



**Chief
Executive
Office.**

COUNTY OF LOS ANGELES
CHIEF EXECUTIVE OFFICER
Fesia A. Davenport

PUBLIC SAFETY CLUSTER AGENDA REVIEW MEETING

DATE: Wednesday, December 6, 2023

TIME: 9:30 a.m.

THIS MEETING WILL CONTINUE TO BE CONDUCTED VIRTUALLY AS PERMITTED UNDER THE BOARD OF SUPERVISORS' AUGUST 8, 2023, ORDER SUSPENDING THE APPLICATION OF BOARD POLICY 3.055 UNTIL MARCH 31, 2024.

TO PARTICIPATE IN THE MEETING CALL TELECONFERENCE NUMBER: (323) 776-6996

ID: 169948309# [Click here to join the meeting](#)

AGENDA

Members of the Public may address the Public Safety Cluster on any agenda item by submitting a written request prior to the meeting. Two (2) minutes are allowed per person in total for each item.

1. CALL TO ORDER

2. GENERAL PUBLIC COMMENT

3. INFORMATIONAL ITEM(S): [Any Informational Item is subject to discussion and/or presentation at the request of two or more Board offices with advance notification]:

A. Board Letter:

AUTHORIZE THE DISTRICT ATTORNEY'S OFFICE TO COMPLETE THE APPLICATION PROCESS AND ACCEPT GRANT FUNDS FROM THE CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES FOR THE ELDER ABUSE PROGRAM FOR THE PERFORMANCE PERIOD BEGINNING JANUARY 1, 2024, AND ENDING DECEMBER 31, 2024

Speaker(s): Connie Arambula and Anh Vo (DA)

B. Board Letter:

AUTHORIZE THE DISTRICT ATTORNEY'S OFFICE TO COMPLETE THE APPLICATION PROCESS AND ACCEPT GRANT FUNDS FROM THE CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES FOR THE HUMAN TRAFFICKING ADVOCATE PROGRAM FOR THE PERFORMANCE PERIOD BEGINNING JANUARY 1, 2024, AND ENDING DECEMBER 31, 2024

Speaker(s): Connie Arambula and Anh Vo (DA)

Wednesday, December 6, 2023

- C.** Board Letter:
AUTHORIZE THE PUBLIC DEFENDER TO EMPLOY TWO RETIRED COUNTY
EMPLOYEES ON A TEMPORARY BASIS AND GRANT AN EXCEPTION TO THE
180-DAY WAITING PERIOD REQUIRED UNDER CALPERS
Speaker(s): Jon Trochez (PD)

4. PRESENTATION/DISCUSSION ITEM(S):

- A.** Board Letter:
APPROVAL OF A SOLE SOURCE CONTRACT WITH RADIOMOBILE INC., FOR
MAINTENANCE SERVICES FOR NARROWBAND MOBILE DATA NETWORK, MOBILE
DATA COMPUTER, AND STATION CONTROL UNIT SYSTEM
Speaker(s): Jon O'Brien, Brian Martin and Julia Kim (Fire)
- B.** Board Letter:
FUNDING AGREEMENT WITH SOUTHERN CALIFORNIA EDISON FOR THE LEASE OF
A FIRE FIGHTING HELITANKER
Speaker(s): Thomas Ewald, Brian Martin, and Julia Kim (FIRE)
- C.** Board Letter:
CAMP CHALLENGER STORAGE TANK REMOVAL PROJECT
Speaker(s): Tom DeSantis (ISD)
- D.** Board Briefing:
ROSAS PRESENTATION
Speaker(s): Hugo Macias (Sheriff's)
- E.** Board Briefing:
OFFICE OF INSPECTOR GENERAL (OIG) QUARTERLY REPORT
Speaker(s): Dara Williams (OIG)

5. PUBLIC COMMENTS

6. ADJOURNMENT

7. UPCOMING ITEM(S):

- A.** Board Letter:
MEDICAL EXAMINER – HIGH DESERT FACILITY REPLACEMENT
Speaker(s): Alicia Ramos (PW) and Brian Elias or designee (ME)

Wednesday, December 6, 2023

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

PUBLIC_SAFETY_COMMENTS@CEO.LACOUNTY.GOV



GEORGE GASCÓN
LOS ANGELES COUNTY DISTRICT ATTORNEY

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

December 19, 2023

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

Dear Supervisors:

**AUTHORIZE THE DISTRICT ATTORNEY'S OFFICE
TO COMPLETE THE APPLICATION PROCESS AND ACCEPT GRANT FUNDS
FROM THE CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES
FOR THE ELDER ABUSE PROGRAM
FOR THE PERFORMANCE PERIOD
BEGINNING JANUARY 1, 2024, AND ENDING DECEMBER 31, 2024
(ALL DISTRICTS) (3-VOTES)**

SUBJECT

This Board Letter requests authority for the County of Los Angeles District Attorney's Office (LADA) to complete the grant application process for continued grant funding for the California Governor's Office of Emergency Services (Cal OES), Elder Abuse (XE) Program for the performance period beginning January 1, 2024, and ending December 31, 2024, in the amount of \$217,444. The XE program Subaward number XE23 01 0190 is supported with federal funds which are made possible through the United States Department of Justice (DOJ), Victims of Crime Act (VOCA), Victim Assistance Formula Grant Program 15POVC-22-GG-00708-ASSI Assistance Listing number 16.575. Applicants are required to submit the necessary assurances and documentation with the grant application. Therefore, LADA requests that the Chair sign the attached Certification of Assurance of Compliance Form as required by the grantor.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Authorize LADA to complete the grant application process with the Cal OES, XE program for grant funds for the performance period beginning January 1, 2024, and ending December 31, 2024, in the amount of \$217,444.

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

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended actions is to continue the commitment of LADA's Bureau of Victim Services (BVS) to assist victims of crime by alleviating trauma caused to elder and dependent adult victims of physical and financial abuse and neglect.

On September 28, 2023, Cal OES released a Request for Proposal (RFP) for the XE program for the performance period beginning January 1, 2024 and ending December 31, 2024. The BVS is the major service provider for crime victims, their families, and witnesses in Los Angeles County (County) and meets the eligibility requirements to apply for grant funding. A funding chart included in the RFP designated up to \$217,444 in federal funding, with a local match requirement of \$54,361, and an option for match waiver up to 100 percent reducing the total program cost to \$217,444. All grant awards must be expended by December 31, 2024. As part of the application process, applicants are required to complete a Grant Subaward Certification of Assurance of Compliance form which includes details regarding Proof of Authority by the Governing Board, Civil Rights Compliance, Equal Employment Opportunity, Drug-Free Workplace Act of 1990, California Environmental Quality Act, and Lobbying.

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

IMPLEMENTATION OF STRATEGIC PLAN GOALS

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

FISCAL IMPACT/FINANCING

The LADA's application requests grant funding in the amount of \$217,444 with a waived local match requirement of \$54,361, for a total program cost of \$217,444 for the performance period

beginning January 1, 2024, and ending December 31, 2024. The XE grant funding is included in the FY 2023-24 Final Adopted Budget, and there is no net County cost impact associated with the proposed grant award.

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

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Board of Supervisors has designated the LADA, through its BVS, as the major provider of comprehensive services to victims of crime since 1977. BVS XE Program commits to assist victims of crime by alleviating trauma caused to elder and dependent adult victims of physical and financial abuse and neglect. Federal funds have been made available to XE grantees to continue enhancing the safety of elder and dependent adult victims of crime by providing direct services to victims and bridging the gap between elder justice service providers and victim service providers.

Two Victim Specialists will be assigned to BVS Elder Abuse Section and will provide mandated and optional services to elder and dependent adult crime victims throughout the County. They will be strategically placed at two victim site locations to maximize interventions and service delivery throughout the County. A veteran Victim Services Representative (VSR) with extensive experience as an elder abuse advocate will be assigned as the lead Victim Specialist for BVS and will be primarily responsible for working with the Forensic Center. This will expand the capacity of the existing multidisciplinary team. The lead Victim Specialist, located at the Hall of Justice, will provide services to the Central and Westside County Area. The second Victim Specialist, located at the Long Beach Branch Office, will provide services to the East and South County Areas.

The Victim Specialists will coordinate with law enforcement agencies, Adult Protective Services, Los Angeles Public Guardian, mental health agencies, social service agencies, financial institutions, medical professionals, local churches, universities, colleges, and other community agencies to provide victim services utilized to serve the needs of abused senior citizens. The Victim Specialists will also work closely with prosecutors assigned to LADA's Victim Impact Program, who are located throughout the County and are experienced in elder and dependent adult abuse, to reach seniors in the early stages of abuse by intervening and providing advocacy before the crime escalates to further deterioration of the quality of life.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

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

CONCLUSION

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

Any questions may be directed to Mrs. Elia at (213) 257-2806, or at NElia@da.lacounty.gov.

Respectfully submitted,

GEORGE GASCÓN
District Attorney

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Enclosures

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

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

Department	DISTRICT ATTORNEY'S OFFICE
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Grant Project Title and Description	ELDER ABUSE (XE) PROGRAM
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The Board of Supervisors has designated the Los Angeles County District Attorney's Office (LADA), through the Bureau of Victim Services (BVS), as the major provider of comprehensive services to victims of crime since 1977. BVS Elder Abuse (XE) Program shall provide the intensive services needed by elder and dependent adult victims of physical and financial abuse and neglect, including to expand the multi-disciplinary community response to elder and dependent adult abuse.

Funding Agency	Program <small>(Fed. Grant #/State Bill or Code #)</small>	Grant Acceptance Deadline
CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES	PENAL CODE 13835 <i>et seq.</i>	Nov-17-2023

Total Amount of Grant Funding	\$217,444	County Match	\$0
Grant Period	Begin Date: January 1, 2024	End Date:	December 31, 2024
Number of Personnel Hired Under This Grant	Full Time: 2	Part Time:	0

Obligations Imposed on the County When the Grant Expires

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

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

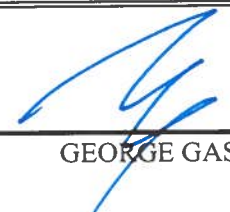
Impact of additional personnel on existing space:

None

Other requirements not mentioned above:

None

Department Head Signature



 GEORGE GASCÓN

Date

10-23-31

Grant Subaward Certification of Assurance of Compliance

Subrecipient: _____

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

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

I. **Proof of Authority – SRH 1.055**

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

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

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

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

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



Cal OES

GOVERNOR'S OFFICE
OF EMERGENCY SERVICES

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

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

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

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

VI. Lobbying – SRH Sections 2.040 and 4.105

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

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

CERTIFICATION

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

Official Designee's Signature: _____

Official Designee's Typed Name: GEORGE GASCÓN

Official Designee's Title: DISTRICT ATTORNEY

Date Executed: _____

APPROVED AS TO FORM:

Dawyn R. Harrison

County Counsel

By _____

UP
Deputy County Counsel

AUTHORIZED BY:

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

☐ City Financial Officer

☐ County Financial Officer

☐ City Manager

☐ County Manager

☒ Governing Board Chair

Signature: _____

Typed Name: LINDSEY P. HORVATH

Title: CHAIR, COUNTY OF LOS ANGELES BOARD OF SUPERVISORS

Date Executed: _____



GEORGE GASCÓN
LOS ANGELES COUNTY DISTRICT ATTORNEY

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

December 19, 2023

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

Dear Supervisors:

**AUTHORIZE THE DISTRICT ATTORNEY'S OFFICE
TO COMPLETE THE APPLICATION PROCESS AND ACCEPT GRANT FUNDS
FROM THE CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES
FOR THE HUMAN TRAFFICKING ADVOCATE PROGRAM
FOR THE PERFORMANCE PERIOD
BEGINNING JANUARY 1, 2024, AND ENDING DECEMBER 31, 2024
(ALL DISTRICTS) (3-VOTES)**

SUBJECT

This Board Letter requests authority for the County of Los Angeles District Attorney's Office (LADA) to complete the grant application process for continued grant funding for the California Governor's Office of Emergency Services (Cal OES), Human Trafficking Advocate (HA) Program for the performance period beginning January 1, 2024, and ending December 31, 2024, in the amount of \$147,000. The HA program (Subaward number HA23 01 0190) is supported with federal funds which are made possible through the United States Department of Justice (DOJ), Victims of Crime Act (VOCA), Victim Assistance Formula Grant Program 15POVC-22-GG-00708-ASSI (Assistance Listing number 16.575). Applicants are required to submit the necessary assurances and documentation with the grant application. Therefore, LADA requests that the Chair sign the attached Certification of Assurance of Compliance Form as required by the grantor.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Authorize LADA to complete the grant application process with the Cal OES, HA program for grant funds for the performance period beginning January 1, 2024, and ending December 31, 2024, in the amount of \$147,000.

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

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended actions is to continue the commitment of LADA's Bureau of Victim Services (BVS) to assist victims of crime by alleviating trauma caused to sex trade and forced labor human trafficking victims, especially minors.

On September 29, 2023, Cal OES released a Request for Proposal (RFP) for the HA program with the performance period beginning January 1, 2024, and ending December 31, 2024. The BVS is the major service provider for crime victims, their families, and witnesses in Los Angeles County (County) and meets the eligibility requirements to apply for grant funding. A funding chart included in the RFP designated up to \$147,000 in federal funding, with a local match requirement of \$36,750, and an option for a match waiver up to 100 percent reducing the total program cost to \$147,000. All grant awards must be expended by December 31, 2024. As part of the application process, applicants are required to complete a Grant Subaward Certification of Assurance of Compliance form which includes details regarding Proof of Authority by the Governing Board, Civil Rights Compliance, Equal Employment Opportunity, Drug-Free Workplace Act of 1990, California Environmental Quality Act, and Lobbying.

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

IMPLEMENTATION OF STRATEGIC PLAN GOALS

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

FISCAL IMPACT/FINANCING

The LADA's application requests grant funding in the amount of \$147,000 with a waived local match requirement of \$36,750, for a total program cost of \$147,000 for the performance period beginning January 1, 2024, and ending December 31, 2024. The HA grant funding is included in the FY 2023-24 Final Adopted Budget, and there is no net County cost impact associated with the proposed grant award.

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

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Board of Supervisors has designated the LADA, through its BVS, as the major provider of comprehensive services to victims of crime since 1977. Federal funds have been made available to the HA grantees to provide the intensive services needed by victims of sex trade and forced labor human trafficking crimes.

Human trafficking, or "modern day slavery," is a menacing problem throughout County. Though hard to quantify, estimates are that there are at least 100,000 to 300,000 commercially sexually exploited children in the United States with Los Angeles being a destination County for human trafficking. Trafficking crimes are inherently difficult to detect. When victims are rescued, cooperation with police is rarely forthcoming and many are unwilling to testify against the traffickers.

Victims of sex trade and forced labor crimes continue to be "hidden in plain sight" within the County's huge geographic territory and diverse population. Sex trade victims, particularly minors, are rotated on a "track" of main boulevards throughout the County: from San Fernando Valley to the border of Orange County (Pomona/Norwalk); to the Figueroa corridor (Central); and South County (Compton/Long Beach), which has the highest number of trafficking interceptions. The critical need for HA services throughout the County is underscored by the growing epidemic of children from foster care being recruited by street gangs into the "prostitution life." A 2010 study by Probation found that 60 percent of minors arrested for prostitution-related charges had a previous Department of Children and Family Services (DCFS) contact.

Two Victim Services Representatives (VSRs) or advocates will be assigned to the HA Program to provide direct victim services to trafficking victims in designated "hot spot" areas. The HA VSRs will work collaboratively, through criminal justice and interagency efforts, to help identify trafficking victims, aid in their rescue, provide for their safety, and deliver the rehabilitative services needed to assist in rebuilding their lives.

The HA VSRs will coordinate and provide services for trafficking victims, especially minors, in South County (Compton/Long Beach), Central (greater LA), East County (Pomona/Norwalk), and North County (Sylmar/San Fernando/Antelope Valley/Pasadena). The HA VSRs will work closely with the LADA Human Trafficking Unit prosecutors to provide victims the support needed to assist in bringing traffickers to justice. The comprehensive services provided by the HA VSRs include: crisis intervention, follow-up counseling, emergency services including witness protection and relocation, court orientation and escort, victim compensation application assistance, resource referrals, training to law enforcement agencies, community outreach, and activities that promote public awareness.

The HA VSRs maintain long-term contact with the trafficking victims, coordinating a panoply of continuing services. In 2022, the HA VSRs assisted 209 new trafficking victims. These victims are often caught in multiple court systems that can include dependency, criminal, and civil jurisdictions. To facilitate the coordinated delivery of services to this victim population, the HA VSRs participate in several working groups and taskforces targeting human trafficking of minors. In 2022, the HA VSRs attended 10 separate multi-disciplinary meetings related to human trafficking.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

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

CONCLUSION

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

Any questions may be directed to Ms. Nguyen at (213) 257-2802, or at QNguyen@da.lacounty.gov.

Respectfully submitted,

GEORGE GASCÓN
District Attorney

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Enclosures

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

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

Department	DISTRICT ATTORNEY'S OFFICE
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Grant Project Title and Description	HUMAN TRAFFICKING ADVOCATE (HA) PROGRAM
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The Board of Supervisors has designated the District Attorney's Office, through its Victim Witness Assistance Program (VWAP), as the major provider of comprehensive services to victims of crime since 1977. Federal funds have been made available to VWAP grantees to provide the intensive services needed by trafficking victims, both forced labor and sex trade, through the Human Trafficking Advocacy Program (HA). Human Trafficking, "modern day slavery," is a menacing problem throughout Los Angeles County. Although hard to quantify, estimates are that at least 100,000 to 300,000 commercially sexually exploited children are in the United States, with Los Angeles being a destination County for human trafficking. The target areas for the HA is South County (Compton/Long Beach); East County (Pomona/Norwalk); Central (greater LA/Westside communities); and North County (Pasadena/Sylmar/San Fernando/Antelope Valley).

Funding Agency	Program (Fed. Grant #/State Bill or Code #)	Grant Acceptance Deadline
CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES	PENAL CODE §13835 <i>et seq.</i>	Nov-27-2023

Total Amount of Grant Funding	\$147,000	County Match	\$0
Grant Period	Begin Date: January 1, 2024	End Date:	December 31, 2024
Number of Personnel Hired Under This Grant	Full Time: 1	Part Time:	1

Obligations Imposed on the County When the Grant Expires

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

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

Impact of additional personnel on existing space:

None

Other requirements not mentioned above:

None

Department Head Signature

GEORGE GASCÓN

Date

10-31-23

Grant Subaward Certification of Assurance of Compliance

Subrecipient: _____

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

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

I. **Proof of Authority – SRH 1.055**

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

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

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

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

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



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

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

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

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

VI. Lobbying – SRH Sections 2.040 and 4.105

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

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

CERTIFICATION

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

Official Designee's Signature: _____

Official Designee's Typed Name: GEORGE GASCON

Official Designee's Title: DISTRICT ATTORNEY

Date Executed: 11-7-23

APPROVED AS TO FORM:
Dawyn R. Harrison
County Counsel

By EP

Deputy County Counsel

AUTHORIZED BY:

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

☐ City Financial Officer

☐ City Manager

☒ Governing Board Chair

☐ County Financial Officer

☐ County Manager

Signature: _____

Typed Name: LINDSEY P. HORVATH

Title: CHAIR, COUNTY OF LOS ANGELES BOARD OF SUPERVISORS

Date Executed: _____



RICARDO D. GARCÍA
Public Defender

**LOS ANGELES COUNTY PUBLIC
DEFENDER**

CLARA SHORTRIDGE FOLTZ CRIMINAL JUSTICE CENTER

210 WEST TEMPLE STREET, 19th FLOOR
LOS ANGELES, CA 90012
(213) 974-2811/Fax (213) 625-5031
<http://pubdef.lacounty.gov>



EXECUTIVE OFFICE

Justine M. Esack
Chief Deputy

Ruben Marquez
Chief of Staff

December 19, 2023

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

**AUTHORIZE THE PUBLIC DEFENDER TO EMPLOY TWO RETIRED COUNTY
EMPLOYEES ON A TEMPORARY BASIS
AND GRANT AN EXCEPTION TO THE
180-DAY WAITING PERIOD REQUIRED UNDER CALPERS**

**(ALL SUPERVISORIAL DISTRICTS)
(3 VOTES)**

SUBJECT

The Los Angeles County Public Defender is requesting the Board's approval to grant an exception to the 180-day waiting period required under the California Public Employee's Pension Reform Act of 2013 before reinstating retired County employees as 120-day rehired retirees. The Department affirms that the two retirees are highly skilled and the services they will be providing are critical.

IT IS RECOMMENDED THAT THE BOARD:

1. Waive the 180-day break in service requirement and reinstate retired County employee, David Canas, to a 120-day temporary assignment as a Deputy Public Defender II within the Department's, East Region, Pasadena Branch Office.

2. Waive the 180-day break in service requirement and reinstate retired County employee, Laine Kontos, to a 120-day temporary assignment as a Deputy Public Defender II within the Department's, North Region, Van Nuys Area Office.
3. Approve the request for David Canas to receive compensation at the rate of \$69.14 per hour, for up to 960 work hours within a fiscal year, upon the Board's approval of his temporary reinstatement as a Deputy Public Defender II.
4. Approve the request for Laine Kontos to receive compensation at the rate of \$69.14 per hour, for up to 960 work hours within a fiscal year, upon the Board's approval of her temporary reinstatement as a Deputy Public Defender II.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The Department, like many other County departments and outside organizations is enduring a post-pandemic wave of higher than usual employee turn-over. For context, from 2012 to 2019, the Department's turnover rate was 4%, below the Countywide average of 5% during the same period. From 2020 to 2023, the Department's turnover rate is 9%. The turnover trend has increased the Department's vacancy rate from 4% to 8%.

To address the turnover trend and the associated operational challenges, the Department has implemented several mitigation measures. For example, it has streamlined recruitment and hiring to backfill vacant attorney positions and fill operational gaps. Whereas historically the Public Defender only recruited and hired attorneys at the entry-level, it has now expanded its recruitment and hiring to include more experienced attorneys at the level of Deputy Public Defender II. Additionally, the Public Defender has collaborated with the Los Angeles County Employees Retirement Association to recruit and enlist retired public defender attorneys to bolster staffing levels. These measures, while effective, are insufficient to address attrition that industry analysts have begun calling the "Forever Labor Shortage".

The request to waive the 180-day break in service requirement will provide the department with immediate additional resources it needs to help address the operational challenges, while it continues to hire and train more permanent staff.

Pasadena Branch Office:

There is an immediate need for a 120-day retiree employee to assist in the Public Defender's Pasadena Branch Office in arraignment/Early Disposition Program (EDP) court. Historically, this courtroom was staffed by two full-time attorneys. This courtroom is currently staffed by one full-time lawyer and one 120-day lawyer, which is insufficient

to meet the needs of the volume of clients coming through that court. Currently, our full-time EDP lawyer has over 400 active cases assigned to her.

Not only is this courtroom the felony arraignment and EDP court for the Pasadena branch, but it also handles the Pasadena Drug Court on Tuesdays and Thursdays, Los Angeles Centers for Alcohol and Drug Abuse (L.A. CADA) and Risk-Need-Responsibility (RNR) drug program placements on Mondays and Wednesdays, as well as regular Mental Health Diversion evaluations.

The Rapid Diversion Program (RDP) was recently launched in Pasadena and the felony RDP cases are conducted primarily out of this courtroom. RDP cases have added to the workload from that court and makes it critical to add another 120-day retiree lawyer to assist.

Van Nuys Area Office:

There is a current and critical need for staffing in one of the Department's Van Nuys courtrooms, Department 101. Department 101 is a mega misdemeanor arraignment court that resulted from a restructuring and combination of two misdemeanor arraignment courts, both traffic and non-traffic. It is a high-volume court, currently staffed by three 120-day rehires. One of the three has recently reduced his work schedule and his future availability is uncertain. Another has given the Public Defender notice that personal matters require her to scale back her availability, leaving only one attorney working regularly three days per week in this courtroom. A 120-day retiree rehire will provide much-needed support to the Department 101 operation.

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 and is aligned with the Board's *Care First, Jails Last*, and Alternatives to Incarceration priorities.

FISCAL IMPACT / FINANCING

The department will utilize current budgeted vacancies to fund the requested rehired retirees.

FACTS AND PROVISION/LEGAL REQUIREMENTS

The recommended action is consistent with the Public Employee's Pension Reform Act of 2013, which allows a person who retires from the County to serve without reinstatement from retirement or loss or interruption of benefits provided by the retirement system,

The Honorable Board of Supervisors
December 19, 2023
Page 4

before a period of 180 days following the date of retirement, as long as the Board certifies the position is critically needed. The retired person has the skills required to perform work of limited duration.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The recommended actions will mitigate operational deficiencies caused by severe understaffing levels within the Department.

Respectfully submitted,

RICARDO D. GARCIA
Public Defender

RDG:jt:bd

Enclosures

c: Executive Office, Board of Supervisors
Chief Executive Officer
County Counsel
Auditor-Controller
Human Resources
Los Angeles County Employees Retirement Association



ANTHONY C. MARRONE
FIRE CHIEF
FORESTER & FIRE WARDEN

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

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

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SECOND DISTRICT

LINDSEY P. HORVATH
THIRD DISTRICT

KATHRYN BARGER
FIFTH DISTRICT

December 19, 2023

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

Dear Supervisors:

APPROVAL OF A SOLE SOURCE CONTRACT WITH RADIOMOBILE INC., FOR MAINTENANCE SERVICES FOR NARROWBAND MOBILE DATA NETWORK, MOBILE DATA COMPUTER, AND STATION CONTROL UNIT SYSTEM (ALL DISTRICTS) (3 VOTES)

SUBJECT

The Consolidated Fire Protection District of Los Angeles County (District) is requesting Board of Supervisors (Board) approval to establish a sole source contract with RadioMobile Inc. (RadioMobile). Under this contract, RadioMobile will provide annual maintenance services for the District's Narrowband Mobile Data Network (NMDN), Mobile Data Computer (MDC) alerting application, and Station Control Unit (SCU) system.

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

1. Approve and instruct the Fire Chief, or his designee, to sign the enclosed sole source contract (Enclosure A), which has been approved as to form by County Counsel, between the District and RadioMobile. This contract shall commence on January 1, 2024.
2. Authorize the maximum contract sum of \$3,083,691 for the five-year contract term. The maximum contract sum is comprised of annual expenditures as follows:

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

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

CARSON
CERRITOS
CLAREMONT
COMMERCE
COVINA
CUDAHY
DIAMOND BAR
DUARTE

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

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

LAWNDALE
LOMITA
LYNWOOD
MALIBU
MAYWOOD
NORWALK
PALMDALE
PALOS VERDES ESTATES
PARAMOUNT

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

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

Contract Year 1: \$501,310
Contract Year 2: \$508,871
Contract Year 3: \$516,584
Contract Year 4: \$524,451
Contract Year 5: \$532,475

Plus, an unanticipated/on-demand service budget of \$100,000 per year.

3. Delegate authority to the Fire Chief, or his designee, to execute amendments, suspensions, or termination if deemed necessary, in accordance with the approved contract terms and conditions, and with County Counsel approval as to form.
4. Find that this contract is exempt from the provisions of the California Environmental Quality Act (CEQA).

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

In 2018, the District purchased hardware, equipment, application software, and maintenance services for the NMDN, MDC alerting application, and the SCU system from RadioMobile. RadioMobile designed and built the MDC software and SCU systems to interface with the District's Computer Aided Dispatch system and the Los Angeles Regional Interoperable Communications System (LA-RICS) NMDN, to ensure full operational compatibility with critical dispatch systems. Since then, the County's Internal Services Department (ISD) has issued purchase orders for these services; however, the costs for 2024 are above ISD's \$200,000 threshold for services. The 2024 RadioMobile contract reflects an increase in costs that include two additional annual maintenance services and the on-demand service budget. Therefore, ISD cannot continue to process purchase orders for these services, and a Board-approved contract is necessary. Under this contract, RadioMobile will continue to provide annual maintenance services for the District's NMDN, MDC alerting application, and SCU systems. The current purchase order with RadioMobile is set to expire on December 31, 2023.

Implementation of Strategic Plan Goals

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

FISCAL IMPACT/FINANCING

The District, as a Special District, is funded independently from the County's General Fund, and relies primarily on property tax revenue to provide essential fire protection and emergency medical services.

The maximum contract expenditure for these services is \$3,083,691 for the five-year contract term. Sufficient funding is included in the District's Fiscal Year 2023-24 Final Adopted

Budget. The District will continue to allocate the necessary funds throughout the duration of the contract. The contract does not include an allowance for Cost-of-Living Adjustments.

There is no impact to net County cost.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The District is authorized to contract for these services under the California Health and Safety Code Section 13861. The enclosed contract provides that the District has no obligation to pay for expenditures incurred by the contractor beyond the established contract pricing mechanisms. Furthermore, RadioMobile will not be asked to perform services exceeding the approved scope of work or term.

ENVIRONMENTAL DOCUMENTATION

The services provided through the proposed contract will not have a significant effect on the environment; and, therefore, are exempt from CEQA, pursuant to Section 15061 (b) (3) of the CEQA guidelines.

CONTRACTING PROCESS

On April 18, 2023, the District notified your Board of its intent to enter into negotiations with RadioMobile for a new sole source contract, pursuant to Board of Supervisors' policy 5.100, Sole Source Contracts. The Sole Source Checklist was approved by the CEO and is enclosed (Enclosure B). The District and RadioMobile completed contract negotiations and agreed to the terms and conditions as described in the contract. The contract has been approved as to form by County Counsel and signed by RadioMobile.

IMPACT ON CURRENT SERVICES

Approval of the recommended actions will allow the District to continue to obtain these essential services from RadioMobile. These services have a direct effect on the District's emergency operations. Without these services, the ability of the District's fire personnel to perform their day-to-day duties will be severely impacted.

Award of this contract will not result in the displacement of any County employees as these services are currently obtained from RadioMobile via purchase orders. Additionally, the contract will not result in a reduction of service and there is no change in risk exposure to the County.

CONCLUSION

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

Consolidated Fire Protection District of Los Angeles County
Executive Office - Business Operations
Attention: Marissa Martin Jensen, Administrative Services Manager II
1320 North Eastern Avenue
Los Angeles, CA 90063
Marissa.MartinJensen@fire.lacounty.gov

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

Respectfully submitted,

ANTHONY C. MARRONE, FIRE CHIEF

ACM:cs

Enclosures

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

CONTRACT



BY AND BETWEEN

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

AND

RADIOMOBILE INC.

FOR

MOBILE DATA SYSTEM MAINTENANCE AGREEMENT

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STANDARD EXHIBITS

- A Statement of Work and Attachments
- B Pricing Sheet
- C Equipment, Software, On-Demand Services and Preventative Maintenance List
- D District's Administration
- E Contractor's Administration
- F Contractor Acknowledgement and Confidentiality Agreement
- G Safely Surrendered Baby Law
- H Information Security and Privacy Requirements
- I Field Service Document

CONTRACT BETWEEN
CONSOLIDATED FIRE PROTECTION DISTRICT OF
LOS ANGELES COUNTY
AND
RADIOMOBILE INC.
FOR
MOBILE DATA SYSTEM MAINTENANCE AGREEMENT

This Contract and Exhibits made and entered into this **1st** day of **January**, **2024** by and between the Consolidated Fire Protection District of Los Angeles County, hereinafter referred to as "District" and RadioMobile Inc., hereinafter referred to as "Contractor." Contractor is located at 8801 Kenamar Drive, San Diego CA 92121.

RECITALS

WHEREAS, the District may contract with private businesses for Mobile Data System Maintenance Services when certain requirements are met; and

WHEREAS, the Contractor is a private firm specializing in providing Mobile Data System Maintenance Services; and

WHEREAS, the District is authorized to enter into contracts for special services pursuant to California Health and Safety Code Section 13861; and

WHEREAS, Contractor is an equipment, software and systems integrator providing mobile data solutions for commercial fleet operators particularly Public Safety, Emergency Medical, Utility, and Transport industries and Ready-Mix industries; and

WHEREAS, the District has a Mobile Data (MCT) system ("System") which includes some or all of the following equipment: IQ Mobile Servers, Network hardware, radio and modem equipment, computer hardware, and related software, mobile radio hardware units, fire alerting systems and related items that are provided by Contractor; and

WHEREAS, the District has a financially based or emergency need for continued maintenance of their System in order to keep the System functioning properly; and

WHEREAS, Contractor has the resources and ability to provide the standard maintenance elements and support needed to keep District's System in proper working order;

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties agree to the following:

1 APPLICABLE DOCUMENTS

Exhibits A, B, C, D, E, F, G, H and I are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency will be resolved by giving precedence first to the terms and conditions of the Contract and then to the Exhibits according to the following priority.

Standard Exhibits:

Exhibit A - Statement of Work and Attachments

Exhibit B - Pricing Sheet

Exhibit C - Equipment, Software, On-Demand Services and Preventative Maintenance List

Exhibit D - District's Administration

Exhibit E - Contractor's Administration

Exhibit F - Contractor Acknowledgement and Confidentiality Agreement

Exhibit G - Safely Surrendered Baby Law

Exhibit H - Information Security and Privacy Requirements

Exhibit I - Field Service Document

This Contract constitutes the complete and exclusive statement of understanding between the parties, and supersedes all previous contracts, written and oral, and all communications between the parties relating to the subject matter of this Contract. No change to this Contract shall be valid unless prepared pursuant to Paragraph 8.1 (Amendments) and signed by both parties.

2 DEFINITIONS

Standard Definitions:

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein must be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

- 2.1 **Board of Supervisors (Board)**: The Board of Supervisors of the County of Los Angeles; the governing body of the District and the County of Los Angeles.
- 2.2 **Contract**: This agreement executed between District and Contractor. Included are all supplemental agreements amending or extending the service to be performed. The Contract sets forth the terms and conditions for the issuance and performance of all tasks, deliverables, services and other work
- 2.3 **Contractor**: The person or persons, sole proprietor, partnership, joint venture, corporation or other legal entity who has entered into an agreement with the District to perform or execute the work covered by this Contract.
- 2.4 **Contractor Project Manager**: The person designated by the Contractor to administer the Contract operations under this Contract.
- 2.5 **County**: The County of Los Angeles, a political subdivision of the State of California.
- 2.6 **District**: The Consolidated Fire Protection District of Los Angeles County; a Special District within Los Angeles County.
- 2.7 **District Project Director**: Person designated by District with authority for District on contractual or administrative matters relating to this Contract that cannot be resolved by the District's Project Manager.
- 2.8 **District Project Manager**: Person designated by District's Project Director to manage the operations under this Contract.
- 2.9 **Statement of Work**: The directions, provisions, and requirements provided herein and special provisions pertaining to the method, frequency, manner and place of performing the Contract services.
- 2.10 **Subcontract**: An agreement by the contractor to employ a subcontractor to provide services to fulfill this Contract.
- 2.11 **Subcontractor**: Any individual, person or persons, sole proprietor, firm, partnership, joint venture, corporation, or other legal entity furnishing supplies, services of any nature, equipment, and/or materials to contractor in furtherance of contractor's performance of this Contract, at any tier, under oral or written agreement.
- 2.12 **Day(s)**: Calendar day(s) unless otherwise specified.

- 2.13 Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.

3 WORK

- 3.1** Pursuant to the provisions of this Contract, the Contractor must fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth in herein.
- 3.2** If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same will be deemed to be a gratuitous effort on the part of the contractor, and the contractor must have no claim whatsoever against the District.
- 3.3** Software revision must be the same for all like devices at no cost during the term of this Contract. During the term of this Contract, Contractor shall, at its own cost, maintain in escrow (hereinafter "Escrow") its Source Code (and any other materials) provided by Contractor under this Contract (hereinafter "Deposit").
- 3.4** All proprietary or custom Software must be kept in an escrow account available to the District. The Contractor must, at its own cost, maintain in Escrow its Source Code (and any other materials) provided by the Contractor under this Contract Final System Acceptance. The District must have full access to the escrow account should the Contractor go out of business or lose the capability of maintaining the current system. If the Contractor changes their name or is bought out, all the software in the escrow account must be updated and kept current. At the end of this Contract period the Contractor will provide the District a quote to maintain the escrow account for an additional five years.

4 TERM OF CONTRACT

- 4.1** The term of this Contract shall be **five (5)** years commencing after approval by County's Board of Supervisors, and execution by the Fire Chief or his designee, unless sooner terminated or extended, in whole or in part, as provided in this Contract.
- 4.2** The County maintains databases that track/monitor contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the District will exercise a contract term extension option.
- 4.3** The Contractor shall notify the District when this Contract is within six (6) months of the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor shall send written notification to the District at the address herein provided in Exhibit D - District's Administration.

5 MAXIMUM CONTRACT SUM

- 5.1** The amount the District shall expend from its own funds during the entire five (5) year term of this Contract **shall not exceed \$3,083,691** in aggregate, with annual maintenance firm fixed pricing as follows:

Year 1 at \$501,310

Year 2 at \$508,871

Year 3 at \$516,584

Year 4 at \$524,451

Year 5 at \$532,475

plus an unanticipated/on-demand budget of \$100,000 per year.

- 5.1.1 The Maximum Contract Sum shall be the maximum monetary amount available that is payable by the District to the Contractor for supplying all the Services, Deliverables, Work, etc.

This is not a commitment or offer on the part of the District to expend the Maximum Contract Sum. The Contractor shall perform and complete all Services required of the Contractor under this Contract as set forth in Exhibit B (Pricing Sheet), but in any event, not in excess of the Maximum Contract Sum.

- 5.1.2 The Contractor acknowledges and agrees the Maximum Contract Sum is an all-inclusive, not-to-exceed price that cannot be adjusted for any costs or expenses whatsoever of Contractor. This Contract includes the full amount of compensation and reimbursement the District will be asked to provide to the Contractor in order for the Contractor to fully perform all of its obligations under this Contract, with such amount of compensation and reimbursement subject to any executed Amendments if applicable. The Contractor understands the District is entering into this Contract in reliance upon the premise that the Contractor shall fully perform all of its obligations under this Contract without seeking any additional compensation or reimbursement beyond that already provided for in this Contract, subject to any Amendments, if applicable. It is the Contractor's risk and responsibility to achieve and timely deliver the Services in accordance with the requirements of the Contract.

5.1.3 On-Demand Services – Hourly

The District will require maintenance to the System that is not covered within the scope of the Hardware and Software Maintenance. To handle these requirements Contractor will provide District with additional technical consultants to work on District specified maintenance activity, either on-site or remotely.

Contractor will provide District with additional technical personnel for On-Demand Maintenance, on a Time and Materials basis paid at the hourly rates identified in Exhibit B. Classifications of Contractor's Technical Personnel:

(a) Senior Engineer

- (b) Database Administrator
- (c) Senior Software Engineer
- (d) QA Engineer
- (e) System Architect
- (f) Project Manager

Each Calendar Year the District will establish a Work Authorization which contains a "Not to Exceed" dollar threshold for that Work Authorization. Under no circumstances is Contractor to commence working without District's approval of Work Authorization.

Contractor will provide an accounting of all charges to the District if On-Demand Maintenance has been utilized by District. Contractor will track the declining balance of the "Not to Exceed" dollar amount and include it in Contractor's invoices.

Types of Payment

There are two types of payments contained in this Contract. The payment mechanisms are:

1. Maintenance and warranty services
2. On-Demand services

5.2 Written Approval for Reimbursement

The Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any person or entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall not occur except with the District's express prior written approval.

5.3 Notification of 75% of Total Contract Sum

The Contractor shall maintain a system of record keeping that will allow the Contractor to determine when it has incurred seventy-five percent (75%) of the total contract sum under this Contract. Upon occurrence of this event, the Contractor shall send written notification to the District at the address herein provided in Exhibit E, District's Administration.

5.4 No Payment for Services Provided Following Expiration- Termination of Contract

The Contractor shall have no claim against District for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the Contractor after the expiration or other termination of this Contract except to the extent any such services were authorized prior to Contract expiration or termination and/or

knowingly accepted by the District. Any Work and/or Work Authorization Order in progress prior to the expiration or termination of the Contract shall be completed by the Contractor for full payment of services rendered. The District, may at its discretion, verbally and/or by written notice direct any authorized Work to stop and the Contractor shall stop the Work promptly. The Contractor shall be entitled to payment for Work completed prior to receipt of notice to stop and any Work performed to preserve and protect the District's property. This provision shall survive the expiration or other termination of this Contract.

5.5 Invoices and Payments

- 5.5.1 The Contractor shall invoice the District only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A - Statement of Work and elsewhere hereunder. The Contractor shall prepare invoices, which shall include the charges owed to the Contractor by the District under the terms of this Contract. The Contractor's payments shall be as provided in Exhibit B (Pricing Sheet) and the Contractor shall be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the District. If the District does not approve work in writing no payment shall be due to the Contractor for that work.
- 5.5.2 The Contractor's invoices shall be priced in accordance with Exhibit B (Pricing Sheet).
- 5.5.3 The Contractor's invoices shall contain the information set forth in Exhibit A (Statement of Work) describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed.
- 5.5.4 For Maintenance and warranty services, Contractor shall submit the yearly invoices to the District by the 1st calendar day of the month for the year of service.
- 5.5.5 For On-Demand services, payment to Contractor shall be made on an arrears basis, upon acceptance of completed work by the District, provided that the Contractor is not in default under any provisions of this Contract. Contractor shall email one (1) copy of the invoice to the following:
 - Bryan Webb, District Project Manager, Email: Bryan.Webb@fire.lacounty.gov
 - Nicholas Berkuta, District Project Director, Email: Nicholas.Berkuta@fire.lacounty.govfor review and approval of all invoices; and
 - Fire-InvoiceSubmission@fire.lacounty.gov for payment of all invoices.

The Contractor's invoices shall include the following:

- Contract Number
- Date(s) of Service
- A breakdown of labor hours and hourly rate
i.e.: 3 hours @ \$20/hour = \$60.00
- Employee Name and Employee Number of District Employee who ordered or authorized the service.
- Brief description of services.
- Copy of subcontractor or sublet invoice, if applicable.
- Signature of authorized District employee. Contractor's failure to obtain the signature of District employee authorizing the work may result in a delay of payment.

5.5.6 District Approval of Invoices

All invoices submitted by the Contractor for payment must have the written approval of the District's Project Manager prior to any payment thereof. In no event shall the District be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld.

5.5.7 Local Small Business Enterprises – Prompt Payment Program *(if applicable)*

Certified Local Small Business Enterprises (LSBEs) will receive prompt payment for services they provide to the District. Prompt payment is defined as fifteen (15) calendar days after receipt of an undisputed invoice.

5.7 Default Method of Payment: Direct Deposit or Electronic Funds Transfer

- 5.7.1 The County, at its sole discretion, has determined that the most efficient and secure default form of payment for goods and/or services provided under an agreement/ contract with the County shall be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).
- 5.7.2 The Contractor shall submit a direct deposit authorization request via the website <https://directdeposit.lacounty.gov> with banking and vendor information, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.
- 5.7.3 Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit shall supersede this requirement with respect to those payments.
- 5.7.4 At any time during the duration of the agreement/contract, a Contractor may submit a written request for an exemption to this requirement. Such request

must be based on specific legal, business or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is necessary. The A-C, in consultation with the contracting department(s), shall decide whether to approve exemption requests.

5.8 Travel

All travel related costs are the responsibility of the Contractor. The District will not be responsible for paying or reimbursing Contractor for any travel related costs.

6 ADMINISTRATION OF CONTRACT – DISTRICT

A listing of all District Administration referenced in the following subparagraphs are designated in Exhibit D - District's Administration. The District will notify the Contractor in writing of any change in the names or addresses shown.

6.1 District's Project Director

The responsibilities of the District's Project Director include:

- Coordinating with Contractor and ensuring Contractor's performance of the Contract; however, in no event shall Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby; and
- Upon request of the Contractor, providing direction to the Contractor, as appropriate in areas relating to District policy, information requirements, and procedural requirements; however, in no event, shall Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby.

6.2 District's Project Manager

The role of the District's Project Manager is to oversee the day-to-day administration of this Contract; however, in no event shall Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby. The District's Project Manager's responsibilities include:

- Meeting with the Contractor's Project Manager on a regular basis; and
- Inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor; however, in no event shall Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby.

The District's Project Manager is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate District in any respect whatsoever.

6.3 District's Contract Administrator

The responsibilities of the District's Contract Administrator include:

- Ensuring that the objectives of this Contract are met; and
- Making changes in the terms and conditions of this Contract in accordance with Sub-paragraph 8.1, Amendments; and
- Providing direction to Contractor in the areas relating to District policy, information requirements, and procedural requirements.

7 ADMINISTRATION OF CONTRACT – CONTRACTOR

A listing of all of Contractor's Administration referenced in the following paragraphs is designated in Exhibit E (Contractor's Administration). The Contractor will notify the District in writing of any change in the names or addresses shown.

7.2 Contractor's Project Manager

- 7.2.1 The Contractor's Project Manager is designated in Exhibit E (Contractor's Administration). The Contractor shall notify the District in writing of any change in the name or address of the Contractor's Project Manager.
- 7.2.2 The Contractor's Project Manager shall be responsible for the Contractor's day-to-day activities as related to this Contract and shall meet and coordinate with the District's Project Manager on a regular basis.

7.3 Approval of Contractor's Staff

District has the absolute right to approve or disapprove all of the Contractor's staff performing work hereunder and any proposed changes in the Contractor's staff, including, but not limited to, the Contractor's Project Manager.

7.4 Contractor's Staff Identification

Contractor shall provide, at Contractor's expense, all staff providing on-site services under this Contract with a photo identification badge; if unaccompanied, Contractor staff must have a County photo identification badge. If Contractor's staff does not have a County photo identification badge, staff must be escorted by District staff.

7.5 Background and Security Investigations

- 7.5.1 Each of Contractor's staff performing on-site services under this Contract, as determined by District in District's sole discretion, shall undergo and pass a background investigation to the satisfaction of District as a condition of beginning and continuing to perform services under this Contract. Such

background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review, which may include, but shall not be limited to, criminal conviction information. The fees associated with the background investigation shall be at the expense of the Contractor, regardless of whether the member of Contractor's staff passes or fails the background investigation.

If a member of Contractor's staff does not pass the background investigation, District may request that the member of Contractor's staff be removed immediately from performing services under the Contract. Contractor shall comply with District's request at any time during the term of the Contract. District will not provide to Contractor or to Contractor's staff any information obtained through the District's background investigation.

7.5.2 District shall immediately deny or terminate facility access to any member of Contractor's staff that does not pass such investigation to the satisfaction of the District or whose background or conduct is incompatible with District facility access.

7.5.3 Disqualification of any member of Contractor's staff pursuant to this Paragraph 7.5 shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

7.6 Confidentiality

7.6.1 Contractor must maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.

7.6.2 Contractor must indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Paragraph 7.6, as determined by County in its sole judgment. Any legal defense pursuant to contractor's indemnification obligations under this Paragraph 7.6 will be conducted by contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County will have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County will be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from

Contractor for all such costs and expenses incurred by County in doing so. Contractor will not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

- 7.6.3 Contractor must inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract. Contractor must sign and adhere to the provisions of Exhibit F (Contractor Acknowledgement and Confidentiality Agreement).

8 STANDARD TERMS AND CONDITIONS

8.1 Amendments

- 8.1.1 For any change which affects the scope of work, term, contract sum, payments, or any term or condition included under this Contract, an amendment to the Contract shall be prepared and executed by the contractor and by the Fire Chief or his designee.
- 8.1.2 The County's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The District reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Executive Officer. To implement such changes, an Amendment to the Contract shall be prepared and executed by the contractor and by the Fire Chief or his designee.
- 8.1.3 The Fire Chief or his designee may at his sole discretion, authorize extensions of time as defined in Paragraph 4 - Term of Contract. The contractor agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an Amendment to the Contract shall be prepared and executed by the contractor and by the Fire Chief or his designee.

8.2 Assignment and Delegation/Mergers or Acquisitions

- 8.2.1 The contractor must notify the District of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If the contractor is restricted from legally notifying the District of pending acquisitions/mergers, then it should notify the District of the actual acquisitions/mergers as soon as the law allows and provide to the District the legal framework that restricted it from notifying the District prior to the actual acquisitions/mergers.

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

8.3 Authorization Warranty

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

8.4 Budget Reductions

In the event that the County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County contracts, the County reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the services to be provided by the contractor under this Contract will also be reduced correspondingly. The District's notice to the contractor regarding said reduction in payment obligation will be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, the contractor must continue to provide all of the services set forth in this Contract.

8.5 Complaints

- 8.5.1 The contractor must develop, maintain and operate procedures for receiving, investigating and responding to complaints.

8.5.2 Complaint Procedures

- 8.5.2.1 Within forty-five (45) business days after the Contract effective date, the contractor must provide the District with the contractor's policy for receiving, investigating and responding to user complaints. The District will review the contractor's policy and provide the contractor with approval of said plan or with requested changes. If the District requests changes in the contractor's policy, the contractor must make such changes and resubmit the plan within five (5) business days for District approval. If, at any time, the contractor wishes to change the contractor's policy, the contractor must submit proposed changes to the District for approval before implementation.
- 8.5.2.2 The contractor must preliminarily investigate all complaints and notify the District's Project Manager of the status of the investigation within five (5) business days of receiving the complaint. When complaints cannot be resolved informally, a system of follow-through will be instituted which adheres to formal plans for specific actions and strict time deadlines.
- 8.5.2.3 Copies of all written responses must be sent to the District's Project Manager within three (3) business days of mailing to the complainant.

8.6 Compliance with Applicable Law

- 8.6.1 In the performance of this Contract, contractor must comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.
- 8.6.2 Contractor must indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to contractor's indemnification obligations under Paragraph 8.6 (Compliance with Applicable Law) will be conducted by contractor and performed by counsel selected by contractor and approved by County. Notwithstanding the preceding sentence, County will have the right to participate in any such defense at its sole cost and expense, except that

in the event contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County will be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from contractor for all such costs and expenses incurred by County in doing so. Contractor will not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

8.7 Compliance with Civil Rights Laws

The contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person will, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. Additionally, contractor certifies to the District:

- 8.7.1 That contractor has a written policy statement prohibiting discrimination in all phases of employment.
- 8.7.2 That contractor periodically conducts a self-analysis or utilization analysis of its work force.
- 8.7.3 That Contractor has a system for determining if its employment practices are discriminatory against protected groups.
- 8.7.4 Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables.

8.8 Compliance with the County's Jury Service Program

8.8.1 Jury Service Program

This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in [Sections 2.203.010 through 2.203.090 of the Los Angeles County Code](#).

8.8.2 Written Employee Jury Service Policy

- 8.8.2.1 Unless the contractor has demonstrated to the County's satisfaction either that the contractor is not a "contractor" as defined under the Jury Service Program ([Section 2.203.020 of the County Code](#)) or that the contractor qualifies for an exception to the Jury Service Program ([Section 2.203.070 of](#)

[the County Code](#)), the contractor must have and adhere to a written policy that provides that its Employees will receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the Employee's regular pay the fees received for jury service.

- 8.8.2.2 For purposes of this paragraph, "contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of fifty thousand dollars (\$50,000) or more in any twelve (12) month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the contractor. "Full-time" means forty (40) hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of ninety (90) days or less within a twelve (12) month period are not considered full-time for purposes of the Jury Service Program. If the contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor will also be subject to the provisions of this paragraph. The provisions of this paragraph will be inserted into any such subcontract agreement and a copy of the Jury Service Program must be attached to the agreement.
- 8.8.2.3 If the contractor is not required to comply with the Jury Service Program when the Contract commences, the contractor will have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the contractor must immediately notify the County if the contractor at any time either comes within the Jury Service Program's definition of "contractor" or if the contractor no longer qualifies for an exception to the Jury Service Program. In either event, the contractor must immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that the contractor demonstrate, to the County's satisfaction that the contractor either continues to remain outside of the Jury Service Program's definition of "contractor" and/or that the contractor continues to qualify for an exception to the Program.

8.8.2.4 Contractor's violation of this paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar the contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

8.9 Conflict of Interest

8.9.1 No County employee whose position with the County enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, will be employed in any capacity by the contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of the contractor who may financially benefit from the performance of work hereunder will in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

8.9.2 The contractor must comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. The contractor warrants that it is not now aware of any facts that create a conflict of interest. If the contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it must immediately make full written disclosure of such facts to the County. Full written disclosure must include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this paragraph will be a material breach of this Contract.

8.10 Consideration of Hiring County Employees Targeted for Layoffs or are on a County Re-Employment List

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

8.11 Consideration of Hiring GAIN-GROW Participants

8.11.1 Should the contractor require additional or replacement personnel after the effective date of this Contract, the contractor will give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the contractor's minimum qualifications for the open position. For this purpose, consideration will mean that the contractor will interview qualified candidates. The County will refer

GAIN-GROW participants by job category to the contractor. Contractors must report all job openings with job requirements to: GAINGROW@DPSS.LACOUNTY.GOV and BSERVICES@WDACS.LACOUNTY.GOV and DPSS will refer qualified GAIN/GROW job candidates.

- 8.11.2 In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees must be given first priority.

8.12 Contractor Responsibility and Debarment

8.12.1 Responsible Contractor

A responsible contractor is a contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible contractors.

8.12.2 Chapter 2.202 of the County Code

The contractor is hereby notified that, in accordance with [Chapter 2.202 of the County Code](#), if the County acquires information concerning the performance of the contractor on this or other contracts which indicates that the contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five (5) years but may exceed five (5) years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the contractor may have with the County.

8.12.3 Non-responsible Contractor

The County may debar a contractor if the Board of Supervisors finds, in its discretion, that the contractor has done any of the following: 1) violated a term of a contract with the County or a nonprofit corporation created by the County, 2) committed an act or omission which negatively reflects on the contractor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, 3) committed an act or offense which indicates a lack of business integrity or business honesty, or 4) made or submitted a false claim against the County or any other public entity.

8.12.4 Contractor Hearing Board

- 8.12.4.1 If there is evidence that the contractor may be subject to debarment, the District will notify the contractor in writing of the evidence which is the basis for the proposed debarment and will advise the contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- 8.12.4.2 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The contractor and/or the contractor's representative will be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board will prepare a tentative proposed decision, which will contain a recommendation regarding whether the contractor should be debarred, and, if so, the appropriate length of time of the debarment. The contractor and the District will be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
- 8.12.4.3 After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board will be presented to the Board of Supervisors. The Board of Supervisors will have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- 8.12.4.4 If a contractor has been debarred for a period longer than five (5) years, that contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the contractor has adequately demonstrated one or more of the following: 1) elimination of the grounds for which the debarment was imposed; 2) a bona fide change in ownership or management; 3) material evidence discovered after debarment was imposed; or 4) any other reason that is in the best interests of the County.
- 8.12.4.5 The Contractor Hearing Board will consider a request for review of a debarment determination only where 1) the contractor has been debarred for a period longer than five (5) years; 2) the debarment has been in effect for at least five (5) years; and 3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on

the request. At the hearing, the Contractor Hearing Board will conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing will be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

- 8.12.4.6 The Contractor Hearing Board's proposed decision will contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board will present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors will have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

8.12.5 Subcontractors of Contractor

These terms will also apply to subcontractors of County contractors.

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

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

8.14 Contractor's Warranty of Adherence to County's Child Support Compliance Program

- 8.14.1 The contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through contracts are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.
- 8.14.2 As required by the County's Child Support Compliance Program ([County Code Chapter 2.200](#)) and without limiting the contractor's duty under this Contract to comply with all applicable provisions of law, the contractor warrants that it is now in compliance and will during the term of this Contract, maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section

1088.5, and will implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

8.15 District's Quality Assurance Plan

The District or its agent(s) will monitor the contractor's performance under this Contract on not less than an annual basis. Such monitoring will include assessing the contractor's compliance with all Contract terms and conditions and performance standards. Contractor deficiencies which the District determines are significant or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors and listed in the appropriate contractor performance database. The report to the Board will include improvement/corrective action measures taken by the District and the contractor. If improvement does not occur consistent with the corrective action measures, the District may terminate this Contract or impose other penalties as specified in this Contract.

8.16 Damage to District Facilities, Buildings or Grounds

- 8.16.1 The contractor will repair, or cause to be repaired, at its own cost, any and all damage to District facilities, buildings, or grounds caused by the contractor or employees or agents of the contractor. Such repairs must be made immediately after the contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.
- 8.16.2 If the contractor fails to make timely repairs, District may make any necessary repairs. All costs incurred by District, as determined by District, for such repairs must be repaid by the contractor by cash payment upon demand.

8.17 Employment Eligibility Verification

- 8.17.1 The contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The contractor must obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The contractor must retain all such documentation for all covered employees for the period prescribed by law.

- 8.17.2 The contractor must indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

8.18 Counterparts and Electronic Signatures and Representations

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

The District and the Contractor hereby agree to regard electronic representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to Paragraph 8.1 (Amendments) and received via communications facilities (facsimile, email or electronic signature), as legally sufficient evidence that such legally binding signatures have been affixed to Amendments to this Contract.

8.19 Fair Labor Standards

The contractor must comply with all applicable provisions of the Federal Fair Labor Standards Act and must indemnify, defend, and hold harmless the County and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the contractor's employees for which the County may be found jointly or solely liable.

8.20 Force Majeure

- 8.20.1 Neither party will be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this paragraph as "force majeure events").
- 8.20.2 Notwithstanding the foregoing, a default by a subcontractor of contractor will not constitute a force majeure event, unless such default arises out of causes beyond the control of both contractor and such subcontractor, and without any fault or negligence of either of them. In such case, contractor will not be liable for failure to perform, unless the goods or

services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit contractor to meet the required performance schedule. As used in this subparagraph, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.

- 8.20.3 In the event contractor's failure to perform arises out of a force majeure event, contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

8.21 Governing Law, Jurisdiction, and Venue

This Contract will be governed by, and construed in accordance with, the laws of the State of California. The contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder will be exclusively in the County of Los Angeles.

8.22 Independent Contractor Status

- 8.22.1 This Contract is by and between the District and the contractor and is not intended, and must not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the District and the contractor. The employees and agents of one party must not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.
- 8.22.2 The contractor will be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The District will have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the contractor.
- 8.22.3 The contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the contractor and not employees of the District. The contractor will be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the contractor pursuant to this Contract.
- 8.22.4 The contractor must adhere to the provisions stated in Paragraph 7.6 (Confidentiality).

8.23 Indemnification

The contractor 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 this Contract, except for such loss or damage arising from the sole negligence or willful misconduct of the County indemnitees.

8.24 General Provisions for all Insurance Coverage

8.24.1 Without limiting Contractor's indemnification of County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor must provide and maintain at its own expense insurance coverage satisfying the requirements specified in Paragraphs 8.24 and 8.25 of this Contract. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.

8.24.2 Evidence of Coverage and Notice to District

8.24.2.1 Certificate(s) of insurance coverage (Certificate) satisfactory to District, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, must be delivered to District at the address shown below and provided prior to commencing services under this Contract.

8.24.2.2 Renewal Certificates must be provided to District not less than ten (10) days prior to contractor's policy expiration dates. The District reserves the right to obtain complete, certified copies of any required contractor and/or sub-contractor insurance policies at any time.

8.24.2.3 Certificates must identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate must match the name of the contractor identified as the contracting party in this Contract. Certificates must provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the

amounts of any policy deductibles or self-insured retentions exceeding fifty thousand dollars (\$50,000), and list any District required endorsement forms.

8.24.2.4 Neither the District's failure to obtain, nor the District's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the contractor, its insurance broker(s) and/or insurer(s), will be construed as a waiver of any of the Required Insurance provisions.

8.24.2.5 Certificates and copies of any required endorsements must be sent to:

Consolidated Fire Protection District of
Los Angeles County
Materials Management Division/Contracts Section
5801 S. Eastern Avenue, Suite 100
Commerce, California 90040-4001

8.24.2.6 Contractor also must promptly report to District any injury or property damage accident or incident, including any injury to a contractor employee occurring on District property, and any loss, disappearance, destruction, misuse, or theft of District property, monies or securities entrusted to contractor. Contractor also must promptly notify District of any third party claim or suit filed against contractor or any of its subcontractors which arises from or relates to this Contract and could result in the filing of a claim or lawsuit against contractor and/or County.

8.24.3 Additional Insured Status and Scope of Coverage

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, employees and volunteers (collectively County and its Agents) must be provided additional insured status under contractor's General Liability policy with respect to liability arising out of contractor's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status must apply with respect to liability and defense of suits arising out of the contractor's acts or omissions, whether such liability is attributable to the contractor or to the County. The full policy limits and scope of protection also must apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

8.24.4 Cancellation of or Changes in Insurance

Contractor must provide District with, or contractor's insurance policies must contain a provision that District will receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice must be provided to District at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the District, upon which the District may suspend or terminate this Contract.

8.24.5 Failure to Maintain Insurance

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance will constitute a material breach of the Contract, upon which District immediately may withhold payments due to contractor, and/or suspend or terminate this Contract. District, at its sole discretion, may obtain damages from contractor resulting from said breach. Alternatively, the District may purchase the Required Insurance, and without further notice to contractor, deduct the premium cost from sums due to contractor or pursue contractor reimbursement.

8.24.6 Insurer Financial Ratings

Coverage must be placed with insurers acceptable to the District with A.M. Best ratings of not less than A:VII unless otherwise approved by District.

8.24.7 Contractor's Insurance Must Be Primary

Contractor's insurance policies, with respect to any claims related to this Contract, must be primary with respect to all other sources of coverage available to contractor. Any District maintained insurance or self-insurance coverage must be in excess of and not contribute to any contractor coverage.

8.24.8 Waivers of Subrogation

To the fullest extent permitted by law, the contractor hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Contract. The contractor must require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

8.24.9 Subcontractor Insurance Coverage Requirements

Contractor must include all subcontractors as insureds under contractor's own policies or must provide District with each subcontractor's separate evidence of insurance coverage. Contractor will be responsible for verifying each subcontractor complies with the Required Insurance provisions herein and must require that each subcontractor name the District and contractor as additional insureds on the subcontractor's General Liability policy. Contractor must obtain District's prior review and approval of any subcontractor request for modification of the Required Insurance.

8.24.10 Deductibles and Self-Insured Retentions (SIRs)

Contractor's policies will not obligate the District to pay any portion of any contractor deductible or SIR. The District retains the right to require contractor to reduce or eliminate policy deductibles and SIRs as respects the District, or to provide a bond guaranteeing contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond must be executed by a corporate surety licensed to transact business in the State of California.

8.24.11 Claims Made Coverage

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date will precede the effective date of this Contract. Contractor understands and agrees it will maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.

8.24.12 Application of Excess Liability Coverage

Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

8.24.13 Separation of Insureds

All liability policies must provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

8.24.14 Alternative Risk Financing Programs

The District reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required

Insurance provisions. The County and its Agents must be designated as an Additional Covered Party under any approved program.

8.24.15 District Review and Approval of Insurance Requirements

The District reserves the right to review and adjust the Required Insurance provisions, conditioned upon District's determination of changes in risk exposures.

8.25 Insurance Coverage

8.25.1 Commercial General Liability insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming County and its Agents as an additional insured, with limits of not less than:

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

8.25.2 Automobile Liability insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance must cover liability arising out of contractor's use of autos pursuant to this Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

8.25.3 Workers Compensation and Employers' Liability insurance or qualified self- insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident.

8.25.4 Cyber Liability Insurance

The Contractor must secure and maintain cyber liability insurance coverage with limits of \$2,000,000 per occurrence and in the aggregate during the term of the Contract, including coverage for: network security liability; privacy liability; privacy regulatory proceeding, defense, response, expenses and fines; technology professional liability (errors and omissions); privacy breach expense reimbursement (liability arising from the loss or disclosure of County Information no matter how it occurs); system breach; denial or loss of service; introduction, implantation, or spread of malicious software code; unauthorized access to or use of computer systems; and Data/Information loss and business interruption; any other liability or risk that arises out of the Contract. The Contractor must add the County as an additional insured to its cyber liability insurance policy and provide to the County certificates of insurance evidencing the foregoing upon the County's request. The

procuring of the insurance described herein, or delivery of the certificates of insurance described herein, will not be construed as a limitation upon the Contractor's liability or as full performance of its indemnification obligations hereunder. No exclusion/restriction for unencrypted portable devices/media may be on the policy.

8.26 Liquidated Damages

- 8.26.1 If, in the judgment of the Fire Chief, or his/her designee, the contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Fire Chief, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the contractor's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the contractor from the District, will be forwarded to the contractor by the Fire Chief, or his/her designee, in a written notice describing the reasons for said action.
- 8.26.2 If the Fire Chief, or his/her designee, determines that there are deficiencies in the performance of this Contract that the Fire Chief, or his/her designee, deems are correctable by the contractor over a certain time span, the Fire Chief, or his/her designee, will provide a written notice to the contractor to correct the deficiency within specified time frames. Should the contractor fail to correct deficiencies within said time frame, the Fire Chief, or his/her designee, may: (a) Deduct from the contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is one hundred dollars (\$100) per day per infraction, or as specified in Attachment 2 (Performance Requirements Summary (PRS)) Chart of Exhibit A (Statement of Work and Attachments) hereunder, and that the contractor will be liable to the District for liquidated damages in said amount. Said amount will be deducted from the District's payment to the contractor; and/or (c) Upon giving five (5) days notice to the contractor for failure to correct the deficiencies, the District may correct any and all deficiencies and the total costs incurred by the District for completion of the work by an alternate source, whether it be District forces or separate private contractor, will be deducted and forfeited from the payment to the contractor from the District, as determined by the District.
- 8.26.3 The action noted in Paragraph 8.26.2 must not be construed as a penalty, but as adjustment of payment to the contractor to recover the

District cost due to the failure of the contractor to complete or comply with the provisions of this Contract.

- 8.26.4 This Paragraph must not, in any manner, restrict or limit the District's right to damages for any breach of this Contract provided by law or as specified in the PRS or Paragraph 8.26.2, and must not, in any manner, restrict or limit the District's right to terminate this Contract as agreed to herein.

8.27 Most Favored Public Entity

If the contractor's prices decline or should the contractor at any time during the term of this Contract provide the same goods or services under similar quantity and delivery conditions to the State of California or any county, municipality, or district of the State at prices below those set forth in this Contract, then such lower prices must be immediately extended to the District.

8.28 Nondiscrimination and Affirmative Action

- 8.28.1 The contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.
- 8.28.2 Contractor certifies to the District each of the following:
- 8.28.2.1 That contractor has a written policy statement prohibiting discrimination in all phases of employment.
 - 8.28.2.2 That contractor periodically conducts a self-analysis or utilization analysis of its work force.
 - 8.28.2.3 That Contractor has a system for determining if its employment practices are discriminatory against protected groups.
 - 8.28.2.4 Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables.
- 8.28.3 The contractor must take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action must include, but is not limited to:

employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

- 8.28.4 The contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
- 8.28.5 The contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies will comply with all applicable Federal and State laws and regulations to the end that no person will, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.
- 8.28.6 The contractor will allow County representatives access to the contractor's employment records during regular business hours to verify compliance with the provisions of this Paragraph 8.28 (Nondiscrimination and Affirmative Action) when so requested by the County with a formal request by the District within 72 hours of the access.
- 8.28.7 If the County finds that any provisions of this Paragraph 8.28 (Nondiscrimination and Affirmative Action) have been violated, such violation will constitute a material breach of this Contract upon which the District may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that the contractor has violated Federal or State anti-discrimination laws or regulations will constitute a finding by the County that the contractor has violated the anti-discrimination provisions of this Contract.
- 8.28.8 The parties agree that in the event the contractor violates any of the anti-discrimination provisions of this Contract, the District will, at its sole option, be entitled to the sum of five hundred dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

8.29 Non-Exclusivity

Nothing herein is intended nor will be construed as creating any exclusive arrangement with the contractor. This Contract will not restrict District from acquiring similar, equal or like goods and/or services from other entities or sources.

8.30 Notice of Delays

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party must, within one (1) business day, give notice thereof, including all relevant information with respect thereto, to the other party.

8.31 Notice of Disputes

The contractor must bring to the attention of the District's Project Manager and/or District's Project Director any dispute between the District and the contractor regarding the performance of services as stated in this Contract. If the District's Project Manager or District's Project Director is not able to resolve the dispute, the Fire Chief or his designee shall resolve it.

8.32 Notice to Employees Regarding the Federal Earned Income Credit

The contractor must notify its employees, and will require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice must be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

8.33 Notice to Employees Regarding the Safely Surrendered Baby Law

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

8.34 Notices

All notices or demands required or permitted to be given or made under this Contract must be in writing and will be hand delivered with signed receipt or mailed by first class registered or certified mail, postage prepaid, addressed to the parties as identified in Exhibits D (County's Administration) and E (Contractor's Administration). Addresses may be changed by either party giving ten (10) days prior written notice thereof to the other party. The Fire Chief or his designee shall have the authority to issue all notices or demands required or permitted by the District under this Contract.

8.35 Prohibition Against Inducement or Persuasion

Notwithstanding the above, the contractor and the District agree that, during the term of this Contract and for a period of one year thereafter, neither party will in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

8.36 Public Records Act

- 8.36.1 Any documents submitted by the contractor; all information obtained in connection with the County's right to audit and inspect the contractor's documents, books, and accounting records pursuant to Paragraph 8.38 (Record Retention and Inspection-Audit Settlement) of this Contract; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and will be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret," "confidential," or "proprietary." The County will not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.
- 8.36.2 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret," "confidential," or "proprietary," the contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

8.37 Publicity

- 8.37.1 The contractor must not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the contractor's need to identify its services and related clients to sustain itself, the County will not inhibit the contractor from publishing its role under this Contract within the following conditions:
 - 8.37.1.1 The contractor must develop all publicity material in a professional manner; and
 - 8.37.1.2 During the term of this Contract, the contractor will not, and will not authorize another to, publish or disseminate any

commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the District's Project Director. The District will not unreasonably withhold written consent.

- 8.37.2 The contractor may, without the prior written consent of District, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this Paragraph 8.37 (Publicity) will apply.

8.38 Record Retention and Inspection-Audit Settlement

- 8.38.1 The contractor must maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles, and which meet the requirements for contract accounting described in Auditor-Controller Contract Accounting and Administration Handbook. The contractor must also maintain accurate and complete employment and other records relating to its performance of this Contract. The contractor agrees that the County, or its authorized representatives, will have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, will be kept and maintained by the contractor and will be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material must be maintained by the contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the contractor will pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.
- 8.38.2 In the event that an audit of the contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the contractor or otherwise, then the contractor must file a copy of such audit report with the County's Auditor Controller within thirty (30) days of the contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, the County will make a reasonable effort to maintain the confidentiality of such audit report(s)
- 8.38.3 Failure on the part of the contractor to comply with any of the provisions of this subparagraph 8.38 will constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

- 8.38.3 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the County conduct an audit of the contractor regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the contractor, then the difference must be either: a) repaid by the contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the contractor from the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the contractor, then the difference will be paid to the contractor by the County by cash payment, provided that in no event will the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.

8.39 Recycled Bond Paper

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the contractor agrees to use recycled-content paper to the maximum extent possible on this Contract.

8.40 Subcontracting

- 8.40.1 The requirements of this Contract may not be subcontracted by the contractor **without the advance written approval of the District**. Any attempt by the contractor to subcontract without the prior consent of the District may be deemed a material breach of this Contract.
- 8.40.2 If the contractor desires to subcontract, the contractor shall provide the following information promptly at the District's request:
- 8.40.2.1 A description of the work to be performed by the subcontractor;
 - 8.40.2.2 Other pertinent information and/or certifications requested by the District.
- 8.40.3 The contractor shall indemnify, defend, and hold the County harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were the contractor employees.
- 8.40.4 The contractor shall remain fully responsible for all performances required of it under this Contract, including those that the contractor has

determined to subcontract, notwithstanding the District's approval of the contractor's proposed subcontract.

- 8.40.5 The District's consent to subcontract shall not waive the District's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Contract. The contractor is responsible to notify its subcontractors of this District right.
- 8.40.6 The District's Project Director is authorized to act for and on behalf of the District with respect to approval of any subcontract and subcontractor employees. After approval of the subcontract by the District, contractor shall forward a fully executed subcontract to the District for their files.
- 8.40.7 The contractor shall be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the District's consent to subcontract.
- 8.40.8 The contractor shall obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by the District from each approved subcontractor. Before any subcontractor employee may perform any work hereunder, contractor shall ensure delivery of all such documents to:

*Consolidated Fire Protection District of Los Angeles County
Materials Management Division / Contracts Section
5801 S. Eastern Avenue, Suite 100
Commerce, California 90040-4001*

8.41 Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program

Failure of the contractor to maintain compliance with the requirements set forth in Paragraph 8.14 (Contractor's Warranty of Adherence to County's Child Support Compliance Program) will constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of the contractor to cure such default within ninety (90) calendar days of written notice will be grounds upon which the District may terminate this Contract pursuant to Paragraph 8.43 (Termination for Default) and pursue debarment of the contractor, pursuant to [County Code Chapter 2.202](#).

8.42 Termination for Convenience

- 8.42.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the District, in its sole discretion, to be in its best interest. Termination of work hereunder will be effected by notice of termination to the contractor specifying the extent to which performance of work is terminated and the date upon which such

termination becomes effective. The date upon which such termination becomes effective will be no less than ten (10) days after the notice is sent.

8.42.2 After receipt of a notice of termination and except as otherwise directed by the District, the contractor must:

8.42.2.1 Stop work under this Contract on the date and to the extent specified in such notice, and

8.42.2.2 Complete performance of such part of the work as would not have been terminated by such notice.

8.42.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the contractor under this Contract must be maintained by the contractor in accordance with Paragraph 8.38 (Record Retention and Inspection-Audit Settlement).

8.43 Termination for Default

8.43.1 The District may, by written notice to the contractor, terminate the whole or any part of this Contract, if, in the judgment of District's Project Director:

8.43.1.1 Contractor has materially breached this Contract; or

8.43.1.2 Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or

8.43.1.3 Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the District may authorize in writing) after receipt of written notice from the District specifying such failure.

8.43.2 In the event that the District terminates this Contract in whole or in part as provided in Paragraph 8.43.1, the District may procure, upon such terms and in such manner as the District may deem appropriate, goods and services similar to those so terminated. The contractor will be liable to the District for any and all excess costs incurred by the District, as determined by the District, for such similar goods and services. The contractor will continue the performance of this Contract to the extent not terminated under the provisions of this paragraph.

- 8.43.3 Except with respect to defaults of any subcontractor, the contractor will not be liable for any such excess costs of the type identified in Paragraph 8.43.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the contractor and subcontractor, and without the fault or negligence of either of them, the contractor will not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the contractor to meet the required performance schedule. As used in this paragraph, the term "subcontractor(s)" means subcontractor(s) at any tier.
- 8.43.4 If, after the District has given notice of termination under the provisions of Paragraph 8.43 (Termination for Default) it is determined by the District that the contractor was not in default under the provisions of Paragraph 8.43 (Termination for Default) or that the default was excusable under the provisions of subparagraph 8.43.3, the rights and obligations of the parties will be the same as if the notice of termination had been issued pursuant to Paragraph 8.42 (Termination for Convenience).
- 8.43.5 The rights and remedies of the District provided in this Paragraph 8.43 (Termination for Default) will not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.44 Termination for Improper Consideration

- 8.44.1 The District may, by written notice to the Contractor, immediately terminate the right of Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing the Contract or securing favorable treatment with respect to the award, amendment or extension of the Contract, or the making of any determinations with respect to the Contractor's performance pursuant to the Contract. In the event of such termination, the County will be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

- 8.44.2 The Contractor must immediately report any attempt by a County officer, or employee, or agent to solicit such improper consideration. The report must be made to the Los Angeles County Fraud Hotline at (800) 544-6861 or <http://fraud.lacounty.gov/>.
- 8.44.3 Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

8.45 Termination for Insolvency

- 8.45.1 The District may terminate this Contract forthwith in the event of the occurrence of any of the following:
 - 8.45.1.1 Insolvency of the contractor. The contractor will be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the contractor is insolvent within the meaning of the Federal Bankruptcy Code;
 - 8.45.1.2 The filing of a voluntary or involuntary petition regarding the contractor under the Federal Bankruptcy Code;
 - 8.45.1.3 The appointment of a Receiver or Trustee for the contractor;
or
 - 8.45.1.4 The execution by the contractor of a general assignment for the benefit of creditors.
- 8.45.2 The rights and remedies of the District provided in this Paragraph 8.45 (Termination for Insolvency) will not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.46 Termination for Non-Adherence of County Lobbyist Ordinance

The contractor, and each County Lobbyist or County Lobbying firm as defined in [County Code Section 2.160.010](#) retained by the contractor, must fully comply with the County's Lobbyist Ordinance, [County Code Chapter 2.160](#). Failure on the part of the contractor or any County Lobbyist or County Lobbying firm retained by the contractor to fully comply with the County's Lobbyist Ordinance will constitute a material breach of this Contract, upon which the District may in its sole discretion, immediately terminate or suspend this Contract.

8.47 Termination for Non-Appropriation of Funds

Notwithstanding any other provision of this Contract, the District will not be obligated for the contractor's performance hereunder or by any provision of this Contract during any of the District's future fiscal years unless and until the County's

Board of Supervisors appropriates funds for this Contract in the County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract will terminate as of June 30 of the last fiscal year for which funds were appropriated. The District will notify the contractor in writing of any such non-allocation of funds at the earliest possible date.

8.48 Validity

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

8.49 Waiver

No waiver by the District of any breach of any provision of this Contract will constitute a waiver of any other breach or of such provision. Failure of the District to enforce at any time, or from time to time, any provision of this Contract will not be construed as a waiver thereof. The rights and remedies set forth in this paragraph 8.49 will not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.50 Warranty Against Contingent Fees

8.50.1 The contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any Contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the contractor for the purpose of securing business.

8.50.2 For breach of this warranty, the District will have the right to terminate this Contract and, at its sole discretion, deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

8.51 Warranty of Compliance with County's Defaulted Property Tax Reduction Program

Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

Unless contractor qualifies for an exemption or exclusion, contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this contract will maintain compliance, with [Los Angeles County Code Chapter 2.206](#).

8.52 Termination for Breach of Warranty to Maintain Compliance with County's Defaulted Property Tax Reduction Program

Failure of contractor to maintain compliance with the requirements set forth in Paragraph 8.51 "Warranty of Compliance with County's Defaulted Property Tax Reduction Program" will constitute default under this contract. Without limiting the rights and remedies available to County under any other provision of this contract, failure of contractor to cure such default within ten (10) days of notice will be grounds upon which District may terminate this contract and/or pursue debarment of contractor, pursuant to [Los Angeles County Code Chapter 2.206](#).

8.53 Time Off for Voting

The contractor must notify its employees and must require each subcontractor to notify and provide to its employees, information regarding the time off for voting law ([Elections Code Section 14000](#)). Not less than ten (10) days before every statewide election, every contractor and subcontractors must keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of [Section 14000](#).

8.54 Compliance with County's Zero Tolerance Policy on Human Trafficking

Contractor acknowledges that the County has established a Zero Tolerance Policy on Human Trafficking prohibiting contractors from engaging in human trafficking. If a Contractor or member of Contractor's staff is convicted of a human trafficking offense, the District will require that the Contractor or member of Contractor's staff be removed immediately from performing services under the Contract. County will not be under any obligation to disclose confidential information regarding the offenses other than those required by law.

Disqualification of any member of Contractor's staff pursuant to this paragraph will not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

8.55 Intentionally Omitted

8.56 Compliance with Fair Chance Employment Practices

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

8.57 Compliance with the County Policy of Equity

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

8.58 Injury and Illness Prevention Program

Contractor will be required to comply with the State of California's Cal OSHA's regulations. California Code of Regulations Title 8 Section 3203 requires all California employers to have a written, effective Injury and Illness Prevention Program (IIPP) that addresses hazards pertaining to the particular workplace covered by the program.

9 UNIQUE TERMS AND CONDITIONS

9.1 Ownership of Materials, Software and Copyright

- 9.1.1 Contractor shall maintain ownership of all right, title and interest, including copyright, in and to all software, plans, diagrams, facilities, and tools (hereafter "materials") which are originated or created through the Contractor's work pursuant to this Contract. The Contractor, for valuable consideration herein provided, shall execute all documents necessary to assign and transfer to, and vest in the County all of the Contractor's right, title and interest in and to such original materials, including any copyright, patent and trade secret rights which arise pursuant to the Contractor's work under this Contract.
- 9.1.2 During the term of this Contract and for five (5) years thereafter, the Contractor shall maintain and provide security for all of the Contractor's working papers prepared under this Contract. County shall have the right to inspect, copy and use at any time during and subsequent to the term of this Contract, any and all such working papers and all information contained therein.
- 9.1.3 Any and all materials, software and tools which are developed or were originally acquired by the Contractor outside the scope of this Contract, which the Contractor desires to use hereunder, and which the Contractor considers to be proprietary or confidential, must be specifically identified by the Contractor to the District's Project Manager as proprietary or

confidential, and shall be plainly and prominently marked by the Contractor as "Proprietary" or "Confidential" on each appropriate page of any document containing such material.

- 9.1.4 The County will use reasonable means to ensure that the Contractor's proprietary and/or confidential items are safeguarded and held in confidence. The County agrees not to reproduce, distribute or disclose to non-County entities any such proprietary and/or confidential items without the prior written consent of the Contractor.
- 9.1.5 Notwithstanding any other provision of this Contract, the County will not be obligated to the Contractor in any way under subparagraph 9.2.4 for any of the Contractor's proprietary and/or confidential items which are not plainly and prominently marked with restrictive legends as required by subparagraph 9.2.3 or for any disclosure which the County is required to make under any state or federal law or order of court.
- 9.1.6 All the rights and obligations of this Paragraph 9.2 shall survive the expiration or termination of this Contract.

9.2 Patent, Copyright and Trade Secret Indemnification

- 9.2.1 The Contractor shall indemnify, hold harmless and defend County from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, for or by reason of any actual or alleged infringement of any third party's patent or copyright, or any actual or alleged unauthorized trade secret disclosure, arising from or related to the operation and utilization of the Contractor's work under this Contract. District shall inform the Contractor as soon as practicable of any claim or action alleging such infringement or unauthorized disclosure, and shall support the Contractor's defense and settlement thereof.
- 9.2.2 In the event any equipment, part thereof, or software product becomes the subject of any complaint, claim, or proceeding alleging infringement or unauthorized disclosure, such that County's continued use of such item is formally restrained, enjoined, or subjected to a risk of damages, the Contractor, at its sole expense, and providing that County's continued use of the system is not materially impeded, shall either:
 - 9.2.2.1 Procure for County all rights to continued use of the questioned equipment, part, or software product; or
 - 9.2.2.2 Replace the questioned equipment, part, or software product with a non-questioned item; or
 - 9.2.2.3 Modify the questioned equipment, part, or software so that it is free of claims.

- 9.2.3 The Contractor shall have no liability if the alleged infringement or unauthorized disclosure is based upon a use of the questioned product, either alone or in combination with other items not supplied by the Contractor, in a manner for which the questioned product was not designed nor intended.

9.3 Data Destruction

Upon request by the District, Contractor and Vendor(s) that have maintained, processed, or stored the County of Los Angeles' ("County") data and/or information, implied or expressed, have the sole responsibility to certify that the data and information have been appropriately destroyed consistent with the National Institute of Standards and Technology (NIST) Special Publication SP 800-88 titled Guidelines for Media Sanitization. Available at:

<http://csrc.nist.gov/publications/PubsDrafts.html#SP-800-88 Rev.%201>

The data and/or information may be stored on purchased, leased, or rented electronic storage equipment (e.g., printers, hard drives) and electronic devices (e.g., servers, workstations) that are geographically located within the County, or external to the County's boundaries. The District must receive within ten (10) business days, a signed document from Contractor(s) and Vendor(s) that certifies and validates the data and information were placed in one or more of the following stored states: unusable, unreadable, and indecipherable.

Vendor must certify that any County data stored on purchased, leased, or rented electronic storage equipment and electronic devices, including, but not limited to printers, hard drives, servers, and/or workstations are destroyed consistent with the current National Institute of Standard and Technology (NIST) Special Publication SP-800-88, Guidelines for Media Sanitization. Vendor must provide County with written certification, within ten (10) business days of removal of any electronic storage equipment and devices that validates that any and all County data was destroyed and is unusable, unreadable, and/or undecipherable.

9.4 Mandatory Requirement to Register on County's WebVen

As a pre-condition to the award of this Contract, Contractor represents and warrants that it has registered in Los Angeles County's vendor registration system (hereafter "WebVen"). The WebVen contains Contractor's business profile and identifies the goods/services being provided by Contractor. Contractor shall ensure that it updates its vendor profile whenever changes occur to Contractor's operations by accessing the WebVen site located online at: <http://camisvr.co.la.ca.us/webven> County shall use the data obtained from Contractor's WebVen profile to ensure that Contractor's information is consistent with Contract records (e.g., Contractor's legal name, as reflected in its WebVen profile, shall be used in Contract documents).

9.5 Modifications

This Contract fully expresses the agreement of the parties. Any modification to this Contract must be by means of a separate written document approved by the District. No oral conversation between any officer, employee or agent of the parties shall modify or otherwise amend this Contract in any way.

9.6 Remedies of Non-Compliance

Contractor agrees to comply with the requirements set forth in the entirety of this Contract as well as the requirements contained in any applicable directives, notices, guidelines and instructions used by the District. Contractor's failure to comply with such requirements shall subject Contractor to remedies which are available under this Contract and as provided by law. These remedies include but are not limited to the following: suspension of payment(s); suspension of Service(s); assessment and collection of liquidated damages; de-obligation of Contract Funds (for purposes of this Contract, de-obligation is the partial or full removal of Contract Funds from Contractor); debarment; and/or termination of Contract. The District shall have the sole discretion to determine which remedy(ies) will be applied as a result of Contractor's non-compliance.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Contract to be executed by the Fire Chief of the Consolidated Fire Protection District of Los Angeles County (or designee) and approved by County Counsel, and Contractor has caused this Contract to be executed in its behalf by its duly authorized officer, this **1st** day of **January** **2024**.

CONSOLIDATED FIRE PROTECTION DISTRICT OF
LOS ANGELES COUNTY

By _____
Fire Chief

By _____
Contractor

Signed: _____

Printed: _____

Title: _____

APPROVED AS TO FORM:

DAWYN R. HARRISON
Interim County Counsel

By _____
Senior Deputy County Counsel

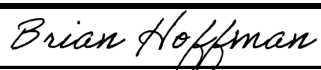
SOLE SOURCE CHECKLIST

Department Name: _____

- ☐ New Sole Source Contract
- ☐ Sole Source Amendment to Existing Contract

Date Existing Contract First Approved: _____

Check (✓)	JUSTIFICATION FOR SOLE SOURCE CONTRACTS Identify applicable justification and provide documentation for each checked item.
	➤ Only one bona fide source (monopoly) for the service exists; performance and price competition are not available. A monopoly is an <i>“Exclusive control of the supply of any service in a given market. If more than one source in a given market exists, a monopoly does not exist.”</i>
	➤ Compliance with applicable statutory and/or regulatory provisions.
	➤ Compliance with State and/or federal programmatic requirements.
	➤ Services provided by other public or County-related entities.
	➤ Services are needed to address an emergent or related time-sensitive need.
	➤ The service provider(s) is required under the provisions of a grant or regulatory requirement.
	➤ Additional services are needed to complete an ongoing task and it would be prohibitively costly in time and money to seek a new service provider.
	➤ Services are needed during the time period required to complete a solicitation for replacement services; provided services are needed for no more than 12 months from the expiration of an existing contract which has no available option periods.
	➤ Maintenance and support services are needed for an existing solution/system during the time to complete a solicitation for a new replacement solution/ system; provided the services are needed for no more than 24 months from the expiration of an existing maintenance and support contract which has no available option periods.
	➤ Maintenance service agreements exist on equipment which must be serviced by the original equipment manufacturer or an authorized service representative.
	➤ It is more cost-effective to obtain services by exercising an option under an existing contract.
	➤ It is in the best economic interest of the County (e.g., significant costs to replace an existing system or infrastructure, administrative cost savings and excessive learning curve for a new service provider, etc.) In such cases, departments must demonstrate due diligence in qualifying the cost-savings or cost-avoidance associated with the best economic interest of the County.



Chief Executive Office_____
Date

RADIOMOBILE SOLE SOURCE ANNUAL MAINTENANCE SERVICES

What is being requested?

The continuation of annual maintenance services for the Narrowband Mobile Data Network (NMDN) Mobile Data Computer (MDC) alerting application and Station Control Unit (SCU) system. Due to exceeding the \$200,000 threshold for services, ISD is unable to continue to process purchase orders for these maintenance services and a Board approved contract is necessary.

Background and Justification

The Consolidated Fire Protection District of Los Angeles County (District) primarily dispatches all units' on the NMDN. The District purchased the hardware/equipment, application software, and maintenance service for the MDC applications and SCU systems from RadioMobile. RadioMobile custom-built the MDC software and SCU systems to interface with the 34-year old CAD system, and LARICS NMDN, so that there is no impact to dispatch critical operations.

The NMDN MDC application and SCU systems are proprietary to RadioMobile to meet the District's critical dispatch requirements and to be able to interface with the 34-year old Computer Aided Dispatch (CAD) system and other existing dispatch systems, so there would be no impact to dispatch critical operations. RadioMobile has been providing the maintenance services to keep the MDC alerting application and SCU systems function properly at all times, which includes routine maintenances and 24/7 emergency services.

RadioMobile is the sole proprietary for the District's product/equipment and services for MDCS and SCU systems.

PURCHASE ORDERS

EQUIPMENT PURCHASE:

SCU Equipment

PO-FR-15323063 = \$1,492,642 to purchase 200 units of SCU equipment

MOBILE DATA SYSTEM Equipment

PO-FR-12321795-1 to purchase radio communications equipment = \$2,612,301.38

ANNUAL MAINTENANCE SERVICES

PO-FR-20007286-1 = \$41,918.58 for SCU Maintenance Service 6 months
(Jan 1 - June 30, 2019)

PO-FR-20006074-1 for FY19-20 RADIOMOBILE MDCS Annual Maintenance Service
\$92,970.25

PO-FR-21005014-1 for FY20-21 RADIOMOBILE MDCS and SCU Annual Maintenance Services = \$169,607.41

PO-FR-22005002-1 for FY21-22 RADIOMOBILE MDCS and SCU Annual Maintenance Services = \$177,013.30

PO-FR-23000021-1 for FY22-23 RADIOMOBILE MDCS and SCU Annual Maintenance Services = \$198,555.71



ANTHONY C. MARRONE
FIRE CHIEF
FORESTER & FIRE WARDEN

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

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

December 19, 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:

FUNDING AGREEMENT WITH SOUTHERN CALIFORNIA EDISON FOR THE LEASE OF A FIRE FIGHTING HELITANKER (ALL DISTRICTS) (3 VOTES)

SUBJECT

The Consolidated Fire Protection District of Los Angeles County (District) is requesting Board of Supervisors (Board) approval to enter into a renewal funding agreement with Southern California Edison (SCE), in which SCE will advance the District the amount of \$8,901,043 for the lease of a CH47 firefighting Helitanker (Helitanker) for Calendar Year (CY) 2024.

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

1. Delegate authority to the Fire Chief, or his designee, to enter into a renewal funding agreement for CY 2024 with SCE for the District to accept the amount of \$8,901,043 in funding for lease costs relating to any stand-by time of a Helitanker.
2. Delegate authority to the Fire Chief, or his designee, to reimburse SCE for any stand-by time if any funding or reimbursement is received by the District from any entity other than SCE for all of or part of the 2024 lease period, or if for any reason the District does not spend all of the 2024 stand-by time funding provided by SCE. The District shall have no obligation to reimburse any funds received which are designated for all of or part of actual operating costs incurred in firefighting.

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

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

CARSON
CERRITOS
CLAREMONT
COMMERCE
COVINA
CUDAHY
DIAMOND BAR
DUARTE

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

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

LAWDALE
LOMITA
LYNWOOD
MALIBU
MAYWOOD
NORWALK
PALMDALE
PALOS VERDES ESTATES
PARAMOUNT

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

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

3. Delegate authority to the Fire Chief, or his designee, to enter into future funding agreements with SCE, provided the agreements are substantially similar and are approved as to form by County Counsel.
4. Find that this Contract is exempt from the provisions of the California Environmental Quality Act (CEQA).

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

For CYs 2022 and 2023, the District and SCE entered into a funding agreement in which SCE contributed funds to the District for the lease costs relating to stand-by time for a Helitanker, while the District agreed to fund any and all flight time and operational costs.

For CY 2024, SCE has asked for a reimbursement component to be added to the funding agreement. If any funding or reimbursement is received by the District from any entity other than SCE for all or part of the 2024 lease period, or if for any reason the District does not spend all of the SCE 2024 stand-by time funding, SCE has requested to be reimbursed for the applicable stand-by amounts. The District shall have no obligation to reimburse any funds received which are designated for all or part of actual operating costs incurred in firefighting. The funding agreement (enclosure) has been approved substantially as to form by County Counsel.

The CY 2024 Helitanker lease shall be executed with a start date of January 1, 2024, and the Helitanker will be interagency approved and available to support federal, State, and local government incidents throughout the SCE service area.

In accordance with this agreement, the District will prioritize fire suppression activities in and throughout SCE's service territory that includes Los Angeles County, unless in the professional judgment of the District to do so would not be beneficial or, as otherwise directed by appropriate governmental authorities. Flight hours flown within the SCE service areas which are outside of the District's jurisdiction may include a cost recovery component for the District from the affected jurisdiction.

Implementation of Strategic Plan Goals

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

FISCAL IMPACT/FINANCING

The District, as a Special District, is funded independently from the County's General Fund, and relies primarily on property tax revenue to provide essential fire protection and emergency medical services.

In addition to the \$8,901,043 allocated to the District by SCE for lease costs, the District will be responsible for the flight hours and other operational costs for the term of the Helitanker lease. Flight hours and other operational costs are budgeted in the District's Fiscal Year 2023-2024 Final Adopted Budget in the amount of \$2,600,000 to fund up to 248 flight hours. As appropriate, the District will seek reimbursement for flight hours flown within SCE's service areas outside of the District's jurisdiction through existing interagency billing processes.

There is no impact to net County cost.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Due to extreme weather associated with climate change, Southern California has experienced longer and more severe wildfire seasons. SCE has determined that the use of a Helitanker offers significant benefits for wildfire suppression, protecting lives and property, and provides a safeguard against damage to SCE's transmission and distribution system.

ENVIRONMENTAL DOCUMENTATION

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

CONTRACTING PROCESS

The terms and conditions were negotiated by the District with assistance from County Counsel and the agreement is submitted to your Board with confidence that the negotiated terms are commercially reasonable and represent a minimal risk exposure to the District.

IMPACT ON CURRENT SERVICES

Approval of the recommended actions will allow the District to continue the lease of a Helitanker, therefore augmenting the District's fleet of aircraft during the 2024 fire season and will help support the District's mission to protect lives, the environment, and property.

CONCLUSION

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

Consolidated Fire Protection District of Los Angeles County
Executive Office - Business Operations
Attention: Marissa Martin Jensen, Administrative Services Manager II
1320 North Eastern Avenue
Los Angeles, CA 90063
Marissa.MartinJensen@fire.lacounty.gov

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

Respectfully submitted,

ANTHONY C. MARRONE, FIRE CHIEF

ACM:cs

Enclosure

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

**FUNDING AGREEMENT BY AND BETWEEN
THE CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY
AND
SOUTHERN CALIFORNIA EDISON COMPANY**

This Funding Agreement (“Agreement”) is by and between CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY, a Special District (“CFPD”), and SOUTHERN CALIFORNIA EDISON COMPANY, a California corporation (“SCE”), and is effective on the last date when both Parties sign this Agreement (the “Effective Date”). CFPD and SCE may be referred to herein individually as a “Party” and collectively as the “Parties.”

RECITALS

WHEREAS, due to extreme weather associated with climate change, Southern California has experienced longer and more severe wildfire events throughout the year;

WHEREAS, to increase the effectiveness of its aerial response to wildfires, CFPD intends to enter into an agreement for calendar year 2024 that provides a 365-day lease and service agreement with Coulson Aviation (“Coulson”) for a CH47 or its equivalent capable of nighttime operations and equipment and personnel related to the operation and maintenance of such aircraft (together, the “Fire Suppression Assets”).

WHEREAS, SCE has determined that the use of the Fire Suppression Assets offers significant benefits for wildfire suppression, protecting lives and property, including mitigating against damage to SCE’s transmission and distribution system, and increasing firefighter safety;

WHEREAS, CFPD and SCE desire for SCE to fund the part of the CFPD-Coulson contract for the fixed lease cost related to stand-by time for the Fire Suppression Assets for calendar year 2024 as described herein (the “2024 Program”), with CFPD funding that part of the Coulson contract relating to flight time.

WHEREAS, the Parties desire to enter into an Agreement that sets forth the terms and conditions pursuant to which SCE will contribute funds to CFPD for the 2024 Program.

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. The 2024 Funding Arrangement.

No later than January 19, 2024, SCE will electronically transfer the amount of eight million nine hundred one and forty-three dollars (\$8,901,043) (the “2024 Funding Amount”) to CFPD. CFPD will use these funds exclusively to fund the 2024 Program. The lease and services agreement with Coulson must begin on January 1, 2024 and end on December 31, 2024. CFPD shall fund the flight time and operational portion of the Coulson lease and services agreement, which include any and all costs required to operate the Fire Suppression Assets. The Parties acknowledge that

time is of the essence in performing their obligations herein. If, for any reason, CFPD does not enter into the Coulson lease and services agreement by December 1, 2023, or such other date agreed to by the Parties in writing, then SCE shall have no obligation to provide funding for the Fire Suppression Assets for calendar year for 2024.

2. Reimbursement of Funds Received from Other Sources

CFPD, or its delegate(s), will use best efforts to work with the Orange County Fire Authority (OCFA) to gain support for a legislative effort to secure funding or reimbursement for the 2024 Program from the State of California. If any California legislators support such legislative efforts, then CFPD, or its delegate(s) will coordinate with its legislative lobbyists and OCFA to pursue support for the legislation. In support of these activities, SCE will coordinate its activities as appropriate with CFPD, or its delegate(s) to support such legislation.

If CFPD receives funding or reimbursement from any entity other than SCE for all or part of its 2024 Program after January 1, 2024, or for any reason does not spend all of the 2024 Funding Amount, then the amount of the third party funding or reimbursement, or unspent funds shall be refunded to SCE; provided, however, that CFPD shall not be required to reimburse or credit such funds to the extent the funds are clearly designated as a reimbursement for all or part of CFPD's actual operating costs incurred in fighting a fire.

If CFPD receives funds as a result of any judgment, regulatory or administrative agency decision, claim, or settlement arising from a specific fire incident or incidents whether obtained directly by CFPD or through another government entity for fires in 2024 in which the Fire Suppression Assets were used, CFPD shall reimburse SCE for a pro rata share of such funds based on the standby costs incurred from the start of the fire incident or incidents response through the end of such incident or incidents response.

3. Other Terms and Conditions for the Lease and Services Agreement with Coulson

CFPD is responsible for negotiating with Coulson terms for the lease and services agreement, which agreement must comply with the commercial terms set forth in Section 1. Additionally, CFPD shall require Coulson to include the following covenants in each lease agreement: (1) SCE is a named additional insured of each insurance policy during the term of the agreement; and (2) Coulson is and will perform the services as an independent contractor of CFPD. CFPD shall also require Coulson to provide representations and warranties that throughout the term: (3) Coulson has and will maintain full legal authority to operate consistent with the terms of the lease and services agreement; (4) Coulson will only use pilots and crew who are and remain fully qualified and trained as required by applicable law and industry best practices; (5) Coulson will comply with all applicable laws, rules and regulations; and (6) Within 45 days following an incident in which the Fire Suppression Assets are used, Coulson will produce a post-incident report similar to the report that Coulson produced after the 2022 Route Fire. Within five (5) business days after

a written request by SCE, CFPD shall confirm in writing that its contract with Coulson complies with each of the requirements of this Section 3.

4. Operations

A. Operations Outside SCE's Service Territory

The Fire Suppression Assets are intended primarily for use in fighting wildfires in SCE's service territory. Before using any of the Fire Suppression Assets more than one (1) mile outside SCE's service territory, CFPD shall discuss the intended use of the Fire Suppression Assets, including location, timing, and scope of activities, with either Steven Powell, SCE's President, or Jill C. Anderson, SCE's Executive Vice-President, Operations (or their delegees), and obtain their verbal consent for the intended use of the Fire Suppression Assets; provided further that the Fire Suppression Assets will be directed to promptly return to SCE's service territory if, in the judgment of Steven Powell, SCE's President, or Jill C. Anderson, SCE's Executive Vice-President, Operations (or their delegees) after consultation with CFPD's Fire Chief, CFPD and SCE determine that the Fire Suppression Assets are necessary or useful to assist in firefighting efforts in SCE's service territory. For clarity, if SCE gives consent for CFPD to use the Fire Suppression Assets outside SCE's service territory as described in this subsection, then CFPD, in the exercise of its professional judgment, may elect not to use the Fire Suppression Assets outside SCE's service territory or to recall the Fire Suppression Assets; provided, however, that if a decision is made as described in this subsection that the Fire Suppression Assets are necessary or useful in firefighting efforts in SCE's service territory and must be promptly returned to SCE's service territory, CFPD shall have no further discretion regarding that decision.

B. Roles and Responsibilities.

SCE will communicate with CFPD concerning fire weather forecasts and share information in SCE's possession relevant to the prepositioning or tasking of the Fire Suppression Assets; provided, however, that SCE makes no representation or warranty as to the accuracy or completeness of such forecasts and information in connection with this Agreement. SCE understands and acknowledges that CFPD can and does rely on other sources of data, forecasts and information when making decisions concerning prepositioning or tasking of the Fire Suppression Assets, and that, subject to the limited exception described in Section 4A, such decisions are made in the sole discretion of CFPD.

Notwithstanding the limited exception described in Section 4A, SCE shall have no role in directing the operation or use of the helicopters and shall not be a party to the lease and services agreement with Coulson. As between SCE and CFPD, and subject to the limited exception described in Section 4A, CFPD is solely responsible for the safe and lawful operation and use of the Fire Suppression Assets, including all decisions regarding deployment, maintenance, basing and positioning, pilot readiness, and ground support, and

CFPD shall be solely responsible for compliance with the terms and conditions of the lease and all payments thereunder.

5. Data Collection.

CFPD will collect and provide the data and information that SCE requires to allow SCE to (1) evaluate the effectiveness of the Fire Suppression Assets in suppressing wildfires, protecting lives and property, and increasing firefighter safety, and (2) respond to information requests from, or make regulatory filings and reports to, the California Public Utilities Commission ("CPUC") and other regulators or governmental departments or agencies. Such data shall include, but not be limited to, the following: (a) aircraft utilization rate (flight time conducting suppression missions vs. standby hours), (b) gallons of water, gel or fire retardant dropped and number of drops per fire, (c) individual named fire perimeter maps illustrating drop locations, (d) post-incident reports prepared by Coulson and (e) whether and to what extent the Fire Suppression Assets are utilized outside of SCE's service territory. CFPD shall work with Coulson to submit the foregoing data in report form and GIS shapefile to SCE on a monthly basis on the first day of each calendar month through the lease term and within five (5) days of SCE's written request therefore at any other time during the lease term.

6. Indemnification.

To the maximum extent permitted by law, CFPD shall indemnify, defend, and hold harmless SCE, and its respective successors, assigns, affiliates, subsidiaries, parent company, officers, directors, agents, and employees ("Indemnified Parties"), from and against any and all expenses, claims, losses, damages, liabilities or actions in respect thereof (including reasonable attorneys' fees and reasonably allocated cost of in-house counsel) to the extent arising from or related to the lease and services agreement with Coulson, or operation or use (including, but not limited to prepositioning or tasking) of the Fire Suppression Assets. For clarity, regardless whether SCE's equipment was a cause of the wildfire, the preceding indemnification does not obligate CFPD to indemnify, defend, or hold harmless the Indemnified Parties, or any of them, from any third-party claim that any of the Indemnified Parties caused the wildfire, but only to claims that the operation or use of the Fire Suppression Asset resulted in damage to a third-party.

7. Authority to Contract.

Each Party represents and warrants that it has the authority to contract or otherwise commit to perform the obligations herein.

8. Relationship of the Parties.

Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between the Parties, constitute any Party to be the agent of another Party, nor authorize any Party to make or enter into any commitments for or on behalf of another Party.

9. Public Announcements.

Neither Party may issue any press release regarding the Agreement unless (1) the press release is issued jointly by the Parties, or (2) prior to the release, the Party proposing to make the announcement furnishes the other Parties with a copy of the press release and obtains the other Parties' written approval; provided, however, that if such press release is required to comply with applicable laws, including the California Public Records Act and the Ralph M. Brown Act, legal proceedings, or the rules and regulations of any court or stock exchange having jurisdiction over a Party, then the Parties shall work in good faith to develop a mutually acceptable announcement.

10. Term and Survival.

This Agreement shall be effective as of the Effective Date through the date that all obligations of the Parties hereto with respect to this Agreement have been satisfied (the "Term"), except that the Parties shall continue to be bound by the provisions of this Agreement which by their nature survive such completion or termination, including Sections 2 ("Reimbursement of Funds Received from Other Sources"), 6 ("Indemnification") and 13 ("Governing Law").

11. Written Notices.

All notices, requests, demands, and determinations under the Agreement (other than routine operational communications), shall be in writing and shall be deemed duly given: (1) when delivered by hand, (2) one day after being given to an express courier with a reliable system for tracking delivery, (3) when sent by confirmed facsimile or electronic mail with a copy sent by another means specified in this Section, or (4) three days after the day of mailing, when mailed by United States mail, registered or certified mail, return receipt requested, postage prepaid, and as addressed as specified below:

If to CFPD, addressed to:
Robert Gaylor, Battalion Chief
12605 Osbourne St. Pacoima, CA 91331
Office: (818)890-5755
Cell: (909)260-2728
Email: Robert.gaylor@fire.lacounty.gov

If to SCE, address to:
Melanie Jocelyn
Southern California Edison Company
2244 Walnut Grove Ave.
Rosemead, CA 91770
Email: melanie.jocelyn@sce.com

12. Assignment.

No Party shall assign this Agreement or any part or interest thereof, without the prior written consent of the other Parties, and any assignment without such consent shall be void and of no effect.

13. Governing Law.

This Agreement shall be interpreted, governed, and construed under the laws of the State of California as if executed and to be performed wholly within the State of California.

14. Entire Agreement.

This Agreement contains the entire agreement and understanding between and among the Parties and merges and supersedes all prior agreements, representations and discussions pertaining to the subject matter of this Agreement. This Agreement is intended to be a final expression of the agreement of the Parties and except to the extent expressly referenced herein, is an integrated agreement within the meaning of Section 1856 of the California Code of Civil Procedure (the Parole Evidence Rule). There are no contemporaneous separate written or oral agreements between the Parties in any way related to the subject matter of this Agreement. No subsequent agreement, waiver, modification, representation or promise with respect to the subject matter of the Agreement made by the Parties hereto, or by or to any employee, officer, agent or representative of any Party shall be of any effect unless it is in writing and executed by the Parties hereto.

15. Counterparts and Electronic Signatures.

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall be deemed to be one and the same instrument. Documents executed, scanned and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of the Agreement and all matters related thereto, with such scanned and electronic signatures having the same legal effect as original signatures.

[Signatures on Following Page]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives.

“CFPD”

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

Date: _____

By: _____

Anthony C. Marrone

Fire Chief

APPROVED AS TO FORM
DAWYN HARRISON
COUNTY COUNSEL

BY: _____

Jenny Tam
Senior Deputy County Counsel

“SCE”

**SOUTHERN CALIFORNIA EDISON
COMPANY**

Date: _____

By: _____

Name: Jill C. Anderson

Title: Executive Vice-President, Operations



County of Los Angeles
INTERNAL SERVICES DEPARTMENT

1100 North Eastern Avenue
Los Angeles, California 90063

SELWYN HOLLINS
Director

"Trusted Partner and Provider of Choice"

Telephone: (323) 267-2101
FAX: (323) 264-7135

December 19, 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:

**PROBATION DEPARTMENT
CAMP CHALLENGER STORAGE TANK REMOVAL PROJECT
CATEGORICAL EXEMPTION
ESTABLISH AND APPROVE CAPITAL PROJECT NO. 8A016
APPROVE PROJECT BUDGET AND APPROPRIATION ADJUSTMENT
AUTHORIZE USE OF JOB ORDER CONTRACT
(FY 2023-24)
(SUPERVISORIAL DISTRICT 5)
(3 VOTES)**

SUBJECT

Approval of the recommendations will find the Camp Challenger Storage Tank Removal Project exempt from the California Environmental Quality Act, establish and approve Capital Project No. 8A016, approve the project budget and appropriation adjustment, and authorize the Director of the Internal Services Department, or designee, to deliver the proposed project using a Board-approved Job Order Contract.

IT IS RECOMMENDED THAT THE BOARD:

1. Find the proposed Camp Challenger Storage Tank Removal Project exempt from the California Environmental Quality Act for the reasons stated in this letter and in the record of the project.
2. Establish and approve the proposed Camp Challenger Storage Tank Removal Project, Capital Project No. 8A016 with a total budget of \$534,000.

3. Approve an appropriation adjustment to transfer \$534,000 from the Probation Department-Juvenile Institutions Services, Salaries and Employee Benefits budget to the Camp Challenger Storage Tank Removal Project, Capital Project No. 8A016.
4. Authorize the Director of the Internal Services Department, or designee, to deliver the Camp Challenger Storage Tank Removal Project using a Board-approved Job Order Contract.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommendations will find the proposed Camp Challenger Storage Tank Removal Project (Project) exempt from the California Environmental Quality Act (CEQA), establish and approve Capital Project No. 8A016, approve the project budget and appropriation adjustment, and authorize the Internal Services Department (ISD) to deliver the proposed Project using a Board-approved Job Order Contract (JOC).

The proposed Project will remove an existing 12,000 gallon underground diesel fuel storage tank located at Camp Challenger, 5300 West Avenue I, Lancaster 93534. The underground storage tank is not in compliance with state and local regulations and needs to be removed.

The proposed removal work includes the removal of reinforced concrete paving above the storage tank, excavation and removal of the storage tank and possible contaminated soil, and backfill with soil. Soil testing will be done after the tank is removed in order to accurately test the soil that is below the existing tank.

The estimated project duration is approximately three (3) months which includes jurisdictional approvals, construction, and project completion.

Implementation of Strategic Plan Goals

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

FISCAL IMPACT/FINANCING

The total cost for the proposed Project is currently estimated at \$534,000, which includes design, construction, change order allowance, inspection/testing, and ISD county services (Enclosure A).

Approval of the enclosed appropriation adjustment (Enclosure B) will transfer \$534,000 from the Probation Department-Juvenile Institutions Services, Salaries and Employee Benefits budget to the Camp Challenger Storage Tank Removal Project, Capital Project No. 8A016, to fully fund the proposed Project.

Operating Budget Impact

The scope of work consists of repairs and remodeling made to an existing space. Therefore, following the completion of the proposed project, ISD and the Probation Department do not anticipate any one-time start-up or additional ongoing costs as a result of the proposed project.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

In accordance with the Board's Local and Targeted Worker Hire Policy, updated on May 17, 2023, the proposed Project budget is less than \$500,000; therefore, the "Local Worker" and "Local Targeted Worker" labor hours are not required as part of the project.

In accordance with the Board's Civic Art Policy, adopted on December 7, 2004, and last amended on August 4, 2020, the proposed Project is exempt from the Civic Art Allocation as it involves underground work.

ENVIRONMENTAL DOCUMENTATION

The proposed Project is categorically exempt from CEQA. The scope of work consists of the removal of an existing underground storage tank. Therefore, the work is within certain classes of projects that have been determined not to have a significant effect on the environment in that it will meet the criteria set forth in Sections 15301 and 15304(c) of the State CEQA Guidelines and Classes 1 and 4(m) of the County's Environmental Document Reporting Procedures and Guidelines, Appendix G because it includes repairs and minor alterations to existing public facilities with negligible or no expansion of use, and minor alterations to land.

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

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

CONTRACTING PROCESS

The proposed Project will be delivered using an ISD Board-approved JOC for the construction. The standard Board-directed clauses, including those that provide for contract termination and hiring qualified displaced county employees, are included in all JOCs.

The JOCs contain the Board's required provisions including those pertaining to consideration of qualified County employees targeted for layoffs, as well as qualified GAIN/GROW participants for employment openings, compliance with the Jury Service Ordinance, Safely Surrendered Baby Law, and the Child Support program.

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

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

IMPACT ON CURRENT SERVICES (OR PROJECTS)

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

CONCLUSION

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

Respectfully submitted,

Selwyn Hollins
Director

SH:MO:ME:TD:sy

Enclosures

C: Executive Office, Board of Supervisors
Chief Executive Office
County Counsel
Probation Department

**PROJECT INFORMATION SHEET
SCHEDULE AND BUDGET SUMMARY**

PROJECT :	Camp Challenger Storage Tank Removal
CAPITAL PROJECT NO. :	8A016

I. PROJECT SCHEDULE		
Project Activity	Duration	Scheduled Completion Date
Complete Construction Documents	Complete	June 2022
Jurisdictional Approval	In Progress	Dec 2023
Award Construction Contract	1 months following Board approval	Jan 2024
Substantial Completion	2 months following Board approval	Feb 2024
Project Acceptance	3 months following Board approval	March 2024

II. BUDGET SUMMARY	
Budget Category	Proposed Budget
Construction	
Construction	\$ 290,000.00
Change Orders (Contingency)	\$ 74,000.00
Subtotal	\$ 364,000.00
Civic Art (if not exempt)	\$ -
Plans and Specifications	\$ 9,000.00
Jurisdictional Review/Plan Check/Permits	\$ 17,000.00
County Services (ISD Indirect)	\$ 144,000.00
Total Project Budget	\$ 534,000.00

PINK

BA FORM 10142022

BOARD OF SUPERVISORS
OFFICIAL COPY

December 19, 2023

COUNTY OF LOS ANGELES

REQUEST FOR APPROPRIATION ADJUSTMENT

PROBATION DEPARTMENT

AUDITOR-CONTROLLER:

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

ADJUSTMENT REQUESTED AND REASONS THEREFORE
FY 2023-24
3 - VOTES

SOURCES

USES

PROBATION - JUVENILE INSTITUTIONS SERVICES
A01-PB-1000-17000-17250
SALARIES & EMPLOYEE BENEFITS
DECREASE APPROPRIATION

534,000

PROBATION
CAMP CHALLENGER STORAGE TANK REMOVAL PROJECT
A01-CP-6014-65042-8A016
CAPITAL ASSETS - B & I
INCREASE APPROPRIATION

534,000

SOURCES TOTAL \$ 534,000

USES TOTAL \$ 534,000

JUSTIFICATION

Reflects an appropriation adjustment to transfer \$534,000 from Probation's operating budget to the Camp Challenger Storage Tank Removal Project, Capital Project No. 8A016, to fully fund the project.

Gina M.
Byrnes

Digitally signed by Gina
M. Byrnes
Date: 2023.11.13
08:49:37 -08'00'

AUTHORIZED SIGNATURE

GINA M. BYRNES, CHIEF FINANCIAL OFFICER

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

REFERRED TO THE CHIEF
EXECUTIVE OFFICER FOR---



ACTION



RECOMMENDATION

AUDITOR-CONTROLLER

BY

Andrea Turner

Digitally signed by Andrea Turner
Date: 2023.11.21 09:27:04 -08'00'

B.A. NO. 039

DATE

11/21/2023



APPROVED AS REQUESTED



APPROVED AS REVISED

CHIEF EXECUTIVE OFFICER

BY

Matthew J.
Diaz

Digitally signed by
Matthew J. Diaz
Date: 2023.11.21
09:46:42 -08'00'

DATE

11/21/2023



Los Angeles County Sheriff's Department



Rosas, et al. v. Los Angeles County

Sheriff Robert G. Luna

Rosas Implementation Plan

Department's Compliance



Los Angeles County Sheriff's Department



Rosas Settlement Agreement Provision 1.4 requires the Department to publicly report to the Los Angeles County Board of Supervisors bi-annually:

- Implementation Plan
- Status of Compliance
- Training on Use of Force Policy
- Use of Force Statistics and Trends
- Department Use of Force Policy Violations
- Inmate Grievances

Note: The data provided for this presentation compares data from the year of 2021 and 2022.



Rosas, et al. v. Sheriff Robert G. Luna



- Rosas is a federal class action lawsuit alleging a pattern of excessive use of force in the Downtown jail facilities (Men's Central Jail, Twin Towers Correctional Facility, and the Inmate Reception Center).
- The Settlement Agreement was initially approved by the Court on April 21, 2015. The Department began assessing compliance with the Settlement Agreement effective July 1, 2018, after the establishment of the revised Compliance Measures (May 2018).
- Provisions are grouped in 7 Categories:
Administrative, Use of Force, Training, Force Reporting and Force Investigations, Grievances, Restraint, and Early Warning System (104 Provisions with a total of 402 Compliance Measures).



Downtown Jail Complex Rosas Provision Force Mitigation and Quality Improvement Efforts



- Weekly meetings with Division Chiefs
 - Comprehensive review of use of force incidents
- Custody Division tracks head strike incidents
- Currently, in development is the eForce Program, a web-based portal designed to track all use of force incidents and improve the efficiency in the approval process for all assigned force investigations.
- *Limitations of Force Directive* was published on 2/22/2023; however, the Department is in the process of revising the Directive again based on additional suggestions from the DOJ and Rosas panel.
- The Custody Force Investigative Team (CFIT) was created in August of 2023 to expedite use of force investigations and ensure accountability.



Update on Jail Use of Force Training



Custody Force Training Statistics

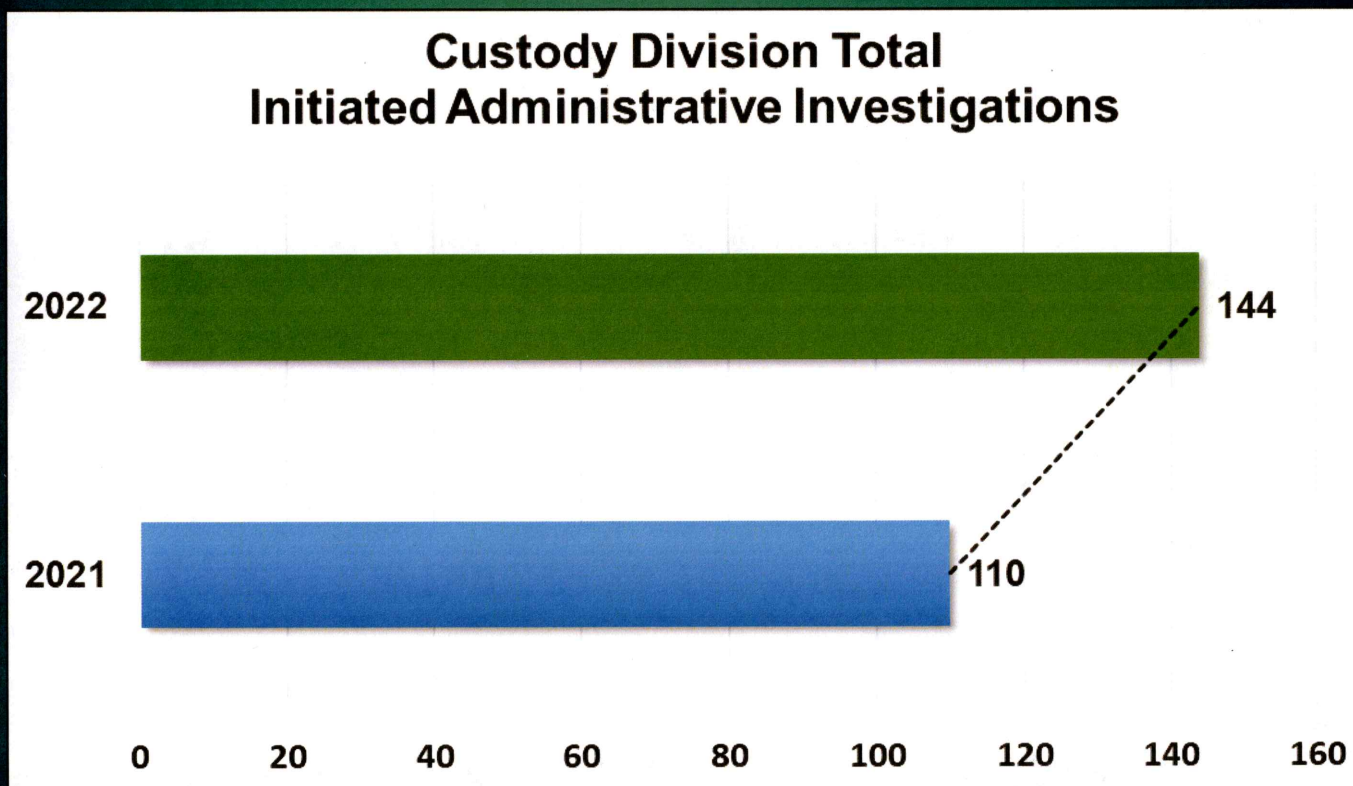
Training Course	Custody Division Personnel Trained in 2021	Custody Division Personnel Trained in 2022	Rosas Compliance for Basin Facilities in 2022**
Custody Division Force Policy	1,704	1,652	Initial Training Completed
Custody Division Force Policy Refresher	2,719	2,236	97%
Ethics Training	1,325	1,166	Initial Training Completed
Ethics Training Refresher	1,396	1,574	92%
IIMI / DeVRT Training	230	477	Initial Training Completed
IIMI / DeVRT Training Refresher	2,002	1,253	98%
Use of Force Report Writing and Documentation for Supervisors Refresher	134	42	98%

* The data was provided by the Custody Training and Standards Bureau.

** Percentages are based on the Custody Compliance and Sustainability Bureau Rosas Provisions self-assessment data from the 2022 annual report.



Update on Initiated Administrative Investigations



Initiated administrative investigations have increased every year since 2019.



Update on Administrative Investigations Violations of the Use of Force Policy



Downtown Jail Facilities

January 1, 2022 - December 31, 2022

INITIATED CASES - 26

- 24 cases were found to be in violation of Use of Force Policy
- 2 cases are pending

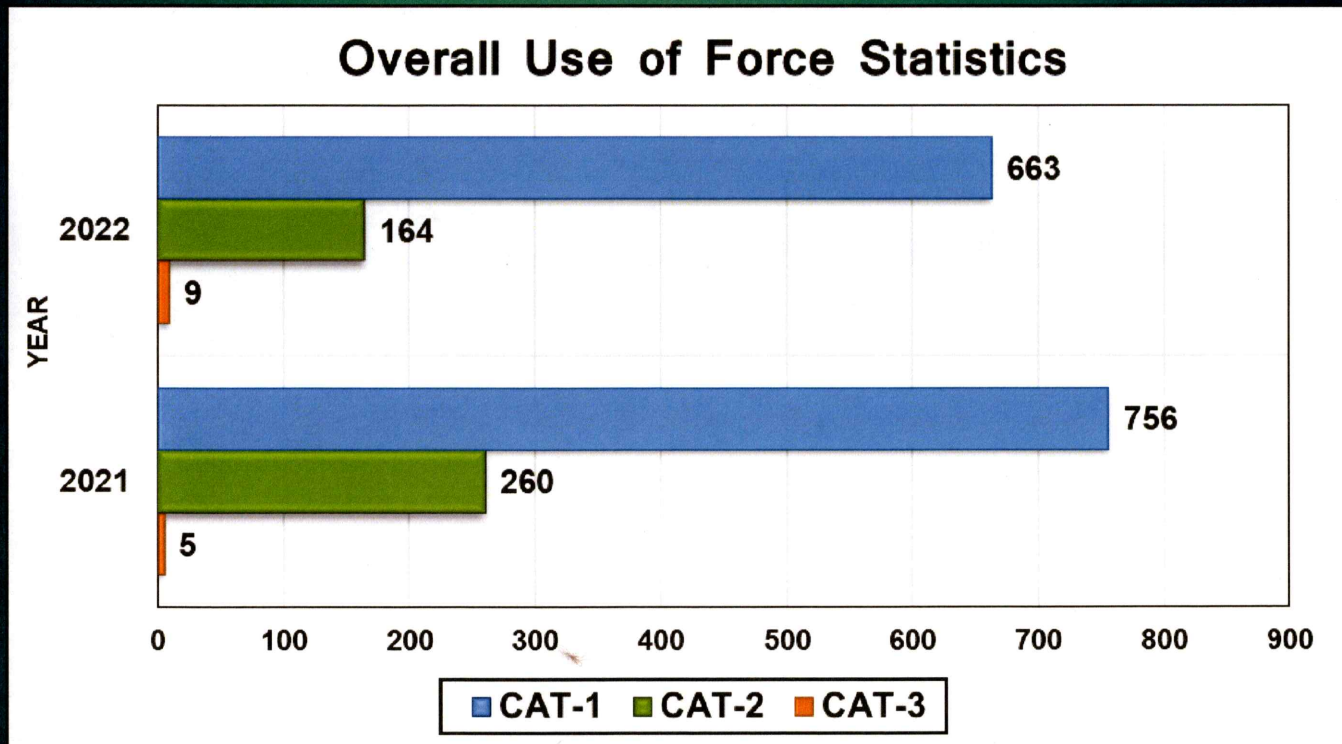
January 1, 2021 - December 31, 2021

INITIATED CASES - 14

- 13 cases were found to be in violation of Use of Force Policy
- 1 case unfounded



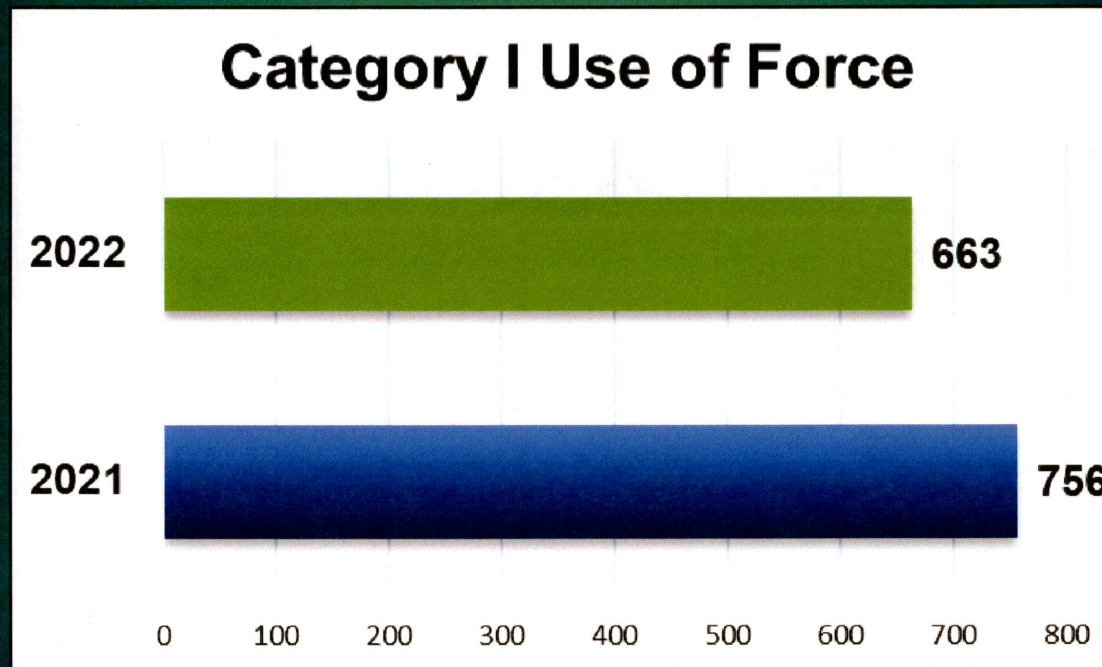
Downtown Jail Complex Overall Use of Force Statistics



Use of Force incidents from the year of 2022 have decreased by 18.12% since the year of 2021.



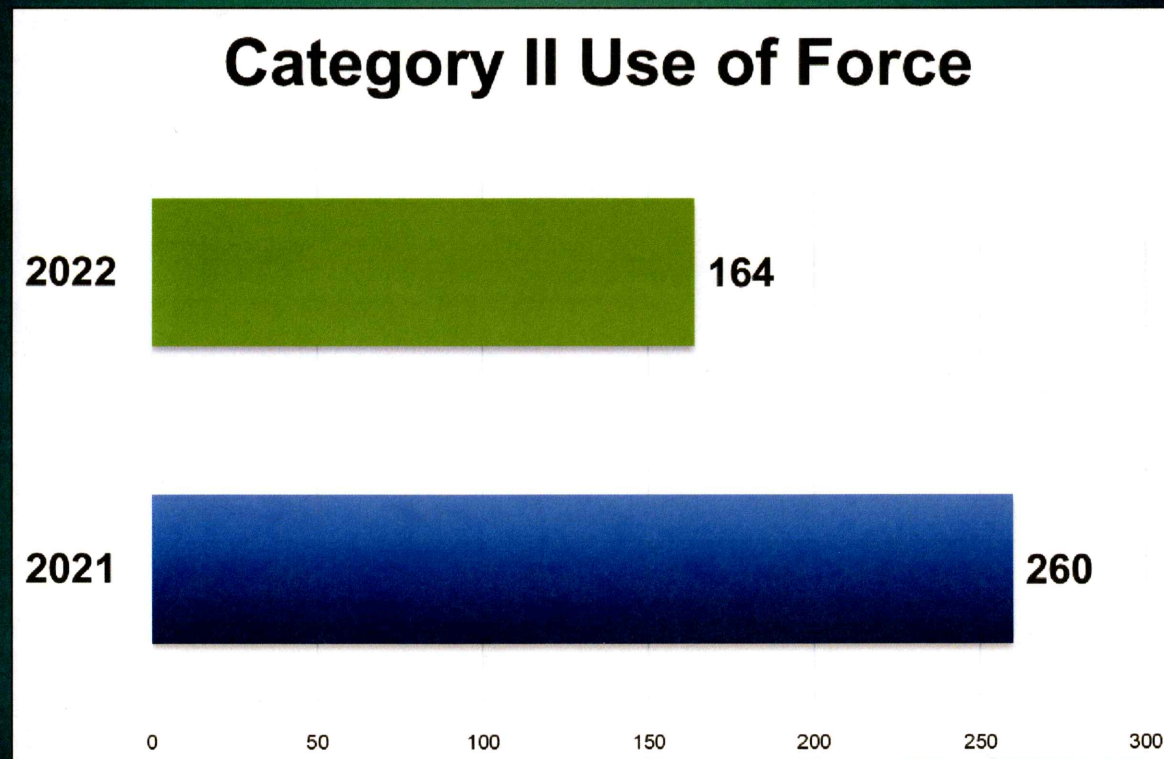
Downtown Jail Complex Use of Force - Category 1



Category 1 incidents in 2022 have decreased by 12.3% from 2021.



Downtown Jail Complex Use of Force - Category 2



Category 2 incidents in 2022 have decreased by 36.9% from 2021.



IRC: 1

2022 Category 3

IRC: 2

Category 3 Uses of Force are investigated by Internal Affairs Bureau.



Status of Compliance Published Reports



Panel's Twelfth Report

Status	Administrative	Use of Force	Training	Force Reporting / Investigations	Grievances	Restraints	Early Warning System	Total
Compliant	8	16	11	17	22	2	3	79
Non-Compliant	1	9	0	7	2	2	0	21
Pending	0	0	0	0	0	0	0	0
Non-Applicable	0	0	0	0	0	4	0	4
Total	9	25	11	24	24	8	3	104

The 12th Panel Report addresses a twelve-month assessment period from July 1, 2022, through December 31, 2022.

Panel's Eleventh Report

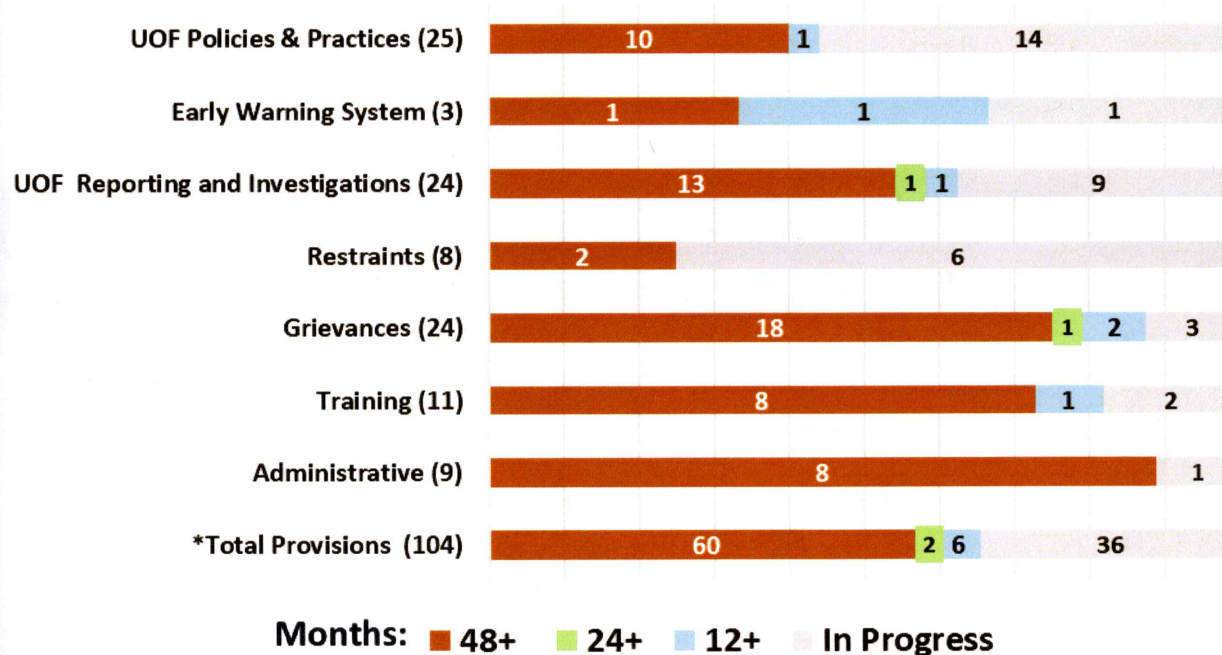
Status	Administrative	Use of Force	Training	Force Reporting / Investigations	Grievances	Restraints	Early Warning System	Total
Compliant	8	15	9	18	23	2	2	77
Non-Compliant	1	10	2	6	1	2	1	23
Pending	0	0	0	0	0	0	0	0
Non-Applicable	0	0	0	0	0	4	0	4
Total	9	25	11	24	24	8	3	104



Status of Compliance



Provisions Reaching 24+ Months in Compliance



A total of 62 provisions have reached more than 24 months of compliance. The results are based on the 12th Panel Report.

* Select provisions are assessed by the Panel and derived from their review of the quarterly Use of Force packages.



Inmate Grievances



Basin Facility Grievances

	2021	2022
General Grievances	6,823	5,745
Complaints Against Staff	610	490
iPad Requests	1,057,606	87,599

Data provided by Custody Support Services Bureau compares data for the year of 2021 and 2022.



Basin Facilities Top 5 Grievances



2021

2022

1. Living Conditions	1406	1. Living Conditions	1192
2. Mail	1201	2. Service Related-Procedural	1146
3. Service Related-Procedural	831	3. Mail	979
4. Staff Complaints	713	4. Staff Complaints	505
5. Other*	708	5. Property	373

*Grievances classified as "Other" were initially mis-categorized, but were subsequently completed with the following disposition(s): visiting, television, inmate work assignment, inmate money/accounts, inmate property, justice delays (Pro-Per, Law Library, etc.), court-related issues (work release, time-off credits/early release), classification, etc. All grievances classified as "Other" were appropriately handled to completion.



Office of Inspector General County of Los Angeles

Reform and Oversight Efforts: Los Angeles County Sheriff's Department

July through September 2023

Issued November 16, 2023

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ABOUT QUARTERLY REPORTS

Quarterly reports provide an overview of the Office of Inspector General's regular monitoring, auditing, and review of activities related to the Los Angeles County Sheriff's Department (Sheriff's Department) over a given three-month period. This quarterly report covers Department activities and incidents that occurred between July 1, 2023 and September 30, 2023, unless otherwise noted. Quarterly reports may also examine particular issues of interest. This report includes an update on off-duty alcohol use and firearms, which the Office of Inspector General previously addressed in [a report issued in October 2019](#).

MONITORING SHERIFF'S DEPARTMENT'S OPERATIONS

Deputy-Involved Shootings

The Office of Inspector General reports on all deputy-involved shootings in which a deputy intentionally fired a firearm at a human, or intentionally or unintentionally fired a firearm and a human was injured or killed as a result. This quarter, there were six incidents in which people were shot or shot at by Sheriff's Department personnel. The Office of Inspector General staff responded to each of these deputy-involved shootings. Five people were struck by deputies' gunfire, three fatally.

The information in the following shooting summaries is based on the limited information provided by the Sheriff's Department and is preliminary in nature. While the Office of Inspector General receives information at the walk-through at the scene of the shooting, receives preliminary memoranda with summaries, and attends the Sheriff's Department Critical Incident Reviews, the statements of the deputies and witnesses are not provided until the Sheriff's Department completes its investigation. The Sheriff's Department permits the Office of Inspector General's staff limited access to monitor the ongoing investigations of deputy-involved shootings. The Sheriff's Department also [maintains a page on its website](#) listing deputy-involved shootings that result in injury or death, with links to incident summaries and video.

Santa Clarita Station: Hit Shooting – Fatal

The Sheriff's Department reported that on July 4, 2023, at approximately 11:40 p.m., Santa Clarita Station deputies on patrol in the 24100 block of Race Street in Newhall, saw a gray Cadillac sedan that matched the description of the suspect vehicle in a shooting that occurred earlier that night in the unincorporated area of Canyon Country. When deputies conducted a traffic stop and approached the driver, the front passenger (a 24-year-old White man) fled from the vehicle. The deputies engaged in a foot pursuit

until the man ran through a residential property. Deputies coordinated a containment of the area, and shortly thereafter spotted the man and initiated a second foot pursuit. During this foot pursuit, a deputy encountered the suspect. The suspect fired his handgun at the deputy, and the deputy fired nine rounds at the suspect. The suspect sustained gunshot wounds to his torso. Los Angeles County Fire Department personnel treated him at the scene and transported him to a local hospital for further treatment. The deputies did not sustain any injuries. On July 6, 2023, the suspect died from his injuries. Investigators recovered two loaded, 9mm semi-automatic handguns at the scene.

Areas for Further Inquiry:

Did deputies activate all body-worn cameras in accordance with Sheriff's Department policy? Did deputies initiate and conduct the foot pursuits in accordance with Sheriff's Department policy? Did deputies use tactics consistent with Sheriff's Department training and best practices?

Carson Station: Hit Shooting – Fatal

The Sheriff's Department reported that on August 7, 2023, at approximately 2:20 a.m., deputies responded to a report of a suspicious person at a gas station, specifically a male causing a disturbance and screaming at the gas pumps. Upon their arrival, the responding deputies saw a Hispanic man matching the description in the radio call and approached him. The deputies observed what they believed to be the outline of a handgun in the man's left pants pocket and retreated to their patrol vehicles for cover. The deputies ordered the man to keep his hands on his head and not to reach for the object in his pocket. The man began tossing objects from a black backpack lying on the ground near his right side and then reached for the object in his left pants pocket. One deputy then fired a single less-lethal 40-millimeter projectile at the man, followed immediately by another deputy firing five rounds from a semi-automatic firearm, which struck the man in his back and buttocks. The deputies rendered first aid until Los Angeles County Fire personnel arrived. The man died at the scene. The Sheriff's Department recovered a black Daisy Powerline 426 air pistol near the man's body.

Areas for Further Inquiry:

What was the backdrop when deputies fired?

Industry Station: Non-Hit

The Sheriff's Department reported that on September 2, 2023, at 9:58 p.m., Industry Station received a call from the manager of a restaurant in Hacienda Heights. The caller advised that four black men they believed to be possible gang members were in a black Escalade in front of the restaurant. The caller reported that the location had recently

been the target of a robbery and had concerns that they were casing the location. The caller said the restaurant would close soon and indicated concern for the customers still inside the restaurant. Three deputies responded and arrived at the location in separate marked patrol vehicles.

Two deputies saw three men outside of the black Escalade. One of the three men ran. At that time, the third deputy, who arrived from the opposite direction than the other deputies, saw this suspect running away holding a handgun. The deputy fired four rounds through his closed window, causing it to shatter. The rounds hit a supermarket that had already closed. The suspect threw his gun, which deputies found about 25 feet from him. The suspect surrendered without further incident. The other two men were also taken into custody. Although the caller originally said they saw four men, deputies only observed three upon their arrival. Deputies found additional ammunition inside the car, though it remains unclear whether it matches the fleeing man's gun. Additionally, deputies discovered a baggie of pills just outside of the vehicle that was identified by deputies as possible fentanyl.

Areas for Further Inquiry:

What factors influenced the deputy to fire with a supermarket as the backdrop? Did the firing deputy use proper tactics when shooting through the window of their patrol vehicle? Did the responding deputies have a plan for contacting the subjects? Did responding deputies communicate during the incident and prior to their response?

Industry Station: Hit Shooting – Fatal

The Sheriff's Department reported that on September 4, 2023, at 5:34 a.m., they received a radio call regarding an assault with a deadly weapon involving a knife in Hacienda Heights. A woman called 911 reporting that her son, a 42-year-old White man, had just stabbed his father.

Six deputies responded to the call. Upon arrival, deputies saw the man standing in front of the residence next door. One or more deputies ordered the man to drop the knife, which was described as a large butcher knife with a blade approximately nine inches long. The man did not drop the knife and instead charged towards the deputies, at which point one deputy fired a single round, which struck the man in the neck. The man died at the scene. The Sheriff's Department's initial reports indicate that when the deputy fired, the man was approximately 30 feet away.

The man's father suffered multiple stab wounds to his torso and also died at the scene. Investigators recovered the knife from the scene.

Areas for Further Inquiry:

Did deputies form a tactical plan before or upon arriving? Did deputies have any less lethal weapons available? Did deputies attempt to deescalate the situation? Did the shooting backdrop pose risks? Why did only one deputy fire? Did the Department have any prior contacts with this man? Were all body-worn cameras activated in compliance with Department policy?

East Los Angeles Station: Hit Shooting – Non-Fatal

On September 4, 2023, at 1:17 p.m., East Los Angeles Station deputies responded to a call reporting a man brandished a gun at a gas station in unincorporated Los Angeles. The caller reported that the suspect, later determined to be a 32-year-old Hispanic man, entered the gas station, and took several items, then brandished the gun as he fled. A short time later, deputies located the suspect walking in front of an auto repair business and saw that he was armed with a handgun. Deputies ordered him to stop, but he pointed the gun in the direction of a deputy at which time a deputy-involved shooting occurred. The deputy who shot fired through his windshield, striking suspect in the abdomen. Los Angeles County Fire personnel treated him at the scene and transported him to a local hospital, where he was in stable condition. The deputy fired six rounds at the suspect. No deputies were injured during the incident.

The suspect's firearm, a Beretta Model 92FS semi-automatic handgun, was recovered at the scene.

Deputies later learned that, after the man had left the gas station, he pointed a gun at a man approximately one-half block west of the business, who also reported that assault to the Sheriff's Department.

Areas for Further Inquiry:

Did the deputy consider the backdrop of the shooting? Did the deputies approach the armed suspect in a tactically sound manner, consistent with training? Was shooting through the windshield consistent with training and best practices?

Civil Management Bureau: Hit Shooting, Non-Fatal

The Sheriff's Department reported that on September 27, 2023, at approximately 10:38 a.m., Civil Management Bureau deputies went to a single-family residence in North Hollywood to evict the occupants pursuant to a court order. Receiving no response to their knock on the door, the deputies used a locksmith to assist them in gaining entry. The deputies entered the residence and announced their presence. One of the occupants then came out of a room and was told by deputies to wait in the living area. The deputies proceeded towards the hallway with guns drawn, continuing to

announce their presence, the hand of an occupant, a 51-year-old White man, appeared out of a doorway of one of the adjacent rooms. As the occupant's hand appeared, one of the deputies reportedly unintentionally discharged his gun a single time, striking the occupant's hand. The deputy reported that he was attempting to manipulate the flashlight on his gun when he discharged it. The man was unarmed. He was taken to the hospital and treated for his injury.

The Office of Inspector General previously reported on an increase in unintentional discharges, after the Sheriff's Department converted to guns with a lighter trigger pull and an attached flashlight that operates by squeezing the handgun grip, in a report titled, [Assessing the Rise in Unintended Discharges Following the Sheriff's Department Conversion to a New Handgun](#).

Areas for Further Inquiry

What was the tactical plan for the eviction? Who determines the tactical plan for each eviction? Are tactical plans for evictions particularized for the situation and information known to the deputies? Is background information on the occupants or the residence gathered prior to the eviction? Are deputies trained to use the weapon mounted light as a source of illumination absent a need to discharge the weapon? Why did the deputy have his finger on the trigger of his gun?

District Attorney Review of Deputy-Involved Shootings

The Sheriff's Department's Homicide Bureau investigates all deputy-involved shootings in which a person is hit by a bullet. The Homicide Bureau submits the completed criminal investigation of each deputy-involved shooting that results in a person being struck by a bullet and which occurred in the County of Los Angeles to the Los Angeles County District Attorney's Office (District Attorney's Office or District Attorney) for review and possible filing of criminal charges.

Between July 1, 2023, and September 30, 2023, the District Attorney's Office issued five findings on deputy-involved shooting cases involving the Sheriff's Department's employees.

- In the August 7, 2020, non-fatal shooting of Rogelio Ochoa III, the District Attorney opined in a [memorandum dated August 1, 2023](#), that deputies Adam Nelson, Sebastian Pombal, and Juan Ruiz acted lawfully in self-defense and in defense of others.
- In the January 24, 2022, non-fatal shooting of Javier Arellano Torres, the District Attorney opined in a [memorandum dated August 1, 2023](#), that deputy Adrian Ines acted lawfully in self-defense and in defense of others.

- In the January 10, 2021, fatal shooting of Allen Mirzayan, the District Attorney opined in a [memorandum dated August 18, 2023](#), that deputies Raul Reyes, Roberto Sigala, and Jacob Thome reasonably believed that the use of deadly force was necessary to defend against an imminent threat of death or serious bodily injury to themselves and others.
- In the May 29, 2020, fatal shooting of Robert Colvin, the District Attorney opined in a [memorandum dated August 24, 2023](#), that deputies Jesus Chamorro and Nicholas Hernandez acted lawfully in self-defense and in defense of others.
- In the April 1, 2022, non-fatal shooting of Trinidad Velasco, the District Attorney opined in a [memorandum dated August 30, 2023](#), that there was insufficient evidence to prove deputy Ernest Magana did not act lawfully in self-defense or in defense of others.

Homicide Bureau's Investigation of Deputy-Involved Shootings

For the present quarter, the Homicide Bureau reports that it has sixteen shooting cases involving Sheriff's Department personnel open and under investigation. The oldest case in which the Homicide Bureau maintains an active investigation is related to an October 19, 2021, shooting in the jurisdiction of Temple Station. For further information as to that shooting, please refer to the Office of Inspector General's report [Reform and Oversight Effort: Los Angeles Sheriff's Department, October to December 2021](#). The oldest case that the Bureau has open is a 2019 shooting in Downey, which was submitted to the District Attorney's Office and for which the Sheriff's Department still awaits a filing decision.

This quarter, the Sheriff's Department reported it sent six deputy-involved shooting cases to the District Attorney's Office for filing consideration.

Internal Criminal Investigations Bureau

The Sheriff's Department's Internal Criminal Investigations Bureau (ICIB) reports directly to the Division Chief and the Commander of the Professional Standards Division. ICIB investigates allegations of criminal misconduct committed by Sheriff's Department personnel in Los Angeles County.¹

¹ Misconduct alleged to have occurred in other counties is investigated by the law enforcement agencies in the jurisdictions where the crimes are alleged to have occurred.

The Sheriff's Department reports that ICIB has 68 active cases. This quarter, the Sheriff's Department reports sending three cases to the District Attorney's Office for filing consideration (in addition to the three deputy-involved shooting cases sent by ICIB, discussed above). The District Attorney's Office is still reviewing 31 cases for filing. The oldest open case that ICIB has submitted to the District Attorney's Office for filing consideration is related to conduct that occurred in 2018, which ICIB presented to the District Attorney in 2018 and for which the Sheriff's Department still awaits a filing decision.

Internal Affairs Bureau

The Internal Affairs Bureau (IAB) conducts administrative investigations of policy violations by Sheriff's Department employees. It also responds to and investigates deputy-involved shootings and significant use-of-force cases. If the District Attorney declines to file criminal charges against the deputies involved in a shooting, IAB reviews the shooting to determine whether Sheriff's Department personnel violated any policies during the incident.

Administrative investigations are also conducted at the unit level. The subject's unit and IAB determine whether an incident is investigated by IAB or remains a unit-level investigation based on the severity of the alleged policy violation(s).

This quarter, the Sheriff's Department reported opening 174 new administrative investigations. Of these 174 cases, 60 were assigned to IAB, 88 were designated as unit-level investigations, and 26 were entered as criminal monitors (in which IAB monitors an ongoing criminal investigation conducted by the Sheriff's Department or another agency). In the same period, IAB reports that 126 cases were closed by IAB or at the unit level. There are 529 pending administrative investigations, of which 348 are assigned to IAB and the remaining 181 are pending unit-level investigations.

Civil Service Commission Dispositions

There were seven final decisions issued by the Civil Service Commission this quarter involving Sheriff's Department employees.² In four of these, the Commission sustained the department; in two, it reduced the discipline imposed; and in one, it overturned the Department's finding that the employee had violated policy.

Five of these cases concerned sworn peace officers of the rank of deputy or higher, four of which involved decisions by the Department to discharge the employee. The Civil

² The Civil Service Commission reports its actions, including final decisions, in [minutes of its meetings posted on the County's website](#) for commission publications.

Service Commission sustained three of these discharges. In the fourth, the Commission rejected the Department's decision that the deputy had violated policy and overturned the discharge altogether, without imposing any lesser penalty. In the one case concerning a sworn officer that did not involve a decision by the Department to discharge, the Commission reduced the discipline from a fifteen-day suspension sought by the Department to a ten-day suspension.

The Sheriff's Department's Use of Unmanned Aircraft Systems

The Sheriff's Department reports it deployed its Unmanned Aircraft Systems (UAS) five times between July 1, 2023, and September 30, 2023, in the following incidents:

- On July 4, 2023, to assist Special Enforcement Bureau in Altadena to locate a missing hiker, the Department used the UAS to search the area where the hiker had last been seen. The UAS did not locate the missing hiker.
- On July 19, 21, 22, and 23, 2023, to assist Special Enforcement Bureau in the Angeles National Forest to search the area where a missing hiker had last been seen. The UAS did not locate the missing hiker.
- On September 13, 2023, to assist Special Enforcement Bureau with serving a high-risk search warrant in La Puente, the Department used the UAS to search and clear the premises before law enforcement personnel entered.
- On September 29, 2023, to assist Special Enforcement Bureau in Santa Clarita to search the area where a missing person had last been seen. The UAS successfully located the missing hiker, who was experiencing medical distress.

Special Section: Update on the Sheriff's Department's Safety of Firearms Policy

The Sheriff's Department's "Safety of Firearms" policy states that off-duty deputies "shall not consume any intoxicating substance to the point where the employee is unable to or does not exercise reasonable care and/or control of the firearm."³ This policy presumes that a deputy with a .08 blood alcohol concentration (BAC) is unable to exercise reasonable care or control of the firearm. However, this presumption may be rebutted on evidence that the deputy "acted reasonably and without negligence."⁴

In 2019, the Office of Inspector General identified and reviewed 81 administrative cases charging deputies with various policy violations for being under the influence of alcohol with a firearm in reach. Based on our review, the Office of Inspector General published

³ See, [Manual of Policy and Procedures § 3-01/025.45 - Safety of Firearms](#).

⁴ Ibid.

an October 2019 report entitled [Los Angeles County Sheriff's Department Safety of Firearms Policy](#) (the "2019 Report"), which outlined three areas of concern with the Department's Safety of Firearms policy:

1. The .08 blood alcohol content (BAC) standard is too low and inconsistent with the .02 BAC limits set by Department policies for being under the influence of an alcoholic beverage when on duty and for operating a County vehicle.⁵
2. Setting the .08 BAC threshold as a rebuttable presumption that the deputy did not exercise reasonable care, rather than a clear limit, may result in increased danger to the public and to deputies. Under this rebuttable presumption, the Sheriff's Department may deem a deputy too impaired to legally operate a motor vehicle nonetheless able to exercise reasonable care in the control of a firearm and life-and-death decisions about its use.
3. The Sheriff's Department's "Off-Duty Incidents" policy states that "Deputy personnel, although technically off-duty, shall take action as deemed appropriate on any police matter coming to their attention."⁶ But imposing a duty on deputies to act while off duty may make deputies more likely to carry firearms, even when consuming alcohol that would make the use of the firearms risky.

To address these concerns, the 2019 Report set forth six recommendations aimed at reducing incidents where deputies, who are suspected of being under the influence of alcohol, possess a firearm.

Recommendation No. 1: The standard of .08 blood alcohol concentration (BAC) limit stated in the current Safety of Firearms policy is too high. The blood alcohol concentration limit in the Safety of Firearms policy should be lowered to the .02 BAC standard used in Department policies for being under

⁵ According to the National Highway Traffic Safety Administration, alcohol causes some loss of judgment at .02 BAC and impaired judgment and loss of small motor control at .05 BAC. See U.S. Dep't of Trans., Nat'l Hwy. Traffic Safety Admin, [The Effects of Blood Alcohol: How Alcohol Affects Driving Ability](#). Manual of Policy and Procedure section 3-01/030.40, Use of Alcohol December 2016 revision states: "A Department member shall not drink or be under the influence of any kind of alcoholic beverage when on duty and/or in Department uniform. No member shall report for duty or be on duty while under the influence of alcohol, or be unfit for duty because of its use. Members will be considered under the influence of alcohol if they have a blood alcohol content of .02 or higher in their system." And Manual of Policy and Procedure section, 3-01/090.10 Operation of Vehicles December 2016 revision states: "Members, whether on duty or off, shall not operate a county vehicle while under the influence of alcohol. Members will be considered under the influence of alcohol if they have a blood alcohol content of .02 or higher in their system."

⁶ See, MPP 3-01/050.30.

the influence of an alcoholic beverage when on duty and for operating county a county vehicle.

Recommendation No. 2: The Safety of Firearms policy should include a strict prohibition against carrying firearms while consuming alcohol in establishments that serve alcohol.

Recommendation No. 3: The rebuttable presumption language in the Safety of Firearms policy should be removed. The rebuttable presumption language undermines the intent of the policy and creates ambiguity in the interpretation and application of this policy.

Recommendation No. 4: The Safety of Firearms policy should include an emergency exception that allows a deputy, who has consumed alcohol, to arm himself or herself in emergency situations that require quick action to protect human life.

Recommendation No. 5: Language similar to MPP 3-01/090.10 Operations of Vehicles should be added to the Safety of Firearms policy.

That policy section states that if a Department member has an odor of alcoholic beverage or there is a reasonable suspicion to believe the member is under the influence of alcohol, the unit commander or higher shall order a test of the member. If the Department member refuses a direct order to be tested, the member shall be subject to discipline.

Recommendation No. 6: The Firearms Safety policy should mandate alcohol testing for all off-duty accidental discharges. There have been instances where deputies had accidental discharges of their firearms while off-duty either at home or in social settings. Because there is no policy requiring alcohol testing in accidental discharge scenarios, we are left to wonder if alcohol was a factor.

To date, the Sheriff's Department's Safety of Firearms policy remains unchanged, and serious problems involving deputies under the influence of alcohol in possession of firearms persist:⁷

- In December 2019, an outside police agency arrested a Sheriff's Department deputy for brandishing a firearm and discharging it in a negligent manner. The deputy had a blood alcohol content of .15%.

⁷ To identify these incidents, the Office of Inspector General reviewed completed investigations adjudicated up through and including September 2023. Because of the time required for investigation and adjudication, the conduct addressed in those matters occurred significantly earlier than current quarter.

- In April 2020, an outside police agency arrested a Sheriff's Department deputy for public intoxication and fighting. During this incident, the deputy possessed a personally owned revolver.
- In August 2020, a Sheriff's Department deputy rented a hotel room for a celebration. During the early morning hours, the deputy fought with another person in the room and left the hotel. Police officers from an outside agency responded and observed a ransacked hotel room, blood on the bed sheets, marijuana, and the deputy's off-duty firearm. Officers contacted the deputy and instructed him to return to the hotel room. The deputy provided two breath samples for a breathalyzer test, resulting in blood alcohol findings of .11% and .10%.
- In November 2020, an outside police agency stopped a Sheriff's Department deputy for driving on the wrong side of the road. The deputy refused to provide a blood or breath sample for testing. After a forced blood draw, a test of the deputy's blood resulted in a .256% blood alcohol level. Officers recovered two loaded firearms from the unlocked center console of the deputy's vehicle. A court sentenced the deputy to three years of summary probation, a nine-month alcohol program, twenty days of weekend jail, and a fine of \$1,895.
- In August 2022, the same deputy mentioned in the preceding paragraph left a firearm at a person's residence after a night of drinking. The deputy allegedly went back to the residence of some people he met at a bar and passed out there. When he awoke the next morning, the deputy could not locate the firearm and left to search for it. The person later found the firearm but had no contact information for the deputy, so she called the police. The deputy had not qualified to carry the firearm off-duty.
- In June 2021, a Sheriff's Department Sergeant engaged in a fight involving several patrons at a restaurant. During the fight, the Sergeant lost his off-duty firearm. The Sergeant left the location before the police arrived.
- In October 2021, two deputies fought multiple men at a bar. One of the deputies may have initiated the incident by brandishing a firearm and assaulting one of the other men. During this incident, both deputies possessed firearms and consumed alcohol.
- In February 2021, a group of deputies attended an off-duty gathering at a bowling alley for a deputy who was promoting and transferring stations, at which deputies consumed alcohol. When the bowling alley closed, the deputies argued with another group of patrons in the parking lot. In the course of the altercation, one of

the deputies showed a firearm in his waistband, and the incident escalated into a physical fight.

These examples demonstrate that the Sheriff's Department continues to experience problems with off-duty alcohol use by personnel who are in possession of a firearm identified in the Office of Inspector General's 2019 Report. The Sheriff's Department should revise the Safety of Firearms policy to adopt the recommendations from our 2019 Report and to address the continued serious safety issues that arise when deputies are allowed to carry firearms and consume alcohol while off-duty. In particular, the Sheriff's Department should lower the threshold blood-alcohol level for carrying or use of a firearm.

CUSTODY DIVISION

In-Custody Deaths

Between July 1, 2023, and September 30, 2023, nine people died while in the care and custody of the Sheriff's Department. The Office of Inspector General continues to report the information on the preliminary manner of death, which may change once the Department of Medical Examiner (DME) conducts its investigation, including an autopsy. The DME website currently reflects the manner of death for six deaths: two deaths were homicides, two deaths resulted from accidents (suspected overdose), one death was a suicide, and one death was natural. For the remaining three deaths, the preliminary findings suggest one was the result of an accident (suspected overdose) and two are undetermined. Both the preliminary manner of death and the DME's finding as to the manner of death and/or cause are included in this report.⁸

These deaths occurred in the facilities as follows: four of these people died at Men's Central Jail (MCJ), one died at Twin Towers Correctional Facility (TTCF), and four died in hospitals to which they had been transported. The Sheriff's Department posts the

⁸ In the past, the Office of Inspector General has reported on the preliminary cause of death as determined by the Medical Examiner, Correctional Health Services personnel, hospital personnel providing care at the time of death, and/or Sheriff's Department Homicide investigators. Because the information provided is preliminary, the Office of Inspector General has determined that the better practice is to report on the manner of death. There are five manner of death classifications: (1) natural, (2) accident, (3) suicide, (4) homicide, and (5) undetermined. Natural causes include illnesses and disease and thus deaths due to COVID-19 are classified as natural. Overdoses may be accidental, or the result of a purposeful ingestion, the Sheriff's Department and Correctional Health Services (CHS) use evidence gathered during the investigation to make a preliminary determination as to whether an overdose is accidental or purposeful. Where the suspected cause of death is reported by the Sheriff's Department and CHS, the Office of Inspector General will include this in parentheses.

information regarding in-custody deaths on [a dedicated page on Inmate In-Custody Deaths](#) on its website.⁹

Office of Inspector General Staff attended the Custody Services Division (CSD) Administrative Death Reviews for each of the 9 in-custody deaths.

The following summaries, arranged in chronological order, provide brief descriptions of each in-custody death:

On July 29, 2023, custody personnel at TTCF found an unresponsive person during their Title 15 Safety Checks. Sheriff's Department staff, Correctional Health Services (CHS) staff, and paramedics rendered emergency aid, but the person died at the scene. A review of iMatch housing criteria indicates the possibility that the deceased was not a compatible match with their cellmate. Preliminary manner of death: Homicide. The DME website currently reflects the manner of death as homicide and cause of death as asphyxia and history of neck/body compression.

On August 3, 2023, people in custody alerted custody personnel of a "man down" in a dorm at MCJ. Sheriff's Department staff, CHS staff, and paramedics rendered emergency aid, but the person died at the scene. Preliminary manner of death: Undetermined. The DME website currently reflects the manner of death as natural and cause of death as hypertensive and arteriosclerotic cardiovascular disease.

On August 4, 2023, custody personnel at MCJ found an unresponsive person during Title 15 Safety Checks. Staff observed bruising on the person's face and puncture wounds to their head, right chest, and torso. Sheriff's Department staff, CHS staff, and paramedics rendered emergency aid, but the person died at the scene. Preliminary manner of death: Homicide. The DME website currently reflects the manner of death as homicide and cause of death as blunt force trauma of head and chest, and stab wounds of abdomen.

On August 9, 2023, people in custody alerted custody personnel of a "man down" during Title Safety Checks at MCJ. Sheriff's Department staff, CHS staff, and paramedics rendered emergency aid, but the person died at the scene. Preliminary manner of death: Undetermined. The DME website currently reflects the manner of death as accidental and cause of death as fentanyl and diphenhydramine toxicity.

⁹ As previously reported, the passage of AB 2671 amended the Penal Code to include section 10008 requiring the reporting of information on in-custody deaths within 10 days of a death, including the manner and means of death, with updates required within 30 days of a change in the information, including the manner and means of the death. This law went into effect on January 1, 2023, and requires that the information be posted on the agency's website.

On August 7, 2023, custody personnel responded to radio traffic requesting assistance for a person experiencing a medical emergency in a dorm at North County Correctional Facility (NCCF). CHS staff and paramedics rendered emergency aid, and the person was transferred to Henry Mayo Hospital where they died on August 11, 2023. Areas for further inquiry include the quality of Title 15 Safety Checks and why Narcan was not deployed by the custody and CHS personnel who responded. Preliminary manner of death: Undetermined. The DME website does not currently reflect the manner of death and the cause of death is deferred.

On August 29, 2023, custody staff at MCJ found an unresponsive person while conducting Title 15 Safety Checks. Sheriff's Department staff and CHS rendered emergency aid. Paramedics determined that lividity and rigor mortis were present and pronounced the person dead. Preliminary manner of death: Undetermined. The DME website does not currently reflect the manner of death and the cause of death is deferred.

On September 8, 2023, a person experienced a medical emergency while on an inmate bus from Antelope Valley Superior Court to NCCF. Approximately 15 minutes after the onset of the medical emergency, Sheriff's Department staff stopped the bus at a secure location and rendered emergency aid. Paramedics arrived approximately 15 minutes later, took over resuscitative efforts, and transported the person to Providence Holy Cross Medical Center, where they died five days later. Preliminary manner of death: Accident (overdose). The DME website does not currently reflect the manner of death and the cause of death is deferred.

On September 9, 2023, custody personnel at Norwalk Station Jail conducting a Title 15 Safety Check found a person unresponsive. Sheriff's Department staff rendered emergency aid. Paramedics arrived, took over resuscitative efforts, and transported the person to Norwalk Community Hospital, where they died. Preliminary manner of death: Accident (overdose). The DME website currently reflects the manner of death as accidental and cause of death as methamphetamine effects.

On September 22, 2023, custody personnel conducting Title 15 Safety Checks at TTCF found a person hanging in their cell. Sheriff's Department staff, CHS, and paramedics rendered emergency aid, and the person was transported to Los Angeles General Medical Center and ultimately died on September 29, 2023. Areas for further investigation include the quality and timeliness of Title 15 Safety Checks. Preliminary manner of death: Suicide. The DME website currently reflects the manner of death as suicide and cause of death as anoxic brain injury.

The Office of Inspector General also received additional information regarding the death of a person held in MCJ in custody on June 28, 2023, previously reported in the report, [*Reform and Oversight Efforts: Los Angeles County Sheriff's Department, April to June 2023*](#).¹⁰ Over the approximately four months that the Sheriff's Department held the person in custody, the person lost about 100 pounds. The person's family reported that they had repeatedly informed MCJ personnel and CHS staff about their concerns that the person was deteriorating and receiving inadequate care. The Sheriff's Department reports that documented complaints concerning the person's condition were not received until after the person died. Both Sheriff's Department and CHS staff did not detect the dramatic weight loss leading up to the person's death.

Office of Inspector General Site Visits

The Office of Inspector General regularly conducts site visits and inspections at Sheriff's Department custodial facilities. In the third quarter of 2023, Office of Inspector General personnel completed 94 site visits, totaling 269 monitoring hours, to Century Regional Detention Facility (CRDF), Inmate Reception Center (IRC), MCJ, Pitches Detention Center (PDC) North, PDC South, North County Correctional Facility (NCCF), and TTCF.¹¹

As part of the Office of Inspector General's jail monitoring, Office of Inspector General staff attended 179 Custody Services Division (CSD) executive and administrative meetings and met with division executives for 237 monitoring hours related to uses of force, in-custody deaths, COVID-19 policies and protocols, Prison Rape Elimination Act (PREA) audits, and general conditions of confinement.

Use of Body Scanners in Custody

The Sheriff's Department continues to operate X-ray body scanners at MCJ, CRDF, PDC North, PDC South, NCCF, and IRC. The Sheriff's Department policy for body scanners requires each facility using screeners to maintain a unit order describing when and where inmates shall be screened, the staffing requirements to do so safely, and the logistical considerations pertaining to their facility.¹² The policy also requires handling sergeants to document the discovery of contraband into the electronic Line Operations Tracking System (e-LOTS). Although, the body scanners continue to detect anomalies

¹⁰ The Office of Inspector General cannot report on many of the facts and circumstances surrounding deaths that occur near the end of a quarter, as reporting and publication deadlines precede the Department's presentation of preliminary investigation results at Administrative Death Reviews.

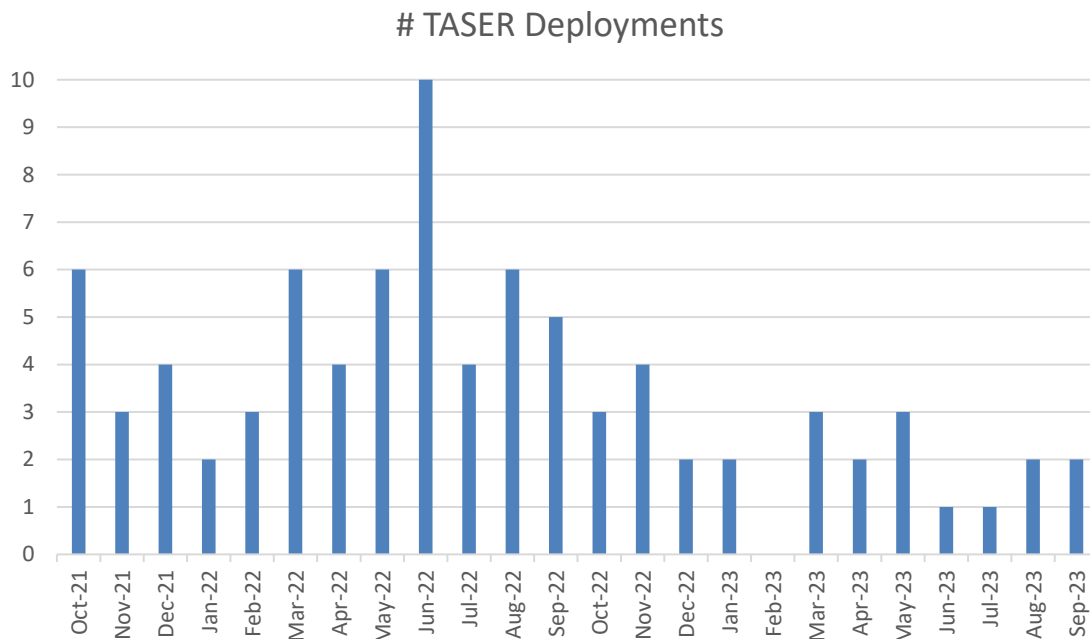
¹¹ These figures include site visits and meetings related to monitoring for compliance with the Prison Rape Elimination Act ("PREA").

¹² See Los Angeles County Sheriff's Department, Custody Division Manual, section 5-08/020.00, [Custody Safety Screening Program \(B-SCAN\)](#).

that may be contraband, the Sheriff's Department reports that facility staff do not consistently complete documentation for contraband detected by body scanners. Custody Support Services Bureau reports that a division wide email has been sent to all facilities outlining the policy and correct procedures for tracking detected contraband in e-LOTS. However, there continue to be discrepancies in the data reported. The Office of Inspector General recommends that The Sheriff's Department confirm data accuracy by reviewing the entries into the e-LOTS system.

Taser Use in Custody

According to the *Monthly Force Synopsis* that the Sheriff's Department produces and provides to the Office of Inspector General each month, the following chart reflects the number of use-of-force incidents in custodial settings in which deputies employed a Taser, over the past two years:



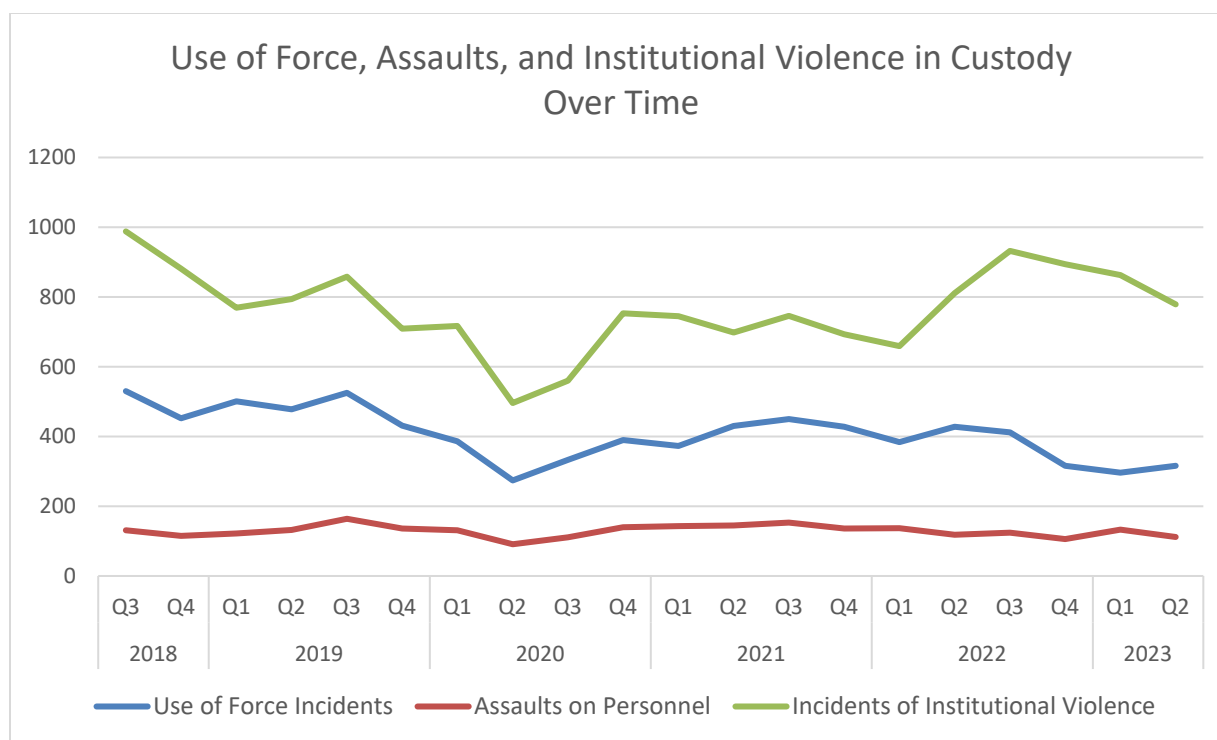
Use-of-Force Incidents in Custody

The Office of Inspector General monitors the Sheriff's Department's use-of-force incidents, institutional violence, and assaults on Sheriff's Department or CHS personnel by people in custody.¹³ The Sheriff's Department reports the following numbers for the uses of force and assaultive conduct for people in its custody.¹⁴

		Use of Force Incidents	Assaults on Personnel	Incidents of Institutional Violence
2018	3 rd Quarter	530	131	988
	4 th Quarter	452	115	881
2019	1 st Quarter	501	122	769
	2 nd Quarter	478	132	794
	3 rd Quarter	525	164	858
	4 th Quarter	431	136	709
2020	1 st Quarter	386	131	717
	2 nd Quarter	274	91	496
	3 rd Quarter	333	111	560
	4 th Quarter	390	140	753
2021	1 st Quarter	373	143	745
	2 nd Quarter	430	145	698
	3 rd Quarter	450	153	746
	4 th Quarter	428	136	693
2022	1 st Quarter	384	137	659
	2 nd Quarter	428	118	811
	3 rd Quarter	412	124	932
	4 th Quarter	316	106	894
2023	1 st Quarter	296	133	863
	2 nd Quarter	316	112	779

¹³ Institutional violence is defined as assaultive conduct by a person in custody upon another person in custody.

¹⁴ The reports go through the second quarter of 2023 because the Sheriff's Department has not yet verified the accuracy of reports for the third quarter of 2023. The Sheriff's Department recently provided information to the Office of Inspector General regarding some discrepancies in the reported data based upon its internal reporting systems. The Office of Inspector General will work with the Sheriff's Department to understand the reasons for the discrepancies and to ensure accurate reporting.



HANDLING OF GRIEVANCES AND COMMENTS

Office of Inspector General Handling of Comments Regarding Department Operations and Jails

The Office of Inspector General received 190 new complaints in the third quarter of 2023 from members of the public, people in custody, family members and friends of people in custody, community organizations and County agencies. Each complaint was reviewed by Office of Inspector General staff.

Of these grievances, 165 were related to conditions of confinement within the Department’s custody facilities, as shown in the chart below:

Grievances/Incident Classification	Totals
Medical	77
General Services	19
Personnel Issues	14
Food	8
Mental	4
Living Condition	3
Classification	4

Clothing/Bedding	4
Property	2
Mail	6
Education	4
Visiting	3
Commissary	2
Showers	1
Other	14
Total	165

Twenty-five complaints were related to civilian contacts with Department personnel by persons who were not in custody, as shown in the chart below:

Complaint/Incident Classification	Totals
Personnel	
Force	5
Neglect of Duty	5
Improper Search, Detention, Arrest	4
Discourtesy	3
Improper Tactics	2
Dishonesty	2
Off Duty Conduct	1
Service	
Policy Procedures	2
Traffic Citation	1
Total	25

Handling of Grievances Filed by People in Custody

The Sheriff's Department has not fully implemented the use of computer tablets in its jail facilities to capture information related to requests, and eventually grievances, filed by people in custody. The number of functional iPads remains the same as last quarter. There are 165 iPads installed in jail facilities: 31 at CRDF, 49 at MCJ, and 85 at TTCF. Fewer than 25% of the iPads (41) presently function, all of which are at CRDF (6) and TTCF (35). The Sheriff's Department reports that it has 288 iPads awaiting installation, but staffing and training issues continue to delay installation.

The Sheriff's Department cannot fully implement the use of tablets to provide information or eventually capture complaints and grievances in the jails if more than 75% of them do not function. In addition to repairing or replacing nonfunctional tablets, the Sheriff's Department should work to determine why tablets have been breaking and implement a system to ensure sufficient tablets remain operational.

As [previously reported](#), the Sheriff's Department implemented a policy in December 2017 restricting the filing of duplicate and excessive grievances by people in custody.¹⁵ The Sheriff's Department reports that between July 1, 2023, and September 30, 2023, one person in custody was placed on restrictive filing. Because the Sheriff's Department transitioned grievance tracking software from the Custody Automated Reported and Tracking System (CARTS) to the Custody Inmate Grievance Application (CIGA) within the quarter, Department staff could not provide data detailing the number of grievances that it rejected under this policy.

The Office of Inspector General continues to raise concerns about the quality of grievance investigations and responses, which likely increases duplication and may prevent individuals from receiving adequate care while in Sheriff's Department custody.

Sheriff's Department's Service Comment Reports

Under its policies, the Sheriff's Department accepts and reviews comments from members of the public about departmental service or employee performance.¹⁶ The Sheriff's Department categorizes these comments into three categories:

¹⁵ See [Los Angeles County Sheriff's Department, Custody Division Manual, section 8-04/050.00, Duplicate or Excessive Filings of Grievances and Appeals, and Restrictions of Filing Privileges.](#)

¹⁶ See [Los Angeles County Sheriff's Department, Manual of Policy and Procedures, 3-04/010.00, "Department Service Reviews."](#)

- External Commendation: an external communication of appreciation for and/or approval of service provided by the Sheriff's Department members;
- Service Complaint: an external communication of dissatisfaction with the Sheriff's Department service, procedure or practice, not involving employee misconduct; and
- Personnel Complaint: an external allegation of misconduct, either a violation of law or Sheriff's Department policy, against any member of the Sheriff's Department.¹⁷

The following chart lists the number and types of comments reported for each station or unit.¹⁸

INVESTIGATING BUREAU/STATION/FACILITY	COMMENDATIONS	PERSONNEL COMPLAINTS	SERVICE COMPLAINTS
ADM : NORTH PATROL ADM HQ	1	0	0
AER : AERO BUREAU	2	0	1
ALD : ALTADENA STN	4	2	2
AVA : AVALON STN	1	1	0
CEN : CENTURY STN	2	7	1
INVESTIGATING BUREAU/STATION/FACILITY	COMMENDATIONS	PERSONNEL COMPLAINTS	SERVICE COMPLAINTS
CER : CERRITOS STN	3	0	0
CMB : CIVIL MANAGEMENT BUREAU	8	7	1
COM : COMPTON STN	0	5	1
CRD : CENTURY REG DETEN FAC	0	1	0
CRV : CRESCENTA VALLEY STN	5	3	1
CSB : COUNTY SERVICES BUREAU	2	4	1
CSN : CARSON STN	12	6	1
CST : COURT SERVICES TRANSPORTATION	0	2	0
ELA : EAST LA STN	3	5	0
EOB : EMERGENCY OPER BUREAU	0	1	0
EST : COURT SERVICES EAST	1	2	2

¹⁷ It is possible for an employee to get a Service Complaint and Personnel Complaint based on the same incident.

¹⁸ The chart reflects data from the Sheriff's Department Performance Recording and Monitoring System current as of July 13, 2023.

FCC : FRAUD & CYBER CRIMES BUREAU	1	1	0
IND : INDUSTRY STN	10	10	1
IRC : INMATE RECEPTION CENTER	0	1	0
LCS : LANCASTER STN	9	36	4
LKD : LAKEWOOD STN	4	14	3
LMT : LOMITA STN	7	2	2
MAR : MARINA DEL REY STN	2	1	2
MCJ : MEN'S CENTRAL JAIL	1	1	0
MLH : MALIBU/LOST HILLS STN	11	12	3
MTL : METROLINK	0	1	0
NAR : NARCOTICS BUREAU	1	1	0
NCF : NORTH CO. CORRECTL FAC	0	1	0
NO : PITCHESS NORTH FACILITY	0	2	0
NWK : NORWALK REGIONAL STN	6	6	1
OSS : OPERATION SAFE STREETS BUREAU	0	1	1
PER : PERSONNEL ADMIN	0	1	0
PKB : PARKS BUREAU	1	1	1
PLM : PALMDALE STN	11	19	1
PRV : PICO RIVERA STN	2	1	0
RMB : RISK MANAGEMENT BUREAU	1	1	0
INVESTIGATING BUREAU/STATION/FACILITY	COMMENDATIONS	PERSONNEL COMPLAINTS	SERVICE COMPLAINTS
SCV : SANTA CLARITA VALLEY STN	14	5	2
SDM : SAN DIMAS STN	17	8	0
SIB : SHERIFF INFORMATION BUREAU	3	0	0
SLA : SOUTH LOS ANGELES STATION	2	11	1
SO : PITCHESS SOUTH FACILITY	0	1	0
SVB : SPECIAL VICTIMS BUREAU	1	3	0
TB : TRAINING BUREAU	1	1	0
TEM : TEMPLE CITY STN	10	2	0
TRP : TRAP	1	0	0
TSB : TRANSIT SERVICES BUREAU	2	2	1
TT : TWIN TOWERS	0	2	1

WAL : WALNUT/SAN DIMAS STN	3	8	3
WHD : WEST HOLLYWOOD STN	10	12	2
WST : COURT SERVICES WEST	1	5	0
Total :	176	219	40