



Board of Supervisors Public Safety Cluster Agenda Review Meeting

DATE: February 14, 2024

TIME: 9:30 a.m. – 11:00 a.m.

MEETING CHAIR: Steven Edwards, 3rd Supervisorial District

CEO MEETING FACILITATOR: Dardy Chen

This meeting will be held in a hybrid format which allows the public to participate virtually, or in-person, as permitted under the Board of Supervisors' August 8, 2023 order, which suspended the application of Board Policy 3.055 until March 31, 2024.

To participate in the meeting in-person, the meeting location is:

Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012
Room 374-A

To participate in the meeting virtually, please call teleconference number

1 (323) 776-6996 and enter the following 169948309# or [Click here to join the meeting](#)

Members of the Public may address the Public Safety Cluster on
any agenda item during General Public Comment.

The meeting chair will determine the amount of time allowed for each item.

**THIS TELECONFERENCE WILL BE MUTED FOR ALL CALLERS. PLEASE DIAL
*6 TO UNMUTE YOUR PHONE WHEN IT IS YOUR TIME TO SPEAK.**

1. CALL TO ORDER

2. 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 A MEMORANDUM OF UNDERSTANDING WITH THE CITY OF LOS ANGELES TO ACCEPT FUNDS FROM THE UNITED STATES DEPARTMENT OF JUSTICE, BUREAU OF JUSTICE ASSISTANCE, FOR THE 2021 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT AND APPROVE THE PROGRAM BUDGET FOR THE COUNTY OF LOS ANGELES

Speaker(s): Michael Xie (CEO)

- B.** Board Letter:
AUTHORIZE THE SHERIFF'S DEPARTMENT TO REINSTATE A RETIRED COUNTY EMPLOYEE AS A 120-DAY TEMPORARY EMPLOYEE
Speaker(s): Sherif Morsi (Sheriff's)
- C.** Board Letter:
REQUEST AUTHORIZATION TO ENTER INTO A CONTRACT WITH THE CALIFORNIA DEPARTMENT OF PUBLIC HEALTH INJURY AND VIOLENCE PREVENTION BRANCH (CDPH/IVPB) TO ACCEPT FUNDS AWARDED TO ESTABLISH A SEXUAL ORIENTATION AND GENDER IDENTITY (SOGI) DATA COLLECTION PILOT PROGRAM TO TRAIN INVESTIGATORS AND SUPPORT STAFF TO IDENTIFY, COLLECT AND REPORT SOGI DATA TO THE CALIFORNIA VIOLENT DEATH REPORTING SYSTEM (CalVDRS)
Speaker(s): Akiko Tagawa (Medical Examiner)

3. PRESENTATION/DISCUSSION ITEM(S):

- A.** Board Letter:
NINE YEAR LEASE - PROBATION DEPARTMENT – 4710 SOUTH EASTERN AVENUE, BELL
Speaker(s): Alexandra Nguyen-Rivera (CEO)
- B.** Board Letter:
AUTHORIZATION TO ENTER INTO AGREEMENT WITH THE LOS ANGELES POLICE DEPARTMENT TO JOIN THE INTERNET CRIMES AGAINST CHILDREN TASK FORCE
Speaker(s): Robert Smythe and Howard Wong (Probation)
- C.** Board Letter:
APPROVAL TO UTILIZE THE COUNTY'S INFORMATION TECHNOLOGY INFRASTRUCTURE FUND FOR THE IMPLEMENTATION OF A VICTIM CLAIMS MOBILE SERVICES PROJECT AND APPROVE APPROPRIATION ADJUSTMENT FOR FISCAL YEAR 2023-24
Speaker(s): Brian Cosgrove (District Attorney)
- D.** Board Briefing:
PUBLIC SAFETY REALIGNMENT IMPLEMENTATION (AB 109) FEBRUARY 2024 UPDATE
Speaker(s): Howard Wong (Probation) and Mark Delgado (CCJCC)
- E.** Board Briefing:
PROBATION OVERSIGHT COMMISSION (POC) AND OFFICE OF INSPECTOR GENERAL (OIG) PROBATION MONTHLY BRIEFING
Speaker(s): Wendelyn Julien (POC) and Eric Bates (OIG)

4. GENERAL PUBLIC COMMENT

5. ADJOURNMENT

6. UPCOMING ITEM(S) FOR FEBRUARY 21, 2024:

- A.** Board Briefing:
CIVILIAN OVERSIGHT COMMISSION (COC) MONTHLY BRIEFING
Speaker(s): Sharmaine Moseley (COC)
- B.** Board Briefing:
OFFICE OF INSPECTOR GENERAL (OIG) MONTHLY STATUS AND CUSTODY
BRIEFING
Speaker(s): Max Huntsman (OIG)



Chief Executive Office.

COUNTY OF LOS ANGELES

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

CHIEF EXECUTIVE OFFICER

Fesia A. Davenport

February 27, 2024

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

Dear Supervisors:

**AUTHORIZE A MEMORANDUM OF UNDERSTANDING WITH THE CITY OF
LOS ANGELES TO ACCEPT FUNDS FROM THE UNITED STATES DEPARTMENT
OF JUSTICE, BUREAU OF JUSTICE ASSISTANCE, FOR THE 2021 EDWARD
BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT AND APPROVE THE
PROGRAM BUDGET FOR THE COUNTY OF LOS ANGELES
(ALL DISTRICTS AFFECTED) (3-VOTES)**

SUBJECT

Authorize the Chief Executive Office (CEO) to execute a Memorandum of Understanding (MOU) with the City of Los Angeles (City) to accept funds for the 2021 Edward Byrne Memorial Justice Assistance Grant (JAG), and to approve the attached program budget in the amount of \$1,211,776 for the County of Los Angeles (County).

IT IS RECOMMENDED THAT THE BOARD:

1. Authorize the CEO to execute the attached MOU with the City to jointly accept funds from the United States Department of Justice (DOJ) Bureau of Justice Assistance (BJA) for the 2021 Edward Byrne Memorial JAG Program in the total amount of \$2,692,835, whereby the County will receive \$1,211,776, which is half of the total grant amount less a 10 percent reduction of \$134,642, to cover the City's administrative costs, as outlined in the MOU.



2. Authorize the Chief Executive Officer, or her designee, to execute, on behalf of the County, any contracts, and actions necessary to amend, create, or extend any programs funded by this grant in order to achieve the goals of the JAG Program.
3. Approve the 2021 JAG Program budget in the amount of \$1,211,776 in order to continue funding various crime prevention, courtroom diversion, and community support programs across the County.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The City and County have agreed to allocate \$1,211,776 to the County for the 2021 JAG cycle. This amount reflects 50 percent of the total grant amount of \$2,692,835 (\$1,346,418) less 10 percent (\$134,642) for administrative costs incurred by the City. The City, as the applicant for the 2021 JAG funds, has agreed to serve as the fiscal agent for the 2021 JAG funds allocated to the City and County, and to provide the County with the amount of JAG funds approved by BJA for use. These administrative costs are intended by BJA to compensate the City for its role as applicant and fiscal agent.

These recommended actions will authorize the CEO to enter into an MOU with the City for the joint acceptance and administration of the 2021 JAG grant funds, and to establish the program budgets (Enclosure I). The attached budget proposal and program narratives detail those County agencies and community-based organizations that have been selected to receive funding for programs in the areas of crime prevention, alternative sentencing, community outreach, and rehabilitative support (Enclosure II). These budget allocations were developed in coordination with the five supervisorial districts and the participating agencies.

The MOU between the City and County (Enclosure III) is a requirement under DOJ JAG guidelines, and its purpose is to set forth the County and City's assurances and obligations to each other regarding the use of the JAG funds, as well as each party's compliance with applicable laws and reporting requirements.

Implementation of Strategic Plan Goals

The recommended actions support Countywide Strategic Plan Strategy I.3: Reform Service Delivery Within Our Justice Systems, by providing rehabilitative services to those involved with the County's justice systems to reduce the risk of recidivism and support successful re-entry into our communities.

FISCAL IMPACT/FINANCING

The 2021 JAG subaward period of performance, including all available extensions, is from October 1, 2020, to September 30, 2025, thereby funding programs throughout the County Fiscal Years 2020-21, 2021-22, 2022-23, 2023-24, 2024-25, and the first three months of 2025-26. The grant does not require a net County cost match.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The JAG Program is the leading source of federal justice funding to State and local jurisdictions. The grant program provides states, tribes, and local governments with critical funding necessary to support a range of programming in areas including law enforcement, prosecution, indigent defense, courts, crime prevention and education, community corrections, drug treatment and enforcement, technology improvement, crime victim and witness initiatives, mental health programs, and related law enforcement and corrections programs, including behavioral programs and crisis intervention teams.

The JAG Program was established in 2005 by the 109th Congress to aid states, tribes, and local governments in creating programs that prevent and control crime within their localities. It was created through the merger of the Edward Byrne Memorial Grant Program and the Local Law Enforcement Block Grant Program. The 2021 JAG does not contain immigration-related special conditions.

All JAG-funded programs must submit yearly Performance Metrics reports and quarterly financial reports to the CEO for processing and subsequent reporting to the DOJ. Performance Metrics reports require detailed statistical information about each program as well as planned future activities. Financial reports include detailed itemized listings of expenditures.

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

IMPACT ON CURRENT SERVICES (OR PROJECTS)

There will be no impact on current services.

The Honorable Board of Supervisors
February 27, 2024
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CONCLUSION

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

Respectfully submitted,

Fesia A. Davenport
Chief Executive Officer

FAD:JMN:MM:SW
RP:MX:cc

Enclosures (3)

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

**2021 JUSTICE ASSISTANCE GRANT
COUNTY BUDGET SUMMARY**

Program	Department	Amount
LAW ENFORCEMENT PROGRAMS		
Sheriff - Patrol Services Overtime (District 5)	District 5	\$45,815
PROSECUTION AND COURT PROGRAMS		
Alternate Public Defender - Alternative Sentencing Program (social worker services)	Countywide	\$165,292
Public Defender - Alternative Sentencing Program (paralegal services)	Countywide	\$381,981
Public Defender - Alternative Sentencing Program (paralegal services)	District 3	\$125,630
PREVENTION AND EDUCATION PROGRAMS		
God's Pantry (contractor)	District 1	\$125,630
Department of Public Health – Trauma Prevention Initiative	District 2	\$125,630
Toberman Neighborhood Center (contractor)	District 4	\$62,815
Boys and Girls Club of the Los Angeles Harbor (contractor)	District 4	\$62,815
Sheriff - School Resource Deputy (District 5)	District 5	\$28,257
Sheriff - Youth Activities League (District 5)	District 5	\$51,558
PLANNING, EVALUATION, AND TECHNOLOGY		
Sheriff - 3% National Incident-Based Reporting System (NIBRS)	Countywide	\$36,353
JAG 2021 PROGRAM TOTAL		\$1,211,776

LAW ENFORCEMENT PROGRAMS
BUDGET REQUEST

Program: Sheriff - Patrol Services Overtime (District 5)

<u>Allocation Category</u>	<u>Allocated Amount</u>
Personnel	
Hiring:	\$0
Other: Overtime	\$45,815
Personnel Subtotal	\$45,815
Travel	\$0
Equipment/Technology	\$0
Supplies	\$0
Contractual	\$0
Other	\$0
Grand Total	\$45,815

PROSECUTION AND COURT PROGRAMS
BUDGET REQUEST

Program: Alternate Public Defender - Alternative Sentencing Program (Social Worker Services)

<u>Allocation Category</u>	<u>Allocated Amount</u>
Personnel	
Hiring:	\$0
Other: Psychiatric Social Worker	\$165,292
Personnel Subtotal	\$165,292
Travel	\$0
Equipment/Technology	\$0
Supplies	\$0
Contractual	\$0
Other	
Grand Total	\$165,292

PROSECUTION AND COURT PROGRAMS
BUDGET REQUEST

Program: Public Defender - Alternative Sentencing Program (Paralegal Services)

<u>Allocation Category</u>	<u>Allocated Amount</u>
Personnel	
Hiring:	\$0
Other: Attorneys, Paralegals	\$507,611
Personnel Subtotal	\$507,611
Travel	\$0
Equipment/Technology	\$0
Supplies	\$0
Contractual	\$0
Other	
Grand Total	\$507,611

PREVENTION AND EDUCATION PROGRAMS
BUDGET REQUEST

Program: God's Pantry

<u>Allocation Category</u>	<u>Allocated Amount</u>
Personnel	
Hiring:	\$0
Other: Staff	\$0
Personnel Subtotal	\$0
Travel	\$0
Equipment/Technology	\$0
Services and Supplies	\$0
Contractual	\$125,630
Other	\$0
Grand Total	\$125,630

PREVENTION AND EDUCATION PROGRAMS
BUDGET REQUEST

Program: Department of Public Health – Trauma Prevention Initiative

<u>Allocation Category</u>	<u>Allocated Amount</u>
Personnel	
Hiring:	\$0
Other: Staff	\$0
Personnel Subtotal	\$0
Travel	\$0
Equipment/Technology	\$0
Services and Supplies	\$0
Contractual	\$125,630
Other	\$0
Grand Total	\$125,630

PREVENTION AND EDUCATION PROGRAMS
BUDGET REQUEST

Program: Toberman Neighborhood Center

<u>Allocation Category</u>	<u>Allocated Amount</u>
Personnel	
Hiring:	\$0
Other: Staff	\$0
Personnel Subtotal	\$0
Travel	\$0
Equipment/Technology	\$0
Services and Supplies	\$0
Contractual	\$62,815
Other	\$0
Grand Total	\$62,815

PREVENTION AND EDUCATION PROGRAMS
BUDGET REQUEST

Program: Boys and Girls Club of the Los Angeles Harbor

<u>Allocation Category</u>	<u>Allocated Amount</u>
Personnel	
Hiring:	\$0
Other: Staff	\$0
Personnel Subtotal	\$0
Travel	\$0
Equipment/Technology	\$0
Services and Supplies	\$0
Contractual	\$62,815
Other	\$0
Grand Total	\$62,815

PREVENTION AND EDUCATION PROGRAMS
BUDGET REQUEST

Program: Sheriff - School Resource Deputy (District 5)

<u>Allocation Category</u>	<u>Allocated Amount</u>
Personnel	
Hiring:	\$0
Other: Sworn Officers	\$28,257
Personnel Subtotal	\$28,257
Travel	\$0
Equipment/Technology	\$0
Supplies	\$0
Contractual	\$0
Other	\$0
Grand Total	\$28,257

PREVENTION AND EDUCATION PROGRAMS
BUDGET REQUEST

Program: Sheriff - Youth Activities League (District 5)

<u>Allocation Category</u>	<u>Allocated Amount</u>
Personnel	
Hiring:	\$0
Other: Sworn Officers	\$51,558
Personnel Subtotal	\$51,558
Travel	\$0
Equipment/Technology	\$0
Supplies	\$0
Contractual	\$0
Other	\$0
Grand Total	\$51,558

PLANNING, EVALUATION AND TECHNOLOGY
BUDGET REQUEST

Program: Sheriff - National Incident-Based Reporting System (3% set-aside)

<u>Allocation Category</u>	<u>Allocated Amount</u>
Personnel	
Hiring:	\$0
Other: Sworn Officers	\$0
Personnel Subtotal	\$0
Travel	\$0
Equipment/Technology	\$36,353
Supplies	\$0
Contractual	\$0
Other	\$0
Grand Total	\$36,353

**2021 Justice Assistance Grant Budget Narrative
County of Los Angeles
Crime Reduction and Public Safety Improvement Initiative**

The County of Los Angeles has participated in the Bureau of Justice Assistance (BJA) funded specialized crime reduction and public safety improvement programs since 1996, through the former Local Law Enforcement Block Grant (LLEBG) program. The County plans to continue a similar path under the Edward Byrne Memorial Justice Assistance Grant (JAG) by supporting similar strategies previously funded under the LLEBG program.

Goals and Objectives:

The overall goal of the Justice Assistance Grant programs is to reduce crime and improve public safety by providing services that address justice-involvement risk factors within our communities. The County has been working cooperatively with local law enforcement, public defender agencies, and various community-based organizations to increase diversion and prevention opportunities available to individuals at risk of justice system involvement.

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

The County program will continue to support law enforcement presence at large, high profile community events; heighten and promote public safety around school campuses; and enhance the adjudication process of cases involving persons charged with crimes by using in-house experts specializing in alternative sentencing dispositions. The County will also continue a Trauma Preventive Initiative to reduce trauma visits and deaths resulting from violence. Additionally, the County will be enhancing its programming by adding contractors, upon approval from the Department of Justice, to assist with crime prevention and the education of youth.

Law Enforcement Programs:

Sheriff - Patrol Services Overtime

Funding will be provided to enhance unincorporated patrol services in Supervisorial District 5 Sheriff area stations including: Altadena, Santa Clarita, Palmdale, Lancaster, Crescenta Valley, and Temple. This funding may be used to increase law enforcement presence at large, high profile community events and activities within the district with large participant turnout.

Prosecution and Court Programs

Public Defender - Alternative Sentencing Program/Paralegal Services

The Public Defender Alternative Sentencing Program enhances the adjudication process of cases involving persons convicted of an offense by utilizing paralegals to assist attorneys in preparing alternative sentencing reports in capital cases where there are significant mitigating factors to support alternative sentencing. This program presents the Court with a range of sentencing options which offer rehabilitation and accountability, frequently at less cost than jail or prison, thereby reducing unnecessary incarceration use while providing a potential for a positive impact.

Alternate Public Defender - Alternative Sentencing Program/Social Worker Services

The Alternate Public Defender Alternative Sentencing Program enhances the adjudication process of cases involving clients who are mentally ill by providing in-house psychiatric social workers that are knowledgeable in mental health and substance use, who can make an assessment as to what programs, if any, would be best suitable.

Prevention and Education Programs:

Department of Public Health - Trauma Prevention Initiative

The Department of Public Health (DPH) will enhance existing work with community-based organizations (CBOs) to decrease the number of visits to trauma centers for violence-related injuries, increase access to health and social services for those at risk for violence, and increase client capacity of peer specialists.

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

Sheriff - School Resource Deputy – Crescenta Valley Station

This program provides various prevention services targeting at-risk youth on a countywide basis. Funds are made available to support eligible programs of community interest and benefit aimed at reducing crime and improving public safety. Los Angeles County assigns staff from law enforcement departments and/or contracts with community-based organizations to provide various prevention services targeting youth at risk for gang membership.

Sheriff - Youth Activities League

The Youth Activities League (YAL) provides supervised recreational and educational activities and reaches economically and socially disadvantaged children from the age of

8 to 18. The YAL strengthens the relationship between Sheriff staff and volunteers as they work together for the benefit of at-risk youth.

* God's Pantry (Contractor) - Mentorship and Opportunities that Support Successful Reentry

God's Pantry is a non-profit that runs a food pantry that feeds over 10,000 families every month. The pantry is operated by former gang members, at-risk foster youth and justice-involved individuals. At God's Pantry, they find a positive environment with the resources to thrive. By serving the common good of the community, they find their purpose and restoration of their personhood as contributing members of society and their families. God's Pantry focuses on five key guiding objectives: 1) Reduction of Recidivism (helping those who are gang affiliated, violent-crime victims, formerly incarcerated, and foster and at-risk youth); 2) Removal of Barriers (legal record expungement, access to healthcare, basic education, citizenship status, substance abuse, etc.); 3) Increase Healthy Relationships and Coping Skills (empowering individuals with the tools to take ownership of their lives and work towards positive outcomes); 4) Improve Housing Stability (providing a housing program that helps young adults have a place to live while they work on bettering themselves, and helping them find permanent housing); and 5) Improve Vocational Readiness (by offering job training and employment opportunities).

* Toberman Neighborhood Center (Contractor) - Gang Reduction and Community Engagement Project

The Gang Reduction and Community Engagement (GRACE) Project is a collaborative effort between Toberman Neighborhood Center and the Los Angeles County Commission on Human Relations to bring intervention efforts to the Harbor Gateway community. GRACE works to reduce inter-ethnic tensions that lead to violence; reduce gang violence and prevent retaliation; expand older teen and young adult resources at local parks and community service agencies; increase public safety; expand prevention and positive youth development resources, and coordinate related County services.

* Boys and Girls Club of the Los Angeles Harbor (Contractor) – College and Career Bound Project

The College Bound program provides daily and year-round college pathway support to the most vulnerable and least college-represented youth from the Greater Los Angeles Area. Higher education is a true pathway to ending the cycle of poverty faced by many young adults in the communities of San Pedro, Wilmington and Harbor City/Harbor Gateway. College Bound participants receive the same mentoring, college coaching, academic support and numerous resources too often only experienced by their more affluent peers. The program has historically graduated approximately 98% of its senior high school participants on time, and over 2,000 participants have gone onto college. Career Bound participants receive similar mentorship while developing soft skills to make them workforce ready.

Federal Grant Required Set-aside:

Special Condition 7 of the federal grant award requires at least 3 percent of total funds received to be set aside for reporting activities related to the National Incident-Based Reporting System (NIBRS). The NIBRS, created by the FBI, enhances crime data collected by law enforcement. It captures in-depth details (e.g., crime, location, time of day, victims, known offenders, arrestees, property, and/or resolution) of each crime incident, including separate offenses within the same incident. This improves data quality, helping law enforcement and communities use resources more effectively. NIBRS replaces the older Uniform Crime Reporting (UCR) Program, which collected data only in summary. The 3 percent requirement aims to help states and local jurisdictions partially offset the costs of developing and implementing NIBRS-compliant records systems.

***Approval of contract is pending approval from Grantor which is Department of Justice (DOJ). DOJ approval is required prior to the County executing Agreement with Contractor.**

MEMORANDUM OF UNDERSTANDING BETWEEN
THE COUNTY OF LOS ANGELES AND THE CITY OF LOS ANGELES FOR THE
FISCAL YEAR 2021 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE
GRANT PROGRAM AWARD

This Memorandum of Understanding (“MOU”) is made by and between the County of Los Angeles (“County”), a subdivision of the State of California, acting by and through its governing body, the Los Angeles County Board of Supervisors, and the City of Los Angeles (“City”), acting by and through the Office of the Mayor, as authorized by the City’s governing body, the Los Angeles City Council.

WITNESSETH

WHEREAS, the United States Department of Justice, Office of Justice Programs’ Bureau of Justice Assistance (“BJA”) administers the U.S. Department of Justice, Fiscal Year 2021 Edward Byrne Memorial Justice Assistance Grant (“FY 21 JAG”) Program; and

WHEREAS, on October 12, 2021, the BJA awarded FY 21 JAG funds to the City, Award Number 15PBJA-21-GG-01232-JAGX, having a grant performance period of October 1, 2020 through September 30, 2024, and the City agreed to allocate an amount to the County; and

WHEREAS, the BJA requires this MOU to be executed between the County and City prior to disbursing the FY 21 JAG funds; and

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

WHEREAS, this MOU is authorized by the Los Angeles City Council and the Mayor of Los Angeles (Council File #22-1106, 10/10/23); and

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

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

WHEREAS, the City agrees to serve as the applicant/fiscal agent for the FY 21 JAG funds allocated to the City and County and to provide the County with the amount of JAG funds approved by the BJA for use as approved by the BJA under the FY 21 JAG program.

NOW THEREFORE, the COUNTY and CITY agree as follows:

Section 1.

The term of this MOU shall commence on October 1, 2020 and end on September 30, 2024. Said term is subject to the provisions herein.

Section 2.

Upon the disbursement by the BJA to the City of all FY 21 JAG funds allocated to the City and County, the City agrees to disburse on a reimbursement basis to the County that amount allocated by the BJA to the County (the "Disbursement Amount"). The Disbursement Amount is the amount of FY 21 JAG funds allocated to the County by the BJA less ten (10) percent of such allocated amount to be retained by the City as compensation to the City for its role as applicant/fiscal agent of such FY 21 JAG funds. The County agrees to use the FY 21 JAG funds allocated to it for those projects approved by the BJA under the FY 21 JAG program as set forth in the application for the FY 21 JAG funds submitted by the City to the BJA. Prior to disbursement of the Disbursement Amount of FY 21 JAG funds to the County, the County agrees to enter into a contract with the City setting forth the County's and the City's assurances and obligations regarding the use of FY 21 JAG funds, which shall include compliance with all applicable laws and reporting requirements related to the FY 21 JAG program and the use of the FY 21 JAG funds (the "Contract"). Currently the Disbursement Amount is contemplated to be One Million Two Hundred Eleven Thousand Seven Hundred Seventy-Six Dollars (\$1,211,776.00).

Section 3.

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

Section 4.

Any expenditures made prior to the execution of this MOU shall be eligible for reimbursement by FY 21 JAG funds per the instruction of the grantor. Funding for all periods of this MOU is subject to the continuing availability of Federal funds for this program. The MOU may be terminated immediately upon written notice to the County of a loss or reduction of applicable Federal grant funds.

Section 5.

Upon execution of this MOU, the County shall provide performance reports on a quarterly and semi-annual basis demonstrating progress in achieving desired goals and outcomes in a form and manner as required under the FY 21 JAG program.

Section 6.

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

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

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

Section 7.

The parties to this MOU warrant that they will abide by all the Federal, State and other governmental rules and regulations that are applicable to the FY 21 JAG funds, not otherwise objected to or deemed inapplicable to the City of Los Angeles. The County shall be liable to the City, as fiscal agent, for any sums spent under the FY 21 JAG grant found to be ineligible by the State or Federal government. The County shall cooperate and assist the City in any audit, or administrative or judicial actions brought by the State or Federal government concerning the activities funded by this MOU.

Section 8.

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

Section 9.

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

This entire MOU consists of four pages and the following Attachment:

1. FY 21 JAG Award Letter

IN WITNESS WHEREOF, the governing bodies of the parties hereto have authorized the foregoing Memorandum of Understanding to be executed between the County of Los Angeles and the City of Los Angeles.

COUNTY OF LOS ANGELES
FESIA DAVENPORT,
CHIEF EXECUTIVE OFFICER

APPROVED AS TO FORM:
OFFICE OF THE COUNTY COUNSEL
DAWYN R. HARRISON,
COUNTY COUNSEL

By: _____
FESIA DAVENPORT,
Chief Executive Officer

By: Jason C Carnevale
Deputy County Counsel

Date: _____

Date: _____

Affix County Seal Here

CITY OF LOS ANGELES
KAREN BASS, MAYOR

Affix City Seal Here

By: _____
KAREN BASS, Mayor

Date: _____

APPROVED AS TO FORM:
CITY OF LOS ANGELES
HYDEE FELDSTEIN SOTO,
CITY ATTORNEY

ATTEST:
CITY OF LOS ANGELES
HOLLY WILCOTT,
CITY CLERK

By: _____
BARAK VAUGHN,
Deputy City Attorney

By: _____
Deputy City Clerk

Date: _____

Date: _____

Council File/CAO Number: 22-1106 Approval Date: 10/10/23
Said Agreement is Number _____ of City Contracts



Department of Justice (DOJ)

Office of Justice Programs

Bureau of Justice Assistance

Washington, D.C. 20531

Name and Address of Recipient:	LOS ANGELES, CITY OF 200 N SPRING ST RM 303		
City, State and Zip:	LOS ANGELES, CA 90012		
Recipient UEI:	DEP8HN43J238		
Project Title: City of Los Angeles: Community Law Enforcement and Recovery (CLEAR) Program.County of Los Angeles; Crime Reduction and Public Safety Improvement Initiative.	Award Number: 15PBJA-21-GG-01232-JAGX		
Solicitation Title: BJA FY 21 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Solicitation			
Federal Award Amount: \$2,692,835.00		Federal Award Date: 10/12/21	
Awarding Agency:	Office of Justice Programs Bureau of Justice Assistance		
Funding Instrument Type:	Grant		
Opportunity Category: O			
Assistance Listing: 16.738 -			
Project Period Start Date: 10/1/20		Project Period End Date: 9/30/24	
Budget Period Start Date: 10/1/20		Budget Period End Date: 9/30/24	
Project Description: The Edward Byrne Memorial Justice Assistance Grant (JAG) Program allows states and units of local government, including tribes, to support a broad range of activities to prevent and control crime based on their own state and local needs and conditions. Grant funds can be used for state and local initiatives, technical assistance, training, personnel, equipment, supplies, contractual support, and information systems for criminal justice, including for any one or more of the following program areas: 1) law enforcement programs; 2) prosecution and court programs; 3) prevention and education programs; 4) corrections and community corrections programs; 5) drug treatment and enforcement programs; 6) planning, evaluation, and technology improvement programs; and 7) crime victim and witness programs (other than compensation) and 8) mental health programs and related law enforcement and corrections programs, including behavioral programs and crisis intervention teams. This JAG award will be used to support criminal justice initiatives that fall under one or more of the allowable program areas above. Funded programs or initiatives may include multijurisdictional drug and gang task forces, crime prevention and domestic violence programs, courts, corrections, treatment, justice information sharing initiatives, or other programs aimed at reducing crime and/or enhancing public/officer safety.			

Award Letter

October 12, 2021

Dear GABRIELA JASSO,

On behalf of Attorney General Merrick B. Garland, it is my pleasure to inform you the Office of Justice Programs (OJP) has approved the application submitted by LOS ANGELES, CITY OF for an award under the funding opportunity entitled 2021 BJA FY 21 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Solicitation. The approved award amount is \$2,692,835.

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

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

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

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

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

Congratulations, and we look forward to working with you.

Maureen Henneberg

Deputy Assistant Attorney General

Office for Civil Rights Notice for All Recipients

The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) has been delegated the responsibility for ensuring that recipients of federal financial assistance from the OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW) are not engaged in discrimination prohibited by law. Several federal civil rights laws, such as Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973, require recipients of federal financial assistance to give assurances that they will comply with those laws. Taken together, these civil rights laws prohibit recipients of federal financial assistance from DOJ from discriminating in services and employment because of race, color, national origin, religion, disability, sex, and, for grants authorized under the Violence Against Women Act, sexual orientation and gender identity. Recipients are also prohibited from discriminating in services because of age. For a complete review of these civil rights laws and nondiscrimination requirements, in connection with DOJ awards, see <https://ojp.gov/funding/Explore/LegalOverview/CivilRightsRequirements.htm>.

Under the delegation of authority, the OCR investigates allegations of discrimination against recipients from individuals, entities, or groups. In addition, the OCR conducts limited compliance reviews and audits based on regulatory criteria. These reviews and audits permit the OCR to evaluate whether recipients of financial assistance from the Department

are providing services in a nondiscriminatory manner to their service population or have employment practices that meet equal-opportunity standards.

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

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

Memorandum Regarding NEPA

NEPA Letter Type

OJP - Ongoing NEPA Compliance Incorporated into Further Developmental Stages

NEPA Letter

The Edward Byrne Memorial Justice Assistance Grant Program (JAG) allows states and local governments to support a broad range of activities to prevent and control crime and to improve the criminal justice system, some of which could have environmental impacts. All recipients of JAG funding must assist BJA in complying with NEPA and other related federal environmental impact analyses requirements in the use of grant funds, whether the funds are used directly by the grantee or by a subgrantee or third party. Accordingly, prior to obligating funds for any of the specified activities, the grantee must first determine if any of the specified activities will be funded by the grant.

The specified activities requiring environmental analysis are:

- a. New construction;
- b. Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
- c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
- d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and
- e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

Complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. Further, for programs relating to methamphetamine laboratory operations, the preparation of a detailed Mitigation Plan will be required. For more information about Mitigation Plan requirements, please see <https://www.bja.gov/Funding/nepa.html>.

Please be sure to carefully review the grant conditions on your award document, as it may contain more specific information about environmental compliance.

NEPA Coordinator

First Name

Orbin

Middle Name

Last Name

Terry

Award Information

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

Recipient Information

Recipient Name

LOS ANGELES, CITY OF

UEI

DEP8HN43J238

Street 1

200 N SPRING ST RM 303

Street 2

City

LOS ANGELES

State/U.S. Territory

California

Zip/Postal Code

90012

Country

United States

County/Parish

Province

Award Details

Federal Award Date

10/12/21

Award Type

Initial

Award Number

15PBJA-21-GG-01232-JAGX

Supplement Number

00

Federal Award Amount

\$2,692,835.00

Funding Instrument Type

Grant

Assistance Listing Number	Assistance Listings Program Title
16.738	

Statutory Authority
Title I of Pub. L. No. 90-351 (generally codified at 34 U.S.C. 10151-10726), including subpart 1 of part E (codified at 34 U.S.C. 10151-10158); see also 28 U.S.C. 530C(a).

[X]
I have read and understand the information presented in this section of the Federal Award Instrument.

Project Information

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

Solicitation Title

Awarding Agency

2021 BJA FY 21 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Solicitation

OJP

Program Office
BJA

Application Number

GRANT13428455

Grant Manager Name

Elaine Smokes

Phone Number

[202-598-7580](tel:202-598-7580)

E-mail Address

Elaine.Smokes@usdoj.gov

Project Title

City of Los Angeles: Community Law Enforcement and Recovery (CLEAR) Program. County of Los Angeles; Crime Reduction and Public Safety Improvement Initiative.

Performance Period Start

Date

10/01/2020

Performance Period End Date

09/30/2024

Budget Period Start Date

10/01/2020

Budget Period End Date

09/30/2024

Project Description

The Edward Byrne Memorial Justice Assistance Grant (JAG) Program allows states and units of local government, including tribes, to support a broad range of activities to prevent and control crime based on their own state and local needs and conditions. Grant funds can be used for state and local initiatives, technical assistance, training, personnel, equipment, supplies, contractual support, and information systems for criminal justice, including for any one or more of the following program areas: 1) law enforcement programs; 2) prosecution and court programs; 3) prevention and education programs; 4) corrections and community corrections programs; 5) drug treatment and enforcement programs; 6) planning, evaluation, and technology improvement programs; and 7) crime victim and witness programs (other than compensation) and 8) mental health programs and related law enforcement and corrections programs, including behavioral programs and crisis intervention teams.

This JAG award will be used to support criminal justice initiatives that fall under one or more of the allowable program areas above. Funded programs or initiatives may include multijurisdictional drug and gang task forces, crime prevention and domestic violence programs, courts, corrections, treatment, justice information sharing initiatives, or other programs aimed at reducing crime and/or enhancing public/officer safety.

[X]

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

Financial Information

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

[X]

Award Conditions

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

1

Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2021 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2021 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2021 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.333.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

2

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

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) -- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "Personally Identifiable Information (PII)" (2 CFR 200.1) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

3

Required training for Grant Award Administrator and Financial Manager

The Grant Award Administrator and all Financial Managers for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after January 1, 2019, will satisfy this condition.

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

such a training on or after January 1, 2019, will satisfy this condition.

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

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

4

Safe policing and law enforcement subrecipients

If this award is a discretionary award, the recipient agrees that it will not make any subawards to State, local, college, or university law enforcement agencies unless such agencies have been certified by an approved independent credentialing body or have started the certification process. To become certified, law enforcement agencies must meet two mandatory conditions: (1) the agency's use of force policies adhere to all applicable federal, state, and local laws; and (2) the agency's use of force policies prohibit chokeholds except in situations where use of deadly force is allowed by law. For detailed information on this certification requirement, see <https://cops.usdoj.gov/SafePolicingEO>.

5

Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

6

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

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

Limited Exceptions. In certain special circumstances, the U.S. Department of Justice ("DOJ") may determine that it will not enforce, or enforce only in part, one or more requirements otherwise applicable to the award. Any such exceptions regarding enforcement, including any such exceptions made during the period of performance, are (or will be during the period of performance) set out through the Office of Justice Programs ("OJP") webpage entitled "Legal Notices: Special circumstances as to particular award conditions" (ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm), and incorporated by reference into the award.

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

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

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

claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

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

7

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

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38 (as may be applicable from time to time), specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Currently, among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38, currently, also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of 28 C.F.R. Part 38 is available via the Electronic Code of Federal Regulations (currently accessible at <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.

8

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

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

9

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

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

10

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

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

11

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

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

12

Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

13

Requirements related to "de minimis" indirect cost rate

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

14

Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ)(or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by the recipient, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at <https://ojp.gov/funding/Explore/Interact-Minors.htm> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

15

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

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

16

Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website

(currently, the "DOJ Grants Financial Guide" available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

17

Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

18

Compliance with general appropriations-law restrictions on the use of federal funds (FY 2021)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2021, are set out at <https://ojp.gov/funding/Explore/FY21AppropriationsRestrictions.htm>, and are incorporated by reference here.

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

19

Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

20

Employment eligibility verification for hiring under the award

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

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

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

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

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

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

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

2. Monitoring

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

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. Staff involved in the hiring process

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

B. Employment eligibility confirmation with E-Verify

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

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

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

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

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov/>) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at E-VerifyEmployerAgent@dhs.gov.

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

21

Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

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

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

22

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

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

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

23

OJP Training Guiding Principles

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

24

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

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: All subawards ("subgrants") must have specific federal

authorization), and are incorporated by reference here.

25

Requirements related to System for Award Management and Universal Identifier Requirements

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov/>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

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

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <https://ojp.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

26

Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

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

27

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

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$250,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$250,000)), and are incorporated by reference here.

28

Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and

OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

29

Requirement to report potentially duplicative funding

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

30

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

The recipient, and any subrecipients ("subgrantees") at any tier, must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award-- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm> (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202) 616-9881 (fax).

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

31

FFATA reporting: Subawards and executive compensation

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

This condition, including its reporting requirement, does not apply to-- (1) an award of less than \$30,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

32

Cooperating with OJP Monitoring

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

33

Required monitoring of subawards

The recipient must monitor subawards under this award in accordance with all applicable statutes, regulations, award conditions, and the DOJ Grants Financial Guide, and must include the applicable conditions of this award in any subaward. Among other things, the recipient is responsible for oversight of subrecipient spending and monitoring of specific outcomes and benefits attributable to use of award funds by subrecipients. The recipient agrees to submit, upon request, documentation of its policies and procedures for monitoring of subawards under this award.

34

Use of program income

Program income (as defined in the Part 200 Uniform Requirements) must be used in accordance with the provisions of the Part 200 Uniform Requirements. Program income earnings and expenditures both must be reported on the quarterly Federal Financial Report, SF 425.

35

Justice Information Sharing

Information sharing projects funded under this award must comply with DOJ's Global Justice Information Sharing Initiative (Global) guidelines. The recipient (and any subrecipient at any tier) must conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: https://it.ojp.gov/gsp_grantcondition. The recipient (and any subrecipient at any tier) must document planned approaches to information sharing and describe compliance with the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

36

Avoidance of duplication of networks

To avoid duplicating existing networks or IT systems in any initiatives funded by BJA for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the recipient can demonstrate to the satisfaction of BJA that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.

37

Compliance with 28 C.F.R. Part 23

With respect to any information technology system funded or supported by funds under this award, the recipient (and any subrecipient at any tier) must comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation to be applicable. Should OJP determine 28 C.F.R. Part 23 to be applicable, OJP may, at its discretion, perform audits of the system, as per the regulation. Should any violation of 28 C.F.R. Part 23 occur, the recipient may be fined as per 34 U.S.C. 10231(c)-(d). The recipient may not satisfy such a fine with federal funds.

38

Protection of human research subjects

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

39

Confidentiality of data

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

40

Law enforcement task forces - required training

Within 120 days of award acceptance, each current member of a law enforcement task force funded with award funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, must complete required online (internet-based) task force training. Additionally, all future task force members must complete this training once during the period of performance for this award, or once every four years if multiple OJP awards include this requirement.

The required training is available free of charge online through the BJA-funded Center for Task Force Integrity and Leadership (www.ctfli.org). The training addresses task force effectiveness, as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability. If award funds are used to support a task force, the recipient must compile and maintain a task force personnel roster, along with course completion certificates.

Additional information regarding the training is available through BJA's web site and the Center for Task Force Integrity and Leadership (www.ctfli.org).

41

Justification of consultant rate

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

42

"Methods of Administration" - monitoring compliance with civil rights laws and nondiscrimination provisions

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with applicable federal civil rights laws and nondiscrimination provisions. Within 90 days of the date of award acceptance, the recipient must submit to OJP's Office for Civil Rights (at CivilRightsMOA@usdoj.gov) written Methods of Administration ("MOA") for subrecipient monitoring with respect to civil rights requirements. In addition, upon request by OJP (or by another authorized federal agency), the recipient must make associated documentation available for review.

The details of the recipient's obligations related to Methods of Administration are posted on the OJP web site at <https://ojp.gov/funding/Explore/StateMethodsAdmin-FY2017update.htm> (Award condition: "Methods of Administration" - Requirements applicable to States (FY 2017 Update)), and are incorporated by reference here.

43

The recipient understands that, in accepting this award, the Authorized Representative declares and certifies, among other things, that he or she possesses the requisite legal authority to accept the award on behalf of the recipient entity and, in so doing, accepts (or adopts) all material requirements that relate to conduct throughout the period of

performance under this award. The recipient further understands, and agrees, that it will not assign anyone to the role of Authorized Representative during the period of performance under the award without first ensuring that the individual has the requisite legal authority.

44

Compliance with National Environmental Policy Act and related statutes

Upon request, the recipient (and any subrecipient at any tier) must assist BJA in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these award funds, either directly by the recipient or by a subrecipient. Accordingly, the recipient agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the award, the recipient agrees to contact BJA.

The recipient understands that this condition applies to new activities as set out below, whether or not they are being specifically funded with these award funds. That is, as long as the activity is being conducted by the recipient, a subrecipient, or any third party, and the activity needs to be undertaken in order to use these award funds, this condition must first be met. The activities covered by this condition are:

- a. New construction;
- b. Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
- c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
- d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and
- e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

The recipient understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. The recipient further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed at <https://bja.gov/Funding/nepa.html>, for programs relating to methamphetamine laboratory operations.

Application of This Condition to Recipient's Existing Programs or Activities: For any of the recipient's or its subrecipients' existing programs or activities that will be funded by these award funds, the recipient, upon specific request from BJA, agrees to cooperate with BJA in any preparation by BJA of a national or program environmental assessment of that funded program or activity.

45

Establishment of trust fund

If award funds are being drawn down in advance, the recipient (or a subrecipient, with respect to a subaward) is required to establish a trust fund account. Recipients (and subrecipients) must maintain advance payments of federal awards in interest-bearing accounts, unless regulatory exclusions apply (2 C.F.R. 200.305(b)(8)). The trust fund, including any interest, may not be used to pay debts or expenses incurred by other activities beyond the scope of the Edward Byrne Memorial Justice Assistance Grant Program (JAG). The recipient also agrees to obligate the award funds in the trust fund (including any interest earned) during the period of performance for the award and expend within 90 days thereafter. Any unobligated or unexpended funds, including interest earned, must be returned to OJP at the time of closeout.

46

All State and Local JAG recipients must submit quarterly Federal Financial Reports (SF-425). Additionally, State JAG and Local JAG Category Two (\$25K or more) must submit semi-annual performance reports through JustGrants and Local JAG Category One (Less than \$25K) must submit annual performance reports through JustGrants. Consistent with the Department's responsibilities under the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, the recipient must provide data that measure the results of its work. The recipient must submit quarterly performance metrics reports through BJA's Performance Measurement Tool (PMT) website (www.bjaperformancetools.org). For more detailed information on reporting and other JAG requirements, refer to the JAG reporting requirements webpage. Failure to submit required JAG reports by established deadlines may result in the freezing of grant funds and future High Risk designation.

47

Required data on law enforcement agency training

Any law enforcement agency receiving direct or sub-awarded funding from this JAG award must submit quarterly accountability metrics data related to training that officers have received on the use of force, racial and ethnic bias, de-escalation of conflict, and constructive engagement with the public.

48

Expenditures prohibited without waiver

No funds under this award may be expended on the purchase of items prohibited by the JAG program statute, unless, as set forth at 34 U.S.C. 10152, the BJA Director certifies that extraordinary and exigent circumstances exist, making such expenditures essential to the maintenance of public safety and good order.

49

Authorization to obligate (federal) award funds to reimburse certain project costs incurred on or after October 1, 2020

The recipient may obligate (federal) award funds only after the recipient makes a valid acceptance of the award. As of the first day of the period of performance for the award (October 1, 2020), however, the recipient may choose to incur project costs using non-federal funds, but any such project costs are incurred at the recipient's risk until, at a minimum - (1) the recipient makes a valid acceptance of the award, and (2) all applicable withholding conditions are removed by OJP (via an Award Condition Modification (ACM)). (A withholding condition is a condition in the award document that precludes the recipient from obligating, expending, or drawing down all or a portion of the award funds until the condition is removed.)

Except to the extent (if any) that an award condition expressly precludes reimbursement of project costs incurred "at-risk," if and when the recipient makes a valid acceptance of this award and OJP removes each applicable withholding condition through an Award Condition Modification (ACM), the recipient is authorized to obligate (federal) award funds to reimburse itself for project costs incurred "at-risk" earlier during the period of performance (such as project costs incurred prior to award acceptance or prior to removal of an applicable withholding condition), provided that those project costs otherwise are allowable costs under the award.

50

If award funds are used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System ("CODIS," the DNA database operated by the FBI) by a government DNA laboratory with access to CODIS. No profiles generated under this award may be entered or uploaded into any non-governmental DNA database without prior express written approval from BJA. Award funds may not be used for the purchase of DNA equipment and supplies unless the resulting DNA profiles may be accepted for entry into CODIS. Booking agencies should work with their state CODIS agency to ensure all requirements are met for participation in Rapid DNA (see National Rapid DNA Booking Operational Procedures Manual).

51

Submission of eligible records relevant to the National Instant Background Check System

Consonant with federal statutes that pertain to firearms and background checks -- including 18 U.S.C. 922 and 34 U.S.C. ch. 409 -- if the recipient (or any subrecipient at any tier) uses this award to fund (in whole or in part) a specific

project or program (such as a law enforcement, prosecution, or court program) that results in any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the National Instant Background Check System (NICS), or that has as one of its purposes the establishment or improvement of records systems that contain any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS, the recipient (or subrecipient, if applicable) must ensure that all such court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS are promptly made available to the NICS or to the "State" repository/database that is electronically available to (and accessed by) the NICS, and -- when appropriate -- promptly must update, correct, modify, or remove such NICS-relevant "eligible records".

In the event of minor and transitory non-compliance, the recipient may submit evidence to demonstrate diligent monitoring of compliance with this condition (including subrecipient compliance). DOJ will give great weight to any such evidence in any express written determination regarding this condition.

52

Prohibition on use of award funds for match under BVP program

JAG funds may not be used as the 50% match for purposes of the DOJ Bulletproof Vest Partnership (BVP) program.

53

Certification of body armor "mandatory wear" policies

If recipient uses funds under this award to purchase body armor, the recipient must submit a signed certification that law enforcement agencies receiving body armor purchased with funds from this award have a written "mandatory wear" policy in effect. The recipient must keep signed certifications on file for any subrecipients planning to utilize funds from this award for ballistic-resistant and stab-resistant body armor purchases. This policy must be in place for at least all uniformed officers before any funds from this award may be used by an agency for body armor. There are no requirements regarding the nature of the policy other than it be a mandatory wear policy for all uniformed officers while on duty.

54

Body armor - compliance with NIJ standards and other requirements

Ballistic-resistant and stab-resistant body armor purchased with JAG award funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the body armor has been tested and found to comply with applicable National Institute of Justice ballistic or stab standards and is listed on the NIJ Compliant Body Armor Model List (<https://nij.gov/topics/technology/body-armor/Pages/compliant-ballistic-armor.aspx>). In addition, ballistic-resistant and stab-resistant body armor purchased must be made in the United States and must be uniquely fitted, as set forth in 34 U.S.C. 10202(c)(1)(A). The latest NIJ standard information can be found here: <https://nij.gov/topics/technology/body-armor/pages/safety-initiative.aspx>.

55

Body armor - impact on eligibility for other program funds

The recipient understands that the use of funds under this award for purchase of body armor may impact eligibility for funding under the Bulletproof Vest Partnership (BVP) program, a separate program operated by BJA, pursuant to the BVP statute at 34 USC 10531(c)(5).

56

BJA- JAG - Withholding of Funds for MOU

Withholding of funds: Memorandum of Understanding

The recipient may not expend or draw down any award funds until OJP has reviewed and approved the Memorandum of Understanding (MOU), and an Award Condition Modification has been issued to remove this condition.

57

BJA- JAG Withholding for NIBRS 3 Percent set-aside - DISPARATE

Withholding of funds: NIBRS set-aside in Disparate jurisdictions

The recipient may not expend or draw down any award funds until the recipient submits, and BJA reviews and accepts, documentation of compliance with the required NIBRS 3 percent set-aside by the recipient and each disparate subrecipient, and an Award Condition Modification has been issued to remove this condition. For each jurisdiction, including the recipient and disparate subrecipients, such documentation may be either (1) a budget that clearly documents that the jurisdiction has dedicated at least 3 percent of the total amount of their allocation to NIBRS compliance activities, or (2) documentation showing that the jurisdiction has been certified as NIBRS compliant.

58

BJA- JAG - Withholding of Funds for Chief Executive Certification

Withholding of funds: Required certification from the chief executive of the applicant government

The recipient may not expend or draw down any award funds until the recipient submits the required "Certifications and Assurances by the Chief Executive of the Applicant Government," properly-executed (as determined by OJP), and an Award Condition Modification has been issued to remove this condition.

59

BJA- JAG - Withholding of funds for budget documentation

Withholding of funds: Budget narrative or information

The recipient may not expend or draw down any award funds until the recipient submits, and OJP reviews and accepts, the required budget information or narrative for the award, and an Award Condition Modification has been issued to remove this condition.

60

Recipient integrity and performance matters: Requirement to report information on certain civil, criminal, and administrative proceedings to SAM and FAPIIS The recipient must comply with any and all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either this OJP award or any other grant, cooperative agreement, or procurement contract from the federal government. Under certain circumstances, recipients of OJP awards are required to report information about such proceedings, through the federal System for Award Management (known as "SAM"), to the designated federal integrity and performance system (currently, "FAPIIS"). The details of recipient obligations regarding the required reporting (and updating) of information on certain civil, criminal, and administrative proceedings to the federal designated integrity and performance system (currently, "FAPIIS") within SAM are posted on the OJP web site at <https://ojp.gov/funding/FAPIIS.htm> (Award condition: Recipient Integrity and Performance Matters, including Recipient Reporting to FAPIIS), and are incorporated by reference here.

[X]

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

Award Acceptance

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

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

A. Declare to the U.S. Department of Justice (DOJ), under penalty of perjury, that I have authority to make this

declaration and certification on behalf of the applicant.

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

C. Accept this award on behalf of the applicant.

D. Declare the following to DOJ, under penalty of perjury, on behalf of myself and the applicant: (1) I understand that, in taking (or not taking) any action pursuant to this declaration and certification, DOJ will rely upon this declaration and certification as a material representation; and (2) I understand that any materially false, fictitious, or fraudulent information or statement in this declaration and certification (or concealment or omission of a material fact as to either) may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the applicant to civil penalties and administrative remedies under the federal False Claims Act (including under 31 U.S.C. §§ 3729-3730 and/or §§ 3801-3812) or otherwise.

Agency Approval

Title of Approving Official

Deputy Assistant Attorney General

Name of Approving Official

Maureen Henneberg

Signed Date And Time

9/16/21 3:31 PM

Authorized Representative

Declaration and Certification

Entity Acceptance

Title of Authorized Entity Official

Assistant Director of Grants

Name of Authorized Entity Official

LISA FERNANDEZ

Signed Date And Time

11/23/2021 2:27 PM

February 14, 2024

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

Dear Supervisors:

**AUTHORIZE THE SHERIFF'S DEPARTMENT TO REINSTATE A RETIRED COUNTY
EMPLOYEE AS A 120-DAY TEMPORARY EMPLOYEE
(ALL DISTRICTS) (3 VOTES)**

SUBJECT

The Los Angeles County (County) Sheriff's Department (LASD) is requesting that the Board of Supervisors (Board) grant an exception to the 180-day waiting period required under the California Public Employees' Pension Reform Act (PEPRA) of 2013 concerning reinstating retired County employees as 120-day temporary employees.

IT IS RECOMMENDED THAT THE BOARD:

1. Authorize LASD to immediately reinstate Ms. Elizabeth Quesada as a 120-day temporary employee upon Board approval, waiving the 180-day waiting period required under Government Code 7522.56.
2. Approve the request to allow Ms. Quesada to return at a rate and classification commensurate with her assignment for up to 960 total work hours in a fiscal year.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Ms. Quesada retired from County service on November 25, 2023, as a Senior Department Employee Relations Representative (Sr. DERR) and was the LASD subject matter expert regarding employee performance management issues and discipline.

Ms. Quesada has 30 years of experience in the LASD Advocacy Unit and was responsible for managing the bonus removals, probationary evaluations, Liberty Interest hearings, improvement needed performance evaluations, plans for improvements, performance expectation memos, unsatisfactory performance evaluations, job abandonment hearings, and Civil Service Commission (CSC) matters including meeting minutes, hearing officer reports, final decisions, and arbitration awards.

The Advocacy Unit has two Sr. DERR positions. The Sr. DERRs receive, analyze, manage, and respond to CSC and Employee Relations Commission actions regarding employee discipline. Every month, the Sr. DERRs track 100 to 150 ongoing civil service cases in an extensive and detailed manner and research similar administrative cases and past practices to ensure the recommended discipline is within the LASD's guidelines for discipline. With the retirement of Ms. Quesada, the unit is left with one Sr. DERR incumbent who just passed probation and is still new to LASD. There is insufficient personnel in the Advocacy Unit to assume the responsibilities of the vacant Sr. DERR position while awaiting the hiring of a new Sr. DERR to fill the vacancy.

Unlike other County departments, candidates that accept employment with the LASD undergo a lengthy and comprehensive background process that typically takes six to nine months due to working in an environment with direct access to sensitive law enforcement information and criminal justice systems. During the background process, candidates sometimes fail or accept other job offers, causing the LASD to restart the hiring process. This results in an extremely long delay in filling vacant positions. In the case of the last Sr. DERR vacancy, it took eight months from the date LASD made the job offer to the candidate to the date of the candidate's first day of employment.

Ms. Quesada's return on a part-time basis will ensure that LASD executives and management continue to receive crucial guidance in handling complex and sensitive employee performance management cases requiring discipline. This is only temporary until such time that a new Sr. DERR is recruited, transitioned, and trained.

Implementation of Strategic Plan Goals

The recommended actions support Goal 1, Operational Effectiveness/Fiscal Sustainability, of the County's Strategic Plan.

FISCAL IMPACT/FINANCING

The cost of the recommended actions will be absorbed within LASD's existing budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Under PEPRA, a person who retires from the County may serve without reinstatement from retirement or loss or interruption of benefits provided by the retirement system after a period of 180 days has elapsed, following the date of retirement. However, the person may commence service before the 180-day waiting period following the date of retirement as long as the department certifies that the position is critically needed and that the retired person has the skills required to perform the work within a limited time. The recommended actions are in conformance with PEPRA.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Implementation of these recommendations will ensure that the LASD has a subject matter expert who is critically needed to advise executives, management, and various committees overseeing employee performance management and discipline.

CONCLUSION

Should additional information be required, please contact Administrative Services Manager III Gabriella Orozco-Atienza, Personnel Administration Bureau, at (213) 229-3145.

Sincerely,

ROBERT G. LUNA
SHERIFF

RGL:GOA:goa
(Personnel Command/Personnel Administration Bureau)

c: Board of Supervisors, Justice Deputies
Celia Zavala, Executive Officer, Board of Supervisors
Fesia Davenport, Chief Executive Officer
Rene Phillips, Manager, Chief Executive Office (CEO)
Jocelyn Ventilacion, Principal Analyst, CEO
Anna Petrosyan, Senior Analyst, CEO
Bryan Bell, Budget Analyst, CEO
Dawyn R. Harrison, County Counsel
Elizabeth D. Miller, Chief Legal Advisor, Legal Advisory Unit
Michele Jackson, Principal Deputy County Counsel, Legal Advisory Unit
April L. Tardy, Undersheriff
Jill Torres, Assistant Sheriff, CFAO
Jason A. Skeen, Chief of Staff, Office of the Sheriff
Conrad Meredith, Division Director, Administrative Services Division (ASD)
Glen Joe, Assistant Division Director, ASD
John P. MacDonald, Acting Commander, Personnel Command
Richard F. Martinez, Assistant Division Director, ASD
Bryan C. Aguilera, Captain, Personnel Administration Bureau (PAB)
David E. Culver, Director, Financial Programs Bureau
Rene A. Garcia, Lieutenant, ASD
Anastasia K. Trimarchi, Assistant Director, Bureau Operations, PAB
Erica M. Nunes, Sergeant, ASD
Kristine D. Corrales, Deputy, ASD
(Personnel Command – Reinstatement of Retired Employee-Liz Quesada 03-06-24)



COUNTY OF LOS ANGELES
DEPARTMENT OF MEDICAL EXAMINER
1104 N. MISSION RD, LOS ANGELES, CALIFORNIA 90033



Odey C. Ukpo, M.D., M.S.
Chief Medical Examiner

January 19, 2024

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

Dear Supervisors:

REQUEST AUTHORIZATION TO ENTER INTO A CONTRACT WITH THE CALIFORNIA DEPARTMENT OF PUBLIC HEALTH INJURY AND VIOLENCE PREVENTION BRANCH (CDPH/IVPB) TO ACCEPT FUNDS AWARDED TO ESTABLISH A SEXUAL ORIENTATION AND GENDER IDENTITY (SOGI) DATA COLLECTION PILOT PROGRAM TO TRAIN INVESTIGATORS AND SUPPORT STAFF TO IDENTIFY, COLLECT, AND REPORT SOGI DATA TO THE CALIFORNIA VIOLENT DEATH REPORTING SYSTEM (CaIVDRS) (ALL DISTRICTS) (3-VOTES)

SUBJECT

The Department of Medical Examiner (DME) requests that your Board authorize the Chief Medical Examiner to have delegated authority to enter into contract Agreement #23-10658 (Attachment A) with the California Department of Public Health Injury and Violence Prevention Branch (CDPH/IVPB), and as part of that contract accept the maximum amount of \$70,666.66, for the period July 1, 2023 through June 30, 2025. These funds are being distributed by CDPH/IVPB and were awarded to establish a Sexual Orientation and Gender Identity (SOGI) Data Collection Pilot Program to continue to train and strengthen the skills and knowledge of investigators and support staff to identify, collect, and report SOGI data to the California Violent Death Reporting System (CaIVDRS).

Accreditations:

National Association of Medical Examiners (Provisional)
California Medical Association-Continuing Medical Education
Accreditation Council for Graduate Medical Education

ANAB ISO/IEC 17025:2017 Forensic Science Testing Laboratories
Peace Officer Standards and Training Certified

IT IS RECOMMENDED THAT YOUR BOARD:

1. Authorize the Chief Medical Examiner to enter into the contract with CDPH/IVPB and accept funds in the amount of \$35,333.33 for performance period of July 1, 2023, through June 30, 2024, and \$35,333.33 for the performance period of July 1, 2024, through June 30, 2025, for a maximum amount of \$70,666.66, encompassing the performance period of July 1, 2023, through June 30, 2025.
2. Delegate authority to the Chief Medical Examiner, or designee, to execute contract substantially similar to sample contract attached and submit all other related documents, including, but not limited to, agreements, amendments, extensions, and payment requests that may be necessary for implementation of this program.
3. Delegate authority to the Chief Medical Examiner, or his designee, to accept and implement all such future contract-related funds, including, but not limited, to the execution of all required agreements and amendments.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of Recommendations 1 and 2 will allow DME to enter into a contract with CDPH/IVPB and accept funds in the amount of \$70,666.66. The funds will be used for the purpose of training Los Angeles County medical examiner investigators who investigate violent deaths and gather information on decedents on how best to collect information on SOGI status and submit data to CalVDRS. Data related to this testing will be shared with CDPH/IVPB to develop data-driven violence prevention and intervention efforts to reduce the number of preventable deaths among the LGBTQ population.

The funds received from the CDPH/IVPB will help to develop data-driven violence prevention and intervention efforts to reduce the number of preventable deaths among the LGBTQ population.

The DME also plans to utilize grant funding for data collection and evaluation training of investigators to assist the CDPH/IVPB with establishing a SOGI Data Collection Pilot Program.

These actions will improve the DME's ability to obtain and share quality, timely data related to SOGI status of decedents of violent deaths with CDPH/IVPB.

Approval of Recommendation #3 will allow DME to apply for, accept, and implement future Grant awards and/or amendments that are consistent with the requirements of the CDPH/IVPB program.

This authority is being requested to enhance DME's efforts to expeditiously maximize contract-related grant revenue, consistent with Board Policy 4.070: Full Utilization of Grant Funds.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

The recommended actions support Goal III., Realize Tomorrow's Government Today, Strategy III.3, Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability, by ensuring that resources are available to assist the DME in carrying out its mission, and providing essential services to the public in a responsible, efficient, and strategic manner.

FISCAL IMPACT/FINANCING

Board approval will facilitate sufficient funding in the DME's Services & Supplies appropriation in FY 2023-24 in the amount of \$35,333.33 and in FY 2024-25 in the amount of \$35,333.33 for a total of \$70,666.66 for various trainings on data collection and evaluation, to be used starting July 1, 2023, through the conclusion of the performance period on June 30, 2025. Any additional costs resulting from higher than estimated actual costs will be paid through the DME's operating budget in FY 2023-24 and FY 2024-25. No impact to Net County Cost is anticipated.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

CDPH/IVPB contacted DME about entering into a contract to obtain these funds. DME desires to enter into the contract and accept the funds subject to Board's acceptance and execution of an agreement for the expenditure of the funds. The performance period is July 1, 2023, through June 30, 2025, but commences upon execution of the agreement. As a condition for being granted funding, the DME is required to adhere to specific guidelines for the management and administration of this contract.

County Counsel has reviewed this Board Letter and recommends approval.

ENVIRONMENTAL DOCUMENTATION

CEQA reporting requirements are not applicable to the activity described herein because it is excluded from the definition of a "project" as a continuing organizational or administrative activity that will not result in direct or indirect physical changes in the environment, pursuant to Section 15378, Title 14, of the California Code of Regulations (CCR). Reporting requirements under the

County's Environmental Document Reporting Procedures and Guidelines are also inapplicable under Chapter III, Section 302, Appendix G because this activity qualifies as a Categorically Exempt Project, Class 22 training program involving no physical changes in the DME's facility.

Upon the Board's approval of the recommended actions, in accordance with Title 14 of CCR, Section 15062, the DME will file the Notice of Exemption for the 2023 CDPH/IVPB Grant Award with the County Clerk.

IMPACT ON CURRENT SERVICES OR PROJECTS

CDPH/IVPB will provide funding to improve the DME's death investigation methods to support these efforts to collect SOGI status of decedents of violent deaths. They will improve the quality and timeliness of reporting SOGI data throughout the County of Los Angeles to the California Violent Death Reporting System (CalVDRS).

CONCLUSION

When approved, the Executive Office, Board of Supervisors is requested to return one signed copy of the approved Board Letter to the Department of Medical Examiner, attention Silvia Gonzalez, Administrative Services Manager II.

Sincerely,



Digitally signed by Odey Ukpo
Date: 2024.01.22 07:40:24
-08'00'

Odey C. Ukpo, M.D., M.S.
Chief Medical Examiner

OC:dp

Attachment A

BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	2/7/2024			
BOARD MEETING DATE	2/27/2024			
SUPERVISORIAL DISTRICT AFFECTED	<input type="checkbox"/> All <input type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input checked="" type="checkbox"/> 4 th <input type="checkbox"/> 5 th			
DEPARTMENT(S)	Probation Department			
SUBJECT	Nine-year lease for 20,116 square feet of warehouse/office space and 43 on-site parking spaces at 4710 South Eastern Avenue, Bell, CA 90201			
PROGRAM	Facilities Operations			
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why: N/A			
DEADLINES/ TIME CONSTRAINTS	The landlord will withdraw the deal if we do not meet Board approval on February 27, 2024.			
COST & FUNDING	<table border="1" style="width: 100%;"> <tr> <td style="width: 50%;"> Total cost: \$5,192,000 </td><td style="width: 50%;"> Funding source: The rental costs will be funded 100 percent by net County cost (NCC) that is already included in Probation Department's existing budget. The Probation Department will not be requesting additional NCC for this action. </td></tr> </table> <p>TERMS (if applicable): The proposed lease will have an annual rental cost of \$459,000 for the first year, where the landlord will be responsible for all operating expenses, all repairs and maintenance costs of the building, including insurance and taxes. County is responsible for utilities of the building, including electric, gas, water and janitorial.</p> <p>Explanation: Sufficient funding for the proposed lease for the first year of the proposed lease term is included in the Fiscal Year 2023-24 Rent Expense budget and will be billed back to Probation Department. The Probation Department has sufficient funding in its Fiscal Year 2023-24 operating budget to cover the proposed rent, utilities and janitorial costs, cost of electrical work, and Low-Voltage Items in the first year. Beginning in FY 2024-25, ongoing funding for costs associated with the proposed lease will be part of the budget for the Probation Department.</p>		Total cost: \$5,192,000	Funding source: The rental costs will be funded 100 percent by net County cost (NCC) that is already included in Probation Department's existing budget. The Probation Department will not be requesting additional NCC for this action.
Total cost: \$5,192,000	Funding source: The rental costs will be funded 100 percent by net County cost (NCC) that is already included in Probation Department's existing budget. The Probation Department will not be requesting additional NCC for this action.			
PURPOSE OF REQUEST	Approval of the recommended actions will authorize and provide use of warehouse and office space for the Probation Department's Facilities Operations.			
BACKGROUND (include internal/external issues that may exist including any related motions)	The Probation Department has been at 4549 Telegraph Road since 1981. Due to limited storage space at the existing location, Probation is in urgent need for sufficient warehouse space to improve the vital administrative function of the Facilities Operations, which is responsible for distributing vital supplies, furniture, and equipment to over 123 Probation facilities Countywide. Currently, Probation stores these supplies under tents and is in violation of various OSHA, County building, and Fire codes.			
EQUITY INDEX OR LENS WAS UTILIZED	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:			
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please state which one(s) and explain how:			
DEPARTMENTAL CONTACTS	Alexandra Nguyen-Rivera, Section Chief, Leasing CEO- Real Estate Division 213-974-4189 arivera@ceo.lacounty.gov			



Chief Executive Office.

COUNTY OF LOS ANGELES

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

CHIEF EXECUTIVE OFFICER

Fesia A. Davenport

"To Enrich Lives Through Effective and Caring Service"

February 27, 2024

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

Dear Supervisors:

**NINE YEAR LEASE
PROBATION DEPARTMENT
4710 SOUTH EASTERN AVENUE, BELL
(FOURTH DISTRICT) (3 VOTES)**

SUBJECT

Approval of a proposed new nine-year lease for 20,116 square feet of warehouse/office space, and 43 on-site parking spaces for the Probation Department (Probation), Facilities Operations.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the proposed lease is exempt from the California Environmental Quality Act (CEQA) for the reasons stated in this Board letter and in the record of the project.
2. Authorize the Chief Executive Officer, or her designee, to execute the proposed lease with NINOS I L.P., a California limited partnership (Landlord), for approximately 20,116 square feet of warehouse space including an office component and 43 on-site parking spaces located at 4710 South Eastern Avenue, Bell (Premises) to be occupied by Probation. The estimated maximum first year base rental cost is \$459,000. The estimated total proposed lease cost is \$5,192,000 over the nine-year term and does not include the costs for utilities and janitorial that Probation is responsible. The rental costs will be funded 100 percent by net County cost (NCC) that is already included in Probation's existing budget. Probation will not be requesting additional NCC for this action.

3. Authorize the Director of Probation, or his designee, to contract with and direct the Internal Services Department (ISD), in coordination with the Chief Executive Officer, or her designee, for the acquisition and installation of telephone, data, and low-voltage systems and vendor installation (Low-Voltage Items) at a total cost not to exceed \$284,000 paid in a lump sum. The cost for the Low-Voltage Items is in addition to the rental costs and County's Tenant Improvement (TI) contribution payable to a County-approved third-party vendor.
4. Authorize the Director of Probation, or his designee, to contract with and direct a County registered third-party vendor, in coordination with the Chief Executive Officer, or her designee, for the County's TI work for electrical work and installation of a Master Control Room which is required for the Low-Voltage Items to be implemented by ISD. The total cost shall not to exceed \$54,000 paid in a lump sum.
5. Authorize and direct the Chief Executive Officer, or her designee, to execute any other ancillary documentation necessary to effectuate the terms of the proposed lease, and to take actions necessary and appropriate to implement the proposed lease, including, without limitation, exercising early termination rights.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Probation's Facilities Operations has been located at a stand-alone facility within a residential area located at 4549 East Telegraph Road, Commerce, since 1981. There are 24 employees who work at this facility. The existing lease expires on October 28, 2027, and provides the County with the right to early terminate the existing lease at any time. This existing lease will be terminated once Probation begins operations at the proposed Premises.

Facilities Operations is an administrative function responsible for distributing supplies to juvenile halls and camps, including the Department of Justice's mandated critical supply stock, furniture, and equipment to over 123 Probation facilities Countywide. These supplies are stocked every day to address the daily needs of the minors under Probation's care. This facility does not receive any probationers or minors; however, they do receive eight to twelve vendors throughout the day which visits may last up to one hour each.

Since 2019, Probation has identified and toured approximately 20 prospective sites within a 10-mile radius of its existing location. Probation needs to remain in close proximity to its headquarters in Downey. Probation has pursued and lost several prospective sites over the last four years due to the limited supply of industrial space within the search area and the velocity of the industrial market which has a strong demand. Probation was interested in four different sites, but the prospective landlords for each site required an "as-is" delivery and firm immediate start dates. The proposed Premises was selected because of the location, access to a loading dock, and most importantly, adequate

secured warehouse space which allows Probation to consolidate the storage of equipment and supplies from multiple sites.

The new location will house 16 employees, primarily warehouse employees and drivers, while the remaining eight administrative employees will be relocated to Probation's headquarters in Downey. Probation's warehouse employees and drivers are unable to telework due to the nature of the program however, the eight employees that are moving to headquarters will telework three days per week.

Parking is provided in the facility parking lot. The proposed Premises is in proximity to local public transportation routes.

Implementation of Strategic Plan Goals

The Countywide Strategic Plan Goal 3 – *“Realize Tomorrow’s Government Today”* – provides that our increasingly dynamic, and complex environment, challenges our collective abilities to respond to public needs and expectations. We want to be an innovative, flexible, effective, and transparent partner focused on advancing the common good.

The proposed lease is also consistent with Strategic Asset Management Goal – prioritize needs to optimize highest and best use of assets, and Key Objective No. 4 – Guide Strategic Decision-Making.

The proposed lease supports the above goals and objective by relocating the warehouse functions for the Facilities Operations Section into one facility to improve the delivery of services to Probation's other facilities throughout the County.

The proposed lease conforms with the Asset Management Principles outlined in Enclosure A.

FISCAL IMPACT/FINANCING

The estimated maximum first year base rental cost is \$459,000, which includes parking at no additional cost. The aggregate cost associated with the proposed lease over the entire nine-year term is \$5,192,000 as shown in Enclosure B. Probation is also responsible for utilities and janitorial costs. The proposed lease costs will be fully funded by NCC that is already included in Probation's existing budget. Probation will not be requesting additional NCC for this action.

Sufficient funding to cover the proposed rent for the first year of the proposed lease term is included in the Fiscal Year 2023-24 Rent Expense budget and will be billed back to Probation. Probation has sufficient funding in its Fiscal Year 2023-24 Operating Budget to cover the proposed rent and Low-Voltage Items for the first year. Future funding for the costs associated with the proposed lease will be addressed through the annual budget process for Probation.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

In addition to the terms previously stated, the proposed lease also includes the following provisions:

- The annual rental rate will be \$1.90 per square foot, per year and is subject to annual increases based on the Consumer Price Index adjustments with a 2 percent minimum and a 4 percent maximum per annum.
- The County will be taking the space “as-is” and will have no base TI allowance.
- The County, in collaboration with the Landlord, will be completing minimal electrical work and the installation of a master control room needed for ISD to proceed with the Low Voltage implementation. The County’s contribution for this work will not exceed \$54,000 to be paid in lump sum.
- The County will pay \$284,000 for the lump sum cost of the Low-Voltage Items.
- The Landlord is responsible for the operating and maintenance cost, and real estate taxes of the building, and the County is responsible for utilities and janitorial costs. The County is not subject to the building’s operating expense increases.
- A nine-year initial term with no option to extend the proposed lease.
- The County has the right to terminate the proposed lease any time after the 84th month, with 120 days' notice.
- Holdover at the proposed lease expiration is permitted on the same lease terms and conditions except the monthly base rent during the holdover period will be subject to the regular annual Consumer Price Index adjustments.
- The proposed lease will be effective upon approval by the Board and full execution of the proposed lease, but the term and rent will commence on the first day of the month following Board approval and full execution of the proposed lease by both parties.

The Chief Executive Office (CEO) issued a flyer soliciting proposals for available space from landlords, brokers, and other owner representatives, for this space need, through the Board's Executive Office website and Real Estate's County website. There was only one response received which was not suitable for Probation's needs because it was an office space. The CEO conducted a market search of available warehouse/office space for lease to locate the proposed Premises. Based upon a review of available industry data, it has been established that the annual rental range for a comparable lease in the area is between \$20.40 and \$31.20 per square foot, per year. The base annual rental rate of \$22.80 per square foot, per year for the proposed lease represents a rate that is on the lower end of the market range for the area. We were unable to identify any sites that could accommodate this requirement more economically. We recommend the proposed Premises as the most suitable to meet the County's space requirements.

Co-working office space is not conducive to the Probation programmatic needs for warehouse use which will be used to store equipment, furniture, and supplies.

Enclosure C shows all County-owned and leased facilities within the surveyed areas and there are no County-owned or leased facilities available for this space requirement.

The Department of Public Works has inspected the facility and found it suitable for County occupancy. Construction of the TIs will be completed in compliance with relevant building and construction laws and regulations, including the Americans with Disabilities Act. The required notification letter to the City of Bell has been sent in accordance with Government Code Section 25351.

County Counsel has reviewed the proposed lease and has approved it as to form. The proposed lease is authorized by Government Code Section 25351, which allows the County to enter into leases and agreements for the leasing of buildings, as necessary, to carry out the work of the county government.

The proposed lease will provide a suitable location for Probation's Facilities Operations, which is consistent with the County's Facility Location Policy, adopted by the Board of Supervisors on July 24, 2012, as outlined in Enclosure D.

ENVIRONMENTAL DOCUMENTATION

This project is exempt from CEQA, as specified in Class 1 of the Environmental Document Reporting Procedures and Guidelines adopted by the Board, and section 15301 of the State CEQA Guidelines (Existing Facilities). The proposed lease, which involves the leasing of existing warehouse/office space with minor tenant improvements within an existing building, with no expansion of the existing building, is within a class of projects that have been determined not to have a significant effect on the environment and meets the criteria set forth in section 15301 of the State CEQA Guidelines (Guidelines), and Class 1 of the County's Environmental Document Reporting Procedures and Guidelines,

Appendix G. In addition, based on the proposed project records, it will comply with all applicable regulations, 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 historical resource that would make the exemption inapplicable.

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

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The proposed lease will adequately provide the necessary warehouse, office space, and parking spaces for this County requirement. Probation concurs with the proposed lease and recommendations.

Respectfully submitted,

FESIA A. DAVENPORT
Chief Executive Officer

FAD:JMN:JTC
JLC:HD:ANR:EG:gb

Enclosures

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

**PROBATION DEPARTMENT
4710 SOUTH EASTERN AVENUE, BELL**

Asset Management Principles Compliance Form¹

1.	<u>Occupancy</u>	Yes	No	N/A
A	Does lease consolidate administrative functions?			X
B	Does lease co-locate with other functions to better serve clients?			X
C	Does this lease centralize business support functions?	X		
D	Does this lease meet the guideline of 200 sq. ft of space per person? ² This is not office space and will be used as ancillary/ storage/warehouse space			X
E	Does lease meet the 4/1000 sq. ft. parking ratio guideline? ² Approximately 2.15/1,000 because it will be used as ancillary/ storage/warehouse space		X	
F	Does public parking and mass-transit exist to facilitate employee, client and visitor access to the proposed lease location?	X		
2.	<u>Capital</u>			
A	Is it a substantial net County cost (NCC) program?	X		
B	Is this a long-term County program?	X		
C	If yes to 2 A or B; is it a capital lease or an operating lease with an option to buy?		X	
D	If no, are there any suitable County-owned facilities available?		X	
E	If yes, why is lease being recommended over occupancy in County-owned space?			X
F	Is Building Description Report enclosed as Enclosure C?	X		
G	Was build-to-suit or capital project considered?			X
3.	<u>Portfolio Management</u>			
A	Did department utilize CEO Space Request Evaluation (SRE)?	X		
B	Was the space need justified?	X		
C	If a renewal lease, was co-location with other County departments considered?			X
D	Why was this program not co-located?			
	1. ____ The program clientele requires a "stand alone" facility.			
	2. ____ No suitable County occupied properties in project area.			
	3. <u>X</u> No County-owned facilities available for the project.			
	4. ____ Could not get City clearance or approval.			
	5. ____ The Program is being co-located.			
E	Is lease a full-service lease? ² County is responsible for the cost of its electric, gas, water, and janitorial usage.		X	
F	Has growth projection been considered in space request?	X		
G	¹ Has the Dept. of Public Works completed seismic review/approval?	X		
¹ As approved by the Board of Supervisors 11/17/98				
² If not, why not?				

[illegible]

**PROBATION DEPARTMENT
SPACE SEARCH – CITY OF VERNON, SANTA FE SPRINGS, AND COMMERCE**

Property ID	Name	Address	Ownership	Gross SqFt	Vacant
A069	DA – Auto Insurance Fraud Office	5900 S. Eastern Ave Commerce 90040	Leased	11,720	NONE
A133	Child Support Services – Division II Headquarters	5770 S. Eastern Ave Commerce 90040	Leased	84,477	NONE
A146	Fire – Hazardous Materials Division Headquarters	5825 Rickenbacker Rd Commerce 90040	Leased	16,670	NONE
A332	Child Support Services – Training/IT Division	5500 S. Eastern Ave Commerce 90040	Leased	39,991	NONE
A427	Fire – Mapping & Engineering Section Offices	5828 Rickenbacker Rd Commerce 90040	Leased	7,177	NONE
A446	Fire – Information Management Division Offices	5815 Rickenbacker Rd Commerce 90040	Leased	3,722	NONE
A460	DHS – Ferguson Administrative Services Center	5555 Ferguson Dr Commerce 90022	Owned	268,400	NONE
A463	Human Resources – Commerce Office	1436 S. Goodrich Blvd Commerce 90022	Leased	26,200	NONE
A570	Health Services / Administrative	5701 S. Eastern Ave Commerce 90040	Leased	40,539	NONE
A580	Fire – Administrative Headquarters Office Annex	5801 S. Eastern Ave Commerce 90040	Leased	31,355	NONE
A823	Fire – Fire Prevention Division / Forestry Division Headquarters	5823 Rickenbacker Rd Commerce 90040	Leased	17,710	NONE
B460	DPSS – Gain Program Region VI Office	5460 Bandini Blvd Bell 90201	Leased	31,400	NONE
Y640	DPSS – Cudahy A/P District Office	8130 S. Atlantic Ave Cudahy 90201	Owned	30,873	NONE
4465	DF Kirby Center – Administration Building	1500 S McDonnell Ave Commerce 90022	Owned	18,170	NONE
10260	DCSS – Customer Contact Center	5801 E. Slauson Ave Commerce 90040	Leased	26,360	NONE
A176	Health Services - EMS	10100 Pioneer Blvd Santa Fe Springs 90670	Leased	41,720	NONE
D812	PW - Inc City Office (Santa Fe Springs)	11710 Telegraph Rd Santa Fe Springs 90670	Gratis Use	221,285	NONE

FACILITY LOCATION POLICY ANALYSIS

Proposed lease: Nine-year lease agreement for the Probation Department – 4710 South Eastern Avenue, Bell – Fourth District.

A. Establish Service Function Category – Facilities Operations is an administrative function that is in charge of distributing supplies, furniture, and equipment to the juvenile halls and camps and over 123 Probation facilities Countywide.

B. Determination of the Service Area – This program provides services to all Probation locations throughout Los Angeles County and the subject property is ideally located for their operations. Facilities Operations will be leaving their existing leased facility to move into a secured warehouse space in an industrial area with sufficient storage and access to a loading dock.

C. Apply Location Selection Criteria to Service Area Data

- Need for proximity to service area and population: This facility is centrally located within the County.
- Need for proximity to existing County facilities: Close to several other County departments including the Departments of Public Social Services, and Public Health.
- Need for proximity to Los Angeles Civic Center: N/A
- Economic Development Potential: N/A
- Proximity to public transportation: The location is adequately served by local transit services, i.e., 2-minute walk to the nearest bus station and 5-minute drive to the Metrolink – Commerce Station.
- Availability of affordable housing for County employees: The surrounding area provides for affordable housing and rental opportunities.
- Use of historic buildings: N/A
- Availability and compatibility of existing buildings: There is no space available in existing County-owned buildings to meet the departments service needs.
- Compatibility with local land use plans: The City of Bell has been notified of the proposed County use which is consistent with its use and zoning for warehouse and office space at this location.

- Estimated acquisition/construction and ongoing operational costs: The aggregate cost associated with the proposed lease over the entire term is \$5,192,000 and does not include the costs for utilities and janitorial that Probation is responsible for.

D. Analyze results and identify location alternatives

It has been established that the annual rental range for a comparable lease in the area is between \$20.40 and \$31.20 per square foot, per year. The base annual rental rate of \$22.80 per square foot, per year for the proposed lease represents a rate that is on the low end the market range for the area.

E. Determine benefits and drawbacks of each alternative based upon functional needs, service area, cost, and other Location Selection Criteria

The proposed lease will provide adequate and efficient warehouse/office space for 16 employees consistent with the County's Facility Location Policy, adopted by the Board on July 24, 2012.

**COUNTY OF LOS ANGELES
CHIEF EXECUTIVE OFFICE**

LEASE AGREEMENT

COUNTY OF LOS ANGELES - Tenant

NINOS I, L.P. - Landlord

4710 SOUTH EASTERN AVENUE

BELL, CALIFORNIA

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EXHIBITS

- Exhibit A – Floor Plan of the Premises
- Exhibit B – Commencement Date Memorandum and Confirmation of Lease Terms
- Exhibit C – Heating, Ventilation, and Air Conditioning Standards
- Exhibit D – Intentionally Omitted
- Exhibit E – Subordination, Non-disturbance and Attornment Agreement
- Exhibit F – Tenant Estoppel Certificate
- Exhibit G – Community Business Enterprises Form
- Exhibit H – Memorandum of Lease Terms
- Exhibit I – Landlord's Work Letter

COUNTY OF LOS ANGELES
CHIEF EXECUTIVE OFFICE

LEASE AGREEMENT

This LEASE AGREEMENT ("Lease") is entered into as of the _____ day of _____, 2023 between NINOS I, L.P., a California limited partnership ("Landlord"), and COUNTY OF LOS ANGELES, a body corporate and politic ("Tenant" or "County").

Landlord and Tenant agree:

1. BASIC LEASE INFORMATION

1.1 Terms

The following terms as used herein shall have the meanings provided in this Section 1, unless otherwise specifically modified by provisions of this Lease:

(a) Landlord's Address for Notices:	NINOS I, L.P. 260 East Baker Street, Suite 100 Costa Mesa, CA 92626 ATTN: Brian R. Burkeor & Christine Malikowski
(b) Tenant's Address for Notices:	County of Los Angeles Chief Executive Office - Real Estate Division 320 West Temple Street, 7th Floor Los Angeles, CA 90012 Attention: Director of Real Estate With a copy to: County of Los Angeles Office of the County Counsel 648 Kenneth Hahn Hall of Administration 500 West Temple Street, Suite 648 Los Angeles, CA 90012-2713 Attention: Property Division
(c) Premises:	Approximately 20,116 rentable square feet, designated as the entire Building (defined below), as shown on <u>Exhibit A</u> attached hereto.
(d) Building:	The Building located at 4710 South Eastern Avenue, Bell, California, which is currently assessed by the County Assessor as APN 6332-005-024 (collectively, the "Property");
(e) Term:	Nine (9) years, commencing on the first day of the month following approval of this Lease by the Board of Supervisors and full execution of

	<p>this Lease by both parties (the "Commencement Date"), and terminating at midnight on the day before the ninth annual anniversary of the Commencement Date (the "Termination Date"), subject to earlier termination by Tenant as provided herein. The phrase "Term of this Lease" or "the Term hereof" as used in this Lease, or words of similar import, shall refer to the initial Term of this Lease together with any additional Extension Term for which an option has been validly exercised.</p>
(f) Estimated Commencement Date:	March 1, 2024
(g) Irrevocable Offer Expiration Date: (see Section 33)	N/A
(h) Base Rent:	<p>\$1.90 per rentable square foot per month for the first year of the term, subject to annual increase as set forth in Section 5.2 below.</p> <p>(i.e., \$38,220.40 per month or \$458,644.80 per year for the first year of the term, subject to annual increase as set forth in Section 5.2 below)</p>
(i) Early Termination (see Section 4.4)	One hundred and twenty (120) days' notice after the 84 th month following the Commencement Date of the Lease
(j) Rentable Square Feet in the Premises:	20,116 rentable square feet
(k) Initial Departmental Use:	Storage space and administrative functions, subject to Section 6.
(l) Parking Spaces:	43 spaces
(m) Tenant's Hours of Operation:	6 a.m. to 8 p.m. Monday through Friday, and 9 a.m. to 2 p.m. on Saturdays
(n) Asbestos Report:	N/A
(o) Seismic Report	A report dated <u>October 23, 2023</u> prepared by the Department of Public Works.
(p) Disabled Access Survey	A report dated <u>October 17, 2023</u> prepared by the Capital Programming Division.

1.2 Intentionally Omitted

2. PREMISES

2.1 Lease of Premises

Landlord does hereby lease to Tenant, and Tenant does hereby lease from Landlord, upon the terms and conditions herein set forth, the Premises described in Section 1.1 and depicted on Exhibit A attached hereto.

2.2 Measurement of Premises

Tenant shall have the right at any time during the Term of this Lease to field-measure and verify the exact footage of the Premises and/or the Building. All measurements shall be taken in accordance with the methods of measuring rentable area as described in the Standard Method for Measuring Floor Area in Industrial Buildings, ANSI/BOMA Z65.2-2019, as promulgated by the Building Owners and Management Association ("BOMA") International, except that no penthouse mechanical room space shall be included in the measurement. Should this measurement be less than the square footage stated above, then Tenant shall have the right to adjust such square footage and reduce the Base Rent in Section 1.1 accomplished by the mutual execution of an amendment to this Lease. Landlord acknowledges the space has been marketed at the above-indicated rental amount and in the event of subsequent physical measurements, Landlord agrees there will be no increase made to the Base Rent if the measured square footage exceeds the amount represented by Landlord.

3. COMMON AREAS

Tenant may use the following areas ("Common Areas") in common with Landlord and any other tenants of the Building: the entrances, lobbies, corridors and other public areas of the Building, walkways, landscaped areas, driveways necessary for access to the Premises, parking areas and other common facilities designated by Landlord from time to time for common use of all tenants of the Building. Tenant shall comply with all reasonable, non-discriminatory rules and regulations regarding the use of the Common Area established by Landlord.

4. COMMENCEMENT AND EXPIRATION DATES

4.1 Term

The term of this Lease shall be for a period of 9 years and shall commence upon the Commencement Date and terminate on the Termination Date

4.2 Intentionally Omitted

4.3 Early Entry

Tenant shall be entitled to enter the Premises not less than thirty (30) days prior to the Commencement Date for the purpose of installing Tenant's furniture, fixtures, and equipment in the Premises. Such early entry shall be subject to all provisions

hereof, but shall not advance the Termination Date, and Tenant shall not pay Base Rent nor any other charges for such early entry period.

4.4 Early Termination

Tenant shall have the right to terminate this Lease at any time after the Early Termination date specified in Section 1.1, by giving Landlord not less than one hundred twenty (120) days prior written notice, executed by Tenant's Chief Executive Officer or his/her designee.

5. RENT

5.1 Base Rent

Tenant shall pay Landlord the Base Rent stated in Section 1.1 during the Term hereof within fifteen (15) days after (a) the Commencement Date, and (b) the first day of each calendar month thereafter, provided that at least fifteen (15) business days prior to the Commencement Date, Landlord must provide the Auditor of the County of Los Angeles with the following information: (i) name and address of Landlord or other party to whom Base Rent should be paid, (ii) Landlord's federal tax ID number; (iii) name of contact person and contact information (including phone number) for Landlord; (iv) a completed IRS form W-9, and (v) evidence of insurance in compliance with Section 20.2. If Landlord fails to timely provide the information required pursuant to this Section 5.1, or to provide updates for any changed information, then Tenant shall not be required to pay Base Rent to Landlord until fifteen (15) business days after Landlord provides such information. Base Rent for any partial calendar month during the Term shall be prorated in proportion to the number of days during the Term within such calendar month.

5.2 Base Rent Adjustments

- (a) CPI. From and after the first (1st) anniversary of the Commencement Date, on the first day of the first full calendar month thereafter (the "Adjustment Date") and on every anniversary of the Adjustment Date thereafter, Base Rent shall be adjusted by applying the CPI Formula set forth below. The "Base Index" shall be the Index published for the month the Lease commences.
- (b) CPI Formula. The Index means the Consumer Price Index for all Urban Consumers for the Los Angeles-Long Beach-Anaheim area, all items, published by the United States Department of Labor, Bureau of Labor Statistics (1982-84=100). The "CPI Formula" means Base Rent for the first full month after the Commencement Date multiplied by a fraction, the numerator being the Index published for the month immediately preceding the month in which the adjustment is to be effective (the "New Index"), and the denominator being the Base Index. If the Index is changed so that the Index differs from that used as of the Commencement Date of the Lease, the Index shall be converted in accordance with the conversion factor published by the United States Department of Labor, Bureau of Labor Statistics. If the Index is discontinued or revised during the Term of this Lease, such other governmental Index or computation with which it is replaced shall be used in order to obtain substantially the same results as would be obtained if the Index had not been discontinued or revised.

- (c) Illustration of Formula. The formula for determining the new rent shall be as follows:

$$\frac{\text{New Index}}{\text{Base Index}} \times \text{Base Rent at the Commencement Date} = \text{Adjusted Base Rent}$$

- (d) Limitations on CPI Adjustment. In no event shall the monthly Base Rent adjustment based upon the CPI Formula result in an increase less than two percent (2%) per year or greater than four percent (4%) per year, of the Base Rent payable in the month preceding the applicable adjustment.

6. USES

Landlord agrees that the demised Premises, together with all appurtenances thereto, shall be used by the Tenant for the government department set forth in Section 1.1, any other County Department the County designates, any other governmental purposes, or other lawful purposes that do not materially adversely interfere with other uses in the Building, during Tenant's Hours of Operation, after Tenant's Hours of Operation, and on weekends and holidays.

7. HOLDOVER

If Tenant remains in possession of the Premises or any part thereof after the expiration of the term of this Lease, such occupancy shall be a tenancy which is terminable only upon ninety (90) days written notice from Landlord or thirty (30) days written notice from Tenant's Chief Executive Officer or his/her designee at the last monthly Base Rent payable under this Lease, plus any other charges payable under this Lease, and subject to all of the terms, covenants and conditions of this Lease.

8. COMPLIANCE WITH LAW

Tenant shall, at Tenant's expense, comply promptly with all applicable statutes, ordinances, rules, regulations, orders and requirements in effect during the term hereof regulating the use, occupancy or improvement of the Premises by Tenant. Landlord, not Tenant, shall, at its sole cost, at all times cause the Premises and the Building to comply with all applicable statutes, ordinances, rules, regulations, orders and requirements in effect and binding upon Tenant or Landlord during the term hereof, including but not limited to the Americans with Disabilities Act ("ADA"), except if such compliance is made necessary as a result of Tenant's particular use of or alterations or improvements to the Premises.

9. DAMAGE OR DESTRUCTION

9.1 Damage

If any portion of the Premises is damaged by fire or any other cause rendering the Premises totally or partially inaccessible or unusable, and the Premises may be restored to a complete architectural unit of the same value, condition and character that existed immediately prior to such casualty in less than one hundred eighty (180) days, then Landlord shall promptly, at Landlord's expense, repair such damage, and this Lease shall continue in full force and effect. If all or any portion of the Premises shall be made unusable by fire or other casualty, Landlord shall immediately secure the area to prevent injury to persons and/or vandalism to the

improvements. Landlord shall promptly, but in any event within thirty (30) days after the event of casualty, cause an architect or general contractor selected by Landlord to provide Landlord and Tenant with a written estimate of the amount of time required to substantially complete the repair and restoration of the Premises and make the Premises leasable again using standard working methods. The failure to do so shall be a material default hereunder. Base Rent shall abate to the extent that the Premises are unusable by Tenant during any such period of repair.

9.2 Tenant Termination Right

If any portion of the Premises is damaged by fire or any other cause rendering the Premises totally or partially inaccessible or unusable, and the Premises will not be restored to a complete architectural unit of the same value, condition and character that existed immediately prior to such casualty in less than one hundred eighty (180) days for any reason, then Tenant may terminate this Lease by giving Landlord written notice within ten days after Tenant's receipt of written notice from Landlord or its agents specifying such time period of repair; and this Lease shall terminate and the Base Rent shall be abated from the date the Premises became unusable. If Tenant does not elect to terminate this Lease, then Landlord shall promptly commence and diligently prosecute to completion the repairs to the Building or Premises, provided that insurance proceeds are available to repair the damages.

9.3 Damage In Last Year

Notwithstanding the foregoing provisions, if any material destruction to the Premises occurs during the last year of the Term, then either Landlord or Tenant may terminate this Lease by giving written notice to the other not more than thirty (30) days after such destruction, in which case:

- (a) Landlord shall have no obligation to restore the Premises;
- (b) Landlord may retain all insurance proceeds relating to such destruction, and
- (c) This Lease shall terminate as of the date which is thirty (30) days after such written notice of termination.

9.4 Default By Landlord

If Landlord is required to repair and restore the Premises as provided for in this Section 9, and Landlord thereafter fails to diligently prosecute said repair and restoration work to completion, as determined by Tenant in its reasonable discretion, then Tenant may, at its sole election:

- (a) Declare a default hereunder, or
- (b) Perform or cause to be performed the restoration work and deduct the cost thereof, plus interest thereon at ten percent (10%) per annum, from the next installment(s) of Base Rent due as a charge against the Landlord.

10. REPAIRS AND MAINTENANCE

10.1 Landlord Representations

- (a) Landlord represents to Tenant that, as of the date hereof and on the Commencement Date:
- i. To Landlord's constructive knowledge, the Premises, the Building, and all Common Areas (including electrical, heating, ventilating, and air conditioning ("HVAC"), mechanical, plumbing, gas and fire/life safety systems in the Building and similar building service systems) comply with all current laws, codes, and ordinances, including but not limited to the Americans With Disabilities Act, and are in good working order and condition;
 - ii. To Landlord's constructive knowledge, the Building and the Premises comply with all covenants, conditions, restrictions and insurance underwriter's requirements;
 - iii. The Premises, the Building and the Common Areas are free of the presence of Hazardous Materials (as hereinafter defined); and
 - iv. Landlord has not received any notice from any governmental agency that the Building or the Premises are in violation of any law or regulation.
- (b) Landlord represents, based upon a professional inspection of the Premises and the Building and the Asbestos Report (as defined in Section 1.1) that the Premises and the Building contain no asbestos containing materials (other than as may be reflected in the Asbestos Report). Landlord shall, prior to Tenant's occupancy, abate, at Landlord's sole cost and expense, all asbestos-containing materials to the extent required by law and provide Tenant with an updated report from a licensed California Asbestos contractor to that effect.
- (c) CASp Inspection:

In accordance with California Civil Code Section 1938, Landlord hereby states that the Premises and the Common Areas:
[Check the appropriate box]

☒ Have undergone inspection by a Certified Access Specialist (a "CASp") and have been determined to meet all applicable construction related accessibility standards pursuant to California Civil Code Section 55.53. Landlord shall provide Tenant with a copy of the CASp inspection report and a current disability access inspection certificate for the Premises within seven (7) days after the execution of this Lease.

☐ Have undergone inspection by a Certified Access Specialist and have not been determined to meet all applicable construction related accessibility standards pursuant to California Civil Code Section 55.53. Landlord has provided Tenant with a copy of the CASp inspection report at

least 48 hours prior to the execution of this Lease. A Certified Access Specialist (CAsp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CAsp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CAsp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CAsp inspection, the payment of the fee for the CAsp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises.

☐ Have not undergone inspection by a Certified Access Specialist. A Certified Access Specialist (CAsp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CAsp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CAsp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CAsp inspection, the payment of the fee for the CAsp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises.

The foregoing statement is provided solely for the purpose of complying with California Civil Code Section 1938 and shall not affect the Landlord's and Tenant's respective responsibilities for compliance with any design and construction related accessibility obligations as provided under this Lease.

- (d) Landlord agrees to indemnify and hold harmless Tenant from all damages, costs, and expenses, which result from a material breach of Landlord's representations contained in this Section 10.1.

10.2 Landlord Obligations

- (a) Landlord shall keep and maintain the Property in good condition and repair and promptly make repairs to and perform maintenance upon and replace as needed:
 - i. the structural elements of the Building, including without limitation, all permanent exterior and interior walls, floors and ceilings, foundations, roof, concealed plumbing, stairways, concealed electrical systems and intra-building telephone network cables;
 - ii. mechanical (including HVAC), electrical, plumbing and fire/life systems serving the Building;
 - iii. the Common Areas;

- iv. exterior windows of the Building; and
 - v. elevators serving the Building.
- (b) Landlord, at its sole cost and expense, shall also perform all maintenance and repairs to the Premises, and shall keep the Premises in good condition and repair, reasonable wear and tear excepted. Landlord's repair obligations include, without limitation, repairs to, or replacements of:
- i. the floor covering (if such floor covering is carpeting as of the Commencement Date it shall be replaced as needed, but not less often than after five (5) years of use);
 - ii. interior partitions;
 - iii. doors, door frames and hardware;
 - iv. the interior side of demising walls (which shall be repainted as needed but not less often than every five (5) years);
 - v. signage;
 - vi. emergency exit signage and battery replacement;
 - vii. intentionally omitted; and
 - viii. Light fixtures, bulbs, tubes and ballasts.
- (c) Landlord shall, to the best of its ability, provide all reports, maintenance records, or other documentation as may be requested from time to time.

10.3 Tenant Obligations

Without limiting Landlord's repair and maintenance obligations, Tenant shall be responsible for (i) the cost of repairing any area of the Property damaged by Tenant or by Tenant's agents, employees, invitees or visitors, and (ii) the repair of low voltage electronic, phone and data cabling and related equipment that is installed by or for the exclusive benefit of Tenant. All repairs and replacements shall:

- (a) be made and performed by contractors or mechanics approved by Landlord, which consent shall not be unreasonably withheld, conditioned or delayed;
- (b) be at least equal in quality, value and utility to the original work or installation; and
- (c) be in accordance with all applicable laws.

10.4 Tenant's Right to Repair

- (a) If Tenant provides written notice (or oral notice in the event of an emergency, such as damage or destruction to or of any portion of the Building structure and/or the Building systems, and/or anything that could

cause material disruption to Tenant's business) to Landlord of an event or circumstance which requires the action of Landlord with respect to repair and/or maintenance, and if Landlord fails to provide such action within a reasonable period of time given the circumstances after the giving of such notice, but in any event not later than five (5) days after the giving of such notice, then Tenant may proceed to take the required action (provided, however, that no such notice shall be required in the event of an emergency which threatens life or where there is imminent danger to property or a possibility that a failure to take immediate action could cause a material disruption in Tenant's normal and customary business activities). Tenant shall have access to the Building to the extent necessary to perform the work contemplated by this provision. If such action was required under the terms of this Lease to have been taken by Landlord and was not taken by Landlord within such period (unless such notice was not required as provided above), and Tenant took such required action, then Tenant shall be entitled to prompt reimbursement by Landlord of Tenant's reasonable costs and expenses in having taken such action plus interest thereon at ten percent (10%) per annum. If not reimbursed by Landlord within ten (10) days after written notice, then Tenant shall be entitled to deduct from Base Rent payable by Tenant under this Lease the amount set forth in its invoice for such work. The remedies provided in this Section are in addition to the remedies provided in Section 15.

- (b) [Notwithstanding any provisions of this Lease to the contrary, Tenant, acting through the Chief Executive Office, may request that Landlord perform, supply and administer repairs, maintenance, building services and/or alterations that are the responsibility of the Tenant, not to exceed \$5,000, as part of a separate purchase order issued by the County on Tenant's behalf. Any improvements by Landlord shall be subject to compliance with County Internal Services Department Purchasing Policy and Procedure No. A-0300, effective November 22, 2016, delivered to Landlord and incorporated by reference herein. This Section shall not apply to Tenant Improvements, as defined in Section 24.]

11. SERVICES AND UTILITIES

11.1 Services

- (a) **Heating, Ventilation and Air Conditioning (HVAC)**

Landlord shall furnish heating, ventilation and air conditioning ("HVAC"), during Tenant's Hours of Operations in amounts required for the use and occupancy of the Premises for normal office purposes to a standard comparable to other first-class buildings and not less than the standard set forth in Exhibit C attached hereto.

- (b) **Electricity**

Landlord shall furnish to the Premises not less than seven (7) watts of electric current (connected load) per square foot of rentable square feet in the Premises, for power and lighting and electric current for HVAC, and Landlord shall provide the existing or new transformers or sub-panels on

each floor of the Premises necessary for Tenant to utilize such capacity in the Premises.

(c) Elevators

Landlord shall furnish freight and passenger elevator services to the Premises during Tenant's Hours of Operations. During all other hours, Landlord shall furnish passenger elevator cab service in the elevator bank serving the Premises on an as needed basis, and, by prior arrangement with Landlord's building manager, freight elevator service.

(d) Water

Landlord shall make available in the Premises warm and cold water for normal lavatory and kitchen purposes and potable water for drinking purposes, all of which shall meet applicable government standards.

(e) Janitorial

Tenant, at its sole cost and expense, shall provide janitorial service five (5) nights per week, generally consistent with that furnished in comparable office buildings in the County of Los Angeles.

(f) Access

Landlord shall furnish to Tenant's employees and agents access to the Building, Premises and Common Areas on a seven day per week, 24 hour per day basis, subject to compliance with such reasonable security measures as shall from time to time be in effect for the Building. If required, Landlord shall provide access cards or fobs to all Tenant employees for Building entry, elevators, and/or floor access, at Landlord's sole cost and expense.

(g) Pest Control

Landlord at its sole cost and expense shall provide any and all pest control services to the Premises.

11.2 Utilities

Tenant agrees to pay, at its sole cost, when due, all charges for the use of the sewer, effluent treatment (when and if imposed by any governmental authority), all water, sprinkler standby charges, electricity, gas, heating and common area power and lighting, trash removal service, fire/life safety systems, charges associated with the HVAC, and other utility rents and charges accruing or payable in connection with the Premises and the Common Areas during the Term of this Lease or any renewal, extension, or holdover thereof, whether the same are pro-rated or measured by separate meters.

12. TAXES

Landlord, at its sole cost and expense, shall pay, prior to delinquency, all real property taxes, assessments and special assessments which may be levied or assessed against

the Premises or the Building during the term of this Lease or any renewal or holdover period thereof.

In the event Landlord fails or refuses to pay any or all taxes or assessments when due, Tenant may, at its sole discretion, give Landlord thirty (30) calendar days prior written notice and thereafter pay such taxes and assessments and deduct the payments from the next installments of rent due as a charge against the Landlord.

13. LANDLORD ACCESS

Tenant shall permit Landlord and its agents to enter the Premises during Tenant's Hours of Operations upon prior written notice only for the purpose of inspecting the Premises for any reasonable purpose. If Landlord temporarily closes any portion of the Building or the Premises, Base Rent shall be prorated based upon the percentage of the Premises or the Building rendered unusable and not used by Tenant. Landlord shall have the right at any and all times to enter the Premises in the event of an emergency and notify Tenant immediately thereafter.

14. TENANT DEFAULT

14.1 Default

The occurrence of any one or more of the following events shall constitute a material default and breach of this Lease by Tenant ("Default"):

- (a) the failure by Tenant to make any payment of Base Rent or any other payment required to be made by Tenant hereunder (except to the extent an offset is expressly permitted hereunder) as and when due, and the failure continues for a period of ten (10) days after written notice to Tenant;
- (b) the failure by Tenant to observe or perform any of the other covenants, conditions or provisions of this Lease, where such failure shall continue for a period of thirty (30) days after written notice from Landlord specifying in detail the nature of the default; provided, however, if more than thirty (30) days are reasonably required for its cure then Tenant shall not be deemed to be in default if Tenant commences such cure, within said thirty (30)-day period and thereafter diligently prosecutes such cure to completion.

14.2 Termination

Tenant agrees that if a Default should occur and should not be cured within the time periods set forth above, it shall be lawful for Landlord to terminate this Lease upon the giving of written notice to Tenant. In addition thereto, Landlord shall have such other rights or remedies as may be provided by law.

14.3 No Effect on Indemnity

Nothing in this Article shall be deemed to affect either Landlord or Tenant's right to indemnification under any indemnification clause or clauses set forth in this Lease.

15. LANDLORD DEFAULT

15.1 Remedies

In addition to the provisions for Landlord's default provided by Sections 9.4, 10.4, 19, 21.2 and 32.3, Landlord shall be in default ("Landlord Default") in the performance of any obligation required to be performed by Landlord under this Lease if Landlord has failed to perform such obligation within fifteen (15) days after the giving of written notice with respect thereto by Tenant (which notice shall be, if appropriate, the same notice given under Section 10.4); provided, however, that if the nature of the Landlord Default is such that the same cannot reasonably be cured within such five day period, Landlord shall not be deemed to be in Landlord Default if Landlord shall within such period commence such cure and thereafter diligently prosecute the same to completion. If the Landlord Default is of such a nature that it materially and substantially interferes with Tenant's occupancy and use of the Premises and if such Landlord Default is not cured within the foregoing cure period, then Tenant shall have the right, at its option, with or without further notice or demand of any kind to Landlord or any other person, to any one or more of the following described remedies in addition to all other rights and remedies provided at law or in equity or elsewhere herein:

- (a) to remedy such default or breach and deduct the costs thereof (including but not limited to attorney' fees) plus interest at the rate of ten percent (10%) per annum from the installments of Base Rent next falling due;
- (b) to pursue the remedy of specific performance;
- (c) to seek money damages for loss arising from Landlord's failure to discharge its obligations under this Lease or offset such damages against Base Rent next coming due; and/or
- (d) to terminate this Lease.

15.2 Waiver

Nothing herein contained shall relieve Landlord from its duty to effect the repair, replacement, correction or maintenance required to restore any affected services, or to perform any other obligations to the standard prescribed in this Lease, nor shall this Section be construed to obligate Tenant to undertake any such work.

15.3 Emergency

Notwithstanding the foregoing cure period, Tenant may cure any default where the failure promptly to cure such default would, in the reasonable opinion of Tenant, create or allow to persist an emergency condition, or materially and adversely affect the operation of Tenant's business in the Premises. In such cases, Tenant may perform the necessary work through its Internal Services Department and deduct the cost of said work from the Base Rent next due.

16. ASSIGNMENT AND SUBLETTING

16.1 Assignment and Subletting

Tenant may assign, mortgage, encumber or otherwise transfer this Lease or sublet the whole or any part of the Premises without first obtaining Landlord's prior consent; provided, however, no such assignment, subletting or other transfer shall relieve Tenant of any liability under this Lease.

16.2 Sale

If Landlord sells or conveys the Property, then all liabilities and obligations of Landlord accruing under this Lease after the sale or conveyance shall be binding upon the new owner, and the transferor shall be released from all liability under this Lease accruing subsequent to such sale or conveyance, provided that the transferee assumes Landlord's remaining obligations hereunder in writing. Nothing in this Section 16.2 shall be deemed to release Landlord's successor in interest from responsibility for any condition (including but not limited to deferred maintenance) existing on the date of transfer.

Upon any sale or transfer of the Property by Landlord, Landlord shall provide thirty (30) days prior written notice of said sale or transfer to Tenant. In addition, Landlord shall provide the following information to Tenant, at Tenant's Address for Notice (set forth in Section 1.1 hereof), as a condition of Tenant's obligation to pay Base Rent to the new owner:

- (a) A letter from the Landlord confirming that the Property was transferred to the new owner, along with written evidence of the transfer of the Property (e.g., a recorded deed).
- (b) A signed letter from the new owner including the following information:
 - i. Name and address of new owner or other party to whom Base Rent should be paid
 - ii. Federal tax ID number for new owner
 - iii. Name of contact person and contact information (including phone number) for new owner
 - iv. Proof of insurance
- (c) A W-9 form for new owner.

Tenant shall not be obligated to pay any rental amounts to any party other than the Landlord named herein until such time as all the requirements of this Section 16.2 are satisfied.

17. ALTERATIONS AND ADDITIONS

17.1 Landlord Consent

Tenant shall not make any structural alterations, improvements, additions, or utility installations in or about the Premises (collectively, "Alterations") without first obtaining the written consent of Landlord, which consent shall not be unreasonably withheld, conditioned, or delayed. If Landlord fails to respond in writing within thirty (30) days after Tenant's request, then Landlord shall be deemed to have approved the requested Alterations. However, Landlord's consent shall not be required for any Alteration that satisfies all of the following criteria:

- (a) complies with all laws;
- (b) is not visible from the exterior of the Premises or Building;
- (c) will not materially affect the systems or structure of the Building; and
- (d) does not unreasonably interfere with the normal and customary business office operations of other tenants in the Building.

17.2 End of Term

When Tenant requests Landlord's consent to a proposed Alterations, or before the commencement of any Alterations for which Landlord's consent is not required, Tenant may ask Landlord in writing whether Landlord will require that the Alterations be removed on expiration or earlier termination of the Lease Term. Landlord shall respond to such inquiry in writing within fifteen (15) days. If Landlord responds that it will not require removal of the Alterations or fails to respond, Tenant shall not be required to remove the Alterations. Any Alterations not removed by Tenant shall become the property of the Landlord and remain upon and be surrendered with the Premises at the expiration of the Term..

18. CONDEMNATION

18.1 Controlling Terms

If during the Term, or during the period of time between the execution of this Lease and the Commencement Date, there is any taking of all or any part of the Premises or any interest in this Lease by Condemnation (as defined below), this Section shall determine the rights and obligations of Tenant and Landlord. "Condemnation" shall mean the exercise of any governmental power to take title to any portion of the Premises, whether by legal proceedings or otherwise, by a Condemnor (as defined below) or a voluntary sale or transfer by Landlord to any Condemnor either under threat of a Condemnor's exercise of such power or while legal proceedings are pending for the exercise of such power. "Condemnor" shall mean any public or quasi-public authority, or private corporation or individual, having the power of Condemnation.

18.2 Total Taking

If the Premises are totally taken by Condemnation, this Lease shall terminate on the date the Condemnor has a right to possession of the Premises (the "Date of Taking").

18.3 Partial Taking

If any portion, but not all, of the Premises or the Common Areas is taken by Condemnation, this Lease shall remain in effect, except that Tenant may elect to terminate this Lease if, in Tenant's reasonable judgment, the remaining portion of the Premises (including the space available for parking) is rendered unsuitable for Tenant's continued use of the Premises. If Tenant elects to so terminate this Lease, Tenant must exercise its right to terminate by giving notice to Landlord within thirty (30) days after the date that the nature and the extent of the Condemnation have been determined (the "Determination Date"), which notice shall set forth the date of termination. Such termination date shall not be earlier than thirty (30) days nor later than ninety (90) days after Tenant has notified Landlord of its election to terminate; except that this Lease shall terminate on the Date of Taking if the Date of Taking falls on a date before the termination date designated by Tenant. If Tenant does not so notify Landlord within thirty (30) days after the Determination Date, all obligations of Tenant under this Lease shall remain in effect, except that Base Rent shall be equitably abated in proportion to the degree to which Tenant's use of the Premises and the Common Areas is impaired by such Condemnation.

18.4 Restoration

Notwithstanding the preceding paragraph, if, within thirty (30) days after the Determination Date, Landlord notifies Tenant that Landlord, at its sole cost, will add to the remaining Premises and/or the Common Areas so that the Premises and the space available for parking, will be substantially the same (as reasonably determined by Tenant) after the Date of Taking as they were before the Date of Taking, and Landlord commences the restoration promptly and, subject to reasonable allowance for delays that are not caused by Landlord, completes it within ninety (90) days after Landlord so notifies Tenant, then this Lease shall continue in effect. In such event, all obligations of Tenant under this Lease shall remain in effect, except that Base Rent shall be equitably abated or reduced during the period from the Date of Taking until the completion of such restoration.

18.5 Award

The Award (as defined below) shall be divided between Landlord and Tenant as their respective interests may appear. "Award" shall mean all compensation, sums or anything of value awarded, paid or received on a total or partial Condemnation of the Premises. Tenant shall be entitled to any awards for relocation benefits or goodwill belonging to Tenant.

18.6 Waiver of Statute

Landlord and Tenant hereby waive the provision of California Code of Civil Procedure Section 1265.130 allowing Landlord or Tenant to petition the Superior Court to terminate this Lease in the event of a partial taking of the Premises.

19. INDEMNIFICATION

19.1 Landlord's Indemnity

The Landlord shall indemnify, defend and hold harmless the Tenant from and against any and all liability, loss, injury or damage including (but not limited to) demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from or connected with the Landlord's repair, maintenance and other acts and omissions arising from and/or relating to the Landlord's ownership of the Premises.

19.2 Tenant's Indemnity

The Tenant shall indemnify, defend and hold harmless the Landlord, from and against any and all liability, loss, injury or damage, including (but not limited to) demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees) arising from or connected with the Tenant's repair, maintenance and other acts and omissions arising from and/or relating to the Tenant's use of the Premises.

20. INSURANCE

During the term of this Lease, the following insurance requirements will be in effect:

20.1 Waiver

Both the Tenant and Landlord each agree to release the other and waive their rights of recovery against the other for damage to their respective property arising from perils insured in the Causes-of-Loss Special Form (ISO form CP 10 30).

20.2 General Insurance Provisions – Landlord Requirements

Without limiting the Landlord's indemnification of Tenant and during the term of this Lease, and until all of its obligations pursuant to this Lease have been met, Landlord shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in this Lease. 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 Landlord pursuant to this Lease. The Tenant in no way warrants that the Required Insurance is sufficient to protect the Landlord for liabilities which may arise from or relate to this Lease.

(a) Evidence of Coverage and Notice to Tenant

- i. Certificate(s) of insurance coverage ("Certificate") satisfactory to Tenant, and a copy of an Additional Insured endorsement confirming that Tenant and its Agents (defined below) has been given insured status under the Landlord's General Liability policy, shall be delivered to Tenant at the address shown below and provided prior to the start day of this Lease.
- ii. Renewal Certificates shall be provided to Tenant not less than 10 days prior to Landlord's policy expiration dates. The Tenant

reserves the right to obtain complete, certified copies of any required Landlord insurance policies at any time.

- iii. Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Lease by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Landlord identified in this Lease. Certificates shall 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 twenty-five thousand (\$25,000.00) dollars, and list any Tenant-required endorsement forms.
- iv. Neither the Tenant's failure to obtain, nor the Tenant'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 Landlord, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.
- v. Certificates and copies of any required endorsements, and/or notices of cancellation shall be delivered to:

County of Los Angeles
Chief Executive Office - Real Estate Division
320 West Temple Street, 7th Floor
Los Angeles, CA 90012
Attention: Director of Real Estate

Landlord also shall promptly notify Tenant of any third party claim or suit filed against Landlord which arises from or relates to this Lease, and could result in the filing of a claim or lawsuit against Landlord and/or Tenant.

(b) Additional Insured Status and Scope of Coverage

The Tenant, which is the County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively, "Tenant and its Agents"), shall be provided additional insured status under Landlord's General Liability policy with respect to liability arising from or connected with the Landlord's acts, errors, and omissions arising from and/or relating to the Landlord's operations on and/or its ownership of the premises. Tenant's additional insured status shall apply with respect to liability and defense of suits arising out of the Landlord's acts or omissions, whether such liability is attributable to the Landlord or to the Tenant. The full policy limits and scope of protection also shall apply to the Tenant as an additional insured, even if they exceed the Tenant's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

(c) Cancellation of or Changes in Insurance

Landlord shall provide the Tenant with, or Landlord's insurance policies shall contain a provision that the Tenant shall 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 shall be provided to the Tenant 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 Lease, in the sole discretion of the Tenant, upon which the Tenant may suspend or terminate this Lease.

(d) Failure to Maintain Insurance

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

(e) Insurer Financial Ratings

Insurance is to be provided by an insurance company authorized to do business in California and acceptable to the Tenant, with an A.M. Best rating of not less than A:VII, unless otherwise approved by the Tenant.

(f) Landlord's Insurance Shall Be Primary

Landlord's insurance policies, with respect to any claims related to this Lease, shall be primary with respect to all other sources of coverage available to Tenant. Any Tenant maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Tenant coverage.

(g) Waiver of Subrogation

To the fullest extent permitted by law, the Landlord hereby waives its and its insurer(s) rights of recovery against Tenant under all required insurance policies for any loss arising from or related to this Lease. The Landlord shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to affect such waiver.

(h) Deductibles and Self-Insured Retentions ("SIRs")

Landlord's policies shall not obligate the Tenant to pay any portion of any Landlord deductible or SIR. The Tenant retains the right to require Landlord to reduce or eliminate policy deductibles and SIRs as respects the Tenant, or to provide a bond guaranteeing Landlord's payment of all deductibles and SIRs, including all related claims investigation,

administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

(i) Claims Made Coverage

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

(j) Application of Excess Liability Coverage

Landlord 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.

(k) Separation of Insureds

All liability policies shall 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.

(l) Tenant Review and Approval of Insurance Requirements

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

20.3 Insurance Coverage Types And Limits

(a) Tenant Requirements: During the term of this Lease, Tenant shall maintain a program of insurance coverage as described below:

i. Commercial General Liability Insurance, providing scope of coverage equivalent to ISO policy form CG 00 01, naming Landlord and its Agents as an additional insured, with limits of not less than:

General Aggregate:	\$ 3 million
Products/Completed Operations Aggregate:	\$ 1 million
Personal and Advertising Injury:	\$ 2 million
Each Occurrence:	\$ 2 million

Tenant, at its sole option, may satisfy all or any part of this insurance requirement through use of a program of self-insurance (self-funding of its liabilities). Certificate evidencing coverage or letter evidencing self-funding will be provided to Landlord after execution of this Lease at Landlord's request.

20.4 Landlord Requirements

During the term of this Lease, Landlord shall provide and maintain the following programs of insurance coverage:

- (a) Commercial General Liability Insurance, providing scope of coverage equivalent to ISO policy form CG 00 01, naming Tenant and Tenant's Agents as an additional insured, with limits of not less than:

General Aggregate:	\$ 6 million
Products/Completed Operations Aggregate:	\$ 6 million
Personal and Advertising Injury:	\$ 2 million
Each Occurrence:	\$ 3 million

- (b) Commercial Property Insurance. Such insurance shall:

- i. Provide coverage for any tenant improvements and betterments to the Premises; this coverage shall be at least as broad as that provided by the Causes-of-Loss Special Form (ISO form CP 10 30), excluding earthquake and including flood and ordinance or law coverage.
- ii. Be written for the full replacement cost of the Property, with a deductible no greater than \$250,000 or 5% of the Property value, whichever is less. Insurance proceeds shall be payable to the Landlord and Tenant, as their interests may appear.

21. PARKING

21.1 Tenant's Rights

Tenant shall have the right to the number of exclusive reserved parking spaces and unreserved parking spaces set forth in Section 1.1, without charge, for the Term of this Lease. No tandem parking shall be required or allowed, and Tenant shall be entitled to full in/out privileges at all times. Tenant's parking rights shall be subject to reasonable parking rules and regulations adopted by Landlord from time to time, provided that such procedures shall be uniformly applied to all tenants. Tenant acknowledges that all unreserved parking spaces are not for the exclusive use of Tenant, rather, all such parking spaces are to be used on a non-exclusive, first-come, first-served basis by Tenant and other tenants, occupants, licensees, invitees and permittees of the Building. Landlord, at its sole expense, shall provide Tenant with at least one (1) parking access card or key fob for each reserved or unreserved parking space set forth in Section 1.1, if applicable.

21.2 Remedies

Landlord acknowledges that it is a material term of this Lease that Tenant receives all of the parking spaces to which it is entitled under this Lease for the entire Term of this Lease and that it would be impracticable and extremely difficult to fix the actual damages for a breach of such provisions. It is therefore agreed that if, for any reason whatsoever, a material number of the parking spaces required above are not available to Tenant (in addition to the rights given to Tenant under Section

14 and Sections 9 and 17 in the event of casualty or condemnation), then Tenant may:

- (a) terminate this Lease by giving written notice of such termination to Landlord, which notice shall be effective thirty (30) days thereafter, or
- (b) deduct from the Base Rent thereafter accruing hereunder an amount each month equal to the Base Rent times the percentage of parking spaces not so provided times the number 1.5, but such deduction from Base Rent shall be not less than ten percent (10%) nor more than one hundred percent (100%) of the Base Rent.

22. ENVIRONMENTAL MATTERS

22.1 Hazardous Materials

Tenant shall not cause nor permit, nor allow any of Tenant's employees agents, customers, visitors, invitees, licensee, contractor, assignees or subtenants to cause or permit, any Hazardous Materials to be brought upon, stored, manufactured, generated, blended, handled, recycled, treated, disposed or used on, under or about the Premises, the Building or the Common Areas, except for routine office and janitorial supplies in usual and customary quantities stored, used and disposed of in accordance with all applicable Environmental Laws. As used herein, "Hazardous Materials" means any chemical, substance, material, controlled substance, object, condition, waste, living organism or combination thereof, whether solid, semi solid, liquid or gaseous, which is or may be hazardous to human health or safety or to the environment due to its radioactivity, ignitability, corrosivity, reactivity, explosivity, toxicity, carcinogenicity, mutagenicity, phytotoxicity, infectiousness or other harmful or potentially harmful properties or effects, including, without limitation, molds, toxic levels of bacteria, tobacco smoke within the Premises, petroleum and petroleum products, asbestos, radon, polychlorinated biphenyls (PCBs), refrigerants (including those substances defined in the Environmental Protection Agency's "Refrigerant Recycling Rule," as amended from time to time) and all of those chemicals, substances, materials, controlled substances, objects, conditions, wastes, living organisms or combinations thereof which are now or become in the future listed, defined or regulated in any manner by any Environmental Law based upon, directly or indirectly, such properties or effects. As used herein, "Environmental Laws" means any and all federal, state or local environmental, health and/or safety-related laws, regulations, standards, decisions of courts, ordinances, rules, codes, orders, decrees, directives, guidelines, permits or permit conditions, currently existing and as amended, enacted, issued or adopted in the future which are or become applicable to Tenant, the Premises, the Building or the Common Areas.

22.2 Landlord Indemnity

Landlord shall indemnify, protect, defend (by counsel acceptable to Tenant) and hold harmless Tenant from and against any and all claims, judgments, causes of action, damage, penalties, fines, taxes, costs, liabilities, losses and expenses arising at any time during or after the Term as a result (directly or indirectly) of, or in connection with, the presence of Hazardous Materials on, under or about the Premises, Building or Common Areas or other violation of laws relating to Hazardous Materials caused by Landlord. This indemnity shall include, without

limitation, the cost of any required or necessary repair, cleanup or detoxification, and the preparation and implementation of any closure, monitoring or other required plans, as such action is required by local or state laws or any governmental agency. Landlord shall promptly deliver to Tenant a copy of any notice received from any governmental agency during the Term of this Lease concerning the presence of Hazardous Materials in the Building or the Premises. Landlord's obligations pursuant to the foregoing indemnity shall survive the expiration or termination of this Lease. A default by Landlord under this Section shall constitute a material default under this Lease.

23. ESTOPPEL CERTIFICATES

Tenant shall, within 30 business days after written request of Landlord, execute, acknowledge and deliver to Landlord or its designee a written statement in the form of Exhibit F attached hereto (properly completed) but shall have no other obligation to deliver any other form of estoppel certificate. It is intended that any such statement delivered pursuant to this Section may be relied upon by a prospective purchaser of Landlord's interest in the Premises or a holder of any mortgage upon Landlord's interest in the Premises.

24. TENANT IMPROVEMENTS

Upon approval of this Lease by the Board of Supervisors and full execution of this lease by both parties, Landlord shall construct the Tenant Improvements in the manner set forth in Landlord's Work Letter (Exhibit I).

25. LIENS

Tenant shall keep its interest in this Lease and the Premises free from any liens arising out of any work performed or materials ordered or obligations incurred by Tenant. Landlord shall keep its interest in this Lease and the Premises free from any liens which would impair the interest of Tenant hereunder and hereby indemnifies and holds Tenant harmless from any liability or loss from any such lien.

26. SUBORDINATION AND MORTGAGES

26.1 Subordination and Non-Disturbance

Tenant agrees, at Landlord's option, to subordinate this Lease to the lien of any mortgages or deeds of trust now or hereafter in force against the Building; provided, however, Tenant's obligation to subordinate this Lease is expressly conditioned upon Tenant receiving a written agreement in the form of Exhibit E attached hereto and provided further that no such subordination shall affect any option to extend the Term of this Lease, right of first offer to lease additional premises, option to purchase, or right of first offer to purchase the Property included herein.

26.2 Existing Deeds of Trust

The beneficiary under any existing deed of trust affecting the Building shall provide a written agreement to Tenant in the form of Exhibit E attached hereto, within 30 days after the execution of this Lease.

26.3 Notice of Default

If any mortgagee or beneficiary under a deed of trust affecting the Property gives written notice of its name and address to Tenant by registered mail and requests copies of any notice of default that Tenant serves upon Landlord, Tenant agrees to use its best efforts (but without liability for failure to do so) to give such mortgagee or beneficiary a copy of any notice of default that Tenant serves upon Landlord which could permit Tenant to terminate this Lease, along with an additional ten days within which to cure such default.

27. SURRENDER OF POSSESSION

Subject to casualty, at the expiration of the Term of this Lease, whether by lapse of time or otherwise, Tenant shall promptly and peacefully surrender the Premises to Landlord in a "broom-clean" condition. Tenant shall remove, at its own expense, all fixtures, equipment and all other personal property placed or installed in or upon the Premises by Tenant, or under its authority (including any modular furniture), unless Tenant is not required to remove Alterations subject to Section 17.2.

28. SIGNAGE

Tenant shall be allowed building standard signage on the directory located in the ground floor lobby of the Building and elevator lobbies of the floors of the Premises and suite signage, all of which shall be at Landlord's expense. Tenant shall have the right to install, at Landlord's sole cost and expense, up to two (2) lines per 1,000 rentable square feet of the Premises on the Building's directory board in the main lobby of the Building. Tenant shall be permitted to install signs at the Premises that conform with any and all applicable laws and ordinances.

29. QUIET ENJOYMENT

So long as Tenant is not in default hereunder, Tenant shall have the right to the peaceful and quiet enjoyment and possession of the Premises and the Common Areas during the Term of this Lease, subject to the terms and conditions of this Lease.

30. GENERAL

30.1 Headings

Titles to Sections of this Lease are not a part of this Lease and shall have no effect upon the construction or interpretation of any part hereof.

30.2 Successors and Assigns

All of the covenants, agreements, terms and conditions contained in this Lease shall inure to and be binding upon the Landlord and Tenant and their respective successors and assigns.

30.3 Brokers

Landlord and Tenant each represent and warrant to each other that it has not engaged any broker, finder or other person who would be entitled to any commission or fees in respect of the negotiation, execution or delivery of this Lease

other than as disclosed to the other in writing and shall indemnify and hold harmless each other against any loss, cost, liability or expense incurred by the other party as a result of any claim asserted by any such broker, finder or other person on the basis of any arrangements or agreements made or alleged to have been made in variance with this representation. Tenant shall receive from Landlord or Landlord's broker, within ten days after the execution of this Lease, an amount equal to 25% of all commissions due to Landlord's broker as a result of the execution of this Lease, and an additional amount equal to 25% of all commissions due to Landlord's broker as a result of the execution of this Lease within ten days after Tenant has taken possession of the Premises, as set forth in a separate written agreement between Landlord and Landlord's broker, a copy of which has been delivered by Landlord to Tenant prior to the execution of this Lease.

30.4 Entire Agreement

This Lease (including all exhibits hereto) is the final and complete expression of Landlord and Tenant relating in any manner to the leasing, use and occupancy of the Premises, to Tenant's use of the Building and other matters set forth in this Lease. No prior agreements or understanding pertaining to the same shall be valid or of any force or effect, and the covenants and agreements of this Lease shall not be altered, modified or added to except in writing signed by both Landlord and Tenant.

30.5 Severability

Any provision of this Lease which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision hereof, and the remaining provisions hereof shall nevertheless remain in full force and effect.

30.6 Notices

The parties shall give all notices in writing by (i) personal delivery, (ii) national-recognized, next-day courier service, or (iii) first-class registered or certified mail, postage prepaid, to the Landlord's Address for Notice and Tenant's Address for Notice as set forth in Section 1.1. Without limiting the generality of the foregoing, Landlord's notices to Tenant shall not be effective if they are delivered to the Premises or to another address that is not set forth in Section 1.1(b) hereof. Any notice given under this Lease shall be deemed effective upon the date of delivery (whether accepted or refused), which, for certified mail and courier service, shall be established by U.S. Post Office return receipt or the courier's proof of delivery, respectively.

30.7 Governing Law and Venue

This Lease shall be governed by and construed in accordance with the internal laws of the State of California. Any litigation with respect to this Lease shall be conducted in the County of Los Angeles, State of California.

30.8 Waivers

No waiver by Landlord or Tenant of any provision hereof shall be deemed a waiver of any other provision hereof or of any subsequent breach by Landlord or Tenant

of the same or any other provision. Landlord's or Tenant's consent to or approval of any act shall not be deemed to render unnecessary the obtaining of Landlord's or Tenant's consent to or approval of any subsequent act by Landlord or Tenant.

30.9 Time of Essence

Time is of the essence for the performance of all of the obligations specified hereunder.

30.10 Consent

Whenever any consent is required by Landlord or Tenant hereunder, such consent shall not be unreasonably withheld, conditioned or delayed and, unless otherwise specifically provided herein, shall be deemed granted if not refused within ten (10) business days after written request is made therefore, together with all necessary information.

30.11 Community Business Enterprises

Landlord shall complete and deliver to Tenant concurrently with the execution hereof a Community Business Enterprises form set forth as Exhibit G attached hereto.

30.12 Memorandum of Lease

If requested by Tenant, Landlord and Tenant shall execute and acknowledge a Memorandum of Lease in the form of Exhibit H attached hereto, which Memorandum may be recorded by Tenant in the Official Records of Los Angeles County.

30.13 Counterparts; Electronic Signatures

This Lease and any other documents necessary for the consummation of the transaction contemplated by this Lease may be executed in counterparts, including both counterparts that are executed on paper and counterparts that are in the form of electronic records and are executed electronically. An electronic signature means any electronic sound, symbol or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or e-mail electronic signatures. All executed counterparts shall constitute one agreement, and each counterpart shall be deemed an original. The parties hereby acknowledge and agree that electronic records and electronic signatures, as well as facsimile signatures, may be used in connection with the execution of this Lease and electronic signatures, facsimile signatures or signatures transmitted by electronic mail in so-called pdf format shall be legal and binding and shall have the same full force and effect as if a paper original of this Lease had been delivered had been signed using a handwritten signature. Landlord and Tenant (i) agree that an electronic signature, whether digital or encrypted, of a party to this Lease is intended to authenticate this writing and to have the same force and effect as a manual signature, (ii) intended to be bound by the signatures (whether original, faxed or electronic) on any document sent or delivered by facsimile or, electronic mail, or other electronic means, (iii) are aware that the other party will rely on such signatures, and (iv) hereby waive any defenses to the enforcement of the terms of this Lease based on the foregoing

forms of signature. If this Lease has been executed by electronic signature, all parties executing this document are expressly consenting under the United States Federal Electronic Signatures in Global and National Commerce Act of 2000 ("E-SIGN") and California Uniform Electronic Transactions Act ("UETA")(Cal. Civ. Code § 1633.1, et seq.), that a signature by fax, email or other electronic means shall constitute an Electronic Signature to an Electronic Record under both E-SIGN and UETA with respect to this specific transaction.

31. AUTHORITY

Only the County's Board of Supervisors ("Board of Supervisors") has the authority, by formally approving and/or executing this Lease, to bind Tenant to the terms included herein. Landlord understands that no material terms of this Lease may be altered or deleted, nor may any new material terms be added to this Lease, without the express written approval of the Board of Supervisors, either through an amendment to the Lease or by other formal board action. No County officer, employee, agent or independent contractor has any authority to alter, add or delete the material terms of this Lease, and Landlord may not rely upon any representations to the contrary. This limitation of authority applies to all material terms of the Lease including, without limitation, any monetary ceiling established for Tenant Improvements or other project costs of Landlord which are subject to reimbursement by Tenant. Tenant shall not reimburse Landlord for any expenses which exceed this ceiling. Notwithstanding the foregoing, the Chief Executive Office of the County (the "Chief Executive Office") may take any administrative act on behalf of Tenant hereunder which does not have the effect of increasing Base Rent or other financial obligations of Tenant under this Lease, including without limitation, granting any approvals, terminating this Lease in the manner provided herein by an early termination notice or otherwise, signing estoppel certificates, signing the Commencement Date Memorandum and Confirmation of Lease Terms or subordinating this Lease. Each individual executing this Lease on behalf of Landlord represents and warrants that he or she is duly authorized to execute and deliver this Lease on behalf of Landlord, and that this Lease is binding upon Landlord in accordance with its terms.

32. ACKNOWLEDGEMENT BY LANDLORD

Landlord acknowledges that it is aware of the following provisions:

32.1 Consideration of GAIN Program Participants

Should Landlord require additional or replacement personnel after the effective date of this Lease, Landlord shall give consideration for any such employment openings to participants in the County Department of Public Social Services' Greater Avenues for Independence ("GAIN") Program who meet Landlord's minimum qualifications for the open position. The County will refer GAIN participants by job category to Landlord.

32.2 Solicitation of Consideration

It is improper for any County officer, employee or agent to solicit consideration in any form from a landlord. A landlord shall not offer or give, either directly or through an intermediary, consideration in any form to a County officer, employee or agent who has had any involvement in the procurement, negotiation, consummation, administration or management of a lease.

Landlord shall immediately report any attempt by a County officer, employee or agent to solicit such improper consideration. The report shall be made to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

Landlord hereby represents and warrants that it has not provided, and will not provide, any financial benefits to any County official, employee or agent who has had any involvement in the procurement, negotiation, consummation, administration or management of this Lease. Landlord hereby agrees that if it violates any of the terms of this Section 32.2, then the County may declare this Lease null and void, and the County reserves the right to exercise any and all other remedies available under applicable law.

32.3 Landlord Assignment

- (a) Landlord may assign, transfer, mortgage, hypothecate or encumber Landlord's right, title and interest in and to this Lease or any portion thereof (including the right to receive rental payments but excluding its duties and obligations hereunder), and Landlord may execute any and all instruments providing for the payment of Base Rent directly to an assignee or transferee, but only if the conditions set forth in this Section are met.
- (b) Any document or agreement purporting to assign, transfer, mortgage, hypothecate or encumber Landlord's right, title and interest in and to this Lease, or any portion thereof, as security for the Landlord's obligation to repay any monetary obligation, is hereinafter referred to as a "Security Agreement." Any Security Agreement which is executed without full compliance with the requirements of this Section shall be void.
- (c) Each assignee or transferee under the Security Agreement shall certify and agree in writing that such assignee or transferee has read and is familiar with the requirements of Sections 5950-5955 of California Government Code, which prohibits the offer or sale of any security constituting a fractional interest in this Lease or any portion thereof, without the prior written consent of the Tenant. Notwithstanding the foregoing, the Tenant hereby acknowledges and agrees that Landlord shall have the right to encumber the Property with CMBS (commercial mortgage backed securities) financing or other traditional real estate financing. However, Landlord may not encumber the Property through any type of bond financing vehicle, including but not limited to certificate of participation financing.
- (d) Violation by Landlord of the provisions of Section 5951 of the California Government Code will constitute a material breach of this Lease, upon which the Tenant may impose damages in an amount equal to the greater of \$500,000 or 10% of the aggregate principal portion of all rental payments payable by the Tenant during the entire Term of this Lease, it being expressly agreed that the aforesaid amount shall be imposed as liquidated damages, and not as a forfeiture or penalty. It is further specifically agreed that the aforesaid amount is presumed to be the amount of damages sustained by reason of any such violation, because from the circumstances and nature of the violation it would be impracticable and extremely difficult

to fix actual damages. In addition, the Tenant may exercise or pursue any other right or remedy it may have under this Lease or applicable law.

- (e) Landlord shall give Tenant written notice and a copy of each and every assignment, transfer, hypothecation or encumbrance of Landlord's interest in this Lease and any instrument relating thereto (including, but not limited to, instruments providing for the payment of Base Rent directly to an assignee or transferee) at least thirty (30) days prior to the effective date thereof.
- (f) Landlord shall not furnish any information concerning Tenant or the subject matter of this Lease (including, but not limited to, offering memoranda, financial statements, economic and demographic information, and legal opinions rendered by the office of counsel for the Tenant) to any person or entity, except with Tenant's prior written consent. Landlord shall indemnify, defend and hold Tenant and its officers, agents and employees harmless from and against all claims and liability alleged to arise from the inaccuracy or incompleteness of any information furnished by Landlord in violation of this Section 32.3.
- (g) The provisions of this Section 32.3 shall be binding upon and applicable to the parties hereto and their respective successors and assigns. Whenever in this Section Landlord is referred to, such reference shall be deemed to include Landlord's successors or assigns, and all covenants and agreements by or on behalf of Landlord herein shall bind and apply to Landlord's successors and assigns, whether so expressed or not.

32.4 Smoking in County Facilities.

The Surgeon General of the United States has concluded that passive smoke exposure is the third leading cause of preventable death in the United States. The United States Environmental Protection Agency has found second-hand smoke to be a known carcinogen. It is recognized that the County has a responsibility to establish, maintain and promote a healthful and safe working environment and to reduce health and safety risks of its employees and the public at large. Tobacco smoke is a hazard to the health of County employees and the general public and represents an annoyance which should be regulated and banned in all county facilities to the end that air quality in all such facilities be improved for the preservation and improvement of the health of all County employees and the public. Therefore, to the greatest extent possible, the rights and comfort of all employees shall be respected. Reasonable effort shall be made to provide smokers a place to smoke in areas open to the sky or otherwise located outside County facilities and, except as provided under Los Angeles County, California - Code of Ordinances Chapter 2.126 ("LAMC 2.126"), all portions of County-owned facilities and all portions of facilities leased by or from the County, which areas are not open to the sky, shall be designated as "no smoking" areas. Smoking, including the use of electronic smoking devices, shall be prohibited in the following areas of County facilities: (1) Within 50 feet of any operable entry or exit door or operable window of any County building and within 25 feet of any access ramp or handicap path; (2) Within any County parking lot, parking structure, or parking garage, whether enclosed or open to the sky; or (3) Within any driving range and eating area, including outdoor eating areas, of any County golf course.

International no-smoking signs and other appropriate signs which designate no-smoking areas shall be clearly, sufficiently and conspicuously posted in every room, building or other place so covered by LAMC 2.126. The manner of such posting, including the wording, size, color and place of posting, whether on the walls, doors, tables, counters, stands or elsewhere, shall be at the discretion of the building proprietor so long as clarity, sufficiency and conspicuousness are apparent in communicating the intent. (Los Angeles County, California - Code of Ordinances Chapter 2.126.)

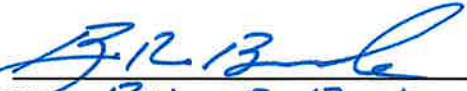
33. IRREVOCABLE OFFER

In consideration for the time and expense that Tenant will invest in this Lease, including but not limited to preliminary space planning, legal review, and preparation and noticing for presentation to the Tenant Real Estate Management Commission of Los Angeles County, as necessary, in reliance on Landlord's agreement to lease the Premises to Tenant under the terms of this Lease, Landlord irrevocably offers to enter into this Lease and not to revoke this offer until the Irrevocable Offer Expiration Date, as defined in Section 1.1.

IN WITNESS WHEREOF this Lease has been executed the day and year first set forth above.

LANDLORD:

NINOS I, L.P.,
a California limited partnership

By: 
Name: Brian R. Burke
Its: President of General Partner

TENANT:

COUNTY OF LOS ANGELES,
a body corporate and politic

FESIA A. DAVENPORT
Chief Executive Officer

By: _____
John T. Cooke
Assistant Chief Executive Officer

ATTEST:

DEAN C. LOGAN
Registrar-Recorder/County Clerk
of the County of Los Angeles

By: _____
Deputy

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

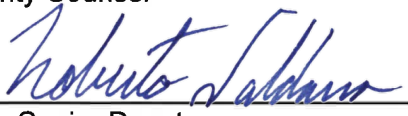
By: 
Senior Deputy

EXHIBIT A
FLOOR PLAN OF PREMISES

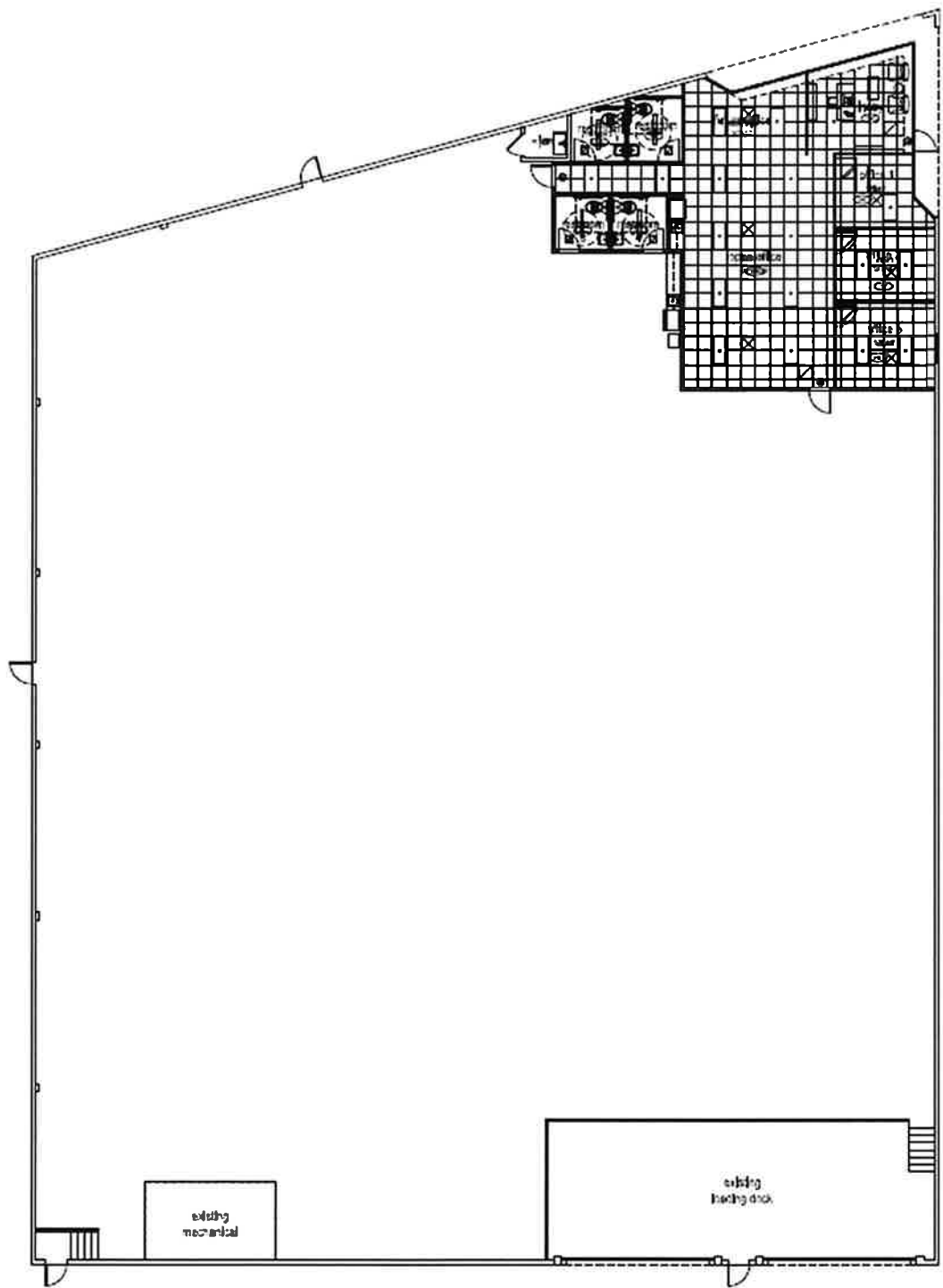


EXHIBIT B

COMMENCEMENT DATE MEMORANDUM AND CONFIRMATION OF LEASE TERMS

Reference is made to that certain Lease Agreement ("Lease") dated _____, 2023, between County of Los Angeles, a body corporate and politic ("Tenant"), and NINOS I, L.P., a California limited partnership ("Landlord"), whereby Landlord leased to Tenant and Tenant leased from Landlord certain premises in the building located at 4710 South Eastern Avenue, Bell, California 90201 ("Premises"),

Landlord and Tenant hereby acknowledge as follow:

- 4) Landlord delivered possession of the Premises to Tenant in a Substantially Complete condition on _____ ("Possession Date");
- 5) Tenant has accepted possession of the Premises and now occupies the same;
- 6) The Lease commenced on _____ ("Commencement Date");
- 7) The Premises contain _____ rentable square feet of space; and
- 8) Landlord has paid a commission in the amount of \$_____ to Tenant pursuant to Section 30.3 of the Lease.

[For clarification and the purpose of calculating future rental rate adjustments:

- 1) Base Rent per month is _____.
- 2) The Base Index month is _____.
- 3) The Base Index is _____.
- 4) The first New Index month is _____.]

IN WITNESS WHEREOF, this memorandum is executed this _____ day of _____,
2023.

Tenant:

Landlord:

COUNTY OF LOS ANGELES,
a body corporate and politic

NINOS I, L.P.,
a California limited partnership

By: _____
Name _____
Its _____

By: _____
Name _____
Its _____

EXHIBIT C

HEATING, VENTILATION AND AIR CONDITIONING

Landlord shall supply cooling, ventilating and heating with capacity to produce the following results within the office area of the Premises effective during Tenant's Hours of Operation established by the Lease and within tolerances normal in comparable office buildings; maintenance of inside space conditions of not greater than 78 degrees Fahrenheit when the outside air temperature is not more than 93 degrees Fahrenheit dry bulb and 70 degrees Fahrenheit wet bulb, and not less than 70 degrees Fahrenheit when the outside air temperature is not lower than 42 degrees Fahrenheit dry bulb. Interior space is designated at a rate of one zone for approximately each 1,000 square feet and one diffuser for each 200 square feet of usable/net square footage within the office area of the Premises. If energy requirements prohibit Landlord from complying with these requirements, Tenant shall not unreasonably withhold its consent to temporary waivers or modifications.

EXHIBIT D

INTENTIONALLY OMITTED

EXHIBIT E

**SUBORDINATION, NON-DISTURBANCE
AND ATTORNMENT AGREEMENT**

**RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:**

**County of Los Angeles
Chief Executive Office
Real Estate Division
320 W. Temple Street, 7th Floor
Los Angeles, California 90012**

)
)
)
)
)
)
)

Space above for Recorder's Use

**SUBORDINATION, NON-DISTURBANCE
AND ATTORNMENT AGREEMENT**

NOTICE: THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT RESULTS IN YOUR LEASEHOLD ESTATE BECOMING SUBJECT TO AND OF LOWER PRIORITY THAN THE LIEN OF SOME OTHER OR LATER SECURITY INSTRUMENT.

This Subordination, Non-disturbance and Attornment Agreement ("Agreement") is entered into as of the ____ day of _____, 20__ by and among COUNTY OF LOS ANGELES, a body corporate and politic ("Tenant"), [*Insert name of Landlord*], ("Borrower") and [*Insert name of Lender*], ("Lender").

Factual Background

A. Borrower owns certain real property more particularly described in the attached Exhibit A. The term "Property" herein means that real property together with all improvements (the "Improvements") located on it.

B. Lender has made or agreed to make a loan to Borrower. The Loan is or will be secured by a deed of trust or mortgage encumbering the Property (the "Deed of Trust").

C. Tenant and Borrower (as "Landlord") entered into a lease dated _____ (the "Lease") under which Borrower leased to Tenant a portion of the Improvements located within the Property and more particularly described in the Lease (the "Premises").

D. Tenant is willing to agree to subordinate certain of Tenant's rights under the Lease to the lien of the Deed of Trust and to attorn to Lender on the terms and conditions of this Agreement. Tenant is willing to agree to such subordination and attornment and other conditions, provided that Lender agrees to a non-disturbance provision, all as set forth more fully below.

Agreement

Therefore, the parties agree as follows:

1. Subordination. The lien of the Deed of Trust and all amendments, modifications and extensions thereto shall be and remain at all times a lien on the Property prior and superior to the Lease, except that if Tenant is granted any option to extend the Term of the Lease, right of first offer to lease additional premises or option to purchase the Property or right of first offer to purchase the Property in the Lease, such provisions shall not be affected or diminished by any such subordination.

2. Definitions of "Transfer of the Property" and "Purchaser". As used herein, the term "Transfer of the Property" means any transfer of Borrower's interest in the Property by foreclosure, trustee's sale or other action or proceeding for the enforcement of the Deed of Trust or by deed in lieu thereof. The term "Purchaser", as used herein, means any transferee, including Lender, of the interest of Borrower as a result of any such Transfer of the Property and also includes any and all successors and assigns, including Lender, of such transferee.

3. Non-disturbance. The enforcement of the Deed of Trust shall not terminate the Lease or disturb Tenant in the possession and use of the leasehold estate created thereby.

4. Attornment. Subject to Section 3 above, if any Transfer of the Property should occur, Tenant shall and hereby does attorn to Purchaser, including Lender if it should be the Purchaser, as the landlord under the Lease, and Tenant shall be bound to Purchaser under all of the terms, covenants and conditions of the Lease for the balance of the Lease term and any extensions or renewals of it which may then or later be in effect under any validly exercised extension or renewal option contained in the Lease, all with the same force and effect as if Purchaser had been the original landlord under the Lease. This attornment shall be effective and self-operative without the execution of any further instruments upon Purchaser's succeeding to the interest of the landlord under the Lease.

5. Lender Not Obligated. Lender, if it becomes the Purchaser or if it takes possession under the Deed of Trust, and any other Purchaser shall not:

(a) be liable for any damages or other relief attributable to any act or omission of any prior Landlord under the Lease, including Borrower, unless such act or omission continues after the date that Lender or Purchaser succeeds to the interest of such prior landlord; or

(b) be subject to any offset or defense not specifically provided for in the Lease which Tenant may have against any prior landlord under the Lease, unless resulting from a default or breach by such prior landlord which continues after Lender or Purchaser succeeds to the interest of such prior landlord; and provided that any offsets deducted by Tenant prior to the date that Lender or Purchaser succeeds to the interest of such prior landlord shall not be subject to challenge; or

(c) be bound by any prepayment by Tenant of more than one (1) month's installment of rent, unless the Lease expressly requires such prepayment; or

(d) be obligated for any security deposit not actually delivered to Purchaser; or

(e) be bound by any modification or amendment of or to the Lease which materially increases Landlord's obligations under the Lease or materially decreases Tenant's obligation under the Lease, unless Lender has approved such modification or amendment in writing, which approval shall not be unreasonably withheld, conditioned or delayed.

6. Notices. All notices given under this Agreement shall be in writing and shall be given by personal delivery, overnight receipted courier or by registered or certified United States mail, postage prepaid, sent to the party at its address appearing below. Notices shall be effective upon receipt (or on the date when proper delivery is refused). Addresses for notices may be changed by any party by notice to all other parties in accordance with this Section.

To Lender: _____

To Borrower: _____

To Tenant: County of Los Angeles
Chief Executive Office
Real Estate Division
320 W. Temple Street, 7th Floor
Los Angeles, California 90012
Attention: Director of Real Estate

7. Miscellaneous Provisions. This Agreement shall inure to the benefit of and be binding upon the parties and their respective successors and assigns. This Agreement is governed by the laws of the State of California without regard to the choice of law rules of that State.

TENANT: COUNTY OF LOS ANGELES,
a body corporate and politic

By: _____
Name: _____
Title: _____

BORROWER: *[Insert name of Landlord]*

By: _____
Name: _____
Title: _____

LENDER: *[Insert name of Lender],*

By: _____
Name: _____
Title: _____

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
) SS.
COUNTY OF _____)

On _____, before me, _____
Date Name And Title Of Officer (e.g. "Jane Doe, Notary Public")

personally appeared _____,
Name of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature (Seal)

EXHIBIT F

TENANT ESTOPPEL CERTIFICATE

To: [Insert name of party to rely on document]

Attn: _____

Re: Date of Certificate: _____
 Lease Dated: _____
 Current Landlord: _____
 Located at: _____
 Premises: _____
 Commencement Date of Term: _____
 Expiration Date: _____
 Current Rent: _____

County of Los Angeles ("Tenant") hereby certifies that, to its actual knowledge, as of the date hereof:

1. Tenant is the present holder of the tenant's interest under the lease described above, as it may be amended to date (the "Lease"). The Lease covers the premises described above (the "Premises") in the building (the "Building") at the address set forth above.

2. (a) A true, correct and complete copy of the Lease (including all modifications, amendments, supplements, side letters, addenda and riders of and to it) is attached to this Certificate as Exhibit A.

 (b) The current Rent is set forth above.

 (c) The term of the Lease commenced on the Commencement Date set forth above and will expire on the Expiration Date set forth above, including any presently exercised option or renewal term. Tenant has no option or right to renew, extend or cancel the Lease, or to lease additional space in the Premises or Building, or to use any parking other than that specified in the Lease.

 (d) Except as specified in the Lease, Tenant has no option or preferential right to purchase all or any part of the Premises (or the land of which the Premises are a part).

 (e) Tenant has made no agreement with Landlord or any agent, representative or employee of Landlord concerning free rent, partial rent, rebate of rental payments or any other similar rent concession except as expressly set forth in the Lease.

3. (a) The Lease constitutes the entire agreement between Tenant and Landlord with respect to the Premises, has not been modified changed, altered or amended, except as set forth in Exhibit A, and is in full force and effect. There are no other agreements, written or oral, which affect Tenant's occupancy of the Premises.

[(b) To the knowledge of Tenant, Tenant has not given Landlord written notice of a material default under the Lease which has not been cured.]

(c) Tenant's interest in the Lease has not been assigned or encumbered.

(d) Tenant is not entitled to any credit against any rent or other charge or rent concession under the Lease, except as set forth in the Lease.

(e) No rental payments have been made more than one (1) month in advance.

4. All contributions required to be paid by Landlord to date for improvements to the Premises have been paid in full, and all of Landlord's obligations with respect to tenant improvements have been fully performed, except: _____.

IN WITNESS WHEREOF, the Tenant has executed this Tenant Estoppel Certificate as of the day set forth above.

COUNTY OF LOS ANGELES,
a body corporate and politic

By: _____
Name: _____
Title: _____

EXHIBIT G

COMMUNITY BUSINESS ENTERPRISE FORM

INSTRUCTIONS: All Landlords shall submit this form on an annual basis on or before December 30th of each year of the term of this agreement as evidence of MBE/WBE participation. The information requested below is for statistical purposes only. The final analysis and consideration of the lease will be determined without regard to race, creed, color or gender. (Categories listed below are based on those described in 49 CFR Section 23.5)

I. Minority/Women Participation in Firm (Partners, Associate Partners, Managers, Staff, etc.)						
1. Firm Name: _____				3. Contact Person/Telephone Number: _____		
2. Address: _____						
				4. Total number of employees in the firm: _____		
5. Provide the number of all minority employees and women in each category.	Owners, Partners and Associate Partners		Managers		Staff	
	All O,P & AP	Women	All Managers	Women	All Staff	Women
Black/African American						
Hispanic/Latin American						
Asian American						
Portuguese American						
American Indian/Alaskan Native						
All Others						
II. PERCENTAGE OF MINORITY/WOMEN OWNERSHIP IN FIRM						
1. Type of Business Structure: (Corporation, Partnership, Sole Proprietorship, Etc.) _____						
2. Total Number of Ownership/Partners, Etc.: _____			III. MINORITY/WOMEN-OWNED FIRM CERTIFICATION			
3. Provide the percentage of ownership in each	All Employee	Women	Is your firm currently certified as a minority owned business firm by the:			
Black/African American			State of California? <input type="checkbox"/> Yes <input type="checkbox"/> No			
Hispanic/Latin American			City of Los Angeles? <input type="checkbox"/> Yes <input type="checkbox"/> No			
Asian American			Federal Government? <input type="checkbox"/> Yes <input type="checkbox"/> No			
Portuguese American			Section D. OPTION TO PROVIDE REQUESTED INFORMATION <input type="checkbox"/> We do not wish to provide the information required in this form. Firm Name: _____ Signature/Title: _____ Date: _____			
American Indian/Alaskan Native						
All Others						

EXHIBIT H

MEMORANDUM OF LEASE

**RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:**

County of Los Angeles
Chief Executive Office
Real Estate Division
320 W. Temple Street, 7th Floor
Los Angeles, California 90012
Attention: Director of Real Estate

This document is recorded for the benefit of the County of Los Angeles and recording is exempt from recording fees pursuant to California Government Code Section 27383. This transaction is exempt from documentary transfer tax pursuant to California Revenue and Taxation Code Section 11922.

MEMORANDUM OF LEASE

This Memorandum of Lease ("Memorandum") is made and entered into by and between _____, a _____ (the "Landlord"), and the COUNTY OF LOS ANGELES, a public body corporate and politic, duly organized and existing under the laws of the State of California (the "Tenant"), who agree as follows:

Landlord and Tenant have entered into an unrecorded lease dated _____, 20__ (the "Lease") of certain real property located in the County of Los Angeles, State of California, described in Exhibit A attached hereto and incorporated herein by reference, for a term commencing on _____, 20__, and ending on a date _____ years after the commencement date, unless such term is extended or sooner terminated pursuant to the terms and conditions set forth in the Lease.

This Memorandum has been prepared for the purpose of giving notice of the Lease and of its terms, covenants, and conditions, and for no other purposes. The provisions of this Memorandum shall not in any way change or affect the provisions of the Lease, the terms of which remain in full force and effect.

Dated: _____, 20__.

LANDLORD:

NINOS I, L.P.,
a California limited partnership

By: _____
Its: _____

TENANT:

COUNTY OF LOS ANGELES,
a body corporate and politic

FESIA A. DAVENPORT
Chief Executive Officer

By: _____
John T. Cooke
Assistant Chief Executive Officer

ATTEST:

DEAN C. LOGAN
Registrar-Recorder/County Clerk
of the County of Los Angeles

By: _____
Deputy

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By: _____
Senior Deputy

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
) SS.
COUNTY OF _____)

On _____, before me,

_____ Date Name And Title Of Officer (e.g. "Jane Doe, Notary Public")

personally appeared _____,
Name of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature (Seal)

EXHIBIT I

LANDLORD'S WORK LETTER

Landlord will perform the following work, at its sole cost and expense and no additional charge to Tenant:

1. Data wall outlets conduit stub-ups to accessible T-bar plenum ceiling space. (conduit and junction boxes only)
2. Telecom backboard (specs to be provided later).
3. Telecom Ground Bus Bar (specs to be provided on the low voltage plan) grounded to main electrical ground. See Detail C.
4. Two (2)-QUAD NEMA 5-20R on dedicated circuits for data equipment.
5. One (1) 125V-20A on dedicated circuit hard-wired to Intrusion Alarm panel. (will run circuit but not tie into alarm)
6. Wireless Access Points conduit run to Telecom closet. (conduit only)
7. Intrusion Alarm door contacts and motion detectors conduit run to Telecom closet. (conduit and junction boxes only)
8. Alarm Keypad, Siren and Glass Break sensors conduit/j-boxes rough ins.
9. Two (2) 125V-20A convenience outlets in the Telecom Closet.
10. Conduit & j-boxes for the Flat TV as shown on Detail 2.

Tenant will perform the following work, at its sole cost and expense:

1. One (1) 3" conduit from the MPOE to the TELCO provided POC (Point of Connection) in the street (to be determined later by TELCO provider and ISD Network Engineer).
2. One (1) 3" conduit from the MPOE to the proposed Telecom closet.
3. Power/Data pole for modular furniture. conduit and junction boxes only
4. Two (2)-3" conduit sleeves for data & intrusion alarm cable homerun to the Telecom Closet.



GUILLERMO VIERA ROSA

Chief Probation Officer

COUNTY OF LOS ANGELES PROBATION DEPARTMENT

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



February 27, 2024

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

Dear Supervisors:

AUTHORIZATION TO ENTER INTO AGREEMENT WITH THE LOS ANGELES POLICE DEPARTMENT TO JOIN THE INTERNET CRIMES AGAINST CHILDREN TASK FORCE

(ALL SUPERVISORIAL DISTRICTS) (3-VOTES)

SUBJECT:

This is to request that your Board authorize the Chief Probation Officer to enter into agreement (Attachement) with the Los Angeles Police Department (LAPD) to join the Internet Crimes Against Children Task Force (ICAC).

IT IS RECOMMENDED THAT YOUR BOARD:

1. Authorize the Chief Probation Officer to enter into agreement (Attachement) with LAPD to join ICAC.
2. Delegate authority to the Chief Probation Officer to execute any agreements, amendments, related documents, or extensions with LAPD to continue participation in ICAC upon approval as to form by County Counsel.
3. Delegate authority to the Chief Probation Officer to execute any agreements with law enforcement agencies to participate in other collaborative efforts.

PURPOSE/JUSTIFICATION OF RECOMMENDATION

The LAPD is the recipient of a United States Department of Justice, Office of Juvenile Justice and Delinquency Prevention (OJJDP) grant to enforce laws regarding internet crimes against children. The LAPD utilizes this grant to administer and operate ICAC.

Approval of the recommend actions will allow the County of Los Angeles Probation Department (Probation) to participate and join ICAC to: (1) properly investigate and prosecute those who sexually

Rebuild Lives and Provide for Healthier and Safer Communities

exploit children using the internet and/or computers; (2) provide training and equipment to those involved in investigating and prosecuting ICAC; (3) provide community education regarding the prevention of crimes; and, (4) allow Probation to participate in future collaborative efforts with law enforcement agencies.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

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

FISCAL IMPACT/FINANCING

The proposed agreement is non-financial and has no fiscal impact.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The OJJDP created the ICAC Task Force Program, a national network of state and local law enforcement cybercrime units. The federal ICAC program assists state and local law enforcement agencies in developing an effective response to cyber enticement and child pornography cases. The program encompasses investigative and forensic components, training and technical assistance, victim services, and community education. Due to the technological aspects of these cases, the ICAC Task Force Program promotes a multi-jurisdictional, multi-agency team approach to investigating and prosecuting ICAC cases.

ICAC has access to state of the art training and technology that will make it easier and more efficient to quickly identify potential child pornography probationer violators and/or charge them with new crimes if appropriate.

IMPACT ON CURRENT SERVICES

The program will be mutually beneficial in that affiliate agencies are available to support Probation in suppression efforts to hold those accountable for sexuality exploit children. No other impact to services.

Respectfully submitted,

Guillermo Viera Rosa
Chief Probation Officer

GVR:TH:JK:sa

Enclosure

c: Executive Officer
County Counsel
Chief Executive Office



**MEMORANDUM OF AGREEMENT
BETWEEN
THE LOS ANGELES POLICE DEPARTMENT
INTERNET CRIMES AGAINST CHILDREN TASK FORCE
AND
THE LOS ANGELES COUNTY PROBATION DEPARTMENT**

I. PARTIES

This Memorandum of Agreement (MOA) is entered into by and between the Los Angeles Police Department (LAPD) and the Los Angeles County Probation Department (LACPD).

II. BACKGROUND

The LAPD is the recipient of a United States Department of Justice, Office of Juvenile Justice and Delinquency Prevention (OJJDP) grant to enforce laws regarding Internet Crimes Against Children (ICAC). The LAPD utilizes this grant to administer and operate the Los Angeles ICAC Task Force.

The OJJDP created the ICAC Task Force Program, a national network of state and local law enforcement cybercrime units. The federal ICAC program assists state and local law enforcement agencies in developing an effective response to cyber enticement and child pornography cases. The program encompasses investigative and forensic components, training and technical assistance, victim services, and community education. Due to the technological aspects of these cases, the ICAC Task Force Program promotes a multi-jurisdictional, multi-agency team approach to investigating and prosecuting ICAC cases.

The mission of the Los Angeles ICAC Task Force, therefore, is to: (1) properly investigate and prosecute those who sexually exploit children using the internet and/or computers; (2) provide training and equipment to those involved in investigating and prosecuting ICAC; and, (3) provide community education regarding the prevention of ICAC.

III. PURPOSE

The purpose of this MOA is to delineate the responsibilities and expectations of the LACPD and the LAPD, and to formalize their working relationship within the Los Angeles ICAC Task Force. By signing this MOA, the LACPD agrees to join the ICAC Task Force for the primary purpose of vigorously and properly investigating ICAC. By joining this Task Force, the LACPD will benefit from grant resources, joint operations, and extensive training opportunities. By entering this MOA, the Los Angeles ICAC Task Force will benefit from the LACPD's investigative support.

IV. INVESTIGATIONS

ICAC investigations will follow guidelines established by each agency's respective policy manual or guidelines, as well as by applicable federal and State law and/or local ordinance(s). However, ICAC investigations shall also be governed by the national ICAC program's Operational and Investigative Standards (attached). Violation of the ICAC operational standards by either party is cause for cancellation of this MOA. This MOA is not intended to infringe on the ongoing investigations of any other agency. It is agreed that unilateral acts on the part of employees involved in Task Force investigations are not in the best interest of the Task Force.

A. Los Angeles County Probation Department

Los Angeles County Probation Department may:

1. Use "authorized personnel" who themselves lack powers of arrest but have been authorized by their respective agency to participate in investigations and are being supervised by "sworn personnel." Each investigator involved with undercover operations must receive ICAC training prior to initiating proactive investigations and shall submit reports of all undercover activity to the OJJDP.
2. Conduct reactive investigations where subjects are associated within the LACPD's jurisdiction, including investigations of child pornography, CYBERTIP referrals from the National Center for Missing and Exploited Children, Internet Service Provider and law enforcement referrals, and other ICAC-related investigations. Additional case initiations may develop from subject interviews, documented public sources, direct observations of suspicious behavior, public complaints, etc.
3. Record and document all undercover online activity. Any deviations from this policy due to unusual circumstances shall be documented in the relevant case file and reviewed by the ICAC Task Force Unit Commander.
4. Provide the Los Angeles ICAC Task Force with access to all ICAC investigative files, including, without limitation, computer records, in order to ensure compliance with all national ICAC standards for a period of no less than three years.

5. Locate its ICAC investigators in a secured space provided by the LACPD with controlled access to all equipment, software, and investigative files. At a minimum, information should be maintained in locked cabinets and controlled by the LACPD ICAC Task Force personnel, with restricted access to authorized personnel only.
6. Conduct education and prevention programs to foster awareness of internet child safety, and to provide practical, relevant guidance to children, parents, educators, librarians, the business and law enforcement communities, and other individuals concerned about internet child safety. issues. Presenters shall not discuss ongoing investigative techniques and undercover operations utilized by the ICAC Task Force in the education and prevention programs.

V. SUPERVISION

The LACPD will be responsible for the day-to-day operational supervision, administrative control, and personal and professional conduct of its officers and agents assigned to the Task Force. Internet Crimes Against Children investigations are a cooperative effort, and investigative decisions will be a joint process guided by ICAC standards.

VI. JURISDICTION

The principal sites of task force activity will be within the jurisdictional areas of the respective member law enforcement agencies. Nothing in this agreement shall otherwise limit or enhance the jurisdiction and powers normally possessed by a LACPD employee as a member of the LACPD.

VII. EVIDENCE

Seized evidence and any other related forfeiture will be handled in a manner consistent with the seizing law enforcement agency's policies, subject to applicable State and federal law and/or local ordinance(s).

VIII. LIABILITY

The LACPD is responsible and liable for the acts and omissions of its own officers, agents, or employees in connection with the performance of their official duties under this MOA. For tort liability purposes, no participating agency shall be considered the agent of other participating agencies. Each participating agency shall be liable (if at all) only for the torts of its own officers, agents, or employees that occur within the scope of their official duties.

IX. REPORTING STATISTICS

Using a form provided by the Los Angeles ICAC Task Force, the LACPD shall submit monthly statistics to the Task Force on all ICAC investigations or other investigative work pertaining to the sexual exploitation of children via the Internet. These statistics shall be submitted in the appropriate format by the 10th day of each month and shall include data on all related investigations opened or closed during the month, as well as forensic examinations, technical/investigative assistance provided to other agencies, subpoenas, and court orders issued, training hours attended and taught, and community outreach provided.

In addition, a breakdown of basic case data shall be included for each sexual exploitation of a minor (child pornography) case and/or criminal solicitation of a minor (enticement/traveler) case investigated by the LACPD. The Task Force will be responsible for all required reporting to the OJJDP.

X. RECORD RETENTION AND ACCESS

Records pertinent to the award that the LACPD must retain for a period of three years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies, and to which the recipient (and any subrecipient ["subgrantee"] at any tier) must provide access, and include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 Code of Federal Regulations (C.F.R.) 200.333.

XI. COMPLIANCE WITH DOJ REGULATIONS PERTAINING TO CIVIL RIGHTS AND NONDISCRIMINATION - 28 C.F.R. Part 38

The recipient and any subrecipient ("subgrantee") at any tier must comply with all applicable requirements of 28 C.F.R. Part 38 (as may be applicable from time to time), specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Currently, among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination based on religion, a religious belief, a refusal to hold a religious belief, or a refusal to attend or participate in a religious practice. Part 38, currently, also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of 28 C.F.R. Part 38 is available via the Electronic Code of Federal Regulations (e-CFR) (currently accessible at <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>) by browsing Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.

XII. TRAINING

The LACPD shall make investigators designated as Task Force members available for applicable specialized training provided through the national ICAC program and other appropriate training programs. The Task Force will review training requests and provide funding for ICAC-approved training when appropriate.

XIII. PARTICIPATING AGENCY OBLIGATIONS AND CIVIL IMMIGRATION ENFORCEMENT

The LACPD, as a local law enforcement agency, is responsible for enforcing state and local criminal laws. It is neither authorized nor responsible for the enforcement of civil immigration laws or regulations.

The Congress of the United States has vested the United States Immigration and Customs Enforcement and the United States Customs and Border Protection with the legal authority and responsibility for enforcing civil immigration laws, including status violations and removal proceedings. Therefore, Task Force personnel must abide by the limitations in legal authority and responsibility for enforcing federal civil immigration laws.

The California Values Act or Senate Bill 54, other state laws, and each agency's existing policies and practices provide procedural protections to ensure that each agency's personnel do not go beyond existing legal authorities or contradict the agency's steadfast commitment to community and constitutional policing principles.

XIV. EQUIPMENT

The Los Angeles ICAC Task Force will provide participating agency personnel with necessary ICAC assets, including supplies, investigative equipment, communication equipment, and technical equipment for all ICAC-related activities. Such assets, supplies, and equipment shall remain the property of ICAC and will be funded from the program's operating budget.

XV. CONFIDENTIALITY

The parties agree that any confidential information pertaining to investigations of ICAC will be held in the strictest confidence and will only be shared with participating ICAC Task Force members or other law enforcement agencies where necessary or as otherwise permitted by federal and/or state law.

EFFECTIVE DATE

This MOA shall be effective on the date of the final signature of the parties and continue until such time as federal funding for the grant ends or the MOA is canceled by either party upon written notice delivered to both agency directors.

MICHEL R. MOORE
Chief of Police
Los Angeles Police Department

DATE: _____

GUILLERMO VIERA ROSA
Chief Probation Officer
Los Angeles County Probation Department

DATE: _____

APPROVED AS TO FORM:

DAWYN HARRISON
County Counsel

By _____
JASON C. CARNEVALE
Deputy County Counsel

BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	2/14/2024	
BOARD MEETING DATE	2/27/2024	
SUPERVISORIAL DISTRICT AFFECTED	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input type="checkbox"/> 4 th <input type="checkbox"/> 5 th	
DEPARTMENT(S)	Los Angeles County District Attorney's Office	
SUBJECT	Approval to utilize the County's Information Technology Infrastructure Fund (ITF) for the implementation of a Victim Claims Mobile Services Project and approve appropriation adjustment for Fiscal Year 2023-2024	
PROGRAM	LADA Victim Services	
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
	If Yes, please explain why:	
DEADLINES/ TIME CONSTRAINTS	N/A	
COST & FUNDING	Total cost: \$295,000	Funding source: ITIB
	TERMS (if applicable):	
	Explanation:	
PURPOSE OF REQUEST	Approve and authorize the use of \$295,000 in one-time funding from the ITF to acquire and implement a Victim Claims mobile services solution. Approve a Fiscal Year 2023-2024 appropriation adjustment in the ITF to reallocate \$295,000 from Services and Supplies to Other Financing Uses, and to increase the DA's Other Charges budget.	
BACKGROUND (include internal/external issues that may exist including any related motions)	The LADA submitted a proposal for a mobile website to provide a way for victims of crime to more efficiently submit and track expense reimbursement documentation to enable quicker receipt of reimbursement. These documents are currently provided primarily by postal mail taking up to 30 to 90 days.	
EQUITY INDEX OR LENS WAS UTILIZED	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:	
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please state which one(s) and explain how: LACO Strategic Plan Goal No. 1, Make Investments that Transform Lives: Aggressively address society's most complicated social, health, and public safety challenges, as well as Goal No. 3, Realize Tomorrow's Government Today: Be an innovative, flexible, effective, and transparent partner focused on public service and advancing the common good.	
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: LADA CIO Brian Cosgrove, (213) 344-2452, BCosgrove@da.lacounty.gov	



GEORGE GASCÓN
LOS ANGELES COUNTY DISTRICT ATTORNEY

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

February 27, 2024

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

Dear Supervisors:

**APPROVAL TO UTILIZE THE COUNTY'S INFORMATION TECHNOLOGY
INFRASTRUCTURE FUND FOR THE IMPLEMENTATION OF A VICTIM CLAIMS
MOBILE SERVICES PROJECT AND APPROVE APPROPRIATION ADJUSTMENT FOR
FISCAL YEAR 2023-24
(ALL SUPERVISORIAL DISTRICTS) (4-VOTES)**

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

SUBJECT

The Los Angeles County (County) District Attorney (DA) is requesting Board approval of an appropriation adjustment and authorization to utilize \$295,000 in one-time funding from the County's Information Technology Infrastructure Fund (ITF) to acquire and implement a Victim Claims mobile services solution.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and authorize the use of \$295,000 in one-time funding from the Information Technology Infrastructure Fund to acquire and implement a Victim Claims mobile services solution.
2. Approve a Fiscal Year 2023-24 appropriation adjustment in the Information Technology Infrastructure Fund to reallocate \$295,000 from Services and Supplies to Other Financing Uses, and to increase the District Attorney's Other Charges budget.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

As part of the County's Enterprise Information Technology (IT) Strategic Plan, five (5) teams were created to assist with the furtherance of each IT strategic goal. The Mobility goal team worked with County departments to identify public-facing processes or transactions that are

currently manual and submit a proposal to transform them into a mobile/digital service. The DA submitted a proposal for a mobile website to provide a way for victims of crime to more efficiently submit and track expense reimbursement documentation to enable quicker receipt of reimbursement. When a person becomes a crime victim, they may be entitled to certain reimbursement through the California Victim Compensation Board. This may include reimbursement for relocation, funeral & burial expense, medical and dental bills, and mental health treatment. Documentation is required to support claims, and these documents are currently provided primarily by postal mail to the DA's Claims Verification Unit. Reimbursement can currently take 30 to 90 days. Allowing digital submission of such documents via a mobile service would speed the process for assisting victims/claimants and facilitate a quicker recovery.

The Mobility goal team chose the DA's submission as one of the efforts that it supports for assistance. The DA subsequently presented the project and its business case to the Information Technology Investment Board (ITIB) and received commitment for the requested funding.

Implementation of Strategic Plan Goals

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

FISCAL IMPACT/FINANCING

The ITF was established to fund Countywide or multi-departmental technology projects that improve the delivery of services to the public, generate operational improvements to one or more departments or programs, and improve inter-departmental or inter-agency collaboration.

The estimated one-time cost of services provided by the to-be-determined vendor is not to exceed \$295,000. The County's IT Investment Board approved using the ITF to pay for these services. In addition, approval of appropriation adjustment is requested to reallocate \$295,000 in the Information Technology Infrastructure Fund from Services and Supplies to Other Financing Uses, and to increase the District Attorney's Other Charges budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

There are no legal requirements or prohibitions to this recommended action.

At the recommendation of the Chief Information Officer (CIO), ITIB has approved this request recognizing the value that the solution will provide to victims of crime. Because the Office of the CIO reviewed and approved the business case for this project and the ITIB approved the request, no formal CIO Analysis is required.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The Victim Claims Mobile Services project will have a positive impact on victims of crime seeking reimbursement of expenses incurred, as it will allow for easier submissions and improved vetting of them, leading to faster reimbursement times.

PURCHASING PROCESS

The acquisition of the Department's Victim Claims project-related components falls under the statutory authority of the County Purchasing Authority and will be accomplished in accordance with the County's purchasing policies and procedures.

CONCLUSION

Following Board approval, the Executive Officer-Clerk of the Board is requested to return two (2) copies of the adopted Board Letter to Ms. Navjot Kaur, Administrative Deputy, District Attorney's Office, 211 W. Temple Street, Suite 200, Los Angeles, California 90012. Any questions may be directed to Mr. Brian Cosgrove, Departmental Chief Information Officer, at (213) 344-2452.

Respectfully submitted,

Reviewed By:

GEORGE GASCÓN
District Attorney

PETER LOO
Acting Chief Information Officer

bc

Attachments

The Honorable Board of Supervisors
February 27, 2024
Page 4

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

February 27, 2024

COUNTY OF LOS ANGELES

REQUEST FOR APPROPRIATION ADJUSTMENT

DEPARTMENT OF CHIEF EXECUTIVE OFFICER

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
4 - VOTES

SOURCES		USES	
INFORMATION TECHNOLOGY INFRASTRUCTURE FUND B16-AO-2000-40033 SERVICES & SUPPLIES DECREASE APPROPRIATION	295,000	INFORMATION TECHNOLOGY INFRASTRUCTURE FUND B16-AO-6100-40033 OTHER FINANCING USES INCREASE APPROPRIATION	295,000
DISTRICT ATTORNEY A01-DA-96-9911-14030 OPERATING TRANSFERS IN INCREASE REVENUE	295,000	DISTRICT ATTORNEY A01-DA-5500-14030 OTHER CHARGES INCREASE APPROPRIATION	295,000
SOURCES TOTAL	\$ 590,000	USES TOTAL	\$ 590,000

JUSTIFICATION

Reflects an appropriation adjustment in the Information Technology Infrastructure Fund to reallocate \$295,000 from Services and Supplies to Other Financing Uses, and to increase the District Attorney's Office Other Charges appropriation and revenue in the amount of \$295,000 to implement a Victim Claims mobile services solution.

Albert Navas

Digitally signed by Albert Navas
Date: 2024.01.18 17:38:41 -08'00'

AUTHORIZED SIGNATURE

ALBERT NAVAS, PRINCIPAL ANALYST CEO

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

REFERRED TO THE CHIEF
EXECUTIVE OFFICER FOR---

☐

ACTION

☐

RECOMMENDATION

AUDITOR-CONTROLLER

BY

B.A. NO. 089

DATE

☐

APPROVED AS REQUESTED

☐

APPROVED AS REVISED

CHIEF EXECUTIVE OFFICER

BY

DATE



COUNTYWIDE CRIMINAL JUSTICE COORDINATION COMMITTEE



February 27, 2024

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

Handwritten signature in blue ink

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

SUBJECT: Public Safety Realignment Implementation – February 2024 Update

Introduction

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

This update covers three of the PSRT's primary areas of focus since the August 2023 report to your Board:

- the development of AB 109 funding recommendations for referral to the Chief Executive Office (CEO);
- the preparation and submission of the annual Community Corrections Partnership (CCP) Survey response to the Board of State and Community Corrections (BSCC); and
- the preparation and submission of the 2024 CCP Plan update for your Board's approval.

Funding Recommendations

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

In 2023, PSRT submitted five funding recommendations to the CEO for consideration in the supplemental budget process. Each recommendation was included in the CEO's prepared supplemental budget and was ultimately approved by your Board. The recommendations included:

- \$3,092,000 in ongoing funding to sustain Breaking Barriers program beds and enable a state funding match (Justice, Care, and Opportunities Department)

- \$1,200,000 in ongoing funding and \$620,000 in one-time carryover funding for permanent implementation of the Career Center at Century Regional Detention Facility (Department of Economic Opportunity)
- \$2,600,000 in ongoing funding for the Skid Row Health Hub (Office of Diversion and Reentry). Combined with a \$2,700,000 redirect from ODR's Sobering Centers program, this will fully fund ongoing costs for a network of harm reduction and service centers.
- \$3,251,000 in ongoing funding for expansion of the Psychiatric Social Worker program (Alternate Public Defender's Office and Public Defender's Office)
- \$3,065,425 in one-time funding to expand holistic advocacy services (Public Defender's Office)

January 2024 Update – Community Corrections Partnership Survey Response

Each year, the BSCC conducts a survey of counties' CCPs. The survey response prepared by PSRT and implementing agencies provides a comprehensive summary of realignment implementation; identifies key issues in the areas of supervision, custody, and rehabilitative/treatment services; and provides system-wide goals developed by the PSRT for the current fiscal year.

The attached CCP survey response was submitted to the BSCC in December 2023 (Attachment A). As a required component of the annual survey, the [2023 CCP plan](#) that was approved by the Board of Supervisors in February 2023 was also provided to the BSCC with this submission.

2024 Community Corrections Partnership Plan

Finally, the PSRT is submitting the 2024 CCP Plan update (Attachment B) and requesting approval by your Board.

The 2024 CCP Plan includes:

1. The revised CCP Plan framework approved by the PSRT in June 2021 and by the Board of Supervisors in August 2021. This remains the core, guiding framework for AB 109 implementation. (Note: PSRT revised the framework in January 2024 to reference accurately those programs that are now overseen by the Justice, Care, and Opportunities Department (JCOD), which had not yet been established in 2021.)
2. The Fiscal Year 2023-24 AB 109 budget approved by the Board of Supervisors on October 3, 2023.
3. Updated Goals, Objectives, and Outcome Measures developed by the PSRT and submitted to the BSCC in December 2023.
4. The roster of PSRT members and designated alternates.

Conclusion

The PSRT continues to meet regularly to review public safety realignment implementation in the County of Los Angeles and follow through with the direction provided from this Board.

Honorable Board of Supervisors
February 27, 2024
Page 3 of 3

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

Attachments
GVR:HW:MD:cm:sv

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

ATTACHMENT A:
FY 2023-2024 CCP Survey
Response to BSCC

FY 2023-24 Community Corrections Partnership Survey PART A – TEMPLATE ONLY

Part A of the Fiscal Year (FY) 2023-24 Community Corrections Partnership (CCP) Survey collects information about CCP Membership and implementation of the county's CCP plan. For detailed guidance on how to complete Part A of the CCP Survey, please refer to the [CCP Survey Data Reporting Guide](#).

Part A is divided into five (5) sections:

- Section 1: Respondent Information
- Section 2: CCP Membership
- Section 3: Goals, Objectives, and Outcome Measures
- Section 4: Types of Programming and Services
- Section 5: Optional Questions

When applicable, use **person-first language** and terminology that eliminates potential generalizations, assumptions, and stereotypes.

Responses to the CCP Survey shall represent the collective views of the CCP and not a single agency or individual.

SECTION 1: RESPONDENT INFORMATION

Section 1 asks questions related to the county for which survey responses are provided, the individual who is completing the survey, and who BSCC may contact for follow-up questions. There are three (3) questions in this section.

1. Please identify the county name for which this survey is being submitted: Los Angeles
2. Provide the contact information for the individual completing this survey in the spaces provided to the right of the list.

Survey Respondent Contact Information	
Name:	Chief Probation Officer Guillermo Viera Rosa
Organization:	Los Angeles County Probation Department
Email Address:	Guillermo.Viera@probation.lacounty.gov
Phone Number:	562-940-2501

3. Identify the individual who may be contacted for follow up questions. Check the appropriate box to the left of the list.

- ☐ Same as above
☒ Other (If "Other" is selected, provide contact information below)

Survey Follow-up Contact Information	
Name:	Mark Delgado

Organization:	Countywide Criminal Justice Coordination Committee (CCJCC)
Email Address:	mdelgado@ccjcc.lacounty.gov
Phone Number:	213-974-8399

SECTION 2: CCP MEMBERSHIP

Section 2 asks questions related to the CCP composition and meeting frequency. There are four (4) questions in this section.

4. CCP membership roles: Provide the name and organization of each individual fulfilling a membership role as of October 1, 2023 in the spaces to the right of each membership role.
- If a public membership role does not exist in the county, respond by indicating “not applicable.” This should only be used if the county does not have the specific position listed.
 - If a position exists in the county but the membership role is not filled in the CCP, respond by indicating “vacant.”
 - For county positions, one person may fill multiple roles.

Role	Name	Organization
Chief Probation Officer	Guillermo Viera Rosa	County Probation Dept.
Presiding Judge of the Superior Court or designee	Ricardo Ocampo, Supervising Judge of Criminal Division	Superior Court of California
County Supervisor or Chief Administrative Officer or a designee of the Board of Supervisors	Fesia Davenport	County Chief Executive Office
District Attorney	George Gascón	County District Attorney Office
Public Defender	Ricardo Garcia / Erika Anzoategui	Public Defender's Office / Alternate Public Defender's Office
Sheriff	Robert Luna	County Sheriff's Dept.
Chief of Police	Michel Moore / Scott Fairfield	Los Angeles Police Department / County Police Chiefs Association
Head of the County Department of Social Services	Jackie Contreras	Department of Public Social Services
Head of the County Department of Mental Health	Lisa Wong	Department of Mental Health
Head of the County Department of Employment	Kelly LoBianco	Department of Economic Opportunity
Head of the County Alcohol and Substance Abuse Programs	Gary Tsai	Department of Public Health, Substance

		Abuse Prevention and Control
Head of the County Office of Education	Debra Duardo	County Office of Education
A representative from a community-based organization with experience in successfully providing rehabilitative services to persons who have been convicted of a criminal offense	Troy Vaughn	Los Angeles Regional Reentry Partnership
An individual who represents the interests of victims	<p>Itzel Citlali Bonilla</p> <hr/> <p>*NOTE: The Los Angeles County CCP has additional members to those listed above:</p> <p>Christina Ghaly</p> <p>Clemens Hong</p> <p>D'Artagnan Scorza</p> <p>Judge Songhai Armstead (Ret.)</p> <p>Ivette Alé-Ferlito</p> <p>Bikila Ochoa</p> <p>Marisa Arrona</p>	<p>Healing Dialogue and Action</p> <p>Director, Department of Health Services</p> <p>Director, Office of Diversion and Reentry</p> <p>Executive Director, Anti-Racism, Diversity, and Inclusion Initiative</p> <p>Director, Justice, Care, and Opportunities Department</p> <p>Board of Supervisors Appointees:</p> <p>First Supervisorial District Appointee</p> <p>Second Supervisorial District Appointee</p> <p>Third Supervisorial District Appointee</p>

	Jose Osuna	Fourth Supervisorial District Appointee
	Josh McCurry	Fifth Supervisorial District Appointee

5. How often does the CCP meet? Check the appropriate box to the left of the list. Select the **one/single** option that best describes the CCP's **regular** meeting schedule.

- ☐ Bi-weekly (every other week)
☒ Monthly
☐ Bi-monthly (every other month)
☐ Quarterly
☐ Semi-annually
☐ Annually
☐ Other (please specify below)

6. How often does the Executive Committee of the CCP meet? Check the appropriate box to the left of the list. Select the **one/single** option that best describes the Executive Committee's **regular** meeting schedule.

- ☐ Bi-weekly (every other week)
☒ Monthly
☐ Bi-monthly (every other month)
☐ Quarterly
☐ Semi-annually
☐ Annually
☐ Other (please specify below)

7. Does the CCP have subcommittees or working groups? Check the appropriate box to the left of the list.

- ☒ Yes
☐ No

If "Yes," list the subcommittees and/or working groups and their purpose.

	Subcommittee/Working Group	Purpose:
1.	Ad Hoc Work Group on Custody and Reentry	Created in 2021 for the purpose of addressing Penal Code Section 1170(h) custody and reentry processes
2.	Ad Hoc Work Group on Post Release Community Supervision (PRCS)	Created in 2021 for the purpose of addressing supervision and treatment services for the PRCS population

3.	Ad Hoc Work Group on PRCS and Parole Revocation	Created in 2021 for the purpose of refining revocation processes and linkages to services
4.	Ad Hoc Work Group on Diversion and Alternatives To Incarceration (ATI)	Created in 2021 for the purpose of enhancing diversion and ATI options
5.	Ad Hoc Funding Work Group	Created in 2021 to consider funding proposals that may be recommended for consideration by the Chief Executive Office.
	6. Ad Hoc Evaluation Work Group	Created in 2022 to assist with the development of a framework for evaluating AB 109 funded programs, in accordance with a motion from the Board of Supervisors.

SECTION 3: GOALS, OBJECTIVES, AND OUTCOME MEASURES

Section 3 asks questions related to the CCP's goals, objectives, and outcome measures. Please refer to the [CCP Survey Data Reporting Guide](#) for detailed information about goal and objective statements, and outcome measures.

Updated Information on FY 2022-23 Goals, Objectives, and Outcome Measures

Questions 8, 9, and 10, ask the CCP to provide *updated* progress information about the goals, objectives, and outcome measures previously reported for FY 2022-23 in the 2022-23 CCP Survey.

For each question, provide the goals, objectives, and outcome measures as reported in the FY 2022-23 survey. The progress information (last two rows of each table) should be updated to reflect the progress achieved over the full fiscal year.

8. Describe a goal and the associated objectives as reported in the FY 2022-23 CCP survey. Please provide updated progress toward goal information to reflect the progress achieved over the full FY 2022-23. If no goal, objective, or outcome measure was identified in FY 2022-23 respond by indicating "Not Applicable."

Goal	Enhance the County's Post Release Community Supervision (PRCS) and pre-release processes to facilitate case planning, linkages to services, and reentry
Part of FY 22-23 CCP plan?	<input checked="checked" type="checkbox"/> Yes <input type="checkbox"/> No
Objective:	1. Continue and grow the Pre-Release Video Conferencing (PRVC) program for individuals pending release from state prison to PRCS
Objective:	2. Expand DMH and DPH-SAPC behavioral health efforts to assess Post-release Supervised Persons (PSPs) in custody in order to facilitate a seamless connection to community-based services upon release
Objective:	3. Develop options to optimize and increase the provision of transportation of PSPs to treatment providers directly from jail or court
	Objective 4: Enhance the Medi-Cal enrollment process based on the implementation of the California Advancing and Innovating Medi-Cal (CalAIM) pre-release initiative
Outcome Measure:	1. Increase the number of PRVC contacts with individuals being released to Los Angeles County on PRCS to include all AB 109 partner agencies, as appropriate, in order to support pre-release planning efforts

Outcome Measure:	2. The number of clients contacted through jail in-reach efforts by probation and the number of clients successfully screened and linked to community-based mental health and SUD services by DMH and DPH-SAPC
Outcome Measure:	3. Increasing agreements with partnering departments and/or CBOs to transport PSPs directly to treatment sites Outcome Measure 4: The number of inmates exiting custody with approved Medi-Cal
Briefly describe progress toward goal:	<p>Pre-Release Video Conferencing (PRVC):</p> <p>The Probation Department has continued to use PRVC's to conduct pre-release planning activities with individuals in state prison who will be released onto PRCS. This has included a partnership with the Department of Mental Health (DMH) and discussions for including community-based organizations.</p> <p>A total of 757 PRVC's were completed in FY 22-23, which is 59% of those assigned.</p> <p>Behavioral Health Treatment Services:</p> <p>The total number of Community Reentry and Resource Center (CRRRC)/Jail In-Reach Orientations for FY 22-23 was 1,383.</p> <p>During the months of December 1, 2022 through June 30, 2023, DMH continued to work on expanding in-custody inreach efforts. Specifically, two additional clinicians (for a total of four) were hired to conduct clinical interviews inside the county jails and link clients to mental health, co-occurring, and residential services.</p> <p>DMH successfully screened, assessed and linked 1,192 clients in custody between December 1, 2022 and June 30, 2023, for a total of 2,176 clients overall for FY 22-23.</p> <p>The Department of Public Health Substance Abuse Prevention and Control (DPH-SAPC) does not manage any jail-in reach projects; however, Client Engagement and Navigation Services (CENS) provided substance use disorder screenings to 965 AB 109 incarcerated</p>

	<p>clients across six courthouses in FY 22-23, of whom 951 were referred or recommended to treatment.</p> <p>Transportation Services:</p> <p>Provided transportation resources for 225 unduplicated clients from January 1, 2023, through June 30, 2023.</p> <p>Expenditures: \$40,274</p> <p>Type of Transportation provided to clients:</p> <p>Tap Cards (Train) Bus Cards Gas Card Uber and Lyft</p> <p>Accompaniment to:</p> <ul style="list-style-type: none"> - Treatment and health Centers - Housing - DPSS - Immigration - DMV - Social Security Office - Court - Probation office - Employment - PCP - Job Fairs - Legal <p>Medi-Cal Enrollment:</p> <p>For FY 22-23, a total of 348 individuals were enrolled in Medi-Cal upon exiting custody.</p>
<p>Rated progress toward the goal:</p>	<p><input type="checkbox"/> No progress</p> <p><input checked="" type="checkbox"/> Partially achieved</p> <p><input type="checkbox"/> Fully achieved</p>

9. Describe a goal and the associated objectives as reported in the FY 2022-23 CCP survey. Please provide updated progress toward goal information to reflect the progress achieved over the full FY 2022-23. If no goal, objective, or outcome measure was identified in FY 2022-23 respond by indicating "Not Applicable."

Goal	Enhance the Correctional Health Services (CHS) intake screening process and expand access to treatment
Part of FY 22-23 CCP plan?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Objective:	1. Ensure that within 24 hours of intake, each inmate is screened in the reception center by a registered nurse to identify urgent or emergent medical and mental health needs
Objective:	2. Ensure that each inmate in the reception center who is identified as having emergent or urgent mental health needs is evaluated by a Qualified Mental Health Professional (QMHP) as soon as possible but no more than four hours from the time of identification
Objective:	3. Create a process at intake to identify individuals who report an opiate use disorder Objective 4: Implement a program for patients with opiate use disorders to increase access to Medication Assisted Treatment (MAT) for inmates
Outcome Measure:	1. Average length of time from custody intake to screening by a registered nurse
Outcome Measure:	2. The percentage of inmates with an emergent or urgent mental health need who are evaluated within four hours of identification
Outcome Measure:	3. The number of justice-involved individuals who report opiate use disorder during intake Outcome Measure 4: The percentage of eligible patients who are offered medication assisted treatment while in custody
Briefly describe progress toward goal:	Average length of time from custody intake to screening by registered nurse: - 2022 (1 week): Average 2:22 hours / Median 1:58 hours - 2023 (January – June): Average 4.3 hours / Median 3 hours The percentage of inmates with an emergent or urgent mental health need who are evaluated within four hours of identification:

	<p>- 2022: 56% (1 week - 32 individuals)</p> <p>- 2023: 84.5% (1,183/1,399)</p> <p>The number of justice-involved individuals who report opiate use disorder during intake:</p> <p>- 2022 (11 months): 4,322 (393 per month)</p> <p>- 2023 (6 months): 3,433 (572 per month)</p> <p>The percentage of eligible patients who are offered medication-assisted treatment (MAT) while in custody:</p> <p>- 2022: No % provided</p> <p>- 2023: 34.3% (1,176/3,433)</p> <p>Individuals not receiving MAT include those that didn't accept the offer, those that were released, and those that were otherwise not available to accept MAT at that time.</p> <p>Since March 2021, 4,675 individuals have received Suboxone or Buprenorphine. This includes 2,924 individuals in 2023.</p> <p>Since July 2022, 2,220 individuals have received at least one dose of Sublocade. This includes 2,062 individuals in 2023.</p>
Rated progress toward the goal:	<input type="checkbox"/> No progress <input checked="" type="checkbox"/> Partially achieved <input type="checkbox"/> Fully achieved

10. Describe a goal and the associated objectives as reported in the FY 2022-23 CCP survey. Please provide updated progress toward goal information to reflect the progress achieved over the full FY 2022-23. If no goal, objective, or outcome measure was identified in FY 2022-23 respond by indicating "Not Applicable."

Goal	Reduce the mental health population in the County jail system
Part of FY 22-23 CCP plan?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Objective:	1. Enhance and support the Office of Diversion and Reentry's (ODR) delivery of housing and intensive case management services to individuals with mental health disorders diverted from the jail

Objective:	2. Continued implementation and operationalization of the County's Alternative Crisis Response (ACR) system and expand the number of mobile crisis response teams, including Mobile Crisis Outreach Teams (MCOT) and Psychiatric Mobile Response Teams (PMRTs)
Objective:	3. Expand the Psychiatric Social Worker (PSW) program to serve additional clients facing potential custody sentences Objective 4: Enhance the continuum of community-based services available so that individuals touched by the justice system can access high quality care at the appropriate level of service
Outcome Measure:	1. The number of individuals supported in the ODR Housing Program, including the number of new clients served in FY 22-23
Outcome Measure:	2. Percentage of field response NOT requiring law enforcement involvement
Outcome Measure:	3. The number of MCOT/PMRT teams deployed Outcome Measure 4: Number of individuals diverted from incarceration with the assistance of the PSW program Outcome Measure 5: Onboarding and training individuals for the PSW program
Briefly describe progress toward goal:	ODR Housing (ODRH) client numbers served in FY 22-23: Cumulative (new plus carry-over from last Fiscal Year) ODRH clients served during FY 22-23: 2,259 New (newly enrolled in FY 22-23) ODRH clients served for FY 22-23: 510 ACR & MCOT/PMRT: The percentage of field responses not requiring law enforcement involvement (defined as not referred to law enforcement or taken into police custody while on a PMRT/MCOT call) was 96% in FY 22-23. The number of MCOT/PMRT teams deployed was 14,742 in FY 22-23. PSW Program:

	<p>In the first three years of the CDCR-funded PSW program, 199 individuals have been diverted from state prison with the assistance of the PSW program, and 57 individuals were diverted from state prison in FY 22-23.</p> <p>In addition, in October 2022, the County Board of Supervisors approved funding to increase the number of available PSWs in the Public Defender's Office and Alternate Public Defender's Office. This was in response to a funding recommendation submitted to the County Chief Executive Office (CEO) by the CCP. The additional funding provided for four additional PSWs in the Public Defender's Office and two additional PSWs in the Alternate Public Defender's Office.</p> <p>Enhance the continuum of community-based services available:</p> <p>In FY 22-23, 213 people were screened through the Co-Occurring Integrated Care Network (COIN) program, designed to address the needs of adult AB 109 PSPs who have a co-occurring chronic substance use disorder (SUD) and severe and persistent mental illness. Of the 213 people screened for services, 212 were determined positive for SUD services and recommended to the COIN program.</p> <p>In FY 22-23, the COIN treatment provider network increased from five facilities to eight.</p> <p>In addition, DPH-SAPC's SUD Treatment network includes 69 sites that are identified as serving both justice-involved and those with co-occurring mental health disorders.</p> <p>During FY 22-23, there were 834 AB 109 individuals served by DPH-SAPC's network of providers who self-reported mental health issues.</p>
<p>Rated progress toward the goal:</p>	<p><input type="checkbox"/> No progress</p> <p><input checked="" type="checkbox"/> Partially achieved</p> <p><input type="checkbox"/> Fully achieved</p>

Information on FY 2023-24 Goals, Objectives, and Outcome Measures

11. For FY 2023-24, will the CCP use the same goals, objectives, and outcome measures identified above from FY 2022-23? Check the appropriate box to the left of the list.

- ☐ Yes. (Skip to Section 4)
- ☒ No. The CCP will add and/or modify goals, objectives, and outcome measures (Continue with section below)

Questions 12, 13, and 14, the CCP is asked to describe a goal and its associated objectives and outcomes for FY 2023-24. For the goal, also provide information about the current progress toward the stated goal. As survey responses are due mid-year, progress information for these goals over the full fiscal year will be requested as part of the FY 2024-25 CCP Survey.

12. Describe a goal for FY 2023-24 and one (1) or more of its associated objectives and outcome measures. Please provide any information about progress toward the goal thus far in the fiscal year. If no goal, objective, or outcome measure was identified in FY 2023-24, respond by indicating "Not Applicable."

Goal	Enhance the County's Post Release Community Supervision (PRCS) and pre-release processes to facilitate case planning, linkages to services, and reentry
Part of FY 23-24 CCP plan?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Objective:	1. Continue and grow the Pre-Release Video Conferencing (PRVC) program for individuals pending release from state prison to PRCS
Objective:	2. Expand DMH and DPH-SAPC behavioral health efforts to assess Post-release Supervised Persons (PSPs) in custody in order to facilitate a seamless connection to community-based services upon release
Objective:	3. Develop options to optimize and increase the provision of transportation of PSPs to locations including, but not limited to, their assigned probation office, treatment providers, court, and their place of residence Objective 4: Enhance the Medi-Cal enrollment process based on the implementation of the California Advancing and Innovating Medi-Cal (CalAIM) pre-release initiative
Outcome Measure:	1. Increase the number of PRVC contacts with individuals being released to Los Angeles County on PRCS to include all AB 109 partner agencies, as appropriate, in order to support pre-release planning efforts
Outcome Measure:	2. The number of clients contacted through jail in-reach efforts by probation and the number of clients

	successfully screened and linked to community-based mental health and SUD services by DMH and DPH-SAPC
Outcome Measure:	<p>3. Increasing agreements with partnering departments and/or CBOs to provide transportation to PSPs and data capturing the provision of transportation services to PSPs</p> <p>Outcome Measure 4: The number of persons in custody exiting custody with approved Medi-Cal</p>
Briefly describe <i>current</i> progress toward goal:	<p>Pre-Release Video Conferencing (PRVC):</p> <p>The Probation Department continues to use PRVC's to conduct pre-release planning activities with individuals in state prison who will be released onto PRCS. This has included a partnership with the Department of Mental Health (DMH) and discussions for including community-based organizations.</p> <p>A total of 255 PRVC's were completed from July through October 2023, which is 52% of those assigned.</p> <p>Behavioral Health Treatment Services:</p> <p>The total of Community Reentry and Resource Center (CRRRC)/Jail In-Reach Orientations in July and August 2023 is 245.</p> <p>During the months of July 1, 2023 through October 31, 2023, DMH continued to work on increasing in-custody in-reach and engagement efforts. Specifically, four dedicated DMH clinicians conducted clinical interviews inside the county jails linking clients to outpatient mental health/substance abuse services (OPCOD), Co-Occurring residential services (COIN), Enriched Residential Services (ERS) and urgent care services. DMH successfully screened, assessed, and linked 603 clients in custody between July 1, 2023 and October 31, 2023.</p> <p>An additional 350 clients released from CDCR and Los Angeles County jails were assessed and linked to services at probation HUBs during this same period.</p> <p>DPH-SAPC does not manage any jail-in reach projects inside the County jail facilities; however, between July 1, 2023 through October 31, 2023, Client Engagement</p>

	<p>Navigation Services (CENS) provided SUD screenings to 252 AB 109 incarcerated clients, of whom 247 were referred or recommended to treatment.</p> <p>Transportation Services:</p> <p>The total number of unduplicated clients that received transportation assistance from January 1, 2023 through November 20, 2023 was 917.</p> <p>Total Expenditures from July 2023 to October 2023: \$19,718.87</p> <p>Types of Transportation provided to program clients:</p> <p>Tap Cards (Train) Bus Cards Gas Card Uber and Lyft</p> <p>Accompaniment To:</p> <ul style="list-style-type: none"> - Treatment and health Centers (Mental Health/Counseling) - Housing - DPSS - Immigration - DMV - Social Security Office - Court - Probation office - Employment - Primary Care Physician - Legal - Outpatient Clinic - Pharmacy - Parole Office - Grocery Store - Day Care - Housing Facilities <p>Medi-Cal Enrollment:</p> <p>For July through October of FY 23-24, a total of 193 individuals were enrolled in Medi-Cal upon exiting custody.</p>
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	Departments continue to work toward meeting the Objectives identified in this Goal.
Rate the <i>current</i> progress toward the goal:	<input type="checkbox"/> Substantially slower than expected <input type="checkbox"/> Somewhat slower than expected <input checked="" type="checkbox"/> As expected <input type="checkbox"/> Faster than expected <input type="checkbox"/> Substantially faster than expected

13. Describe a goal for FY 2023-24 and one or more of its associated objectives and outcome measures. Please provide any information about progress toward the goal thus far in the fiscal year. If no goal, objective, or outcome measure was identified in FY 2023-24, respond by indicating "Not Applicable."

Goal	Enhance the Correctional Health Services (CHS) intake screening process and expand access to treatment
Part of FY 23-24 CCP plan?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Objective:	1. Ensure that within 24 hours of intake, each person in custody is screened in the reception center by a registered nurse to identify urgent or emergent medical and mental health needs
Objective:	2. Ensure that each person in custody in the reception center who is identified as having emergent or urgent mental health needs is evaluated by a Qualified Mental Health Professional (QMHP) as soon as possible but no more than four hours from the time of identification
Objective:	3. Create a process at intake to identify individuals who report an opiate use disorder Objective 4: Implement a program for patients with opiate use disorders to increase access to Medication Assisted Treatment (MAT) for inmates
Outcome Measure:	1. Average length of time from custody intake to screening by a registered nurse
Outcome Measure:	2. The percentage of persons in custody with an emergent or urgent mental health need who are evaluated within four hours of identification
Outcome Measure:	3. The number of justice-involved individuals who report opiate use disorder during intake Outcome Measure 4: The percentage of eligible patients who are offered medication assisted treatment while in custody

Briefly describe <i>current</i> progress toward goal:	<p>The following information/data reported for thus far in FY 23-24 is for the time period from July 1, 2023 through October 31, 2023:</p> <p>Intake screening and mental health data for individuals who were evaluated at Inmate Reception Center (IRC):</p> <p>19,557 unique bookings</p> <p>Average length of time from custody intake to screening: Mean = 2.9 hours, Median = 2 hours, and Mode = 1 hour</p> <p>Percent of persons in custody with an emergent or urgent mental health need who are evaluated within four hours of identification: 86.9% (924/1,063)</p> <p>The number of justice-involved individuals who report opiate use disorder during intake: 2,055</p> <p>The percent of eligible patients who are offered medication assisted treatment (MAT) while in custody: 50% (1,029/2,055)</p> <p>Individuals not receiving MAT include those that didn't accept the offer, those that were released, and those that were otherwise not available to accept MAT at that time.</p> <p>The Department of Health Services Integrated Correctional Health Services (DHS-ICHS) will continue to work toward meeting the Objectives identified in this Goal.</p>
Rate the <i>current</i> progress toward the goal:	<p><input type="checkbox"/> Substantially slower than expected</p> <p><input type="checkbox"/> Somewhat slower than expected</p> <p><input checked="" type="checkbox"/> As expected</p> <p><input type="checkbox"/> Faster than expected</p> <p><input type="checkbox"/> Substantially faster than expected</p>

14. Describe a goal for FY 2023-24 and one or more of its associated objectives and outcome measures. Please provide any information about progress toward the goal thus far in the fiscal year. If no goal, objective, or outcome measure was identified in FY 2023-24, respond by indicating "Not Applicable."

Goal	Reduce the mental health population in the County jail system
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Part of FY 23-24 CCP plan?	<input checked="checked" type="checkbox"/> Yes <input type="checkbox"/> No
Objective:	1. Enhance and support the Office of Diversion and Reentry's (ODR) delivery of housing and intensive case management services to individuals with mental health disorders diverted from the jail
Objective:	2. Continue implementation and operationalization of the County's Alternative Crisis Response (ACR) system and expand the number of mobile crisis response teams (MCRTs) to provide 24/7 service and to assess and ensure timely response
Objective:	3. Continue to expand and deploy Psychiatric Social Workers (PSW's) in defense agencies to serve clients facing potential custody sentences and to support them in diversion, reentry, and rehabilitation programs/efforts Objective 4: Enhance the continuum of community-based services available so that individuals touched by the justice system can access high quality care at the appropriate level of service
Outcome Measure:	1. The number of individuals supported in the ODR Housing Program, including the number of new clients served in FY 23-24
Outcome Measure:	2. Percentage of mobile crisis response team field response NOT requiring law enforcement involvement
Outcome Measure:	3. The number of mobile crisis response teams deployed and the average response time Outcome Measure 4: Number of individuals diverted from incarceration with the assistance of the PSW program and assisted with reentry efforts through the PSW program Outcome Measure 5: Assessment of PSW caseload and staffing levels
Briefly describe <i>current</i> progress toward goal:	ODR Housing (ODHR) client numbers served thus far (July through October) in FY 23-24: Cumulative: 2,169 New ODHR clients thus far in FY 23-24: 311 ACR & MCRT: The percentage of field responses requiring law enforcement involvement was 10% in July 2023, 7% in August, and 8% in September.

	<p>The number of MCRTs deployed in the first three months of FY 23-24 was 3,985 (1,271 in July, 1,348 in August, and 1,366 in September).</p> <p>The average time to dispatch was 2.22 hours in July, 1.95 hours in August, and 2.28 hours in September.</p> <p>PSW Program:</p> <p>For the CDCR-funded PSW program, 24 individuals were diverted from state prison from July through October 2023.</p> <p>For the PSW program not funded by CDCR, 55 individuals represented by the Public Defender's Office were successfully diverted from state prison in the first 14 months of this expanded effort.</p> <p>Enhance the continuum of community-based services:</p> <p>Between July 1, 2023 and October 31, 2023, Client Engagement Navigation Services (CENS) screened 78 individuals through the Co-Occurring Integrated Care Network (COIN) program, of which all 78 were referred to SUD treatment and recommended for the COIN program.</p> <p>Between July 1, 2023 through October 31, 2023, there were 209 AB 109 individuals served by DPH-SAPC's network of providers who reported mental health issues.</p> <p>Departments continue to work toward meeting the Objectives identified in this Goal.</p>
<p>Rate the <i>current</i> progress toward the goal:</p>	<p><input type="checkbox"/> Substantially slower than expected</p> <p><input type="checkbox"/> Somewhat slower than expected</p> <p><input checked="" type="checkbox"/> As expected</p> <p><input type="checkbox"/> Faster than expected</p> <p><input type="checkbox"/> Substantially faster than expected</p>

SECTION 4: TYPES OF PROGRAMMING AND SERVICES

Section 4 asks questions about the types of programs and services provided during FY 2022-23. For each type of program or service provided, identify the agency(ies) that provide the program or service and at what stage(s) the program or service is provided (in-custody, supervision, other). Please refer to the CCP Survey Data Reporting Guide

for the BSCC's definition of each type of program and service listed and the stage(s) of program or service.

Program/Service	Provide	Providing Agency (check all that apply)	Stage(s) Provided (check all that apply)
Mental Health/Behavioral Health – Services designed to improve mental health.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Sheriff <input type="checkbox"/> Probation <input checked="" type="checkbox"/> Behavioral health <input checked="" type="checkbox"/> Community-based organization <input checked="" type="checkbox"/> Other, describe: >Department of Health Services - Integrated Correctional Health Services	<input checked="" type="checkbox"/> In-Custody <input checked="" type="checkbox"/> Supervision <input checked="" type="checkbox"/> Other, describe: >Post-release
Substance Use – services designed to assist with substance use.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Sheriff <input type="checkbox"/> Probation <input checked="" type="checkbox"/> Behavioral health <input checked="" type="checkbox"/> Community-based organization <input checked="" type="checkbox"/> Other, describe: >Department of Health Services - Integrated Correctional Health Services	<input checked="" type="checkbox"/> In-Custody <input checked="" type="checkbox"/> Supervision <input checked="" type="checkbox"/> Other, describe: >Post-release
Housing – services designed to assist with housing after release.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Sheriff <input checked="" type="checkbox"/> Probation <input checked="" type="checkbox"/> Behavioral health <input checked="" type="checkbox"/> Community-based organization <input checked="" type="checkbox"/> Other, describe: >Office of Diversion and Reentry (ODR) Justice, Care, and Opportunities Department (JCOD)	<input type="checkbox"/> In-Custody <input checked="" type="checkbox"/> Supervision <input checked="" type="checkbox"/> Other, describe: >Post-release
Employment – services designed to provide clients with a job and/or to provide job training to improve chances of finding employment after release.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Sheriff <input checked="" type="checkbox"/> Probation <input type="checkbox"/> Behavioral health <input checked="" type="checkbox"/> Community-based organization <input checked="" type="checkbox"/> Other, describe: >Department of Economic Opportunity (DEO) Department of Public Social Services (DPSS)	<input checked="" type="checkbox"/> In-Custody <input checked="" type="checkbox"/> Supervision <input checked="" type="checkbox"/> Other, describe: >Post-release

Program/Service	Provide	Providing Agency (check all that apply)	Stage(s) Provided (check all that apply)
		Justice, Care, and Opportunities Department (JCOD)	
Education – focuses on academic achievement.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Sheriff <input type="checkbox"/> Probation <input type="checkbox"/> Behavioral health <input checked="" type="checkbox"/> Community-based organization <input checked="" type="checkbox"/> Other, describe: >Charter Schools, Local Adult Education	<input checked="" type="checkbox"/> In-Custody <input checked="" type="checkbox"/> Supervision <input checked="" type="checkbox"/> Other, describe: >Post-release
Family – family-oriented education, service, and training.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Sheriff <input type="checkbox"/> Probation <input type="checkbox"/> Behavioral health <input checked="" type="checkbox"/> Community-based organization <input type="checkbox"/> Other, describe: >	<input checked="" type="checkbox"/> In-Custody <input checked="" type="checkbox"/> Supervision <input type="checkbox"/> Other, describe: >
Domestic Violence Prevention – support and intervention	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Sheriff <input type="checkbox"/> Probation <input checked="" type="checkbox"/> Behavioral health <input checked="" type="checkbox"/> Community-based organization <input checked="" type="checkbox"/> Other, describe: >Department of Public Social Services (DPSS)	<input checked="" type="checkbox"/> In-Custody <input checked="" type="checkbox"/> Supervision <input checked="" type="checkbox"/> Other, describe: >Post-release
Physical Health – services designed to improve clients' physical well-being.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Sheriff <input type="checkbox"/> Probation <input checked="" type="checkbox"/> Behavioral health <input checked="" type="checkbox"/> Community-based organization <input checked="" type="checkbox"/> Other, describe: >Department of Health Services	<input checked="" type="checkbox"/> In-Custody <input checked="" type="checkbox"/> Supervision <input checked="" type="checkbox"/> Other, describe: >Post-release
Quality of Life – Services that enhance the standard of happiness, comfort, and well-being of an individual to participate in life events (e.g., assistance in getting a driver's license, opening a bank account, etc.)	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Sheriff <input checked="" type="checkbox"/> Probation <input checked="" type="checkbox"/> Behavioral health <input checked="" type="checkbox"/> Community-based organization <input checked="" type="checkbox"/> Other, describe: >Justice, Care, and Opportunities Department (JCOD)	<input checked="" type="checkbox"/> In-Custody <input checked="" type="checkbox"/> Supervision <input checked="" type="checkbox"/> Other, describe: >Post-release

SECTION 5: OPTIONAL QUESTIONS

Section 5 asks optional questions about evaluation, data collection, programs and services, and local best practices. There are 9 questions in this section. Responses will be used by the BSCC and its justice-system partners to better understand the needs of counties. If the CCP chooses not to answer an optional question, please respond “Decline to Respond.”

- 15.** Describe the process the CCP uses to determine potential programs and/or services for local implementation using Realignment funds.

>The County allocates realignment funds through the County’s established budget process that is overseen by the Chief Executive Office (CEO). While the CCP does not allocate funding in Los Angeles County, it helps to inform the CEO’s budget development process. Operational planning by the CCP, as well as review of departmental submitted budget requests, have been part of the process to support the budget development.

As part of this budget process, the CCP also submitted AB 109 funding recommendations to the County CEO at the direction of the Board of Supervisors. An Ad Hoc Funding Work Group was created to review and provide suggestions for consideration by the CCP. This fiscal year, the Board of Supervisors approved five funding recommendations that the CCP developed.

Ultimately, departments are funded to support operational functions guided by realignment and County priorities. In many cases, departments may contract with community-based organizations (CBOs) to provide programs and/or services.

- 16.** Does the county evaluate the effectiveness (as defined locally) of programs and/or services funded with its Public Safety Realignment allocation? Check the appropriate box to the left of the list.

☒ Yes
☐ No

If yes, explain how.

>Los Angeles County is committed to ongoing outcome-measurement activities. The County assesses the effectiveness of programs and/or services funded with its Public Safety Realignment allocation through ongoing County department review. The County’s data infrastructure has also been enhanced to support data tracking and outcome measurement efforts.

In addition, the County launched a study series on realignment matters in 2020 and is continuing with that work.

On January 25, 2022, the Board of Supervisor approved a motion to advance AB 109 program evaluation work. The Board directed the Public Safety Realignment Team (PSRT), in coordination with the Countywide Criminal Justice Coordination Committee

(CCJCC), Chief Information Officer (CIO), and the Chief Executive Office (CEO), to develop a plan to evaluate county and community programs that receive AB 109 funding. The motion requested deliverables in two phases: (1) The development of a plan for evaluating AB 109-funded programs; and (2) the execution of the plan to conduct the analysis.

County stakeholders finalized the evaluation framework in April 2022 and an assessment of departmental data availability on programs to be evaluated was conducted.

As part of this process, the County launched a justice outcomes study – leveraging and updating prior county analysis in the justice arena, such as the 2020 Justice Metrics Framework Baseline Report and the 2020 Public Safety Realignment Evaluation Study. This analysis provides the following information:

- Justice outcomes for the Post-Release Community Supervision (PRCS) population and the AB 109 straight sentenced and split sentenced populations
- One-year outcomes for the 2011-2020 cohorts
- Three-year outcomes for the 2011-2018 cohorts

The justice outcomes study provides a foundational baseline for subsequent components of the evaluation, as the County continues its series of studies consistent with the evaluation framework developed.

In 2023, the County launched a solicitation process to engage an independent researcher to evaluate AB 109 funded Behavioral Health programs. The evaluator is anticipated to commence work by February 2024. Continued evaluation efforts guided by the 2022 framework will proceed as planned.

- 17.** Does the county consider evaluation results when funding programs and/or services? Check the appropriate box to the left of the list.

☒ Yes
☐ No

If yes, explain how.

>The effectiveness and results of programs and/or services – in addition to programmatic needs identified by departments – are considered when funds are allocated. Individual departments submit extensive justifications with any budget requests made to the Chief Executive's Office during the AB 109 budget process and may separately report on specific programs and services. In addition, semi-annual reports on programs and services related to Public Safety Realignment are submitted to the Board of Supervisors. The County also invests in ongoing evaluation efforts as described in answer to Question #16.

- 18.** Does the county use BSCC definitions (average daily population, conviction, length of stay, recidivism, and/or treatment program completion rates) when collecting data? Check the yes or no box to the left of each BSCC Definition listed, as applicable.

Yes	No	BSCC Definition
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Average daily population
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Conviction
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Length of stay
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Recidivism
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Treatment program completion rates

19. What percentage of the Public Safety Realignment allocation is used for evidence-based programming (as defined locally)? Check the most appropriate box to the left of the list of percentages.

Percent for Evidence-Based Programming	
<input type="checkbox"/>	Less than 20%
<input type="checkbox"/>	21% - 40%
<input type="checkbox"/>	41% - 60%
<input type="checkbox"/>	61% - 80%
<input checked="" type="checkbox"/>	81% or higher

20. We would like to better understand the county's capacity to offer mental health, substance use disorder, behavioral health treatment programs, and/or other services. What type and level of services are now available?
- >The County provides a full range of mental health, substance use disorder, and behavioral health treatment services, as well as employment and housing support. Services are provided through a concerted partnership between and among county departments, local agencies, and community provider organizations. The following provides an overview of such services, with particular focus on AB 109 operations.

MENTAL HEALTH TREATMENT SERVICES

The Department of Mental Health (DMH) continues to provide a full continuum of services and supports to Assembly Bill 109 (AB 109) clients as they reintegrate into their communities. This includes the following:

- Mental health assessments, triages and linkages, either in-person (at Probation HUBs, county custody facilities, and other locations) or via telehealth. DMH AB 109 program staff continue to routinely receive referrals from AB 109 Probation officers.
- Linkages for clients referred from Mental Health Court Linkage staff in the Revocation Court, Department of Health Service's Care Transitions Unit, Public Defender's Office, and the Probation Department.
- Intensive outpatient treatment services provided by a network of DMH Legal Entity Providers (contracted providers).
- Residential Co-Occurring Integrated Network Services (COIN) at four locations in collaboration with the Department of Public Health - Substance Abuse Prevention and Control.
- Enriched Residential Services (ERS) provided by three DMH contracted providers with multiple locations.

SUBSTANCE USE DISORDER (SUD) TREATMENT SERVICES

The Department of Public Health – Substance Abuse Prevention and Control (DPH-SAPC) supports and oversees the provision of a full continuum of substance use disorder (SUD) treatment services available to youth, young adults, and adults enrolled or eligible for Medi-Cal, My Health LA and/or participating in select County/State-funded programs (e.g., AB 109).

Although SUD treatment services are primarily funded through Drug Medi-Cal, secondary funding sources, including AB 109 funds, cover certain SUD service costs or more expansive wraparound services to support the needs of the population. These include SUD screening and referral, outreach and engagement, service navigation, Recovery Bridge Housing, and room and board for residential services.

SUD treatment services administered by the County of Los Angeles are developed consistent with the American Society of Addiction Medicine (ASAM) criteria. The following types of SUD services are provided to residents of Los Angeles County, inclusive of justice-involved populations:

- Early Intervention Services for Youth and Young Adults – appropriate for young adults (ages 18-20) who have been screened and determined to be at risk of developing an SUD (i.e., do not meet DSM criteria for an SUD) and would benefit from psychoeducation and/or other early intervention services.
- Outpatient Treatment – appropriate for patients who are stable with regard to acute intoxication/withdrawal potential, biomedical, and mental health conditions.
- Intensive Outpatient Treatment – appropriate for patients with minimal risk for acute intoxication/withdrawal potential, medical, and mental health conditions, but who need close monitoring and support several times a week in a clinic (non-residential and non-inpatient) setting.
- Low Intensity Residential (Clinically Managed) – appropriate for individuals who need time and structure to practice and integrate their recovery and coping skills in a residential, supportive environment.
- High Intensity Residential, Population Specific (Clinically Managed) – appropriate for patients with functional limitations that are primarily cognitive, who require a slower pace to treatment, and who are unable to fully participate in the social and therapeutic environment.
- High Intensity Residential, Non-population Specific (Clinically Managed) – appropriate for patients who have specific functional limitations. Also, for patients who need a safe and stable living environment in order to develop and/or demonstrate sufficient recovery skills for avoiding immediate relapse or continued use of substances.
- Opioid Treatment Program – appropriate for patients with an opioid use disorder that require methadone or other medication-assisted treatment.
- Ambulatory (Outpatient) Withdrawal Management – appropriate for patients with mild withdrawal who require either daily or less than daily supervision in an outpatient setting.

- Clinically Managed Residential Withdrawal Management – appropriate for patients with moderate withdrawal who need 24-hour support to complete withdrawal management and increase the likelihood of continuing treatment or recovery.
- Medically Monitored Inpatient Withdrawal Management – appropriate for patients with severe withdrawal that require 24-hour inpatient care and medical monitoring with nursing care and physician visits.
- Medically Managed Inpatient Withdrawal Management – appropriate for patients with severe withdrawal that require 24-hour nursing care and physician visits to modify withdrawal management regimen and manage medical instability.
- Recovery Services (RS) – designed to support recovery and prevent relapse. Individuals can receive RS based on self-assessment or provider assessment of relapse risk and may receive RS immediately after incarceration with a prior diagnosis of SUD. RS can be delivered as a standalone service or as a service delivered as part of the levels of care.
- Care Coordination – provided to a client in conjunction with all levels of treatment and consists of activities to provide coordination of SUD care, mental health care, and medical care, and to support the beneficiary with linkages to services and supports designed to restore the beneficiary to their best possible functional level.
- Recovery Bridge Housing (RBH) – a type of abstinence-based, peer supported housing for up to 180 days for individuals who are homeless or unstably housed and concurrently enrolled in outpatient, intensive outpatient, Opioid Treatment Program, or outpatient withdrawal management settings. Treatment services cannot be provided in RBH and the room and board RBH subsidy is not DMC reimbursable.
- Adult At-Risk Services – Adult At-risk Services are aimed at providing early intervention services for adults ages 21 and older who do not meet criteria for SUD treatment services but may benefit from an intervention based on high-risk behaviors. Client Engagement and Navigation Services (CENS) provides at-risk services, and may include individual and group early intervention sessions, educational workshops about the effects of SUD, and its impact on a person's life.

CUSTODY-BASED TREATMENT AND REENTRY SERVICES

The Department of Health Services – Integrated Correctional Health Services (DHS-ICHS) provides in-custody adults a continuum of care for a full range of issues, such as chronic disease management, psychiatric, behavioral health, and addiction medicine services.

- In-Custody Mental Health Services

In-custody mental health programs provide care to men and women identified as having mental health needs while incarcerated in the Los Angeles County jails. Services are provided at four locations: The Twin Towers Correctional Facility (TTCF), Men's Central Jail (MCJ), Century Regional Detention Facility (CRDF), and Pitchess Detention Center - North County Correctional Facility (NCCF).

In-custody mental health has more than 300 jail-based staff members, including psychiatrists, psychologists, social workers, psychiatric nurses and technicians,

service coordinators, case workers that function as group leaders and release planners, substance abuse counselors, recreation therapists, and support and administrative staff.

Clients are provided individual and group treatment, crisis intervention, medication management, and discharge planning.

- Substance Treatment and Re-entry Transition (START) In-Custody Program

DHS-ICHS Addiction Medicine Services (AMS) provides a wide range of in-custody substance use disorder (SUD) treatment services for all adult patients who are housed in the Los Angeles County jail system.

DHS-ICHS AMS is involved in the care of patients in all the facilities of the Los Angeles County jail system: CRDF, MCJ, NCCF, TTCF.

Services also support individuals with community re-entry services by fostering linkages to SUD treatment post-release through the AMS - Substance Treatment and Re-Entry Transition (START) program.

START is a collaborative program between DHS-ICHS and the Sheriff's Department to meet the varied substance use needs of inmates housed within the Los Angeles County jail system.

- The START program provides direct in-custody SUD counseling, group therapy, and case management.
 - START services are evidenced-based and culturally appropriate, utilizing cognitive behavioral therapies as well as motivational interviewing approaches to treat addiction.
 - Participants who successfully complete the program are celebrated with a certificate of completion.
 - Once released from custody, program participants are offered transportation within the eight Service Planning Areas (SPA) to SUD treatment services, participants engagement navigation services, housing, and social service sites as needed. These additional resources provide post-release care needed for patients struggling with SUD, as well as provide appropriate reentry planning and transportation into the community to begin to break the cycle of addiction and incarceration.
- In-Custody Medication Assisted Treatment (MAT)

In addition to providing SUD treatment under the START program, Los Angeles County provides in-custody Medication Assisted Treatment (MAT) to individuals with Opioid Use Disorder (OUD).

MAT is an evidence-based intervention that combines medication with counseling and behavioral therapies to provide a "whole patient" approach to the treatment of SUD. The U.S. Food and Drug Administration (FDA) has approved several different medications to treat alcohol use disorders (AUD) and opioid use disorders (OUD).

These medications relieve the withdrawal symptoms and psychological cravings that cause chemical imbalances in the body.

Medications for Alcohol Use Disorder (MAUD)

The following medications for alcohol use disorder (MAUD) are provided to DHS-ICHS patients: Acamprosate, Disulfiram, and Naltrexone. These MAUD are the most common medications used to treat alcohol use disorder and, although they do not provide a cure for the disorder, are most effective for people who actively participate in a treatment program.

Medications for Opioid Use Disorder (MOUD)

The following medications for opioid use disorder (MOUD) are provided to DHS-ICHS patients:

- Buprenorphine in the form of Suboxone and the long-acting injectable Sublocade
- Naltrexone

Buprenorphine and Naltrexone are used to treat OUD to short-acting opioids such as heroin, morphine, and codeine, as well as semi-synthetic opioids like oxycodone and hydrocodone. These MOUD operate to normalize brain chemistry, block the euphoric effects of alcohol and opioids, relieve physiological cravings, and normalize body functions without the negative and euphoric effects of the substance used.

Opioid Overdose Prevention Medication

Naloxone is used to prevent opioid overdose by reversing the toxic effects of the overdose. DHS-ICHS has worked with the Department of Public Health to distribute Naloxone (Narcan) in the housing areas of the jail itself to allow immediate access to those who are being held in the Los Angeles County Jail.

- Alternative to Custody START (Community Program)

The Sheriff's Department and DPH-SAPC have partnered to implement the Alternative to Custody Substance Treatment and Re-entry Transition (ATC-START or START-Community) program.

Launched in June 2015, the START - Community program provides community-based, supervised residential treatment services to non-violent, non-serious, and non-sexual (N3) justice-involved individuals who have 90 days left on their sentence and who volunteer to participate in an SUD treatment program while they serve out the remainder of their sentence in a residential treatment facility.

All clients participating in the START - Community program remain under the supervision of the Sheriff's Department using a Global Positioning System (GPS) electronic monitoring device worn for the duration of the client's ninety (90) day

residential treatment. Upon completion of their jail sentence, participants have an option of continuing with additional treatment services, if deemed medically necessary.

- Jail Release Planning

Reentry planning is provided by the Care Transitions unit in DHS-ICHS for individuals in Los Angeles County jails who are experiencing medical issues, mental illness, homelessness, substance use disorders (SUDs), and other conditions. Approximately 16,600 participants were served across three programs in FY 22-23. Funding for these services has included County funds, AB 109 funds, PATH (Providing Access and Transforming Health) funds, and local Measure H funds.

Services include psychosocial assessment, development of a reentry plan, Medi-Cal enrollment or reactivation, and linkages to interim housing, medical care, mental health services, SUD residential or outpatient treatment, job training and other services. Coordinated releases are also arranged with transportation to interim housing or treatment programs. In addition, many participants are linked to a Community Health Worker with lived experience of prior incarceration, to provide continued navigation and mentoring in the community. Planning is currently underway for alignment of services with state CalAIM requirements for the justice-involved population.

The Sheriff's Department is working to support DHS-ICHS' efforts to conduct clinically appropriate release planning for all inmates who are being released to the community and who have been identified as having a mental illness and needing mental health treatment, or as having a DSM-5 major neuro-cognitive disorder that caused them to be housed in the Correctional Treatment Center at any time during their current incarceration.

OTHER SERVICES

- Care Coordination for Medically High-Risk AB 109 Probationers

A registered nurse and clinical social worker provide care coordination for AB 109 probationers with complex acute or chronic medical conditions. Co-located with the Probation Department, they offer pre-release planning for AB 109 probationers while they are still in CDCR custody as well as in the community post-release.

Probationers identified as medically high risk are assessed for their need for linkage to medical services or referral to specialized residential settings such as board and care homes or skilled nursing facilities. Post-release, clients are followed in the community to ensure that their medical needs are met, and to assist with care coordination for any new medical issues that arise while on probation supervision. Frequent coordination with Probation, hospitals, and other service providers occurs to ensure that both social services and medical needs are being met.

- Probation Referrals

The Probation Department submits referrals to DMH to assess clients who have either a mental health treatment condition or are requesting or exhibiting a need for behavioral health services. If the individual has co-occurring treatment needs, DMH will provide treatment; however, if the primary need is substance abuse, the client will be referred to DPH-SAPC for substance use disorder screening and linkage to inpatient residential or outpatient treatment.

DMH is part of a care team that coordinates mental health services for clients that have been sent to the Revocation Court for a warrant or new arrest and will coordinate residential or outpatient treatment as needed, along with DPH-SAPC and DHS-ICHS. The treatment team will make a recommendation to the Court about alternatives to incarceration on a conditional release when the client is willing to participate in treatment instead of spending their entire custodial time in jail.

The Department is also working with the Justice, Care, and Opportunities Department (JCOD) to pilot case management with peer support and transportation through the Reentry Intensive Case Management System (RICMS) for individuals that receive conditional releases, which will help increase the level of engagement and program completion rates.

- Housing, Employment, Navigation/Coordination, and Family Counseling Services

The Probation Department continues to provide housing, employment, and system navigation/coordination services through a contracted provider who subcontracts with multiple providers throughout the County. Housing, employment, and system navigation services are offered to persons under active Post-Release Community Supervision (PRCS), active split sentence supervision, straight sentenced offenders under P.C. 1170(h), and persons terminated from PRCS and/or split sentence supervision by referring to services offered under the Los Angeles Homeless Services Authority (LAHSA), Housing Authority of the City of Los Angeles (HACLA), JCOD, or the Office of Diversion and Reentry (ODR).

Housing services contracted by the Probation Department are generally available for up to 365 days and include the following types of housing services: transitional, sober living, emergency shelter housing, medical housing, and housing for sex offenders. In addition, housing services include case planning and management to transition the client to permanent stable housing. During FY 22-23, there was an average of 518 contracted beds available at 38 housing locations. There is a daily average of 320 clients using housing services. Clients with high end mental health, substance use, or medical needs may receive residential treatment through DMH, DPH-SAPC, or ODR.

Several other departments/agencies also offer specialized housing support services to the AB 109 population, including ODR and JCOD. Such programs include interim housing needs/case management as permanent housing is identified, employment and subsidized housing, housing for women with children, and housing for individuals with mental health treatment needs.

Employment services through Probation include the following components: employment eligibility support; case management; job readiness workshops; job placement; job retention; and aftercare services. Employment services are also provided through the County's Department of Economic Opportunity (DEO). Contracted system navigation services provide clients with assistance and support so they can obtain eligibility documentation and enroll in entitlement benefits. Additional services provided through the Care First Communities Initiative (CFCI) managed by JCOD are also available for clients who are terminating probation supervision.

The Probation Department recently extended a family counseling contract to provide services to assist clients with addressing the family/marital criminogenic need. The pilot project includes family counseling, individual counseling, parenting classes, and mediation services with the purpose of reducing family conflict and/or increasing parental involvement.

Probation Mobile Assistant Team

The Probation's Mobile Assistant Team's primary assignments include: transporting clients from county jail to a treatment facility (conditional release); state prison to an AB 109 HUB, treatment facility or housing; and to county jail for an arrest when the client has an active warrant and/or hold for a probation violation. Additional tasks include sex offender address verifications for Penal Code Section 290 registrants and special transportation requests. The unit operates throughout Los Angeles County as well as adjoining counties.

Probation Custody Transition Unit (CTU)

The Probation's Custody Transition Unit (CTU) program is primarily responsible for referring clients incarcerated at Los Angeles County Jail to transition services upon release. The CTU collaborates with numerous stake holders, such as DMH, DHS-ICHS, Los Angeles County Superior Court, Los Angeles County Sheriff's Department, California Department of Corrections and Rehabilitation (CDCR), DPH-SAPC, and JCOD.

21. What challenges does the county face in meeting the above program and service needs?

- >• Sharing of Information

As described in the response to the previous question, Los Angeles County has many departments and agencies providing services to justice-involved clients through processes that are in place to ensure coordination. One of the challenges is that of confidentiality protections (such as HIPAA and CORI) that may apply to a client's services. Given that there are limitations as to what can be shared (without a signed release of information) among multiple agencies serving a client, this can create challenges in meeting the multi-layered needs of high-risk, high-need populations.

- Managing Client Risk

Managing clinical risk and risk for violence is an on-going challenge. AB 109 clients may have prior criminal offenses which would classify them at higher risk for potential violence than the current offense for which they were recently incarcerated.

Further, placement of high-risk clients, including registered sex offenders and/or individuals with arson convictions into certain levels of care, including residential and recovery bridge housing, continues to be challenging.

Additionally, some AB 109 clients commit violent offenses while being supervised in the community post-release, rendering them ineligible for some types of settings due to licensing rules.

As a result, the higher-than-expected risk level of some AB 109 clients present a challenge for Los Angeles County and contracted-agency staff who are tasked with providing services to this population.

DMH does continue to provide on-going consultation and offers a number of tailored forensic trainings to improve upon the skill sets and expertise of the legal entity providers to manage risk associated with serving this population. In addition, DPH-SAPC continuously engages its network of SUD providers to assess the ability to serve this population.

- Access to Higher Levels of Care

The County also continues to address the challenge of access to care for the treatment and long-term care needs of supervised persons with severe mental health issues. Given the mental health issues some individuals struggle with, coupled with chronic and serious medical concerns, sex offense histories, and/or arson convictions, obtaining resources at the higher levels of care needed continues to have ongoing challenges and limitations. This is especially true as it relates to the highest level of care, which are locked facilities and reserved only for those who are conserved.

- Staffing and Hiring Issues

For County directly operated, but also for contracted provider staff, the increased demand for mental health services exceeds staffing capacity. Furthermore, post-COVID, hiring of clinical staff has proven to be extremely difficult due to the paucity of eligible candidates willing to work in-person rather than remotely. In the face of unprecedented demand for mental health services, the demand outpaces the number of available mental health practitioners.

Similarly, recruiting and hiring qualified social work and case management staff to work in the jails has been challenging in the current tight job market, while the proportion of individuals in jail with serious mental illness has continued to increase.

- Interim and Permanent Housing

The supply of interim and permanent housing and residential treatment facilities in Los Angeles County accessible to individuals leaving the jails or prisons remains inadequate to meet the need. Specific needs include additional Board and Care facilities, residential placements for individuals with developmental disabilities, and residential treatment facilities that can accommodate individuals with co-occurring medical, mental health, and/or SUD conditions.

- Office Space Needs

Identifying sufficient office space is a challenge for many departments. For example, office space that meets the need for privacy and confidentiality at Probation HUBs and area offices continues to be an ongoing challenge. Departments continue to collaborate to try and find new and innovative ways to meet these needs.

- Jail Overcrowding

Despite a reduction in the jail's overall population, overcrowding has continued to be a challenge due to various factors. The lengthier stays of individuals sentenced under P.C. 1170(h), the continued growth in the jail's mentally ill population as a percentage of the population, and the specialized housing demands for incarcerated individuals impacted by the COVID-19 pandemic have served to exacerbate the lack of available bed space.

The County is further limited by a lack of appropriate space to meet the instructional, clinical, and counseling needs for the jail population.

- Transportation Services

Ensuring that individuals have transportation to treatment services and other locations where they need to be is a challenge that the County is focused on addressing. While progress is being made, the need is high. For example, the Probation Department's Mobile Assistant Team receives approximately 200 "conditional release" requests from the Revocation Courts to transport clients to treatment facilities on a monthly basis. (Conditional releases allow clients to be released early from custody and be directly transported to housing, substance abuse, and/or mental health treatment services.) Unfortunately, the ten Deputy Probation Officers (DPOs) assigned to the Mobile Assistant Team are only able to transport an average of 85 conditional releases per month. During FY 22-23, the Team conducted 1,030 conditional release transports.

- Other Treatment Challenges

Limited access to clients who are incarcerated, including courthouse settings, can be a challenge in providing timely screening and linkage to SUD services.

Additionally, the release of incarcerated individuals is often not updated immediately upon an individual's release, impacting Medi-Cal status of individuals and can result in challenges for timely access and payment for SUD treatment services.

22. What programmatic changes and/or course corrections has the CPP made in the implementation of Public Safety Realignment that it believes other counties would find helpful?

>Public Safety Realignment implementation in Los Angeles County is continually evolving. Some of the programmatic changes that have been made since implementation include the following:

- Co-Occurring Disorder Services

Given the ever-growing need for services addressing both mental health and substance abuse needs, DMH continues to collaborate with DPH-SAPC in increasing, improving, and providing relevant and appropriate co-occurring services to AB 109 clients.

DMH and DPH-SAPC continue to collaborate with partners in increasing the number of Co-Occurring Integrated Care Network (COIN) programs available for AB 109 clients. Similarly, DMH is addressing the increased need for greater Enriched Residential Services (ERS). DMH collaborates closely with the Probation Department, DHS, and DPH-SAPC to address issues that impact each department and find ways of always improving outcomes.

- In-custody Mental Health Assessments

Prior to the pandemic, DMH hired three clinicians to conduct mental health assessments with AB 109 individuals inside of Los Angeles County jails. The goal was to determine the level of mental health need, and subsequently link individuals to the appropriate levels of care.

In-reach prior to release has demonstrated superior outcomes. Cognizant of the on-going need for jail in-reach, this year DMH increased the number of allocated clinical positions to a total of four. These clinicians work to conduct assessments in Men's Central Jail and Twin Towers and facilitate linkage to the appropriate levels of care.

- Mental Health Trainings

To improve clinical risk management and on-going client care, the County continues to offer ongoing, specialized, evidence-based forensic trainings to mental health treatment providers geared towards increasing the clinical staffs' expertise on various topics. Trainings include the following:

- Working with the Forensically Involved Mandated Consumer

- Assessment and Treatment of Impulse-Control Disorders In Forensic Settings
 - A Strength-Based Approach for the Treatment of Forensic Consumers
 - Legal and Ethical Considerations: Working with Forensically-Involved Individuals
 - Forensic Mental Health – Back to Basics
 - Risk Assessment for Violence-Forensic Focus
 - Problem-Solving Therapy (PST) in Forensic Settings
 - Safety and Crisis Prevention/Interventions when working with Forensic/Justice Involved Consumers
 - Diagnosis, Treatment and Risk Management of Antisocial Personality Disorders and Psychopathy
 - Applying the Risk-Need-Responsivity Principles and Level of Service/Case Management Inventory (LS/CMI) in your practice
-
- Co-location at Probation HUBs

As of July 25, 2022, DMH clinicians have returned to be co-located at the Probation HUBs on a modified, in-person schedule. Assessments are available in-person and triages and consultations via telehealth.

- Re-entry Services

The Sheriff's Department Community Transition Unit (CTU) continues to partner with community-based organizations and other agencies to offer re-entry services to incarcerated individuals, including those in custody under realignment, with the goal of reducing recidivism. Some of these services include the issuance of public transportation "TAP" cards, replacement California identification cards, and birth certificates.

In addition, the Community Re-entry and Resource Center (CRRC) was established within the Inmate Reception Center (IRC) lobby to provide transitional services to justice-involved individuals upon release from custody, including those who identify as being homeless. Service windows provide information and services for mental health, drug treatment programs, general relief benefits, referrals for employment and housing, information regarding the Probation Department and Parole, and information for Military Veterans.

- Telehealth Services

As a response to COVID-19, further policy flexibilities, consistent with state and federal allowances, enabled the provision of SUD treatment and screenings via telephone and introduced the provision of services via telehealth to minimize transmission risks. DPH-SAPC contracted providers to continue using telehealth and enable the delivery of services to continue client participation, especially for difficult to engage individuals.

- Recovery Bridge Housing

Recovery Bridge Housing (RBH) is defined as a type of abstinence-focused, peer-supported housing that provides a safe interim living environment for patients who are homeless or unstably housed in need of SUD treatment. Research shows that SUD treatment outcomes are better for individuals experiencing homelessness when they are stably housed.

To address the needs and increased volume of homeless justice-involved individuals being released early, related to jail population decompression and anticipated pre-trial reform, and the proposed closure of Men's Central Jail, DPH-SAPC worked to increase RBH capacity to 1,170 beds in FY 2022-23. RBH capacity is expected to expand to approximately 1,600 beds by the end of FY 2023-24. The additional capacity will be supported by non-DMC funding resources.

While the additional beds will be beneficial to individuals being diverted from jail to community-based treatment and help minimize individuals exiting to homelessness from custody, they are not dedicated solely to the justice-involved population; rather, available to all individuals entering the SUD system of care in Los Angeles County. In addition, DPH-SAPC is in the process of developing a new model of recovery housing which will afford unstably housed individuals additional time to obtain stable, permanent housing.

- Field Based Services

DPH-SAPC employed an in-home Field Based Services (FBS) pilot project to allow for a mobile service delivery option for high-risk populations to receive outpatient type services at their place of residence. FBS provides an opportunity for SUD network providers to address patient challenges when accessing traditional treatment services, such as physical limitations, employment conflicts, transportation limitations, and/or restrictive housing requirements.

- Expansion of Treatment Network Serving Justice Impacted Clients

During FY 22-23, nine additional treatment locations have been added to the Criminal Justice treatment provider network.

- Mobile Resource Centers

Probation utilizes two (2) mobile resource centers (MRCs) that serve as mobile offices throughout the County to meet many transient clients in the community. These MRCs allow clients who have difficulty reporting to the office because they lack transportation or capacity, to engage with their DPO and obtain referrals to mental health services, SUD treatment, housing, systems navigation, and/or employment services. The contracted housing provider is co-located at the MRC site to provide immediate housing and transportation services from one of the transitional housing providers. During FY 22-23, 1,108 clients reported to an MRC location. The MRCs were deployed 87 times to 14 different MRC locations throughout Los Angeles County.

- Pre-Release Video Conference program

Probation has a countywide Pre-Release Video Conference (PRVC) program. The PRVC is a means for future clients to interact with their assigned DPO at least 45 days prior to release from prison utilizing virtual technology. This critical engagement initiates communication between the future client and their DPO. It allows them an opportunity to interact with their assigned DPO who can provide critical information such as where to report when released, and address any questions or concerns (homelessness, substance abuse, medical needs). Staff from DMH also participate in PRVCs with Probation. During FY 22-23, a total of 757 PRVC interviews were completed.

- Office of Diversion and Reentry

To expand the availability of treatment, diversion, and reentry services, the County established the Office of Diversion and Reentry (ODR) in 2015. Since that year, public safety realignment funding has been allocated to ODR to support various programs, including:

ODR Housing

The ODR Housing program supports the diversion of AB 109 clients who have serious mental health issues and SUD from entering the justice system. Clients receive housing and programming specifically designed to support criminal justice diversion for community-based treatment.

MIST/Mental Health Diversion/SB 317 Beds

The Misdemeanor Incompetent to Stand Trial (MIST)/Mental Health Diversion/SB 317 program will support individuals facing misdemeanor charges who are found incompetent to stand trial being placed into community-based settings for treatment and eventual linkage to permanent housing. The community-based settings are tailored to meet the needs and clinical acuity of the clients.

Jail Decompression Beds

The Jail Decompression Beds program provides 195 jail decompression interim housing beds, which will support efforts to prevent the spread of COVID-19 among vulnerable populations within the jails by providing interim housing to individuals who are experiencing homelessness and have severe mental health and/or significant physical health needs.

Overdose Education Naloxone Distribution (OEND)

The Overdose Education and Naloxone Distribution (OEND) program will support the reduction of the number of deaths related to opioid overdose in Los Angeles County. OEND provides overdose prevention education and naloxone to individuals who are at

risk of opioid overdose and/or those who are likely to be at the scene of an overdose and can respond.

Harm Reduction Drop-In

The Harm Reduction Drop-In program will support three (3) existing community-based harm reduction service providers in establishing additional drop-in centers in Los Angeles County. These centers will provide essentials, such as food, water, harm reduction supplies, hygiene support, and referrals to medical care and other supportive services, to people experiencing homelessness (PEH), people who use drugs (PWUD), people recently released from incarceration, and people engaged in sex work.

Harm Reduction Supplies

The Harm Reduction Supplies program will support the purchase of harm reduction supplies, such as naloxone, alcohol wipes, sterile water, sharps containers, condoms, sterile syringes, and other safer sex and safer consumption supplies. Supplies will be provided to DHS direct and community-contracted entities to distribute to people recently released from incarceration, PEH, PWUD, and people engaged in sex work.

Let Everyone Advance with Dignity/Law Enforcement Assisted Diversion (LEAD) Expansion

The LEAD program aims to reduce racial disparities in arrests, filing, and sentencing by addressing root causes of frequent law enforcement contact that are related to substance use, unmet mental health needs and/or extreme poverty. This will allow for the expansion of the LEAD program by supporting 400 additional slots at four (4) new LEAD sites.

- Restitution Collection Taskforce

When public safety realignment was enacted, it did not initially account for restitution collection at the County level for cases that previously were supported by CDCR. Changes in the law addressed this, but an infrastructure still needed to be put into place. In 2014, the Board of Supervisors commissioned the Countywide Criminal Justice Coordination Committee (CCJCC) to create a Restitution Collection Taskforce to determine how best to do that.

The Restitution Collection Taskforce has implemented restitution collection for AB 109 cases, first in 2016 for mandatory supervision and PRCS cases, and then in 2018 for those AB 109 individuals in custody.

- Justice, Care, and Opportunities Department (JCOD)

In 2022, the Board of Supervisors established the Los Angeles County Justice, Care, and Opportunities Department (JDOD) to reinforce the County's "Care First" approach.

JCOD's mission is to integrate and enhance Los Angeles County's services for vulnerable, justice impacted individuals to receive the appropriate care.

The Department is focused on providing opportunities through prevention, diversion, and reentry for justice impacted adults and transition-age youth while working to ensure safe and thriving communities through innovative supportive services and programs, and capacity-building of community and faith-based organizations.

- Transportation and Peer Support

The Probation Department is working with JCOD to build community support for implementing a pilot program that will provide transportation and peer support to individuals being released from County jail in the South Los Angeles region.

- 23.** Describe a local best practice or promising program that has produced positive results. If data exists to support the results, please share.

- >• Best and Promising Practices with Mental Health Treatment

AB 109 DMH contracted agencies utilize an interdisciplinary approach to treatment which include psychiatrists, clinical psychologists, social workers, and peer support specialists. Programs have cultivated relationships with local community health clinics as well as with various organizations and providers to obtain resources for housing, medical / dental care, and transportation. Program staff are committed to providing best practice services to all participants.

The programs continue to utilize evidence-based risk assessment tools to identify individuals that are at high risk for reoffending and focuses on providing intensive services to this group. Moreover, tailored treatment plans are designed to address each individual client's specific needs. Programs emphasize life skills training, employment support, and linkage to community resources which maximize successful community reintegration.

DMH contracted providers continue to include Assertive Community Treatment (ACT) and the Risk, Needs, Responsivity (RNR) Model. Mental health providers also include principles from Critical Time Intervention (CTI), Dialectical Behavioral Therapy (DBT), and Motivational Interviewing.

CommonGround is utilized to incorporate peer service in the work with clients as well as various psychoeducational groups such as mindfulness, anger management, healthy relationships (domestic violence), vocational, independent living, and substance abuse.

Residential providers continue to utilize token economies with great success. Clients that arrive at the facility are encouraged to earn all of their privileges. Clients start out the first 30-days in-house, but as long as they follow all the house rules and participate in treatment (groups and individual) for the 30 days, they can promote to staff level.

Clients are allowed to leave the building for walks, outings, and shopping trips. Clients “earn” all future buddy and solo privileges by taking their prescribed medications, attending 85% of offered groups, and meeting with their assigned point of contact. This gives clients back their locus of control in their treatment and helps to increase accountability in preparation for discharge planning.

- Increasing Access to SUD Treatment

DPH-SAPC continues to increase access and minimize the time between the initial verification of eligibility, clinical need determination, referral, and the first clinical encounter. Ultimately, DPH-SAPC promotes a no “wrong door” to enter the County’s specialty SUD system and maintains several entry points:

- Client Engagement Navigation Services (CENS) – Establishes and maintains cooperative linkages to connect individuals to SUD treatment by co-locating qualified SUD counselors at designated county facilities (e.g., Courts and Probation offices responsible for making appropriate connections and referrals that address unmet client needs). This is the primary entry pathway for the AB 109 population.
- Substance Abuse Service Helpline (SASH) – A 24 hours a day, seven (7) days a week, and 365 days a year access line (1-844-804-7500) that clients can call to initiate a self-referral for treatment. SASH conducts screening via telephone and, based on screening results, recommend clients to the appropriate treatment provider that meets appropriate level of care.
- Service and Bed Availability Tool (SBAT) <http://sapccis.ph.lacounty.gov/sbat/> is a publicly accessible, web-based tool that provides a dashboard of available specialty County-contracted SUD services throughout the county, including outpatient and intensive outpatient, various levels of residential treatment and withdrawal management, OTPs, RBH, and Driving Under the Influence (DUI) programs.

The purpose of the SBAT is to help achieve the aim of a more organized SUD delivery system by simplifying the process of identifying appropriate SUD providers. By allowing users to filter their search based on the levels of care, languages spoken, and types of services delivered, users can tailor their search according to their need, and more quickly identify intake appointment times and available residential and RBH beds.

Recently, DPH-SAPC expanded SBAT’s availability by creating a mobile version (www.recoverla.org), making it more accessible to the public and others in need of SUD treatment.

Additional programs addressing the needs of justice-involved individuals include:

- Co-Occurring Integrated Care Network (COIN)

As previously referenced, COIN is a collaboration between DMH, DPH-SAPC, Probation, and the Superior Court, that serves clients who have a chronic SUD and

severe and persistent mental illness. COIN targets clients who are at high risk for relapse and are referred through AB 109 Revocation Court. During FY 22-23, DPH-SAPC added Tarzana Treatment Centers to the COIN preferred provider network to expand the capacity of the COIN program.

- The Substance Treatment and Re-Entry Transition (START) – Community Program

Also as previously referenced, the START – Community Program places sentenced individuals into community SUD treatment beds as an alternative to custody. Launched in mid-2015, the START-Community Program provides community-based, supervised, non-custodial residential treatment services to non-violent, non-serious, and non-sexual offense (N3) persons in custody (patients) who have ninety (90) days left on their sentence and who volunteer to participate in an SUD treatment program while they serve out the remainder of their sentence in a residential treatment facility.

Patients participating in the START – Community Program remain under the supervision of the Los Angeles County Sheriff's Department using a GPS electronic monitoring device worn for the duration of the treatment stay.

- In-Custody to Community Referral Program (ICRP)

ICRP was established in December 2018 to enable individuals in-custody to transition directly into treatment upon their release. ICRP is a partnership among the DHS, Correctional Health, Whole Person Care (at Twin Towers County Jail, Century Regional Detention Facility, and Pitches Detention Center), DPH-SAPC, and selected SUD contracted network providers.

ICRP SUD counselors collaborate with treatment providers to coordinate the reintegration of individuals in-custody and ensures a warm handoff to the appropriate level of care and supporting services. A pre-screening intake is conducted to identify each patients' specific needs (i.e., co-occurring disorder) and helps refer them to an appropriate SUD treatment provider, and corresponding level of care.

- Alternatives to Incarceration's Rapid Diversion Program (ATI-RDP):

DPH-SAPC partnered with DMH ATI-RDP to expand CENS screening and referral navigation services at three existing co-located courthouses: Antelope Valley, Van Nuys, and Clara Shortridge Foltz Criminal Courts Building.

ATI-RDP is a pre-plea diversion program targeting individuals with a mental health or SUD diagnosis. Individuals in this program participate in programming, receive housing resources, and are case managed by DMH for a period recommended by the service provider and approved by the Court. Cases are dismissed for individuals who successfully complete the program.

- Martin Luther King Jr. Behavioral Health Center (MLK BHC) SUD Residential Treatment

The MLK BHC offers comprehensive residential treatment services for Los Angeles County residents with SUDs. This facility has 99 beds serving men and women, of which DPH-SAPC has dedicated 33 beds to individuals who are justice-involved and meet criteria for services under intercepts 1, 2, and 3. Individuals will be provided evidence-based programming that address avoidance of justice system involvement and/or support reintegration into community to increase self-sufficiency and reduce recidivism.

- Care First Community Investment Funded SUD Treatment

DPH-SAPC supports the Los Angeles County's Care First Community Investment's (CFCI) "Care First Jail Last" mission by providing SUD treatment for justice-impacted clients eligible for diversion from jail to community-based treatment. CFCI funding is allocated to provide all levels of SUD treatment. This funding supports all non-DMC reimbursable SUD treatment services and RBH.

- Partners for Justice

Client advocates embedded in Public Defender offices provide holistic resources referrals for essential needs, including housing, employment, mental health treatment, family reunification, and more. Beginning in August 2021, this pilot program is designed to break cycles of incarceration and promote community stability by addressing the underlying issues that frequently lead to involvement in the criminal legal system.

Working in teams of three, 18 client advocates are currently embedded in six courthouses. Locations include Pasadena, East Los Angeles, Compton, San Fernando, Van Nuys, and Downey. AB 109 funding has produced significant successes that have supported a successful request for federal funding through a JAG grant which will bring continuity and further expansion through 2025.

- Psychiatric Social Worker (PSW) Program

The PSW Program began with the California Department of Corrections and Rehabilitation (CDCR) funding three Psychiatric Social Workers (PSWs) who are employed by the Los Angeles County Public Defender's Office and Alternate Public Defender's Office. The PSWs work on cases in which female defendants face sentences to state prison. By developing social histories on the clients and program placement proposals that can be considered during the adjudication process, the PSWs support a holistic defense approach. While final dispositions in cases remain subject to the court adjudication process, that holistic defense approach can provide significant support for alternatives to custody/diversion outcomes.

In the CDCR-funded program's first three years, 199 women were successfully diverted away from state prison, resulting in a combined reduction of over 2,433 years of incarceration and a state prison cost savings of over \$193 million.

Due to the success of the CDCR-funded PSW program, four PSW positions were funded for the Public Defender's Office and two PSW positions were funded for the Alternate Public Defender's Office in October 2021 to complete comprehensive assessments that address multiple grants of supervision.

In the program's first fourteen (14) months, among clients represented by the Public Defender's Office, 55 individuals were successfully diverted away from state prison, resulting in a reduction of over 578 years of incarceration and a state prison cost avoidance of over \$46.5 million.

- FIP (Forensic Inpatient) Stepdown

FIP (Forensic Inpatient) Stepdown is a service delivery program which utilizes innovative solutions to complex problems encountered by staff delivering mental health treatment and health care to incarcerated patients. This program is a collaboration between the Sheriff's Department and DHS-ICHS nursing and mental health clinicians which began in January 2016. In addition, in Spring 2023, the Sheriff's Department began to explore High Observation Housing (HOH) Dorm modules with therapeutic features similar to FIP Stepdown dorms.

Patients in these therapeutic housing units at risk of requiring inpatient services are provided increased intervention in their housing unit with the goal of increasing medication compliance, improving socialization, attention to self-care, and developing trust with healthcare providers.

Two sources of data confirm the success of the program in stabilizing the patients, leaving the inpatient beds for other more critical needs. Self-injurious behavior (e.g., a patient cutting themselves either out of frustration and emotional dysregulation or in an attempt to harm themselves) is reduced in the FIP Stepdown and HOH Dorm modules compared to other high observation floors.

- HOPE Dorm

The HOPE Dorm is an innovative treatment program for suicidal patients within the jail. This program is a collaboration between the Sheriff's Department and DHS-ICHS. Patients with on-going risk of self-harm are placed in a dorm setting to increase safety and engagement and are provided intensive treatment.

- Alternatives to Incarceration

The Probation Department has embraced the Alternatives to Incarceration (ATI) initiative adopted by the Board of Supervisors to decrease the jail population by providing community supportive services when feasible to do so. Therefore, the

Department significantly reduced the use of “flash incarcerations,” as a sanction (only 29 for FY 22-23), and instead utilizes other interventions such as suspended jail sentences and participation in treatment services in lieu of incarceration. In addition, the Department only authorizes custodial holds on individuals who have committed new felonies in the community or are a danger to others. This has resulted in less revocations and custody time, with only 3% of clients being on revocation status at any given time.

For FY 22-23, a total of 1,688 clients were terminated from supervision within twelve months without any custodial sanctions.

- Mobile Resource Centers

The MRC program was very successful at servicing over 1,100 clients in the community during FY 22-23 who were either transient and/or had difficulty reporting to an office. The County was recently awarded a \$2.1 million BSCC grant to purchase an additional seven MRC vehicles to be utilized to service transient clients in the community.

ATTENTION: This concludes Part A of the FY 2023-24 CCP Survey.

Please complete [Part B](#) in Microsoft Excel which consists of two (2) budgetary sections and upload into the BSCC-Submittable online portal.

Optional Highlight or Success Story – upload into the BSCC-Submittable portal

In addition, to produce a more comprehensive report on the implementation of realignment, we are asking for a brief, one-page, visually appealing, highlight or success story that provides implementation information related to the county’s Public Safety Realignment success. This highlight may include optional graphs, charts, photos, or quotes. Photos of programs in action along with quotes from program participants and/or community partners do not need to provide identifying information. The highlight or success story provided may be published in the *2011 Public Safety Realignment Act: Twelfth Annual Report on the Implementation of Community Corrections Partnership Plans*. While every effort will be made to include these in the report, inclusion is not guaranteed. Note: Ensure any individual(s) in the photos have given their consent for use/publication and do not submit any photos that include faces of minors (youth under the age of 18).

Submission Instructions

The complete CCP Survey package, including all attachments, shall be completed and submitted through the BSCC-Submittable online portal **by December 15, 2023**.

Please be aware that a complete CCP Survey package, including an updated CCP plan, MUST be submitted to the BSCC to receive compensation.

NOTE: *The information provided in the CCP Survey package will be made public by the BSCC in the annual report to the Governor's Office and the Legislature on the implementation of Community Corrections Partnership plans on the BSCC website.*

FY 2023-24 Community Corrections Partnership Survey
PART B

Part B of the CCP Survey collects information about the allocation of Public Safety Realignment dollars.
For detailed guidance on how to complete Part B of the CCP Survey package, please refer to the FY 2023-24 CCP Survey Data Reporting Guide at:
https://www.bscc.ca.gov/m_realignment/

The first question in this file, question 24, requests the name of the county for which the survey is being submitted.

Following the identification of the county, Part B is divided into two sections:
Section 6: FY 2022-23 Public Safety Realignment Funding Allocation
Section 7: FY 2023-24 Public Safety Realignment Funding Allocation

24. Please identify the county for which this portion of the survey is being submitted:
County Name: LOS ANGELES

SECTION 6: FY 2022-23 Public Safety Realignment Funding Allocation

Section 6 contains questions related to the allocation of FY 2022-23 Public Safety Realignment dollars. There are three (3) questions in this section.

When answering these questions, consider the funds allocated in FY 2022-23 and include any monies from 2021-22 growth funds and 2022-23 programmatic funding.

25. Of the total funds received in FY 2022-23, how did the CCP budget the allocation? Input the total allocation in the cell above the table. Within the table, identify where funds were allocated to, and include if the county used any carry-over funds (monies from previous annual CCP allocations) and/or if the county put any funds into a reserve fund (i.e., funds specifically set aside to be used when budget is disrupted or decreased so operations can continue). Please correct the information provided if there is a difference showing between the stated total allocation and the calculated amount (directly below the table). Differences will automatically display in **red**. Please correct any cells displaying **red** prior to submitting.

Total Allocation: \$ 663,261,000

Where funds were allocated to:	Amount
Alternate Public Defender	\$ 6,534,000
Auditor-Controller	\$ 237,000
Board of Supervisors	\$ 4,083,000
Chief Executive Office	\$ 240,000
District Attorney	\$ 8,929,000
Economic Opportunity	\$ 1,303,000
Fire District	\$ 4,579,000
Health Services (includes Office of Diversion & Re-Entry)	\$ 145,305,000
Justice, Care and Opportunities	\$ 14,875,000
Mental Health	\$ 44,418,000
Probation	\$ 124,626,000
Public Defender	\$ 16,485,000
Public Health	\$ 15,757,000
Sheriff	\$ 249,723,000
Trial Court Operations	\$ 49,000
Youth Development	\$ 26,118,000

Please spell out all names and do not use acronyms.

(Total sums to)	\$ 663,261,000
Difference from	
Stated Allocation:	\$ -

26. Of the total funds received in FY 2022-23, how much did the CCP allocate to public agencies for programs and services? How much did the CCP allocate to non-public agencies for programs and services? Input the total allocations in the cells above each table. Within the tables, identify where funds were allocated to. Please correct the information provided if there is a difference showing between the stated total allocation and the calculated amount (directly below the table). Differences will automatically display in **red**. Please correct any cells displaying **red** prior to submitting.

Total Allocation to public agencies: \$ 663,261,000

Total Allocation to non-public agencies:

Where funds were allocated to (public agencies):	Amount	Where funds were allocated to (non-public agencies):	Amount
Alternate Public Defender	\$ 6,534,000	NOTE: Several departments receive funding and subsequently contract with non-public agencies for services.	
Auditor-Controller	\$ 237,000		
Board of Supervisors	\$ 4,083,000		
Chief Executive Office	\$ 240,000		
District Attorney	\$ 8,929,000		
Economic Opportunity	\$ 1,303,000		
Fire District	\$ 4,579,000		
Health Services (includes Office of Diversion & Re-Entry)	\$ 145,305,000		
Justice, Care and Opportunities	\$ 14,875,000		
Mental Health	\$ 44,418,000		

Chief Executive Office	\$ 350,000
District Attorney	\$ 10,503,000
Economic Opportunity	\$ 1,820,000
Fire District	\$ 4,359,000
Health Services (includes Office of Diversion & Re-Entry)	\$ 170,588,000
Justice, Care and Opportunities	\$ 32,939,000
Mental Health	\$ 43,631,000
Probation	\$ 129,611,000
Public Defender	\$ 18,885,000
Public Health	\$ 15,837,000
Sheriff	\$ 255,762,000
Trial Court Operations	\$ 49,000
Youth Development	\$ 26,306,000
(Total sums to) \$ 723,046,000	(Total sums to) \$ -
Please spell out all names and do not use acronyms.	Please spell out all names and do not use acronyms.
Difference from Stated Allocation: \$ -	Difference from Stated Allocation: \$ -

\$4,402,000 consisting of the following: \$1,374,000 allocated to the Board of Supervisors for the Countywide AB 109 program evaluation; \$2,447,000 allocated to the Board of Supervisors for operation and maintenance of information systems for data collection, aggregation and analysis; and \$581,000 allocated to the Department of Health Services for the evaluation of its Substance Treatment & Re-Entry Transition (START) and Medication Assisted Treatment (MAT) programs.

IMPORTANT

If you have any questions or need technical assistance with the BSCC-Submittable online portal, please contact:
Helene Zentner, Field Representative
Board of State and Community Corrections
Helene.Zentner@bscc.ca.gov
916.838.7777

ATTACHMENT B:
2024 CCP Plan



PUBLIC SAFETY REALIGNMENT TEAM

Realignment Implementation Plan - 2024

Part I:

CCP Plan Framework

(Approved June 2021)
(Revised January 2024*)

*PSRT revised the framework in January 2024 to reference accurately those programs that are now overseen by the Justice, Care, and Opportunities Department (JCOD), which had not yet been established in 2021.

I. BACKGROUND AND INTRODUCTION

PUBLIC SAFETY REALIGNMENT

In October of 2011, the State of California enacted Public Safety Realignment, a major criminal justice reform effort to reduce state prison overcrowding as ordered by a Federal Court. Outlined in Assembly Bill 109 and Assembly Bill 117, Public Safety Realignment transferred various responsibilities from the State to counties. Though more specific criteria apply, the primary components of realignment were as follows:

- ***Local Custody*** – Custody responsibility was transferred from the State to counties for individuals convicted and sentenced for non-violent, non-serious, non-sex (N3) felony offenses.
- ***Post-Release Community Supervision*** – Community supervision of eligible individuals released from state prison was transferred from state parole to a new, county-implemented Post-Release Community Supervision (PRCS) program.
- ***Local Revocation Process*** – Revocation processes for state parole (and for the newly created PRCS) were transferred to the counties and a local Court process. In addition, custody terms that result from parole (or PRCS) revocations were shifted to local county jail.

LOS ANGELES COUNTY’S PUBLIC SAFETY REALIGNMENT TEAM

Following its adoption of the County’s Community Corrections Partnership (CCP) realignment implementation plan in 2011, the Board of Supervisors established the Public Safety Realignment Team (PSRT) to ensure the ongoing coordination of realignment implementation among departments, stakeholder agencies, and community partners. Initially established with a composition and structure mirroring a county’s CCP, the PSRT is chaired by the Chief Probation Officer and provides ongoing realignment updates to the Board of Supervisors and the California Board of State and Community Corrections.

In December 2020, the Board approved a motion expanding the membership of the PSRT and directing the newly constituted body to update the county’s implementation plan. Specifically, the Board approved an updated PSRT membership structure by adding:

1. The department head or high-level executive from:
 - a. Office of Diversion and Reentry
 - b. Alternatives to Incarceration Initiative (now Justice, Care, and Opportunities Department)
 - c. Anti-Racism, Diversity, and Inclusion Initiative
 - d. Department of Health Services

2. Five representatives from community-based or advocacy organizations that work with the AB 109 reentry population with one appointee to be appointed by each supervisor for two-year terms; at least one representative should have lived experience.

Further, the Board directed the updated PSRT to:

1. Revise the AB 109 Community Corrections Partnership (CCP) implementation plan to reflect the Board's priorities on alternatives to incarceration, including, but not limited to, diversion programs, substance abuse programs, mental health treatment, housing, restorative justice programs, and community-based services.
2. Within 90 days of the new AB 109 CCP implementation plan being approved, provide recommendations for AB 109 funding that reflect the Board's priorities listed above.

The PSRT member roster and full motion approved by the Board are attached.

IMPLEMENTATION PLAN FORMAT

The goal of the PSRT implementation update is to provide a framework for how the County can address the responsibilities transferred to the County through realignment and incorporate the County's justice reform priorities. To that end, PSRT members developed an implementation plan format that identifies principles and corresponding programmatic/strategic recommendations in the following subject matter areas:

- Diversion / Alternatives to Incarceration
- Custody and Reentry
- Post-Release Community Supervision

The overall intent was to develop an integrated set of recommendations that promotes community-based services to reduce the number of individuals in custody or on supervision and to ensure that those who are in custody or on supervision are connected with services that support reentry, improve outcomes, and reduce recidivism. The set of documents that were approved by the committee are provided in Section II.

As directed by the Board, the PSRT is continuing its work to provide funding recommendations. Per the Chief Executive Office, the PSRT's funding recommendations will offer valuable input and guidance that will inform the CEO's development of the recommended AB 109 budget.

II. ITEMS APPROVED BY THE PUBLIC SAFETY REALIGNMENT TEAM

Overarching Principles

Diversion / Alternatives to Incarceration

- I. Implementation of Public Safety Realignment in Los Angeles County is guided by the County's Care First, Jails Last priorities.
- II. Los Angeles County's justice system operates with a racial and gender equity lens and aims to reduce racial and gender disparities.
- III. The provision of services that meet the needs of individuals in contact with the justice system, including survivors of harm, are provided by community-based service providers, outside the custody or supervision environments when possible.
- IV. Recovery is not a linear process. As individuals engage in this journey, strategies to assist in recovery should not penalize them and should afford individual agency and a spectrum of services utilizing a harm reduction approach.
- V. Alternative to incarceration efforts must focus on serving communities that are most vulnerable, including BIPOC and individuals with behavioral health needs, transition age youth, women – particularly Black Women – TGI and LGBTQ+ people.
- VI. Services and interventions are designed and delivered based on an individual's needs and strengths.
- VII. Strategies must be implemented to ensure safe and equitable access to services, resources, and obligations, including transportation, geographic proximity, childcare, etc.
- VIII. Strategies must be data-driven, evidence based best practices, with metrics of success to include the impact of strategies on individual and community health, reducing the jail population, improving racial equity, and enhancing public safety.
- IX. Strategies must prioritize addressing the root-causes of economic, racial and gender inequity; poverty and houselessness; criminalization and incarceration; and other forms of interpersonal and systemic harm.
- X. Implementation of Public Safety Realignment in Los Angeles County is in alignment with the 2011 Public Safety Realignment mandates and other relevant statutes and interpreted in the broadest manner to effectuate the overarching principles recognized herein.

Custody and Reentry

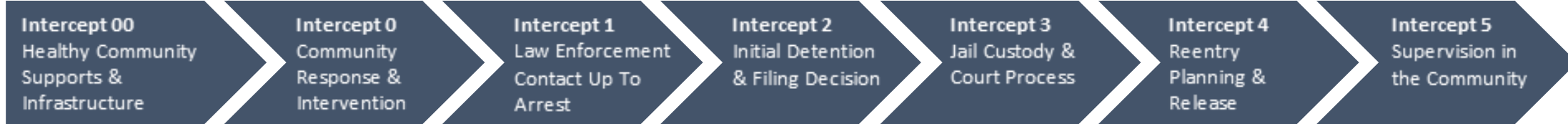
- I. Reentry planning and preparation starts as soon as someone is in custody.
- II. Individuals are removed from custody as soon as possible with appropriate supports.
- III. Community-based organizations play a primary role in within- and post-custody reentry preparation and support.

Post-Release Community Supervision

- I. Pre-release planning, including identification of individualized service needs and establishment of benefits, is a critical component of the PRCS program.
- II. The PRCS model prioritizes an integrated care plan that includes evidence-based supervision practices, treatment, and wrap-around supportive services.
- III. The PRCS model addresses individualized needs in order to support reentry and community reintegration and enhance public safety.
- IV. Individuals should continue to be provided needed treatment and services beyond their supervision period.
- V. Prerelease planning, service delivery, and release should prioritize self- and community-determination.
- VI. Consistent, accessible, publicly transparent, robust, and funded data collection and reporting should be conducted to establish a baseline, track outcomes, improve outcomes, and determine if there are any unintended outcomes, and should be reviewed on a regularly established basis (e.g., monthly/annually). Data tracking metrics should include reductions in the jail population and in racial, gender, and geographic disparities.
- VII. Consistent with the overall PRCS supervision model, responses to violations -- including the revocation process -- prioritize a client's connection or re-connection to treatment services.
- VIII. To ensure long-term community stability, develop multiple opportunities throughout the revocation path to provide access to support and services.

Diversion / Alternatives to Incarceration Intercept Model

ATI Office
Intercept Model,
2021



Diversion / Alternatives to Incarceration

Principles and Recommendations

<u>Intercept 00 - Healthy Community Supports & Infrastructure</u>	
Objective: To build a robust community-based network of behavioral health supports, housing, employment, transportation, and other resources to help prevent people from entering or reentering jails	
Principle	Programmatic/Strategic Recommendation
1. Resource and support communities to meet their own needs so that they can grow and thrive, without law enforcement or criminal legal system intervention	a. Community-based Service and Resource Hubs - e.g. DOORS Reentry Center (JCOD); Restorative Care Villages (BOS/DHS/DMH)
2. Youth Development Resources	a. (Youth Justice Reimagined)
3. Safe transportation, housing, safe child care, access to all medical care, free and appropriate public education, diagnosis and support, access to green space and healthy food, employment	
4. Services in the community are delivered by individuals with lived experience that represent the intersections and identities of those impacted in a culturally humble way.	a. Fund and expand community peace-keeper programs that utilize a peer-based model and employ impacted individuals outside of law enforcement; Trans-led gender-affirming education and family support
<u>Intercept 0 - Community Response & Intervention</u>	
Objective: Consistent with community safety, reduce the number of people having contact with law enforcement, by focusing on individual and community wellness and development of strengths and responding to the needs of individuals in crisis	
Principle	Programmatic/Strategic Recommendation
5. Provide direct hand-off to services for people in lieu of arrest	a. Law Enforcement Assisted Diversion (ODR)
6. Create real-time inventory of available services, accessible to individuals, families seeking support, and service providers, and law enforcement where relevant	a. Assessment and Referral App (JCOD)
7. Provide robust, community-based, non-law enforcement responses to those in behavioral health crisis, preferably through those with lived experience	a. Alternative Crisis Response; community-based emergency response (e.g. Community Alternatives to 911); Multi Disciplinary Team (MDT) and Psychiatric Mobile Response Teams (PMRT)
8. Provide harm reduction services for those struggling with substance use disorders	a. Harm Reduction Training/Overdose Education and Naloxone Distribution (ODR)
9. Youth Development and Diversion Resources	a. (Youth Justice Reimagined)
<u>Intercept 1 - Law Enforcement Contact Up to Arrest</u>	
Objective: Consistent with community safety, reduce the number of people from entering the jail system, regardless of charges, with a focus on their strengths and needs	
Principle	Programmatic/Strategic Recommendation
10. Provide direct hand-off to services for people in lieu of arrest	a. Law Enforcement Assisted Diversion (ODR)
11. In situations where behavioral health crisis situation requires law enforcement, it should be a co-response with a clinical and specially trained law enforcement officer.	a. Mental Evaluation Team (LASD/DMH)
<u>Intercept 2 - Initial Detention & Filing Decision</u>	
Objective: Presumption of pretrial release to decentralized community-based services, housing and resources, in an effort consistent with community safety, stability of the individual, and improved health and wellness outcomes	
Principle	Programmatic/Strategic Recommendation
12. Reduce the number of people with mental health, homeless and other vulnerabilities from entering the jail system	a. Prefiling diversion program (JCOD)
13. Develop a strengths- and needs-based system of pre-trial release through an independent, cross-functional entity, situated outside of law enforcement, to coordinate voluntary needs and strengths assessments expeditiously upon booking, and to provide relevant information to court officers to make informed release decisions	a. community-based pretrial service providers (e.g. CASA); access to legal defense counsel; access to participatory defense in the community
14. Decriminalize quality of life and survival crimes	a. Alternative stabilizing housing supports and behavioral health supports, including safe consumption housing; prosecution filing decisions (e.g. prosecutors can reduce or eliminate filing on survival crimes)

15. Create a safe landing space directly across from custody release points to provide shelter and services upon exit; decentralized and accessible for folks returning to their home of origin	a. DOORS Reentry Center (JCOD); Expanded transitional model with housing supports (JPRC); Build a system / platform to coordinate transportation for people reentering communities, grant the right to be taken back to the place of arrest, fund CBOs led by impacted people to provide these services, and provide peer navigators that can support clients with transportation to and from court
	b. Create community-based localized care reentry sites to support reentering individuals by distributing care kits (containing masks, medication, transportation cards, etc.) and connecting them with resources and support during the critical 48-72 hours immediately after release

Intercept 3 - Jail Custody & Court Process

Objective: Establish up-front strength, needs, and behavioral health assessments and robust diversion and release capacity to community-based systems of care, for people whose justice system involvement is driven by unmet behavioral health, physical health, and other clinical needs, and other particularly vulnerable populations

Principle		Programmatic/Strategic Recommendation	
16. Assess and identify as early as possible, those with behavioral health needs who are eligible for diversion and release, and divert to community-based services and supports, as early as possible		a.	AB1810 Pretrial Mental Health Diversion; Misdemeanor Incompetent to Stand Trial (ODR); Felony Incompetent to Stand Trial (ODR); Department of State Hospitals Diversion (ODR)
17. Assess and identify as early as possible, those who may be eligible for diversion and release, and divert to community-based services and supports, as early as possible		a.	Community-based pretrial services (JCOD/ODR); Rapid Diversion (JCOD); Reentry Intensive Case Management System (JCOD)
18. Develop a strengths- and needs-based system of pre-trial release through an independent, cross-functional entity, situated outside of law enforcement, to coordinate voluntary needs and strengths assessments expeditiously upon booking, and to provide relevant information to court officers to make informed release decisions		a.	Community-based pretrial service providers (e.g. CASA); access to legal defense counsel; access to participatory defense in the community
19. Create a safe landing space directly across from custody release points to provide shelter and services upon exit; decentralized and accessible for folks returning to their home of origin		a.	DOORS Reentry Center (JCOD); Expanded transitional model with housing supports (JPRC); Build a system / platform to coordinate transportation for people reentering communities, grant the right to be taken back to the place of arrest, fund CBOs led by impacted people to provide these services, and provide peer navigators that can support clients with transportation to and from court
		b.	Create community-based localized care reentry sites to support reentering individuals by distributing care kits (containing masks, medication, transportation cards, etc.) and connecting them with resources and support during the critical 48-72 hours immediately after release

Intercept 4 - Reentry & Release

Objective: Ensure early release planning for all people coming out of jails and prisons to LA County, and continuity of support and peer navigation to services and supports to ensure stability and success for individuals returning to their communities

Principle		Programmatic/Strategic Recommendation	
20. Begin release planning upon entry into jail, and improve care coordination for release, to support the success of individuals upon release		a.	Care Transitions (DHS-CHS)/Reentry Intensive Case Management System (JCOD)
21. Create a safe landing space directly across from custody release points to provide shelter and services upon exit; decentralized and accessible for folks returning to their home of origin		a.	DOORS Reentry Center (JCOD); Expanded transitional model with housing supports (JPRC); Build a system / platform to coordinate transportation for people reentering communities, grant the right to be taken back to the place of arrest, fund CBOs led by impacted people to provide these services, and provide peer navigators that can support clients with transportation to and from court
		b.	Create community-based localized care reentry sites to support reentering individuals by distributing care kits (containing masks, medication, transportation cards, etc.) and connecting them with resources and support during the critical 48-72 hours immediately after release
22. Support employment development and supports, especially for those with behavioral health needs, TGI, and other marginalized individuals		a.	SECTOR (JCOD); community-based workforce development
23. Allow people to finish serving the last few years of their realignment sentence in the community		a.	Returning Home Well LA

24.	Provide opportunities for community-based reentry sites; Split sentencing with an opportunity to serve the end of sentences in a community-based setting	
25.	Provide safe transportation to everyone leaving custody	a. Platform to connect the individual to the service provider that provides transportation
<u>Intercept 5 - Supervision in the Community</u>		
Objective: Reduce the demands and length of supervision, and improve access to supportive services by connection to peer navigators to improve health and safety outcomes		
Principle		Programmatic/Strategic Recommendation
26.	Promote the principles of Harm Reduction Reduce the number of supervision check-ins, reduce and potentially eliminate technical violations, and reduce and potentially eliminate the issuance of bench warrants for people who incur technical violations on community supervision; Reduce the role of Probation and increase the transitioning of individuals to community-based supports and providers	a. (Probation)
27.	Improve connection to community-based services and resources through peer navigation for those on supervision, with continuity post-supervision	a. Reentry Intensive Case Management System (ICOD)

Custody and Reentry Model



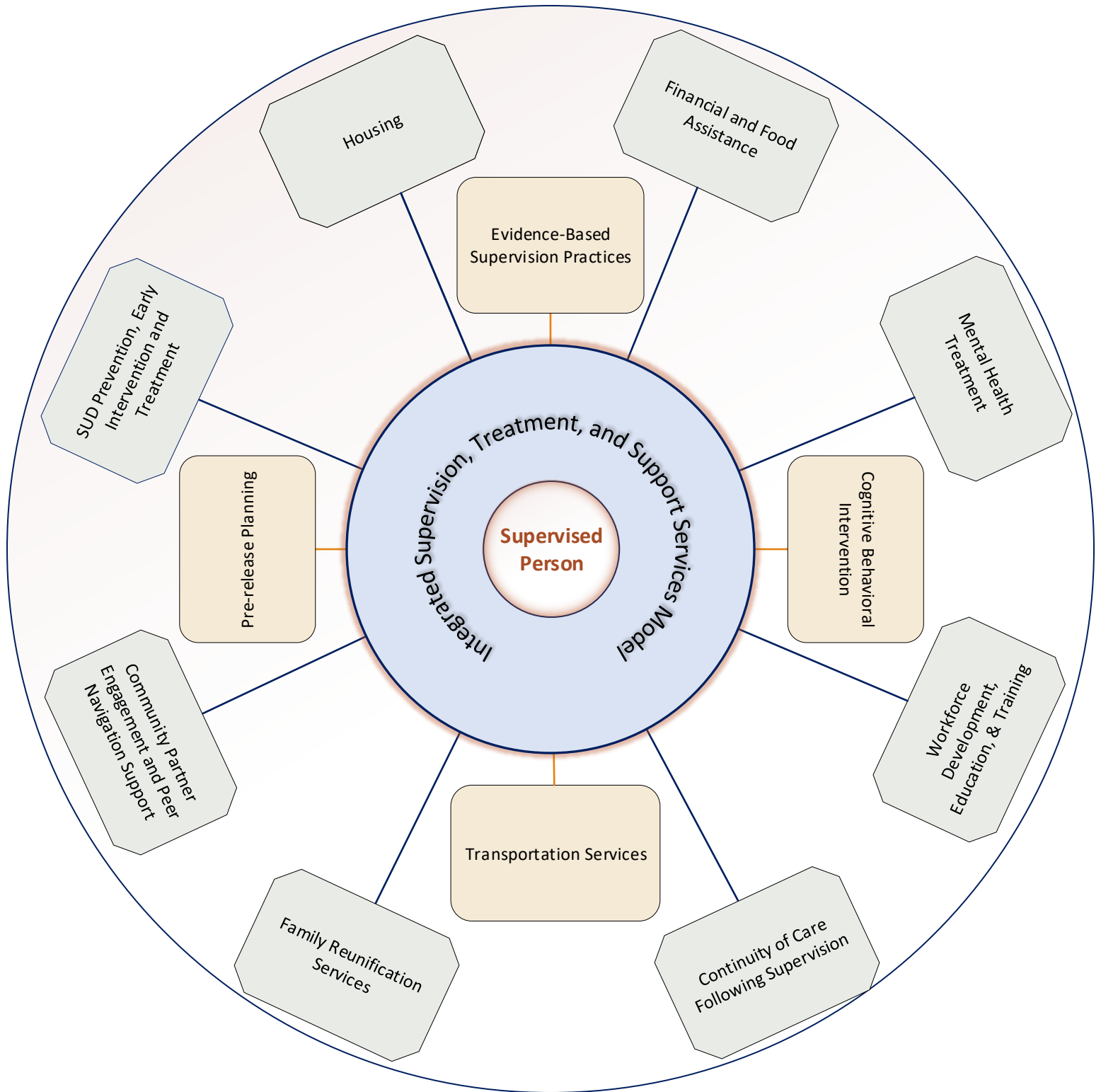
Custody and Reentry

Principles and Recommendations

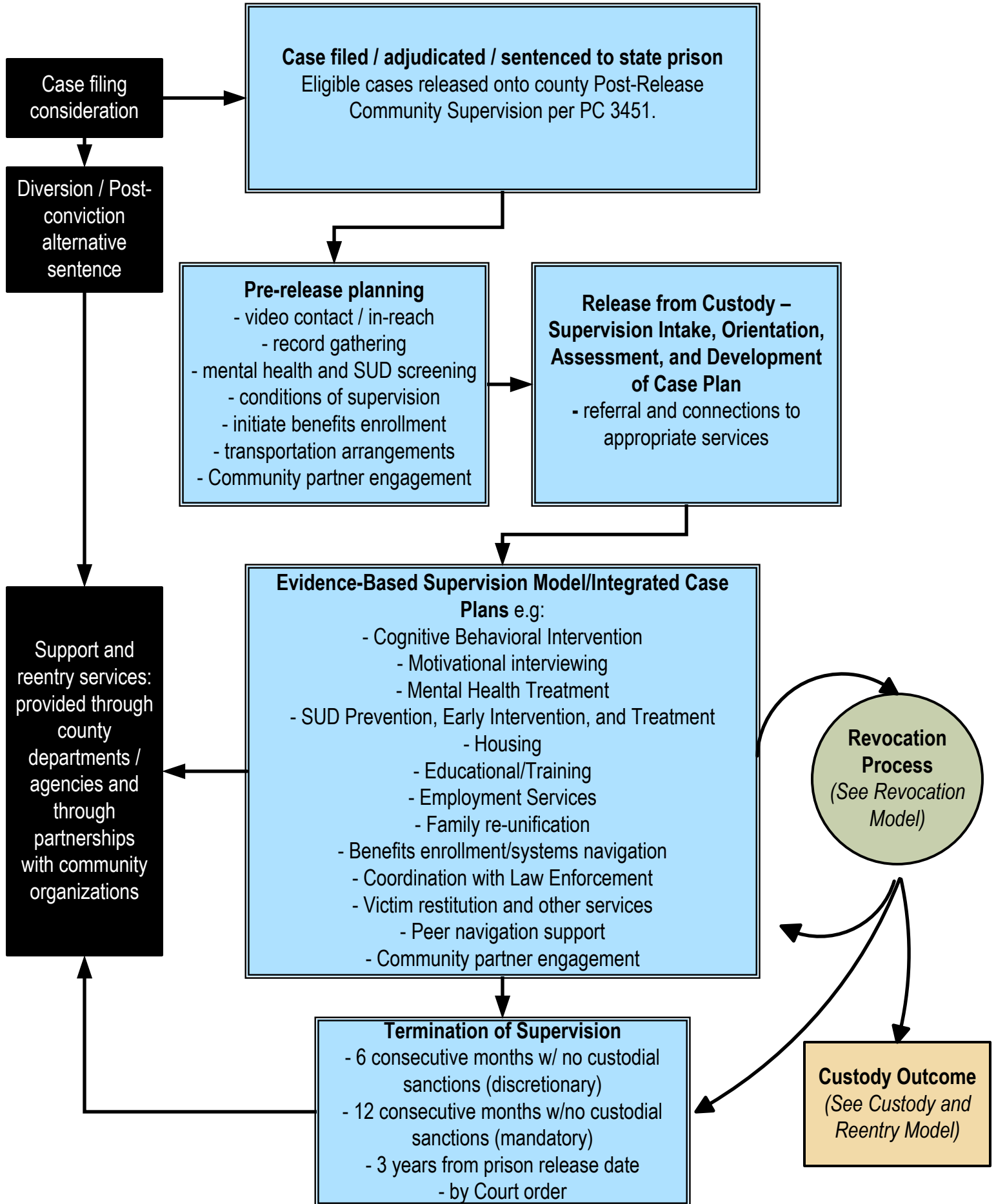
Custody	
Principle	Programmatic/Strategic Recommendation
1. County jail facilities provide a safe and secure housing environment for incarcerated individuals.	
2. Incarcerated individuals have the opportunity to participate in meaningful programming leading to credits.	a. LASD to provide programming including fire camp, Education Based Incarceration (EBI), conservation credit, inmate worker credits, Life Skills and Career Technical Education
3. Gender-responsive services are available to individuals in custody who identify as female.	a. Trauma-informed programming, visitation room (ABC room) for mothers and children, and expansion of services for pregnant and parenting women including prenatal education, doula services and lactation support
4. Healthcare services in jail are delivered in a manner which is inclusive, compassionate, excellent, innovative, and accountable to individuals in the county jail and facilitates continuity of their care upon release.	a. Correctional Health Services to provide high quality physical health, mental health, substance use treatment, and dental care, meeting or exceeding community-level standards of care
5. Evidence-based substance use disorder treatment programming should be available to individuals during their time in custody.	a. Medication for Addiction Treatment (MAT) and START program should be implemented to scale.
6. Incorporate restorative justice programming into custody setting that is led by community-based organizations	
7. Prioritize in-custody workforce development efforts that focus on high road training and employment opportunities that lead to career pathways, family-sustaining wages and self-sufficiency and support individuals in a responsive, holistic way	a. Support and expand efforts like the Career Center at the Century Regional Detention Facility where incarcerated individuals receive certification training in Construction, Hospitality and Technology both as pre-release and post-release training
Reentry	
Principle	Programmatic/Strategic Recommendation
8. Release planning and connection to reentry and community supports should begin as early as possible in custody.	a. Assessment provided soon after arrival that includes strengths, needs, trauma history, family/community supports, and current/prior providers, ideally by a person of the same community with lived experience
9. Involve family member(s), current/prior treatment provider(s) in the community, Probation and defense attorney in reentry planning, as appropriate and with consent of the client	a. Provide opportunities for in-person or virtual in-reach, including assessment interviews or engagement in custody by the identified community treatment provider and/or Probation, if pending release to supervision
10. County and community partners work to identify individuals who may be diverted from jail to alternative to custody programs and/or community-based care.	a. ODR to provide community-based restoration for misdemeanor and felony defendants found incompetent to stand trial (MIST and FIST)
	b. Court-ordered releases to SUD or MH treatment
	c. Rapid Diversion Program (JCOD)
	d. Returning Home Well LA
	e. ODR Housing Program
11. Maximize direct warm handoffs directly from jail to receiving community-based providers	a. Arrange conditional and coordinated releases directly to providers
	b. Provide assistance with transportation to destination upon release
12. All incarcerated individuals should have a safe place to stay upon release.	a. Provide interim housing through Probation-contracted services, DHS Housing for Health, LAHSA or other housing providers
13. Ensuring continuity of care with medical, mental health and SUD treatment upon release is essential to health and well-being	a. Schedule appointments with primary care provider, mental health and/or SUD provider in community prior to release
	b. Provide assistance in applying for or reinstating Medi-Cal benefits
	c. Provide 30-day supply of essential medications at release
14. Efforts to provide individuals with vital documents and enroll in eligible public services are critical to support reentry.	a. Provide assistance in obtaining CA ID, birth certificate, Social Security card, and/or other needed documents

(continued from #14 above)	b. Provide assistance in applying for or reinstating GR, CalFresh food benefits, SSI/SSDI, Medi-Cal and/or other applicable benefits
15. Prioritize workforce development efforts that focus on high road training and employment opportunities that lead to career pathways, family-sustaining wages and self-sufficiency and support individuals in a responsive, holistic way	a. Identify opportunities to support re-entry job seekers through training stipends, intensive case management, system integration like the INVEST program (between DEO and Probation), and other housing/work financial supports
16. Engage and educate employers on the value of hiring justice-involved individuals, concentrating on high growth industries	a. Support and enhance the County's Fair Chance campaign that educates employers on the State's Fair Chance law, but also encourages employers to sign on to the Fair Chance pledge and hire from the reentry population
17. Ensure reentry needs and strengths in all domains are considered in the comprehensive release plan	a. Develop comprehensive reentry plans in collaboration with individual in jail, to include (as needed) housing, medical care, mental health treatment, SUD treatment, family/community/social support (including family reunification if applicable), transportation, Medi-Cal, financial and food support, and needed documents
18. Ongoing case management, navigation or peer support from a credible messenger in the community with lived experience	a. Provide linkage upon release to a community health worker, peer support, or other reentry provider with lived experience of prior incarceration

Post-Release Community Supervision Model



POST-RELEASE COMMUNITY SUPERVISION (PRCS) – PC 3451



Post-Release Community Supervision

Principles and Recommendations

Pre-Release and Early Transition Planning	
Principle	Programmatic/Strategic Recommendation
1. Pre-release planning and community transition support are critical elements of PRCS and community-based service support.	a. The County's Pre-Release Center (PRC), in partnership with independent community-based organizations, screens the incoming PRCS case for mental health, substance use disorder, physical health, housing, and other responsivity needs to ensure appropriate services are rendered.
	b. Pre-release benefits enrollment processes support the timely delivery of needed services and shall include independent community-based partners.
	c. Strategies to address transportation needs should prioritize independent community-based service providers.
Evidence-Based Supervision Practices	
Principle	Programmatic/Strategic Recommendation
2. PRCS and community-based service provision goals of promoting the successful reentry of clients and enhancing public safety are accomplished through the incorporation of evidence-based practices and strategies that are rooted in community-based holistic approaches.	a. Holistic and innovative evidence-based approaches
	b. Validated assessment tools are utilized to identify needs and strengths and develop case plans, including: harm reduction strategies to address in order to reduce recidivism, mental health treatment needs, SUD treatment needs, and other support service needs.
3. Individualized Interventions	a. The level of case management and supervision service correspond to an individual's identified needs and strengths in collaboration with independent community-based organizations. Supervision case plans are developed at the beginning of the supervision period with community-based partners that identifies support that correspond to the client's needs and strengths.
	b. Supervision services are prioritized for clients that are at high need. Per statute, clients that make significant progress towards the completion of their case plan goals and have no custodial sanctions are considered for an early earned discharge.
	c. The County currently contracts with community-based organizations for the following services: substance use disorder, mental health treatment, employment, housing, and system navigation. The County should contract directly with community-based organizations independently of law enforcement body.
Public Safety	
Principle	Programmatic/Strategic Recommendation
4. Addressing client accountability when necessary can promote positive long-term behavior change and support public safety, in collaboration with independent community-based organizations.	a. Probation coordinates with independent community-based organizations and collaborates with local law enforcement and participates in co-located teams in order to address unmet needs that present public safety concerns
Substance Use Disorder (SUD) Treatment Services	
Principle	Programmatic/Strategic Recommendation
5. Substance use disorder (SUD) services are accessible and connect individuals to the right services, at the right time, in the right setting, for the right duration.	a. Ensure that justice involved individuals have access to SUD services via multiple entryways (SASH, CENS, SBAT, direct treatment provider)
	b. Collaborate with partners to provide access to SUD services at Probation Offices and court locations
	c. Monitor efficiency and efficacy of entryways to SUD services
6. SUD services are comprehensive across the lifespan and on a continuum of improved health, wellness, and recovery.	a. Evidence-based SUD prevention, early intervention, treatment, and recovery support services are available to justice-involved individuals, both during and after supervision.
	b. The pathway to recovery is not a linear process and may include one or more service components and episodes between and/or within the following: withdrawal management, outpatient, residential, recovery bridge housing, medication assisted treatment, harm reduction, and recovery support services.
	c. SUD services are client-entered and personalized to ensure the right level and duration of treatment and are based on an individual's continual growth to improve the quality of their life.
	d. Leverage existing resources (e.g., AB 109, other local, state, and federal funds) to support SUD services that are not reimbursable by Drug MediCal, but necessary to ensure continuity of SUD services to justice-involved individuals
7. SUD services are culturally humble and influenced and responsive to personal belief systems.	a. SUD services are provided by a culturally, racially, and gender diverse workforce of SUD registered and certified counselors, and licensed professions, including peer support services by individuals with a diversity of lived experience.

(continued from #7 above)

- b. SUD counselors are trained to work with justice-involved populations, including trained on trauma-informed evidence-based approaches.
- c. SUD workforce is trained on SUD trends and other restorative justice and health equity topics and practices.
- d. SUD services are made available in all of LA County's threshold languages, directly or by interpretation services.
- e. SUD services are available throughout LA County, including communities most impacted by the justice system.

Mental Health Treatment Services

Principle	Programmatic/Strategic Recommendation
8. Proactive outreach and engagement of clients	a. Meeting clients where they feel most comfortable and engaging them, including jail in-reach prior to release and participating in video-conferencing with clients in CDCR
9. Access to all levels of care, including mental health and co-occurring services	a. Mental health assessments, linkage, and specialty mental health services such as intensive outpatient, enriched residential (ERS) and co-occurring substance abuse (COIN) services provided by community-based organizations to help individuals achieve hope, recovery and wellbeing
10. Collaboration and integration of care with AB109 partner agencies	a. Collaboration and communication with all partner agencies and departments to facilitate integrated care for clients, including co-location of staff
11. Provide ancillary services and supports	a. Providing a full continuum of care tailored to meet individual needs, including establishment of benefits and linkage to a broad array of services and supports
12. Ensuring providers have the necessary evidence-based training	a. Offering relevant trainings to providers in order to improve the skill set needed to engage clients
13. Assisting client to remain engaged in services following termination of supervision	a. Working with providers to provide continuity of care for engaged clients

Employment Services

Principle	Programmatic/Strategic Recommendation
14. Prioritize workforce development efforts that focus on high road training and employment opportunities that lead to career pathways, family-sustaining wages and self-sufficiency	a. Support and expand efforts like the Career Center at the Century Regional Detention Facility where incarcerated people receive certification training in construction, hospitality and technology as part of pre-release planning that will continue with post-release training and employment
15. Engage and educate employers on the value of hiring justice-involved individuals, concentrating on high growth industries	a. Support and enhance programming that supports hiring justice-involved individuals by community-based organizations, as well as the County's Fair Chance campaign that educates employers on the State's Fair Chance law, but also encourages employers to sign on to the Fair Chance pledge and hire from the reentry population
16. Understanding the complex array of barriers the re-entry population faces, ensure financial and case management supports are responsive to the re-entry population's needs	a. Identify opportunities to support re-entry job seekers through training stipends, intensive case management, system integration like existing community-based organizations, as well as the INVEST program (between DEO and Probation), and other housing/work financial supports
17. For parenting re-entry adults, engage the family through youth programming to assist in the prevention of continuing justice-involvement	a. Identify opportunities to serve children of justice-involved through youth work experience and education programs to help break the cycle of justice system involvement

Community Partnerships and Equitable Access to Services

Principle	Programmatic/Strategic Recommendation
18. The County and community partners collaborate to provide access to support services -- during supervision and supporting independent community-based services after supervision.	a. Housing
	b. Peer navigation services and credible messenger support
	c. Transportation services
	d. Family re-unification
	e. Financial and food assistance

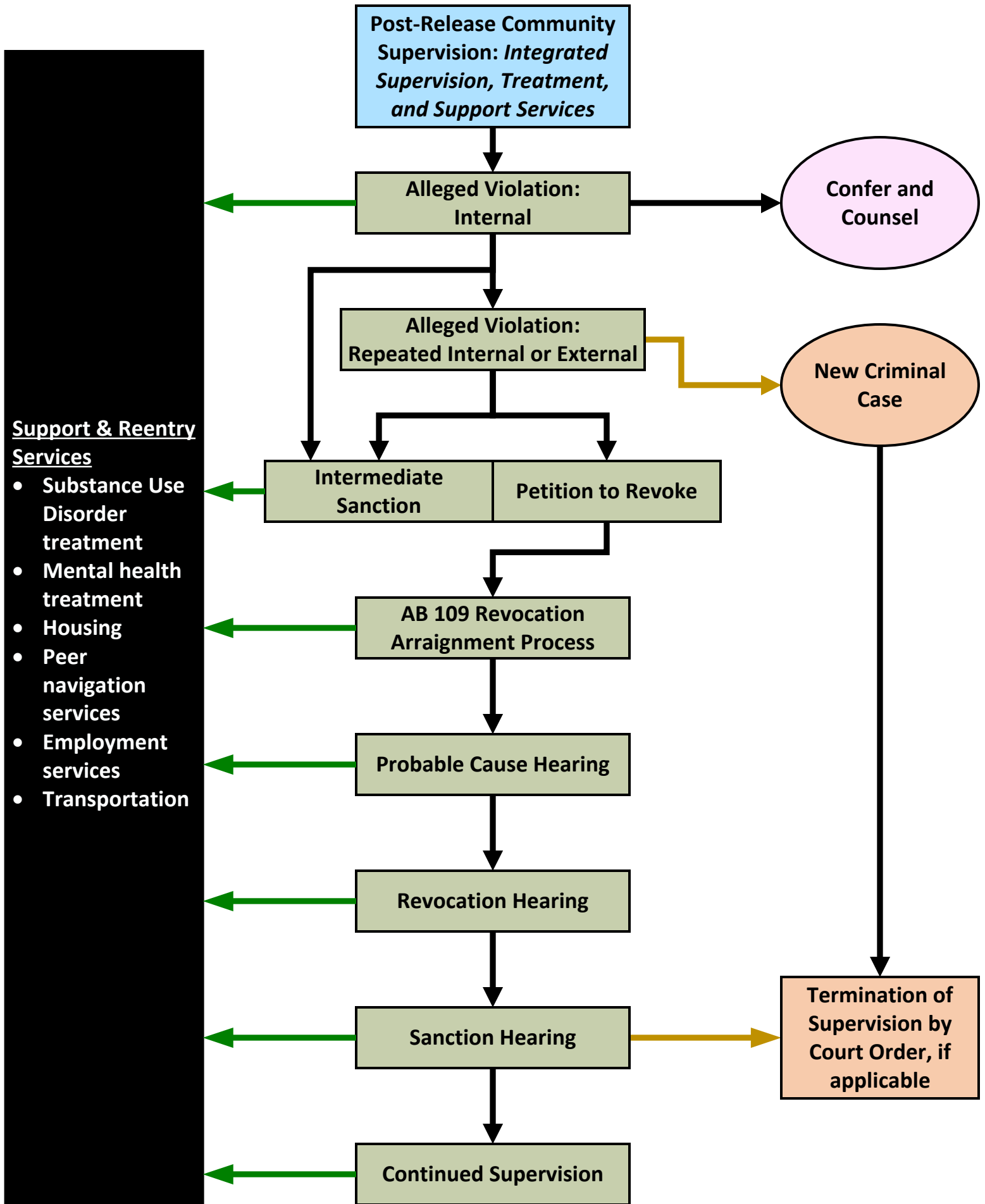
Violations and Revocation Process

EBP Principles

Principle	Programmatic/Strategic Recommendation
1. Responding to the root causes of harm and unmet needs in a swift, culturally humble and sensitive, and fair way reduces supervision violations and law violations especially when used in conjunction with the use of positive reinforcement to respond to positive behaviors. Responding to needs in an equitable and positive way reinforces the vision of care first in a revocation model.	a. Probation-developed policies grounded in holistic harm reduction and community-based principles to guide DPOs in their responses to client behaviors, needs, and strengths

Alternatives to Custody	
Principle	Programmatic/Strategic Recommendation
2. Reliance on custodial sanctions alone is ineffective in reducing recidivism	a. Probation's Response Grid uses graduated responses based on the client's needs and strengths to determine the response. Responses prioritize reconnection to services, and revocations are only recommended for clients that have needs that could not be met through any other community-based services and should be a last resort.
Ensuring Public Safety	
Principle	Programmatic/Strategic Recommendation
3. Ensuring public safety is a critical role of the Probation Department. Public safety prioritizes the needs of the client, their family, and survivor(s).	a. Addressing client accountability in partnership with independent community-based organizations, when necessary and appropriate, contributes to an increase in public safety.
Coordinated Delivery of Services	
Principle	Programmatic/Strategic Recommendation
4. Individuals who face revocation often present with very high and complex needs. As a result, the availability and delivery of services through the revocation process should be specifically designed to address those high needs.	a. The availability of co-located assessments and service linkages prioritizing community-based providers at the Court is critical for complex needs such as: co-occurring residential treatment, housing and mental health housing, skilled nursing facility placement, and SUD treatment services, including Medication for Addiction Treatment (MAT).
5. Strategies and supports delivered by independent community-based providers that help individuals meet their supervision obligations can help improve their outcomes and reduce violation incidences.	a. Peer navigation services/credible messengers
	b. Transportation support
	c. Use of existing community-led strategies (e.g., PRIT, ATI, MCJ closure report, etc.), as well as the development of strategies and partnerships, prioritizing independent community-based providers, to help individuals meet applicable registration requirements

Violation/Revocation Model



Part II:
Fiscal Year (FY) 2023-2024
Public Safety Realignment
Funding Allocation

Fiscal Year 2023-2024 Public Safety Realignment Funding Allocation

Where funds were allocated to:	Amount
Alternate Public Defender	\$ 8,094,000
Auditor-Controller	\$ 245,000
Board of Supervisors	\$ 4,067,000
Chief Executive Office	\$ 350,000
District Attorney	\$ 10,503,000
Economic Opportunity	\$ 1,820,000
Fire District	\$ 4,359,000
Health Services (includes Office of Diversion & Re-Entry)	\$ 170,588,000
Justice, Care and Opportunities	\$ 32,939,000
Mental Health	\$ 43,631,000
Probation	\$ 129,611,000
Public Defender	\$ 18,885,000
Public Health	\$ 15,837,000
Sheriff	\$ 255,762,000
Trial Court Operations	\$ 49,000
Youth Development	\$ 26,306,000
Total Allocation	\$ 723,046,000

Part III:
Fiscal Year (FY) 2023-2024
Community Corrections Plan
Goals, Objectives, and Outcome
Measures

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

Objective 1	Continue and grow the Pre-Release Video Conferencing (PRVC) program for individuals pending release from state prison to PRCS
Objective 2	Expand DMH and DPH-SAPC behavioral health efforts to assess Post-release Supervised Persons (PSPs) in custody in order to facilitate a seamless connection to community-based services upon release
Objective 3	Develop options to optimize and increase the provision of transportation of PSPs to locations including, but not limited to, their assigned probation office, treatment providers, court, and their place of residence
Objective 4	Enhance the Medi-Cal enrollment process based on the implementation of the California Advancing and Innovating Medi-Cal (CalAIM) pre-release initiative
Outcome Measure 1	Increase the number of PRVC contacts with individuals being released to Los Angeles County on PRCS to include all AB109 partner agencies, as appropriate, in order to support pre-release planning efforts
Outcome Measure 2	The number of clients contacted through jail in-reach efforts by probation and the number of clients successfully screened and linked to community-based mental health and SUD services by DMH and DPH-SAPC
Outcome Measure 3	Increasing agreements with partnering departments and/or CBOs to provide transportation to PSPs and data capturing the provision of transportation services to PSPs
Outcome Measure 4	The number of persons in custody exiting custody with approved Medi-Cal

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

Objective 1	Ensure that within 24 hours of intake, each person in custody is screened in the reception center by a registered nurse to identify urgent or emergent medical and mental health needs
Objective 2	Ensure that each person in custody in the reception center who is identified as having emergent or urgent mental health needs is evaluated by a Qualified Mental Health Professional (QMHP) as soon as possible but no more than four hours from the time of identification
Objective 3	Create a process at intake to identify individuals who report an opiate use disorder
Objective 4	Implement a program for patients with opiate use disorders to increase access to Medication Assisted Treatment (MAT) for inmates
Outcome Measure 1	Average length of time from custody intake to screening by a registered nurse
Outcome Measure 2	The percentage of persons in custody with an emergent or urgent mental health need who are evaluated within four hours of identification
Outcome Measure 3	The number of justice-involved individuals who report opiate use disorder during intake
Outcome Measure 4	The percentage of eligible patients who are offered medication assisted treatment while in custody

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

Objective 1	Enhance and support the Office of Diversion and Reentry's (ODR) delivery of housing and intensive case management services to individuals with mental health disorders diverted from the jail
Objective 2	Continue implementation and operationalization of the County's Alternative Crisis Response (ACR) system and expand the number of mobile crisis response teams to provide 24/7 service and to assess and ensure timely response
Objective 3	Continue to expand and deploy Psychiatric Social Workers (PSW's) in defense agencies to serve clients facing potential custody sentences and to support them in diversion, reentry, and rehabilitation programs/efforts
Objective 4	Enhance the continuum of community-based services available so that individuals touched by the justice system can access high quality care at the appropriate level of service
Outcome Measure 1	The number of individuals supported in the ODR Housing Program, including the number of new clients served in FY 23-24
Outcome Measure 2	Percentage of mobile crisis response team field response NOT requiring law enforcement involvement
Outcome Measure 3	The number of mobile crisis response teams deployed and the average response time
Outcome Measure 4	Number of individuals diverted from incarceration with the assistance of the PSW program and assisted with reentry efforts through the PSW program
Outcome Measure 5	Assessment of PSW caseload and staffing levels

Part IV:
PSRT Members and
Designated Alternates

**Public Safety Realignment Team
Members / Designated Alternates**

Agency	Member	Title	Designated Alternate	Title
Probation Department (Chair)	Guillermo Viera Rosa	Chief Probation Officer	Howard Wong	Deputy Director
Superior Court	The Honorable Ricardo Ocampo	Supervising Judge	The Honorable Jeffrey S. Cohen-Laurie	Site Judge, Central Arraignment Courthouse
Sheriff's Department	The Honorable Robert Luna	Sheriff	Sergio Aloma	Assistant Sheriff
District Attorney's Office	The Honorable George Gascon	District Attorney	Joseph Iniguez	Chief Deputy
Public Defender's Office	Ricardo Garcia	Public Defender	Thomas Moore	Assistant Public Defender
Alternate Public Defender's Office	Erika Anzoategui	Alternate Public Defender	Jane Yang	Division Chief
Chief Executive Office	Fesia Davenport	Chief Executive Officer	Brian Hoffman	Principal Analyst, CEO
Department of Mental Health	Dr. Lisa Wong	Director, DMH	Dr. Karen Streich	Mental Health Clinical Program Mgr.
Department of Public Health - Substance Abuse Prevention and Control (SAPC)	Dr. Gary Tsai	Director, DPH-SAPC	Yanira Lima	Branch Chief
Department of Economic Opportunity (DEO)	Kelly LoBianco	Director, DEO	Irene Pelayo	Program Manager, Workforce Development
Department of Public Social Services	Dr. Jackie Contreras	Director, DPSS	Sherri Cheatham	Chief, Medi-Cal & In-Home Supportive Services Program Division
Department of Health Services	Dr. Christina Ghaly	Director, DHS	Dr. Tim Belavich	Director, DHS-Correctional Health Services
Office of Diversion and Reentry	Dr. Clemens Hong	Director, ODR	Ryan Izell	Deputy Director
Justice, Care, and Opportunities Department	The Honorable Songhai Armstead	Director, JCOD	Katherine Vacanti	
Anti-Racism, Diversity, and Inclusion Initiative	D'Artagnan Scorza	Executive Director	Heather Jue Northover	Principal Analyst
Los Angeles County Office of Education (LACOE)	Dr. Debra Duardo	Superintendent of Schools	Maricela Ramirez	Chief Education Officer
Los Angeles Police Department	Michel Moore	Chief, LAPD	Alan Hamilton	Deputy Chief
County Police Chiefs Association	Darren Arakawa	President, County Police Chiefs Association	<i>Pending</i>	
Community Based Organization	Troy Vaughn	Executive Director, Los Angeles Regional Reentry Partnership	Joseph Paul	
Appointee, Supervisorial District 1	Ivette Alé-Ferlito	Executive Director, La Defensa	Fabian Garcia	
Appointee, Supervisorial District 2	Bikila Ochoa	Deputy Director, Anti-Recidivism Coalition	Nicole Brown	
Appointee, Supervisorial District 3	Marisa Arrona	Local Safety Solutions Project Director, Californians for Safety and Justice	Jacky Guerrero	
Appointee, Supervisorial District 4	Jose Osuna	Housing Justice Manager, Brilliant Corners	Kyle Blake	
Appointee, Supervisorial District 5	Josh McCurry	Executive Director, Flintridge Center	Gerald Freeny	
Victim Advocacy Organization	Itzel Bonilla	Program Coordinator, Healing Dialogue and Action		

Probation Oversight Commission Report to Public Safety Cluster

Presented By:
Wendelyn Julien, Executive Director
February 7, 2024

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

Recent Meetings:**November 9, 2023**

- Updates on Probation's Corrective Action Plans (CAPs) approved by the BSCC
- Updates from Probation's Human Resources Division on current department-wide staffing/personnel information including rates of staff on leave, call outs, deployment of field staff, and utilization of Reserved Probation Officers to address staffing issues
- Report on Probation's efforts to address contraband and substance use in juvenile facilities
- POC report on the phase-out of OC spray and reducing juvenile populations

December 14, 2023

- Update on structured release and girls decarceration to reduce the population at Los Padrinos Juvenile Hall
- POC **report** on demographic data of incarcerated youth
- Progress on the implementation of a mobile application to track programming within juvenile facilities
- BSCC updates and Probation's progress towards compliance with the CAPs

January 4, 2024

- Townhall on the POC's 2023 [Annual Inspection Report](#)

January 11, 2023

- Updates on BSCC and Probation's progress towards compliance with the CAPs and update on staffing and call out numbers
- Election of new POC Officers
 - Eduardo Mundo, Chair
 - Dolores Canales, Vice Chair
 - Diane Terry, Secretary
- Report on Rising Scholars and Post-secondary Education in Probation Facilities
- Report on Bryan Diaz death investigation
- Report on Use of Force backlog

Upcoming Meetings:**February 8, 2024**

- Report from Probation on the roles, responsibilities, and limitations of Safety and Security Officers (SSOs), Special Enforcement Officers (SEOs), and "School Teams" who provide security around the perimeter and inside Los Angeles County Probation's juvenile facilities. The POC has asked the Department to provide policies, law, and data related to the performance of these units including an update of the report on contraband found on the units.
- Report on how many youth in Probation's juvenile facilities have been faced juvenile or adult charges for incidents occurring inside the facilities, and specifically at Los Padrinos Juvenile Hall (LPJH) and an update on how many petitions have been filed to transfer youth out of Probation's custody into the custody of the Los Angeles Sheriff's Department.
- Discussion on Substance Use Disorder programs and services and Harm Reduction Efforts in Probation facilities.

Probation Oversight Commission 90-DAY UPDATE



**PROBATION
OVERSIGHT
COMMISSION**
OF LOS ANGELES COUNTY

EXECUTIVE OFFICE



BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

October 1, 2023 – December 31, 2023

Hybrid Commission Meetings & Virtual Town Halls



November 9, 2023– Commission Meeting

- Remarks from Marlen Medina, mother of Bryan Diaz, teen who died at Barry J. Nidorf
- BSCC and Call Out updates
- Contraband and substance use updates
- Executive Director Updates



December 14, 2023– Commission Meeting

- Reducing overcrowded Juvenile Facilities
- POC Admin Items
- BSCC Updates
- Executive Director Updates



Community Engagement



NOVEMBER 9, 2023: COMMISSION MEETING

In-Person: **45**

Virtual: ***497**

Total: 542



DECEMBER 14, 2023: COMMISSION MEETING

In-Person: **17**

Virtual: ***344**

Total: 361

*Virtual numbers reflect unique virtual attendees on WebEx and YouTube Live during the live meeting.



Virtual Engagement



EMAILS

11/14 Commission Meeting Reminder

- 4,845 Unique Opens

2022/23 Annual Report

- 4,952 Unique Opens

12/14 Commission Meeting Reminder

- 4,920 Unique Opens



SOCIAL MEDIA IMPRESSIONS



4,239



2,500



1,300



YOUTUBE WATCH TIME

171,200 hours



County and Community Partners Who Attended Meetings



Law Offices of Los Angeles County
PUBLIC DEFENDER



ALTERNATE PUBLIC DEFENDER



**Los Angeles County
Office of Education**



LOS ANGELES COUNTY
**DEPARTMENT OF
MENTAL HEALTH**
hope. recovery. wellbeing.



Loyola Law School
Loyola Marymount University
Los Angeles



**children's
defense fund
california**



Vera
INSTITUTE OF JUSTICE



BURNS INSTITUTE
JUSTICE. FAIRNESS. EQUITY.



Presentations and Conferences attended by Staff

Youth Development Summit- Los Angeles- 12/1

29th Annual NACOLE Conference,- Chicago, IL- 11/12 to 11/16

LACOE Parent Advisory Committee

Rising Scholars Network Juvenile Justice (10/11)

Meeting with L.A. County DA's Office- Los Angeles- 10/4

LAYUP Decolonization Workgroup

Cancel the Contract- Lancaster



Areas of focus

- Compliance with Title 15 and Title 24
- Preventing substance use and contraband at Juvenile Facilities
- Using data to understand population of incarcerated youth in LA County.
- Increasing regular and relevant programming for youth



Reports & Publications



Board Motions related to POC

12/19/23 BOS Motion:

Creating an Independent Process for Complaints Related to School Law Enforcement Services

11/7/23 BOS Motion:

Investigating the November 4, 2023, Escape from Los Padrinos Juvenile Hall and Preventing Future Incidents

10/17/23 BOS Motion:

Supports for Youth with Complex Needs

