



FESIA A. DAVENPORT
Chief Executive Officer

County of Los Angeles
Chief Executive Office

PUBLIC SAFETY CLUSTER AGENDA REVIEW MEETING

DATE: Wednesday, November 30, 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

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]:

NONE

4. PRESENTATION/DISCUSSION ITEM(S):

A. Board Letter:

AUTHORIZE A MEMORANDUM OF UNDERSTANDING (MOU) WITH THE CITY OF LOS ANGELES TO ACCEPT FUNDS FROM THE UNITED STATES DEPARTMENT OF JUSTICE, BUREAU OF JUSTICE ASSISTANCE, FOR THE 2020 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) AND APPROVE THE PROGRAM BUDGET FOR THE COUNTY OF LOS ANGELES
Speaker(s): Michael Xie (CEO)

B. Board Briefing:

JUSTICE, CARE AND OPPORTUNITIES DEPARTMENT PRE-TRIAL BRIEFING (JCOD) Speaker(s): Gina Eachus (JCOD)

C. Board Briefing:

JAIL CLOSURE IMPLEMENTATION TEAM (JCIT) STATUS BRIEFING
Speaker(s): Lesley Blacher (JCIT)

5. PUBLIC COMMENTS

CLOSED SESSION

CS-1 (CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION)

(Paragraph (2) of subdivision (d) of Government Code Section 54956.9)
Significant exposure to litigation (one case).

CS-2 CONFERENCE WITH LEGAL COUNSEL-EXISTING LITIGATION

(Subdivision (a) of Government Code Section 54956.9)

Sheldon Lockett v. County of Los Angeles, et al.
United States District Court Case No. 18-CV-05838

Sheriff's Department

6. ADJOURNMENT

7. UPCOMING ITEMS:

A. Board Briefing:

PROBATION OVERSIGHT COMMISSION (POC) AND OFFICE OF INSPECTOR
GENERAL (OIG) MONTHLY BRIEFING
Speaker(s): Wendelyn Julien (POC) and Eric Bates (OIG)

B. Board Letter:

AUTHORIZE THE DISTRICT ATTORNEY TO ACCEPT GRANT FUNDS FROM THE
OFFICE OF TRAFFIC SAFETY FOR FEDERAL FISCAL YEAR 2022-23
Speaker(s): Shaun Gipson and Garrett Dameron (District Attorney)

C. Board Letter:

APPROVAL TO EXTEND THE TERM OF A LICENSING AGREEMENT WITH
TOYOTA MOTOR SALES, U.S.A., INC. FOR EXCHANGE OF SERVICES
Speaker(s): Zuleyda Santana (Fire)

D. Board Letter:

BAILMENT AGREEMENT WITH ALTADENA SEARCH AND RESCUE TEAM FOR USE
OF A 2022 KAWASAKI MULE PRO FXT FOR THE ALTADENA SHERIFF'S STATION
Speaker(s): Amy Wong and Sylvester Hardison (Sheriff)

E. Board Letter:

APPROVAL OF RETROACTIVE PAYMENT TO AMERICAN TELEPHONE AND
TELEGRAPH (AT&T) FOR ANNUAL MAINTENANCE RENEWAL
Speaker(s): Marshall Yelverton and Jose Rios (Sheriff's)

F. Board Letter:

REQUEST APPROVAL AND AUTHORIZE THE COUNTY PURCHASING AGENT TO
EXECUTE A PURCHASE ORDER FOR THE AQUISITION OF THE SUPERDOME
REPLACEMENT HARDWARE FOR THE LOS ANGELES COUNTY SHERIFF'S
DEPARTMENT (LASD) FISCAL YEAR 2022-23

Wednesday, November 30, 2022

Speaker(s): James Peterson, Fred Nazarbegian and Thea Sheridan (Sheriff)

G. Board Letter:

APPROVE AMENDMENT NUMBER TWO TO AGREEMENT NUMBER 76530 WITH PORTER LEE CORPORATION TO PROVIDE UPGRADES TO THE PROPERTY, EVIDENCE AND LABORATORY INFORMATION MANAGEMENT SYSTEM

Speaker(s): Angelo Faiella and James P. Carroll (Sheriff's)

H. Board Letter:

ACCEPT A GRANT AWARD FROM THE UNITED STATES DEPARTMENT OF JUSTICE, 2022 BUREAU OF JUSTICE ASSISTANCE FISCAL YEAR 2022 INTELLECTUAL PROPERTY ENFORCEMENT PROGRAM AND APPROVE APPROPRIATION ADJUSTMENT

Speaker(s): Geoffrey Deedrick and Diane Stone (Sheriff)

I. Board Letter:

APPROVE SOLE SOURCE AMENDMENT NUMBER EIGHT TO EXTEND CONTRACT NUMBER 55301 WITH CONDUENT STATE & LOCAL SOLUTIONS, INC. FOR CONTINUED PARKING CITATION PROCESSING SERVICES

Speaker(s): Irma Santana, Aloett Martin, Yvonne O'Brien and Nikki Hanamaikai (Sheriff)

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

CLUSTER AGENDA REVIEW DATE	11/30/2022	
BOARD MEETING DATE	12/20/2022	
SUPERVISORIAL DISTRICT AFFECTED	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input type="checkbox"/> 4 th <input type="checkbox"/> 5 th	
DEPARTMENT(S)	Chief Executive Office	
SUBJECT	AUTHORIZE A MEMORANDUM OF UNDERSTANDING (MOU) WITH THE CITY OF LOS ANGELES TO ACCEPT FUNDS FROM THE UNITED STATES DEPARTMENT OF JUSTICE, BUREAU OF JUSTICE ASSISTANCE, FOR THE 2020 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) AND APPROVE THE PROGRAM BUDGET FOR THE COUNTY OF LOS ANGELES (ALL DISTRICTS AFFECTED) (3 VOTES)	
PROGRAM	Various justice-related programs	
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
	If Yes, please explain why: N/A	
DEADLINES/ TIME CONSTRAINTS	None	
COST & FUNDING	Total cost: \$1,038,033	Funding source: Federal grant revenue from US Department of Justice
	TERMS (if applicable): • Routine annual grant of \$1,038,000 to Los Angeles County for 2020 JAG which funds justice-related programs. • Performance period is from October 1, 2019 to September 30, 2024.	
	Explanation: This grant funds positions at PD/APD (\$468,807 total) and programs chosen by each of the five Board offices (\$538,086 total). Three percent of the grant (\$31,140) is reserved for Sheriff to implement mandatory federal crime reporting requirements.	
PURPOSE OF REQUEST	The CEO requests authorization to enter into a Memorandum of Understanding with the City of Los Angeles for the acceptance and administration of the 2020 Justice Assistance Grant (JAG). The CEO also requests approval of the grant budget which was developed in coordination with the Board offices and participating agencies.	
BACKGROUND (include internal/external issues that may exist including any related motions)	The City and County have agreed to allocate \$1,038,033 to the County for the 2020 JAG cycle. This amount reflects 50 percent of the total grant amount of \$2,306,740 (\$1,153,370) less 10 percent (\$115,337) for administrative costs incurred by the City. The City, as the applicant for the 2020 JAG funds, has agreed to serve as the fiscal agent for the 2020 JAG funds allocated to the City and County.	
EQUITY INDEX OR LENS WAS UTILIZED	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please explain how: The programs funded by this grant will support individuals in high-risk communities that are disproportionately impacted by the justice system.	
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<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 helping to reduce recidivism of vulnerable justice-involved individuals.	
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Michael Xie (analyst), Chief Executive Office, mxie@ceo.lacounty.gov , (213) 893-0649 René Phillips (manager), Chief Executive Office, rphillips@ceo.lacounty.gov , (213) 974-1478	

December 20, 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:

AUTHORIZE A MEMORANDUM OF UNDERSTANDING (MOU) WITH THE CITY OF LOS ANGELES TO ACCEPT FUNDS FROM THE UNITED STATES DEPARTMENT OF JUSTICE, BUREAU OF JUSTICE ASSISTANCE, FOR THE 2020 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) AND APPROVE THE PROGRAM BUDGET FOR THE COUNTY OF LOS ANGELES (ALL DISTRICTS AFFECTED) (3 VOTES)

SUBJECT

Authorize the Chief Executive Officer (CEO) to execute a Memorandum of Understanding (MOU) with the City of Los Angeles to accept funds for the 2020 Justice Assistance Grant (JAG), and to approve the attached program budget in the amount of \$1,038,033 for the County of Los Angeles.

IT IS RECOMMENDED THAT THE BOARD:

1. Authorize the CEO to execute the attached MOU with the City of Los Angeles (City) to jointly accept funds from the United States Department of Justice, Bureau of Justice Assistance (BJA) for the 2020 Edward Byrne Memorial JAG Program in the amount of \$2,306,740, whereby the County of Los Angeles (County) will receive \$1,038,033 which represents half of the total amount less a 10 percent reduction of \$115,337 to cover the City's administrative costs as outlined in the MOU.
2. Authorize the CEO, or her designee, to execute, on behalf of the County, any contracts and actions necessary to amend, create, or extend any programs funded by this grant to achieve the goals of JAG program.
3. Approve the 2020 JAG program budget in the amount of \$1,038,033 to continue funding various crime prevention, courtroom diversion, and community support programs across the County.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The City and County have agreed to allocate \$1,038,033 to the County for the 2020 JAG cycle. This amount reflects 50 percent of the total grant amount of \$2,306,740 (\$1,153,370) less 10 percent (\$115,337) for administrative costs incurred by the City. The City, as the applicant for the 2020 JAG funds, has agreed to serve as the fiscal agent for the 2020 JAG funds allocated to the City and County, and to provide the County with the amount of JAG funds approved by BJA for use. These administrative costs are intended by BJA to compensate the City for its role as applicant and fiscal agent.

These recommended actions will authorize the CEO to enter into an MOU with the City for the joint acceptance and administration of the 2020 JAG grant funds, and to establish the program budgets. 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.

The MOU between the City and County is required under Department of Justice JAG guidelines, and its purpose is to set forth the County and City's assurances and obligations regarding the use of the JAG funds, as well as each party's compliance with applicable laws and reporting requirements.

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 systems to reduce the risk of recidivism and support successful re-entry into our communities.

FISCAL IMPACT/FINANCING

The 2020 JAG subaward period of performance, including all available extensions, is from October 1, 2019 to September 30, 2024, thereby funding programs throughout the County Fiscal Years 2019-20, 2020-21, 2021-22, 2022-23, 2023-24, and the first three months of 2024-25. 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, community corrections, drug treatment and enforcement, technology improvement, crime victim and witness initiatives, mental health programs, and related law enforcement and corrections programs, including behavioral programs and crisis intervention teams.

The JAG Program was established in 2005 by the 109th Congress to aid states, tribes, and local governments in creating programs that prevent and control crime within their localities. It was created through the merger of the Edward Byrne Memorial Grant Program and the Local Law Enforcement Block Grant Program. The 2020 JAG does not contain immigration-related special conditions.

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 Department of Justice. 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 MOU has been approved as to form by County Counsel.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

There will be no impact on current services.

CONCLUSION

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

Respectfully submitted,

Fesia A. Davenport
Chief Executive Officer

FAD:JMN:MM:SW

The Honorable Board of Supervisors
December 20, 2022
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RP:MX:cc

Attachments (1)

c: Auditor-Controller
County Counsel
Executive Office, Board of Supervisors

**2020 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, public defender agencies, and various community-based organizations to increase diversion and prevention opportunities available to individuals at risk of justice system involvement.

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

The County program will continue to support law enforcement presence at large, high profile community events; heighten and promote public safety around school campuses; and enhance the adjudication process of cases involving persons charged with crimes by 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 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 persons convicted of an offense by utilizing paralegals to assist attorneys in preparing alternative sentencing reports in capital cases where there are significant mitigating factors to support alternative sentencing. This program presents the Court with a range of sentencing options which offer rehabilitation and accountability, frequently at less cost than jail or prison, thereby reducing unnecessary incarceration use while providing 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 clients who are mentally ill by providing in-house psychiatric social workers that are knowledgeable in mental health and substance use, who can make an assessment as to what programs, if any, would be best suitable.

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 decrease the number of visits to trauma centers for violence-related injuries, increase access to health and social services for those at risk for violence, and increase client capacity of peer specialists.

DPH shall achieve these goals by providing additional resources to contracts with community-based organizations to increase crisis intervention and case management activities, and by developing a peer learning/support network to help intervention workers and other community partners address secondary trauma.

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 at reducing crime and improving 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 children from the age of

8 to 18. The YAL strengthens the relationship between Sheriff staff 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. SEA has since grown to become a leading provider of services to individuals and families at risk of justice-system involvement within gang-affected communities across 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. GRACE works to reduce inter-ethnic tensions that lead to violence; reduce gang violence and prevent retaliation; 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 related County services.

* 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.**

**2020 JUSTICE ASSISTANCE GRANT
COUNTY BUDGET SUMMARY**

Program	Department	Amount
LAW ENFORCEMENT PROGRAMS		
Sheriff - Patrol Services Overtime (District 5)	District 5	\$39,246
PROSECUTION AND COURT PROGRAMS		
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	\$107,617
PREVENTION AND EDUCATION PROGRAMS		
Soledad Enrichment Action (contractor)	District 1	\$107,617
Department of Public Health – Trauma Prevention Initiative	District 2	\$107,617
Toberman Neighborhood Center (contractor)	District 4	\$53,809
Boys and Girls Club of the Los Angeles Harbor (contractor)	District 4	\$53,809
Sheriff - School Resource Deputy (District 5)	District 5	\$24,205
Sheriff - Youth Activities League (District 5)	District 5	\$44,166
PLANNING, EVALUATION, AND TECHNOLOGY		
3% National Incident-Based Reporting System (NIBRS)	Countywide	\$ 31,140
JAG 2020 PROGRAM TOTAL		\$ 1,038,033

LAW ENFORCEMENT PROGRAMS
BUDGET REQUEST

Program: Sheriff - Patrol Services Overtime (District 5)

<u>Allocation Category</u>	<u>Allocated Amount</u>
Personnel	
Hiring:	\$0
Other: Overtime	\$39,246
Personnel Subtotal	\$39,246
Travel	\$0
Equipment/Technology	\$0
Supplies	\$0
Contractual	\$0
Other	\$0
Grand Total	\$39,246

PROSECUTION AND COURT PROGRAMS
BUDGET REQUEST

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	
Grand Total	\$141,593

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	\$434,831
Personnel Subtotal	\$434,831
Travel	\$0
Equipment/Technology	\$0
Supplies	\$0
Contractual	\$0
Other	
Grand Total	\$434,831

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	\$107,617
Other	\$0
Grand Total	\$107,617

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	\$107,617
Other	\$0
Grand Total	\$107,617

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	\$53,809
Other	\$0
Grand Total	\$53,809

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	\$53,809
Other	\$0
Grand Total	\$53,809

PREVENTION AND EDUCATION PROGRAMS
BUDGET REQUEST

Program: Sheriff - School Resource Deputy (District 5)

<u>Allocation Category</u>	<u>Allocated Amount</u>
Personnel	
Hiring:	\$0
Other: Sworn Officers	\$24,205
Personnel Subtotal	\$24,205
Travel	\$0
Equipment/Technology	\$0
Supplies	\$0
Contractual	\$0
Other	\$0
Grand Total	\$24,205

PREVENTION AND EDUCATION PROGRAMS
BUDGET REQUEST

Program: Sheriff - Youth Activities League (District 5)

<u>Allocation Category</u>	<u>Allocated Amount</u>
Personnel	
Hiring:	\$0
Other: Sworn Officers	\$44,166
Personnel Subtotal	\$44,166
Travel	\$0
Equipment/Technology	\$0
Supplies	\$0
Contractual	\$0
Other	\$0
Grand Total	\$44,166

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	\$31,140
Supplies	\$0
Contractual	\$0
Other	\$0
Grand Total	\$31,140

MEMORANDUM OF UNDERSTANDING BETWEEN
THE COUNTY OF LOS ANGELES AND THE CITY OF LOS ANGELES
2020 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) PROGRAM
AWARD

This Memorandum of Understanding (“MOU”) is made and entered into this ____ day of _____ 2022, by and between the County of Los Angeles, a subdivision of the State of California, acting by and through its governing body, the Los Angeles County Board of Supervisors, (“County”), and the City of Los Angeles, acting by and through its governing body, the City Council, (“City”).

WITNESSETH

WHEREAS, this MOU is authorized pursuant to Section 23005 of the Government Code, and was specifically authorized by the County (refer to Board File dated ____ / ____ / ____); and

WHEREAS, this MOU is authorized by the Los Angeles City Council and the Mayor of Los Angeles (refer to Council File # 21-1364 dated 02/16/22); and

WHEREAS, the United States Department of Justice, Office of Justice Programs’ Bureau of Justice Assistance (“BJA”) administers the U.S. Department of Justice, FY 2020 Edward Byrne Memorial Justice Assistance Grant (“FY20 JAG”) Program; and

WHEREAS, BJA requires this MOU be executed between the County and City prior to allocating the FY20 JAG funds; and

WHEREAS, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party; and

WHEREAS, each governing body finds that the performance of this MOU is in the best interests of both parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this MOU; and

WHEREAS, the City agrees to serve as the applicant/fiscal agent for the FY20 JAG funds allocated to the City and County and to provide the County with the amount of JAG funds approved by BJA for use as approved by BJA under the FY20 JAG program.

NOW THEREFORE, the COUNTY and CITY agree as follows:

Section 1.

The term of this MOU shall commence on October 1, 2019 and end September 30, 2023. Said term is subject to the provisions herein.

Section 2.

Upon the disbursement by BJA to the City of all FY20 JAG funds allocated to the City and County, the City agrees to disburse on a reimbursement basis to County that amount allocated by BJA to the County (the "Disbursement Amount"). The Disbursement Amount is the amount of JAG funds allocated to the County by BJA less 10% of such allocated amount to be retained by the City as compensation to the City for its role as applicant/fiscal agent of such FY20 JAG funds. The County agrees to use the FY20 JAG funds allocated to it for those projects approved by BJA under the FY20 JAG program as set forth in the application for the FY20 JAG funds submitted by the City to BJA. Prior to disbursement of the Disbursement Amount of FY20 JAG funds to the County, the County agrees to enter into a contract with the City setting forth the County's and the City's assurances and obligations regarding the use of FY20 JAG funds, which shall include compliance with all applicable laws and reporting requirements related to the FY20 JAG program and the use of the FY20 JAG funds (the "Contract"). Currently the Disbursement Amount is contemplated to be One Million Thirty-Eight Thousand Thirty-Three Dollars (\$1,038,033.00)

Section 3.

Nothing in the performance of this MOU shall impose any liability for claims against the City or County other than claims for which liability may be imposed by the California Tort Claims Act, or claims by the State or Federal Government for unallowable expenditure of the funds provided by this MOU.

Section 4.

Any expenditures made prior to the execution of this MOU shall be eligible for reimbursement by FY20 JAG funds per the instruction of the grantor. Funding for all periods of this MOU is subject to the continuing availability of Federal funds for this program. The MOU may be terminated immediately upon written notice to County of a loss or reduction of applicable Federal grant funds.

Section 5.

Upon execution of this MOU, the County shall provide performance reports on a quarterly and semi-annual basis demonstrating progress in achieving desired goals and outcomes in a form and manner as required under the FY20 JAG program.

Section 6.

Each of the parties to this MOU is a public entity. In contemplation of the provisions of Section 895.2 of the Government Code of the State of California imposing certain tort liability jointly upon public entities, solely by reason of such entities being parties to an Agreement as defined by Section 895.2 of said Code, the parties hereto, as between themselves, pursuant to the authorization contained in Section 895.4 and 895.6 of said Code, will each assume the full liability imposed upon it or upon any of its officers, agents, or employees by law, for injury caused by a negligent or wrongful act or omission occurring in the performance of this

Agreement, to the same extent that such liability would be imposed in the absence of Section 895.2 of said Code. To achieve the above stated purpose, each party indemnifies and holds harmless the other party solely by virtue of said Section 895.2. The provision of Section 2778 of the California Civil Code is made a part hereto as if fully set forth herein. County certifies that it has adequate self-insured retention of funds to meet any obligation arising from this MOU. City also certifies that it has adequate self-insured retention of funds to meet any obligation arising from this MOU.

Each party to this MOU will be responsible for its own actions in providing services under this MOU and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party.

Section 7.

The parties to this MOU warrant that they will abide by all the Federal, State and other governmental rules and regulations that are applicable to the FY20 JAG funds, not otherwise objected to or deemed inapplicable to the City of Los Angeles. The County shall be liable to the City, as fiscal agent, for any sums spent under the FY20 JAG grant found to be ineligible by the State or Federal government. The County shall cooperate and assist the City in any audit, or administrative or judicial actions brought by the State or Federal government concerning the activities funded by this MOU.

Section 8.

The parties to this MOU do not intend for any third party to obtain a right by virtue of this MOU.

Section 9.

By entering into this MOU, the parties do not intend to create any obligations express or implied other than those set out herein. Further, this MOU shall not create any rights in any party not a signatory hereto.

IN WITNESS WHEREOF, the governing bodies of the parties hereto have authorized the foregoing Memorandum of Agreement between the County of Los Angeles and the City of Los Angeles to be executed on the ____ day of _____ 2020.

COUNTY OF LOS ANGELES

APPROVED AS TO FORM:
OFFICE OF COUNTY COUNSEL

By: _____
FESIA DAVENPORT
Chief Executive Officer

By: Jason C Carnevale
JASON CARNEVALE
Deputy County Counsel

Date: _____

Date: _____

Attach County Seal Here

CITY OF LOS ANGELES
ERIC GARCETTI, Mayor

Attach City Seal Here

By: _____

Date: _____

APPROVED AS TO FORM:
CITY OF LOS ANGELES
MICHAEL N. FEUER, City Attorney

ATTEST:
HOLLY WILCOTT, City Clerk

By: _____
Barak Vaughn, Deputy City Attorney

By: _____
Deputy City Clerk

Date: _____

Date: _____

Council File/CAO Number _____ Date _____

Said Agreement is Number _____ of City Contracts

BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	12/07/2022		
BOARD MEETING DATE	12/20/2022		
SUPERVISORIAL DISTRICT AFFECTED	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input type="checkbox"/> 4 th <input type="checkbox"/> 5 th		
DEPARTMENT(S)	DISTRICT ATTORNEY'S OFFICE		
SUBJECT	Authorize the District Attorney to accept grant funds from the Office of Traffic Safety for Federal Fiscal Year 2022-23 (All districts) (3-votes)		
PROGRAM	Alcohol and Drug Impaired Driver Vertical Prosecution Program		
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
SOLE SOURCE CONTRACT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please explain why: The program is currently in operation through a sole source contract and subsequent extensions that the Board approved on November 2, 2021. The grant funding will allow for the continuation of the contract.		
DEADLINES/ TIME CONSTRAINTS	Federal Grant begins October 1, 2022; therefore, we would like to have the Board Letter adopted soon after the FY begins to resume services and claim for reimbursement.		
COST & FUNDING	Total cost:	Funding source:	
	\$1,584,520	Office of Traffic Safety (OTS)	
	TERMS (if applicable):		
	Explanation:		
PURPOSE OF REQUEST	To enter into an Agreement with OTS, accept grant funds and exercise extension option to continue blood-draw services.		
BACKGROUND (include internal/external issues that may exist including any related motions)	The OTS is designated by the Governor to receive federal traffic safety funds to implement California's highway safety programs. Each year, the OTS develops a Highway Safety Plan identifying the key highway safety problems in the state and the most effective countermeasures to address them by soliciting proposals statewide to address the identified problems and awarding traffic safety funds to state and local governmental agencies, including the District Attorney's Office (DA). The DA receives the OTS grant in order to have a specialized team of Deputy District Attorneys identified and trained as Drug Recognition Experts and to continue the process of providing significantly improved DUI-Alcohol and DUI-Drug training. These efforts serve to increase traffic safety in Los Angeles County. These funds will also pay for continued on-call blood draw services by exercising extension options previously approved by the Board in the FFY 2021-22 BL for the detection of impairing substances in DUI investigations in an amount not to exceed \$100,000 for each one-year extension and six month-to-month extensions in an amount not to exceed \$50,000 for the total of the six months, contingent upon future grant funding availability, with a maximum contract amount for the three years and six months, not to exceed \$350,000.		

EQUITY INDEX OR LENS WAS UTILIZED	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please state which one(s) and explain how:
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Melanie Rubio, Grants Analyst (213) 257-2803, Mrubio@da.lacounty.gov



GEORGE GASCÓN
LOS ANGELES COUNTY DISTRICT ATTORNEY

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

December 20, 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:

**AUTHORIZE THE DISTRICT ATTORNEY TO ACCEPT GRANT FUNDS
FROM THE OFFICE OF TRAFFIC SAFETY
FOR FEDERAL FISCAL YEAR 2022-23
(ALL DISTRICTS) (3-VOTES)**

SUBJECT

This Board Letter requests authority for the District Attorney's Office to accept grant funds from the California Office of Traffic Safety (OTS) and enter into agreements to support the program for a one-year period running from October 1, 2022, through September 30, 2023. Applicants are required to submit necessary assurances and documentation with their grant application.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Authorize the Los Angeles County District Attorney (LADA), to accept federal grant funds from the OTS for the Alcohol and Drug Impaired Driver Vertical Prosecution Program, Assistance Listing Number 20.616, Grant Award Number DI23013, governed by the Code of Federal Regulations (2 CFR 200), in the amount of \$1,584,520, for a one-year period of October 1, 2022, to September 30, 2023. There is no required County match for this grant.
2. Authorize the LADA, or his designee, to serve as Project Director and sign and approve any revisions, amendments, or extensions to the OTS grant contract that do not increase the Net County Cost of the Project.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The OTS is designated by the Governor to receive federal traffic safety funds from the United States Department of Transportation, National Highway Traffic Safety Administration (NHTSA), for coordinating California's highway safety programs. Each year, the OTS develops a Highway Safety Plan (HSP) identifying the key highway safety problems in the state and the most effective countermeasures to address them. OTS then solicits proposals statewide to address the identified problems. Finally, available funds are allocated to State and local governmental agencies to implement traffic safety programs and grants.

The purpose of the OTS grant is to have a specialized team of Deputy District Attorneys (DDAs) continue the process of providing significantly improved DUI-Alcohol and DUI-Drug (DUID) training to DDAs and law enforcement agencies, as well as allowing this specialized team of DDAs to continue its work in increasing the number of Drug Recognition Experts. These efforts will serve to increase traffic safety in Los Angeles County (County), especially given the increase in the number of DUI-Alcohol and (DUID) offenses in the County since the 2016 passage of Proposition 64, entitled the "Adult Use of Marijuana Act" (AUMA).

In the County, the number of DUID cases presented to the LADA for filing consideration increased between 2017 and 2019 (848 in 2017 versus 1,132 in 2019), as did the number of DUID drug-alcohol combination (DUI-Combo) cases (151 cases in 2017 compared to 341 cases in 2019). In 2020, although the number of DUID case filings decreased due to the COVID-19 global pandemic (575 DUID cases were presented for filing and 318 DUID cases were filed), there remained a noticeable upward trend in the number of DUID cases which caused injury (82 in 2018, 108 in 2019, and 110 in 2020). The most striking rise in numbers, however, came last year when COVID-19 restrictions began to ease. In 2021, 1,327 DUID cases were presented for filing and 880 DUID cases were filed. This marks an increase of 130 percent and 176 percent, respectively, from 2020. Even taking into account the reduction of cases in 2020, these numbers are higher than they were in 2019, pre-COVID. Excluding 2020, the 2021 numbers mark the sixth consecutive year these DUID numbers have risen. In addition to the rise in DUID numbers, there was also an increase in the number of DUI-Combo cases and the number of DUI-Combo cases causing injury.

A look at DUIs and traffic fatality numbers just halfway through 2021 showed traffic deaths in the County were on track to exceed the previous year's numbers. Data compiled by the Los Angeles Police Department showed that at the halfway point of

2021, DUI crashes had risen 20 percent, severe DUI crashes resulting in serious injuries rose 73 percent, and fatal DUI crashes rose 9 percent.

The escalation of state-wide DUID cases appears to be consistent with the findings of the 2020 Annual Report of the California DUI Management Information System which determined that while the number of alcohol-involved fatalities declined by about 9 percent over the past 23 years, the number of drug-involved fatalities increased by about 179 percent over the same time period. The majority (59.9 percent) of drivers in alcohol-and-drug-involved injury crashes had at least one prior DUI or alcohol- or drug-related reckless driving conviction.

The LADA's plan to develop expertise and train prosecutors on topics specific to DUI-Alcohol and DUID cases has been approved for grant funding from the OTS. The LADA also seeks approval to continue the program for on-call blood draw services, funded entirely by the OTS grant, to detect impairing substances in DUI-Alcohol, DUID, and DUI-Combo incidents. Initially, the Board approved a pilot program for on-call blood draw services and then extended the program. The program is currently in operation through a sole source contract that the Board approved on November 2, 2021, with Vital Medical Services, a company that provides on-call licensed nurses and phlebotomists to conduct medically approved, blood draw services throughout the County. Approval by the Board to continue this program would allow the LADA to gather sufficient data to determine the feasibility of a long-term on-call blood draw service.

Board approval is required to accept grant funds and satisfy County and State requirements.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

Approval of the recommended action is consistent with both 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, as well as 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 total funding awarded from OTS is \$1,584,520 for a one-year period, October 1, 2022, to September 30, 2023, which includes the allocation of funds for the salary and

employee benefits for 50 percent of one (1) existing District Attorney Senior Investigator, one (1) existing Grade IV DDA, and three (3) existing Grade III DDAs. The pro-rated grant award amount for the County Fiscal Year is \$1,578,227.50. Funding is included in the LADA's FY 22-23 Final Adopted Budget.

If funding for this program were to be terminated, an evaluation would be conducted to determine whether the program would be continued with costs absorbed by the department or discontinued with the reallocation of staff to vacant budgeted positions.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The fair and ethical prosecution of those who drive while impaired by alcohol, drugs, or a combination of drugs and alcohol, requires a well-trained prosecutorial staff. The OTS grant is a timely opportunity to provide this training in the County.

According to the NHTSA national study, testing of fatally injured drivers found that 18 percent were positive for at least one illicit, prescription, or over-the counter drug. This is an increase from a 2005 NHTSA study that found that 13 percent of fatally injured drivers tested positive for at least one drug type. The study also found that 23 percent of California's 1,678 fatally injured drivers in 2009 tested positive for drugs. The 2012 California Statewide Roadside Survey found that 14 percent of weekend nighttime drivers tested positive for drugs that can impair driving, while 7.3 percent tested positive for alcohol. The survey found that 7.4 percent of weekend nighttime drivers tested positive for Tetrahydrocannabinol (THC), the primary psychoactive substance in cannabis, which was found to be the most prevalent drug in the survey.

An additional 2013-14 NHTSA National Roadside Survey found that more than 20 percent of weekend and nighttime drivers tested positive for illegal, prescription, or over-the-counter drugs. More than 15 percent tested positive for illicit drugs. More than 12 percent tested positive for THC, a 48 percent increase from the 8 percent reported in the 2007 NRS.

This is also consistent with NHTSA's recent report, which found that in 2017, 46 percent of fatally injured drivers, with known test results, tested positive for drugs, up from 28 percent in 2007.

DUID cases involve issues that do not directly overlap with driving under the influence of alcohol cases. The observational tests to detect the physical symptoms of drug impairment and the chemical tests performed to determine if someone is under the influence of a drug are in addition to or different from the tests utilized in the standard

evaluations applicable to alcohol impairment. This grant funding allows a specialized team of DDAs to continue to train other DDAs and law enforcement agencies on the issues related to DUID cases.

In addition, the OTS grant will provide funding to continue the program for as-needed, on-call blood draw services. The presence of active drugs in the bloodstream of a DUI suspect dissipates rapidly and, unlike alcohol, can only be detected through blood sample testing. Recent changes to the law hold that a blood sample from a DUI suspect may be obtained either through consent or, absent that, through a search warrant signed by a judge. In many instances, law enforcement officers have experienced difficulty or delays in obtaining blood draws at hospitals, despite having obtained consent or a valid search warrant. The program will afford an opportunity to assess the level of need, and the geographic areas of need, for on-call blood draw services in the County. As the grant funds for the program are not to exceed \$100,000, the program for blood-draw services will last until the funds allotted are expended, or until September 30, 2023, whichever comes first.

On November 2, 2021, the Board approved a sole source contract for one year with two one-year extension options and six month-to-month extensions with Vital Medical Services to provide on-call blood draw services in the County. The LADA will exercise the two one-year extension options with Vital Medical Services to provide on-call blood draw services in an amount not to exceed \$100,000 for each one-year extension and continue to exercise the six month-to-month extensions in an amount not to exceed \$50,000 for the total of the six months, contingent upon future grant funding availability. The extensions would increase the overall contract amount by \$250,000 with a maximum contract amount not to exceed \$350,000 for the three years and six months. The LADA will exercise the one-year extension option and add \$100,000 additional grant funding to continue these services through 2023 in accordance with the grant requirements.

The continuation of the program will only require services on a part-time and intermittent basis, and therefore, the sole source contract is exempt from Proposition A (Los Angeles County Code Chapter 2.121).

The County is receiving funds (from a higher level of government) for continued on-call blood draw services and therefore meets the exception criteria under Board Policy 5.015, Timely Submission of Contract for Board Approval. The Department is responsible for taking appropriate action to ensure that contracts do not become retroactive and to initiate the contracting process with sufficient time to ensure the

continuation of services. In this instance, the late submission was due to high staff turnover. Appropriate corrective actions are in progress including filling staffing gaps and reviewing internal procedures and processes.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

This program proposes the dedication of 50 percent of one (1) existing District Attorney Senior Investigator, one (1) existing Grade IV DDA, and three (3) existing Grade III DDAs. This program does not propose attorney staff augmentation. Therefore, the LADA 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 (2) copies of the adopted Board Letter to Ms. Melanie Rubio, District Attorney's Office, 211 West Temple Street, Suite 200, Los Angeles, California 90012. Any questions may be directed to Ms. Rubio at (213) 257-2803.

Respectfully submitted,

GEORGE GASCÓN
District Attorney

mr

Enclosures

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

EXECUTIVE OFFICE – BOARD OF SUPERVISORS

AGENDA ENTRY

DATE OF MEETING:	DECEMBER 20, 2022
DEPARTMENT NAME:	DISTRICT ATTORNEY'S OFFICE
BOARD LETTERHEAD	DISTRICT ATTORNEY
SUPERVISORIAL DISTRICT AFFECTED	ALL DISTRICTS
VOTES REQUIRED	3-VOTES
CHIEF INFORMATION OFFICER'S RECOMMENDATION	NONE

******* ENTRY MUST BE IN MICROSOFT WORD *******

Instructions:

To comply with the Brown Act requirement the reader should fully understand what the department is asking the Board to approve. The recommendation must describe what the action is for; with whom the action is being taken; fiscal impact, including money amounts, funding sources, and effective dates. Also, include an instruction for the Chair of the Board or Director to sign when such signature is required on a document.

Recommendation: Authorize the Los Angeles County District Attorney (LADA), to accept federal grant funds from the Office of Traffic Safety (OTS) for the Alcohol and Drug Impaired Driver Vertical Prosecution Program, Assistance Listing Number 20.616, Grant Award Number DI23013, governed by the Code of Federal Regulations (2 CFR 200), in the amount of \$1,584,520, for a one-year period of October 1, 2022, to September 30, 2023. There is no required County match for this grant. Authorize the LADA to serve as Project Director and sign and approve any revisions, amendments, or extensions to the OTS grant contract that do not increase the Net County Cost of the Project.

**AMENDMENT NUMBER ONE
TO THE AGREEMENT
BETWEEN
LOS ANGELES COUNTY DISTRICT ATTORNEY'S OFFICE
AND
VITAL MEDICAL SERVICES, LLC**

AMENDMENT NO. 1

THIS AMENDMENT to the On-Call DUI Blood Draw Services Agreement ("Agreement" or "Contract") is made and entered into by and between the Los Angeles County ("County") and Vital Medical Services, LLC ("Contractor"), hereafter referenced as the Parties ("Parties"), with reference to the following facts:

RECITALS

Whereas, on November 2, 2021, the Board of Supervisors (Board) delegated authority to the District Attorney's Office ("LADA") to execute and amend an Agreement for on-call DUI blood draw services;

Whereas, on February 7, 2022 the County, in accordance with Government Code Sections 23005 and 31000, entered into an Agreement with Contractor;

Whereas, the Parties mutually agree that it is to both of their benefit to execute Amendment One to extend the term of the Agreement to September 30, 2023, to continue on-call DUI blood draw services, increase the maximum compensation by \$100,000 for a maximum total contract cost not to exceed \$200,000, and to update certain standard County contract terms and conditions in the Agreement;

NOW THEREFORE, in consideration of the mutual benefits derived therefrom, it is agreed between the Parties that the Agreement shall be amended as follows:

1. This Amendment One shall commence and be effective upon execution.
2. Section 1.0 APPLICABLE DOCUMENTS adds Exhibit J- COVID-19 Vaccination Certification of Compliance.
3. Section 4, TERM OF CONTRACT, paragraph 4.1 of the Agreement is deleted in its entirety and replaced with the following:
 - 4.1 The term of this CONTRACT shall commence after execution by the County and shall expire September 30, 2023, unless sooner terminated or amended, in whole or in part, as provided in this CONTRACT.
4. Section 5 CONTRACT SUM, 5.1 Total Contract Sum, paragraph, 5.1.1 of the Agreement is deleted in its entirety and replaced with the following:
 - 5.1 The "Contract Sum" under the Term of Contract shall be the total monetary amount payable by COUNTY to CONTRACTOR for Services specified under Exhibit A- Statement of Work, which is consistent with the costs listed in Exhibit B- Pricing Schedule. The Contract Sum authorized by COUNTY hereunder shall not exceed

Two Hundred Thousand dollars (\$200,000) for the Term of Contract funds.

5. Section 8.0, STANDARD TERMS AND CONDITIONS, paragraph 8.59, shall be added in its entirety as follows:

8.59 COVID-19 VACCINATIONS OF COUNTY CONTRACTOR PERSONNEL

8.59.1 At CONTRACTOR'S sole cost, CONTRACTOR shall comply with Chapter 2.212 (COVID-19 Vaccinations of COUNTY CONTRACTOR Personnel) of COUNTY Code Title 2 - Administration, Division 4. All employees of Contractor and persons working on its behalf, including but not limited to, Subcontractors of any tier (collectively, "CONTRACTOR Personnel"), must be fully vaccinated against the novel coronavirus 2019 ("COVID-19") prior to (1) interacting in person with COUNTY employees, interns, volunteers, and commissioners ("County workforce members"), (2) working on COUNTY owned or controlled property while performing services under this Contract, and/or (3) coming into contact with the public while performing services under this Contract (collectively, "In-Person Services").

8.59.2 CONTRACTOR Personnel are considered "fully vaccinated" against COVID-19 two (2) weeks or more after they have received (1) the second dose in a 2-dose COVID-19 vaccine series (e.g. Pfizer-BioNTech or Moderna), (2) a single-dose COVID-19 vaccine (e.g. Johnson and Johnson [J&J]/Janssen), or (3) the final dose of any COVID-19 vaccine authorized by the World Health Organization ("WHO").

8.59.3 Prior to assigning CONTRACTOR Personnel to perform In-Person Services, CONTRACTOR shall obtain proof that such CONTRACTOR Personnel have been fully vaccinated by confirming CONTRACTOR Personnel is vaccinated through any of the following documentation: (1) official COVID-19 Vaccination Record Card (issued by the Department of Health and Human Services, CDC or WHO Yellow Card), which includes the name of the person vaccinated, type of vaccine provided, and date of the last dose administered ("Vaccination Record Card"); (2) copy (including a photographic copy) of a Vaccination Record Card; (3) Documentation of vaccination from a licensed medical provider; (4) a digital record that includes a quick response ("QR") code that when scanned by a SMART HealthCard reader displays to the reader client name, date of birth, vaccine dates, and vaccine type, and the QR code confirms the vaccine record as an official record of the State of California; or (5) documentation of vaccination from Contractors who follow the CDPH vaccination records guidelines and standards. CONTRACTOR shall also provide written notice to COUNTY before the start of work under this Contract that its Contractor Personnel are in compliance with the requirements of this section. CONTRACTOR shall retain such proof of vaccination for the document retention period set forth in this Contract and must provide such records to the COUNTY for audit purposes, when required by COUNTY.

8.59.4 CONTRACTOR shall evaluate any medical or sincerely held religious exemption request of its CONTRACTOR Personnel, as required by law. If CONTRACTOR has determined that CONTRACTOR

Personnel is exempt pursuant to a medical or sincerely held religious reason, the CONTRACTOR must also maintain records of the CONTRACTOR Personnel's testing results. The CONTRACTOR must provide such records to the COUNTY for audit purposes, when required by COUNTY. The unvaccinated exempt CONTRACTOR Personnel must meet the following requirements prior to (1) interacting in person with COUNTY workforce members, (2) working on COUNTY owned or controlled property while performing services under this Contract, and/or (3) coming into contact with the public while performing services under this Contract:

a. Test for COVID-19 with either a polymerase chain reaction (PCR) or antigen test that has an Emergency Use Authorization (EUA) by the FDA or is operating per the Laboratory Developed Test requirements by the U.S. Centers for Medicare and Medicaid Services. Testing must occur at least weekly, or more frequently as required by COUNTY or other applicable law, regulation or order.

b. Wear a mask that is consistent with CDC recommendations at all times while on County controlled or owned property, and while engaging with members of the public and COUNTY workforce members.

c. Engage in proper physical distancing, as determined by the applicable COUNTY department that the Contract is with.

In addition to complying with the requirements of this section, CONTRACTOR shall also comply with all other applicable local, departmental, State, and federal laws, regulations, and requirements for COVID-19. A completed Exhibit J (COVID-19 Vaccination Certification of Compliance) is a required part of any agreement with the COUNTY.

6. Exhibit J. shall be added and made material part of this Agreement as follows:

J. COVID-19 Vaccination Certification of Compliance

7. Except as provided in this Amendment, all other provisions, terms, and conditions of the Agreement shall remain the same and in full force and effect:

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IN WITNESS WHEREOF, the parties hereto have executed this Amendment Number One.

COUNTY OF LOS ANGELES:
DISTRICT ATTORNEY'S OFFICE

CONTRACTOR
VITAL MEDICAL SERVICES, LLC

BY: _____
DISTRICT ATTORNEY
OR DESIGNEE

BY: _____
ARMEN VARTANIAN
PRESIDENT

DATE: _____

DATE: _____

APPROVED AS TO FORM:
DAWYN R. HARRISON
Acting County Counsel

BY  _____
ELIZABETH PENNINGTON
Senior Deputy County Counsel

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

Department: DISTRICT ATTORNEY'S OFFICE

Grant Project Title and Description	ALCOHOL & DRUG IMPAIRED DRIVER VERTICAL PROSECUTION PROGRAM
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The Los Angeles County District Attorney's Office will continue with its specialized team of prosecutors (DUI Training and Prosecution Section (DTAPS)) that will strengthen Driving Under the Influence of Alcohol (DUI Alcohol) and/or Drugs (DUID) and/or DUI Combination of Alcohol and Drug (DUI Combo) investigations and prosecutions in Los Angeles County by providing training on these types of cases to trial prosecutors and law enforcement agencies throughout the County. DTAPS will continue to train, and in some instances, co-chair the prosecution of DUI Alcohol, DUID, or DUI Combination (Alcohol and Drug) cases with misdemeanor and felony Deputy District Attorneys who handle these types of cases throughout each step of the criminal justice process. DTAPS will work with the Traffic Safety Resource Prosecutor - Southern California Training Network to increase the capabilities of the Office by obtaining and delivering specialized training. DTAPS will share information with peers, law enforcement, and crime lab personnel throughout the county and across the state. The office will accomplish these objectives as a means to prevent impaired driving and reduce alcohol and drug-involved traffic fatalities and injuries.

Funding Agency	Program (Fed. Grant #/State Bill or Code #)	Grant Acceptance Deadline
OFFICE OF TRAFFIC SAFETY	DI23013	N/A

Total Amount of Grant Funding:		\$1,584,520	County Match:	\$0
Grant Period	Begin Date:	October 1, 2022	End Date:	September 30, 2023
Number of Personnel Hired Under This Grant		Full Time:	4	Part Time: 1

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>X</u>	No	<u> </u>
Will all personnel hired for this program be placed on temporary ("N") items?	Yes	<u>X</u>	No	<u> </u>
Is the County obligated to continue this program after the grant expires?	Yes	<u> </u>	No	<u>X</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	<u> </u>	No	<u>X</u>
b.) Identify other revenue sources (describe below)	Yes	<u> </u>	No	<u>X</u>
c.) Eliminate or reduce, as appropriate, positions/program costs funded by the grant.	Yes	<u>X</u>	No	<u> </u>

Impact of additional personnel on existing space:

None

Other requirements not mentioned above:

None

Department Head Signature

Date _____

9-8-22

BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	12/7/2022	
BOARD MEETING DATE	12/20/2022	
SUPERVISORIAL DISTRICT AFFECTED	<input type="checkbox"/> All <input type="checkbox"/> 1 st <input checked="" type="checkbox"/> 2 nd <input checked="" type="checkbox"/> 3 rd <input checked="" type="checkbox"/> 4 th <input type="checkbox"/> 5 th	
DEPARTMENT(S)	FIRE	
SUBJECT	APPROVAL TO EXTEND THE TERM OF A LICENSING AGREEMENT WITH TOYOTA MOTOR SALES, U.S.A., INC. FOR EXCHANGE OF SERVICES (2ND, 3RD AND 4TH) (3 VOTES)	
PROGRAM	N/A	
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
SOLE SOURCE CONTRACT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
	If Yes, please explain why:	
DEADLINES/ TIME CONSTRAINTS	None	
COST & FUNDING	Total cost: None	Funding source: The District, being a Special District, is funded independently from the County's General Fund and relies primarily on property tax revenue to provide essential fire protection and emergency medical services. However, the County's General Fund provides a 70 percent offset for beach and ocean lifeguard services per the Beach and Ocean Rescue Services Agreement between the County and the District. In accordance with the Agreement terms and conditions, Toyota pays for all warranty repairs, and the District will continue to be responsible for all other maintenance and service operating costs. Funding for the maintenance and service operating costs is included in the District's Fiscal Year 2022-2023 Final Adopted Budget and the District will continue to allocate the necessary funds for these costs as they arise. Additionally, the relationship with Toyota has saved the District approximately \$3.1 million in one-time costs from having the need to purchase 65 vehicles. No additional or unanticipated expenses will be incurred as a result of the extension. As the extension is time-only, there is no impact to net County cost.
	TERMS (if applicable): A maximum of two one-year extension options through June 1, 2025.	
	Explanation: To afford the District time to prepare a competitive solicitation.	
PURPOSE OF REQUEST	The purpose of the recommended actions is to enable the District's Lifeguard Division the continued use of 65 Toyota vehicles for Lifeguard patrol and emergency response to 72 miles of coastline in Los Angeles County. The vehicles afford the District the	

	<p>ability to patrol and provide year-round, daily emergency services throughout our local County beaches and secure the safety of its visitors.</p> <p>The District is currently in the process of preparing solicitation documents to solicit proposals from vehicle manufacturers, including those that manufacture hybrid and/or electric vehicles, interested in entering into a new Agreement with the District. The District is requesting the extension to allow time for the solicitation process, time for outfitting and swapping of new vehicles, and for the logistics of getting the vehicles patrol and emergency response ready.</p>
BACKGROUND (include internal/external issues that may exist including any related motions)	Annually, Los Angeles County beaches average over 66 million visitors and approximately 12,000 ocean water rescues. These 65 vehicles are equipped with Emergency Medical Services (EMS), water transport and patient transport equipment, all of which are crucial in emergency responses.
EQUITY INDEX OR LENS WAS UTILIZED	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please state which one(s) and explain how:
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Zuleyda Santana – (323) 881-6178 – Zuleyda.Santana@fire.lacounty.gov



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

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FIFTH DISTRICT

ANTHONY C. MARRONE
INTERIM FIRE CHIEF
FORESTER & FIRE WARDEN

December 20, 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 EXTEND THE TERM OF A LICENSING AGREEMENT WITH TOYOTA MOTOR SALES, U.S.A., INC. FOR EXCHANGE OF SERVICES (2ND, 3RD AND 4TH) (3 VOTES)

SUBJECT

The Consolidated Fire Protection District of Los Angeles County (District) is requesting Board of Supervisors (Board) approval to extend the term of the District's Exchange of Services Agreement (Agreement) with Toyota Motor Sales, U.S.A., Inc. (Toyota) which expires on May 31, 2023. The District is requesting two one-year extension options. If both extension options are exercised, the new contract expiration date will be June 1, 2025.

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

1. Delegate authority to the Interim Fire Chief or his designee to execute an amendment to extend the current term for a maximum of two one-year extension options through June 1, 2025, for the District's Agreement with Toyota.
2. Find this contract is still exempt from the provisions of the California Environmental Quality Act (CEQA), as previously determined on February 18, 2020.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended actions is to enable the District's Lifeguard Division the continued use of 65 Toyota vehicles for Lifeguard patrol and emergency response to 72 miles of coastline in Los Angeles County. The vehicles afford the District the ability to patrol

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

and provide year-round, daily emergency services throughout our local County beaches and secure the safety of its visitors. Annually, Los Angeles County beaches average over 66 million visitors and approximately 12,000 ocean water rescues. These 65 vehicles are equipped with Emergency Medical Services (EMS), water transport and patient transport equipment, all of which are crucial in emergency responses. In exchange for usage of the vehicles, Toyota will continue to receive the following:

1. The exclusive right to advertise itself as the “Official Vehicle Sponsor of the Los Angeles County Lifeguard”;
2. Name identification on all the vehicles identified in the Agreement, which precludes competing vehicle manufacturers from having name identification on County-owned and operated beaches;
3. Be prominently featured on the District’s website;
4. Request the participation of District Lifeguard Division personnel to provide testimonials provided the content has been vetted and approved by the District and County Counsel; and
5. Request participation of available personnel during Toyota's Special Events such as Water Safety Days and other promotional beach events.

The District is currently in the process of preparing solicitation documents to solicit proposals from vehicle manufacturers, including those that manufacture hybrid and/or electric vehicles, interested in entering into a new Agreement with the District. The District is requesting the extension to allow time for the solicitation process, time for outfitting and swapping of new vehicles, and for the logistics of getting the vehicles patrol and emergency response ready.

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 District, being a Special District, is funded independently from the County’s General Fund and relies primarily on property tax revenue to provide essential fire protection and emergency medical services. However, the County’s General Fund provides a 70 percent offset for beach and ocean lifeguard services per the Beach and Ocean Rescue Services Agreement between the County and the District. In accordance with the Agreement terms and conditions, Toyota pays for all warranty repairs, and the District will continue to be responsible for all other maintenance and service operating costs. Funding for the maintenance and service operating costs is included in the District’s Fiscal Year 2022-2023 Final Adopted Budget and the District will continue to allocate the necessary funds for these

costs as they arise. Additionally, the relationship with Toyota has saved the District approximately \$3.1 million in one-time costs from having the need to purchase 65 vehicles. No additional or unanticipated expenses will be incurred as a result of the extension.

As the extension is time-only, there is no impact to net County cost.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The District's current Agreement with Toyota was approved by your Board on February 18, 2020. Approval of the recommended actions will enable the District to continue to provide uninterrupted beach patrol and emergency services to the millions of visitors throughout our local County beaches and secure their safety until a new Agreement is in place.

ENVIRONMENTAL DOCUMENTATION

The services provided through this contract do not have a significant effect on the environment and, therefore, is exempt from CEQA, pursuant to Section 15061(b) (3) of the CEQA Guidelines.

CONTRACTING PROCESS

The District's current Agreement with Toyota will expire on June 1, 2023, after all extension options have been exhausted. Approval of the recommended actions will allow the District time to complete a new solicitation, establish a new agreement and facilitate outfitting and swapping of new vehicles for the vehicles to be emergency response ready.

IMPACT ON CURRENT SERVICES

Approval of the recommend actions will ensure there is no impact on current services.

CONCLUSION

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

Consolidated Fire Protection District of Los Angeles County
Executive Office – Business Operations
Attention: Zuleyda Santana, Administrative Services Manager II
1320 North Eastern Avenue
Los Angeles, CA 90063
Zuleyda.Santana@fire.lacounty.gov

The District's contact can be reached at (323) 881-6173.

Respectfully submitted,

ANTHONY C. MARRONE, INTERIM FIRE CHIEF

ACM:cs

BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	12/07/2022	
BOARD MEETING DATE	12/20/2022	
SUPERVISORIAL DISTRICT AFFECTED	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input type="checkbox"/> 4 th <input type="checkbox"/> 5 th	
DEPARTMENT(S)	Sheriff's Department	
SUBJECT	Bailment Agreement with Altadena Search and Rescue Team for use of 2022 Kawasaki Mule Pro FXT	
PROGRAM	Donation	
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why:	
DEADLINES/ TIME CONSTRAINTS	Effective upon execution by the Board for a period of ten years. Extend the term for an additional five years if it is in the best interest of the County	
COST & FUNDING	Total cost: \$ \$0 (no cost to the County)	Funding source: Bailment/Donation
	TERMS (if applicable): Ten years, unless sooner terminated or extended. Extend the term for an additional five years if it is in the best interest of the County.	
	Explanation: This is a donation from Malibu Mountain Rescue Team Incorporated. No cost to the County.	
PURPOSE OF REQUEST	Approval of this request will help ensure continued delivery of quality law enforcement services to the residents and those that visit the mountains above Altadena from all over the County of Los Angeles. The vehicle will be for the exclusive use by Department personnel assigned to the Altadena Search and Rescue.	
BACKGROUND (include internal/external issues that may exist including any related motions)	No issues or concerns	
EQUITY INDEX OR LENS WAS UTILIZED	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:	
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please state which one(s) and explain how:	
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Deputy Sylvester Hardison, (626) 296-2137 Sergeant Scott Rauenswinder, (626) 296-2139	

December 20, 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:

**BAILMENT AGREEMENT WITH ALTADENA SEARCH AND
RESCUE TEAM FOR USE OF A 2022 KAWASAKI MULE PRO FXT
FOR THE ALTADENA SHERIFF'S STATION
(FIFTH DISTRICT) (3 VOTES)**

SUBJECT

The Los Angeles County (County) Sheriff's Department (Department) is seeking approval of a Bailment Agreement (Agreement) with Altadena Search and Rescue Team for the use of a 2022 Kawasaki Mule Pro FXT, Vehicle Identification Number JKBATSB15NB501724 (Vehicle), which will be provided by Altadena Search and Rescue Team. The Vehicle will be used exclusively by Department personnel assigned to the Altadena Sheriff's Station, Altadena Search and Rescue Team (ALD Station).

IT IS RECOMMENDED THAT THE BOARD:

1. Approve and instruct the Chair of the Board to execute the attached Agreement with Altadena Search and Rescue Team for the use of a 2022 Kawasaki Mule Pro FXT, Vehicle Identification Number JKBATSB15NB501724 effective upon execution by the Board for a period of six years, unless sooner extended or terminated.
2. Instruct the Executive Officer-Clerk of the Board to send a letter of appreciation to Charles Rozner, Team Leader, Altadena Search and Rescue Team, 780 East Altadena Drive, Altadena, Ca, 91001

PURPOSE OF RECOMMENDED ACTION/JUSTIFICATION

The Altadena Search and Rescue Team wishes to provide this Vehicle for exclusive use by Altadena Search and Rescue Team personnel assigned to ALD Station. This Vehicle will augment the current ALD Station fleet.

Implementation of Strategic Plan Goals

Acceptance of this bailment supports the County's Strategic Plan, Goal 1, Operational Effectiveness/Fiscal Sustainability, and Goal 2, Community Support and Responsiveness. This Vehicle will enhance both the quality and productivity of services provided by the Altadena Search and Rescue Team.

FISCAL IMPACT/FINANCING

Altadena Search and Rescue Team will provide the Vehicle at no cost to the County. The Department shall pay for all fuel, washing, parking, garage, storage, highway/road tolls, and fines incurred in connection with the use of the Vehicle. All maintenance, service, and/or repairs necessary for the daily operation of the Vehicle will be provided by the Department.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Vehicle will be on loan to the Department for a period of six years. Either party may terminate the Agreement with five days advance written notice to the other party. The Department will have full use of the Vehicle and will be the registered owner. Altadena Search and Rescue Team will remain the legal owner of the Vehicle.

The County agrees to indemnify and defend Altadena Search and Rescue Team from any and all liability, losses, or damages arising out of the County's use of the Vehicle. This indemnification does not extend to any liability resulting from defects or malfunctions in the Vehicle related to acts or omissions of the manufacturer.

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

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of this request will help ensure continued delivery of quality law enforcement services to the residents and visitors served by Altadena Sheriff's Station. There will be no negative impact on current Department services or projects as a result of this donation.

The Honorable Board of Supervisors
December 20, 2022
Page 3

CONCLUSION

Upon Board approval, please return one adopted copy of the Board letter and two fully executed copies of the Agreement to the Department's East Patrol Division.

Sincerely,

ALEX VILLANUEVA, SHERIFF

TIMOTHY K. MURAKAMI
UNDERSHERIFF

MS:SH:sh
(East Patrol Division/Altadena Station)

- 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
Bryan Bell, Budget Analyst, CEO
Dawyn R. Harrison, Acting County Counsel
Elizabeth D. Miller, Chief Legal Advisor, Legal Advisory Unit
Michele Jackson, Principal Deputy County Counsel, Legal Advisory Unit
Timothy K. Murakami, Undersheriff
Bruce D. Chase, Assistant Sheriff
John L. Satterfield, Chief of Staff
Conrad Meredith, Division Director, Administrative Services Division (ASD)
Jorge A. Valdez, Chief, East Patrol Division
Glen C. Joe, Assistant Division Director, ASD
Richard F. Martinez, Assistant Division Director, ASD
David C. Sum, Captain, Communications & Fleet Management Bureau (CFMB)
Jabari A. Williams, Captain, Altadena Station
Cynthia D. Evans, Assistant Director, Financial Programs Bureau
Marshall R. Yelverton, Lieutenant, CFMB
Patricia Reyes, Manager, Special Accounts, Financial Programs Bureau
David W. Salazar, Sergeant, Altadena Station
Amy L. Wong, Sergeant, East Patrol Division
Adam R. Wright, Sergeant, ASD
Kristine D. Corrales, Deputy, ASD
Tisha D. Henry, Administrative Services Manager, East Patrol Division
Stephen A. Adebajo, Assistant Automotive Equipment Coordinator
Hugo A. Cisneros, Assistant Automotive Equipment Coordinator
Klaris Ovanisyan, Accountant III, Special Accounts, Financial Programs Bureau
(Bailments – 2022 Kawasaki Mule Pro FXT – Altadena Search and Rescue Team 12-06-22)

**BAILMENT AGREEMENT
BY AND BETWEEN
COUNTY OF LOS ANGELES
AND ALTADENA SEARCH AND RESCUE TEAM**

This Bailment Agreement ("Agreement") is made and entered into this _____ day of _____, 2022 by and between the County of Los Angeles ("County") and the Altadena Search and Rescue Team.

1. **Bailment of Property:** The Altadena Search and Rescue Team hereby bails a 2022 Kawasaki Mule Pro FXT, Vehicle Identification Number JKBATSB15NB501724, ("Vehicle") to the County for the exclusive use of the Los Angeles County Sheriff's Department ("Department"):

2. **Term of Bailment:** The term of this Agreement shall be for six (6) years, commencing upon execution by the County Board of Supervisors, unless sooner terminated or extended, in whole or in part, as set forth herein.

3. **Safekeeping and Maintenance:** County shall exercise due care for the safekeeping of the Vehicle. County has the right to inspect said Vehicle prior to acceptance. County shall assume responsibility for ensuring that the Vehicle has been inspected or otherwise tested in accordance with the laws of the State of California and the United States. County shall inspect the Vehicle upon delivery and by acceptance thereof finds the Vehicle is in good working order and condition. County shall maintain the Vehicle in good working order and condition, ensure proper servicing, and shall comply in every respect with any manufacturer's/owner's manual that comes with the Vehicle. County shall pay for normal maintenance, repair, and service required for the proper operation of the Vehicle. County shall pay for all fuel, washing, parking, garage, highway/road service tolls, and fines incurred in connection with the use of the Vehicle. County will provide, install, and maintain all required law enforcement equipment, including voice radios and graphics on the Vehicle. All required law enforcement equipment installed by County will be removed from the Vehicle prior to return of the Vehicle to the Altadena Search and Rescue Team.

4. **Indemnification:** County agrees to indemnify and defend the Altadena Search and Rescue Team from any and all liability, losses, or damages the Altadena Search and Rescue Team may suffer and from any claims, demands, costs, or judgments against the Altadena Search and Rescue Team arising out of County's use or operation of the Altadena Search and Rescue Team's Vehicle. This indemnification does not extend to any liability resulting from inherent defects or malfunctions in such Vehicle related to manufacturer's acts or omissions.

5. **Titles:** Legal title to the Vehicle is, and shall at all times, remain in the name of the Altadena Search and Rescue Team. County shall hold title as the registered owner only. The Vehicle shall not be transferred or delivered by County to any persons other than the Altadena Search and Rescue Team without the Altadena Search and Rescue Team's prior written consent.

6. **Cost:** Except as otherwise set forth in this Agreement, County's use of the Vehicle shall be at no cost.

7. **Inspection by County:** County agrees to allow the Altadena Search and Rescue Team to inspect the Vehicle or otherwise observe them at such times and locations as mutually agreed upon. County shall provide the Altadena Search and Rescue Team with such mileage, safety, operating, and other information, or copies of any such records maintained by County with respect to the Vehicle as the Altadena Search and Rescue Team or any government agency may require from time to time.

8. **Use of Vehicle:** County may use the Vehicle for any lawful purpose, including use in connection with rescue and law enforcement activities in all areas under the County's jurisdiction. County shall not use or operate the Vehicle in violation of any federal, state, local or provincial law, rule, regulation, or ordinance including those pertaining to the age and licensing of drivers. Under no circumstances shall County disconnect the Vehicle's odometer or other mileage recording devices. Nor shall the Vehicle be used or operated as follows:

- a) In a manner subjecting it to depreciation above the normal depreciation associated with law enforcement use.
- b) For an illegal purpose or by a person under the influence of alcohol or narcotics.

9. **Risk of Loss:** County shall assume all risks of loss to the Vehicle:

- a) From the time the Vehicle is delivered by the Altadena Search and Rescue Team to County and upon inspection and acceptance by County.
- b) Until the Vehicle is returned to the Altadena Search and Rescue Team at its place of business or other agreed upon location.

Upon inspection/acceptance of the Vehicle, County shall be responsible for any and all damages to the Vehicle except those resulting from inherent defects or malfunctions in such Vehicle related to manufacturer's acts or omissions.

In the event of damages to the Vehicle, County shall notify the Altadena Search and Rescue Team to that effect and follow such instructions that the Altadena Search and Rescue Team may provide with respect to repair or disposal of the Vehicle. If the Vehicle is lost, stolen, destroyed, or declared to be a total constructive loss (subject to the Altadena Search and Rescue Team agreement as to such condition), County shall properly notify the Altadena Search and Rescue Team thereof and hold any wreckage for disposal by the Altadena Search and Rescue Team. With respect to any loss, theft, or destruction of the Vehicle, County and the Altadena Search and Rescue Team shall negotiate the value for a comparably equipped vehicle in a condition similar to the lost,

stolen, or destroyed Vehicle immediately prior to any such loss.

10. **Termination:** Either party may terminate this Agreement by giving five (5) calendar days advance written notice to the other party. Upon termination of this Agreement, County shall immediately return the Vehicle to the Altadena Search and Rescue Team.

11. **Amendments:** No variation, modification, change, or amendment to this Agreement shall be binding upon any party unless such variation, modification, change, or amendment is in writing and duly authorized and executed by all parties. This Agreement shall not be amended or modified by oral agreements or understandings among the parties or by any acts or conduct of the parties.

12. **Notices:** All notices or demands required or permitted to be given or made under this Agreement shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified below. Addresses and persons to be notified may be changed by either party by giving ten (10) calendar days prior written notice thereof to the other party.

Los Angeles County Sheriff's Department
Attn: Communications and Fleet Management Bureau
1277 North Eastern Avenue
Los Angeles, CA 90063

Altadena Search and Rescue Team
Attn: Chuck Rozner, Team Leader
780 East Altadena Drive
Altadena, CA 91001

13. **Independent Contractor:** This Agreement is by and between County and the Altadena Search and Rescue Team and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between County and the Altadena Search and Rescue Team. The employees and agents of one party shall not be construed to be employees and agents of the other party.

14. **Governing Law, Jurisdiction, and Venue:** This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. The Altadena Search and Rescue Team agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

15. **Validity and Waiver:** If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be

affected thereby. No waiver by County of any breach of any provision of this Agreement shall constitute a waiver of any other breach or of such provision. Failure of County to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

16. **Assignment:** A party shall not assign its rights or delegate its duties under this Agreement, in whole or in part, without the prior written consent of the other party, and any attempted assignment or delegation without such consent shall be null and void.

17. **Publicity:** Neither party shall identify the other party as a joint venture or partner or otherwise characterize the arrangement between them as anything other than a bailment.

18. **Authorization Warranty:** The Altadena Search and Rescue Team represents and warrants that the person executing this Agreement for the Altadena Search and Rescue Team is an authorized agent who has actual authority to bind the Altadena Search and Rescue Team to each and every term, condition, and obligation of this Agreement and that all requirements of the Altadena Search and Rescue Team have been fulfilled to provide such actual authority.

19. **Integrated Agreement:** This Agreement constitutes the entire understanding of the parties, and no representations or promises have been made that are not fully set forth herein. The parties understand and agree that no modifications of this Agreement will be binding unless such modification is in writing, duly accepted, and executed by both parties pursuant to Section 11 of this Agreement.

[Continued on following page for signatures]

**BAILMENT AGREEMENT
BY AND BETWEEN
COUNTY OF LOS ANGELES
AND ALTADENA SEARCH AND RESCUE TEAM**

IN WITNESS WHEREOF, the County of Los Angeles, by order of its Board of Supervisors, has caused this Agreement to be executed on its behalf by the Chair of said Board and attested by the Executive Officer-Clerk of the Board, and the Altadena Search and Rescue Team has executed this Agreement, or caused it to be executed on its behalf, by its duly authorized representative.

COUNTY OF LOS ANGELES

ALTADENA SEARCH AND RESCUE
TEAM

By _____
Chair
Board of Supervisors

By  _____
Charles Rozner, Team Leader

ATTEST:
Celia Zavala
Executive Officer-Clerk of the Board of Supervisors

By _____
Deputy

APPROVED AS TO FORM:
Dawyn R. Harrison
Acting County Counsel

By Signature on file _____
— Acting County Counsel

BOARD LETTER/MEMO CLUSTER FACT SHEET

☐ Board Letter

☐ Board Memo

☒ Other

CLUSTER AGENDA REVIEW DATE	12/07/2022		
BOARD MEETING DATE	12/20/2022		
SUPERVISORIAL DISTRICT AFFECTED	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input type="checkbox"/> 4 th <input type="checkbox"/> 5 th		
DEPARTMENT(S)	LOS ANGELES COUNTY SHERIFF'S DEPARTMENT (LASD)		
SUBJECT	RETROACTIVE PAYMENT TO AT&T		
PROGRAM			
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why: This equipment, managed services, and maintenance services related to the VESTA equipment installed are contracted and managed by the sole contractor, AT&T. Only one type of equipment VESTA is compatible with the core system. The hardware components are not proprietary, but the customized software, custom-designed network and related managed services are. AT&T is the only vendor that can supply the custom workstations and software needed to integrate these additional workstations into the core replacement system and perform the related network/maintenance/managed services they are supplying to the core system. AT&T has sent the Department a Sole Source Letter which is on file with the Department		
DEADLINES/ TIME CONSTRAINTS	No.		
COST & FUNDING	Total cost: \$394,102.23	Funding source: LASD General Support	
	TERMS (if applicable):		
	Explanation: There will be no impact to net County cost. The cost of the confirming purchase order is accounted for in the Department's FY 2022-23 General Support budget allocation.		
PURPOSE OF REQUEST	LASD is requesting the Board to authorize the Internal Services Department (ISD), in its capacity as the County's Purchasing Agent to issue a confirming Purchase Order (PO) to AT&T in the amount \$394,102.23.		
BACKGROUND (include internal/external issues that may exist including any related motions)	The VESTA software and equipment at Sheriff's Communication Center (SCC) is critical to the Department as it is used for training personnel who work at PSAP locations (including all Sheriff's patrol stations) and also for personnel who work at SCC answering alarm calls from various alarm companies for service to various County buildings and residences of designated executive personnel.		

	<p>The original purchase order for AT&T VESTA software and equipment was made under PO-SH-19008038-1 with an award date of February 19, 2019. This initial purchase was paid by Data Systems Bureau (DSB), which included both the Alarm PSAP and the Training Center. Because installations for the Alarm PSAP and Training Center were completed/accepted on different dates, the maintenance did not begin until the installations were fully accepted, hence the different annual maintenance renewal dates on the invoices for the Alarm PSAP and Training Center.</p> <p>On February 12, 2021, DSB received and forwarded the second year AT&T VESTA maintenance renewal invoices to CFMB. Based on the dates of the maintenance, the invoice for the Training Center was already in a confirming purchase state (due on November 12, 2020). The invoice for the Alarm PSAP became a confirming purchase due to the inability to finalize payment within a short time frame (six days, due on February 18, 2021) and the ongoing funding issues due to budgetary curtailments.</p> <p>Given that DSB made the initial AT&T VESTA purchase, CFMB was unaware of the ongoing annual maintenance fees, nor was CFMB aware of these would become the responsibility of CFMB. Due to miscommunication of responsibilities, prior invoices sent by AT&T went unanswered until February 12, 2021</p> <p>On August 30, 2022, the Department appeared before the Retroactive Contract Review Committee (RCRC) to discuss the retroactive issue that resulted from the Department obtaining Services without having a PO in place. The RCRC reviewed the applicable documentation leading to the retroactive PO and approved the attached Department's Corrective Action Plan.</p>
EQUITY INDEX OR LENS WAS UTILIZED	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please state which one(s) and explain how:
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Marshall Yelverton, Lieutenant 323-881-8002 mryelver@lasd.org Jose Rios, Sergeant, 323-881-8003 jrrios@lasd.org

December 20, 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 RETROACTIVE PAYMENT TO AMERICAN TELEPHONE
AND TELEGRAPH (AT&T) FOR ANNUAL MAINTENANCE RENEWAL
(ALL DISTRICTS) (3 VOTES)**

SUBJECT

The Los Angeles County (County) Sheriff's Department (Department) is requesting the Board to authorize the Internal Services Department (ISD), in its capacity as the County's Purchasing Agent to issue a confirming Purchase Order (PO) to American Telephone and Telegraph (AT&T) in the amount of \$394,102.23.

IT IS RECOMMENDED THAT THE BOARD:

Authorize ISD to proceed with a confirming PO to AT&T for annual maintenance renewal in the amount of \$394,102.23.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The annual maintenance renewal for the Alarm Public Safety Answering Point (PSAP) is February 18, 2021, through February 18, 2022, and the annual maintenance renewal for the Training Center is November 12, 2020, through November 12, 2021. The original purchase order for AT&T VESTA software and equipment was made under PO-SH-19008038-1 with an award date of February 19, 2019. This initial purchase was paid by Data Systems Bureau (DSB), which included both the Alarm PSAP and the Training Center. The installations for the Alarm PSAP and Training Center were

completed/accepted on different dates. The maintenance did not begin until the installations were fully accepted, hence the different annual maintenance renewal dates on the invoices.

On February 12, 2021, DSB received and forwarded the second year AT&T VESTA maintenance renewal invoices to Communication and Fleet Management Bureau (CFMB). Based on the dates of the maintenance (i.e., November 12, 2020), the Training Center invoice was already a confirming purchase. The invoice for the Alarm PSAP became a confirming purchase due to the inability to finalize payment within the six-day time frame (i.e., February 18, 2021) coupled with the ongoing funding issues due to budgetary curtailments.

Given that DSB made the initial AT&T VESTA purchase, CFMB was unaware of the ongoing annual maintenance fees. Additionally, CFMB was unaware that the fees would become their responsibility. Due to miscommunication of responsibilities, prior invoices sent by AT&T went unanswered until February 12, 2021.

On August 30, 2022, the Department appeared before the Retroactive Contract Review Committee (RCRC) to discuss the retroactive issue that resulted from the Department obtaining Services without having a PO in place. The RCRC reviewed the applicable documentation leading to the retroactive PO and approved the attached Department's Corrective Action Plan.

Implementation of Strategic Plan Goals

The Services provided under this PO support the County's Strategic Plan, Goal III, Strategy III.3 – Pursuing Operational Effectiveness, Fiscal Responsibility, and Accountability. The Services are required to maintain software and equipment critical to the Department's Computer Aided Dispatch (CAD) system at all patrol stations and the Sheriff's Communication Center (SCC).

FISCAL IMPACT/FINANCING

There will be no impact to net County cost. The cost of the confirming purchase order is accounted for in the Department's Fiscal Year 2022-23 General Support budget allocation.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Services provided by AT&T includes maintenance support for 53 computer workstations (i.e., monitors, computers, keyboards, keypads, and proprietary VESTA software) that is installed and tied to the CAD System.

The VESTA software and equipment at SCC is critical to the Department as it is used for training personnel who work at PSAP locations, including all Sheriff's patrol stations and SCC answering calls from various alarm companies for service to various County buildings and residences.

IMPACT ON CURRENT SERVICES FOR (OR PROJECTS)

Payment of the retroactive amount will ensure a continuation of Services to the communities and the County.

Failure to maintain Services would cause the Department to lose its ability to train personnel on answering 9-1-1 and alarm calls from various companies for service to various County buildings and residences of designated executive personnel which would be detrimental to the safety of County facilities and personnel.

CONTRACTING PROCESS

The County Purchasing Agent will process the PO in accordance with the County's Purchasing Policies and Procedures.

CONCLUSION

To avoid future occurrences, CFMB purchasing has added these renewals to the maintenance log that tracks renewal dates. CFMB is working with AT&T to ensure both invoices are received at the same time for the two locations (PSAP and the Training Center) in order to comply with County purchasing policies and ensure they are received and processed in a timely manner. CFMB also requested that AT&T send the invoices directly to CFMB in order to expedite the payment. The Department will work with the Division Chiefs to ensure that any transferring of projects between units or Divisions will be coordinated with all parties involved ensuring all aspects of the project are understood.

The Honorable Board of Supervisors
December 20, 2022
Page 4

Should you have any questions, please contact Lieutenant Marshall Yelverton at (323) 881-8002.

Sincerely,

ALEX VILLANUEVA, SHERIFF

TIMOTHY K. MURAKAMI
UNDERSHERIFF

TKM:RC:er
(Administrative Services Division – Fiscal Administration Bureau)

c: Board of Supervisors, Justice Deputies
Celia Zavala, Executive Officer, Board of Supervisors
Fesia Davenport, Chief Executive Officer
Sheila Williams, Senior Manager, Chief Executive Office (CEO)
Rene Phillips, Manager, CEO
Jocelyn Ventilacion, Principal Analyst, CEO
Bryan Bell, Budget Analyst, CEO
Dawyn R. Harrison, Acting County Counsel
Elizabeth D. Miller, Chief Legal Advisor, Legal Advisory Unit
Michele Jackson, Principal Deputy County Counsel, Legal Advisory Unit
Gerald R. Plummer, Division Manager, ISD
Timothy K. Murakami, Undersheriff
John L. Satterfield, Chief of Staff
Conrad Meredith, Division Director, Administrative Services Division (ASD)
Brian Yanagi, Chief, Technology and Support Division (TSD)
Glen C. Joe, Assistant Division Director, ASD
Richard F. Martinez, Assistant Division Director, ASD
Rick M. Cavataio, Director, Fiscal Administration Bureau (FAB)
David C. Sum, Captain, Communications and Fleet Management Bureau (CFMB)
Elida D. Rodriguez, Assistant Director, FAB
Marshall R. Yelverton, Lieutenant, (CFMB)
Adam R. Wright, Sergeant, ASD
Kristine D. Corrales, Deputy, ASD
Thea Sheridan, Administrative Services Manager, TSD
(Fiscal Admin/Confirming POs – AT&T Maintenance Renewal 12-06-22)



DATE 6/24;2021
VERSION 28.00
Account Manager Henry Wang
Phone 714-680-5789
Email hw3126@att.com

Quote Summary
LASD - Alarm PSAP
Basic Configuration

Motorola
VESTA

Total Number of Positions: 32

VESTA	
Year 2 Monthly Maintenance:	\$ 6,880.32
TOTAL Year 2 Annual Maintenance:	\$ 82,563.84
TOTAL:	\$ 82,563.84
VESTA ANALYTICS	
Year 2 Monthly Maintenance:	\$ 1,008.27
TOTAL Year 2 Annual Maintenance:	\$ 12,099.24
TOTAL:	\$ 12,099.24
VESTA LOCATE	
Year 2 Monthly Maintenance:	\$ 1,558.00
TOTAL Year 2 Annual Maintenance:	\$ 18,696.00
TOTAL:	\$ 18,696.00
Quote Valid for 60 Days	GRAND TOTAL: \$ 113,359.08

Notes:

- This is a quote for year-two annaul maintenance (From 02/18/2021 to 02/18/2022)
- 2021-06-24. Updated the quote date and version number. No other changes.



DATE 6/24/2020
VERSION 29.00
Account Manager Henry Wang
Phone 714-680-5789
Email hw3126@att.com

Quote Summary
LASD - Training Center
Basic Configuration

Motorola
VESTA

Total Number of Positions: 21

		VESTA	
		Year 2 Monthly Maintenance:	\$ 4,515.21
		TOTAL Year 2 Annual Maintenance:	\$ 54,182.52
		TOTAL:	\$ 54,182.52
		VESTA ANALYTICS	
		Year 2 Monthly Maintenance:	\$ 661.71
		TOTAL Year 2 Annual Maintenance:	\$ 7,940.52
		Monthly Maintenance:	\$ 7,940.52
		VESTA LOCATE	
		Year 2 Monthly Maintenance:	\$ 1,022.49
		TOTAL Year 2 Annual Maintenance:	\$ 12,269.88
		VESTA LOCATE	\$ 12,269.88
Quote Valid For 60 Days		GRAND TOTAL:	\$ 74,392.92

Notes:

- * This is a quote for year-two annaul maintenance (From 11/12/2020 to 11/12/2021)
- * 2021-06-24 Updated the quote date and version number No other changes



at&t

DATE 4/14/2022**VERSION** 2.00**Account Manager** Kent Ames**Phone** (530) 400-1987**Email** ka3169@att.com**Quote Summary****LASD - Training Center****Basic Configuration****Motorola****VESTA****Total Number of Positions:** 21

Maintenance calculated at 15 Months to align with Alarm PSAP
Maintenance dates

VESTA

Year 3 Monthly Maintenance: \$ 4,515.21

TOTAL Year 3 Annual Maintenance: \$ 67,728.15

TOTAL: \$ 67,728.15

VESTA ANALYTICS

Year 3 Monthly Maintenance: \$ 661.71

TOTAL Year 3 Annual Maintenance: \$ 9,925.65

Monthly Maintenance: \$ 9,925.65

VESTA LOCATE

Year 3 Monthly Maintenance: \$ 1,022.49

TOTAL Year 3 Annual Maintenance: \$ 15,337.35

VESTA LOCATE \$ 15,337.35

Quote Valid For 60 Days**GRAND TOTAL:** \$ 92,991.15**Notes:**

- This is a quote for year-three annual maintenance (From 11/12/2021 to 02/18/2023)
- 4-14-2022. New 2022 Quote. added 3 months to co-terminate with Alarm

Bill To:

Los Angeles County Sheriff's Department
Communications and Fleet Management Bureau
ATTN: Operations Staff
1277 N. Eastern Ave
Los Angeles Ca 90063



at&t

DATE 4/14/2022
VERSION 2.00
Account Manager Kent Ames
Phone (530) 400-1987
Email ka3169@att.com

Quote Summary

LASD - Alarm PSAP
Basic Configuration

Motorola
VESTA

Total Number of Positions: 32

		VESTA	
	Year 3 Monthly Maintenance:	\$	6,880.32
	TOTAL Year 3 Annual Maintenance:	\$	82,563.84
	TOTAL:	\$	82,563.84
		VESTA ANALYTICS	
	Year 3 Monthly Maintenance:	\$	1,008.27
	TOTAL Year 3 Annual Maintenance:	\$	12,099.24
	TOTAL:	\$	12,099.24
		VESTA LOCATE	
	Year 3 Monthly Maintenance:	\$	1,558.00
	TOTAL Year 3 Annual Maintenance:	\$	18,696.00
	TOTAL:	\$	18,696.00
Quote Valid for 60 Days	GRAND TOTAL:	\$	113,359.08

Notes:

- * This is a quote for year-three annual maintenance (From 02/18/2022 to 02/18/2023)
- * . . . Original

Bill To:

Los Angeles County Sheriff's Department
 Communications and Fleet Management Bureau
 ATTN: Operations Staff
 1277 N. Eastern Ave Los Angeles Ca 90063

**RETROACTIVE CONTRACTS REPORTING FORM
CORRECTIVE ACTION PLAN
LOS ANGELES COUNTY SHERIFF'S DEPARTMENT (LASD)
COMMUNICATIONS AND FLEET MANAGEMENT BUREAU (CFMB)
AMERICAN TELEPHONE AND TELEGRAPH (AT&T)
FY 2022-23**

ATTACHMENT II

Root Causes	Corrective Action Plan
<p>This maintenance support includes coverage for 53 computer workstations, which includes monitors, computers, keyboards, keypad, and proprietary VESTA software that is installed in the above locations and is tied to the Department's Computer Aided Dispatch (CAD) system.</p> <p>The VESTA software and equipment at Sheriff's Communication Center (SCC) is critical to the Department as it is used for training personnel who work at Public Safety Answering Point (PSAP) locations (including all Sheriff's patrol stations) and also for personnel who work at Sheriff's Communication Center (SCC) answering alarm calls from various alarm companies for service to various County buildings and residences of designated executive personnel.</p> <p>The original purchase order for AT&T VESTA software and equipment was made under PO-SH-19008038-1 with an award date of February 19, 2019. This initial purchase was paid by Data Systems Bureau (DSB), which included both the Alarm PSAP and the Training Center. Because installations for the Alarm PSAP and Training Center were completed/accepted on different dates, the maintenance did not begin until the installations were fully accepted, hence the different annual maintenance renewal dates on the invoices for the Alarm PSAP and Training Center.</p>	<p>To avoid missing fiscal deadlines for renewals in the future, CFMB purchasing has added these renewals to the maintenance log that tracks renewal dates.</p> <p>In October 2021, LASD requested the items listed in the CAP via email and a telephone message to the account manager from AT&T. However, the email and telephone messages were unanswered as the account manager from AT&T had or was about to retire.</p> <p>Several months later, in early 2022, LASD was assigned a new account manager and a meeting was immediately setup with the new account manager to discuss the billing issues between LASD and AT&T. The original email message outlining the CAP for LASD was also sent to the new account manager in March 2022.</p> <p>Year 3 billing was finalized and setup in May 2022 by AT&T with the new instructions provided by LASD (Same billing dates, new email address, new physical address).</p> <p>The billing cycle has been added to CFMB's maintenance log and is checked by the CFMB Budget Representative as well as Divisions Budget Representative. Also, a reminder has been setup for all CFMB Operations staff to request the invoices from AT&T prior to the next billing cycle. The next</p>

**RETROACTIVE CONTRACTS REPORTING FORM
CORRECTIVE ACTION PLAN
LOS ANGELES COUNTY SHERIFF'S DEPARTMENT (LASD)
COMMUNICATIONS AND FLEET MANAGEMENT BUREAU (CFMB)
AMERICAN TELEPHONE AND TELEGRAPH (AT&T)
FY 2022-23**

ATTACHMENT II

On February 12, 2021, DSB received and forwarded the second year AT&T VESTA maintenance renewal invoices to CFMB. Based on the dates of the maintenance, the invoice for the Training Center was already in a confirming purchase state (due on November 12, 2020). The invoice for the Alarm PSAP became a confirming purchase due to the inability to finalize payment within a short time frame (six days, due on February 18, 2021) and the ongoing funding issues due to budgetary curtailments.

Given that DSB made the initial AT&T VESTA purchase, CFMB was unaware of the ongoing annual maintenance fees, nor was CFMB aware of these fees would become the responsibility of CFMB. Due to miscommunication of responsibilities, prior invoices sent by AT&T went unanswered until February 12, 2021.

billing cycle for Year 4 of the maintenance is set for 2/18/2023 to 2/18/2024.

LASD originally reached out to AT&T in October 2021 to discuss what needed to be done by both AT&T and LASD once it was discovered the account was in a confirming state. After a new account manager was assigned to LASD in early 2022, all items were discussed with the new account manager and all CAP procedures were put into place for the Year 3 billing cycle, which LASD received on or about April 19, 2022 (Same billing dates, new email address, new physical address).

As of May 5, 2022, LASD and AT&T meet on a monthly basis to discuss outstanding items, which includes the topic of billing for the next maintenance cycles for the two VESTA locations.

LASD will coordinate within the respective Division(s) the transferring of projects, including the fiscal portion of those projects. Each Division Chief will work with the unit Commanders to ensure all aspects and responsibilities of the transferring project are properly explained and timelines are understood. Regardless, of whether the transferring project is within the same Division or not.

**RETROACTIVE CONTRACTS REPORTING FORM
CORRECTIVE ACTION PLAN
LOS ANGELES COUNTY SHERIFF'S DEPARTMENT (LASD)
COMMUNICATIONS AND FLEET MANAGEMENT BUREAU (CFMB)
AMERICAN TELEPHONE AND TELEGRAPH (AT&T)
FY 2022-23**

ATTACHMENT II

<p>Start and completion dates of the Corrective Action Plan</p> <p>As soon as approval is received to pay the vendor.</p>	<p>Plan Development</p> <ul style="list-style-type: none"> • Start Date: August 30, 2022 • Completion Date: (Pending AT&T consolidation of both bills and confirming payment has been received) • This was completed when AT&T was able to put both invoices on the same billing cycle for Year 3 of the maintenance which were received on or around April 19, 2022.
<p>Responsible person for the Corrective Action Plan</p>	<p>Captain David Sum Lieutenant Marshall Yelverton Operations Assistant III Wendy Cole Operations Assistant III Darlene Bonilla Operations Assistant II Robert Ahrens</p>
<p>Lessons learned as a result of the situation</p>	<p>Ensuring units/bureaus/divisions within LASD know who will be responsible for the invoices issued to the Department and ensuring those invoices are sent to the correct unit/bureau/division for processing.</p>
<p>How the Corrective Action Plan effectiveness will be measured</p> <p>By the timely payment to AT&T on an annual basis.</p>	<p>AT&T will be paid, taking the current maintenance invoices out of confirming status. Working with AT&T to ensure the next set of maintenance invoices will be sent to the correct location and in a timely manner as to avoid the incredible short time frame given to LASD to fund and pay the maintenance contract for year three through five.</p>

BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	12/7/2022		
BOARD MEETING DATE	12/20/2022		
SUPERVISORIAL DISTRICT AFFECTED	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 ^d <input type="checkbox"/> 4 th <input type="checkbox"/> 5 th		
DEPARTMENT(S)	Sheriff's Department		
SUBJECT	Authorize county purchasing agent to execute a purchase order for the acquisition of the HPE Superdome for LASD.		
PROGRAM	Technology and support Division (TSD)		
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Delegated Authority TO ISD		
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why:		
DEADLINES/ TIME CONSTRAINTS	N/A		
COST & FUNDING	Total cost: \$5,500,000.00 (estimated)		Funding source: Department's operational budget
	TERMS (if applicable):		
	Explanation:		
PURPOSE OF REQUEST	Purchase Hardware/Software, Professional Services, and Three-Year Maintenance Warranty to replace the legacy Superdome at LASD's data center. To be acquired under LAC-CAL.		
BACKGROUND (include internal/external issues that may exist including any related motions)	The current hardware and operating system are no longer supported and are at end-of-life.		
EQUITY INDEX OR LENS WAS UTILIZED	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:		
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please state which one(s) and explain how:		
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: • James Peterson, Captain, 562-345-4351, jcpeters@lasd.org • Fred Nazarbegian, IT Manager III, 562-345-4338, fnazarbe@lasd.org • Thea Sheridan, Administrative Services Manager I, HTSherid@lasd.org		

December 20, 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:

**REQUEST APPROVAL AND AUTHORIZE THE COUNTY PURCHASING AGENT TO
EXECUTE A PURCHASE ORDER FOR THE AQUISITION OF THE SUPERDOME
REPLACEMENT HARDWARE FOR THE LOS ANGELES COUNTY SHERIFF'S
DEPARTMENT (LASD) FISCAL YEAR 2022-23
(ALL DISTRICTS) (3 VOTES)**

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

SUBJECT

The LASD is requesting the Board of Supervisors' (Board) approval and authorization for the Internal Services Department (ISD), in its capacity as the County's Purchasing Agent, to proceed with a purchase order (PO) to replace the LASD's Hewlett Packard Enterprise Superdome (Superdome) in the estimated amount of \$5,500,000 to upgrade the Superdome system.

IT IS RECOMMENDED THAT THE BOARD:

Authorize ISD, as the County's Purchasing Agent, to proceed with the acquisition of the Superdome replacement in the estimated amount of \$5,500,000 which includes hardware, software, professional services, maintenance and support, travel, and taxes.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

LASD is the primary law enforcement organization for millions of County residents and manages the largest county jail population in the United States. It operates several mission critical systems, such as Superdome, which promote public safety and needs to remain operational during emergencies.

Superdome comprises multiple components used in data centers for mission critical applications that require high-performance, high availability. Our current Superdome solution hosts many mission and business critical systems and provides services to many local, state, and federal agencies throughout the County of Los Angeles. For instance, Los Angeles County's Correctional Health Services personnel use Superdome applications to manage healthcare for the inmates in the jail system.

The system modernization project will consist of three phases:

- Phase I – The purchase of new servers and associated components.
- Phase II – The hardware will be installed, and the Hypervisor and the Operating Systems (OS) will be upgraded in the data centers. The new hardware will serve as the production environment with high availability and fail-over capability. It will also replace the end of life (EOL) equipment and OS that are currently being utilized.
- Phase III – The data will be migrated from the existing hardware to the new, modernized hardware with capacity and expansion for growth. The new hardware will provide a more secure environment to guard against cyber-attacks.

The LASD will have a dedicated project manager for the Superdome upgrade to ensure the project is completed on time and to minimize downtime to the users' environment. There will be a contingency plan in the event something should go awry during the implementation.

It is imperative that our existing, antiquated Superdome hardware is upgraded. The current hardware is no longer supported and is EOL. Replacement parts are scarce and when failures occur, the repair of hardware takes longer and is more costly. Any interruption of service to the LASD's mission critical systems could result in loss of life, jeopardize officer and public safety, and potentially incur future litigation. The new computer system will provide a more stable computing environment, minimizing unplanned outages of the LASD's mission and business critical systems.

Implementation of Strategic Plan Goals

The recommended action is consistent with the principles of the County's Strategic Plan, Goal 1, Operational Effectiveness and Fiscal Sustainability. The implementation of the Superdome hardware upgrade will indirectly contribute to achieving the County's Strategic Initiative 4 and Strategic Initiative 5, by achieving efficiencies that transform service delivered by replacing critical obsolete systems.

FISCAL IMPACT/FINANCING

Funding for Superdome replacement will be through Los Angeles County-Capital Asset Leasing (LAC-CAL), lease payments that are included in LASD's approved 2022-2023 budget. The LAC-CAL funding amount is \$5,500,000.

The estimated one-time costs for the proposed acquisitions are as follows:

Hardware/Software	\$4,300,000.00
Services	\$ 200,000.00
Three-year maintenance warranty	\$1,000,000.00
Total cost	\$5,500,000.00

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

In compliance with Board Policy 6.020 "Chief Information Office Board Letter Approval", the Office of the Chief Information Officer (OCIO) reviewed the information technology (IT) components (management, design, development, acquisition, expansion, or purchase of IT systems and/or related services) of this request and recommends approval. The OCIO determined this recommended action(s) does not include any new IT items that would necessitate a formal written CIO Analysis

On October 16, 2001, the Board approved the classification categories for fixed assets (now referred to as capital assets) and new requirements for major capital assets purchasing requiring County departments to obtain Board approval to purchase ordinance equipment with a unit cost of \$250,000 or greater prior to submitting their requisition to the County Purchasing Agent.

CONTRACTING PROCESS

The acquisition of Superdome system modernization services and components falls under the statutory authority of the County Purchasing Agent and will be accomplished in accordance with the County's purchasing policies and procedures.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of this request will ensure continued services and uninterrupted operation of Superdome equipment utilized by Los Angeles County law enforcement agencies.

CONCLUSION

Upon Board approval, please return a copy of the adopted Board Letter to LASD's Technology and Support Division.

Sincerely,

Reviewed by:

ALEX VILLANUEVA, SHERIFF

TIMOTHY K. MURAKAMI
UNDERSHERIFF

PETER LOO
INTERIM CHIEF INFORMATION OFFICER

AV:BY:nd
(Technology & Support Division)

- 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
Bryan Bell, Budget Analyst, CEO
Dawyn R. Harrison, Acting County Counsel
Elizabeth D. Miller, Chief Legal Advisor, Legal Advisory Unit
Michele Jackson, Principal Deputy County Counsel, Legal Advisory Unit
Selwyn Hollins, Director, Internal Services Department (ISD)
Gerald R. Plummer, Division Manager, ISD
Timothy K. Murakami, Undersheriff
John L. Satterfield, Chief of Staff
Conrad Meredith, Division Director, Administrative Services Division (ASD)
Brian Yanagi, Acting Chief, Technology and Support Division (TSD)
Glen C. Joe, Assistant Division Director, ASD
Chris Kovac, Commander, TSD
Richard F. Martinez, Assistant Division Director, ASD
David E. Culver, Director, Financial Programs Bureau
James C. Peterson, Captain, Data Systems Bureau, (DSB)
Fredrik Nazarbegan, Information Technology Manager, TSD
Adam R. Wright, Sergeant, ASD
Kristine D. Corrales, Deputy, ASD
Thea Sheridan, Administrative Services Manager, TSD
(Technology & Support Div – HP Superdome 12-20-22)

BOARD LETTER/MEMO – FACT SHEET OPERATIONS CLUSTER

☒ Board Letter

☐ Board Memo

☐ Other

OPS CLUSTER AGENDA REVIEW DATE	11/2/2022	
BOARD MEETING	12/6/2022	
DELEGATED AUTHORITY BOARD LETTER	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
SUPERVISORIAL DISTRICT AFFECTED	All	
DEPARTMENT	Sheriff's Department	
SUBJECT	Approval of Amendment #2 to Agreement Number 76530 with Porter Lee Corporation.	
PROGRAM	Property, Evidence and Laboratory Management System (PRELIMS)	
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
	If Yes, please explain why:	
DEADLINES/ TIME CONSTRAINTS	N/A	
COST & FUNDING	Total cost: \$356,150	Funding source: Asset Forfeiture Funds
	TERMS (if applicable): The term is unchanged by the proposed amendment.	
	Explanation: The amendment would increase the Maximum Contract Sum to \$3,342,895 from the original \$3,042,745. This is a zero net-County-cost amendment.	
PURPOSE OF REQUEST	To 1) migrate data from the Department's legacy systems, 2) implement Active Directory functionality, and 3) configure five new web servers.	
BACKGROUND (include internal/external issues that may exist)	The additional Pool Dollars will allow the Department to engage Porter Lee to provide additional professional services necessary to mitigate the risk of losing critical data due to system failure, enhance application security, maintain compliance and supportability of the mission-critical PRELIMS Solution, and increase accessibility to critical evidence.	
EQUITY INDEX OR LENS WAS UTILIZED	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:	
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please state which one(s) and explain how:	
DEPARTMENTAL AND OTHER CONTACTS	Name, Title, Phone # & Email: • Angelo Faiella, Assistant Director, (213) 229-3259, afaiell@lasd.org • James P. Carroll, Project Director (323) 260-8502, jpcarroll@lasd.org	

December 6, 2022

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

Dear Supervisors:

**APPROVE AMENDMENT NUMBER TWO
TO AGREEMENT NUMBER 76530 WITH PORTER LEE CORPORATION
TO PROVIDE UPGRADES TO THE PROPERTY, EVIDENCE AND LABORATORY
INFORMATION MANAGEMENT SYSTEM
(ALL DISTRICTS) (3 VOTES)**

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

SUBJECT

The Los Angeles County (County) Sheriff's Department (Department) is requesting the Board's approval and execution of Amendment Number Two (Amendment) to Agreement Number 76530 (Agreement) with Porter Lee Corporation (Porter Lee) to increase Pool Dollars to allow for critical upgrades to the Department's Property, Evidence and Laboratory Information Management System (PRELIMS).

IT IS RECOMMENDED THAT THE BOARD:

Approve and instruct the Chair to sign the attached Amendment to the Agreement with Porter Lee to: (1) increase Pool Dollars by \$300,150, and (2) reallocate \$56,000 from the original Agreement Sum towards Pool Dollars for deliverables no longer needed. The proposed Amendment increases Pool Dollars by \$356,150 for a total Maximum Contract Sum not to exceed \$3,342,895 for the term of the Agreement.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of this action will allow the Department to engage Porter Lee to provide additional professional services for the migration of data from two legacy systems, which were considered optional customizations in the original Agreement: Evidence Tracking System (ETS) and Evidence and Property Inventory Control (EPIC). Approval of this Amendment will also allow for implementation of Active Directory functionality, configuration of five new web servers, and the reallocation of funds originally budgeted in the Agreement Sum for an interface to Los Angeles Regional Crime Information System (LARCIS).

As of July 2007, ETS was no longer being supported by Oracle. In January 2020, the Department upgraded to Windows 10, which no longer supported EPIC and caused a system failure. Since then, the Department has prioritized the migration of data from these two legacy systems to PRELIMS to mitigate the risk of future system failure. Furthermore, it has become increasingly cumbersome to physically access ETS and EPIC data due to ongoing hardware and software limitations. The Department's information technology staff has exhausted all possible options to rehabilitate these legacy systems to run at even minimal performance levels.

Migration of the existing data from the ETS and EPIC legacy systems to PRELIMS will allow the Department to access historical data stored in these databases for use in pending and future court cases, as well as eliminate the risk of loss of critical data. Implementing Active Directory functionality for PRELIMS will provide a central management tool to more efficiently manage login credentials for over 7,000 users. Additionally, the use of Active Directory will remediate one of the findings from the County Auditor-Controller's audit of the Department's evidence warehouse conducted in 2018, which required the Department to establish protocols for user access, and prohibit access by users who have retired, resigned, or been placed on administrative leave.

The original Agreement included a deliverable for the development of a LARCIS interface, intended to streamline the manual process of entering property and evidence records into Department of Justice (DOJ) systems. Recently, the Department elected not to move forward with this deliverable as a result of the LARCIS application becoming obsolete. As a result, the proposed Amendment will reallocate \$56,000 from the original Agreement Sum towards Pool Dollars.

Implementation of Strategic Plan Goals

The recommended action is consistent with the principles of the County's Strategic Plan, Strategy III.2, Embrace Digital Government for the Benefit of Our Internal

Customers and Communities by supporting the implementation of technological enhancements that increase efficiency, thereby enabling the Department to accurately and effectively track and process evidence and property for over 50 Departmental units and facilities.

FISCAL IMPACT/FINANCING

The current Pool Dollar balance of \$61,494 is insufficient to move forward with the Department's Active Directory and data migration needs. The proposed Amendment will increase Pool Dollars allocated for the provision of optional work by \$356,150 for a Maximum Contract Sum of \$3,342,895. The proposed Amendment will be funded solely by the Department's existing Asset Forfeiture Funds at zero net-cost to County.

The total cost for the proposed optional work is \$167,150, to be applied as follows:

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The core PRELIMS application became operational in May 2014. Since then, Porter Lee has implemented additional laboratory functionalities in satisfaction of the original Agreement requirements.

In compliance with Board Policy 6.020, Chief Information Office Board Letter Approval, the Office of the Chief Information Officer (OCIO) reviewed the information technology (IT) components (management, design, development, acquisition, expansion, or purchase of IT systems and/or related services) of this request and recommends approval. The OCIO determined this recommended action(s) does not include any new IT items that would necessitate a formal written CIO Analysis.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The implementation of Active Directory and the migration of data from the legacy systems are necessary to: mitigate the risk of losing critical data due to system failure, enhance application security, maintain compliance and supportability of the mission-critical PRELIMS Solution, and increase accessibility to critical evidence.

The Honorable Board of Supervisors
December 6, 2022
Page 4

CONCLUSION

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

Sincerely,

Reviewed by:

ALEX VILLANUEVA, SHERIFF

TIMOTHY K. MURAKAMI
UNDERSHERIFF

PETER LOO
ACTING CHIEF INFORMATION OFFICER

TM:LT:lt
(Fiscal Administration Bureau-Contracts Unit)

- c: Board of Supervisors, Justice Deputies
Celia Zavala, Executive Officer, Board of Supervisors
Fesia Davenport, Chief Executive Officer
Sheila Williams, Senior Manager, Chief Executive Office (CEO)
Rene Phillips, Manager, CEO
Jocelyn Ventilacion, Principal Analyst, CEO
Bryan Bell, Budget Analyst, CEO
Dawyn R. Harrison, Acting County Counsel
Elizabeth D. Miller, Chief Legal Advisor, Legal Advisory Unit
Cammy C. DuPont, Principal Deputy County Counsel
Peter Loo, Acting Chief Information Officer, Chief Information Office (CIO)
Timothy K. Murakami, Undersheriff
John L. Satterfield, Chief of Staff
Conrad Meredith, Division Director, Administrative Services Division (ASD)
Brian Yanagi, Chief, Technology and Support Division (TSD)
Glen C. Joe, Assistant Division Director, ASD
Chris Kovac, Commander, TSD
Richard F. Martinez, Assistant Division Director, ASD
Ernest O. Bille, Captain, TSD
James P. Carroll, Crime Laboratory Director, Scientific Services Bureau (SSB)
Rick M. Cavataio, Director, Fiscal Administration Bureau (FAB)
Angelo Faiella, Assistant Director, FAB
Rene Garcia, Lieutenant, ASD
Adam R. Wright, Sergeant, ASD
Kristine D. Corrales, Deputy, ASD
Sheila A. Courts, Administrative Services Manager II, SSB
Alex Madera, Senior Contract Analyst, FAB, Contracts Unit
Thea Sheridan, Administrative Services Manager I, TSD
Lauren Thai, Contract Analyst, FAB, Contracts Unit
(Contracts – PRELIMS 12-06-22)

AMENDMENT NUMBER TWO TO AGREEMENT NUMBER 76530
BY AND BETWEEN
COUNTY OF LOS ANGELES AND
PORTER LEE CORPORATION
FOR PROPERTY, EVIDENCE, AND LAB INFORMATION MANAGEMENT SYSTEM

This Amendment Number Two (Amendment) to Agreement Number 76530 (Agreement) is made and entered into by and between the County of Los Angeles (County) and Porter Lee Corporation (Contractor), effective upon execution by both parties.

- A. WHEREAS, on April 15, 2008, County and Contractor entered into the Agreement for the implementation and maintenance of a web-enabled property, evidence and lab information management system (PRELIMS) and maintenance services; and
- B. WHEREAS, on October 1, 2020, County and Contractor entered into Amendment Number One to: (1) update the County-mandated provisions regarding Insurance Coverage, Compliance with Applicable Law, Assignment and Delegation/Mergers or Acquisitions, Consideration of Hiring GAIN-GROW Participants, Background and Security Investigations, Contractor's Acknowledgement of County's Commitment to Safely Surrendered Baby Law, County's Quality Assurance Plan, Notice to Employees Regarding the Safely Surrendered Baby Law, and (2) add the County-mandated provisions regarding Default Method of Payment: Direct Deposit or Electronic Funds Transfer, Compliance with County's Zero Tolerance Policy on Human Trafficking, Local Small Business Enterprise (LSBE) Prompt Payment Program, Social Enterprise (SE) Preference Program, Disabled Veteran Business Enterprise (DVBE) Preference Program, Time Off for Voting, Compliance with the Policy of Equity, County's Defaulted Property Tax Reduction Program, Compliance with Fair Chance Employment Practices, and (3) add Exhibit K (Attestation and Willingness to Consider GAIN-GROW Participants), Exhibit L (Zero Tolerance Policy on Human Trafficking Certification), Exhibit M (Certification of Compliance with the County's Defaulted Property Tax Reduction Program), and Exhibit N (Compliance with Fair Chance Employment Hiring Practices Certification) to the Agreement.
- C. WHEREAS, County and Contractor desire to further amend the Agreement to: (1) increase the Pool Dollars (as defined in the Agreement) by \$356,150.00 to continue to engage Contractor to provide professional services to: (a) implement Active Directory functionality, (b) perform the data migration of existing Department legacy systems (Evidence Tracking System (ETS) and Evidence and Property Inventory Control (EPIC)), (c) correct any defect that may arise during the data migration, and (d) configure five new web servers to allow full functionality of the PRELIMS web-based application; (2) increase the Maximum Contract Sum (as defined in the Agreement) by \$300,150.00, for a grand total of \$3,342,895.00, (3) update the County-mandated provisions regarding Assignment and Delegation/Mergers or Acquisitions, Consideration of Hiring County Employees Targeted for Layoffs or are on a County Re-employment List, Safely Surrendered Baby Law, Counterparts and Electronic Signatures and Representations, and Compliance with Fair Chance Employment Hiring Practices; (4) add the County-mandated provision regarding COVID-19 Vaccinations of County Contractor Employees; (5) amend and restate Exhibit C (Price and Schedule of Payments) of the Agreement; and (6) add Exhibit C.1 (Optional Work Schedule) and Exhibit E (COVID-19 Vaccination Certification of Compliance) to the Agreement.

AMENDMENT NUMBER TWO TO AGREEMENT NUMBER 76530
BY AND BETWEEN
COUNTY OF LOS ANGELES AND
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FOR PROPERTY, EVIDENCE, AND LAB INFORMATION MANAGEMENT SYSTEM

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

1. Paragraph 8.2 (Maximum Contract Sum) of the Agreement is deleted in its entirety and replaced as follows to update the Maximum Contract Sum to reflect the additional Pool Dollar amount of \$356,150.00:

8.2 Maximum Contract Sum. The "Maximum Contract Sum" under this Agreement shall be the total monetary amount that would be payable by County to Contractor for supplying the System Software and all Work and Pool Dollars under this Agreement for the Term. The Maximum Contract Sum for this Agreement, including applicable Taxes, authorized by County hereunder shall in no event, expressly or by implication, exceed \$3,342,895.00 and shall be allocated as set forth in the Amended and Restated Exhibit C-1 (Price and Schedule of Payments) which allocation shall include an itemization of the amount to be paid for, without duplication: (a) Customizations, (b) Interfaces, (c) System Software implementation, (d) Professional Services Time and Materials Work, (e) Maintenance Services, and (f) applicable Taxes, if any. Exhibit C (Price and Schedule of Payments) further shall include an itemization of Pool Dollars and applicable Hourly Labor Rate or Daily Labor Rate as applicable. Contractor shall perform and complete all Work required of Contractor by this Agreement in exchange for the amounts to be paid to Contractor as set forth in this Agreement but in any event, not in excess of the Maximum Contract Sum. Contractor acknowledges and agrees that the Maximum Contract Sum is an all-inclusive, not-to-exceed price, including for time and materials Work, that is an agreed upon assessment of the amount to be paid by County to Contractor in exchange for Contractor delivering to County, and County accepting, within the required delivery schedule the System Software. Contractor further acknowledges that the Specifications set forth in the Statement of Work are functional Specifications and that it is Contractor's risk responsibility to design, achieve and timely deliver the System Software. Notwithstanding any provision of this Agreement to the contrary, Contractor is not obligated to perform Work under Change Orders if Pool Dollars are not available to pay for such Work.

2. Paragraph 40.0 (Assignment and Delegation/Mergers or Acquisitions) of Exhibit A (Additional Terms and Conditions) to the Agreement is deleted in its entirety and replaced as follows to update the County-mandated language:

40.0 ASSIGNMENT AND DELEGATION/MERGERS OR ACQUISITIONS

40.1 Contractor shall notify the County of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If Contractor is restricted from legally notifying the County of pending

AMENDMENT NUMBER TWO TO AGREEMENT NUMBER 76530
BY AND BETWEEN
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FOR PROPERTY, EVIDENCE, AND LAB INFORMATION MANAGEMENT SYSTEM

acquisitions/mergers, then it should notify the County of the actual acquisitions/mergers as soon as the law allows and provide to the County the legal framework that restricted it from notifying the County prior to the actual acquisitions/mergers.

- 40.2 Contractor shall not assign, exchange, transfer, or delegate its rights or duties under the Agreement, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment, delegation, or otherwise transfer of its rights or duties, without such consent shall be null and void. For purposes of this Paragraph, County consent shall require a written Amendment to the Agreement, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under the Agreement shall be deductible, at County's sole discretion, against the claims, which Contractor may have against the County.
- 40.3 Any assumption, assignment, delegation, or takeover of any of Contractor's duties, responsibilities, obligations, or performance of same by any person or entity other than Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Agreement which may result in the termination of this Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

3. Paragraph 47.0 (Consideration of Hiring County Employees Targeted for Layoff/or Re-Employment List) of Exhibit A (Additional Terms and Conditions) to the Agreement is deleted in its entirety and replaced as follows to update the County-mandated language:

47.0 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFFS OR ARE ON A COUNTY RE-EMPLOYMENT LIST

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

4. Paragraph 50.1 (Contractor's Acknowledgment of County's Commitment to Safely Surrendered Baby Law) and Paragraph 50.2 (Notice to Employees Regarding the Safely Surrendered Baby Law) of Paragraph 50.0 (Safely Surrendered Baby Law) of Exhibit A (Additional Terms and Conditions) of the Agreement are deleted in their entirety and replaced as follows to revise the links:

AMENDMENT NUMBER TWO TO AGREEMENT NUMBER 76530
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50.0 SAFELY SURRENDERED BABY LAW

50.1 Notice to Employees Regarding the Safely Surrendered Baby Law

Contractor shall notify and provide to its employees and shall require each subcontractor to notify and provide to its employees, information regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. Additional information is available at:

<https://lacounty.gov/residents/family-services/child-safety/safe-surrender/>

50.2 Contractor's Acknowledgement of County's Commitment to Safely Surrendered Baby Law

Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" information in a prominent position at the Contractor's place of business. Contractor will also encourage its subcontractors, if any, to post this information in a prominent position in the subcontractor's place of business. Information and posters for printing are available at:

<https://lacounty.gov/residents/family-services/child-safety/safe-surrender/>

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

58.0 COUNTERPARTS AND ELECTRONIC SIGNATURES AND REPRESENTATIONS

The Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same Agreement. The facsimile, email or electronic signature of the parties shall be deemed to constitute original signatures, and facsimile or electronic copies hereof shall be deemed to constitute duplicate originals.

County and Contractor hereby agree to regard electronic representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to Paragraph 6.0 (Change Orders and Amendments) of the Agreement and received via

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communications facilities (facsimile, email or electronic signature), as legally sufficient evidence that such legally binding signatures have been affixed to Amendments to the Agreement.

6. Paragraph 70.0 (Compliance with Fair Chance Employment Hiring Practices) of Exhibit A (Additional Terms and Conditions) to the Agreement is deleted in its entirety and replaced as follows to update the County-mandated language:

70.0 COMPLIANCE WITH FAIR CHANCE EMPLOYMENT HIRING PRACTICES

Contractor, and its subcontractors, must comply with fair chance employment hiring practices set forth in California Government Code Section 12952. Contractor's violation of this Paragraph of the Agreement may constitute a material breach of the Agreement. In the event of such material breach, County may, in its sole discretion, terminate the Agreement.

7. Paragraph 62.0 (COVID-19 Vaccinations of County Contractor Personnel) is added to Exhibit A (Additional Terms and Conditions) to the Agreement as follows to add the County-mandated provision regarding COVID-19 Vaccinations of County Contractor Personnel:

62.0 COVID-19 VACCINATIONS OF COUNTY CONTRACTOR PERSONNEL

- 62.1 At Contractor's sole cost, Contractor shall comply with Chapter 2.212 (COVID-19 Vaccinations of County Contractor Personnel) of County Code Title 2 – Administration, Division 4. All employees of Contractor and persons working on its behalf, including but not limited to, subcontractors of any tier (collectively, "Contractor Personnel"), must be fully vaccinated against the novel coronavirus 2019 ("COVID-19") prior to: (1) interacting in person with County employees, interns, volunteers, and commissioners ("County workforce members"), (2) working on County-owned or controlled property while performing Services under the Agreement, and/or (3) coming into contact with the public while performing Services under the Agreement (collectively, "In-Person Services").
- 62.2 Contractor Personnel are considered "fully vaccinated" against COVID-19 two weeks or more after they have received: (1) the second dose in a 2-dose COVID-19 vaccine series (e.g. Pfizer-BioNTech or Moderna), (2) a single-dose COVID-19 vaccine (e.g. Johnson and Johnson [J&J]/Janssen), or (3) the final dose of any COVID-19 vaccine authorized by the World Health Organization ("WHO").
- 62.3 Prior to assigning Contractor Personnel to perform In-Person Services, Contractor shall obtain proof that such Contractor Personnel have been fully vaccinated by confirming Contractor Personnel is vaccinated through any

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of the following documentation: (1) official COVID-19 Vaccination Record Card (issued by the Department of Health and Human Services, Centers for Disease Control and Prevention ("CDC") or WHO Yellow Card), which includes the name of the person vaccinated, type of vaccine provided, and date of the last dose administered ("Vaccination Record Card"), (2) copy (including a photographic copy) of a Vaccination Record Card; (3) documentation of vaccination from a licensed medical provider; (4) a digital record that includes a quick response ("QR") code that when scanned by a SMART HealthCard reader displays to the reader client name, date of birth, vaccine dates, and vaccine type, and the QR code confirms the vaccine record as an official record of the State of California; or (5) documentation of vaccination from Contractors who follow the CDPH vaccination records guidelines and standards. Contractor shall also provide written notice to County before the start of Work under the Agreement that its Contractor Personnel are in compliance with the requirements of this Paragraph. Contractor shall retain such proof of vaccination for the document retention period set forth in the Agreement, and must provide such records to the County for audit purposes, when required by County.

- 62.4 Contractor shall evaluate any medical or sincerely held religious exemption request of its Contractor Personnel, as required by law. If Contractor has determined that Contractor Personnel is exempt pursuant to a medical or sincerely held religious reason, Contractor must also maintain records of Contractor Personnel's testing results. Contractor must provide such records to the County for audit purposes, when required by County. The unvaccinated exempt Contractor Personnel must meet the following requirements prior to: (1) interacting in person with County workforce members, (2) working on County owned or controlled property while performing Services under the Agreement, and/or (3) coming into contact with the public while performing Services under the Agreement:
- a. Test for COVID-19 with either a polymerase chain reaction (PCR) or antigen test which has an Emergency Use Authorization (EUA) by the Food and Drug Administration ("FDA") or is operating per the Laboratory Developed Test requirements by the U.S. Centers for Medicare and Medicaid Services. Testing must occur at least weekly, or more frequently as required by County or other applicable law, regulation or order.
 - b. Wear a mask that is consistent with CDC recommendations at all times while on County controlled or owned property, and while engaging with members of the public and County workforce members.
 - c. Engage in proper physical distancing, as determined by the applicable County department that the contract is with.

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- 62.5 In addition to complying with the requirements of this Paragraph, Contractor shall also comply with all other applicable local, Departmental, State, and federal laws, regulations and requirements for COVID-19. A completed Exhibit L (COVID-19 Vaccination Certification of Compliance) is a required part of any agreement with the County.
8. Exhibit C (Price and Schedule of Payments) to the Agreement is deleted in its entirety and replaced with the Amended and Restated Exhibit C-1 (Price and Schedule of Payments).
 9. Exhibit C.1 (Optional Work Schedule), attached hereto, is added to the Agreement.
 10. Exhibit E (COVID-19 Vaccination Certification of Compliance), attached hereto, is added to the Agreement.
 11. Except as expressly provided in this Amendment Number Two, all other provisions, terms, and conditions of the Agreement and any prior approved amendments, will remain the same and in full force and effect.
 12. Contractor represents and warrants that the person executing this Amendment Number Two for Contractor is an authorized agent who has actual authority to bind Contractor to each and every item, condition, and obligation of this Amendment Number Two and that all requirements of Contractors have been fulfilled to provide such actual authority.

**AMENDMENT NUMBER TWO TO AGREEMENT NUMBER 76530
BY AND BETWEEN
COUNTY OF LOS ANGELES AND
PORTER LEE CORPORATION
FOR PROPERTY, EVIDENCE, AND LAB INFORMATION MANAGEMENT SYSTEM**

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

COUNTY OF LOS ANGELES

By: _____
Chair, Board of Supervisors

ATTEST:
CELIA ZAVALA, Executive Officer
of the Board of Supervisors

By: _____

PORTER LEE CORPORATION

Signed: Timothy Smith

Printed: Timothy Smith

Title: President

Date: 10/07/2022

APPROVED AS TO FORM:
DAWYN R. HARRISON
Acting County Counsel

By: Approval on File
Cammy C. DuPont
Principal Deputy County Counsel

PRELIMS

EXHIBIT C - PRICE AND SCHEDULE OF PAYMENTS

PRICE AND PAYMENT SCHEDULE BY DELIVERABLE
Amended and Restated Under Amendment #2

All prices listed below are inclusive of applicable sales taxes, incidental costs and all travel and related expenses.

Task	Deliverable (Pay Points Only)	Application and License Costs	Total for Deliverable	Holdback 20.00%	Invoice Pay Point	Notes
Agreement Start	Signed Agreement					
Application Base Price		70,000.00				
Licensing Costs		171,000.00		0.00	70,000.00	Includes 50% of Application Base Price
		241,000.00		0.00	171,000.00	Includes 25% of Licensing Costs
				0.00	241,000.00	
TOTAL AGREEMENT START						
3.0 IJMS Tasks and Deliverables						
3.1 Project Planning and Management						
3.1.1 Develop a Project Control Document (PCD)	Deliverable 3.1.1 Project Control Document (Work Breakdown Structure, Project Organization, Roles and Responsibilities, Installation Plan, Requirements review, Configuration Plan, Test Plan, Training Plan, Implementation Plan, Production Support Plan, Status Reporting, Issue Escalation and Resolution, Deliverable Review and Approval, and Change Control Management)		18,000.00	3,600.00	14,400.00	
3.1.2 Manage Project	Deliverable 3.1.2 Project Status Reports/Ongoing Project Management (to be divided by the number of months of the project as agreed to in the PCD and Project Timeline)			0.00		
3.2 Technical Assessment						
3.2.1 Conduct Technology Assessment	Deliverable 3.2.1 Technology Assessment Report (Executive Summary, Technical Architecture, Hardware and Software Specifications, Technical Recommendations)		85,000.00	3,830.00	85,000.00	
3.3 Functional Requirements Review and Finalization						
3.3.1 Review Functional Requirements with Vendor and key users: Develop Business Scenarios	Deliverable 3.3.1 Requirements Confirmation Report		19,150.00		15,320.00	
3.4 Functional Assessment						
3.4.1 Establish a Prototype Environment	Deliverable 3.4.1 Prototype Environment		16,750.00	3,350.00	13,400.00	
3.4.2 Provide Functional Training to Prototype Team Members	Deliverable 3.4.2 Functional Training completed (COTS application overview and navigation, System concepts and terminology, Functional overview of each COTS application module, training materials and exercises)		16,750.00	3,350.00	13,400.00	
3.4.3 Develop Prototype Scripts: Conduct Application Prototyping	Deliverable 3.4.3 Prototyping Scripts: Application Prototyping (Separate Document for each prototyping session: Demonstration of COTS application with detailed business scenarios, confirm/validate business, interface, reporting and conversion requirements)		8,100.00	1,200.00	6,480.00	
3.4.4 Perform Fit-Gap Analysis	Deliverable 3.4.4 Fit-Gap Analysis (Executive Summary, Application Configurations, Gap Analysis)		6,000.00	3,800.00	4,800.00	
			19,000.00		15,200.00	

3.4.5 Develop Requirements Traceability Matrix (RTM)	Deliverable 3.4.5 Requirements Traceability Matrix (RTM)		3,600.00	720.00	2,880.00
3.5 Implementation Assessment	Deliverable 3.5 Updated Implementations Strategies Plan (Executive Summary, Software Development and Test Strategy, Data Interface Strategy, Report Formats and Standards, Training and Documentation Plans, Transition Management Strategy, Updated Implementation Plan)				
3.5.1 Develop Software Functional Enhancements and Test Plans					
3.5.2 Develop Data Interface Strategy					
3.5.3 Develop Report Formats and Standards					
3.5.4 Develop Training and Documentation Plans					
3.5.5 Develop Implementation Strategies Plan					
TOTAL 3.5 IMPLEMENTATION ASSESSMENT			3,600.00	720.00	2,880.00
3.6 Design and Development					
3.6.1 Establish Development Environment	Deliverable 3.6.1 Establish Test Environment (Baseline COTS solution, configuration and data set-up, list any 3rd party software or toolsets required to support development and unit testing)			1,200.00	
3.6.2 Design, develop and unit test software functional enhancements	Deliverable 3.6.2 Design, develop and unit test software functional enhancements		6,000.00	10,800.00	4,800.00
3.6.3 Design, develop and unit test data interface utilities	Deliverable 3.6.3 Design, develop and unit test data interface utilities		54,000.00		43,200.00
3.6.4 Design, develop and unit test pre-defined reports	Deliverable 3.6.4 Design, develop and unit test pre-defined reports		0.00	0.00	0.00
3.7 Application Configuration	Deliverable 3.7 Configured Application		72,000.00	14,400.00	57,600.00
3.7.1 Establish Configuration Environment					
3.7.2 Provide Configuration Training					
3.7.3 Configure COTS Application					
3.7.4 Develop validation routines to support Department Data Interface Requirements.					
3.7.5 Perform mock validation data interface into the conversion Environment.					
3.7.6 Establish Integrated System Test Plan					
3.7.7 Conduct Integrated System Testing					
TOTAL 3.7 APPLICATION CONFIGURATION			76,800.00	15,360.00	61,440.00

3.11 Production Cutover									
3.11.1 Re-establish Production Environment	Deliverable 3.11.1 Production Environment (re-promote a clean staging Production environment)					4,050.00	810.00		3,240.00
3.11.2 Develop production Cutover Plan	Deliverable 3.11.2 Production Cutover Plan (Detail steps, sequence, dependencies and responsibilities for all production cutover activities, including data imports)					6,600.00	1,320.00		5,280.00
3.11.3 Support Production Cutover	Deliverable 3.11.3 Technical Support for Production Cutover (Cutover rehearsal, production cutover)					81,000.00	16,200.00		64,800.00
Project Milestone 1: PRELIMS Application Production Cutover (System Go-live) (1)									
Fulfillment of PRELIMS Application Production Cutover Milestone	Licensing Cost			342,000.00					342,000.00 50% of Licensing Costs (FINAL)
Project Milestone 2: PRELIMS Web-enabled Production Cutover (2)									
	MILESTONE 1 - PRODUCTION CUTOVER SUB-TOTAL			824,000.00		779,300.00	138,860.00		1,464,440.00
Splitting the integrated instrument interfaces from the application to allow the Net Implementation	MILESTONE 2 - PRODUCTION CUTOVER					150,000.00	30,000.00		120,000.00
WEB-ENABLED DELIVERABLE	SYSTEM FINAL ACCEPTANCE						0.00		Release of hold-back upon final acceptance.
3.12 Post-Implementation Support	HOLDBACK PAYMENT								
3.12.1 Provide Post-Implementation Warranty Services and Software Maintenance Service Level Requirements Support; duration - later of six (6) months or the System final Acceptance Date - Warranty support will extend for a period of six (6) months thereafter.	Deliverable 3.12.1 Post-Implementation Support					54,000.00	0.00		54,000.00
	TOTAL ALL-IN TO FINAL ACCEPTANCE			824,000.00		929,300.00	168,860.00		1,807,300.00
MAINTENANCE FEES (3)									
Year 1	140,000.00								
Year 2	143,000.00								
Year 3	146,000.00								
Year 4	150,000.00								
Year 5	154,000.00								
	Total Maintenance Costs for Five Years								733,000.00
	AGREEMENT SUM								2,540,300.00

EXHIBIT C.1
OPTIONAL WORK SCHEDULE

Exhibit C.1 shall be used by County to maintain a listing of all Optional Work acquired by County under the Agreement using Pool Dollars and the remaining Pool Dollars following each such acquisition. This Optional Work Schedule shall be included as part of a Change Notice or Amendment, as applicable, for each acquisition of Optional Work using Pool Dollars and shall be updated accordingly.

1. OPTIONAL WORK

In the event County elects to acquire any of the Optional Work specified below, such Optional Work shall be provided by Contractor to County at the applicable Maximum Fixed Price set forth in this Section 1 below.

ITEM NO.	DESCRIPTION/ TYPE (APPLICATION MODIFICATIONS, PROFESSIONAL SERVICES, ADDITIONAL PRODUCTS, ETC.)	REQUEST DATE	DELIVERY DATE	COUNTY APPROVAL DATE	MAXIMUM FIXED PRICE
1	Change Notice #2	6/15/2009		10/16/2009	\$ 42,500
2	Change Notice #3	6/15/2009		10/16/2009	39,375
3	Change Notice #4	6/15/2009		10/16/2009	\$ 21,700
4	Change Notice #5	6/15/2009		10/16/2009	\$ 16,275
5	Change Notice #6	6/15/2009		10/16/2009	\$ 20,125
6	Change Notice #7	6/15/2009		10/16/2009	\$ 4,025
7	Change Notice #9	10/28/2010		12/2/2010	\$ 86,800
8	Change Notice #10	11/3/2010		12/18/2010	\$ 55,125
9	Change Notice #11	11/3/2010		12/18/2010	\$ 21,000
10	Change Notice #12	10/28/2010		12/18/2010	\$ 37,776
11	Change Notice #17	2/11/2014		4/2/2014	\$ 40,250
SUBTOTAL					\$ 384,951

2. POOL DOLLARS

ITEM NO.	EVENT (EFFECTIVE DATE, CHANGE NOTICE, AMENDMENT)	EVENT DATE	ADJUSTED AMOUNT ("+", "-")	REMAINING AMOUNT
1	Effective Date	4/15/2008		\$ 446,445
2	Change Notice #2 - Extend project timeline	10/16/2009	\$ (42,500)	\$ 403,945
3	Change Notice #3 - Redesign service requests feature and enhancement requests from Crime Scene Investigation	10/16/2009	\$ (39,375)	\$ 364,570
4	Change Notice #4 - Redesign approval process for dispositions, evidence transfers and analytical report notification	10/16/2009	\$ (21,700)	\$ 342,870
5	Change Notice #5 - Redesign batch work-list creation, review and approval process for Blood Alcohol Content (BAC) and Toxicology	10/16/2009	\$ (16,275)	\$ 326,595
6	Change Notice #6 - Enhancements relating to case cross-referencing, linking, 2nd investigator entry and edit and processing	10/16/2009	\$ (20,125)	\$ 306,470
7	Change Notice #7 - Functional enhancements related to the booking and transfer of property and evidence	10/16/2009	\$ (4,025)	\$ 302,445
8	Change Notice #9 - Provide additional functional enhancements related to the processing of DNA samples in the PRELIMS DNA module	12/2/2010	\$ (86,800)	\$ 215,645
9	Change Notice #10 - Provide functional enhancements to the core PRELIMS product	12/18/2010	\$ (55,125)	\$ 160,520

10	Change Notice #11 - Provide additional functional enhancements related to the TECAN instrument utilized in the laboratory's Toxicology Section	12/18/2010	\$ (21,000)	\$ 139,520
11	Change Notice #12 - Extension of the Contractor's Project Management Services	12/18/2010	\$ (37,776)	\$ 101,744
12	Change Notice #17 - Provide WEB Module maintenance and support	4/2/2014	\$ (40,250)	\$ 61,494
13	Amendment No. 2 - Increase Pool Dollars	10/7/2022	\$ 356,150	\$ 417,644

PORTER LEE AGREEMENT No. 76530

COVID-19 Vaccination Certification of Compliance

Urgency Ordinance, County Code Title 2 –
Administration, Division 4 – Miscellaneous – Chapter 2.212
(COVID-19 Vaccinations of County Contractor Personnel)
Added Under Amendment No. 2

I, _____, on behalf of Porter Lee Corporation ("Contractor"), certify that on County Contract PRELIMS

_____ All Contractor Personnel* on this Contract are fully vaccinated as required by the Ordinance.

_____ Most Contractor Personnel* on this Contract are fully vaccinated as required by the Ordinance. The Contractor or its employer of record, has granted a valid medical or religious exemption to the below identified Contractor Personnel. Contractor will certify weekly that the following unvaccinated Contractor Personnel have tested negative within 72 hours of starting their work week under the County Contract, unless the contracting County department requires otherwise. The Contractor Personnel who have been granted a valid medical or religious exemption are [LIST ALL CONTRACTOR PERSONNEL]:

*Contractor Personnel includes subcontractors:

I have authority to bind the Contractor, and have reviewed the requirements above and further certify that I will comply with said requirements.

Signature

Date

Title

Company/Contractor Name

****FORM ON FILE****

BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	12/7/2022	
BOARD MEETING DATE	12/20/2022	
SUPERVISORIAL DISTRICT AFFECTED	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input type="checkbox"/> 4 th <input type="checkbox"/> 5 th	
DEPARTMENT(S)	Los Angeles County Sheriff's Department	
SUBJECT	Requesting Board approval of an appropriation and to accept a grant award.	
PROGRAM	FY22 Intellectual Property Enforcement Program: Protecting Public Health, Safety, and the Economy from Counterfeit Goods and Product Piracy; Award #15PBJA-22-GG-01584-INTE	
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why:	
DEADLINES/ TIME CONSTRAINTS	Per the award, acceptance should be within 45 days; however, an extension has been requested. The deadline to accept the award is now no later than December 20, 2022	
COST & FUNDING	Total cost: \$374,949	Funding source: United States Department of Justice, Bureau of Justice Assistance TERMS (if applicable): The grant award performance period is October 1, 2022, through September 30, 2024. Explanation: Application submitted in the amount of \$374,979 with no match. Receipt of these funds will help with operational expenses
PURPOSE OF REQUEST	To accept this grant award	
BACKGROUND (include internal/external issues that may exist including any related motions)	The objectives of the CAPE Team are to enhance the development of a multi-agency response utilizing the Department's resources on local, state and federal levels to reduce intellectual property crimes in the County; to utilize teams of the Community Partnerships Bureau (CPB) to identify, investigate, and prepare intellectual property crimes for prosecution	
EQUITY INDEX OR LENS WAS UTILIZED	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:	
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<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 County's Strategic Plan, Goal II.2.3, Foster Vibrant and Resilient Communities; Support the Wellness of Our Communities by Prioritizing Environmental Health Oversight and Monitoring, by combining a multi-agency response and utilizing Department resources on local, State, and Federal levels to reduce intellectual property crimes in the County.	
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Geoffrey R. Deedrick, Lieutenant (323) 981-5300, grdeedri@lasd.org Diane Stone, Administrative Services Manager III, (213) 229-1818, D1Stone@lasd.org	

December 20, 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:

**ACCEPT A GRANT AWARD FROM THE UNITED STATES
DEPARTMENT OF JUSTICE, 2022 BUREAU OF JUSTICE ASSISTANCE
FISCAL YEAR 2022 INTELLECTUAL PROPERTY ENFORCEMENT PROGRAM
AND APPROVE APPROPRIATION ADJUSTMENT
(ALL DISTRICT) (4 VOTES)**

SUBJECT

Request Board approval of an appropriation adjustment and authorization for the Sheriff of Los Angeles County (County) to accept a grant award in the amount of \$374,979 from the United States Department of Justice (DOJ), Bureau of Justice Assistance (BJA), Assistance Listing Number (ALN) 16.752, for the Fiscal Year (FY) 2022 Intellectual Property Enforcement Program (Program) to fund the Counterfeit and Piracy Enforcement (CAPE) Team.

IT IS RECOMMENDED THAT THE BOARD:

1. Delegate authority to the Sheriff, or his designee, as an agent for the County, to execute the attached Grant Award Agreement Number 15PBJA-22-GG-01584-INTE (Agreement) with BJA, accepting grant funds in the amount of \$374,979 with no match requirement for the grant period from October 1, 2022, through September 30, 2024.
2. Delegate authority to the Sheriff, or his designee, as an agent for the County, to execute and submit all required grant documents, including, but not limited to,

agreements, modifications, extensions, and payment requests that may be necessary for completion of the 2022 Program.

3. Delegate authority to the Sheriff, or his designee, as an agent for the County, to apply and submit a grant application to BJA for the Enforcement Program in future FYs and to execute all required grant application documents, including assurances and certifications, when and if such funding becomes available.
4. Delegate authority to the Sheriff, or his designee, as an agent for the County, to accept all grant awards from BJA for the Enforcement Program in future FYs, if awarded by the DOJ, and to execute all required grant award documents, including but not limited to, agreements, modifications, extensions, and payment request that may be necessary for completion of the Enforcement Program in future FYs.
5. Approve an appropriation adjustment to increase the Department's revenue by \$374,000 (\$355,000 for Salaries and Employee Benefits and an additional \$19,000 for travel and training expenses) for FY 2022-23 to be fully offset by revenue from the DOJ, 2022 BJA FY 22 Intellectual Property Enforcement Program to fund the CAPE Team.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS

The objectives of the CAPE Team are to enhance the development of a multi-agency response utilizing the Department's resources on local, state and federal levels to reduce intellectual property crimes in the County; to utilize teams of the Community Partnerships Bureau (CPB) to identify, investigate, and prepare intellectual property crimes for prosecution; and to forge law enforcement community partnerships and increase public awareness about the health and/or safety risks posed by counterfeited and piratical products. The primary goal of the CAPE Team is to facilitate multi-jurisdictional investigations and integrate multi-agencies for the purpose of enhancing inter-agency coordination and intelligence to reduce intellectual property crimes facilitated by the counterfeiting and pirating of luxury and recorded goods.

Implementation of Strategic Plan Goals

Approval of the recommended action is consistent with the County's Strategic Plan, Goal II.2.3, Foster Vibrant and Resilient Communities; Support the Wellness of Our Communities by Prioritizing Environmental Health Oversight and Monitoring, by combining a multi-agency response and utilizing Department resources on local, State, and Federal levels to reduce intellectual property crimes in the County.

FISCAL IMPACT/FINANCING

The amount awarded for the program is \$374,979 with a no match requirement. The funds (in total) will cover Salaries and Employee Benefits (\$355,000 for overtime only) and Services and Supplies (\$19,000 for travel and training expenses).

Funds in the amount of \$374,000 will be requested via a budget appropriation adjustment.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On June 14, 2022, the Department submitted a grant application in response to BJA's Program grant solicitation. Upon review of the Department's application, BJA awarded the grant in the amount of \$374,979 with no match requirement to the Department. The grant period will be from October 1, 2022, through September 30, 2024.

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

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The program may create workload increases for the County's justice departments, including the District Attorney, Public Defender, and the Alternate Public Defender as suspects are identified and subsequently charged with a crime.

CONCLUSION

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

Sincerely,

ALEX VILLANUEVA, SHERIFF

TIMOTHY K. MURAKAMI
UNDERSHERIFF

AV:TTM:ttm
(Financial Programs Bureau/Grants Unit)

c: Board of Supervisors, Justice Deputies
Celia Zavala, Executive Officer, Board of Supervisors
Fesia Davenport, Chief Executive Officer
Sheila Williams, Senior Manager, Chief Executive Office (CEO)
Rene Phillips, Manager, CEO
Jocelyn Ventilacion, Principal Analyst, CEO
Bryan Bell, Budget Analyst, CEO
Dawyn R. Harrison, Acting County Counsel
Elizabeth D. Miller, Chief Legal Advisor, Legal Advisory Unit
Michele Jackson, Principal Deputy County Counsel, Legal Advisory Unit
Timothy K. Murakami, Undersheriff
John L. Satterfield, Chief of Staff
Conrad Meredith, Division Director, Administrative Services Division (ASD)
Glen C. Joe, Assistant Division Director, ASD
Richard F. Martinez, Assistant Division Director, ASD
David E. Culver, Director, Financial Programs Bureau (FPB)
Lina D. Corvera, Assistant Director, FPB
Geoffrey R. Deedrick, Lieutenant, Community Partnership Bureau
Diane Stone, Grants Manager, FPB, Grants Unit
Adam R. Wright, Sergeant, ASD
Kristine D. Corrales, Deputy, ASD
Monica Moreno, Administrative Services Manager I, FPB, Grants Unit
Tajuana Moore, Operations Assistant III, FPB, Grants Unit
(Grants – CAPE Program 12-20-22)

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

Department: LOS ANGELES COUNTY SHERIFF'S DEPARTMENT

Grant Project Title and Description: Fiscal Year 2022 Intellectual Property Enforcement Program

The objectives of the CAPE Team are to enhance the development of a multi-agency response utilizing the Department's resources on local, State and Federal levels to reduce intellectual property crimes in the County; to utilize teams of the Community Partnerships Bureau to identify, investigate, and prepare intellectual property crimes for prosecution; and to forge law enforcement community partnerships and increase public awareness about the health and/or safety risks posed by counterfeited and pirated products. The primary goal of the CAPE Team is to facilitate multi-jurisdictional investigations and integrate multi-agencies for the purpose of enhancing inter-agency coordination and intelligence to reduce intellectual property crimes.

Funding Agency
US Dept. of Justice, Bureau of
Justice Assistance

Program (Fed. Grant # /State Bill or Code #)
Grant # 15PBJA-22-GG-01584-INTE

Grant Acceptance Deadline
November 15, 2022

Total Amount of Grant Funding: County Match: \$374,979.00

Grant Period: 24 Months

Begin Date: October 1, 2022

End Date: September 30, 2024

Number of Personnel Hired Under This Grant: N/A

Full Time: N/A **Part Time:** N/A

Obligations Imposed on the County When the Grant Expires

Will all personnel hired for this program be informed this is a grant-funded program? Yes ___ No N/A

Will all personnel hired for this program be placed on temporary ("N") items? Yes ___ No N/A

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

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

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

b). Identify other revenue sources Yes ___ No X
(Describe) _____

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

Impact of additional personnel on existing space: No impact. This grant has staffing for various enforcement operations is on an overtime basis.

Other requirements not mentioned above: None

Department Head Signature _____ **Date** _____

✓ Award Letter

September 16, 2022

Dear Murakami Timothy,

On behalf of Attorney General Merrick B. Garland, it is my pleasure to inform you the Office of Justice Programs (OJP) has approved the application submitted by COUNTY OF LOS ANGELES for an award under the funding opportunity entitled 2022 BJA FY 22 Intellectual Property Enforcement Program: Protecting Public Health, Safety, and the Economy from Counterfeit Goods and Product Piracy. The approved award amount is \$374,979.

Review the Award Instrument below carefully and familiarize yourself with all conditions and requirements before accepting your award. The Award Instrument includes the Award Offer (Award Information, Project Information, Financial Information, and Award Conditions) and Award Acceptance.

Please note that award requirements include not only the conditions and limitations set forth in the Award Offer, but also compliance with assurances and certifications that relate to conduct during the period of performance for the award. These requirements encompass financial, administrative, and programmatic matters, as well as other important matters (e.g., specific restrictions on use of funds). Therefore, all key staff should receive the award conditions, the assurances and certifications, and the application as approved by OJP, so that they understand the award requirements. Information on all pertinent award requirements also must be provided to any subrecipient of the award.

Should you accept the award and then fail to comply with an award requirement, DOJ will pursue appropriate remedies for non-compliance, which may include termination of the award and/or a requirement to repay award funds.

Prior to accepting the award, your Entity Administrator must assign a Financial Manager, Grant Award Administrator, and Authorized Representative(s) in the Justice Grants System (JustGrants). The Entity Administrator will need to ensure the assigned Authorized Representative(s) is current and has the legal authority to accept awards and bind the entity to the award terms and conditions. To accept the award, the Authorized Representative(s) must accept all parts of the Award Offer in the Justice Grants System (JustGrants), including by executing the required declaration and certification, within 45 days from the award date.

To access your funds, you will need to enroll in the Automated Standard Application for Payments (ASAP) system, if you haven't already completed the enrollment process in ASAP. The Entity Administrator should have already received an email from ASAP to initiate this process.

Congratulations, and we look forward to working with you.

Maureen Henneberg
Deputy Assistant Attorney General

Office for Civil Rights Notice for All Recipients

The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) has been delegated the responsibility for ensuring that recipients of federal financial assistance from the OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW) are not engaged in discrimination prohibited by law. Several federal civil rights laws, such as Title VI of the Civil Rights Act of 1964 and Section 504 of the

Rehabilitation Act of 1973, require recipients of federal financial assistance to give assurances that they will comply with those laws. Taken together, these civil rights laws prohibit recipients of federal financial assistance from DOJ from discriminating in services and employment because of race, color, national origin, religion, disability, sex, and, for grants authorized under the Violence Against Women Act, sexual orientation and gender identity. Recipients are also prohibited from discriminating in services because of age. For a complete review of these civil rights laws and nondiscrimination requirements, in connection with DOJ awards, see <https://ojp.gov/funding/Explore/LegalOverview/CivilRightsRequirements.htm>.

Under the delegation of authority, the OCR investigates allegations of discrimination against recipients from individuals, entities, or groups. In addition, the OCR conducts limited compliance reviews and audits based on regulatory criteria. These reviews and audits permit the OCR to evaluate whether recipients of financial assistance from the Department are providing services in a nondiscriminatory manner to their service population or have employment practices that meet equal-opportunity standards.

If you are a recipient of grant awards under the Omnibus Crime Control and Safe Streets Act or the Juvenile Justice and Delinquency Prevention Act and your agency is part of a criminal justice system, there are two additional obligations that may apply in connection with the awards: (1) complying with the regulation relating to Equal Employment Opportunity Programs (EEOPs); and (2) submitting findings of discrimination to OCR. For additional information regarding the EEOP requirement, see 28 CFR Part 42, subpart E, and for additional information regarding requirements when there is an adverse finding, see 28 C.F.R. §§ 42.204(c), .205(c)(5).

The OCR is available to help you and your organization meet the civil rights requirements that are associated with DOJ grant funding. If you would like the OCR to assist you in fulfilling your organization's civil rights or nondiscrimination responsibilities as a recipient of federal financial assistance, please do not hesitate to contact the OCR at askOCR@ojp.usdoj.gov.

Memorandum Regarding NEPA

NEPA Letter Type

OJP - Categorical Exclusion

NEPA Letter

None of the following activities will be conducted whether under the Office of Justice Programs federal action or a related third party action:

- (1) New construction
- (2) Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including property (a) listed on or eligible for listing on the National Register of Historic Places, or (b) located within a 100-year flood plain, a wetland, or habitat for an endangered species
- (3) A renovation that will change the basic prior use of a facility or significantly change its size
- (4) Research and technology whose anticipated and future application could be expected to have an effect on the environment
- (5) Implementation of a program involving the use of chemicals (including the identification, seizure, or closure of clandestine methamphetamine laboratories)

Additionally, the proposed action is neither a phase nor a segment of a project that when reviewed in its entirety would not meet the criteria for a categorical exclusion.

Consequently, the subject federal action meets the Office of Justice Programs' criteria for a categorical exclusion as contained in paragraph 4(b) of Appendix D to Part 61 of Title 28 of the Code of Federal Regulations.

Questions about this determination may be directed to your grant manager or Orbin Terry, Environmental Coordinator for the Bureau of Justice Assistance.

NEPA Coordinator

First Name

Orbin

Middle Name

—

Last Name

Terry

▼ Award Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.



Recipient Information

Recipient Name

COUNTY OF LOS ANGELES

UEI

HAC7HNDLD115

Street 1

211 W TEMPLE ST

Street 2

City

LOS ANGELES

State/U.S. Territory

California

Zip/Postal Code

90012

Country

United States

County/Parish

—

Province

—

 **Award Details****Federal Award Date**

9/16/22

Award Type

Initial

Award Number

15PBJA-22-GG-01584-INTE

Supplement Number

00

Federal Award Amount

\$374,979.00

Funding Instrument Type

Grant

Assistance Listing Number Assistance Listings Program Title

16.752

Economic, High-Tech, and Cyber Crime Prevention

Statutory Authority

Department of Justice Appropriations Act, 2022 (Pub. L. No. 117-103, 136 Stat. 49, 125)

☐ *I have read and understand the information presented in this section of the Federal Award Instrument.***▼ Project Information**

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Solicitation Title2022 BJA FY 22 Intellectual Property
Enforcement Program: Protecting Public Health,
Safety, and the Economy from Counterfeit
Goods and Product Piracy**Awarding Agency**

OJP

Program Office

BJA

Application Number

Grant Manager Name Phone NumberElaine Smokes [202-598-7139](tel:202-598-7139)**E-mail Address**

Elaine.Smokes@usdoj.gov

Project Title

Counterfeit and Piracy Enforcement (Cape)

**Performance Period Start
Date**

10/01/2022

**Performance Period End
Date**

09/30/2024

Budget Period Start Date

10/01/2022

Budget Period End Date

09/30/2024

Project Description

The Los Angeles County Sheriff's Department, Community Partnerships Bureau established the Counterfeit and Piracy Enforcement Team (CAPE) in 2009. CAPE has developed a successful program to address crimes against intellectual property rights (IPR). If awarded, CAPE will improve by implementing more aggressive mechanisms. Enhancing partnerships with the public, businesses, and local, state, and federal partners with the intent to increase public health and safety will decrease theft of trade secrets and increase large-scaled commercial counterfeit and piracy enforcement operations.

CAPE operates within a Memorandum of Understanding (MOU) with Homeland Security Investigations (HSI IPR Group), Los Angeles City Attorneys Anti-Counterfeit Enforcement Program (LACA), and the California Department of Justice Tax Recovery in the Underground Economy (TRUE).

Since being awarded the 2020FY BJA grant, CAPE has seized over 300,000 counterfeit items totaling over 124 million dollars. Seized were harmful concentrated cannabis products, illicit human and animal pharmaceuticals, unsafe automotive parts, electronics, and much more.

CAPE will cultivate public involvement. Improving public awareness of IPR dangers will increase the reporting and identification of additional IPR targets and lower local demand of such goods.

CAPE plans to alert the public through meetings and media outlets. For example, CAPE has partnered with IPR victim Merck & Co. (Pharmaceutical Company) and recently launched a

large campaign to publicize the dangers of fentanyl poisoning and the killing of loved ones due to the unwitting consumption of counterfeit pharmaceuticals. New strategies with LA Regional Crime Stoppers will increase notifications to CAPE of IPR crimes.

CAPE plans to address large-scale commercial counterfeit operations by utilizing partnerships with HSI IPR Group and US Customs and Border Protection. The joint investigations will help identify the multifarious components of the commercial network of individuals, businesses, transports, and warehouses involved in the importation and distribution of counterfeit goods. Through examining shipping containers, conducting surveillance of controlled deliveries, and employing other appropriate investigative and enforcement actions.

CAPE will further deliver by partnering and cultivating new relationships with local, state, and federal agencies. CAPE's past IPR investigations has led to new partnerships with the CA Bureau of Cannabis Control, FDA, and other federal offices. CAPE has and will continue to utilize LACLEAR to deconflict and encourage collaborative investigations for increased officer and public safety.

If awarded, CAPE expects an increased amount of reported and investigated IPR crimes compared to past years, in addition to the increase of investigating higher value targets.

☐ *I have read and understand the information presented in this section of the Federal Award Instrument.*

✓ **Financial Information**

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

The recipient budget is currently under review.

☐ *I have read and understand the information presented in this section of the Federal Award Instrument.*

✓ Award Conditions

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.



Compliance with general appropriations-law restrictions on the use of federal funds (FY 2022)

The recipient, and any subrecipient ("subgrantee") at any tier, 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, 2022, are set out at <https://www.ojp.gov/funding/Explore/FY22AppropriationsRestrictions.htm>, and are incorporated by reference here.

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



Applicability of Part 200 Uniform Requirements

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 FY 2022 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2022 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 FY 2022 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 recipient (and any subrecipient ("subgrantee") at any tier) 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 recipient (and any subrecipient ("subgrantee") at any tier) 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. 200.334.

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 recipient is to contact OJP promptly for clarification.



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

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) -- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "Personally Identifiable Information

(PII)" (2 CFR 200.1) 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 recipient'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.

4

OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://www.ojp.gov/funding/implement/training-guiding-principles-grantees-and-subgrantees>.

5

Required training for Grant Award Administrator and Financial Manager

The Grant Award Administrator and all Financial Managers for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after October 15, 2020, will satisfy this condition.

In the event that either the Grant Award Administrator or a Financial Manager for this award changes during the period of performance, the new Grant Award Administrator or Financial Manager must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after the date the Entity Administrator enters updated Grant Award Administrator or Financial Manager information in JustGrants. Successful completion of such a training on or after January 1, 2020, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at <https://www.ojp.gov/training/fmts.htm>. All trainings that satisfy this condition include a session on grant fraud prevention and detection.

The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.

6

Effect of failure to address audit issues

The recipient 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 recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

7

Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

Limited Exceptions. In certain special circumstances, the U.S. Department of Justice ("DOJ") may determine that it will not enforce, or enforce only in part, one or more requirements otherwise applicable to the award. Any such exceptions regarding enforcement, including any such exceptions made during the period of performance, are (or will be during the period of performance) set out through the Office of Justice Programs

("OJP") webpage entitled "Legal Notices: Special circumstances as to particular award conditions" (ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm), and incorporated by reference into the award.

By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts, as if personally executed by the authorized recipient official, all assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance.

Failure to comply with one or more award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period -- may result in OJP taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. DOJ, including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.

8

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

The recipient, and any subrecipient ("subgrantee") at any tier, 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 recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients 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.

9

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

The recipient, and any subrecipient ("subgrantee") at any tier, 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.

10

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

The recipient, and any subrecipient ("subgrantee") at any tier, 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."

11

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

The recipient (and any subrecipient at any tier) 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 recipient 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 recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

12

Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, 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").

13

Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of work 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 of 2010, and other applicable laws.

14

Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

15

Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ)(or in the application for any subaward, at any tier), 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 (whether by the recipient, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, 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.

16

Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at OJP.ComplianceReporting@ojp.usdoj.gov. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

17

Compliance with 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. The recipient agrees to comply with the DOJ Grants Financial Guide.

18

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), DOJ encourages recipients and subrecipients ("subgrantees") 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.

19

Potential imposition of additional requirements

The recipient 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 recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

20

Employment eligibility verification for hiring under the award

1. The recipient (and any subrecipient at any tier) must--

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1).

B. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both--

(1) this award requirement for verification of employment eligibility, and

(2) the associated provisions in 8 U.S.C. 1324a(a)(1) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Monitoring

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

3. 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.

4. Rules of construction

A. Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

B. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

D. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify

website (<https://www.e-verify.gov/>) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at E-VerifyEmployerAgent@dhs.gov.

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

21

Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") 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.

1. In accepting this award, the recipient--

a. 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

b. 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.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), 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

b. 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.

22

Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law

Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

23

All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, 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.

24

Requirements related to System for Award Management and Universal Identifier Requirements

The recipient 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 recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient'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).

25

Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, 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 recipient, or any subrecipient at any tier, 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 recipient (or subrecipient)

would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

26

Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$250,000

The recipient, and any subrecipient ("subgrantee") at any tier, 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 (currently, \$250,000). 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> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$250,000)), and are incorporated by reference here.

27

Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, 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 recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient'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 recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

28

Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope Grant Award Modification (GAM) to eliminate any inappropriate duplication of funding.

29

Reporting potential fraud, waste, and abuse, and similar misconduct

The recipient, and any subrecipients ("subgrantees") at any tier, must promptly refer to the 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: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202) 616-9881 (fax).

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

30

The recipient agrees to submit to BJA for review and approval any curricula, training materials, proposed publications, reports, or any other written materials that will be published, including web-based materials and web site content, through funds from this grant at least thirty (30) working days prior to the targeted dissemination date. Any written, visual, or audio publications, with the exception of press releases, whether published at the grantee's or government's expense, shall contain the following statements: "This project was supported by Grant No. <AWARD_NUMBER> awarded by the Bureau of Justice Assistance. The Bureau of Justice Assistance is a component of the Department of Justice's Office of Justice Programs, which also includes the Bureau of Justice Statistics, the National Institute of Justice, the Office of Juvenile Justice and Delinquency Prevention, the Office for Victims of Crime, and the SMART Office. Points of view or opinions in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice." The current edition of the DOJ Grants Financial Guide provides guidance on allowable printing and publication activities.

31

The recipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.

32

Any Web site that is funded in whole or in part under this award must include the following statement on the home page, on all major entry pages (i.e., pages (exclusive of documents) whose primary purpose is to navigate the user to interior content), and on any pages from which a visitor may access or use a Web-based service, including any pages that provide results or outputs from the service: "This Web site is funded in whole or in part through a grant from the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice. Neither the U.S. Department of Justice nor any of its components operate, control, are responsible for, or necessarily endorse, this Web site (including, without limitation, its content, technical infrastructure, and policies, and any services or tools provided)." The full text of the foregoing statement must be clearly visible on the home page. On other pages, the statement may be included through a link, entitled "Notice of Federal Funding and Federal Disclaimer," to the full text of the statement.

33

Justification of consultant rate

Approval of this award does not indicate approval of any consultant rate in excess of \$650 per day. A detailed justification must be submitted to and approved by the OJP program office prior to obligation or expenditure of such funds.

34

Copyright; Data rights

The recipient acknowledges that OJP reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use (in whole or in part, including in connection with derivative works), for Federal purposes: (1) any work subject to copyright developed under an award or subaward (at any tier); and (2) any rights of copyright to which a recipient or subrecipient (at any tier) purchases ownership with Federal support.

The recipient acknowledges that OJP has the right to (1) obtain, reproduce, publish, or otherwise use the data first produced under any such award or subaward; and (2) authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes. "Data" includes data as defined in Federal Acquisition Regulation (FAR) provision 52.227-14 (Rights in Data - General).

It is the responsibility of the recipient (and of each subrecipient (at any tier), if applicable) to ensure that the provisions of this condition are included in any subaward (at any tier) under this award.

The recipient has the responsibility to obtain from subrecipients, contractors, and subcontractors (if any) all rights and data necessary to fulfill the recipient's obligations to the Government under this award. If a proposed subrecipient, contractor, or subcontractor refuses to accept terms affording the Government such rights, the recipient shall promptly bring such refusal to the attention of the OJP program manager for the award and not proceed with the agreement in question without further authorization from the OJP program office.

35

Confidentiality of data

The recipient (and any subrecipient at any tier) must comply with all confidentiality requirements of 34 U.S.C. 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The recipient further agrees, as a condition of award approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23.

36

The award recipient agrees to participate in a data collection process measuring program outputs and outcomes. The data elements for this process will be outlined by the Office of Justice Programs.

37

Protection of human research subjects

The recipient (and any subrecipient at any tier) must comply with the requirements of 28 C.F.R. Part 46 and all OJP policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

38

Applicants must ensure that Limited English Proficiency persons have meaningful access to the services under this program(s). National origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI and the Safe Streets Act, recipients are required to take reasonable steps to ensure that LEP persons have meaningful access to their programs. Meaningful access may entail providing language assistance services, including oral and written translation when necessary. The U.S. Department of Justice has issued guidance for grantees to help them comply with Title VI requirements. The guidance document can be accessed on the Internet at www.lep.gov.

39

FFATA reporting: Subawards and executive compensation

The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of \$30,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at <https://ojp.gov/funding/Explore/FFATA.htm> (Award condition: Reporting Subawards and Executive

Compensation), and are incorporated by reference here.

This condition, including its reporting requirement, does not apply to-- (1) an award of less than \$30,000, or (2) an award made 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).

40

The recipient agrees to comply with OJP grant monitoring guidelines, protocols, and procedures, and to cooperate with BJA and OCFO on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The recipient agrees to provide to BJA and OCFO all documentation necessary to complete monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by BJA and OCFO for providing the requested documents. Failure to cooperate with BJA's/OCFO's grant monitoring activities may result in sanctions affecting the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to grant funds; referral to the Office of the Inspector General for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).

41

Limit on use of grant funds for grantees' employees' salaries

With respect to this award, federal funds may not be used to pay cash compensation (salary plus bonuses) to any employee of the award recipient at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System for that year. (An award recipient may compensate an employee at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds.)

This limitation on compensation rates allowable under this award may be waived on an individual basis at the discretion of the OJP official indicated in the program announcement under which this award is made.

42

Verification and updating of recipient contact information

The recipient must verify its Grant Award Administrator, Financial Manager, and Authorized Representative contact information in JustGrants, including telephone number and e-mail address. If any information is incorrect or has changed, the award recipient's Entity Administrator must make changes to contact information through DIAMD. Instructions on how to update contact information in JustGrants can be found at <https://justicegrants.usdoj.gov/training/training-entity-management>.

43

Confidential Funds

Prior to the expenditure of confidential funds, the recipient and any subrecipients agree to sign a certification that the recipient (or the subrecipient, as applicable) has read, understands, and agrees to abide by all of the conditions pertaining to confidential fund expenditures set forth in the DOJ Grants Financial Guide.

44

Compliance with 28 C.F.R. Part 23

With respect to any information technology system funded or supported by funds under this award, the recipient (and any subrecipient at any tier) must comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation to be applicable. Should OJP determine 28 C.F.R. Part 23 to be applicable, OJP may, at its discretion, perform audits of the system, as per the

regulation. Should any violation of 28 C.F.R. Part 23 occur, the recipient may be fined as per 34 U.S.C. 10231(c)-(d). The recipient may not satisfy such a fine with federal funds.

45

The recipient agrees that no funds under this grant award (including via subcontract or subaward, at any tier) may be used for unmanned aircraft systems (UAS), which includes unmanned aircraft vehicles (UAV), or for any accompanying accessories to support UAS.

46

Within 90 days of this award, the recipient shall submit to the Office of Justice Programs a finalized Memorandum of Understanding (MOU) that reflects the goals and objectives of the project and lists the identities, roles, and contributions of the participating agencies. The MOU must be signed by the Chief Executive Officer of each collaborating agency. The grantee also agrees to notify the Bureau of Justice Assistance of any change in the status or duties of the collaborating agency partners or individuals.

47

Conditional Clearance

The recipient may not obligate, expend or draw down funds until the Office of the Chief Financial Officer (OCFO) has approved the budget and budget narrative and an Award Condition Modification (ACM) has been issued to remove this award condition.

☐ *I have read and understand the information presented in this section of the Federal Award Instrument.*

✓ **Award Acceptance**

Declaration and Certification to the U.S. Department of Justice as to Acceptance

By checking the declaration and certification box below, I--

A. Declare to the U.S. Department of Justice (DOJ), under penalty of perjury, that I have authority to make this declaration and certification on behalf of the applicant.

B. Certify to DOJ, under penalty of perjury, on behalf of myself and the applicant, to the best of my knowledge and belief, that the following are true as of the date of this award acceptance: (1) I have conducted or there was conducted (including by applicant's legal counsel as appropriate and made available to me) a diligent review of all terms and conditions of, and all supporting materials submitted in connection with, this award, including any assurances and certifications (including anything submitted in connection therewith by a person on behalf of the applicant before, after, or at the time of the application submission and any materials that accompany this acceptance and certification); and (2) I have the legal authority to accept this award on behalf of the applicant.

C. Accept this award on behalf of the applicant.

D. Declare the following to DOJ, under penalty of perjury, on behalf of myself and the applicant: (1) I understand that, in taking (or not taking) any action pursuant to this declaration and certification, DOJ will rely upon this declaration and certification as a material

representation; and (2) I understand that any materially false, fictitious, or fraudulent information or statement in this declaration and certification (or concealment or omission of a material fact as to either) may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the applicant to civil penalties and administrative remedies under the federal False Claims Act (including under 31 U.S.C. §§ 3729-3730 and/or §§ 3801-3812) or otherwise.

Agency Approval

Title of Approving Official	Name of Approving Official	Signed Date And Time
Deputy Assistant Attorney General	Maureen Henneberg	9/14/22 9:48 AM

Authorized Representative

Entity Acceptance

Title of Authorized Entity Official

Under Sheriff

Signed Date And Time

PINK(1)

BA FORM 11162021

BOARD OF SUPERVISORS
OFFICIAL COPY

October 25, 2022

COUNTY OF LOS ANGELES

REQUEST FOR APPROPRIATION ADJUSTMENT

SHERIFF'S DEPARTMENT

AUDITOR-CONTROLLER:

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

ADJUSTMENT REQUESTED AND REASONS THEREFORE**FY 2022-23****4 - VOTES****SOURCES**

BA DETAIL - SEE ATTACHMENT PAGE 1

USES

BA DETAIL - SEE ATTACHMENT PAGE 1

SOURCES TOTAL**\$ 748,000****USES TOTAL****\$ 748,000****JUSTIFICATION**

Reflects an increase in appropriation for Salaries and Employee Benefits and Services and Supplies in the amount of \$374,000 to enhance the development of a multi-agency response utilizing the Department's resources on local, state and federal levels to reduce intellectual property crimes in the County. The appropriation is fully offset by revenue from the United States Department of Justice 2022 BJA FY 22 Intellectual Property Enforcement Program.

David CulverDigitally signed by David Culver
Date: 2022.11.01 09:17:34 -07'00'**AUTHORIZED SIGNATURE**

David E. Culver, Director

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

REFERRED TO THE CHIEF
EXECUTIVE OFFICER FOR---☐ ACTION☒ **Lan Sam**RECOMMENDED
Digitally signed
by Lan Sam
Date: 2022.11.01
15:05:19 -07'00'

AUDITOR-CONTROLLER

BY **Sam**B.A. NO. **047**DATE **11/01/2022**☒

APPROVED AS REQUESTED

☐

APPROVED AS REVISED

CHIEF EXECUTIVE OFFICER

**Rene C.
Phillips**

BY

Digitally signed by
Rene C. Phillips
Date: 2022.11.01
16:34:44 -07'00'

DATE

BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

OPS CLUSTER AGENDA REVIEW DATE	12/07/2022		
BOARD MEETING DATE	12/20/2022		
SUPERVISORIAL DISTRICT AFFECTED	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input type="checkbox"/> 4 th <input type="checkbox"/> 5 th		
DEPARTMENT(S)	Sheriff's Department		
SUBJECT	Approve and execute sole source Amendment Number Eight to extend the term of Contract Number 55301 (Contract) with Conduent State & Local Solutions, Inc. (Conduent) for parking citation processing services (Services).		
PROGRAM	Parking Citation Processing Services		
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No However, we are requesting delegated authority for the Sheriff to execute an amendment to exercise the additional six-month option period in any increment and to terminate the Contract within 30 calendar days advance written notice to Contractor.		
SOLE SOURCE CONTRACT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
	If Yes, please explain why: This is a sole source amendment pursuant to Board policy 5.100.		
DEADLINES/ TIME CONSTRAINTS	The current contract expires January 18, 2023.		
COST & FUNDING	Total cost: The estimated cost for the Services during the extension period, including the six-month option period is \$701,200.	Funding source: Revenue, the estimated cost is offset by monies generated from parking citation fines and penalties. [The Contract generates approximately \$15 million per year that are distributed as follows: \$3 million, State of California (Assembly Bill 408 and California Vehicle Code); \$25,000, ISD; \$700,000, Beaches and Harbors; and \$11.275 million to pay DMV administrative fees and recover operating costs of the Parking Enforcement Detail Unit.]	
	TERMS (if applicable): One year, plus a six-month option period exercisable in any increment.		
	Explanation: The contracted Services are delivered to the County at zero Net County Cost.		
PURPOSE OF REQUEST	Extend the Contract with Conduent for one year, with an option to extend for a period of six-months in any increment. The Amendment will also facilitate the upgrade of the existing hardware and software used to generate citations.		
BACKGROUND (include internal/external issues that may exist including any related motions)	On July 14, 2015, the Board approved and delegated authority to the Sheriff to execute the Contract with Conduent. Conduent will continue to be responsible for processing citations, maintaining citation records, sending notices to violators, and sharing data the Department of Motor Vehicles to obtain vehicle ownership information. No issues or concerns.		
EQUITY INDEX OR LENS WAS UTILIZED	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:		
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please state which one(s) and explain how:		
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: • Irma Santana, (213) 229-3264, isantana@lasd.org • Lieutenant Nikki Hanamaikai, (213) 972-3902, nkhanama@lasd.org		

December 20, 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:

**APPROVE SOLE SOURCE AMENDMENT NUMBER EIGHT
TO EXTEND CONTRACT NUMBER 55301
WITH CONDUENT STATE & LOCAL SOLUTIONS, INC.
FOR CONTINUED PARKING CITATION PROCESSING SERVICES
(ALL DISTRICTS) (3 VOTES)**

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

SUBJECT

The Los Angeles County (County) Sheriff's Department (Department) is seeking Board Approval and execution of Sole Source Amendment Number Eight (Amendment) to Contract Number 55301 (Contract) with Conduent State & Local Solutions, Inc. (Conduent) to extend the term of the Contract for one year, with an option to extend for a period of six-months in any increment. The Amendment will also facilitate the upgrade of the existing hardware and software used to generate citations. The requested extension term will enable the Department to continue parking citation collection and processing services (Services) while the Department continues the solicitation for a replacement contract. The contracted Services are delivered to the County at zero Net County Cost.

IT IS RECOMMENDED THAT THE BOARD:

1. Approve and instruct the Chair of the Board to sign the attached Amendment to the Contract with Conduent to: (1) extend the term of the Contract for one additional year, from January 19, 2023, through January 18, 2024, plus an option to extend for a period of six months, in any increment, and (2) upgrade the handheld electronic ticket-writer computing devices and printers (Field Equipment) and software used to generate citations.
2. Delegate authority to the Sheriff, or his designee, to execute an amendment to the Contract to exercise the additional six-month option period in any increment, provided it is in the best interest of the County.
3. Delegate authority to the Sheriff, or his designee, to terminate the Contract for convenience, either in whole or in part, if necessary, with 30 calendar days advance written notice, once the Department has completed the solicitation process for a replacement contract.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The Contract will expire on January 18, 2023. Approval of the recommended actions will ensure uninterrupted parking citation and processing services in the unincorporated areas of the County.

Background

On July 14, 2015, the Board approved and authorized the Sheriff to execute Contract Number 55301 with Xerox to provide Services for a term of three years, with two additional one-year extension options, and one six-month extension option. The Contract was amended on July 16, 2018, to affect the Contractor's name change to Conduent. The Contract was amended on three additional occasions to exercise the option terms and add new County-mandated provisions.

On October 14, 2020, the Sheriff executed an amendment to the Contract to effectuate a 5% voluntary price reduction for Services during the County's 2021 fiscal year in response to the June 9, 2020, Board adopted motion to pursue voluntary price reductions. The Board delegated authority to departments to execute contract amendments for cost reductions with County contractors for products and services rendered during the County's 2021 fiscal year.

On December 15, 2020, the Board delegated authority to the Sheriff to execute a Sole Source amendment to the Contract that extended the term of the Contract through January 18, 2022, plus an additional twelve-month period, through January 18, 2023.

On December 21, 2020, the County and Conduent entered into Amendment Number Seven to exercise the twelve-month option period through January 18, 2023, and update County-mandated provisions.

On August 18, 2022, in accordance with Board Policy 5.100, the Department provided the Board with advance notification of its intent to enter into a Sole-Source Amendment to extend the Contract for a period of one year from January 19, 2023, through January 18, 2024, plus a six-month option period, to ensure continuity of Services and allow the Department to complete the solicitation process for a successor contract.

On October 24, 2022, the Department and Conduent reached a negotiated Amendment pending approval by the Board, which:

- Increases the per-citation processing cost by 9.5% from \$1.60 to \$1.75 per-citation for the proposed one year extension and 3% to \$1.80 per-citation for the proposed 6-month option.
- Increases the monthly desktop computing device usage cost by 8.5% from \$64.10 to \$69.55 per Desktop Computing Device for the extension period, including the 6-month option.
- Increases the monthly handheld electronic ticket-writer usage cost by 8.5% from \$72.19 to \$78.33 per device for the extension period, including the 6-month option.

These increases represent cost of living adjustments applicable to increased labor, equipment, and maintenance costs.

Recognizing the end-of-life conditions of the existing hardware and software used to generate citations, the Department agreed to upgrade the Field Equipment and software. The proposed Amendment includes a one-time software upgrade implementation cost of up to \$25,000 for hosting, programming, integrating, and training, and a monthly wireless communications per-device cost of \$17.25. Upgrading the Field Equipment and software will improve efficiency, Parking Control Officer safety, and allow the Department to test newer technologies and proven solutions.

Conduent will continue to be responsible for processing citations, maintaining citation records, sending notices to violators, and sharing data with the Department of Motor

Vehicles to obtain vehicle ownership information. Conduent is also responsible for collecting all cash and check payments, and depositing those payments with the County.

The Services provided by Conduent include enhanced citation payment options that enable violators to make payments with credit cards through a website, and by using an interactive voice-response telephone system. Conduent facilitates the electronic transaction by providing a portal to the County's electronic payment service provider, Fidelity Information Services (FIS). Conduent will not collect electronic payments or electronic payment data.

Implementation of Strategic Plan Goals

The recommended action is consistent with the principles of the County's Strategic Plan, Strategy III.3, Pursue Operational Effectiveness, Fiscal Responsibility and Accountability. Specifically, the Amendment will allow the Department to operate effectively and efficiently by providing the continued collection and processing of parking citations in the unincorporated areas of the County and thereby ensuring continued revenue to the Department.

FISCAL IMPACT/FINANCING

The County will not incur any Net County Cost during the term of this Contract. The estimated cost for the Services during the extension period, including the six-month option period is \$701,200. This cost is offset by monies generated from parking citation fines and penalties that Conduent will process for the Department, Internal Services Department (ISD), and Department of Beaches and Harbors (Beaches and Harbors). Parking citations issued within Los Angeles County unincorporated areas generate approximately \$15 million per year in gross revenue. A mandated distribution of approximately \$3 million is made to the State of California in accordance with Assembly Bill 408 and the California Vehicle Code (CVC) (i.e., Collection Fees, Court Fees, Justice Fees, Special Fees, Handicapped Surcharge, and other surcharges). The net revenue of approximately \$12 million is distributed as follows: \$25,000 to ISD; \$700,000 to Beaches and Harbors; and \$11.275 million to the Department to pay approximately \$200,000 in separate administrative fees charged by the California Department of Motor Vehicles (DMV) and to recover the operating costs for the Department's Parking Enforcement Detail Unit.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Conduent is in compliance with all Board and Chief Executive Office requirements, including Jury Service Program, Safely Surrendered Baby Law, and Defaulted Property Tax Reduction Program.

The County's E-Commerce Readiness Group (ERG) has approved the interface with FIS for all electronic payment processing, per the FIS Agreement.

In compliance with Board Policy 6.020, Chief Information Office Board Letter Approval, the Office of the Chief Information Officer (OCIO) reviewed the information technology (IT) components (management, design, development, acquisition, expansion, or purchase of IT systems and/or related services) of this request and recommends approval. The OCIO determined this recommended action(s) does not include any new IT items that would necessitate a formal written CIO Analysis.

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

IMPACT ON CURRENT SERVICES (OR PROJECTS)

There will be no negative impact on current Department operations and services. The Department anticipates releasing a Request for Proposals for a successor contract in the summer of 2023.

CONCLUSION

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

Sincerely,

Reviewed by:

ALEX VILLANUEVA, SHERIFF

TIMOTHY K. MURAKAMI
UNDERSHERIFF

PETER LOO
ACTING CHIEF INFORMATION OFFICER

AV:AM:am
(Fiscal Administration Bureau - Contracts Unit)

c: Board of Supervisors, Justice Deputies
Celia Zavala, Executive Officer, Board of Supervisors
Fesia Davenport, Chief Executive Officer
Sheila Williams, Senior Manager, Chief Executive Office (CEO)
Rene Phillips, Manager, CEO
Jocelyn Ventilacion, Principal Analyst, CEO
Bryan Bell, Budget Analyst, CEO
Peter Loo, Acting Chief Information Officer, Chief Information Office
Dawyn R. Harrison, Interim County Counsel
Elizabeth D. Miller, Chief Legal Advisor, Legal Advisory Unit
Cammy C. DuPont, Principal Deputy County Counsel, Legal Advisory Unit
Michele Jackson, Principal Deputy County Counsel
Timothy K. Murakami, Undersheriff
John L. Satterfield, Chief of Staff, Office of the Sheriff
Conrad Meredith, Division Director, Administrative Services Division (ASD)
Joseph J. Williams, Division Chief, Court Services Division (CSD)
Glen C. Joe, Assistant Division Director, ASD
Richard F. Martinez, Assistant Division Director, ASD
William E. Jaeger, Commander, CSD
Darren D. Harris, A/Commander, CSD
Rick M. Cavataio, Director, Fiscal Administration Bureau (FAB), ASD
David E. Culver, Director, Financial Programs Bureau
Yvonne I. O'Brien, Captain, Civil Management Bureau (CMB)
Angelo Faiella, Assistant Director, FAB, Contracts Unit
Nikki K. Hanamaikai, Lieutenant, CMB
Irma Santana, Manager, FAB, Contracts Unit
Adam R. Wright, Sergeant, ASD
Kristine D. Corrales, Deputy, ASD
Abby Valdez, Senior Contract Analyst, FAB, Contracts Unit
Sheila Evans, County Project Manager, Parking Enforcement Detail
Aloett Martin, Contract Analyst, FAB, Contracts Unit
(Contracts - Conduent Parking Citation Processing Services 12-20-22)

**AMENDMENT NUMBER EIGHT
TO CONTRACT NO. 55301 FOR
PARKING CITATION PROCESSING SERVICES**

This Amendment Number Eight (Amendment) to Contract Number 55301 (Contract) is entered into by and between County of Los Angeles (County) and Conduent State & Local Solutions, Inc. (Contractor), effective upon execution by the County Board of Supervisors.

- A. WHEREAS, on July 19, 2015, County and Xerox State & Local Solutions, Inc. entered into the Contract for Parking Citation Processing Services; and
- B. WHEREAS, on January 29, 2016, Xerox Corporation, the parent company of Xerox State & Local Solutions, Inc., announced its plan to separate into two companies, Xerox Corporation and Conduent Inc.; and
- C. WHEREAS, following the separation, and effective January 1, 2017, Xerox Corporation commenced operating under the name Conduent, Inc.; and
- D. WHEREAS, on October 2, 2017, County and Contractor entered into Amendment Number One to (1) document the Xerox Corporation separation into two companies, whereby Xerox State & Local Solutions, Inc. became a wholly owned subsidiary of Conduent, Inc.; (2) document the Contractor's corporate name change from Xerox State & Local Solutions, Inc. to Conduent State & Local Solution, Inc.; and (3) update and add the County-mandated provisions and exhibits; and
- E. WHEREAS, on July 16, 2018, County and Contractor entered into Amendment Number Two to (1) exercise the first one-year option period and extend the Term of the Contract from July 19, 2018, through and including July 18, 2019; and (2) update the County-mandated provisions regarding Assignment and Delegation/Mergers or Acquisitions and Consideration of Hiring GAIN-GROW Participants; and
- F. WHEREAS, on June 18, 2019, County and Contractor entered into Amendment Number Three to (1) exercise the second one-year option period and extend the Term of the Contract from July 19, 2019, through and including July 18, 2020; and (2) add the County-mandated provisions regarding Compliance with Fair Chance Employment Hiring Practices and Compliance with the County Policy of Equity; and
- G. WHEREAS, on June 18, 2020, County and Contractor entered into Amendment Number Four to exercise the six-month option period and extend the Term of the Contract from July 19, 2020, through and including January 18, 2021; and

**AMENDMENT NUMBER EIGHT
TO CONTRACT NO. 55301 FOR
PARKING CITATION PROCESSING SERVICES**

- H. WHEREAS, on June 9, 2020, the Board of Supervisors adopted a motion to pursue voluntary price reductions from County contractors for products and services rendered during the County's 2021 fiscal year, beginning July 1, 2020, through June 30, 2021, or for the designated period as negotiated by the parties. Additionally, the motion delegates authority to departments to execute contract amendments for cost reductions negotiated under this initiative; and
- I. WHEREAS, on October 14, 2020, County and Contractor entered into Amendment Number Five to (1) effectuate a 5% price reduction in the invoiced amount for Services rendered beginning July 1, 2020, through June 30, 2021, and (2) add the County-mandated provision regarding Prohibition from Participation in Future Solicitation(s); and
- J. WHEREAS, on January 14, 2021, County and Contractor entered into Amendment Number Six to extend the Term of the Contract for one year from January 19, 2021, through and including January 18, 2022, with an option to extend for up to an additional period of twelve months, in any increment; and
- K. WHEREAS, on December 21, 2021 County and Contractor entered into Amendment Number Seven to (1) exercise the twelve-month option period and extend the Term of the Contract from January 19, 2022, through and including January 18, 2023, and (2) update the County-mandated provisions regarding Assignment and Delegation/Mergers or Acquisitions and Consideration of Hiring County Employees Targeted for Layoff/or Re-Employment List; and
- L. WHEREAS, the Contract currently expires on January 18, 2023; and
- M. WHEREAS, County and Contractor agree to (1) extend the Term of the Contract for one year from January 19, 2023, through and including January 18, 2024, with an option to extend for up to an additional six-month period in any increment, (2) effectuate the upgrade of the electronic ticket-writer devices and printers, (3) upgrade the software application to Conduent's CitySight® Enforcement application and add the associated monthly wireless communication cost, (4) update the County-mandated provision regarding Safely Surrendered Baby Law, Compliance with Fair Chance Employment Hiring Practices, and Compliance with the County Policy of Equity, (5) add the County-mandated provision regarding the COVID-19 Vaccinations of County Contractor Personnel, and (6) update Exhibit B (Pricing Sheet) to add the rates and cost of the extension period.

NOW THEREFORE, in consideration of the mutual covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and Contractor hereby agree to amend the Contract as follows:

**AMENDMENT NUMBER EIGHT
TO CONTRACT NO. 55301 FOR
PARKING CITATION PROCESSING SERVICES**

1. Paragraph 4.0 (Term of Contract) of the Contract is deleted in its entirety and replaced as follows to extend the term of the Contract for a one year period from January 19, 2023, through and including January 18, 2024:

4.0 TERM OF CONTRACT

- 4.1 The term of this Contract will commence on July 19, 2015, and will continue until and through January 18, 2024, unless sooner extended or terminated as provided herein.
 - 4.2 The County may, at its sole option, extend the term of this Contract for up to a period of six months in any increment for a maximum total Contract term not to exceed nine years. Such extension option may be exercised at the sole discretion of the Sheriff, as authorized by the County's Board of Supervisors in accordance with Subparagraph 8.1 (Change Orders and Amendments) of this Contract.
 - 4.3 The County maintains databases that track/monitor contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the County will exercise a Contract term extension option.
 - 4.4 Contractor will notify the Department when this Contract is within six (6) months from the expiration of the term of this Contract as provided for hereinabove. Upon occurrence of this event, Contractor will send written notification to County Project Director at the address herein provided in Exhibit E (County's Administration).
2. Subparagraph 5.5 (Invoices and Payments), Subparagraph 5.5.3 only, of the Contract is deleted in its entirety and replaced as follows to identify the invoice content to which the monthly wireless communication cost is applicable and add the one-time software upgrade implementation cost for hosting, programming, integrating, and training:
 - 5.5.3 The Contractor's invoices must contain the information set forth in Exhibit A (Statement of Work) describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed. Each invoice submitted by Contractor must minimally include:
 - The total number of billable citations processed for the one (1) month period;

**AMENDMENT NUMBER EIGHT
TO CONTRACT NO. 55301 FOR
PARKING CITATION PROCESSING SERVICES**

- The per-citation processing cost;
- The total charge for citation processing;
- The Special Collection Fee paid by the citation holder or violator due to Contractor;
- The monthly equipment usage and maintenance charges for:
 - Desktop computing hardware devices
 - Handheld electronic ticket-writer computing devices
 - ALPR systems
 - Wireless communication cost per device
- The invoice total.

5.5.3.1 County will pay Contractor a one-time software upgrade implementation cost of up to \$25,000 for hosting, programming, integrating, and training, which is payable once all handheld electronic ticket-writer computing devices are deployed and fully functional.

3. Subparagraph 8.13 (Contractor's Acknowledgement of County's Commitment to Safely Surrendered Baby Law) of the Contract is deleted in its entirety and replaced as follows to update the County-mandated provision regarding Contractor's Acknowledgement of County's Commitment to Safely Surrendered Baby Law:

8.13 Contractor's Acknowledgement of County's Commitment to Safely Surrendered Baby Law

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County contractors to voluntarily post the County's poster, Exhibit I (Safely Surrendered Baby Law) in a prominent position at the Contractor's place of business. The Contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. Information and posters for printing are available at <https://lacounty.gov/residents/family-services/child-safety/safe-surrender/>.

4. Subparagraph 8.33 (Notice to Employees Regarding the Safely Surrendered Baby Law) of the Contract is deleted in its entirety and replaced as follows to update the County-mandated provision regarding Notice to Employees Regarding the Safely Surrendered Baby Law:

**AMENDMENT NUMBER EIGHT
TO CONTRACT NO. 55301 FOR
PARKING CITATION PROCESSING SERVICES**

8.33 Notice to Employees Regarding the Safely Surrendered Baby Law

The Contractor must notify and provide to its employees and must require each subcontractor to notify and provide to its employees, information regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The information is set forth in Exhibit I, (Safely Surrendered Baby Law) of this Contract. Additional information is available at <https://lacounty.gov/residents/family-services/child-safety/safe-surrender/>.

5. Subparagraph 8.60 (Compliance with Fair Chance Employment Hiring Practices) of the Contract is deleted in its entirety and replaced as follows to update the County-mandated provision regarding Compliance with Fair Chance Employment Hiring Practices:

8.60 Compliance with Fair Chance Employment Hiring Practices

Contractor, and its subcontractors, must comply with fair chance employment hiring practices set forth in [California Government Code Section 12952](#). Contractor's violation of this Subparagraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract.

6. Subparagraph 8.61 (Compliance with County Policy of Equity) of the Contract is deleted in its entirety and replaced as follows to update the County-mandated provision regarding Compliance with County Policy Equity:

8.61 Compliance with the County Policy of Equity

The Contractor acknowledges that the County takes its commitment to preserving the dignity and professionalism of the workplace very seriously, as set forth in the County Policy of Equity (CPOE) (<https://ceop.lacounty.gov/>). The Contractor further acknowledges that the County strives to provide a workplace free from discrimination, harassment, retaliation and inappropriate conduct based on a protected characteristic, and which may violate the CPOE. The Contractor, its employees and subcontractors acknowledge and certify receipt and understanding of the CPOE. Failure of the Contractor, its employees or its subcontractors to uphold the County's expectations of a workplace free from harassment and discrimination, including inappropriate conduct based on a protected characteristic, may subject the Contractor to termination of contractual agreements as well as civil liability.

**AMENDMENT NUMBER EIGHT
TO CONTRACT NO. 55301 FOR
PARKING CITATION PROCESSING SERVICES**

7. Subparagraph 8.63 (COVID-19 Vaccinations of County Contractor Personnel) is added to the Contract as follows to add the County-mandated provision regarding COVID-19 Vaccinations of County Contractor Personnel:

8.63 COVID-19 Vaccinations of County Contractor Personnel

- 8.63.1 At Contractor's sole cost, Contractor must comply with Chapter 2.212 (COVID-19 Vaccinations of County Contractor Personnel) of County Code Title 2 - Administration, Division 4. All employees of Contractor and persons working on its behalf, including but not limited to, Subcontractors of any tier (collectively, "Contractor Personnel"), must be fully vaccinated against the novel coronavirus 2019 ("COVID-19") prior to (1) interacting in person with County employees, interns, volunteers, and commissioners ("County workforce members"), (2) working on County owned or controlled property while performing services under this Contract and/or (3) coming into contact with the public while performing services under this Contract (collectively, "In-Person Services").
- 8.63.2 Contractor Personnel are considered "fully vaccinated" against COVID-19 two (2) weeks or more after they have received (1) the second dose in a 2-dose COVID-19 vaccine series (e.g. Pfizer-BioNTech or Moderna), (2) a single-dose COVID-19 vaccine (e.g. Johnson and Johnson [J&J]/Janssen), or (3) the final dose of any COVID-19 vaccine authorized by the World Health Organization ("WHO").
- 8.63.3 Prior to assigning Contractor Personnel to perform In-Person Services, Contractor must obtain proof that such Contractor Personnel have been fully vaccinated by confirming Contractor Personnel is vaccinated through any of the following documentation: (1) official COVID-19 Vaccination Record Card (issued by the Department of Health and Human Services, CDC or WHO Yellow Card), which includes the name of the person vaccinated, type of vaccine provided, and date of the last dose administered ("Vaccination Record Card"); (2) copy (including a photographic copy) of a Vaccination Record Card; (3) Documentation of vaccination from a licensed medical provider; (4) a digital record that includes a quick response ("QR") code that when scanned by a SMART HealthCard reader displays to the reader client name, date of birth, vaccine dates, and vaccine type, and the QR code confirms

**AMENDMENT NUMBER EIGHT
TO CONTRACT NO. 55301 FOR
PARKING CITATION PROCESSING SERVICES**

the vaccine record as an official record of the State of California; or (5) documentation of vaccination from the Contractors who follow the CDPH vaccination records guidelines and standards. Contractor must also provide written notice to County before the start of work under this Contract that its Contractor Personnel are in compliance with the requirements of this Subparagraph. Contractor shall retain such proof of vaccination for the document retention period set forth in this Contract, and must provide such records to County for audit purposes, when required by County.

8.63.4 Contractor must evaluate any medical or sincerely held religious exemption request of its Contractor Personnel, as required by law. If Contractor has determined that Contractor Personnel is exempt pursuant to a medical or sincerely held religious reason, Contractor must also maintain records of Contractor Personnel's testing results. Contractor must provide such records to the County for audit purposes, when required by County.

8.63.5 In addition to complying with the requirements of this section, Contractor must also comply with all other applicable local, departmental, State, and federal laws, regulations and requirements for COVID-19. A completed Exhibit M (COVID-19 Vaccination Certification of Compliance) is a required part of any agreement with the County.

8. Exhibit B (Pricing Sheet) of the Contract is deleted in its entirety and replaced with the revised Exhibit B (Pricing Sheet), attached hereto, to add the rates, upgrades, and cost of the extension period.
9. Exhibit M (COVID-19 Vaccination Certification of Compliance), attached hereto, is added to the Contract to document Contractor's certification of compliance with the COVID-19 Vaccination of County Contractor Personnel.
10. Except as expressly provided in this Amendment, all terms, covenants, and conditions of the Contract will remain the same and in full force and effect.
11. Contractor represents and warrants that the person executing this Amendment for Contractor is an authorized agent who has actual authority to bind Contractor to each and every item, condition, and obligation of the Amendment and that all requirements of Contractor have been fulfilled to provide such actual authority.

**AMENDMENT NUMBER EIGHT
TO CONTRACT NO. 55301 FOR
PARKING CITATION PROCESSING SERVICES**

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

COUNTY OF LOS ANGELES

By: _____
Chair, Board of Supervisors

ATTEST:
CELIA ZAVALA, Executive Officer
of the Board of Supervisors

By: _____
Deputy

CONDUENT STATE & LOCAL SOLUTIONS, INC.

By: _____

Print Name: _____

Title: _____

Date: _____

APPROVED AS TO FORM:
DAWYN R. HARRISON
Interim County Counsel

By: Approval on File _____
Michele Jackson
Principal Deputy County Counsel

Exhibit B
PRICING SHEET

[Revised and Restated under Amendment Number 8]

All costs described in this Pricing Sheet are not-to-exceed, all-inclusive rates.

I. PER-CITATION PROCESSING COST

The following all-inclusive, per-citation processing cost shall be inclusive of any and all Taxes and other fees and shall further take into consideration the difference between handwritten citation processes vs. electronic citation uploads and the requirements set forth in Exhibit A (Statement of Work).

YEAR 1 07/19/2015 – 07/18/2016	YEAR 2 07/19/2016 – 07/18/2017	YEAR 3 07/19/2017 – 07/18/2018	OPTION YEAR 1 07/19/2018 – 07/18/2019	OPTION YEAR 2 07/19/2019 – 07/18/2020
\$1.38	\$1.42	\$1.46	\$1.51	\$1.55
6-MONTH OPTION 07/19/2020 – 01/18/2021	AMENDMENT 6 01/19/2021 – 01/18/2022	AMENDMENT 6 OPTION YEAR EXTENSION 01/19/2022 – 01/18/2023	AMENDMENT 8 01/19/2023 – 01/18/2024	AMENDMENT 8 OPTION EXTENSION 01/19/2024 – 07/18/2024
\$1.60	\$1.60	\$1.60	\$1.75	\$1.80

The County makes no guarantee as to the actual number of citations which may be processed in any given Contract year.

II. MONTHLY USAGE COST

Ila. Desktop Computing Hardware Devices (Inclusive of CPUs, Monitors, Laser Printers, Scanners, and/or peripheral computing devices)

The fixed monthly per device cost for usage and maintenance of a desktop computing hardware device is as follows:

YEAR 1 07/19/2015 – 07/18/2016 PER DEVICE COST	YEAR 2 07/19/2016 – 07/18/2017 PER DEVICE COST	YEAR 3 07/19/2017 – 07/18/2018 PER DEVICE COST	OPTION YEAR 1 07/19/2018 – 07/18/2019 PER DEVICE COST	OPTION YEAR 2 07/19/2019 – 07/18/2020 PER DEVICE COST
\$64.10	\$64.10	\$64.10	\$64.10	\$64.10
6-MONTH OPTION 07/19/2020 – 01/18/2021 PER DEVICE COST	AMENDMENT 6 01/19/2021 – 01/18/2022 PER DEVICE COST	AMENDMENT 6 OPTION YEAR EXTENSION 01/19/2022 – 01/18/2023 PER DEVICE COST	AMENDMENT 8 01/19/2023 – 01/18/2024 PER DEVICE COST	AMENDMENT 8 OPTION EXTENSION 01/19/2024 – 07/18/2024 PER DEVICE COST
\$64.10	\$64.10	\$64.10	\$69.55	\$69.55

Upon the commencement of the Contract, Contractor shall provide ten (10) desktop computing hardware devices for use by the Department. It is anticipated that the County's need for desktop computing hardware devices may vary and fluctuate during the term of the Contract. The County reserves the right to increase or decrease the number of required desktop computing hardware devices by no more than twenty percent (20%) during the term of the Contract.

IIb. Handheld Electronic Ticket-Writer Computing Devices

The fixed monthly per device cost for usage and maintenance of a handheld electronic ticket-writer computing device is as follows:

YEAR 1 07/19/2015 – 07/18/2016 PER DEVICE COST	YEAR 2 07/19/2016 – 07/18/2017 PER DEVICE COST	YEAR 3 07/19/2017 – 07/18/2018 PER DEVICE COST	OPTION YEAR 1 07/19/2018 – 07/18/2019 PER DEVICE COST	OPTION YEAR 2 07/19/2019 – 07/18/2020 PER DEVICE COST
\$72.19	\$72.19	\$72.19	\$72.19	\$72.19
6-MONTH OPTION 07/19/2020 – 01/18/2021 PER DEVICE COST	AMENDMENT 6 01/19/2021 – 01/18/2022 PER DEVICE COST	AMENDMENT 6 OPTION YEAR EXTENSION 01/19/2022 – 01/18/2023 PER DEVICE COST	AMENDMENT 8 01/19/2023 – 01/18/2024 PER DEVICE COST	AMENDMENT 8 OPTION EXTENSION 01/19/2024 – 07/18/2024 PER DEVICE COST
\$72.19	\$72.19	\$72.19	\$78.33	\$78.33

Upon the commencement of the Contract, Contractor shall provide seventy (70) handheld electronic ticket-writer computing devices for use by the Department. It is anticipated that the County's need for handheld electronic ticket-writer computing devices may vary and fluctuate during the term of the Contract. The County reserves the right to increase or decrease the number of required handheld electronic ticket-writer computing devices by no more than twenty percent (20%) during the term of the Contract.

II.c. Automated License Plate Recognition (ALPR) Systems

The fixed monthly per device cost for usage and maintenance of an ALPR system is as follows:

YEAR 1 07/19/2015 – 07/18/2016 PER DEVICE COST	YEAR 2 07/19/2016 – 07/18/2017 PER DEVICE COST	YEAR 3 07/19/2017 – 07/18/2018 PER DEVICE COST	OPTION YEAR 1 07/19/2018 – 07/18/2019 PER DEVICE COST	OPTION YEAR 2 07/19/2019 – 07/18/2020 PER DEVICE COST
\$827.90	\$827.90	\$827.90	\$827.90	\$827.90
6-MONTH OPTION 07/19/2020 – 01/18/2021 PER DEVICE COST	AMENDMENT 6 01/19/2021 – 01/18/2022 PER DEVICE COST	AMENDMENT 6 OPTION YEAR EXTENSION 01/19/2022 – 01/18/2023 PER DEVICE COST	AMENDMENT 8 01/19/2023 – 01/18/2024 PER DEVICE COST	AMENDMENT 8 OPTION EXTENSION 01/19/2024 – 07/18/2024 PER DEVICE COST
\$827.90	\$827.90	\$827.90	\$827.90	\$827.90

Upon the commencement of the Contract, Contractor shall provide five (5) ALPR systems for use by the Department. It is anticipated that the County's need for ALPR systems may vary and fluctuate during the term of the Contract. The County reserves the right to increase or decrease the number of required handheld ALPR systems by no more than twenty percent (20%) during the term of the Contract.

II.d Wireless Communication

As upgraded handheld electronic ticket-writer computing devices with real-time capabilities go live, the fixed monthly wireless communication per device cost is as follows:

AMENDMENT 8 01/19/2023 – 01/18/2024 MONTHLY WIRELESS COMMUNICATION PER DEVICE COST	AMENDMENT 8 OPTION EXTENSION 01/19/2024 – 07/18/2024 MONTHLY WIRELESS COMMUNICATION PER DEVICE COST
\$17.25	\$17.25

III. **IMPLEMENTATION COSTS**

PRICE COMPONENT	ONE-TIME COST
IVR Telephone Subsystem	\$0.00
Pay-by-Web Interface	\$0.00
ALPR law-enforcement configuration	\$0.00 *
One Time Implementation cost for CitySight® (software upgrade implementation cost of up to \$25,000 for hosting, programming, integrating, and training, which is payable once all handheld electronic ticket-writer computing devices are deployed and fully functional)	up to \$25,000
TOTAL AMOUNT	up to \$25,00.00

* Based upon the assumption that the ALPR server will be housed inside the Sheriff's Data Network.

IV. **SPECIAL COLLECTIONS FEE**

The Special Collections Fee for delinquent citations will be thirty percent (30%). The Special Collections Fee shall be passed to the citation holder or violator.

V. **NOTES**

- Life Cycle: Current citation "lifecycle" must remain stable during the term of the Contract. A change to the lifecycle will trigger renegotiation of the Contract fees.
- Franchise Tax Board (FTB): The County will reimburse contractor for FTB filing fees, including social security number acquisition fees.

- Warranty: If there is any remaining warranty at Contract end, Contractor will assign the remaining warranty over to the County.
- Wireless Data Plans: Contractor to provide wireless data plans for the ALPR systems.
- Taxes: Pricing includes all applicable State & Local taxes and cost of transportation.
- Consumable products: The County will be responsible for all consumable citation products to include thermal ticket stock and citation envelopes.

COVID-19 Vaccination Certification of Compliance

Urgency Ordinance, County Code Title 2 – Administration, Division 4 – Miscellaneous – Chapter 2.212
(COVID-19 Vaccinations of County Contractor Personnel)

I, _____, on behalf of _____,
[Project director or authorized principal] [Company / Contractor Name]

("Contractor"), **certify** that on County Contract Number 55301 for

PARKING CITATION PROCESSING SERVICES

[Description of services provided]

_____ All Contractor Personnel* on this Contract are fully vaccinated as required by the Ordinance.

_____ Most Contractor Personnel* on this Contract are fully vaccinated as required by the Ordinance. The Contractor or its employer of record has granted a valid medical or religious exemption to the below identified Contractor Personnel. The Contractor Personnel who have been granted a valid medical or religious exemption are [LIST ALL CONTRACTOR PERSONNEL]:

*Contractor Personnel includes subcontractors.

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

I have authority to bind the Contractor, and have reviewed the requirements above and further certify that I will comply with said requirements.

Signature

Date

Title

Company/Contractor Name