



Board of Supervisors Public Safety Cluster Agenda Review Meeting

DATE: June 26, 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 hybrid format which allows the public to participate virtually, or in-person, as permitted under the Board of Supervisors’ March 19, 2024 order.

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](#)

For Spanish Interpretation, the Public should send emails within 48 hours in advance of the meeting to: ClusterAccommodationRequest@bos.lacounty.gov

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:
GENERAL LAW ENFORCEMENT AND SECURITY SERVICES AGREEMENT BY AND BETWEEN COUNTY OF LOS ANGELES AND ANTELOPE VALLEY COMMUNITY COLLEGE DISTRICT
Speaker(s): Keith Ho (Sheriff’s)

- B.** Board Letter:
APPROVAL TO UTILIZE THE COUNTY'S PROCUREMENT PROCESS TO PROCURE MEALS, NON-ALCOHOLIC BEVERAGES, AND MISCELLANEOUS EQUIPMENT FOR THE ANNUAL CALIFORNIA CONTRACT CITIES ASSOCIATION BOARD OF DIRECTORS MEETING
Speaker(s): Theresa R. Barrera and Heidi Oliva (Fire)
- C.** Board Letter:
AUTHORIZE THE DISTRICT ATTORNEY'S OFFICE TO ACCEPT UNCLAIMED VICTIM RESTITUTION FUNDS FROM THE PROBATION DEPARTMENT FOR THE VICTIM WITNESS ASSISTANCE PROGRAM FOR THE NEXT FIVE YEARS AND DIRECT THE PROBATION DEPARTMENT TO TRANSFER UNCLAIMED VICTIM RESTITUTION FUNDS TO THE DISTRICT ATTORNEY'S OFFICE FOR THE NEXT FIVE YEARS
Speaker(s): Tanishia G. Wright and Lidia Youssef (District Attorney)

3. PRESENTATION/DISCUSSION ITEM(S):

- A.** Board Letter:
PITCHESS DETENTION CENTER LANDFILL CLOSURE REPAIRS PROJECT
Speaker(s): Alicia Ramos (Public Works)
- B.** Board Letter:
APPROVE SOLE SOURCE AMENDMENT NUMBER ELEVEN TO EXTEND CONTRACT NUMBER 55301 WITH MODAXO TRAFFICE MANAGEMENT USA INC. FOR CONTINUED PARKING CITATION PROCESSING SERVICES
Speaker(s): Aloett Martin and Ryan Jorgensen (Sheriff's)

4. PUBLIC COMMENTS

5. ADJOURNMENT

CLOSED SESSION ITEM(S):

CS-1 CONFERENCE WITH LEGAL COUNSEL-EXISTING LITIGATION
(Paragraph (1) of Subdivision (d) of Government Code Section 54956.9)

Consolidated Fire Protection District of Los Angeles County vs. Los Angeles County Fire Department Foundation
Los Angeles Superior Court Case No. 24STCV05063

CS-2 CONFERENCE WITH LEGAL COUNSEL-EXISTING LITIGATION
(Subdivision (a) of Government Code Section 54956.9)

Juan Ponce, et al. v. County of Los Angeles, et al.
Los Angeles Superior Court Case No. 21STCV16028

Department: Sheriff's

CS-3 CONFERENCE WITH LEGAL COUNSEL-EXISTING LITIGATION
(Subdivision (a) of Government Code Section 54956.9)

Romelia Chaidez, et al. v. County of Los Angeles, et al.
Los Angeles Superior Court Case No. 21STCV37845

Department: Sheriff's

PLEASE NOTE:
THE JULY 3, 2024, PUBLIC SAFETY CLUSTER AGENDA REVIEW MEETING IS CANCELED.

HAVE A SAFE, HAPPY AND HEALTHY 4TH OF JULY HOLIDAY.

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

PUBLIC_SAFETY_COMMENTS@CEO.LACOUNTY.GOV

BOARD LETTER/MEMO CLUSTER FACT SHEET

 Board Letter

 Board Memo

 Other

CLUSTER AGENDA REVIEW DATE	6/26/2024	
BOARD MEETING DATE	7/9/2024	
SUPERVISORIAL DISTRICT AFFECTED	<input type="checkbox"/> All <input type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input type="checkbox"/> 4 th <input checked="" type="checkbox"/> 5 th	
DEPARTMENT(S)	Sheriff	
SUBJECT	Seeking approval of the attached Agreement for continued provision of services by the Sheriff's Department	
PROGRAM	General Law Enforcement and Security Services Agreement By and Between the County and Antelope Valley Community College District (AVCCD)	
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:	
SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No – Not Applicable	
DEADLINES/ TIME CONSTRAINTS	June 30, 2024	
COST & FUNDING	Total cost: \$ 2,849,469	Funding source: This estimated cost is based on rates developed by the Auditor-Controller each fiscal year, which will be offset by revenue from AVCCD.
	TERMS (if applicable): July 1, 2024 to June 30, 2029	
	Explanation: The billing rates recover all direct and indirect overhead costs associated with the provision of services.	
PURPOSE OF REQUEST	<ul style="list-style-type: none"> Seeking Board's approval of the attached Agreement. Delegate authority to the Sheriff, or his designee, to execute amendments to the Agreement and/or supplemental agreements as set forth in Section 10.0 (Amendments) of the Agreement 	
BACKGROUND (include internal/external issues that may exist including any related motions)	The Department has been the service provider to AVCCD since 2010, and AVCCD has requested to renew this Agreement. This collaboration ensures efficient responses, enhances public safety, and facilitates easy access to police and security services on AVCCD campuses.	
EQUITY INDEX OR LENS WAS UTILIZED	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please explain how: The Department has demonstrated the ability to provide services to a diverse population. The current employee cadre at the Sheriff's Department closely reflects the campus population and surrounding community	
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	Name, Title, Phone # & Email: Keith Ho, Sergeant, 213-229-1647, xkho@lasd.org	

July 9, 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:

**GENERAL LAW ENFORCEMENT AND SECURITY SERVICES AGREEMENT
BY AND BETWEEN COUNTY OF LOS ANGELES AND
ANTELOPE VALLEY COMMUNITY COLLEGE DISTRICT
(FIFTH DISTRICT) (3 VOTES)**

SUBJECT

The Los Angeles County Sheriff's Department (Department) seeks approval of a General Law Enforcement and Security Services Agreement (Agreement) by and between the County of Los Angeles (County) and the Antelope Valley Community College District (AVCCD), for the period from July 1, 2024 through June 30, 2029.

IT IS RECOMMENDED THAT THE BOARD:

1. Approve and instruct the Chair of the Board to execute the attached Agreement by and between the County and AVCCD, for the period from July 1, 2024 through June 30, 2029, at the approximate cost of \$2,849,469 for the Fiscal Year (FY) 2024-25, based on the County Auditor-Controller's current community college district billing rates.
2. Delegate authority to the Sheriff, or his designee, to publish the annual billing rates, and to execute any and all Amendments to the Agreement, including those that modify the service levels provided by the Department.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The Department seeks to enter into the attached Agreement to provide general law enforcement and security services (Services) to AVCCD. The Department has been the service provider to AVCCD since 2010, and AVCCD has requested the renewal of this Agreement. This action continues the Services provided by the Department for an additional period of five years.

The Agreement with AVCCD has provided benefits to the County as a whole, primarily resulting in greater visibility and faster response times to the colleges of AVCCD. This has further enhanced the Department's ability to deploy personnel and other resources during times of mutual aid, disaster, and other emergencies. The Department has been able to expand partnerships, provide greater responsiveness, and increase regional focus on reducing crime as a result of serving the AVCCD colleges within the County.

IMPLEMENTATION OF STRATEGIC GOALS

This recommended action conforms to the County's Strategic Plan, North Star 2: Foster vibrant and resilient communities, Focus Area Goal C, Public safety, by maintaining a law enforcement presence on AVCCD campuses and providing security for the faculty, staff, and students.

FISCAL IMPACT / FINANCING

None. There is no net County cost to the Agreement due to offsetting revenue from AVCCD. The annual billing rates, as determined by the County's Auditor Controller, recover all direct and indirect overhead costs.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Under the Agreement, the Department will continue to provide Services to campuses within AVCCD. The AVCCD's Board of Trustees has approved the Agreement for the period from July 1, 2024 through June 30, 2029. Either party may terminate this Agreement with 180 calendar days advance written notice.

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

IMPACT ON CURRENT SERVICES (OR PROJECTS)

There is no anticipated impact on current law enforcement services.

CONCLUSION

The Honorable Board of Supervisors
July 9, 2024
Page 3

Upon Board approval, please return two originally executed Agreements to the Department's Contract Law Enforcement Bureau.

Sincerely,

ROBERT G. LUNA
SHERIFF

RGL:XKH:kh
(Contract Law Enforcement Bureau)

- c: Board of Supervisors, Justice Deputies
 - Edward Yen, 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
 - Michael Xie, Senior Budget Analyst, CEO
 - Dawyn R. Harrison, County Counsel
 - Elizabeth D. Miller, Chief Legal Advisor, Legal Advisory Unit
 - Michele Jackson, Principal Deputy County Counsel, Legal Advisory Unit
 - April L. Tardy, Undersheriff
 - Jill Torres, Assistant Sheriff, CFAO
 - Jason A. Skeen, Chief of Staff, Office of the Sheriff
 - Conrad Meredith, Division Director, Administrative Services Division (ASD)
 - Glen Joe, Assistant Division Director, ASD
 - Richard F. Martinez, Assistant Division Director, ASD
 - David E. Culver, Director, Financial Programs Bureau
 - Rene A. Garcia, Lieutenant, ASD
 - Erica M. Nunes, Sergeant, ASD
 - Kristine D. Corrales, Deputy, ASD

**GENERAL LAW ENFORCEMENT AND SECURITY SERVICES AGREEMENT
 BY AND BETWEEN
 COUNTY OF LOS ANGELES
 AND
 ANTELOPE VALLEY COMMUNITY COLLEGE DISTRICT**

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**GENERAL LAW ENFORCEMENT AND SECURITY SERVICES AGREEMENT
BY AND BETWEEN
COUNTY OF LOS ANGELES
AND
ANTELOPE VALLEY COMMUNITY COLLEGE DISTRICT**

This General Law Enforcement and Security Services Agreement (“Agreement”) is entered into this _____ day of _____, 2024, by and between the County of Los Angeles (“County”) and the Antelope Valley Community College District (“District”).

RECITALS

Whereas, the District is desirous of contracting with the County for the performance of the general law enforcement and security services described herein by the Los Angeles County Sheriff’s Department (“Sheriff’s Department”); and

Whereas, the County is agreeable to rendering such services on the terms and conditions set forth in this Agreement; and

Whereas, this Agreement is authorized and provided for by the provisions of Section 56-3/4 of the Charter of the County of Los Angeles.

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

1.0 SCOPE OF SERVICES

1.1 The County agrees, through the Sheriff’s Department, to provide general law enforcement and security services at following locations of the District to the extent and in the manner provided hereinafter set forth in this Agreement.

1.1.1 Antelope Valley Community College Main Campus, located at
3041 W. Avenue K, Lancaster, CA

1.1.2 Antelope Valley Community College Palmdale Center, located at
2301 E. Palmdale Blvd., Palmdale, CA

- 1.1.3 Antelope Valley Community College Palmdale Technical Center, located at 2255 E. Palmdale Blvd., Palmdale, CA
 - 1.1.4 Antelope Valley Community College Fox Field Site, located at 4549 William J Barnes Ave., Lancaster, CA
- 1.2 Except as otherwise specifically set forth in this Agreement, law enforcement services shall encompass duties and functions of the type coming within the jurisdiction of and customarily rendered by the Sheriff's Department under the Charter of the County and the statutes of the State of California.
- 1.3 Sheriff's Department personnel will be responsible for participating in administrative proceedings when appropriate (for example, student and employee disciplinary matters); service of subpoenas on campus for the benefit of the District; timely conveyance of incident reports to the designated college administrator; receiving and processing citizen complaints about individuals employed by the Sheriff's Department; complying with applicable laws and regulations regarding the compilation and reporting of college crime statistics; providing operational supervision of college police cadets or other non-sworn community/security service officers; observing the training and qualifications requirements set forth in California Education Code Section 72330 et seq.; participating in parking enforcement on campus; and assisting with college emergency response planning and preparedness.
- 1.4 Except as otherwise specifically set forth in this Agreement, security services shall encompass other services in the field of public safety, law, or related fields within the legal power of the Sheriff's Department to provide, including but not limited to: maintaining the security of District buildings and property; attending meetings and other gatherings, when available, to maintain order; patrolling campus grounds and parking lots; observing and reporting facility problems, safety hazards, and other matters that need to be given further attention by District personnel provided such facility problems, safety hazards and other matters are known to the Sheriff's Department or its personnel; and responding, when available, to incidents that require the administration of first aid. Under no

circumstances however shall the County be liable for any claims or damages whatsoever resulting from or arising out of the County's or Sheriff's Department's failure to provide such security services.

2.0 ADMINISTRATION OF PERSONNEL

- 2.1 During the term of this Agreement, the Sheriff or his designee shall serve as Chief of Police of the District and shall perform the functions of the Chief of Police at the direction of the District.
- 2.2 The rendition of the services performed by the Sheriff's Department, the discipline of officers, and other matters incident to the performance of such services and the control of personnel so employed shall remain with the County.
- 2.3 In the event of a dispute between the parties to this Agreement as to the extent of the duties and functions to be rendered hereunder, or the minimum level or manner of performance of such service, the District shall be consulted and a mutual determination thereof shall be made by both the Sheriff's Department and the District.
- 2.4 With regard to Paragraph 2.3 above, the Sheriff's Department, in an unresolved dispute over the minimum level of performance of services, shall have final and conclusive determination as between the parties hereto.
- 2.5 All District employees who work in conjunction with the Sheriff's Department pursuant to this Agreement shall remain employees of the District and shall not have any claim or right to employment, civil service protection, salary, or benefits or claims of any kind from the County based on this Agreement. No District employee as such shall become an employee of the County unless by specific additional agreement in the form of a merger agreement which must be concurrently adopted by the District and the County.
- 2.6 The District shall not be called upon to assume any liability for the direct payment of any Sheriff's Department salaries, wages, or other compensation to any County personnel performing services hereunder for said District. Except as herein otherwise specified, the District shall not be liable for compensation or indemnity

to any County employee or agent of the County for injury or sickness arising out of his/her employment as a contracted agent of the District.

- 2.7 As part of its compliance with all applicable laws and regulations relating to employee hiring, the County agrees that the County Civil Service Rules to which it is subject and which prohibit discrimination on the basis of non-merit factors, shall for purposes of this Agreement be read and understood to prohibit discrimination on the basis of sexual orientation.

3.0 DEPLOYMENT OF PERSONNEL

- 3.1 Services performed hereunder and specifically requested by the District shall be developed in conjunction with the Sheriff's Department and indicated on a Los Angeles County Sheriff's Department Service Level Authorization (SH-AD 575) Form, which is attached hereto as Attachment A (Los Angeles County Sheriff's Department Service Level Authorization (SH-AD 575) Form) and incorporated herein.
- 3.2 A new Attachment A (Los Angeles County Sheriff's Department Service Level Authorization (SH-AD 575) Form) shall be authorized and signed annually by the District and the Sheriff or his designee each July 1, and attached hereto as an Amendment to this Agreement.
- 3.3 Should the District request a change in level of service other than pursuant to the annual July 1 readjustment, an additional Attachment A (Los Angeles County Sheriff's Department Service Level Authorization (SH-AD 575) Form) shall be signed and authorized by the District and the Sheriff or his designee and attached hereto as an Amendment to this Agreement.
- 3.4 The most recent dated and signed Attachment A (Los Angeles County Sheriff's Department Service Level Authorization (SH-AD 575) Form) attached to this Agreement shall be the staffing level in effect between the County and the District.
- 3.5 The District is not limited to the services indicated in Attachment A (Los Angeles County Sheriff's Department Service Level Authorization (SH-AD 575) Form), but may also request any other service in the field of public safety, law, or related

fields within the legal power of the Sheriff's Department to provide. Such other services shall be reflected in an amended Attachment A (Los Angeles County Sheriff's Department Service Level Authorization (SH-AD 575) Form) under the procedures set forth in Paragraphs 3.3 or 3.4 above, and the billing rates for such services shall be set forth on a revised Attachment B (Community College District Master Rate Sheet) if necessary.

- 3.6 General law enforcement and security services performed hereunder may include, if requested by the District, supplemental security support, supplemental sworn officer support, and supplemental professional civilian support staff.

4.0 PERFORMANCE OF SERVICES

- 4.1 For the purpose of performing said general law enforcement and security services, the County shall furnish and supply all necessary labor, supervision, equipment, communication facilities, and supplies necessary to maintain the agreed level of service to be rendered hereunder.
- 4.2 Notwithstanding the foregoing, the District may provide additional resources for the County to utilize in performance of the services.
- 4.3 District agrees to continue to provide the facilities, utilities, and maintenance for Sheriff's Department offices on the District campuses as set forth Section 3 (Facilities) in the Transfer of Personnel, Equipment, and Facilities Agreement By and Between County of Los Angeles and Antelope Valley Community College District, dated January 1, 2010, at no cost to the County.
- 4.4 It is expressly further understood that such facilities (Sheriff's Department offices) may be used by the Sheriff's Department in connection with the performance of his duties in territory outside of the District, provided, however, that (a) the performance of such outside duties shall not be at any additional cost to the District, including, but not limited to, increased operating expenses of the facilities arising from such outside duties performed by the Sheriff's Department, (b) use of the District's facilities for such outside duties shall be of an incidental nature as measured by the types of activities performed and their duration, (c) Paragraphs 5.3 and 5.4 below and the provisions of Paragraph 5.5 below relevant

to the District's indemnity of the County, shall not apply to any liability, expense, claim, cause of action, lawsuit or damage of any kind (collectively, "Loss" for purposes of this Paragraph only) arising from or related in any way to such outside duties, (d) the County shall expressly indemnify and defend the District against any Loss arising from or related in any way to such outside duties, whether or not such Loss was caused, or alleged to be caused, by the District's negligence, acts, omissions or willful misconduct, and (e) if the District, in its sole judgment, determines that the Sheriff's Department is not complying with the aforementioned conditions, the Sheriff's Department, within thirty (30) calendar days advance written notice from the District, shall cease the use of said facilities for outside activities.

- 4.5 Notwithstanding the foregoing, it is mutually agreed that in all instances where special supplies, stationery, notices, forms, and the like must be issued in the name of the District, the same shall be supplied by the District at its own cost and expense.

5.0 INDEMNIFICATION

- 5.1 Except as otherwise provided for in this Agreement, neither party shall be liable for the negligent or wrongful acts or omissions of the other in the performance of this Agreement.
- 5.2 Except as otherwise provided for in this Agreement, the County shall indemnify, defend, and hold harmless the District and its elected and appointed officers, directors, employees, and agents from and against any and all liability, expense (including but not limited to investigative costs, defense costs and attorney's fees), claims, causes of action (including, but not limited to, causes of action related to the selection, retention, or supervision of County officers, employees, or agents), and lawsuits for damages of any nature whatsoever, including, but not limited to, bodily injury, death, personal injury, discrimination, harassment, emotional distress, or property damage (including property of the County) arising from or connected with any alleged act and/or omission of the County, its officers, directors, employees or agents occurring during the performance of this

Agreement. This indemnity shall survive termination of this Agreement and/or final payment thereunder, and shall not be limited to the availability or collectability of insurance or self-insurance coverage. In the event that a claim or lawsuit is served on the District alleging liability that arises from or relates to the actions or failure to act of County officers, directors, employees, and/or agents, the County shall promptly assume responsibility for investigation and response to said claim or lawsuit. In the event the County contends that the legal responsibility lies with the District, the County shall provide the written basis for its decision to the District Office of General Counsel, as well as its investigative materials to the District in a manner that provides sufficient time for timely response by the District to third parties. Such materials are stipulated to be privileged as attorney-client communications and/or work-product in anticipation of litigation, and they shall not be discoverable by a third party unless ordered by a court of appropriate jurisdiction. In the event of a dispute over legal liability, both parties will retain all legal and equitable rights for defense and indemnity.

5.2.1 Notwithstanding anything contained herein or stated elsewhere, the County shall have no obligation or liability, including any obligation to indemnify or defend the District, (1) based or asserted upon any failure to prevent any crime or tortious act, (2) for any injury, loss, or damage caused directly or indirectly by a criminal or tortious act of anyone other than the County, its elected and appointed officers, directors, employees, or agents, (3) for any injury, loss, or damage based or asserted upon any failure to be at any specific location at any time(s) while performing services under this Agreement; or (4) for any injury, loss, or damage alleged to be caused, or caused, by any means whatsoever except as the direct and immediate consequence of a failure by the County alone to perform a duty specifically stated herein.

5.2.2 The District understands and agrees that the general law enforcement and security services and the Sheriff's Department personnel provided hereunder are not intended or expected to accomplish law enforcement,

security services, or patrolling, or to prevent crime or any wrongdoing from occurring, at any particular campus, location, or time.

5.2.3 Notwithstanding anything contained herein, the County's obligation hereunder to the District shall be limited by any immunity or freedom from suit or liability provided by law, including but not limited to those stated in California Government Code sections 818.2 and 845, as if such immunity or legal provision were incorporated in full in this Agreement and made applicable to the District.

5.2.4 It is the intent of the parties to this Agreement that nothing herein shall impose, nor shall be interpreted to impose, on the County any liability for injuries or death to any County employee greater than the liability imposed pursuant to the provisions of the worker's compensation laws.

5.3 Except as provided in Paragraph 4.4 above, the District shall indemnify, defend, and hold harmless the County and its elected and appointed officers, directors, employees and agents from and against any and all liability, expense (including but not limited to investigative costs, defense costs and attorney's fees), claims, causes of action (including, but not limited to, causes of action related to the selection, retention, or supervision of District officers, employees or agents), and lawsuits for damages of any nature whatsoever, including, but not limited to, bodily injury, death personal injury, discrimination, harassment, emotional distress, or property damage (including property of the District) arising from or connected with any alleged act and /or omission of the District, its officers, directors, employees, or agents occurring during the performance of this Agreement. This indemnity shall survive termination of this Agreement and/or final payment thereunder, and shall not be limited to the availability or collectability of insurance or self-insurance coverage.

5.4 Except as provided in Paragraph 4.4 above, when liability is based on or alleged to be based on a dangerous condition of District property pursuant to California Government Code section 830, et seq. (including but not limited to, the plan or design of the District property), the District shall assume liability and defend and

hold the County harmless from any loss, cost, or expenses (including but not limited to defense costs and attorney's fees) unless the dangerous condition was caused by an act or omission of the County or any of its officers, employees, or agents. This indemnity shall survive termination of this Agreement and/or final payment thereunder, and shall not be limited to the availability or collectability of insurance coverage.

- 5.5 Except as provided in Paragraph 4.4 above, by providing for indemnification by and among the parties hereto as set forth above, it is expressly understood and agreed that the provisions of California Government Code Sections 895.2 and 895.6 are not applicable to this Agreement. The provisions of California Civil Code Section 2778 regarding interpretation of indemnity agreements are made a part hereof as if fully set forth herein.
- 5.6 Any obligation by the County or the District to provide indemnity hereunder shall not arise until it has been finally determined by competent judicial authority that such indemnity is owed under the provisions of this Paragraph 5.0.

6.0 TERM OF AGREEMENT

- 6.1 The term of this Agreement shall commence July 1, 2024, and shall terminate on June 30, 2029, unless sooner terminated or extended as provided for herein.
- 6.2 At the option of the County Board of Supervisors and with the consent of the District Board of Trustees, this Agreement may be renewed for successive periods not to exceed five (5) years each.

7.0 RIGHT OF TERMINATION

- 7.1 Either party may terminate this Agreement as of the first day of July of any year upon notice in writing to the other party of not less than one hundred twenty (120) calendar days prior thereto.
- 7.2 Notwithstanding any provision herein to the contrary, the District may terminate this Agreement upon notice in writing to the County given within sixty (60) calendar days of receipt of written notice from the County of any increase in the rate for any service to be performed hereunder, and, in such an event, this

Agreement shall terminate sixty (60) calendar days from the date of the District's notice to the County.

- 7.3 This Agreement may be terminated at any time, with or without cause, by either party upon written notice given to the other party at least one hundred eighty (180) calendar days before the date specified for such termination.
- 7.4 In the event of a termination, each party shall fully discharge all obligations owed to the other party accruing prior to the date of such termination, and, except as otherwise provided herein, each party shall be released from all obligations, which would otherwise accrue subsequent to the date of termination.

8.0 BILLING RATES

- 8.1 The District shall pay County for the services provided under the terms of this Agreement at the rates set forth on Attachment B (Community College District Master Rate Sheet), established by the County Auditor-Controller.
- 8.2 The rates set forth on Attachment B (Community College District Master Rate Sheet) shall be readjusted by the County Auditor-Controller annually effective July 1 of each year, published by the County, and attached as an Amendment to this Agreement, to reflect the cost of such service in accordance with the policies and procedures for the determination of such rate as adopted by the County Board of Supervisors.
- 8.3 The District shall be billed based on the service level provided within the parameters of Attachment A (Los Angeles County Sheriff's Department Service Level Authorization (SH-AD 575) Form) of this Agreement.
- 8.4 The cost of other services requested pursuant to Paragraph 3.6 of this Agreement and not set forth on Attachment B (Community College District Master Rate Sheet) of this Agreement shall be determined by the County Auditor-Controller in accordance with the policies and procedures established by the County Board of Supervisors and shall be set forth on a revised Attachment B (Community College District Master Rate Sheet).

9.0 PAYMENT PROCEDURES

- 9.1 The County, through the Sheriff's Department, shall render to the District after the close of each calendar month a summarized invoice which covers all services performed during said month, and the District shall pay the County for all undisputed amounts within sixty (60) calendar days after date of said invoice.
- 9.2 If such payment is not delivered to the County office, which is described on said invoice, within sixty (60) calendar days after the date of the invoice, the County is entitled to recover interest thereon. For all disputed amounts, the District shall provide the County with written notice of the dispute including the invoice date, amount, and reasons for dispute within ten (10) calendar days after receipt of the invoice. The parties shall memorialize the resolution of the dispute in writing. For any disputed amounts, interest shall accrue if payment is not received within sixty (60) calendar days after the dispute resolution is memorialized.
- 9.3 Said interest shall be at a rate of six percent (6%) per annum or any portion thereof, calculated from the date payment was due pursuant to Paragraphs 9.1 and 9.2 above.

10.0 AMENDMENTS

- 10.1 Except for changes pursuant to Paragraph 8.2 above, all changes, modifications, or Amendments to this Agreement must be in the form of a written Amendment duly executed by authorized representative of the County and the District.
- 10.2 In accordance with Paragraph 8.2 above, the Sheriff or his designee is hereby authorized to publish, on behalf of the County, the annual revised Attachment B (Community College District Master Rate Sheet). The revised Attachment B (Community College District Master Rate Sheet) shall serve as an Amendment to this Agreement, but shall not require the signature of either party.

11.0 ASSIGNMENT, DELEGATION, AND SUBCONTRACTING

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

12.0 AUTHORIZATION WARRANTY

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

13.0 GOVERNING LAW, JURISDICTION, AND VENUE

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

14.0 NOTICES

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

14.2 Notices to the County shall be addressed as follows:

Los Angeles County Sheriff's Department
Contract Law Enforcement Bureau
211 West Temple Street 7th Floor
Los Angeles, California 90012

14.3 Notices to the District shall be addressed as follows:

Antelope Valley Community College District
Vice President of Administrative Services
3041 West Avenue K
Lancaster, California 93536

15.0 VALIDITY

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

16.0 WAIVER

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

17.0 ENTIRE AGREEMENT

17.1 This Agreement, Attachment A, Attachment B, and any executed Amendments hereto or thereto, constitute the complete and exclusive statement of understanding of the parties which supersedes all previous agreements, written or oral, and all communications between the parties relating to the subject matter of this Agreement. No change to this Agreement shall be valid unless prepared pursuant Paragraph 10.0, Amendments, of this Agreement.

GENERAL LAW ENFORCEMENT AND SECURITY SERVICES AGREEMENT

**BY AND BETWEEN
COUNTY OF LOS ANGELES**

AND

ANTELOPE VALLEY COMMUNITY COLLEGE DISTRICT

IN WITNESS WHEREOF, the Los Angeles County Board of Supervisors has caused this Agreement to be executed on its behalf by the Chair of said Board and attested by the Executive Officer thereof, and the District has caused this Agreement to be executed on its behalf by its duly authorized representative.

COUNTY OF LOS ANGELES

By _____
LINDSEY P. HORVATH
Chair, Board of Supervisors

ATTEST:
JEFF LEVINSON
Interim Executive Officer
Los Angeles County
Board of Supervisors

By _____
Deputy

ANTELOPE VALLEY COMMUNITY COLLEGE DISTRICT

By  _____
Superintendent / President

APPROVED AS TO FORM:
DAWYN R. HARRISON
County Counsel

By _____
Principal Deputy County Counsel






Antelope Valley Community College District Agreement (Approved final 2024-2029 upd 05-28-

Final Audit Report

2024-05-30

Created:	2024-05-30
By:	Eileen O'Brien (eileen.obrien@avc.edu)
Status:	Signed
Transaction ID:	CBJCHBCAABAAJZsPdzuRZyixTmgdLH8QHr6IJMkkLiIM

"Antelope Valley Community College District Agreement (Approved final 2024-2029 upd 05-28-" History

-  Document created by Eileen O'Brien (eileen.obrien@avc.edu)
2024-05-30 - 0:07:06 AM GMT- IP address: 207.233.90.1
-  Document emailed to Jennifer Zellet (jennifer.zellet@avc.edu) for signature
2024-05-30 - 0:07:37 AM GMT
-  Email viewed by Jennifer Zellet (jennifer.zellet@avc.edu)
2024-05-30 - 6:27:11 PM GMT- IP address: 76.32.176.160
-  Document e-signed by Jennifer Zellet (jennifer.zellet@avc.edu)
Signature Date: 2024-05-30 - 6:27:24 PM GMT - Time Source: server- IP address: 76.32.176.160
-  Agreement completed.
2024-05-30 - 6:27:24 PM GMT

**LOS ANGELES COUNTY SHERIFF'S DEPARTMENT
ANTELOPE VALLEY COMMUNITY COLLEGE DISTRICT
CHARGES & SERVICE HOURS**

ATTACHMENT A

SERVICE UNITS	UNIT COST	TOTAL UNITS PURCHASED	TOTAL ESTIMATED UNIT COST	LIABILITY @ 3%	TOTAL COST WITH LIABILITY	YEARLY HOURS PER SERVICE UNIT	ANNUAL GOAL (HOURS)	ANNUAL GOAL (MINUTES)	PERSONNEL REQUIRED
Sergeant	\$ 350,228	0.25	\$ 87,557.00	NA	\$ 87,557.00	1789	447	26,835	0.25
Deputy Sheriff Generalist	\$ 266,746	2.00	\$ 533,492.00	\$ 16,004.76	\$ 549,496.76	1789	3,578	214,680	2.00
Deputy Sheriff Bonus Level	\$ 289,596	1.00	\$ 289,596.00	\$ 8,687.88	\$ 298,283.88	1789	1,789	107,340	1.00
Security Officer	\$ 123,892	15.00	\$ 1,858,380.00	\$ 55,751.40	\$ 1,914,131.40	1789	26,835	1,610,100	15.00
ESTIMATED COST FOR SERVICE UNITS			\$ 2,769,025.00	\$ 80,444.04	\$ 2,849,469.04				
			Liability @ 3% =						
				\$ 80,444.04	\$ 2,849,469.04				
			TOTAL COST						
							HOURS	MINUTES	PERSONNEL
						DEPUTY	3,578	214,680	2.00
						DEPUTY, B-1	1,789	107,340	1.00
						SERGEANT	447	26,835	0.25
						SECURITY OFFICER	26,835	1,610,100	15.00
						LAW ENF. TECH	0	0	0.00
						ALL OTHER CLERICAL	0	0	0.00

REV: 05-2024

REPORT PREPARED BY: Sergeant Keith Ho _____ DATE: _____

SHERIFF APPROVAL: _____ UNIT COMMANDER _____ DATE: _____

COLLEGE APPROVAL: _____ AGENT OF COLLEGE TO AUTHORIZE STAFFING LEVEL CHANGES _____ DATE: _____

PROCESSED AT CLEB BY: _____ DATE: _____

FOR CONTRACT LAW ENFORCEMENT BUREAU USE ONLY	
BILLING MEMO REQUIRED:	NO YES
"BLUE" REQUIRED:	X
MINUTE PROGRAM:	X

REV: 05-2024

LOS ANGELES COUNTY SHERIFF'S DEPARTMENT

**ANTELOPE VALLEY COMMUNITY COLLEGE DISTRICT
LANCASTER SHERIFF'S STATION**

COLLEGE: Antelope Valley Campus

FISCAL YEAR: 2024-2025

EFFECTIVE DATE: July 1, 2024

CODE #	SERVICES	TOTAL SERVICE UNITS PURCHASED			CONTRACT LAW USE ONLY
		NEW	PREVIOUS	CHANGE	
	SERGEANT	0.25	0.25	0.00	
	DEPUTY SHERIFF GENERALIST	2.00	2.00	0.00	
	DEPUTY SHERIFF BONUS LEVEL	1.00	1.00	0.00	
	SECURITY OFFICER	13.00	13.00	0.00	

Initials

College Official: _____

Unit Commander: _____

LOS ANGELES COUNTY SHERIFF'S DEPARTMENT

ANTELOPE VALLEY COMMUNITY COLLEGE DISTRICT
LANCASTER SHERIFF'S STATION

COLLEGE: Palmdale Campus

FISCAL YEAR: 2024-2025

EFFECTIVE DATE: July 1, 2024

CODE #	SERVICES	TOTAL SERVICE UNITS PURCHASED			CONTRACT LAW USE ONLY
		NEW	PREVIOUS	CHANGE	
	SECURITY OFFICER	2.00	2.00	0.00	

Initials

College Official: _____

Unit Commander: _____

COUNTY OF LOS ANGELES

SHERIFF'S DEPARTMENT*"A Tradition of Service"*
Since 1850**ANTELOPE VALLEY COMMUNITY COLLEGE****ANNUAL RATES for LAW ENFORCEMENT SERVICES**
FISCAL YEAR 2024 - 2025

SERVICE UNIT	Yearly Rate	Liability @ 3 %	TOTAL
Sergeant	\$350,228	N/A	\$350,228
Deputy, Bonus 1 (Team Leader)	\$289,596	8,688	\$298,284
Deputy, Generalist	\$266,746	8,002	\$274,748
Security Officer	\$123,892	3,717	\$127,609
Crime Analyst	\$165,415	N/A	\$165,415
Law Enforcement Tech	\$141,249	4,237	\$145,486
Operations Asst II	\$169,515	N/A	\$169,515
Senior Clerk	\$116,537	N/A	\$116,537
Station Clerk II	\$128,623	N/A	\$128,623
Secretary V	\$145,696	N/A	\$145,696

COUNTY OF LOS ANGELES

SHERIFF'S DEPARTMENT*"A Tradition of Service"**Since 1850***ANTELOPE VALLEY COMMUNITY COLLEGE****HOURLY RATES for LAW ENFORCEMENT SERVICES****FISCAL YEAR 2024 - 2025**

AS PUBLISHED BY THE AUDITOR-CONTROLLER

SERVICE UNIT	HOURLY RATE	LIABILITY @ 3 %	TOTAL
Captain	\$190.50	N/A	\$190.50
Lieutenant	\$152.29	N/A	\$152.29
Sergeant	\$126.85	N/A	\$126.85
Deputy, Bonus I	\$104.66	3.14	\$107.80
Deputy, Generalist	\$96.30	2.89	\$99.19
Crime Analyst	\$74.65	N/A	\$74.65
Law Enforcement Tech	\$54.85	1.65	\$56.50
Operations Assistant II	\$65.83	N/A	\$65.83
Secretary V	\$57.34	N/A	\$57.34
Security Officer	\$47.08	1.41	\$48.49
Senior Clerk	\$45.25	N/A	\$45.25
Sheriff Station Clerk II	\$49.95	N/A	\$49.95

BOARD LETTER/MEMO CLUSTER FACT SHEET

 Board Letter

 Board Memo

 Other

CLUSTER AGENDA REVIEW DATE	6/26/2024		
BOARD MEETING DATE	7/9/2024		
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)	Fire		
SUBJECT	The Consolidated Fire Protection District of Los Angeles County (District) is requesting Board of Supervisors' (Board) approval to utilize the County's procurement process to purchase meals, non-alcoholic beverages, and miscellaneous equipment for the 2024 Annual California Contract Cities Association Board of Directors Meeting (Meeting), which is scheduled for July 17, 2024, at the District's Headquarters.		
PROGRAM	Fee-for-service cities		
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:		
SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No – Not Applicable		
DEADLINES/ TIME CONSTRAINTS	The Meeting is scheduled for July 17, 2024.		
COST & FUNDING	Total cost:	\$35,000	Funding source:
	TERMS (if applicable):		
	Explanation: The cost of the Meeting is recovered in the billing rates the contract cities pay to receive fire and emergency medical services.		
PURPOSE OF REQUEST	Board approval of the recommended actions will enable the District to utilize the County's procurement process to procure meals, non-alcoholic beverages, and miscellaneous equipment for the Meeting.		
BACKGROUND (include internal/external issues that may exist including any related motions)	The Meeting is customarily attended by approximately 350 people. Invited guests include city managers, public safety directors, councilmembers, and County and District executives. The purpose of this event is to bring County and city government decision-makers together in a welcoming and informal setting to discuss public safety issues, and to continue the cooperative relationship with our city and County partners.		
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 type="checkbox"/> No If Yes, please state which one(s) and explain how: Approval of the recommended actions is consistent with the County's Strategic Plan North Star 2.F: Foster vibrant and resilient communities by building relationships and		

	engaging businesses, community-based institutions, and community members to facilitate positive social connections and relationships and encouraging community participation in government efforts and initiatives.
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Marissa Martin Jensen, ASM II, (323) 881-6173, Marissa.MartinJensen@fire.lacounty.gov



COUNTY OF LOS ANGELES FIRE DEPARTMENT



BOARD OF SUPERVISORS

LINDSEY P. HORVATH, CHAIR
THIRD DISTRICT

HILDA L. SOLIS
FIRST DISTRICT

HOLLY J. MITCHELL
SECOND DISTRICT

JANICE HAHN
FOURTH DISTRICT

KATHRYN BARGER
FIFTH DISTRICT

ANTHONY C. MARRONE
FIRE CHIEF
FORESTER & FIRE WARDEN

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

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

July 9, 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 PROCUREMENT PROCESS TO PROCURE MEALS, NON-ALCOHOLIC BEVERAGES, AND MISCELLANEOUS EQUIPMENT FOR THE 2024 ANNUAL CALIFORNIA CONTRACT CITIES ASSOCIATION BOARD OF DIRECTORS MEETING (ALL DISTRICTS) (3 VOTES)

SUBJECT

The Consolidated Fire Protection District of Los Angeles County (District) is requesting Board of Supervisors' (Board) approval to utilize the County's procurement process to purchase meals, non-alcoholic beverages, and miscellaneous equipment for the 2024 Annual California Contract Cities Association Board of Directors Meeting (Meeting), which is scheduled for July 17, 2024, at the District's Headquarters.

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

1. Authorize the Fire District to utilize the County's purchasing process to procure meals, non-alcoholic beverages, and miscellaneous equipment for the Meeting, at a cost not to exceed \$35,000.
2. Delegate authority to the Fire Chief, or his designee, to execute agreements related to the procurement of goods and services for the Meeting, with approval as to form by County Counsel.

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

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

CARSON
CERRITOS
CLAREMONT
COMMERCE
COVINA
CUDAHY
DIAMOND BAR
DUARTE

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

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

LAWNDALE
LOMITA
LYNWOOD
MALIBU
MAYWOOD
NORWALK
PALMDALE
PALOS VERDES ESTATES
PARAMOUNT

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

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

3. Find that the recommended actions are exempt from the provisions of the California Environmental Quality Act (CEQA).

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS

Board approval of the recommended actions will enable the District to utilize the County's procurement process to procure meals, non-alcoholic beverages, and miscellaneous equipment for the Meeting. The Meeting is customarily attended by approximately 100-200 people. Invited guests include city managers, public safety directors, councilmembers, and County and District executives. The purpose of this event is to bring County and city government decision-makers together in a welcoming and informal setting to discuss public safety issues, and to continue the cooperative relationship with our city and County partners.

Implementation of Strategic Plan Goals

Approval of the recommended actions is consistent with the County's Strategic Plan North Star 2.F.: Foster vibrant and resilient communities by building relationships and engaging businesses, community-based institutions, and community members to facilitate positive social connections and relationships and encouraging community participation in government efforts and initiatives.

FISCAL IMPACT/FINANCING

The District, as a Special District, is funded independently from the County's General Fund, and relies primarily on property tax revenue to provide essential fire protection and life safety services. The cost of the Meeting is recovered in the billing rates the contract cities pay to receive fire and emergency medical services.

There is no impact to net County cost.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Meeting will be held on July 17, 2024. The District is self-insured for the event.

ENVIRONMENTAL DOCUMENTATION

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

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The Meeting has no impact on current services.

CONCLUSION

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

Consolidated Fire Protection District of Los Angeles County

Executive Office - Business Operations

Attention: Marissa Martin Jensen, Administrative Services Manager II

1320 North Eastern Avenue

Los Angeles, CA 90063

Marissa.MartinJensen@fire.lacounty.gov

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

Respectfully submitted,

ANTHONY C. MARRONE, FIRE CHIEF

ACM:trb

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

**BOARD LETTER/MEMO
CLUSTER FACT SHEET**

Board Letter

Board Memo

Other

CLUSTER AGENDA REVIEW DATE	6/26/2024	
BOARD MEETING DATE	7/9/2024	
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)	DISTRICT ATTORNEY	
SUBJECT	AUTHORIZE THE DISTRICT ATTORNEY'S OFFICE TO ACCEPT UNCLAIMED VICTIM RESTITUTION FUNDS FROM THE PROBATION DEPARTMENT FOR THE VICTIM WITNESS ASSISTANCE PROGRAM FOR THE NEXT FIVE YEARS AND DIRECT THE PROBATION DEPARTMENT TO TRANSFER UNCLAIMED VICTIM RESTITUTION FUNDS TO THE DISTRICT ATTORNEY'S OFFICE FOR THE NEXT FIVE YEARS	
PROGRAM	UNCLAIMED VICTIM RESTITUTION FUNDS	
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:	
SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No – Not Applicable	
DEADLINES/ TIME CONSTRAINTS	NONE	
COST & FUNDING	Total cost:	Funding source:
	Any Available Balance Transfer	Unclaimed Victim Restitution Funds from the Los Angeles County Probation Department
	TERMS (if applicable): August 10, 2024, through August 9, 2029	
	Explanation:	
PURPOSE OF REQUEST	<p>The purpose of the recommended action is to allow the County to continue compliance with Government Code section 50050. Under Government Code section 50050, any restitution collected by the County on behalf of victims which remains unclaimed after a period of three years and after the Treasurer-Tax Collector has published required notice, reverts to the County and may be used for victim services.</p> <p>The District Attorney's Office requests Board approval to direct the Probation Department to transfer Unclaimed Restitution for the next five years. The approval of the request will enable the District Attorney's Office to expedite the transfer of Unclaimed Restitution from the Probation Department to be used for providing comprehensive services to victims of crime.</p>	
BACKGROUND (include internal/external issues that may exist including any related motions)	The District Attorney's Office, Bureau of Victims Services is the designated major provider of comprehensive services to victims in accordance with Penal Code section 13835.2. The transfer of Unclaimed Restitution will bring the County into compliance with Government Code section 50050 which requires Unclaimed Restitution to be used by the County for victim services or deposited into the State's Restitution fund.	

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: 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.
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Tracy Holcombe, Assistant Director, Bureau of Administrative Services (213) 257-2771 THolcombe@da.lacounty.gov



GEORGE GASCÓN
LOS ANGELES COUNTY DISTRICT ATTORNEY

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

July 9, 2024

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

Dear Supervisors:

AUTHORIZE THE DISTRICT ATTORNEY'S OFFICE TO ACCEPT UNCLAIMED VICTIM RESTITUTION FUNDS FROM THE PROBATION DEPARTMENT FOR THE VICTIM WITNESS ASSISTANCE PROGRAM ANNUALLY FOR THE NEXT THREE YEARS AND DIRECT THE PROBATION DEPARTMENT TO TRANSFER UNCLAIMED VICTIM RESTITUTION FUNDS TO THE DISTRICT ATTORNEY'S OFFICE ANNUALLY FOR THE NEXT THREE YEARS (ALL DISTRICTS) (3 VOTES)

SUBJECT

This Board Letter requests authority for the District Attorney's Office to accept annual transfers of Unclaimed Restitution funds from the Probation Department for the next three years and directs the Probation Department to transfer Unclaimed Restitution funds to the District Attorney's Office annually for the next three years. Current delegated authority for these transfers ends in August 2024 and the District Attorney's Office must seek Board approval every three years.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Authorize the District Attorney's Office to accept annual transfers of Unclaimed Restitution funds from the Probation Department for the next three years and to hold the funds in an account to be used for providing comprehensive services to victims of crime.
2. Directs the Probation Department to transfer Unclaimed Restitution funds to the District Attorney's Office annually for the next three years.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended action is to allow the County to continue compliance with Government Code section 50050. Under Government Code section 50050, any restitution collected by the County on behalf of victims which remains unclaimed after a period of three years and after the Treasurer-Tax Collector has published required notice, reverts to the County and may be used for victim services.

This Board has recognized the District Attorney's Bureau of Victim Services as the major provider of comprehensive services to victims in the County with its Victim Witness Assistance Program. The District Attorney's Office requests Board approval to direct the Probation Department to transfer Unclaimed Restitution annually for the next three years. The District Attorney's Office will continue to request Board approval for the transfer every three years. The recommended action will enable the District Attorney's Office to expedite the annual transfer of Unclaimed Restitution from the Probation Department to be used for providing comprehensive services to victims of crime.

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

Unclaimed Restitution funds victim services in compliance with all County fiscal and procurement policies. The last Unclaimed Restitution transfer received by the District Attorney's Office from the Probation Department for the provision of victim services was in 2020-21 at \$93,134.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The District Attorney's Office, Bureau of Victims Services is the designated major provider of comprehensive services to victims in accordance with Penal Code section 13835.2. The transfer of Unclaimed Restitution will bring the County into compliance with Government Code section 50050 which requires Unclaimed Restitution to be used by the County for victim services or deposited into the State's Restitution fund.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

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

CONCLUSION

Following Board approval, the District Attorney's Office shall accept the transfer of Unclaimed Restitution from the Probation Department annually for the next three years and shall hold the funds in an account for the provision of victim services. The District Attorney's Office will request Board approval for the transfer every three years.

Respectfully submitted,

GEORGE GASCÓN
District Attorney

th

Enclosures

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



GEORGE GASCÓN
LOS ANGELES COUNTY DISTRICT ATTORNEY

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

August 10, 2021

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

Dear Supervisors:

AUTHORIZE THE DISTRICT ATTORNEY'S OFFICE TO ACCEPT UNCLAIMED VICTIM RESTITUTION FUNDS FROM THE PROBATION DEPARTMENT FOR THE VICTIM WITNESS ASSISTANCE PROGRAM ANNUALLY FOR THE NEXT THREE YEARS AND DIRECT THE PROBATION DEPARTMENT TO TRANSFER UNCLAIMED VICTIM RESTITUTION FUNDS TO THE DISTRICT ATTORNEY'S OFFICE ANNUALLY FOR THE NEXT THREE YEARS (ALL DISTRICTS) (3 VOTES)

SUBJECT

This Board Letter requests authority for the District Attorney's Office to accept annual transfers of Unclaimed Restitution funds from the Probation Department for the next three years, and directs the Probation Department to transfer Unclaimed Restitution funds to the District Attorney's Office annually for the next three years. Currently, Board approval is required for each annual transfer of Unclaimed Restitution funds. The District Attorney's Office will request Board approval for the transfer every three years.

IT IS RECOMMENDED THAT YOUR BOARD:

Authorize the District Attorney's Office to accept annual transfers of Unclaimed Restitution funds from the Probation Department for the next three years and to hold the funds in an account to be used for providing comprehensive services to victims of crime.

Directs the Probation Department to transfer Unclaimed Restitution funds to the District Attorney's Office annually for the next three years.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended action is to allow the County to come into compliance with Government Code section 50050. Under Government Code section 50050, any restitution collected by the County on behalf of victims which remains unclaimed after a period of three years and after the Treasurer-Tax Collector has published required

APPROVED

BY DELEGATED AUTHORITY

CHIEF EXECUTIVE OFFICE
COUNTY OF LOS ANGELES

August 10, 2021

FESIA A. DAVENPORT
CHIEF EXECUTIVE OFFICER

notice, reverts to the County and may be used for victim services. This Board has recognized the District Attorney's Bureau of Victim Services as the major provider of comprehensive services to victims in the County with its Victim Witness Assistance Program. The District Attorney's Office requests Board approval to direct the Probation Department to transfer Unclaimed Restitution annually for the next three years. The District Attorney's Office will request Board approval for the transfer every three years. The recommended action will enable the District Attorney's Office to expedite the annual transfer of Unclaimed Restitution from the Probation Department to be used for providing comprehensive services to victims of crime.

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

Unclaimed Restitution funds victim services in compliance with all County fiscal and procurement policies. In FY 2020-2021, the District Attorney's Office received a total of \$93,134.46 in Unclaimed Restitution from the Probation Department for the provision of victim services.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The annual transfer of Unclaimed Restitution to the District Attorney's Office, whose Bureau of Victims Services is the designated major provider of comprehensive services to victims in accordance with Penal Code section 13835.2, will bring the County into compliance with Government Code section 50050 which requires Unclaimed Restitution to be used by the County for victim services or deposited into the State's Restitution fund.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

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

The Honorable Board of Supervisors
August 10, 2021
Page 3

CONCLUSION

Following Board approval, the District Attorney's Office shall accept the transfer of Unclaimed Restitution from the Probation Department annually for the next three years and shall hold the funds in an account for the provision of victim services. The District Attorney's Office will request Board approval for the transfer every three years.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Gascón", written in a cursive style.

GEORGE GASCÓN
District Attorney

ma

c: Chief Executive Officer
Executive Officer of the Board
County Counsel

BOARD LETTER/MEMO CLUSTER FACT SHEET

 Board Letter

 Board Memo

 Other

CLUSTER AGENDA REVIEW DATE	6/12/2024		
BOARD MEETING DATE	6/25/2024		
SUPERVISORIAL DISTRICT AFFECTED	<input type="checkbox"/> All <input type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input type="checkbox"/> 4 th <input checked="" type="checkbox"/> 5 th		
DEPARTMENT(S)	Public Works		
SUBJECT	CP Pitchess Detention Center Landfill Closure Repairs Project		
PROGRAM	N/A		
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		
SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No – Not Applicable		
DEADLINES/ TIME CONSTRAINTS	N/A		
COST & FUNDING	Total cost:	\$1,650,000	Funding source:
			Capital Project No. 8A029 (net County cost).
	TERMS (if applicable): N/A		
	Explanation: N/A		
PURPOSE OF REQUEST	Approve the proposed capital project, and authorize Public Works to deliver the project using a Board-approved Job Order Contract.		
BACKGROUND (include internal/external issues that may exist including any related motions)	The Pitchess Detention Landfill is an inactive landfill that closed in 1993, and a soil cover was placed over the landfill. The winter and spring storms in 2022 and 2023 caused damage to the soil cover of the landfill. The proposed project will repair the damage for site stabilization, including minor grading and repair of eroded areas and hydroseeding the repaired areas.		
EQUITY INDEX OR LENS WAS UTILIZED	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how: N/A		
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: The project supports Board Priority No. 5, Improve Water Quality and Increase Water Supplies by providing soil cover to eliminate contamination of underground water supply by run-offs.		
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Vincent Yu, Deputy Director, (626) 458-4010, cell (626) 614-7217, vyu@pw.lacounty.gov .		



MARK PESTRELLA, Director

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

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

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

IN REPLY PLEASE
REFER TO FILE:

June 25, 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:

**CONSTRUCTION CONTRACT
CONSTRUCTION MANAGEMENT CORE SERVICE AREA
PITCHESS DETENTION CENTER
LANDFILL CLOSURE REPAIRS PROJECT
APPROVE PROJECT AND BUDGET
APPROVE APPROPRIATION ADJUSTMENT
APPROVE USE OF JOB ORDER CONTRACT
SPECS. 5703; CAPITAL PROJECT NO. 8A029
FISCAL YEAR 2023-24
(SUPERVISORIAL DISTRICT 5)
(3 VOTES)**

SUBJECT

Public Works is seeking Board approval of the Pitchess Detention Center Landfill Closure Repairs Project and associated appropriation adjustment, and authorization to deliver the proposed project using a Board-approved Job Order Contract.

IT IS RECOMMENDED THAT THE BOARD:

1. Find the proposed Pitchess Detention Center Landfill Closure Repairs Project exempt from the California Environmental Quality Act for the reasons stated in this Board letter and in the record of the project.
2. Approve the proposed Pitchess Detention Center Landfill Closure Repairs Project, Capital Project No. 8A029, with a total project budget of \$2,015,000.

3. Approve an appropriation adjustment to transfer \$2,015,000 from the Pitchess Honor Rancho Landfill Closure Maintenance Project, Capital Project No. 86575, to the proposed Pitchess Detention Center Landfill Closure Repairs Project, Capital Project No. 8A029, to fully fund the project.
4. Authorize the Director of Public Works or his designee to deliver the proposed project using a Board-approved Job Order Contract.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended actions is to seek Board approval to find the proposed Pitchess Detention Center (PDC) Landfill Closure Repairs Project exempt from the California Environmental Quality Act (CEQA); approve the capital project, budget, and associated appropriation adjustment; and authorize Public Works to deliver the proposed project using a Board-approved Job Order Contract (JOC).

Background

The project site is located at the Pitchess Detention Center, 29300 The Old Road, Castaic, CA 91384 in the unincorporated County area of Castaic. This inactive landfill area is approximately 15 acres of open space located at the eastern end of PDC. Between 1958 and 1993, the landfill was used for disposal of nonhazardous household refuse generated by custody operations and waste from adjacent farming activities. The PDC landfill stopped receiving refuse in 1993, and a soil cover was placed over the refuse and waste.

California Code of Regulations Title 27 governs the operation, maintenance, and closure of landfills. These regulations are enforced by the California Department of Resources Recycling and Recovery (CalRecycle), the Los Angeles County Department of Public Health, Solid Waste Management Division (Local Enforcement Agency), and the California Regional Water Quality Control Board, Los Angeles Regional Water Quality Control Board (LARWQCB).

In order to formally close the PDC Landfill, the Los Angeles Sheriff's Department (LASD) prepared a Final Construction/Post-Closure Maintenance Plan (FCPCMP) in accordance with Title 27 that included installation of a landfill cover system consisting of on-site borrowed soils and various appurtenances, including permanent run-on/run-off drainage control facilities, a paved access road, and a landfill gas probe monitoring system. In

2021, the FCPCMP was reviewed and approved by CalRecycle, Local Enforcement Agency, and LARWQCB.

The closure construction activities in accordance with the approved FCPCMP began in October 2021 and were completed in December 2021. The closure construction activities were permitted, in part, by a Construction General Stormwater Permit obtained from the LARWQCB. Following completion of the closure construction activities, Public Works filed a notice with the LARWQCB to terminate the Permit. LARWQCB conducted an inspection and found the site was not completely stabilized due to erosion and damage caused by the winter and spring storms in 2022 and 2023. These storms damaged the top soil layer of the newly installed landfill cover system including the applied hydroseeding.

The proposed project consists of repairing the damaged top layer of the landfill cover, including minor grading and repair of eroded areas, removal of straw logs, clearing of debris from drainage channels, and reapplication of hydroseeding to the repaired areas for site stabilization. The proposed repairs are required to be compliant with the approved FCPCMP. In August 2023, the proposed scope of repairs was reviewed and approved by CalRecycle and Local Enforcement Agency. It is anticipated that work would begin in October 2024 and be substantially completed in April 2025.

Following completion of the proposed repairs, the Local Enforcement Agency and LARWQCB would conduct a follow-up inspection of the site to confirm compliance with the approved FCPCMP and for termination of the Construction General Stormwater Permit.

Following acceptance of the Notice of Termination by LARWQCB, County will continue postclosure maintenance activities at the PDC Landfill in accordance with the approved FCPCMP.

Operating Budget Impact

Following completion of the proposed project, County would continue funding the associated maintenance and operational costs for the facility with existing budgetary resources from its operating budget.

Implementation of Strategic Plan Goals

These recommendations support the County Strategic Plan: North Star 3, Realize tomorrow's government today, Focus Area Goal F, Flexible and Efficient Infrastructure, Strategy ii, Modernize Infrastructure, by evaluating our current capital projects and identifying the need to replace or modernize legacy/obsolete infrastructure. By investing in the compliant closure of a previous landfill, we continue to monitor activities to maintain the site's proper drainage and stability.

FISCAL IMPACT/FINANCING

The proposed project budget is currently estimated at \$2,015,000 and includes construction, change order contingency, plans and specifications, consultant services, permit fees, and County services. The proposed Project Schedule and Budget summary are included in Enclosure A.

Approval of the appropriation adjustment (Enclosure B) will transfer \$2,015,000 from the Pitchess Honor Rancho Landfill Closure Maintenance Project, Capital Project No. 86575, to the Pitchess Detention Center Landfill Closure Repairs Project, Capital Project No. 8A029, to fully fund the proposed project. The project is fully funded with net County cost.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The project is exempt from the Civic Art fund as the project involves minor grading and hydroseeding to repair the damaged top layer of the landfill cover.

The JOC is subject to the Board Policy 5.270, Countywide Local and Targeted Worker Hiring.

The proposed project will support the Board's Green Building/Sustainable Design Program by utilizing hydroseeding with drought tolerant and native plants to contribute to biodiversity and water conservation.

ENVIRONMENTAL DOCUMENTATION

The proposed project involves minor grading and hydroseeding to repair the damaged top layer of the landfill cover and is categorically exempt from CEQA. The project is within

certain classes of projects that have been determined not to have a significant effect on the environment in that it meets the criteria set forth in Section 15304 (a) and (f) of the State CEQA Guidelines and Classes 1 (j) and (p); and 4 (a) and (k) of the County's Environmental Document Reporting Procedures and Guidelines, Appendix G. This project is also statutorily exempt under Section 21080 (b) (4) and State CEQA Guidelines Section 15269 (a), which apply to specific actions to prevent or mitigate an emergency, because the current erosion, unless mitigated will allow moisture to penetrate through the waste layer and contaminate the soil beneath. The project consists of repairs of an existing facility with negligible or no expansion of use, maintenance, and repair beyond that previously existing.

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

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

CONTRACTING PROCESS

Public Works utilized a Board-approved, on-call consultant to complete the design and is requesting Board authorization to complete the work using a Board-approved JOC.

The proposed project scope includes repair of erosions, debris removal, minor grading, and limited hydroseeding, and Public Works has made the determination that the use of a JOC is the most appropriate contracting method to deliver the proposed project.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

There are no anticipated impacts on current County services or projects due to the recommended actions.

The Honorable Board of Supervisors
June 25, 2024
Page 6

CONCLUSION

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

Respectfully submitted,

MARK PESTRELLA, PE
Director of Public Works

MP:HA:sl

Enclosures

c: Auditor-Controller
Chief Executive Office (Capital Programs Division)
County Counsel
Executive Office
Sheriff's Department

**CONSTRUCTION CONTRACT
CONSTRUCTION MANAGEMENT CORE SERVICE AREA
PITCHESS DETENTION CENTER
LANDFILL CLOSURE REPAIRS PROJECT
APPROVE PROJECT AND BUDGET
APPROVE APPROPRIATION ADJUSTMENT
APPROVE USE OF JOB ORDER CONTRACT
SPECS. 5703; CAPITAL PROJECT NO. 8A029
FISCAL YEAR 2023-24
(SUPERVISORIAL DISTRICT 5)
(3 VOTES)**

I. PROJECT SCHEDULE SUMMARY

Project Activity	Scheduled Completion Date
Jurisdictional Approvals	05/31/2023*
Construction Start	10/31/2024
Substantial Completion	04/28/2025
Final Acceptance	06/17/2025

*Actual completion date

II. PROJECT BUDGET SUMMARY

Project Activity	Proposed Budget
Construction	\$1,197,100
Change Order Contingency	\$ 179,600
Job Order Contract Fees	\$ 34,500
Hard Cost Subtotal	\$1,411,200
Plans and Specifications	\$ 117,384
Consultant Services	\$ 112,105
Miscellaneous Expenditures	\$ 12,510
Jurisdictional Review/Plan Check/Permits	\$ 67,500
County Services	\$ 294,301
Soft Cost Subtotal	\$ 603,800
Total Project Budget	\$2,015,000

ENCLOSURE B
June 25, 2024

**CONSTRUCTION CONTRACT
CONSTRUCTION MANAGEMENT CORE SERVICE AREA
PITCHESS DETENTION CENTER
LANDFILL CLOSURE REPAIRS PROJECT
APPROVE PROJECT AND BUDGET
APPROVE APPROPRIATION ADJUSTMENT
APPROVE USE OF JOB ORDER CONTRACT
SPECS. 5703; CAPITAL PROJECT NO. 8A029
FISCAL YEAR 2023-24
(SUPERVISORIAL DISTRICT 5)
(3 VOTES)**

**APPROPRIATION ADJUSTMENT
PENDING**

BOARD LETTER/MEMO CLUSTER FACT SHEET

 Board Letter

 Board Memo

 Other

CLUSTER AGENDA REVIEW DATE	6/26/2024	
BOARD MEETING DATE	7/9/2024	
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)	Sheriff's Department	
SUBJECT	Approve and execute sole source Amendment Number Eleven to extend the term of Contract Number 55301 (Contract) with Modaxo Traffic Management USA Inc. for parking citation processing services (Services).	
PROGRAM	Parking Citation Processing Services	
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No However, we are requesting delegated authority for the Sheriff to execute a subsequent amendment to the Contract to memorialize any per-citation processing cost rate increase for the second year starting July 19, 2025, based on the 12-month average of the Consumer Price Index (CPI) demonstrated in calendar year 2024 and to terminate the Contract within 30 calendar days advance written notice to Contractor.	
SOLE SOURCE CONTRACT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
	If Yes, please explain why: This is a sole source amendment pursuant to Board policy 5.100.	
SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No – Not Applicable	
DEADLINES/ TIME CONSTRAINTS	The current contract expires July 18, 2024.	
COST & FUNDING	Total cost: \$	Funding source: Revenue offset, cost of services is offset by monies generated from parking citation fines and penalties.
	TERMS (if applicable): Two years.	
	Explanation: The contracted Services are delivered to the County at zero Net County Cost.	
PURPOSE OF REQUEST	This Amendment will continue Services in the unincorporated areas of the County while the Department awaits decision from the Board pursuant to the October 17, 2023, Board motion "Moving Parking Enforcement Services from the Department to the Department of Public Works" (Agenda item 10).	
BACKGROUND (include internal/external issues that may exist including any related motions)	On July 14, 2015, the Board approved and delegated authority to the Sheriff to execute the Contract with Contractor. Contractor will continue to be responsible for processing citations, maintaining citation records, sending notices to violators, and sharing data the Department of Motor Vehicles to obtain vehicle ownership information. No issues or concerns.	
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	Name, Title, Phone # & Email: <ul style="list-style-type: none"> • Aloett Martin, Administrative Services Manager II, (213) 229-3290, a9martin@lasd.org • Ryan Jorgensen, Sergeant, (213) 972-3900, RRjorgen@lasd.org 	

July 9, 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:

**APPROVE SOLE SOURCE AMENDMENT NUMBER ELEVEN TO EXTEND
CONTRACT NUMBER 55301 WITH MODAXO TRAFFIC MANAGEMENT USA INC.
FOR CONTINUED PARKING CITATION PROCESSING SERVICES
(ALL DISTRICTS) (3 VOTES)**

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

SUBJECT

The Los Angeles County (County) Sheriff's Department (Department) is seeking Board approval of Sole Source Amendment Number Eleven (Amendment) to Contract Number 55301 (Contract) with Modaxo Traffic Management USA Inc. (Contractor) to extend the term of the Contract for a two-year option period from July 19, 2024, through July 18, 2026.

This Amendment will continue parking citation processing services (Services) in the unincorporated areas of the County, while the Department awaits decision from the Board pursuant to the October 17, 2023, Board motion "Moving Parking Enforcement Services from the Department to the Department of Public Works."

IT IS RECOMMENDED THAT THE BOARD:

1. Approve and instruct the Chair of the Board to sign the attached Amendment to the Contract, to extend the Contract for a two-year option period from July 19, 2024, through July 18, 2026.
2. Delegate authority to the Sheriff, or his designee, to execute a subsequent amendment to the Contract to memorialize any per-citation processing cost rate increase for the second year starting July 19, 2025, based on the 12-month average of the Consumer Price Index (CPI) demonstrated in calendar year 2024.
3. Delegate authority to the Sheriff, or his designee, to terminate the Contract for convenience, either in whole or in part, if necessary, with 30 calendar days advance written notice once the County has completed the solicitation process for a replacement contract.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The Contract will expire on July 18, 2024. On February 9, 2024, in accordance with Board Policy 5.100, the Department provided the Board with advance notification of its intent to enter into a sole source amendment to extend the Contract for two years through July 18, 2026, to ensure uninterrupted Services. Additionally, the recommended action will allow for direction from the Board, from the March 19, 2024, Board Agenda Item 31, "Report on the Transfer of Parking Enforcement Services," and allow the County to complete the solicitation process for a successor contract.

BACKGROUND:

On July 14, 2015, the Board approved the Contract for the provision of Services, with Xerox State & Local Solutions, Inc., with an initial term of July 19, 2015, through July 18, 2018. Under the Contract, the County had the option to extend the term of the Contract for up to two one-year options, and one six-month option through January 18, 2021. The Contract was amended on July 16, 2018, under Amendment Number One to affect the Contractor's name change to Conduent State & Local Solutions, Inc.

Amendment Numbers Two through Nine to the Contract were executed to, among other things, add and/or update County-mandated provisions, exercise the option terms and extend the term of the Contract, and effectuate a five percent voluntary price reduction during the County's 2021 fiscal year.

The Contract was amended on June __, 2024, under Amendment Number Ten to affect the Contractor's acquisition and name change to Modaxo Traffic Management USA Inc.

The Services provided by Contractor include enhanced citation payment options that enable citation holders to make payments with credit cards through a website, and by using an interactive voice-response telephone (IVR) system. Contractor facilitates the electronic transaction by providing a portal to the County's electronic payment service provider, Fidelity Information Services (FIS). Contractor will not collect electronic payments or electronic payment data.

Contractor will continue to be responsible for processing citations, maintaining citation records, sending notices to citation holders, and sharing data with the Department of Motor Vehicles to obtain vehicle ownership information. Contractor is also responsible for collecting all cash and check payments and depositing those payments with the County.

On October 17, 2023, the Board adopted a motion (Agenda Item 10), "Moving Parking Enforcement Services from the Sheriff's Department to the Department of Public Works," which among other things, directed the Chief Executive Officer to report back to the Board in writing within 120 days with an implementation plan that should include specific steps for the Department of Public Works to fully execute parking enforcement services no later than July 1, 2024.

During the March 19, 2024, Board hearing, Supervisor Hahn's motion under Agenda Item 31 was approved, seconded by Supervisor Barger, as amended, "to request the Sheriff to provide a verbal and written report back to the Board within 45 days with a proposed business plan for parking enforcement services within the Sheriff's Department." The proposed business plan was presented by Sheriff Luna to the Board for consideration during the May 21, 2024, Board hearing.

PROPOSED AMENDMENT/CONTRACT NEGOTIATIONS:

On Monday, May 20, 2024, the Department and Contractor reached a negotiated agreement pending approval by the Board, which:

1. Extends the Contract for two years from July 19, 2024, through July 18, 2026.
2. Modifies Exhibit B, Pricing Sheet, for the first-year option period from July 19, 2024, through July 18, 2025, as follows to include a 5.1% increase of rates consistent with the 12-month average CPI increase/change from calendar year 2023:

- a. Per-citation processing cost rate from \$1.80 to \$1.89 (5.1%),
 - b. Desktop computing hardware devices rate from \$69.55 to \$73.10 (5.1%),
 - c. Handheld electronic ticket-writer computing devices rate from \$78.33 to \$82.32 (5.1%), and
 - d. Wireless communication connection rate from \$17.25 to \$18.13 (5.1%).
3. Includes language for the second year starting July 19, 2025, that memorializes the per-citation rate cost allowable to Contractor be based on the 12-month average CPI increase/change demonstrated in calendar year 2024.

Implementation of Strategic Plan Goals

The requested actions support the County Strategic Plan's North Star 2: Foster Vibrant and Resilient Communities; Focus Area Goal C: Public Safety: Enhance the safety of the public and our communities by addressing the risks, danger, harm, and conditions that cause, drive, or can help mitigate unlawful activity and crime and supports law enforcement accountability and transparency; Strategy I. Prevention, Protection, and Security: Support and invest in innovative practices, crime prevention resources, and infrastructure to provide protection and security.

FISCAL IMPACT/FINANCING

The County will not incur any net County cost during the term of this Contract.

The cost for Services is offset by monies generated from parking citation fines and penalties that Contractor will process for the Department, Internal Services Department (ISD), and Department of Beaches and Harbors (Beaches and Harbors).

Parking citations issued within Los Angeles County unincorporated areas generate gross revenue based on total citations issued. Mandated distribution is made to the State of California in accordance with Assemble Bill 408 and the California Vehicle Code (CVC) (i.e., Collection Fees, Court Fees, Justice Fees, Special Fees, Handicapped Surcharges, and other surcharges). Revenue generated is disseminated amongst ISD, Beaches and Harbors, and the Department to pay separate administrative fees charged by the DMV. The Department's revenue is used to help recover operating costs for the Department's Parking Enforcement Detail Unit.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Contractor is in compliance with all Board and Chief Executive Office requirements, including Jury Service Program, Safely Surrendered Baby Law, and Defaulted Property Tax Reduction Program.

The ERG has approved the interface with FIS for all electronic payment processing, per the FIS Agreement.

In compliance with Board Policy 6.020, Chief Information Office Board Letter Approval, the Office of the Chief Information Officer (OCIO) reviewed the information technology (IT) components (management, design, development, acquisition, expansion, or purchase of IT systems and/or related services) of this request and recommends approval. The OCIO determined this recommended action(s) does not include any new IT items that would necessitate a formal written CIO Analysis.

The Amendment has been reviewed and approved as to form by County Counsel.

IMPACT ON CURRENT SERVICES

There will be no negative impact on current Department operations and Services. Approval of these actions will ensure uninterrupted Services for the County, pending Board's direction on the transition of parking enforcement services, and a new solicitation is completed for a successor Contract.

CONCLUSION

Upon Board approval, please return a copy of the adopted Board letter and two original executed copies of the Amendment to the Department's Contracts Unit.

Sincerely,

Reviewed by:

ROBERT G. LUNA
SHERIFF

PETER LOO
ACTING CHIEF INFORMATION OFFICER

AV:AM:am
(Fiscal Administration Bureau (FAB) - Contracts Unit)

c: Board of Supervisors, Justice Deputies
Edward Yen, 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
Michael Xie, Senior Budget Analyst, CEO
Dawyn R. Harrison, County Counsel
Elizabeth D. Miller, Chief Legal Advisor, Legal Advisory Unit
Michele Jackson, Principal Deputy County Counsel, Legal Advisory Unit
April L. Tardy, Undersheriff
Holly A. Francisco, Assistant Sheriff, Countywide Operations
Jill Torres, Assistant Sheriff, CFAO
Jason A. Skeen, Chief of Staff, Office of the Sheriff
Yolanda R. Figueroa, Acting Chief, Court Services Division (CSD)
Conrad Meredith, Division Director, Administrative Services Division (ASD)
Glen Joe, Assistant Division Director, ASD
Christopher L. Johnson, Commander, CSD
Richard F. Martinez, Assistant Division Director, ASD
Crystal M. Miranda, Commander, CSD
David E. Culver, Director, Financial Programs Bureau
Yvonne I. O'Brien, Captain, Civil Management Bureau (CMB)
Rene A. Garcia, Lieutenant, ASD
Ryan R. Jorgensen, Sergeant, CMB
Erica M. Nunes, Sergeant, ASD
Abby R. Valdez, Administrative Services Manager (ASM) III, Fiscal Administration
Bureau (FAB), Contracts Unit (CU)
Kristine D. Corrales, Deputy, ASD
Aloett Martin, ASM II, FAB, CU
Sheila D. Evans, ASM I, CMB, Parking Enforcement Detail
Maria M. Sanchez, ASM I, FAB, CU
(Contracts - Modaxo Parking Citation Processing Services 07-09-24)

**AMENDMENT NUMBER ELEVEN
TO CONTRACT NO. 55301 FOR
PARKING CITATION PROCESSING SERVICES**

This Amendment Number Eleven (Amendment) to Contract Number 55301 (Contract) is entered into by and between County of Los Angeles (County) and Modaxo Traffic Management USA Inc. (Contractor), effective upon execution by the County Board of Supervisors.

- A. WHEREAS, on July 19, 2015, County and Xerox State & Local Solutions, Inc. entered into the Contract for Parking Citation Processing Services; and
- B. WHEREAS, on January 29, 2016, Xerox Corporation, the parent company of Xerox State & Local Solutions, Inc., announced its plan to separate into two companies, Xerox Corporation and Conduent Inc.; and
- C. WHEREAS, following the separation, and effective January 1, 2017, Xerox Corporation commenced operating under the name Conduent, Inc.; and
- D. WHEREAS, on October 2, 2017, County and Contractor entered into Amendment Number One to (1) document the Xerox Corporation separation into two companies, whereby Xerox State & Local Solutions, Inc. became a wholly owned subsidiary of Conduent, Inc.; (2) document the Contractor's corporate name change from Xerox State & Local Solutions, Inc. to Conduent State & Local Solutions, Inc.; and (3) update and add the County-mandated provisions and exhibits; and
- E. WHEREAS, on July 16, 2018, County and Contractor entered into Amendment Number Two to (1) exercise the first one-year option period and extend the Term of the Contract from July 19, 2018, through and including July 18, 2019; and (2) update the County-mandated provisions regarding Assignment and Delegation/Mergers or Acquisitions and Consideration of Hiring GAIN-GROW Participants; and
- F. WHEREAS, on June 18, 2019, County and Contractor entered into Amendment Number Three to (1) exercise the second one-year option period and extend the Term of the Contract from July 19, 2019, through and including July 18, 2020; and (2) add the County-mandated provisions regarding Compliance with Fair Chance Employment Hiring Practices and Compliance with the County Policy of Equity; and
- G. WHEREAS, on June 18, 2020, County and Contractor entered into Amendment Number Four to exercise the six-month option period and extend the Term of the Contract from July 19, 2020, through and including January 18, 2021; and
- H. WHEREAS, on June 9, 2020, the Board of Supervisors adopted a motion to pursue voluntary price reductions from County contractors for products and services rendered during the County's 2021 fiscal year, beginning July 1, 2020, through June 30, 2021, or for the designated period as negotiated by the parties.

**AMENDMENT NUMBER ELEVEN
TO CONTRACT NO. 55301 FOR
PARKING CITATION PROCESSING SERVICES**

Additionally, the motion delegates authority to departments to execute contract amendments for cost reductions negotiated under this initiative; and

- I. WHEREAS, on October 14, 2020, County and Contractor entered into Amendment Number Five to (1) effectuate a 5% price reduction in the invoiced amount for Services rendered beginning July 1, 2020, through June 30, 2021, and (2) add the County-mandated provision regarding Prohibition from Participation in Future Solicitation(s); and
- J. WHEREAS, on January 14, 2021, County and Contractor entered into Amendment Number Six to extend the Term of the Contract for one year from January 19, 2021, through and including January 18, 2022, with an option to extend for up to an additional period of twelve months, in any increment; and
- K. WHEREAS, on December 21, 2021, County and Contractor entered into Amendment Number Seven to (1) exercise the twelve-month option period and extend the Term of the Contract from January 19, 2022, through and including January 18, 2023, and (2) update the County-mandated provisions regarding Assignment and Delegation/Mergers or Acquisitions and Consideration of Hiring County Employees Targeted for Layoff or Re-Employment List; and
- L. WHEREAS, on January 10, 2023, County and Contractor entered into Amendment Number Eight to (1) extend the Term of the Contract for one year from January 19, 2023, through and including January 18, 2024, with an option to extend for up to an additional six-month period in any increment, (2) effectuate the upgrade of the electronic ticket-writer devices and printers, (3) upgrade the software application to Conduent's CitySight® Enforcement application and add the associated monthly wireless communication cost, (4) update the County-mandated provision regarding Safely Surrendered Baby Law, Compliance with Fair Chance Employment Hiring Practices, and Compliance with the County Policy of Equity, (5) add the County-mandated provision regarding the COVID-19 Vaccinations of County Contractor Personnel, and (6) update Exhibit B (Pricing Sheet) to add the rates and cost of the extension period; and
- M. WHEREAS, on January 10, 2024, County and Contractor entered into Amendment Number Nine to (1) exercise the final six-month option period and extend the Term of the Contract from January 19, 2024, through and including July 18, 2024, and (2) update the County-mandated provisions regarding Background and Security Investigations, Consideration of Hiring GAIN-GROW Participants, Public Records Act, and Termination for Improper Consideration; and
- N. WHEREAS, on December 28, 2023, Conduent State & Local Solutions, Inc. announced its agreement to sell its Curbside Management and Public Safety Business to Modaxo Traffic Management USA Inc.; and

**AMENDMENT NUMBER ELEVEN
TO CONTRACT NO. 55301 FOR
PARKING CITATION PROCESSING SERVICES**

- O. WHEREAS, effective May 1, 2024, Conduent State & Local Solutions, Inc. commenced operating under the name Modaxo Traffic Management USA Inc.; and
- P. WHEREAS, on _____, 2024 County and Contractor entered into Amendment Number Ten to (1) document the Contractor's acquisition and name change to Modaxo Traffic Management USA Inc. and (2) add the County-mandated provisions regarding Injury and Illness Prevention Program, and Campaign Contribution Prohibition Following Final Decision in Contract Proceeding; and
- Q. WHEREAS, the Contract currently expires on July 18, 2024; and
- R. WHEREAS, the County and Contractor agree to (1) extend the term of the Contract for two years from July 19, 2024, through and including July 18, 2026; (2) revise Subparagraph 8.1.4(3) to update increase/decrease authority for desktop hardware and handheld electronic ticket-writer computing devices; and (3) update Exhibit B (Pricing Sheet) to add the rates and cost of the two-year option period.

NOW THEREFORE, in consideration of the mutual covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and Contractor hereby agree to amend the Contract as follows:

- 1. Paragraph 4.0 (Term of Contract) of the Contract is deleted in its entirety and replaced as follows to extend the term of the Contract for a two-year option period from July 19, 2024, through and including July 18, 2026:

4.0 TERM OF CONTRACT

- 4.1 The term of this Contract will commence on July 19, 2015, and will continue until and through July 18, 2026, unless sooner extended or terminated as provided herein.
- 4.2 The County maintains databases that track/monitor contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the County will exercise a Contract term option period.
- 4.3 Contractor will notify the Department when this Contract is within six months from the expiration of the term of this Contract as provided for hereinabove. Upon occurrence of this event, Contractor will send written notification to County Project Director at the address herein provided in Exhibit E (County's Administration).

- 2. Subparagraph 8.1.4(3) of Subparagraph 8.1 (Change Orders and Amendments) only, is deleted in its entirety and replaced as follows:

**AMENDMENT NUMBER ELEVEN
TO CONTRACT NO. 55301 FOR
PARKING CITATION PROCESSING SERVICES**

- 8.1.4(3) any increase or decrease in the number of County-required hardware computing devices, handheld electronic ticket-writer computing devices, and/or ALPR systems, provided such increase or decrease to the originally required number is based on the needs of the County,
3. Exhibit B (Pricing Sheet) of the Contract is deleted in its entirety and replaced with the revised Exhibit B (Pricing Sheet), attached hereto, to add the rates and cost of the two-year option period.
 4. Except as expressly provided in this Amendment, all terms, covenants, and conditions of the Contract will remain the same and in full force and effect.
 5. Contractor represents and warrants that the person executing this Amendment for Contractor is an authorized agent who has actual authority to bind Contractor to each and every item, condition, and obligation of the Amendment and that all requirements of Contractor have been fulfilled to provide such actual authority.

DRAFT

**AMENDMENT NUMBER ELEVEN
TO CONTRACT NO. 55301 FOR
PARKING CITATION PROCESSING SERVICES**

IN WITNESS WHEREOF, the County of Los Angeles, by order of its Board of Supervisors, has caused this Amendment Number Eleven to be executed on its behalf by the Chair of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, and Contractor has caused this Amendment to be duly executed on its behalf by its authorized officer.

COUNTY OF LOS ANGELES

By: _____
Chair, Board of Supervisors

ATTEST:
EDWARD YEN, Executive Officer
of the Board of Supervisors

By: _____
Deputy

MODAXO TRAFFIC MANAGEMENT USA INC.

By: _____

Print Name: _____

Title: _____

Date: _____

APPROVED AS TO FORM:
DAWYN R. HARRISON
County Counsel

By: Approved as to Form
Michele Jackson
Principal Deputy County Counsel

Exhibit B
PRICING SHEET

[Revised and Restated under Amendment Number 11]

All costs described in this Pricing Sheet are not-to-exceed, all-inclusive rates.

I. PER-CITATION PROCESSING COST

The following all-inclusive, per-citation processing cost shall be inclusive of any and all Taxes and other fees and shall further take into consideration the difference between handwritten citation processes vs. electronic citation uploads and the requirements set forth in Exhibit A (Statement of Work). The County makes no guarantee as to the actual number of citations which may be processed in any given Contract year.

YEAR 1 07/19/2015 – 07/18/2016	YEAR 2 07/19/2016 – 07/18/2017	YEAR 3 07/19/2017 – 07/18/2018	OPTION YEAR 1 07/19/2018 – 07/18/2019
\$1.38	\$1.42	\$1.46	\$1.51
OPTION YEAR 2 07/19/2019 – 07/18/2020	6-MONTH OPTION 07/19/2020 – 01/18/2021	AMENDMENT 6 01/19/2021 – 01/18/2022	AMENDMENT 6 OPTION YEAR EXTENSION 01/19/2022 – 01/18/2023
\$1.55	\$1.60	\$1.60	\$1.60
AMENDMENT 8 01/19/2023 – 01/18/2024	AMENDMENT 8 OPTION EXTENSION 01/19/2024 – 07/18/2024	AMENDMENT 10 07/19/2024 – 07/18/2025 07/19/2025 – 07/18/2026*	
\$1.75	\$1.80	\$1.89	TBD*

*Exhibit B, Pricing Sheet will be updated via an amendment for the second option year starting July 19, 2025, that includes and memorializes any per-citation processing cost allowable to Contractor based on the 12-month average CPI increased/change demonstrated in calendar year 2024.

II. MONTHLY USAGE COST

Ila. Desktop Computing Hardware Devices (Inclusive of CPUs, Monitors, Laser Printers, Scanners, and/or peripheral computing devices)

The fixed monthly per device cost for usage and maintenance of a desktop computing hardware device is as follows:

YEAR 1 07/19/2015 – 07/18/2016 PER DEVICE COST	YEAR 2 07/19/2016 – 07/18/2017 PER DEVICE COST	YEAR 3 07/19/2017 – 07/18/2018 PER DEVICE COST	OPTION YEAR 1 07/19/2018 – 07/18/2019 PER DEVICE COST
\$64.10	\$64.10	\$64.10	\$64.10
OPTION YEAR 2 07/19/2019 – 07/18/2020 PER DEVICE COST	6-MONTH OPTION 07/19/2020 – 01/18/2021 PER DEVICE COST	AMENDMENT 6 01/19/2021 – 01/18/2022 PER DEVICE COST	AMENDMENT 6 OPTION YEAR EXTENSION 01/19/2022 – 01/18/2023 PER DEVICE COST
\$64.10	\$64.10	\$64.10	\$64.10
AMENDMENT 8 01/19/2023 – 01/18/2024 PER DEVICE COST	AMENDMENT 8 OPTION EXTENSION 01/19/2024 – 07/18/2024 PER DEVICE COST	AMENDMENT 10 07/19/2024 – 07/18/2026 PER DEVICE COST	
\$69.55	\$69.55	\$73.10	

Upon the commencement of the Contract, Contractor shall provide ten (10) desktop computing hardware devices for use by the Department. It is anticipated that the County's need for desktop computing hardware devices may vary and fluctuate during the term of the Contract. The County reserves the right to increase or decrease the number of required desktop computing hardware devices based on the needs of the Department during the term of the Contract.

IIb. Handheld Electronic Ticket-Writer Computing Devices

The fixed monthly per device cost for usage and maintenance of a handheld electronic ticket-writer computing device is as follows:

YEAR 1 07/19/2015 – 07/18/2016 PER DEVICE COST	YEAR 2 07/19/2016 – 07/18/2017 PER DEVICE COST	YEAR 3 07/19/2017 – 07/18/2018 PER DEVICE COST	OPTION YEAR 1 07/19/2018 – 07/18/2019 PER DEVICE COST
\$72.19	\$72.19	\$72.19	\$72.19
OPTION YEAR 2 07/19/2019 – 07/18/2020 PER DEVICE COST	6-MONTH OPTION 07/19/2020 – 01/18/2021 PER DEVICE COST	AMENDMENT 6 01/19/2021 – 01/18/2022 PER DEVICE COST	AMENDMENT 6 OPTION YEAR EXTENSION 01/19/2022 – 01/18/2023 PER DEVICE COST
\$72.19	\$72.19	\$72.19	\$72.19
AMENDMENT 8 01/19/2023 – 01/18/2024 PER DEVICE COST	AMENDMENT 8 OPTION EXTENSION 01/19/2024 – 07/18/2024 PER DEVICE COST	AMENDMENT 10 07/19/2024 – 07/18/2026	
\$78.33	\$78.33	\$82.32	

Upon the commencement of the Contract, Contractor shall provide seventy (70) handheld electronic ticket-writer computing devices for use by the Department. It is anticipated that the County's need for handheld electronic ticket-writer computing devices may vary and fluctuate during the term of the Contract. The County reserves the right to increase or decrease the number of required handheld electronic ticket-writer computing devices based on the needs of the Department during the term of the Contract.

IIc. Automated License Plate Recognition (ALPR) Systems

The fixed monthly per device cost for usage and maintenance of an ALPR system is as follows:

YEAR 1 07/19/2015 – 07/18/2016 PER DEVICE COST	YEAR 2 07/19/2016 – 07/18/2017 PER DEVICE COST	YEAR 3 07/19/2017 – 07/18/2018 PER DEVICE COST	OPTION YEAR 1 07/19/2018 – 07/18/2019 PER DEVICE COST
\$827.90	\$827.90	\$827.90	\$827.90
OPTION YEAR 2 07/19/2019 – 07/18/2020 PER DEVICE COST	6-MONTH OPTION 07/19/2020 – 01/18/2021 PER DEVICE COST	AMENDMENT 6 01/19/2021 – 01/18/2022 PER DEVICE COST	AMENDMENT 6 OPTION YEAR EXTENSION 01/19/2022 – 01/18/2023 PER DEVICE COST
\$827.90	\$827.90	\$827.90	\$827.90
AMENDMENT 8 01/19/2023 – 01/18/2024 PER DEVICE COST	AMENDMENT 8 OPTION EXTENSION 01/19/2024 – 07/18/2024 PER DEVICE COST	AMENDMENT 10 07/19/2024 – 07/18/2026 PER DEVICE COST	
*	*	*	

Contractor shall provide five (5) ALPR systems for use by the Department, at the Department's request. The County's need for ALPR systems may vary and fluctuate during the term of the Contract. The County reserves the right to increase or decrease the number of required handheld ALPR systems based on the needs of the Department during the term of the Contract.

*The Department has not implemented the use of the ALPR system. Should the Department request to implement the ALPR system, an amendment will be executed in accordance with Subparagraph 8.1 (Change Orders and Amendments) of the Contract.

II.d Wireless Communication

As upgraded handheld electronic ticket-writer computing devices with real-time capabilities go live, the fixed monthly wireless communication per device cost is as follows:

AMENDMENT 8 01/19/2023 – 01/18/2024 MONTHLY WIRELESS COMMUNICATION PER DEVICE COST	AMENDMENT 8 OPTION EXTENSION 01/19/2024 – 07/18/2024 MONTHLY WIRELESS COMMUNICATION PER DEVICE COST	AMENDMENT 10 07/19/2024 – 07/18/2026 MONTHLY WIRELESS COMMUNICATION PER DEVICE COST
\$17.25	\$17.25	\$18.13

III. IMPLEMENTATION COSTS

PRICE COMPONENT	ONE-TIME COST
IVR Telephone Subsystem	\$0.00
Pay-by-Web Interface	\$0.00
ALPR law-enforcement configuration	\$0.00 *
One Time Implementation cost for CitySight® (software upgrade implementation cost of up to \$25,000 for hosting, programming, integrating, and training, which is payable once all handheld electronic ticket-writer computing devices are deployed and fully functional)	up to \$25,000
TOTAL AMOUNT	up to \$25,00.00

*Based upon the assumption that the ALPR server will be housed inside the Sheriff's Data Network.

IV. SPECIAL COLLECTIONS FEE

The Special Collections Fee for delinquent citations will be thirty percent (30%). The Special Collections Fee shall be passed to the citation holder or violator.

V. NOTES

- Life Cycle: Current citation "lifecycle" must remain stable during the term of the Contract. A change to the lifecycle will trigger renegotiation of the Contract fees.
- Franchise Tax Board (FTB): The County will reimburse contractor for FTB filing fees, including social security number acquisition fees.

- Warranty: If there is any remaining warranty at Contract end, Contractor will assign the remaining warranty over to the County.
- Wireless Data Plans: Contractor to provide wireless data plans for the ALPR systems.
- Taxes: Pricing includes all applicable State & Local taxes and cost of transportation.
- Consumable products: The County will be responsible for all consumable citation products to include thermal ticket stock and citation envelopes.