



**Chief  
Executive  
Office.**

**COUNTY OF LOS ANGELES**  
**CHIEF EXECUTIVE OFFICER**  
Fesia A. Davenport

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

**DATE: Wednesday, September 13, 2023**  
**TIME: 9:30 a.m.**

**THIS MEETING WILL CONTINUE TO BE CONDUCTED VIRTUALLY AS PERMITTED UNDER THE BOARD OF SUPERVISORS' AUGUST 8, 2023, ORDER SUSPENDING THE APPLICATION OF BOARD POLICY 3.055 UNTIL MARCH 31, 2024.**  
**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:**  
AUTHORIZE THE DISTRICT ATTORNEY TO ACCEPT GRANT FUNDS FROM THE OFFICE OF TRAFFIC SAFETY FOR FEDERAL FISCAL YEAR 2023-24  
Speaker(s): Garrett Dameron (DA)
- 4. PRESENTATION/DISCUSSION ITEM(S):**
  - A. Board Letter:**  
APPROVAL TO ACCEPT A GRANT AWARD FROM THE BOARD OF STATE AND COMMUNITY CORRECTIONS FOR THE OFFICER WELLNESS AND MENTAL HEALTH GRANT PROGRAM AND APPROVAL FOR HIRING AUTHORITY TO FILL ORDINANCE ITEMS FOR FISCAL YEARS 2023-24 THROUGH 2025-26  
Speaker(s): Stephan Seetal and Diane Stone (Sheriff's)

Wednesday, September 13, 2023

- B.** Board Letter:  
REQUEST FOR DELEGATED AUTHORITY TO THE CHIEF EXECUTIVE OFFICER TO  
EXECUTE SITE ACCESS AGREEMENT AMENDMENTS AT CASTRO PEAK AND  
ROLLING HILLS TELECOMMUNICATIONS SITES  
Speaker(s): Kristal Ghil (CEO)

**5. PUBLIC COMMENTS**

**6. ADJOURNMENT**

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

- A.** Board Briefing:  
PUBLIC SAFETY DEPARTMENTS BUDGET BRIEFING  
Speaker(s): René Phillips and staff (CEO)
- B.** Board Briefing:  
CIVILIAN OVERSIGHT COMMISSION (COC) MONTHLY BRIEFING  
Speaker(s): Danielle Vappie (COC)
- C.** Board Briefing:  
OFFICE OF INSPECTOR GENERAL (OIG) MONTHLY STATUS CUSTODY BRIEFING  
Speaker(s): Max Huntsman (OIG)

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**



GEORGE GASCÓN  
LOS ANGELES COUNTY DISTRICT ATTORNEY

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

September 26, 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:

**AUTHORIZE THE DISTRICT ATTORNEY TO ACCEPT GRANT FUNDS  
FROM THE OFFICE OF TRAFFIC SAFETY  
FOR FEDERAL FISCAL YEAR 2023-24  
(ALL DISTRICTS) (3-VOTES)**

**SUBJECT**

This Board Letter requests authority for the Los Angeles County District Attorney's Office (LADA) to accept grant funds from the California Office of Traffic Safety (OTS) and enter into agreements to support the Alcohol and Drug Impaired Driver Vertical Prosecution Program (Program) for a one-year period running from October 1, 2023, through September 30, 2024. Applicants are required to submit necessary assurances and documentation with their grant application.

**IT IS RECOMMENDED THAT YOUR BOARD:**

1. Authorize LADA to accept federal grant funds from the OTS for the Alcohol and Drug Impaired Driver Vertical Prosecution Program, Assistance Listing Number 20.616, Grant Award Number DI24007, governed by the Code of Federal Regulations (2 CFR 200), in the amount of \$2,013,000, for a one-year period of October 1, 2023, to September 30, 2024. There is no required County match for this grant.
2. Authorize the District Attorney (DA), or his designee, to serve as Program Director and sign and approve the OTS grant contract and any revisions, amendments, modifications, and/or extensions to the OTS grant contract that do not increase the Net County Cost of the Program.
3. Authorize the DA, or his designee, to amend the Vital Medical Services (VMS) contract for on-call blood draw services for the detection of impairing substances in driving under

the influence (DUI) investigations for an additional \$100,000 in grant funding for a total amount of \$200,000 for a one-year period of October 1, 2023, to September 30, 2024 and a total contract amount of \$450,000 for three (3) years and six (6) months contingent upon future grant funding.

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

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

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

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

In 2022, the most striking rise in numbers was the increase in Gross Vehicular Manslaughter While Intoxicated (California Vehicle Code (VC) 191.5(a)) cases filed. In 2022, 53 VC 191.5(a) cases were filed, up from 40 filed in 2021. That marks a 30 percent increase in the number of cases filed involving intoxicated related fatalities. In addition, the number of all filed felony Driving Under the Influence (DUI) cases rose for the second year in a row, and 25 percent from 2020. Felony DUI cases, filed pursuant to VC 23153(a) and 23153(b), have seen a three-year increase of 130 cases and 111 cases, respectively.

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

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

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

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

Approval of the recommended action is consistent with both the Los Angeles County Strategic Plan Goal No. 1, Make Investments that Transform Lives: Aggressively address society's most complicated social, health, and public safety challenges, as well as Goal No. 3, Realize Tomorrow's Government Today: Be an innovative, flexible, effective, and transparent partner focused on public service and advancing the common good.

### **FISCAL IMPACT/FINANCING**

The total funding awarded from OTS is \$2,013,000 for a one-year period, October 1, 2023, to September 30, 2024, which includes the allocation of funds for the salary and employee benefits for 100 percent of one (1) existing Grade IV DDA, three (3) existing Grade III DDAs, including a request for one (1) additional Grade III DDA position (for a total of four (4) Grade III DDAs), and 50 percent of one (1) existing District Attorney Senior Investigator. In addition, the LADA will allocate \$200,000 in grant funding for VMS to provide on-call blood draw services for the 2023-2024 grant period. The pro-rated grant award amount for the County Fiscal Year is \$1,905,880. Funding is included in the LADA's FY 23-24 Final Adopted Budget.

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

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

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

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

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

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

DUID cases involve issues that do not directly overlap with driving under the influence of alcohol cases. The observational tests to detect the physical symptoms of drug impairment and the chemical tests performed to determine if someone is under the influence of a drug are in addition to or different from the tests utilized in the standard evaluations applicable to alcohol impairment. This grant funding allows a specialized team of DDAs to continue to train other DDAs and law enforcement agencies on the issues related to DUID cases.

In addition, the OTS grant will provide funding to continue the Program for as-needed, on-call blood draw services. The presence of active drugs in the bloodstream of a DUI suspect dissipates rapidly and, unlike alcohol, can only be detected through blood sample testing. Recent changes to the law hold that a blood sample from a DUI suspect may be obtained either through consent or, absent that, through a search warrant signed by a judge. In many instances, law enforcement officers have experienced difficulty or delays in obtaining blood draws at hospitals,

despite having obtained consent or a valid search warrant. The Program will afford an opportunity to assess the level of need, and the geographic areas of need, for on-call blood draw services in the County.

On November 2, 2021, the Board approved a sole source contract for one year with two one-year extension options and six month-to-month extensions with VMS to provide on-call blood draw services in the County. On February 7, 2022, the LADA executed the contract with VMS in the amount of \$100,000. The LADA exercised the first one-year extension option in the amount of \$100,000 for a total contract amount of \$200,000 fully funded by the grant. The LADA will exercise the second one-year extension option and increase the contract amount to \$200,000 for the period of October 1, 2023, through September 30, 2024, for VMS to provide on-call blood draw services in accordance with the grant requirements for a total contract amount not to exceed \$400,000 fully funded by the grant. The on-call blood-draw services for the Program will last until the funds allotted are expended, or until September 30, 2024, whichever comes first. The LADA will then continue to exercise the six month-to-month extensions in an amount not to exceed \$50,000 for the total of the six months, contingent upon future grant funding availability. The maximum contract amount will not exceed \$450,000 for the three years and six months.

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

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

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

This Program proposes the dedication of one (1) existing Grade IV DDA, three (3) existing Grade III DDAs, including a request for one (1) additional Grade III DDA position, and 50 percent of one (1) existing District Attorney Senior Investigator. Pursuant to your Board motion of December 15, 1998, the Alternate Public Defender, Probation, Public Defender, and Sheriff's Departments have been notified of this request for review and have determined that this action would not impact their current operations and/or any potential impact due to the expansion of this Program can be managed with existing resources.

### **CONCLUSION**

Following Board approval, the Executive Officer-Clerk of the Board is requested to return two (2) copies of the adopted Board Letter to Ms. Melanie Rubio, District Attorney's Office, 211

The Honorable Board of Supervisors  
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West Temple Street, Suite 200, Los Angeles, California 90012-3205. Any questions may be directed to Ms. Rubio at (213) 257-2803, or at [MRubio@da.lacounty.gov](mailto:MRubio@da.lacounty.gov).

Respectfully submitted,

GEORGE GASCÓN  
District Attorney

mr

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**

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

Funding Agency	Program (Fed. Grant #/State Bill or Code #)	Grant Acceptance Deadline
OFFICE OF TRAFFIC SAFETY	DI24007	N/A

<b>Total Amount of Grant Funding:</b> \$2,013,000	<b>County Match:</b> \$0	
<b>Grant Period</b>	Begin Date: October 1, 2023	End Date: September 30, 2024
<b>Number of Personnel Hired Under This Grant</b>	Full Time: 5	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**



**Date**

8-24-23

<b>1. GRANT TITLE</b> <b>Alcohol and Drug Impaired Driver Vertical Prosecution Program</b>	
<b>2. NAME OF AGENCY</b> <b>Los Angeles County</b>	<b>3. Grant Period</b> From: 10/01/2023 To: 09/30/2024
<b>4. AGENCY UNIT TO ADMINISTER GRANT</b> <b>Los Angeles County District Attorney's Office</b>	
<b>5. GRANT DESCRIPTION</b> The County District Attorney's Office will assign a specialized team to prosecute alcohol and drug impaired driving cases. The DUI prosecution team will handle cases throughout each step of the criminal process. Prosecution team members will work to increase the capabilities of the team and the office by obtaining and delivering specialized training. Team members will share information with peers and law enforcement personnel throughout the county and across the state. The office will accomplish these objectives as a means to prevent impaired driving and reduce alcohol and drug-involved traffic fatalities and injuries.	
<b>6. Federal Funds Allocated Under This Agreement Shall Not Exceed: \$2,013,000.00</b>	
<b>7. TERMS AND CONDITIONS:</b> The parties agree to comply with the terms and conditions of the following which are by this reference made a part of the Agreement: <ul style="list-style-type: none"><li>• Schedule A – Problem Statement, Goals and Objectives and Method of Procedure</li><li>• Schedule B – Detailed Budget Estimate and Sub-Budget Estimate (if applicable)</li><li>• Schedule B-1 – Budget Narrative and Sub-Budget Narrative (if applicable)</li><li>• Exhibit A – Certifications and Assurances</li><li>• Exhibit B* – OTS Grant Program Manual</li><li>• Exhibit C – Grant Electronic Management System (GEMS) Access</li></ul> <p>*Items shown with an asterisk (*), are hereby incorporated by reference and made a part of this agreement as if attached hereto.</p> <p>These documents can be viewed at the OTS home web page under Grants: <a href="http://www.ots.ca.gov">www.ots.ca.gov</a>.</p> <p>We, the officials named below, hereby swear under penalty of perjury under the laws of the State of California that we are duly authorized to legally bind the Grant recipient to the above described Grant terms and conditions.</p> <p>IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.</p>	
<b>8. Approval Signatures</b>	
<b>A. GRANT DIRECTOR</b>  NAME: Priscilla Musso TITLE: Head Deputy District Attorney EMAIL: pmusso@da.lacounty.gov PHONE: (213) 974-6756 ADDRESS: 211 West Temple Street Suite 1200 Los Angeles, CA 90012  _____ (Signature) _____ (Date)  <b>C. FISCAL OFFICIAL</b> ADDRESS: Lidia Youssef Chief, Budget and Fiscal Services Division lyoussef@da.lacounty.gov (213) 257-2821 211 West Temple Street Suite 1200 Los Angeles, CA 90012  _____ (Signature) _____ (Date)	<b>B. AUTHORIZING OFFICIAL</b>  ADDRESS: George Gascón District Attorney ggascon@da.lacounty.gov (213) 974-3500 211 West Temple Street Suite 1200 Los Angeles, CA 90012  _____ (Signature) _____ (Date)  <b>D. AUTHORIZING OFFICIAL OF OFFICE OF TRAFFIC SAFETY</b> ADDRESS: Barbara Rooney Director barbara.rooney@ots.ca.gov (916) 509-3030 2208 Kausen Drive, Suite 300 Elk Grove, CA 95758  _____ (Signature) _____ (Date)



<b>E. ACCOUNTING OFFICER OF OFFICE OF TRAFFIC SAFETY</b>  NAME: Carolyn Vu ADDRESS: 2208 Kausen Drive, Suite 300 Elk Grove, CA 95758	<b>9. SAM INFORMATION</b>  SAM #: HQKJLGBSMBL5 REGISTERED ADDRESS: 211 West Temple St. CITY: Los Angeles ZIP+4: 90012-4086
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10. PROJECTED EXPENDITURES						
FUND	CFDA	ITEM/APPROPRIATION	F.Y.	CHAPTER	STATUTE	PROJECTED EXPENDITURES
405d AL-24.1	20.616	0521-0890-101	2022	43/22	BA/22	\$684,420.00
405d AL-24	20.616	0521-0890-101	2023	12/23	BA/23	\$1,328,580.00
				<b>AGREEMENT TOTAL</b>		<b>\$2,013,000.00</b>
				AMOUNT ENCUMBERED BY THIS DOCUMENT		
				<b>\$2,013,000.00</b>		
<i>I CERTIFY upon my own personal knowledge that the budgeted funds for the current budget year are available for the period and purpose of the expenditure stated above.</i>				PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT		
				<b>\$ 0.00</b>		
OTS ACCOUNTING OFFICER'S SIGNATURE			DATE SIGNED	TOTAL AMOUNT ENCUMBERED TO DATE		
				<b>\$2,013,000.00</b>		

## **1. PROBLEM STATEMENT**

The Los Angeles County District Attorney's Office (LADA) is responsible for prosecuting all felonies in Los Angeles County and misdemeanors for 78 of 88 cities within its jurisdiction (4,083 square miles). Within that territory, LADA works with over 100 law enforcement agencies. When fully staffed, there are approximately 1,000 Deputy District Attorneys (DDAs) employed by LADA. Driving Under the Influence of Alcohol (DUI-Alcohol) and Driving Under the Influence of Drugs (DUID) offenses represent a rising and continuing threat in Los Angeles County. Given the passage of Proposition 64 and the trend of increased DUID crashes and fatalities in states, such as California, where drugs, including marijuana, have been legalized, the Los Angeles County law enforcement community expects the danger to continue to increase. This belief is substantiated by yearly statistics kept by LADA. Last year, the most striking rise in numbers was the increase in Gross Vehicular Manslaughter While Intoxicated (California Vehicle Code (VC) 191.5(a)) cases filed. In 2022, 53 VC 191.5(a) cases were filed, up from 40 filed in 2021. That marks a 30% increase in the number of cases filed involving intoxicated related fatalities. In addition, the number of all filed felony Driving Under the Influence (DUI) cases rose for the second year in a row, and 25% from 2020. Felony DUI cases, filed pursuant to VC 23153(a) and 23153(b), have seen a three-year increase of 130 cases and 111 cases, respectively.

The troubling rise in the number of intoxicated related fatalities is reflected in the number of 2022 traffic death in Los Angeles. The Los Angeles Times published an article which evaluated data compiled by the Los Angeles Police Department (LAPD). The data details that 312 people were killed in traffic crashes last year, 5% more than in 2021, and a 29% increase over 2020. The number of people killed on city streets last year is the highest in the last two decades. (Smith, Dakota. "LA Traffic Deaths Rose in 2022, Surpassing 300 for the First Time in Two Decades." Los Angeles Times. January 14, 2023.)

To combat and account for these rising numbers in DUI-related fatalities, in 2020, LADA updated its case tracking capabilities and began to better account for DUI-related homicides being prosecuted within LADA. The Los Angeles County numbers detailed above are a shocking indicator of how these cases present a very serious public safety issue within the County.

Based on a Fiscal Year (FY) 2017 grant from the Office of Traffic Safety (OTS), LADA created the DUI Training and Prosecution Section (DTAPS) in attempt to address and combat the ongoing and increasing DUI and DUID problems within Los Angeles County. One of the main goals of DTAPS has been to prioritize and continue to expand a vertical prosecution program to facilitate the specialized prosecution of the most high-profile, and serious DUID and DUI Alcohol-Drug Combination (DUI-Combo) cases (nearly all being DUI-related murders). In doing so, the DTAPS lawyers provide their vast amounts of experience and expertise to ensure these tragic cases are vigorously prosecuted and that justice can be thoroughly pursued for the victims and their families. Unfortunately, the DDAs in DTAPS are limited in the number of cases they can vertically prosecute because of the overwhelming amount of time necessary in prosecuting such cases and the attention and resources needed to devote to the remaining objectives and goals of DTAPS. The DUI vehicular homicide cases vertically prosecuted by DTAPS encompass only a small percentage of the cases being prosecuted by the entire LADA.

In January 2017, DTAPS established a rollout program for DUID and DUI-Combo fatality cases. DUID and DUI-Combo cases involving a homicide or grave injury are screened by, and when deemed appropriate based on the criteria discussed above, vertically prosecuted by DTAPS DDAs. DTAPS always has been, and will continue to be, available to rollout, provide consultation, and to support DDAs and members of law enforcement handling any DUI related homicide case not vertically prosecuted by DTAPS.

Another important goal of DTAPS, geared towards tackling these problems, is providing comprehensive, standardized training to DDAs and law enforcement on DUI-Alcohol and DUID cases. DTAPS has made great strides to implement and continually improve the DUI training provided to veteran and newly-hired LADA prosecutors, as well as certified law clerks.

All newly-hired DDAs receive immersive training during their probationary period on effective strategies for prosecuting DUI-Alcohol and DUID cases. During this training, DDAs conduct mock direct examination of officers and lab analysts, who also provide a lecture-based component on how alcohol consumption affects divided attention skills. The DUID training also includes instruction from veteran, certified DREs, as well as analysts from the crime lab. The training focuses on the difference between DUI-Alcohol and DUID cases, and how best to utilize the available facts and results, such as SFSTs, DRE investigations, and quantitative results.

DTAPS also trains law clerks who work in various assignment throughout the County. These law clerks are trained in many of the same subject matter areas as newly-hired DDAs, including effective methods and strategies for prosecuting DUI-Alcohol and DUID cases, and a comprehensive overview on presenting a compelling DUI case to a trier of fact. By educating the office's law clerks, DTAPS provides the clerks with the foundation for general DUI-Alcohol and DUID concepts as they embark on their legal careers as prosecutors or in whatever legal field they choose.

In addition to newly-hired DDAs and law clerks, DTAPS spends a great deal of time training veteran DDAs and making sure these prosecutors are kept current with the latest changes in the law and in investigative and trial strategies. The DTAPS lawyers make themselves available to all prosecutors in the LADA to answer questions and address issues in all DUI cases and often assist DDAs in court as well. DTAPS assists senior DDAs who review, file, and prosecute some of the most serious DUI-related fatalities.

Not only does DTAPS educate and train prosecutors inside and outside the LADA, but the DDAs in DTAPS have working relationships with nearly all the 100 plus law enforcement agencies within Los Angeles County. DTAPS receives frequent requests to train law enforcement officers in all aspects of DUI investigations, including report writing, testifying, and legal updates and trends. In addition to DUI patrol officers, DTAPS frequently trains senior traffic detectives in conducting vehicular homicide investigations and preparing those cases for filing and court.

One of the positives to come from having to adapt to limitations imposed by COVID, the lawyers in DTAPS now provide hybrid live-virtual trainings and recorded trainings for future viewings. These trainings cover a wide variety of topics from the perspective of both a prosecutor and a law enforcement officer. By having these trainings available to prosecutors and law enforcement, filing standards have become more consistent, and investigations and prosecutions have improved. This conformity is essential - and perhaps remarkable - given the size of the County, the number of law enforcement agencies in the County, and the number of offices in the LADA.

In an effort to better equip prosecutors and law enforcement officers with the tools needed to tackle the challenges of DUID cases, DTAPS published its own DUID manual on the investigation and prosecution of DUID cases. The publication, entitled *The Investigation and Prosecution of Drug-Impaired Drivers*, compiled DUID related statutes, case law, and published studies into one manual as a resource for prosecutors and law enforcement state-wide. The publication has already been widely distributed and, based on the feedback we have received, is being hailed as a preeminent resource.

DTAPS has an ongoing collaboration with the California Traffic Safety Resource Prosecutor Training Network (TSRP) and our colleagues at the Los Angeles City Attorney's Office (LACA). DTAPS has taught a portion of Traffic Colleges (North and South) in 2018-2022 and looks forward to teaching again in 2023. In addition, DTAPS now frequently conducts its quarterly, Regional Roundtables in conjunction with TSRP and LACA, which allows for presenting a wider variety of relevant content while reaching a larger audience.

As part of a FY 2020 grant award, OTS funded a part-time LADA Investigator to join DTAPS as a Drug Recognition Expert (DRE). The DA Investigator (DAI) is a sworn officer who came to the LADA Bureau of Investigation as a trained and qualified DRE. Since joining DTAPS as a DRE, the DAI has re-certified as a DRE and has become available to all LADA DDAs, as well as local law enforcement agencies, for DRE-related issues. The DAI-DRE has been consulting on cases, participating in DTAPS trainings, and testifying in court as a DRE. Since many agencies have few or no DREs, the availability of a DRE in DTAPS has allowed DDAs in LADA to consult with the DRE from the filing stage all the way through to trial. The DRE has also made himself available to serve as an expert consultant to assist trial deputies with the preparation for, and cross-examination of, defense expert witnesses. The DAI-DRE has been an active partner in

conducting prosecution and law enforcement trainings. The DRE serves as a regional resource to law enforcement agencies and investigators on case evaluations in those instances where no DRE is available to work on the initial investigation. The DAI-DRE has been an invaluable resource to DTAPS and an outstanding asset to the LADA.

DTAPS has worked, and continues to work, with multiple law enforcement agencies within Los Angeles County to encourage officers to complete DRE training or obtain re-certification to address the critical shortage of qualified officers in the County. DTAPS has made presentations on this critical need to most of the law enforcement agencies within the County. The DAI-DRE has encouraged more officers to attend DRE school when the DAI-DRE has attended law enforcement briefings. DTAPS has provided report writing and courtroom testimony training, while emphasizing and highlighting the need for more DREs, at various SFST, Advanced Roadside Impairment Driving Enforcement (ARIDE), and DRE schools. DTAPS has also partnered with the California Highway Patrol (CHP) Statewide Coordinator to inform agencies that reimbursement for DRE school is available.

A yearly goal for DTAPS has been increasing the number of DREs within the Los Angeles County Sheriff's Department (LASD). Although employing the largest number of sworn law enforcement officers in the country, the LASD was slow to train and certify its own deputies as DREs. As of 2020, LASD had 7 DREs for their entire department. In early 2021, after a meeting between DTAPS and high-ranking LASD personnel, the LASD agreed to increase its number of DREs. As of January 2023, the LASD now has nearly 50 active, certified DREs. This was partly accomplished through the efforts of DTAPS by conducting trainings during LASD SFST, ARIDE, and DRE courses.

DTAPS has been working with many Los Angeles County law enforcement agencies to assist them and provide guidance on updating and modernizing the agency's standardized DUI and DRE arrest reports. Due to changes in the law regarding chemical test advisements, many law enforcement agencies have outdated verbiage, or language that has been deemed legally deficient, contained in the reports that arresting officers use when making DUI and DRE related arrests. DTAPS continues to work with these agencies to update and correct these issues. In addition, DTAPS has been advocating for these agencies to add "Watson" advisements to DUI-related arrest reports. Many agencies have adopted, or are in the process of adopting, this recommendation, thereby assisting prosecutors and investigators in deciding whether a DUI vehicular homicide would be more appropriately charged as a "Watson" murder and, in some cases, making it easier to prove the necessary knowledge element in court.

DTAPS has partnered with the LASD - Scientific Services Bureau (SSB) to advocate and promote their receiving of funding to update their drug testing capabilities and to modernize and improve their laboratories. Based on a separate FY 2017 OTS Grant, SSB received funding to obtain a liquid chromatography tandem mass spectrometry (LCMS) machine for confirmatory and quantitative analysis of drug-impaired driving blood submissions, including delta-9 THC, the psychoactive component of marijuana. DTAPS worked with SSB in attempt to utilize LCMS testing in analyzing blood samples for individuals who may have been DUID-marijuana. DTAPS then trained and promoted the importance of the utilization of these testing results in DUID-marijuana cases. Additionally, in 2022, SSB applied for and received grant funds from the CHP to modernize and improve all their antiquated drug testing capabilities. DTAPS played a major role in SSB receiving these funds by appearing before the Los Angeles County Board of Supervisors to advocate for the receipt of the funds.

SSB continue to collaborate with DTAPS to train newly-hired DDAs by providing instruction on the technical aspects of forensic toxicology. This instruction includes guidelines on when the analyses can be utilized by a forensic toxicologist to render a legally admissible opinion about whether someone was under the influence of drugs at the time of driving. This partnership has allowed DDAs to better understand the analytical results when reviewing DUID cases for a potential criminal filing, and when prosecuting a filed DUID case. This allows DDAs to have a better understanding of SSB's analytical results, which will increase the effectiveness of the presentations of this evidence to a jury.

DTAPS continues to play a major role in improving and standardizing the McNeely Warrant form - the mechanism for obtaining blood from drivers suspected of operating a motor vehicle while under the influence of alcohol and/or drugs. DTAPS authored and trains on this form with all its Los Angeles County law enforcement partners. The standardization of this form streamlines and expedites the warrant process for

DUI investigations by ensuring the same form is used county-wide, thus allowing for familiarity with the judges who must review and ultimately sign the warrants. DTAPS has ensured these forms will expedite the process by which blood is obtained and increase the likelihood of detecting any impairing substance in the blood before dissipation.

Based on a 2019 OTS grant, DTAPS was awarded funding to initiate a pilot program for an on-call nurse through a private medical service to draw blood in suspected DUI cases in which blood cannot be drawn at a hospital. Sometimes the nearest hospital is simply too far away from where the suspected DUI occurred. Sometimes the nearest hospital is unable to assign resources away from the treatment of COVID patients to perform a blood draw. Also, given the change in the law regarding implied consent, a suspect's refusal to supply a blood sample in DUI investigations occurs regularly, and blood draws at a hospital are sought more often. The inability or refusal of some hospitals to cooperate with law enforcement and draw blood, even with a warrant, places officers in one of two untenable situations: 1) they must try to get blood drawn from another hospital, or 2) simply forego obtaining a blood sample. Both situations significantly hinder a DUI investigation. When officers are forced travel to another hospital, the delay impedes the ability to find traceable alcohol and/or drugs in the suspect's blood. If no blood is drawn, the officers are left with only the initial observations by the roadside officer and a DRE, if one is available, which makes prosecution much more difficult.

This grant will allow DTAPS to continue to vertically prosecute Los Angeles County's most serious DUID and DUI-Combo related vehicular homicides, all while providing important DUI related training to prosecutors and law enforcement agencies. The additional District Attorney personnel hours will give DTAPS the ability to vertically prosecute a greater number of the County's most devastating vehicular homicides while being able to devote this specialized Grade III DDA to the training and education of prosecutors and law enforcement within the country's largest county. This grant will continue to significantly strengthen the detection, arrest, criminal filings, and successful prosecutions of DUI-Alcohol and DUID offenders, and thereby serve to increase traffic safety within Los Angeles County.

## 2. PERFORMANCE MEASURES

### A. Goals:

1. Improve the prosecution knowledge and expertise of DUI Alcohol, DUI Drug and DUI Alcohol/Drug Combination cases.
2. Increase the number of DUI Alcohol, DUI Drug and DUI Alcohol/Drug Combination cases filed and prosecuted.

### B. Objectives:

1. Issue a press release announcing the kick-off of the grant by November 15. The kick-off press releases and media advisories, alerts, and materials must be emailed to the OTS Public Information Officer at pio@ots.ca.gov, and copied to your OTS Coordinator, for approval 14 days prior to the issuance date of the release.	<b>Target Number</b> 1
2. Create or expand a Vertical Prosecution Program with the City Attorney or District Attorney's Office by November 30. The program will facilitate the prosecution of all DUI drug cases, all DUI alcohol and drug combination cases, and if applicable, all felony DUI alcohol cases with death or injury.	1
3. Develop and implement a system for gathering, tracking, and reporting all DUI case reviews, filings, and outcomes in the county/city by December 31, differentiating between: 1) DUI Alcohol-only; 2) DUI Drug-only; and 3) DUI Combination	1
4. Report on all DUI case reviews, filings and outcomes in the county or city throughout the grant, differentiating between: 1) DUI Alcohol-only; 2) DUI Drug-only; and 3) DUI Combination Alcohol and Drug cases.	4
5. Partner with the California Traffic Safety Resource Prosecutor Training Network to provide comprehensive training in the prosecution of DUI Alcohol and DUI Drug cases with an effort to reach prosecutors and investigators.	1
6. Send the funded prosecutor(s) to trainings/meetings sponsored by OTS and/or the California Traffic Safety Resource Prosecutor Training Network.	1
7. Coordinate and host four regional roundtable law enforcement meetings (one each quarter, with telephone or internet conference capabilities) to provide information	4



<p>on the DUI Vertical Prosecution Program, interact with law enforcement to identify means to improve DUI investigation and prosecution, and assess technical assistance needs for training on DUI investigation and court testimony. OTS staff, local law enforcement, CHP and probation staff should be included in the roundtable. Agenda and minutes should be produced and distributed. All four meetings for the year should be scheduled in the first quarter of the grant.</p>	
<p>8. Coordinate with local law enforcement agencies on the development of an on-call response protocol for the investigation of fatal and major injury DUI vehicle crashes, and to report on response activities</p>	<p>1</p>
<p>9. Participate in at least one DUI saturation ride-along and attend/observe at least one DUI checkpoint. Note: The funded vertical prosecutor(s) and investigator should participate within the first quarter of the grant. Saturation patrol ride-along and checkpoint observation may be combined into one evening.</p>	<p>1</p>
<p>10. Respond to at least one fatal DUI crash investigation scene. Note: The funded vertical prosecutor(s) and investigator(s) should achieve this objective within the first quarter of the grant.</p>	<p>1</p>
<p>11. Identify straight time personnel and report on activities completed. Include any vacancies or staff changes that have occurred.</p>	<p>4</p>
<p>12. District Attorney's Office / City Attorney's Office to partner with local school and/or youth organizations to provide educational programming about the dangers and consequences of driving under the influence of alcohol and/or drugs.</p>	<p>1</p>
<p><b>3. METHOD OF PROCEDURE</b></p> <p><b>A. <u>Phase 1 – Program Preparation</u> (1<sup>st</sup> Quarter of Grant Year)</b></p> <ul style="list-style-type: none"> <li>Recruit and hire all staff for the grant.</li> <li>Procure all materials necessary to implement the grant.</li> <li>Identify dates and schedule the four Roundtable Meetings (one each quarter with telephone conference capabilities). Notify the OTS coordinator of the dates. Meetings are meant to provide information on the DUI Vertical Prosecution Program, interact with law enforcement to identify means to improve DUI investigation and prosecution, and assess technical assistance needs for training on DUI investigation and court testimony. OTS staff, TSRP staff, local law enforcement, CHP and probation staff should be included in the roundtable. Agenda and minutes should be produced and distributed. All four meetings for the year should be scheduled in the first quarter of the grant.</li> <li>Develop protocols to be used to measure the success of the DUI Prosecution Program.</li> <li>Conduct training for all program staff outlining the goals and objectives of the project.</li> <li>Refer cases for prosecution to the grant-funded Deputy District/City Attorney(s).</li> <li>Transfer all pending DUI cases which qualify under this program so that vertical prosecution may begin.</li> <li>Develop a training protocol for law enforcement agencies within the county, and start a process of coordinating all reporting, investigation, and referral of cases that qualify under the grant.</li> </ul> <p><u>Media Requirements</u></p> <ul style="list-style-type: none"> <li>Issue a press release approved by the OTS PIO announcing the kick-off of the grant by November 15, but no sooner than October 1. The kick-off release must be approved by the OTS PIO and only distributed after the grant is fully signed and executed. If you are unable to meet the November 15 deadline to issue a kick-off press release, communicate reasons to your OTS coordinator and OTS PIO.</li> </ul>	
<p><b>B. <u>Phase 2 – Program Operations</u> (Throughout Grant Year)</b></p> <ul style="list-style-type: none"> <li>Prosecution will be on-going. The Deputy District/City Attorney(s) will review DUI cases from all law enforcement agencies in the county/city.</li> <li>Training for law enforcement personnel, District Attorney Investigators and other Deputy District/City Attorneys will begin and continue throughout the program.</li> <li>Prosecutor(s) will: <ul style="list-style-type: none"> <li>a) Work to secure convictions (as justice requires) and appropriate sentences that reflect the public safety risk posed by the offender.</li> <li>b) Mentor trial attorneys on how to successfully try high-risk DUI offenders.</li> </ul> </li> </ul>	

- c) Host Quarterly Roundtable meetings with law enforcement personnel, TSRP and OTS Coordinator.
- d) Work with the TSRP to obtain and deliver high quality DUI prosecution training programs to non-grant-funded prosecutors.
- e) Work with the TSRP to obtain and deliver high quality DUI investigation, report writing and courtroom testimony training programs to law enforcement personnel (police officers, deputies, District Attorney Investigators and crime lab scientists).
- f) Attend training programs that cover evaluation and preparation of DUI drug cases, marijuana, prescription drugs, drug trends, people's experts, defense challenges, cross-examination of experts, SFST evidence, jury considerations and toxicology evidence, and incorporate this information into DUI trainings for attorneys and law enforcement personnel.
- g) Send the funded vertical prosecutor(s) and investigator to the NHTSA "Advanced Roadside Impaired Driving Enforcement" (ARIDE) 16 hour POST-Certified training, if not already trained. Note: The funded vertical prosecutor(s) and investigator(s) should achieve this objective within the first quarter of the grant.

### Media Requirements

The following requirements are for all grant-related activities:

- Send all media advisories, alerts, videos, graphics, artwork, posters, radio/PSA/video scripts, storyboards, digital and/or print educational materials for grant-related activities to the OTS PIO at [pio@ots.ca.gov](mailto:pio@ots.ca.gov) for approval and copy your OTS coordinator. Optimum lead time would be 7 days before the scheduled release but at least 3 business days prior to the scheduled release date for review and approval is appreciated.
- The OTS PIO is responsible for the approval of the design and content of materials. The agency understands OTS PIO approval is not authorizing approval of budget expenditure or cost. Any cost approvals must come from the Coordinator.
- Pre-approval is not required when using any OTS-supplied template for media advisories, press releases, social media graphics, videos or posts, or any other OTS-supplied educational material. However, copy the OTS PIO at [pio@ots.ca.gov](mailto:pio@ots.ca.gov) and your OTS coordinator when any material is distributed to the media and public, such as a press release, educational material, or link to social media post. The OTS-supplied kick-off press release templates and any kickoff press releases are an exception to this policy and require prior approval before distribution to the media and public.
- If an OTS-supplied template, educational material, social media graphic, post or video is substantially changed, the changes shall be sent to the OTS PIO at [pio@ots.ca.gov](mailto:pio@ots.ca.gov) for approval and copy to your OTS Coordinator. Optimum lead time would be 7 days prior to the scheduled release date, but at least 3 business days prior to the scheduled release date for review and approval is appreciated.
- Press releases, social media posts and alerts on platforms such as NextDoor and Nixle reporting immediate and time-sensitive grant activities (e.g. enforcement operations, day of event highlights or announcements, event invites) are exempt from the OTS PIO approval process. The OTS PIO and your Coordinator should still be notified when the grant-related activity is happening (e.g. car seat checks, bicycle rodeos, community presentations, DUI checkpoints, etc.).
- Enforcement activities such as warrant and probation sweeps, court stings, etc. that are embargoed or could impact operations by publicizing in advance are exempt from the PIO approval process. However, announcements and results of activities should still be copied to the OTS PIO at [pio@ots.ca.gov](mailto:pio@ots.ca.gov) and your Coordinator with embargoed date and time or with "INTERNAL ONLY: DO NOT RELEASE" message in subject line of email.
- Any earned or paid media campaigns for TV, radio, digital or social media that are part of a specific grant objective, using OTS grant funds, or designed and developed using contractual services by a subgrantee, requires prior approval. Please send to the OTS PIO at [pio@ots.ca.gov](mailto:pio@ots.ca.gov) for approval and copy your grant coordinator at least 3 business days prior to the scheduled release date.
- Social media posts highlighting state or national traffic safety campaigns (Distracted Driving Month, Motorcycle Safety Awareness Month, etc.), enforcement operations (DUI checkpoints, etc.), or any other grant-related activity such as Bicycle rodeos, presentations, or events, are highly encouraged but do not require prior approval.

- Submit a draft or rough-cut of all digital, printed, recorded or video material (brochures, posters, scripts, artwork, trailer graphics, digital graphics, social posts connected to an earned or paid media campaign grant objective) to the OTS PIO at [pio@ots.ca.gov](mailto:pio@ots.ca.gov) and copy your OTS Coordinator for approval prior to the production or duplication.
- Use the following standard language in all press, media, and printed materials, space permitting: Funding for this program was provided by a grant from the California Office of Traffic Safety, through the National Highway Traffic Safety Administration.
- Space permitting, include the OTS logo on all grant-funded print materials, graphics and paid or earned social media campaign grant objective; consult your OTS Coordinator for specifics, format-appropriate logos, or if space does not permit the use of the OTS logo.
- Email the OTS PIO at [pio@ots.ca.gov](mailto:pio@ots.ca.gov) and copy your OTS Coordinator at least 21 days in advance, or when first confirmed, a short description of any significant grant-related traffic safety event or program, particularly events that are highly publicized beforehand with anticipated media coverage so OTS has sufficient notice to arrange for attendance and/or participation in the event. If unable to attend, email the OTS PIO and coordinator brief highlights and/or results, including any media coverage (broadcast, digital, print) of event within 7 days following significant grant-related event or program. Media and program highlights are to be reflected in QPRs.
- Any press releases, work plans, scripts, storyboards, artwork, graphics, videos or any educational or informational materials that received PIO approval in a prior grant year needs to be resubmitted for approval in the current grant year.
- Contact the OTS PIO or your OTS Coordinator for consultation when changes from any of the above requirements might be warranted.

#### **C. Phase 3 – Data Collection & Reporting (Throughout Grant Year)**

1. Prepare and submit grant claim invoices (due January 30, April 30, July 30, and October 30)
2. Prepare and submit Quarterly Performance Reports (QPR) (due January 30, April 30, July 30, and October 30)
  - Collect and report quarterly, appropriate data that supports the progress of goals and objectives.
  - Provide a brief list of activity conducted, procurement of grant-funded items, and significant media activities. Include status of grant-funded personnel, status of contracts, challenges, or special accomplishments.
  - Provide a brief summary of quarterly accomplishments and explanations for objectives not completed or plans for upcoming activities.
  - Collect, analyze and report statistical data relating to the grant goals and objectives.

#### **4. METHOD OF EVALUATION**

Using the data compiled during the grant, the Grant Director will complete the “Final Evaluation” section in the fourth/final Quarterly Performance Report (QPR). The Final Evaluation should provide a brief summary of the grant’s accomplishments, challenges and significant activities. This narrative should also include whether goals and objectives were met, exceeded, or an explanation of why objectives were not completed.

#### **5. ADMINISTRATIVE SUPPORT**

This program has full administrative support, and every effort will be made to continue the grant activities after grant conclusion.

FUND NUMBER	CATALOG NUMBER (CFDA)	FUND DESCRIPTION	TOTAL AMOUNT		
405d AL-24	20.616	Impaired Driving Countermeasures	\$2,013,000.00		
COST CATEGORY		FUND NUMBER	UNIT COST OR RATE	UNITS	TOTAL COST TO GRANT
A. PERSONNEL COSTS					
<b><u>Straight Time</u></b> Deputy District Attorney IV		405d AL- 24	\$107.65	2,080	\$223,912.00
Benefits - DDA IV		405d AL- 24	\$137,616.00	1	\$137,616.00
Deputy District Attorney III		405d AL- 24	\$91.04	8,320	\$757,453.00
Benefits - DDA III		405d AL- 24	\$465,531.00	1	\$465,531.00
Senior Investigator (DAI)		405d AL- 24	\$83.35	1,040	\$86,684.00
Benefits - DAI		405d AL- 24	\$53,276.00	1	\$53,276.00
DAI - Uniform Allowance		405d AL- 24	\$875.00	1	\$875.00
DAI - Shooting Bonus		405d AL- 24	\$192.00	1	\$192.00
DAI - Bilingual Bonus		405d AL- 24	\$600.00	1	\$600.00
DDAs Equipment/Educational Bonus		405d AL- 24	\$500.00	5	\$2,500.00
<b><u>Overtime</u></b>					\$0.00
Category Sub-Total					\$1,728,639.00
B. TRAVEL EXPENSES					
In State Travel		405d AL- 24	\$8,000.00	1	\$8,000.00
					\$0.00
Category Sub-Total					\$8,000.00
C. CONTRACTUAL SERVICES					
Phlebotomist		405d AL- 24	\$100,000.00	1	\$100,000.00
Category Sub-Total					\$100,000.00
D. EQUIPMENT					
					\$0.00
Category Sub-Total					\$0.00
E. OTHER DIRECT COSTS					
California State Bar Association Fees		405d AL- 24	\$2,315.00	1	\$2,315.00
CDAA Membership Dues		405d AL- 24	\$720.00	1	\$720.00

Court Transcript Fees	405d AL-24	\$1,000.00	1	\$1,000.00
Category Sub-Total				\$4,035.00
<b>F. INDIRECT COSTS</b>				
Indirect Cost	405d AL-24		1	\$172,326.00
Category Sub-Total				\$172,326.00
<b>GRANT TOTAL</b>				<b>\$2,013,000.00</b>

**BUDGET NARRATIVE**

**PERSONNEL COSTS**

Deputy District Attorney IV - Hours for prosecutor dedicated to vertically prosecute all felony cases involving driving under the influence of alcohol and/or drugs. Hours may include wages or authorized absences, such as annual leave and sick leave, provided they are accrued during the grant term. The prosecutors will attend training provided by the Traffic Safety Resource Prosecutor Program and deliver training to law enforcement, investigators and other attorneys within the District Attorney's Office

Benefits - DDA IV - Claimed amounts must reflect actual benefit costs for straight time or overtime hours charged to the grant.

Deputy District Attorney III - Hours for prosecutor dedicated to vertically prosecute all felony cases involving driving under the influence of alcohol and/or drugs. Hours may include wages or authorized absences, such as annual leave and sick leave, provided they are accrued during the grant term. The prosecutors will attend training provided by the Traffic Safety Resource Prosecutor Program and deliver training to law enforcement, investigators and other attorneys within the District Attorney's Office

Benefits - DDA III - Claimed amounts must reflect actual benefit costs for straight time or overtime hours charged to the grant.

Senior Investigator (DAI) - Hours used to consult and offer assistance on all DUID related issues, including, but not limited to: reviewing police reports; responding to the scene of a traffic fatality; offering strategies in prosecutions and case presentations; and being available to testify as an expert in court. Additionally, the Senior Investigator will serve as an instructor and training resource on all DRE related issues to local law enforcement agencies and prosecutors in the county.

Benefits - DAI - Claimed amounts must reflect actual benefit costs for straight time or overtime hours charged to the grant.

DAI - Uniform Allowance - Senior Investigator Uniform Allowance

DAI - Shooting Bonus - Senior Investigator Shooting Bonus

DAI - Bilingual Bonus - Senior Investigator Bilingual Bonus

DDAs Equipment/Educational Bonus - Equipment/Educational Bonus at \$500 each for all DDAs

**TRAVEL EXPENSES**

In State Travel - Costs are included for appropriate staff to attend conferences and training events supporting the grant goals and objectives and/or traffic safety. Local mileage for grant activities and meetings is included. Anticipated travel may include California Traffic Safety Summit. All conferences, seminars or training not specifically identified in the Budget Narrative must be approved by OTS. All travel claimed must be at the agency approved rate. Per Diem may not be claimed for meals provided at conferences when registration fees are paid with OTS grant funds.

**CONTRACTUAL SERVICES**

Phlebotomist - To draw and collect blood samples from suspected DUI drivers on scene as evidence in support of DUI convictions in a court of law.

**EQUIPMENT**

-

**OTHER DIRECT COSTS**

California State Bar Association Fees - Payment of State Bar Association membership fees required for practicing lawyers in California.

CDAA Membership Dues - CDAA Membership Dues

Court Transcript Fees - Funds for the purchase of court transcripts that include testimony from law enforcement and expert witnesses.

**INDIRECT COSTS**

Indirect Cost - 10% IDC on Personnel

**STATEMENTS/DISCLAIMERS**

There will be no program income generated from this grant.

Salaries may include wages, salaries, special compensations, or authorized absences such as annual leave and sick leave provided the cost for the individual employee is (a) reasonable for the services rendered, and (b) follows an appointment made in accordance with state or local laws and rules and meets federal requirements.

Benefits for personnel costs can only be applied to straight time or overtime hours charged to the grant.

Any non-grant funded vacancies created by reassignment to a grant-funded position must be filled at the expense of the grantee agency.

Certifications and Assurances for Fiscal Year 2024 Highway Safety Grants (23 U.S.C. Chapter 4 or Section 1906, Public Law 109-59, as amended by Section 25024, Public Law 117-58)

The officials named on the grant agreement, certify by way of signature on the grant agreement signature page, that the Grantee Agency complies with all applicable Federal statutes, regulations, and directives and State rules, guidelines, policies, and laws in effect with respect to the periods for which it receives grant funding. Applicable provisions include, but are not limited to, the following:

#### GENERAL REQUIREMENTS

The State will comply with applicable statutes and regulations, including but not limited to:

- 23 U.S.C. Chapter 4—Highway Safety Act of 1966, as amended;
- Sec. 1906, [Public Law 109-59](#), as amended by Sec. 25024, [Public Law 117-58](#);
- [23 CFR part 1300](#)—Uniform Procedures for State Highway Safety Grant Programs;
- [2 CFR part 200](#)—Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards;
- [2 CFR part 1201](#)—Department of Transportation, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

#### NONDISCRIMINATION

(applies to all subrecipients as well as States)

The State highway safety agency [and its subrecipients] will comply with all Federal statutes and implementing regulations relating to nondiscrimination (“Federal Nondiscrimination Authorities”). These include but are not limited to:

- *Title VI of the Civil Rights Act of 1964* ([42 U.S.C. 2000d et seq.](#), 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- [49 CFR part 21](#) (entitled *Non-discrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964*);
- [28 CFR 50.3](#) (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);
- *The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970*, ([42 U.S.C. 4601](#)), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- *Federal-Aid Highway Act of 1973*, ([23 U.S.C. 324 et seq.](#)), and *Title IX of the Education Amendments of 1972*, as amended ([20 U.S.C. 1681-1683](#) and [1685-1686](#)) (prohibit discrimination on the basis of sex);
- *Section 504 of the Rehabilitation Act of 1973*, ([29 U.S.C. 794 et seq.](#)), as amended, (prohibits discrimination on the basis of disability) and [49 CFR part 27](#);
- *The Age Discrimination Act of 1975*, as amended, ([42 U.S.C. 6101 et seq.](#)), (prohibits discrimination on the basis of age);
- *The Civil Rights Restoration Act of 1987*, (Pub. L. 100-209), (broadens scope, coverage, and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal aid recipients, subrecipients and contractors, whether such programs or activities are Federally-funded or not);
- *Titles II and III of the Americans with Disabilities Act* ([42 U.S.C. 12131-12189](#)) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and [49 CFR parts 37](#) and [38](#);
- [Executive Order 12898](#), *Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations* (preventing discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
- [Executive Order 13166](#), *Improving Access to Services for Persons with Limited English Proficiency* (requiring that recipients of Federal financial assistance provide meaningful access for applicants and beneficiaries who have limited English proficiency (LEP));
- [Executive Order 13985](#), *Advancing Racial Equity and Support for Underserved Communities through the Federal Government* (advancing equity across the Federal Government); and
- [Executive Order 13988](#), *Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation* (clarifying that sex discrimination includes discrimination on the grounds of gender identity or sexual orientation).

The preceding statutory and regulatory cites hereinafter are referred to as the “Acts” and “Regulations,” respectively.

#### GENERAL ASSURANCES

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In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

*“No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity, for which the Recipient receives Federal financial assistance from DOT, including NHTSA.”*

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI of the Civil Rights Act of 1964 and other non-discrimination requirements (the Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these nondiscrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

#### **SPECIFIC ASSURANCES**

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted Highway Safety Grant Program:

1. The Recipient agrees that each “activity,” “facility,” or “program,” as defined in § 21.23(b) and (e) of [49 CFR part 21](#) will be (with regard to an “activity”) facilitated, or will be (with regard to a “facility”) operated, or will be (with regard to a “program”) conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.
2. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with all Highway Safety Grant Programs and, in adapted form, in all proposals for negotiated agreements regardless of funding source:  
*“The [name of Recipient], in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.”*
3. The Recipient will insert the clauses of appendix A and E of this Assurance (also referred to as DOT Order 1050.2A) in every contract or agreement subject to the Acts and the Regulations.
4. The Recipient will insert the clauses of appendix B of DOT Order 1050.2A, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.
5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.
6. That where the Recipient receives Federal financial assistance in the form of, or for the acquisition of, real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.
7. That the Recipient will include the clauses set forth in appendix C and appendix D of this DOT Order 1050.2A, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:
  - a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
  - b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
8. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:
  - a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
  - b. the period during which the Recipient retains ownership or possession of the property.
9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.
10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, the State highway safety agency also agrees to comply (and require any sub-recipients, sub-grantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing NHTSA's access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by NHTSA. You must keep records, reports, and submit the material for review

upon request to NHTSA, or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

The State highway safety agency gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under the Highway Safety Grant Program. This ASSURANCE is binding on the State highway safety agency, other recipients, sub-recipients, sub-grantees, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the Highway Safety Grant Program. The person(s) signing below is/are authorized to sign this ASSURANCE on behalf of the Recipient.

#### **THE DRUG-FREE WORKPLACE ACT OF 1988 (41 U.S.C. 8103)**

The Subgrantee will provide a drug-free workplace by:

- a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace, and specifying the actions that will be taken against employees for violation of such prohibition;
- b. Establishing a drug-free awareness program to inform employees about:
  1. The dangers of drug abuse in the workplace;
  2. The grantee's policy of maintaining a drug-free workplace;
  3. Any available drug counseling, rehabilitation, and employee assistance programs;
  4. The penalties that may be imposed upon employees for drug violations occurring in the workplace;
  5. Making it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- c. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—
  1. Abide by the terms of the statement;
  2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
- d. Notifying the agency within ten days after receiving notice under subparagraph (c)(2) from an employee or otherwise receiving actual notice of such conviction;
- e. Taking one of the following actions, within 30 days of receiving notice under subparagraph (c)(2), with respect to any employee who is so convicted—
  1. Taking appropriate personnel action against such an employee, up to and including termination;
  2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- f. Making a good faith effort to continue to maintain a drug-free workplace through implementation of all of the paragraphs above.

#### **POLITICAL ACTIVITY (HATCH ACT)**

(applies to all subrecipients as well as States)

**The State will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.**

#### **CERTIFICATION REGARDING FEDERAL LOBBYING**

(applies to all subrecipients as well as States)

#### **CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS**

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

#### **RESTRICTION ON STATE LOBBYING** **(applies to subrecipients as well as States)**

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., “grassroots”) lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

#### **CERTIFICATION REGARDING DEBARMENT AND SUSPENSION** **(applies to all subrecipients as well as States)**

#### **INSTRUCTIONS FOR PRIMARY TIER PARTICIPANT CERTIFICATION (STATES)**

1. By signing and submitting this proposal, the prospective primary tier participant is providing the certification set out below and agrees to comply with the requirements of [2 CFR parts 180](#) and [1200](#).
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.
4. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms **covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded**, as used in this clause, are defined in [2 CFR parts 180](#) and [1200](#). You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under [48 CFR part 9, subpart 9.4](#), debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled “Instructions for Lower Tier Participant Certification” including the “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction,” provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with [2 CFR parts 180](#) and [1200](#).
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under [48 CFR part 9, subpart 9.4](#), debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov>).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under [48 CFR part 9, subpart 9.4](#), suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate the transaction for cause or default.

#### **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS—** **PRIMARY TIER COVERED TRANSACTIONS**

1. The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principals:
  - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
  - b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  - d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
2. Where the prospective primary tier participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

#### INSTRUCTIONS FOR LOWER TIER PARTICIPANT CERTIFICATION

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of [2 CFR parts 180](#) and [1200](#).
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms **covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded**, as used in this clause, are defined in [2 CFR parts 180](#) and [1200](#). You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under [48 CFR part 9, subpart 9.4](#), debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with [2 CFR parts 180](#) and [1200](#).
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under [48 CFR part 9, subpart 9.4](#), debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov>).
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under [48 CFR part 9, subpart 9.4](#), suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

#### CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION— LOWER TIER COVERED TRANSACTIONS

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

## **BUY AMERICA**

**(applies to subrecipients as well as States)**

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.

## **CERTIFICATION ON CONFLICT OF INTEREST**

**(applies to subrecipients as well as States)**

### **GENERAL REQUIREMENTS**

No employee, officer, or agent of a State or its subrecipient who is authorized in an official capacity to negotiate, make, accept, or approve, or to take part in negotiating, making, accepting, or approving any subaward, including contracts or subcontracts, in connection with this grant shall have, directly or indirectly, any financial or personal interest in any such subaward. Such a financial or personal interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or personal interest in or a tangible personal benefit from an entity considered for a subaward. Based on this policy:

1. The recipient shall maintain a written code or standards of conduct that provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents.
  - a. The code or standards shall provide that the recipient's officers, employees, or agents may neither solicit nor accept gratuities, favors, or anything of monetary value from present or potential subawardees, including contractors or parties to subcontracts.
  - b. The code or standards shall establish penalties, sanctions, or other disciplinary actions for violations, as permitted by State or local law or regulations.
2. The recipient shall maintain responsibility to enforce the requirements of the written code or standards of conduct.

### **DISCLOSURE REQUIREMENTS**

No State or its subrecipient, including its officers, employees, or agents, shall perform or continue to perform under a grant or cooperative agreement, whose objectivity may be impaired because of any related past, present, or currently planned interest, financial or otherwise, in organizations regulated by NHTSA or in organizations whose interests may be substantially affected by NHTSA activities. Based on this policy:

1. The recipient shall disclose any conflict of interest identified as soon as reasonably possible, making an immediate and full disclosure in writing to NHTSA. The disclosure shall include a description of the action which the recipient has taken or proposes to take to avoid or mitigate such conflict.
2. NHTSA will review the disclosure and may require additional relevant information from the recipient. If a conflict of interest is found to exist, NHTSA may (a) terminate the award, or (b) determine that it is otherwise in the best interest of NHTSA to continue the award and include appropriate provisions to mitigate or avoid such conflict.
3. Conflicts of interest that require disclosure include all past, present, or currently planned organizational, financial, contractual, or other interest(s) with an organization regulated by NHTSA or with an organization whose interests may be substantially affected by NHTSA activities, and which are related to this award. The interest(s) that require disclosure include those of any recipient, affiliate, proposed consultant, proposed subcontractor, and key personnel of any of the above. Past interest shall be limited to within one year of the date of award. Key personnel shall include any person owning more than a 20 percent interest in a recipient, and the officers, employees or agents of a recipient who are responsible for making a decision or taking an action under an award where the decision or action can have an economic or other impact on the interests of a regulated or affected organization.

## **PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE**

**(applies to all subrecipients as well as States)**

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

## **POLICY ON SEAT BELT USE**

In accordance with Executive Order 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, the Grantee is encouraged to adopt and enforce on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally-owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this Presidential initiative. For information and resources on traffic safety programs and policies for employers, please contact the Network of Employers for Traffic Safety (NETS), a public-private partnership dedicated to improving the traffic safety practices of employers and employees. You can download information on seat belt programs, costs of motor vehicle crashes to employers, and other traffic safety initiatives at [www.trafficsafety.org](http://www.trafficsafety.org). The NHTSA website ([www.nhtsa.gov](http://www.nhtsa.gov)) also provides information on statistics, campaigns, and program evaluations and references.

## **POLICY ON BANNING TEXT MESSAGING WHILE DRIVING**

In accordance with Executive Order 13513, Federal Leadership On Reducing Text Messaging While Driving, and DOT Order 3902.10, Text Messaging While Driving, States are encouraged to adopt and enforce workplace safety policies to decrease crashes caused by distracted driving, including policies to ban text messaging while driving company-owned or rented vehicles, Government-owned, leased or rented vehicles, or privately-owned vehicles when on official Government business or when performing any work on or behalf of the Government. States are also encouraged to conduct workplace safety initiatives in a manner commensurate with the size of the business, such as establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving, and education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

## INSTRUCTIONS FOR ADDING OR UPDATING GEMS USERS

1. Each agency is allowed a total of **FIVE (5) GEMS Users**.
2. GEMS Users listed on this form will be authorized to login to GEMS to complete and submit Quarterly Performance Reports (QPRs) and reimbursement claims.
3. Complete the form if adding, removing or editing a GEMS user(s).
4. The Grant Director must sign this form and return it with the Grant Agreement.

### GRANT DETAILS

Grant Number:	DI24007
Agency Name:	Los Angeles County District Attorney's Office
Grant Title:	Alcohol and Drug Impaired Driver Vertical Prosecution Program
Agreement Total:	\$2,013,000.00
Authorizing Official:	George Gascón
Fiscal Official:	Lidia Youssef
Grant Director:	Priscilla Musso

### CURRENT GEMS USER(S)

#### 1. Garrett Dameron

Title: Deputy-In-Charge

Phone: (213) 974-2187

Email: gdameron@da.lacounty.gov

Media Contact: No

#### 2. Shaun Gipson

Title: Special Assistant

Phone: (213) 257-2367

Email: sgipson@da.lacounty.gov

Media Contact: No

#### 3. Priscilla Musso

Title: Head Deputy District Attorney

Phone: (213) 974-6756

Email: pmusso@da.lacounty.gov

Media Contact: No

#### 4. Melanie Rubio

Title: Grants Analyst

Phone: (213) 257-2803

Email: mrubio@da.lacounty.gov

Media Contact: No

#### 5. Anh Vo

Title: Administrative Service Manager II

Phone: (213) 257-2805

Email: avo@da.lacounty.gov

Media Contact: No

Complete the below information if adding, removing or editing a GEMS user(s)

<b>GEMS User 1</b> Add/Change <input type="checkbox"/> Remove Access <input type="checkbox"/>		Add as a media contact? Yes <input type="checkbox"/> No <input type="checkbox"/>	
Name		Job Title	
Email address		Phone number	
<b>GEMS User 2</b> Add/Change <input type="checkbox"/> Remove Access <input type="checkbox"/>		Add as a media contact? Yes <input type="checkbox"/> No <input type="checkbox"/>	
Name		Job Title	
Email address		Phone number	
<b>GEMS User 3</b> Add/Change <input type="checkbox"/> Remove Access <input type="checkbox"/>		Add as a media contact? Yes <input type="checkbox"/> No <input type="checkbox"/>	
Name		Job Title	
Email address		Phone number	
<b>GEMS User 4</b> Add/Change <input type="checkbox"/> Remove Access <input type="checkbox"/>		Add as a media contact? Yes <input type="checkbox"/> No <input type="checkbox"/>	
Name		Job Title	
Email address		Phone number	
<b>GEMS User 5</b> Add/Change <input type="checkbox"/> Remove Access <input type="checkbox"/>		Add as a media contact? Yes <input type="checkbox"/> No <input type="checkbox"/>	
Name		Job Title	
Email address		Phone number	
Form completed by:		Date:	
As a signatory I hereby authorize the listed individual(s) to represent and have GEMS user access.			
Signature		Name	
		Grant Director	
Date		Title	



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

**AMENDMENT NO.2**

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

**RECITALS**

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

WHEREAS, on February 7, 2022, LADA with Board's authority, in accordance with Government Code Sections 23005 and 31000, entered County into an Agreement with Contractor;

WHEREAS, Amendment Number One was executed to extend the term of the Agreement to September 30, 2023, to continue the on-call DUI Blood draw services, increase the maximum compensation by one hundred thousand dollars (\$100,000) for a maximize total contract cost not to exceed two hundred thousand dollars (\$200,000), and add and update standard County contract terms and conditions in the Agreement;

WHEREAS, the Parties mutually agree that it is to both of their benefit to execute Amendment Number Two, to exercise the second one-year extension option by extending the term of the Agreement to September 30, 2024, to continue on-call DUI blood draw services, increase the total contract sum in the amount of two hundred thousand dollars (\$200,000) for a maximum total contract cost not to exceed four hundred thousand dollars (\$400,000), and to update certain standard County contract terms and conditions in the Agreement.

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

1. This Amendment No.2 shall commence and be effective upon execution of the last signatory and continue through September 30, 2024.
2. Section 1 APPLICABLE DOCUMENTS, Exhibit J of the Agreement, amended by the Amendment No.1, is deleted in its entirety.

3. Section 4 TERM OF CONTRACT, paragraph 4.1 of the Agreement is deleted in its entirety and replaced with the following:
  - 4.1 The term of this CONTRACT shall commence after execution by the County and shall expire September 30, 2024, unless sooner terminated or amended, in whole or in part, as provided in this CONTRACT.
4. Section 4 TERM OF CONTRACT, paragraph 4.2 of the Agreement is deleted in its entirety and replaced with the following:
  - 4.2 The COUNTY shall have the sole option to extend this CONTRACT term for up to six (6) month-to-month extensions, for a maximum total Contract term of three (3) years and six (6) months. Each such extension option may be exercised at the sole discretion of the COUNTY or its designee as authorized or delegated by County's Board of Supervisors.
5. Section 5 CONTRACT SUM, 5.1 Total Contract Sum, paragraph 5.1.1 of the Agreement is deleted in its entirety and replaced with the following:
  - 5.1.1 The "Contract Sum" under the Term of Contract shall be the total monetary amount payable by COUNTY to CONTRACTOR for Services specified under Exhibit A- Statement of Work, which is consistent with the costs listed in Exhibit B- Pricing Schedule. The Contract Sum authorized by COUNTY hereunder shall not exceed four hundred thousand dollars (\$400,000) for the Term of Contract funds.
6. Section 8 STANDARD TERMS AND CONDITIONS, paragraph 8.59 COVID-19 Vaccinations of County Contractor Personnel of the Agreement, amended by Amendment No.1, is deleted in its entirety and replaced with the following:
  - 8.59 Injury and Illness Prevention Program  
  
CONTRACTOR will be required to comply with the State of California's Cal OSHA's regulations. California Code of Regulations Title 8 Section 3203 requires all California employers to have a written, effective Injury and Illness Prevention Program (IIPP) that addresses hazards pertaining to the particular workplace covered by the program.
7. Except as provided in this Amendment, all other provisions, terms, and conditions of the Agreement shall remain the same and in full force and effect:

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**AMENDMENT NO.2**  
**VITAL MEDICAL SERVICES, LLC**

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment Number Two.

COUNTY OF LOS ANGELES  
DISTRICT ATTORNEY'S OFFICE

CONTRACTOR  
VITAL MEDICAL SERVICES, LLC.

By: \_\_\_\_\_  
District Attorney or Designee

By: \_\_\_\_\_  
Armen Vartanian, President

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

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

APPROVED AS TO FORM  
DAWYN R. HARRISON  
County Counsel

By: EP  
ELIZABETH PENNINGTON  
Senior Deputy County Counsel

September 26, 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 ACCEPT A GRANT AWARD  
FROM THE BOARD OF STATE AND COMMUNITY CORRECTIONS  
FOR THE OFFICER WELLNESS AND MENTAL HEALTH GRANT PROGRAM  
AND APPROVAL FOR HIRING AUTHORITY TO FILL ORDINANCE ITEMS FOR  
FISCAL YEARS 2023-24 THROUGH 2025-26  
(ALL DISTRICTS) (3 VOTES)**

**SUBJECT**

Request Board approval to authorize the Sheriff of Los Angeles County (County) to accept a grant award in the amount of \$6,548,325 from the Board of State and Community Corrections (BSCC) and approve interim ordinance authority for seven additional positions for the Officer Wellness and Mental Health Grant Program (Grant) for the grant period of July 1, 2022, through December 1, 2025. The Grant is funded through the California Budget Act of 2022 and is available to all city and county law enforcement agencies employing officers described in Section 830.1 of the California Penal Code. This Grant will support officer wellness by funding an expansion of mental and physical health resources available to the sworn officers of the County Sheriff's Department (Department).

**IT IS RECOMMENDED THAT THE BOARD:**

1. Delegate authority to the Sheriff, or his designee, as an agent for the County, to accept the BSCC Grant award, in the amount of \$6,548,325, with no match

requirement, to provide officer wellness and mental health services to the Department's sworn officers for the grant period of July 1, 2022, through December 1, 2025.

2. Delegate authority to the Sheriff, or his designee, as an agent for the County, to execute and submit all required grant documents, including but not limited to, applications, agreements, modifications, extensions, annual expenditure reports, final reports, and payment requests, which may be necessary for the completion of the BSCC Grant.
3. Approve interim ordinance authority, pursuant to Section 6.06.020 of the County Code for seven additional positions to enhance and expand wellness services to officers, subject to allocation by the County Chief Executive Office, provided that sufficient funding is available.
4. Delegate authority to the Sheriff, or his designee, as an agent for the County, to apply for and submit a grant application to the BSCC for the Grant in future Fiscal Years (FYs), and to execute all required grant application documents, if such funding becomes available.
5. Delegate authority to the Sheriff, or his designee, as an agent for the County, to accept all grant awards for the Grant in future FYs, if awarded by the BSCC, and execute all required grant award documents, including but not limited to, agreements, modifications, extensions, annual expenditure reports, final reports, and payment requests, which may be necessary for the completion of the BSCC Grant.
6. Delegate authority to the Sheriff, or his designee, as an agent for the County, to deposit the funds received from the BSCC into an interest-bearing account and to utilize any interest earned on expenditures for the Grant.

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

The purpose of the Grant is to improve officer wellness through the expansion of the Department's Psychological Services Bureau (PSB) and Injury and Health Support Unit (IHSU). Both units focus on the wellness and mental health of our sworn officers; however, the current level of staffing in both PSB and IHSU is not sufficient to provide the desired level of services to the Department's sworn officers. Staff shortages and budgetary concerns paired with additional officer stressors, such as the COVID-19 pandemic and rising anti-law enforcement sentiment, have weakened the Department's ability to give adequate support and attention to its sworn officers.

As the largest sheriff's office in the country, with a responsibility for the safety and well-being of over 17,000 sworn and non-sworn employees and serving ten-million residents across 4,083 square miles, the Department recognizes the profound experiences and challenges faced by Department employees. The Department has placed employee wellness as one of its highest priorities and is committed to enhancing mental health and wellness services. The Department recognizes that sworn officers face adverse and stress-inducing working conditions, personnel shortages, mandatory overtime, and traumatic line-of-duty experiences, which can cause significant and ongoing psychological stress, as well as physical stress and injuries.

The PSB's professional team of law enforcement psychologists and industrial/organizational consultants provide services grounded in the practices of behavioral science to enhance employee wellness, improve organizational efficiency, and support law enforcement operations. Its police psychologists are specifically trained to assist those in law enforcement with issues unique to the profession. They are aware of the cultural differences, which make law enforcement distinctive and provide services regarding job-related concerns, relationship issues, critical/traumatic incidents, substance abuse issues, suicidal thoughts, and much more. The PSB offers counseling, behavioral health consulting, organizational development, operational support, and peer support. Additional staffing will enable the PSB to expand their services to better serve our sworn officers.

The IHSU is another highly visible unit within the Department responsible for employee wellness. The unit is responsible for facilitating the return-to-work process for employees following an injury and/or illness. It is responsible for the reintegration of an ill or injured employee into his or her full position. The unit offers guidance, assistance, and support during the transitional period, and promotes prevention of workplace injury, illness, and disease. It also acts as trainers and educators to Department supervisory staff ensuring all laws, as well as County and Department policies and procedures related to workplace safety disability are being followed. Current staff have an average caseload of 175 cases. Additional staff will reduce the caseload by an estimated 25 percent; thereby, allowing staff more time to conduct higher quality one-on-one interactions with injured and/or ill employees, and improving the return-to-work process, helping employees heal and return to their full positions more effectively and efficiently.

The award of the BSCC Grant will allow the Department to increase the services provided to the Department employees by adding additional staff to both the PSB and the IHSU.

In addition to additional staff, the Grant resources will be used for a variety of other purposes, including acquiring a mobile office for psychological services to be deployed

during critical events, improving the Department's Peer Support Program, expanding contractual mental health services, improving technology systems, and providing training associated with industrial injuries to supervisor staff.

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

Approval of the recommended action is consistent with the County's Strategic Plan, Goal III.1 – Continually Pursue Development of Our Workforce. Invest in tomorrow's workforce today and today's workforce for a better tomorrow.

### **FISCAL IMPACT/FINANCING**

This is a zero net County cost revenue generating grant program. The Department's FY 2023-24 budget will include an appropriation request for \$2,079,000 (\$1,849,000 for Salaries and Employee Benefits, \$180,000 for Services and Supplies, and \$50,000 for Capital Assets), to be offset with an equivalent amount of revenue.

The remaining balance of \$4,469,325 will be requested for appropriation in subsequent FYs.

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

On December 21, 2022, the BSCC sent a memorandum informing the Department that pursuant to the California Budget Act of 2022, all eligible law enforcement agencies will receive a disbursement made in accordance with Assembly Bill 178, Chapter 45, Statutes of 2022, Item 5227-121-0001 for the purpose of improving officer wellness and expanding mental health services.

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

The award of the BSCC Grant will allow the Department's current wellness and mental health sources and programs to expand making a positive impact on the wellness and mental health of our sworn officers.

The Honorable Board of Supervisors  
September 26, 2023  
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**CONCLUSION**

Upon Board approval, please return two copies of the adopted Board letter to the Department's Financial Programs Bureau, Grants Unit.

Sincerely,

ROBERT G. LUNA  
SHERIFF

DRAFT



RGL:JT:CM:tv  
(Financial Programs Bureau–Grants Unit)

- c: Board of Supervisors, Justice Deputies  
Celia Zavala, Executive Officer, Board of Supervisors  
Fesia Davenport, Chief Executive Officer  
Sheila Williams, Senior Manager, Chief Executive Office (CEO)  
Rene Phillips, Manager, CEO  
Jocelyn Ventilacion, Principal Analyst, CEO  
Anna Petrosyan, 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  
Sergio A. Aloma, Assistant Sheriff, Custody Operations  
Holly A. Francisco, Assistant Sheriff, Countywide Operations  
Myron R. Johnson, Acting Assistant Sheriff, Patrol Operations  
Jill Torres, Assistant Sheriff, CFAO  
Jason A. Skeen, Chief of Staff, Office of the Sheriff  
Conrad Meredith, Division Director, Administrative Services Division (ASD)  
Joel Barnett, Commander, Personnel Command  
Glen Joe, Assistant Division Director, ASD  
Richard F. Martinez, Assistant Division Director, ASD  
David E. Culver, Director, Financial Programs Bureau  
Stephen W. Seetal, Director, Psychological Services Bureau  
Bryan C. Aguilera, Lieutenant, Personnel Administration Bureau  
Lina D. Corvera, Assistant Director, FPB  
Rene A. Garcia, Lieutenant, ASD  
Erica M. Nunes, Sergeant, ASD  
Diane Stone, Administrative Services Manager (ASM) III, FPB, Grants Unit  
Kristine D. Corrales, Deputy, ASD  
Monica Moreno, ASM I, FPB, Grants Unit  
Tran Vo, Operations Assistant III, FPB, Grants Unit  
(Grants – Officer Wellness and Mental Health Program-BSCC 09-26-23)

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

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

**Grant Project Title and Description:** 2023-25 Officer Wellness and Mental Health Grant

The Officer Wellness and Mental Health Grant will provide officer wellness through the expansion of the Department's Psychological Services Bureau (PSB) and Injury and Health Support unit (IHSU).

**Funding Agency**

Board of State and Community  
Corrections

**Program (Fed. Grant # /State Bill or Code #)**

**Grant Acceptance Deadline**

Upon Board Acceptance

**Total Amount of Grant Funding:** \$6,548,325

**County Match:** \$0

**Grant Period:** 40 Months

**Begin Date:** July 1, 2022

**End Date:** December 1, 2025

**Number of Personnel Hired Under This Grant:** 7

**Full Time:** 7 **Part Time:** 0

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

Will all personnel hired for this program be informed this is a grant-funded program? **Yes**

Will all personnel hired for this program be placed on temporary ("N") items? **Yes**

Is the County obligated to continue this program after the grant expires? **No**

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**

b). Identify other revenue sources **No**  
(Describe)

c). Eliminate or reduce, as appropriate, positions/program costs funded by the grant. **Yes**

**Impact of additional personnel on existing space:** None

**Other requirements not mentioned above:** None

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



## Chief Executive Office.

### COUNTY OF LOS ANGELES

Kenneth Hahn Hall of Administration  
500 West Temple Street, Room 713, Los Angeles, CA 90012  
(213) 974-1101      ceo.lacounty.gov

#### CHIEF EXECUTIVE OFFICER

Fesia A. Davenport

September 26, 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:

**REQUEST FOR DELEGATED AUTHORITY TO THE CHIEF EXECUTIVE OFFICER  
TO EXECUTE SITE ACCESS AGREEMENT AMENDMENTS WITH LOS ANGELES  
REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY  
AT CASTRO PEAK AND ROLLING HILLS TELECOMMUNICATION SITES  
(THIRD AND FOURTH DISTRICTS) (3 VOTES)**

#### **SUBJECT**

This is a request for delegated authority to the Chief Executive Officer, or her designee, to approve and execute amendments to the existing Site Access Agreements (SAAs) at the County-owned communication sites at Castro Peak in Malibu and Rolling Hills in Rancho Palos Verdes to facilitate in the migration and co-location of County equipment onto Los Angeles Regional Interoperable Communications System (LA-RICS) Authority Land Mobile Radio towers (LMR Towers).

#### **IT IS RECOMMENDED THAT THE BOARD:**

1. Find that approval and execution of the respective amendments of the SAAs with the LA-RICS Authority to allow for certain work to occur at these County-owned sites is statutorily exempt as they are consistent with Public Resources Code Section 21080.25, which was originally used to approve the SAAs (i.e. tiering off of the existing analysis), and categorically exempt from the provisions of the California Environmental Quality Act (CEQA), pursuant to CEQA Guidelines Section 15301 and Class 1, subsection (r) of the County's Environmental Document Reporting Procedures (Existing Facilities) and section 15303 and Class

3, subsection (d) of the County's Environmental Document Reporting Procedures and Guidelines (New Construction or Conversion of Small Structures).

2. Find that the proposed amendments are in the public's interest and the use will not substantially conflict or interfere with the use of the property by the County.
3. Delegate authority to the Chief Executive Officer, or her designee, to approve and execute the proposed amendments, to facilitate the migration and co-location of County equipment on the two LMR Towers.
4. Delegate authority to the Chief Executive Officer, or her designee, to negotiate, approve, execute and/or grant any other consents or ancillary documentation approved as to form by County Counsel, which are necessary to effectuate the proposed amendments and the activities permitted under the amendments.

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

On March 24, 2015, the Board delegated authority to the Chief Executive Officer to execute SAAs with the LA-RICS Authority for the installation, operation, and maintenance of eight LMR equipment sites and 23 Long-Term Evolution System sites at various locations including Rolling Hills. On December 20, 2016, the Board approved the same delegated authority for Land Mobile Radio equipment at the County-owned San Dimas, Castro Peak, and Cerro Negro sites.

The purpose of this action is to enter into the proposed amendments. Pursuant to section 7.03 and 7, respectively, of the SAAs, the County reserved the right to appropriate tower space on the new LMR Towers and the right to install its own equipment, and infrastructure for County's use, so long as such use did not interfere with LA-RICS Authority's operations. The SAAs, however, did not provide specifics or details on the responsibilities of each of the parties if the County does co-locate on the LMR Towers and the Board did not delegate authority to the Chief Executive Officer, or her designee, to amend the SAAs to provide more specific details as to how the County and LA-RICS Authority will jointly use the LMR Towers.

The proposed amendments, with the consent of LA-RICS, define the County's use to be coterminous with the existing SAAs; give LA-RICS Authority the opportunity to review all proposed project plans and specifications for equipment; delineates maintenance responsibility, emergency repair costs, and utility costs between the two parties; add updated County insurance provisions; give County the Right of First Refusal to acquire the LMR Towers and retain it on site, subject to approval of the County and all grantor(s), and County's assumption of any grant conditions; and, in the event LA-RICS must remove the LMR Tower from the respective site, the parties will work together cooperatively to vacate the LMR Towers prior to the removal of the LMR Towers.

### **Implementation Of Strategic Plan Goals**

The proposed amendments support the Countywide Strategic Plan Goal of Realizing Tomorrow's Government Today, specifically by Embracing Digital Government for the Benefit of our Internal Customers and Communities (Strategy III.2) and Pursue Operational Effectiveness (Strategy III.3). Upon entering into the proposed amendments, the County will continue to be able to provide a public safety communications system that will maximize the effectiveness of processes, structure, and operations to support the timely delivery of customer-oriented and efficient public services, particularly in the areas of public safety. These amendments will provide for a seamless operation at the LMR Towers by clearly delineating responsibilities between the parties.

### **FISCAL IMPACT/FINANCING**

There will be no fiscal impact to the County by amending the SAAs.

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

The coastal development permit for the LMR Tower at Castro Peak required the removal of the County's preexisting communications tower, and the County and LA-RICs Authority agreed to co-locate on the new LMR Tower.

For the Rolling Hills site, in observance of the general consistency review by the City of Rancho Palos Verdes' Planning Commission and outreach with the local community, the new LMR Tower was to replace the County's preexisting communications tower, requiring the County's tower to be removed, and the parties agreed to co-locate onto the new LMR Tower.

As the County will need to co-locate on the LMR Towers, the SAAs need to be amended accordingly. The proposed SAA amendments have been prepared by the Chief Executive Office, LA-RICS, and County Counsel. Each amendment will be executed in a form substantially similar to Attachment A.

### **ENVIRONMENTAL DOCUMENTATION**

The proposed amendments are statutorily exempt as they are consistent with Public Resources Code Section 21080.25, which was originally used to approve the SAAs (i.e., tiering from the existing analysis). Further, the amendments are exempt from CEQA pursuant to CEQA Guidelines Sections 15301 and 15303.

Upon the Board's approval of the recommended actions, a Notice of Exemption will be filed with the Registrar-Recorder/County Clerk in accordance with section 21152 of the California Public Resources Code.

The Honorable Board of Supervisors  
September 26, 2023  
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**IMPACT ON CURRENT SERVICES (OR PROJECTS)**

The recommended action will not affect any current services and will not compromise public safety missions or disrupt vital, existing, communication services.

Respectfully submitted,

FESIA A. DAVENPORT  
Chief Executive Officer

FAD:JTC:JLC  
HD:MGR:KG:gb

Enclosure

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

**AMENDMENT NO. 1 TO  
SITE ACCESS AGREEMENT  
CASTRO PEAK TELECOMMUNICATIONS SITE**

**THIS AMENDMENT NO. 1 TO SITE ACCESS AGREEMENT CASTRO PEAK TELECOMMUNICATIONS SITE** (together with all exhibits, attachments, and schedules here to, if any "Amendment No. 1") entered into on this \_\_\_\_ day of \_\_\_\_\_ 2023 ("Effective Date").

**BY AND BETWEEN**

**COUNTY OF LOS ANGELES**, a body corporate and politic, hereinafter referred to as "County"

**AND**

**THE LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY**, a Joint Power Authority, hereinafter referred to as "LA-RICS AUTHORITY."

**RECITALS:**

**WHEREAS**, County and LA-RICS AUTHORITY have entered into a certain Site Access Agreement Castro Peak Telecommunications Site ("SAA") dated December 20, 2016 to permit LA-RICS AUTHORITY to construct and operate a Land Mobile Radio ("LMR") tower and telecommunications site;

**WHEREAS**, the coastal development permit for the new LMR communications tower ("LMR Tower") required the removal of the County's preexisting communications tower, therefore parties have agreed to collocate on the new LMR Tower;

**WHEREAS**, pursuant to section 7.03 of the SAA, the County reserved the right to appropriate tower space on the new LMR Tower and the right to install its own equipment, and infrastructure for County's use, which is defined in the SAA collectively as "County Facilities," so long as such use does not interfere with LA-RICS AUTHORITY'S operations; and

**WHEREAS**, the parties wish to amend the SAA to facilitate the migration and co-location of County equipment on the LA-RICS AUTHORITY LMR Tower.

**NOW, THEREFORE**, in consideration of the foregoing recitals, which are hereby deemed a contractual part hereof, and the mutual promises, covenants, and conditions set forth herein, the parties hereto agree as follows:

**AGREEMENTS**

**1. Capitalized Terms; Paragraph References.** Capitalized terms used herein without definition (including in the recitals hereto), have the meanings given to such terms in the SAA,

unless otherwise defined in this Amendment No. 1. Unless otherwise noted, section references in this Amendment No. 1 refer to sections in the SAA, as amended by this Amendment No. 1.

**2. Amendment to Section 1, LMR Site.** The following new paragraph 1.06 shall be added to the end of Section 1 of the SAA and Exhibit C.1 attached hereto and incorporated herein by this reference shall be added to the SAA:

"1.06 The County's reservation of right to use a portion of the tower space for collocation of the County Facilities on a portion of the LMR Tower shall be subject to the terms and conditions set forth herein. The tower space to be used by the County will be reviewed and approved by the LA-RICS AUTHORITY in accordance with Section 6, Conditions Precedent To Installation Or Alterations Of Equipment, prior to County's collocation on the telecommunications tower, and the approved plans will be incorporated by reference as **Exhibit C.1**, Site Plan for County of Los Angeles Collocation at Castro Peak Telecommunications Tower, attached hereto and incorporated herein by this reference. All other terms and conditions contained in Section 1, LMR Site, applicable to the LA-RICS AUTHORITY for its LMR Site will be applicable to the County for its County Facilities."

**3. Amendment to Section 2, Purpose and Use.** The following new paragraph 2.04 shall be added to the end of Section 2 of the SAA:

"2.04 Notwithstanding any language to the contrary contained within paragraph 2.01 (above) or this Agreement, the subsidiary purpose of this Agreement is to allow the County to install, collocate, operate and maintain its County Facilities on LA-RICS AUTHORITY's telecommunications tower at the LMR Site located on the Real Property (collectively, "County Permitted Activities"). All other terms and conditions contained in Section 2, Purpose and Use, applicable to the LA-RICS AUTHORITY for its LMR Site, shall be applicable to the County for its County Facilities."

**4. Amendment to Section 4, Term.** The following new paragraph shall be added to the end of Section 4 of the SAA:

"The County's rights hereunder with respect to the County Facilities are commensurate with the term of the SAA. The County's use of the LMR Tower shall automatically extend in the event the SAA is extended or renewed. County's collocation of the County Facilities shall automatically terminate in the event that the SAA is terminated."

**5. Amendment to Section 6, Conditions Precedent to Installation or Alterations of Equipment.** The following new paragraph shall be added to the end of Section 6 of the SAA and Exhibit B.1 attached hereto and incorporated herein by this reference shall be added to the SAA:

"LA-RICS AUTHORITY shall have the opportunity to review and provide input, if any, as to all project plans and specifications for equipment proposed by the County or County's third-party sublicensees, or future alterations to County's or County's third-party sublicense's equipment (not including "like-kind" replacements) to be installed on the LMR Tower. In addition, LA-RICS AUTHORITY shall have the right to inspect said equipment at any time during and after installation upon not less than twenty-four (24) hours prior written notice to



the County, except in cases of emergency pursuant to Section 14 hereof (Emergency Access), and, at County's option, County may choose to have a representative to accompany LA-RICS AUTHORITY during any such inspection. The County shall not commence installation of County's equipment until LA-RICS AUTHORITY has reviewed and approved the plans and specifications in accordance with all of the terms and conditions of this Agreement. LA-RICS AUTHORITY's review and approval of the plans shall not release the County from the responsibility for, or the correction of, any errors, omissions or other mistakes that may be contained in the plans and specifications. The County shall be responsible for notifying LA-RICS AUTHORITY and all other relevant parties immediately upon discovery of such omissions and/or errors. The County shall not cause or permit any change of any equipment installed by the County, including power outputs or changes in the use of frequencies described in **Exhibit B.1**, County's Equipment List, attached hereto and incorporated herein by this reference, but not including "like-kind" replacements." The Parties shall update Exhibit B to reflect the most recent alteration of LA-RICS AUTHORITY equipment or frequencies approved by County. The Parties shall update EXHIBIT B.1 to reflect the most recent alteration of County equipment or frequencies approved by LA-RICS AUTHORITY.

**6. Revisions to Section 9, Maintenance.** Section 9, Maintenance, of the SAA shall be deleted in its entirety and replace with the following new paragraphs which shall be added as new Section 9 of the SAA:

**"9. MAINTENANCE**

9.01 In lieu of installing a new shelter for equipment at the LMR Site, LA-RICS AUTHORITY is using an existing County shelter that was emptied where County equipment was removed to accommodate the LMR Project, with LA-RICS AUTHORITY's LMR equipment currently occupying the entire shelter. The shelter has an existing automatic/clean agent fire suppression system (FSS), air conditioning units (ACs), emergency ventilation system/exhaust fan (EVS), and shelter lighting, and the LA-RICS Authority is using the shelter and all appurtenant equipment "as-is" for the LMR System at the LMR Site. LA-RICS AUTHORITY agrees that it will maintain the existing shelter equipment listed above (FSS, ACs, etc.) and will be responsible for maintaining the equipment and shelter while it is the exclusive shelter user/tenant.

9.02 County shall be responsible for grounds maintenance of the Real Property, including the LMR Site, and such maintenance responsibility shall include general upkeep, landscaping, lawn-mowing, and related maintenance activities. The LMR Site shall be kept neat and clean by LA-RICS AUTHORITY and ready for normal use by County and other users. Should LA-RICS AUTHORITY fail to accomplish this, following 30-days written notice from County, County may perform the work and LA-RICS AUTHORITY shall pay the cost thereof upon written demand by County.

9.03 LA-RICS AUTHORITY shall be responsible for the timely repair of all damage to the LMR Site or the Real Property caused by the negligence or willful misconduct of LA-RICS AUTHORITY, its employees, agents or business vendors, including without limitation the LMR Vendor. Should LA-RICS AUTHORITY fail to

promptly make such repairs after thirty (30) days written notice from County, County may have repairs made and LA-RICS AUTHORITY shall pay the cost thereof upon written demand by County. This section shall also apply to the COUNTY and its sublicensees for its use of the LMR Tower at the LMR Site."

7. **Amendment to Section 11, Other Operational Responsibilities.** The following new paragraph shall be added to the end of Section 11 of the SAA:

"11.03 Operation by County.

(a) County shall install, operate and modify its own equipment for the County Facilities on the LMR Tower at its own expense and risk as approved by LA-RICS AUTHORITY in accordance with the terms hereof.

(b) County, and its authorized agents shall comply with and abide by all applicable rules, regulations and directions of LA-RICS AUTHORITY.

(c) County, and its authorized agents shall conduct the County Permitted Activities in a courteous and non-profane manner, operate without interfering with the use of the LMR Tower by LA-RICS AUTHORITY or the public, except as herein permitted, and remove any agent, invitee or employee who fails to conduct County Permitted Activities in the manner heretofore described.

(d) County, and its authorized agents shall assume the risk of loss, damage or destruction to the COUNTY Equipment and any and all fixtures and personal property belonging to COUNTY that are installed on or placed within the LMR Tower, unless such loss, damage or destruction was caused by the negligent or willful act or omission of the LA-RICS AUTHORITY, its agents, employees or contractors."

8. **Amendment to Section 13, Access To LMR Site.** The following new paragraph shall be added to the end of Section 13 of the SAA:

"13.03 Notwithstanding any language to the contrary contained within this Agreement, in the event the owner of the access route, or other responsible entity, fails to maintain any portion of the Access Road, and the LA-RICS AUTHORITY and County mutually agree that emergency repairs are necessary to ensure access, they may separately agree to share the pro rata costs for such emergency repairs."

9. **Amendment to Section 16, Utilities.** Section 16 of the SAA shall be deleted in its entirety and replace with the following new paragraphs which shall be added as new Section 16 of the SAA:

"16. **UTILITIES**

16.01 LA-RICS AUTHORITY shall, at its sole cost and expense, cause the installation of any utility service line required by or for the conduct of the Permitted Activities, and shall be responsible for the payment of all utilities necessary for the operation of the LA-RICS Facility on the LMR Site.

16.02 County shall, at its sole cost and expense, be responsible for any utility costs necessary for the operation of the County's equipment and County Facilities.

16.03 If the installation of separate utilities or submeters are not feasible, as determined by the LA-RICS AUTHORITY and County, the LA-RICS AUTHORITY and County agree that each shall be responsible for their pro rata share of utility costs, which costs will be invoiced by the party holding the utility meter account and paid by the other party within thirty (30) days of its receipt of such invoice."

16.04 The LA-RICS AUTHORITY and County are currently both using the County's existing generator. County shall be responsible for the reasonable costs to maintain and operate the existing generator. However, County makes no guarantees regarding continued provision or replacement of the existing generator. Exhibit B, the LARICS AUTHORITY "Equipment List", list permits LA-RICS AUTHORITY's to install its own generator and associated fuel storage. Due to the limited space available at the LMR sites, it is in the best interest of the Parties to minimize the number of generators at each site; therefore, the parties agree to collaborate in good faith on agreements to share use of emergency generators when feasible.

**10. Amendment to Section 18, Insurance.** The following new paragraphs shall be added to the end of Section 18, Insurance, of the SAA:

**"18.1 COUNTY'S INSURANCE REQUIREMENTS**

18.1.1 Without limiting County's obligations to LA-RICS AUTHORITY, County shall provide and maintain, at its own expense during the term of this Agreement, the following program(s) of insurance covering its operations hereunder. County may elect to maintain a program of self-insurance to satisfy its insurance requirements. Such insurance shall be provided by insurer(s) with an A.M. Best rating of at least A-VII, and ACORD form certificate(s) of insurance shall be provided as evidence the LA-RICS AUTHORITY, shall be delivered to the Executive Director of the LA-RICS AUTHORITY, on or before the Effective Date of this Agreement. Such evidence shall specifically identify this Agreement. County shall provide LA-RICS AUTHORITY with at least thirty (30) days written notice in advance of cancellation or non-renewal of any required coverage that is not replaced. County may self-insure any of the insurance required under this Agreement. County will endeavor to require its contractors and subcontractors to provide commercial insurance as required in the Section 18.1, and any additional insurance required by County of its contractor/subcontractor, shall include the LA-RICS AUTHORITY as an additional insured as respects this Agreement.

(a) **Commercial General Liability.** A program of insurance which shall be primary to and not contributing with any other insurance maintained by LA-RICS AUTHORITY, written on ISO policy form CG 00 01 or its equivalent, and include the LA-RICS as an additional insured by endorsement as respects this Agreement, and shall include, but not be limited to:

1. Commercial general liability insurance endorsed for ongoing-operations, products/completed operations, contractual liability, broad from property damage, and personal injury with a limit of

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$2 million
Personal and Advertising Injury:	\$1 million
Per occurrence	\$1 million

(b) **Workers Compensation.** A program of workers' compensation insurance in an amount and form to meet all applicable requirements of the labor code of the State of California, and which specifically covers all persons providing services on behalf of COUNTY and employer's liability insurance with limits of

Each Accident:	\$1 million
Disease - policy limit:	\$1 million
Disease - each employee:	\$1 million

(c) **Commercial Property Insurance.** County may self-insure this risk. Such coverage shall:

- Provide coverage for County's property, and any improvements and betterments. This coverage shall be at least as broad as that provided by the Causes-of-Loss Special Form (ISO form CP 10 30 or equivalent), Ordinance or Law Coverage, flood, and shall include rental expense coverage for a period of up to twelve (12) months.
- Be written for the full replacement cost of the property. Insurance proceeds shall be payable to the LA-RICS AUTHORITY and County as their interests may appear and be utilized for repair and restoration of the Premises. Failure to use such insurance proceeds to timely repair and restore the Premises shall constitute a material breach of the SAA.

(d) **Construction Insurance.** If major construction work is performed by County during the term of this Agreement (i.e. demolition of structures, construction of new structures, renovation or retrofit involving structures frame, foundation or supports, or more than 50% of building, etc.) then County or County's contractor shall provide the following insurance:

- **Installation Floater Insurance.** If County is self-insured. Such coverage shall insure against damage from perils covered by the Causes-of-Loss Special Form (ISO form CP 10 30 or its equivalent). This insurance shall be endorsed to include earthquake, flood, ordinance or law coverage, coverage for temporary offsite storage, debris removal, cleanup and removal, testing, preservation of property, excavation costs, landscaping, shrubs and plants, and full collapse coverage during construction, without restricting collapse coverage to specified perils. Such insurance shall be extended to include boiler & machinery coverage for air conditioning, heating and other equipment during testing. This insurance shall be written on a completed-value basis and cover the entire value of the construction project, including LA-RICS AUTHORITY furnished materials and equipment, against loss or damage until completion and acceptance by County and the LA-RICS AUTHORITY if required.

- **General Liability Insurance.** Such coverage shall be written on ISO policy form CG 00 01 or its equivalent, including LA-RICS AUTHORITY as an additional insured, with limits of not less than:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$2 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

The Products/Completed Operations coverage shall continue to be maintained in the amount indicated above for at least two (2) years from the date the Project is completed and accepted by County and the LA-RICS AUTHORITY if required.

- **Automobile Liability.** Such coverage shall be written on ISO policy form CA 00 01 or its equivalent with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. such insurance shall cover liability arising out of County's contractor use of autos pursuant to this lease, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

- **Professional Liability.** Such insurance shall cover liability arising from any error, omission, negligent, or wrongful act of County's contractor and/or licensed professional (i.e. architects, engineers, surveyors, etc.) with limits of not less than \$1 million per claim and \$1 million aggregate. The coverage shall also provide an extended two-year reporting period commencing upon completion or cancellation of the construction project.

- **Workers Compensation and Employers' Liability Insurance.** or qualified self-insurance satisfying statutory requirements. Such coverage shall provide Employers' Liability coverage with limits of not less than \$1 million per accident, per disease per employee, per disease policy limit. Such policy shall be endorsed to waive subrogation against the LA-RICS AUTHORITY for injury to County's contractor employees. If County's contractor employees will be engaged in maritime employment, the coverage shall provide the benefits required by the U.S. Longshore and Harbor Workers Compensation Act, Jones Act or any other federal law to which COUNTY is subject. If County's contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) including the LA-RICS AUTHORITY as the Alternate Employer. County's contractor or its insurer shall provide LA-RICS AUTHORITY not less than thirty (30) days advance written notice of cancellation of this coverage provision.

18.1.2 Insurer Financial Ratings. Insurance is to be provided by an insurance company with an A.M. Best rating of not less than A:VII, unless otherwise approved by LA-RICS AUTHORITY.

18.1.3 Failure to Maintain Coverage. Failure by County to maintain the required insurance, or to provide evidence of insurance coverage to LA-RICS AUTHORITY, shall constitute a material breach of this SAA.

18.1.4 Notification of Incidents. County shall report to LA-RICS AUTHORITY and any accident or incident relating to activities performed under this Agreement which involves injury or property damage which might reasonably be thought to result in the filing of a claim or lawsuit against LA-RICS AUTHORITY. Such report shall be made in writing within thirty (30) days of County's actual knowledge of such occurrence.

18.1.5 Compensation for LA-RICS AUTHORITY Costs. In the event that County fails to comply with any of the indemnification or insurance requirements of this Agreement, and such failure to comply results in any costs to LA-RICS AUTHORITY or County shall pay full compensation for all reasonable costs incurred by LA-RICS AUTHORITY.

18.1.6 Failure to Procure Insurance. Failure on the part of County to procure or maintain the required program(s) of insurance shall constitute a material breach of contract upon which LA-RICS AUTHORITY may immediately terminate this Agreement, or at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, and all monies so paid by LA-RICS AUTHORITY shall be repaid by County to LA-RICS AUTHORITY upon demand. Use of the LMR Site shall not commence until County has complied with the aforementioned insurance requirements and shall be suspended during any period that County fails to maintain said insurance policies in full force and effect."

**11. Amendment to Additional Sections of the SAA to Make the Obligations, Terms and Conditions Mutual Between the County and LA-RICS AUTHORITY.** The following sections of the SAA are amended to incorporate mutual identical obligations, terms and conditions, and insurance requirements on the County for its County Facilities at the LMR Site, as was imposed on the LA-RICS AUTHORITY for its LMR Site on the Real Property:

- a. Section 3 (Approvals/Design Review)
- b. Section 5 (Consideration)
- c. Section 7 (Installation)
- d. Section 8 (Alterations)
- e. Section 10 (Construction Standards)
- f. Section 12 (Relocation)
- g. Section 14 (Emergency Access by County)
- h. Section 15 (Radio Frequency Emissions/Interference)
- i. Section 18 (Insurance)
- j. Section 20 (Taxes)
- k. Section 25 (Assignment)
- l. Section 31 (Damage or Destruction)
- m. Section 42 (LA-RICS Authority's Staff and Employment Practices)

**12. No County Default.** LA-RICS AUTHORITY represents and warrants as of the Amendment No. 1 Effective Date that (a) no defenses or offsets exist to the enforcement of the SAA by County, (b) neither LA-RICS AUTHORITY nor County is in default in the performance of the SAA or any provisions contained therein, (c) neither LA-RICS AUTHORITY nor County has committed any breach of the SAA, nor has any default occurred which, with the passage of time or the giving of notice or both, would constitute a default or a breach by LA-RICS AUTHORITY or County under the SAA. In the event of a conflict between the SAA and this Amendment No. 1,

the terms of this Amendment No. 1 shall control. The covenants, agreements, terms and conditions contained in this Amendment No. 1 shall bind and inure to the benefit of the parties hereto and their respective successors and assigns.

13. **Modification**. The SAA, as amended herein, contains the entire agreement of the parties hereto and no representations, inducements, promises or agreements, oral or otherwise, between the parties not embodied herein shall be of any force or effect. The SAA may be further amended only in writing signed by both County and LA-RICS AUTHORITY.

14. **Effectiveness of Lease**. Except as explicitly modified by this Amendment No. 1, all of the terms and provisions of the SAA are and remain in full force and effect.

15. **Governing Law and Venue**. This Amendment No. 1 shall be governed by and construed in accordance with the internal laws of the State of California. Any litigation with respect to this Amendment No. 1 shall be conducted in the County of Los Angeles, State of California.

16. **Counterparts; Electronic Signatures**. This Amendment No. 1 and any other document necessary for the consummation of the transaction contemplated by this Amendment No. 1 may be executed in counterparts, including both counterparts that are executed on paper and counterparts that are in the form of electronic records and are executed electronically. An electronic signature means any electronic sound, symbol or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or e-mail electronic signatures. All executed counterparts shall constitute one agreement, and each counterpart shall be deemed an original. The parties hereby acknowledge and agree that electronic records and electronic signatures, as well as facsimile signatures, may be used in connection with the execution of this Amendment No. 1 and electronic signatures, facsimile signatures or signatures transmitted by electronic mail in so-called pdf format shall be legal and binding and shall have the same full force and effect as if a paper original of this Amendment No. 1 had been delivered had been signed using a handwritten signature. County and LA-RICS AUTHORITY (i) agree that an electronic signature, whether digital or encrypted, of a party to this Amendment No. 1 is intended to authenticate this writing and to have the same force and effect as a manual signature, (ii) intended to be bound by the signatures (whether original, faxed or electronic) on any document sent or delivered by facsimile or, electronic mail, or other electronic means, (iii) are aware that the other party will rely on such signatures, and (iv) hereby waive any defenses to the enforcement of the terms of this Amendment No. 1 based on the foregoing forms of signature. If this Amendment No. 1 has been executed by electronic signature, all parties executing this document are expressly consenting under the United States Federal Electronic Signatures in Global and National Commerce Act of 2000 ("E-SIGN") and California Uniform Electronic Transactions Act ("UETA")(Cal. Civ. Code § 1633.1, et seq.), that a signature by fax, email or other electronic means shall constitute an Electronic Signature to an Electronic Record under both E-SIGN and UETA with respect to this specific transaction.

*[SIGNATURE PAGE IMMEDIATELY FOLLOWS]*

**IN WITNESS WHEREOF**, the LA-RICS AUTHORITY and COUNTY have executed this Amendment No. 1 as of the Effective Date.

**THE LOS ANGELES REGIONAL  
INTEROPERABLE COMMUNICATIONS  
SYSTEM AUTHORITY**, a California joint  
powers authority

**COUNTY OF LOS ANGELES**,  
a body corporate and politic

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Its: \_\_\_\_\_

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**APPROVED AS TO FORM:**

**DAYWN R. HARRISON**  
County Counsel

**APPROVED AS TO FORM:**

**DAYWN R. HARRISON**  
County Counsel

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

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



**EXHIBIT A**

**SITE ACCESS AGREEMENT**

DRAFT

**EXHIBIT B.1**

**COUNTY'S EQUIPMENT LIST**

DRAFT

**EXHIBIT C.1**

**SITE PLAN FOR COUNTY OF LOS ANGELES COLLOCATION AT CASTRO PEAK  
TELECOMMUNICATIONS SITE**

**[INCORPORATED BY REFERENCE]**

DRAFT

**AMENDMENT NO. 1 TO  
SITE ACCESS AGREEMENT  
ROLLING HILLS COMMUNICATION SITE**

**THIS AMENDMENT NO. 1 TO SITE ACCESS AGREEMENT ROLLING HILLS COMMUNICATION SITE** (together with all exhibits, attachments, and schedules here to, if any "Amendment No. 1") entered into on this \_\_\_\_ day of \_\_\_\_\_ 2023 ("Effective Date").

**BY AND BETWEEN**

**COUNTY OF LOS ANGELES**, a body corporate and politic, hereinafter referred to as "County"

**AND**

**THE LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY**, a Joint Power Authority, hereinafter referred to as "LA-RICS AUTHORITY."

**RECITALS:**

**WHEREAS**, County and LA-RICS AUTHORITY have entered into a certain Site Access Agreement Rolling Hills Communication Site ("SAA") dated December 6, 2018 to permit LA-RICS AUTHORITY to construct and operate a Land Mobile Radio ("LMR") tower and telecommunications site;

**WHEREAS**, in observance of the general consistency review by the City of Rancho Palos Verdes' planning commission and outreach with the local community, the new LMR communications tower ("LMR Tower") will replace the County's preexisting communications tower one-for-one, requiring the County's tower to be removed, and therefore parties have agreed to collocate on the new LMR Tower;

**WHEREAS**, pursuant to Section 7.03 of the SAA, the County reserved the right to appropriate tower space on the new LMR Tower and the right to install its own equipment, and infrastructure for County's use, which is defined in the SAA collectively as "County Facilities," so long as such use does not interfere with LA-RICS AUTHORITY'S operations; and

**WHEREAS**, the parties wish to amend the SAA to facilitate the migration and co-location of County equipment on the LA-RICS AUTHORITY LMR Tower.

**NOW, THEREFORE**, in consideration of the foregoing recitals, which are hereby deemed a contractual part hereof, and the mutual promises, covenants, and conditions set forth herein, the parties hereto agree as follows:

**AGREEMENTS**

**1. Capitalized Terms; Paragraph References.** Capitalized terms used herein without definition (including in the recitals hereto), have the meanings given to such terms in the SAA,

unless otherwise defined in this Amendment No. 1. Unless otherwise noted, section references in this Amendment No. 1 refer to sections in the SAA, as amended by this Amendment No. 1.

**2. Amendment to Section 1, LMR Site.** The following new Paragraph 1.06 shall be added to the end of Section 1 of the SAA and Exhibit C.1 attached hereto and incorporated herein by this reference shall be added to the SAA:

"1.06 The County's reservation of right to use a portion of the tower space for collocation of the County Facilities on a portion of the LMR Tower shall be subject to the terms and conditions set forth herein. The tower space to be used by the County will be reviewed and approved by the LA-RICS AUTHORITY in accordance with Section 6, Conditions Precedent To Installation Or Alterations Of Equipment, prior to County's collocation on the telecommunications tower, and the approved plans will be incorporated by reference as **Exhibit C.1**, Site Plan for County of Los Angeles Collocation at Rolling Hills Telecommunications Tower, attached hereto and incorporated herein by this reference. All other terms and conditions contained in Section 1, LMR Site, applicable to the LA-RICS AUTHORITY for its LMR Site will be applicable to the County for its County Facilities."

**3. Amendment to Section 2, Purpose and Use.** The following new Paragraph 2.04 shall be added to the end of Section 2 of the SAA:

"2.04 Notwithstanding any language to the contrary contained within paragraph 2.01 (above) or this Agreement, the subsidiary purpose of this Agreement is to allow the County to install, collocate, operate and maintain its County Facilities on LA-RICS AUTHORITY's telecommunications tower at the LMR Site located on the Real Property (collectively, "County Permitted Activities"). All other terms and conditions contained in Section 2, Purpose and Use, applicable to the LA-RICS AUTHORITY for its LMR Site, shall be applicable to the County for its County Facilities."

**4. Amendment to Section 4, Term.** The following new paragraph shall be added to the end of Section 4 of the SAA:

"The County's rights hereunder with respect to the County Facilities are commensurate with the term of the SAA. The County's use of the LMR Tower shall automatically extend in the event the SAA is extended or renewed. County's collocation of the County Facilities shall automatically terminate in the event that the SAA is terminated."

**5. Amendment to Section 6, Conditions Precedent to Installation or Alterations of Equipment.** The following new paragraph shall be added to the end of Section 6 of the SAA and Exhibit B.1 attached hereto and incorporated herein by this reference shall be added to the SAA:

"LA-RICS AUTHORITY shall have the opportunity to review and provide input, if any, as to all project plans and specifications for equipment proposed by the County or County's third-party sublicensees, or future alterations to County's or County's third-party sublicense's equipment (not including "like-kind" replacements) to be installed on the LMR Tower. In addition, LA-RICS AUTHORITY shall have the right to inspect said equipment at any time during and after installation upon not less than twenty-four (24) hours prior written notice to

the County, except in cases of emergency pursuant to Section 14 hereof (Emergency Access), and, at County's option, County may choose to have a representative to accompany LA-RICS AUTHORITY during any such inspection. The County shall not commence installation of County's equipment until LA-RICS AUTHORITY has reviewed and approved the plans and specifications in accordance with all of the terms and conditions of this Agreement. LA-RICS AUTHORITY's review and approval of the plans shall not release the County from the responsibility for, or the correction of, any errors, omissions or other mistakes that may be contained in the plans and specifications. The County shall be responsible for notifying LA-RICS AUTHORITY and all other relevant parties immediately upon discovery of such omissions and/or errors. The County shall not cause or permit any change of any equipment installed by the County, including power outputs or changes in the use of frequencies described in Exhibit B.1, County's Equipment List, attached hereto and incorporated herein by this reference, but not including "like-kind" replacements." The Parties shall update Exhibit B to reflect the most recent alteration of LA-RICS AUTHORITY equipment or frequencies approved by County. The Parties shall update EXHIBIT B.1 to reflect the most recent alteration of County equipment or frequencies approved by LA-RICS AUTHORITY.

**6. Revisions to Section 9, Maintenance.** Section 9, Maintenance, of the SAA shall be deleted in its entirety and replace with the following new paragraphs which shall be added as new Section 9 of the SAA:

"9. **MAINTENANCE**

9.01 LA-RICS shall be responsible for maintenance of the portion of the Real Property, occupied by the LMR Site, and such maintenance responsibility shall include general upkeep, landscaping, lawn-mowing, and related maintenance activities. The LMR Site shall be kept neat and clean by LA-RICS AUTHORITY and ready for normal use by County and other users. Should LA-RICS AUTHORITY fail to accomplish this, following 30-days written notice from County, County may perform the work and LA-RICS AUTHORITY shall pay the cost thereof upon written demand by County.

9.02 LA-RICS AUTHORITY shall be responsible for the timely repair of all damage to the LMR Site or the Real Property caused by the negligence or willful misconduct of LA-RICS AUTHORITY, its employees, agents or business vendors, including without limitation the LMR Vendor. Should LA-RICS AUTHORITY fail to promptly make such repairs after thirty (30) days written notice from County, County may have repairs made and LA-RICS AUTHORITY shall pay the cost thereof upon written demand by County. This section shall also apply to the COUNTY and its sublicensees for its use of the LMR Tower at the LMR Site."

7. **Amendment to Section 11, Other Operational Responsibilities.** The following new paragraph shall be added to the end of Section 11 of the SAA:

"11.02 Operation by County.

(a) County shall install, operate and modify its own equipment for the County Facilities on the LMR Tower at its own expense and risk as approved by LA-RICS AUTHORITY in accordance with the terms hereof.

(b) County, and its authorized agents shall comply with and abide by all applicable rules, regulations and directions of LA-RICS AUTHORITY.

(c) County, and its authorized agents shall conduct the County Permitted Activities in a courteous and non-profane manner, operate without interfering with the use of the LMR Tower by LA-RICS AUTHORITY or the public, except as herein permitted, and remove any agent, invitee or employee who fails to conduct County Permitted Activities in the manner heretofore described.

(d) County, and its authorized agents shall assume the risk of loss, damage or destruction to the COUNTY Equipment and any and all fixtures and personal property belonging to COUNTY that are installed on or placed within the LMR Tower, unless such loss, damage or destruction was caused by the negligent or willful act or omission of the LA-RICS AUTHORITY, its agents, employees or contractors."

8. **Amendment to Section 13, Access To LMR Site.** The following new paragraph shall be added to the end of Section 13 of the SAA:

"13.04 Notwithstanding any language to the contrary contained within this Agreement, in the event the owner of the access route, or other responsible entity, fails to maintain any portion of the Access Road, and the LA-RICS AUTHORITY and County mutually agree that emergency repairs are necessary to ensure access, they may separately agree to share the pro rata costs for such emergency repairs."

9. **Amendment to Section 16, Utilities.** Section 16 of the SAA shall be deleted in its entirety and replace with the following new paragraphs which shall be added as new Section 16 of the SAA:

"16. **UTILITIES**

16.01 LA-RICS AUTHORITY shall, at its sole cost and expense, cause the installation of any utility service line required by or for the conduct of the Permitted Activities, and shall be responsible for the payment of all utilities necessary for the operation of the LA-RICS Facility on the LMR Site.

16.02 County shall, at its sole cost and expense, be responsible for any utility costs necessary for the operation of the County's equipment and County Facilities.

16.03 If the installation of separate utilities or submeters are not feasible, as determined by the LA-RICS AUTHORITY and County, the LA-RICS AUTHORITY and County agree that each shall be responsible for their pro rata share of utility costs, which costs will be invoiced by the party holding the utility meter account and paid by the other party within thirty (30) days of its receipt of such invoice."

16.04 Due to the limited space available at the LMR sites, it is in the best interest of the Parties to minimize the number of generators at each site; therefore, the parties agree to collaborate in good faith on agreements to share use of emergency generators when feasible.

**10. Amendment to Section 18, Insurance.** The following new paragraphs shall be added to the end of Section 18, Insurance, of the SAA:

**"18.1 COUNTY'S INSURANCE REQUIREMENTS**

18.1.1 Without limiting County's obligations to LA-RICS AUTHORITY, County shall provide and maintain, at its own expense during the term of this Agreement, the following program(s) of insurance covering its operations hereunder. County may elect to maintain a program of self-insurance to satisfy its insurance requirements. Such insurance shall be provided by insurer(s) with an A.M. Best rating of at least A-VII, and ACORD form certificate(s) of insurance shall be provided as evidence the LA-RICS AUTHORITY, shall be delivered to the Executive Director of the LA-RICS AUTHORITY, on or before the Effective Date of this Agreement. Such evidence shall specifically identify this Agreement. County shall provide LA-RICS AUTHORITY with at least thirty (30) days written notice in advance of cancellation or non-renewal of any required coverage that is not replaced. County may self-insure any of the insurance required under this Agreement. County will endeavor to require its contractors and subcontractors to provide commercial insurance as required in the Section 18.1, and any additional insurance required by County of its contractor/subcontractor, shall include the LA-RICS AUTHORITY as an additional insured as respects this Agreement.

(a) **Commercial General Liability.** A program of insurance which shall be primary to and not contributing with any other insurance maintained by LA-RICS AUTHORITY, written on ISO policy form CG 00 01 or its equivalent, and include the LA-RICS as an additional insured by endorsement as respects this Agreement, and shall include, but not be limited to:

1. Commercial general liability insurance endorsed for ongoing-operations, products/completed operations, contractual liability, broad from property damage, and personal injury with a limit of

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$2 million
Personal and Advertising Injury:	\$1 million
Per occurrence	\$1 million

(b) **Workers Compensation.** A program of workers' compensation insurance in an amount and form to meet all applicable requirements of the labor code of the



State of California, and which specifically covers all persons providing services on behalf of COUNTY and employer's liability insurance with limits of

Each Accident:	\$1 million
Disease - policy limit:	\$1 million
Disease - each employee:	\$1 million

(c) **Commercial Property Insurance.** County may self-insure this risk. Such coverage shall:

- Provide coverage for County's property, and any improvements and betterments. This coverage shall be at least as broad as that provided by the Causes-of-Loss Special Form (ISO form CP 10 30 or equivalent), Ordinance or Law Coverage, flood, and shall include rental expense coverage for a period of up to twelve (12) months.
- Be written for the full replacement cost of the property. Insurance proceeds shall be payable to the LA-RICS AUTHORITY and County as their interests may appear and be utilized for repair and restoration of the Premises. Failure to use such insurance proceeds to timely repair and restore the Premises shall constitute a material breach of the SAA.

(d) **Construction Insurance.** If major construction work is performed by County during the term of this Agreement (i.e. demolition of structures, construction of new structures, renovation or retrofit involving structures frame, foundation or supports, or more than 50% of building, etc.) then County or County's contractor shall provide the following insurance:

- **Installation Floater Insurance.** If County is self-insured. Such coverage shall insure against damage from perils covered by the Causes-of-Loss Special Form (ISO form CP 10 30 or its equivalent). This insurance shall be endorsed to include earthquake, flood, ordinance or law coverage, coverage for temporary offsite storage, debris removal, cleanup and removal, testing, preservation of property, excavation costs, landscaping, shrubs and plants, and full collapse coverage during construction, without restricting collapse coverage to specified perils. Such insurance shall be extended to include boiler & machinery coverage for air conditioning, heating and other equipment during testing. This insurance shall be written on a completed-value basis and cover the entire value of the construction project, including LA-RICS AUTHORITY furnished materials and equipment, against loss or damage until completion and acceptance by County and the LA-RICS AUTHORITY if required.
- **General Liability Insurance.** Such coverage shall be written on ISO policy form CG 00 01 or its equivalent, including LA-RICS AUTHORITY as an additional insured, with limits of not less than:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$2 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

The Products/Completed Operations coverage shall continue to be maintained in the amount indicated above for at least two (2) years from the date the Project is completed and accepted by County and the LA-RICS AUTHORITY if required.

- **Automobile Liability.** Such coverage shall be written on ISO policy form CA 00 01 or its equivalent with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. such insurance shall cover liability arising out of County's contractor use of autos pursuant to this lease, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

- **Professional Liability.** Such insurance shall cover liability arising from any error, omission, negligent, or wrongful act of County's contractor and/or licensed professional (i.e. architects, engineers, surveyors, etc.) with limits of not less than \$1 million per claim and \$1 million aggregate. The coverage shall also provide an extended two-year reporting period commencing upon completion or cancellation of the construction project.

- **Workers Compensation and Employers' Liability Insurance.** or qualified self-insurance satisfying statutory requirements. Such coverage shall provide Employers' Liability coverage with limits of not less than \$1 million per accident, per disease per employee, per disease policy limit. Such policy shall be endorsed to waive subrogation against the LA-RICS AUTHORITY for injury to County's contractor employees. If County's contractor employees will be engaged in maritime employment, the coverage shall provide the benefits required by the U.S. Longshore and Harbor Workers Compensation Act, Jones Act or any other federal law to which COUNTY is subject. If County's contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) including the LA-RICS AUTHORITY as the Alternate Employer. County's contractor or its insurer shall provide LA-RICS AUTHORITY not less than thirty (30) days advance written notice of cancellation of this coverage provision.

18.1.2 Insurer Financial Ratings. Insurance is to be provided by an insurance company with an A.M. Best rating of not less than A:VII, unless otherwise approved by LA-RICS AUTHORITY.

18.1.3 Failure to Maintain Coverage. Failure by County to maintain the required insurance, or to provide evidence of insurance coverage to LA-RICS AUTHORITY, shall constitute a material breach of this SAA.

18.1.4 Notification of Incidents. County shall report to LA-RICS AUTHORITY and any accident or incident relating to activities performed under this Agreement which involves injury or property damage which might reasonably be thought to result in the filing of a claim or lawsuit against LA-RICS AUTHORITY. Such report shall be made in writing within thirty (30) days of County's actual knowledge of such occurrence.

18.1.5 Compensation for LA-RICS AUTHORITY Costs. In the event that County fails to comply with any of the indemnification or insurance requirements of this Agreement, and such failure to comply results in any costs to LA-RICS AUTHORITY or County shall pay full compensation for all reasonable costs incurred by LA-RICS AUTHORITY.

18.1.6 Failure to Procure Insurance. Failure on the part of County to procure or maintain the required program(s) of insurance shall constitute a material breach of contract upon which LA-RICS AUTHORITY may immediately terminate this Agreement, or at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, and all monies so paid by LA-RICS AUTHORITY shall be repaid by County to LA-RICS AUTHORITY upon demand. Use of the LMR Site shall not commence until County has complied with the aforementioned insurance requirements and shall be suspended during any period that County fails to maintain said insurance policies in full force and effect."

11. **Amendment to Section 22, LA-RICS Facility Removal.** The following new Paragraph 22.03 shall be added to the end of Section 22 of the SAA:

"22.03 If LA-RICS AUTHORITY has to remove its LA-RICS Facility from the LMR Site, COUNTY and its third-party sublicensees must vacate the LA-RICS Facility prior to the removal of the tower. The parties agree to work together cooperatively to schedule such work in the event the LA-RICS Facility has to be removed. If LA-RICS AUTHORITY is required to, or elects to remove, the LA-RICS Facility from the LMR Site, County shall have the right of first refusal to acquire the LA-RICS Facility and retain it on site, subject to approval of the County to retain the LA-RICS Facility on site, the approval of all grantor(s) for the transfer of grant-funded improvements, and the County's assumption of any grant conditions."

12. **Amendment to Additional Sections of the SAA to Make the Obligations, Terms and Conditions Mutual Between the County and LA-RICS AUTHORITY.** The following sections of the SAA are amended to incorporate mutual identical obligations, terms and conditions, and insurance requirements on the County for its County Facilities at the LMR Site, as was imposed on the LA-RICS AUTHORITY for its LMR Site on the Real Property:

- a. Section 3 (Approvals/Design Review)
- b. Section 5 (Consideration)
- c. Section 7 (Installation)
- d. Section 8 (Alterations)
- e. Section 10 (Construction Standards)
- f. Section 12 (Relocation)
- g. Section 14 (Emergency Access by County)
- h. Section 15 (Radio Frequency Emissions/Interference)
- i. Section 18 (Insurance)
- j. Section 20 (Taxes)
- k. Section 25 (Assignment)
- l. Section 31 (Damage or Destruction)
- m. Section 42 (LA-RICS Authority's Staff and Employment Practices)

13. **No County Default.** LA-RICS AUTHORITY represents and warrants as of the Amendment No. 1 Effective Date that (a) no defenses or offsets exist to the enforcement of the

SAA by County, (b) neither LA-RICS AUTHORITY nor County is in default in the performance of the SAA or any provisions contained therein, (c) neither LA-RICS AUTHORITY nor County has committed any breach of the SAA, nor has any default occurred which, with the passage of time or the giving of notice or both, would constitute a default or a breach by LA-RICS AUTHORITY or County under the SAA. In the event of a conflict between the SAA and this Amendment No. 1, the terms of this Amendment No. 1 shall control. The covenants, agreements, terms and conditions contained in this Amendment No. 1 shall bind and inure to the benefit of the parties hereto and their respective successors and assigns.

14. **Modification.** The SAA, as amended herein, contains the entire agreement of the parties hereto and no representations, inducements, promises or agreements, oral or otherwise, between the parties not embodied herein shall be of any force or effect. The SAA may be further amended only in writing signed by both County and LA-RICS AUTHORITY.

15. **Effectiveness of Lease.** Except as explicitly modified by this Amendment No. 1, all of the terms and provisions of the SAA are and remain in full force and effect.

16. **Governing Law and Venue.** This Amendment No. 1 shall be governed by and construed in accordance with the internal laws of the State of California. Any litigation with respect to this Amendment No. 1 shall be conducted in the County of Los Angeles, State of California.

17. **Counterparts; Electronic Signatures.** This Amendment No. 1 and any other document necessary for the consummation of the transaction contemplated by this Amendment No. 1 may be executed in counterparts, including both counterparts that are executed on paper and counterparts that are in the form of electronic records and are executed electronically. An electronic signature means any electronic sound, symbol or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or e-mail electronic signatures. All executed counterparts shall constitute one agreement, and each counterpart shall be deemed an original. The parties hereby acknowledge and agree that electronic records and electronic signatures, as well as facsimile signatures, may be used in connection with the execution of this Amendment No. 1 and electronic signatures, facsimile signatures or signatures transmitted by electronic mail in so-called pdf format shall be legal and binding and shall have the same full force and effect as if a paper original of this Amendment No. 1 had been delivered had been signed using a handwritten signature. County and LA-RICS AUTHORITY (i) agree that an electronic signature, whether digital or encrypted, of a party to this Amendment No. 1 is intended to authenticate this writing and to have the same force and effect as a manual signature, (ii) intended to be bound by the signatures (whether original, faxed or electronic) on any document sent or delivered by facsimile or, electronic mail, or other electronic means, (iii) are aware that the other party will rely on such signatures, and (iv) hereby waive any defenses to the enforcement of the terms of this Amendment No. 1 based on the foregoing forms of signature. If this Amendment No. 1 has been executed by electronic signature, all parties executing this document are expressly consenting under the United States Federal Electronic Signatures in Global and National Commerce Act of 2000 ("E-SIGN") and California Uniform Electronic Transactions Act ("UETA")(Cal. Civ. Code § 1633.1, et seq.), that a signature by fax, email or other electronic means shall constitute an Electronic Signature to an Electronic Record under both E-SIGN and UETA with respect to this specific transaction.

*[SIGNATURE PAGE IMMEDIATELY FOLLOWS]*

**IN WITNESS WHEREOF**, the LA-RICS AUTHORITY and COUNTY have executed this Amendment No. 1 as of the Effective Date.

**THE LOS ANGELES REGIONAL  
INTEROPERABLE COMMUNICATIONS  
SYSTEM AUTHORITY**, a California joint  
powers authority

**COUNTY OF LOS ANGELES**,  
a body corporate and politic

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Its: \_\_\_\_\_

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**APPROVED AS TO FORM:**

**DAYWN R. HARRISON**  
County Counsel

**APPROVED AS TO FORM:**

**DAYWN R. HARRISON**  
County Counsel

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

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

**EXHIBIT A**

**SITE ACCESS AGREEMENT**

DRAFT

**EXHIBIT B.1**

**COUNTY'S EQUIPMENT LIST**

DRAFT

**EXHIBIT C.1**

**SITE PLAN FOR COUNTY OF LOS ANGELES COLLOCATION AT ROLLING HILLS  
COMMUNICATION SITE**

**[INCORPORATED BY REFERENCE]**

DRAFT