



**PUBLIC SAFETY CLUSTER  
AGENDA REVIEW MEETING**

**DATE: Wednesday, January 18, 2023**

**TIME: 9:30 a.m.**

**THIS MEETING WILL CONTINUE TO BE CONDUCTED VIRTUALLY TO ENSURE THE SAFETY OF  
MEMBERS OF THE PUBLIC AND EMPLOYEES AS PERMITTED UNDER STATE LAW.**

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

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

**AGENDA**

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

**1. CALL TO ORDER**

**2. GENERAL PUBLIC COMMENT**

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

**A. None**

**4. PRESENTATION/DISCUSSION ITEM(S):**

**A. Board Letter:**

APPROVAL OF DATA SHARING AGREEMENT BETWEEN THE COUNTY OF  
LOS ANGELES AND THE REGENTS OF THE UNIVERSITY OF CALIFORNIA,  
IRVINE

Speaker(s): Dara Williams (OIG)

**B. Board Briefing:**

CIVILIAN OVERSIGHT COMMISSION (COC) MONTHLY BRIEFING

Speaker(s): Brian Williams (COC)

**C. Board Briefing:**

OFFICE OF INSPECTOR GENERAL (OIG) MONTHLY BRIEFING

Speaker(s): Max Huntsman (OIG)

- D.** Board Letter:  
FISCAL YEAR-END REPORT, AND UPDATED DEVELOPER FEE FOR THE  
BENEFIT OF THE CONSOLIDATED FIRE PROTECTION DISTRICT OF  
LOS ANGELES COUNTY  
Speaker(s): Marcia Velasquez (Fire)
- E.** Board Letter:  
REQUEST TO AUTHORIZE THE SOLE SOURCE ACQUISITION OF A NEW  
PYXIS MESTATION SYSTEM AND APPROVE APPROPRIATION ADJUSTMENT  
Speaker(s): Carlos Santiago (Fire)
- F.** Board Letter:  
ORDINANCE AMENDING TITLE 12 OF THE LOS ANGELES COUNTY CODE  
EXEMPTION FOR HAZARDOUS MATERIALS HANDLERS AND THE DEFINITION  
OF HAZARDOUS WASTE LARGE QUANTITY GENERATORS FOR FISCAL YEAR  
2022-2023  
Speaker(s): Nick Duvally and Mario Tresieras (Fire)

## **5. PUBLIC COMMENTS**

### **CLOSED SESSION**

#### **CS-1 CONFERENCE WITH LEGAL COUNSEL-EXISTING LITIGATION** (Subdivision (a) of Government Code Section 54956.9)

**Ewnetu Zelalem Eshetu of v. County of Los Angeles, et al.**  
**Los Angeles Superior Court Case No. BC702015**

Department: Sheriff

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

**Los Angeles Times Communications, LLC v. County of Los Angeles, et al.**  
**Los Angeles Superior Court Case No. BS162607**

Department: Sheriff

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

**Eric Tarrango-Barrenada v. County of Los Angeles, et al.**  
**Orange County Superior Court Case No.: 30-2020-01163429**

Department: Sheriff

**CS-4 CONFERENCE WITH LEGAL COUNSEL-EXISTING LITIGATION**

(Subdivision (a) of Government Code Section 54956.9)

**Idelfonso Perez v. County of Los Angeles, et al.**  
**Los Angeles Superior Court Case BC706040**

Department: Sheriff

**6. ADJOURNMENT**

**7. UPCOMING ITEMS:**

**A. Board Letter:**

PROBATION DEPARTMENT CAMP ROUTH DEMOLITION PROJECT  
CATEGORICAL EXEMPTION ESTABLISH AND APPROVE CAPITAL  
PROJECT NO. 87828 APPROVE PROJECT BUDGET AUTHORIZE USE OF  
JOB ORDER CONTRACT

Speaker(s): Marcia Velasquez (Fire)

**B. BOARD BRIEFING:**

DISTRICT ATTORNEY LAW ENFORCEMENT LIAISONS FOR THE LOS  
ANGELES COUNTY

Speaker(s): Tony Miranda (DA)

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**

**EXECUTIVE OFFICE**



BOARD OF SUPERVISORS

**CELIA ZAVALA**  
**EXECUTIVE OFFICER**

**COUNTY OF LOS ANGELES**  
**EXECUTIVE OFFICE**  
**BOARD OF SUPERVISORS**

KENNETH HAHN HALL OF ADMINISTRATION  
500 WEST TEMPLE STREET, ROOM 383  
LOS ANGELES, CALIFORNIA 90012  
(213) 974-1411 • [www.bos.lacounty.gov](http://www.bos.lacounty.gov)

**MEMBERS OF THE BOARD**

HILDA L. SOLIS  
HOLLY J. MITCHELL  
SHEILA KUEHL  
JANICE HAHN  
KATHRYN BARGER

November 22, 2022

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

Dear Supervisors:

**APPROVAL OF DATA SHARING AGREEMENT BETWEEN THE  
COUNTY OF LOS ANGELES AND THE REGENTS OF THE  
UNIVERSITY OF CALIFORNIA, IRVINE  
(ALL DISTRICTS) (3-VOTES)**

**SUBJECT**

APPROVAL OF DATA SHARING AGREEMENT WITH THE UNIVERSITY OF CALIFORNIA, IRVINE FOR INDEPENDENT ANALYSIS OF DE-IDENTIFIED DATA RELATING TO JAIL STAFF CULTURE.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Approve and instruct the Executive Officer, or designee, of the Board of Supervisors (Board"), to execute a Data Sharing Agreement ("Agreement"), substantially similar to the attached, between the County of Los Angeles (the "County") through the Executive Office of the Board ("Executive Office"), and the Regents of the University of California, Irvine ("UCI"), which includes mutual indemnification, for a term of ten (10) years, to provide UCI with a limited license for use of a file of data consisting of the de-identified coded results of a scanned paper survey of a random sample of staff working within the Los Angeles Sheriff's Department ("LASD") jail system (the "Data File").
2. Delegate authority to the Executive Officer of the Board, or designee, to execute amendments

to the Data Sharing Agreement that: 1) reflect non-material and/or ministerial revisions, including, needed operational changes; or other agreement terms and conditions; 2) revise contractual terms in order to comply with State or local law and regulations, and 3) add or revise indemnification language of existing agreements that allows for mutual indemnification; subject to review and approval by County Counsel, and CEO Risk Management, as needed, and notification to your Board and the CEO.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The County contracted with Keramet Reiter, a professor at UCI in 2017<sup>1</sup> to conduct an analysis of the Data File. UCI now wishes to analyze the Data File to better understand jail staff culture. The County wishes to enter into this Agreement for the sharing of information in the Data File to examine the attitudes of jail staff on violence in penal institutions and to explore new strategies, policies, and procedures to reduce jail violence. UCI will utilize the Data File to examine the attitudes of jail staff on violence in penal institutions and to explore new strategies, policies, and procedures to reduce jail violence.

Exploring strategies for improving jail culture and reducing jail violence developed by social scientists who perform qualitative/quantitative evaluations of incarceration systems' employee attitudes on violence in penal institutions can assist custodial oversight in developing strategies to improve jail culture and reduce jail violence.

### **IMPLEMENTATION OF STRATEGIC PLAN GOALS**

Approval of the attached Agreement broadly supports the County Strategic Plan mission of improving the quality of life for the people and communities of Los Angeles County.

### **FISCAL IMPACT/FINANCING**

No funds will be exchanged pursuant to this zero-dollar-amount Agreement.

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

The Agreement contains provisions protecting the County and requiring UCI to comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information. The

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<sup>1</sup> A sole source request was made to contract with Keramet Reiter of UCI and Jody Sundt of Indiana University Purdue University Indianapolis to assist the Office of Inspector General in developing a survey and a communication plan and to administer a survey to Los Angeles County Sheriff's Department employees assigned to work in the county jails using electronic survey software. That request was approved, and the survey was administered resulting in the collection of data, which is the data maintained in the Data File. Only Ms. Reiter of UCI seeks to utilize the Data File. The sole source request and the purchase order for Ms. Reiter are attached to the Agreement as Exhibit A.

Agreement does not permit access to UCI or its employees to any personally identifiable information in the Data File. UCI or its employees may have inadvertent access to personal identifiable information and agrees to maintain the confidentiality of all personally identifiable information. UCI shall immediately notify the County if UCI or its employees inadvertently accesses personally identifiable information in the Data File and comply with the terms of Allowable Use.

The Agreement contains a mutual indemnification provision. The mutual indemnification requires each party to defend and hold one another from liability arising out of the performance of this Agreement except for such loss or damage arising from the sole negligence or willful misconduct of the indemnifying party.

This is a zero-dollar amount Agreement through the Executive Office, which has delegated authority from the Purchasing Agent to enter into goods or services contracts up to \$5,000. (County Purchasing Pol. & Proc. Manual, ISD, March 2019, p. 29 – “4.3.3 Level One.) The Executive Office has complied with County purchasing requirements in executing this Agreement.

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

We do not expect that the approval of the Agreement will have any significant impact on current services or projects.

Respectfully submitted,

CELIA ZAVALA  
Executive Officer, Board of Supervisors

CZ:MH:xx  
Enclosures

c: Fesia Davenport, Chief Executive Officer  
Dawyn R. Harrison, Interim County Counsel

## Data Sharing Agreement

This Data Sharing Agreement ("the Agreement") dated \_\_\_\_\_ ("Effective Date") is made and entered into by and between the **COUNTY OF LOS ANGELES** (the "County") through the Executive Office of the Board ("Executive Office with its principal place of business at 500 W. Temple Street, Room 383 Los Angeles, California 90012, and **The Regents of the University of California, Irvine** ("UCI" or the "Licensor") with its principal place of business at Office of Research, 160 Aldrich Hall, Irvine, California 92697-7600.

### RECITALS

WHEREAS, the Licensor is a public non-profit educational institution incorporated under the laws of California.

WHEREAS, it is the purpose of this Agreement for the County to provide Licensor with a limited license for use of de-identified file of data, of the coded results of a scanned paper survey, of a random sample of staff working within the Los Angeles County Sheriff's Department ("LASD") jail system (hereinafter the "Data File").

WHEREAS, the Licensor contracted with the County to conduct an analysis of the Data File on June 22, 2017 (Exhibit A). As a result of the contract, Licensor now wishes to use the Data File from that contract for the purposes of independent analysis to understand the characteristics, causes, and effects of jail staff culture.

WHEREAS, the County enters into this Agreement for the sharing of information in the Data File to encourage the examination of the attitudes of jail staff on violence in penal institutions and to explore new strategies, policies, and procedures to reduce jail violence.

WHEREAS, exploring strategies for improving jail culture and reducing jail violence developed by social scientists who perform qualitative/quantitative evaluations of incarceration systems' employee attitudes on violence in penal institutions can assist custodial oversight in developing strategies to improve jail culture and reduce jail violence.

NOW, THEREFORE, in consideration of the promises, conditions, covenants and warranties herein contained, the parties agree as follows:

## **TERMS**

1. **Term.** The term of this Contract shall be 10 years commencing on the Effective Date, unless sooner terminated or extended, in whole or in part, as provided in this Agreement.
2. **No Cost.** The Agreement is a zero-dollar amount agreement. No funds will be exchanged.
3. **Data File.** Data File shall be defined as de-identified file of data, of the coded results of a scanned paper survey, of a random sample of staff working within the LASD jail system ("Data File"). In 2017, the County entered into a sole source contract with Keramet Reiter of UCI (Licensor) and Jody Sundt of Indiana University Purdue University Indianapolis to assist the Office of Inspector General in developing a survey and a communication plan and to administer a survey to LASD employees assigned to work in the County jails using electronic survey software. A collection of data resulted from the survey, which is the data maintained in the Data File. Only Licensor seeks to utilize the Data File.
4. **Confidentiality and Data Security.** Licensor shall maintain the confidentiality of the Data File and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information. Licensor shall implement administrative, physical and technical safeguards to protect personal information that are no less rigorous than accepted industry practices, and shall ensure that all such safeguards, including the manner in which confidential information is collected, accessed, used, stored, processed, disposed of and disclosed, comply with applicable data protection and privacy laws, as well as the terms of this Agreement.
5. **Inadvertent Access.** This Agreement does not permit access to Licensor or employees to any personally identifiable information. Licensor or employees may have inadvertent access to personal identifiable information and agrees to maintain the confidentiality of all personally identifiable information. Licensor understands and agrees that neither it nor its officers, employees, or agents, are to take advantage of such access for any purpose whatsoever. Licensor shall immediately notify the County if the Licensor advertently accesses personally identifiable information.



6. **Access to Data File.** Licensor will access Data File only for the purpose of independent analysis as described in Section Eight below. Each individual (Licensor's employees, staff and agents) with Data File access shall read and sign a "Statement of Confidentiality and Non-Disclosure" prior to access to the Data File. Individuals with access to the Data File shall comply with this Agreement and County Policies. Copies of the signed forms shall be maintained on file with Licensor and shared with the County upon request.
7. **Ownership.** All intellectual property rights, ownership, title and interest in the Data File, including without limitation, any copyright, shall remain with the County.
8. **Destruction or Return.** The Data File will remain the property of the County and will be returned to the County or destroyed within ten (10) business days upon County's written request. On County's written request or upon expiration or termination of this Contract for any reason, Licensor will promptly: (a) return or destroy, at County's option, all originals and copies of all documents and materials it has received containing County's Confidential Information; (b) if return or destruction is not permissible under applicable law, continue to protect such information in accordance with the terms of this Contract; and (c) deliver or destroy, at County's option, all originals and copies of all summaries, records, descriptions, modifications, negatives, drawings, adoptions and other documents or materials, whether in writing or in machine-readable form, prepared by Licensor or, prepared under its direction, or at its request, from the documents and materials referred to in Paragraph 3, and provide a notarized written statement to County certifying that all documents and materials referred to in Paragraph 3 have been delivered to County or destroyed, as requested by County.
9. **Allowable Use.** This Agreement does not constitute a release of the Data File for Licensor's discretionary use. Licensor may access Data File only for independent analysis to understand the characteristics, causes, and effects of jail staff culture. Licensor shall not disclose, transfer, duplicate, share, publish, distribute, or sell the Data File or any County information to any party, except as provided by law and upon prior written approval by the County. Licensor shall seek County approval for any public release of any County information and include the following excerpts with any public release using the Data File:

"The research presented here utilizes a confidential Data File from a large county oversight agency. The views expressed here are those of the author(s) and do not necessarily represent those of the agency or other Data File contributors. Any errors are attributable to the author(s)."

10. **Publication.** Licensors will provide the County with a draft copy of any proposed publication related to the Data File report, for review of data included in the publication for the limited purpose of ensuring that no data is reported that permits direct or indirect identification of any individual to the County at least ten (10) working days prior to any public release publication online or in print of reports and consult with the County when questions arise regarding the Data File provided.
11. **Limitation of Warranty.** The County does not warrant or guarantee accuracy, timeliness, or completeness of any of the information including the Data File provided to Licensors. Licensors assume all risk and liabilities of use and misuse by Licensors employees or agents of information provided pursuant to this Agreement. Any use by the Licensors of the Data File, including, among other uses, copying or distribution, shall include the following statement:
- “The Data File/information herein was obtained from a large county oversight agency on March 17, 2021 . The agency does not guarantee the accuracy, timeliness, or completeness of the Data File/information supplied on said date.”
12. **Indemnification.** The parties agree to indemnify, defend and hold one another, their officers, agents, employees, agents, volunteers harmless 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 out of the performance of this Agreement except for such loss or damage arising from the sole negligence or willful misconduct of the indemnifying party, its officers, agents, employees, agents and volunteers.
13. **Survival.** The requirements in this Agreement shall survive the termination or expiration of this Agreement or any subsequent agreement intended to supersede this Agreement.
14. **Notices.** Any notice required or permitted to be given by either party to the other shall be in writing and shall be deemed to have been duly given when delivered personally or sent by email, return receipt requested, in a postage paid envelope addressed to the party at the address set out below. A courtesy email shall also accompany the written notice.

COUNTY OF LOS ANGELES  
EXECUTIVE OFFICE OF THE BOARD  
ATTN.: CELIA ZAVALA  
EXECUTIVE OFFICER, BOARD OF SUPERVISORS  
500 W. TEMPLE ST., 5<sup>TH</sup> FLOOR  
LOS ANGELES, CA 90012

**WITH A COPY TO:**

ATTN: DARA WILLIAMS  
OFFICE OF INSPECTOR GENERAL  
312 SOUTH HILL STREET, 3<sup>RD</sup> FLOOR  
LOS ANGELES, CA 90012  
EMAIL: DWILLIAMS@OIG.LACOUNTY.GOV

UCI OFFICE OF RESEARCH  
ATTN: GRACE J. PARK  
160 ALDRICH HALL  
IRVINE, CALIFORNIA, 92697-7600  
EMAIL: GRACE J. PARK PARKGJ@UCI.EDU

**WITH A COPY TO:**

UNIVERSITY OF CALIFORNIA, IRVINE  
ATTN: KERAMET REITER  
3373 SOCIAL ECOLOGY II  
IRVINE, CALIFORNIA 92697

15. **Entire Agreement.** This Agreement constitutes the entire and only Agreement between the parties and all other prior negotiations, agreements, representations and understandings are superseded hereby.
16. **Assignment.** This Agreement may not be assigned by either party voluntarily or by operation of law, without the prior written consent of the other. Consent by either party shall not be deemed to relieve the other party of its obligations to comply fully with all terms and conditions of this Agreement.
17. **Governing Law.** The validity of this Agreement and of any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of California. By entering into this Agreement, the Licensee consents and submits to the jurisdiction of the courts of the State of California located in Los Angeles County over any action at law, suit in equity, and/or other proceeding that may arise out of this Agreement.

18. **Amendment.** This Agreement may be modified or waived only by a separate writing signed by both parties. No consent or waiver, express or implied, by either party of any term or condition of this Agreement, or any breach thereof, shall be construed as a consent to or waiver of such term or condition or any other term or breach thereof; nor shall any waiver of any default under this Agreement be construed as a waiver of any subsequent such default or other default.

19. **Severability.** The invalidity or unenforceability of any provision or portion of this Agreement shall, as far as possible, not affect the validity or enforceability of the other provisions or portions of this Agreement.

20. **Counterparts.** This Agreement may be executed in two or more counterparts or by facsimile/electronic signature (or both), each of which will be deemed to be an original, but all of which will constitute one and the same Agreement.

21. **Authorized Agent.** Licensor represents and warrants that the person executing this Agreement is an authorized agent of Licensor who has actual authority to execute this Agreement on behalf of Licensor.

21. **Termination for Convenience.** This Contract may be terminated by either Party upon notice to the other Party. The date upon which such termination becomes effective shall be no less than three (3) days after the notice is sent. Upon termination Licensee shall return or destroy the File Data upon the County's written request.

**IN WITNESS WHEREOF**, the parties hereto have caused its duly authorized representatives to execute this Agreement.

**LICENSOR,**  
**THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, IRVINE**

Signed: \_\_\_\_\_  
GRACE J. PARK

Date \_\_\_\_\_

**LICENSEE,**

**COUNTY OF LOS ANGELES**

**EXECUTIVE OFFICE OF THE BOARD**

Signed: \_\_\_\_\_  
CELIA ZAVALA, EXECUTIVE OFFICER

Date \_\_\_\_\_

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

A handwritten signature in blue ink, appearing to be 'DV' with a flourish, located below the printed name DAWYN R. HARRISON.

\_\_\_\_\_  
Danielle Vappie, Senior Deputy County Counsel

# EXHIBIT A

It is the policy of the County to solicit the maximum number of bids/proposals for a commodity or service from the largest relevant market and to select vendors on a competitive basis.

There are certain acquisitions which, when in the best interest of the County, can only be obtained from a sole source. Sole source acquisitions must be justified in sufficient detail to explain the basis for suspending the usual competitive procurement process.

**NOTE:** Please refer to Procedure P-3700 of the ISD Purchasing Policies and Procedures Manual.

**DOCUMENTATION FOR SOLE SOURCE JUSTIFICATION MUST INCLUDE  
RESPONSES TO THE FOLLOWING QUESTIONS:**

1. What is being requested?
  - A. The Office of Inspector General is requesting that the vendor work collaboratively with OIG and other stakeholders to develop a survey that measures jail employees' work experiences, well-being, and attitudes about reform efforts. We will identify appropriate, valid measures of key concepts such as work stress, job commitment, burnout, and openness to reform. In addition, we will create new measures to assess specific questions posed by the OIG, the Sheriff's Department, and other stakeholders. The survey instrument may become the basis for future assessments against which initial, "baseline" findings may be compared.
  - B. Deliverable
  - C. A self-administered survey instrument that may be delivered electronically or by paper-and-pencil to assess work-related attitudes and experiences.
  - D. The Office of Inspector General is requesting that this vendor assist the OIG in developing a communication plan to gain support from stakeholders for the survey and a data collection protocol to ensure that the results accurately represent the employees of the Los Angeles County jails. In addition, the Office of Inspector General will request these vendors to, on behalf of the Office of Inspector General, administer the survey using electronic survey software to a list of jail employees and their emails addressed provided by the OIG.
  - E. Deliverable
    - A data collection protocol and communication plan to guide the administration of the employee survey.
  - F. The Office of Inspector General expects the vendor to deliver a clean, anonymized dataset to the Office of Inspector General that includes the raw survey data.
  - G. Deliverable
    - A cleaned, anonymized spreadsheet of the raw survey data

H. The vendor will advise and support the Office of Inspector General’s analysis of the data and will report the results in a series tables and charts with a focus on answer key questions identified by the OIG and other stakeholders.

I. Deliverable

- Descriptive and inferential analysis of the survey data presented in tables and charts

2. Why is the product needed – how will it be used?

Since the issuance of Citizens Commission on Jail Violence findings and with the conviction of Undersheriff Paul Tanaka and Sheriff Leroy Baca for their involvement in impeding and interfering with the investigation of staff on inmate violence in the Los Angeles County jails, no validated empirical study has been conducted which assesses the impact and effect on Custody staff of factors unique to the custody work setting such as work stress, job commitment, burnout, and response to reform.

This research will be used to identify factors which cause and to develop and test new strategies, policies, procedures and practices to reduce the violence in the Los Angeles County jails.

3. Is this “brand” of product the only one that meets the user’s requirements? If yes, what is unique about the product?

Yes. There are two persons acting as vendors, working collaboratively on the project, and whose unique and complementary skills make the project possible. No other social scientists engage in this type of qualitative/quantitative evaluation of incarceration systems’ employee attitudes on violence in penal institutions.

Keramet Reiter offers an expertise not available from other vendors. She is an attorney who also holds a Master’s Degree from John Jay College of Criminal Justice (CUNY). She has extensive experience studying prisons and the impact of prison and punishment policy on individuals, communities, and legal systems. She uses a variety of methods in her work — including interviewing, archival and legal analysis, survey implementation, and quantitative data analysis — in order to understand both the history and impact of criminal justice policies.

Jody Sundt is an Associate Dean and Professor at Indiana University Purdue University Indianapolis (IUPUI). She, too, has unique and extensive experience in the area of correctional policy, program implementation, public attitudes and research design. She is a published scholar in the areas of criminology, criminal justice and correctional policy, and had implemented surveys of corrections personnel in several other jurisdictions. She is particularly adept in navigating sensitive political issues related to correctional survey implementation, and Professor Sundt’s combination of education and experience uniquely suits her to this proposal.

4. Have other products/vendors been considered? If yes, which products/vendors have been considered and how did they fail to meet the user’s requirements?



No. No other social scientists engage in this type of qualitative/quantitative evaluation of incarceration systems' employee attitudes on violence in penal institutions.

5. Will purchase of this product avoid other costs, e.g. data conversion, etc. or will it incur additional costs, e.g. training, conversion, etc.?

This survey may result in systemic programs to reduce violence in the jails, resulting in lower medical, workers compensation, legal and liability expenses to the County.

6. Is the product proprietary or is it available from various dealers? Have you verified this?

This survey is available only from these vendors.

7. Reasonableness of Price: Does the County obtain a percentage discount or special discount not available to the private sector?

There is no discount available to the county.

8. What is the dollar value of existing equipment and the Purchase Order No. for the existing equipment?

**Not applicable.**



LOS ANGELES COUNTY  
BOARD OF SUPERVISORS  
PURCHASE ORDER



<b>FOR VENDOR PAYMENT INQUIRIES PLEASE REFER TO</b> <a href="https://lacovss.lacounty.gov/LoginExternal/Pages/lacovss-dept-contacts.pdf">https://lacovss.lacounty.gov/LoginExternal/Pages/lacovss-dept-contacts.pdf</a>				<b>ORDER NUMBER</b> PO-BS-17325151-1		<b>AWARD DATE</b> 06/22/17																		
<b>BILL TO</b>  BOARD OF SUPERVISORS BOARD OF SUPERVISORS 383 K. HAHN-HALL OF ADMIN 500 W. TEMPLE STREET LOS ANGELES CA 90012				<b>ALL ITEMS AND CONDITIONS IN THE SOLICITATION ARE PART OF THIS ORDER AS IF FULLY REPRODUCED HEREIN.</b>  <b>ADDRESS ALL INQUIRIES AND CORRESPONDENCE TO:</b> Contact : Mary Walcott Phone : 323-267-2208 Email : mwalcott@isd.lacounty.gov																				
<b>VENDOR NAME, STREET, CITY, STATE, ZIP CODE:</b>  KERAMET REITER 2347 E 3RD ST  LONG BEACH CA 90814				<b>SHIP FOB DESTINATION TO: (UNLESS SPECIFIED ELSEWHERE)</b>  LAC OFFICE OF INSPECTOR GENERAL 312 S. HILL STREET 3RD FLOOR LOS ANGELES CA 90013 PROCUREMENT FOLDER : 1304940  <b>CONTACT FOR DELIVERY INSTRUCTIONS (NAME, TELEPHONE)</b>																				
<b>DELIVERY DATE</b> 07/05/17		<b>FOB POINT</b> FOB Destination, Freight Prepaid and Allowed		<b>AGENCY REQ NUMBER</b> EXEMPT		<b>CONTRACT NUMBER</b>		<b>TOTAL AMOUNT OF ORDER</b> \$14,500.00																
<b>DATE PRINTED</b> 06/22/2017		<b>VENDOR NO</b> VC00000010852		<b>PROMPT PAYMENT TERM</b>		<b>TERM 1</b> DISCOUNT: 0.00 DAYS: 30		<b>TERM 2</b> DISCOUNT: 0.00 DAYS: 0		<b>TERM 3</b> DISCOUNT: 0.00 DAYS: 0		<b>TERM 4</b> DISCOUNT: 0.00 DAYS: 0												
<table border="1"><thead><tr><th>LINE NO.</th><th>COMMODITY/SERVICE DESCRIPTION</th><th>QUANTITY</th><th>UOM</th><th>UNIT PRICE</th><th>EXTENDED AMOUNT</th></tr></thead><tbody><tr><td>1</td><td>NOTICE TO VENDORS: ALL ITEMS LISTED ON VENDOR PACKING SLIPS AND INVOICES MUST REFLECT THE CORRESPONDING PURCHASE ORDER COMMODITY LINE NUMBER. ALSO, THE ORDER NUMBER MUST BE REFERENCED ON ALL PACKING SLIPS AND INVOICES.  COMMODITY CODE: 918-58-00-0000000 SUPPLIER PART NO: SALES TAX AMOUNT:  STOCK ITEM DESCRIPTION:  DESCRIPTION: Keramet Reiter services for Custody Survey. Flat Rate of \$14,500.00 for Survey Conducted for Custody Survey and Analysis of Jail employees.</td><td>1.00000</td><td>EA</td><td>\$14,500.000000</td><td>\$14,500.00 \$0.00</td></tr></tbody></table>													LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED AMOUNT	1	NOTICE TO VENDORS: ALL ITEMS LISTED ON VENDOR PACKING SLIPS AND INVOICES MUST REFLECT THE CORRESPONDING PURCHASE ORDER COMMODITY LINE NUMBER. ALSO, THE ORDER NUMBER MUST BE REFERENCED ON ALL PACKING SLIPS AND INVOICES.  COMMODITY CODE: 918-58-00-0000000 SUPPLIER PART NO: SALES TAX AMOUNT:  STOCK ITEM DESCRIPTION:  DESCRIPTION: Keramet Reiter services for Custody Survey. Flat Rate of \$14,500.00 for Survey Conducted for Custody Survey and Analysis of Jail employees.	1.00000	EA	\$14,500.000000	\$14,500.00 \$0.00
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LA County is pleased to provide online access to the new Vendor Self-Service (VSS) Portal: <a href="http://lacovss.lacounty.gov">http://lacovss.lacounty.gov</a> Go to the portal home page to find out more about the benefits to vendors who do business with the County.																								
<table border="0"><tr><td>COUNTY OF LOS ANGELES</td><td></td><td>LA County Purchase Order Awarded on: 06/22/17 and Authorized &amp; Printed Signed by: Mary Walcott Date Signed: 06/22/2017</td></tr></table>													COUNTY OF LOS ANGELES		LA County Purchase Order Awarded on: 06/22/17 and Authorized & Printed Signed by: Mary Walcott Date Signed: 06/22/2017									
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**COUNTY OF LOS ANGELES  
FEDERAL TAX EXEMPTION CERTIFICATE**

The undersigned hereby certifies that he is a deputy purchasing agent of the county of Los Angeles. A political subdivision of the State of California, that he is authorized to execute this certificate and that the article or articles indicated in this purchase order are for exclusive use of the county of Los Angeles, a political subdivision of the State of California.

It is understood that the exemption from tax in the case of sales of articles under this exemption certificate to the states or political subdivisions thereof, is limited to the sale of articles purchased for their exclusive use and it is agreed that if articles purchased tax free under this exemption certificate are used otherwise or are sold to employees or others, such fact must be reported by me to the vendor or the article or articles covered by this certificate. It is also understood that the fraudulent use of this certificate to secure exemption will subject the undersigned and all guilty parties to a fine of not more than \$10,000 or to imprisonment for not more than five years, or both, together with cost of prosecution.

County purchasing Agent

By \_\_\_\_\_

This certificate is applicable only when signed by an authorized person.

**TERMS AND CONDITION OF PURCHASE**

1. **CONDITIONS OF PURCHASE:** This order shall be in accordance with these terms and conditions and any attachments here to. No other conditions or modifications of these terms and conditions will be effective unless specifically agreed to in writing by the county of Los Angeles ("County") Purchasing Agent. Failure of County to object to provisions contained in any acknowledgment, document or other communications from vendor shall not be construed as a waiver of these terms and conditions or an acceptance of any such provision.
2. **DELIVERY:** Delivery shall be as stated herein. When using common carriers, County reserves the right to designate the transportation carrier. Failure on the part of Vendor to adhere to shipping terms specified hereon or contained in a written agreement for this purchase may, at county's discretion, result in additional handling costs being deducted from Vendor's invoice. Cost of inspection on deliveries or offers for delivery which do not meet specifications will be for the account of Vendor. Unless otherwise set forth herein, all items shall be suitably packed and marked. Purchase Order number must be on all shipping documents and containers.
3. **INVOICES:** Invoices shall include the Purchase Order number, which is located in the upper right hand corner of the Purchase Order. Invoices must state that they cover, as the case may be, complete or partial delivery, and must show units and unit prices. Invoices will not be paid unless and until the requirements have been fully met. When price shown is delivered price, all transportation and delivery charges must be prepaid in full to destination.
4. **PRICE/SALES TAX:** Unless otherwise specified herein, the prices herein do not include sales or use tax. No charges for transportation, containers, packing, unloading, etc. shall be allowed unless specified herein.
5. **PAYMENT TERMS:** Unless other wise specified herein, payment terms are net 30 days from the date County receives a correct and proper invoice. In no event shall County be liable for any late charges. Cash discount periods shall be computed either from the date of delivery and County's acceptance or the date of County's receipt of correct and proper invoices, whichever date is later, prepared in accordance with the terms herein.
6. **WARRANTIES:** Vendor shall, at no cost to County, promptly correct any and all defects in the items/services provided hereunder. Vendor shall also reimburse County for any costs incurred as a result of defect(s). The term of this warranty shall be as set forth in the Purchase Order, or if no term is shown, ninety (90) days from the date of County's acceptance of the item/service. Vendor warrants that items may be shipped, sold and used in a customary manner without violation of any law, ordinance, rule or regulation of any government or administrative body.

## STANDARD TERMS &amp; CONDITIONS

## PURCHASE ORDER

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7. CANCELLATION: Unless otherwise specified herein. County may cancel all or part of this Purchase Order and or Contract at no cost and for any reason by giving written notice to vendor at least thirty (30) calendar days prior to scheduled delivery. A cancellation change not exceeding one percent (1%) of the value of the cancelled portion of the Purchase Order and/or Contract may be charged to The County on any cancellation with less than thirty (30) calendar days prior written notice.

8. HAZARDOUS MATERIALS: Vendor warrants that it complies with all federal, state and local laws, rules, ordinances and regulations concerning hazardous materials and toxic substances.

9. COVENANT AGAINST GRATUITIES: Vendor warrants that no gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by vendor, or any agent or representative of Vendor, to any officer or employee of County with a view toward securing this Purchase Order or favorable treatment with respect to any determination concerning the performance of this Purchase Order. In the event of breach of this warranty, County shall be entitled to pursue the same remedies including, but not limited to, termination, against Vendor as it could pursue in the event of Vendor's default.

10.0 CONFLICT OF INTEREST: 10.1 No County employee whose position with county enables such employee to influence the award of the Purchase Order or any competing agreement, and no spouse or economic dependent of such employee, shall be employed in any capacity by Vendor, or have any other direct or indirect financial interest in this Purchase Order, No officer or employee of Vendor, who may financially benefit from the award of this Purchase Order shall in any way participate in County's approval or ongoing evaluation of this purchase.

10.2 Vendor shall comply with all conflict of interest laws, ordinances and regulations now in effect or hereafter to be enacted during the term of this Purchase Order. Vendor warrants that it is not aware of any facts, which create a conflict of interest. If Vendor hereafter becomes aware of any facts, which might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to county. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances.

11. GOVERNING LAW AND VENUE: This Purchase Order shall be governed by and construed in accordance with the laws of the state of California. Vendor agrees and consents to the exclusive jurisdiction of the courts of the state of California for all purposes regarding this Purchase order, and further agrees and consents that venue of any action hereunder shall be exclusively in the County of Los Angeles, California.

12. INDEMNIFICATION: Vendor shall indemnify, defend and hold harmless County, its agents, officers and employees from and against any and all liability, expense, including defense costs and legal fees, and claims for damages of any nature whatsoever arising from or connected with Vendor's operations, goods and/or commodities or services provided hereunder. This indemnity shall include, but not be limited to, claims for or by reason of any actual or alleged infringement of any United States patent or copyright or any actual or alleged trade secret disclosure.

13. DEFAULT: The County may, by written notice to the Vendor, terminate the Purchase Order, if, in the judgment of the County:

a. Vendor has materially breached the Purchase Order; or

b. Vendor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required under the Purchase Order or fails to demonstrate a high probability of timely fulfillment of performance requirements, or of any obligations of the Purchase Order and in either case, fails to demonstrate convincing progress toward a cure within ten (10) working days, (or such longer period as the county may authorize in writing) after receipt of written notice from the County specifying such failure.

In the event that the County terminates the Purchase Order, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Vendor shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services.

The rights and remedies of the County shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Purchase Order.

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<p>14. <b>INVALIDITY, REMEDIES NOT EXCLUSIVE:</b> If any provision of this Purchase Order or the application thereof to any person or circumstance is held invalid, the remainder of this Purchase Order and the application of such provisions to other persons or circumstances shall not be affected thereby. The rights and remedies provided herein shall not be exclusive and are in addition to any other rights and remedies in law or equity.</p> <p>15. <b>COMPLIANCE WITH LAWS:</b> The Vendor shall comply with all applicable provisions of Federal, State and Local laws, rules, regulations, ordinances, and directives, and all provisions required thereby to be included in this Purchase Order are hereby incorporated herein by reference.</p> <p>The Vendor shall indemnify and hold harmless the County from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorney fees, arising from or related to any violation on the part of the Vendor or its employees, agents, or subcontractors of any such laws, rules, regulations, ordinances, or directives</p> <p>16. <b>NONDISCRIMINATION:</b> By acceptance of this Purchase Order, vendor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will be treated equally by it without regard to or because of race, religion, ancestry, national origin, disability or sex and in compliance with all applicable Federal and State anti-discrimination laws and regulations. Vendor further certifies and agrees that it will deal with its subcontractors, bidders or Vendor without regard to or because of race, religion, ancestry, national origin, disability or sex. Vendor shall allow the County access to its employment records during the regular business hours to verify compliance with these provisions when so requested by the County. If the County finds that any of the above provisions have been violated, the same shall constitute a material breach of contract upon which the County may determine to cancel, terminate, or suspend the Purchase Order. The parties agree that in the event the Vendor violates the anti-discrimination provisions of the Purchase Order, the County shall, at its option and in lieu of termination or suspending this Purchase Order, be entitled to liquidated damages, pursuant to California Civil Code Section 1671, of the greater of ten percent (10%) of the Purchase Order amount or One Thousand Dollars (\$1,000).</p> <p>17. <b>FORCE MAJEURE:</b> Neither party will be liable for delays in performance beyond its reasonable control, including, but not limited to, fire, flood, act of God or restriction of civil or military authority</p> <p>18. <b>NON-EXCLUSIVITY:</b> Nothing herein is intended nor shall it be construed as creating any exclusive arrangement with Vendor. This Purchase Order shall not restrict the purchasing Agent from acquiring similar, equal or like goods and/or services from other entities or sources.</p> <p>19. <b>MOST FAVORED CUSTOMER:</b> Vendor represents that the prices charged County in this Purchase Order do not exceed existing selling prices to other customers for the same or substantially similar items or services for comparable quantities under similar terms and conditions.</p> <p>20. <b>WAIVER:</b> No waiver by the County of any breach of any provision of this Purchase Order shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Purchase Order shall not be construed as a waiver thereof. The rights and remedies set forth in this provision shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Purchase Order.</p> <p>21. <b>ACCEPTANCE:</b> Unless explicitly stated by County as otherwise, county may conduct, at its location or any other County designated location and at its expense, an incoming acceptance test on all items purchased hereunder. The acceptance test period shall not exceed thirty (30) days from receipt of such item by County. County may, at its sole discretion, reject all or any part of items or services not conforming to the requirements/specifications stated in this Purchase Order.</p> <p>22. <b>SPARE PARTS:</b> Unless otherwise set forth herein, Vendor shall make spare parts available to county for a period of two (2) years from the date of delivery of the items to County; If Vendor is unable to so provide spare parts, it shall provide County with the name(s) of Vendor's suppliers so that County may attempt to procure such parts directly. In the event of such unavailability, Vendor shall provide, at no cost, reasonable assistance to County in obtaining spare parts.</p> <p>23. <b>ENTIRE AGREEMENT MODIFICATIONS:</b> This Purchase Order and any attachments hereto, constitutes the complete and exclusive statement of the parties which supersedes all previous agreements, written or oral, and all communications between the parties relating to the subject matter hereof. This Purchase Order shall not be modified, supplemented, qualified or interpreted by any prior course of dealing between the parties or by any usage of trade. Only county's Purchasing Agent can make changes or modifications by issuance of an official change notice.</p>		

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<p>24. INDEPENDENT CONTRACTOR STATUS: This Purchase Order is by and between the County and the Vendor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Vendor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.</p> <p>The Vendor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Purchase Order all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, Federal, State or Local Taxes, or other compensation, benefits, or taxes for any personnel provided by, or on behalf of the Vendor.</p> <p>The Vendor understands and agrees that all persons performing work pursuant to this Purchase Order are, for purposes of workers Compensation liability; solely employees of the Vendor and not employees of the County. The Vendor shall be solely liable and responsible for furnishing any and all Workers compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the vendor pursuant to this Purchase Order.</p> <p>25. COUNTY STOCK: Stock furnished by County to be used in this Purchase Order shall be returned to county free from damage from any cause and in accordance with all other terms and conditions of bid and this Purchase Order.</p> <p>26. TAX EXEMPT STATUS: Tax exempt items shall be clearly listed and identified.</p> <p>27. COUNTY LOBBYISTS: The, Vendor, and each County Lobbyist or County Lobbying firm as defined in County Code section 2.160.910 retained by the Vendor, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160, Failure on the part of the Vendor or any county Lobbyist or county Lobbying firm: retained by the Vendor to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Purchase Order, upon which the County may in its sole discretion, immediately, terminate or suspend this Purchase Order.</p> <p>28. CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS: Should the Vendor require additional or replacement personnel after the effective date of this Purchase Order, the Vendor shall give consideration for such employment openings to participants in the county's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for work (GROW) Program who meet the Vendor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Vendor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Vendor. In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.</p> <p>29. TERMINATION FOR IMPROPER CONSIDERATION: The County may, by written notice to the Vendor, immediately terminate the right of the Vendor to proceed under this Purchase Order if it is found that consideration, in any form, was offered or given by the, Vendor, either directly or through an intermediary, to any county officer, employee, or agent with the intent of securing this Purchase Order or securing favorable treatment with respect to the award; amendment, or extension of this Purchase Order or the making of any determinations with respect to the Vendor's performance pursuant to this Purchase Order In the event of such termination, the County shall be entitled to pursue the same remedies against the Vendor as it could pursue in the event of default by the vendor.</p> <p>The Vendor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.</p> <p>Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel, entertainment, or tangible gifts, or the promise of any of these.</p> <p>30. SAFELY SURRENDERED BABY LAW: The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is available on the Internet at <a href="http://www.babysafela_org">www.babysafela_org</a> for printing purposes.</p>		

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<p><b>31. CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM</b></p> <p>The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through Contracts/Purchase Orders are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.</p> <p>As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Contract/purchase Order to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 use Section 653a) and California unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of civil Procedure Section 706.031 and Family Code Section 5246(b).</p> <p><b>TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM</b> Failure of Contractor to maintain compliance with the requirements set forth in the paragraphs under "CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM" shall constitute default under this Contract/Purchase Order. Without limiting the rights and remedies available to COUNTY under any other provision of this contract/purchase order, failure of CONTRACTOR to cure such default within ninety (90) calendar days of written notice shall be grounds upon which COUNTY may terminate this contract/purchase order pursuant to "VENDOR'S RESPONSIBILITY AND DEBARMENT" and pursue debarment of CONTRACTOR, pursuant to County code, Chapter 2.202.</p> <p><b>32. PAYROLL RECORDS:</b> Wherever required, the Contractor shall comply with the requirements of Section 1776 of the Labor Code, State of California, including maintaining payroll records as enumerated in Subdivision (a). The Contractor and the Contractor's subcontractors shall be responsible to maintain, and make readily available for inspection purposes, a copy of all certified payroll records for each work project associated with or obtained by the County under this or any future or successive County Agreement, Contract or Purchase Order. All certified payroll records shall indicate that the wage rates are not less than those determined by the State Division of Industrial Relations; and that the classifications set forth for each laborer or mechanic conform with the work that he/she performed. The Contractor shall be responsible for the submission of copies of payrolls for all subcontractors, upon request by the County, arising from and/or relating to any Agreement formulated as a result of this inquiry.</p> <p>Certified payroll shall be submitted upon request and shall include:</p> <ul style="list-style-type: none"> <li>A. Original Document</li> <li>B. Company Name &amp; Address</li> <li>C. Account Number/Project Number</li> <li>D. Project Name and Address</li> <li>E. Authorizing county Department and Purchase Order or Contract Number</li> <li>F. Period of Time in which Work is Being Performed</li> <li>G. Employee Name, Address and Social Security Number</li> <li>H. Work Classification, Including Sub-classification</li> <li>I. Hours Paid</li> <li>J. Rate of Pay</li> <li>K. Deductions</li> <li>L. Payroll Check Number</li> <li>M. Benefits</li> <li>N. Signature of Employee Authorized to Certify Payroll</li> </ul> <p>Prevailing wage Scale Wherever required:</p> <ul style="list-style-type: none"> <li>A. The Contractor shall comply with all provisions of the Labor Code of the State of California.</li> <li>B. Under the provisions of said Labor Code, the State Department of Industrial Relations will ascertain the prevailing hourly rate in dollars and details pertinent thereto for each craft, classification or type of workers or mechanic needed to execute any Contract that may be awarded by the County.</li> </ul>		

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C. Particulars of the current prevailing wage Scale, which are applicable to the work contemplated under these specifications, are to be maintained in the Department, and must be posted at the project site by the Contractor or his/her subcontractor.

D. Current prevailing wage rates may be obtained at:

[www.dir.ca.gov/DLSR/PWD/Apprentice.htm](http://www.dir.ca.gov/DLSR/PWD/Apprentice.htm)

Division of Labor Standards Enforcement  
455 Golden Gate Avenue, 9th Floor  
San Francisco, CA 94102

(415) 703-4810

**CONTRACTOR RESPONSIBILITY AND DEBARMENT**

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

2. The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the contractor on this or other contracts which indicates that the Contractor is not responsible. The County may, in addition to other remedies provided in the contract, debar the Contractor from bidding on County contracts for a specified period of time not to exceed 5 years, and terminate any or all existing contracts the Contractor may have with the county.

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

4. If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

5. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a proposed decision, which shall contain a recommendation regarding whether the contractor should be debarred, and, if so, the appropriate length of time of the debarment. If the Contractor fails to avail itself of the opportunity to submit evidence to the Contractor Hearing Board, the Contractor may be deemed to have waived all rights of appeal.

6. A record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Hearing Board.

7. These terms shall also apply to (subcontractors/subconsultants) of County Contractors.



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<p style="text-align: center;"><b>PROHIBITION AGAINST USE OF CHILD LABOR</b></p> <p>VENDOR shall:</p> <ol style="list-style-type: none"> <li>1. Not knowingly sell or supply to COUNTY any products, goods, supplies or other personal property produced or manufactured in violation of child labor standards set by the International Labor Organizations through its 1973 Convention Concerning Minimum Age for Employment.</li> <li>2. Upon request by COUNTY, identify the country/countries of origin of any products, goods, supplies or other personal property bidder sells or supplies to COUNTY, and</li> <li>3. Upon request by COUNTY, provide to COUNTY the manufacturer's certification of compliance with all international child labor conventions:</li> </ol> <p>Should COUNTY discover that any products, goods, supplies or other personal property sold or supplied by VENDOR to COUNTY are produced in violation of any international child labor conventions, VENDOR shall immediately provide an alternative, compliant source of supply.</p> <p>Failure by VENDOR to comply with the provisions of this clause will be grounds for immediate cancellation of this purchase Order or termination of this Agreement and award to an alternative vendor.</p> <p>A. Jury Service Program.</p> <p>This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.</p> <p>B. Written Employee Jury Service policy.</p> <ol style="list-style-type: none"> <li>1. Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the county code) or that contractor qualifies for an exception to the Jury Service program a(Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employee shall receive, from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. This policy may provide that Employees deposit any fees received for such jury-service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.</li> <li>2. For purposes of this Section, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County. Contracts or subcontracts, "Employee" means any California resident who is a full time employee of Contractor. "Full Time" means 40 hours or more worked per week, or a lesser number of hours if the lesser number is a recognized industry standard and is approved as such by the county. If Contractor uses any subcontractor to perform services for the County under the Contract, The subcontractor shall also be subject tot he provisions of this section. The provisions of this Section shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.</li> <li>3. If the Contractor is not required to comply with the Jury Service Program when the Contract commences, the Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the Contractor shall immediately notify the County if the Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if the Contractor no longer qualifies for an exception to the Jury Service Program. In either event, the Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate to the County's satisfaction that the Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that the Contractor continues to qualify for an exception to the Program.</li> <li>4. Contractor's violation of this Section of the contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar Contractor from the award of future contracts for a period of time consistent with the seriousness of the breach.</li> </ol>		

## STANDARD TERMS &amp; CONDITIONS

## PURCHASE ORDER

ORDER NO: PO-BS-17325151-1

VENDOR NO: VC00000010852

VENDOR: KERAMET REITER

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## PRICE SPECIFIC CONTRACTS AND PURCHASE ORDERS

Vendors are entitled to receive payment for goods received by, or services provided to the County specific to the Contract or Purchase Order price amount. Under no circumstances will those Suppliers, Contractors or Vendors who supply goods or otherwise contract services with the County of Los Angeles be entitled to or paid for expenditures beyond the Contract or Purchase Order amounts.

## ASSIGNMENT BY CONTRACTOR

A. Contractor shall not assign its rights or delegate its duties under the Agreement, or both whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, County consent shall require a written amendment to the Agreement, which is formally approved and executed by the parties. Any payments by County to any approved delegate or assignee on any claim under the Agreement shall be deductible, at County's sole discretion, against the claims which Contractor may have against County.

B. Shareholders, partners, members, or other equity holders of Contractor may transfer, sell exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Agreement, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Agreement.

C. Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities; obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Agreement which may result in the termination of the Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.





# COUNTY OF LOS ANGELES FIRE DEPARTMENT

1320 NORTH EASTERN AVENUE  
LOS ANGELES, CALIFORNIA 90063-3294  
(323) 881-2404  
www.fire.lacounty.gov

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

ANTHONY C. MARRONE  
INTERIM FIRE CHIEF  
FORESTER & FIRE WARDEN

## BOARD OF SUPERVISORS

HILDA L. SOLIS  
FIRST DISTRICT

HOLLY J. MITCHELL  
SECOND DISTRICT

LINDSEY HORVATH  
THIRD DISTRICT

JANICE HAHN  
FOURTH DISTRICT

KATHRYN BARGER  
FIFTH DISTRICT

January 31, 2023

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:

## **FISCAL YEAR-END REPORT, AND UPDATED DEVELOPER FEE FOR THE BENEFIT OF THE CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY (3RD AND 5TH DISTRICTS) (3 VOTES)**

### **SUBJECT**

The Consolidated Fire Protection District of Los Angeles County (District) has completed its annual review of the Developer Fee Program and is making recommendations to increase the Developer Fee rates in the three Areas of Benefit and the City of Calabasas and update the Developer Fee Detailed Fire Station Plan (Fire Station Plan). In addition, the annual Developer Fee Funds 2021-22 Fiscal Year-End Report has been prepared for your Honorable Board's approval.

### **IT IS RECOMMENDED THAT YOUR BOARD, AFTER THE PUBLIC HEARING:**

1. Find that updating the Developer Fee Program is exempt from the California Environmental Quality Act (CEQA) Guidelines Section 15273(a)(4) in that it involves the collection of fees for capital projects necessary to maintain services within existing service areas; and
2. Adopt the attached resolution updating the Developer Fee Program which: a) approves Fire Station Plan dated October 2022; b) approves the Developer Fee Funds 2021-22 Fiscal Year-End Report; and c) approves the 2022 Developer Fee Update Fee Calculation Summary to increase the Developer Fee rates in the unincorporated areas of each of the three Areas of Benefit and the City of Calabasas effective April 1, 2023. The updated Developer Fee rates reflect the current average costs associated with land acquisition, fire station construction, apparatus, equipment, and administration in each of the three Areas

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

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

CARSON  
CERRITOS  
CLAREMONT  
COMMERCE  
COVINA  
CUDAHY  
DIAMOND BAR  
DUARTE

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

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

LAWNDALE  
LOMITA  
LYNWOOD  
MALIBU  
MAYWOOD  
NORWALK  
PALMDALE  
PALOS VERDES ESTATES  
PARAMOUNT

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

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

of Benefit as follows: Area of Benefit 1 (Malibu/Santa Monica Mountains and the City of Calabasas) = \$1.1345 per square foot (+\$0.0931); Area of Benefit 2 (Santa Clarita Valley) = \$1.5499 per square foot (+\$0.1183); and Area of Benefit 3 (Antelope Valley) = \$1.0881 per square foot (+\$0.0961).

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

On July 12, 1990, your Honorable Board adopted a resolution establishing a County of Los Angeles Developer Fee Program for the benefit of the District. The Developer Fee Program was implemented August 1, 1990, to fund the acquisition, construction, improvement, and equipping of fire station facilities in the high-growth, urban-expansion areas of the District. The resolution provides that the District will conduct annual evaluations of the Developer Fee Program and make appropriate recommendations to your Board.

Also, on September 4, 2007, your Board adopted a Joint Exercise of Powers Agreement between the County of Los Angeles and the City of Calabasas wherein the parties agreed to exercise the power to levy the Developer Fee in the City of Calabasas and the City Council authorized your Board to conduct all proceedings in connection with the levy of the fee, and any modifications of the fee amount, within the city boundaries.

Fire Station Plan - Pursuant to Government Code Section 66000, et seq., the District has updated the Fire Station Plan to reflect fire station requirements based upon the most current growth projections in the three designated Developer Fee areas of benefit (Attachment A to the Resolution). The Fire Station Plan identifies 12 permanent fire stations of which six stations have been completed, one expansion station, and three helispots that will be developed within the areas of benefit as a direct result of development in these areas.

Developer Fee Funds 2021-22 Fiscal Year-End Report - Government Code Sections 66001 and 66006 require certain findings to be made with respect to any unexpended Developer Fee revenues and that within 180 days of the close of each fiscal year the District makes available to the public specific information for each account or fund established for Developer Fee revenues. In accordance with these requirements, the District's Developer Fee Funds 2021-22 Fiscal Year-End Report has been prepared (Attachment B to the Resolution).

2022 Developer Fee Update Fee Calculation Summary - The District has reviewed current costs for fire station development, equipping and furnishing, and apparatus, as well as administrative costs associated with the Developer Fee Program and have resulted in rate increases by eight and nine tenths percent (8.9%) in Area of Benefit 1 (Malibu/Santa Monica Mountains and the City of Calabasas), and nine and seven tenths percent (9.7%) in Area of Benefit 3 (Antelope Valley).

In Area of Benefit 2 (Santa Clarita Valley), the Developer Fee rate includes a component to recoup the District's costs associated with financing the five new fire stations in the Santa Clarita Valley. The cumulative financing costs, land costs, fire station development, equipping and furnishing, apparatus and administrative costs associated with the Developer Fee Program have resulted in an eight and three tenths percent (8.3%) increase to the fee rate in this Area.

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

The update of the Fire Station Plan supports the County's Strategic Plan Goal No. III.3, Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability, which leads the District to maximize the efficiency and effectiveness of the operations and resources and to continue the essential services to the public.

### **FISCAL IMPACT/FINANCING**

The District, being a Special District, is funded independently from the County's General Fund and relies primarily on property tax revenue to provide essential fire protection and emergency medical services. However, the District also charges fees through the Developer Fee Program, which provides a revenue source to fund essential fire station facilities and equipment in the areas of urban growth. Increasing the fee rates in the unincorporated areas of the three Areas of Benefit and the City of Calabasas will enable the District to fully fund the development of new fire stations proportionate to the need necessitated by growth. Without the requested Developer Fee increase, fire station construction will be outpaced by development resulting in insufficient fire protection for the growth areas.

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

**Fire Station Plan:** Pursuant to Government Code Sections 66002 and 66018, notice of the public hearing to update the Fire Station Plan must be published in a newspaper of general circulation in the Areas of Benefit and in the City of Calabasas. This exceeds the requirements of Government Code Sections 6061 and 65090 relating to the notice of public hearing. The Developer Fee Program is exempt from the provisions of Proposition 218.

**Developer Fee Funds 2021-22 Fiscal Year-End Report:** Pursuant to Government Code Section 66006, for each separate fund established by the District for Developer Fee revenues, the District is required to make available to the public the following information:

- A description of the type of fee in the fund.
- The fee rate.
- The beginning and ending balance of the fund.
- The total Developer Fees collected, and the interest earned.
- An identification of each public improvement on which fees were expended and the expenditure costs.
- The approximate date by which construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement.

- A description of each interfund transfer or loan made from the fund.
- The total costs of all refunds.

In addition, Government Code Section 66001 requires findings to be made once every five years with respect to unexpended Developer Fee revenues in connection with the public information requirements of Government Code Section 66006. These findings are included in the attached Developer Fee Funds 2021-22 Fiscal Year-End Report.

County Counsel has approved as to form the attached Resolution updating the Developer Fee Program.

### **ENVIRONMENTAL DOCUMENTATION**

This project is statutorily exempt per Section 15273 (a)(4) of the CEQA Guidelines developed by the State Office of Planning Research in that it involves the collection of fees for capital projects necessary to maintain services within existing service areas.

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

The updated fee rates will be imposed in the unincorporated areas in the three Developer Fee Areas of Benefit and the City of Calabasas effective April 1, 2023. As a result, the updated Developer Fee rates will be imposed in the cities of Malibu, Santa Clarita, and Lancaster upon adoption of a resolution updating the fee amounts by each respective city.

## **CONCLUSION**

Upon conclusion of the public hearing and approval by your Honorable Board, please instruct the Executive Officer to return an adopted stamped copy of this letter with the adopted Resolution to the following office:

Consolidated Fire Protection District of Los Angeles County  
Executive Office  
Marcia Velasquez, Head of Planning and Executive Support  
1320 N. Eastern Avenue  
Los Angeles, CA 90063  
Marcia.Velasquez@fire.lacounty.gov

The District's contact can be reached at (323) 881-2404.

Respectfully submitted,

ANTHONY C. MARRONE, INTERIM FIRE CHIEF

ACM:rf

Enclosures

c: Chief Executive Officer  
County Counsel  
Auditor-Controller



**RESOLUTION OF THE BOARD OF SUPERVISORS OF THE  
COUNTY OF LOS ANGELES TO UPDATE THE COUNTY OF LOS ANGELES  
DEVELOPER FEE PROGRAM FOR THE BENEFIT OF  
THE CONSOLIDATED FIRE PROTECTION DISTRICT AND TO CONSIDER  
THE DEVELOPER FEE FUNDS 2021-22 FISCAL YEAR-END REPORT**

WHEREAS, on July 12, 1990, the Board of Supervisors of the County of Los Angeles approved and adopted a County of Los Angeles Developer Fee Program (Developer Fee Program) for the benefit of the Consolidated Fire Protection District of Los Angeles County (DISTRICT) in Area of Benefit 1, Malibu/Santa Monica Mountains, Area of Benefit 2, Santa Clarita Valley, and Area of Benefit 3, Antelope Valley (collectively, "Areas of Benefit") effective August 1, 1990, which Developer Fee Program is to be updated annually thereafter; and

WHEREAS, the City of Calabasas is located in the Malibu/Santa Monica Mountains Area of Benefit and the City Council of the City of Calabasas has entered into a Joint Powers Agreement with the County of Los Angeles in which the City and County jointly agreed to exercise the power to levy the Developer Fee in the City and to authorize the Board of Supervisors to conduct all proceedings in connection with the levy of fees and modifications of the fee amount within the City; and

WHEREAS, the County of Los Angeles desires to update the Developer Fee Detailed Fire Station Plan, in accordance with Government Code Section 66002; and

WHEREAS, the need for increased fire service resources to maintain services is generated by new development; and

WHEREAS, proposed developments in areas which are designated in the Los Angeles County General Plan as urban expansion areas and areas identified as emerging expansion areas require additional fire protection resources to maintain services; and

WHEREAS, without additional fire stations and equipment, there will be insufficient resources to maintain an adequate level of fire protection services in areas of emerging urban expansion in Los Angeles County; and

WHEREAS, the Areas of Benefit of the Malibu/Santa Monica Mountains, the Santa Clarita Valley, and the Antelope Valley are emerging urban expansion areas; and

WHEREAS, the DISTRICT has prepared the updated Developer Fee Detailed Fire Station Plan dated October 2022 which identifies planned fire station facilities to be developed in the Areas of Benefit to accommodate emerging urban expansion and for which funding is to be provided through Developer Fee revenues generated within the Areas of Benefit; and

WHEREAS, the DISTRICT has prepared the Developer Fee Funds 2021-22 Fiscal Year-End Report in accordance with Government Code Section 66006.

NOW, THEREFORE, the Board of Supervisors resolves, finds, and determines that:

1. The foregoing recitals are true and correct.
2. The Developer Fee Program is for the purpose of generating funds for capital projects necessary to maintain fire protection services within the existing service areas of the DISTRICT, and is statutorily exempt per Section 15273(a)(4) of the California Environmental Quality Act Guidelines developed by the State Office of Planning and Research.
3. On January 31, 2023, a public hearing was held to update and consider:  
1) the updated Developer Fee Detailed Fire Station Plan dated October 2022 (Attachment A) attached hereto and incorporated herein, which serves as the Developer Fee capital improvement plan and describes the acquisition, construction, installation, and equipping of fire stations to be funded with developer fee revenue; 2) the Developer Fee Funds 2021-22 Fiscal Year-End Report (Attachment B); and 3) the 2022 Developer Fee Update Fee Calculation Summary (Attachment C) attached hereto and incorporated herein, which imposes a separate fee calculation for each Area of Benefit based upon the actual fire station development costs experienced in each of the three areas;
4. Based on the foregoing recitals, the updated Developer Fee Detailed Fire Station Plan dated October 2022, and the 2022 Developer Fee Update Fee Calculation Summary, there are reasonable relationships between: 1) the Developer Fee's use and the type of development projects on which the Developer Fee is imposed; 2) the need for fire station facilities and the type of development project on which the Developer Fee is imposed; and 3) the amount of the Developer Fee and the cost of all or a portion of the fire station facilities attributable to the development on which the Developer Fee is imposed.
5. The Board of Supervisors approves and adopts the updated Developer Fee Program in the Areas of Benefit of the DISTRICT as follows:
  - a. The updated Developer Fee Detailed Fire Station Plan dated October 2022 is approved and adopted;
  - b. The Developer Fee Funds 2021-22 Fiscal Year-End Report is approved and adopted;
  - c. The updated Developer Fee rates per square foot of new developments of \$1.1345 in Area of Benefit 1 and the City of Calabasas, \$1.5499 in Area of Benefit 2, and \$1.0881 in Area of Benefit 3 are approved and shall become effective in the unincorporated areas within Areas of Benefit and the City of Calabasas on April 1, 2023.

- d. The 2022 Developer Fee Update Fee Calculation Summary is approved and adopted;
- e. All other terms and provisions of the Developer Fee Program as previously adopted by the Board of Supervisors of the County of Los Angeles shall remain unchanged and in full force and effect.

The foregoing resolution was adopted on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by the BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES.

CELIA ZAVALA, Executive Officer  
Clerk of the Board of Supervisors

By \_\_\_\_\_  
Deputy

APPROVED AS TO FORM:

DAWYN HARRISON, INTERIM COUNTY COUNSEL

By \_\_\_\_\_  
Senior Deputy County Counsel

**DEVELOPER FEE DETAILED FIRE STATION PLAN**

**FOR THE**

**COUNTY OF LOS ANGELES DEVELOPER FEE PROGRAM  
FOR THE BENEFIT OF THE  
CONSOLIDATED FIRE PROTECTION DISTRICT  
OF LOS ANGELES COUNTY**

**FISCAL YEAR 2022-23  
OCTOBER 2022**

## DEVELOPER FEE DETAILED FIRE STATION PLAN

Fiscal Year 2022-23

### PREFACE

This Developer Fee Detailed Fire Station Plan (Plan) reflects the Consolidated Fire Protection District's (District) fire service requirements as of October 2022 based upon growth projections and contacts with cities and developers who have shared their development plans with the District.

The Plan identifies 6 completed fire stations, 13 proposed fire stations, 1 expansion station, 3 helispots, and the necessary capital equipment that will be required in the Areas of Benefit as well as the anticipated costs and time frames provided that development occurs as expected. The anticipated costs identified in the Plan will be funded by Developer Fee revenues or funds which the District has advanced from other sources. These advances will be repaid to the District when sufficient Developer Fee revenue is generated.

Terms Used in Plan	Explanation
Fire Station/Location	In most cases a site has not yet been acquired; the locations are therefore approximate.
Anticipated Capital Project Costs	<ul style="list-style-type: none"><li>Where actual costs are not yet available, the anticipated capital projects costs are based upon the District's current cost experienced for construction, land and equipment.</li><li>Apparatus cost includes the full cost of the apparatus as well as outfitting and equipment costs.</li><li>No District overhead costs nor an inflation factor have been applied; all figures are based on current costs.</li><li>Developer Fee credit may be granted for the conveyance of a site, apparatus, or construction of a fire station to help offset the impact of development on the District.</li></ul>
Project Cost Estimate	Based on average costs for fire stations recently completed and stations under development; includes plans, specifications, consultant services, plan check, permit and inspection fees, construction, project management, furnishings, and equipment.
Amount Budgeted	The amount budgeted could be from Developer Fee funds collected or advanced from District general revenues or certificates or participation. All advances made and/or interest incurred by the District to finance station development are to be repaid when Developer Fee revenues are sufficient. If no amount is budgeted, the development of the fire station may be delayed until Developer Fee revenues are sufficient to fund the site acquisition and/or construction of the fire station.
Equipment and Staffing	This plan reflects the proposed staffing and equipment to be implemented when each station and the development served by each station are built out in the respective areas of benefit. In many instances, a transitional staffing configuration will be utilized until build out occurs.
Fiscal Year	The Fiscal Year period begins July 1 and ends June 30.
Initiating Priority Year	Refers to the fiscal year that the land acquisition or construction of the fire station is anticipated to begin.
Target Occupancy	Target occupancy is approximately one to two years from the actual start of construction

**DEVELOPER FEE DETAILED FIRE STATION PLAN**  
**Fiscal Year 2022-23**

**STATIONS OPERATIONAL: REIMBURSEMENT PENDING & IN-PROGRESS\***

Facility	Capital Project Costs	Funding Source*	Station Size, Equip. and Staffing	Comments
<b>Fire Station 128</b> 28450 Whites Canyon Rd. Santa Clarita (City)	Station Development Costs \$ 9,066,972 Principal Paid (720,000) Balance \$ 8,346,972	Commercial Paper Proceeds	9,976 sq. ft. Engine	The site was conveyed to the District by Shappell Industries for developer fee credit. Partial funding totalling \$3.6 million was provided by the American Recovery and Reimbursement Act. The fire station was completed and operational March 1, 2012.
<b>Fire Station 132</b> Wes Thompson Ranch 29310 Sand Canyon. Rd. Santa Clarita (City)	Station Development Costs \$ 8,127,873 Principal Paid (1,155,000) Balance \$ 6,972,873	Commercial Paper Proceeds	9,746 sq. ft. Engine	The site was conveyed to the District by K. Hovnanian (VTM 49621). Apparatus for this permanent station was transferred from temporary Fire Station 132. The permanent station was completed and operational March 12, 2012.
<b>Fire Station 143</b> 28580 Hasley Canyon Rd Santa Clarita Valley (Unincorporated)	Station Development Costs \$ 7,913,986 Principal Paid (185,000) Balance \$ 7,728,986	Commercial Paper Proceeds	9,700 sq. ft. Engine	The land was conveyed by the developer, Newhall Land and Farming, for developer fee credit. The fire station was completed and operational in November 2016.
<b>Fire Station 150</b> 19190 Golden Valley Rd. Santa Clarita (City)	Station Development Costs \$ 11,483,583 Principal Paid (1,800,000) Balance \$ 9,683,583	Commercial Paper Proceeds	19,935 sq. ft. Haz. Mat. Task Force (Engine and Squad) BC/AC HQ	The site was conveyed to the District by Pardee Homes for developer fee credit. A Hazardous Materials Task Force assigned to Fire Station 76 was reassigned to staff this station. The fire station was completed and operational Feb. 1, 2013.
<b>Fire Station 156</b> 24505 Copper Hill Drive Rye Canyon Area Santa Clarita (City)	Station Development Costs \$ 7,512,226 Principal Paid (1,065,000) Balance \$ 6,447,226	Commercial Paper Proceeds	11,152 sq. ft. Engine	The site was conveyed to the District from Newhall Land and Farming for developer fee credit. Apparatus was transferred from temporary Fire Station 156. The station was completed and operational in 2011.
<b>Fire Station 104</b> 26901 Golden Valley Road (at Soledad Canyon) Santa Clarita (City)	Project cost est. \$ 13,247,645 Apparatus 931,230 Total \$ 14,178,875	\$234,000 100% Commercial Paper Proceeds	11,450 sq. ft. Engine	This station replaces temporary Fire Station 104. The land was purchased by the District in Dec. 2010 and the station was completed in 2020.

\*The District is financing costs that exceed the developer fee funds available within Area 2 - Santa Clarita Area of Benefit. The District will be reimbursed the costs it advanced, including interest and administrative charges, from Area 2 as revenues are collected, and from the City of Santa Clarita for the City's proportionate share of fire station facilities financing.

**DEVELOPER FEE DETAILED FIRE STATION PLAN**  
Fiscal Year 2022-23

**PROPOSED FIRE STATIONS**

Facility	Anticipated Capital Project Costs	Amt. Budgeted/ Funding Source	Station Size & Equipment	Comments/Status
<b>Fire Station 33 Expansion</b> 44947 Date Ave. Lancaster (Unincorporated)	<div> <div>Land</div> <div>\$ -</div> </div> <div> <div>Project cost est.</div> <div>TBD</div> </div> <div> <div>Apparatus</div> <div>931,230</div> </div> <div> <div>Total</div> <div>\$ 931,230</div> </div>	\$0	1 Additional Engine Co.	The expansion of Fire Station 33 is necessary to accommodate an additional engine company needed as a result of the increased call volume experienced by Engine 33 due to growth in the area. Construction costs will be included once an estimate of the work to expand the station is completed.

**LAND ACQUISITION ONLY:**

Early land acquisition will ensure that the future fire stations will be optimally placed when these areas develop in the future. The progress of development in these areas will be monitored for timing of the future construction of these stations:

Facility	Anticipated Capital Project Costs	F.Y. 2022-23 Amt. Budgeted/ Funding Source	Comments/Status
<b>Fire Station 138</b> Avenue S and Tierra Subida (Unincorporated Palmdale Area)	<div>Land</div> <div>\$ 361,548</div>	\$871,000 Developer Fees	The City of Palmdale expressed interest in assisting with site acquisition. The District will pursue City participation, however, fire station development will not commence until significant development in the surrounding vicinity occurs.
<b>Fire Station 195</b> Pearblossom Hwy/47th St. E. (Unincorporated Palmdale Area)	<div>Land</div> <div>\$ 361,548</div>	\$400,000 Developer Fees	The City of Palmdale expressed interest in assisting with site acquisition. In addition, there is a proposed development project within this location for which the Fire District may negotiate a station site. Fire station development will not commence until significant development in the vicinity occurs.

**DEVELOPER FEE DETAILED FIRE STATION PLAN**  
**Fiscal Year 2022-23**

Facility	Anticipated Capital Project Costs	Station Size and Equipment	Comments/Status
<b>Fire Station 46 (formerly 177)</b> Newhall Ranch Santa Clarita Valley ( <i>Unincorporated</i> )	Land - Project cost est. 10,391,553 Apparatus 3,307,108 Total \$ 13,698,661	13,500 sq. ft. Engine Quint	Newhall Land to construct and equip according to an MOU for the Newhall Ranch Specific Plan area. This station will be located in the Mission Village. Newhall will also construct a smaller auxiliary building on the same site of the Fire Station. (Tract No. 61105)
<b>Fire Station 113 (formerly 175)</b> Newhall Ranch Santa Clarita Valley ( <i>Unincorporated</i> )	Land \$ - Project cost est. 10,391,553 Apparatus 1,581,644 Total \$ 11,973,197	9,800 sq. ft. Engine Squad	Newhall Land to construct and equip according to an MOU for the Newhall Ranch Specific Plan area. This station will be located in the Landmark Village. (Tract No. 53108)
<b>Fire Station 109 (formerly 176)</b> Newhall Ranch Santa Clarita Valley ( <i>Unincorporated</i> )	Land \$ - Project cost est. 10,391,553 Apparatus 1,193,820 Total \$ 11,585,373	9,800 sq. ft. Engine	Newhall Land to construct and equip according to an MOU for the Newhall Ranch Specific Plan area. This station will be located in Portrero/Homestead. (Tract No. 60678)
<b>Fire Station A (formerly 179)</b> Lyons Ranch Santa Clarita Valley ( <i>Unincorporated</i> )	Land \$ - Project cost est. 10,391,553 Apparatus 1,193,820 Total \$ 11,585,373	10,000 sq. ft. Engine	The developer is to provide a station site in the Lyons Ranch Project for the developer fee credit. (Tract No. 83301)
<b>Fire Station B (formerly 109)</b> Fox Field - vicinity of 40th St. W and Avenue G City of Lancaster ( <i>City</i> )	Land \$ 361,548 Station Dev. Costs 10,391,553 Apparatus 1,193,820 Total \$ 11,946,921	10,000 sq. ft. Engine	
<b>Fire Station C (formerly 113)</b> Avanti South Project 70th Street West and Ave. K-8 City of Lancaster ( <i>City</i> )	Land \$ - Station Dev. Costs 10,391,553 Apparatus 1,193,820 Total \$ 11,585,373	10,000 sq. ft. Engine	The developer is to provide a site within the Avanti South Project area to the District for developer fee credits. (Tract No. 74312)
<b>Fire Station D (formerly 133)</b> Needham Ranch Parkwy near Eternal Valley Mem. Park Santa Clarita ( <i>City</i> ) ( <b>Helispot</b> )	Land \$ 4,190,456 Project cost est. 10,891,553 Apparatus 1,193,820 Total \$ 16,275,829	10,000 sq. ft. Engine	Agreement with developer, City of Santa Clarita for the site executed on 9/9/2019. The site was conveyed to District by Needham Ranch for developer fee credit. (Tract No. 50283)  Helispot is completed and station construction delayed until further notice.
<b>Fire Station E (formerly 600)</b> Valley Cyn. Road at Spring Canyon	Land \$ - Project cost est. 10,391,553 Apparatus 1,193,820 Total \$ 11,585,373	10,000 sq. ft. Engine	The developer, Pardee Homes, is to convey a station site to the District for developer fee credits (Tract No. 48086)



**DEVELOPER FEE DETAILED FIRE STATION PLAN**  
Fiscal Year 2022-23

Facility	Anticipated Capital Project Costs	Station Size and Equipment	Comments/Status
<b>Fire Station F (formerly 174)</b> Neenach Fire Station Antelope Valley ( <i>Unincorporated</i> )	Land \$ 361,548 Project cost est. 10,391,553 Apparatus \$ 1,193,820 Total \$ 11,946,921	4,982 sq. ft. Engine	The District is in the process of identifying potential sites to purchase or lease for a call fire station. Amount Budgeted/Funding Source: \$294,000 Developer Fees
<b>Fire Station G (formerly 142)</b> Sierra Highway/Clanfield Antelope Valley ( <i>Unincorporated</i> ) (Helispot)	Fire Station \$ 9,324,574 Project cost est. 10,891,553 Apparatus 1,193,820 Total \$ 21,409,947	10,000 sq. ft. Engine	The land was acquired by the District in July 2010. A helispot is planned to be constructed at this station site.
<b>Proposed Helispot</b>			
<b>Tesoro</b> Santa Clarita Valley ( <i>Unincorporated</i> ) (Helispot)	Land \$ - Helispot 500,000 Apparatus Total \$ 500,000		The District has requested that a helispot be provided within the Tesoro Del Valle Development Project. (Tract No. 51644)
<b>Other Proposed Stations</b>			
<b>Fire Station H (formerly 139)</b> Anaverde/City Ranch Palmdale ( <i>City</i> )	Land \$ - Project cost est. - Apparatus 1,193,820 Total \$ 1,193,820	10,000 sq. ft. Engine	Per the developer agreement for the Anaverde/City Ranch Project, the developer is required to provide land and construct a permanent fire station to be conveyed to the District.
<b>Fire Station I (formerly 190)</b> Ritter Ranch Palmdale ( <i>City</i> )	Land \$ - Project cost est. - Apparatus 1,193,820 Total \$ 1,193,820	10,000 sq. ft. Engine	Under a 1992 developer agreement for the Ritter Ranch Project, the developer is required to provide land and construct a permanent fire station to be conveyed to the District.
<b>Centennial Fire Station 1</b> Centennial Project Gorman ( <i>City</i> )	Land \$ - Project cost est. - Apparatus 1,193,820 Total \$ 1,193,820	13,000 sq. ft. Engine	Developer to enter into a Development Impact Mitigation Agreement with the District to construct and equip up to four fire stations, as determined by the District, to serve the Centennial Development Project.
<b>Centennial Fire Station 2</b> Centennial Project Gorman ( <i>City</i> )	Land \$ - Project cost est. - Apparatus 1,193,820 Total \$ 1,193,820	10,000 sq. ft. Engine	Developer to enter into a Development Impact Mitigation Agreement with the District to construct and equip up to four fire stations, as determined by the District, to serve the Centennial Development Project.
<b>Centennial Fire Station 3</b> Centennial Project Gorman ( <i>City</i> )	Land \$ - Project cost est. - Apparatus 1,193,820 Total \$ 1,193,820	10,000 sq. ft. Engine	Developer to enter into a Development Impact Mitigation Agreement with the District to construct and equip up to four fire stations, as determined by the District, to serve the Centennial Development Project.

**DEVELOPER FEE DETAILED FIRE STATION PLAN**  
**Fiscal Year 2022-23**

<b>Facility</b>	<b>Anticipated Capital Project Costs</b>	<b>Station Size and Equipment</b>	<b>Comments/Status</b>
<b>Centennial Fire Station 4</b> Centennial Project Gorman ( <i>City</i> )	Land \$ - Project cost est. - Apparatus 1,193,820 Total \$ 1,193,820	10,000 sq. ft. Engine	Developer to enter into a Development Impact Mitigation Agreement with the District to construct and equip up to four fire stations, as determined by the District, to serve the Centennial Development Project.
<b>Fire Station J (formerly Northlake/180)</b> North of Lake Hughes, East of I-5, West of Castaic Lake Castaic Canyon ( <i>Unincorporated</i> )	Land \$ 1,306,800 Project cost est. 10,391,553 Apparatus 1,193,820 Total \$ 12,892,173	10,000 sq. ft. Engine	Developer to construct the proposed project R2018-00408-(5) with a future fire station to be built as part of Phase 2 in future. FS is expected to have a 1.4 acre pad. (Tract No. 73336)
<b>FS TBD</b> East Calabasas area between Stations 68 and 69	Land \$ 1,306,800 Project cost est. 10,035,300 Apparatus 1,193,820 Total \$ 12,535,920	10,000 sq. ft. Engine	Development in this area is limited at this time and construction will not commence until substantial development occurs.

F:\Planning\Developer Fee\2022-23 Update\2022 Five Year Plan Update.xls

**CONSOLIDATED FIRE PROTECTION DISTRICT  
DEVELOPER FEE FUNDS  
2021-22 FISCAL YEAR-END REPORT**

	Area of Benefit 1 LACoFD - 50201 DA 7 <u>Malibu/Santa Monica Mtns.</u> <sup>(a)</sup>	Area of Benefit 2 LACoFD - 50202 DA 8 <u>Santa Clarita Valley</u> <sup>(b)</sup>	Area of Benefit 3 LACoFD - 50203 DA 9 <u>Antelope Valley</u> <sup>(c)</sup>
Fiscal Year 2021-22 Beginning Balance	\$4,684,235.63	\$9,310,363.88	\$30,100,880.19
Total Developer Fee Revenue Collected <sup>(d)</sup>	233,804.65	3,118,488.35	1,240,601.00
Interest Earned	19,119.06	40,641.21	124,174.71
Fund Expenditures	(318.30)	(318.31)	(318.30)
NSF Checks	-	-	-
Refunds	-	-	-
Fiscal Year 2022-23 Beginning Balance	<u><u>\$4,936,841.04</u></u> <sup>(e)</sup>	<u><u>\$12,469,175.13</u></u> <sup>(f)</sup>	<u><u>\$31,465,337.60</u></u> <sup>(g)</sup>

(a) Includes unincorporated areas within Area of Benefit 1 and the Cities of Calabasas and Malibu.

(b) Includes unincorporated areas within Area of Benefit 2 and the City of Santa Clarita.

(c) Includes unincorporated areas within Area of Benefit 3 and the City of Lancaster.

(d) The developer fee rates during FY 2021-22 were as follows:

Area 1 = 1.0414

Area 2 = 1.4316

Area 3 = 0.9921

(e) Funds to be used to develop a fire station in the East Calabasas area when substantial development begins to occur in the area.

(f) Funds use to fund the construction of permanent Fire Station 104 and to reimburse the District for the costs incurred in the development and financing of fire stations 128, 132, 143, 150, and 156.

(g) Funds to be used for land acquisition for Fire Stations 138 and 195 in the unincorporated Palmdale area, expansion of Fire Station 33, and construction of additional stations as detailed in the 2022 Fire Station Plan update.



# COUNTY OF LOS ANGELES FIRE DEPARTMENT

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

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

## BOARD OF SUPERVISORS

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ANTHONY C. MARRONE  
INTERIM FIRE CHIEF  
FORESTER & FIRE WARDEN

January 10, 2023

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:

### **REQUEST TO AUTHORIZE THE SOLE SOURCE ACQUISITION OF A NEW PYXIS MEDSTATION SYSTEM AND APPROVE APPROPRIATION ADJUSTMENT (ALL DISTRICTS) (4-VOTES) FY 2022-23**

#### **SUBJECT**

The Consolidated Fire Protection District of Los Angeles County (District) is requesting Board of Supervisors (Board) approval for the appropriation adjustment and sole source acquisition of a new Pyxis MedStation System (Pyxis System) from Becton, Dickinson and Company (BD) which includes twenty-five Pyxis Machines, a C-II safe vault, Information Technology (IT) infrastructure and support services. This purchase exceeds the \$250,000 capital asset threshold established by the Board and requires Board approval to move forward with the acquisition process at an approximate cost of \$1.161 million.

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

1. Approve the District's request and authorize the Internal Services Department (ISD), as the County's Purchasing Agent, to proceed with the sole source acquisition of a Pyxis System at an approximate cost of \$1.161 million.
2. Approve the appropriation adjustment (Attachment A) to transfer \$1.161 million from the Fire Department – Appropriations for Contingencies to the Emergency Medical Services Budget Unit's Capital Assets - Equipment (CA) and Services & Supplies (S&S) appropriations for the purchase of the twenty-five Pyxis Machines, a C-II safe vault, the

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

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

CARSON  
CERRITOS  
CLAREMONT  
COMMERCE  
COVINA  
CUDAHY  
DIAMOND BAR  
DUARTE

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

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

LAWDALE  
LOMITA  
LYNWOOD  
MALIBU  
MAYWOOD  
NORWALK  
PALMDALE  
PALOS VERDES ESTATES  
PARAMOUNT

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

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

IT infrastructure, and built-in support fees for 12 months.

3. Find that this purchase is exempt from the provision of the California Environmental Quality Act (CEQA).

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The BD Pyxis System is used to store and provide controlled drug restock to all paramedic units. There are more than 1,000 transactions for controlled drugs per month across the current system. The central hub, "C-II safe vault", is the central receiving and distribution site to all of the current satellite Pyxis machines in the field. This system has improved pain management to patients by paramedics by allowing timely access to pain medications. To further support the operations at SoFi stadium, the District is adding a dedicated satellite Pyxis machine at Fire Station 171 in Inglewood. The additional machine will allow the capacity needed to ensure accountability of the controlled drugs needed for events at SoFi Stadium, the Kia Forum, and the new basketball arena under construction in Inglewood.

The current BD Pyxis system is becoming obsolete and cannot support new software updates. The lease expired September 30, 2022, and the existing system is currently paid on a month-to-month basis until a new long-term agreement is in place.

The District has reviewed two options, purchasing the equipment outright or entering a new, 84-month lease.

- 84-Month Lease: The 84-month cost to lease twenty-five Pyxis machines, the CII safe vault, and the IT infrastructure is \$1,865,355. This includes an estimated annual support fee of \$43,283. After the seven-year lease agreement, it is expected that the lease cost will increase substantially.
- Sole Source Acquisition: The cost to purchase twenty-five Pyxis machines, the CII safe vault, the IT infrastructure, and a built-in support fee for 84 months is \$1,420,105. The upfront one-time cost for the purchase is \$1,117,123 and the remaining \$302,982 represents the estimated annual support fee of \$43,283 for 84 months. The savings for the Sole Source Acquisition option compared to the 84-Month Lease option is estimated at \$445,250. However, since the life expectancy of the machines is expected to exceed 84 months and the only cost remaining after the purchase would be the ongoing support fees, the savings will ultimately be significantly higher than \$445,250.

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

Approval of the recommended actions is consistent with the County's Strategic Plan Goal No. I, Strategy 1.2: Enhance Our Delivery of Comprehensive Interventions, by delivering comprehensive and seamless services to those seeking assistance from the County; Goal No. III, Strategy III.3: Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability, by continually assessing our efficiency and effectiveness, maximizing and leveraging resources, and holding ourselves accountable; and Goal No. III, Strategy III.2.3:

Prioritize and Implement Technology Initiatives That Enhance Service Delivery and Increase Efficiency, by supporting implementation of technological enhancements and acquisitions that increase efficiency (e.g. infrastructure, software, hardware, applications) including replacement of legacy systems.

### **FISCAL IMPACT/FINANCING**

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

Approval of the appropriation adjustment will transfer \$1.161 million from the Fire Department – Appropriations for Contingencies to the Fire Department Emergency Medical Services Budget Unit's CA and S&S appropriations to facilitate the purchase of the twenty-five Pyxis Machines, a C-II safe vault, the IT infrastructure, and built-in support fees for the first 12 months. The District will allocate the necessary funds to cover the annual support fee across the life expectancy of the machines.

There is no impact to net County cost.

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

BD is one of the largest global medical technology companies in the world. The Pyxis System is an automated medication dispensing system supporting decentralized medication management. The system helps clinicians dispense medications in a safe, efficient way and provides enterprise-ready integration capabilities previously not seen in other medication management systems. BD will provide a hardware and network architecture, necessary for the proposed solution to operate in an optimal fashion. BD will be responsible for delivery of the solution inclusive of all software licensing, documentation, training, and subsequent software maintenance and technical support.

Pursuant to Board policy adopted and effective October 16, 2001, County departments must obtain Board approval to purchase or finance any equipment with a unit cost, or a fixed asset system with an aggregate total cost, of \$250,000 or greater (inclusive of taxes, freight, and installation) prior to submitting a requisition to the County's Purchasing Agent to process a purchase order.

### **ENVIRONMENTAL DOCUMENTATION**

This acquisition is exempt from CEQA as it will not result in a direct or reasonably foreseeable impact on the environment in accordance with Section 15061(b)(3) of the State of California CEQA guidelines.

### **CONTRACTING PROCESS**

This is a commodity purchase under the statutory authority of the County's Purchasing Agent. The purchase will be requisitioned through and accomplished by the County's Purchasing Agent in accordance with the County's purchasing policies and procedures.

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

The new and updated Pyxis System will greatly enhance the District's ability to protect lives, the environment and property in a safe, more efficient, and cost-effective manner. The current implementation window for the new Pyxis system is slated for first quarter of 2024. The current Pyxis System is becoming obsolete and cannot support new software updates.

**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: Zuleyda Santana, Administrative Services Manager II  
1320 North Eastern Avenue  
Los Angeles, CA 90063  
323-881-6173  
[Zuleyda.Santana@fire.lacounty.gov](mailto:Zuleyda.Santana@fire.lacounty.gov)

Internal Services Department Purchasing & Contracts Services  
Attention: Gerald Plummer, Division Manager  
1100 North Eastern Avenue, Suite 102  
Los Angeles, CA 90063  
[GPlummer@isd.lacounty.gov](mailto:GPlummer@isd.lacounty.gov)

Respectfully submitted,

ANTHONY C. MARRONE, INTERIM FIRE CHIEF

ACM:cs

c: Chief Executive Officer  
Executive Office, Board of Supervisors  
County Counsel  
Internal Services Department



PINK

BA FORM 11162021

BOARD OF SUPERVISORS  
OFFICIAL COPY

November 18, 2022

COUNTY OF LOS ANGELES

**REQUEST FOR APPROPRIATION ADJUSTMENT**

FIRE DEPARTMENT

**AUDITOR-CONTROLLER:**

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

**ADJUSTMENT REQUESTED AND REASONS THEREFORE****2022-23****4 - VOTES**

SOURCES		USES	
FIRE DEPARTMENT		FIRE DEPARTMENT - EMERGENCY MEDICAL SERVICES BUDGET UNIT	
DA1-3303		DA1-FR-6030-40100-40650	
APPROPRIATIONS FOR CONTINGENCIES		CAPITAL ASSETS - EQUIPMENT	
DECREASE APPROPRIATION	1,161,000	INCREASE APPROPRIATION	1,118,000
		FIRE DEPARTMENT - EMERGENCY MEDICAL SERVICES BUDGET UNIT	
		DA1-FR-2000-40100-40650	
		SERVICES & SUPPLIES	
		INCREASE APPROPRIATION	43,000
<b>SOURCES TOTAL</b>		<b>USES TOTAL</b>	
\$ 1,161,000		\$ 1,161,000	

**JUSTIFICATION**

The adjustment recognizes the transfer of \$1.161 million from the Fire Department – Appropriation for Contingencies to Services and Supplies and Capital Assets – Equipment of the Emergency Medical Services Budget Unit to procure twenty-five Pyxis Machines and related infrastructure to store and provide controlled drug restock to all paramedic units.

**Adrian Li**

Digitally signed by Adrian Li  
DN: cn=Adrian Li, o=Los Angeles County Fire Department, ou=Financial  
Management Division, email=adrian.li@fire.lacounty.gov, c=US  
Date: 2022.12.06 09:59:27 -08'00'

AUTHORIZED SIGNATURE

ADRIAN LI, DIVISION MANAGER

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

REFERRED TO THE CHIEF  
EXECUTIVE OFFICER FOR---☐ ACTION☒ RECOMMENDATION

AUDITOR-CONTROLLER

BY **Lan Sam**

Digitally signed by Lan Sam  
Date: 2022.12.07  
08:20:28 -08'00'

B.A. NO. **064**DATE **12/07/2022**☒ APPROVED AS REQUESTED☐ APPROVED AS REVISED

CHIEF EXECUTIVE OFFICER

**Rene C.**  
BY **Phillips**

Digitally signed by Rene C. Phillips  
Date: 2022.12.07  
10:45:08 -08'00'

DATE





# COUNTY OF LOS ANGELES FIRE DEPARTMENT

1320 NORTH EASTERN AVENUE  
LOS ANGELES, CALIFORNIA 90063-3294  
(323) 881-2401  
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ANTHONY C. MARRONE  
INTERIM FIRE CHIEF  
FORESTER & FIRE WARDEN

January 31, 2023

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:

### **ORDINANCE AMENDING TITLE 12 OF THE LOS ANGELES COUNTY CODE EXEMPTION FOR HAZARDOUS MATERIALS HANDLERS AND THE DEFINITION OF HAZARDOUS WASTE LARGE QUANTITY GENERATORS FOR FISCAL YEAR 2022-2023 (ALL DISTRICTS) (3 VOTES)**

#### **SUBJECT**

The Consolidated Fire Protection District of Los Angeles County (District) is requesting Board of Supervisors' approval to amend the definition within the Los Angeles County Code (LACC), Title 12, Chapter 12.52 Hazardous Waste Control of "large quantity generators" to the same standard established in California state law (State law) and federal regulation and to delete the exemption provided to hazardous material handlers of carbon dioxide to be consistent with State law which will allow for permitting and regulating these facilities.

#### **IT IS RECOMMENDED THAT THE BOARD ACTING AS THE GOVERNING BODY OF THE CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY AFTER THE PUBLIC HEARING:**

1. Find that the amendments to Title 12 in the attached ordinance are exempt under the provisions of the California Environmental Quality Act (CEQA) pursuant to CEQA Section 21080(b)(8) and Sections 15273 and 15061(b)(3) of the CEQA Guidelines.
2. Approve and adopt the amendment to the LACC Section 12.52.015(L) that defines "large quantity generators" as a person, business, or business concern that generates 1,000 kilograms or greater of non-acute hazardous waste, 1 kilogram or greater of acute hazardous waste per month, or 100 kilograms or greater of any residue or contaminated

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

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

CARSON  
CERRITOS  
CLAREMONT  
COMMERCE  
COVINA  
CUDAHY  
DIAMOND BAR  
DUARTE

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

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

LAWNDALE  
LOMITA  
LYNWOOD  
MALIBU  
MAYWOOD  
NORWALK  
PALMDALE  
PALOS VERDES ESTATES  
PARAMOUNT

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

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

soil, water, or other debris resulting from the cleanup of a spill, into or on any land or water, of any acute hazardous waste listed in 40 CFR Part 261 § 261.31 or § 261.33(e).

3. Approve the deletion of Exemption 4 in the LACC Section 12.64.040 to be consistent with State law which will allow permitting, regulating, and invoicing facilities that handle carbon dioxide at or greater than 1,000 cubic feet.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The District implements the Hazardous Waste Generator/Tiered Permitting, Hazardous Materials Handler, Aboveground Petroleum Storage Act, and the California Accidental Release Prevention Programs under the auspices of the Unified Program.

The definition of hazardous waste large quantity generator needs to be amended to align with the California Code of Regulations, Title 22, Section 66260.10 and Title 40, Code of Federal Regulations, Part 260. LACC Section 12.52.015(L) defines “large quantity generators” as a person, business, or business concern that generates more than 10,000 pounds of hazardous waste in any month. The State law and federal regulation definition is 1,000 kilograms, 1 kilogram of acutely hazardous waste per month, or 100 kilograms or greater of any residue or contaminated soil, water, or other debris resulting from the cleanup of a spill. LACC 12.52.015(L) needs to be amended to reference 1,000 kilograms or greater per month, 1 kilogram or greater of acute hazardous waste per month or 100 kilograms or greater of any residue or contaminated soil, water, or other debris resulting from the cleanup of a spill.

California Health and Safety Code (H&SC), 25507(a)(5)(C) requires facilities that handle carbon dioxide at or above 1,000 cubic feet to report the activity to the District’s Health Hazardous Materials Division (HHMD). The H&SC requires that handlers of carbon dioxide in the amount of 1,000 cubic feet or more submit a business plan to the HHMD. Exemption 4 of LACC Section 12.64.040 needs to be deleted to be consistent with State law and allow for proper invoicing of the HHMD regulated facilities.

### **IMPLEMENTATION OF STRATEGIC PLAN GOALS**

Approval of the recommended actions is consistent with the County’s Strategic Plan Goal III, Strategy III.3: Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability by continually assessing our efficiency and effectiveness, maximizing, and leveraging resources, and holding ourselves accountable.

### **FISCAL IMPACT/FINANCING**

The District, being a Special District, is funded independently from the County's General Fund since it relies primarily on property tax revenue to provide essential fire protection and emergency medical services. However, the District also charges HHMD fees to its regulated businesses. The proposed deletion of Exemption 4 of Section 12.64.040 will result in more revenue by permitting the facilities that handle carbon dioxide at or above 1,000 cubic feet. Although estimated revenue is still unknown, the District will provide a report back that includes the estimated number of added facilities and the approximate revenue to your Board within 180 days.

There is no impact to net County cost.

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

This request for approval of the definition change and deletion of the exemption is made after compliance with all public notification and hearing requirements as specified in Sections 6062 and 66018 of the Government Code. Proposed ordinance language changes have been approved as to form by County Counsel.

### **ENVIRONMENTAL DOCUMENTATION**

The amendment and deletion are exempt under the provisions of the California Environmental Quality Act (CEQA) pursuant to Public Resources Code Section 21080(b)(8) and Sections 15273 and 15061(b)(3) of the CEQA Guidelines.

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

The amendment to the definition of large quantity generator has no impact on any current projects. The deletion of the exemption for the carbon dioxide permit fee found in Exemption 4 of Section 12.64.040 will allow HHMD to appropriately permit, regulate, and invoice carbon dioxide handler facilities.

**CONCLUSION**

Upon approval by the Board of Supervisors, please instruct the Executive Officer to return the adopted stamped copy of the letter and attachments to the following office:

Consolidated Fire Protection District of Los Angeles County  
Executive Office – Business Operations  
Zuleyda Reyes-Santana, Administrative Services Manager II  
Zuleyda.Reyes@fire.lacounty.gov

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

Respectfully submitted,

ANTHONY C. MARRONE, INTERIM FIRE CHIEF

ACM:mt

Enclosures

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

## **ANALYSIS**

This ordinance amends Title 12 - Environmental Protection of the Los Angeles County Code to amend the definition of "Large quantity generator" in Chapter 12.52, Section 12.52.015; and to remove Exemption 4 of Section 12.64.040 in Chapter 12.64. The County will align and implement the State's threshold for Carbon Dioxide specified in Health & Safety Code, Section 25507 without stating the same requirements in the County Code, and define "Large quantity generator" consistent with California Code of Regulations, Title 22, Section 66260.10 and Title 40, Code of Federal Regulations, Part 260.

Dawyn R. Harrison  
County Counsel

By  
JENNY TAM  
Principal Deputy County Counsel  
Property Division

**ORDINANCE NO. \_\_\_\_\_**

An ordinance amending Title 12 - Environmental Protection of the Los Angeles County Code to amend the definition of "Large quantity generator" in Chapter 12.52 Section 12.52.015; and to remove Exemption 4 of Section 12.64.040 in Chapter 12.64. The County will align and implement the State's threshold for Carbon Dioxide specified in Health & Safety Code, Section 25507 without stating the same requirements in the County Code, and define "Large quantity generator" consistent with California Code of Regulations, Title 22, Section 66260.10 and Title 40, Code of Federal Regulations, Part 260.

The Board of Supervisors of the County of Los Angeles ordains as follows:

**SECTION 1.** Section 12.52.015 is hereby amended to read as follows:

**12.52.015 Definitions.** -

...

L. "Large quantity generator" means a person, business, or business concern which generates ~~more than 10,000 pounds of hazardous waste in any month~~ any of the following amounts in a calendar month:

- 1) Greater than or equal to 1,000 kilograms (2,200 lbs) of non-acute hazardous waste; or
- 2) Greater than 1 kilogram (2.2 lbs) of acute hazardous waste listed in 40 CFR Part 261 § 261.31 or § 261.33(e); or
- 3) Greater than 100 kilograms (220 lbs) of any residue or contaminated soil, water, or other debris resulting from the cleanup of a spill, into or on any land or water, of any acute hazardous waste listed in 40 CFR Part 261 § 261.31 or § 261.33(e)

...

**SECTION 1.** Section 12.64.040 is hereby amended to read as follows:

**12.64.040                      Annual Fees to Be Paid by Handlers of Hazardous  
Materials.**

. . .

**Exemption 4:**

~~Any person, business, or business concern operating a restaurant that handles/stores carbon dioxide in quantities not exceeding the following thresholds shall be exempted from the requirement:~~

- ~~(a) Carbon dioxide non-liquefied compressed gas used for carbonation of beverages and stored in quantities of not more than 6,000 cubic feet at standard temperature and pressure.~~
- ~~(b) Carbon dioxide liquefied compressed gas (refrigerated) used for carbonation of beverages and stored in quantities of not more than 3,500 cubic feet at standard temperature and pressure.~~

. . .