construction; 9) Provide 1-year operation, maintenance, and reporting of the new potable water disinfection system.

Amendment Date: Notice to Bidders A was released on March 4, 2021.  
Contact Name: Rori Rubio  
Contact Phone#: (626) 458-2584  
Contact Email: [rrubio@dpw.lacounty.gov](mailto:rrubio@dpw.lacounty.gov)

**CONSTRUCTION CONTRACT  
CONSTRUCTION MANAGEMENT CORE SERVICE AREA  
FIRE CAMP 11 LIFE SAFETY IMPROVEMENTS PROJECT  
REJECT ALL BIDS  
ADOPT, ADVERTISE, AND AWARD  
SPECS. 7163R1; CAPITAL PROJECT NO. 87157  
(SUPERVISORIAL DISTRICT 5)  
(3 VOTES)**

**I. PROJECT SCHEDULE SUMMARY**

<b>Project Activity</b>	<b>Scheduled Completion Date</b>	<b>Revised Scheduled Completion Date</b>
Construction Documents	09/2019*	09/2019*
Jurisdictional Approvals	06/2020*	06/2020*
Construction Award	05/2021*	06/2022
Substantial Completion	03/2022	03/2023
Project Acceptance	04/2022	04/2023

\*Completed Activity

**II. PROJECT BUDGET SUMMARY**

<b>Project Activity</b>	<b>Board-Approved Budget</b>	<b>Impact of this Action</b>	<b>Proposed Project Budget</b>
Hard Costs			
Construction	\$1,800,000	\$ 0	\$1,800,000
Change Orders	\$ 200,000	\$ 0	\$ 200,000
<b>Hard Costs Subtotal</b>	<b><u>\$2,000,000</u></b>	\$ 0	<b><u>\$2,000,000</u></b>
Soft Costs			
Plans and Specifications	\$ 580,000	\$ 20,000	\$ 600,000
Consultant Services	\$ 100,000	\$ 0	\$ 100,000
Miscellaneous Expenditures	\$ 30,000	\$ 0	\$ 30,000
Jurisdictional Review	\$ 15,000	\$ 0	\$ 15,000
County Services	\$ 675,000	\$(20,000)	\$ 655,000
<b>Soft Costs Subtotal</b>	<b>\$ 0</b>	<b>\$ 0</b>	<b><u>\$1,400,000</u></b>
<b>TOTAL</b>	<b><u>\$3,400,000</u></b>	<b>\$ 0</b>	<b><u>\$3,400,000</u></b>

**CONSTRUCTION CONTRACT  
CONSTRUCTION MANAGEMENT CORE SERVICE AREA  
FIRE CAMP 11 LIFE SAFETY IMPROVEMENTS PROJECT  
REJECT ALL BIDS  
ADOPT, ADVERTISE, AND AWARD  
SPECS. 7163R1; CAPITAL PROJECT NO. 87157  
(SUPERVISORIAL DISTRICT 5)  
(3 VOTES)**

PUBLISHING LEGAL ADVERTISEMENTS: In accordance with the State of California Public Contract Code Section 20125, you may publish once a week for two weeks in a weekly newspaper or ten times in a daily newspaper. Forward three reprints of this advertisement to Business Relations and Contracts Division, Public Works, 900 South Fremont Avenue, 8th Floor, Alhambra, CA 91803-1331.

**OFFICIAL NOTICE  
INVITING BIDS**

Notice is hereby given that the Director of Public Works will receive sealed bids for materials, labor, and equipment required to complete construction for the following project:

<b><u>SD</u></b>	<b><u>SPECS</u></b>	<b><u>PROJECT</u></b>	<b><u>DATE OF BID OPENING</u></b>
5	7163R1	Fire Camp 11 Life Safety Improvements Project	February 23, 2022

Copies of the project manual and drawings for the project may be downloaded for free from the Public Works website <https://pw.lacounty.gov/contracts/opportunities.aspx>. For bid information, please call Mr. Mark Martinez of Business Relations and Contracts Division at (626) 458-2540. Bids will only be accepted electronically through BidExpress, a secure bidding service website, at [www.bidexpress.com](http://www.bidexpress.com). To submit the bid electronically, register with BidExpress at least one week prior to the bid opening date. Once the bidder is registered, an invitation will be sent to the bidder to allow access to the Public Contracting and Asset Management bid opening. There is a nominal service fee to use BidExpress. Each bid shall be submitted no later than 1 p.m. on February 23, 2022. Bids will be opened, examined, and declared by Public Works on Microsoft Teams Conference Meeting at 2 p.m. on this date.

This information and link to access the bid opening will be posted on Public Works website, on the project information link.

Bids must conform to the drawings and project manual and all bidding requirements. This project requires the prime contractor to possess a valid California General Engineering (A) license classification at the time of bid submittal. The contractor should verify to his/her satisfaction that he/she holds the correct license for the project. The contractor and all of its subcontractors of any tier shall be required to pay prevailing wages to all workers employed in the execution of the work of improvement in accordance with the Labor Code Section 1770 et seq. Copies of prevailing rate of per diem wages are on file at the Public Works' Business Relations and Contracts Division, which shall be made available to any interested party upon request.

### **PREBID CONFERENCE**

Public Works, Project Management Division I, will hold a prebid conference/site visit on Wednesday, February 9, 2022, at 10 a.m., at the project site, 8800 West Soledad Canyon Road, Acton, CA 93510, to provide information on the project, bidding process, and answer any questions that the potential bidders may have. Attendance is strongly recommended.

For further directions, please contact Mr. Martinez with Public Works, Business Relations and Contracts Division, at (626) 458-2540 or [mamartinez@pw.lacounty.gov](mailto:mamartinez@pw.lacounty.gov).

### **OTHER INSTRUCTIONS**

The County supports and encourages equal opportunity contracting. The contractor shall make good faith efforts, as defined in Section 2000 of the Public Contract Code, to contract with Community Business Enterprises.

The Board of Supervisors reserves the right to reject any or all bids or to waive technical or inconsequential errors and discrepancies in bids submitted in the public's interest.



**Americans with Disabilities Act Information**



Individuals requiring reasonable accessibility accommodations may request written materials in alternate formats, physical accessibility accommodations, sign language interpreters, or other reasonable accommodations by contacting our departmental Americans with Disabilities Act Coordinator at (626) 458-4081, from 7:30 a.m. to 5 p.m., Monday through Thursday (excluding holidays). Persons who are deaf or hard of hearing may make contact by first dialing the California Relay Service at 7-1-1. Requests should be made at least one week in advance to ensure availability. When making a reasonable accommodation request, please reference PMI-2.

**Información sobre la Ley de Estadounidenses con Discapacidades**



Individuos que requieran acomodamiento razonable pueden solicitar materiales escritos en formatos alternativos, acomodamiento físico, intérpretes en lenguaje de señas Americano ú otros acomodamientos razonables comunicándose con nuestro Coordinador Departamental de la Ley de Estadounidenses con Discapacidades al (626) 458-4081, de 7:30 a.m. a 5 p.m., lunes a jueves (excluyendo días festivos). Personas con problemas auditivos pueden comunicarse primer marcando al Servicio de Difusión de California al 7-1-1. Solicitudes pueden hacerse por lo menos una semana antes para asegurar disponibilidad. Cuando se haga una petición razonable para acomodo, por favor mencione PMI-2.

By order of the Board of Supervisors of the County of Los Angeles, State of California,  
dated January 25, 2022.

Specs. 7163R1

CELIA ZAVALA, EXECUTIVE OFFICER  
OF THE BOARD OF SUPERVISORS OF  
THE COUNTY OF LOS ANGELES

January 18, 2022

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

Dear Supervisors:

**APPROVAL OF A SOLE SOURCE FACILITIES USE AGREEMENT  
WITH RIO HONDO COMMUNITY COLLEGE DISTRICT  
FOR USE OF WEAPONS FIRING RANGE  
(ALL DISTRICTS) (3 VOTES)**

**SUBJECT**

The Los Angeles County (County) Sheriff's Department (Department) is seeking Board approval to execute a Sole Source Facilities Use Agreement (Agreement) with the Rio Hondo Community College District (District) to provide the Department with occasional as-needed access to the District's weapons firing range (District facility) owned and operated by the District.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Delegate authority to the Sheriff, or his designee, to execute an Agreement substantially similar to the attached Agreement for a term of three years, with an option to extend for two additional one-year option periods, for a maximum total term not to exceed five years.
2. Delegate authority to the Sheriff, or his designee, to execute any and all necessary amendments to the Agreement, including those that exercise option periods, increase the facility use fees as needed, and terminate the Agreement, provided it is in the best interest of the County.

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

Approval of the recommended actions will allow the Department to continue using the District's facility. Use of the District's facility will reduce the need for Department members to travel to the Pitchess Detention Center (PDC) firing range.

The current agreement expired on January 8, 2022. On November 10, 2021, in accordance with Board Policy 5.100, the Department provided the Board with advance notification of its intent to enter into a new Sole Source Agreement with the District, for a term of three years, with an option to extend for two additional one-year option periods, for a maximum total term not to exceed five years. The Department will not use the District's facility until the replacement Agreement is executed.

The Department has utilized the District's facility an average of two sessions per month, primarily on weekends, with an occasional weekday sessions typically during early morning or post meridiem shifts. The scheduled use of the District's facility is based upon availability, as provided by the District, and the availability of the Department's Weapons Training Unit personnel to staff the District's facility.

The Department has a standard for armed personnel to receive regularly scheduled training in order to qualify to use Department-issued handguns, shotguns, and rifles. This performance standard requires regular demonstrations of marksmanship competency at a live-fire range facility. Although the Department utilizes the PDC shooting range located in Castaic, requiring all armed personnel to train and qualify at the PDC range imposes a substantial strain on resources due to the time and distance required for travel to and from that facility. The ability to receive training and to demonstrate qualification standards at the District facility, which is substantially closer to Department personnel assigned to work in the south and east regions of the County, has proven to be a more efficient use of these valuable resources.

The alternative of refurbishing the Biscailuz Center Pistol Range has been explored but was dismissed due to the estimated cost of \$16,000,000 for the necessary capital improvements.

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

The Agreement supports the County's Strategic Plan, Strategy III.3 - Pursue Operational Effectiveness, Fiscal Responsibility and Accountability by enhancing quality law enforcement services to the County.

### **FISCAL IMPACT/FINANCING**

The estimated annual contract expense is \$30,000. The maximum contract sum for the initial three-year term (Initial Term), plus the two additional one-year option periods,

shall not exceed \$150,000. The Department intends to use Special Training Fund appropriation for this agreement.

The District fees charged to the Department shall remain fixed for the Initial Term of the Agreement and not exceed \$400 per 8-hour session, and \$300 per 4-hour session. Following the Initial Term, rates for each additional one-year option period are subject to a five percent increase, once per calendar year at the District's discretion, to cover any increase in the cost of operations, maintenance, and upkeep. The current rates have remained unchanged since 2016.

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

The proposed Agreement will continue providing the Department with access to the District's facility on an intermittent, as-needed, basis for the term of the Agreement. The Agreement may be terminated by either party with 30 calendar days advance written notice.

The proposed Agreement provides for mutual indemnification and requires the County maintain liability insurance (or self-insurance) with a minimum of \$1,000,000 per claim. The attached Agreement has been reviewed by CEO Risk Management and approved as to form by County Counsel.

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

The Agreement will have no negative impact on Department operations.

### **CONCLUSION**

Upon Board approval, please return a copy of the adopted Board letter to the Department's Contract's Unit.

Sincerely,

ALEX VILLANUEVA, SHERIFF

TIMOTHY K. MURAKAMI  
UNDERSHERIFF

The Honorable Board of Supervisors  
January 18, 2022  
Page 4

AV:JA:ja  
(Fiscal Administration-Contracts Unit)

Enclosures

c: Board of Supervisors, Justice Deputies  
Celia Zavala, Executive Officer, Board of Supervisors  
Fesia Davenport, Chief Executive Officer  
Sheila Williams, Senior Manager, Chief Executive Office (CEO)  
Rene Phillips, Manager, CEO  
Jocelyn Ventilacion, Principal Analyst, CEO  
Anna Petrosyan, Analyst, CEO  
Rodrigo A. Castro-Silva, County Counsel  
Elizabeth D. Miller, Chief Legal Advisor, Legal Advisory Unit  
Michele Jackson, Principal Deputy County Counsel, Legal Advisory Unit  
Timothy K. Murakami, Undersheriff  
Jorge A. Valdez, Chief of Staff  
Conrad Meredith, Division Director, Administrative Services Division (ASD)  
Glen C. Joe, Assistant Division Director, ASD  
Robert J. Lewis, Commander, Personnel Command  
Rick M. Cavataio, Director, Fiscal Administration Bureau (FAB)  
Mark A. Flores, Captain, Training Bureau  
Dave E. Culver, Assistant Director, FAB  
Daniel Inez, Sergeant, Weapons Training Unit  
Vanessa C. Chow, Sergeant, ASD  
Irma Santana, Contracts Manager, Contracts Unit (CU)  
Kristine D. Corrales, Deputy ASD  
Abby Valdez, Senior Contracts Analyst, CU  
Juan A. Amaya Jr., Assistant Contracts Analyst, CU  
(Contracts – Rio Hondo Community College Firing Range 01-18-22)



## **Facilities Use Agreement For Local Agency use of Weapons Firing Range**

This Facilities Use Agreement (Agreement) is entered into as of the \_\_\_\_\_ day of \_\_\_\_\_ 2022, by and between the Rio Hondo Community College District ("District") and the County of Los Angeles ("County") by and through the Los Angeles County Sheriff's Department ("Department"). District and County are each referred to herein singularly as "Party", and together as the "Parties".

**1. The Parties do hereby agree:**

- 1.1 The District authorizes Department to use the weapons firing range owned and operated by the Rio Hondo Community College District.
- 1.2 The District agrees that Department shall have the use of all on-site facilities located on the range for its training programs, without additional charge.
- 1.3 The use of said range shall be limited to Department staff participating in formal training and re-qualification activities.
- 1.4 The District and Department agree said range shall be open and usable by Department at such times that are mutually agreeable to both Parties hereto, but that exclusive use of the facilities at any time or times is not granted without mutual agreement of both Parties.
- 1.5 The Department will contact District's Range Master at (562) 463-7739 to schedule use of the range.
- 1.6 The Parties hereto agree that empty cartridges resulting from Department's use of the range become the property of the District.
- 1.7 The Department shall provide and be responsible for eye and hearing protection, use of which is mandated by the range safety regulations.
- 1.8 The Department shall also provide and be responsible for targets and backers; these items are not provided by the District.
- 1.9 The Department agrees that its staff will be subject to range safety rules established by the District and the orders of the District while exercising the privileges of the Agreement.
- 1.10 The Department agrees to provide its own Range Masters and adequate safety supervision for their shooters, and assume full responsibility for their personnel.

## **2. TERM OF AGREEMENT**

- 2.1 The term of this Agreement shall commence upon execution by both Parties, whichever signature date is later becomes the "Effective Date", and shall continue for a period of three years (Initial Term).
- 2.2 This Agreement may be extended for two additional one-year option periods, upon the concurrence of the Parties in writing pursuant to a validly executed amendment, for a maximum total Agreement term not to exceed five years.
- 2.3 This Agreement may be terminated by either Party by providing a minimum of 30 calendar days advance written notice of their intent to terminate this Agreement.

## **3. RATES AND FEES**

- 3.1 Rate shall not exceed \$400.00 per "session". A "session" shall consist of one eight-hour block of time.
- 3.2 Rate shall not exceed \$300.00 for a "half-session". A "half-session" shall consist of one four-hour block of time.
- 3.3 Rates shall remain firm and fixed for the initial three year term from the Effective Date (Initial Term).
- 3.4 Following the Initial Term, the District may, in its sole discretion, increase the rates above by up to five percent, once per calendar year only, for costs related to operations, maintenance, and upkeep.
- 3.5 The fees enumerated hereinabove are the only fees applicable to this Agreement. County shall have no obligation to pay any incidental, sundry or other costs to District.
- 3.6 County agrees to pay District in arrears upon receipt of an invoice from funds already appropriated and encumbered for the purposes of this Agreement.

## **4. INSURANCE**

County agrees to carry liability insurance for use of the Rio Hondo Community College Weapons Firing Range. Insurance shall have a minimum limit of \$1,000,000 per claim, and County agrees to provide proof of such insurance (or self-insurance) to District prior to commencement of the term of this Agreement. Rio Hondo Community College District shall be named additionally insured.

## **5. MUTUAL INDEMNIFICATION**

### **5.1 District**

The District shall indemnify, defend, and hold harmless the County, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness

fees), arising from or connected with District's acts and/or omissions arising from and/or relating to this Agreement.

## **5.2 County**

The County shall indemnify, defend, and hold harmless the District, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with County's acts and/or omissions arising from and/or relating to this Agreement.

6. County's failure to comply with any of the terms and conditions of this Agreement shall constitute default. District, in its sole discretion, may terminate this Agreement immediately upon default.
7. District's failure to comply with any of the terms and conditions of this Agreement shall constitute default. County, in its sole discretion, may terminate this Agreement immediately upon default.
8. In the event of litigation asserting a breach of this Agreement, the prevailing Party shall be entitled to costs, including reasonable attorneys' fees.
9. Neither this Agreement nor any duties or obligations under this Agreement may be assigned by County without the prior written consent of the District.
10. Neither this Agreement nor any duties or obligations under this Agreement may be assigned by District without the prior written consent of the County.
11. Any notices pursuant to this Agreement shall be sent by email, personal delivery, or by certified mail (return receipt requested), as follows:

11.1 District: Felix G. Sarao  
Director of Contract Management & Vending Services  
Rio Hondo Community College District  
3600 Workman Mill Road  
Whittier, California 90601  
Phone: (562) 908-3493  
Email: fsarao@riohondo.edu

11.2 County: David Culver, Assistant Director  
Fiscal Administration – Contracts Unit  
Los Angeles County Sheriff's Department  
211 W. Temple Street, 6<sup>th</sup> Floor  
Los Angeles, California 90012  
Phone: (213) 229-3260  
Email: deculver@lasd.org



12. In performance under this Agreement, County agrees to comply with all federal, state, and local laws.
13. This Agreement shall be construed and enforced in accordance with, and governed by, the laws of the State of California.
14. This Agreement is the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous oral and written agreements and discussions.
15. In the event that any term, covenant, condition, provision, or agreement contained in this Agreement is held to be invalid or void by any court or competent jurisdiction, the invalidity of any such term, covenant, condition, provision, or agreement shall in no way affect any other term, covenant, condition, provision, or agreement and the remainder of this Agreement shall still be in full force and effect.
16. This Agreement may be amended only by further agreement in writing, signed by both Parties hereto.

DRAFT

**Facilities Use Agreement  
For Local Agency use of Weapons Firing Range**

District and County have read and understand this Agreement, and agree to all the terms herein.

**DISTRICT**

Rio Hondo Community College District  
3600 Workman Mill Road  
Whittier, California 90601-1699

**COUNTY**

Los Angeles County Sheriff's Department  
211 W. Temple Street  
Los Angeles, California 90012

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Stephen Kibui  
VP, Finance and Business

---

Alex Villanueva  
Sheriff

---

Date

---

Date

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

By **Approval on File**  
Michele Jackson  
Principal Deputy County Counsel

# BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

<b>CLUSTER AGENDA REVIEW DATE</b>	1/5/2022	
<b>BOARD MEETING DATE</b>	1/18/2022	
<b>SUPERVISORIAL DISTRICT AFFECTED</b>	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 <sup>st</sup> <input type="checkbox"/> 2 <sup>nd</sup> <input type="checkbox"/> 3 <sup>rd</sup> <input type="checkbox"/> 4 <sup>th</sup> <input type="checkbox"/> 5 <sup>th</sup>	
<b>DEPARTMENT(S)</b>	Sheriff's Department	
<b>SUBJECT</b>	Facilities Use Agreement for Use of Weapons Firing Range at the Rio Hondo Community College District.	
<b>PROGRAM</b>	N/A	
<b>AUTHORIZES DELEGATED AUTHORITY TO DEPT</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
<b>SOLE SOURCE CONTRACT</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No  If Yes, please explain why: Although the Sheriff's Department utilizes the PDC shooting range located in Castaic, requiring all armed personnel to train and qualify at the PDC range imposes a substantial strain on resources due to the time and distance required for travel to and from that facility. The ability to receive training and to demonstrate qualification standards at the Rio Hondo District's facility, which is substantially closer to Sheriff's Department personnel assigned to work in the south and east regions of the County, has proven to be a more efficient use of these valuable resources.	
<b>DEADLINES/ TIME CONSTRAINTS</b>	The current agreement expires on January 8, 2022. The Sheriff's Department will not use the Rio Hondo District's facility until the replacement Agreement is executed. The proposed Agreement is projected to start no later than February 28, 2022; after Board approval and Rio Hondo District approval.	
<b>COST &amp; FUNDING</b>	Total cost: \$150,000.00 Maximum Contract Sum.	Funding source: Sheriff's Department, Special Training Fund appropriation
	TERMS (if applicable): Initial Term of three-years, plus an option to extend for two additional one-year option periods not to exceed five years.	
	Explanation:	
<b>PURPOSE OF REQUEST</b>	Sheriff's Department is seeking Board approval to execute a Sole Source Facilities Use Agreement with the Rio Hondo Community College District to provide the Department occasional as-needed access to the Rio Hondo District's weapons firing range owned and operated by the Rio Hondo District.	
<b>BACKGROUND (include internal/external issues that may exist including any related motions)</b>	The current Facilities Use agreement was adopted by the Board of Supervisors on December 6, 2016 with an effective date of January 9, 2017. The current agreement Number 62501, expires on January 8, 2022. The Sheriff's Department will not use the Rio Hondo Facility until a new agreement is executed.	
<b>EQUITY INDEX OR LENS WAS UTILIZED</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please explain how:	
<b>SUPPORTS ONE OF THE NINE BOARD PRIORITIES</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please state which one(s) and explain how: The Agreement supports the County's Strategic Plan, Strategy 111.3 – Pursue Operational Effectiveness, Fiscal Responsibility and Accountability by enhancing quality law enforcement services to the County.	

<b>DEPARTMENTAL CONTACTS</b>	Name, Title, Phone # & Email: Irma Santana, Contracts Manager, (213) 229-3264, <a href="mailto:isantan@lasd.org">isantan@lasd.org</a> Mark A. Flores, Captain, (323) 307-8600, <a href="mailto:maflores@lasd.org">maflores@lasd.org</a>
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# BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

<b>CLUSTER AGENDA REVIEW DATE</b>	1/5/2022		
<b>BOARD MEETING DATE</b>	1/18/2022		
<b>SUPERVISORIAL DISTRICT AFFECTED</b>	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 <sup>st</sup> <input type="checkbox"/> 2 <sup>nd</sup> <input type="checkbox"/> 3 <sup>rd</sup> <input type="checkbox"/> 4 <sup>th</sup> <input type="checkbox"/> 5 <sup>th</sup>		
<b>DEPARTMENT(S)</b>	District Attorney's Office		
<b>SUBJECT</b>	<p>Delegate authority to the District Attorney or designee to complete the grant application process with the California Governor's Office of Emergency Services (Cal OES) for the below program and to accept and execute the Grant Award Agreement as the Project Director. The delegated authority would include authorization to approve subsequent amendments, modifications, and/or extensions to the Cal OES grant agreements that have no Net County Cost impact to the County.</p> <p>Request the Chair of the Board of Supervisors to sign and affix a wet, stamp, or electronic signature to the Certification of Assurance of Compliance form required to complete the grant application.</p>		
<b>PROGRAM</b>	Unserved/Underserved Victim Advocacy and Outreach (UV) Program		
<b>AUTHORIZES DELEGATED AUTHORITY TO DEPT</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
<b>SOLE SOURCE CONTRACT</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
	If Yes, please explain why:		
<b>DEADLINES/ TIME CONSTRAINTS</b>	Program starts on January 1, 2022		
<b>COST &amp; FUNDING</b>	Total cost: \$182,724.00	Funding source: Federal VOCA \$117,858 and State VCGF \$64,866	
	TERMS (if applicable): January 1, 2022 through December 31, 2022		
	Explanation:		
<b>PURPOSE OF REQUEST</b>	<p>The purpose of the recommended actions is to continue the commitment of the District Attorney's Bureau of Victim Services (BVS) to assist unserved/underserved victims of crime by alleviating trauma caused by gang-related crime and the devastating effects of crime on the victims themselves as well as their families. The UV Program will continue providing comprehensive services in the Central County area (encompassing the City of Los Angeles and unincorporated Los Angeles County), South County (including Compton/Long Beach), and East County (including Pomona/Norwalk).</p>		
<b>BACKGROUND (include internal/external issues that may exist including any related motions)</b>	<p>The Board of Supervisors has designated the District Attorney's Office, through its Bureau of Victim Services (BVS), as the major provider of comprehensive services to victims of crime since 1977. Federal funds have been made available to UV grantees to provide the intensive services needed by victims of gang crime. The comprehensive services provided by the victim advocates include: crisis intervention, follow-up counseling, emergency services including witness protection and relocation, court orientation and escort, victim compensation application assistance, resource referrals, training to law enforcement agencies, community outreach, and activities that promote public awareness.</p>		

<b>EQUITY INDEX OR LENS WAS UTILIZED</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:
<b>SUPPORTS ONE OF THE NINE BOARD PRIORITIES</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please state which one(s) and explain how: Approval of the recommended action is consistent with the Los Angeles County Strategic Plan Goal No. 1, Make Investments that Transform Lives: Aggressively address society's most complicated social, health, and public safety challenges and be a highly responsive organization capable of responding to complex societal challenges – one person at a time, and Goal No. 3, Realize Tomorrow's Government Today: Be an innovative, flexible, effective, and transparent partner focused on public service and advancing the common good.
<b>DEPARTMENTAL CONTACTS</b>	Name, Title, Phone No. & Email: Anh Vo, Administrative Services Manager I (213) 257-2805 avo@da.lacounty.gov



GEORGE GASCÓN  
LOS ANGELES COUNTY DISTRICT ATTORNEY

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

January 18, 2022

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012-2726

Dear Supervisors:

**AUTHORIZE THE DISTRICT ATTORNEY'S OFFICE  
TO COMPLETE THE APPLICATION PROCESS AND ACCEPT GRANT FUNDS  
FROM THE CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES FOR  
THE UNSERVED/UNDERSERVED VICTIM ADVOCACY & OUTREACH PROGRAM  
FOR THE GRANT PERFORMANCE PERIOD  
BEGINNING JANUARY 1, 2022 AND ENDING DECEMBER 31, 2022  
(ALL DISTRICTS) (3-VOTES)**

**SUBJECT**

This Board Letter requests authority for the County of Los Angeles District Attorney's Office (District Attorney) to complete the grant application process for continued grant funding for the Unserved/Underserved Victim Advocacy and Outreach (UV) Program for the grant performance period beginning January 1, 2022 and ending December 31, 2022. The UV Program with Subaward number UV21 04 0190 is supported with federal and state funds. Federal funds are made possible through the United States Department of Justice (DOJ), Victims of Crime Act (VOCA), Victim Assistance Formula Grant Program 2019-V2-GX-0053 and 2020-V2-GX-0031 with Assistance Listing Number (ALN) 16.575. State funds are made possible through the California Governor's Office of Emergency Services (Cal OES ID number 037-00000-19), pursuant to AB 128 Budget Act of 2021, Victims Compensation General Funds (VCGF) with Federal Information Processing Standard (FIPS) code number 06037-00000. Applicants are required to submit the necessary assurances and documentation with the grant application. Therefore, the District Attorney requests that the Chair sign the attached Certification of Assurance of Compliance Form as required by the grantor.

**IT IS RECOMMENDED THAT YOUR BOARD:**

1. Authorize the District Attorney, on behalf of the County of Los Angeles, to complete the grant application process with the California Governor's Office of Emergency Services (Cal OES) for grant funds of the Unserved/Underserved Victim Advocacy and Outreach Program for the grant performance period beginning January 1, 2022 and ending December 31, 2022

in the amount of \$182,724. This amount includes 19VOCA federal funds of \$28,629, 20VOCA federal funds of \$89,229, and 21VCGF state funds of \$64,866.

2. Request the Chair of the Board of Supervisors to sign and affix a wet, stamp, or electronic signature to the attached Certification of Assurance of Compliance form required to complete the grant application.
3. Delegate authority to the District Attorney or designee, upon award of grant funding by Cal OES, to accept and execute the Grant Award Agreement and serve as Project Director for the program. This also includes authorization to approve subsequent amendments, modifications, and/or extensions to the Cal OES grant agreements that have no Net County Cost impact to the County.

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

The purpose of the recommended actions is to continue the commitment of the District Attorney's Bureau of Victim Services (BVS) to assist unserved/underserved victims of crime by alleviating trauma caused by gang-related crime and the devastating effects of crime on the victims themselves as well as their families. The UV Program will continue providing comprehensive services in the Central County area (encompassing the City of Los Angeles and unincorporated Los Angeles County), South County (including Compton/Long Beach), and East County (including Pomona/Norwalk).

On September 17, 2021, Cal OES released a Request for Application (RFA) for the UV Program with the grant performance period of January 1, 2022 to December 31, 2022. A funding chart included in the RFA designated \$182,724 in federal and state funding for County of Los Angeles, with a local match requirement of \$29,464, and an option for match waiver up to 100 percent which would reduce the total program cost to \$182,724. All grant awards must be expended by December 31, 2022. As part of the application process, applicants are required to complete a Certification of Assurance of Compliance form which includes details regarding Federal Grant Funds, Equal Employment Opportunity Program (EEOP), Drug Free Workplace Compliance, California Environmental Quality Act (CEQA), Lobbying, Debarment and Suspension requirements, Proof of Authority from City Council/Governing Board, Civil Rights Compliance, and the special conditions under the VOCA.

Board authorization to complete the grant application process and to accept grant funds is requested in order to comply with County and Cal OES requirements.

### **IMPLEMENTATION OF STRATEGIC PLAN GOALS**

Approval of the recommended action is consistent with the Los Angeles County Strategic Plan Goal No. 1, Make Investments that Transform Lives: Aggressively address society's most complicated social, health, and public safety challenges and be a highly responsive organization capable of responding to complex societal challenges – one person at a time, and Goal No. 3, Realize Tomorrow's Government Today: Be an innovative, flexible, effective, and transparent partner focused on public service and advancing the common good.



### **FISCAL IMPACT/FINANCING**

The District Attorney's application requests grant funding in the amount of \$182,724 with a waived local match requirement of \$29,464, for a total program cost of \$182,724 for the grant performance period of January 1, 2022 to December 31, 2022. Of this amount the District Attorney shall receive \$28,629 in 19VOCA federal funds, \$89,229 in 20VOCA federal funds, plus \$64,866 in 21VCGF state funds for total funding of \$182,724. The Cal OES shall waive \$7,157 of 19VOCA and \$22,307 of 20VOCA local match requirement for this grant. Therefore, the total cost of the UV Program excluding the in-kind and/or cash match is \$182,724. There is no Net County Cost impact associated with the proposed grant award.

If funding for this program were curtailed or terminated, an evaluation would be conducted to determine whether the program would either be continued, with costs absorbed by the District Attorney, or discontinued with staff attrition or reallocation to any vacant budgeted positions.

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

The Board of Supervisors has designated the District Attorney's Office, through its Bureau of Victim Services (BVS), as the major provider of comprehensive services to victims of crime since 1977. Federal funds have been made available to UV grantees to provide the intensive services needed by victims of gang crime.

Gang crime continues to be a serious problem throughout County of Los Angeles; it is particularly significant in the targeted areas of Central Los Angeles, Compton/Long Beach and Pomona/Norwalk. Three victim advocates will be assigned to the UV Program for the grant period beginning January 1, 2022 and ending December 31, 2022, to provide direct victim services to victims in the designated areas. Gang cases, particularly homicides, are inherently difficult to solve and often take prolonged investigation and litigation to conclude. Victim advocates focus efforts to ensure that these victims continue to receive available services during the lengthy court process.

The UV Program victim advocates will coordinate and provide services to families and next of kin survivors of gang murder victims throughout County of Los Angeles. However, assigned advocates will particularly focus on cases submitted to the District Attorney's Community Violence Reduction (CVR) Division originating from those communities most impacted by gang murders. The critical need for these services throughout County of Los Angeles is underscored by the 105 gang murders and 126 attempted gang murders filed last year by the CVR Division. By far the highest concentration for these gang murders, an estimated 79%, originated in the target service areas: Central County, South County, and East County.

The comprehensive services provided by the victim advocates include: crisis intervention, follow-up counseling, emergency services including witness protection and relocation, court orientation and escort, victim compensation application assistance, resource referrals, training to law enforcement agencies, community outreach, and activities that promote public awareness.

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

This program does not propose attorney staff augmentation. Therefore, the District Attorney's Office is not subject to the Board Motion of December 15, 1998, requiring clearance with the Alternate Public Defender, Probation, Public Defender, and Sheriff's Departments.

**CONCLUSION**

Following Board approval, the Executive Officer-Clerk of the Board is requested to return two copies of the adopted Board letter and two Cal OES Certification of Assurance of Compliance Forms, with a wet, stamp, or electronic signature, to Mr. Anh Vo of the District Attorney's Office, Grants and Contracts Section at 211 West Temple Street, Suite 200, Los Angeles, California 90012-3205

Any questions may be directed to Mr. Vo at (213) 257-2805, or at avo@da.lacounty.gov.

Respectfully submitted,

GEORGE GASCÓN  
District Attorney

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Attachments

c: Executive Officer, Board of Supervisors  
Chief Executive Officer  
County Counsel

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

<b>Department</b>	<b>DISTRICT ATTORNEY'S OFFICE</b>
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<b>Grant Project Title and Description</b>	<b>UNSERVED/UNDERSERVED VICTIM ADVOCACY &amp; OUTREACH (UV) PROGRAM</b>
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The Unserved/Underserved Victim Advocacy & Outreach (UV) Program will provide direct, comprehensive services and outreach to the underserved victims who are the surviving family members and next of kin of gang homicide victims in the Central County area (encompassing Los Angeles City and unincorporated LA), South County (including Compton/Long Beach), and East County (especially Pomona/Norwalk). Services include crisis intervention, follow-up counseling, emergency services, court support, resource referrals, Victim Compensation application assistance, as well as in-service training to law enforcement agencies and community outreach.

<b>Funding Agency</b>	<b>Program</b> (Fed. Grant #/State Bill or Code #)	<b>Grant Acceptance</b> <b>Deadline</b>
CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES (CalOES)	PENAL CODE SECTION 13835 et seq.	Oct-29-2021

<b>Total Amount of Grant Funding</b>	<b>\$182,724</b>	<b>County Match</b>	<b>\$0</b>
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<b>Grant Period</b>	Begin Date: <b>January 1, 2022</b>	End Date: <b>December 31, 2022</b>
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<b>Number of Personnel Hired Under This Grant</b>	Full Time: <b>3</b>	Part Time: <b>0</b>
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**Obligations Imposed on the County When the Grant Expires**

Will all personnel hired for this program be informed this is a grant-funded program?	Yes	<u><b>X</b></u>	No	_____
Will all personnel hired for this program be placed on temporary ("N") items?	Yes	<u><b>X</b></u>	No	_____
Is the County obligated to continue this program after the grant expires?	Yes	_____	No	<u><b>X</b></u>
If the County is not obligated to continue this program after the grant expires, the Department will:				
a.) Absorb the program cost without reducing other services	Yes	_____	No	<u><b>X</b></u>
b.) Identify other revenue sources (describe below)	Yes	_____	No	<u><b>X</b></u>
_____				
c.) Eliminate or reduce, as appropriate, positions/program costs funded by the grant.	Yes	<u><b>X</b></u>	No	_____

Impact of additional personnel on existing space:
None

Other requirements not mentioned above:
None

**Department Head Signature**

  
 \_\_\_\_\_  
 GEORGE GASCÓN

**Date**

  
 \_\_\_\_\_



## **Grant Subaward Certification of Assurance of Compliance**

### Information and Instructions

The Certification of Assurance of Compliance is a binding affirmation that Subrecipients will comply with the following regulations and restrictions:

- State and federal civil rights laws,
- Drug-Free Workplace,
- California Environmental Quality Act,
- Lobbying restrictions,
- Debarment and Suspension requirements,
- Proof of Authority documentation from the city council/governing board, and
- Federal grant fund requirements.

The Applicant is required to obtain written authorization by the governing body (e.g., County Board of Supervisors, City Council, or Governing Board) granting authority for the Subrecipient/Official Designee to enter into a Grant Subaward (and applicable Grant Subaward Amendments) with Cal OES (see Subrecipient Handbook (SRH) Section 1.005 and Section IV. of this form).

**The Official Designee (see SRH Section 3.030) and the individual granting that authority (i.e., City/County Financial Officer, City/County Manager, or Governing Board Chair) must sign this form.** For State agencies, only the Official Designee must sign this form.

Complete all sections of this form and then submit:

- As part of the Grant Subaward Application,
- With a Grant Subaward Amendment (Cal OES Form 2-213) if a new fund source is being added to the Grant Subaward, (applicable Certification of Assurance of Compliance would be needed), with a Grant Subaward Modification (Cal OES Form 2-223) if the Official Designee or Board Chair changes and the Resolution identifies them by name, and/or
- With a Grant Subaward Modification (Cal OES Form 2-223) if the federal program Special Conditions change after the approval of the Grant Subaward.



**Grant Subaward Certification of Assurance of Compliance**  
Victims of Crime Act (VOCA) Victim Assistance Formula Grant Program

Grant Subaward #: \_\_\_\_\_

Subrecipient: \_\_\_\_\_

I, \_\_\_\_\_ (Official Designee; same person as Section 15 of the Grant Subaward Face Sheet) hereby certify that the above Subrecipient is responsible for reviewing the Subrecipient Handbook (SRH) and adhering to all of the Grant Subaward requirements (state and/or federal) as directed by Cal OES including, but not limited to, the following areas:

**I. Federal Grant Funds – SRH Sections 14.005**

Subrecipients expending \$750,000 or more in federal grant funds annually are required to secure a single audit pursuant to Office of Management & Budget (OMB) Uniform Guidance 2 Code of Federal Regulations (CFR) Part 200, Subpart F and are allowed to allocate federal funds for the audit costs.

- ☐ Subrecipient expends \$750,000 or more in federal funds annually.
- ☐ Subrecipient does not expend \$750,000 or more in federal funds annually

**II. Equal Employment Opportunity – SRH Section 2.025**

It is the public policy of the State of California to promote equal employment opportunity (EEO) by prohibiting discrimination or harassment in employment because of race, color, religion, religious creed (including religious dress and grooming practices), national origin, ancestry, citizenship, physical or mental disability, medical condition (including cancer and genetic characteristics), genetic information, marital status, sex (including pregnancy, childbirth, breastfeeding, or related medical conditions), gender, gender identity, gender expression, age, sexual orientation, veteran and/or military status, protected medical leaves (requested or approved for leave under the Family and Medical Leave Act or the California Family Rights Act), domestic violence victim status, political affiliation, and any other status protected by state or federal law.

**Subrecipients certify that they will comply with all state and federal requirements regarding EEO, nondiscrimination, and civil rights.**

EEO Officer: \_\_\_\_\_

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

Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

**III. Drug-Free Workplace Act of 1990 – SRH Section 2.030**

The State of California requires that every person or organization receiving a Grant Subaward or contract shall certify it will provide a drug-free workplace.

**IV. California Environmental Quality Act (CEQA) – SRH Section 2.035**

The California Environmental Quality Act (CEQA) (Public Resources Code, Section 21000 et seq.) requires all Cal OES-funded Subrecipients to certify compliance with CEQA. Subrecipients must certify they have completed, and will maintain on file, the appropriate CEQA compliance documentation.

**V. Lobbying – SRH Sections 2.040 and 4.105**

Grant Subaward funds, property, and funded positions must not be used for any lobbying activities. This includes, but is not limited to, being paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement.

**VI. Debarment and Suspension – SRH Section 2.045**

Subrecipients receiving federal funds must certify that they will adhere to Federal Executive Order 12549, Debarment and Suspension. The Subrecipient certifies that neither the Subrecipient nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of federal benefits by a state or federal court, or voluntarily excluded from covered transactions by any federal department or agency.

The Subrecipient certifies that it will not make any Second-Tier Subaward, or enter into any contract greater than \$25,000, with parties that are debarred, suspended, or otherwise excluded or ineligible for participation in Federal programs or activities.

**VII. Proof of Authority from City Council/Governing Board – SRH Section 1.055**

Subrecipients accept responsibility for and must comply with the requirement to obtain a signed resolution from governing body (e.g., County Board of Supervisors, City Council, or Governing Board) granting authority for the Subrecipient/Official Designee (see Section 3.030) to enter into a Grant Subaward (and applicable Grant Subaward Amendments) with Cal OES. It is agreed that any liability arising out of the performance of this Grant Subaward, including civil court actions for damages, shall be the responsibility of the Subrecipient. The State of California and Cal OES disclaim responsibility of any such liability. Furthermore, it is also

agreed that Grant Subaward funds received from Cal OES shall not be used to supplant expenditures controlled by the governing board.

Subrecipients are required to obtain written authorization by the governing body (e.g., County Board of Supervisors, City Council, or Governing Board) granting authority for the Subrecipient/Official Designee (see Section 3.030) to enter into a Grant Subaward (and applicable Grant Subaward Amendments) with Cal OES. The Applicant is also required to maintain said written authorization on file and make readily available upon demand.

## **VIII. Civil Rights Compliance – SRH Section 2.020**

The Subrecipient complies with all laws that prohibit excluding, denying or discriminating against any person based on actual or perceived race, color, national origin, disability, religion, age, sex, gender identity, and sexual orientation in both the delivery of services and employment practices and does not use federal financial assistance to engage in explicitly religious activities.

## **IX. Federal Victims of Crime Act (VOCA) Victim Assistance Formula Grant Program Special Conditions**

### **1. Applicability of Part 200 Uniform Requirements**

The Subrecipient must comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and Subawards ("Subgrants"), see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

Record retention and access: Records pertinent to the award that the Subrecipient must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the Subrecipient must provide access, include performance measurement information, in addition to

the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.333.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the Subrecipient is to contact OJP promptly for clarification.

2. Compliance with DOJ Grants Financial Guide

The Subrecipient must to comply with the DOJ Grants Financial Guide. References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posted during the period of performance.

3. Requirements Pertaining to Prohibited Conduct Related to Trafficking in Persons (including reporting requirements and OJP authority to terminate award)

The Subrecipient must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of Subrecipients, Subrecipients ("Subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the Subrecipient or of any Subrecipient.

The details of the Subrecipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by Subrecipients and Subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

4. Requirements related to System for Award Management and Universal Identifier Requirements

The Subrecipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov/>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The Subrecipient also must comply with applicable restrictions on Second-Tier Subawards, including restrictions on subawards to entities that do not acquire and provide (to the Subrecipient) the unique entity



identifier required for SAM registration.

The details of the Subrecipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <https://ojp.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

5. Compliance with Applicable Rules Regarding Approval, Planning, and Reporting of Conferences, Meetings, Trainings, and Other Events

The Subrecipient must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

6. Compliance with General Appropriations-Law Restrictions on the Use of Federal Funds

The Subrecipient must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes.

Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2018, are set out at <https://ojp.gov/funding/Explore/FY18AppropriationsRestrictions.htm>, and are incorporated by reference here.

Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2019, are set out at <https://ojp.gov/funding/Explore/FY19AppropriationsRestrictions.htm>, and are incorporated by reference here.

Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2020, are set out at <https://ojp.gov/funding/Explore/FY20AppropriationsRestrictions.htm>, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a Subrecipient would or might fall within the scope of an appropriations-law restriction, the Subrecipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

7. Reporting Potential Fraud, Waste, & Abuse

The Subrecipient must promptly refer to DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, Subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award -- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm> (select "Submit Report Online"); (2) mail directed to: Office of the Inspector General, U.S. Department of Justice, Investigations Division, 1425 New York Avenue, N.W. Suite 7100, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Fraud Detection Office (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.

8. Restrictions and Certifications Regarding Non-Disclosure Agreements and Related Matters

No Subrecipient under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

a. In accepting this award, the Subrecipient:

- Represents that it neither requires nor has required internal confidentiality agreements or statements from employees or

contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

- Certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.
- b. If the Subrecipient does or is authorized under this award to make Subawards, procurement contracts, or both:
- It represents that (1) it has determined that no other entity that the Subrecipient's application proposes may or will receive award funds (whether through a Subaward, procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and (2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and
  - It certifies that, if it learns or is notified that any Subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

9. Encouragement of Policies to Ban Text Messaging while Driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), the Subrecipient understands that DOJ encourages Subrecipients to adopt

and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

10. OJP Training Guiding Principles

Any training or training materials that the Subrecipient develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://ojp.gov/funding/Implement/TrainingPrinciplesForGrantees-Subgrantees.htm>.

11. Requirement to report actual or imminent breach of personally identifiable information (PII)

The Subrecipient must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it – (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)" (2 CFR 200.79) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The Subrecipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

12. Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$150,000 (for 2018 federal award) or \$250,000 (for 2019 & 2020 federal awards)

The Subrecipient must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (\$150,000 [for 2018 federal award] currently, \$250,000 [for 2019 & 2020 federal awards]). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a Subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$150,000 [for 2018 federal award] and exceed \$250,000 [for 2019 & 2020 federal

award]], and are incorporated by reference here.

13. Requirement for Data on Performance and Effectiveness Under the Award

The Subrecipient must collect and maintain data that measure the performance and effectiveness of activities under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act, and other applicable laws.

14. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The Subrecipient must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The Subrecipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the Subrecipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

15. VOCA Requirements

The Subrecipient must comply with the conditions of the Victims of Crime Act (VOCA) of 1984, sections 1404(a)(2), and 1404(b)(1) and (2), 34 U.S.C. 20103(a)(2) and (b)(1) and (2) (and the applicable program guidelines and regulations), as required.

16. Demographic Data

The Subrecipient must collect and maintain information on race, sex, national origin, age, and disability of victims receiving assistance, where such information is voluntarily furnished by the victim.

17. Performance Reports

The Subrecipient must submit quarterly performance reports on the performance metrics identified by OVC, and in the manner required by OVC. This information on the activities supported by the award funding will assist in assessing the effects that VOCA Victim Assistance funds have had on services to crime victims within the jurisdiction.

18. Access to Records

The Subrecipient must authorize the Office for Victims of Crime (OVC) and/or the Office of the Chief Financial Officer (OCFO), and its representatives, access to and the right to examine all records, books, paper, or documents related to the VOCA grant.

19. All Subawards ("Subgrants") must have specific federal authorization

The Subrecipient must comply with all applicable requirements for authorization of any Subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "Subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any Subaward are posted on the OJP web site at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: All Subawards ("Subgrants") must have specific federal authorization), and are incorporated by reference here.

20. Unreasonable restrictions on competition under the award; association with federal government

This condition applies with respect to any procurement of property or services that is funded (in whole or in part) by this award regardless of the dollar amount of the purchase or acquisition, the method of procurement, or the nature of any legal instrument used.

a. No discrimination, in procurement transactions, against associates of the federal government

Consistent with the (DOJ) Part 200 Uniform Requirements -- including as set out at 2 C.F.R. 200.300 (requiring awards to be "manage[d] and administer[ed] in a manner so as to ensure that Federal funding is expended and associated programs are implemented in full accordance with U.S. statutory and public policy requirements") and 200.319(a) (generally requiring "[a]ll procurement transactions [to] be conducted in a manner providing full and open competition" and forbidding practices "restrictive of competition," such as "[p]lacing unreasonable

requirements on firms in order for them to qualify to do business" and taking "[a]ny arbitrary action in the procurement process") -- no Subrecipient may (in any procurement transaction) discriminate against any person or entity on the basis of such person or entity's status as an "associate of the federal government" (or on the basis of such person or entity's status as a parent, affiliate, or subsidiary of such an associate), except as expressly set out in 2 C.F.R. 200.319(a) or as specifically authorized by USDOJ.

b. Monitoring

The Subrecipient's monitoring responsibilities include monitoring of compliance with this condition.

c. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

d. Rules of construction

- 1) The term "associate of the federal government" means any person or entity engaged or employed (in the past or at present) by or on behalf of the federal government -- as an employee, contractor or subcontractor, grant Subrecipient or - Subrecipient, agent, or otherwise -- in undertaking any work, project, or activity for or on behalf of (or in providing goods or services to or on behalf of) the federal government, and includes any applicant for such employment or engagement, and any person or entity committed by legal instrument to undertake any such work, project, or activity (or to provide such goods or services) in future.
- 2) Nothing in this condition shall be understood to authorize or require any Subrecipient or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

21. Determination of suitability to interact with participating minors

This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ, the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award is to benefit a set of individuals under 18 years of age.

The Subrecipient must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at <https://ojp.gov/funding/Explore/Interact-Minors.htm> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

22. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination – 28 C.F.R. Part 42

The Subrecipient must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

23. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The Subrecipient must comply with all applicable requirements of 28

C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

24. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The Subrecipient must comply with all applicable requirements of 28

C.F.R. Part 38 (as may be applicable from time to time), specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Currently, among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38, currently, also sets out rules and requirements that pertain to

Subrecipient organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to Subrecipients and Subrecipients that are faith-based or religious organizations.

The text of 28 C.F.R. Part 38 is available via the Electronic Code of Federal Regulations (currently accessible at <https://www.ecfr.gov/cgi->



bin/ECFR?page=browse), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.

25. Restrictions on "Lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the Subrecipient, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the Subrecipient to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, Subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a Subrecipient would or might fall within the scope of these prohibitions, the Subrecipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

26. Subgrant Award Report (SAR)

The Subrecipient must submit a SAR to OVC for each Subrecipient of the VOCA victim assistance funds, within ninety (90) days of awarding funds to the Subrecipient. Subrecipients must submit this information through the automated system.

27. Effect of Failure to Address Audit Issues

The Subrecipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the Subrecipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this Grant Subaward), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

28. Additional DOJ Awarding Agency Requirements (2018, 2019, & 2020)

The Subrecipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the Subrecipient is designated as "high- risk" for purposes of the DOJ high-risk grantee list.

29. Hiring Documents

The Subrecipient must keep, maintain, and preserve all documentation (such as Form I-9s or equivalents) regarding the eligibility of employees hired using the fund.

All appropriate documentation must be maintained on file by the Subrecipient and available for Cal OES or public scrutiny upon request. Failure to comply with these requirements may result in suspension of payments under the grant or termination of the grant or both and the Subrecipient may be ineligible for Subaward of any future grants if the Cal OES determines that any of the following has occurred: (1) the Subrecipient has made false certification, or (2) violates the certification by failing to carry out the requirements as noted above.

<b>CERTIFICATION</b>	
<p>I, the official named below, am the same individual authorized to sign the Grant Subaward [Section 15 on Grant Subaward Face Sheet], and hereby swear that I am duly authorized legally to bind the contractor or grant Subrecipient to the above described certification. I am fully aware that this certification, executed on the date and in the county below, is made under penalty of perjury under the laws of the State of California.</p>	
<p>Official Designee's Signature: _____</p>	
<p>Official Designee's Typed Name: <u>GEORGE GASCÓN</u></p>	
<p>Official Designee's Title: <u>DISTRICT ATTORNEY</u></p>	
<p>Date Executed: <u>12-14-21</u></p>	
<p>Federal Employer ID #: <u>95-6000927</u></p>	<p>Federal DUNS #: <u>781310990</u></p>
<p>Current System for Award Management (SAM) Expiration Date: <u>JANUARY 19, 2022</u></p>	
<p>Executed in the City/County of: <u>LOS ANGELES</u></p>	
<b>AUTHORIZED BY:</b>	
<p><input type="checkbox"/> City Financial Officer</p> <p><input type="checkbox"/> City Manager</p> <p><input checked="" type="checkbox"/> Governing Board Chair</p>	<p><input type="checkbox"/> County Financial Officer</p> <p><input type="checkbox"/> County Manager</p>
<p>Signature: _____</p>	
<p>Typed Name: <u>HOLLY J. MITCHELL</u></p>	
<p>Title: <u>CHAIR, COUNTY OF LOS ANGELES BOARD OF SUPERVISORS</u></p>	

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

# BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

<b>CLUSTER AGENDA REVIEW DATE</b>	1/5/2022			
<b>BOARD MEETING DATE</b>	1/25/2022			
<b>SUPERVISORIAL DISTRICT AFFECTED</b>	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 <sup>st</sup> <input type="checkbox"/> 2 <sup>nd</sup> <input type="checkbox"/> 3 <sup>rd</sup> <input type="checkbox"/> 4 <sup>th</sup> <input type="checkbox"/> 5 <sup>th</sup>			
<b>DEPARTMENT(S)</b>	Chief Executive Office			
<b>SUBJECT</b>	<b>Approve the 2019 Edward Byrne Memorial Justice Assistance Grant (JAG) Program Budget for the County of Los Angeles</b>			
<b>PROGRAM</b>	Justice Assistance Grant			
<b>AUTHORIZES DELEGATED AUTHORITY TO DEPT</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
<b>SOLE SOURCE CONTRACT</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why:			
<b>DEADLINES/ TIME CONSTRAINTS</b>	None			
<b>COST &amp; FUNDING</b>	<table border="1" style="width: 100%;"> <tr> <td>Total cost: \$1,074,013</td><td>Funding source: Federal – Department of Justice</td></tr> </table>		Total cost: \$1,074,013	Funding source: Federal – Department of Justice
Total cost: \$1,074,013	Funding source: Federal – Department of Justice			
	TERMS (if applicable): No NCC match requirement.			
	Explanation: The County is a subrecipient of the City of Los Angeles per the Memorandum of Understanding approved by the Board on October 20, 2020 (CEO DA) and fully executed on March 16, 2021 by the City.			
<b>PURPOSE OF REQUEST</b>	<ul style="list-style-type: none"> <li>Establishes the program budgets for the 2019 Justice Assistance Grant for the grant period October 1, 2018 to September 30, 2023 (including routine, expected extension).</li> <li>Grant funds are retroactively claimable for prior fiscal years (similar to past grant cycles)</li> <li>As in previous years, this approval of the grant budget is aligned with the contractor (CBO) performance period of April 1, 2022 to March 31, 2023.</li> </ul>			
<b>BACKGROUND (include internal/external issues that may exist including any related motions)</b>	<ul style="list-style-type: none"> <li>The JAG grant is approved by the Board annually.</li> <li>The 2019 JAG cycle grant award is \$1,074,013, of which \$468,807 total is provided to the PD and APD to support positions in alternative sentencing programs, and \$114,597 is provided to each Sup district for allocation to programs of their choosing.</li> <li>CEO has worked with each Board office/Justice Deputy to allocate its proportionate share. Also includes \$32,220 required set-aside for upgrades to the National Incident-Based Reporting System. Summary is provided on pg. 1 of Attachment I.</li> </ul>			
<b>EQUITY INDEX OR LENS WAS UTILIZED</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:			
<b>SUPPORTS ONE OF THE NINE BOARD PRIORITIES</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please state which one(s) and explain how: Supports <i>Care First, Jails Last</i> by increasing alternative sentencing options for individuals convicted of crimes, and by reducing justice system involvement by providing early guidance/intervention programs for high-risk individuals.			
<b>DEPARTMENTAL CONTACTS</b>	Name, Title, Phone # & Email: Michael Xie, Senior Analyst, CEO, (213) 893-0649, mxie@ceo.lacounty.gov Rene Phillips, Manager, CEO, (213) 974-1478, rphillips@ceo.lacounty.gov			

January 25, 2022

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

Dear Supervisors:

**APPROVE THE 2019 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT  
(JAG) PROGRAM BUDGET FOR THE COUNTY OF LOS ANGELES  
(ALL DISTRICTS AFFECTED) (3 VOTES)**

**SUBJECT**

Approve the 2019 Edward Byrne Memorial Justice Assistance Grant (JAG) program budget in the amount of \$1,074,013 for the County of Los Angeles.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Approve the 2019 JAG program budget in the amount of \$1,074,013 to continue funding various crime prevention, courtroom diversion, and community support programs in the County of Los Angeles.
2. Authorize the Chief Executive Office to execute, on behalf of the County of Los Angeles, any contracts or actions necessary to amend, create, or extend any programs funded by this grant in order to achieve the goals of the JAG program.

**PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The City of Los Angeles (City) and County of Los Angeles (County) agreed to allocate \$1,074,013 for the 2019 JAG cycle. This amount reflects 50 percent of the \$2,386,696 total grant award (\$1,193,318) less 10 percent (\$119,335) for administrative costs incurred by the City. The City and County entered into a Memorandum of Understanding (MOU) on October 20, 2020, as authorized by your Board, and jointly accepted the grant funds.

The recommended actions will establish the program budgets for the 2019 JAG cycle. The attached budget proposal and program narratives detail the County agencies and community-based organizations that have been selected to receive funding for programs in the areas of crime prevention, alternative sentencing, community outreach, and

rehabilitative support. These budget allocations were developed in coordination with the five supervisorial districts and participating agencies.

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

The recommended actions support Countywide Strategic Plan Strategy I.3: Reform Service Delivery Within Our Justice Systems, by providing rehabilitative services to those involved with the County's justice system to reduce the risk of recidivism and support successful re-entry into our communities.

### **FISCAL IMPACT/FINANCING**

The 2019 JAG subaward period of performance, including all available extensions, is October 1, 2018 to September 30, 2023, thus funding programs during County Fiscal Years 2018-19, 2019-20, 2020-21, 2021-22, 2022-23 and 2023-24. The grant does not require a net County cost match.

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

The JAG program is the leading source of federal justice funding to state and local jurisdictions. The program provides states, tribes, and local governments with critical funding necessary to support a range of program areas including law enforcement, prosecution, indigent defense, courts, crime prevention and education, corrections and community corrections, drug treatment and enforcement, planning, evaluation, technology improvement, and crime victim and witness initiatives and mental health programs and related law enforcement and corrections programs, including behavioral programs and crisis intervention teams.

The JAG program was established by the 109th Congress in 2005 through the merger of the Edward Byrne Memorial Grant Program and the Local Law Enforcement Block Grant Program. The 2019 JAG Catalog of Federal Domestic Assistance (CFDA) number is 16.738.

As your Board is aware, the United States Department of Justice (DOJ) had imposed certain immigration-related conditions on recipients of 2019 JAG funds. However, pending federal lawsuits have permanently enjoined enforcement of these conditions against any California State entity or any California political subdivision. As a result, neither the City nor the County is required to comply with the immigration-related conditions unless the courts order otherwise.

All JAG-funded programs must submit yearly performance metrics reports and quarterly financial reports to the Chief Executive Office for processing, and subsequent reporting to the DOJ. Performance metrics reports require detailed statistical information about each program, as well as activities planned for the future. Financial reports require detailed itemized listings of expenditures.

The Memorandum of Understanding (MOU) between the County and the City jointly accepted funds from the United States Department of Justice, Bureau of Justice Assistance for 2019 JAG. The MOU was approved by your Board on October 20, 2020 and was fully executed on March 16, 2021 by the City. The MOU is required under grant guidelines.

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

There will be no impact on current services.

**CONCLUSION** [optional]

Approval of the recommended actions will enable the continued funding of programs that reduce crime and increase public safety in our communities.

FAD:JMN:MM:SW  
RP:MX:cc

Attachments (1)

c: Executive Office, Board of Supervisors  
County Counsel  
(Place additional c:'s here)

**2019 Justice Assistance Grant Budget Narrative  
County of Los Angeles  
Crime Reduction and Public Safety Improvement Initiative**

The County of Los Angeles has participated in the Bureau of Justice Assistance (BJA) funded specialized crime reduction and public safety improvement programs since 1996, through the former Local Law Enforcement Block Grant (LLEBG) program. The County plans to continue a similar path under the Edward Byrne Memorial Justice Assistance Grant (JAG) by supporting similar strategies previously funded under the LLEBG program.

**Goals and Objectives:**

The overall goal of the Justice Assistance Grant programs is to reduce crime and improve public safety by providing services that address justice-involvement risk factors within our communities. The County has been working cooperatively with local law enforcement, justice agencies, and various community-based organizations to increase diversion and prevention opportunities available to at-risk individuals.

Public safety is enhanced when communities are provided the necessary resources to redirect high-risk individuals from potential delinquent and criminal behavior. The County seeks to employ strategies that positively impact the behavior of probationers and at-risk youth, provide support to trauma victims, expand community support programs, and help offenders obtain alternative sentencing options that are more conducive to rehabilitation.

The County program will continue increase law enforcement presence at large, high profile community events; facilitate Sheriff services to heighten and promote public safety around school campuses; and enhance the adjudication process of cases involving offenders using in-house experts specializing in alternative sentencing dispositions. The County will also continue a Trauma Preventive Initiative to reduce trauma visits and deaths resulting from violence. Additionally, the County will be enhancing its programming by adding contractors upon approval from the Department of Justice to assist with crime prevention and the education of at-risk youth.

**Law Enforcement Programs:**

**Sheriff - Patrol Services Overtime**

Funding will be provided to enhance unincorporated patrol services in Supervisorial District 5 Sheriff area stations including: Altadena, Santa Clarita, Palmdale, Lancaster, Crescenta Valley, and Temple. This funding may be used to increase law enforcement presence at large, high profile community events and activities within the district with large participant turnout.

**Prosecution and Court Programs**



Public Defender - Alternative Sentencing Program/Paralegal Services

The Public Defender Alternative Sentencing Program enhances the adjudication process of cases involving violent offenders by utilizing paralegals to assist attorneys in securing information for preparation of the penalty phase in capital cases and alternative sentencing reports in cases where there is significant mitigating information to support alternative sentencing. This program presents the Court with a range of sentencing options which offer punishment, control, and accountability, frequently at less cost than jail or prison. This program can reduce unnecessary jail and prison use with a potential for a positive impact.

Alternate Public Defender - Alternative Sentencing Program/Social Worker Services

The Alternate Public Defender Alternative Sentencing Program enhances the adjudication process of cases involving mentally ill clients by providing in-house Psychiatric Social Workers that are knowledgeable in mental health and substance use that can make an assessment as to what programs, if any, would be suitable for the client.

**Prevention and Education Programs:**

Department of Public Health - Trauma Prevention Initiative

The Department of Public Health (DPH) will enhance existing work with community-based organizations (CBOs) to advance the following goals: decrease the number of visits to trauma centers for violence-related injuries, increase access to health and social services to those at risk for violence, and increase capacity of peer specialists.

DPH shall achieve these goals by providing additional resources to contracts with Street Outreach CBOs to increase crisis intervention and case management activities, and by developing a peer learning and support network to address secondary trauma among community intervention workers and other community partners.

Sheriff - School Resource Deputy – Crescenta Valley Station

This program provides various prevention services targeting at-risk youth on a countywide basis. Funds are made available to support eligible programs of community interest and benefit aimed to reduce crime and improve public safety. Los Angeles County assigns staff from law enforcement departments and/or contracts with community-based organizations to provide various prevention services targeting youth at-risk for gang membership.

Sheriff - Youth Activities League

The Youth Activities League (YAL) provides supervised recreational and educational activities and reaches economically and socially disadvantaged boys and girls from the

age of 8 to 18. The YAL strengthens the relationship between Sheriff's deputies and volunteers as they work together for the benefit of at-risk youth.

\* Soledad Enrichment Action (Contractor)

Soledad Enrichment Action (SEA) is a non-profit organization, founded in 1972 by mothers in East Los Angeles who had lost their sons to gang violence. From these humble beginnings, SEA has since grown to become a leading provider of services to high-risk individuals, families, and gang-affected communities within Southern California. SEA combines individually-tailored high school educational services with a diverse array of wrap-around and support services.

\* Toberman Neighborhood Center (Contractor) - Gang Reduction and Community Engagement Project

The Gang Reduction and Community Engagement (GRACE) Project is a collaborative effort between Toberman Neighborhood Center and the Los Angeles County Commission on Human Relations to bring intervention efforts to the Harbor Gateway community. The GRACE Project is working to reduce inter-ethnic tension that leads to violence; reduce gang violence and prevent retaliation violence; expand older teen and young adult resources at local parks and community service agencies; increase public safety; expand prevention and positive youth development resources, and coordinate county services with the Department of Children and Family Services, Department of Public Social Services, Department of Mental Health for elevated risk youth and families.

\* Boys and Girls Club of the Los Angeles Harbor (Contractor) – College and Career Bound Project

The College Bound program provides daily and year-round college pathway support to the most vulnerable and least college-represented youth from the Greater Los Angeles Area. Higher education is a true pathway to ending the cycle of poverty faced by many young adults in the communities of San Pedro, Wilmington and Harbor City/Harbor Gateway. College Bound participants receive the same mentoring, college coaching, academic support and numerous resources too often only experienced by their more affluent peers. The program has historically graduated approximately 98% of its senior high school participants on time, and over 2,000 participants have gone onto college. Career Bound participants receive similar mentorship while developing soft skills to make them workforce ready.

**\*Approval of contract is pending approval from Grantor which is Department of Justice (DOJ). DOJ approval is required prior to the County executing Agreement with Contractor.**

**2019 JUSTICE ASSISTANCE GRANT  
COUNTY BUDGET SUMMARY**

<b>Program</b>	<b>Department</b>	<b>Amount</b>
<b>LAW ENFORCEMENT PROGRAMS</b>		
Sheriff - Patrol Services Overtime (Crescenta Valley / Rosemont)	District 5	\$41,791
<b>PROSECUTION AND COURT PROGRAMS</b>		
Alternate Public Defender - Alternative Sentencing Program (social worker services)	Countywide	\$141,593
Public Defender - Alternative Sentencing Program (paralegal services)	Countywide	\$327,214
Public Defender - Alternative Sentencing Program (paralegal services)	District 3	\$114,597
<b>PREVENTION AND EDUCATION PROGRAMS</b>		
Soledad Enrichment Action ( <b>contractor</b> )	District 1	\$114,597
Department of Public Health – Trauma Prevention Initiative	District 2	\$114,597
Toberman Neighborhood Center ( <b>contractor</b> )	District 4	\$57,299
Boys and Girls Club of the Los Angeles Harbor ( <b>contractor</b> )	District 4	\$57,299
Sheriff - School Resource Deputy (Crescenta Valley / Rosemont)	District 5	\$25,775
Sheriff - Youth Activities League	District 5	\$47,031
<b>PLANNING, EVALUATION, AND TECHNOLOGY</b>		
3% National Incident-Based Reporting System (NIBRS)	Countywide	\$32,220
<b>JAG 2019 PROGRAM TOTAL</b>		<b>\$ 1,074,013</b>

PROSECUTION AND COURT PROGRAMS  
BUDGET REQUEST  
LAW ENFORCEMENT PROGRAMS  
BUDGET REQUEST

**Program: Sheriff - Patrol Services Overtime (Crescenta Valley / Rosemont)**

<u>Allocation Category</u>	<u>Allocated Amount</u>
Personnel	
Hiring:	\$0
Other: Overtime	\$41,791
Personnel Subtotal	\$41,791
Travel	\$0
Equipment/Technology	\$0
Supplies	\$0
Contractual	\$0
Other	\$0
<b>Grand Total</b>	<b>\$41,791</b>

**Program: Alternate Public Defender - Alternative Sentencing Program (Social Worker Services)**

<u>Allocation Category</u>	<u>Allocated Amount</u>
Personnel	
Hiring:	\$0
Other: Psychiatric Social Worker	\$141,593
Personnel Subtotal	\$141,593
Travel	\$0
Equipment/Technology	\$0
Supplies	\$0
Contractual	\$0
Other	
<b>Grand Total</b>	<b>\$141,593</b>

PROSECUTION AND COURT PROGRAMS  
BUDGET REQUEST

**Program: Public Defender - Alternative Sentencing Program (Paralegal Services)**

<u>Allocation Category</u>	<u>Allocated Amount</u>
Personnel	
Hiring:	\$0
Other: Attorneys, Paralegals	\$441,811
Personnel Subtotal	\$441,811
Travel	\$0
Equipment/Technology	\$0
Supplies	\$0
Contractual	\$0
Other	
<b>Grand Total</b>	<b>\$441,811</b>

PREVENTION AND EDUCATION PROGRAMS  
BUDGET REQUEST

**Program: Soledad Enrichment Action**

<u>Allocation Category</u>	<u>Allocated Amount</u>
Personnel	
Hiring:	\$0
Other: Staff	\$0
Personnel Subtotal	\$0
Travel	\$0
Equipment/Technology	\$0
Services and Supplies	\$0
Contractual	\$114,597
Other	\$0
<b>Grand Total</b>	<b>\$114,597</b>

PREVENTION AND EDUCATION PROGRAMS  
BUDGET REQUEST

**Program: Department of Public Health – Trauma Prevention Initiative**

<u>Allocation Category</u>	<u>Allocated Amount</u>
Personnel	
Hiring:	\$0
Other: Staff	\$0
Personnel Subtotal	\$0
Travel	\$0
Equipment/Technology	\$0
Services and Supplies	\$0
Contractual	\$114,597
Other	\$0
<b>Grand Total</b>	<b>\$114,597</b>



PREVENTION AND EDUCATION PROGRAMS  
BUDGET REQUEST

**Program: Toberman Neighborhood Center**

<u>Allocation Category</u>	<u>Allocated Amount</u>
Personnel	
Hiring:	\$0
Other: Staff	\$0
Personnel Subtotal	\$0
Travel	\$0
Equipment/Technology	\$0
Services and Supplies	\$0
Contractual	\$57,299
Other	\$0
<b>Grand Total</b>	<b>\$57,299</b>

PREVENTION AND EDUCATION PROGRAMS  
BUDGET REQUEST

**Program: Boys and Girls Club of the Los Angeles Harbor**

<u>Allocation Category</u>	<u>Allocated Amount</u>
Personnel	
Hiring:	\$0
Other: Staff	\$0
Personnel Subtotal	\$0
Travel	\$0
Equipment/Technology	\$0
Services and Supplies	\$0
Contractual	\$57,299
Other	\$0
<b>Grand Total</b>	<b>\$57,299</b>

PREVENTION AND EDUCATION PROGRAMS  
BUDGET REQUEST

**Program: Sheriff - School Resource Deputy (Crescenta Valley Station)**

<u>Allocation Category</u>	<u>Allocated Amount</u>
Personnel	
Hiring:	\$0
Other: Sworn Officers	\$25,775
Personnel Subtotal	\$25,775
Travel	\$0
Equipment/Technology	\$0
Supplies	\$0
Contractual	\$0
Other	\$0
<b>Grand Total</b>	<b>\$25,775</b>

PREVENTION AND EDUCATION PROGRAMS  
BUDGET REQUEST

**Program: Sheriff - Youth Activities League**

<u>Allocation Category</u>	<u>Allocated Amount</u>
Personnel	
Hiring:	\$0
Other: Sworn Officers	\$47,031
Personnel Subtotal	\$47,031
Travel	\$0
Equipment/Technology	\$0
Supplies	\$0
Contractual	\$0
Other	\$0
<b>Grand Total</b>	<b>\$47,031</b>

PLANNING, EVALUATION AND TECHNOLOGY  
BUDGET REQUEST

**Program: National Incident-Based Reporting System (3% set-aside)**

<u>Allocation Category</u>	<u>Allocated Amount</u>
Personnel	
Hiring:	\$0
Other: Sworn Officers	\$0
Personnel Subtotal	\$0
Travel	\$0
Equipment/Technology	\$32,220
Supplies	\$0
Contractual	\$0
Other	\$0
<b>Grand Total</b>	<b>\$32,220</b>