

COUNTY OF LOS ANGELES

CHIEF EXECUTIVE OFFICER Fesia A. Davenport

PUBLIC SAFETY CLUSTER AGENDA REVIEW MEETING

DATE: Wednesday, October 4, 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:

SUPPLEMENTAL LAW ENFORCEMENT SERVICES AGREEMENT WITH MAGIC MOUNTAIN, LLC

Speaker(s): Ruben Loera and Jason Ely (Sheriff's)

B. Board Letter:

AUTHORIZE THE LOS ANGELES COUNTY DISTRICT ATTORNEY'S OFFICE TO ENTER INTO GRANT AWARD AGREEMENTS AND ACCEPT GRANT FUNDS FROM THE STATE OF CALIFORNIA DEPARTMENT OF INSURANCE FOR THE AUTOMOBILE INSURANCE FRAUD, DISABILITY AND HEALTHCARE INSURANCE FRAUD, AND WORKERS' COMPENSATION INSURANCE FRAUD PROGRAMS AND APPROVE THE APPROPRIATION ADJUSTMENTS FOR FISCAL YEARS 2023-24 Speaker(s): Steven Frankland and Peter Cagney (District Attorney)

4. PRESENTATION/DISCUSSION ITEM(S):

A. Board Letter:

MEMORANDUM OF UNDERSTANDING WITH THE SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES FIREARM RELINQUISHMENT SERVICES Speaker(s): Jennipher Baez and Deborah Romero (Sheriff's)

B. Board Letter:

AUTHORIZATION TO ACCEPT GRANT FUNDING FROM THE GREATER LA EDUCATION FOUNDATION

Speaker(s): Robert Smythe and Howard Wong (Probation)

C. Board Letter:

MEMORANDUM OF AGREEMENT WITH THE LOS ANGELES EMERGENCY PREPAREDNESS FOUNDATION, INC.

Speaker(s): Drew Smith, Marcia Velasquez and Julia Kim (Fire)

D. Board Briefing:

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

5. PUBLIC COMMENTS

6. ADJOURNMENT

CLOSED SESSION ITEM(S):

CS-1 CONFERENCE WITH LEGAL COUNSEL-EXISTING LITIGATION

(Subdivision (a) of Government Code Section 54956.9)

De Los Santos, Miguel vs. County of Los Angeles, et al.

United States District Court Case No. 2:22-CV04302

Department: Sheriff's

CS-2 CONFERENCE WITH LEGAL COUNSEL-EXISTING LITIGATION

(Subdivision (a) of Government Code Section 54956.9)

Mario Morones vs. County of Los Angeles, et al.

United States District Court Case No. 2:21-CV-07690

Department: Sheriff's

Wednesday, October 4, 2023

CS-3 CONFERENCE WITH LEGAL COUNSEL-EXISTING LITIGATION

(Subdivision (a) of Government Code Section 54956.9)

Non-Litigated Matter of Jennifer Flagler, et al.

Department: Fire

7. UPCOMING ITEM(S):

A. NONE

IF YOU WOULD LIKE TO EMAIL A COMMENT ON AN ITEM ON THE PUBLIC SAFETY CLUSTER AGENDA, PLEASE USE THE FOLLOWING EMAIL AND INCLUDE THE AGENDA NUMBER YOU ARE COMMENTING ON:

PUBLIC_SAFETY_COMMENTS@CEO.LACOUNTY.GOV

October 17, 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:

SUPPLEMENTAL LAW ENFORCEMENT SERVICES AGREEMENT WITH MAGIC MOUNTAIN, LLC (ALL DISTRICTS) (3 VOTES)

SUBJECT

The Los Angeles County (County) Sheriff's Department (Department) seeks approval of Supplemental Law Enforcement services (Services) agreement (Agreement) with Magic Mountain, LLC (Magic Mountain) for the provision of supplemental law enforcement services (Services) on an ongoing basis at Six Flags Magic Mountain (Six Flags) theme park.

IT IS RECOMMENDED THAT THE BOARD:

- 1. Approve and instruct the Chair of the Board to execute the attached Agreement with Magic Mountain for the provision of Services by the Department for the period of December 1, 2023, through November 30, 2028.
- 2. Delegate authority to the Sheriff or his designee to execute amendments to the Agreement, including those that modify Service levels and/or annual billing rates.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended action is to gain the Board's approval for the Department to provide Services at Six Flags, located at 26101 Magic Mountain

Parkway, Valencia, California, 91355. Six Flags has been identified as a "critical facility" and, per California Government Code section 53069.8(a)(3), the County may contract to provide Services at a critical facility on an ongoing basis.

Magic Mountain contracts for one sergeant, and three deputy sheriff service units, which provide a full-time on-site law enforcement presence at Six Flags in order to deter crime, enhance safety, and reduce the risk of terrorist activities. Theme parks throughout Southern California have become soft targets for terrorist activity and an increase concern to the law-enforcement community in the post "9/11" times.

The Department has provided Services to Magic Mountain since 2003, following Magic Mountain's request for a proposal.

<u>Implementation of Strategic Plan Goals</u>

The Magic Mountain Law Enforcement Services Agreement is consistent with the County's Strategic Plan Goal III.3 – Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability; by maintaining law enforcement presence for the safety of the public at the facility which attracts large crowds.

FISCAL IMPACT/FINANCING

There will be no net County cost. Magic Mountain shall pay the Department for Services according to the appropriate and prevailing billing rates as determined by the Auditor-Controller. Billing rates will be readjusted annually at the beginning of every Fiscal Year (FY) as determined by the Auditor-Controller.

Based on current projections, Magic Mountain will offset the cost of Services in the amount of \$1,008,398 for FY 2023-24 for one sergeant and three deputy sheriff service units, plus any overtime related costs incurred by the Department.

A budget adjustment requesting a decrease will be part of the 2024-25 recommended budget phase.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The term of the Agreement begins on December 1, 2023, and terminates on November 30, 2028. Either party may terminate the Agreement by giving not less than 120 days advance written notice to the other party. Magic Mountain may terminate the Agreement 30-calender days after a notice of billing increase.

The County Counsel has approved the attached Agreement as to form.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

This Agreement has a positive impact on current Services, benefitting the surrounding unincorporated area, as well as Magic Mountain. The patrol personnel assigned to Magic Mountain results in a faster response to issues at Six Flags, and in addition significantly reducing the strain on resources in the surrounding unincorporated communities and to the Santa Clarita Valley Sheriff's Station.

CONCLUSION

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

Sincerely,

ROBERT G. LUNA SHERIFF

RGL:RL:rl (Contract Law Enforcement Bureau)

Attachments

c: Board of Supervisors, Justice Deputies

Celia Zavala, Executive Officer, Board of Supervisors

Fesia Davenport, Chief Executive Officer

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

Myron R. Johnson, Acting Assistant Sheriff, Patrol Operations

Jill Torres, Assistant Sheriff, CFAO

Jason A. Skeen, Chief of Staff, Office of the Sheriff

Dennis M. Kneer, Chief, North Patrol Division

Conrad Meredith, Division Director, Administrative Services Division (ASD)

Glen Joe, Assistant Division Director, ASD

Richard F. Martinez, Assistant Division Director, ASD

Edward C. Ramirez, Commander, NPD

Mark E. Reyes, Acting Commander, NPD

David E. Culver, Director, Financial Programs Bureau

Andrew B. Cruz, Acting Captain, Contract Law Enforcement Bureau (CLEB)

Justin R. Diez, Captain, Santa Clarita Valley Sheriff's Station

Rene A. Garcia, Lieutenant, ASD

Ruben Loera, Sergeant, Contract Law Enforcement Bureau

Erica M. Nunes, Sergeant, ASD

Kristine D. Corrales, Deputy, ASD

(Contract Law – Magic Mountain Law Enforcement Services 10-17-23)

Supplemental Law Enforcement Services Agreement with FACT SHEET Los Angeles County Sheriff's Department

TARGETED BOARD AGENDA

October 17, 2023

SUBJECT

 The Los Angeles County Sheriff's Department (Department) seeks approval for Supplemental Law Enforcement Services Agreement by and between the County of Los Angeles (County) and Magic Mountain LLC (Magic Mountain).

DESCRIPTION OF PROGRAM / ITEM

 Magic Mountain has been identified as a critical facility and, per California Government Code 53069.8(a)(3), the County may contract to provide supplemental law enforcement services at a critical facility on an ongoing basis.

Magic Mountain currently contracts for one sergeant and three deputy sheriff service units, which provide a full-time on-site law enforcement presence at the Magic Mountain theme park to deter crime, enhance safety, and reduce the risk of terrorist activity. They worked in direct partnership with park staff and security to improve or enhance public safety protocols throughout the year. Due to the large crowds, theme parks throughout Southern California have become soft targets for terrorism and became an increase concern to the law enforcement community in the post "9/11" times.

The Department has provided supplemental law enforcement services to Magic Mountain since 2003, following Magic Mountain's request for a proposal.

The park hosts special events throughout the year such as Grad Night and Fright Fest. The park is well known for family and community activities. Many schools throughout the County attend events such as cheerleading, karate, and dance competitions at the park. The events are a big success for our local youth and provide an opportunity for students to showcase their talents in a secure and safe environment.

AMOUNT / COST

• The projected revenue for Fiscal Year 2023-2024 is currently \$1,008,398 and will offset the cost of providing supplement law enforcement services.

FUNDING SOURCE

 Magic Mountain shall pay the Department for providing the services based upon the prevailing annual personnel rates determined by the County Auditor-Controller, pursuant to the policies adopted by the Board.

FUNDING UTILIZED

 The recommended budget process and sufficient appropriations are currently included in the Department budget to support staffing costs attributed to this agreement. Magic Mountain will offset the cost of services, plus any overtimerelated costs incurred by the Department. There will be no net County cost with this Agreement.

PURPOSE

 The purpose of the recommended action is to approve the Supplemental Law Enforcement Services Agreement for the period from December 1, 2023, through November 30, 2028 and delegate authority to the Sheriff or his designee to execute amendments to the Agreement, including those that modify service levels and/or annual billing rates.

ISSUES / CONCERNS

• None.

DISTRICTS IMPACTED

 This Agreement has a positive impact on current Services, benefitting the surrounding unincorporated area, as well as Magic Mountain. The patrol personnel assigned to Magic Mountain result in faster response to issues at Six Flags, and in addition significantly reducing the drain on resources in the surrounding unincorporated communities and to the Santa Clarita Sheriff's Station.

CONTRACT PROCESS (If applicable)

• Not applicable.

CONTACT PERSON:

Sgt. Ruben Loera – Contract Law Enforcement Bureau

SUPPLEMENTAL LAW ENFORCEMENT SERVICES AGREEMENT BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

MAGIC MOUNTAIN LLC

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EXHIBIT A - SHERIFF'S DEPARTMENT ANNUAL RATE SHEET EXHIBIT B - SHERIFF'S DEPARTMENT SERVICE LEVEL AUTHORIZATION (SH-AD 575)

SUPPLEMENTAL LAW ENFORCEMENT SERVICES AGREEMENT BY AND BETWEEN COUNTY OF LOS ANGELES AND MAGIC MOUNTAIN LLC

This	Supplemental	Law	Enforcement	Services	Agreement	("Agreement") is	entered	into	this
	day of		, 2023, by	and betw	ween the Cou	inty of Los Ar	igele	es ("Cou	nty")	and
Magi	ic Mountain LI	LC ("I	Magic Mounta	in").						

RECITALS

- (a) Whereas, Magic Mountain is desirous of contracting with the County for the performance of the supplemental law enforcement services described herein by the Los Angeles County Sheriff's Department ("Sheriff's Department"); and
- (b) Whereas, the County is agreeable to rendering such supplemental law enforcement services, as available, on the terms and conditions set forth in this Agreement; and
- (c) Whereas, this Agreement is authorized pursuant to California Government Code section 53069.8(a)(3); and
- (d) Whereas, California Government Code section 53069.8(a)(3) authorizes the Los Angeles County Board of Supervisors to contract on behalf of the Sheriff to provide supplemental law enforcement services to private entities at critical facilities on an occasional or ongoing basis; and
- (e) Whereas, California Government Code section 53069.8(a)(3) defines a "critical facility" as any building, structure, or complex that in the event of a disaster, whether natural or manmade, poses a threat to public safety; and
- (f) Whereas, Magic Mountain operates Six Flags Magic Mountain, a critical facility within the County which attracts a high level of public interest and large numbers of individuals with attendant traffic and law enforcement needs that warrant supplemental law enforcement services to preserve safety, security, and order.

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

1.0 SCOPE OF SERVICES

- 1.1 This Agreement is for the provision of supplemental law enforcement services by the Sheriff's Department on an on-going basis at a "critical facility."
- 1.2 The County agrees, as available, through the Sheriff's Department, to provide supplemental law enforcement services occurring within the boundaries of Six Flags Magic Mountain, located at 26101 Magic Mountain Parkway, Valencia, California, during the term of this Agreement.
- 1.3 The service levels required under this Agreement shall be developed by the Sheriff's Department and Magic Mountain. The agreed upon service levels to be provided by the Sheriff's Department under this Agreement are set forth in Exhibit B, Sheriff's Department Service Level Authorization (SH-AD 575), attached hereto and made a part hereof. Any changes to the services levels shall be mutually agreed upon by both parties and shall be reflected in a revised Exhibit B, Sheriff's Department Service Level Authorization (SH-AD 575), of this Agreement, which shall be attached to this Agreement as an Amendment consistent with Section 8.0, Amendments, of this Agreement.
- 1.4 The supplemental law enforcement services provided under this Agreement shall be rendered by regularly appointed full-time peace officers as defined in California Penal Code section 830.1. Such services shall encompass only law enforcement duties and not services authorized to be provided by private patrol operators, as defined in Section California Business and Professions Code section 7582.1, nor the enforcement of any rules, regulations, and/or policies of Magic Mountain.
- 1.5 The supplemental law enforcement services provided under this Agreement shall not reduce the normal and regular ongoing service that the County would otherwise provide if the County did not enter into this Agreement.
- 1.6 Notwithstanding any other provision of this Agreement, the Sheriff's Department may forthwith cancel the provision of supplemental law enforcement services under this Agreement if the Sheriff's Department concludes that it has insufficient

- available personnel to provide the services required by this Agreement and to perform the Sheriff's Department's other duties as required by law.
- 1.7 In the event of such a circumstance, the Sheriff's Department will provide at least thirty (30) calendar days notice of its inability unless circumstances preclude the Sheriff's Department, as a practical matter, from giving at least thirty (30) calendar days advance notice, in which event the Sheriff's Department shall provide such notice of less than thirty (30) calendar days as is feasible and practical under the circumstances.
- 1.8 The supplemental law enforcement services provided under this Agreement shall only encompass duties and functions customarily rendered by the Sheriff's Department under the Charter of the County, the statutes and laws of the State of California, and the policies and procedures of the Sheriff's Department.

2.0 ADMINISTRATION OF PERSONNEL

- 2.1 The rendition of the services, the rank of personnel provided, the selection and discipline of the Sheriff's personnel provided, the manner of performance of the policing function, the supervision, equipment, communications, supplies, and other matters incident to the performance of such services, and the control of such personnel shall remain with the Sheriff's Department.
- 2.2 All persons employed in the performance of the supplemental law enforcement services provided under this Agreement shall be County employees.
- 2.3 All Magic Mountain employees who work in conjunction with the Sheriff's Department pursuant to this Agreement shall remain employees of Magic Mountain and shall not have any claim or right to employment, civil service protection, salary, or benefits or claims of any kind from the County based on this Agreement. No Magic Mountain employees shall become employees of the County.
- 2.4 Magic Mountain shall not be called upon to assume any liability for the direct payment of any Sheriff's Department salaries, wages, or other compensation to any County personnel performing services hereunder for said Magic Mountain. Except as herein otherwise specified, Magic Mountain shall not be liable for

- compensation or indemnity to any County employee or agent of the County for injury or sickness arising out of his/her performance of services hereunder.
- 2.5 Both parties hereto in the performance of this Agreement shall act as independent contractors and not as agents, employees, partners, joint venturers, or associates of one another.

3.0 INDEMNIFICATION

- 3.1 Neither party hereto shall be liable for any damages or liability proximately resulting from the negligent or wrongful acts or omission of the other party's employees or agents in the performance of this Agreement; and each party shall indemnify, defend, and save harmless the other party from any such damage or liability.
- 3.2 Notwithstanding anything contained in this Section 3.0, Indemnification, or stated elsewhere, County shall have no obligation or liability, including any obligation to indemnify or defend Magic Mountain, its officers employees or agents ("Indemnified Parties") (a) for a failure to prevent any crime or tortious act, (b) for any injury, loss or damage caused directly or indirectly by a criminal or tortious act, or (c) for any injury, loss or damage caused by any means whatever except as the direct and immediate consequence of a failure by County alone to perform a duty specifically stated herein.
- 3.3 Magic Mountain understands and agrees that the supplemental law enforcement services provided under this Agreement are inadequate to accomplish patrolling or law enforcement at any particular location more than a few times a day or less, or to prevent crime or wrongdoing from occurring at any particular place or time. The Sheriff's Department shall have no obligation to patrol or provide law enforcement at any specific location at any particular time(s) except under a written schedule provided in advance by Magic Mountain to the Sheriff's Department.
- 3.4 Notwithstanding anything contained herein, County's obligations hereunder to the Indemnified Parties shall be limited by any immunity or freedom from suit or liability provided by law, including but not limited to those stated in California

- Government Code sections 818.2 and 845, as if such immunity or legal provision were incorporated in full in this Agreement and made applicable to the Indemnified Parties.
- 3.5 Any obligation by either party to provide indemnity hereunder shall not arise until it has been finally determined by competent judicial authority that such indemnity is owed under the provisions of this Section 3.0, Indemnification.
- 3.6 This indemnity shall survive termination of this Agreement and/or final payment hereunder.
- 3.7 If liability is imposed by reason of a dangerous physical condition of the property of Magic Mountain, Magic Mountain shall assume liability and defend and hold the County, its officers, employees and agents harmless from any action, loss, costs, or expenses caused by any physical condition of Magic Mountain's property and any negligent or wrongful act or omission of Magic Mountain's officers, agents, and employees, in any way connected with such physical condition of Magic Mountain's property.

4.0 TERM OF AGREEMENT

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

5.0 RIGHT OF TERMINATION

- 5.1 Either party may terminate this Agreement with or without cause by giving not less than one hundred twenty (120) calendar days advance written notice to the other party.
- 5.2 In the event of a termination, each party shall fully discharge all obligations owed to the other party accruing prior to the date of such termination, and, except as otherwise provided herein, each party shall be released from all obligations, which would otherwise accrue subsequent to the date of termination.

6.0 BILLING RATES

6.1 For and in consideration of the rendition of the supplemental law enforcement services to be performed by the County for Magic Mountain under this

Agreement pursuant to Exhibit B, Sheriff's Department Service Level Authorization (SH-AD 575), of this Agreement, Magic Mountain shall pay County for said services provided by County under the terms of this Agreement at the appropriate and prevailing billing rates established by the County Auditor-Controller as set forth in Exhibit A, Sheriff's Department Annual Rate Sheet, attached hereto and made a part hereof. The billing rates listed shall be readjusted annually by the County Auditor-Controller effective July 1 of each year to reflect the cost of such service. In such case, the annual rate readjustment shall be published by the County and attached to this Agreement as an Amendment to reflect the change in billing rates each fiscal year. Notwithstanding Paragraph 5.1 above, Magic Mountain shall have the right to terminate this Agreement within (30) calendar days after a notice of billing rate increase.

6.2 The billing rates are developed by the County Auditor-Controller to reflect the County's actual costs in the compensation of employees, the administration of workers' compensation benefits, and the overhead of the County attributable to the provision of services pursuant to this Agreement. The foregoing rates are adjusted annually pursuant to the policies and practices adopted by the Los Angeles County Board of Supervisors governing the determination of such actual costs.

7.0 PAYMENT PROCEDURES

- 7.1 The County, through the Sheriff's Department, shall render to Magic Mountain a summarized invoice which covers all services performed during said month, and Magic Mountain shall pay County for all undisputed amounts within sixty (60) calendar days after date of said invoice. Payment for said services shall be made by check or money order payable as directed on the monthly invoice.
- 7.2 If such payment is not delivered to the County office, which is described on said invoice, within sixty (60) calendar days after the date of the invoice, the County is entitled to recover interest thereon. For all disputed amounts, Magic Mountain shall provide the County with written notice of the dispute including the invoice date, amount, and reasons for dispute within ten (10) calendar days after receipt of

- the invoice. The parties shall memorialize the resolution of the dispute in writing. For any disputed amounts, interest shall accrue if payment is not received within sixty (60) calendar days after the dispute resolution is memorialized.
- 7.3 Said interest shall be at a rate of ten percent (10%) per annum or any portion thereof, calculated from the date payment was due pursuant to Paragraphs 7.1 and 7.2 above.

8.0 AMENDMENTS

- 8.1 All changes, modifications, or amendments to this Agreement must be in the form of a written Amendment duly executed by the County Board of Supervisors and Magic Mountain.
- 8.2 Notwithstanding Paragraph 8.1 above, the Sheriff or his designee is hereby authorized to execute, on behalf of the County, Amendments that revise the service levels set forth on Exhibit B, Sheriff's Department Service Level Authorization (SH-AD 575), of this Agreement pursuant to Paragraph 1.3 of this Agreement.
- 8.3 Notwithstanding Paragraph 8.1 above, the Sheriff or his designee is hereby authorized to publish, on behalf of the County, the annual revised Exhibit A, Sheriff's Department Annual Rate Sheet, pursuant to Paragraph 6.1 of this Agreement. The revised Exhibit A, Sheriff's Department Annual Rate Sheet, shall serve as an Amendment to this Agreement, but shall not require the signature of either party.

9.0 ASSIGNMENT, DELEGATION, AND SUBCONTRACTING

9.1 A party shall not assign its rights and/or subcontract, or otherwise delegate, its duties under this Agreement, either in whole or in part, without the prior written consent of the other party, and any attempted assignment or delegation without such consent shall be null and void.

10.0 AUTHORIZATION WARRANTY

10.1 Magic Mountain represents and warrants that the person executing this Agreement for Magic Mountain is an authorized agent who has actual authority to bind Magic Mountain to each and every term, condition, and obligation of this

Agreement and that all requirements of Magic Mountain have been fulfilled to provide such actual authority.

11.0 GOVERNING LAW, JURISDICTION, AND VENUE

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

12.0 NOTICES

12.1 Unless otherwise specified herein, all notices or demands required or permitted to be given or made under this Agreement shall be in writing and shall be hand delivered with signed receipt or mailed by first class registered or certified mail, postage prepaid, addressed to the parties at the following addresses and to the attention of the person named. Addresses and persons to be notified may be changed by either party by giving ten (10) calendar days prior written notice thereof to the other party.

Notices to the County shall be addressed as follows:

Los Angeles County Sheriff's Department Contract Law Enforcement Bureau Attn: A/Captain Andrew B. Cruz 211 W. Temple Street Los Angeles, California 90012

Notices to Magic Mountain shall be addressed as follows:

Magic Mountain LLC Attn: Justin Miyahira – Head of Public Safety 26101 Magic Mountain Parkway Valencia, California 91355 JMiyahira@SFTP.com With a copy to:

Magic Mountain LLC Jeff Harris – Director of Finance 26101 Magic Mountain Parkway Valencia, California 91355 JHarris @SFTP.com

13.0 VALIDITY

13.1 If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.

14.0 WAIVER

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

15.0 ENTIRE AGREEMENT

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

SUPPLEMENTAL LAW ENFORCEMENT SERVICES AGREEMENT BY AND BETWEEN COUNTY OF LOS ANGELES AND MAGIC MOUNTAIN LLC

IN WITNESS WHEREOF, the County of Los Angeles, by order of its Board of Supervisors, has caused this Agreement to be executed on its behalf by the Chair of the Board and attested by the Executive Officer-Clerk of the Board, and Magic Mountain LLC has caused this Agreement to be executed on its behalf by its duly authorized representative.

COUNTY OF LOS ANGELES

	By
	By Janice Hahn
	Chair, Board of Supervisors
ATTEST: CELIA ZAVALA Executive Officer-Clerk of the Board of Supervisors	
By Deputy	
	MAGIC MOUNTAIN LLC
	By Jeff Harris
	Jeff Harris
	Director of Finance
APPROVED AS TO FORM: DAWYN R. HARRISON County Counsel	
ByPrincipal Deputy County Cou	
Principal Deputy County Cou	unsel

EXHIBIT A

ANNUAL RATES

FY 2023-24

MAGIC MOUNTAIN ANNUAL RATES FOR SUPPLEMENTAL LAW ENFORCEMENT SERVICES

Service Unit	Annual Rate	Liability 3%	Total
Sergeant	\$301,533	N/A	\$301,533
Deputy, Bonus I	\$249,059	\$7,472	\$256,531
Deputy Generalist	\$228,759	\$6,863	\$235,622





LOS ANGELES COUNTY SHERIFF'S DEPARTMENT SUPPLEMENTAL LAW ENFORCEMENT SERVICES

W ENFORCEMENT SERVICES EXHIBIT B Level Authorization

Service Level Authorization SH-AD 575

8	CONTRACT:	Ma	agic Mou	untain	LLC.			FIS	CAL YEAR:		2023	- 20)24	EF	FECTIVE DATE:	7/1/20:	23
DEPUTY SHERIFF SERVI	ICE UNIT					WINE		A H					W1125	2412114		AND AND S	
RANK		RELIEF FACTOR	SERVICE CODE	/	1 / 21	1881	UNIT COST	52270.0	MATED TOTAL JNIT COST		LIABILITY 3%		OTAL COST V/LIABILITY	ANNUAL HOURS PER SERVICE UNIT	ANNUAL HOURS SCHEDULED	ANNUAL MINUTES SCHEDULED	PERSONNEL REQUIRED
Deputy Sheriff		Non-Relief	310	3.00	4.00	-1.00 \$	228,759.00	\$	686,277.00	\$	20,588.31	\$	706,865.31	1,789	5,367	322,020	3.000
												\$	-				
DEPUTY SHERIFF SERVI	ICE UNIT (BONUS)									19 11 7						
RANK		RELIEF FACTOR	SERVICE CODE	/	/2	//	UNIT COST	10000	MATED TOTAL		LIABILITY 3%		OTAL COST V/LIABILITY	ANNUAL HOURS PER SERVICE UNIT	ANNUAL HOURS SCHEDULED	ANNUAL MINUTES SCHEDULED	PERSONNEL REQUIRED
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SUPPLEMENTAL POSITI	IONS	N. S. II	The state of	li U				No.		V.	A 1838					JANES BIN	
RANK		RELIEF FACTOR	SERVICE	/	/	/ /	UNIT COST		MATED TOTAL		NABILITY 3%	The same of	OTAL COST V/LIABILITY	ANNUAL HOURS PER SERVICE UNIT	ANNUAL HOURS SCHEDULED	ANNUAL MINUTES SCHEDULED	PERSONNEL REQUIRED
Sergeant		Non-Relief	353	1.00	1.00	0.00 \$	301,533.00	\$	301,533.00	\$	-	\$	301,533.00	1,789	1,789	107,340	1.000
								\perp									
Estimated Cost f	for Service Units:	\$		987,8	310.00			Total	Liability (3%):	\$			20,588.31	Est	imated Subtotal:	\$ 1,	008,398.31
													Public Sa	fety Equipment C	ost (See page 3):	\$	
													-	ctimated Total	Annual Cost:	¢ 100	200 24
														stimated Total	Annual Cost:	\$ 1,00	08,398.31
	The ter	ms of this So	ruico Lov	rol Aust	orizati	on ISH AD	E7E) will som	sala la	offort until a		heamiant CII		F7F is also and	and received by	LACD		
	The ter	ilis of this se	rvice Lev	rei Auti	iorizati	on (SH-AD	575) Will rem	iain in	errect until a	Su	bsequent SH	-AD	575 is signed	and received by	LASD.		
LASD Approval By:														Report Prepared E	Bv:		
0	2APTHIN	7167				#	3		7	12	0/23						7/47/2022
UNIT COM	MMANDER NAME	1160	-			- Csi	GNATURE				DATE	in .			Ruben Loera SERGEANT		7/17/2023 DATE
Magic Mountain LLC Ap	oproval By:																
	"I certify that	am authorize	d to make	e this co	mmitme	nt on bella	f of Magic Mo	untain	LLC."					Processed at CLEB	Ву:		
JEFF	HARRI.			4	\gg	K t				7.	25.23	7			0	1.101	al. 1
	NAME		-		$\overline{}$	SI	GNATURE			6 '	DATE				KUBEN SERGEANT	LOKKA	8/2/23 DATE
						/					2000				JENGEAN		DAIL



LOS ANGELES COUNTY SHERIFF'S DEPARTMENT

SUPPLEMENTAL LAW ENFORCEMENT SERVICES

DEPLOYMENT SURVEY

CONTRACT: Magic Mountain LLC. Fiscal Year: 2023 - 2024 Effective Date: 7/1/2023

	TOTAL	GENERAL LAW			TRAFFIC LAW			MOTOR			TEAM	TOTAL
SERVICE UNIT	UNITS PURCHASED	EM	АМ	РМ	EM	AM	PM	DEP	SAO	D.B.	LEADER	UNITS ASSIGNED
EPUTY SHERIFF											1/10/27	
Non-Relief	3.00		1.00	2.00								3.00
40-Hour Unit	0.00											0.00
56-Hour Unit	0.00											0.00
70-Hour Unit	0.00											0.00
84-Hour Unit	0.00											0.00
Motor (Non-Relief)	0.00											0.00
EPUTY BONUS						W Later						
Non-Relief	0.00											0.00
40-Hour Unit	0.00											0.00
56-Hour Unit	0.00											0.00
70-Hour Unit	0.00											0.00
84-Hour Unit	0.00											0.00
Routine City Helicopter	Billing Agreeme	nt				7/			YES 🗆		NO 🗹	
icense Detail - Busine			Application	nns					YES 🗆		NO 🗸	
icense Detail - Acts or			The state of the s						YES 🗆		NO 🗹	
OTE: License Detail is bille						THE REAL PROPERTY.						

			S	worn			
	Lieutenant	Sergeant	Bonus Deputy	Motor Deputy	Deputy	SAO	Total
Hours	0	1,789	0	0	5,367	0	7,156
Minutes	0	107,340	0	0	322,020	0	429,360
Personnel	0.000	1.000	0.000	0.000	3.000	0.000	4.000

		Civilian		
[SSO	LET/CSA/CA/PCO	Clerical	Total
Hours	0	0	0	0
Minutes	0	0	0	0
Personnel	0.000	0.000	0.000	0.000

FOR CONTRACT LAW ENFORCEMENT BUREAU	USE ON	LY	
BILLING MEMO REQUIRED AND SUBMITTED:	YES	NO 🗌	N/A
(PERSONNEL TRANSACTION REQUEST) "PTR" REQUIRED AND SUBMITTED:	YES	NO	N/A
ORGANIZATIONAL CHART REQUIRED AND SUBMITTED:	YES 🗌	NO 🗌	N/A
DUTY STATEMENT REQUIRED AND SUBMITTED:	YES 🗌	NO 🗌	N/A.
SMS DEPLOYMENT CONTRACT UPDATED:	YES 🗌	NO 🗆	N/A 🖾
MINUTE PROGRAM IN RAPS UPDATED:	YES 🗌	NO 🗌	N/A 🗵

Initials

Magic Mountain Official:

Unit Commander

Magic Mountain LLC. Master Rate Sheet

Fiscal Year:

2023 - 2024 Liability Rate:

				3.0%
DSSU Rates				
Rank	Relief Factor	Ar	nual Rate	Service Code
Deputy Sheriff	Non-Relief	\$	228,759	310
DSSU Bonus I Rates				
Rank	Relief Factor	Ar	inual Rate	Service Code
Deputy Sheriff, Bonus I	Non-Relief	\$	249,059	305
Growth/Grant Deputy Rates				
Rank	Relief Factor	Ar	inual Rate	Service Code
Supplemental Positions				
Rank	Relief Factor	Ar	inual Rate	Service Code
Sergeant	Non-Relief	\$	301,533	353



October 17, 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 LOS ANGELES COUNTY DISTRICT ATTORNEY'S OFFICE
TO ENTER INTO GRANT AWARD AGREEMENTS AND
ACCEPT GRANT FUNDS FROM
THE STATE OF CALIFORNIA DEPARTMENT OF INSURANCE
FOR THE AUTOMOBILE INSURANCE FRAUD, DISABILITY AND
HEALTHCARE INSURANCE FRAUD, AND WORKERS' COMPENSATION
INSURANCE FRAUD PROGRAMS
AND APPROVE THE APPROPRIATION ADJUSTMENTS
FOR FISCAL YEAR 2023-24
(ALL DISTRICTS) (3-VOTES)

SUBJECT

The Automobile Insurance Fraud (AIF), Disability and Healthcare Insurance Fraud (DHIF), and Workers' Compensation Insurance Fraud (WCIF) Programs support enhanced investigation and prosecution of organized automobile insurance fraud activity, fraudulent disability and healthcare insurance claims, and workers' compensation fraud cases, respectively. The Los Angeles County District Attorney's Office (LADA) is requesting the Board to sign the attached Resolutions required to enter into Grant Award Agreements (GAA) with the State of California Department of Insurance (CDI) for AIF, DHIF, and WCIF grant funds for Fiscal Year (FY) 2023-24. CDI has awarded the LADA \$3,868,175 for AIF, \$1,380,804 for DHIF, and \$8,397,548 for WCIF Programs to support enhanced investigation and prosecution of fraud activity and financial abuse. The LADA requests authorization to accept grant funds from CDI in the total amount of \$13,646,527 with no required County match. In addition, approval of the appropriation adjustment is requested.

IT IS RECOMMENDED THAT YOUR BOARD:

- 1. Authorize the LADA to accept grant funds and enter into an agreement with CDI, for AIF, DHIF, and WCIF Programs in the total amount of \$13,646,527, for the period of July 1, 2023, through June 30, 2024. There is no required County match for these grants.
- 2. Request the Chair of the Board of Supervisors to sign and affix a wet, stamp, or electronic signature to the attached Resolutions required to enter into GAA with CDI for AIF, DHIF, and WCIF Programs.
- 3. Approve the attached appropriation adjustment in order to align the LADA's budget with the grant awards.
- 4. Delegate authority to the District Attorney (DA) or designee to execute the GAA and serve as Project Director for the programs. This also includes authorization to sign and approve any revisions, subsequent amendments, modifications, and/or extensions to CDI grant agreements that have no net County cost impact to the County.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The LADA received the release of FY 2023-24 Request for Applications (RFAs) from CDI for the AIF on February 22, 2023, DHIF on February 17, 2023, and WCIF on February 15, 2023. The objective of these programs is to promote coordination and active partnerships in anti-fraud efforts and to continue the LADA's commitment to assist and protect consumers of life insurance and annuity products by enhancing the prosecution of life and annuity financial abuse.

The attached Resolutions require Board adoption as part of the GAA. The attached Resolutions have been approved as to form by County Counsel and adoption of the Resolutions will satisfy County and State requirements.

Accordingly, the LADA submitted a grant application to CDI for AIF on June 30, 2023, DHIF on June 2, 2023, and WCIF on April 2, 2023. CDI provided an award letter for AIF on August 25, 2023, DHIF on July 21, 2023, and WCIF on July 17, 2023.

CDI will provide the LADA with the GAAs for funds awarded to the AIF, DHIF, and WCIF Programs.

Board approval is required to accept grant funds for AIF, DHIF, and WCIF Programs from CDI for FY 2023-24.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

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

FISCAL IMPACT/FINANCING

The CDI administers the grant programs and the distribution of funds for enhanced investigation and prosecution of automobile insurance fraud cases, fraudulent disability and healthcare insurance fraud claims, and workers' compensation fraud cases.

The CDI awarded a total of \$13,646,527 in grant funding for the LADA fraud programs for FY 2023-24. There is no required County match for the programs.

Approval of the attached appropriation adjustment in the net decrease of \$2,002,000 is requested as follows to align to the LADA's budget with the grant awards.

- AIF Program Salaries and Employee Benefits appropriation of \$121,000 was overstated in the FY 2023-24 Final Adopted Budget and will be reduced from the total Salaries and Employee Benefits appropriation. This amount represents the difference between the grant award of \$3,868,175 (rounded to \$3,868,000) and the \$3,989,000 that was included in the LADA's FY 2023-24 Final Adopted Budget.
- DHIF Program Salaries and Employee Benefits appropriation of \$63,000 was overstated in the FY 2023-24 Final Adopted Budget and will be reduced from the total Salaries and Employee Benefits appropriation. This amount represents the difference between the grant award of \$1,380,804 (rounded to \$1,381,000) and the \$1,444,000 that was included in the LADA's FY 2023-24 Final Adopted Budget.
- WCIF Program Salaries and Employee Benefits appropriation of \$1,818,000 was overstated in the FY 2023-24 Final Adopted Budget and will be reduced from the total Salaries and Employee Benefits appropriation. This amount represents the difference between the grant award of \$8,397,548 (rounded to \$8,398,000) and the \$10,216,000 that was included in the LADA's FY 2023-24 Final Adopted Budget.

If funding for these programs were to be curtailed or terminated, an evaluation of this program would be conducted to determine whether the program would either be continued, with costs

absorbed by the department, or discontinued with staff attrition or reallocation to vacant budgeted positions.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Pursuant to Insurance Code Sections 1872.8(b)(1)(D) (AIF), 1872.85 (c)(2) (DHIF), and 1872.83(d) (WCIF), CDI is authorized to award and distribute certain funds to District Attorneys submitting plans approved by the Fraud Division for the increased investigation and prosecution of automobile insurance fraud cases, fraudulent disability and healthcare insurance fraud claims, and workers' compensation fraud cases, respectively. LADA has been awarded funding for the AIF for thirty (30) years, DHIF for eighteen (18) years, and WCIF for the past thirty-two (32) years.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

These programs do not propose attorney staff augmentation. Therefore, LADA is not subject to the Board Motion of December 15, 1998, requiring clearance with the Alternate Public Defender, Probation, Public Defender, and Sheriff's Departments.

CONCLUSION

Following Board approval, the Executive Officer-Clerk of the Board is requested to return a copy of the adopted Board Letter, and a copy of the executed Resolutions to Talin Keledjian, District Attorney's Office, 211 West Temple Street, Suite 200, California, 90012-3205. Any questions may be directed to Ms. Keledjian at (213) 257-2804, or at TKeledjian@da.lacounty.gov.

Respectfully submitted,

George Gascón District Attorney

tk

Enclosures

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

September 01, 2023

COUNTY OF LOS ANGELES

REQUEST FOR APPROPRIATION ADJUSTMENT

	DEPARTMENT OF	DISTRICT ATTORNEY	
AUDITOR-CONTROLLER:			
		HIS DEPARTMENT. PLEASE CONFIRM THE A	
BALANCES	AND FORWARD TO THE CHIEF EXECUTIV	/E OFFICER FOR HER RECOMMENDATION C	R ACTION.
		D AND REASONS THEREFORE	
		023-24 VOTES	
SOUR	RCES	USE	ES
DISTRICT ATTORNEY		DISTRICT ATTORNEY	
A01-DA-1000-14030		A01-DA-88-8864-14030	
SALARIES & EMPLOYEE BENEFITS		AUTOMOBILE INSURANCE FRAUD ACTIV	ITY INTERDICTION PROGRAM
DECREASE APPROPRIATION	2,002,000	DECREASE REVENUE	121,000
		DISTRICT ATTORNEY	
		A01-DA-88-8810-14030 STATE-SPECIAL GRANTS	
		DECREASE REVENUE	63,000
		DISTRICT ATTORNEY	
		A01-DA-88-8865-14030	
		WORKERS' COMP INSURANCE FRAUD A	CTIVITY INTERDICTION PROGRAM
		DECREASE REVENUE	1,818,000
SOURCES TOTAL	\$ 2,002,000	USES TOTAL	\$ 2,002,000
JUSTIFICATION			
Reflects a decrease in Salaries & Em	ployee Benefits appropriation and a	corresponding decrease in revenue fro	m the State of California,
		mpensation Insurance Fraud, and Disak	pility and Healthcare Insurance
Fraud programs to align the District	Attorney's budget with the full grant	t award amounts.	
		Lidia	Youssef Digifally signed by: Lidia Youssef Formul = Hydrossef (gold alcounty, gov C = AD Date: 2023.09.11 11:41:03 -07'00'
		AUTHORIZED SIGNATURE LIDIA	A YOUSSEF, CHIEF OF BUDGET & FISCAL
BOARD OF SUPERVISOR'S APPROVAL (AS	S REQUESTED/REVISED)		
REFERRED TO THE CHIEF	ACTION	APPROVED AS REQUESTED	
EXECUTIVE OFFICER FOR			
	RECOMMENDATION Digitally signed by Lan	APPROVED AS REVISED	
AUDITOR-CONTROLLER	BY Lan Sam Sam Date: 2023.09.13 09:20:48	CHIEF EXECUTIVE OFFICER	ву
B.A. NO. 027	DATE 9/13/23		DATE

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

Departm	21	٦

DISTRICT ATTORNEY'S OFFICE

Funding Agency

Department Head Signature

Grant Project Title and Description	AUTOMOBILE INSURANCE FRAUD	(AIF) PROGRAM
Grant Project Title and Description	AUTOMOBILE INSURANCE PRAUD ((AII') I KOOKAW

The objective of this program is to enhance prosecutorial efforts and criminal investigations of major auto insurance fraud rings, syndicates, gangs, and organizations in Los Angeles County. These grant funds will allow the Los Angeles County District Attorney's Office to continue its collaborative efforts with the State of California, Department of Insurance (CDI) to identify, investigate and prosecute organized automobile insurance fraud rings (staged accidents, cappers, etc.). Perpetrators also include unscrupulous doctors, chiropractors, lawyers, and others who profit from fraudulent automobile insurance claims.

Program

Grant Acceptance

9-7-23

Date

CALIFORNIA DEPARTMENT OF INSURANCE				CA INSURANCE CODE §1872.8 N/A						
Total Amount of Grant Funding \$3,868,175				Count	County Match \$0					
Grant Period	Begin	Date: July 1, 2023 End Date:					June 30, 2024			
Number of Personnel Hired Under This Grant			Full '	Time:	7	Part	Part Time: 16			
						Grant Expires				
Will all personnel hired for this						am?	Yes	<u>X</u>	No	
Will all personnel hired for this		-		, ,	ems?		Yes	_X	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	continu	e this program	n after the g	grant exp	ires, the	Department will	:			
a.) Absorb the program cost without reducing other services					Yes		No	_X		
b.) Identify other revenue sources (describe below)				Yes		No	_ X			
c.) Eliminate or reduce, as appropriate, positions/program costs funded by the grant. Yes X No										
Impact of additional personnel	on existi	ng space:								
None										
Other requirements not mention	ed abov	e:								
None										
			1							

COUNTY OF LOS ANGELES

BOARD OF SUPERVISORS

RESOLUTION

Authorization to Accept a Grant Award from the State of California, Department of Insurance

Pursuant to California Insurance Code Chapter 12, commencing with §1871, et seq.

WHEREAS, the provisions of §1872.8 of the California Insurance Code authorize the State of California, Department of Insurance to award and distribute certain funds to District Attorneys submitting plans approved by the Fraud Division for the increased investigation and prosecution of fraudulent automobile insurance claims, and the District Attorney is charged with providing prosecution of all felony offenses committed within this County; and

WHEREAS, the County of Los Angeles, acting through its Board of Supervisors, desires to combat automobile insurance fraud by undertaking a certain project designated the "Automobile Insurance Fraud Program" by the District Attorney, to be funded through funds made available by the Insurance Fraud Prevention Act as provided for pursuant to California Insurance Code §1872.8, administered by the State of California, Department of Insurance; and

WHEREAS, the State of California, Department of Insurance approved the fraud reduction plan submitted by the District Attorney's Office for FY 2023-2024 for the Automobile Insurance Fraud Program for this specific task.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of the County of Los Angeles hereby authorizes and approves acceptance of grant funds from the State of California, Department of Insurance, to be used exclusively for the program designated the "Automobile Insurance Fraud Program" for the period covering July 1, 2023, to June 30, 2024;

IT IS AGREED that any liability arising out of the performance of the Grant Award Agreement, including civil court actions for damages, shall be the responsibility of the grant

1	recipient and the authorizing agency. The State of California and the California Department of
2	Insurance disclaim responsibility for any such liability.
3	BE IT FURTHER RESOLVED that the County of Los Angeles hereby authorizes the
4	District Attorney or his designee to serve as Project Director and to perform all further tasks
5	necessary for the completion of the project, including any extensions, execution and submission
6	of amendments, progress reports, and payment requests relating to the Grant Award Agreement;
7	I DO HEREBY CERTIFY that at a regular meeting of the Board of Supervisors of the
8	County of Los Angeles, on this day of, 2023, the foregoing
9	Resolution was adopted.
10	IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the
11	Board of Supervisors of the County of Los Angeles this day of, 2023
12	
13	COUNTY OF LOS ANGELES
14	
15	By Chair, Board of Supervisors
16	APPROVED AS TO FORM BY
17	COUNTY COUNSEL:
18	DAWYN R. HARRISON
19	By ED
20	Elizabeth Pennington Senior Deputy County Counsel
21	
22	
23	
24	
25	
26	

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

Department

DISTRICT ATTORNEY'S OFFICE

Grant Project Title and Description	DISABILITY AND HEALTHCARE INSURANCE FRAUD (DHIF) PROGRAM						
The objective of this program is to enhance the criminal investigation and prosecution of fraudulent disability and healthcare insurance claims in Los Angeles County. These grant funds will allow the Los Angeles County District Attorney's Office to successfully implement this program and reduce disability and healthcare insurance fraud through collaborative efforts with the State of California, Department of Insurance (CDI) and local law enforcement agencies.							
Funding Age	nev	Program	Grant Acceptance				
CALIFORNIA DEPARTME		(Fed. Grant #/State Bill or Code #) CA INSURANCE CODE §1872.85	Deadline N/A				
CALL CRAIN BELANCINE	THE OF HISOIDINGE	3777.00	1 1/1 1				

Total Amount of Grant Fund	ing	\$1,380,804 County Match		y Match	\$0					
Grant Period	Begin	Begin Date: July 1, 2023 End Date:				June 30, 2024				
Number of Personnel Hired U	J nder T l	nis Grant		Full 7	Γime:	3	Part Time: 11			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? Will all personnel hired for this program be placed on temporary ("N") items? Is the County obligated to continue this program after the grant expires? 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 b.) Identify other revenue sources (describe below)						Yes Yes Yes Yes	<u>X</u> X	No No No No		
c.) Eliminate or reduce, as appropriate, positions/program costs funded by the grant.				Yes	<u>X</u>	No				
Impact of additional personnel None	on existi	ng space:								
Other requirements not mention None	ned abov	e:								

Department Head Signature

Date

9723

COUNTY OF LOS ANGELES

BOARD OF SUPERVISORS

RESOLUTION

Authorization to Accept a Grant Award from the State of California, Department of Insurance

Pursuant to California Insurance Code Chapter 12, commencing with §1871, et seq.

WHEREAS, the provisions of § 1872.85 of the California Insurance Code authorize the State of California, Department of Insurance to award and distribute certain funds to District Attorneys submitting plans approved by the Fraud Division for the increased investigation and prosecution of fraudulent disability and healthcare insurance claims, and the District Attorney is charged with providing prosecution of all felony offenses committed within this County; and

WHEREAS, the Board of Supervisors of Los Angeles County recognizes that fraudulent healthcare and disability insurance claims are costing our citizens millions of dollars annually, as reflected in higher insurance premiums and increased costs for medical services and equipment; and

WHEREAS, the County of Los Angeles, acting through its Board of Supervisors, desires to combat disability and healthcare insurance fraud by undertaking a certain project designated the "Disability and Healthcare Insurance Fraud Program" by the District Attorney, to be funded pursuant to the Insurance Fraud Prevention Act as provided in California Insurance Code § 1872.85 and administered by the State of California, Department of Insurance; and

WHEREAS, the State of California, Department of Insurance approved the fraud reduction plan submitted by the District Attorney's Office for FY 2023-2024 for the Disability and Healthcare Insurance Fraud Program.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of the County of Los Angeles hereby authorizes and approves acceptance of grant funds from the State of

1	California, Department of Insurance, to be used exclusively for the program designated the
2	"Disability and Healthcare Insurance Fraud Program" for the period covering July 1, 2023, to
3	June 30, 2024;
4	IT IS AGREED that any liability arising out of the performance of the Grant Award
5	Agreement, including civil court actions for damages, shall be the responsibility of the grant
6	recipient and the authorizing agency. The State of California and the California Department of
7	Insurance disclaim responsibility for any such liability.
8	BE IT FURTHER RESOLVED that the County of Los Angeles hereby authorizes the
9	District Attorney or his designee to serve as Project Director and to perform all further tasks
LO	necessary for the completion of the project, including any extensions, execution and submission
11	of amendments, progress reports, and payment requests relating to the Grant Award Agreement;
12	I DO HEREBY CERTIFY that at a regular meeting of the Board of Supervisors of the
13	County of Los Angeles, on this day of, 2023, the foregoing
L4	Resolution was adopted.
15	IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the
16	Board of Supervisors of the County of Los Angeles this day of, 2023
17	
18	COUNTY OF LOS ANGELES
19	By
20	Chair, Board of Supervisors
21	APPROVED AS TO FORM BY COUNTY COUNSEL:
22	DAWYN R. HARRISON
23	DAW IN K. HARRISON
24	By
25	Elizabeth Pennington Senior Deputy County Counsel
26	

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

Department

Department Head Signature

DISTRICT ATTORNEY'S OFFICE

Grant Project Title and Description	WORKERS' COMPENSATION	INSURANCE FRAUD	(WCIF) PROGRAM

The objective of this program is to enhance the identification, investigation, and prosecution of organized workers' compensation insurance fraud. These grant funds will allow the Los Angeles County District Attorney's Office to continue its collaborative efforts with the State of California, Department of Insurance (CDI) to investigate and prosecute those engaged in workers' compensation insurance fraud in Los Angeles County.

Program

Grant Acceptance

9-7-23

Date

r unumg rigency			(Fed. Grant #/State Bill or Code #) Deadline								
CALIFORNIA DEPARTMENT OF INSURANCE				CA INSURANCE CODE §1872.83 N/A							
Total Amount of Grant Funding \$8,397,548 County Mate			ty Match	\$0							
Grant Period	Begin	Date:	July 1	, 2023		End Date:		June 30, 2024			
Number of Personnel Hired U	J nder T l	nis Grant		Full '	Γime:	25	Part Time: 11				
	Obliga	tions Imposed	l on the Co	ounty W	hen the	Grant Expires					
Will all personnel hired for this	program	be informed t	this is a gra	ınt-funde	ed progra	am?	Yes	_X	No		
Will all personnel hired for this	program	be placed on	temporary	("N") ite	ems?		Yes	X	No		
Is the County obligated to conti	nue this	program after	the grant e	xpires?			Yes		No	X	
If the County is not obligated to	continu	e this program	after the g	rant exp	ires, the	Department will:					
a.) Absorb the program cost	without	reducing other	r services				Yes		No	X	
b.) Identify other revenue sources (describe below)					Yes		No	X			
c.) Eliminate or reduce, as appropriate, positions/program costs funded by the grant.					Yes	_X_	No				
Impact of additional personnel on existing space:											
None											
Other requirements not mentioned above:											
None											
-				·.					-		

COUNTY OF LOS ANGELES

BOARD OF SUPERVISORS

RESOLUTION

Authorization to Accept a Grant Award from the State of California, Department of Insurance

Pursuant to California Insurance Code Chapter 12, commencing with §1871, et seq.

WHEREAS, the provisions of § 1872.83 of the California Insurance Code authorize the State of California, Department of Insurance to award and distribute certain funds to the District Attorneys submitting plans approved by the Fraud Division for the increased investigation and prosecution of fraudulent workers' compensation claims, and the District Attorney's Office is charged with providing prosecution of all felony offenses committed within this County; and

WHEREAS, the Board of Supervisors of Los Angeles County recognizes that fraudulent claims are costing our citizens millions of dollars annually, with thousands of jobs being lost due to local business closures precipitated by escalating workers' compensation costs caused by fraud; and

WHEREAS, the County of Los Angeles, acting through its Board of Supervisors, desires to combat workers' compensation insurance fraud by undertaking a certain project designated the "Workers' Compensation Insurance Fraud Program" by the District Attorney, to be funded through funds made available by the Insurance Fraud Prevention Act as provided for pursuant to California Insurance Code § 1872.83, administered by the State of California, Department of Insurance; and

WHEREAS, the State of California, Department of Insurance approved the fraud reduction plan submitted by the District Attorney's Office for FY 2023-2024 for the Workers' Compensation Insurance Fraud Program for this specific task.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of the County

1	of Los Angeles hereby authorizes and approves acceptance of grant funds from the State of
2	California, Department of Insurance, to be used exclusively for the program designated the
3	"Workers' Compensation Insurance Fraud Program" for the period covering July 1, 2023, to
4	June 30, 2024;
5	IT IS AGREED that any liability arising out of the performance of the Grant Award
6	Agreement, including civil court actions for damages, shall be the responsibility of the grant
7	recipient and the authorizing agency. The State of California and the California Department of
8	Insurance disclaim responsibility for any such liability.
9	BE IT FURTHER RESOLVED that the County of Los Angeles hereby authorizes the
LO	District Attorney and his designee to serve as Project Director and to perform all further tasks
11	necessary for the completion of the project, including any extensions, execution and submission
L2	of amendments, progress reports, and payment requests relating to the Grant Award Agreement;
13	I DO HEREBY CERTIFY that at a regular meeting of the Board of Supervisors of the
L4	County of Los Angeles, on this day of, 2023, the foregoing
15	Resolution was adopted.
16	IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the
L7	Board of Supervisors of the County of Los Angeles this day of, 2023
18	
L9	COUNTY OF LOS ANGELES
20	D.
21	By Chair, Board of Supervisors
22	APPROVED AS TO FORM BY COUNTY COUNSEL:
23	DAWYN R. HARRISON
25	By Elizabeth Pennington Spring Deputy County County
	Senior Deputy County Counsel

2

October 17, 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:

MEMORANDUM OF UNDERSTANDING WITH THE SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES FOR FIREARM RELINQUISHMENT SERVICES (ALL DISTRICTS) (3 VOTES)

<u>SUBJECT</u>

The Los Angeles County (County) Sheriff's Department (Department) seeks Board approval to execute a Memorandum of Understanding (MOU) with the Superior Court of California, County of Los Angeles (Court) for Firearm Relinquishment Services (Services) to ensure firearms and ammunition have been removed from individuals pursuant to Court order.

IT IS RECOMMENDED THAT THE BOARD:

- 1. Delegate authority to the Sheriff, or his designee, as an agent for the County, to execute the attached MOU with the Court, commencing upon execution by both parties and terminating on June 30, 2025.
- 2. Delegate authority to the Sheriff, or his designee, as an agent for the County, to execute all amendments and modifications to the MOU, as necessary, for effective participation in the Services.
- 3. Delegate authority to the Sheriff, or his designee, as an agent for the County, to execute all required documents, including but not limited to, agreements,

assurances and certifications, amendments, modifications, extensions, and payment requests in the future, as necessary, for the continued provision of the Services to the Court.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Pursuant to Assembly Bill 178, the Judicial Council of California (Judicial Council) was provided funding to support the Court and law enforcement costs to ensure that firearms, firearm parts, and ammunition have been removed from individuals pursuant to a court order. The funds may only be used by the Department to perform activities related to firearm relinquishments that cannot reasonably or safely be done by the Court. Under this MOU, the Court will partner with the Department through an electronic notification portal that will inform the Department of violations of court orders to relinquish firearms, firearm parts, and/or ammunition.

During the term of the MOU, the Department shall collect all uniform data and reporting information as required by the Court, including but not limited to, the number of contacts made, the number of firearm-related background checks conducted, the number of individuals who relinquished their firearms voluntarily, and the number of firearms relinquished and to whom they were relinquished to. The Department will also submit periodic reports to the Court, as set forth in Table A-1 of the MOU. The Department shall also maintain all financial data, supporting documents, and all other records related to the performance and billing.

The Court will electronically report, in compliance with Family Code Section 6306, to the Department when a domestic violence restraining order is issued for a person on probation, parole, and/or has an outstanding warrant.

The Department will make every effort to safely contact individuals who have violated the court order to relinquish their registered firearms, firearm parts, and/or ammunition. The Department will also provide training for officers and collaborate with Information System Advisory Body for the integration with law enforcement agencies' County-wide communication infrastructure.

Implementation of Strategic Plan Goals

Approval of the recommended action is consistent with the County's Strategic Plan, Goal II, Strategy II.2.1, Reduce Violence in Communities. Participation in the Services leverages resources from the Department and the Court to develop comprehensive, place-based plans to reduce violence in high-needs communities experiencing high levels of violence.

FISCAL IMPACT/FINANCING

Under this MOU, the Court will compensate the Department in an amount up to \$1,658,229 to offset the costs relating to the Services. The Department will bill the Court for the allocable, allowable, and reasonable personnel services, including hourly rates and operating expenses associated with the Services that are approved by the Judicial Council and provided in the MOU. Operating expenses, include but are not limited to, staff training, office supplies, furniture, travel, printing, publishing, photocopying, and postage. The spending appropriation and revenue related to this program will be included in the Fiscal Year (FY) 2023-24 Mid-Year Budget Adjustment and the FY 2024-25 Recommended Budget Phase.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The term of this MOU shall commence upon execution by both parties and shall terminate on June 30, 2025, unless terminated by either party in accordance with the MOU. The MOU provides for mutual indemnification.

The Judicial Council has consented to the Court's subcontracting with the Department for certain activities necessary to complete the program objectives, as outlined in the MOU.

County Counsel has reviewed and approved the attached MOU as to form.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

None. The Department's Major Crimes Bureau has the resources required for participation in the Services.

CONCLUSION

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

Sincerely,

ROBERT G. LUNA SHERIFF

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

Attachments

c: Board of Supervisors, Justice Deputies

Celia Zavala, Executive Officer, Board of Supervisors

Fesia Davenport, Chief Executive Officer

Sheila Williams, Senior Manager, Chief Executive Office (CEO)

Rene Phillips, Manager, CEO

Jocelyn Ventilacion, Principal Analyst, CEO

Anna Petrosyan, Senior Analyst, CEO

Bryan Bell, Budget Analyst, CEO

Dawyn R. Harrison, County Counsel

Elizabeth D. Miller, Chief Legal Advisor, Legal Advisory Unit

Michele Jackson, Principal Deputy County Counsel, Legal Advisory Unit

April L. Tardy. Undersheriff

Holly A. Francisco, Assistant Sheriff, Countywide Operations

Jill Torres, Assistant Sheriff, CFAO

Jason A. Skeen, Chief of Staff, Office of the Sheriff

Chris E. Marks, Chief, Detective Division

Conrad Meredith, Division Director, Administrative Services Division (ASD)

Michael W. Hanneman, Commander, Detective Division

Glen Joe, Assistant Division Director, ASD

Richard F. Martinez, Assistant Division Director, ASD

Jose G. Mendoza, Commander, Detective Division

Andrew B. Cruz, Acting Captain, Contract Law Enforcement Bureau (CLEB)

David E. Culver, Director, Financial Programs Bureau

Steven C. Ruiz, Captain, Major Crimes Bureau

Rene A. Garcia, Lieutenant, ASD

Erica M. Nunes, Sergeant, ASD

Kristine D. Corrales, Deputy, ASD

Ramona Zamora, Administrative Services Manager (ASM) II, CLEB

Jennipher Baeza, ASM I, CLEB

(Contract Law - Firearm Relinquishment Services 10-17-23)

BOARD LETTER/MEMO CLUSTER FACT SHEET

CLUSTER AGENDA REVIEW DATE	<mark>10/4/2023</mark>			
BOARD MEETING DATE	10/17/2023			
SUPERVISORIAL DISTRICT AFFECTED				
DEPARTMENT(S)	Sheriff's Department (Department)			
SUBJECT	Memorandum of Understanding for Firearm Relinquishment Services			
PROGRAM	Firearm Relinquishment Services			
AUTHORIZES DELEGATED AUTHORITY TO DEPT	⊠ Yes □ No			
SOLE SOURCE CONTRACT	☐ Yes ⊠ No			
	If Yes, please explain why:			
DEADLINES/ TIME CONSTRAINTS	None			
COST & FUNDING	Total cost: Funding source: \$1,658,229.00 Funding source: Superior Court of California, County of Los Angeles (Court)			
	TERMS (if applicable): Upon execution – June 30, 2025			
	Explanation: The anticipated expenses and offsetting revenue are \$1,658,229.00 for the term of the MOU.			
PURPOSE OF REQUEST	The purpose of this request is to execute the MOU describing the Department's participation in firearm relinquishment services.			
BACKGROUND	Pursuant to Assembly Bill 178, the Judicial Council of California was provided funding			
(include internal/external	to support the Court and law enforcement costs to ensure that firearms, firearm parts,			
issues that may exist	and ammunition have been removed from individuals pursuant to a court order. Under			
including any related motions)	this MOU, the Court will partner with the Department through an electronic notification portal that will inform the Department of violations of court orders to relinquish firearms, firearm parts, and/or ammunition.			
EQUITY INDEX OR LENS	☐ Yes ☐ No			
WAS UTILIZED	If Yes, please explain how:			
SUPPORTS ONE OF THE	⊠ Yes □ No			
NINE BOARD PRIORITIES	If Yes, please state which one(s) and explain how:			
	The services provided under this Agreement support the County's Strategic Plan, Goal II, Strategy II.2.1, Reduce Violence in Communities. Participation in these Services			
	leverages resources from the Department and the Court to develop comprehensive,			
	place-based plans to reduce violence in high-needs communities experiencing high			
	levels of violence.			
DEPARTMENTAL	Name, Title, Phone # & Email:			
CONTACTS	Jennipher Baeza, ASMI, (213)229-1625, jmbaeza@lasd.org Deborah Romero, Sergeant, (562)946-7225, djromero@lasd.org			
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MEMORANDUM OF UNDERSTANDING 2023-037

FOR

FIREARM RELINQUISHMENT SERVICES

BETWEEN

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

AND

COUNTY OF LOS ANGELES BY AND THROUGH
THE LOS ANGELES COUNTY SHERIFF'S DEPARTMENT

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU" or "Memorandum") is made and entered
into on this day of 2023 ("Effective Date") by and between the Superior Court of
California, County of Los Angeles ("Court") and County of Los Angeles, by and through, the
Los Angeles County Sheriff's Department ("Contractor"). Contractor and Court are sometime
referred to herein collectively as "Parties" or individually as "Party."

RECITALS

WHEREAS, Assembly Bill 178 (Stats. 2022, Section 1) amending the Budget Act of 2022, provided funding "to support court and law enforcement costs to ensure that firearms and ammunition have actually been removed [from individuals] pursuant to court order." (AB 178.)

WHEREAS, pursuant to AB 178, Court is to receive funding from the Judicial Council of California ("Judicial Council") for the Firearm Relinquishment Grant Program ("Program") under the terms and conditions of the Agreement 2023-036 between the Court and the Judicial Council ("Contract") to create or expand a firearm relinquishment project ("Project");

WHEREAS, Superior Court of California, County of Los Angeles ("Court") desires to subcontract with County of Los Angeles Sheriff's Department ("Contractor") to provide certain Project Activities ("Project" or "Project Activities" or, if singular, "Project Activity") to complete the Program objectives set forth in the Contract;

WHEREAS, the Judicial Council has consented to the Court's subcontracting with the Contractor for certain activities necessary to complete the Program objectives as set forth in the MOU;

WHEREAS, it is the intent of the parties that such activities be in conformity with the Contract and all applicable federal, state, and local laws;

NOW, THEREFORE, the Parties hereto agree as follows:

1. **Project Activities**

- **Scope of Activities.** Any funding provided by the Court ("Funds") may only be used by Contractor to perform activities related to firearm relinquishment that cannot reasonably or safely be done by the Court.
- 1.2 <u>Funds for Project Activities</u>. The maximum amount the Court will pay Contractor under this Memorandum is \$1,658,229.00 unless modified by written agreement of the parties ("Amount"). The Court will pay Contractor pursuant to the Reimbursement Process described in Exhibit **B**.
- **1.3** Project Schedule. Contractor will complete all Project Activities no later than June 30, 2025.

1.4 Funded Activities. Project Activities that will be funded by the Court include:

The Court will partner with the Contractor to pilot use and effectiveness of an electronic notification portal that will inform the law enforcement agency of violations of court orders to relinquish firearms, firearm parts, and/or ammunition. The application will be deployed within the grant period and the Court and Contractor will monitor the program based on data collection as required by the grant. The Court will also pilot electronic reporting in compliance with Family Code section 6306 to report to designated county and state agencies when a domestic violence restraining order is issued for a person on probation, parole, and/or has an outstanding warrant. Contractor will:

- Provide subject matter experts to assist with business requirements of the portal to be developed
- Provide information for jurisdiction determinations for reporting
- Provide training for officers and staff
- Provide access to and manage users for the portal
- Collaborate with Information System Advisory Body for integration with law enforcement agencies county-wide communication infrastructure

2. Project Reporting Requirements

- **2.1** Contractor shall collect uniform data and reporting information as required by the Court including, but not limited to:
 - i. The number of filings addressed by type of order.
 - ii. The number of firearm-related background checks conducted.
 - iii. The range and average number of days from the firearm and ammunition prohibition by the court to confirming removal or relinquishment.
 - iv. The number of individuals who relinquish firearms voluntarily, the associated number of firearms relinquished, and to whom firearms were relinquished.
 - v. The number of firearms removed by law enforcement and their disposition.
- **2.2** Participate fully in any Judicial Council sponsored evaluation of the Project.
- 2.3 Contractor will submit periodic reports to the Court as set forth in Table A-1. The purpose of the periodic reports is to provide the Court and the Judicial Council with an evaluation of the Project. Failure to supply a periodic report will result in a delay of payment under this Memorandum.

Table A-1

Description/ Period of Performance	Due Date
February 1 – April 30, 2023	May 19, 2023
May 1 – July 31, 2023	August 18, 2023
August 1, 2023 – October 31, 2023	November 17, 2023
November 1, 2023 – January 30, 2024	February 16, 2024
February 1 – April 30, 2024	May 17, 2024
May 1 – July 31, 2024	August 16, 2024
August 31 – October 31, 2024	November 15, 2024
November 1, 2024 – January 30, 2025	February 14, 2025
February 1 – April 30, 2025	May 16, 2025
May 1 – June 30, 2025	July 18, 2025

- i. A template and instructions for submitting periodic reports will be sent electronically to the Contractor by the Court or Judicial Council. The Judicial Council or Court may revise data collection and/or reporting requirements at any time, as needed by the Judicial Council to complete its report to the Legislature. Contractor shall have at least 30 days to incorporate new data and/or reporting requirements into their reporting system.
- ii. <u>Verification.</u> Upon request by the Court for additional back-up information regarding any Project Activity, Contractor shall provide such backup within 15 calendar days of the Court's request.
- iii. <u>Dispute Resolution</u>. The Parties agree to work in good faith to attempt to reach a mutually satisfactory resolution of any dispute arising from the Project Activities or any work done or proposed to be done under this MOU.
- iv. Retention of Records and Audit. The use by Contractor of funds received from the Court is restricted solely to the implementation of firearms relinquishment activities in accordance with AB 178 and this MOU. Contractor shall maintain all financial data, supporting documents, and all other records relating to the performance and billing under this Memorandum for a period in accordance with state and federal law, a minimum retention period being no less than five (5) years. The retention period begins upon the date of submission of the final request for payment to Court. Contractor must permit the authorized representative of the Court, the Judicial Council of California ("Judicial Council"), or their designees to inspect or audit, at any reasonable time, any records related to this MOU. This MOU is subject to review and audit by the State Auditor.

- v. No Supplanting. Funds provided by the Court to Contractor shall not be used to supplant or replace already allocated funding for the salaries of Contractor staff or other Contractor expenses. Pursuant to this MOU, Contractor certifies that no supplantation of federal, state or local funds shall occur in its provision of Project Activities. Funds provided by the Court shall only be used for new or expanded Project Activities for which no funds have been previously identified.
- vi. <u>Lobbying</u>. Funds provided by the Court to Contractor shall not be used, indirectly or directly, to influence executive orders or similar promulgation by federal, state, or local agencies, or to influence the passage or defeat of any legislation by federal, state, or local legislative bodies.
- vii. <u>Political Activities</u>. Contractor shall not contribute or make available funds provided to the Contractor to any political party or association, or to the campaign of any candidate for public or party office. Contractor shall not use funds awarded to advocate or oppose any ballot measure, initiative, or referendum. Contractor and employees of Contractor shall not identify the Court or the Judicial Council with any partisan or nonpartisan political activity associated with the political party or association or campaign or any candidate for public or party office.

3. <u>Term</u>

- 3.1 <u>Term.</u> The term of this MOU shall commence on the Effective Date and shall expire on June 30, 2025, unless terminated by either Party in accordance with this MOU ("Term")
- 3.2 <u>Termination</u>. Either Party may terminate this MOU without cause (for convenience) by giving at least 30 calendar days' notice to the other Party. The Court's obligations under this MOU are subject to availability of funds. Expected or actual funding may be withdrawn, reduced, or limited prior to the expiration or termination of this MOU. Either Party may terminate this MOU, in whole or in part, immediately "for cause" if (i) the other Party fails or is unable to meet or perform any of its duties under this Memorandum, and this failure is not cured within ten (10) days following notice to that party of a notice of default; or (ii) Contractor makes or has made under this MOU any representation, warranty, or certification that is or was incorrect, inaccurate, or misleading.
- 3.3 Procedure on Termination. No later than 15 days after termination of this Memorandum for any reason: (i) each Party shall promptly provide to the other Party any and all finished and unfinished reports, data, studies, and other documents prepared pursuant to this Memorandum and required by law or by this Memorandum to be provided to the other Party; (ii) the Contractor shall provide to the Court all reports, data, or other documents required by law or by this Memorandum.

3.4 <u>Survival</u>. Rights and obligations of the Parties that, by their nature, should survive the termination or expiration of this Memorandum, including but not limited to sections 2 and 3, shall remain in effect after termination or expiration of this Memorandum, including any section of this Memorandum that states it shall survive such termination or expiration.

4. **General Provisions**

4.1 Deficient Performance

- i. In the event the Court deems the Contractor to be deficient in any aspects of performance under this Memorandum, the Contractor shall submit a proposed corrective action plan to the Court. The corrective action plan shall identify specific action to be taken to correct the deficient performance and shall be submitted within forty-five (45) days after notification of the deficiencies. Should the Contractor fail to present a corrective action plan as required or take appropriate corrective action, the Court shall notify the Contractor in writing that this Memorandum is terminated or suspended, in whole or in part.
- ii. Without limitation, the Court may suspend or terminate the Memorandum in whole or in part, in accordance with the provisions of this Memorandum, for the following reasons:
 - a. An expenditure outside the Project scope.
 - b. Court or Subcontractor's non-compliance with any applicable laws, regulations, or with the terms and conditions of this Memorandum.

4.2 Suspension of Work

The Court may, at any time, issue a Suspend Work Order to require the Contractor to stop all, or any part, of the Project Activities of this Memorandum, for a period up to ninety (90) days after the Suspend Work Order is delivered to the Contractor, and for any further period to which the Parties may agree. The Suspend Work Order shall be specifically identified as such and shall indicate it is issued under this provision. Upon receipt of the Suspend Work Order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the Project Activities covered by the Suspend Work Order during the period of Project Activities stoppage. Within a period of ninety (90) days after a Suspend Work Order is delivered to the Contractor, or within any extension of that period to which the Parties shall have agreed, the Court shall either:

- i. Cancel the Suspend Work Order; or
- ii. Terminate the Project Activities covered by the Suspend Work Order, pursuant to termination provisions in this Memorandum..

If a Suspend Work Order issued under this provision is canceled or the period of the Suspend Work Order or any extension thereof expires, the Contractor shall resume Project Activities. The Court shall make an equitable adjustment in the delivery schedule, if applicable.

- 4.3 <u>Entire Agreement</u>. This MOU contains the entire and complete understanding of the Parties hereto and supersedes any and all other previous or contemporaneous agreements, representations, and warranties, whether oral or written.
- 4.4 <u>Amendment</u>. No addition to or alteration of the terms of this Memorandum shall be valid unless made in the form of a written amendment to this Memorandum that is formally approved and executed by the Parties.
- <u>Days</u>. Unless specifically stated to the contrary, all references to days herein shall be deemed to refer to calendar days. If the final date for payment of any amount or performance of any act falls on a Saturday, Sunday, holiday or furlough day of either Party, such payment shall be made, or act performed on the next succeeding business day.
- 4.6 <u>Further Assurances</u>. Each Party hereto agrees to cooperate with the other, and to execute and deliver, or cause to be executed and delivered, all such other instruments and documents, and to take all such other actions as may be reasonably requested of it from time to time, in order to effectuate the provisions and purposes of this Memorandum.
- 4.7 <u>Assignment</u>. Contractor may not assign, delegate, or subcontract this MOU, in whole or in part, without the prior written consent of the Court, and any such attempted assignment, delegation, or subcontracting without consent shall be void.
- Notices. Any notices required or permitted hereunder shall be in writing and may (a) be personally delivered; (b) be mailed by depositing such notice in the United States mail, first class postage prepaid; or (c) be sent by reputable overnight delivery service; addressed as follows or to such other place as each Party hereto may designate by subsequent written notice to the other Party:

If to Court:

Anaruth Gonzalez, Director
Family Law, Probate & Mental Health
Superior Court of CA, County of Los Angeles
Stanley Mosk Courthouse
111 North Hill Street
Los Angeles, CA 90012
(213) 633-0133
Agonzalez2@lacourt.org

If to Contractor:

A/Captain Robert G. Peacock Major Crimes Bureau- APPS Task Force County of Los Angeles Sheriff's Department 11515 S. Colima Rd, Whittier, CA 90604 (562) 946-7008 rgpeacoc@lasd.org

- 4.9 <u>Waiver</u>. Any waiver by either Party hereto of a breach of any of the terms of this Memorandum shall not be construed as a waiver of any succeeding breach of the same or other term of this Memorandum.
- **4.10** <u>Binding Effect</u>. This Memorandum shall be binding upon the permitted successors and assigns of the Parties, subject to the non-assignment provision previously stated.
- **4.11** Counterparts. This Memorandum may be executed in one or more counterparts, all of which together shall constitute one and the same agreement.
- 4.12 <u>Severability</u>. In the event any provision of this Memorandum is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force and effect without being impaired or invalidated in any way, and the Parties wish for this Memorandum to be reformed by court order or directive to the greatest extent possibleto reflect their original intent.
- **4.13** Governing Law. This Memorandum shall be construed under the laws of the State of California, without regard to its conflict of law provisions.
- 4.14 <u>Certification of Authority to Execute this Memorandum</u>. The Parties certify that the individual(s) signing below on behalf of the Party has authority to execute this Memorandum on behalf of the Party and may legally bind the Party to the terms and conditions of this Memorandum, and any attachments hereto.
- 4.15 <u>Independent Contractor</u>. Contractor shall perform this Memorandum as an independent contractor, exercising due care and conducting the Project Activities with such skill that is customary for providers of such activities. Contractor and the officers, agents, employees, and personnel of Contractor are not, and shall not be deemed, judicial branch employees for any purpose, including workers' compensation and shall not be entitled to any of the benefits accorded to judicial branch employees.

4.16 Compliance with Laws.

i. Attached to this Memorandum as Exhibit A is a copy of the relevant portions of AB 178, which authorizes Contractor to enter into this Memorandum.

- ii. Each Party's performance of its obligations under this Memorandum is subject to compliance with applicable federal, state and local laws, rules and regulations. Each Party will comply with all laws, rules, and regulations applicable to the performance of this Memorandum, including laws, rules, and regulations prohibiting discrimination and unlawful harassment. Notwithstanding any provision to the contrary in this Memorandum, the Parties agree that no provision of this Memorandum will require any Party to violate any applicable statute, rule of law or regulation.
 - iii. Contractor certifies, under penalty of perjury, that it: (i) is in compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code); (ii) is in compliance with the California Fair Employment and Housing Act (Chapter 7 (commencing with Section 12960) of Part 2.8 of Division 3 of the Title 2 of the Government Code); (iii) does not have any policy against any sovereign nation or peoples recognized by the government of the United States, including, but not limited to, the nation and people of Israel, that is used to discriminate in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the California Fair Employment and Housing Act (Chapter 7 (commencing with Section 12960) of Part 2.8 of Division 3 of Title 2 of the Government Code), and (iv) any policy adopted by a person or actions taken thereunder that are reasonably necessary to comply with federal or state sanctions or laws affecting sovereign nations or their nationals shall not be construed as unlawful discrimination in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the California Fair Employment and Housing Act (Chapter 7 (commencing with Section 12960) of Part 2.8 of Division 3 of Title 2 of the Government Code.
- 4.17 <u>Insurance</u>. Contractor shall procure and provide to the Court proof of adequate insurance coverage before commencing the Project Activities. The Contractor's insurance policies must be endorsed to include the Court as an additional insured. The Court must receive certificates of insurance from Contractor prior to the beginning of any Project Activities. Contractor shall maintain insurance coverage that is appropriate to its operations and the nature of the Project Activities.
- 4.18 <u>Indemnity.</u> Contractor shall indemnify, defend, and hold harmless the Court and California judicial branch entities from all claims, expenses, costs, or liabilities arising out of Contractor's acts or omissions, or its noncompliance with the terms of this MOU. Court and California judicial branch entities shall indemnify, defend, and hold harmless the Contractor from all claims, expenses, costs, or liabilities arising out of Court's acts or omissions, or its noncompliance with the terms of this MOU.
- **4.19** <u>Judicial Council</u>. The Judicial Council shall be deemed to be a third-party beneficiary of this MOU.
- **4.20** <u>Confidentiality</u>. Contractor shall keep confidential all financial, statistical, and personal information (including information regarding Court users and Court

personnel) relating to the Court's or the Judicial Council's operations, including information designated as confidential or which a reasonable person would deem to be confidential.

4.21 <u>Risk Allocation</u>: The Parties waive the per capita risk allocation set forth in Government Code section 895.6. Instead, the Parties agree that if one of them is held liable upon any judgment for damages caused by a negligent or wrongful act or omission occurring in the performance of this MOU, the Parties' respective pro rata shares in satisfaction of the judgment will be determined by applying principles of comparative fault.



AUTHORIZATION PAGE

Sheriff

IN WITNESS THEREOF, the Superior Court of California, County of Los Angeles has caused this MOU to be subscribed by its Executive Officer/Clerk of Court, the seal of said Court is hereto affixed, and the County of Los Angeles, by and through, the County of Los Angeles Sheriff's Department has caused this MOU to be subscribed on its behalf by its duly authorized officer.

SUPERIOR COURT OF CALIFORNIA	۱,
COUNTY OF LOS ANGELES	



			The same of the sa
By:	David W. Slayton	Date:	
	Executive Officer/Clerk of Court		
COI	UNTY OF LOS ANGELES, LOS ANGELE	S COUNTY SHERIFF'	S DEPARTMENT
By:		Date:	
,	Robert G. Luna		

EXHIBIT A

Requirements under Assembly Bill 178 (Stats. 22, ch. 45)

- 11. Of the amount appropriated in Schedule (3), \$40,000,000 shall be allocated to the Judicial Council to support a court-based firearm relinquishment program to ensure the consistent and safe removal of firearms from individuals who become prohibited from owning or possessing firearms and ammunition pursuant to court order. This funding shall be available for encumbrance or expenditure until June 30, 2025. Any unspent funds shall revert to the General Fund.
- 12. Of the amount appropriated in Provision 11, \$36,000,000 shall be allocated to the Judicial Council to support a firearm relinquishment program. The Judicial Council shall select the courts and determine specific allocation amounts, ensuring that there is diversity in geographic location and court size. The Judicial Council, at minimum, shall prioritize those courts with higher numbers of domestic violence restraining orders or gun violence restraining orders. The Judicial Council may also consider prioritizing counties with higher rates of gun ownership or higher increases in gun ownership since March 2020.
- 13. The amount allocated in Provision 12 may be used to support court and law enforcement costs to ensure that firearms and ammunition have actually been removed pursuant to court order. Priority shall be given to activities related to domestic violence restraining orders, gun violence restraining orders, or any other civil court order. Permissible activities include, but are not limited to, the following:
- a) Processing cases, providing assistance with completing forms, conducting compliance hearings, making referrals to prosecuting agencies and law enforcement, and coordinating the relinquishment of firearms and weapons pursuant to criminal or civil court orders.
- b) Processing and serving court orders, informing individuals how they may relinquish their firearms and ammunition, investigating whether they have been relinquished, and removing them where necessary.
- c) Consulting and updating firearms-related systems, including the Automated Firearms System, as well as reporting firearm disposition information to the Department of Justice.
- d) Collecting data and reporting information as required by the Judicial Council.
- e) Regional planning, coordination, or collaboration with neighboring courts, law enforcement, or other partners.
- f) Any activities associated with implementing Chapter 685 of the Statutes of 2021.
- 14. Each court that receives funding pursuant to Provision 12 shall contract with at least one law enforcement agency located within the county for activities that cannot reasonably and safely be conducted by the court. Law enforcement agency is defined as probation departments, sheriff's

offices, police department, or multiagency teams including some or all of these agencies in a jurisdiction. Such activities include, but are not limited to, investigating whether firearms and ammunition have been relinquished, removing them if necessary, and reporting firearm disposition information to the Department of Justice. At least 30 percent of the funding allocated to each court shall be available for court contracts with law enforcement agencies.

- 15. The Judicial Council shall determine the process and criteria used to allocate the funding available in Provision 12. Each court seeking funding, at minimum, shall provide the following information: a description of the activities that shall be supported, the proportion that will be used for activities pursuant to civil versus criminal proceedings, the number of staff that will be supported, any entity with which the court may contract to provide a service, and a copy of the contract with one or more law enforcement agencies.
- 16. Of the amount appropriated in Provision 11, up to \$4,000,000 shall be retained by the Judicial Council for costs associated with supporting, conducting oversight, collecting data, and evaluating the firearms relinquishment program. The Judicial Council shall contract with the University of California Firearm Violence Research Center at the University of California, Davis, or an equivalent entity to conduct the evaluation of the firearm relinquishment program and submit a report to the Legislature pursuant to Section 9795 of the Government Code, no later than March 1, 2025. Any funds unspent for this purpose may be allocated to the courts that receive funding from the Judicial Council pursuant to Provision 12 for the uses specified in Provision 13.
- 17. Each court and their contractors who are granted funding from the Judicial Council shall report funding, outcome, and any other data required by the Judicial Council. The Judicial Council's reporting requirements shall include, to the extent permitted by law, the information required by the University of California Firearm Violence Research Center at the University of California, Davis, or equivalent entity.
- 18. By October 1 of each year, beginning in 2023 and ending in 2025, the Judicial Council shall provide a report to the Joint Legislative Budget Committee describing how the funding has been allocated, how the funding has or will be used by each court, the structure of the program at each court, the roles and responsibilities of the court and its contractors, any implementation challenges or other challenges faced, and key data outcomes by each court. Such outcomes, at minimum, shall include: the number of filings addressed by type of order, the number of firearm-related background checks conducted, the range and average number of days from the firearm and ammunition prohibition by the court to removing or confirming relinquishment, the number of individuals who relinquish firearms voluntarily, the number relinquished, to whom the firearms were relinquished, and the number of firearms removed by law enforcement and their disposition.

END OF EXHIBIT

EXHIBIT B

PAYMENT PROVISIONS

1. AMOUNT

- A. The maximum amount the Court will pay Contractor under this Memorandum is \$1,658,229.00 ("Amount"), unless modified pursuant to Section 6 below. The Court will pay Contractor pursuant to the Reimbursement Process described in Section 4 below.
- B. The Amount must be used exclusively for Project Activities.

2. FUNDING REQUIREMENTS

Contractor will comply with the following requirements:

- A. Funding from this Memorandum may not be expended by Contractor or reimbursed by the Court beyond June 30, 2025, with the final approved Request for Funds received by the Court no later than July 15, 2025.
- B. Funds may not be used:
 - i. To contract with a current employee of any judicial branch entity on the Contractor employee's own behalf, or with a former employee of the Court or the Judicial Council, as prohibited by rules 10.103 and 10.104 of the California Rules of Court;
 - ii. For the construction or rental of facilities; or

For routine replacement of office equipment, furnishings, or technology. "Routine" replacement can be defined as purchasing equipment to replace *existing* equipment based on normal wear and tear according to a certain schedule (e.g. every 3 years). This is different than purchasing new equipment, furniture, or technology for the purposes of the Firearm Relinquishment Program. This would be a distinction between "routine" v. new items purchased for the Project and not a contradiction or conflict.

3. REIMBURSABLE EXPENSES

A. Court funding of Project Activities is subject to the Court's acceptance and review of the Project Activities. If the Court rejects any request by Contractor for reimbursement, Contractor shall modify such request at no expense to the Court to correct the relevant deficiencies within ten (10) business days after the Court's rejection, unless otherwise agreed in writing by the Court. Thereafter, the Parties shall repeat the process set forth in this section until the Court accepts such corrected request. The Court may, at any time, issue a suspend work order to require Contractor to stop all, or any part, of the Project Activities, for a period up to ninety (90) days. If the suspend work order issued under this provision is canceled or the period of the suspend work order expires, Contractor shall resume the Project Activities.

B. Contractor may bill the Court for the allocable, allowable and reasonable personnel services and operating expenses associated with the Project. Operating expenses shall consist of actual costs paid by Contractor for Project expenditures. Operating expenses include but are not limited to: staff training, office supplies, furniture, travel, printing, publishing, photocopying, postage, etc.

4. REIMBURSEMENT PROCESS

- A. To be reimbursed, expenses must be between February 1, 2023 and June 30, 2025.
- B. Reimbursement is contingent upon the Court's confirmation that a submitted Report of Expenditures and Request for Funds complies with the requirements of this Memorandum. Contractor must submit the reimbursement request and all associated documentation to the Court by the 10th of each month that includes all allocable, allowable and reasonable costs for the Project for the period covered by the Request for Funds.
- C. The Contractor must submit a Report of Expenditures and Request for Funds monthly using a form agreeable to both Parties.
- D. Contractor must provide copies of actual vendor receipts for goods purchased. Purchase order forms, bank credit or debit card statements, County journal entry forms, e-mail communications between vendors and employees, and internal payment records will not substitute for the actual vendor receipts. Contractor must provide payment information, such as check/warrant numbers and paid dates noted on the vendor receipts of a copy of the vendor payment check to substantiate the amount claimed. Contractor's claim will not be processed until all required documentation and/or information is provided.
- E. All vendor receipts must include the vendor's name, address, the party being billed, description of goods and services purchased, date of purchase, receipt number, cost per unit, total quantity purchased, and the total costs. For professional services, a vendor may submit a claim on its letterhead. In that case, the vendor receipt must reflect all of the items above and a description of services provided.
- F. The receipts of internet orders must clearly provide the vendor's name and address, date of order, description of goods and services, unit price, quantity ordered, total costs, and the name of the person or organization purchasing the goods and services.
- G. Contractor must have a written agreement with the party if any Project Activities are performed by a party other than Contractor. Contractor must submit a copy of the agreement with any such subcontractor to the Court. Contractor's claim will not be processed for payment until Contractor submits a copy of such agreement to the Court.
- H. For reimbursement, goods must be ordered and services must be performed during the contract period of February 1, 2023 to June 30, 2025 ("Term"). All obligations for goods ordered and services performed during the Term must be

fully paid prior to the Contractor's final Report of Expenditures and Request for Funds. The Contractor's final Report of Expenditures and Request for Funds must be received by the Court no later than July 15, 2025.

- I. Recording of Hours or Costs Expended.
 - i. Time Sheet. Contractor must submit Time Sheets using the form provided by the Court for all time pertaining to this Project. All Project-funded staff must submit time sheets reflecting 100% of hours worked for a particular pay period. These time sheets must include the original signatures of both the employee and a supervisor.
 - ii. Report of Expenditures for Funds. The Contractor must submit a Report of Expenditures and Request for Funds to the Court monthly using a form agreeable to both Parties. A Contractor representative shall sign the Report of Expenditures and Request for Funds.
- J. Transportation, Meals and Lodging Expenses.
 - i. Contractor may be reimbursed for actual expenses incurred for reasonable and necessary transportation, meals, lodging and other travel-related expenses required to perform the work of this Memorandum. For overnight travel, the Court will reimburse the Contractor for reasonable and actual meal and lodging expenses. Meals shall be reimbursed at the actual cost not to exceed the following maximum amounts per person per day:
 - a. Breakfast \$16.25
 - b. Lunch \$21.25
 - c. Dinner \$52.75
 - ii. Incidental expenses shall not exceed six dollars (\$6.00) per person for each full 24-hour period. The Court will not reimburse Contractor for incidental expenses incurred in connection with travel of less than 24 hours or for fractional days.
 - iii. Lodging costs may not exceed \$250.00 per person per day plus tax and energy surcharge in San Francisco County; \$125.00 per person per day plus tax and energy surcharge in Monterey and San Diego Counties; \$120.00 per person per day plus tax and energy surcharge in Los Angeles, Orange and Ventura Counties; \$140.00 per person per day plus tax and energy surcharge in all other California counties.
 - iv. For necessary private vehicle ground transportation usage, the Court will reimburse the Contractor at the applicable IRS-approved rate per mile.
 - v. All air transportation is limited to coach fares and must be booked a minimum of fourteen (14) days prior to travel, unless the person whom the Court designates as the Project manager agrees otherwise in writing.
 - vi. Contractor must provide actual copies of all receipts for reimbursement of transportation and lodging expenses.

- vii. Contractor must provide documentation which reflects the purpose and duration of the travel, such as meeting agendas, conference brochures or prospectuses, registration documents, etc.
- viii. Out of State Travel Request: Any travel outside California is considered out of state travel. Contractor must submit an out of state travel approval request using the form provided by the Court to request reimbursement for out of state travel expenses. To be reimbursed, all out of state travel must be pre-approved by the person whom the Court designates as the Project's manager before any such expenses are incurred.

5. DISBURSEMENT PROCESS

A. If Contractor receives reimbursement from the Court for goods or services that are later disallowed by the Judicial Council, the Contractor will promptly refund the disallowed amount to the Court upon the Court's request. At its option, the Court may offset the amount disallowed from any payment due or that may become due to the Contractor under this Memorandum or any other agreement.

6. BUDGET MODIFICATIONS

- A. Authorized Contractor personnel shall submit a written request to the person whom the Court designates as the Project's Manager requesting any Project changes, including personnel changes, and explaining the need for such changes. Upon written approval by the Court, if the requested changes include budget changes, the Contractor will submit a revised Project budget. Unless an amendment is necessary, as provided in section B below, once the revised budget and budget narrative are approved by the Project's Manager designated by the Court, the Contractor may use the revised budget.
- B. A written amendment to this Memorandum pursuant to Memorandum section 4.4 shall be required if requested budget changes exceed the amounts set forth in subsections (i) or (ii), below. If requested changes do not exceed these amounts, however, no such amendment shall be required.
 - i. A cost increase to any existing line item of a reimbursable category in the Project budget (personnel, operating and/or indirect costs) which is more than ten percent (10%) of the amount; or
 - ii. A new line item not included in the Project budget.

END OF EXHIBIT



COUNTY OF LOS ANGELES PROBATION DEPARTMENT

9150 EAST IMPERIAL HIGHWAY – DOWNEY, CALIFORNIA 90242 (562) 940-2501



October 17, 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:

AUTHORIZATION TO ACCEPT GRANT FUNDING FROM THE GREATER LA EDUCATION FOUNDATION (ALL SUPERVISORIAL DISTRICTS) (4-VOTES)

SUBJECT:

Authorize to accept grant funding from the Greater LA Education Foundation (GLA).

IT IS RECOMMENDED THAT YOUR BOARD:

- Authorize the Interim Chief Probation Officer or designee to accept grant funding from GLA for an estimated amount of \$325,000 to develop a Best Buy Teen Tech Center at Campus Kilpatrick.
- 2. Authorize the Interim Chief Probation Officer or designee to execute and enter into any agreements, amendments, related documents, or extensions with the GLA.
- 3. Approve the attached appropriation adjustment in the amount of \$325,000 (Attachment) to the Los Angeles County Probation Department's (Probation) FY 2023-24 operating budget.

PURPOSE/JUSTIFICATION OF RECOMMENDATION

The purpose of the recommended actions is to authorize the Interim Chief Probation Officer or designee to accept grant funding and enter into an agreement form GLA. Probation's grant award is estimated at \$325,000 for de development of a Best Buy Teen Tech Center at Campus Kilpatrick.

The purpose of the grant is to support capital improvements onsite, purchase necessary furniture and technology, and fund staff to support program implementation. The Best Buy Teen Tech Center will be part of the Los Angeles Community Impact Hub (LA CIH), a regional expansion of Teen Tech Centers around Los Angeles County. The goal of LA CIH is to connect local youth with the technology, training, and additional support they need for 21st century careers.

Inside Best Buy Teen Tech Center teens leverage technology to develop projects based on their own interests such as: creating art, producing music and animations; designing their own science simulations and mobile applications; writing and illustrating interactive poetry, stories and films; building kinetic sculptures and robotic constructions; and designing their own 3D worlds and games. In the process, youth become excited about learning and fluent with new technologies, developing skills and experiences to help them succeed in their careers, contribute to their communities and lead outstanding lives.

<u>IMPLEMENTATION OF STRATEGIC PLAN GOALS</u>

The recommended actions are consistent with the County of Los Angeles Strategic Plan Goal I: Make Investments That Transform Lives. Specifically, it will address Strategy I.2 to Enhance Our Delivery of Comprehensive Interventions, and Goal III: Realize Tomorrow's Government Today.

FISCAL IMPACT/FINANCING

The grant funding is \$325,000. Approval of the attached appropriation adjustment (Attachment) will increase the appropriation and revenue by an amount of \$325,000 for the development of the Best Buy Teen Tech Center at Campus Kilpatrick with no impact to net County cost.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

In 2012, the Best Buy Foundation launched a program aimed at building a network of state-of-the-art "Best Buy Teen Tech Centers" in communities across North America. These Teen Tech Centers are free after school programs that provide a creative and safe learning environment. To continue the growth of this program, the Best Buy Foundation has partnered with internationally-acclaimed The Clubhouse Network (TCN), an organization founded in collaboration with the MIT Media Lab. With a solid 28-year record of demonstrated success serving thousands of youth and giving them the confidence and resources to change their lives, TCN has a replicable model for technology learning in community-based organizations around the world.

In Los Angeles County, the Best Buy Foundation is partnering with GLA and the Annenberg Foundation to create a Community Impact Hub. Centered around a network of 10-12 Teen Tech Centers across LA County, the Community Impact Hub will provide unprecedented tech access, mentorship, skill-building and career opportunity to teens in disinvested communities across Los Angeles County. Underpinned by innovative education and career

development opportunities in entrepreneurship and the creative economy, the program will reach at least 3000 teens annually. And, through a coalition of public and private sector partners, we'll ensure local industry is ready to embrace a new generation of designers, engineers, animators and innovators.

On September 29, 2022, Probation submitted grant application to the GLA for the Best Buy Teen Tech Center Grant.

On February 2, 2023, GLA notified Probation of the Best Buy Teen Tech Center allocation award in the amount of \$325,000.

Probation intends to submit a request to the State to approve modifications. Construction and modifications of the Best Buy Teen Tech Center will not commence until approvals are received.

IMPACT ON CURRENT SERVICES

The funding provided by this grant will provide Probation with resources to develop a Best Buy Teen Tech Center and will afford Probation the opportunity to enhance its rehabilitation efforts in providing training and education to the probation youth.

Respectfully submitted,

Guillermo Viera Rosa Interim Chief Probation Officer

GVR:TH:JK:sb

Attachment

c: Executive Officer
County Counsel
Chief Executive Office

REQUEST FOR APPROPRIATION ADJUSTMENT DEPARTMENT OF ROBATION ADJUSTMENT BEALANCES AND AVAILABLE THE FOLLOWING APPROPRIATION ADJUSTMENT IS DEEMED NECESSARY BY THIS DEPARTMENT. PLEASE CONFIRM THE ACCOUNTING ENTRIES AND AVAILABLE BALANCES AND FORWARD TO THE CHIEF FEXCUTIVE OFFICER FOR HER RECOMMENDATION OR ACTION. ADJUSTMENT REQUESTED AND REASONS THEREFORE FY 2023-244 4 - VOTES PROBATION - JUVENILE INSTITUTIONS SERVICES AD1-89-2-9441-2700-17250 SOURCES PROBATION - JUVENILE INSTITUTIONS SERVICES AD1-89-2-9441-2700-17250 SERVICES & SUPPLIES SINCREASE REVENUE 325,000 USES TOTAL S 325,000 USES TOTAL S 325,000 USES TOTAL S 325,000 ADPROVED AS REQUESTED AUTHORIZED SIGNATURE GINA M. EVENCE, CHIEF FINANCIAL OFFICER BOARD OF SUPERVISOR'S APPROVAL (AS REQUESTED/REVISED) REFERRED TO THE CHIEF RECOMMENDATION REFERRED TO THE CHIEF RECOMMENDATION RECOMMENDATION RECOMMENDATION RECOMMENDATION RECOMMENDATION RECOMMENDATION APPROVED AS REQUESTED CHIEF EXECUTIVE OFFICER BY CHIEF EXECUTIVE OFFICER BY CHIEF EXECUTIVE OFFICER BY	PINK BA FORM 10142022			BOARD OF SUPERVISORS OFFICIAL COPY
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ANTHONY C. MARRONE FIRE CHIEF FORESTER & FIRE WARDEN

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

October 17, 2023

COUNTY OF LOS ANGELES FIRE DEPARTMENT

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



BOARD OF SUPERVISORS JANICE HAHN, CHAIR FOURTH DISTRICT

HILDA L. SOLIS FIRST DISTRICT HOLLY J. MITCHELL SECOND DISTRICT

LINDSEY P. HORVATH THIRD DISTRICT KATHRYN BARGER FIFTH DISTRICT

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:

MEMORANDUM OF AGREEMENT WITH THE LOS ANGELES EMERGENCY PREPAREDNESS FOUNDATION, INC. (THIRD DISTRICT) (3 VOTES)

SUBJECT

The Consolidated Fire Protection District of Los Angeles County (District) is requesting authorization to enter into a Memorandum of Agreement (MOA) with the Los Angeles Emergency Preparedness Foundation, Inc., (Foundation) a California non-profit public benefit corporation, for the provision of volunteer services identified in this MOA by the Foundation to the District.

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

- Authorize the Fire Chief, or his designee, to execute the MOA, in substantially similar form as attached between the District and the Foundation for the provision of volunteer services by the Foundation to the District.
- Delegate authority to the Fire Chief, or his designee, to execute all future amendments, modifications, extensions, and augmentations relative to the MOA, as necessary.
- 3. Delegate authority to the Fire Chief, or his designee, to approve other similar agreements or MOAs involving non-profit agencies participating in community-based

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

AGOURA HILLS ARTESIA AZUSA BALDWIN PARK BELL BELL GARDENS BELLFLOWER BRADBURY

CALABASAS

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emergency responses in support of the District, approved as to form by County Counsel.

- 4. Authorize the Foundation to utilize the District's logo on the Foundation's website to show the partnership and for any joint function or event as long as the Agreement is active.
- 5. Find the aforementioned actions as exempt from the provision of the California Environmental Quality Act (CEQA).

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The Board is requested to authorize the Fire Chief, or his designee, to enter into the attached MOA (Enclosure) with the Foundation to implement a pilot Community Brigade Program (Program) for volunteer services. The Program will provide a direct link between the District and residents living in the designated communities of Malibu West, Point Dume, Corral Canyon, Big Rock, Topanga Canyon, Hidden Hills, and County Line (pilot communities). The Program has been designed to provide specialized training for volunteers to engage with the District before, during and after major incidents. They will serve as a liaison to disseminate District educational materials on defensible space, home hardening, firewise landscaping, etc. on behalf of the District, act as peer support liaisons for their community, and assist with emergency preparedness needs in the pilot communities.

The Board is also requested to delegate authority to the Fire Chief to execute all future amendments, modifications, extensions, and augmentations relative to the MOA, as necessary, and approve other similar agreements or MOAs involving non-profit agencies participating in community-based emergency responses in support of the District and their communities, to be approved as to form by County Counsel.

Implementation of Strategic Plan Goals

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

FISCAL IMPACT/FINANCING

There is no fiscal impact.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The term of the MOA shall be for two years from the effective date and can be automatically renewed for extended periods of two years each unless either party terminates this MOA in writing.

County Counsel has approved this MOA as to form.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

There will be no impact on current services.

Approval of the recommended actions will enable the Fire District to engage the pilot communities with qualified unpaid volunteers to better respond to and support emergencies in the Santa Monica Mountains.

CONCLUSION

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

Consolidated Fire Protection District of Los Angeles County Planning and Grants Division Attention: Marcia Velasquez, Head, Planning & Executive Support 1320 North Eastern Avenue Los Angeles, CA 90063

The District contact may be reached at (323) 881-2404.

Respectfully submitted,

ANTHONY C. MARRONE, FIRE CHIEF

ACM:cs

Enclosure

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

MEMORANDUM OF AGREEMENT

Between

CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY

And

LOS ANGELES EMERGENCY PREPAREDNESS FOUNDATION, INC.

This Memorandum of Agreement ("MOA") is entered into as of ______,2023 ("Effective Date") by and between the Consolidated Fire Protection District of Los Angeles County ("District") and the Los Angeles Emergency Preparedness Foundation, Inc., a California non-profit public benefit corporation ("Foundation"), and collectively known as Parties.

RECITALS

WHEREAS, the District is a special district, governed by the County of Los Angeles ("County") Board of Supervisors.

WHEREAS, the Foundation was incorporated as a California non-profit public benefit corporation (501-c3) in 2008 with offices at 404 South Figueroa Street, 5th Floor – Suite 520 B, Los Angeles, CA 90071.

WHEREAS, the Foundation is organized for the purpose of supporting the Los Angeles region in building its level of disaster resiliency and capability in preparing for and responding to crisis events, "all hazards" community preparedness, mitigation, response, and recovery services in the designated Wildland Urban Interface (WUI) pilot communities ("Foundation Services") and to otherwise engage in any lawful act or activity for which a corporation may be organized under the General Corporation Law of California;

WHEREAS, the purpose of this MOA is to document a written understanding between the District and the Foundation defining each party's respective role and responsibilities in regard to the Community Brigade Pilot Program ("Program").

NOW, THEREFORE, in consideration of the recitals and mutual obligations herein contained, the District and the Foundation hereby agree that the understanding between them is as follows:

I. REPRESENTATIVES OF PARTIES.

A. The representatives of the respective parties who are authorized to administer this MOA and to whom formal notices, demands, requests, and communication shall be given are as follows:

For the District:
 Fire Chief Anthony C. Marrone
 Consolidated Fire Protection District of Los Angeles County
 1320 N. Eastern Ave.
 Los Angeles, CA 90063

 For the Foundation: Brent H. Woodworth, Chairman, and CEO 404 S. Figueroa St. 5th Floor-Suite 520B. Los Angeles, CA,90071

B. All notices required or permitted by this MOA shall be in writing and may be delivered in person or may be sent by regular, certified, or registered mail, email, to the persons above or to their delegates, during normal business hours, and notice shall be deemed sufficiently given if served in a manner specified in this paragraph.

II. TERM.

The term of this MOA shall be for two (2) years beginning on the Effective Date. The MOA can be automatically renewed for extended periods of two (2) years each unless either party cancels or terminates this agreement in writing. Upon termination, all Foundation volunteers participating in the Program shall return District issued identification cards or property belonging to the District within ten (10) business days. A failure to do so will result in the District reporting to the local authorities as lost or stolen District property. If an identification card is lost or stolen, the Foundation volunteer shall report to the District and adhere to District Policy procedures to replace the identification card.

III. ROLES AND RESPONSIBILITIES OF PARTIES.

District and the Foundation hereby agree that the understanding between them as to the respective roles, responsibilities, and financial relationship is as follows:

- A. <u>Authority; Fundraising.</u> The Foundation is authorized to raise funds in furtherance of its specific purposes and support of the Program at its own cost. The Foundation shall not use District resources and shall not use the District logo or County seal without prior written approval of the Board of Supervisors.
- B. <u>Foundation Employees & Volunteers.</u> The Foundation will make all hiring, retention, and compensation decisions respecting its employees, volunteers, consultants, and advisors. All such decisions shall be subject to all applicable laws. The Foundation and District will cooperate review of Program volunteer membership. The Foundation's employees, volunteers, consultants, and advisors will not be deemed employees, volunteers, consultants, advisors, representatives or agents of the District or the County.

C. Program Volunteers.

1. All Program volunteers must be members of the Foundation where the Foundation can exercise control over the volunteers' conduct and membership during Program activities. Program volunteers must comply with Foundation

policies, and sign a Waiver and Program Agreement (Appendix A), Responsibilities, Policies, and Procedures Agreement (Appendix B), and Community Brigade Program Volunteer Social Media and Electronic Use Policy (Appendix C) for operation within designated Pilot Communities (Appendix D).

- Once credentialed as detailed herein, Program Volunteers must also sign the District volunteer agreement and waiver forms in order to participate in the Program.
- 3. While participating in activities on behalf of, or under the direction of the District, Program Volunteers must comply with applicable County policies, including but not limited to the County's Policy of Equity and the District's Standards of Behavior.
- 4. Each Party that discovers a volunteer's failure to follow Foundation, County or District policies, Rules of Engagement, or any conduct that violates volunteer agreements must be immediately reported to the other.
- 5. The District reserves the right to refuse a volunteer's participation in Program activities.
- 6. Program Volunteer activities that are not performed pursuant to the California Emergency Services Act or are not in compliance with the County Chief Executive Office's "Insurance" page on their Risk Management webpage found at https://riskmanagement.lacounty.gov/insurance-programs-risk-transfer/are not eligible for the State's workers' compensation insurance coverage or the County's Accidental Death & Dismemberment insurance coverage.
- 7. The Foundation shall require Program Volunteers to comply with the Community Brigade Program Volunteer Social Media and Electronic Use Policy (Appendix CC)...
- D. <u>Advocacy.</u> The District will provide goodwill support to the Foundation's efforts, where legally permissible and as consistent with County of Los Angeles and District policies and practices, regarding the Program as the Foundation provides Foundation Services.
- E. <u>Credentials</u>. The District supports the issuance of authorized Program Volunteer credentials following District and County practices. The Foundation will be responsible for working with the Los Angeles County Sheriff's Department in handling the administrative tasks of background validation (live scan and background checks), registration, and tracking all issued credentials. Program Volunteers must use District live scan form and District routing number when live scanning. The Foundation must immediately notify District of any lost or stolen

credentials. The Foundation shall be responsible for the fees and costs of its volunteers associated with background evaluations and credentialing. These credentials shall designate members of the Community Brigade as volunteer disaster service workers per the State of California regulations. Credentials shall only be used while volunteers are acting as County or District Disaster Service Workers or while acting on behalf of, or under the direction of, the District during emergency preparedness or during Foundation Service activities where the District is participating with the Foundation. Credentials shall not be used by Program

Volunteers at any other time. Credentials cannot be transferred, shared or duplicated and are the sole property of the District.

F. Indemnification; Release. The Foundation must indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents and volunteers ("County Indemnitees") from and against any and all liability, including but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from and/or relating to the performance of this Contract, except for such loss or damage arising from the sole negligence or willful misconduct of the County Indemnitees.

IV. GOVERNING LAW.

This MOA will be governed by and construed and enforced in accordance with the laws of the State of California without reference to any principles of conflicts of law thereof.

V. ENTIRE AGREEMENT; AMENDMENTS; WAIVERS.

This MOA constitutes the entire agreement and understanding between the parties hereto and supersedes all prior agreements, promises, negotiations, or representations relating to the subject matter hereof. All amendments to this MOA must be in writing and signed by the parties hereto. No waiver hereunder will be valid unless in writing and signed by the parties hereto.

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IN WITNESS WHEREOF, the parties hereto have agreed and signed this MOA as of the Effective Date.

LOS ANGELES EMERGENCY PREPAREDNESS FOUNDATION, INC.

CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY

a California nonprofit public benefit corporation

5			
Brent \	Woodworth nan and CEO	_ ву	Anthony C. Marrone Fire Chief
DATE		DATE	
ATTEST:			
APPROVED AS	TO FORM:		
DAWYN R. HAR County Counse			
By Senior Depu	ty		
Attached:	• • • • • • • • • • • • • • • • • • • •	bilities, Policies,	eement and Procedures Agreement ram Volunteer Social Media and
Electronic Use			



COUNTY OF LOS ANGELES FIRE DEPARTMENT

COMMUNITY BRIGADE PROGRAM WAIVER AND PROGRAM AGREEMENT APPENDIX A

I,	being over the age of 18 and not being a
member or employee of the County of Los Angeles	or Consolidated Fire Protection District of
Los Angeles County, (collectively referred to as the	"Fire Department"), agree to volunteer for
the Community Brigade Program ("Brigade") with the	ne Los Angeles Emergency Preparedness
Foundation, Inc., in partnership with the Fire Depart	ment.

I understand that as a volunteering participant of the Brigade, I will be performing, but not limited to, conducting outreach and education with the public and during emergency events, conducting disaster services worker activities, within the confines of the Brigade.

As a participant in the Brigade, I hereby acknowledge, voluntarily and knowingly assume all such risks that I may be subjected to including the risk of death or personal injury or damage to my property while participating in emergency and non-emergency Brigade events, interacting with members of the public, riding in any vehicle assigned to the Fire Department and/or accompanied by a member or members of the Fire Department during the performance of their official duties.

I do hereby agree to the following:

- 1. I hereby release, waive, discharge, and covenant not to sue, the Fire Department, County of Los Angeles, Fire Chief of the County of Los Angeles Fire Department, their employees and representatives, their sureties, and each of them, its officers, employees, or agents, from any and all claims or liability including, but not limited to, personal injury, accidents or illnesses, including death, and property loss arising from participation in any and all Brigade related activities.
- 2. I agree to defend, indemnify and hold harmless the Fire Department, County of Los Angeles, Fire Chief of the County of Los Angeles Fire Department, their employees and representatives, their sureties, and each of them, its officers, employees, or agents, against any and all loss, damage, liability and expenses, manner of actions, causes of action, costs, expenses, damages or liability, including attorneys' fees brought by any third party arising from my negligent or intentional act or omission of my performance as a volunteer in the Brigade.
- 3. I hereby release, waive, discharge, and covenant not to sue, the Los Angeles Emergency Preparedness Foundation (LAEPF), their representatives, their sureties,

COMMUNITY BRIGADE PROGRAM WAIVER AND PROGRAM AGREEMENT APPENDIX A

and each of them, its officers, employees, or agents, from any and all claims or liability including, but not limited to, personal injury, accidents or illnesses, including death, and property loss arising from participation in any and all Brigade related activities.

- 4. I agree to defend, indemnify and hold harmless the Los Angeles Emergency Preparedness Foundation, their employees and representatives, their sureties, and each of them, its officers, employees, or agents, against any and all loss, damage, liability, and expenses, manner of actions, causes of action, costs, expenses, damages or liability, including attorneys' fees brought by any third party arising from my negligent or intentional act or omission of my performance as a volunteer in the Brigade.
- 5. The State of California Disaster Service Worker Volunteer Program provides worker's compensation coverage for authorized Program volunteers after volunteers have successfully cleared the Los Angeles County Sheriff's Department (LASD) background process and have registered with the Los Angeles County Emergency Management Council. This coverage applies when authorized volunteers act as Disaster Service Workers (DSW) on behalf of the District and when authorized volunteers are called upon, by the District, to participate in "All Hazards" support actions. Therefore, no separate worker's compensation coverage is provided by LAEPF or by Los Angeles County, the District, or LASD for members of the Program. Volunteers performing duties solely for the Program may not have County coverage or eligibility for State Worker's Compensation benefits. Volunteers understand that injury and death benefits are provided through the Disaster Service Worker Volunteer Program worker's compensation coverage.
- 6. Program volunteers have a duty to read and follow all rules of the Community Brigade Program. Failure to do so could cause the volunteer to be held accountable for the acts or omissions made by the volunteer and could include the dismissal of the volunteer from the Program. By signing this document, I do hereby agree that I shall follow all safety instructions as directed and take steps to understand instructions given to me by Fire Department personnel. I agree that my volunteer activities with the Brigade will not interfere with the duties and responsibilities of Fire Department personnel, especially while in the course of responding to emergency calls or jeopardize the safety of witnesses, medical treatment of patients and members of the public.
- 7. Upon successful completion of my background investigation and training, I will be issued an identification card (ID) from the Fire Department, which can only be used when performing volunteer activities with, or under the direction of, or on behalf of the Fire Department. The IDs shall not be used for any purpose other than activities within the Brigade. A violation of this provision may result in a termination of my participation in the Brigade. I further acknowledge the ID issued is property of the Fire Department and it shall not be transferred or duplicated or tampered with in any manner. If it is lost or stolen, I shall immediately report it to the Fire Department

COMMUNITY BRIGADE PROGRAM WAIVER AND PROGRAM AGREEMENT APPENDIX A

program coordinator. The ID issued to me can be revoked at any time and must be immediately returned when I am no longer a Brigade volunteer. Failure to do so will result in the Fire Department reporting it local authorities as lost or stolen property. In addition, I consent to the Fire Department reviewing my background investigation materials as it deems necessary.

- 8. I shall present a neat, clean and professional appearance in the performance of my volunteer duties based on the assignment and/or work location and I will dress in a manner that will not hinder my ability to effectively complete assignments.
- 9. I understand that if driving my own vehicle as part of the volunteer program, I must maintain a current driver's license and automobile liability insurance.
- 10. As a volunteer for the Community Brigade Program, I will be at times representing the Fire Department, and during those times, I will conduct myself in a highly professional manner consistent with the Fire Department's Standards of Behavior policy (VC-C1-S4) and the County's Policy of Equity found at https://ceop.lacounty.gov/policy-of-equity/.
- 11.1 will not film, photograph, record, or publish images or recordings, or disclose information in accordance with Appendix C Community Brigade Program Volunteer Social Media and Electronic Use Policy.
- 12.I am to refrain from any type of solicitation or charging, requesting, or accepting any fee, gift, reward, or payment of any kind from individuals or staff for any services rendered as a Brigade volunteer.
- 13. As a Brigade volunteer, I must be in reasonably good health. Should my health status change that prevents me from participating as a Brigade volunteer, I will immediately notify my VPC and/or supervisor. I understand that if I am injured during the scope of my volunteer assignment, I will immediately notify my VPC and/or supervisor. I may qualify for the State of California Disaster Service Worker Volunteer workers' compensation program when I perform duties eligible for coverage. I understand it is my responsibility to be aware of the scope of such coverage and that the Fire Department is not providing any medical, health or workers' compensation benefits to me.
- 14. As a volunteer, I am not employed by the Fire Department, the County of Los Angeles, or the Los Angeles Emergency Preparedness Foundation and am not entitled to benefits or compensation afforded to employees. I may be released as a volunteer with or without cause at any time and may be prohibited from further participation.
- 15. Volunteers accepted to the Program are not considered employees and do not have Los Angeles County Civil Service rights or are considered to be candidates for employment.

COMMUNITY BRIGADE PROGRAM WAIVER AND PROGRAM AGREEMENT APPENDIX A

Volunteers who have concurrent employment with Los Angeles County or the District and are acting as Program Volunteers are considered volunteers only and are not acting in an official capacity. Volunteers can be terminated with or without cause and without the benefit of a hearing or other formality. The program offers no monetary or other forms of compensation.

I have carefully read and reviewed this Waiver & Program Agreement, and I understand that I am giving up substantial rights, including my right to sue. I acknowledge that I am signing this Waiver & Program Agreement, freely and voluntarily, and intend by my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law and shall abide by the terms herein.

The Laws of the State of California shall govern this agreement and all matters arising therefrom.

Dated:	
Signature of Volunteer	Printed Name of Volunteer
Printed Name of Authorized Reviewer:	
Reviewer Signature:	Date:
Title of Authorized Reviewer:	

COMMUNITY BRIGADE PROGRAM RESPONSIBILITIES, POLICIES, AND PROCEDURES AGREEMENT APPENDIX B

I. Introduction

- A. Purpose: To set forth the behavior, norms, responsibilities, policies, and procedures that the Community Brigade Program ("Program") expects from all participants.
- B. Scope: These standards apply to all Program participants regarding their participation in the program.
- C. Management: The Community Brigade Program Director, in collaboration with the designated Consolidated Fire Protection District of Los Angeles County (District) Program Coordinator, shall be responsible for the content, revision, and periodic review of the aforementioned Rules, Policy, and Procedures.

II. Responsibilities

- A. All Program Participants ("Participants") are responsible for reading, acknowledging, adhering, and accepting (per their signature) the Operational Responsibilities, Policies, and Procedures outlined in Appendix B.
- B. All Program Team Leaders and designated management personnel will be responsible for the following:
 - a. Review the listed Community Brigade Program Agreements with each new program participant within 30 days of their volunteering to join the program and again upon completing all required background checks and training.
 - Waiver & Program Agreement (Appendix A),
 - Responsibility, Policy, and Procedures Agreement (Appendix B) and the
 - Community Brigade Program Volunteer Social Media & Electronic Use Policy (Appendix C).
 - b. Report any violation of the signed Community Brigade Program Agreements to the Program Director and/or the District Program Coordinator.
 - c. Copies of the signed Community Brigade Program agreements (Appendix A, B, and C) will be held and maintained by the authorized Community Brigade Program Administrator.
 - d. The Program Director, Team Leaders, and the District Program Coordinator will gather and review relevant information regarding reported violations and determine the appropriate action to be taken.

III. Policy

- A. In carrying out their duties and responsibilities as volunteer members of the Program, all program participants shall:
 - a. Abide by and conform to the Program rules, regulations, policies, and procedures as covered in Appendix A, B, and C.

COMMUNITY BRIGADE PROGRAM RESPONSIBILITIES, POLICIES, AND PROCEDURES AGREEMENT APPENDIX B

- b. Perform assigned duties and responsibilities while:
 - i. Abiding by Program, County, and District safety procedures and policies.
 - ii. Exercising good judgment.
- c. No member of the Program shall "self-deploy" or use the credentials issued for personal advantage or use District credentials when acting independently from the District.
- d. Carry out tasks assigned by the Program's Director, Team Leaders, or the District's coordinator in a safe and effective manner.
- e. Inform your Program Director, Team Leader, or the District's coordinator of any unusual occurrence or other matter that may adversely affect the operation of the Program.
- f. Assist in securing and protecting ALL property, equipment, and documents against damage or loss as appropriate.
- g. Do not lend, give away, or appropriate for personal use any property, equipment, credentials, or identification items without proper authorization. District credentials are the property of the District and County and cannot be transferred or duplicated. District credentials that are lost or stolen must be immediately reported to Program Director and/or District personnel.
- h. Secure and deliver to proper authorities (law enforcement or District leadership) any monies or valuables that come into your possession through official duties.
- i. Do not use your standing as a member of the Program in any commercial or private enterprise for the purpose of personal gain without specific authorization. Do not accept rewards, fees, or gifts except as authorized by the Program Director or District program coordinator.
- j. Treat all persons in a respectful and courteous manner while on assignment or deployment as a member of the Program.
 - i. Do not use coarse, profane, or insulting language.
 - ii. Do not threaten, defame, or demean an individual.
 - iii. Do not subject any person to any harassing behavior.
 - iv. Do not violate a member of the public's right of privacy such as recording, filming or photography of a member without their express permission.

Volunteers shall not film, record or photograph any injured or deceased persons under any circumstance.

COMMUNITY BRIGADE PROGRAM RESPONSIBILITIES, POLICIES, AND PROCEDURES AGREEMENT APPENDIX B

- k. Be truthful in written and oral Program communications.
 - i. Do not falsify any report or record.
 - ii. Provide complete and accurate information when requested to do so by your Program Director, Team Leader, District coordinator, or operations personnel.
- I. Do not engage in political campaigning while on assignment or representing the Program or LAEPF.
- m. Do not make public statements or provide information to citizens, community groups, or the press regarding the Program. LAEPF or District matters other than those already a part of public policy without specific authorization from the Program Director or District coordinator.
- n. Conform to the Program's personal protective equipment (PPE) standards when preparing for deployment during a declared event.
- o. Participate in all designated mandatory training, exercise, and updates as specified by the Program Coordinator or District designee.
- p. Report to your designated rally point (pre-designated Temporary Refuge Area, Safe Refuge Area, or specified location) when notified to respond to an event.
- q. Provide notice to your Team Leader, designated local Program Coordinator, or the Program Director regarding any absence or late arrival when being asked to report to your rally point so you can be accounted for.
- r. Maintain your current address, telephone, email, and emergency information records with your local Team Lead and/or Program Director. Report any changes to your contact information within 24 hours.
- s. Do not report for deployment if you are under the influence of drugs or alcohol, nor report for duty while taking prescribed medication that may impair performance or safety or if you are ill.
- t. Do not bring or use firearms or other weapons to training sessions, meetings, or deployments unless authorized to do so.
- B. When not participating in training, deployment, or a designated Program activity, all volunteers are asked to refrain from engaging in conduct that could potentially discredit the Program, LAEPF, the County, the District, or the LASD. Such discrediting actions may include:
 - a. Acts of dishonesty and theft.

b. Destruction of property and arson.

COMMUNITY BRIGADE PROGRAM RESPONSIBILITIES, POLICIES, AND PROCEDURES AGREEMENT APPENDIX B

- c. Criminal activities.
- d. Assaults against another person (including sexual assault or offenses against children).

IV. Procedures

A. Background Check

- a. All volunteers must consent to submit and successfully complete the background check procedure as indicated by the Los Angeles County Sheriff's Department (LASD) and the District Coordinator. District livescan form with District routing number must be used by volunteers during background check process.
- b. The District may review background check results if necessary.

B. Identification

- a. District Identification will not be issued until the successful completion of the background check process and all training.
- b. District Identification shall only be used and displayed while performing activities under the direction of the District.
- c. District Identification can be revoked at any time and must be returned immediately when no longer working under the District. A failure to do so will result in the District reporting the identification to local authorities as lost or stolen.

C. Disciplinary Actions

- a. Violations of the above Volunteer Agreement may constitute grounds for formal disciplinary action or immediate release.
- b. The kind and level of disciplinary action imposed in any situation depend upon the seriousness of the offense, the impact, and any prior disciplinary history of the volunteer while a member of the Program.
- c. Formal disciplinary actions may include:
 - i. Verbal warning;
 - ii. Letter of warning;
 - iii. Letter of reprimand;

- iv. Temporary suspension;
- v. Release from the Community Brigade program and rescinding credentials.

COMMUNITY BRIGADE PROGRAM RESPONSIBILITIES, POLICIES, AND PROCEDURES AGREEMENT APPENDIX B

		ge receiving a copy of the rules and being terminated as a volunteer for the
Signature:		Date:
Reviewed and acknowledged by	(print name):	
	Signature:	
	Title:	Date:



COUNTY OF LOS ANGELES FIRE DEPARTMENT

COMMUNITY BRIGADE PROGRAM VOLUNTEER SOCIAL MEDIA AND ELECTRONIC USE POLICY APPENDIX C

- A. Foundation volunteers shall be aware of the District's authority to regulate conduct while volunteering, at volunteer-related or sponsored functions, while traveling on volunteering duties, and conduct that has a nexus to their volunteer duties, including but not limited to public dissemination of information and/or electronic/social media that:
 - 1. Violates an individual's right to privacy;
 - a. Los Angeles County Code Chapter 2.128 specifies that the County will not tolerate any of its officers, agents or employees engaging in any infringement whatsoever upon another's constitutional rights of privacy via illegal use of eavesdropping devices; those who do are subject to appropriate disciplinary procedures.
 - 2. Discloses confidential information;
 - 3. May lead to compromised security or safety concerns of other Foundation volunteers and District employees;
 - 4. Interferes with District operations; or
 - 5. Violates County or District policies.
- B. Any conduct with a nexus to the program responsibilities, that is specifically contrary to this policy includes, but is not limited to, the following:
 - 1. Discourtesy/disrespect: Threatening, profane, abusive, insulting, sexually explicit or obscene language, audio, imagery, and/or acts toward the public, other Foundation volunteers or District personnel.
 - 2. Unbecoming conduct or discredit/embarrassment to County/ District. Creating an electronic/social media or communication on a social media site involving themselves or other Foundation volunteers or District personnel that reflects unbecoming conduct and/or brings discredit or embarrassment to the County/District.
 - 3. County Policy of Equity: Any prohibited conduct pursuant to DHR PPG No. 812, including but not limited to, discrimination, sexual harassment, unlawful harassment (other than sexual), retaliation, and inappropriate conduct toward others based on a protected status.

COMMUNITY BRIGADE PROGRAM VOLUNTEER SOCIAL MEDIA AND ELECTRONIC USE POLICY APPENDIX C

- 4. County/District insignia: Use of County/District name, insignia, logos, patches, badges, uniforms, symbols, or any other identifying items that may confuse the public to believe the County/District supports or endorses the communication and creates a nexus to the District. The use of the District/County insignia is prohibited unless by express authority of the County Board of Supervisors.
- 5. Divulging information: The dissemination of confidential information gained by reason of their volunteer duties with the District is prohibited.

All electronic/social media recorded/communicated by volunteers in the course and scope of their volunteer responsibilities may be subject to subpoenas and Public Records Act requests, regardless of whether a District or personal device was used. If Foundation volunteers are identified as the original source of the media, they may be legally required to submit their personal device(s) to the District or to legal authorities. Volunteers are required to submit their District device(s) when requested by the District.

If Foundation volunteers reference their volunteer duties with the County/ District or use any form of the County/Department's name, logo, or seal in their personal username, website name, profile image, or other online identification, such information will be deemed to create a nexus to their volunteer duties.

- C. Recording during an emergency response or incident:
 - 1. Foundation volunteers are prohibited from recording electronic media/imagery/audio during an emergency response or operational incident without the prior, express written approval of the District Assistant Chief.
 - 2. Patient/victim: Foundation volunteers are strictly prohibited from recording electronic media, imagery, and/or audio of victims/patients during any District emergency response. This prohibition includes electronic media/imagery of any part of a patient/victim, regardless of whether the patient/victim is identifiable as dead or alive.
 - 3. Dead bodies/dead body parts: Foundation volunteers are strictly prohibited from taking photographs of dead bodies or body parts under any and all circumstances.
 - 4. Emergency incident photography: In the event that Foundation volunteers who are authorized to take photographs for the purpose of documenting an emergency incident inadvertently photograph a patient/victim/dead body/dead body parts in the background of the photo, the patient/victim/ dead body/dead body parts shall be immediately redacted from the photograph.
- D. Communicating electronic media of emergency responses: Foundation volunteers are prohibited from sharing and/or communicating any electronic media/imagery/audio taken of any emergency response or operational incident obtained by virtue of their involvement with the Department.

COMMUNITY BRIGADE PROGRAM VOLUNTEER SOCIAL MEDIA AND ELECTRONIC USE POLICY APPENDIX C

Community Brigade Program Volunteer So	ereby acknowledge receiving a copy of the cial Media and Electronic Use Policy and ag terminated as a volunteer for the Program.
Signature:	Date:
Reviewed and acknowledged by (print nam	e):
Signature:	
Title:	Date:

COMMUNITY BRIGADE PROGRAM PILOT COMMUNITIES APPENDIX D

List of Pilot Communities (2-year renewable term)

- 1. Malibu West
- 2. Point Dume
- 3. Corral Canyon
- 4. Big Rock
- 5. Topanga Canyon
- 6. Hidden Hills
- 7. County Line (Malibu / Ventura)

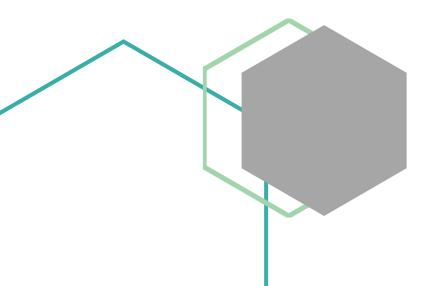


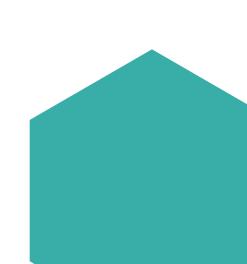


Probation Oversight Commission Report to Public Safety Cluster

Presented By: Wendelyn Julien, Executive Director October 4, 2023

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







Recent Meetings:

August 1, 2023

 <u>Virtual Town Hall</u> – Inspections Update

August 10, 2023

- Report on the Electronic Monitoring of adults and youth
- OIG update on the movement of youth to Los Padrinos Juvenile Hall
- POC <u>strategic priorities</u> and <u>model of change</u>

September 28, 2023

- Updates on BSCC compliance for Los Padrinos and Barry J.
 Nidorf Juvenile Halls
- OIG report on El Monte incident
- Update on compliance with DOJ settlement and Use of Force Investigations Backlog
- Update on how JJCPA funds will be spent by the JJCC and data collection requirements
- Reports from the POC's Data and Youth Justice Reimagined Ad Hoc Committees

Upcoming Meetings:

October 12, 2023

- Update on structured release and girls decarceration
- Update on Probation staffing concerns and leave rates
- POC report on demographic data of incarcerated youth
- POC report on the phase-out of OC spray

2023 Inspections

 The POC completed the 2023 inspection cycle on October 3, 2023 with the inspection Los Padrinos Juvenile Hall. The <u>report</u> on the findings for the first round of inspections is now publicly available on the POC website and attached.

POC and COC Collaboration

- School Resource Deputies, School Based Probation, and the Schoolto-Prison Pipeline
- Community Policing Conference on October 27, 2023.

PROBATION OVERSIGHT COMMISSION ANNUAL INSPECTIONS:

THE DOROTHY KIRBY CENTER, CAMP JOSEPH SCOTT, CAMP CLINTON B. AFFLERBAUGH, AND CAMP JOSEPH PAIGE

2023

PREPARED BY:
SARAH GONGORA, PSY.D
JENNIFER OCHOA-GARCIA, MPA

SUMMARY

The Los Angeles County Probation Oversight Commission (POC), in its mission to oversee and make recommendations to the Los Angeles County Probation Department (Probation), is completing the third round of Annual Inspections of all of Probation's detention facilities. While Probation's facility utilization has changed substantially over the course of the last year, including changes in the utilization of Campus Kilpatrick, Barry J. Nidorf Juvenile Hall, Central Juvenile Hall, and the re-opening of Los Padrinos Juvenile Hall, the POC has found it of critical importance to provide substantial feedback to Probation and the Board of Supervisors (Board) at this juncture as well as to provide the public information of the conditions observed within the facilities.

Since the inspections began during a period of population shifting through the facilities named above, this summary presents the inspections' findings of four facilities that were not engaged in movement during this time period: the Dorothy Kirby Center (DKC), Camp Joseph Scott (Camp Scott), Camp Clinton B. Afflerbaugh, and Camp Joseph Paige (Camp Paige).

The POC collected a large amount of information at each inspection. The following list represents key findings that arose during the inspections of these four facilities:

- Educational Losses due to Inadequate Planning At DKC and Camp Scott, it was found that youth had not attended school in their classroom in the 25 days prior to the inspection and there were not enough teachers to provide in-person classes in each cottage. Probation explained that significant construction occurring across the campus caused the issue, and the POC found that an inadequate planning process resulted in many youth receiving work packets with no live instruction on a daily basis.
- Stalled Implementation of the LA Model In March 2022, the Board unanimously voted to pass a motion, "Preparing for the Closure of the Division of Juvenile Justice: Secure Youth Track Facility Designation and LA Model Expansion" which included ordering a plan to expand implementation of the LA Model to Camp Afflerbaugh and Camp Paige. Inspections of these facilities indicated that LA Model implementation has not begun, nor is there a known plan to begin any implementation activities at these facilities.
- Programming Utilization Relies Heavily on Relationships with Providing Staff No matter the providing agency or program, youth interviewed highlighted their favorite programming experiences within the context of forming strong, positive relationships with individuals they related to.
- Practices Vary Widely and Have a Large Impact on Youth Experiences During
 <u>Detention</u> Attitudes and practices of officers working face-to-face with youth daily
 depend almost entirely on the individual rather than being driven by a system wide
 implementation of a rehabilitative, healing, and trauma-responsive set of practice
 standards. This resulted in observations and reports of wide disparities between the
 behaviors of officers, some of whom are constantly de-escalating and working with youth
 from a strength-based perspective to those that over-emphasized compliance and
 consequences.

The inspections described within this report are an important reminder that despite daily operations priorities, there remains a need within the department to focus attention on the larger systemic issues that could have a preventative effect, including the installation of a practice model which emphasizes a youth-centered, rehabilitative, trauma-responsive, and teamwork approach to serving youth in detention.

BACKGROUND

The Los Angeles County Probation Oversight Commission (POC) was established in 2021 as a civilian-led oversight commission focused on systemic reform of the Probation Department. The POC advises the Los Angeles County Probation Department (Probation) and the Board of Supervisors (Board) about progress and challenges within Probation.

The POC has some authority and responsibilities directly related to juvenile institutions. Specifically, the Welfare and Institutions Code (WIC), Section 240, requires the POC to conduct annual inspections of the buildings, grounds, and services delivered to the young people detained in each of the County's juvenile facilities on an annual basis. The POC submits these annual reports to the Board of State and Community Corrections (BSCC), a statutory agency that inspects for compliance of standards of detention facilities in California, by December 31st each year.

This report marks the third round of annual inspections conducted by this body.

METHODS

At the beginning of the 2023 Annual Inspection cycle, Probation ran eight juvenile facilities: two juvenile detention centers ("juvenile halls") and six juvenile camps, including the Dorothy Kirby Center (DKC) in Commerce, CA. On May 23, 2023, the BSCC found both Central Juvenile Hall and Barry J. Nidorf Juvenile Hall "unsuitable for the confinement of minors" due to a lack of compliance in areas of facility functioning such as staffing, room confinement, educational programs, and other programs, recreation, and exercise¹. Probation was afforded a 60-day period to move all pre-dispositioned youth out of these two facilities. In response, the Probation Department formulated a plan to re-open Los Padrinos Juvenile Hall which was closed in 2019. On July 19, 2023, Probation declared in a memo to the Board that all youth pending disposition had been moved from both Central Juvenile Hall and Barry J. Nidorf Juvenile Hall into Los Padrinos. Probation indicated that Central Juvenile Hall would be used only as a holding facility for medical appointments. Because the BSCC did not have jurisdiction to make unsuitability findings at a Secure Youth Treatment Facility (SYTF), the youth dispositioned to SYTF were able to remain at Barry J. Nidorf Juvenile Hall.

Since changes were occurring throughout the inspections cycle, the POC reconfigured our inspections plans, which finalized as follows:

- Two to four POC Commissioners conducted each facility inspection. In addition, two or more POC staff members provided support during each inspection. Dates for the inspections were coordinated with Probation leadership and leaders from each facility were aware in advance of the inspection.
- The BSCC does not have a required template for the inspection report. The POC developed a detailed, 12-page facility inspection template that was updated this year and reviewed by Probation and the BSCC. Within that template, areas of interest are

¹ May-24-2023-Notice-of-Unsuitability-Los-Angeles-County-Probation-FINAL.pdf (ca.gov)

highlighted to ensure a thorough inspection of both physical structure and environment, but also highlights the need to examine practices and treatment of youth at the facility level. Prior to each inspection, the template was shared with Probation leadership at each facility, respectively. Each inspection took between 4 – 8 hours to complete.

• The first facilities inspected were the Dorothy F. Kirby Center and Camp Scott which continue to be locat\ed together on a single campus in Commerce. Next, a pre-inspection was conducted of Los Padrinos Juvenile Hall prior to re-opening. The POC decided to conduct a limited inspection of Central Medical Hub, located in the facility formerly known as Central Juvenile Hall, and there continues to be a need to inspect BJNJH, since youth dispositioned to SYTF continue to be housed there.

The information below depicts data gathered directly from each facility inspection. It should be noted that the data is a "snapshot" captured during the day of the inspection. The data collected about the "facility's rated capacity," "population" and "staffing" (pages 2 and 3) was provided to the POC staff directly by the facility's Director or Administrative Director (AD); each of these numbers was directly reported in this report. The only two numbers which required calculation in this report were the "Staff to Youth Ratio" and the "Number of Graduates." Staff to Youth ratio is calculated by dividing the number of total active staff by the total youth population. For clarification, these ratios do not reflect the actual staff to youth ratios per shift; but rather a broad staff to youth ratio for each facility.

The findings stated in this report are a compilation of POC Commissioner and staff observations made while conducting the inspections.

FINDINGS

May 2023

Inspection #1 – Dorothy Kirby Center (DKC): 1500 S. McDonnell Avenue, Commerce, CA 90040

Facility Rated Capacity: 92

Youth Population ² (Physical) – Co-Ed.	Youth at Court/Medical	Total Staff (Payroll)	(DPO's and	Youth Ratio	of inspection	Total Credentialed Teachers (LACOE)	of High School	Number of High School Graduates
55*	4	143	133	1:1	46	6	50	3

^{*1} at court; 3 at medical

² Physical youth population and High School Student/Graduate numbers may be discrepant due to differences in Probation/LACOE data gathering and reporting processes.

³ Probation's reports of Active Staff and Line Staff on Duty includes individuals with work hardening, or light duty.

Access to Medical and Mental Health Services

Juvenile Court Health Services (JCHS)	Services Offered: 7 days / week	Coverage: 6:30 AM –10:00 PM
Department of Mental Health (DMH)	week	Coverage: 8:00 AM – 8:30 PM (Staff Shifts: 10-hour days, Sun – Wed or Wed – Sat.) <i>plus 24-hour access to on-call DMH psychiatrist</i>

Facility and Physical Environment

Upon arrival at the Dorothy F. Kirby Center (DKC), Commissioner A noted that there were no security checks, including metal detectors, nor were commissioners asked for identification. The commissioner also observed a food delivery take place, which was concerning due to the possibility of contraband entering facilities. The grounds at DKC were undergoing significant construction including roof repair, air conditioner installation, camera installation, and new windows. The construction included work that required the ground to be dug up and, during the day of inspection, nearly all grassy areas in the DKC courtyard were filled with large, gaping holes that were several feet deep and wide, and could have easily fit multiple people within them. The holes were covered mostly by chain link fencing and plywood and many signs and cones were set up to keep the paths clear and to prevent any tripping or falling.

Cottages were observed to be clean. Some graffiti was observed, but it may have been old. Staff and youth alike reported that patio areas contained within each cottage have been made off limits due to contraband being thrown over the fence or flown in by drone. It was suggested by one youth that the department could use hanging nets to catch contraband so that the space could be utilized, but no immediate plans were shared to make the use of the space possible again.

Commissioner A was informed that visiting takes place every Sunday afternoon, though if there is extreme weather, like heavy rain, visitation can be cancelled. One youth commented that he was not inclined to have his infant daughter visit the facility regularly out of concern of any possible effects on the child, despite understanding the importance of forming a bond.

Staffing

At the time of inspection, there were 46 line staff on duty, which includes those with light duty. There were no concerns expressed regarding short staffing of Probation employees. It was reported to Commissioner A that Probation staff are mostly trained in the LA Model, and that individual implementation capabilities vary.

LACOE reported multiple staffing challenges, including staffing leaves and absences of administrators, which resulted in the utilization of a rotation of teachers to act in the role of "Principal of the Day", which may contribute to any communication challenges with Probation. It was also reported that due to bonuses offered to substitute teachers to teach in another Probation facility, there was difficulty in achieving an adequate staffing level of teachers to accommodate issues associated with facility construction.

Room Confinement/Hope Center Use

Two youth with Specialized Supervision Plans (SSP) were assigned to housing in the DKC Hope Center. They were observed spending time at separate gaming consoles in the unit. No youth were observed in room confinement in any cottages visited.

Grievances

Grievance procedures and PREA posters were posted in each cottage visited, and Commissioner A noted that youth interviewed reported an understanding of the grievance process. Youth Bill of Rights posters were not observed posted in the facility.

Commissioner A and Commissioner B reviewed the approximately 20 DKC grievances from the past year which revealed that Probation staff and administration responded to grievances in a timely manner. Most grievances were regarding the food and room temperature. Most youth declined a signed copy of their grievance.

Commissioner B took note of one grievance in which a youth expressed concern over not having exercise equipment. The grievance was reviewed by the previous director, who then made several email documented requests to the appropriate channels over the time span of a year, even after reassignment, until the equipment was eventually received earlier this year.

Discipline and Positive Behavior Reinforcement

LACOE uses a model called Positive Behavior Intervention and Supports (PBIS), which is a tiered system of supports for school sites that organizes school interventions into an integrated continuum for the enhancement of all students' academic and social behavior outcomes. Probation also used the Behavior Modification Program (BMP), which is a point system where youth can accumulate points throughout the day for a reward, in addition, Probation also has "on the spot recognition" program from the LA Model-DBT (Dialectical Behavior Therapy).

Throughout the visit, commissioners observed Probation officers speaking with youth about natural consequences of certain actions and encouraging youth to practice prosocial behaviors, like speaking to others with respect. In certain cottages, youth who demonstrate positive behaviors were observed assisting staff with setting up meals and clean up. At school, two boys who were their "classroom ambassadors" received praise for the fulfillment of their duties, which included describing the projects and subject matter recently studied.

School

Commissioner A observed two classrooms, where the rooms appeared clean and well-kept. The girls' classroom integrated youth from both DKC and Camp Scott and mirrored a typical setting of regular neighborhood schools. The teacher and assistant engaged the students during a thoughtful and well-prepared lesson that leaned heavily on the use of media to learn about famous female jazz musicians in the 1940's. Probation officers from both facilities (DKC and Camp Scott) sat in the back while the lesson was presented. Another Probation officer was assigned to supervise outside of the classroom.

Commissioner A observed the DKC boys' classroom, where the setting also mirrored a typical setting of regular neighborhood school. One of the boys announced that class was being held because of the visitors. Youth reported that they had not been in the classrooms in about a month, and the LACOE representative who was identified as "Principal of the Day" stated that youth had not come to the school in 25 school days due to ongoing construction at the facility. It was inferred during multiple interviews that youth were taken to school that day because of the POC inspection.

The LACOE representative reported to Commissioner A and POC staff that each day that youth were not physically attending school, teachers were sent into living units to deliver instruction and packets. It was reported there are fewer teachers than living units, so each day one or more

cottages received packets of work to complete with no live instruction. A permanent plan to get youth to school regularly was unknown to the LACOE representative and it was reported by Probation and LACOE that LACOE received an email each morning to communicate school movement plans for the day. There were no other plans in place for cross-departmental planning to ensure instruction occurred daily.

Kitchen and Food

The kitchen at DKC was organized and clean. Kitchen staff reported that no major changes have been made to the recipes they are permitted to cook since the POC's 2022 inspection. The staff described recipes as lacking seasoning, but reported their understanding that Probation staff keep condiments in the living units that youth may add to provide more flavor to the food. POC staff observed this to be true in each cottage visited. The DKC kitchen staff showed POC staff the recipe book, and the recipes did appear to have little inclusion of spices and flavors that might commonly appear in home cooked meals.

Kitchen staff shared a concern about the calendars they receive for preparing regular meals and special diet meals, which they reported typically required them to prepare low caloric menu for a handful of youth in the facility. They shared that the menu calendars they receive do not match up on a daily basis, meaning that on a day that they are preparing one dish for the majority, they are instructed via another calendar to make an entirely separate dish for the reduced calorie meals. Kitchen staff reported that to avoid contentious interactions that have been reported when a single youth was seen having what was considered a more desirable meal, the staff need to disregard the special menu and instead reduce the portion of the regular meal.

Lunch was observed in one of the DKC cottages where youth were served two hamburgers and potato wedges with salad. Most of the youth quickly consumed the two sandwiches, and fewer ate the potato wedges, which more than one youth described as tasting "old". One youth ate the salad. Youth reported that some meals are better than others but would not describe the food as delicious or good. Youth confirmed that staff do provide condiments, and snacks are offered on the units. During the meal, youth and Probation staff were observed interacting easily and without conflict.

Access to Medical and Mental Health Care

JCHS staff were on site and reported hours of operation seven days a week. DMH staff were on site and reported hours of operation seven days a week from 8:00am to 8:30pm with on call psychiatry services during any time staff are not on site. Many youth reported having access to their assigned mental health therapist as often as they desired. Most youth reported that they found mental health services particularly helpful to cope with their detention and to plan for the future. Most youth interviewed reported feeling respected and listened to by their assigned therapist, though some were less enthusiastic and described their experience of receiving mental health services as "alright" or "just okay".

Programs and Services

Program calendars provided had some inaccuracies which were observed during the inspection and reported by various Probation staff who shared that certain scheduled programs were not occurring weekly as described. Multiple staff stated that the responsibility to provide program falls to Probation staff daily. This was a divergent view than that expressed by Director Bañuelos who shared that CBO programming made available to youth was robust. It was also observed that DMH programming was not necessarily provided as scheduled. A specific concern arose from the calendar for Amber cottage, which showed no planned DMH

programming on the calendar. Interviews with youth confirmed that DMH groups did occur on the unit.

Commissioner B and POC staff observed the "Seeking Safety" program by DMH at the Topaz cottage, it was noted that the DMH clinician facilitating the program was having a challenging time connecting with the youth and communicating the expectations of the program. The youth were voicing frustration with the clinician, using foul language, and were not engaged with the content of the program though earlier in the day youth in this cottage appeared to successfully run a program and interact with adults. One youth was observed grabbing himself and talking over the clinician. Probation officers remained calm and provided various interventions in an attempt to support the DMH colleague. One Probation officer was observed in numerous attempts to encourage the group to give the program a chance, to calm individual youth who became more agitated over time, and when needed, removed a youth from the group to speak to separately until the youth de-escalated. Multiple youth later stated that they did not like this program as the clinician frequently "kicks students out" and has yet to build a connection with them.

The youth from Amber cottage were having recreational time by playing basketball with their assigned Probation officers. Director Bañuelos was out with the cottage and mentioned to Commissioner B that he had recently received exercise equipment that had been requested over a year ago (see *Grievance section for additional detail*). Two youth were observed using the equipment.

Despite not having the opportunity to observe any substance abuse prevention programs, POC staff asked youth about their experience receiving any services while at DKC. Multiple youth reported that substance abuse services they have received at DKC have been helpful for maintaining sobriety during detention. Two youth shared that the services they have received have prepared them for continuing their sobriety journey when they are released from DKC. One youth shared that he "completed" his services a while back and thought it might be a good idea to have more course options for youth with longer stays.

Agency Relationships

Reports from various interviews indicated that relationships amongst the co-located departments, DMH, LACOE, and JCHS were good, though limited. The lack of ongoing planning between Probation and LACOE highlighted the need for site leadership to collaborate and creatively address plans that disrupt learning and the daily routines of youth. Individual understandings varied of the roles of some co-located staff, in particular DMH, and there was an expressed desire to have clinicians be more present on some of the living units. It was noted in various interviews that in situation-specific moments, Probation wanted more support with their daily tasks from co-located partners and would like to see line staff successes highlighted by Probation leadership.

May 2023

Inspection #2 – Camp Joseph Scott (CJS) (Co-Located at DKC campus): 1500 S. McDonnell Avenue, Commerce, CA 90040 Facility Rated Capacity: 92 (DKC)

Youth Population (Physical) –	Youth at Court/Medical	Total Staff (Payroll)	Active Staff ⁴ (DSO's and GSN's)	Staff to Youth Ratio (Number of Staff at time of Inspection / Youth Pop.) rounded to whole number	on Duty at time of	Teachers	of High School	Number of High School Graduates
5	0	12	12	1:2	3	6	5	0

Access to Medical and Mental Health Services

Juvenile Court Health Services (JCHS)	Services Offered: 7 days / week	Coverage: 6:30 AM –10:00PM
Department of Mental Health (DMH)	week	Coverage: 8:00 AM – 8:30 PM (Staff Shifts: 10-hour days, Sun – Wed or Wed – Sat.) plus 24-hour access to on-call DMH
		psychiatrist

Facility and Physical Environment

Camp Joseph Scott (CJS) is located within the campus of DKC and was comprised of a single cottage. The entrance for CJS is the same as that of DKC. Upon arrival at the entrance to the facility, Commissioner A noted that there were no security checks, nor was the commissioner asked for identification. The commissioner observed a food delivery take place, which was understood to be a violation of policy due to the possibility of contraband entering facilities. On the day of the inspection, DKC was undergoing significant construction which also affected aspects of daily life for the girls dispositioned to CJS. Due to the location of CJS within the facility however, the area directly in front of the cottage entrance was unaffected. This allowed for the girls to have recreation time without construction interruption caused in other areas of the campus. The cottage appeared clean and appropriate and had some paper decorations hung on the wall.

Commissioner A was informed that visiting takes place every Sunday afternoon, though if there is extreme weather, like heavy rain, visitation can be cancelled.

Staffing

At the time of inspection, there were two line staff in the cottage, and there were no concerns expressed regarding short staffing of Probation employees.

Since CJS attends the same on-campus school as DKC, the same concerns exist regarding moving youth to attend class in the physical school building. LACOE reported multiple staffing challenges, including staffing leaves and absences of administrators, which resulted in the utilization of a rotation of teachers to act in the role of "Principal of the Day", which may contribute to any communication challenges with Probation. It was also reported that due to bonuses offered to substitute teachers to teach in another Probation facility, there was difficulty

⁴ Probation's reports of Active Staff and Line Staff on Duty includes individuals with work hardening, or light duty.

in achieving an adequate staffing level of teachers to accommodate issues associated with facility construction. It was unclear how many of the days the girls in CJS were provided live instruction from a teacher during the days that youth did not physically attend school.

Room Confinement/Hope Center Use

Commissioner A observed the CJS HOPE Center, which was vacant at the time of visit. The HOPE Center appeared clean, but there was a mildew-like odor present which may have been caused by the roofing repairs taking place throughout the DKC campus. Commissioner A inquired about any recent usage or occupancy of the HOPE Center. The CJS Supervising Deputy Probation Officers (DPO) stated that there was a trans girl housed on the unit recently after having multiple physical altercations with the girls on the unit. It was reported that staff and administration spent extensive time with the youth exploring creative options to meet the youth's needs. Ultimately, the youth asserted a preference to be housed in a DKC boys' cottage which resulted in the youth thriving and no longer being involved in physical altercations. In addition, the SDPO was happy to inform that the boys in the cottage were not adversarial to the youth's needs or housing.

Grievances

There were 14 grievances filed for the previous year. Grievances appeared to be responded to in a timely way.

Discipline and Positive Behavior Reinforcement

The girls wore clean and appropriate clothes. They appeared to have a good relationship with their assigned Probation staff, as staff remarked positively about the girls. The girls pointed out that their Deputy Probation Officers (DPO) engaged them in crafts and held them accountable when they used foul language. They explained that their DPO required a short essay explaining why bad language hurts them in the long run; one of the girls read her essay and exuded pride. The girls also pointed out a chart posted on the wall explaining the repercussions of using foul language, which they said they appreciated. The girls then explained that they were working on their behavior and liked that as they made more improvements, they would move up in ranks and receive rewards like shirts, and recognition amongst their peers and Probation staff.

School

Commissioner A and POC staff observed the CJS classroom. The girls' classroom integrated youth from both DKC and CJS and mirrored a typical setting of regular neighborhood schools. The teacher and assistant engaged the students during a thoughtful and well-prepared lesson that leaned heavily on the use of media to learn about famous female jazz musicians in the 1940's. Probation officers from both facilities (DKC and CJS) sat in the back while the lesson was presented. Another Probation officer was assigned to supervise outside of the classroom.

Kitchen and Food

The kitchen for CJS is the DKC kitchen, as CJS is located within the DKC campus. The kitchen at DKC was organized and clean. Kitchen staff reported that no changes have been made to the recipes they are permitted to cook since the POC's 2022 inspection. The staff described recipes as lacking seasoning, but reported their understanding that Probation staff keep quantities of condiments in the living units that youth may add to provide more flavor to the food. POC staff observed this to be true in the CJS cottage. The DKC kitchen staff showed POC staff the recipe book, and the recipes did appear to have little inclusion of spices and flavors that might commonly appear in home cooked meals.

Commissioner A observed a meal in the CJS cottage, where it appeared that all five girls ate the meals served for the day. When asked about the food, they all agreed that it was okay and that they were served enough. Staff supervised the meal and engaged with the youth as they ate. Youth were observed by Commissioner B opening the fridge to get snacks, and they explained that staff allowed them access to food and snacks anytime they asked. It was also observed by Commissioner A that youth had snacks in their room areas.

Access to Medical and Mental Health Care

JCHS staff were on site and reported hours of operation seven days a week. DMH staff were on site and reported hours of operation seven days a week from 8:00am to 8:30pm, with on call psychiatry services during any time staff are not on site. Girls interviewed shared that they have access to their assigned mental health clinician as needed, and that they found the clinician to be understanding and a good listener.

Programs and Services

The programs and services calendar for CJS showed CBO programming available to youth five days a week, and DMH groups happening three times weekly, though the girls and staff reported that one of the groups was no longer occurring. Though CBO-provided programming appeared to take place nearly every day, Camp Scott staff noted that the physical closure of Camp Scott and subsequent transferring to DKC caused a significant loss in programming.

Commissioner B and POC staff observed art programming from Million Little, where various stations were set up to meet the girls' preferences, whether they wanted to write and record music, practice nail art, make bracelets, or paint. The girls noted multiple times that they "loved" the facilitator of the program who they described as "nice" and "the best" and was observed to approach all of her interactions with the girls respectfully and confidently. The facilitator was seen getting the activities set up with some assistance from at least one girl, and also had to ask one individual to wait her turn, which was well received and indicative of a high level of positive rapport.

Commissioner B asked the girls about the other programs offered, and they acknowledged that they disliked programming from a theater program that they felt that was "boring". They also discussed liking the services from the Anti-Recidivism Coalition, and enthusiastically spoke about feeling very connected to a young woman delivering those services and looking forward to talking to her.

Agency Relationships

The Supervising Deputy Probation Officer (SDPO) for CJS reported that the relationships amongst agencies were good. The lack of ongoing planning between Probation and LACOE highlighted the need for site leadership to collaborate and creatively address plans that disrupt learning and the daily routines of youth. The SDPO noted that they had open communication with the courts, DMH, JCHS, LACOE, and the CBOs that serviced the youth at CJS.

June 2023

Inspection #3 – Camp Clinton B. Afflerbaugh (CBA): 6631 N. Stevens Ranch Road La Verne, CA 91750

Facility Rated Capacity: 120

Youth Population ⁵ (Physical) –	Youth at Court/Medical	Total Staff (Payroll)	Active Staff ⁶ (DSO's and GSN's)	Staff to Youth Ratio (Number of Staff at time of Inspection / Youth Pop.) rounded to whole number	on Duty at time of inspection	Total Credentialed Teachers (LACOE)	of High School	Number of High School Graduates
28*	2	60	51	1:2	12	4	23	6

^{*1} at court; 1 at medical

Access to Medical and Mental Health Services

Juvenile Court Health Services (JCHS)	Services Offered: 7 days / week	Coverage: 7:00 AM – 8:00 PM ⁷
Department of Mental Health (DMH)	week	Coverage: 7:30 AM – 8:30 PM (Staff Shifts: 10-hour days, Sun – Wed or Wed – Sat.) plus 24-hour access to on-call DMH psychiatrist

Facility and Physical Environment

Security procedures upon entering Camp Clinton B. Afflerbaugh (CBA) involved being buzzed in through two chain link gates and signing in as a visitor to the facility. There were no metal detector or x-ray devices used to screen POC commissioners or staff to prevent contraband items from entering the facility.

The grounds of the facility were well manicured, including a large grassy field where youth reported playing sports most afternoons. There was one main living area, divided in two by a raised area where staff were observed most of the time in the unit. This area contained the staff computer, landline telephone, and chairs. Beds lined each side of the room and there were many more beds than there were boys living in the unit. Some graffiti was noted throughout the unit, but it may have been old and scratched into surfaces. Bathrooms were clean and had privacy shower curtains on all stalls.

Commissioner C inquired about the visiting in the facility. One youth said he requested one visit with his girlfriend and child. He received that visit, and it was a positive experience. Another youth said he had only received one visit with his son. He shared that he wanted more visits because seeing his son affects him positively. "I was doing better once I saw my son." A small group of youth said they aren't always allowed to make phone calls, and they only get visits on Sundays when the "good staff" is working.

⁵ Physical youth population and High School Student/Graduate numbers may be discrepant due to differences in Probation/LACOE data gathering and reporting processes.

⁶ Probation's reports of Active Staff and Line Staff on Duty includes individuals with work hardening, or light duty.

⁷ Hours reflected were gathered at the time of inspection. Probation later provided feedback that JCHS hours extend to 9:00 PM.

Staffing

No staffing challenges were reported during the visit. CBA utilizes the 56-hour work week schedule, in which staff work a combination of two 16-hour days and an eight-hour day within a span of three days, spending two nights sleeping at the facility.

POC staff inquired about the implementation of the LA Model at CBA. It was reported that no trainings for the LA Model had occurred. Administration raised concerns of their belief that the LA Model could not be implemented due to the physical layout of the facility not being set up for a small group model.

Room Confinement/Hope Center Use

CBA does not have its own HOPE Center on campus, but utilizes that of Camp Glenn Rockey, located in San Dimas. When youth were asked about their experiences with the Hope Center, multiple boys reported that they had never gone. Two boys that reported going before shared that they returned to CBA after about three to four hours.

Given the physical structure of the living unit being an open dorm-style room, there was no report of any room confinement.

<u>Grievances</u>

Commissioner C asked the youth about the grievance process; and two youth stated that "grievances do not change anything". They acknowledged that after filing a grievance a meeting was held, and reported that staff often tried to convince them to change their mind and retract their grievance submission.

Discipline and Positive Behavior Reinforcement

A small group of three youth shared that Probation staff were "okay and did a good job talking to you and reading your emotions" (i.e., able to tell when you're upset and don't want to talk). Another young man said staff did a good job "deescalating situations and trying to motivate you". He was particularly interested in running his program and getting out at his appointed release date. One young man in the group shared that there were a few staff who abused their power and spoke to youth in demeaning ways (e.g., constantly reminding you that you're locked up).

While observing lunch, Commissioner A noted that a conversation with a group of youth revealed that the Probation officers working that day required them to participate in the clapping exercise if they wanted to eat. They viewed this behavior as coercive.

A different small group with young men who been at the camp before said certain staff shifts made them stay in the dorm all day and sometimes required them to stay in their beds or face disciplinary action for getting up. They mentioned that staff won't let them call their attorneys and make them stomp and clap (organized activity observed during the inspection) to get food. These youth seemed upset and spoke about certain staff not following their own protocols.

Kitchen staff noted that fights can break out during mealtimes when probation staff uses food to reward youth. If youth perceive that other youth are receiving special treatment, they become upset. Kitchen staff noted that mealtime is more orderly when certain Probation officers are working.

Two boys reported that in their experience, staff do not file their own SIRs. Instead, they file SIRs for each other, and make up details about what happened during the incident. Both youth who shared this were upset about this practice.

School

Commissioner C inspected the school, sitting in on the end of one class and half of another class. There were 1-2 youth in the main class who were observed not to be engaged. However, most asked questions, and some volunteered to help (e.g., passing out materials, reading out loud). Two students explained recent projects they had completed and what they learned. The teacher, teacher's aide, and the students seemed to have a mutually respectful relationship. The teacher did a good job asking the students questions and jogging their memory about past lessons. Both the teacher and the aide encouraged the kids ("good job!"), were responsive (coming over to answer their questions when their hands were raised) and showed care (patting someone on the back). The lesson plans seemed relevant to their experiences and cultures. For example, they learned about the Tuskegee Airmen and roles Native Americans played during WW2. The students shared that they had recently completed a project where they learned about the lives of 1920s gangsters and were able to set up their own speakeasy in the classroom. The teacher used videos and PowerPoint presentations. In the classroom there was art, student projects, and learning materials (educational content, examples of positive behavioral expectations, examples of sexual harassment) on the wall. There were multiple interruptions throughout the class (people coming in and out, one teacher received flowers for an award she was being honored with). Nonetheless, the students remained engaged. Probation staff was present during the classroom visit but there was minimal interaction.

Commissioner C interviewed and observed a group of 3 youth who were high school graduates. During school hours they had unstructured time and were playing a board game.

Kitchen and Food

Commissioner C visited the kitchen and dining hall and noted that the kitchen was very clean and orderly, with food items organized and properly labeled with expiration dates. Detailed menus and recipe books were there, along with special menu/dietary guidelines for youth with food allergies and those needing calorie-restricted meals. Each meal on the monthly meal calendar included a vegetable. Multiple food seasonings were present. Staff seemed very proud about their work and the care they took to develop healthy and tasty meals for the youth. Kitchen staff shared that they take feedback from youth regarding meals seriously and told a story about a meal that so many youth disliked, there were nine grievances written about it, and kitchen staff reported that they never made the dish again.

Commissioner C also interviewed Probation officers and they stated that there are times when outside food is brought into the facility as a treat for youth, and these special meals, while nice, are not necessarily aligned with youths' dietary needs (e.g., youth with food allergies). The Probation officers suggested the menus be upgraded. They monitor which foods youth like (i.e., what food is eaten) and dislike (i.e., food that is thrown away). They also recommended larger portion sizes. Youth can get upset when there is not enough food at a given meal. Commissioner C noted that lunchtime appeared very structured, quick, and orderly. Commissioner C overheard Probation officers and youth doing a clapping exercise before and at the end of the meal. Probation officers felt that other shifts do not maintain the same type of order, and during those shifts, kitchen staff have been assaulted, and youth have thrown food.

Access to Medical and Mental Health Care

Many youth reported ease of access to their assigned mental health clinician. Various youth reported knowing how to request to see the nurse. Some youth volunteered that Probation staff were helpful with facilitating more immediate access to co-located department staff by offering to call the office instead of having youth generate a written request.

Programs and Services

Multiple boys reported that they appreciate programs that taught them life skills and said they wanted more parenting programs. One shared that DMH offered helpful services, and that the clinicians are not judgmental. Another said he spends time outside every day and there are a lot of sports and organized activities to keep the youth busy.

Agency Relationships

Various interviews reported an overall sense that relationships amongst the co-located departments, DMH, LACOE, and JCHS, were positive. Some interviews indicated that Probation would like more DMH clinician presence throughout the day to support de-escalation efforts. When speaking with LACOE staff, it was noted that although they (LACOE) would like Probation staff inside the classrooms, they maintained a good relationship with Probation and the other agencies providing support. LACOE staff stated that whenever they asked for support from Probation staff, it was always provided.

June 2023
Inspection #4 – Camp Joseph Paige (CJP): 6631 N. Stevens Ranch Road La Verne, CA 91750
Facility Rated Capacity: 120

Youth Population ⁸ (Physical) –	Youth at Court/Medical	Total Staff (Payroll)	(DSO's and	Staff to Youth Ratio (Number of Staff at time of Inspection / Youth Pop.) rounded to whole number	time of inspection	Total Credentialed Teachers (LACOE)	Number of Students	Number of Graduates
26*	3	47	47	1:3	9	4	14	6

^{*3} at medical

Access to Medical and Mental Health Services

Juvenile Court Health Services (JCHS)	Services Offered: 7 days / week	Coverage: 7:00 AM –8:00 PM ¹⁰
Department of Mental Health	Services Offered: 7 days /	Coverage: 7:30 AM – 8:30 PM (Staff Shifts: 10-hour
(DMH)	week	days, Sun – Wed or Wed – Sat.) <i>plus 24-hour access</i>
		to on-call DMH psychiatrist

⁸ Physical youth population and High School Student/Graduate numbers may be discrepant due to differences in Probation/LACOE data gathering and reporting processes.

⁹ Probation's reports of Active Staff and Line Staff on Duty includes individuals with work hardening, or light duty.
¹⁰ Hours reflected were gathered at the time of inspection. Probation later provided feedback that JCHS hours extend to the control of the contr

¹⁰ Hours reflected were gathered at the time of inspection. Probation later provided feedback that JCHS hours extend to 9:00 PM.

Facility and Physical Environment

Commissioner A entered Camp Joseph Paige (CJP) and noted there were no security checks nor wanding, and the commissioners were able to just walk in the facility. Commissioner A was informed about the new policy prohibiting cell phones into the facility by the front office Probation staff. Commissioner A noted that the buildings, rooms, kitchen, and bathrooms appeared clean. Landscaping appeared well kept and there were privacy curtains in the showers. The facility Director escorted commissioners throughout the day which seemed to affect the organic process of the inspection, including staff observations and interviews with both staff and youth.

Staffing

No staffing challenges were reported during the visit. CJP utilizes the 56-hour work week schedule, in which staff work a combination of two 16-hour days and an eight-hour day within a span of three days, spending two nights sleeping at the facility.

POC staff inquired about the implementation of the LA Model at CJP. It was reported that no trainings for the LA Model had occurred.

Room Confinement/Hope Center Use

CJP does not have its own HOPE Center on campus, but utilizes that of Camp Glenn Rockey, located in San Dimas. At the time of the inspection, it was reported that there was one boy at the Camp Glenn Rockey Hope Center. Given the physical structure of the living unit being an open dorm-style room, there was no report of any room confinement.

Grievances

There were seven grievances filed between January 2023 and June 2023. Commissioner A reviewed grievances and it was noted although all grievances appeared to be addressed in a timely manner. Most grievances were related to either food or room temperature. As observed in other facilities, it was concerning to Commissioner A to see that most youth declined copies of their grievances.

Discipline and Positive Behavior Reinforcement

In the middle of the inspection there was a fight during recreation time. During a volleyball game, a staff member was observed utilizing an arm-extension to separate youth. When Commissioner A inquired about the PIR for that use of force, the facility Director informed the commissioner that a PIR was not necessary per the new policy.

LACOE staff shared that they use the Positive Behavior Intervention System (PBIS), where there is a continuum of resources and "restructures" used to assist students with behavioral difficulties. LACOE staff uses a 4-step system to "restructure" student behavior through different interventions. If a student is having behavioral difficulties, the first step is a "verbal restructure" where the instructor advises the student about their behavior. If the first step yields unsuccessful results, a second "restructuring" is used where a "behavior technician" (LACOE staff) is called to the class and they speak with the student to intervene with the behavioral difficulty. If step 2 yields unsuccessful results, step 3 is for the student to speak with their school counselor. If step 3 is unsuccessful, the instructor asks Probation to intervene (step 4). LACOE staff mentioned that this system was in place to minimize suspension rates and assist students with their individual needs.

School

Commissioner A visited two classrooms, noting that both classes were staffed by substitute teachers and it appeared that most of the allotted time was used as free time and without real structure. The youth indicated that they had completed the day's assignment quickly. Probation officers were assigned outside of the classroom, but none were positioned in the classroom.

One of the classroom visits was interrupted by Probation officers conducting a search of all youth. This process appeared to take a long time, and when attempting to observe the search, the facility director instructed commissioners to exit to avoid any "disruptions" caused by the POC visit.

Kitchen and Food

The condition of the kitchen and work area was organized and clean. The head cook explained that all food is prepared by professional staff and that the use of Kitchen Patrol, a role for youth to assist kitchen staff, was eliminated because of the COVID-19 pandemic and not reinstated. It was reported, however, that any youth who have completed high school are eligible to work for pay in the kitchen. Commissioners observed lunch. Youth entered the cafeteria escorted by Probation officers. They seated themselves and talked while they ate. For the most part, the tone was relaxed and unhurried. The youth lunched in small groups which were staggered to limit interaction between the youth from different small groups until the whole population was fed.

Access to Medical and Mental Health Care

JCHS staff were on site and reported hours of operation seven days a week. DMH staff were on site and reported hours of operation seven days a week from 8:00am-8:30pm.

Programs and Services

POC staff and Commissioner A observed a program by Homeboy Art Academy Industries in which three boys were learning how to screen print t-shirts with their own unique design. The youth expressed that they enjoyed the class. They were very engaged in the activity and were talking and laughing as they took turns participating in the process. The staff from Homeboy Art Academy stated that they have come across very few roadblocks to present the program and are currently working with LACOE to add Homeboy Art classes to their high school class offerings so that youth may earn credits for participation. The teacher repeatedly emphasized to the three youth that after they finished their program at CJP, they would be welcome to use their newly acquired skills to apply for paid work at the Homeboy Art Academy, or to consider applying to other silk-screening shops. The provider was observed using strength-based language that focused on the boys' functional skills, including their artistry and application of learning.

Agency Relationships

Various interviewees indicated relationships amongst the co-located departments, including DMH, LACOE, and JCHS were overall collaborative and positive. Probation staff noted that they felt that they had a good relationship with the CBOs, DMH, LACOE, and JCHS. Probation staff mentioned that they felt comfortable calling DMH staff whenever their expertise was needed. It was noted that LACOE administrators would like Probation staff inside the classrooms, but there seemed to not be a consistent approach established between the agencies to determine an outcome to resolve the request. LACOE staff stated that whenever they asked for support from Probation staff, it was always provided. LACOE administration reported a positive relationship with Probation and the other co-located county departments.