



**Chief
Executive
Office.**

COUNTY OF LOS ANGELES
CHIEF EXECUTIVE OFFICER
Fesia A. Davenport

PUBLIC SAFETY CLUSTER AGENDA REVIEW MEETING

DATE: Wednesday, July 26, 2023
TIME: 9:30 a.m.

THIS MEETING WILL CONTINUE TO BE CONDUCTED VIRTUALLY AS PERMITTED UNDER THE BOARD OF SUPERVISORS' JUNE 27, 2023, ORDER SUSPENDING THE APPLICATION OF BOARD POLICY 3.055 UNTIL AUGUST 31, 2023.
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 Informational Item is subject to discussion and/or presentation at the request of two or more Board offices with advance notification]:
 - A.** Board Letter:
APPROVAL TO EXECUTE AN AGREEMENT WITH CROWN JEWEL OF PACIFICA, LLC DBA SHERATON CERRITOS HOTEL TO HOST THE 36TH ANNUAL CONTRACT CITY MANAGER'S CONFERENCE
Speaker(s): Andrew Cruz and Julie Lowe (Sheriff's)
 - B.** Board Letter:
AUTHORIZE THE DISTRICT ATTORNEY'S OFFICE TO COMPLETE THE APPLICATION PROCESS AND ACCEPT GRANT FUNDS FROM THE CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES FOR THE VICTIM WITNESS ASSISTANCE PROGRAM FOR THE PERFORMANCE PERIOD BEGINNING OCTOBER 1, 2023 AND ENDING SEPTEMBER 30, 2024
Speaker(s): Tambria DeCorse and Mher Avetisyan (DA)

4. PRESENTATION/DISCUSSION ITEM(S):

- A.** Board Letter:
TRANSIT LAW ENFORCEMENT SERVICES AGREEMENT BETWEEN THE COUNTY OF
LOS ANGELES AND ANTELOPE VALLEY TRANSIT AUTHORITY
Speaker(s): Ruben Macias (Sheriff's)
- B.** Board Letter:
DEL VALLE GRADING PROJECT, CAPITAL PROJECT NO. 89159
Speaker(s): Tom Brown (Fire)
- C.** Board Letter:
AUTHORIZE THE LOS ANGELES COUNTY DISTRICT ATTORNEY TO ENTER INTO A
THREE-YEAR AGREEMENT WITH THE CALIFORNIA VICTIM COMPENSATION
BOARD TO ADMINISTER THE VICTIMS OF CRIME REVOLVING FUND FOR THE
CLAIMS VERIFICATION PROGRAM FOR FISCAL YEARS 2023-24, 2024-25, AND
2025-26
Speaker(s): Audrey Higgins and Clint Molezion (DA)
- D.** Board Letter:
FEDERAL EQUITABLE SHARING AGREEMENT AND ANNUAL CERTIFICATION
REPORT FOR FISCAL YEAR 2022-23
Speaker(s): Jessie L. McGrath and Lam Tran (DA)
- E.** Board Letter:
BIOLOGICAL EVIDENCE STORAGE REFURBISHMENT PROJECT
Speaker(s): Tom DeSantis (ISD)
- F.** Board Briefing:
SEMI-ANNUAL AB 109 REPORT BRIEFING
Speaker(s): Howard Wong (Probation)

5. PUBLIC COMMENTS

6. ADJOURNMENT

7. UPCOMING ITEM(S):

- A.** NONE

Wednesday, July 26, 2023

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

August 8, 2023

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

Dear Supervisors:

**APPROVAL TO EXECUTE AN AGREEMENT WITH CROWN JEWEL OF
PACIFICA, LLC DBA SHERATON CERRITOS HOTEL TO HOST THE
36th ANNUAL CONTRACT CITY MANAGER'S CONFERENCE
(ALL DISTRICTS) (3 VOTES)**

SUBJECT

The Los Angeles County (County) Sheriff's Department (Department) is seeking Board approval to host the 36th Annual Contract City Manager's Conference (Conference), which will be held on March 7, 2024, at the Sheraton Cerritos Hotel, in the city of Cerritos.

IT IS RECOMMENDED THAT THE BOARD:

Delegate authority to the Sheriff, or his designee, to execute an agreement with Crown Jewel of Pacifica, LLC DBA Sheraton Cerritos Hotel (Sheraton Hotel) at an estimated cost not to exceed \$60,000, for conference site rental fees, venue space usage fees, food and beverage fees, and room fees to host the Conference. The Conference is fully funded by all 42 contract cities through the Law Enforcement Consolidated Cost Model.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Board approval of the recommended action will enable the Department to execute an agreement with the Sheraton Hotel, to host the Conference to be held on March 7, 2024. The Conference is an ongoing event that takes place each fiscal year.

The Conference will be attended by various contract city officials, such as city managers, public safety directors, and Department executives. Approximately 150 attendees participate in the Conference.

The purpose of the Conference is to discuss a wide variety of law enforcement issues and strategies that affect the delivery of the Department's law enforcement service to contract cities. The Department works collaboratively with its contract cities in hosting this event.

Implementation of Strategic Plan Goals

The Conference relates to the County's Strategic Plan, Goal III.3 – Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability and Goal III.4, Engage and Share Information with our Customers, Communities, and Partners by providing effective administration of the Department's Contract Cities Program.

FISCAL IMPACT/FINANCING

There is no net County cost for this event. The Conference is funded by all 42 contract cities through the Consolidated Law Enforcement Cost Model. The cost of the Conference is recovered in the rates the contract cities pay for their law enforcement services and budgeted to the Department's Contract Law Enforcement Bureau. A prepayment for deposit will be required to complete reservation of venue.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The 2024 Contract City Manager's Conference will be the 36th annual event, to be held on March 7, 2024. The Department is self-insured for the event.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The Conference has no impact on current services.

The Honorable Board of Supervisors
August 8, 2023
Page 3

CONCLUSION

Upon approval by the Board, please return the adopted Board letter to the Department's Contract Law Enforcement Bureau.

Sincerely,

ROBERT G. LUNA
SHERIFF

DRAFT

The Honorable Board of Supervisors
August 8, 2023
Page 4

RGL:JT:CM:jl
(Contract Law Enforcement Bureau)

c: Board of Supervisors, Justice Deputies
Celia Zavala, Executive Officer, Board of Supervisors
Fesia Davenport, Chief Executive Officer
Sheila Williams, Senior Manager, Chief Executive Office (CEO)
Rene Phillips, Manager, CEO
Jocelyn Ventilacion, Principal Analyst, CEO
Anna Petrosyan, Senior Analyst, CEO
Bryan Bell, Budget Analyst, CEO
Dawyn R. Harrison, County Counsel
Elizabeth D. Miller, Chief Legal Advisor, Legal Advisory Unit
Michele Jackson, Principal Deputy County Counsel, Legal Advisory Unit
April L. Tardy, Undersheriff
Jill Torres, Assistant Sheriff, CFAO
Jason A. Skeen, Chief of Staff, Office of the Sheriff
Conrad Meredith, Division Director, Administrative Services Division (ASD)
Glen Joe, Assistant Division Director, ASD
Richard F. Martinez, Assistant Division Director, ASD
David E. Culver, Director, Financial Programs Bureau
Andrew B. Cruz, Acting Captain, Contract Law Enforcement Bureau
Rene A. Garcia, Lieutenant, ASD
Vanessa C. Chow, Sergeant, ASD
Julie A. Lowe, Sergeant, Contract Law Enforcement Bureau
Kristine D. Corrales, Deputy, ASD
(Contract Law - 2024 36th Annual Contract City Manager's Conference 08-08-23)

BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	7/26/2023	
BOARD MEETING DATE	8/8/2023	
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	
SUBJECT	Request budget approval for 2024 Contract Cities Educational Seminar	
PROGRAM	2024 Educational Seminar	
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		
COST & FUNDING	Total cost: \$60,000.00	Funding source: The cost of the seminar is recovered in the rates the contract cities pay for their law enforcement services, and budgeted to the Department's Contract Law Enforcement Bureau.
	TERMS (if applicable): 1 day (March 7, 2024)	
	Explanation: The seminar is a one-day event.	
PURPOSE OF REQUEST	Seek budget approval for the 2024 Contract Cities Educational Seminar.	
BACKGROUND (include internal/external issues that may exist including any related motions)	<p>Board approval of the recommended action will enable the Los Angeles County Sheriff's Department to execute an agreement with Crown Jewel of Pacific, dba Sheraton Cerritos Hotel, to host the 2024 Educational Seminar on March 7, 2024. The Educational Seminar is an on-going event that takes place every fiscal year.</p> <p>The Seminar will be attended by Contract City Managers, Public Safety Directors, and Department executives. Approximately 150 attendees participate in the Seminar, which includes catered meals. The Seminar is funded by all 42 contract cities through the Law Enforcement Consolidated Cost Model.</p>	
EQUITY INDEX OR LENS WAS UTILIZED	<input type="checkbox"/> Yes <input 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: This meeting relates to the County's Strategic Plan, Goal III.3, Operational Effectiveness/Fiscal Responsibility, by providing effective administration of the Department's Contract Cities Program	
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Julie Lowe, Sergeant (213) 229-1629 jalowe@lasd.org	



SHERATON

Cerritos Hotel

GROUP SALES AGREEMENT

Contract Issued: June 6, 2023

This agreement (the "Agreement") is made and entered into by and between **Sunstone Hotel Properties, Inc. as agent for Crown Jewel of Pacifica, dba Sheraton Cerritos Hotel, as agent for**, (hereinafter referred to as "Hotel") and Los Angeles County Sheriffs Department (hereinafter referred to as "Group"). This Agreement will become binding on both parties only after it is signed by both parties.

DESCRIPTION OF GROUP AND EVENT

Hotel shall provide accommodations for the following Event as pursuant to the terms and conditions of this Agreement:

Event Name: Los Angeles County Sheriff's Department

Group Contact Name: Julie Lowe
Group Contact Phone: (213) 229-1629
Group Contact E-Mail: jalowe@lasd.org
Group Contact Address: 211 W. Temple Street 7th Floor
Los Angeles CA 90012

Reference #: M-QGO6QSL

GROUP ROOM RESERVATIONS

Hotel agrees that it will provide, and Group agrees that either Group or guests attending the Event (as specified below) will purchase, 20 room nights in the Hotel in the following pattern (the "Room Block")

Attendees

Date	Day	King/Double
03/06/2024	Wed	20

Start Date	End Date	Room Type	Rate
03/06/2024	03/07/2024	King/Double	\$187

TAXES

The above rates do not include any applicable state or municipal taxes, fees or assessments. Group shall be responsible for any applicable taxes, fees or assessments, currently **12.2%**, the amounts of which are subject to change by applicable government agencies with or without notice. If Group is claiming tax-exempt status, then (1) Group must present all documentation required by Hotel and pay in the manner specified by Hotel and (2) Group hereby accepts all liability and agrees to indemnify Hotel for all taxes paid and all costs incurred, including attorney fees, if a taxing authority requires that Hotel remit tax for the room nights covered by this Agreement.

CUT-OFF DATE

After 02/16/2024 (the "Cutoff Date"), Hotel shall be permitted to release, for sale to the general public or to other groups, any room nights in the Room Block that have not been reserved as provided in this Agreement. Hotel will continue to accept reservations from Group's attendees after that date at the prevailing room rate, subject to availability. The release of room nights after the Cutoff Date shall not release Group from any liability for Sleeping Room Performance as provided in this Agreement.

COMMISSION

All rates are non-commissionable.

RESERVATIONS

Group must submit a room list to Hotel **02/14/2024** (the "Cutoff Date"). This list must indicate the name and "sharewiths" of each guest, the types of sleeping rooms desired (single, double) and the arrival and departure dates.

Room type preference (King or Double/Double) is required to accept each reservation. This information assists the Hotel in assigning the appropriate rooms for your guests. While these preferences are requests and not guarantees, every effort will be made to honor all guests' requests.

SLEEPING ROOM PAYMENT

A master account will be established for all guest rooms and tax.

Incidental expenses of Group members will be the responsibility of EACH GUEST. If Group is responsible for incidental expenses, all such expenses will either be estimated or pre-paid as set forth above, or shall be billed to the Master Account. If the individual guests are to be responsible for incidental expenses, the guest will be expected to leave a valid credit card deposit in the amount of \$25.00 with the hotel at the time of check-in. It will be Group's responsibility to inform its members of this requirement.

SLEEPING ROOM PERFORMANCE

Group acknowledges that if it holds the Event, but Group and/or guests attending the Event do not purchase the full amount of the Room Block, then Hotel will be harmed. Group also acknowledges that the actual amount of Hotel's damages from sale of less than the full amount of the Room Block would be difficult to calculate. Therefore, the parties agree that if the Event is held, but less than eighty percent (80%) of the Total Guestroom Revenue identified in the table above is generated, then Group shall pay Hotel, as liquidated damages and not as a penalty, an amount equal to the difference between the immediately aforementioned percentage of the Total Guestroom Revenue and the actual guestroom revenue generated during the Event, plus any applicable taxes (the "Sleeping Room Performance Fee"). Any Sleeping Room Performance Fee will be added to the Master Account.

FUNCTION ROOM AND CATERING SERVICES

Hotel shall make the following reservations of meeting spaces for group functions during the Event ("Functions"):

Date	Day	Start Time	End Time	Function Type	Setup	# People	Rental	Related Events
03/07/2022	Thur	7:00am	8:00am	Breakfast	Crescent Rounds	150	Waived with	Lakewood/Cypress
03/07/2022	Thur	8:00am	5:00pm	Meeting	Crescent Rounds	150	\$10,750.00++	Lakewood/Cypress
03/07/2022	Thur	12:00pm	1:00pm	Lunch	Crescent Rounds	150	F&B min	Lakewood/Cypress
03/07/2022	Thur	8:00am	5:00pm	Breakout Room	Theatre	40	\$750++	Artesia
03/07/2022	Thur	8:00am	5:00pm	Breakout Room	Theatre	40		La Palma
03/07/2022	Thur	8:00am	5:00pm	Breakout Room	Theatre	40	\$500++	Crystal B
03/07/2022	Thur	8:00am	5:00pm	Breakout Room	Theatre	40		Crystal C
03/07/2022	Thur	8:00am	5:00pm	Speaker Room	Special	10	Complimentary	Emerald

Hotel reserves the right to assign and change specific Function space at its discretion. Group must obtain final approval from Hotel before publishing function room names.

FUNCTION ROOM SET-UP AND OPERATION

Group must obtain advance written approval from Hotel before Group, or any independent contractor of Group, may set up its own equipment, displays or facilities for any Function. Group and/or any such contractor shall coordinate all such deliveries/set ups with sufficient advance notice to Hotel. Group will be responsible and shall indemnify Hotel for any damage that Group, or its employees, agents or contractors, causes to persons or property within Hotel arising out of or related to any property brought to Hotel's premises by Group or any contractor of Group or by setup or operation of any equipment, facilities or displays on the premises of Hotel by Group or any independent contractor of Group.

If there are extensive function room set-ups or elaborate staging, Hotel may charge additional set-up fees. If equipment is necessary that exceeds Hotel's inventory, then Group agrees to pay for the cost of renting the additional equipment. If any rigging is required, it must be arranged through the Hotel and Group shall be responsible for all rigging costs.

PROTECTIVE PROTOCOL EVENT CLAUSE

One of the Hotel's top priorities is to ensure the wellbeing of our guests and associates. The hotel will act in accordance with state and local directives to ensure everyone's health and safety. Accordingly, the Hotel has carried out extensive training and implemented protocols designed by {the brand} and management for all associates relative to cleaning programs, guest interactions and the requirement that personal protective equipment be used at all times. Group Event coordinators and Group attendees/guests agree to follow all current guidelines and regulations, including wearing face coverings and practicing social distancing at all times that they are on hotel property. The Hotel reserves the right to remove associates from the servicing of your event, should these requirements not be followed. Should the Group or any attendees breach this clause, the Hotel may terminate the Event immediately without any liability or penalty. Group agrees to indemnify Hotel, the owner of the premises, and the management company hired by the owner of the premises, for any fines, liabilities, penalties, costs, including attorney's fees, assessed against the Hotel as a result of Group or Group's attendees breach of this clause.

_____Group Acknowledgement (please initial)

OUTSIDE CONTRACTORS

If Group intends to use the services of any contractor unaffiliated with Hotel to provide any services within the Hotel's premises before, during or after the Event (including, without limitation, security companies, decorators, florists and audio-visual service providers), Group shall provide written notice to Hotel at least 30 days before the Arrival Date identifying the contractor(s), and the contractor(s) shall not be allowed onto the premises of the Hotel without Hotel's advance written consent. If Hotel is required under any collective bargaining agreement, requirements contract or any other contract to incur any expense if a particular service provider or set of employees does not perform services that Group wishes to perform itself or to have performed by an outside contractor, then Group shall be responsible for these expenses, which shall be added to the Master Account. Hotel may require a representative any outside contractor invited to Hotel by Group to sign a release and indemnification of Hotel, in a form provided by Hotel and to provide evidence of insurance reasonably acceptable to Hotel. Hotel will provide Group a copy of its standard form for this purpose upon request.

EXHIBITORS

a. If one or more exhibitors that are not owned or operated by Group (each an "Exhibitor") will be displaying Exhibits (defined below) on the premises of the Hotel during the Event, then Hotel may require a representative of each Exhibitor to sign a release and indemnification of Hotel, in a form provided by Hotel. Hotel will provide Group a copy of its standard form for this purpose upon request. Upon request by Hotel, on any Cutoff Date, on the Arrival Date and promptly at the end of the Event, Group shall provide Hotel a current list of all Exhibitors. The layout of all function spaces for Exhibits shall be determined by Hotel in consultation with Group. Group shall be solely responsible for assigning particular Exhibit spaces to particular Exhibits. However, if requested by Hotel, Group shall provide Hotel advance written notice of these assignments.

AFFILIATED GROUPS

The parties acknowledge that there may be persons or groups attending the Event who may wish to schedule additional meetings before, during or after the Event ("Affiliated Groups"). Any Affiliated Groups will be expected to pay for the use of function space requested at the Hotel's published rates. The function space identified above is solely for use by Group and may not be resold or assigned by Group to any other person or entity without the advance written consent of Hotel. Any purchase of food and beverages and booking of sleeping rooms by any Affiliated Group shall not be credited toward Group's fulfillment of its obligations under this Agreement.

FUNCTION ROOM USAGE FEES

For each Function, Hotel will charge Group the Function Room Usage Fee identified above. Function Room Usage Fees are subject to all applicable local and state taxes. If Group seeks to modify the Room Block or the size or number of Functions, Hotel reserves the right to increase the Function Room Usage Fees. [If this option is used, the "Function Room Usage Fee" column in the above table should be filled out. If not, the column should be deleted.]

ADDITIONAL FOOD AND BEVERAGE POLICIES

Unless otherwise agreed by the parties in advance and in writing, all food and beverage served on the premises of Hotel must be supplied and prepared by Hotel. In addition, no remaining food or beverage shall be removed from the premises of the Hotel. At the conclusion of any Function, such food and beverage shall become the property of Hotel.

Menu prices will be confirmed no later than **01/03/2024**. Food and Beverage prices shall be quoted exclusive of any applicable taxes and Administrative Charges. Group shall be responsible for all such taxes. Group must submit final menu selections to Hotel no later than **02/16/2024** (the "Menu Deadline").

The House Charges do not constitute a gratuity or tip for Hotel staff. No portion of the Administrative Charges will be distributed to Hotel staff who provide services during the Event. Group will have the option, when providing the final Event payment, to add gratuity that will be distributed to the Hotel staff that provided services during the Event. Group or Group's Attendees may also provide gratuities to Hotel staff during the Event.

If Group fails to respond, by the Menu Deadline, to any menu proposals submitted by Hotel to Group for any Function, then Hotel may (a) deem as approved by Group any menu proposals it has submitted to Group or, (b) if Hotel has not submitted any such proposals, make its own selections. Other than specifically stated in the approved menu or otherwise agreed in a separate writing signed by Group and an authorized representative of Hotel, Hotel will not be responsible for any specific dietary requests or requirements.

Group must notify Hotel of the final attendance count for each Function no later than noon of the Menu Deadline. Hotel shall be prepared to serve 5% percent attendees than the final count for any Function. If Group fails to notify Hotel of the final attendance count for an Event by the Menu Deadline, the final attendance count shall be deemed to be the number designated for such Function in this Agreement. Group shall have no discretion to reduce the final attendance count for any Function after the Menu Deadline, and will be charged based on the final attendance count irrespective of the number of people who actually attend the Function.

If Hotel, at its discretion, presents a copy of the Master Account to an Authorized Representative of Group during the Event, the Authorized Representative shall review the Master Account before the end of the Event, and shall sign the Master Account if all charges therein are consistent with this Agreement and otherwise acceptable. Any such presentation or acceptance of the Master Account shall not prohibit Hotel from making later adjustments to the Master Account if such adjustments are consistent with this Agreement.

FUNCTION AND OTHER EVENT-RELATED CHARGES

Group will be responsible for all other charges incurred pursuant to this Agreement, including (without limitation) any Function Room Usage Fees, audio visual charges, fees for food and beverage at Functions. All such charges shall be billed to Group's Master Account will and be subject to applicable sales tax and Administrative Charges.

FOOD AND BEVERAGE PERFORMANCE

The rates and concessions contained in this Agreement are based in part on the booked or anticipated Functions, and the Total Anticipated Food and Beverage Revenue identified above. Group acknowledges that if it holds the Event, but does not generate the Total Anticipated Food and Beverage Revenue (whether due to cancellation of Functions, reduced attendance of such Functions or otherwise), then Hotel will be harmed, and that the precise amount of such harm would be difficult to calculate. Therefore, the parties agree that if the Event is held, but less than \$8,500 Dollars (the "Food and Beverage Minimum") is generated from sales of food and beverages at Functions, not including any, tips, tax, audio-visual, parking or any other miscellaneous charges, and also not including any revenue from individual sales of food and beverage ordered by guests attending the Event, outside of Functions (the "Food and Beverage Revenue"), then Group shall pay Hotel, as liquidated damages and not as a penalty, an amount equal to the difference between the Food and Beverage Minimum and the actual Food and Beverage Revenue generated during the Event (the "Food and Beverage Performance Fee"). Any Food and Beverage Performance Fee will be added to the Master Account. In addition to any Food and Beverage Performance Fee, Group shall be responsible for any amount of the Function Room Usage Fee required above. The Food and Beverage Performance Fee [and the Function Room Usage Fees] shall be added to the Master Account.

GROUP'S MASTER ACCOUNT

The term "Master Account" means a running invoice that includes all amounts payable by Group to Hotel under any provision of this Agreement. At least forty-five (45) days before the Arrival Date, Group will identify to Hotel, in writing, at least one representative of Group who will be present on the premises of Hotel throughout the Event (each an "Authorized Representative"). Group hereby authorizes each Authorized Representative to incur charges to the Master Account, for example by signing banquet event orders. The following individual(s), whether or not they are present at the Event, shall have authority to incur charges to the Master Account: _____.

METHOD OF PAYMENT

The method of payment of the Master Account will be established upon approval of Los Angeles County Sheriffs Department credit. If credit is approved, the outstanding balance of Los Angeles County Sheriffs Department Master Account (less any advance deposits and exclusive of disputed charges) will be due and payable upon receipt of invoice.

Los Angeles County Sheriffs Department will raise any disputed charge(s) within 10 days after receipt of the invoice. The Hotel will work with Los Angeles County Sheriffs Department in resolving any such disputed charges, the payment of which will be due upon receipt of invoice after resolution of the dispute. If payment of any invoice is not received within thirty (30) days of the date on which it was due, Hotel will impose a finance charge at the rate of the lesser of 1-1/2% per month (18% annual rate) or the maximum allowed by law on the unpaid balance commencing on the invoice date.

Los Angeles County Sheriffs Department has indicated that it has elected to use the following form of payment:

- ☐ Cash, money order, or other guaranteed form of payment
- ☐ Credit card (We accept all major credit cards)
- ☐ Company check or Electronic Funds Transfer[
- ☐ _____[agreed alternative]

Los Angeles County Sheriffs Department may not change this form of payment.

In the event that credit is not approved, Los Angeles County Sheriffs Department agrees to pay an advance deposit in an amount to be determined by the Hotel in its reasonable discretion.

A secured online credit card authorization form will be provided via email for the client to complete. This form must be completed along with the signed agreement.

BILLING ARRANGEMENTS

The following billing arrangements apply: All Charges to Master

DEPOSIT SCHEDULE

Date	Amount Due
November 20, 2023	\$9,000.00
(April 6, 2024 on or before) 30 days	Remaining Balance

Group will make an advance payment to Hotel in the amount of **\$9,000.00** Dollars (the “Deposit”). The full amount of the Deposit shall be no later than **1/03/2024**. Hotel will credit the Deposit against the Master Account. Hotel will return any unused portion of the Deposit to Group no later than thirty (30) days after the Event or application of any Cancellation Fee, as applicable. Hotel may cancel the Event and terminate the Agreement immediately and without liability if Group fails to make any Deposit payment required by this Agreement. Hotel reserves the right to invoice Group for any amount by which the Master Account exceeds the total of any Deposit made by Group.

OUTSTANDING BALANCE

Any outstanding balance of the Master Account will be due and payable by Group upon receipt of an invoice from Hotel. If payment is not received within thirty (30) days, a finance charge equal to the lesser of one and one half percent (1-1/2%) per month (18% Annual Rate) and the maximum allowed by law will be added to the unpaid balance commencing on the invoice date. Any payment by Group or acceptance by Hotel of an amount less than any amount due by Group shall be deemed solely as a partial payment of the full amount due. No endorsement or statement on any check or any letter accompanying any payment shall be deemed an accord and satisfaction, and Hotel may accept such check or payment without prejudice to Hotel’s right to recover the balance of all amounts due or pursue any other remedies available to Hotel under this Agreement or in law or in equity.

CANCELLATION

The following table contains an estimate (which the parties acknowledge and agree is reasonable) of the revenue to be generated from this Event. The table itself is not intended to warrant that the Event will generate these amounts of revenue. Neither is the table intended to prevent Hotel from generating more than these amounts of revenue from the Event.

Summary of Revenue Anticipated by Hotel from the Event

Summary of Revenue Anticipated by Hotel from the Event	
Total Anticipated Sleeping Room Revenue	\$3,750.00
Total Anticipated Food and Beverage Revenue	\$10,750.00
Anticipated Function Room Usage Fees	\$1,250.00
Total Anticipated Event Revenue**	\$15,750.00
**This figure does not include gratuities, taxes or fees for services by any authorized outside vendors.	

Group acknowledges that if it cancels or otherwise substantially abandons the Event (a “Cancellation”), Hotel will be harmed. Group further acknowledges that the later Group notifies Hotel of a Cancellation, the more harm Hotel will likely incur, because Hotel will have less time to mitigate its damages by marketing the sleeping room nights and function rooms to other customers and individual guests. Group also acknowledges that the actual amount of Hotel’s damages from any Cancellation would be difficult to calculate. Therefore, the parties agree that if a Cancellation should occur for any reason (including Group’s relocation of the Event to another hotel or resort), then Group shall pay Hotel, as liquidated damages and not as a penalty, the applicable amount identified below, plus any applicable taxes (a “Cancellation Fee”).

Date of Written Cancellation Notice Amount of Cancellation Fee

Notice of Cancellation Received	% of cancellation charge	Revenue
From signing date to November 2, 2023	25	\$3,937.50
November 3, 2023-January 2, 2024	50	\$3,937.50
January 3, 2024 to arrival date	100	\$15,750.00

Group must provide Hotel any notice of a Cancellation in writing. If Group does not provide written notice of any Cancellation, then Hotel may assess any higher Cancellation Fee owed under the above schedule at the time it receives written confirmation of the Cancellation or the highest amount identified above if it receives no written confirmation. The parties agree that the amounts in the above schedule are based on reasonable estimates of Hotel’s harm from Cancellation. Any Cancellation Fee will be added to the Master Account. Any Cancellation Fee shall be due and payable immediately upon Cancellation.

FORCE MAJUERE

Either party may cancel the Event without liability to the other party upon the occurrence of any event or circumstance beyond the control of such party, including acts of God, declared war in the United States, acts of terrorism in the city where the Hotel premises is located, government regulations, disaster, strikes or civil disorder, to the extent that such event or circumstance makes it illegal or impossible Hotel to provide, or for groups in general to use, the premises of Hotel. The Event cannot be cancelled under this section because of general economic conditions, including (without limitation) any recession or governmental budget cut. Either party that wishes to cancel the Event pursuant to this section must provide written notice to the other party identifying the event or circumstance that is the basis for such cancellation as soon as practicable after learning about such event or circumstance. If the Event is duly cancelled under this Section, then Hotel shall, within thirty (30) days after such cancellation, refund any deposits made by Group.

SIGNS AND DISPLAYS/ USE OF HOTEL'S NAME

Group shall not display signs in Hotel or use the name or logo of the Hotel or any franchisor of Hotel in any promotional materials without prior written approval of the General Manager of the Hotel. Group further agrees that no sign, banner or display shall be affixed to any part of the Hotel without the prior written consent of Hotel. Group will be responsible for the cost of repairing any damages caused to the walls, fixtures or carpet caused by any such sign, banner or display.

SECURITY

Hotel may, in its sole and absolute discretion, require additional security procedures, at Group's sole expense, because of the size or nature of the Event or any Function. These procedures may include the assignment by Hotel of additional security personnel employed by Hotel or Hotel's independent contractor (which may be the local police department). Hotel may allow Group to retain an outside security service provider that is approved in writing by Hotel prior to the Event or the applicable Function. If Group hires an outside security service provider, Group must provide Hotel with a copy of its agreement with the service provider, which shall indemnify Hotel, its owner, its management company and their respective parents, subsidiaries and affiliates, and all of their respective owners, members, partners, directors, officers, employees, representatives and agents, from and against any liabilities related to the security services. Under no circumstances shall any armed security personnel be permitted onto the premises of Hotel without Hotel's advanced written approval, which Hotel may withhold in its sole and absolute discretion.

SHIPPING AND PACKAGES

If Group will be shipping packages to Hotel, Group must notify Hotel at least one week in advance. Each package sent to Hotel must include the name of Group, the Arrival Date and the number of items contained in the package. Each package should arrive no earlier than three (3) days before the Arrival Date. Hotel reserves the right to add storage fees to the Master Account for any packages that arrive earlier. Hotel shall have no liability for the delivery, security or condition of the packages.

NOTICES

All notices, offers, acceptances, requests and other communications hereunder shall be in writing and shall be deemed sufficient if hand delivered (against receipt) or sent by a commercially recognized express delivery service (e.g. FedEx or UPS), or certified or registered U.S. Mail, postage prepaid, to the Group Contact, at the address for the Group Contact, both identified on the first page of this Agreement; or, if to Hotel, to the street address of the Hotel premises to the attention of its General Manager, with a copy to Interstate Hotels & Resorts, Inc., 4501 N. Fairfax Drive, Suite 500, Arlington, VA 22203, Attn: General Counsel. Hotel may change Hotel's designated contact at any time upon notice. Hotel will not be bound by any notice unless delivered to Hotel in the manner specified herein.

DAMAGE TO HOTEL PREMISES

To the fullest extent permitted by law, Group assumes full responsibility for any damage done to the Hotel during your Event or any setup for the Event or disassembly after the Event, to the extent that such damage is caused by Group, its employees, guests, agents, or contractors (other than Hotel and its subcontractors), including any damage resulting from the installation, placement, and removal of Group's displays, equipment, exhibits, or other items.

INDEMNIFICATION

Group shall indemnify, defend and hold harmless Hotel, its owner, its management company, their respective affiliates and all of their respective officers, directors, partners, members and employees from and against all demands, suits, judgments, settlements, claims, damages to persons and/or property, fines, liens, losses and other liabilities, including reasonable attorneys' fees (collectively "Claims") arising out of related the negligence or intentional misconduct of Group, its contractors or exhibitors, or their respective employees, agents, contractors or attendees. Group does not waive, by reason of this section, any defense that it may have with respect to such Claims.

DISTURBANCES

Group agrees that its use of assigned Function spaces will not create any unreasonable disturbance to other guests or meetings, such as excessive noise, smoke, fog or offensive smells. Neither Group nor its contractors will use such features without advance approval of Hotel.

ADDITIONAL REMEDIES

If this Agreement is one of a group of (any two or more) agreements between Hotel and Group and/or any of Group's affiliates for Hotel to host events, then Hotel reserves the right to terminate this Agreement and/or other agreement(s), without liability to Hotel, if (a) Group (or, if applicable, its affiliate) fails to timely pay any amounts due and owing under, or commits any other material breach of its obligations under, this Agreement or any of the other agreements; or (b) Group, its affiliate or any of their respective employees, agents or contractors causes damage or disruption to the Hotel's premises, operations, guests or reputation. Notice of any such termination by the Hotel shall be made to Group in writing. If Hotel cancels the Event pursuant to this section, Group shall be responsible for the applicable Cancellation Fee as if Group cancelled the Event. If, pursuant to this section, Hotel cancels any other event(s) it had booked for Group or one or more affiliates of Group, then Group shall be responsible for any applicable cancellation fee(s) provided for under the applicable agreement(s).

GROUP'S PROPERTY

Group agrees Hotel will not be responsible for the safe-keeping of equipment, supplies, written material or other valuable items left in meeting rooms, sleeping rooms or anywhere on Hotel's premises. Group is responsible for securing any such aforementioned items and hereby assumes responsibility for loss thereof. Group may not rely on any verbal or written assurances provided by Hotel staff, other than as provided in this Agreement. Property of Group is the sole responsibility of Group and/or its owner. Group warrants that it has procured sufficient insurance to cover the loss of such property and waives any claims under Hotel's insurance policy for the loss of Group's property or the property of any of its attendees or invitees.

CHOICE OF LAW

This Agreement will be interpreted in accordance with the laws of the state in which Hotel premises is located, without giving effect to any conflict-of-law principles thereof that would result in application the laws of any other state.

DISPUTE RESOLUTION

The parties shall exercise commercially reasonable efforts to informally and timely resolve any dispute arising under or related to this Agreement before commencing litigation, unless the litigation seeks emergency injunctive relief.

Any action between the parties arising out of or related to this Agreement shall be filed solely in the United States District Court for the district in which the premises of Hotel is located or, if subject matter jurisdiction in that court is lacking, in a state court in whose jurisdiction Hotel is located. Each of the parties hereby consents to the personal jurisdiction of these courts and venue of any such action in these courts, and hereby waives any objection based on the doctrine of *forum non conveniens* to any such action being adjudicated by any such court.

If any action by either party against the other to enforce its rights under this Agreement, including (without limitation) any litigation and/or other efforts to collect any payments due under this Agreement, the non-prevailing party shall be responsible for the prevailing party's costs related to such action, including (without limitation) reasonable attorneys' fees and expenses, collection costs and pre- and post-judgment interest.

THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY, INTENTIONALLY AND MUTUALLY WAIVE ANY RIGHT TO A TRIAL BY JURY IN ANY CIVIL ACTION BASED ON, ARISING FROM OR IN CONNECTION WITH THIS AGREEMENT, THE EVENT, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (VERBAL OR WRITTEN) OR ACTIONS BY THE PARTIES.

MARRIOTT BONVOY EVENTS

Marriott Bonvoy Events provides Points or Miles to eligible Marriott Bonvoy Members who book and hold qualifying meetings and events at Participating Properties.

Approximately ten (10) business days after the conclusion of the Event (provided that the Event is not cancelled and Los Angeles County Sheriffs Department has otherwise complied with the material terms and conditions of this Agreement), the Hotel will award Points or Miles to the Member and relevant account identified below. By inserting the airline frequent flyer account information, the recipient elects to receive Miles instead of Points.

Marriott Bonvoy Events is not available in certain circumstances, including (1) for any government employee or official booking a government event (U.S. government event or non-U.S. government event); (2) for any employee of a state-owned or state-controlled entity ("SOE") booking an event on behalf of the SOE; or (3) for any other planner or intermediary when booking an event on behalf of a non-U.S. governmental entity or SOE. Hotels in the Asia Pacific region are restricted from awarding Points or Miles to any intermediary booking an event on behalf of any governmental entity or SOE.

GROUP MUST CHECK ONE OPTION BELOW:

☐ The Contact (as identified on page 1 of this Agreement or the Authorized Signer of this Agreement) is eligible to receive Points or Miles.

Member Name _____
Marriott Bonvoy Membership Number _____

*If Miles are desired instead of Points, please also provide:

Participating airline name _____
Participating airline frequent flyer account number _____

OR

☐ The Contact (as identified on page 1 of this Agreement or the Authorized Signer of this Agreement) declines or is not eligible to receive Points or Miles and hereby waives the right to receive Points or Miles in connection with the Event.

The individual identified above to receive either Points or Miles may not be changed without such individual's prior written consent. The number of Points or Miles to be awarded shall be determined pursuant to the Marriott Bonvoy Terms and

Conditions (the “Terms and Conditions”), as in effect at the time of award. All Marriott Bonvoy Terms and Conditions apply. The Terms and Conditions are available on-line at <https://www.marriott.com/loyalty/terms/default.mi> and may be changed at the sole discretion of Marriott International, Inc. at any time and without notice. Capitalized terms used in this section have the meanings given to them in the Terms and Conditions.

ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties with respect to the Event and supersedes any previous agreements, communications, representations or agreements, whether written or oral. Any modifications, additions or corrective lining out made on this Agreement will not be binding unless such modifications have been signed or initialed by both parties. Any amendments to this Agreement must be made in writing and signed by authorized representative of each party. For the avoidance of doubt, this section shall not prevent Group from ordering particular or additional services from Hotel through a banquet event order or other document signed by an Authorized Representative.

NO ASSIGNMENT

Neither party may assign or transfer this Agreement or any of its rights (other than rights to receive payments) or obligations hereunder without the written consent of other party, unless the assignment is to an affiliate of the assigning party pursuant to an internal reorganization or acquisition of the assigning party, or the assignment is made to an entity that acquires all or substantially all of the assigning party’s assets. Any attempted assignment or transfer by Group without such consent may, at the option of Hotel, be deemed to be a Cancellation, in which case Group shall be liable for a Cancellation Fee set forth herein.

MISCELLANEOUS

Each person signing this Agreement warrants that he or she is authorized to bind the party for which he or she is signing. Any provision of this Agreement that is deemed unenforceable shall be ineffective to the extent of such unenforceability without invalidating or rendering the remainder of this Agreement invalid. Each party shall execute such other and further documents as may be necessary to carry out the intention as well as to comply with the provisions of this Agreement. The failure of either party to insist, at any time, on strict performance of any terms or conditions of this Agreement, or to exercise any option, right or remedy contained in this Agreement, shall not be construed as a waiver or as a relinquishment for the future of such term, condition, option, right or remedy. No waiver by either party of any term or condition hereof shall be deemed to have been made unless expressed in writing and signed by such party.

ACCEPTANCE

When presented by the Hotel to Los Angeles County Sheriffs Department, this document is an invitation by the Hotel to Group to make an offer. Upon signature by Los Angeles County Sheriffs Department, this document will be an offer by Group. Only upon signature of this document by all parties will this document constitute a binding agreement. Unless the Hotel otherwise notifies Group at any time prior to Group’s execution of this document, the outlined format and dates will be held by the Hotel for Los Angeles County Sheriffs Department on a first-option basis until **August 15, 2023**. If Group cannot make a commitment prior to that date, this invitation to offer will revert to a second-option basis or, at the Hotel’s option, the arrangements will be released, in which case neither party will have any further obligations.

Upon signature by both parties, Los Angeles County Sheriffs Department and the Hotel shall have agreed to and executed this Agreement by their authorized representatives as of the dates indicated below.

SIGNATURES

Approved and authorized by Los Angeles County Sheriffs Department:

Name: (Print) _____

Title: (Print) _____

Signature: _____

Date: _____

Approved and authorized by Hotel:

Name: (Print) Irene Fitting

Title: (Print) Director of Catering

Signature: _____

Date: _____



GEORGE GASCÓN
LOS ANGELES COUNTY DISTRICT ATTORNEY

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

August 8, 2023

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

Dear Supervisors:

**AUTHORIZE THE DISTRICT ATTORNEY'S OFFICE
TO COMPLETE THE APPLICATION PROCESS AND ACCEPT GRANT FUNDS
FROM THE CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES
FOR THE VICTIM WITNESS ASSISTANCE PROGRAM
FOR THE PERFORMANCE PERIOD
BEGINNING OCTOBER 1, 2023 AND ENDING SEPTEMBER 30, 2024
(ALL DISTRICTS) (3-VOTES)**

SUBJECT

This Board Letter requests authority for the County of Los Angeles District Attorney's Office (LADA) to complete the grant application process for continued grant funding for the Victim Witness Assistance (VW) Program for the performance period beginning October 1, 2023, and ending September 30, 2024. The VW program with Subaward number VW23 42 0190 is supported with federal and state funds. Federal funds are made possible through the United States Department of Justice (DOJ), Victims of Crime Act (VOCA), Victim Assistance Formula Grant Program 15POVC-22-GG-00708-ASSI and 2023-(to be announced later) with Assistance Listing number 16.575. State funds are made possible through the California Governor's Office of Emergency Service (Cal OES) ID number 037-00000-19 pursuant to California Penal Code section 13835, Public Safety Programs, Victim Witness Assistance (VWA0) with Federal Information Processing Standard (FIPS) code number 06037-00000. Applicants are required to submit the necessary assurances and documentation with the grant application. Therefore, LADA requests that the Chair sign the attached Certification of Assurance of Compliance Form as required by the grantor.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Authorize LADA to complete the grant application process with the Cal OES for grant funds for the performance period beginning October 1, 2023, and ending September 30, 2024, in

the amount of \$8,714,343. This amount includes VOCA 2022 federal funds of \$3,941,730, VOCA 2023 federal funds of \$3,885,954 and VWA0 2023 state funds of \$886,659.

2. Authorize LADA to extend the long-standing sub-grantee agreement (copy attached) with the Los Angeles City Attorney's Office (LACA) for the provision of victim services within the city of Los Angeles. Funding for the performance period of October 1, 2023, to September 30, 2024, is as follows: LADA shall receive \$2,956,298 in VOCA 2022 federal funds, \$2,914,466 in VOCA 2023 federal funds plus \$664,994 in VWA0 2023 state funds for total funding of \$6,535,758; LACA shall receive \$985,432 in VOCA 2022 federal funds, \$971,488 in VOCA 2023 federal funds plus \$221,665 in VWA0 2023 State funds for total funding of \$2,178,585 (25 percent of the total grant award) as a contract sub-grantee. The Cal OES shall waive \$985,433 VOCA 2022 and \$971,489 VOCA 2023 match requirement for this grant. Therefore, the total cost of the VW program excluding the in-kind and/or cash match is \$8,714,343.
3. Request the Chair of the Board of Supervisors to sign and affix a wet, stamp, or electronic signature to the attached Grant Subaward Certification of Assurance of Compliance form required to complete the grant application.
4. Delegate authority to the District Attorney (DA) or designee, upon award of grant funding by Cal OES, to accept and execute the Grant Award Agreement and serve as Project Director for the program. This also includes authorization to approve subsequent amendments, modifications, and/or extensions to the Cal OES grant agreements that have no net County cost impact to the County.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended actions is to continue the commitment of LADA's Bureau of Victim Services (BVS) to assist victims of crime by alleviating trauma and the devastating effects of crime on the victims themselves as well as their families.

On March 27, 2023, Cal OES released a Request for Application (RFA) for the VW program with the performance period of October 1, 2023, to September 30, 2024. The BVS is the major service provider for crime victims, their families, and witnesses in Los Angeles County (County) and meets the eligibility requirements to apply for continuation funding. A funding chart included in the RFA designated \$8,714,343 in federal and State funding for Los Angeles County, with a local match requirement of \$1,956,922, and an option for match waiver up to 100 percent which would reduce the total program cost to \$8,714,343. All grant awards must be expended by September 30, 2024. As part of the application process, applicants are required to complete a Grant Subaward Certification of Assurance of Compliance form which includes details regarding Proof of Authority by the Governing Board, Civil Rights Compliance, Equal Employment Opportunity, Drug-Free Workplace Act of 1990, California Environmental Quality Act, and Lobbying.

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

IMPLEMENTATION OF STRATEGIC PLAN GOALS

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

FISCAL IMPACT/FINANCING

LADA's application requests grant funding in the amount of \$8,714,343 with a waived local match requirement of \$1,956,922, for a total program cost of \$8,714,343 for the performance period of October 1, 2023, to September 30, 2024. Of this amount LADA shall receive \$5,870,764 in federal funds plus \$664,994 in State funds for total funding of \$6,535,758. LACA shall receive \$1,956,920 in federal funds plus \$221,665 in State funds for total funding of \$2,178,585 (25 percent of the total grant award) as a contract sub-grantee. The Cal OES shall waive \$1,956,922 VOCA match requirement for this grant. Therefore, the total cost of the VW program excluding the in-kind and/or cash match is \$8,714,343. Funding in the amount of \$6,535,758 is included in the FY 2023-24 Final Adopted Budget, and there is no net County cost impact associated with the proposed grant award.

If funding for this program were curtailed or terminated, an evaluation would be conducted to determine whether the program would either be continued, with costs absorbed by LADA, or discontinued with staff attrition or reallocation to vacant budgeted positions. Payments by the County to the City, as a contract sub-grantee, are contingent upon the availability of federal and state funding. If the County does not receive the full amount from the federal and State governments, the City has acknowledged that its portion of the grant will be reduced in an amount to be determined by LADA.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

LADA, as the major provider of victim services, has administered the VW program through a decentralized, prosecution-based program pursuant to Penal Code section 13835.2 for over forty years. The BVS is responsible for the VW program, as well as several other programs, which provide mandatory and optional victim services throughout the County.

The VW program is structured to meet the needs of victims and witnesses as they enter the criminal justice system, and to help stabilize them emotionally and financially, so that trauma can be minimized. As mandated by statute, 68 Victim Services Representatives provide direct services to victims of all types of crimes. They assist a large number of victims living in poverty

who have immediate needs for intensive assistance, including basic subsistence, witness protection, and relocation. The growing number of people living in poverty in the County, particularly children and elders, contributes to the increased demand for victim services. Additionally, the high number of violent crimes in the County creates a crucial need for specialized victim advocacy services, including assistance to the families of homicide victims, victims of gang-related crimes, and child victims.

Currently, the BVS provides victim services at 48 victim service centers. The City Attorney's Victim Assistance Program operates 19 victim service centers staffed by 18 Victim Service Coordinators.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

This program does not propose attorney staff augmentation. Therefore, 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 of the Board is requested to return two copies of the adopted Board letter and two Cal OES Certification of Assurance of Compliance Forms, with a wet, stamp, or electronic signature, to Mr. Anh Vo of LADA's Grants and Contracts Section at 211 West Temple Street, Suite 200, Los Angeles, California 90012-3205.

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

Respectfully submitted,

GEORGE GASCÓN
District Attorney

av

Enclosures

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

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

Department	DISTRICT ATTORNEY'S OFFICE
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Grant Project Title and Description	VICTIM WITNESS ASSISTANCE PROGRAM (VWAP)
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The VWAP has been the major provider of comprehensive services to victims of crime since 1977. This program was established to create a decentralized, prosecution-based victim assistance program throughout Los Angeles County to assist victims of all types of crime. The District Attorney's Office maintains a close working relationship with its contract subgrantee, the Los Angeles City Attorney, and has maintained long-term professional relationships with law enforcement and prosecutors. VWAP sets goals each year and provides services to approximately 25,000 victims annually.

Funding Agency	Program (Fed. Grant #/State Bill or Code #)	Grant Acceptance Deadline
CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES	PENAL CODE §13835 et seq.	Jun-30-2023

Total Amount of Grant Funding	\$8,714,343	County Match	\$0
Grant Period	Begin Date: October 1, 2023	End Date:	September 30, 2024
Number of Personnel Hired Under This Grant	Full Time: 65	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	___
Will all personnel hired for this program be placed on temporary ("N") items?	Yes	<u>X</u>	No	___
Is the County obligated to continue this program after the grant expires?	Yes	___	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	___	No	<u>X</u>
b.) Identify other revenue sources (describe below)	Yes	___	No	<u>X</u>

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


Impact of additional personnel on existing space:

None

Other requirements not mentioned above:

None

Department Head Signature


 GEORGE GASCÓN

Date

6-26-23

Grant Subaward Certification of Assurance of Compliance

Subrecipient: _____

	Cal OES Program Name	Grant Subaward #:	Grant Subaward Performance Period
1			
2			
3			
4			
5			
6			

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

I. **Proof of Authority – SRH 1.055**

The Subrecipient certifies they have written authority by the governing board (e.g., County Board of Supervisors, City Council, or Governing Board) granting authority for the Subrecipient/Official Designee (see Section 3.030) to enter into a specific Grant Subaward (indicated by the Cal OES Program name and initial Grant Subaward performance period) and applicable Grant Subaward Amendments with Cal OES. The authorization includes naming of an Official Designee (e.g., Executive Director, District Attorney, Police Chief) for the agency/organization who is granted permission to sign Grant Subaward documents on behalf of the Subrecipient. Written proof of authority includes one of the following: signed Board Resolution or approved Board Meeting minutes.

II. **Civil Rights Compliance – SRH Section 2.020**

The Subrecipient acknowledges awareness of, and the responsibility to comply with all state and federal civil rights laws. The Subrecipient certifies it will not discriminate in the delivery of services or benefits based on any protected class and will comply with all requirements of this section of the SRH.

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

The Subrecipient certifies it will promote Equal Employment Opportunity by prohibiting discrimination or harassment in employment because of any status protected by state or federal law and will comply with all requirements of this section of the SRH.



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

The Subrecipient certifies it will comply with the Drug-Free Workplace Act of 1990 and all other requirements of this section of the SRH.

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

The Subrecipient certifies that, if the activities of the Grant Subaward meet the definition of a "project" pursuant to the CEQA, Section 20165, it will comply with all requirements of CEQA and this section of the SRH.

VI. Lobbying – SRH Sections 2.040 and 4.105

The Subrecipient certifies it will not use Grant Subaward funds, property, or funded positions for any lobbying activities and will comply with all requirements of this section of the SRH.

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

CERTIFICATION

I, the official named below, am the same individual authorized to sign the Grant Subaward [Section 15 on Grant Subaward Face Sheet], and hereby affirm that I am duly authorized legally to bind the Subrecipient to the above-described certification. I am fully aware that this certification, executed on the date, is made under penalty of perjury under the laws of the State of California.

Official Designee's Signature: _____

Official Designee's Typed Name: GEORGE GASCON

Official Designee's Title: DISTRICT ATTORNEY

Date Executed: 6-5-23

APPROVED AS TO FORM:
Dawyn R. Harrison
County Counsel

By _____

EP

Deputy County Counsel

AUTHORIZED BY:

I grant authority for the Subrecipient/Official Designee to enter into the specific Grant Subaward(s) (indicated by the Cal OES Program name and initial Grant Subaward performance period identified above) and applicable Grant Subaward Amendments with Cal OES.

☐ City Financial Officer

☐ County Financial Officer

☐ City Manager

☐ County Manager

☒ Governing Board Chair

Signature: _____

Typed Name: JANICE HAHN

Title: CHAIR, COUNTY OF LOS ANGELES BOARD OF SUPERVISORS

Date Executed: _____

COUNTY OF LOS ANGELES
STATE OF CALIFORNIA
AGREEMENT FOR
THE VICTIM WITNESS ASSISTANCE PROGRAM

This **AGREEMENT** is made and entered into this 1st day of October, 2023, in the City of Los Angeles, California, by and between the **COUNTY OF LOS ANGELES**, a county and political subdivision of the State of California (hereinafter referred to as the **COUNTY**), and the **CITY OF LOS ANGELES**, a chartered municipality organized under the laws of the State of California (hereinafter referred to as the **CITY**), collectively referred to as the **PARTIES**;

WHEREAS, the **COUNTY**, pursuant to Penal Code Section 13835, *et seq.*, has designated its Office of the District Attorney through its Victim Witness Assistance Program as a major provider of comprehensive services to victims and witnesses of all types of crimes; and

WHEREAS, the State of California Governor's Office of Emergency Services (hereinafter referred to as **Cal OES**) has awarded the **COUNTY** funds through its Victim Witness Assistance (VW) Program in the amount of \$8,714,343 to provide Victim Witness services, of which \$6,535,758 will be utilized by the **COUNTY** and the remaining portion of \$2,178,585 will be allocated to the **CITY**, as a contract sub-grantee, for the performance period beginning October 1, 2023 and ending September 30, 2024; and

WHEREAS, VW program with Subaward number VW23 42 0190 is supported with federal and state funds. Federal funds are made possible through the United States Department of Justice (DOJ), Victims of Crime Act (VOCA), Victim Assistance Formula Grant Program 15POVC-22-GG-00708-ASSI and 2023-(to be announced later)

with Assistance Listing number 16.575 and State funds are made possible through the California Governor's Office of Emergency Service (Cal OES ID number 037-00000-19) pursuant to California Penal Code section 13835, Public Safety Programs, Victim Witness Assistance (VWA0) with Federal Information Processing Standard (FIPS) code number 06037-00000; and

WHEREAS, the **Cal OES** has established Program guidelines which provide that there will be only one Program provider in each county; and

WHEREAS, the **CITY** desires to participate in such a program for the prosecution of misdemeanor cases within its jurisdictional boundaries and to provide program services at the Central Office of the City Attorney, Central Trials and Metro Branch, Harbor and Pacific Branch, North Valley and Van Nuys Branch, Strength United Family Justice Center, and at the following Los Angeles Police Stations: 77th, Devonshire, Hollenbeck, Newton, Northeast, North Hollywood, Olympic, Pacific, Rampart, Southeast, Southwest, Van Nuys, West Los Angeles, and Wilshire;

WHEREAS, the **CITY** has the capability of providing such services and the **COUNTY** desires for the **CITY** to provide such services;

NOW, THEREFORE, in consideration of the mutual covenants as herein set forth and the mutual benefits to be derived therefrom, the **PARTIES** agree as follows:

1. SCOPE OF SERVICES:

The **CITY** shall provide services that are primary to the maintenance of a comprehensive center responsive to the basic needs of victims and witnesses. As required by Penal Code Section 13835.4, the **CITY** shall deliver services by providing the following:

- Services to victims and witnesses of all types of crimes;
- Translation for non-English speaking victims and witnesses;

- Follow-up contact with victims and witnesses;
- Field visits whenever necessary to provide services;
- Encourage community involvement and volunteer participation;
- Special services specific to the needs of the hearing impaired;
- Special services specific to the needs of the disabled; and
- Services appropriate to the special needs of elderly victims.

The **CITY** shall provide the following two categories of Victim Witness services: mandatory and optional services.

A. **Mandatory Services:**

- crisis intervention
- emergency assistance
- resource and referral assistance
- direct counseling
- assistance with victim of crime claims
- property return
- orientation to the criminal justice system
- court escort/court support
- presentations and training for criminal justice agencies and victim service organizations
- public presentations and publicity
- case disposition/case status
- notification of friends and relatives
- employer notification
- restitution assistance

B. **Optional Services** (These services are included to allow centers the latitude to develop services responsive to local needs):

- employer intervention
- creditor intervention
- child care assistance
- witness protection
- temporary restraining order assistance
- transportation assistance
- court waiting area
- funeral arrangements
- crime prevention information

2. TIME AND PERFORMANCE:

Said services of the **CITY** are to, and the **CITY** certifies did, commence on October 1, 2023 and shall terminate on September 30, 2024. The **COUNTY** and the **CITY** can automatically renew this **AGREEMENT** in writing for a successive one-year period contingent upon the **COUNTY** receiving sufficient grant funds from **Cal OES**.

3. COMPENSATION:

In consideration of the services provided under this **AGREEMENT**, the **COUNTY** shall allocate to the **CITY**, as a contract sub-grantee, an amount not to exceed \$2,178,585 for the performance period beginning October 1, 2023 and ending September 30, 2024.

Payments shall constitute full and complete compensation for the **CITY's** services under this **AGREEMENT**. The **COUNTY** will pay the **CITY** from the funds the **COUNTY** receives from **Cal OES**. Any such payments shall be contingent upon the availability of **Cal OES** funds and shall not be charged upon any other **COUNTY** funds.

4. ADMINISTRATION OF AGREEMENT:

A. The District Attorney (**DA**) of the **COUNTY**, or his designated representative, is designated as the **COUNTY's** Project Director, who shall have full

1 authority to act for the **COUNTY** in the administration of this **AGREEMENT** consistent
2 with the provisions contained herein.

3 B. The City Attorney of the **CITY**, or his designated representative, is
4 designated as the **CITY's** Project Director, who shall have full authority to act for the
5 **CITY** in the administration of this **AGREEMENT** consistent with the provisions
6 contained herein.

7 C. The **COUNTY's** Victim Witness Assistance Program and the **CITY's** Victim
8 Assistance Program will coordinate services and will adhere to all provisions of the
9 **AGREEMENT** set forth in the grant proposal. Should either of the **PARTIES** become
10 aware of conflicts or issues of mutual concern, the **PARTIES** agree to meet and confer
11 to determine the best possible resolution in the interests of the client population the
12 programs serve.

13 **5. COMPLIANCE WITH LAWS & DIRECTIVES:**

14 All **PARTIES** agree to be bound by all applicable Federal, State and local laws,
15 ordinances, regulations, and directives as they pertain to the performance of this
16 **AGREEMENT**. All **PARTIES** agree to comply with the guidelines set forth in the Cal
17 OES 2023 Subrecipient Handbook, which can be found at [https://www.caloes.ca.gov/
18 cal-oes-divisions/grants-management/victim-services/handbooks-reports-publications](https://www.caloes.ca.gov/cal-oes-divisions/grants-management/victim-services/handbooks-reports-publications)
19 and which is incorporated herein to this **AGREEMENT**.

20 **6. DISCRIMINATION:**

21 No person shall, on the grounds of race, sex, creed, color, or natural origin, be
22 excluded from participation in, or be refused the benefits of, any activities, programs or
23 employment supported by this **AGREEMENT**.

24 **7. ACCOUNTING:**

25 The **CITY** must establish and maintain on a current basis an adequate
26 accounting system in accordance with the U.S. General Accounting Office Standards for

audit of governmental organizations, programs, activities and functions issued by the U.S. General Accounting Office.

8. CHANGES IN AGREEMENT AMOUNT:

The **COUNTY** reserves the right to reduce the Agreement amount when the **COUNTY**'s fiscal monitoring indicates that the **CITY**'s rate of expenditure will result in unspent funds at the end of the program year. Changes in this Agreement amount will be made after consultation with the **CITY**. Such changes shall be effective upon written notice to the **CITY** and the **COUNTY** Project Directors.

9. AUDIT PROVISIONS:

The **CITY** shall comply with the Cal OES 2023 Recipient Handbook, Section 8151.1 (b), in securing a financial audit. The **CITY** may budget up to one and a half percent (1.5%) of the total grant award for the financial audit cost. The **CITY** shall make available to the **COUNTY**, the Controller of the State of California, **Cal OES** and their authorized representatives for purposes of inspection and audit, any and all of its books, papers, documents, financial and other records pertaining to the operation of this **AGREEMENT**. The aforesaid records shall be available for inspection and audit during regular business hours throughout the term of this **AGREEMENT**, and for a period of seven (7) years after the expiration of the term of this **AGREEMENT**.

10. PROGRAM EVALUATION AND INSPECTION:

The **CITY** shall permit the **COUNTY**, and authorized representatives of **Cal OES**, to inspect and review its facilities and program operations intermittently upon request by the **COUNTY** and **Cal OES**. Said representatives may monitor the operations of this **AGREEMENT** to ensure compliance with all applicable laws and regulations. In the event that any such inspection reveals a violation of any provision of this **AGREEMENT** and the **CITY** fails to correct any such violation to the satisfaction of the **COUNTY** within a reasonable time, not to exceed ten (10) days, the **COUNTY** may unilaterally terminate

1 this **AGREEMENT** by giving the **CITY** ten (10) days written notice of such termination.

2 **11. AUDIT EXCEPTIONS BY COUNTY AND STATE AGENCIES:**

3 The **CITY** agrees that in the event the program established hereunder is
4 subjected to audit exceptions by appropriate **COUNTY**, State or Federal audit agencies,
5 the **CITY** shall be responsible for complying with such exceptions and paying the
6 **COUNTY** the full amount of the liability incurred by the **COUNTY** to **Cal OES** from such
7 audit exceptions.

8 **12. TERMINATION AND TERMINATION COSTS:**

9 This **AGREEMENT** may be terminated at any time by either party upon giving
10 thirty (30) days written notice to the other party. The **COUNTY** may immediately
11 terminate this **AGREEMENT** upon the termination, suspension, discontinuation, or
12 substantial reduction in **Cal OES** funding for the Agreement activity. In such event, the
13 **CITY** shall be compensated for all services rendered and all associated costs incurred
14 in accordance with the terms of this **AGREEMENT** that have not been previously
15 reimbursed, to the date of said termination to the extent **Cal OES** funds are available.
16 All remaining funds not compensated to the **CITY** by termination of this **AGREEMENT**
17 will revert back to the **COUNTY**. Payment shall be made only upon filing with the
18 **COUNTY**, by the **CITY**, of vouchers evidencing the time expended and said cost
19 incurred. Said vouchers must be filed with the **COUNTY** within thirty (30) days of the
20 date of said termination.

21 **13. INDEPENDENT STATUS:**

22 Both **PARTIES** hereto in the performance of this **AGREEMENT** will be acting in
23 an independent capacity and not as agents, employees, partners, joint venturers, or
24 associates of one another. The employees or agent of one party shall not be deemed
25 or construed to be the agent or employees of the other party for any purpose
26 whatsoever.

1 **14. ASSIGNMENT:**

2 No performance of this **AGREEMENT** or any section thereof may be assigned or
3 subcontracted by the **CITY** without the express written consent of the **COUNTY**, and
4 any attempt by the **CITY** to assign or subcontract any performance of the terms of this
5 **AGREEMENT** shall be null and void and shall constitute a material breach of this
6 **AGREEMENT**.

7 **15. HOLD HARMLESS:**

8 A. Neither the **COUNTY** nor any officer or employee thereof shall be
9 responsible for any damages or liability occurring by reason of anything done or omitted
10 to be done by the **CITY**, or in connection with any authority or jurisdiction delegated to
11 the **CITY** under this **AGREEMENT**. It is understood and agreed that, pursuant to
12 Government Code Section 895.4, the **CITY** shall fully indemnify and hold the **COUNTY**,
13 its officers and employees, harmless from any liability occurring by reason of anything
14 done or omitted to be done by the **CITY** or any officer or employee thereof under or in
15 connection with any authority or jurisdiction delegated to the **CITY** under this
16 **AGREEMENT**.

17 B. Neither the **CITY**, nor any officer or employee thereof shall be responsible
18 for any damage or liability occurring by reason of anything done or omitted to be done
19 by the **COUNTY** under this **AGREEMENT**. It is understood and agreed that pursuant to
20 Government Code Section 895.4, the **COUNTY** shall indemnify and hold the **CITY**, its
21 officers and employees, harmless from any liability imposed by reason of anything done
22 or omitted to be done by the **COUNTY**, or any officer or employee thereof, under or in
23 connection with any authority or jurisdiction delegated to the **COUNTY** under this
24 **AGREEMENT**.

25 **16. MONITORING:**

26 The **COUNTY** shall have the authority to cause regular monitoring of this

1 **AGREEMENT** to verify that the **CITY** is operating in accordance with the grant award
2 and the services to be performed thereto.

3 **17. NOTICES:**

4 Notices and other correspondence shall be sent to the **COUNTY** as follows:

5 **SHAUN GIPSON**, Special Assistant
6 District Attorney
7 Bureau of Administrative Services
8 County of Los Angeles
211 West Temple Street, Suite 200
Los Angeles, CA 90012-3205

9 Notices and other correspondence shall be sent to the **CITY** as follows:

10 **IAN THOMPSON**, Chief of Staff
11 Los Angeles City Attorney Office
12 200 North Main Street, 8th Floor
Los Angeles, CA 90012-4133

13 **18. WAIVER:**

14 No waiver by the **COUNTY** of any breach of any provision of this **AGREEMENT**
15 shall constitute a waiver of any other breach or of such provision. Failure of the
16 **COUNTY** to enforce at any time, or from time to time, any provision of this
17 **AGREEMENT** shall not be construed as a waiver thereof. The rights and remedies set
18 forth in this sub-paragraph shall not be exclusive and are in addition to any other rights
19 and remedies provided by law or under this **AGREEMENT**.

20 **19. ALTERATION OF TERMS:**

21 This writing fully expresses all understandings between the **PARTIES** concerning
22 the matters covered herein and shall constitute the total Agreement. No addition to, or
23 alteration of, the terms of this **AGREEMENT**, whether by written or verbal
24 understanding of the **PARTIES**, their officers, employees or agents, shall be valid and
25 effective unless made in the form of a written amendment to this **AGREEMENT** formally
26 approved and executed by both **PARTIES**.

1 **20. GOVERNING LAW, JURISDICTION AND VENUE:**

2 This **AGREEMENT** shall be governed by, and construed in accordance with, the
3 laws of the State of California. The **PARTIES** agree and consent to the exclusive
4 jurisdiction of the courts of the State of California for all purposes regarding this
5 **AGREEMENT** and further agree and consent that venue of any action brought
6 hereunder shall be exclusively in the County of Los Angeles.

7 **IN WITNESS WHEREOF**, the **COUNTY** and the **CITY** of Los Angeles enter into
8 this **AGREEMENT** for the Victim Witness Assistance Program, to be signed by its duly
9 authorized officers, as of the date set forth below.

10
11 County of Los Angeles (**COUNTY**)

City of Los Angeles (**CITY**)

12
13 By _____
14 George Gascón, District Attorney

By _____
Hydee Feldstein Soto, City Attorney

15 Date: _____


Date: _____

16
17 APPROVED AS TO FORM BY
18 COUNTY COUNSEL:

APPROVED AS TO FORM BY
CITY COUNSEL:

19 DAWYN R. HARRISON

HYDEE FELDSTEIN SOTO

20
21 By  _____
22 Elizabeth Pennington
23 Deputy County Counsel

By _____
Barak Vaughn
Deputy City Attorney

August 8, 2023

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

Dear Supervisors:

**TRANSIT LAW ENFORCEMENT SERVICES AGREEMENT BETWEEN THE
COUNTY OF LOS ANGELES AND ANTELOPE VALLEY TRANSIT AUTHORITY
(ALL DISTRICTS) (3 VOTES)**

SUBJECT

The Antelope Valley Transit Authority (Authority) has requested to enter into a Transit Law Enforcement Services (Services) Agreement (Agreement) for the provision of as-needed Services by the Los Angeles County (County) Sheriff's Department (Department).

IT IS RECOMMENDED THAT THE BOARD:

Delegate authority to the Sheriff or his designee, as an agent for the County, to execute the attached Agreement with the Authority, for the period from July 1, 2023, through June 30, 2028.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

This Agreement provides as-needed Services to the Authority from July 1, 2023, through June 30, 2028. The prior agreement was approved by the Board on June 12, 2018, and expires on June 30, 2023. The Agreement with the Authority has provided benefits to the County as a whole, primarily resulting in greater visibility and faster response times to bus line incidents. The Department has expanded

partnerships, provided greater responsiveness and increased regional focus on reducing crime as a result of serving the Authority within the County. The Services by the Department are as-needed pursuant to any incidents and/or calls for service generated by the AVTA. There are no set Department staffing levels required for this Agreement.

Implementation of Strategic Plan Goals

As part of the Board's commitment to the County, the approval of the recommended action will enhance the County's Strategic Plan, Strategy II.2.1, Reduce Violence in Communities; Strategy II.2.2, Expand Access to Recreational and Cultural Opportunities; and Strategy II.3.5, Support a clean, Flexible, and Integrated Multi-Modal Transportation System That Improves Mobility, as well as maintaining a law enforcement presence in and around the bus lines throughout the County.

FISCAL IMPACT/FINANCING

During the term of the Agreement, the Authority will pay the Department for Services according to the appropriate and prevailing billing rates as determined by the County's Auditor-Controller for each Fiscal Year (FY). The Agreement specifies the billing rates change at the beginning of every FY as determined by the County's Auditor-Controller, pursuant to policies and procedures adopted by the Board. The FY 2023-2024 cost of the Agreement as approved by the Authority's Board of Directors shall be \$160,000. Should the AVTA amend the Agreement resulting in an increase in costs related to County increases, and/or requests to expand the service levels within any FY, the Department will invoice the AVTA to recover full costs. Any cost incurred by this Agreement will be offset fully, recovered, and reimbursed from the AVTA resulting in no impact to net County cost.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Agreement will allow for the continued provision of Services to the Authority by the Department.

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

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The Agreement will continue to enhance the quality of Services and public safety to the citizens who rely on the Authority for transportation within the County. Both the County

The Honorable Board of Supervisors
August 8, 2023
Page 3

and the Authority benefit from the collaborative effects from utilizing County resources in the most efficient manner. There are no anticipated negative impacts on the unincorporated areas in the County.

CONCLUSION

Upon Board approval, please return one copy of the adopted Board letter and executed Agreement to the Department's Contract Law Enforcement Bureau.

Sincerely,

ROBERT G. LUNA
SHERIFF

RGL:ALT:JT:rm
(Contract Law Enforcement Bureau)

c: Board of Supervisors, Justice Deputies
Celia Zavala, Executive Officer, Board of Supervisors
Fesia Davenport, Chief Executive Officer
Sheila Williams, Senior Manager, Chief Executive Office (CEO)
Rene Phillips, Manager, CEO
Jocelyn Ventilacion, Principal Analyst, CEO
Anna Petrosyan, Senior Analyst, CEO
Bryan Bell, Budget Analyst, CEO
Dawyn R. Harrison, County Counsel
Elizabeth D. Miller, Chief Legal Advisor, Legal Advisory Unit
Michele Jackson, Principal Deputy County Counsel, Legal Advisory Unit
April L. Tardy, Undersheriff
Holly A. Francisco, Assistant Sheriff, Countywide Operations
Jill Torres, Assistant Sheriff, CFAO
Jason A. Skeen, Chief of Staff, Office of the Sheriff
Jack W. Ewell, Chief, Special Operations Division (SOD)
Conrad Meredith, Division Director, Administrative Services Division (ASD)
Thomas A. Giandomenico, Commander, SOD
Glen Joe, Assistant Division Director, ASD
Richard F. Martinez, Assistant Division Director, ASD
David E. Culver, Director, Financial Programs Bureau
Shawn R. Kehoe, Captain, Transit Services Bureau
Rene A. Garcia, Lieutenant, ASD
Vanessa C. Chow, Sergeant, ASD
Kristine D. Corrales, Deputy, ASD
(Contract Law – AVTA Law Enforcement Services 08-08-23)

**TRANSIT LAW ENFORCEMENT SERVICES AGREEMENT
BY AND BETWEEN
COUNTY OF LOS ANGELES
AND
ANTELOPE VALLEY TRANSIT AUTHORITY**

TABLE OF CONTENTS

PARAGRAPH	TITLE	PAGE
RECITALS		2
1.0	SCOPE OF SERVICES	2
2.0	ADMINISTRATION OF PERSONNEL	3
3.0	INDEMNIFICATION	4
4.0	TERM OF AGREEMENT	6
5.0	RIGHT OF TERMINATION	6
6.0	BILLING RATES	7
7.0	PAYMENT PROCEDURES	7
8.0	AMENDMENTS	8
9.0	ASSIGNMENT, DELEGATION, AND SUBCONTRACTING	8
10.0	AUTHORIZATION WARRANTY	8
11.0	GOVERNING LAW, JURISDICTION, AND VENUE	9
12.0	NOTICES	9
13.0	VALIDITY	9
14.0	WAIVER	10
15.0	ENTIRE AGREEMENT	10
SIGNATURES		11
EXHIBIT A – PUBLIC ENTITY CONTRACT – HOURLY OVERTIME RATES		

**TRANSIT LAW ENFORCEMENT SERVICES AGREEMENT
BY AND BETWEEN
COUNTY OF LOS ANGELES
AND
ANTELOPE VALLEY TRANSIT AUTHORITY**

This Transit Law Enforcement Services Agreement ("Agreement") is entered into this _____ day of _____, _____ by and between the County of Los Angeles ("County") and the Antelope Valley Transit Authority ("Authority").

RECITALS

- (a) Whereas, the Authority is desirous of contracting with the County for the performance of the transit law enforcement functions described herein by the Los Angeles County Sheriff's Department ("Sheriff's Department"); and
- (b) Whereas, the County is agreeable to rendering such services on the terms and conditions set forth in this Agreement; and
- (c) Whereas, such Agreement is authorized and provided for by the provisions of Section 56-3/4 of the Charter of the County of Los Angeles and Section 51301 of the California Government Code; and
- (d) Whereas, the County is agreeable to rendering such transit law enforcement services, as available, on the terms and conditions set forth in this Agreement.

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

1.0 SCOPE OF SERVICES

- 1.1 The County agrees, as available, through the Sheriff's Department, to provide transit law enforcement services to the Authority during the term of this Agreement to the extent and in the manner set forth herein. The classification and approximate numbers of personnel provided by the County will be determined and mutually agreed upon in writing between the Sheriff's Department and Authority. The hours of duty performed by County employees will be established and agreed upon in writing in accordance with the requested services.

- 1.2. The request for services shall be a written request on official Authority letterhead. For the purpose of performing said services, County shall furnish and supply, as available, all necessary labor, supervision, personnel, equipment, communications, fuel, and supplies necessary to provide the services to be rendered hereunder. Notwithstanding the foregoing, the Authority may provide additional resources for the County to utilize in performance of the services. The request shall be signed by a representative of the Authority who is duly authorized to enter into such agreements for law enforcement services. The request shall be submitted to the Los Angeles County Sheriff's Department's Contract Law Enforcement Bureau located at 211 W. Temple Street, 7th Floor, Los Angeles, California 90012.
- 1.3. The Sheriff intends to exercise jurisdiction and provide law enforcement services, occurring on-board buses, related to the special policing concerns of the Authority. These duties may include but are not limited to, enforcement of transit fares, conducting investigations of vandalism, routine transit patrol, and general law enforcement activities related to public transportation within the limit of the County and neighboring counties related to the Authority's bus lines.
- 1.4. Except as otherwise specifically set forth in this Agreement, transit law enforcement services shall encompass duties and functions of the type coming within the jurisdiction of and customarily rendered by the Sheriff under the Charter of the County and the statutes of the State of California.

2.0 ADMINISTRATION OF PERSONNEL

- 2.1 In the event of a dispute between the parties to this Agreement as to the extent of the duties and functions to be rendered hereunder, or the minimum level or manner of performance of such service, the Authority shall be consulted and a mutual determination thereof shall be made by both the Sheriff of the County and the Authority's Executive Director.
- 2.2 The rendition of the services performed by the Sheriff's Department, the discipline of officers, and other matters incident to the performance of such services and the control of personnel so employed shall remain with the County.

- 2.3 With regard to Paragraphs 2.1 and 2.2 above, the Sheriff's Department, in an unresolved dispute over the minimum level of performance of services, shall have final and conclusive determination as between the parties hereto.
- 2.4 All Authority employees who work in conjunction with the Sheriff's Department pursuant to this Agreement shall remain employees of the Authority and shall not have any claim or right to employment, civil service protection, salary, or benefits or claims of any kind from the County based on this Agreement. No Authority employees shall become employees of the County.
- 2.5 For the purpose of performing services and functions pursuant to this Agreement and only for the purpose of giving official status to the performance thereof, and not to establish an agency relationship, every County officer and/or employee engaged in performing any such service and function shall be deemed to be an officer or employee of the Authority while performing such service for the Authority, as long as the service is within the scope of this Agreement and is an Authority function.
- 2.6 The Authority shall not be called upon to assume any liability for the direct payment of any Sheriff's Department salaries, wages, or other compensation to any County personnel performing services hereunder for said Authority. Except as herein otherwise specified, the Authority shall not be liable for compensation or indemnity to any County employee or agent of the County for injury or sickness arising out of his/her employment as a contract employee of the Authority.
- 2.7 As part of its compliance with all applicable laws and regulations relating to employee hiring, the County agrees that the County Civil Service Rules to which it is subject and which prohibit discrimination on the basis of non-merit factors, shall for purposes of this Agreement be read and understood to prohibit discrimination on the basis of sexual orientation.

3.0 INDEMNIFICATION

- 3.1 Subject to the limitations stated in this Section 3.0, Indemnification, or elsewhere, the County shall indemnify, defend and hold harmless Authority, and

its officers, directors, employees and agents (collectively, "Indemnified Parties") from and against any and all liability, expense (including but not limited to defense costs and attorney's fees), claims, causes of action, and lawsuits for damages, including, but not limited to, bodily injury, death, personal injury or property damage (including property of the County) arising from or connected with any negligent, intentional or reckless act or omission of the County, its officers, directors, employees, agents, subcontractors, or suppliers while providing services under this Agreement.

- 3.2 Notwithstanding anything contained herein or stated elsewhere, the County shall have no obligation or liability, including any obligation to indemnify or defend any Indemnified Party (a) for a failure to prevent any crime or tortious act, (b) for any injury, loss or damage caused directly or indirectly by a criminal or tortious act of anyone other than the County, its officers, directors, employees, agents, subcontractors or suppliers while providing services under this Agreement, or (c) for any injury, loss or damage caused by any means whatsoever except as the result of a failure by the County its officers, directors, employees, agents, subcontractors, or suppliers to perform the services under this Agreement.
- 3.3 The Authority understands and agrees that the law enforcement services provided hereunder are not intended or expected to accomplish patrolling or law enforcement at any particular location, more than a few times a day or less, or to prevent crime or wrongdoing from occurring at any particular place or time. The County shall have no obligation to patrol or provide law enforcement at any specific location at any particular time(s) except under a written schedule provided in advance by the Authority and agreed to by the County.
- 3.4 Notwithstanding anything contained herein, the County's obligations hereunder to the Authority or any Indemnified Party shall be limited by any immunity of freedom from suit or liability provided by law, including but not limited to those stated in California Government Code sections 818.2 and 845, as if such immunity or legal provision were incorporated in full in this Agreement and made applicable to the Authority and all Indemnified Parties.

- 3.5 Any obligation by the County or the Authority to provide defense or indemnity hereunder shall not arise until it has been finally determined by competent judicial authority that such indemnity is owed under the provisions of this Section 3.0.
- 3.6 The Authority shall indemnify, defend and hold harmless the County, and its officers, directors, employees and agents from and against any and all liability, expense (including, but not limited to defense costs and attorneys' fees), claims, causes of action, and lawsuits for damages of any nature whatsoever, including but not limited to bodily injury, death, personal injury or property damage (including property of the Authority) arising from or connected with any alleged act and/or omission of the Authority, its officers, directors, employees, agents, sub-contractors, or suppliers.
- 3.7 It is the intent of the parties to this Agreement that nothing herein shall impose, nor shall be interpreted to impose, on the County any liability for injuries or death to any County employee greater than the liability imposed pursuant to the provisions of the worker's compensation laws.
- 3.8 This Section 12, Indemnification, shall survive termination of this Agreement and/or final payment thereunder.

4.0 TERM OF AGREEMENT

The term of this Agreement shall commence July 1, 2023 and shall terminate on June 30, 2028, unless sooner terminated or extended in whole or in part as provided for herein.

5.0 RIGHT OF TERMINATION

- 5.1 Either party may terminate this Agreement with or without cause by giving not less than sixty (60) calendar days advance written notice to the other party.
- 5.2 Notwithstanding the foregoing, the Sheriff's Department may cancel the provision of services with only ten (10) calendar days advance notice, or less in the event of exigent circumstances, if the Sheriff's Department concludes that there are insufficient personnel to provide the agreed upon services and still perform other Sheriff's Department duties as required by law.

- 5.3 In the event of a termination, each party shall fully discharge all obligations owed to the other party accruing prior to the date of such termination, and, except as otherwise provided herein, each party shall be released from all obligations, which would otherwise accrue subsequent to the date of termination.

6.0 BILLING RATES

- 6.1 For and in consideration of the rendition of the transit law enforcement services to be performed by the County for the Authority under this Agreement, the Authority shall pay County for said services provided by County under the terms of this Agreement at the appropriate and prevailing billing rates set forth on Exhibit A, Public Entity Contract – Hourly Overtime Rates, as established by the County Auditor-Controller. The billing rates listed shall be readjusted annually by the County Auditor-Controller effective July 1 of each year to reflect the cost of such service. In such case, the annual rate readjustment shall be attached to this Agreement as an Amendment consistent with Section 8.0, Amendments, of this Agreement to reflect the change in billing rates each fiscal year.
- 6.2 The billing rates depicted on Exhibit A, Public Entity Contract – Hourly Overtime Rates, are developed by the County Auditor-Controller to reflect the County's actual costs in the compensation of employees at premium overtime rates (hourly rates for Deputy Sheriff - Reserves), the administration of workers' compensation benefits, and the overhead of the County attributable to the provision of services pursuant to this Agreement. The foregoing rates are adjusted annually pursuant to the policies and practices adopted by the Los Angeles County Board of Supervisors governing the determination of such actual costs.

7.0 PAYMENT PROCEDURES

- 7.1 The County, through the Sheriff's Department, shall render to the Authority a summarized invoice which covers all services performed during said month, and the Authority shall pay County for all undisputed amounts within sixty (60) calendar days after date of said invoice.
- 7.2 If such payment is not delivered to the County office, which is described on said invoice, within sixty (60) calendar days after the date of the invoice, the County is

entitled to recover interest thereon. For all disputed amounts, the Authority shall provide the County with written notice of the dispute including the invoice date, amount, and reasons for dispute within ten (10) calendar days after receipt of the invoice. The parties shall memorialize the resolution of the dispute in writing. For any disputed amounts, interest shall accrue if payment is not received within sixty (60) calendar days after the dispute resolution is memorialized.

7.3 Said interest shall be at a rate of ten percent (10%) per annum or any portion thereof, calculated from the date payment was due pursuant to Sections 7.1 and 7.2 above.

7.4 Notwithstanding the provisions of California Government Code section 907, if such payment is not delivered to the County office which is described on said invoice within sixty (60) days of the invoice, or in the case of disputed amounts, from the date the resolution is memorialized, the County may satisfy such indebtedness, including interest thereon, from any funds of the Authority on deposit with the County without giving further notice to Authority of County's intention to do so.

8.0 AMENDMENTS

All changes, modifications, or amendments to this Agreement must be in the form of a written Amendment duly executed by authorized personnel of the County and the Authority.

9.0 ASSIGNMENT, DELEGATION, AND SUBCONTRACTING

A party shall not assign its rights and/or subcontract, or otherwise delegate, its duties under this Agreement, either 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.

10.0 AUTHORIZATION WARRANTY

The Authority represents and warrants that the person executing this Agreement for the Authority is an authorized agent who has actual authority to bind the Authority to each and every term, condition, and obligation of this Agreement and that all requirements of the Authority have been fulfilled to provide such actual authority.

11.0 GOVERNING LAW, JURISDICTION, AND VENUE

This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. The parties agree and consent to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agree and consent that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

12.0 NOTICES

12.1 Unless otherwise specified herein, 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 at the following addresses and to the attention of the person named. 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.

12.2 Notices to the County shall be addressed as follows:

Los Angeles County Sheriff's Department
Contract Law Enforcement Bureau
Attn: Unit Commander
211 W. Temple Street, 7th Floor
Los Angeles, California 90012

12.3 Notices to the Authority shall be addressed as follows:

Antelope Valley Transit Authority
Attn: Executive Director or Designee
42210 6th Street West
Lancaster, California 93534

13.0 VALIDITY

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.

14.0 WAIVER

No waiver by the parties of any breach of any provision of this Agreement shall constitute a waiver of any other breach or of such provision. Failure of the parties to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof.

15.0 ENTIRE AGREEMENT

This Agreement, including Exhibit A, and any executed Amendments hereto or thereto, constitute the complete and exclusive statement of understanding of the parties which supersedes all previous agreements, written or oral, and all communications between the parties relating to the subject matter of this Agreement. No change to this Agreement shall be valid unless prepared pursuant to Section 8.0, Amendments, of this Agreement and signed by both parties.

DRAFT

**TRANSIT LAW ENFORCEMENT SERVICES AGREEMENT
BY AND BETWEEN
COUNTY OF LOS ANGELES
AND
ANTELOPE VALLEY TRANSIT AUTHORITY**

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives on the dates indicated below.

COUNTY OF LOS ANGELES

By _____
ROBERT G. LUNA, SHERIFF

Date _____

ANTELOPE VALLEY TRANSIT AUTHORITY

By _____
Executive Director or Designee

Date _____

APPROVED AS TO FORM:
DAWYN R. HARRISON
County Counsel

By _____ SIGNATURE ON FILE
Principal Deputy County Counsel

PRIVATE ENTITY, PUBLIC ENTITY, AND SCHOOL DISTRICTS

0.03

Position	FY23-24 OT Hourly Rate	Liability 0.03	Total
Deputy Sheriff - Generalist	\$111.15	\$3.33	\$114.48
Deputy Sheriff - Generalist Observer/Motor	\$117.43	\$3.52	\$120.95
Deputy Sheriff - Generalist Observer/Motor	\$117.43	\$3.52	\$120.95
Deputy Sheriff - Bonus I	\$121.01	\$3.63	\$124.64
Deputy Sheriff - Bonus I - SEB/ESD	\$127.85	\$3.84	\$131.69
Deputy Sheriff - Bonus I - MFTO	\$134.33	\$4.03	\$138.36
Deputy Sheriff - Bonus I Motorcycle	\$127.85	\$3.84	\$131.69
Deputy Sheriff - Bonus II	\$145.48	\$4.36	\$149.84
Deputy Sheriff - Bonus II Arson/Explosives	\$162.37	\$4.87	\$167.24
Deputy Sheriff - Bonus II HazMat	\$162.37	\$4.87	\$167.24
Deputy Sheriff - Bonus II Pilot	\$153.69	\$4.61	\$158.30
Deputy Sheriff - Bonus II SEB/ESD	\$153.69	\$4.61	\$158.30
Deputy Sheriff - Reserve	\$54.73	\$1.64	\$56.37
Deputy Sheriff - Sergeant	\$146.51	\$4.40	\$150.91
Deputy Sheriff - Sergeant Arson/Explosives	\$163.52	\$4.91	\$168.43
Deputy Sheriff - Sergeant HazMat	\$163.52	\$4.91	\$168.43
Deputy Sheriff - Sergeant Motorcycle	\$154.78	\$4.64	\$159.42
Deputy Sheriff - Sergeant Pilot	\$172.76	\$5.18	\$177.94
Deputy Sheriff - Sergeant SEB/ESD	\$154.78	\$4.64	\$159.42
Deputy Sheriff - Lieutenant	\$176.12	\$5.28	\$181.40
Captain	\$223.44	\$6.70	\$230.14
Commander	\$254.44	\$7.63	\$262.07
Assistant Director, Bureau Operations	\$173.80	\$5.21	\$179.01
Assistant Automotive Equipment Coordinator	\$78.98	\$2.37	\$81.35
Assistant Supervising Payroll Clerk	\$63.11	\$1.89	\$65.00
Civilian Investigator	\$88.47	\$2.65	\$91.12
Combo Truck Driver	\$57.76	\$1.73	\$59.49
Community Services Assistant	\$41.34	\$1.24	\$42.58
Crime Analyst	\$86.32	\$2.59	\$88.91
Criminalist	\$87.61	\$2.63	\$90.24
Criminalistics Lab Technician	\$62.80	\$1.88	\$64.68
Custodian	\$41.74	\$1.25	\$42.99
Custody Assistant	\$70.69	\$2.12	\$72.81
Custody Assistant, Patrol	\$74.69	\$2.24	\$76.93
Digital Communications System Technician	\$95.19	\$2.86	\$98.05
Electrician	\$96.15	\$2.88	\$99.03
Electrician Supervisor	\$110.57	\$3.32	\$113.89
Electronics Audio Technician	\$90.43	\$2.71	\$93.14
Electronics Communication Equip Installer	\$63.08	\$1.89	\$64.97
Electronics Communication Tech	\$95.19	\$2.86	\$98.05
Employment Services Assistant I	\$62.49	\$1.87	\$64.36
Employment Services Assistant II	\$77.63	\$2.33	\$79.96
Employment Services Assistant III	\$88.91	\$2.67	\$91.58
Evidence and Property Custodian I	\$52.72	\$1.58	\$54.30
Evidence and Property Custodian II	\$62.03	\$1.86	\$63.89
Evidence and Property Custodian III	\$65.49	\$1.96	\$67.45

Supervising Evidence & Property Custodian	\$72.99	\$2.19	\$75.18
Forensic Identification Specialist I	\$88.47	\$2.65	\$91.12
Forensic Identification Specialist II	\$106.96	\$3.21	\$110.17
Supervising Forensic Identification Specialist	\$111.83	\$3.35	\$115.18
General Maintenance Worker	\$56.63	\$1.70	\$58.33
Helicopter Maintenance Inspector	\$111.78	\$3.35	\$115.13
Helicopter Mechanic	\$100.91	\$3.03	\$103.94
Information Systems Analyst I	\$93.86	\$2.82	\$96.68
Information Systems Analyst II	\$100.82	\$3.02	\$103.84
Intermediate Clerk	\$46.37	\$1.39	\$47.76
Intermediate Stenographer	\$51.43	\$1.54	\$52.97
Intermediate Typist-Clerk	\$47.52	\$1.43	\$48.95
Inventory Control Assistant I	\$52.85	\$1.59	\$54.44
Law Enforcement Technician	\$63.42	\$1.90	\$65.32
Marshal's Dispatcher	\$58.76	\$1.76	\$60.52
Matron	\$35.43	\$1.06	\$36.49
Management Secretary V	\$89.79	\$2.69	\$92.48
Medium Truck Driver	\$51.81	\$1.55	\$53.36
Operations Assistant I	\$61.27	\$1.84	\$63.11
Operations Assistant II	\$76.12	\$2.28	\$78.40
Operations Assistant III	\$87.18	\$2.62	\$89.80
Parking Control Officer, Sheriff	\$58.47	\$1.75	\$60.22
Payroll Clerk I	\$56.63	\$1.70	\$58.33
Payroll Clerk II	\$61.42	\$1.84	\$63.26
Plumber	\$97.17	\$2.92	\$100.09
Power Equipment Technician	\$75.82	\$2.27	\$78.09
Procurement Assistant II	\$67.45	\$2.02	\$69.47
Public Response Dispatcher II	\$74.45	\$2.23	\$76.68
Public Response Dispatcher Specialist	\$80.56	\$2.42	\$82.98
Supervising Public Response Dispatcher	\$82.98	\$2.49	\$85.47
Records Systems Clerk I	\$50.18	\$1.51	\$51.69
Records Systems Clerk III	\$60.67	\$1.82	\$62.49
Refrigeration Mechanic	\$97.17	\$2.92	\$100.09
Secretary I	\$53.37	\$1.60	\$54.97
Secretary V	\$66.31	\$1.99	\$68.30
Security Assistant	\$35.11	\$1.05	\$36.16
Security Officer	\$54.43	\$1.63	\$56.06
Senior Application Developer	\$115.47	\$3.46	\$118.93
Senior Clerk	\$52.33	\$1.57	\$53.90
Senior Criminalist	\$125.86	\$3.78	\$129.64
Senior Electronic Communication Tech	\$99.95	\$3.00	\$102.95
Senior Equipment Maintenance Worker	\$68.13	\$2.04	\$70.17
Senior Helicopter Mechanic	\$111.87	\$3.36	\$115.23
Senior Information Systems Analyst	\$122.80	\$3.68	\$126.48
Senior Info Tech Support Analyst	\$99.10	\$2.97	\$102.07
Senior Secretary II	\$68.47	\$2.05	\$70.52
Senior Secretary V	\$80.56	\$2.42	\$82.98
Senior Operating Systems Analyst	\$125.56	\$3.77	\$129.33
Senior Typist-Clerk	\$53.64	\$1.61	\$55.25
Sheet Metal Worker	\$94.07	\$2.82	\$96.89
Sheriff's Station Clerk I	\$50.93	\$1.53	\$52.46

Sheriff's Station Clerk II	\$57.76	\$1.73	\$59.49
Student Professional Worker	\$24.59	\$0.74	\$25.33
Student Worker	\$22.35	\$0.67	\$23.02
Supervising Criminalist	\$131.58	\$3.95	\$135.53
Supervising Parking Control Officer	\$67.62	\$2.03	\$69.65
Supervising Payroll Clerk II	\$70.18	\$2.11	\$72.29
Supervising Sheriff Station Clerk	\$69.83	\$2.09	\$71.92
Telephone Operator	\$44.04	\$1.32	\$45.36
Warehouse Manager	\$71.04	\$2.13	\$73.17
Warehouse Worker II	\$58.90	\$1.77	\$60.67
Word Processor II	\$55.79	\$1.67	\$57.46

DRAFT



MARK PESTRELLA, Director

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

900 SOUTH FREMONT AVENUE
ALHAMBRA, CALIFORNIA 91803-1331
Telephone: (626) 458-5100
<http://dpw.lacounty.gov>

ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

IN REPLY PLEASE
REFER TO FILE:

August 8, 2023

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

Dear Supervisors:

**CONSTRUCTION CONTRACT
CONSTRUCTION MANAGEMENT CORE SERVICE AREA
DEL VALLE GRADING PROJECT
APPROVE PROJECT AND PROJECT BUDGET
APPROVE APPROPRIATION ADJUSTMENT
ADOPT, ADVERTISE, AND AWARD
CAPITAL PROJECT NO. 89159
(FISCAL YEAR 2023-24)
(SUPERVISORIAL DISTRICT 5)
(3-VOTES)**

SUBJECT

Public Works is seeking Board approval of the proposed project; to adopt plans and specifications; advertise for construction bids; and to authorize Public Works to award and execute a construction contract for the Del Valle Grading Project.

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

1. Find the Del Valle Grading Project is within the scope of the previously adopted Negative Declaration for the project under the California Environmental Quality Act for the reasons stated in the Board letter and in the record of the project.
2. Approve the Del Valle Grading Project, Capital Project No. 89159, with a project budget of \$1,326,000.

3. Approve the appropriation adjustment to transfer \$826,000 from Del Valle New Infrastructure, Capital Project No. 89034, and \$500,000 from Del Valle Various Mitigation/Remediation Projects, Capital Project No. 89040, to the Del Valle Grading Project, Capital Project No. 89159, to fully fund the project.
4. Adopt the plans and specifications that are on file with Public Works for construction of the Del Valle Grading Project, Capital Project No. 89159.
5. Instruct the Executive Officer of the Board to advertise the Del Valle Grading Project for bids to be received and opened on September 11, 2023, in accordance with the Instruction Sheet for Publishing Legal Advertisements.
6. Authorize the Director of Public Works or his designee to execute a consultant services agreement with the apparent lowest responsive and responsible bidder to prepare a baseline schedule for a \$5,000 not-to-exceed amount funded by the project funds.
7. Delegate authority to the Director of Public Works or his designee to make the determination that a bid is nonresponsive and to reject a bid on that basis; to award to the next lowest responsive and responsible bidder; to waive inconsequential and nonmaterial deficiencies in bids submitted; and to determine, in accordance with the applicable contract and bid documents, whether the apparent lowest responsive and responsible bidder has timely prepared a satisfactory baseline construction schedule and satisfied all conditions for contract award. Upon such determination, authorize the Director of Public Works or his designee to award and execute a construction contract, in the form previously approved by County Counsel, to the apparent lowest responsive and responsible bidder, if the low bid can be awarded within the approved total budget, to establish the effective date of the contract upon receipt by the Public Works of acceptable performance and payment bonds and evidence of required contractor insurance, and to take all other actions necessary and appropriate to deliver the Del Valle Grading Project.
8. Delegate authority to the Director of Public Works or his designee to execute any easements, permits, and utility connection agreements necessary for the completion of the project, provided that the costs related to these easements, permits, and agreements do not cause the project to exceed the approved project budget.

9. Authorize the Director of Public Works or his designee to carry out, manage, and deliver the project on behalf of the Consolidated Fire Protection District of Los Angeles County; award and execute consultant agreements, amendments, and supplements within the same authority and limits delegated to the Director of Public Works or his designee by the Board for County Capital Improvement Projects; accept the project; and release retention upon acceptance.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The recommended actions will find the Del Valle Grading Project is within the scope of the previously adopted Negative Declaration under the California Environmental Quality Act; approve the project; approve the project budget and related appropriation adjustment; adopt plans and specifications; advertise for construction bids; and authorize Public Works to award and execute a construction contract for the project.

Project Description and Background

The proposed Del Valle Grading Project is located at the site of the Del Valle Regional Training Facility at 28101 Chiquito Canyon Road, Castaic, CA 91384. The Del Valle Regional Training Facility serves as a dedicated center for emergency response training, providing high-quality, realistic training experiences in a controlled environment.

The project's scope consists of grading, over-excavation, and compaction to install a new 4,500-square-foot concrete pad and foundation for the future installation of a shipping container for the storage of a live fire training prop.

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

In order to expedite construction so the concrete pad will be ready in time for delivery of the fire prop in December 2023, it is recommended that the Board authorize Public Works to award and execute a construction contract with the lowest responsive and responsible bidder if the low bid can be awarded within the Board-approved budget.

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

It is anticipated that construction of the Del Valle Grading Project will begin in September 2023 and be substantially complete in November 2023.

Green Building/Sustainable Design Program

The project is not a building and is less than 10,000 square feet in size. Therefore, it is exempt from the Board's policy for Green Building/Sustainable Design Program.

Implementation of Strategic Plan Goals

These recommendations support the County Strategic Plan: Strategy III.1 – Continually Pursue Development of Our Workforce; and Strategy III.3 – Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability. The recommended actions help to achieve these goals by improving a training facility for first responders and, therefore, promoting better services to be provided to the community.

FISCAL IMPACT/FINANCING

The project budget for the Del Valle Grading Project is estimated at \$1,326,000, which includes plans and specifications, jurisdictional approvals, construction, change orders, consultant services, miscellaneous expenditures, and County services (Enclosure A).

Public Works' fair construction cost estimate for the project is \$900,000.

Approval of the appropriation adjustment (Enclosure B) will transfer \$826,000 from Del Valle New Infrastructure, Capital Project No. 89034, and \$500,000 from Del Valle Various Mitigation/Remediation Projects, Capital Project No. 89040, to the Del Valle Grading Project, Capital Project No. 89159, to fully fund the project.

Operating Budget Impact

Following completion of the project, Los Angeles County Fire Department will fund the associated maintenance and operational costs with existing budgetary resources from its Operating Budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

In accordance with the Board's Civic Art Policy, adopted on December 7, 2004, and last amended on August 4, 2020, the project includes one percent of eligible design and construction costs, in the amount of \$9,200 to be allocated to the Civic Art Fund.

A standard construction contract will be used that contains terms and conditions supporting the Board's ordinances and policies including, but not limited to, the County's Greater Avenues for Independence and General Relief Opportunities for Work Programs, Contract Language to Assist in Placement of Displaced County Workers, and Notice to Employees Regarding the Federal Earned Income Credit (Federal Income Tax Law, Internal Revenue Service Notice 1015).

The plans and specifications include the contractual provisions, methods, and material requirements necessary for this project and are on file with Public Works, Business Relations and Contracts Division, 900 South Fremont Avenue, 8th Floor, Alhambra, CA 91803.

This project is subject to the Board Policy 5.270, Countywide Local and Targeted Worker Hiring.

ENVIRONMENTAL DOCUMENTATION

A Negative Declaration was adopted by the Board for the entire Del Valle development in 1991 pursuant to the provisions of California Environmental Quality Act, which included development of the 160-acre site primarily as a training facility for both manipulative and academic training. The project falls within the project description of the previously adopted negative declaration as it will provide an equipment prop (manipulative) to enhance the training experience of emergency response personnel. There has been no change in the proposed development of the site.

Upon the Board's approval of the recommended actions, Public Works will file a Notice of Exemption with the Registrar-Recorder/County Clerk in accordance with Section 21152 of the California Public Resources Code and will post the Notice to its website in accordance with Section 21092.2.

CONTRACTING PROCESS

Public Works utilized a Board-approved on-call consultant to complete design for the proposed project.

Public Works is recommending that the Board adopt the plans and specifications for the project and advertise for construction bids using the County's competitive low bid process as required under the Public Contract Code.

Advertising for construction bids will be in accordance with the County's standard Instruction Sheets for Publishing Legal Advertisements (Enclosure C). As requested by the Board on February 3, 1998, this contract opportunity will be listed on the *"Doing Business with the County"* and *"Do Business with Public Works"* websites.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommended actions will have no impact on current services at the Del Valle Regional Training Center.

CONCLUSION

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

Respectfully submitted,

MARK PESTRELLA, PE
Director of Public Works

MP:LR:cg

Enclosures

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

ENCLOSURE A

August 8, 2023

**CONSTRUCTION CONTRACT
CONSTRUCTION MANAGEMENT CORE SERVICE AREA
DEL VALLE GRADING PROJECT
APPROVE PROJECT AND PROJECT BUDGET
APPROVE APPROPRIATION ADJUSTMENT
ADOPT, ADVERTISE, AND AWARD
CAPITAL PROJECT NO. 89159
(FISCAL YEAR 2023-24)
(SUPERVISORIAL DISTRICT 5)
(3-VOTES)**

I. PROJECT SCHEDULE

Project Activity	Scheduled Completion Date
Construction Documents	10/01/22*
Jurisdictional Approvals	01/15/23*
Construction Award	09/18/23
Construction Start	09/25/23
Substantial Completion	11/30/23
Project Acceptance	12/30/23

*Completed Activity

II. PROJECT BUDGET SUMMARY

Project Activity	Proposed Budget
Hard Costs	
Construction	\$ 900,000
Change Order Contingency	\$ 135,000
Civic Arts	\$ 9,200
Hard Costs Subtotal	\$1,044,200
Soft Costs	
Plans and Specifications	\$ 16,000
Consultant Services	\$ 72,800
Miscellaneous Expenditures	\$ 14,000
Jurisdictional Review/Plan Check/Permits	\$ 31,000
County Services	\$ 148,000
Soft Costs Subtotal	\$ 281,800
TOTAL	\$1,326,000

PINK

BA FORM 11162021

BOARD OF SUPERVISORS
OFFICIAL COPY

August 08, 2023

COUNTY OF LOS ANGELES

REQUEST FOR APPROPRIATION ADJUSTMENT

FIRE 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
2023-24
3 - VOTES

SOURCES		USES	
DEL VALLE ACO FUND DEL VALLE NEW INFRASTRUCTURE J15-CP-6014-65030-89034 CAPITAL ASSETS - B & I DECREASE APPROPRIATION	826,000	DEL VALLE ACO FUND DEL VALLE GRADING PROJECT J15-CP-6014-65030-89159 CAPITAL ASSETS - B & I INCREASE APPROPRIATION	1,326,000
DEL VALLE ACO FUND DEL VALLE VARIOUS MITIGATION/REMEDATION PROJECTS J15-CP-6014-65030-89040 CAPITAL ASSETS - B & I DECREASE APPROPRIATION	500,000		
SOURCES TOTAL	\$ 1,326,000	USES TOTAL	\$ 1,326,000

JUSTIFICATION

Reflects the transfer of \$826,000 from Del Valle New Infrastructure, Capital Project No. 89034 and \$500,000 from Del Valle Various Mitigation/Remediation, Capital Project No. 89040 to the Del Valle Grading Project, Capital Project No. 89159, to fully fund the project.

AUTHORIZED SIGNATURE JESSICA LINDSEY, BUDGET OFFICER, FMD

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

REFERRED TO THE CHIEF EXECUTIVE OFFICER FOR---	<input type="checkbox"/> ACTION	<input type="checkbox"/> APPROVED AS REQUESTED
	<input type="checkbox"/> RECOMMENDATION	<input type="checkbox"/> APPROVED AS REVISED
AUDITOR-CONTROLLER	BY	CHIEF EXECUTIVE OFFICER
B.A. NO.	DATE	DATE

**CONSTRUCTION CONTRACT
CONSTRUCTION MANAGEMENT CORE SERVICE AREA
DEL VALLE GRADING PROJECT
APPROVE PROJECT AND PROJECT BUDGET
APPROVE APPROPRIATION ADJUSTMENT
ADOPT, ADVERTISE, AND AWARD
SPECS. 7875; CAPITAL PROJECT NO. 89159
(FISCAL YEAR 2023-24)
(SUPERVISORIAL DISTRICT 5)
(3-VOTES)**

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

OFFICIAL NOTICE
INVITING BIDS

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

<u>SD</u>	<u>SPECS</u>	<u>PROJECT</u>	<u>DATE OF BID OPENING</u>
5	7875	Del Valle Grading Project	September 11, 2023

Copies of the project manual and drawings for the project may be downloaded for free from the Public Works website <https://dpw.lacounty.gov/contracts/opportunities.aspx>. For bid information, please call Mr. Joseph Chang of Business Relations and Contracts Division at (626) 300-2346. Bids will only be accepted electronically through BidExpress, a secure bidding service website, at www.bidexpress.com. To submit the bid electronically, register with BidExpress at least one week prior to the bid opening date. Once the bidder is registered, an invitation will be sent to the bidder to allow access to the Public Contracting and Asset Management bid opening. There is a nominal service fee to use BidExpress. Each bid shall be submitted no later than 10 a.m. on September 11, 2023. Bids will be opened, examined, and declared by Public Works on Microsoft Teams Conference Meeting at 2 p.m. on this date.

ENCLOSURE C

August 8, 2023

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

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

PRE-BID CONFERENCE

Public Works, Project Management Division I, will hold a prebid conference/site visit on Monday, August 21, 2023, at 11 a.m., at the project site, 28101 Chiquito Canyon Road, Castaic, CA 91384, to provide information on the project, bidding process, and answer any questions that the potential bidders may have. Attendance is strongly recommended.

For further directions, please contact Mr. Chang at (626) 300-2346 or jochang@pw.lacounty.gov.

OTHER INSTRUCTIONS

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

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

August 8, 2023

Americans with Disabilities Act Information



Individuals requiring reasonable accessibility accommodations may request written materials in alternate formats, physical accessibility accommodations, sign language interpreters, or other reasonable accommodations by contacting our departmental Americans with Disabilities Act Coordinator at (626) 458-4081, from 7:30 a.m. to 5 p.m., Monday through Thursday (excluding holidays). Persons who are deaf or hard of hearing may make contact by first dialing the California Relay Service at 7-1-1. Requests should be made at least one week in advance to ensure availability. When making a reasonable accommodation request, please reference PMI-3.

Información sobre la Ley de Estadounidenses con Discapacidades



Individuos que requieran acomodamiento razonable pueden solicitar materiales escritos en formatos alternativos, acomodamiento físico, intérpretes en lenguaje de señas Americano u otros acomodamientos razonables comunicándose con nuestro Coordinador Departamental de la Ley de Estadounidenses con Discapacidades al (626) 458-4081, de 7:30 a.m. a 5 p.m., lunes a jueves (excluyendo días festivos). Personas con problemas auditivos pueden comunicarse primer marcando al Servicio de Difusión de California al 7-1-1. Solicitudes pueden hacerse por lo menos una semana antes para asegurar disponibilidad. Cuando se haga una petición razonable para acomodo, por favor mencione PMI-3.

By order of the Board of Supervisors of the County of Los Angeles, State of California,
dated August 8, 2023.

Specs. 7875

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



GEORGE GASCÓN
LOS ANGELES COUNTY DISTRICT ATTORNEY

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

August 8, 2023

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

Dear Supervisors:

**AUTHORIZE THE LOS ANGELES COUNTY DISTRICT ATTORNEY TO ENTER
INTO A THREE-YEAR AGREEMENT WITH THE CALIFORNIA VICTIM
COMPENSATION BOARD TO ADMINISTER THE VICTIMS OF CRIME
REVOLVING FUND FOR THE CLAIMS VERIFICATION PROGRAM
FOR FISCAL YEARS 2023-24, 2024-25, AND 2025-26
ALL DISTRICTS (3 VOTES)**

SUBJECT

The County of Los Angeles District Attorney's Office (LADA) is requesting authority to enter into an agreement with the California Victim Compensation Board (CalVCB) and continue the administration of the revolving fund for the Victims of Crime Program of the Claims Verification Program for the period of July 1, 2023, through June 30, 2026. The current Agreement shall expire on June 30, 2023. This program pays for costs including the funeral/burial expenses for families of victims of crime and relocation costs for victims of domestic violence and/or sexual assault.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Adopt and affix a signature to the attached Resolution authorizing LADA to enter into an agreement with the State of California, CalVCB to continue the administration of the revolving fund for the Victims of Crime Program during the period of July 1, 2023, to June 30, 2026. Under this Agreement, the County will pay on behalf of the State, funeral/burial expenses for families of victims of crime and pay relocation costs for victims of domestic violence and/or sexual assault.
2. Authorize the District Attorney or his designee to serve as Project Director for the Revolving Fund Agreement, sign and approve revisions, amendments, and extensions that do not increase the Net County Cost of the Agreement, and terminate for the convenience when it is in the best interest of the Los Angeles County (County).

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the CalVCB Agreement to allow the LADA to provide assistance to victims of crime, by eliminating the need to wait for reimbursement from CalVCB, and by facilitating the payment of emergency relocation costs of victims of domestic violence and/or sexual assault. The CalVCB not only expedites reimbursement to crime victims but also enables the County to receive timely payment for hospital and other services rendered to victims treated at County facilities.

The CalVCB Agreement requires Board adoption of the enclosed Resolution to accept funding. This has been approved as to form by County Counsel.

IMPLEMENTATION OF STRATEGIC PLAN GOAL

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

FISCAL IMPACT/FINANCING

A revolving fund of \$200,000 is continuously replenished by the CalVCB as costs are incurred for the Victims of Crime Program. Funding has been included in the LADA's Adopted budget for FY 2023-24. There is no Net County Cost associated with this Agreement.

In light of the State budget situation, if funding for this program were to be terminated, the \$200,000 revolving fund advance would be returned to the State of California. The reimbursement to, or on behalf of, victims of crime would therefore be discontinued.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Pursuant to Penal Code Section 13835.2, the County Board of Supervisors designated the LADA as the major provider of comprehensive services to victims and witnesses of crime for the County. The LADA Claims Verification Unit has verified and submitted claims to the State for un-reimbursed financial losses, incurred by victims of crime, for the past thirty (30) years.

In FY 2018-19, Los Angeles County/City CalVCB Claims Verification Units received 11,210 victim compensation claims and paid \$16,204,328.40 to victims and their families. Of the amount, payments on relocation and funeral/burial claims totaled \$5,291,332.70. These pre-pandemic statistics are noted to more accurately demonstrate program activity during normal circumstances.

The Honorable Board of Supervisors

August 8, 2023

Page 3

IMPACT ON CURRENT SERVICES (OR PROJECTS):

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 a copy of the adopted Board letter, and a copy of the approved Resolution with a signature, to Talin Keledjian, LADA Grants and Contracts Section, 211 W. Temple Street, Suite 200 Los Angeles, California 90012. Any questions may be directed to Ms. Keledjian at (213) 257-2804 or via email at tkeledjian@da.lacounty.gov.

Respectfully submitted,

George Gascón
District Attorney

tk

Attachments

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

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

Department	DISTRICT ATTORNEY'S OFFICE
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Grant Project Title and Description	REVOLVING FUND - VICTIMS OF CRIME
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On behalf of the State, LADA's Bureau of Victim Services' Claims Verification Unit (CVU) processes emergency compensation claims that are filed by victims/claimants in Los Angeles County. The CVU is authorized to verify and pay out emergency funeral/burial claims for surviving families of criminal homicide victims and relocation expenses for victims of domestic violence, sexual assault, molestation, and gang violence. This arrangement expedites reimbursement to crime victims and enables the County to receive timely payment for emergency services rendered to the victims, including assistance with expedited funeral/burial service needs and relocation costs for victim safety.

Funding Agency	Program (Fed. Grant #/State Bill or Code #)	Grant Acceptance Deadline
California Victim Compensation Board (CalVCB)	PENAL CODE SECTION 13835.2 et seq.	N/A

Total Amount of Grant Funding	Revolving Fund	County Match	N/A
Grant Period	Begin Date: July 1, 2023	End Date: June 30, 2026	
Number of Personnel Hired Under This Grant	Full Time: 31	Part Time: 3	

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	_____
Will all personnel hired for this program be placed on temporary ("N") items?	Yes	<u>X</u>	No	_____
Is the County obligated to continue this program after the grant expires?	Yes	_____	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	_____	No	<u>X</u>
b.) Identify other revenue sources (describe below)	Yes	_____	No	<u>X</u>

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

Impact of additional personnel on existing space:

None

Other requirements not mentioned above:

None

Department Head Signature



Date

6-27-23

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

S23-003

PURCHASING AUTHORITY NUMBER (If Applicable)

VCB-7870

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

California Victim Compensation Board

CONTRACTOR NAME

County of Los Angeles

2. The term of this Agreement is:

START DATE

July 1, 2023

THROUGH END DATE

June 30, 2026

3. The maximum amount of this Agreement is:

\$0.00

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibits	Title	Pages
Exhibit A	Scope of Work	5
Exhibit B	Budget Detail and Payment Provisions	2
Exhibit C *	General Terms and Conditions	GTC 04/2017
Exhibit D	Special Terms and Conditions	9
Attachment 1	Revolving Fund Procedures	4
Attachment 2	Confidentiality Statement	3
Attachment 3	Acceptable Use of Technology Resources	5
Attachment 4	Acknowledgment of Policies	1
Attachment 5	Information Security Policy	6
Attachment 6	Information System Security and Confidentiality Acknowledgment	2
Attachment 7	Fraud Policy	3
Attachment 8	Password Policy	6
Attachment 9	Privacy Policy	4
Attachment 10	Board Resolution	

Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

S23-003

PURCHASING AUTHORITY NUMBER (If Applicable)

VCB-7870

*IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.***CONTRACTOR**

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

County of Los Angeles

CONTRACTOR BUSINESS ADDRESS

W. Temple Street, Suite 1200

CITY

Los Angeles

STATE

CA

ZIP

90012

PRINTED NAME OF PERSON SIGNING

George Gascón

TITLE

District Attorney

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

6-27-23

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

California Victim Compensation Board

CONTRACTING AGENCY ADDRESS

400 R Street, Suite 400

CITY

Sacramento

STATE

CA

ZIP

95811

PRINTED NAME OF PERSON SIGNING

Lynda Gledhill

TITLE

Executive Officer

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

SCM Vol 1 section 4.04 (A)(2)

EXHIBIT A
SCOPE OF WORK

1. This Agreement is entered between County of Los Angeles (Contractor) and the California Victim Compensation Board (CalVCB).
2. The purpose of this Agreement is to establish a process by which the Contractor may pay expenses on an emergency basis when the claimant would suffer substantial hardship if the payment was not made and when the payment would help the claimant with an immediate need.
3. Services shall be provided during the term of July 1, 2023, or upon final approval from CalVCB, whichever occurs later, through June 30, 2026. No work shall begin before that time. The services shall be provided during the working hours of 8:00 AM through 5:00 PM, Monday through Friday, excluding State holidays. At the beginning of each fiscal year the Contractor shall provide a list of scheduled holidays for the coming year. The Contractor shall obtain approval from the Joint Powers (JP) County Liaison Unit Manager in advance for any temporary changes in schedule or operating hours. The JP County Liaison Unit Manager shall approve all requests for overtime in advance.
4. The services shall be performed throughout the State of California designated sites as agreed upon by CalVCB and Contractor.
5. The project representatives during the term of this Agreement will be:

STATE AGENCY	CONTRACTOR
California Victim Compensation Board	County of Los Angeles
Name: Lynda Gledhill	Name: Tanishia G. Wright
Phone: 916-491-3501	Phone: 626-514-1235
Fax: 916-491-6435	Fax: 626-569-9541
Email: Lynda.Gledhill@victims.ca.gov	Email: TWright@da.lacounty.gov

Direct all inquiries to:

STATE AGENCY	CONTRACTOR
California Victim Compensation Board	County of Los Angeles
Unit: Joint Powers County Liaison	Unit: Grants Section
Attention: Jacqueline Hom	Attention: Anh Vo
Address: 400 R Street, Suite 400 Sacramento, CA 95811	Address: 211 W. Temple Street, Ste 200 Los Angeles, CA 90012
Phone: 916-491-3691	Phone: 213-257-2805

**EXHIBIT A
SCOPE OF WORK**

Fax: 916-491-6435	Fax: N/A
Email: Jacqueline.Hom@victims.ca.gov	Email: AVo@da.lacounty.gov

Either party may change any portion of the above contact information by providing thirty (30) days written notice of the change to the other party. No amendment of this agreement is needed to make such a change.

6. The CalVCB and County of Los Angeles agree:

A. Contractor shall pay emergency expenses pursuant to Government Code section 13952.5, subdivision (c)(3) in the categories listed below according to the Revolving Fund Procedures, Attachment 1.

- 1) Payment of verified funeral/burial expenses;
- 2) Payment of verified relocation expenses;
- 3) Payment of verified crime scene clean-up expenses; and
- 4) Payments of other verified emergency losses with the approval of the JP County Liaison Unit Manager.

B. The Contractor shall pay emergency expenses using its revolving fund for applications and bills related to crimes that occurred in the following location: County of Los Angeles.

Emergency expenses will be paid in additional counties as directed by the JP County Liaison Unit Manager or designee.

C. For emergency awards, the Contractor shall receive and verify applications and requests for reimbursement according to the procedures established by the California Victim Compensation Board Policy and Procedure Manual, known as the WikiManual or its replacement, available to Contractor staff with access to the Compensation and Restitution System (Cares2), the CalVCB automated claims management system. Upon verification, the Contractor shall issue payments from the revolving fund for allowed emergency expenses. The Contractor shall then use CalVCB claims management system to issue a payment to replenish the revolving fund in accordance with the process set out in the Revolving Fund Procedures, Attachment 1 and any other subsequent procedures required by CalVCB. The Contractor shall not implement additional stipulations against this Agreement which hinders the claimant from receiving funds when an immediate need for payment of an expense has been verified.

EXHIBIT A
SCOPE OF WORK

- D. The Contractor shall also ensure staff who authorize emergency payments are different from staff who issue the emergency payments and adhere to proper separation of duties and internal controls.

The Contractor staff shall not participate in criminal investigations or prosecution. The Contractor shall also ensure that the staff persons assigned to functions under this Agreement do not collect restitution or serve as a restitution specialist.

In addition, the Contractor shall obtain CalVCB's prior written permission if staff persons assigned to functions under this Agreement will perform any other County functions.

- E. The Contractor shall establish and enforce procedures to ensure that funds paid under this Agreement are released only to the person authorized by the claimant to receive the funds or to the provider of services or for qualified commodities paid under this Agreement.

CalVCB and the Contractor shall comply with all applicable State and Federal requirements. In compliance with Internal Revenue Code 6041 (26 U.S.C.A. § 6041), CalVCB shall issue the Contractor a Miscellaneous Income (Form 1099-MISC) at the end of the calendar year stating the amount that the Contractor received as payee from CalVCB that calendar year. The Contractor shall be responsible for issuing a Form 1099-MISC to each provider paid through the use of Revolving Funds, in accordance with Federal requirements no later than January 31st, of the following year. In accordance with CalVCB procedures, the Contractor shall submit a Request for Taxpayer Identification Number and Certification (Form W-9) or a Payee Data Record (Std. 204) to CalVCB for all providers to be paid through the CalVCB claims management database.

- F. The Contractor shall exercise internal control over the issuance of funds and requests for reimbursement of funds to replenish the account.
- G. The Contractor shall make a reasonable attempt to collect any overpayments made from its revolving fund according to the Revolving Fund Procedures, Attachment 1.
- H. The Contractor shall use all forms and processes required by CalVCB as stated in the Revolving Fund Procedures, Attachment 1.
- I. The Contractor shall only use information collected under this Agreement for the purpose of verifying and adjudicating claims.

EXHIBIT A
SCOPE OF WORK

- J. The Contractor will use the Cares2, the CalVCB automated claims management system, to perform the work under this Agreement. The Contractor shall ensure that all staff performing duties under this Agreement comply with CalVCB statutes, regulations, guidelines, procedures, and processes.
- K. The Contractor shall maintain the highest customer service standards and shall ensure that claims are processed accurately and efficiently, that recipients of services receive prompt responses to their inquiries and are treated with sensitivity and respect. The Contractor shall demonstrate and apply trauma-informed principles and practices when communicating verbally and in writing with recipients of services. Should CalVCB communicate to the Contractor any complaint or concern about the foregoing, the Contractor shall respond to CalVCB within a reasonable time as requested by CalVCB.
- L. In compliance with the CalVCB Continuity Plan and in the event of a statewide or local emergency, within 30 calendar days from the execution of the Agreement, the Contractor will provide the name and emergency cellular contact information for the designated person responsible to maintain the services of the Revolving Fund (RF) account agreement to the JP-Invoice@victims.ca.gov email account.
- M. Upon execution of this Agreement and within 30 calendar days, the Contractor shall submit, to the JP County Liaison Unit Manager for approval, the Contractor's Description of Revolving Fund Procedures. These procedures shall include a written description of the procedures for operating the revolving fund. The description shall include a list of all personnel authorized to request a disbursement from the revolving fund and a list of all personnel authorized to make such a disbursement. The description shall also include a complete explanation of the manner in which the revolving fund is operated, the timeframe for the issuance of any payment from the fund, the time frame for any payment to be considered void if not presented for payment and copies of any forms that are used in the distribution of the funds. Failure to submit the Revolving Fund Procedures within 45 calendar days shall place the Contractor out of Agreement compliance. If any changes are made to the Contractor's Description of Revolving Fund Procedures, the Contractor shall notify CalVCB prior to the changes taking effect for approval.

7. Incompatible Work Activities

Contractor's staff assigned to perform services for CalVCB shall not:

- A. Engage in any conduct that is clearly inconsistent, incompatible, or in conflict with his or her assigned duties under this Agreement, including but not limited to: providing services that could be compensated under the CalVCB program.

**EXHIBIT A
SCOPE OF WORK**

- B. Use information obtained while doing work under this Agreement for personal gain or the advantage of another person.
- C. Disclose any confidential information except as required by law or authorized by CalVCB. Confidential information includes, but is not limited to, information about applicants, applications and documents associated with applications.
- D. Provide or use the names of persons or records of the CalVCB for a mailing list which has not been authorized by CalVCB.
- E. Represent himself or herself as a CalVCB employee.
- F. Take any action with regard to a CalVCB claim or restitution matter with the intent to obtain private gain or advantage.
- G. Involve him or herself in the handling of any claim or restitution matter when he or she has a relationship (business or personal) with a claimant or other interested party.
- H. Knowingly initiate any contact with a claimant, person for whom restitution may be sought, or person against whom restitution may be collected, unless the contact is for the purposes of carrying out the services under this Agreement and is done in an appropriate manner.

In accordance with all applicable laws, all contracted staff are required to comply with the State's efforts to maintain a drug-free working environment. CalVCB has a vital interest in maintaining safe, healthy, and efficient working conditions. Contracted staff's ability to perform duties safely and effectively can be impaired by use of illegal drugs, alcohol, legally prescribed medications or a combined use of these substances. Substance abuse poses serious safety and health risks not only to contracted staff, but to fellow workers and others with whom the contracted staff has contact.

It shall be the Contractor's responsibility to ensure that every staff person assigned to provide contracted services to CalVCB is made aware of and abides by this provision. If an assigned staff person is unwilling or unable to abide by this provision, the staff person should no longer be assigned to perform the services required by the Agreement. Any questions should be directed to CalVCB's Legal Office at (916) 491-3605.

- 8. If there is any conflict between Attachments 1 through 10, and any provisions in the STD 213 Agreement, including Exhibits A, B, C, and D, the provisions in the Agreement shall prevail over the Attachments.

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

1. Revolving Fund

To establish a revolving fund account, CalVCB advanced the Contractor a total of \$200,000.00, which consists of \$100,000.00 in fiscal year 1999/2000 and \$100,000.00 in fiscal year 2000/2001, as authorized by Government Code section 6504 to pay qualifying claims identified in Exhibit A.

2. Budget Contingency Clause

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this agreement does not appropriate sufficient funds for the program, this agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to the Contractor or to furnish any other consideration under this Agreement and the Contractor shall not be obligated to perform any provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either terminate this Agreement with no liability to the State or offer an amendment of this Agreement to the Contractor to reflect the reduced amount.

3. Reporting Revolving Fund Use

- A. In order to perform an accurate reconciliation of the revolving fund, CalVCB requires that each month the Contractor shall submit a written accounting of the disbursements and reimbursements made to the Contractor's revolving fund account.

Required documentation shall be submitted to the JP County Liaison Unit designee at JP-Invoice@victims.ca.gov and CalVCB Accounting Inbox at AccountingMailbox@victims.ca.gov, by the tenth (10th) day of each month.

- B. Required documentation shall include:

1) Revolving Fund Disbursement Log

- a) The spreadsheet for the Revolving Fund Disbursement Log shall be provided by CalVCB.

2) Bank Statements or General Ledger Report

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

- a) If statements are comingled with other funds, then a General Ledger report with only revolving fund transactions is required.
 - b) Debit information should include the county check number. This check number will be reconciled with the Revolving Fund Disbursement Log to determine the application identification number.
 - c) Credit information should also include deposit information that states what claim payments are being deposited by application identification number and a copy of the corresponding warrant from the State Controller's Office (SCO).
- 3) Summary of any discrepancies e.g. voided transactions, errors in posting, overpayments, etc.
- C. According to the process set out in the Revolving Fund Procedures, Attachment 1, the Contractor shall submit a report within (30) days after the end of the fiscal year that details all transactions in the revolving fund, including but not limited to the following information: beginning and ending balance of the fund, the number of applications, number of bills, total amount disbursed from the revolving fund, total number of bills by service type (e.g., funeral/burial, relocation expense, etc.), total amount paid by service type, and percentage disbursed based on service type.

EXHIBIT C
GENERAL TERMS AND CONDITIONS

General Terms and Conditions (GTC 04/2017)

All documents issued under this contract incorporate the contract terms and applicable California General Terms and Conditions for non-IT services:

<https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language>

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

1. Settlement of Disputes

- A. Any dispute concerning a question of fact arising under this Agreement that is not disposed of by mutual agreement shall be decided by CalVCB's Administration Division Chief or designee, who may consider any written or verbal evidence submitted by the Contractor. The decision of the Administration Division Chief, issued in writing, shall be CalVCB's final decision regarding the dispute.
- B. Neither the pendency of a dispute nor its consideration by the Administration Division Chief will excuse the Contractor from full and timely performance in accordance with the terms of the Agreement.

2. Termination

- A. If, after award and execution of the Agreement, the Contractor's performance is unsatisfactory, the Agreement may be terminated for default. Default is defined as the Contractor failing to perform services required by the Agreement in a satisfactory manner.
- B. CalVCB reserves the right to terminate this Agreement without cause upon thirty (30) days written notice to the Contractor or immediately in the event of default or material breach by the Contractor.

3. Termination For Convenience

CalVCB or the Contractor reserves the right to terminate this Agreement upon thirty (30) days written notice to the other party. In such an event, the Contractor shall return all Revolving Fund monies to be deposited into the CalVCB Restitution Fund and will be compensated for actual costs incurred in accordance with the terms of the Agreement up to the date of termination. Invoicing of the above mentioned costs shall be submitted to CalVCB within thirty (30) calendar days of the date of termination.

4. Amendments

This Agreement may be amended in writing by mutual written consent of both parties.

5. Subcontracting

All subcontracting must comply with the requirements of the State Contracting Manual, Volume 1, Section 3.06. Nothing contained in this agreement or otherwise shall create any contractual relation between the State and any sub-contractors, and no

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

subcontract shall relieve the Contractor of their responsibilities and obligations herein. The Contractor agrees to be as fully responsible to the State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by Contractor. The Contractor's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to the Contractor. As a result, the State shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

6. Executive Order N-6-22 Russia Sanctions

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this Agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

7. Americans with Disabilities Act

Contractor agrees to ensure that deliverables developed and produced, pursuant to this Agreement shall comply with the accessibility requirements of Sections 7405 and 11135 of the California Government Code, Section 508 of the Rehabilitation Act of 1973 as amended (29 U.S.C. § 794d), regulations implementing the Rehabilitation Act of 1973 as set forth in Part 1194 of Title 36 of the Code of Federal Regulations, and the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 et seq.). In 1998, Congress amended the Rehabilitation Act of 1973 to require Federal agencies to make their electronic and information technology (EIT) accessible to people with disabilities. California Government Code Sections 7405 and 11135 codifies Section 508 of the Rehabilitation Act of 1973 requiring accessibility of EIT.

8. Regulations and Guidelines

A. All parties agree to abide by all applicable federal and state laws and regulations and CalVCB guidelines, procedures, directives and memos as they pertain to the performance of this Agreement. Contractor agrees to pay Contractor staff in

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

accordance with federal and state labor laws.

9. Program Evaluation and Monitoring

The Contractor shall make available to CalVCB, and its representatives, for purposes of inspection, audit and review, any and all of its books, papers, documents, financial records and other records pertaining to the operation of this Agreement. The records shall be available for inspection and review during regular business hours throughout the term of this Agreement, and for a period of three (3) years after the expiration of the term of this agreement.

10. Performance Assessment

- A. CalVCB may assess and evaluate the Contractor's performance based on data from Cares2. This includes completed disposition information, inventory, notes, amended orders, uploaded documents, and all activity.
- B. CalVCB reserves the right to revoke the logon of any Contractor whose performance is consistently poor or below average based on the performance criteria used by CalVCB or who does not comply with the Agreement provisions. CalVCB may monitor performance under the Agreement and report performance to the Contractor and their supervisor/manager.
- C. CalVCB may set performance and production expectations or goals for the Contractor related to the fulfillment of the services in this Agreement. The expectations may include but are not limited to: specific time frames for completion of work; specific amount of work to be completed within given time frames; specific standards for the quality of work to be performed; and the amount of restitution imposed. CalVCB may provide written notice of the performance and production expectations to the Contractor and their supervisor/manager. If the Contractor fails to achieve the performance and production expectations set by CalVCB, CalVCB may reduce the amount of the contract or terminate the Agreement.

11. Confidentiality Of Records

All financial, statistical, personal, technical and other data and information relating to the State's operations which are designated confidential by the State and made available to the Contractor in order to carry out this Agreement, or which become available to the Contractor in carrying out this Agreement, shall be protected by the Contractor from unauthorized use and disclosure through observance of the same or more effective procedural requirements as are applicable to the State. This includes the protection of any extractions of CalVCB's confidential data for another purpose.

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

Personal identifiable information (PII) shall be held in the strictest confidence and shall not be disclosed except as required by law or specifically authorized by CalVCB in accordance to the CalVCB Information Security Policy, Attachment 5.

CalVCB's Custodian of Records in Sacramento shall be notified when an applicant or applicant's representative requests a copy of any document in or pertaining to the claimant's file. The Contractor shall not disclose any document pursuant to any such request unless authorized to do so by CalVCB's Executive Officer, Chief Deputy Executive Officer, or Chief Counsel.

CalVCB's Custodian of Records at CalVCB Headquarters in Sacramento is to be immediately notified of any request made under the Public Records Act (Gov. Code, § 7920.000, et. seq.) or the Information Practices Act (Civ. Code, § 1798, et. seq.) for information received or generated in the performance of this Agreement. No record shall be disclosed pursuant to any such request unless authorized by CalVCB's Legal Division. Please contact (916) 491-3651 or CPRA@victims.ca.gov with any requests.

The Contractor shall ensure that all staff are informed of and comply with the requirements of this provision and any direction given by the CalVCB. The Contractor shall complete and submit a signed Information Systems Security and Confidentiality Acknowledgement, Attachment 6, to:

California Victim Compensation Board
Joint Powers County Liaison Unit
JP-Invoice@victims.ca.gov

The Contractor shall be responsible for any unauthorized disclosure by Contractor staff persons performing duties described in this Agreement, regardless of whether or not the services of such staff persons are paid for by CalVCB, and shall indemnify, defend and hold harmless the State, its officers, agents and employees from any and all claims, losses, damages, penalties, fines, and attorney fees resulting from the unauthorized disclosure of CalVCB records by such staff persons.

To mail requests and correspondence related to this section of the Agreement, send to:

California Victim Compensation Board
Joint Powers County Liaison Unit
JP-Invoice@victims.ca.gov

12. Retention of Records

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

A. Application Records

The Contractor shall retain all documents related to applications entered into the Compensation and Restitution System (Cares2), the CalVCB automated claims management system, for one year from the date the document is received. After one year, the Contractor shall contact the JP County Liaison Unit to make arrangements for the documents to be destroyed consistent with the CalVCB Records Retention schedule.

B. Administration and Fiscal Records

The Contractor shall retain any other records relating to the operation of this Agreement, including, but not limited to, payroll, time-keeping, accounting records and electronic records for seven years from the date the record is created.

C. All electronically retained documents shall have the same legal effect as an original paper document.

D. The Contractor shall not destroy any files or records without written authorization from CalVCB.

13. Subpoena

The Contractor is not the Custodian of Records for any of the materials it creates or receives pursuant to this Agreement. The Contractor shall post a notice in its receiving department or other appropriate location stating that subpoenas for all records from CalVCB must be personally served on CalVCB at the California Victim Compensation Board, Attn: Legal Division at 400 R Street, Ste. 500, Sacramento CA 95811. The Contractor may also contact the Legal Division at (916) 491-3651 for assistance or questions.

When documents are subpoenaed, the Contractor shall provide CalVCB with all requested documents in the most expedient manner to meet the time constraints of the subpoena, including the use of overnight express mail.

The Contractor is not the Custodian of Records and may not testify in court on behalf of CalVCB.

14. Compliance with CalVCB Policies

The Contractor shall ensure that all staff review and comply with the requirements of

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

the Acceptable Use of Technology Resources (Attachment 3), Privacy Policy (Attachment 9), Password Policy (Attachment 8), and Fraud Policy (Attachment 7). Staff are required to fill out and submit signed copies of the CalVCB Confidentiality Statement (Attachment 2), the Information Systems Security and Confidentiality Acknowledgement (Attachment 6), and Acknowledgement of Policies (Attachment 4) to:

California Victim Compensation Board
Joint Powers County Liaison Unit
JP-Invoice@victims.ca.gov

The Contractor shall annually submit to CalVCB the Information Systems Security and Confidentiality Acknowledgement, Attachment 6, signed by each staff member performing services under this Agreement, whose salary or a portion thereof is paid through this Agreement, or who supervises staff members performing services under this Agreement. Confidentiality statements must be submitted within ten (10) business days of the start date of new staff and annually each year by mail, email or fax. Access to the CalVCB claims management system will be granted upon receipt of the signed confidentiality statement.

15. Utilization of Computer System

The Contractor shall ensure all Contractors performing the duties described in this Agreement comply with CalVCB policies, guidelines, procedures, directives, and memos, pertaining to the use of Cares2, regardless of whether the services of such staff persons are paid for by CalVCB. CalVCB reserves the right to revoke access to Cares2 at any time and to amend this agreement to align with changing or updating requirements around procurement, usage, disposition, and security of State Information Technology (IT) assets, which may include, but are not limited to, computer systems, software, and equipment.

16. Security and Privacy Compliance

The Contracted staff assigned to perform services for CalVCB must adhere to the following provisions.

Staff shall not:

- A. Attempt to access the Cares2 application from any location other than their

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

assigned work location, this includes restrictions on working remotely unless written authorization is obtained from the JP County Liaison Unit Manager.

- B. Share individual login ID and password with anyone else.
- C. Allow their computer to remember a password to the Cares2 application.
- D. Walk away from their computer without locking the screen.
- E. Leave documents with personal identifiable information (PII) unattended on printers or fax machines, or in cubicles, offices or conference rooms.
- F. Disclose any PII information to unauthorized users.
- G. Send any PII via email. Staff should use application numbers, bill numbers and initials only (if necessary). Staff should use encrypted email if they must send email containing PII information.
- H. Visit untrusted websites or open any attachments or links from untrusted email.
- I. Uninstall or disable anti-virus software and automatic updates.
- J. Install any unauthorized or unlicensed software.
- K. Plug a mobile phone, personal USB drive or other peripheral device into the network system or desktop computer.

Any virus attacks, security violations, suspected security incidents, or privacy breaches should be reported immediately to your county Information Security Officer (ISO) and your supervisor. You must also notify the JP County Liaison Unit Manager and copy CalVCB's IT Help Desk and ISO by sending an email to: ServiceDesk@victims.ca.gov and to InfoSecurityOffice@victims.ca.gov.

The Contractor and all staff with access to CalVCB computer systems are required to complete Information Security and Privacy Training, including at a minimum training regarding Social Engineering and Phishing, Privacy and Password Protection, Browsing Safely, and Ransomware at least annually.

The Contractor and staff shall submit the self-certification demonstrating completion of the required training within thirty (30) days of the Agreement start date to the CalVCB Contract Manager and annually thereafter. All new Contractors with access

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

to CalVCB computer systems must complete the training within thirty (30) days from the date of hire.

Any training costs incurred by the Contractor for compliance with this section will be the responsibility of the Contractor.

In case of non-compliance, CalVCB may suspend access to CalVCB computer systems (including but not limited to Cares2 and CalVCB online) until such time as compliance is achieved and proof provided to CalVCB.

All other terms and conditions under this Agreement shall remain the same, in full force, and effect.

17. Information Technology Equipment and Software

- A. The Contractor is responsible for the purchase, configuration, installation, and support of all personal productivity computer equipment used for CalVCB data processing activities.
- B. The Contractor shall certify that it has appropriate systems and controls in place to ensure that computer software is acquired, operated, and maintained in a manner that complies with applicable copyrights.
- C. The Contractor agrees to apply all security patches and upgrades and keep anti-virus software executed and up to date on any machine CalVCB data may be accessed or used. The Contractor shall apply appropriate end point protection, data encryption, and data loss prevention technologies. All machines must be configured to accept and apply software and security updates for all software installed on the computer. This includes the operating system, applications, programs, utilities, and anti-virus software.
- D. CalVCB reserves the right to access and audit all IT assets including software, equipment, and computers, to ensure they are patched, used, and operated in a manner consistent with State policy and the terms of this Agreement.
- E. All personal computers should use the following hardware, or an approved equivalent, which is the current standard for CalVCB:
 - 1) Intel current Generation Multi-Core i7 Processor
 - 2) 16 GB RAM or better
 - 3) 256 GB Hard Drive or better
 - 4) Network Port

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

- 5) USB Port(s)
- 6) 24" Flat Panel Monitor
- 7) USB Keyboard
- 8) USB Mouse or Trackball

F. All personal computers should use the following software, or an approved equivalent, which is the current standard for CalVCB:

- 1) Current Windows Enterprise Operating System
- 2) Current version of Microsoft Edge or Google Chrome
- 3) Windows Media Player or equivalent
- 4) Current supported version of Microsoft Office
- 5) Current supported version of Adobe Acrobat Reader or Professional
- 6) Current anti-virus protection software

The Contractor must notify by email CalVCB's Information Technology (IT) Division at ServiceDesk@victims.ca.gov and the Contract Manager or designee of any change of a public internet protocol (IP) address within one (1) business day of the change.

18. Return of Revolving Funds

CalVCB reserves the right to request, upon thirty (30) days written notification, the return of all revolving fund monies to be deposited into CalVCB Restitution Fund.

REVOLVING FUND PROCEDURES

1. Document Substantial Financial Hardship and Immediate Need

- A. The Revolving Fund may be used to pay urgent or unexpected expenses that are allowed by CalVCB statutes, regulations and policies. Typically, these expenses are considered through the Emergency Award (EA) process. Emergency awards can only be allowed in cases where there would be substantial financial hardship if an award were not paid right away and/or where there is an immediate need for payment to the claimant or the provider on behalf of the claimant.
- B. Substantial financial hardship means that without the emergency award the claimant cannot provide for the necessities of life including, but not limited to:
 - 1) Shelter
 - 2) Food
 - 3) Medical care or
 - 4) Personal safety
- C. The inability to pay for funeral and burial expenses or crime scene clean up expenses without the emergency award can constitute substantial financial hardship.
- D. The amount awarded depends on the claimant's immediate need. Pay just those compensable expenses that, if not paid immediately, would cause a substantial financial hardship.

2. Contact the Provider

- A. Payments from the Revolving Fund should be verified:
 - 1) To be a substantial financial hardship to the claimant,
 - 2) To be an immediate need and
 - 3) That the provider will not provide services unless payment is received immediately
- B. Prior to making payments to a provider of service on behalf of the claimant, local county staff will contact the provider by phone to assess whether they are willing to wait for payment through the regular claims process.
- C. Document the conversation in the Compensation and Restitution System (Cares2), specifying whether or not the provider is willing to wait for the payment.

3. Assess Eligibility

- A. Prior to making a payment from the Revolving Fund review the application and associated documents (per instructions in the CalVCB online manual) to make a preliminary assessment regarding the eligibility of the application.
- B. Whenever possible determine eligibility of the application prior to issuing the Revolving Fund payment, however, if circumstances do not allow for a complete eligibility assessment, follow the instructions found in the CalVCB online manual for making an emergency award.
- C. Do not issue a Revolving Fund payment in a case where issues that may bar eligibility are clearly evident. Consult with the Joint Powers (JP) County Liaison Unit if assistance is needed in reviewing eligibility issues.

4. Issuing and Documenting the Revolving Fund Payment

- A. Prior to issuing a Revolving Fund payment, all reimbursement sources must be reviewed. If necessary, contact the Probate, Settlement Recovery, and CRC Unit (PSRU) for authorization to pay the bill prior to issuance. Per instructions in the manual, document interactions with PSRU in Cares2. Escalate emergency claims by contacting your JP County Liaison Unit analyst for assistance.
- B. Confirm who needs to be paid (claimant or provider on behalf of the claimant). If needed, obtain a W-9 form from the provider, which includes either the provider's Federal Tax Identification Number (FIN) or Social Security Number (SSN). This information is used to issue a future Form 1099.
- C. Payment authorization documents must be scanned into Cares2 or every Revolving Fund transaction. The format of the authorization documents may differ from county to county but must contain at a minimum:
 - 1) CalVCB Application Number
 - 2) Date of request
 - 3) Nature of request (including amount and payee)
 - 4) Evidence of substantial financial hardship or immediate need
 - 5) Status of application
 - 6) Signature of claims specialist making the request
 - 7) Signature of Victim Assistance Center Director or authorized designee approving request
 - 8) Signature of person issuing the check
 - 9) The person making the request, the person approving the request and the person issuing the check must be three different people

- D. Staff must enter a note into the Cares2 application summary for each Revolving Fund transaction. The note must be written according to the following format:

REVOLVING FUND PAYMENT: Payment in the amount of *[amount]* to *[payee]* has been issued from the Revolving Fund on date *[date]*. The Revolving Fund was used because *[document reason including substantial financial hardship/immediate need and the provider's unwillingness to wait for payment through CaRES, if applicable]*. Copies of Revolving Fund authorization documents *[authorization form and a copy of the check if available]* scanned into CaRES *[date]*.

5. Reimbursing the Revolving Fund

- A. The JP County Liaison Unit office should reimburse the Revolving Fund within 20 days of the time the Revolving Fund check was issued in order to keep funds flowing back into the Revolving Fund.
- B. Reimbursement to the Revolving Fund must also be documented in the application summary with a note in the following format:

REVOLVING FUND REIMBURSEMENT Bill ID no. BXX-XXXXX: This payment of *[amount]* to the *[County Emergency Fund]* is reimbursement for the Revolving Fund payment made in the amount of *[amount]* to *[payee]* on *[date]*.

6. Revolving Fund Disbursement Log

- A. Use the Revolving Fund Disbursement Log provided by CalVCB to document all outgoing and incoming Revolving Fund transactions. The log shall include, but is not limited to, the following information:
- The date of the transaction
 - Application and bill identification numbers
 - Claimant's initials
 - Payee name and federal tax identification number,
 - The county warrant number disbursed
 - The State warrant number used to reimburse the fund
 - Paid amount
- B. The disbursement log must reflect an accurate beginning balance from July 1, 2023, and should be cumulative for the year. Outstanding items from the prior fiscal year may be included on the July 2023 log in order to provide an accurate reconciliation.

7. Bank Statements or General Ledger Report

- A. If statements are comingled with other funds, then a General Ledger report with only revolving fund transactions is required.
- B. Debit information should include the county check number. This check number will be reconciled with the Revolving Fund Disbursement Log to determine the application identification number.
- C. Credit information should also include deposit information that states what claim payments are being deposited by application identification number and a copy of the corresponding check from the State Controller's Office (SCO).
- D. Summary of any discrepancies e.g. voided transactions, errors in posting, etc. Assign one person in the county office to maintain the Revolving Fund Disbursement Log to ensure that all required information is documented properly and reimbursements are requested promptly.

8. Submission of the Revolving Fund Disbursement Log and Bank Statement or General Ledger Report

- A. The Revolving Fund Disbursement Log and bank statement or general ledger must be submitted by the 10th day of the month following the reporting month. The Revolving Fund Disbursement Log must be submitted to:

CalVCB Accounting Division	AccountingMailbox@Victims.ca.gov
JP Revolving Fund	JP-Invoice@Victims.ca.gov

9. Overpayments

- A. If an overpayment is identified as a result of an error the Contractor made when issuing the Revolving Fund payment or when making the subsequent reimbursement to the county, the Contractor is responsible for making a reasonable attempt to collect the amount of the overpayment.
 - The Contractor shall report any overpayments or suspected overpayments to JP-Invoice@VICTIMS.CA.GOV at CalVCB as soon as the overpayments are identified.
 - The Contractor shall follow overpayment procedures established for processing overpayment. If the Contractor has made a reasonable attempt to recover the overpayment but the overpayment was not recovered, then CalVCB will pursue collection of the overpayment from the overpaid party. For a detailed description of overpayment procedures refer to the CalVCB manual.

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**BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES**

RESOLUTION

Accept Victims of Crime Revolving Fund
Agreement with the State of California,
California Victim Compensation Board

WHEREAS, the County of Los Angeles is charged with providing vital services in the area of courts, law enforcement, and adult and juvenile justice to a population in excess of ten million persons; and

WHEREAS, the County of Los Angeles Office of the District Attorney (DA) is authorized, pursuant to Government Code Section 26500.5, to enter into an Agreement for the receipt of Federal and/or State reimbursement from the California Victim Compensation Board (CalVCB) for the nature of services contemplated herein; and

WHEREAS, the Board of Supervisors of the County of Los Angeles, pursuant to Penal Code Section 13835.2, has designated the DA, through its Victim-Witness Assistance Program, as the major provider of comprehensive services to victims and witnesses of crime; and

WHEREAS, the CalVCB has been authorized to reimburse verified funeral/burial claims for families of victims of crime and pay relocation costs for victims of domestic violence and/or sexual assault; and

WHEREAS, the County of Los Angeles, acting through its Board of Supervisors, desires continued participation in programs for the verification of victim claims and payment of funeral/burial and domestic violence relocation expenses within its program area, for the three-year period commencing July 1, 2023 and ending June 30, 2026, and has the capability of providing such services through the DA's Claims Verification Unit; and

WHEREAS, the CalVCB has allocated funds for County FY 2023-24, 2024-25, and 2025-26 for the DA's Claims Verification Unit for these specific tasks;

NOW THEREFORE, BE IT RESOLVED, that the Board of Supervisors of the County of Los Angeles approves the submission for and acceptance of continued funding for County FY 2023-24, 2024-25, and 2025-26, upon approval of both the State and County, by the State of California, California Victim Compensation Board for the above-referenced program;

BE IT FURTHER RESOLVED that the State funds received hereunder shall not be used to supplant local funds controlled by this body;

BE IT FURTHER RESOLVED that the Board of Supervisors of the County of Los Angeles hereby authorizes the District Attorney, or her designee, to serve as Project Director for said program and to execute on behalf of Los Angeles County the Standard Agreement, and to perform all further tasks necessary for the completion of the project, including execution and submission of amendments, progress reports and payment requests to the Agreement;

I DO HEREBY CERTIFY that at a regular meeting on the Board of Supervisors of the County of Los Angeles on the _____ day of _____, 2023, the foregoing Resolution was adopted.


IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Board of Supervisors of the County of Los Angeles this _____ day of _____, 2023.

COUNTY OF LOS ANGELES

By _____
Chair, Board of Supervisors

1 APPROVED AS TO FORM BY
2 COUNTY COUNSEL:

3 DAWYN R. HARRISON

4 By 
5 _____
6 Elizabeth Pennington
7 Senior Deputy County Counsel
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CELIA ZAVALA
Executive Officer – Clerk of the
Board of Supervisors of the
County of Los Angeles

By _____
Deputy



GEORGE GASCÓN
LOS ANGELES COUNTY DISTRICT ATTORNEY

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

August 08, 2023

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

Dear Supervisors:

**FEDERAL EQUITABLE SHARING AGREEMENT AND ANNUAL CERTIFICATION
REPORT FOR FISCAL YEAR 2022-23
(ALL DISTRICTS) (3 VOTES)**

SUBJECT

Federal Equitable Sharing Agreement and Annual Certification Report for Fiscal Year (FY) 2022-23, a prerequisite to receive equitably-shared cash, property, or proceeds.

IT IS RECOMMENDED THAT THE BOARD:

Authorize the District Attorney, on behalf of the County of Los Angeles (County), to sign the enclosed Agreement which enables the Los Angeles District Attorney's Office (LADA) to continue participation in the Federal Equitable Sharing Program and report the use of federal equitable sharing funds received in FY 2022-23.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

In order for the LADA to receive federally forfeited cash, property, proceeds, and any interest thereon from the Federal Equitable Sharing Program, the LADA is required to submit an Annual Federal Equitable Sharing Agreement and Certification form.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

Participation in the Federal Equitable Sharing Program is consistent with the County's Strategic Plan Goal No. 3, Realize Tomorrow's Government Today, by pursuing operational effectiveness, fiscal responsibility, and accountability.

FISCAL IMPACT/FINANCING

Federal Equitable Sharing funds support law enforcement training, travel, communication, and other eligible law enforcement costs. In FY 2022-23, the LADA utilized \$1,344,385.21 in Federal Equitable Sharing funds.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Comprehensive Crime Control Act of 1984 authorized federal officials to implement a national asset forfeiture program to target criminals, including drug dealers and white-collar criminals who prey on the vulnerable for financial gain. One of the most important provisions of asset forfeiture is the authorization to share federal forfeiture proceeds with cooperating state and local law enforcement agencies. The Department of Justice Asset Forfeiture Program serves to deter crime and provide additional resources to state and local law enforcement agencies. Local law enforcement agencies receive proceeds based on their participation in a federal task force comprised of State and local agencies or from State or local investigations that are developed into federal cases.

Federal Equitable Sharing funds received from the Federal Equitable Sharing Program are deposited into a District Attorney Trust Fund and are used for eligible law enforcement operation costs. Forfeiture payments are made periodically by the U.S. Marshal's Service to the LADA via Automated Clearing House transfers.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

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

It is requested that the Executive Officer-Clerk of the Board return an adopted copy of this Board letter and the Federal Equitable Sharing Agreement and Annual Certification Report, with original signatures, to:

Lidia Youssef, Chief
Budget & Fiscal Services Division
Los Angeles County District Attorney's Office
211 West Temple Street, Suite 200
Los Angeles, California 90012

The Honorable Board of Supervisors
August 08, 2023
Page 3

Any questions may be directed to Lidia Youssef at (213) 257-2832 or via email at Lyousssef@da.lacounty.gov.

Respectfully submitted,

GEORGE GASCÓN
District Attorney

ri

Enclosures

c: Chief Executive Officer
County Counsel



Equitable Sharing Agreement and Certification



NCIC/ORI/Tracking Number: CA019153A

Agency Name: Los Angeles County District Attorney's Office

Type: Prosecutor's Office

Mailing Address: 211 West Temple Street, Suite 200
Los Angeles, CA 90012

Agency Finance Contact

Name: Youssef, Lidia

Phone: (213) 257-2832

Email: lyoussef@da.lacounty.gov

Jurisdiction Finance Contact

Name: Youssef, Lidia

Phone: (213) 257-2832

Email: lyoussef@da.lacounty.gov

ESAC Preparer

Name: Youssef, Lidia

Phone: (213) 257-2832

Email: lyoussef@da.lacounty.gov

FY End Date: 06/30/2023

Agency FY 2024 Budget: \$517,239,000.00

Annual Certification Report

Summary of Equitable Sharing Activity		Justice Funds ¹	Treasury Funds ²
1	Beginning Equitable Sharing Fund Balance	\$0.00	\$0.00
2	Equitable Sharing Funds Received	\$1,333,224.49	\$0.00
3	Equitable Sharing Funds Received from Other Law Enforcement Agencies and Task Force	\$0.00	\$0.00
4	Other Income	\$0.00	\$0.00
5	Interest Income	\$11,160.72	\$0.00
6	Total Equitable Sharing Funds Received (total of lines 2-5)	\$1,344,385.21	\$0.00
7	Equitable Sharing Funds Spent (total of lines a - n)	\$1,344,385.21	\$0.00
8	Ending Equitable Sharing Funds Balance (difference between line 7 and the sum of lines 1 and 6)	\$0.00	\$0.00

¹Department of Justice Asset Forfeiture Program Investigative Agency participants are: FBI, DEA, ATF, USPIS, USDA, DCIS, DSS, and FDA

²Department of the Treasury Asset Forfeiture Program participants are: IRS-CI, ICE, CBP and USSS.

Summary of Shared Funds Spent		Justice Funds	Treasury Funds
a	Law Enforcement Operations and Investigations	\$0.00	\$0.00
b	Training and Education	\$0.00	\$0.00
c	Law Enforcement, Public Safety, and Detention Facilities	\$0.00	\$0.00
d	Law Enforcement Equipment	\$1,344,385.21	\$0.00
e	Joint Law Enforcement/Public Safety Equipment and Operations	\$0.00	\$0.00
f	Contracts for Services	\$0.00	\$0.00
g	Law Enforcement Travel and Per Diem	\$0.00	\$0.00
h	Law Enforcement Awards and Memorials	\$0.00	\$0.00
i	Drug, Gang, and Other Education or Awareness Programs	\$0.00	\$0.00
j	Matching Grants	\$0.00	\$0.00
k	Transfers to Other Participating Law Enforcement Agencies	\$0.00	\$0.00
l	Support of Community-Based Programs	\$0.00	
m	Non-Categorized Expenditures	\$0.00	\$0.00
n	Salaries	\$0.00	\$0.00
	Total	\$1,344,385.21	\$0.00

Equitable Sharing Funds Received From Other Agencies

Transferring Agency Name	Justice Funds	Treasury Funds

Other Income

Other Income Type	Justice Funds	Treasury Funds

Matching Grants

Matching Grant Name	Justice Funds	Treasury Funds

Transfers to Other Participating Law Enforcement Agencies

Receiving Agency Name	Justice Funds	Treasury Funds

Support of Community-Based Programs

Recipient	Justice Funds	

Non-Categorized Expenditures

Description	Justice Funds	Treasury Funds

Salaries

Salary Type	Justice Funds	Treasury Funds

Paperwork Reduction Act Notice

Under the Paperwork Reduction Act, a person is not required to respond to a collection of information unless it displays a valid OMB control number. We try to create accurate and easily understood forms that impose the least possible burden on you to complete. The estimated average time to complete this form is 30 minutes. If you have comments regarding the accuracy of this estimate, or suggestions for making this form simpler, please write to the Money Laundering and Asset Recovery Section at 1400 New York Avenue, N.W., Washington, DC 20005.

Privacy Act Notice

The Department of Justice is collecting this information for the purpose of reviewing your equitable sharing expenditures. Providing this information is voluntary; however, the information is necessary for your agency to maintain Program compliance. Information collected is covered by Department of Justice System of Records Notice, 71 Fed. Reg. 29170 (May 19, 2006), JMD-022 Department of Justice Consolidated Asset Tracking System (CATS). This information may be disclosed to contractors when necessary to accomplish an agency function, to law enforcement when there is a violation or potential violation of law, or in accordance with other published routine uses. For a complete list of routine uses, see the System of Records Notice as amended by subsequent publications.

Single Audit Information**Independent Auditor****Name:** Becky Lau**Company:** Macias Gini & O'Connell LLP**Phone:** 213-408-8652**Email:** belau@mgocpa.com

Were equitable sharing expenditures included on the Schedule of Expenditures of Federal Awards (SEFA) for the jurisdiction's Single Audit for the prior fiscal year? If the jurisdiction did not meet the threshold to have a Single Audit performed, select Threshold Not Met.

YES ☒ NO ☐ THRESHOLD NOT MET ☐

Prior Year Single Audit Number Assigned by Federal Audit Clearinghouse: 13184520221

Affidavit

Under penalty of perjury, the undersigned officials certify that they have read and understand their obligations under the *Guide to Equitable Sharing for State, Local, and Tribal Law Enforcement Agencies (Guide)* and all subsequent updates, this Equitable Sharing Agreement, and the applicable sections of the Code of Federal Regulations. The undersigned officials certify that the information submitted on the Equitable Sharing Agreement and Certification form (ESAC) is an accurate accounting of funds received and spent by the Agency.

The undersigned certify that the Agency is in compliance with the applicable nondiscrimination requirements of the following laws and their Department of Justice implementing regulations: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 *et seq.*), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), and the Age Discrimination Act of 1975 (42 U.S.C. § 6101 *et seq.*), which prohibit discrimination on the basis of race, color, national origin, disability, or age in any federally assisted program or activity, or on the basis of sex in any federally assisted education program or activity. The Agency agrees that it will comply with all federal statutes and regulations permitting federal investigators access to records and any other sources of information as may be necessary to determine compliance with civil rights and other applicable statutes and regulations.

Equitable Sharing Agreement

This Federal Equitable Sharing Agreement, entered into among (1) the Federal Government, (2) the Agency, and (3) the Agency's governing body, sets forth the requirements for participation in the federal Equitable Sharing Program and the restrictions upon the use of federally forfeited funds, property, and any interest earned thereon, which are equitably shared with participating law enforcement agencies. By submitting this form, the Agency agrees that it will be bound by the *Guide* and all subsequent updates, this Equitable Sharing Agreement, and the applicable sections of the Code of Federal Regulations. Submission of the ESAC is a prerequisite to receiving any funds or property through the Equitable Sharing Program.

1. Submission. The ESAC must be signed and electronically submitted within two months of the end of the Agency's fiscal year. Electronic submission constitutes submission to the Department of Justice and the Department of the Treasury.

2. Signatories. The ESAC must be signed by the head of the Agency and the head of the governing body. Examples of Agency heads include police chief, sheriff, director, commissioner, superintendent, administrator, county attorney, district attorney, prosecuting attorney, state attorney, commonwealth attorney, and attorney general. The governing body head is the head of the agency that appropriates funding to the Agency. Examples of governing body heads include city manager, mayor, city council chairperson, county executive, county council chairperson, administrator, commissioner, and governor. The governing body head cannot be an official or employee of the Agency and must be from a separate entity.

3. Uses. Shared assets must be used for law enforcement purposes in accordance with the *Guide* and all subsequent updates, this Equitable Sharing Agreement, and the applicable sections of the Code of Federal Regulations.

4. Transfers. Before the Agency transfers funds to other state or local law enforcement agencies, it must obtain written approval from the Department of Justice or Department of the Treasury. Transfers of tangible property are not permitted. Agencies that transfer or receive equitable sharing funds must perform sub-recipient monitoring in accordance with the Code of Federal Regulations.

5. Internal Controls. The Agency agrees to account separately for federal equitable sharing funds received from the Department of Justice and the Department of the Treasury, funds from state and local forfeitures, joint law enforcement operations funds, and any other sources must not be commingled with federal equitable sharing funds.

The Agency certifies that equitable sharing funds are maintained by its jurisdiction and the funds are administrated in the same manner as the jurisdictions's appropriated or general funds. The Agency further certifies that the funds are subject to the standard accounting requirements and practices employed by the Agency's jurisdiction in accordance with the requirements set forth in the *Guide*, any subsequent updates, and the Code of Federal Regulations, including the requirement to maintain relevant documents and records for five years.

The misuse or misapplication of equitably shared funds or assets or supplantation of existing resources with shared funds or assets is prohibited. The Agency must follow its jurisdiction's procurement policies when expending equitably shared funds. Failure to comply with any provision of the *Guide*, any subsequent updates, and the Code of Federal Regulations may subject the Agency to sanctions.

6. Single Audit Report and Other Reviews. Audits shall be conducted as provided by the Single Audit Act Amendments of 1996 and OMB Uniform Administrative Requirements, Costs Principles, and Audit Requirements for Federal Awards. The Agency must report its equitable sharing expenditures on the jurisdiction's Schedule of Expenditures of Federal Awards (SEFA) under Assistance Listing Number 16.922 for Department of Justice and 21.016 for Department of the Treasury. The

Department of Justice and the Department of the Treasury reserve the right to conduct audits or reviews.

7. Freedom of Information Act (FOIA). Information provided in this Document is subject to the FOIA requirements of the Department of Justice and the Department of the Treasury. Agencies must follow local release of information policies.

8. Waste, Fraud, or Abuse. An Agency or governing body is required to immediately notify the Department of Justice's Money Laundering and Asset Recovery Section and the Department of the Treasury's Executive Office for Asset Forfeiture of any allegations or theft, fraud, waste, or abuse involving federal equitable sharing funds.

Civil Rights Cases

During the past fiscal year: (1) has any court or administrative agency issued any finding, judgment, or determination that the Agency discriminated against any person or group in violation of any of the federal civil rights statutes listed above; or (2) has the Agency entered into any settlement agreement with respect to any complaint filed with a court or administrative agency alleging that the Agency discriminated against any person or group in violation of any of the federal civil rights statutes listed above?

☐ Yes ☒ No

Agency Head

Name: GASCÓN, GEORGE

Title: District Attorney

Email: GGascon@da.lacounty.gov

Signature: _____ Date: _____

To the best of my knowledge and belief, the information provided on this ESAC is true and accurate and has been reviewed and authorized by the Law Enforcement Agency Head whose name appears above. Entry of the Agency Head name above indicates his/her agreement to abide by the Guide, any subsequent updates, and the Code of Federal Regulations, including ensuring permissibility of expenditures and following all required procurement policies and procedures.

Governing Body Head

Name: Mitchell, Holly

Title: Chair

Email: Mholly@bos.lacounty.gov

Signature: _____ Date: _____

To the best of my knowledge and belief, the Agency's current fiscal year budget reported on this ESAC is true and accurate and the Governing Body Head whose name appears above certifies that the agency's budget has not been supplanted as a result of receiving equitable sharing funds. Entry of the Governing Body Head name above indicates his/her agreement to abide by the policies and procedures set forth in the Guide, any subsequent updates, and the Code of Federal Regulations.

☐ I certify that I have obtained approval from and I am authorized to submit this form on behalf of the Agency Head and the Governing Body Head.



County of Los Angeles
INTERNAL SERVICES DEPARTMENT

1100 North Eastern Avenue
Los Angeles, California 90063

SELWYN HOLLINS
Director

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"Trusted Partner and Provider of Choice"

August 8, 2023

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

Dear Supervisors:

**LOS ANGELES COUNTY SHERIFF'S DEPARTMENT
BIOLOGICAL EVIDENCE STORAGE REFURBISHMENT PROJECT
CATEGORICAL EXEMPTION
ESTABLISH AND APPROVE CAPITAL PROJECT NO. 87984
APPROVE PROJECT BUDGET
AUTHORIZE USE OF JOB ORDER CONTRACT
(FY 2023-24)
(SUPERVISORIAL DISTRICT 4)
(3 VOTES)**

SUBJECT

Approval of the recommendations will find the Biological Evidence Storage Refurbishment Project exempt from the California Environmental Quality Act, establish and approve Capital Project No. 87984, approve the project budget, and authorize the Director of the Internal Services Department, or designee, to deliver the proposed project using a Board-approved Job Order Contract.

IT IS RECOMMENDED THAT THE BOARD:

1. Find the proposed Biological Evidence Storage Refurbishment Project exempt from the California Environmental Quality Act for the reasons stated in this letter and in the record of the project.
2. Establish and approve the proposed Biological Evidence Storage Refurbishment Project, Capital Project No. 87984, with a total budget of \$3,171,000 inclusive of, but not limited to, consultant

services, design, construction, jurisdictional approvals, contingencies, change orders, and County Services.

3. Authorize the Director of the Internal Services Department, or his designated representative, to deliver the Biological Evidence Storage Refurbishment Project using a Board-approved Purchasing Contract and Job Order Contract.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommendations will find the proposed Biological Evidence Storage Refurbishment Project (Project) exempt from the California Environmental Quality Act (CEQA), establish and approve Capital Project No. 87984, approve the project budget, and authorize the Internal Services Department (ISD) to deliver the proposed Project using a Board-approved Purchasing Contract and Job Order Contract (JOC).

The proposed Project is located within the undisclosed secured Sheriff Department's Biological Evidence Warehouse (BEW). The BEW was originally built in the mid 1980's and serves as the central repository for all evidence and property seized by the Sheriff's Department, which is also responsible for maintaining accurate chain of custody records for evidence in a secured storage environment.

Currently, the Sheriff's Department operates a combination of seventeen existing temporary and permanent walk-in freezers/cold storage containers to store biological evidence. In its current configuration, the BEW has almost reached full storage capacity. In order for the Sheriff's Department to maintain compliance with California Penal Code 1417 for evidence storage, additional onsite capacity is critically needed. Daily operations at the BEW is continuous, as evidence is being collected, stored and securely assigned to specific County Departments to assist with court case operations. The pace at which court cases are processed versus the intake of new biological evidence requiring storage is not often equal. Given the forensic importance of biological evidence in investigations, prosecutions, and post-conviction DNA testing, evidence is rarely disposed of and must be stored in a manner that protects it from degradation to ensure easy retrieval and identification. California Penal Code 1417.9, requires that any biological evidence secured in connection with a criminal case be retained for the period of time that any person remains incarcerated in connection with that case and may not be disposed of unless various other criteria is met. Therefore, the disposition or retention of stored biological evidence varies greatly and depends upon the statutes of limitations, adjudication, and other state or local law and court orders. The existing storage space at the BEW is projected to reach its capacity in approximately two (2) years based upon current and historical intake data. The lack of biological evidence storage space will result in the Sheriff Department's Crime Laboratory's inability to process new evidence in support of the Sheriff Department's law enforcement operations.

If biological evidence is not properly stored in a temperature-controlled environment, the Sheriff Department's Crime Laboratory operations will also be in violation of accreditation requirements due to its inability to properly store biological evidence, which would have a direct impact on evidence used in court cases. Therefore, approval of the proposed project will allow the Sheriff's Department to remain in compliance with California Penal Code 1417.9 for evidence storage and provide continuing biological evidence intake. It is anticipated that the two additional temperature-controlled storage units will provide storage capacity for approximately 30 years.

The installation of two modular temperature-controlled biological storage units will be approximately 2,940 square-feet in total (Storage Unit 1 equals 1,680 SF and Storage Unit 2 equals 1,260 SF). Both storage units shall have a two-level (mezzanine) storage shelving system, resulting in approximately 5,240 SF net storage capacity. Each unit will include a dedicated air-conditioning and humidity-control system, insulated ceiling panels with LED lighting, access controlled doors, fire and life safety systems, emergency panic buttons, security cameras and associated appurtenances. The two modular units will be purchased through a competitive procurement process. The units will be fabricated off-site and delivered and assembled on-site by a single vendor.

The required facility utilities to support the new units, which may include electrical, fire protection, domestic water, sanitary sewer and code compliant path of travel will be engineered by a Board approved Architect and Engineer. The approved facility utility modifications will be delivered through a Board approved Job Order Contractor.

The estimated construction project duration is approximately ten (10) months, which includes the completion of design, procurement of modular storage units, jurisdictional approvals, construction, and project completion.

Implementation of Strategic Plan Goals

These recommendations support the County Strategic Plan: Goal III. Realize Tomorrow's Government Today, Strategy III.3 - Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability, Objective III.3.2 Manage and Maximize County Assets by investing in public infrastructure that meets the goals and mission of the Sheriff's Department and operational effectiveness of an existing County asset and achieving long-term goals.

Green Building/Sustainable Design Program

The proposed Project will support the Board's Green Building/Sustainable Design Program by incorporating design features that will optimize energy efficiency.

The project will be designed and constructed to comply with Title 24 of the California Code of Regulations. Title 24 contains building standards to conserve electricity and natural gas in new and existing buildings within the State. When possible, ISD will document all Title 24 related improvements that qualify for Leadership in Energy and Environmental Design (LEED) building points to apply toward future LEED certification for the County building.

FISCAL IMPACT/FINANCING

The total cost for the proposed Project is currently estimated at \$3,171,000 which includes but is not limited to design, construction, procurement, contingencies, change order allowance, inspection/testing, and ISD County services (Enclosure A).

On June 26, 2023, the Board approved a one-time net County cost allocation of \$3,171,000 in the Fiscal Year 2023-24 Final Changes Budget for this proposed project. Sufficient funding is available

within the Fiscal Year 2023-24 Capital Projects/Refurbishments Budget for the proposed Biological Evidence Storage Refurbishment Project, under Capital Project No. 87984.

Operating Budget Impact

It is anticipated that the addition of two (2) temperature-controlled storage units within existing Sheriff's Department space will minimally increase operating and maintenance costs. Therefore, ISD and the Sheriff's Department do not anticipate any one-time start-up costs. Any additional ongoing maintenance costs that are a direct result of the proposed project will be funded by the Sheriff Department's operating budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

In accordance with the Board's Local and Targeted Worker Hire Policy, updated on June 11, 2019, the proposed Project will have a mandatory hiring requirement of at least thirty percent (30%) Local Workers and 10 percent (10%) Targeted Workers.

In accordance with the Board's Civic Art Policy, adopted on December 7, 2004, and last amended on August 4, 2020, the proposed Project budget includes one percent (1%) of eligible design and construction costs, in the amount of \$20,000, to be allocated to the Civic Art Fund.

ENVIRONMENTAL DOCUMENTATION

The proposed Project is categorically exempt from CEQA. The scope of work consists of refurbishments made to an existing space. Therefore, the work is within certain classes of projects that have been determined not to have a significant effect on the environment in that it will meet the criteria set forth in Sections 15301(a), 15302, 15303, and 15311 of the State CEQA Guidelines and Classes 1(d), 2, 3, and 11 of the County's Environmental Document Reporting Procedures and Guidelines, Appendix G because it includes repairs and minor alterations to existing public facilities with negligible or no expansion of use, replacement of features with the same purpose and capacity, placement of small equipment and accessory structures, and installation of equipment at existing facilities.

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

Upon the Board's approval of the proposed project, ISD will file a Notice of Exemption with the Registrar-Recorder/County Clerk in accordance with section 21152 of the California Public Resources Code and will post the Notice to its website in accordance with section 21092.2.

CONTRACTING PROCESS

The proposed Project will be delivered using an ISD Board-approved Purchasing Procurement Method of the storage units and JOC for the completion of installation. The standard Board-directed clauses,

including those that provide for contract termination and hiring qualified displaced county employees, are included in all JOCs.

The Vendor and JOC contractor who will perform the work is required to fully comply with applicable legal requirements, which among other things, include Chapters 2.200 (Child Support Compliance Program) and 2.203 (Contractor Employee Jury Service Program) of the Los Angeles County Code, and Section 1774 of the California Labor Code pertaining to payment of prevailing wages.

For this Project, ISD has made the determination that the use of a Vendor for the design and JOC is the most appropriate contracting method to perform the tasks involved. Specifically, to the extent the project entails repair, remodeling, refurbishment, or alteration, and the cost of such project exceeds \$50,000, such project would have to be performed via a competitively procured construction contract, such as a JOC, not by county employees, due to the "Force Account" limitations set forth in the Public Contract Code.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommendations will have minimal impact on current county services.

CONCLUSION

Please return one adopted copy of the board letter to the following: ISD Operations Service, the Chief Executive Office – Capital Programs Division, and the Sheriff's Department.

Respectfully submitted,

Selwyn Hollins
Director

SH:MO:ME:TD:sy

Enclosures

C: Executive Office, Board of Supervisors
Chief Executive Office
County Counsel
Arts and Culture (Civic Art Division)
Sheriff's Department

**PROJECT INFORMATION SHEET
SCHEDULE AND BUDGET SUMMARY**

PROJECT :	Bio Evidence Storage Refurbishment
CAPITAL PROJECT NO. :	87984

I. PROJECT SCHEDULE		
Project Activity	Duration	Scheduled Completion Date
Complete Construction Documents	3 months following Board approval	Nov 2023
Jurisdictional Approval	6 months following Board approval	Feb 2024
Award Construction Contract	7 months following Board approval	March 2024
Substantial Completion	8 months following Board approval	April 2024
Project Acceptance	10 months following Board approval	June 2024

II. BUDGET SUMMARY	
Budget Category	Proposed Budget
Construction	
Construction	\$ 1,750,000
Change Orders	\$ 359,000
Subtotal	\$ 2,109,000
Civic Art	\$ 20,000
Plans and Specifications	\$ 204,000
Jurisdictional Review/Plan Check/Permits	\$ 68,000
County Services	\$ 770,000
Total Project Budget	\$ 3,171,000



COUNTYWIDE CRIMINAL JUSTICE COORDINATION COMMITTEE



August 8, 2023

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

Handwritten signature: J. Hahn

FROM: Guillermo Viera-Rosa, Interim Chief Probation Officer
Chair, Public Safety Realignment Team

SUBJECT: Public Safety Realignment Implementation – August 2023 Update

Introduction

The Public Safety Realignment Team (PSRT) was established by the Board of Supervisors to coordinate the County's implementation of Public Safety Realignment (AB 109) and advise the Board on AB 109-related matters. Chaired by the Chief Probation Officer and comprised of multiple agencies and stakeholders, PSRT provides regular updates to your Board on focus areas and key activities of the committee.

This update covers three of PSRT's areas of focus since the February 2023 report was provided to your Board:

- PSRT goals and objectives for 2023;
- AB 109 funding recommendations for submission to the Chief Executive Office (CEO); and
- AB 109 evaluation efforts.

2023 PSRT Goals, Objectives, and Outcome Measures

In October 2022, PSRT approved three goals with accompanying objectives and outcome measures for 2023 (Attachment A). The overarching goals are as follows:

- Goal 1: Enhance the County's Post Release Community Supervision (PRCS) and pre-release processes to facilitate case planning, linkages to services, and reentry
- Goal 2: Enhance the Correctional Health Services (CHS) intake screening process and expand access to treatment
- Goal 3: Reduce the mental health population in the County jail system

These goals were subsequently submitted to the Board of State and Community Corrections (BSCC) in December 2022 as part of the PSRT's response to the state's annual survey on public safety realignment implementation.

The goals, objectives, and outcome measures were also incorporated into the PSRT's 2023 Community Corrections Partnership Plan, which was approved by your Board in February 2023.

The approved goals and objectives drive PSRT's meeting agendas and focus areas this year. Agendas feature presentations and discussions by lead departments on strategies to advance goals. In addition, follow-up reports back to the committee are scheduled at each PSRT meeting to allow departments to provide updates on subsequent actions that have been taken on discussed items.

This process enables the committee to track progress, address challenges, and identify collaboration opportunities to move efforts forward. The PSRT will continue to focus on these goals and will provide updates on their progress in the annual report to the BSCC in December and in future reports to your Board.

Funding Recommendations

The budgeting of the County's AB 109 funding is informed by County departments, Board priorities, legal mandates, and available funding levels, with the Chief Executive Office (CEO) making final budget recommendations to the Board during the supplemental budget cycle.

Per your Board's direction, PSRT also provides funding recommendations to the CEO for review and analysis as the recommended budget is being prepared.

Fiscal Year 2022-23 One-Time Funding Recommendations

PSRT submitted three funding recommendations to the CEO for consideration in the 2022 supplemental budget process that were included in the CEO's prepared supplemental budget and ultimately approved by your Board.

As previously reported, the supplemental budget also included an additional \$43 million of Community Corrections Subaccount one-time funding to be programmed in a manner consistent with AB 109 budgeting principles, with recommendations provided by PSRT.

PSRT developed and submitted a set of 21 funding recommendations to the CEO on February 17th. Following review and evaluation, the CEO recommended 16 of the 21 submissions for approval, with an additional recommendation approved and held in trust pending identification of ongoing funding by the implementing agency. The recommendations that were funded are outlined in Attachment B.

The CEO's recommendations were incorporated into department budgets during the Mid-Year Budget Adjustment 2 in June, enabling funded agencies to proceed with implementation accordingly.

Fiscal Year 2023-24 AB 109 Funding Recommendations (Supplemental Budget)

PSRT has also developed funding recommendations for submission during the current supplemental budget cycle in alignment with the final AB 109 funding level identified by the State.

Working with implementing agencies, PSRT's Ad Hoc Funding Work Group helped facilitate the development of recommendations for the committee's consideration at its July 20th meeting. Recommendations approved by the committee will be submitted to the CEO's Office for review and evaluation. CEO recommendations will then be included in the recommended supplemental budget presented to your Board.

AB 109 Program Evaluation

Background and Evaluation Framework

Per your Board's direction, PSRT is supporting the County's AB 109 program evaluation effort. In April 2022, PSRT, CCJCC, the Chief Information Office (CIO), and CEO developed an AB 109 program evaluation framework to guide the effort. Based on agreed upon criteria to ensure that the evaluation remains feasible, focused, and informative, the framework identified programs suitable for inclusion in the evaluation scope and provides proposed quantitative and qualitative outcome measures to help guide the overall direction.

Following the development of this framework, a data survey and a "Phase 0" analysis were conducted. The data survey, led by CCJCC with input from CIO staff, helped to collect information on the type of data available on each program identified for evaluation, to identify gaps, and to help guide the sequencing of evaluations. The "Phase 0" analysis, conducted by staff with the CIO's Analytics Center of Excellence (CIO-ACE), helped to update baseline data and code used in prior CIO reports to provide a high-level overview of justice outcomes of individuals subject to supervision or custody under AB 109.

Status Update

The evaluation project is being conducted in a series of studies in partnership with external researchers who will work with CIO and departments to access data and conduct the requested analysis on specific subject matter areas. CCJCC, CIO-ACE, and CEO are working with AB 109 implementing departments to drive the evaluation effort based on the framework developed.

The first evaluation report will focus on behavioral health treatment programs operated by the Department of Mental Health (DMH) and Department of Public Health – Substance Abuse Prevention and Control (DPH-SAPC), including community-based services and client engagement and navigation services for the AB 109 population.

The CIO's Office – in partnership with CCJCC and implementing departments – is initiating a competitive solicitation process to procure an evaluator. The solicitation is

targeted for release in August 2023. Funding for the evaluation is available in CCJCC's existing AB 109 budget.

Conclusion

The PSRT continues to meet regularly to review public safety realignment implementation in the County of Los Angeles and follow through with the direction provided from this Board. In addition, regular updates to your Board and the state will continue to inform on the progress of public safety realignment in this County.

If you have any questions about this update or need additional information, please contact me or Howard Wong, Acting Chief Deputy, at (562) 334-4221.

Attachments
GVR:HW:cm

c: Fesia Davenport, Chief Executive Officer
Celia Zavala, Executive Officer, Board of Supervisors
Dawyn R. Harrison, County Counsel
Mark Delgado, CCJCC

2023 PSRT Goals, Objectives, and Outcome Measures

Goal 1: Enhance the County's Post Release Community Supervision (PRCS) and pre-release processes to facilitate case planning, linkages to services, and reentry

Objective 1	Continue and grow the Pre-Release Video Conferencing (PRVC) program for individuals pending release from state prison to PRCS
Objective 2	Expand DMH and DPH-SAPC behavioral health efforts to assess Post-release Supervised Persons (PSPs) in custody in order to facilitate a seamless connection to community-based services upon release
Objective 3	Develop options to optimize and increase the provision of transportation of PSPs to treatment providers directly from jail or court
Objective 4	Enhance the Medi-Cal enrollment process based on the implementation of the California Advancing and Innovating Medi-Cal (CalAIM) pre-release initiative
Outcome Measure 1	Increase the number of PRVC contacts with individuals being released to Los Angeles County on PRCS to include all AB109 partner agencies, as appropriate, in order to support pre-release planning efforts
Outcome Measure 2	The number of clients contacted through jail in-reach efforts by probation and the number of clients successfully screened and linked to community-based mental health and SUD services by DMH and DPH-SAPC
Outcome Measure 3	Increasing agreements with partnering departments and/or CBOs to transport PSPs directly to treatment sites
Outcome Measure 4	The number of inmates exiting custody with approved Medi-Cal

Goal 2: Enhance the Correctional Health Services (CHS) intake screening process and expand access to treatment

Objective	Ensure that within 24 hours of intake, each inmate is screened in the reception center by a registered nurse to identify urgent or emergent medical and mental health needs.
Objective	Ensure that each inmate in the reception center who is identified as having emergent or urgent mental health needs is evaluated by a Qualified Mental Health Professional (QMHP) as soon as possible but no more than four hours from the time of identification.
Objective	Create a process at intake to identify individuals who report an opiate use disorder.
Objective	Implement a program for patients with opiate use disorders to increase access to Medication Assisted Treatment (MAT) for inmates.
Outcome Measure	Average length of time from custody intake to screening by a registered nurse
Outcome Measure	The percentage of inmates with an emergent or urgent mental health need who are evaluated within four hours of identification.
Outcome Measure	The number of justice-involved individuals who report opiate use disorder during intake.
Outcome Measure	The percentage of eligible patients who are offered medication assisted treatment while in custody.

Goal 3: Reduce the mental health population in the County jail system

Objective 1	Enhance and support the Office of Diversion and Reentry's (ODR) delivery of housing and intensive case management services to individuals with mental health disorders diverted from the jail
Objective 2	Continued implementation and operationalization of the County's Alternative Crisis Response (ACR) system and expand the number of mobile crisis response teams, including Mobile Crisis Outreach Teams (MCOT) and Psychiatric Mobile Response Teams (PMRTs)
Objective 3	Expand the Psychiatric Social Worker (PSW) program to serve additional clients facing potential custody sentences
Objective 4	Enhance the continuum of community-based services available so that individuals touched by the justice system can access high quality care at the appropriate level of service
Outcome Measure 1	The number of individuals supported in the ODR Housing Program, including the number of new clients served in FY 22-23.
Outcome Measure 2	Percentage of field response NOT requiring law enforcement involvement
Outcome Measure 3	The number of MCOT/PMRT teams deployed
Outcome Measure 4	Number of individuals diverted from incarceration with the assistance of the PSW program
Outcome Measure 5	Onboarding and training individuals for the PSW program

REFERENCE DOCUMENT

Public Safety Realignment Team (PSRT) Funding Recommendations: April 2023

Community Corrections Subaccount				
1	Public Safety Realignment Team (PSRT) \$43 Million One-time Set-Aside	<u>One-time</u>		
2		43.000		
3	Requests Recommended for Approval			
4		<u>Requested</u>	<u>Approved</u>	<u>Variance</u>
5	#1 APD - Post Bar Law Clerk Program	0.100	0.100	0.000
6	#2 APD - Training and Educational Materials	0.030	0.030	0.000
7	#3 DHS ICHS - Medication Assistance Treatment Pharmacy Services (Pitchess)	0.937	0.937	0.000
8	#4 DHS ICHS - Pyxis Automated Medstations	5.584	5.584	0.000
9	#5 DHS ICHS - Patient Facing Kiosks/Tablets	2.600	2.600	0.000
10	#6 DHS ICHS - Rees Scientific Automated Temperature Monitoring System	0.140	0.140	0.000
11	#7 DHS ICHS - Upgrade Radiology Diagnostic Infrastructure	1.122	1.122	0.000
12	#9 DHS - Medical Legal Community Partnership (MLCP)	0.400	0.400	0.000
13	#10 DMH - Twelve Transportation Vans and Training	0.665	0.665	0.000
14	#11b JCOD - Capacity Building Network in JCOD's Incubation Academy	7.500	7.500	0.000
15	#15 ODR - Capital Improvements and Enhancements at Interim Housing Sites	2.250	2.250	0.000
16	#16 ODR - MIST Community-Based Restoration Program (29 Beds)	1.580	1.580	0.000
17	#18 ODR - Sobering Center	2.040	2.040	0.000
18	Subtotal Requests Recommended for Approval	24.948	24.948	0.000
19				
20	Requests Recommended for Approval <u>as Amended</u>			
21	<u>Program</u>	<u>Requested</u>	<u>Approved</u>	<u>Variance</u>
22	#11a JCOD - Exp of Reentry Services and Programs (lessen prog growth on 1x funds)	7.500	4.500	(3.000)
23	#13 JCOD - RICMS (approve \$4.5M as requested, but \$1.5M annually over 3 years)	4.500	4.500	0.000
24	#20 PD - Investigator Internship Program (approve three of five years requested)	1.250	0.750	(0.500)
25	#22 PD - Social Worker Internship Program (approve three of five years requested)	2.340	1.404	(0.936)
26	Subtotal Requests Recommended for Approval <u>as Amended</u>	15.590	11.154	(4.436)
27				
28	Total Approvals (Line 18 + Line 26)	40.538	36.102	(4.436)
29				
30	Available Balance*		6.898	
31				
32	Requests <u>Not</u> Recommended for Approval At This Time			
33	<u>Program</u>	<u>Requested</u>	<u>Approved</u>	<u>Variance</u>
34	#8 DEO - Expansion of Career Center Pilot Program at CRDF (ongoing program)	1.700	0.000	(1.700)
35	#12 JCOD - Breaking Barriers (funding for anticipated gap already secured)	1.500	0.000	(1.500)
36	#17 ODR - Skid Row Health Hub (creates structural deficit if funded with one-time)*	7.000	0.000	(7.000)
37	#19 PD - Communication Specialist (ineligible for AB 109 funding)	0.180	0.000	(0.180)
38	#21 PD - Bar Exam Preparation Courses (ineligible for AB 109 funding)	0.625	0.000	(0.625)
39	Subtotal Requests <u>Not</u> Recommended for Approval At This Time	11.005	0.000	(11.005)
40				
41	Grand Total (Line 28 + Line 39)	51.543	36.102	(15.441)
* The \$6.898M available balance will be held in trust to fund the ODR Skid Row Health Hub pending ODR's identification of ongoing funding.				