County of Los Angeles
CHIEF EXECUTIVE OFFICE
OPERATIONS CLUSTER

WILLIAM T FUJIOKA
Chief Executive Officer

DATE: November 13, 2014
TIME: 1:00 p.m.
LOCATION: Kenneth Hahn Hall of Administration, Room 830

AGENDA

Members of the Public may address the Operations Cluster on any agenda item by submitting a written request prior to the meeting. Three (3) minutes are allowed for each item.

1. Call to order – Santos H. Kreimann

A) **Board Letter – APPROVAL OF CONTRACT WITH NORTHROP GRUMMAN SYSTEMS CORPORATION FOR THE MAINTENANCE OF THE COMPUTER AIDED DISPATCHING SYSTEM**
FIRE/CIO – Daryl L. Osby and Richard Sanchez or designee(s)

B) **Board Letter – ADOPT CONCEPT FOR THE DEVELOPMENT OF THE VERMONT CORRIDOR**
CEO – Santos H. Kreimann or designee

C) **Living Wage Ordinance Update**
CEO – Santos H. Kreimann or designee

D) **Risk Management Presentation**
A-C – John Naimo or designee

2. Public Comment

3. Adjournment

COUNTY OF LOS ANGELES
FIRE DEPARTMENT
1320 NORTH EASTERN AVENUE
LOS ANGELES, CALIFORNIA 90063-3294

DARYL L. OSBY
FIRE CHIEF
FORESTER & FIRE WARDEN

December 9, 2014

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

Dear Supervisors:

APPROVAL OF CONTRACT WITH NORTHROP GRUMMAN SYSTEMS CORPORATION FOR THE MAINTENANCE OF THE COMPUTER AIDED DISPATCHING SYSTEM (ALL DISTRICTS) (3 VOTES)

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

SUBJECT

Authorize the Fire Chief of the Consolidated Fire Protection District of Los Angeles County (District) to enter into a multi-year, sole source contract with Northrop Grumman Systems Corporation (NGSC) to provide system maintenance and technical services for the computer aided dispatching (CAD) system. The specialized technical services are required to ensure continuous, uninterrupted CAD system operations, which will directly impact the health and safety of County residents as well as firefighters and paramedics.

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

1. Approve and instruct the Chairman to sign the attached sole source CAD Master Maintenance Services contract (Attachment A) for a maximum term of five (5) years

for ongoing maintenance and enhancements of the District's 24/7 emergency response dispatching system. Award the contract to NGSC for a five (5)-year period from January 1, 2015 through December 31, 2019.

2. Authorize the total maximum contract expenditure for each year as follows: 2015 at \$497,022; 2016 at \$510,805; 2017 at \$521,347; 2018 at \$532,414; and 2019 at \$544,035 for a total of \$2,605,623; and authorize the Fire Chief or his designee to execute an annual price adjustment consisting of these maximum expenditures for each year.

3. Authorize the Fire Chief or his designee to suspend and/or terminate the contract, if deemed necessary, in accordance with the District's contract for the CAD Master Maintenance Services.

4. Find that this contract is exempt from the provisions of the California Environmental Quality Act (CEQA).

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS

The purpose of this request is to authorize the continuation of existing professional services to ensure an optimal system and operational environment for the District's 24/7 emergency response dispatching system. The highly specialized services contained in the attached contract are required as the District's CAD system is a proprietary to NGSC and they warrant their products to perform at a specified level. Any modification to their software by persons/entities other than their staff or designated subcontractors invalidates the warranty and performance assurances stipulated in the contract. The existing contract (No. 77200) for these services will expire on December 31, 2014.

As in previous contracts, this contract includes annual funding to pay for professional services to maintain the system. The annual funding increases are necessary to cover hardware and software upgrades, which are anticipated to be more costly due to the age of the current CAD system. A new maintenance contract is needed to ensure the current CAD system is operational until the replacement system is implemented.

The District acknowledges the need for a new CAD system and replacement to occur within the term of this extension. To accomplish this goal, the District and the Sheriff's Department have formed a work group to evaluate the potential opportunity of a shared CAD system. The Sheriff's Department's Request for Proposal (RFP) to hire a consultant to develop the CAD RFP is in progress. When the consultant is hired, the work group and the consultant will evaluate the system requirements and shared functionality. If a shared CAD system is the optimal solution, then the consultant will include the District's requirements. If the findings show the unique requirements of both agencies do not support a shared CAD system, then the District will initiate a separate RFP for the consultant to draft an RFP for the District's new CAD system.

Implementation of Strategic Plan Goals

Approval of the recommended action is consistent with the County's Strategic Plan Goal #1 Operational Effectiveness/Fiscal Sustainability. The service is to provide system maintenance and specialized technical services for the District's 24/7 emergency response dispatching system.

FISCAL IMPACT/FINANCING

Sufficient funding is available in the District's 2014-15 Budget. There is no impact to net County cost.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Health and Safety Code 13861 authorizes the District to approve this contract for specialized services.

The contract has been reviewed and approved as to form by County Counsel and properly executed by NGSC. The Chief Information Officer has reviewed this request and concurs with the recommended actions.

In 1987, as a result of a competitive bid process, the Board of Supervisors approved a $25.6 million, four (4)-year project for the design and implementation of a fire command and control system. The contract was awarded to PRC Public Management Services, Inc., formerly known as Northrop Grumman Information Technology, Inc. (NGIT), and is now known as NGSC. The CAD system, implemented in 1991, was a major component of that contract.

Since the initial implementation in 1991, NGIT has successfully maintained and supported the District's CAD system. The first maintenance agreement (No. 65794) was a five (5)-year agreement for $2.8 million approved by your Honorable Board on January 28, 1992. The second agreement (No. 70908) was a five (5)-year agreement with an optional six (6)-year extension for $2.2 million approved on July 29, 1997. The third agreement (No. 74469) for $2.178 million approved on May 27, 2003, was also a five (5)-year agreement with the optional six (6) years extending the agreement through June 30, 2009.

On June 16, 2009, your Board approved an extension of Contract No. 74469 for an additional six (6)-month period to enable the completion of a newly negotiated contract between the District and NGIT. On December 8, 2009, your Board approved the fourth agreement (No. 77200) for $2.3 million. The new contract must be approved in order to ensure a continuation of services.

ENVIRONMENTAL DOCUMENTATION

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

CONTRACTING PROCESS

The District notified your Board of our intent to proceed with negotiating the sole source contract on April 4, 2014. This contract is a continuation of the CAD system maintenance and technical services to the District since 1987. Because of this long-term relationship with the District and NGSC's intimate knowledge of the District's CAD system, soliciting proposals and qualification statements would not be cost-beneficial to the District. In addition, we have provided the Sole Source Checklist (Attachment B) approved by the Chief Executive Office (CEO) detailing our justification for use of a sole source contract in accordance with Board Policy 5.100, Sole Source Contracts.

The County's standard contract terms and conditions were aggressively negotiated by the District with assistance from the CEO Risk Management and County Counsel. In the following instance, NGSC did not completely accept the County's terms and, therefore, the alternative language was negotiated as indicated.

1. **Contract Sum Section 5.3:** NGSC insisted that the existing contract language in this provision be amended to include the following*: However, the Contractor may assign or transfer any of its rights or obligations hereunder, in whole or in part, without the prior written consent of the District to another of its U.S. corporate affiliates so long as sufficient assets, personnel and other resources necessary to perform the obligations hereunder remain available.*

2. **Approval of Contractor's Staff Section 7.2:** NGSC insisted that the existing contract language in this provision be amended to include the following*: Contractor shall give consideration to the District's opinion concerning placement all of the Contractor's staff performing work hereunder and any proposed changes in the Contractor's staff, including, but not limited to, the Contractor's Project Manager*.

3. **Background and Security Investigations Section 7.4.1:** NGSC insisted that the existing contract language in this provision be amended to include the following*: Section 7.4.1 Each of Contractor's staff performing services under this Contract, who is in a designated sensitive position, as determined by District in District's sole discretion, shall undergo and pass a background investigation to the satisfaction of the District as a condition of beginning and continuing to perform services under this Contract. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review, which may include, but shall not be limited to, criminal conviction information. Section 7.4.2 If a member of Contractor's staff does not pass the*

background investigation, the District may request that the member of Contractor's staff be immediately removed from performing services under the Contract at any time during the term of the Contract. To the fullest extent of the law, the District will provide to Contractor or to Contractor's staff any information obtained through the District's background investigation.

4. **Confidentiality Section 7.5.2:** NGSC insisted that the existing contract language in this provision be amended to include the following*: Contractor shall indemnify, defend, and hold harmless District, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Paragraph 7.5 Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 7.5 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by District. Notwithstanding the preceding sentence, District shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide District with a full and adequate defense~~,~~ District shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by District in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of District without District's prior written approval. Such approval shall not be unreasonably withheld.*

5. **Amendments Section 8.1.2:** NGSC insisted that the existing contract language in this provision be amended to include the following: *The District's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The District reserves the right to add and/or change such provisions as required by the District's Board of Supervisors or Chief Executive Officer, upon the mutual agreement of the Contractor and the District. To implement such changes, an Amendment to the Contract shall be prepared and executed by the Contractor and by the District's Fire Chief, or his/her designee and the Contracts Manager of Contractor.*

6. **Amendments Section 8.1.3:** *This language was deleted in its entirety since there are no extension options included in this Contract.*

7. **Assignment and Delegation Section 8.2.1:** NGSC insisted that the existing contract language in this provision be amended as follows: *Nothing herein shall restrict the right of the contractor to assign its rights and duties under this contract in connection with any corporate sale, merger, acquisition or consolidation or in connection with the sale of related and/or similar business assets.*

8. **Assignment Section 8.2.2:** NGSC insisted that the existing contract language in this provision be amended to include the following: *Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein.*

9. **Assignment and Delegation:** NGSC insisted this provision be deleted from the contract in its entirety as they do not believe it is practical to notify or receive permission from the District regarding the assignment and/or delegation.

10. **Budget Reductions Section 8.4:** NGSC insisted that the existing contract language in this provision be amended to include the following: *In the event that the District's Board of Supervisors adopts, in any fiscal year, a District Budget which provides for reductions in the salaries and benefits paid to the majority of District employees and imposes similar reductions with respect to District Contracts, the District reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the services to be provided by the Contractor under this Contract shall also be reduced correspondingly. The District's notice to the Contractor regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. Contractor shall not be obligated to accept less than the contract price set forth herein for the period of performance as stated. Any reduction in funding for this work shall act as a termination for convenience, proportionately reducing the period of performance in which Contractor is obligated to perform.*

11. **Compliance with Applicable Law Section 8.6.2:** NGSC insisted that the existing contract language in this provision be amended to include the following: *Contractor shall indemnify, defend, and hold harmless District, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 8.6 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by District. Such approval shall not be unreasonably withheld. Notwithstanding the preceding sentence, District shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide District with a full and adequate defense, District shall be entitled to retain its own counsel, including, without limitation, District Counsel, and reimbursement from Contractor for all such costs and expenses incurred by District in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of District without District's prior written approval, which shall not be unreasonably withheld.*

12. **Indemnification Section 8.23:** NGSC insisted that the existing contract language in this provision be amended as follows: *The Contractor shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents and volunteers ("County Indemnitees") from and against any and all liability, including but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from the Contractor's negligent performance fault, acts errors or omissions under this Contract. Contractor shall not be obligated to indemnify the County for such loss or damage arising from the negligence or willful misconduct of the County Indemnitees*.

13. **Insurance Section 8.24.1:** NGSC insisted that the existing contract language in this provision be amended as follows: *Renewal Certificates shall be provided to District not less than 10 days prior to Contractor's policy expiration dates.*

14. **Cancellation of or Change in Insurance Section 8.24.3:** NGSC insisted that the existing contract language in this provision be amended as follows: *Contractor shall endeavor to provide District with written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. Contractor shall endeavor to provide written notice to the District at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the District, upon which the District may suspend or terminate this Contract.*

15. **Damages:** NGSC insisted this provision be deleted from the contract in its entirety.

16. **Notices Section 8.33:** NGSC insisted that the existing contract language in this provision be amended as follows: *All notices or demands required or permitted to be given or made under this Contract shall be in writing and shall be hand-delivered, delivered by courier service, with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in Exhibits D - District's Administration and E - Contractor's Administration. Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party. The District shall have the authority to issue all notices or demands required or permitted by the District under this Contract*.

17. **Record Retention and Inspection/Audit Settlement Section 8.37:** NGSC insisted that the existing contract language in this provision be amended as follows: *The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. The Contractor agrees that the District, or its authorized representatives, shall have access to and the right to*

examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, shall be kept and maintained by the Contractor and shall be made available to the District during the term of this Contract and for a period of five (5) years thereafter unless the District's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the District's option, the Contractor shall pay the District for travel, per diem, and other costs incurred by the District to examine, audit, excerpt, copy, or transcribe such material at such other location.

18. **Subcontracting Section 8.39.2:** NGSC insisted that the existing contract language in this provision be amended as follows: *If the Contractor desires to subcontract, the Contractor shall provide the following information promptly at the District's request:*

    - *A description of the work to be performed by the Subcontractor; and*
    - *other pertinent information and/or certifications requested by the District.*

19. **Subcontracting Section 8.39.5:** NGSC insisted that the existing contract language in this provision be amended as follows: NGSC insisted this provision be deleted from the contract in its entirety as they do not believe it is practical to notify or receive permission from the District regarding personnel including Subcontractor.

20. **Subcontracting Section 8.39.6**: NGSC insisted that the existing contract language in this provision be amended as follows: *The District's Contract Director is authorized to act for and on behalf of the District with respect to approval of any subcontract.*

21. **Termination for Convenience Section 8.41.2:** NGSC insisted that the existing contract language in this provision be amended as follows: *After receipt of a notice of termination and except as otherwise directed by the District, the Contractor shall stop work under this Contract on the date and to the extent specified in such notice.*

22. **Termination for Default Section 8.42.1**: NGSC insisted that the existing contract language in this provision be amended as follows: *Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within ten (10) working days (or such longer period as the District may authorize in writing) after receipt of written notice from the District specifying such failure.*

Although the above contract provisions depart from the County's standard provisions, they represent the best position that could be obtained by the District. This contract is submitted to your Board for approval with the District's belief that they are commercially reasonable and represent a nominal risk position for the District given the District's need for these services.

The nature of this contract is to provide maintenance and services that are necessary and essential to the District's CAD system.

It is recommended that your Board approve this contract with the identified exceptions that were negotiated, based upon the identified business and operational needs for this contract. Costs for the term of this contract were included in the NGSC's proposal through their price sheet (Attachment C).

IMPACT ON CURRENT SERVICES (OR PROJECTS)

This contract will have a direct and immediate impact on the District's CAD system, which ties directly to the County's CAD emergency call system. Any changes in contractors could adversely affect the District's ability to respond to emergency calls and have a negative impact on the health and safety of County residents and firefighters.

CONCLUSION

Upon execution by your Board, the District requests that the Executive Officer of the Board notify the District's Contract Administrator, Lucy Guadiana, at (323) 838-2275 when the documents become available.

Respectfully submitted,	Reviewed by:
DARYL L. OSBY, FIRE CHIEF	RICHARD SANCHEZ CHIEF INFORMATION OFFICER

DLO:lg

Attachments

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

County of Los Angeles
CHIEF EXECUTIVE OFFICE
Kenneth Hahn Hall of Administration
500 West Temple Street, Room 713, Los Angeles, California 90012
(213) 974-1101
http://ceo.lacounty.gov

WILLIAM T FUJIOKA
Chief Executive Officer

November 18, 2014

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

Dear Supervisors:

ADOPT CONCEPT FOR THE DEVELOPMENT OF THE VERMONT CORRIDOR
(SECOND DISTRICT)
(3 VOTES)

SUBJECT

Development of a comprehensive development concept is intended to provide the Board with information to develop, design, and construct a new building at the Vermont Avenue site to house departmental staff from the Department of Mental Health and to detail various options that address the programmatic, physical, and logistical challenges currently facing the Vermont Corridor.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the proposed Project recommendations are exempt from the California Environmental Quality Act, for the reasons stated in this letter and the record of the Project.

2. Authorize the Chief Executive Officer to complete development of the Vermont Corridor Development Concept in a manner that integrates the Community Development Commission's "Alhambra Model" with County financing in order to alleviate blight as described herein.

3. Authorize the Chief Executive Officer to finalize a Request for Proposal for replacement of the Department of Mental Health headquarters and future development of County-owned properties located at 550, 510, and 433 South Vermont Avenue and 3175 West Sixth Street in the City of Los Angeles upon completion of the new Mental Health headquarters building.

4. Direct the Chief Executive Office to return to the Board and obtain approval issue the final Request for Proposal by February 10, 2015.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The recommended actions will authorize the incorporation of a hybrid development model that is intended to alleviate blight in the Vermont Corridor through replacement of the Department of Mental Health headquarters and private development of County-owned parcels that are currently occupied by the departments of Mental Health, Parks and Recreation, and Community and Senior Services.

Background

On July 1, 2014, the Board directed the Chief Executive Office (CEO), with the assistance and input from the Community Development Commission (CDC), to report back with a proposed plan and timeline for the:

- development, design, and construction of a new building at the Vermont Corridor;
- acquisition and completion of tenant improvements at an existing building to house departmental staff currently located at the Vermont Corridor; and
- issuance of a Request for Proposals to privately develop and/or sell the remaining County property at the Vermont Corridor.

The CEO was also directed to validate space requirements of various administrative offices in the Vermont Corridor for the Departments of Mental Health (DMH), Parks and Recreation (DPR), and Community and Senior Services (DCSS). These County-owned facilities show a high level of physical deterioration, the infrastructure has outlived its useful life and the working conditions for staff operating from these facilities necessitates immediate resolution.

Further, the Board authorized the CEO and Director of Public Works to determine an appropriate size for a new building on the Vermont site and an existing building at an offsite location for future acquisition based on the preliminary departmental space programs. The CEO worked with the before-mentioned departments to confirm their space needs and develop a space plan for each department.

Proposed Vermont Corridor Concept

The proposed development of a new DMH HQ is one component of a comprehensive Vermont Corridor Concept that is intended to eliminate blight along the Vermont Corridor. Pursuant to the Board's direction, the CEO, CDC, County Counsel, and Treasurer Tax Collector, have studied the feasibility of integrating a private development model, such as the "Alhambra Model" utilized by CDC to construct its new headquarters, with County financing capabilities.

Alhambra Development and County Financing Models

The Alhambra Model is unique to the County process for structuring capital projects in that it utilizes only a single procurement for the entirety of the project. This provides two project benefits that are absent from the routine procurement process; fast track of project delivery and enhanced protections to County. These components significantly accelerate project delivery times while assuring project savings.

The fast-track approach entails on the concurrent implementation of feasibility and predevelopment activities and offers greater contracting flexibility. Current County contracting practices are governed by State Public Contract Code which mandates a competitive selection of design, contractor, and design-build firms. Under the Alhambra Model, the developer is not subject to the provisions of the Public Contract Code, and as such, is able to reduce the development timeframe by several months. The Alhambra Model also restricts the opportunities to add or change scope, which further reduces time and cost.

The Alhambra Model also increases the County's protection from cost overruns since it is not contractually obligated to the project during the development phase, although the County would still be responsible for unforeseen site conditions on a County-owned site.

The County's financing model, however, achieves lower overall financing costs than the Alhambra Model by financing construction with taxl-exempt commercial paper with short-term rates (1 to 180 days) rather than long-term bonds with 30 year rates. The commercial paper is ultimately redeemed by the issuance of long-term bonds that are issued upon the completion of construction. Such an approach achieves lower costs by eliminating construction risk on the bondholder and the need to capitalize interest payments during construction. Both factors contribute to lower bond yields.

Proposed Vermont Corridor Concept

The distinguishing feature of the proposed Vermont Corridor Concept from CDC's headquarters development is County ownership of the parcels to be developed. Integration of the Alhambra Model into the Vermont Corridor Concept will require leasing the County-owned parcel(s) to a development team comprised of a qualified non-profit organization, developer, financial institution, architect, and building contractor.

The parcels to be leased include the current sites of the administrative headquarters for the departments of Mental Health (DMH), Parks and Recreation (DPR), and Community and Senior Services (DCSS). The proposed development concept entails the:

- relocation of the DPR and DCSS headquarters to an offsite location;

- construction of a new building to house the DMH headquarters on available land at 526 South Vermont, which is immediately adjacent to north of the current headquarters building; and

- private development of the vacated parcels, including the current DMH headquarters site, which will be vacated upon completion of the new building.

The Chief Executive Office has identified a suitable property and completed negotiations for the acquisition of an offsite property that is compatible with the DPR and DCSS space requirements. Final approval to consummate the acquisition of a 205,628 square foot office building at 1977 Saturn Street in Monterey Park is before the Board today on a separate item.

Construction of a new headquarters building for DMH at 526 South Vermont Avenue would be accomplished through a Guaranteed Maximum Price contract, as the first phase of construction (Phase I) under a lease agreement with a development team. Development of the vacated parcels will be pursued as a second construction phase under the lease agreement (Phase II). The purposes of the Phase II development would be subject to the County's approval and would not proceed until Phase I construction has been completed. If the Phase II construction does not commence within five years after Phase I completion, the development rights to the vacated parcels shall revert to the County.

<u>Proposed Lease Structure</u>

The lease agreement shall be structured pursuant to Government Code Section 25549.1 et seq. Under this statute, the Board may lease to any private person, firm, or corporation any real property which belongs to the County, if the instrument by which such property is let requires the lessee therein to construct on the demised premises, or provide for construction thereon, of a building or buildings, for the joint use of the County and the private party during the term of the lease or agreement.

The ground lease term may not exceed 66 years. The site occupied by the Department of Mental Health upon completion of the Phase I improvements will be leased back to the County over a term matching that of the underlying bonds. Upon the final maturity of the underlying bonds, the leaseback shall terminate and title to the new headquarters building shall vest in the County. The privately developed parcels shall continue to be subject to the lease for the remaining lease term.

Before entering into the lease or agreement, the Board shall, in a regular open meeting, adopt a resolution declaring its intention to consider the proposals. The resolution shall describe the proposed site on which the building to be jointly occupied is to be constructed in such a manner as to identify the site, shall specify the intended use of that portion of the building which is to be occupied by the County and shall fix a time not less than 60 days thereafter for a public meeting of the Board to be held at its regular place of meeting, at which meeting the Board shall receive all places or proposals submitted.

Notice of adoption of the resolution and the time and place of holding the meeting shall be given by publishing the resolution at least once a week for three weeks in a newspaper of general circulation published in the County. At the time and place fixed in the resolution for the meeting of your Board, your Board shall meet and receive all plans and proposals submitted for the joint occupancy of the building to be constructed on the site under consideration.

Financing Strategy

The proposed financing structure is intended to access the favorable interest rates available to the County in the tax-exempt markets while minimizing cost premiums associated with potential unforeseen conditions at sites that are not owned or controlled by proposing development teams. Normally, developers own or acquire a site for a proposed development and retain the liability of any unforeseen site conditions. Since the County owns the parcels proposed for development, it would retain any liabilities associated with them. Given the uncertainty of existing, yet unforeseen conditions at the County-owned sites, it is anticipated that proposing development teams would require a premium or contingency factor to provide coverage against construction delays and/or increased costs associated with such risks.

The County's exposure to such premiums, as well as the potential for continuing liability for its site conditions, would be minimized if the County were to provide construction financing until the building's foundations were poured. This milestone would encompass the vast majority of costs that could be attributed to the site's conditions. As such, it would largely eliminate uncertainties and premiums associated with the site and what is anticipated to be the most difficult phase of construction.

Based on the congested urban setting and the site's immediate proximity to Metro's Red Line beneath Vermont Avenue, it is anticipated that the proposed milestone would represent approximately 30% of the project budget. Under the proposed financing strategy, the County would fund construction costs to this milestone through the issuance of tax-exempt commercial paper. The low short-term rates accessed by tax-exempt commercial paper will minimize financing costs for this phase of construction and lower the County's debt service payments under the leaseback agreement. Any costs incurred to the completion of the building's foundations would be confirmed as legitimate and eligible for funding by an Owner's Representative retained by the County prior to reimbursement by commercial paper proceeds.

Upon reaching this milestone, the development team would assume full responsibility for completing and financing the remaining 70% of construction. The development team would issue long-term bonds under federal Revenue Code 63-20 to redeem the County-issued commercial paper and to fund completion of the building.

The provision of County funding for 30% of construction will also reduce the amount of capitalized interest that is funded by the development team's long-term bonds, which will further reduce debt service costs that must be repaid by the County under the leaseback agreement. Terms and conditions of the proposed financing strategy would be incorporated into the lease/leaseback agreements and bond purchase documents.

Development Team RFP

The development team would be selected through a formal Request for Proposal (RFP) issued and overseen by the CEO, with the assistance of the Department of Public Works, County Counsel, CDC, and Treasurer and Tax Collector. The RFP will be evaluated on the following criteria:

- Qualifications of each member of the development team and the quality of their experience with public/private development projects;

- Documented experience of the development team to complete and finance public/private projects of a size and complexity of the proposed project and at interest rates that are commensurate with tax-exempt rates available to the public agency;

    - Including construction bonding capacity, insurance levels, and bond underwriting capacities and associated reserve requirements.

- Documented experience and success in attaining Local Worker Hiring objectives of a public agency;

- Documented experience and success in completing public/private developments within contracted budgets and schedules;

- Approach to developing space programs that are acceptable to a public agency;

- Type of development proposed for the parcels to be vacated by the County (e.g. residential, commercial/retail, office, mixed use) and how the proposed development would complement and benefit the surrounding community; and

- Proposed timetable, cost, and financing plan for design and construction of a new headquarters for DMH (including a breakdown of costs anticipated through the pouring of foundations and completion of the building) and development of the vacated parcels.

Additional criteria could be included in the RFP. Terms of an option to develop the vacated parcels would be subject to negotiation with the recommended development team. Based upon our initial review, the following agreements and documents will require negotiation and approval the Board to complete the proposed development transaction:

- o Environmental Impact Report;
- o Predevelopment agreement;
- o Development Agreement;
- o Architectural Agreement;
- o Lease/Leaseback Agreement or Facilities Lease Agreement;
- o Bond Purchase and Sale Agreement;
- o General Construction Contract; and
- o Management Agreement to operate the building.

Approval of the recommended actions will authorize the CEO to finalize the RFP. The CEO will return to the Board to obtain approval of the final RFP and its issuance by February 10, 2015. A preliminary timetable for submittal and evaluation of the RFP, development of the Environmental Impact Report which is required under the California Environmental Quality Act, and preparation of the required development documents is provided below.

Development Timetable

01/15/2015	Circulate draft RFP
02/10/2015	Board of Supervisor approval of RFP and its issuance
04/30/2015	Deadline to submit proposals
06/30/2015	Evaluation proposals completed
06/30/2015	EIR preparation commences
06/30/2015	Cost and fee negotiations commence
01/30/2016	Draft EIR released for comment
06/30/2016	Final EIR certified by Board of Supervisors
06/30/2016	Lease/Leaseback and future development option awarded

The CEO will report, via memorandum, to the Board on the results and/or findings of each of these activities as the milestones are reached.

Space Requirements Validation

DMH hopes to consolidate the core administrative functions in the proposed building, including 1,094 budgeted positions from their existing headquarters at 550 S. Vermont, 445 budgeted positions from their leased space at 695 S. Vermont, 217 budgeted positions from their leased space at 600 S. Commonwealth, 57 budgeted positions from their Community Resource Management (CRM) Unit at 1925 Daly Street, 169 budgeted positions from the Public Guardian located in the Hall of Records at 320 W. Temple Street and 40 positions to allow for growth. Based upon County space standards, it is estimated that the proposed building would require approximately 400,000 square feet to accommodate the 2,022 budgeted positions.

In its July 1, 2014 report, CDC estimated that the new DMH Headquarters (DMH HQ) would need to be 300,000 square feet. Space in the DMH HQ for the CRM and Public Guardian units, however, had yet to be considered by DMH at the time of that report. Subsequently, the addition of these two units increased the proposed space requirement to the current estimate of 400,000 square feet.

The CRM unit is currently housed at Daly Street and is primarily an administrative unit that manages contracts for urgent care centers, the AB109 population, and mental health State hospital beds. DMH has been working for approximately 18 months to relocate the CRM unit from Daly Street due to safety issues. Although repairs have been done to the facility, it has not been able to pass the Fire Marshall clearance for Medi-Cal certification. In the interim, CRM will be relocating into 550 S. Vermont and Human Resources will be relocating from 550 S. Vermont to the Little Tokyo Lofts. DMH's intent is to leave the Little Tokyo Lofts when the lease expires, or the proposed new DMH HQ is completed, whichever occurs first. Thus space is included in the proposed new building for Human Resources. As DMH has begun programming CRM into 550 Vermont they realized that their work requires significant interaction with the other administrative units assigned to their headquarters. DMH has determined that it makes operational sense to continue to house CRM in their administrative headquarters. If the CRM is not included in the DMH HQ, space elsewhere would need to be identified.

Public Guardian (PG) occupies space at the Hall of Records (HOR) that is not adequate for the program requirements. The staff is split between two floors, sharing space with the Treasurer and Tax Collector staff on one floor and occupying "stack" space that was designed with lower ceilings to provide for file storage. This is creating a morale issue, especially for those staff assigned to the stack space. Because the Probate portion of Public Guardian is funded with Net County Cost, and revenue opportunities for the LPS side are limited, DMH is unable to fund lease space to meet the operational requirements of the PG program. Additionally, the Mental Health Court will be relocating to the Hollywood Courthouse, thus including the PG staff in the administrative headquarters will place them in better proximity to the court.

The space requirements of the Parks and Recreation and Community and Senior Services departments were also validated. It was determined that with DPR would require approximately 62,000 square feet to vacate the properties at 510 S. Vermont, and 433 S. Vermont and provide also space for the department's contract administration staff and the Sheriff's Parks Bureau. The proposed space would accommodate 244 administrative staff.

Finally, DCSS would require approximately 68,000 square feet to accommodate 301 staff and vacate County-owned space at 510 S. Vermont and 3175 W. 6th Street and leased space at 3333 Wilshire Blvd.
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Implementation of Strategic Plan Goals

The Countywide Strategic Plan Goal of Operational Effectiveness/Fiscal Sustainability (Goal 1) directs that we maximize the effectiveness of processes, structure, operations, and strong fiscal management to support timely delivery of customer-oriented and efficient public services. This includes strengthening the County's capacity to sustain essential services through proactive and prudent fiscal policies and stewardship while investing in the future by studying, prioritizing, and pursuing the highest-need capital projects. In this case, the County is supporting this goal by planning to replace a County facility that has exceeded its useful life and can no longer be supported or maintained. The new replacement facility will enhance operational efficiency in or near the community it services.

FISCAL IMPACT/FINANCING

The cost of the new DMH HQ is preliminarily estimated at $256.0 million which is comprised of approximately $75.0 million for the earthwork and below grade activities through the pouring of foundations and approximately $181.0 million for the office shell and core, tenant improvements, and finished site. These costs will be refined upon completion of the facility's conceptual programming and preliminary design elements.

The price for the option to develop the vacated parcels will be determined based upon negotiations with development team that is determined will provide the greatest value to the County based on the evaluation of submitted proposals.

The CEO, with the assistance of CDC, Public Works, and Treasurer Tax Collector shall provide a full analysis of the fiscal impacts associated with the replacement of the Mental Health headquarters and development of the vacated parcels following evaluation of the proposals.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

If approved in future actions by the Board, the proposed DMH HQ will include $1.0 million to be allocated to the Civic Art Special Fund per the Board's Civic Art Policy adopted on December 7, 2004, and revised on December 15, 2009. The Civic Art fees would be transferred to the Civic Art Special Fund upon the Board's approval of the total Project budget after completion of the Project's scoping documents.

ENVIRONMENTAL DOCUMENTATION

The recommended actions are exempt pursuant to CEQA because they involve activities that constitute feasibility or planning studies for possible future actions that are not approved or adopted by the Board, and do not involve approval of a plan legally binding on future activities pursuant to Section 15262 of the State CEQA Guidelines. In addition, and in the alternative, these recommended actions are excluded from the definition of a project by Section 15378(b) of the State CEQA Guidelines.

The proposed actions would authorize a government funding mechanism that does not involve the commitment to a specific project which may result in a potentially significant physical impact on the environment. No activity which would constitute a project under CEQA would be commenced unless the Board takes prior further action to consider and act upon the appropriate environmental review pursuant to CEQA and approve a project.

The appropriate environmental documentation will be provided for the Board's consideration when we return to the Board to request Project approval.

IMPACT ON CURRENT SERVICES

The recommended actions will increase the efficiency of the Department of Mental Health.

CONCLUSION

Please return one adopted copy of this Board letter to the Chief Executive Office, Capital Projects Division and Real Estate Division.

Respectfully submitted,

WILLIAM T FUJIOKA
Chief Executive Officer

WTF:SHK
DJT:TJ:SVG

c: Executive Office, Board of Supervisors
County Counsel
Arts Commission
Auditor-Controller
Community Development Commission
Department of Public Works
Treasurer and Tax Collector

Purpose

The Risk Management Plan (RMP) is intended to provide County of Los Angeles (County) department management with an objective method to evaluate their risk management program, including liability claims, occupational safety, and workers' compensation claim performance. In addition, RMP provides County departments with a systematic risk management planning process. The program involves the development and implementation of an annual risk management and occupational safety/liability loss control planning and objective completion tracking tool.

General Information

Risk exposure to the Department of Auditor-Controller (A-C) includes work-related injuries, performance management, and lawsuits related to property taxes.

A-C has made significant improvements in controlling liability costs by conducting quarterly facilities inspections at all office locations, conducting routine ergonomic evaluations, providing risk/performance management training for supervisors, closely monitoring and evaluating causes of opened liability claims to develop preventative measures, and operating an effective Return-to-Work (RTW) Program.

For Fiscal Year 2014-15, A-C will implement training focusing on health and safety, medical leaves and performance management including the Equity Policy to all new employees and new supervisors.

The greatest risk exposure for the A-C involves lawsuits arising from property tax issues, which we have little or no ability to influence or prevent. The leading cause for such claims is attributable to divergent interpretations of the Revenue and Taxation and Health and Safety Codes (Code). These lawsuits are generally filed by cities and redevelopment agencies because they disagree with newly enacted legislation or the Code language is not clearly defined.

While the A-C does not engage in lobbying activity, we have a formal role in the legislative process and try to ensure that changes and revisions to the Code do not have a negative impact on the County in general, or departments responsible for administering the Code. The A-C's Property Tax Division participates in the State Auditor-Controller's Association, Legislative Committee which monitors proposed legislation and advocates to ensure counties are not negatively impacted by pending legislation, and that Code language is clear, unambiguous and can be easily interpreted. The Committee provides suggestions and input on proposed Code changes before they are enacted by State lawmakers.

	Name
Risk Management Coordinator:	Margarita Sarkisian
Safety Officer/Coordinator:	Margarita Sarkisian
Return-to-Work Coordinator:	Margarita Sarkisian

Risk Issues, Plans, and Mitigation Measures

RISK MANAGEMENT ISSUE #1
Issue: Workers' Compensation claims for Repetitive Motion Trauma and Performance Management issues
Risk Management Plan / Mitigation Measure: • Implement training focusing on health & safety, medical leaves, and performance management including the Equity Policy to: o All new employees and new supervisors
Responsible Party: RTW Coordinator and Head of Performance Management
Completion Date: 6/30/2015
RISK MANAGEMENT ISSUE #2
Issue: The Department's Hazard Communication Program needs to be updated to include changes made by Federal OSHA in 2013. One major change is the change from Materials Safety Data Sheets (MSDS) to Safety Data Sheets (SDS). The SDS is a reference guide that provides information on hazardous materials.
Risk Management Plan / Mitigation Measure: • Implement the updated Hazard Communication Program to include the new SDS information and to roll out the new Globally Harmonized System (GHS) training available on the Learning Net to all employees.
Responsible Party: RTW Coordinator
Completion Date: 06/30/2015

Performance Data and Statistical Goal Definitions

Liability Claim:	A document submitted by a third party in accordance with statutory requirements, and alleging personal injury, bodily injury, property damage, or other losses sustained due to the acts or omissions of the County, its employees, officers, or agents. This is the total number of open/closed claims that were filed during the period. A claim includes all lawsuits and claims, but does not include incident reporting, unless a claim is opened as a result of the incident report.
General Liability Claim:	Claim arising when negligent acts and/or omissions result in bodily injury and/or property damage on the premises of a business, when someone is injured as the result of using the product manufactured or distributed by a business, or when someone is injured in the general operation of a business.
Vehicle Liability Claim:	Claim arising from negligent operation of a motor vehicle involving third party damage to property and/or people.
Medical Malpractice Claim:	Claim arising from professional negligence by act or omission by a health care provider in which care provided deviates from accepted standards of practice in the medical community and causes injury *or death* to the patient.
Indemnity Cost (OC):	Amount of money paid to compensate claimant and/or plaintiffs for damages, including their attorney fees and cost that are paid by the County. Also referred to as the settlement amount. Cost listed as (OC) in RMIS.
Legal Fees and Costs (SS):	Amount of money paid for defense counsel (in-house and/or panel attorney) for a claim that is paid by the County. Cost listed as (SS) in RMIS.
Total Paid:	This is the actual amount of money paid on a claim during the reporting period. This is not the amount agreed to or discussed in settlement, but the actual amount of money disbursed on the claim, to include both indemnity (OC) and legal fees and costs (SS).
Workers' Compensation Claim:	Claim filed by Department employee for injury and/or illness that arose out of the course and scope of employment and provides compensation and medical care for employees who are injured in the course of employment, in exchange for mandatory relinquishment of the employee's right to sue his or her employer for the tort of negligence.
Salary Continuation / Labor Code 4850:	Supplemental salary replacement benefits paid in excess of indemnity benefits provided by the workers' compensation system according to County Code or State of California law.
Active Return-to-Work Case:	Employee is off work due to an industrial or non-industrial disability. Employee is working in any temporary modified/alternative position pending resolution of work status. Employee has a pending request for reasonable accommodation. Any situation where the department determines risk exposure requires ongoing action or monitoring. **Additional information about return-to-work can be found in the Return-to-Work Desk Reference Manual at http://ceo.lacounty.gov/RTW/rtw_default.htm.**
Return-to-Work Cases Closed:	Employee has returned to usual and customary position with or without work restriction (and department has no risk exposure concerns). Employee has returned to a permanent modified/alternative position and has demonstrated the ability to perform the essential functions of the position with or without a reasonable accommodation.
Work Hardening Transitional Assignment Agreement:	An agreement between the employer and employee that allows an employee to return to work in an assignment, performing functions other than those usually assigned, and is intended to allow an employee the opportunity to recover from their injury/illness while continuing to work. This agreement is temporary and can be revisited every 12 weeks up until the employee becomes Permanent and Stationary (P&S) or has achieved Maximum Medical Improvement (MMI).

Performance Data and Statistical Goal Definitions [Continued]

Conditional Assignment Agreement:	An agreement between the employer and employee that allows an employee to work in a temporary assignment while the department conducts a department-wide or Countywide search for a compatible position. This status is determined when an employee with an Industrial Injury/Illness becomes Permanent and Stationary (P&S) or has reached Maximum Medical Improvement (MMI); or an employee with a Non-Industrial Injury/Illness obtains a work restriction (either temporary or permanent). If a position cannot be identified within the employee's department, then a Countywide Job Search shall be conducted.
Vehicle Accident:	An accident involving a Department-owned/leased vehicle and/or a permittee-owned vehicle (including drivers classified as occasional drivers) that resulted in damage or any other type of loss to persons, property, etc.
Department-Owned / Leased Vehicles:	Vehicles driven by County employees owned or leased by the Department or County. These are not the drivers' personal vehicles.
Number of Miles Driven During Period:	Actual number of miles driven by Departmental drivers for County-related activity (course and scope of work).
Permittee Driver:	County employee who is participating in the County permittee driver program and is certified/approved to drive a non-Department-owned vehicle for work purposes.
Risk Management Information System (RMIS):	The County's risk management and claims administration management system with ad-hoc reporting capabilities, which supports County claims administration and financial, statistical, and loss prevention functions.
Cost of Risk:	Percentage of Total Paid / Department Operating Budget.

Statistical Information (*** data to be provided when available)

Claim Performance (data provided by CEO; see footnotes)				
Measure	**FY 2011-12**	**FY 2012-13**	**FY 2013-14**	**3-Year Average**
WORKERS' COMPENSATION				
1. Number of Workers' Compensation claims filed during the period	15	24	15	18.0
2. Number of employees as of June 30	541	531	538	536.7
3. Workers' Compensation Claim Report Rate (number of claims reported per 100 employees) for the period	2.77	4.52	2.79	3.35
Benchmark: Countywide Average Workers' Compensation Claim Report Rate (all departments)	11.19	11.40	11.31	11.30
Benchmark: Countywide Average Workers' Compensation Claim Report Rate (all departments, excluding Fire, Probation, Sheriff)	6.83	6.86	6.62	6.77
Benchmark: Countywide Average Workers' Compensation Claim Report Rate (only Fire, Probation, and Sheriff)	22.78	23.46	24.01	23.42
4. Workers' Compensation expense paid during the period (including final accounting of allocated and unallocated expenses)	$324,678	$427,557	$402,017	$384,751
5. Workers' Compensation Expense Rate (expenses paid per current employee) for the period	$600	$805	$747	$718
Benchmark: Countywide Average Workers' Compensation Expense Rate (all departments)	$3,505	$3,633	$3,535	$3,558
Benchmark: Countywide Average Workers' Compensation Expense Rate (all departments, excluding Fire, Probation, Sheriff)	$2,258	$2,273	$2,164	$2,232
Benchmark: Countywide Average Workers' Compensation Expense Rate (only Fire, Probation, and Sheriff)	$6,822	$7,241	$7,247	$7,103
6. Salary Continuation and Labor Code 4850 paid during the period (100%IA, 70%IA, MegaIA)	$8,195	$84,147	$38,349	$43,564
AUTOMOBILE LIABILITY				
7. Number of Automobile Liability claims filed during the period	0	0	1	0.3
8. Automobile Liability indemnity (OC) paid during the period	$0	$0	$0	$0
9. Automobile Liability legal fees and costs (SS) paid during the period	$0	$0	$150	$50
GENERAL LIABILITY				
10. Number of General Liability claims filed during the period	10	82	29	40.3
11. General Liability indemnity (OC) paid during the period	$0	$0	$3,811,196	$1,270,399
12. General Liability legal fees and costs (SS) paid during the period	$27,805	$198,003	$303,581	$176,463

MEDICAL MALPRACTICE				
13. Number of Medical Malpractice claims filed during the period	0	0	0	0.0
14. Medical Malpractice indemnity (OC) paid during the period	$0	$0	$0	$0
15. Medical Malpractice legal fees and costs (SS) paid during the period	$0	$0	$0	$0
TOTAL CLAIMS AND EXPENSE				
16. Total number of claims filed during the period	25	106	45	58.7
17. Total expenses paid during the period	$360,678	$709,707	$4,555,293	$1,875,226
18. Department operating budget	$81,842,000	$85,203,000	$85,439,000	$84,161,333
19. Cost of Risk (% total expenses paid / operating budget)	0.44%	0.83%	5.33%	2.20%
Benchmark: Countywide Cost of Risk	**2.21%**	**2.19%**	**2.15%**	**2.18%**

- All workers' compensation loss information is available on the CEO Risk Management Branch Risk Management Plan intranet site.
- The number of employees is the sum of currently filled full-time and part-time positions (see monthly payroll report).
- The number of liability claims is the total of all claims (including all suffixes) entered into the Risk Management Information System (RMIS) during the fiscal year (see monthly Cognos report).
- Total paid for liability is based on transaction dates within each fiscal year as listed in RMIS (see monthly Cognos report).

Vehicle and Fleet Safety Performance (data maintained at the department level)

Measure	FY 2011-12	FY 2012-13	FY 2013-14	3-Year Average
DEPARTMENT-OWNED VEHICLES				
20. Number of Department-owned vehicles as of June 30	3	4	4	3.7
21. Total number of vehicle accidents involving Department–owned (or leased) vehicles	0	1	0	0.3
22. Total cost paid for damage involving Department-owned (or leased) vehicles (not including third party claim/damage cost)	$0	$978	$0	$326
23. Number of miles driven by Department-owned (or leased) vehicles	0	17,215	15,171	10,795.3
24. Number of vehicle accidents involving Department-owned (or leased) vehicles per 100,000 miles	0.00	5.81	0.00	1.94
Benchmark: Countywide	1.78	1.45	***	1.62
OCCASIONAL DRIVERS				
25. Number of Department occasional drivers as of June 30	541	531	524	532.0
26. Total number of vehicle accidents involving occasional drivers	0	1	1	0.7
27. Total cost paid for damage involving vehicles driven by occasional drivers (not including third party claim/damage cost)	$0	$648	$5,110	$1,919
28. Number of occasional miles driven during period	72,550	60,538	88,962	74,016.6

29. Number of vehicle accidents involving occasional drivers per 100,000 miles	0.00	1.65	1.12	0.93
Benchmark: Countywide	2.02	1.70	***	1.86
Return-to-Work Performance (industrial and non-industrial) (data maintained at the department level)				
Measure	**FY 2011-12**	**FY 2012-13**	**FY 2013-14**	**3-Year Average**
30. Number of active return-to-work cases as of June 30	63	59	76	66.0
31. Number of employees off work due to medical leave for own injury/illness (excluding pregnancy) as of June 30	12	16	15	14.3
32. Number of employees on work hardening transitional assignment agreements as of June 30	3	8	5	5.3
33. Number of employees on conditional assignment agreements as of June 30	10	5	4	6.3
34. Number of return-to-work cases closed in the prior year	133	177	174	161.3
Short Term Disability (data provided from Sedgwick except for #41 which is from payroll)				
Measure	**FY 2011-12**	**FY 2012-13**	**FY 2013-14**	**3-Year Average**
35. Number of active claims as of June 30	5	4	5	4.7
36. Number of closed claims reaching maximum benefit duration during the fiscal year	1	4	3	2.7
37. Number of claims converted to LTD during the fiscal year	1	3	4	2.7
38. Number of new claims during the fiscal year	38	23	28	29.7
39. Number of lost workdays paid under STD during the fiscal year	1,386	1,406	937	1,243.0
40. Number of lost calendar days, including elimination period, for closed claims	2,334	2,229	1,613	2,058.7
41. Total payments for all STD claims paid during the calendar year	$285,427	$298,875	$363,453	$315,918
42. Number of paid lost workdays for closed claims	1,436	1,429	991	1,285.3
Long Term Disability (data provided from Sedgwick)				
Measure	**FY 2011-12**	**FY 2012-13**	**FY 2013-14**	**3-Year Average**
43. Number of active claims as of June 30	10	13	11	11.3
44. Number of claims opened during the fiscal year	3	10	3	5.3
45. Total payments for all claims paid during the fiscal year	$227,178	$249,722	$240,467	$239,122
46. Total payments to date on LTD claims closed during the fiscal year	$100,385	$19,649	$1,044,763	$388,266
47. Number of claims approved for “AnyOcc” (Any Occupation) until age 65	10	10	6	9