



JONATHAN E. FIELDING, M.D., M.P.H.  
Director and Health Officer

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**ADOPTED**

BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

September 21, 2010

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

20 SEPTEMBER 21, 2010

*Sachi A. Hamai*  
SACHI A. HAMAI  
EXECUTIVE OFFICER

Dear Supervisors:

**APPROVAL TO AMEND THE AGREEMENT WITH FIELD RESEARCH CORPORATION FOR A COMMUNITY SURVEY OF THE BALDWIN HILLS OIL FIELD, EFFECTIVE OCTOBER 1, 2010 THROUGH SEPTEMBER 30, 2011, WITH A PROVISION FOR AUTOMATIC RENEWALS ON A MONTH-TO-MONTH BASIS THROUGH JUNE 30, 2012 (SECOND DISTRICT) (3 VOTES)**

**SUBJECT**

Request approval to amend Agreement Number PH-001085 with Field Research Corporation to extend the term at no additional cost for a community survey of the Baldwin Hills oil field.

**IT IS RECOMMENDED THAT YOUR BOARD:**

Approve and instruct the Director of the Department of Public Health (DPH), or his designee, to execute an amendment, substantially similar to Exhibit I, to Agreement Number PH-001085 with Field Research Corporation (Field) that extends the term at no additional cost to conduct a community survey of residents living within the vicinity of the Baldwin Hills oil field in Los Angeles County, effective October 1, 2010 through September 30, 2011, with a provision for automatic renewals on a month-to-month basis through June 30, 2012, 100 percent offset by funds from the Second Supervisorial District (Second District).

**PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

Approval of this proposed Board action will allow DPH to amend the current agreement with Field to allow for additional time to conduct a community survey to collect data on residents living in the vicinity of the Baldwin Hills oil field in Los Angeles County.

On March 9, 2010, your Board approved a sole source agreement with Field to conduct the community survey effective upon execution by both parties, but no sooner than Board approval, through June 30, 2010 with a provision to extend the agreement through September 30, 2010, in the amount of \$155,000.

Shortly after your Board approved the current agreement, the Los Angeles County Superior Court upheld a temporary moratorium of oil drilling as a result of a petition filed in October 2009 by concerned residents and community advocates. This moratorium allowed time to determine how best to protect human health and the environment from the impacts of the oil field operations with regards to expansion and intensification of new oil wells in the Baldwin Hills oil field. Until the court ruled on the matter all drilling in the Baldwin Hills oil field was halted. In June 2010, drilling resumed in limited amounts.

At this time, Field was able to begin pre-survey work (such as finalizing the survey, study design, sampling, and translation) but, due to cessation and subsequent resumption of limited drilling, Field did not have an adequate amount of time to conduct the community survey. Approximately \$13,287 was expended for pre-survey work under the terms of the agreement.

### **Implementation of Strategic Plan Goals**

The recommended action supports Goal 4, Health and Mental Health, of the County's Strategic Plan.

### **FISCAL IMPACT/FINANCING**

The proposed amendment with Field in the approximate amount of \$141,713 is fully offset with funding from the Second District.

Funding for this proposed Board action is included in DPH's Fiscal Year (FY) 2010-11 Final Adopted Budget and will be included in FY 2011-12, if necessary.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

In October 2008, your Board approved the transfer of \$155,000 in Second District discretionary funds for the purpose of conducting a community survey. Due to the delays in the survey, the CEO will recommend to your Board in its supplemental budget request to carry these funds over into FY 2010-11.

On March 9, 2010, your Board approved a sole source agreement with Field to conduct this community survey.

### **CONTRACTING PROCESS**

On March 9, 2010, your Board approved a sole source agreement with Field to conduct a community survey of residents living in the vicinity of the Baldwin Hills oil field, effective upon execution by both parties, but no sooner than Board approval, through June 30, 2010, with an optional month-to-month no cost extension for an additional three months, through September 30, 2010. The survey was to

be composed of questions regarding quality-of-life issues such as, odors, noise, vibrations, and specific health conditions of residents living within the vicinity of the Baldwin Hills oil field. Under this sole source agreement, Field was to maintain full-service responsibility for finalizing the survey (in consultation with the DPH Toxics Epidemiology Program), study design, sampling, translation of the survey into Spanish, programming both the English and Spanish versions into a computer-assisted telephone interviewing system, data collection, data processing, sample weighting, and the delivery of a data file, detailed statistical tabulations, and written report at the conclusion of the survey.

In 2007, Field conducted the Los Angeles County Health Survey (LACHS) by collecting information about health status, health-related behaviors, and access to and utilization of health care and preventive health services. Field's experience in conducting the 2007 LACHS, and their ability to employ the same methods for the Baldwin Hills Community Survey, enable DPH to compare each surveys' respective data for significant relationships and trends.

### **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

DPH anticipates that the survey will commence approximately nine to twelve months after uninterrupted and sufficient drilling has occurred. This time frame is necessary in order for the survey data to adequately capture odor, noise, vibration, and health concerns by residents living within the vicinity of the Baldwin Hills oil field related to the uninterrupted drilling in the area. Extension of this agreement will provide Field with the time necessary to complete all services as outlined in the agreement at no additional County cost.

At the conclusion of the survey, DPH will be responsible for comparing data from the Baldwin Hills Community Survey with the 2007 LACHS data collected from other communities around the County. In order to analyze the Baldwin Hills community's health concerns in a meaningful way, the community survey must use the same survey methods and conditions as those used to conduct the 2007 LACHS, which will enable DPH to compare each surveys' respective health data and will provide a baseline for assessment of future health impacts.

The results from the Baldwin Hills Community Survey will be compiled into a written report and submitted to your Board no later than two months after the conclusion of the survey.

The Honorable Board of Supervisors

9/21/2010

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Respectfully submitted,

A handwritten signature in black ink, appearing to read "Jonathan E. Fielding". The signature is written in a cursive style with a large initial "J".

JONATHAN E. FIELDING, M.D., M.P.H.

Director and Health Officer

JEF:srp

Enclosures

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

COMMUNITY SURVEY SERVICES AGREEMENT  
(BALDWIN HILLS OIL FIELD)

Amendment No. 1

THIS AMENDMENT is made and entered into this \_\_\_\_\_  
day of \_\_\_\_\_, 2010,

by and between

COUNTY OF LOS ANGELES  
(hereafter "County"),

and

FIELD RESEARCH CORPORATION  
(hereafter "Contractor").

WHEREAS, reference is made to that certain document  
entitled "COMMUNITY SURVEY SERVICES AGREEMENT (BALDWIN HILLS OIL  
FIELD)", dated March 9, 2010, and further identified as  
Agreement No. PH-001085, and any Amendments thereto (all  
hereafter "Agreement"); and

WHEREAS, it is the intent of the parties hereto to amend  
Agreement to extend the term and to make other designated  
changes described hereinafter; and

WHEREAS, said Agreement provides that changes may be made  
in the form of a written amendment which is formally approved  
and executed by the parties; and

NOW, THEREFORE, the parties hereto agree as follows:

1. This Amendment shall be effective October 1, 2010.

2. Paragraph 1, TERM, shall be revised to read as follows:

"1. TERM:

A. The term of this Agreement shall be effective as of March 9, 2010, through September 30, 2011, with provision for automatic renewals on a month-to-month basis through June 30, 2012.

B. For purposes of the month-to-month extension period, either party may give notice of its intent not to renew ten (10) days prior to the start of each month's extension.

C. In any event, this Agreement may be cancelled or terminated by either party, with or without cause, upon the giving of at least thirty (30) calendar days prior written notice to the other."

3. Paragraph 4, MAXIMUM OBLIGATION OF COUNTY shall be revised to read as follows:

"4. MAXIMUM OBLIGATION OF COUNTY: During the period March 9, 2010 through September 30, 2011, including any automatic month-to-month renewals through June 30, 2012, the maximum obligation of County for all services provided under this Agreement is One Hundred Fifty-Five Thousand Dollars (\$155,000). Contractor shall use such funds only to pay for services as set forth in Schedule 1, attached

hereto and incorporated herein by reference, and only to the extent that such funds are reimbursable to County, consistent with federal, State, and/or County budget reductions."

4. Subparagraph E, of Paragraph 5, BILLING AND PAYMENT shall be revised to read as follows:

"E. Contractor Expenditures Reduction Flexibility:

In order for County to maintain flexibility with regard to its budget and expenditures, Contractor agrees that Director may cancel this Agreement, without cause, upon the giving of ten (10) calendar days written notice to Contractor; or notwithstanding, the ALTERATION OF TERMS Paragraph of this Agreement, Director may, consistent with federal, State, and/or County budget reductions, renegotiate the scope, maximum obligation and budget of this Agreement via an administrative amendment executed by Director and Contractor."

5. Except for the changes set forth hereinabove, Agreement shall not be changed in any respect by this Amendment.

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IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be subscribed by its Director of Public Health, and Contractor has caused this Amendment to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
Jonathan E. Fielding, M.D. M.P.H.  
Director and Health Officer

\_\_\_\_\_ FIELD RESEARCH CORPORATION  
Contractor

By \_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

Title \_\_\_\_\_  
(AFFIX CORPORATE SEAL)

APPROVED AS TO FORM  
BY THE OFFICE OF THE COUNTY COUNSEL  
ANDREA SHERIDAN ORDIN  
County Counsel

APPROVED AS TO CONTRACT  
ADMINISTRATION:

Department of Public Health

By \_\_\_\_\_  
Patricia Gibson, Acting Chief  
Contracts and Grants Division