



Board of Supervisors Public Safety Cluster Agenda Review Meeting

DATE: January 8, 2025

TIME: 9:30 a.m. – 11:00 a.m.

MEETING CHAIR: Sandra Croxton, 5th Supervisorial District

CEO MEETING FACILITATOR: Dardy Chen

THIS MEETING IS HELD UNDER THE GUIDELINES OF BOARD POLICY 3.055.

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

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

To participate in the meeting virtually, please call teleconference number

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

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

Members of the Public may address the Public Safety Cluster on any agenda item during General Public Comment.
The meeting chair will determine the amount of time allowed for each item.
THIS TELECONFERENCE WILL BE MUTED FOR ALL CALLERS. PLEASE DIAL *6 TO UNMUTE YOUR PHONE WHEN IT IS YOUR TIME TO SPEAK.

1. CALL TO ORDER

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

A. BOARD LETTER:

Del Valle Grading Project, Capital Project No. 89159
Speaker(s): Tom Brown (FIRE)

B. BOARD LETTER:

Adopt a Resolution to Authorize Acceptance of and Participation in the California Boating Safety and Enforcement Financial Aid Program for Fiscal Year 2025-26
Speaker(s): Lisa Dye and Jack Ewell (SHERIFF'S)

C. BOARD LETTER:

Request to Authorize the Acquisition of Two (2) Replacement Fuel Trucks for Aero Bureau

Speaker(s): Salvador Rios and Blanca Arevalo (SHERIFF'S)

3. BOARD MOTION ITEM(S):

SD-5 • None

SD-1 • None

SD-2 • None

SD-3 • None

SD-4 • None

4. PRESENTATION/DISCUSSION ITEM(S):

A. BOARD LETTER:

Approve and Adopt the Resolution to Increase the Developer Fee for the Consolidated Fire Protection District of Los Angeles County

Speaker(s): Marcia Velasquez, Christopher Snee and Michael Blackwood (FIRE)

B. BOARD LETTER:

Delegate Authority to the Los Angeles County District Attorney's Office to Execute a Contract with a Special Prosecutor to Investigate, Provide Recommendations, and Prosecute Police Misconduct Cases

Speaker(s): Jonathan McCaverty (CO.CO.)

C. BOARD BRIEFING:

Taser Policy Briefing

Speaker(s): Peter Bibring (OIG)

D. BOARD BRIEFING:

Probation Oversight Commission (POC) and Office of Inspector General (OIG)

Probation Monthly Briefing

Speaker(s): Wendelyn Julien (POC) and Eric Bates (OIG)

5. PUBLIC COMMENTS

6. ADJOURNMENT

CLOSED SESSION ITEM(S):

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

Michael Simpson v. County of Los Angeles, et al.

United States District Court Case No. 2:21-CV-04403

Department: Sheriff's

7. UPCOMING ITEM(S) FOR JANUARY 15, 2025

A. BOARD LETTER:

Fire Station 83 Underground Piping Replacement Project, Capital Project
No. 89103

Speaker(s): Tom Brown (FIRE)

B. BOARD LETTER:

Request for Approval to Award Master Agreements and Work Orders for
Justice Support Services

Speaker(s): Edward Mokhtarian (JCOD)

C. BOARD LETTER:

Barry J. Nidorf Secure Youth Track Facility Security and Kitchen Upgrades
Project

Speaker(s): Tom Afschar (PW)

D. BOARD LETTER:

Camp Glenn Rockey Security Upgrades Project

Speaker(s): Tom Afschar (PW)

E. BOARD BRIEFING:

ROSAS Briefing

Speaker(s): Geradette Montoya (SHERIFF'S)

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

PUBLIC_SAFETY_COMMENTS@CEO.LACOUNTY.GOV

BOARD LETTER/MEMO CLUSTER FACT SHEET

 Board Letter

 Board Memo

 Other

CLUSTER AGENDA REVIEW DATE	1/8/2025	
BOARD MEETING DATE	1/21/2025	
SUPERVISORIAL DISTRICT AFFECTED	<input type="checkbox"/> All <input type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input type="checkbox"/> 4 th <input checked="" type="checkbox"/> 5 th	
DEPARTMENT(S)	Public Works	
SUBJECT	CP Del Valle Grading Project	
PROGRAM	N/A	
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
	If Yes, please explain why: N/A	
SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No – Not Applicable If unsure whether a matter is subject to the Levine Act, e-mail your packet to EOLevineAct@bos.lacounty.gov to avoid delays in scheduling your Board Letter.	
DEADLINES/ TIME CONSTRAINTS	N/A	
COST & FUNDING	Total cost: \$76,508	Funding source: Capital Project No. 89159
	TERMS (if applicable): N/A	
	Explanation: N/A	
PURPOSE OF REQUEST	Approve and authorize the Director of Public Works to execute a change order for a not-to-exceed amount of \$76,508; find the scope of the change order work is within the scope of the impacts analyzed in the previously adopted Negative Declaration.	
BACKGROUND (include internal/external issues that may exist including any related motions)	<p>On August 8, 2023, the Board approved the project, adopted plans and specifications, approved advertisement for construction bids, and authorized the Director of Public Works to award and execute a construction contract to the apparent lowest responsive and responsible bidder, if the low-bid could be awarded within the approved total budget. On February 8, 2024, a construction contract was executed with Access Pacific Inc., to construct the project.</p> <p>Approval of the recommended actions will allow Public Works to execute a change order to address an unforeseen condition, which requires an increased lateral waterline and extended length of line.</p>	
EQUITY INDEX OR LENS WAS UTILIZED	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:	
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please state which one(s) and explain how: The project supports Board Priority No. 7, Sustainability, by investing in County buildings to update and provide efficient County workforce environments, which will lead to improved productivity	

**DEPARTMENTAL
CONTACTS**

Name, Title, Phone # & Email:

Vincent Yu, Deputy Director, (626) 458-4010, cell (626) 614-7217,
vyu@pw.lacounty.gov



MARK PESTRELLA, Director

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

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

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

IN REPLY PLEASE
REFER TO FILE:

January 21, 2025

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

Dear Supervisors:

**CONSTRUCTION CONTRACT
CONSTRUCTION MANAGEMENT CORE SERVICE AREA
DEL VALLE GRADING PROJECT
APPROVE CONSTRUCTION CHANGE ORDER
CAPITAL PROJECT NO. 89159
FISCAL YEAR 2024-25
(SUPERVISORIAL DISTRICT 5)
(4 VOTES)**

SUBJECT

Public Works is seeking Board approval to execute a construction change order with Access Pacific, Inc., for the Del Valle Grading Project for a not-to-exceed amount of \$76,508.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the scope of work to be carried out by the proposed change order is within the scope of impacts in the previously adopted Negative Declaration for the project under the California Environmental Quality Act for the reasons stated in the Board letter and in the record of the project.
2. Approve and authorize the Director of Public Works or his designee to finalize negotiations and execute a change order with Access Pacific, Inc., for a not-to-exceed amount of \$76,508 to install an 8-inch lateral waterline to connect with the existing 8-inch waterline point of connection.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommended actions will find that the scope of work in the proposed change order is within the scope of the impacts in the previously adopted Negative Declaration under the California Environmental Quality Act (CEQA) and authorize Public Works to execute a change order for a not-to-exceed amount of \$76,508, within the Board-approved project budget of \$1,326,000.

Background

The Del Valle Grading Project is located at the site of the Del Valle Regional Training Facility at 28101 Chiquito Canyon Road, Castaic, CA 91384. The Del Valle Regional Training Facility is a Fire Department Facility and serves as a dedicated center for emergency response training, providing high-quality, and realistic training experiences in a controlled environment.

The project includes grading, over-excavation, and compaction to install a new 4,500-square-foot concrete pad and foundation for the future installation of a live fire training prop (consisting of shipping containers). The construction contract was executed on February 8, 2024, for the total contract sum of \$803,000; after the successful bidder's completion of a satisfactory and compliant project schedule.

The project plans called for connecting a proposed new lateral waterline to an existing 6-inch waterline point of connection. However, after the start of construction Access Pacific Inc., was unable to locate the point of connection per the as-built plans, which were later determined to be erroneously labeled. The closest waterline in the area was an 8-inch line approximately 160 feet away. To maintain the project schedule and avoid delay costs, a proceed order was issued to the contractor to excavate, trench, and install a 160-linear-foot, 8-inch lateral line to connect to the existing 8-inch waterline.

Approval of the recommended actions will allow Public Works to execute a change order for the unforeseen lateral waterline extension and installation, within the previously Board-approved project budget. Upon approval of the recommended actions, the change order will be executed and the Del Valle Grading project will be finalized and closed out.

Implementation of Strategic Plan Goals

These recommendations support the County Strategic Plan: North Star 3, Realize Tomorrows Government Today, Focus Area Goal F, Flexible and Efficient Infrastructure Strategy ii, Modernize Infrastructure, by evaluating our current Capital Projects and identifying the need to replace or modernize legacy/obsolete infrastructure. These recommended actions support the Strategic Plan by investing in public safety infrastructure improvements that will enhance the quality and delivery of Fire Department services to the residents of Los Angeles County.

FISCAL IMPACT/FINANCING

Approval of the recommended actions will allow Public Works to issue a change order to Access for a not-to-exceed amount of \$76,508. Public Works has reviewed the change order and determined the cost to be fair and consistent with the work value for the industry. There is sufficient funding in the project budget to cover the cost of the proposed change order. Enclosure A reflects the reallocation of funding for the change order within the approved project budget.

There is no net County cost impact associated with the recommended actions.

Operating Budget Impact

Following completion of the project, Fire Department will request and fund annual ongoing maintenance and operational costs, as needed, with departmental resources in future budget phases.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Section 20137 of the Public Contract Code allows the Board, with a four-fifths vote, to authorize an individual change order to a construction contract that is 10 percent or less of the original contract amount without having to obtain bids for the work. The proposed change order is less than 10 percent of the original contract sum and is, therefore, within the statutory threshold.

In accordance with the Board's Civic Art Policy amended on August 4, 2020, the project budget includes a \$9,200 Civic Art allocation and will not be impacted by the proposed change order.

ENVIRONMENTAL DOCUMENTATION

A Negative Declaration was adopted by the Board for the entire Del Valle development in 1991 pursuant to the provisions of CEQA, which included development of the 160-acre site primarily as a training facility for both manipulative and academic training. The work included in the change order falls within the project analyzed in the previously adopted negative declaration as it will provide an equipment prop (manipulative) to enhance the training experience of emergency response personnel. There have been no changes to the project or the conditions under which it will be undertaken that require further review under CEQA in the proposed development of the site and the currently proposed work will continue to comply with applicable regulations.

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

CONTRACTING PROCESS

On August 8, 2023, the Board approved a total project budget of \$1,326,000 for the Del Valle Grading Project, including a change order contingency of \$135,000. The Board also delegated authority to the Director of Public Works or his designee to approve change orders for a maximum of \$52,650 for any single change, subject to the limits that the aggregate amount of all such delegated authority change orders does not exceed 25 percent of the original contract amount as set forth in Public Contract Code Section 20145.

Public Works has executed four change orders under delegated authority for a total of \$56,088. The proposed change order for \$76,508 represents 9.5 percent of the original contract sum of \$803,000. Approval of the recommended actions will increase the total change order expenditure to \$132,596, or approximately 16.5 percent of the contract value.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The recommended change order will not result in any additional impacts to the current services on the Del Valle Grading Project.

The Honorable Board of Supervisors
January 21, 2025
Page 5

CONCLUSION

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

Respectfully submitted,

MARK PESTRELLA, PE
Director of Public Works

MP:HA:cg

Enclosure

c: Arts and Culture (Civic Art Division)
Auditor-Controller
Chief Executive Office (Capital Programs Division)
County Counsel
Executive Office
Fire Department

**CONSTRUCTION CONTRACT
CONSTRUCTION MANAGEMENT CORE SERVICE AREA
DEL VALLE GRADING PROJECT
APPROVE CONSTRUCTION CHANGE ORDER
CAPITAL PROJECT NO. 89159
FISCAL YEAR 2024-25
(SUPERVISORIAL DISTRICT 5)
(4 VOTES)**

I. PROJECT SCHEDULE SUMMARY

Project Activity	Previous Scheduled Completion Date	Scheduled Completion Date
Construction Documents	10/2022	10/2022*
Jurisdictional Approvals	01/2023	01/2023*
Construction Award	09/2023	01/2024*
Construction Start	09/2023	02/2024*
Substantial Completion	11/2023	07/2024*
Project Acceptance	12/2023	02/2025

*Completed Activity

II. PROJECT BUDGET SUMMARY

Project Budget Category	Board Approved Budget	Impact of this Action	Revised Budget
Construction	\$ 900,000	\$ 132,596	\$1,032,596
Change Order Contingency	\$ 135,000	(\$132,596)	\$ 2,404
Civic Art	\$ 9,200	\$ 0	\$ 9,200
Hard Cost Sub-Total	\$1,044,200	\$ 0	\$1,044,200
Plans and Specifications	\$ 16,000	\$ 0	\$ 16,000
Consultant Services	\$ 72,800	\$ 0	\$ 72,800
Miscellaneous Expenditures	\$ 14,000	\$ 0	\$ 14,000
Jurisdictional Review	\$ 31,000	\$ 0	\$ 31,000
County Services	\$ 148,000	\$ 0	\$ 148,500
Soft Cost Sub-Total	\$ 281,800	\$ 0	\$ 281,800
Total Project Cost	\$1,326,000	\$ 0	\$1,326,000

BOARD LETTER/MEMO CLUSTER FACT SHEET

 Board Letter

 Board Memo

 Other

CLUSTER AGENDA REVIEW DATE	1/8/2025		
BOARD MEETING DATE	1/25/2024		
SUPERVISORIAL DISTRICT AFFECTED	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input type="checkbox"/> 4 th <input type="checkbox"/> 5 th		
DEPARTMENT(S)	Sheriff's Department		
SUBJECT	Adopt a resolution to authorize participation in the California Department of Parks and Recreation, Division of Boating and Waterways for the FY 2025-26 California Boating Safety and Enforcement Financial Aid Program		
PROGRAM	The California Boating Safety and Enforcement Financial Aid Program		
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
	If Yes, please explain why:		
SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No – Not Applicable If unsure whether a matter is subject to the Levine Act, email your packet to EOLevineAct@bos.lacounty.gov to avoid delays in scheduling your Board Letter.		
DEADLINES/ TIME CONSTRAINTS	December 30, 2024		
COST & FUNDING	Total cost:	\$2,120,000	Funding source:
			The Sheriff's Department has identified sufficient funding within its operating budget.
	TERMS (if applicable):		
	Explanation:		
PURPOSE OF REQUEST	The purpose is to request a signed resolution and approval to authorize the Sheriff of Los Angeles County to apply for and execute the FY 2025-26 California Boating Safety and Enforcement Financial Aid Program.		
BACKGROUND (include internal/external issues that may exist including any related motions)	Since FY 2006-07 (with the exception of FY 2022-23), the Sheriff's Department has been the subrecipient of these funds through LA County Fire Department but has decided to apply for these funds as a standalone application.		
EQUITY INDEX OR LENS WAS UTILIZED	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:		
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please state which one(s) and explain how: County's Strategic Plan's North Star III: Realize tomorrow's government today; Focus Area G: Internal Controls and Processes: Strengthen our internal controls and processes, while being cognizant of efficiency, to continue good stewardship of the		

	public trust and fiscal responsibility; Strategy I. Maximize Revenue: Implement processes to systematically leverage resources to help fund County initiatives.
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Lisa Dye, Grants Unit Supervisor, 213-229-1810 Jack Ewell, Division Chief, 213-229-2205

DRAFT

January 28, 2025

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:

**ADOPT A RESOLUTION TO AUTHORIZE ACCEPTANCE OF AND
PARTICIPATION IN THE CALIFORNIA BOATING SAFETY AND ENFORCEMENT
FINANCIAL AID PROGRAM FOR FISCAL YEAR 2025-26
(ALL DISTRICTS) (3 VOTES)**

SUBJECT

Adopt a resolution to accept funding offered by the State of California (State) through the California Department of Parks and Recreation, Division of Boating and Waterways (DBW) in support of boating safety and enforcement on waters within Los Angeles County (County).

IT IS RECOMMENDED THAT THE BOARD:

1. Adopt the attached Resolution whereby the Board:
 - Accepts the Legislature's commitment to provide future baseline funding for the County and gives priority consideration to any application submitted by the County to secure State funding, in support of boating safety and enforcement on waters within the County.
 - Reaffirms the continued participation of the County, through the Los Angeles County Sheriff's Department (Department), in the California Boating Safety and Enforcement Financial Aid Program (Program) for Fiscal Year (FY) 2025-26.

- Certifies that the County, as a participant in the Program, shall expend the equivalent of 100 percent of its revenues collected from personal property tax on vessels of boat owners within the County for boating safety and enforcement.
 - Authorizes the Sheriff, or his designee(s), as County agents to sign and submit an application and related expenditure reimbursement claims to DBW for State funding.
 - Authorizes the State funding received through the Program to be distributed to the Department.
 - Authorizes the Los Angeles County Auditor-Controller to certify the amount of prior year vessel taxes received by the County.
 - Authorizes the Sheriff, or his designee, as the County agent to sign the grant award agreement, if awarded.
2. Find that the resolution and the funding of the County programs are exempt from the California Environmental Quality Act (CEQA), Section 15061(b)(3) of the CEQA Guidelines.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The DBW offers funding as long as the County conducts boating safety and enforcement activities. The DBW requires one adopted resolution by the Board per FY to designate one or more agencies to participate in the Program. The DBW is requesting that the attached resolution for FY 2025-26 be executed for submission with the application.

The designation of the Sheriff, or his designee(s), as signatories to the Department application is consistent with the Board's instructions of December 8, 1994, to pursue long-term funding from the State.

Implementation of Strategic Plan Goals

Approval of the recommended actions will support the County's Strategic Plan's North Star III: Realize tomorrow's government today; Focus Area G: Internal Controls and Processes: Strengthen our internal controls and processes, while being cognizant of efficiency, to continue good stewardship of the public trust and fiscal responsibility;

Strategy I. Maximize Revenue: Implement processes to systematically leverage resources to help fund County initiatives.

FISCAL IMPACT/FINANCING

All funds received, up to the \$2,120,000 maximum, will offset existing expenses that would be incurred by the Department's boating and waterways enforcement operations regardless of any subsidies

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Under the Program, the DBW provides financial aid from the Harbors and Watercraft Revolving Fund to counties, as authorized by Section 663.7 of the Harbors and Navigation Code. This Program has existed since 1995 and complies with an agreement for the State to provide funding to the County as part of the ownership transfer of eight beaches. A key part of the agreement was the State's commitment to provide long-term funding assistance to the region. In previous years, the Department has been the subrecipient of these funds, which were received and distributed by the Los Angeles County Fire Department. The Department has applied to receive the funding directly pursuant to the FY 2023-24 Final Adopted Budget approved by the Board on September 12, 2023.

The Harbors and Navigation Code and application criteria require that the Board, by resolution, authorize the County's participation in the Program and certify that the County will expend no less than 100 percent of the amount collected from personal property taxes on vessels for boating safety and enforcement programs during the funding year.

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

ENVIRONMENTAL DOCUMENTATION

This Resolution and the funding of the County programs are exempt from the CEQA, pursuant to CEQA Guidelines, Section 15061(b)(3).

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The services shall continue upon execution of this Agreement.

CONCLUSION

Continued participation in the Program will prevent disruption to the Department's boating safety and law enforcement efforts. The Board's adoption of the Resolution authorizes participation in the Program.

Upon approval by the Board, please return four copies of the adopted Board letter and attachments to the Department's Grants Unit.

Sincerely,

ROBERT G. LUNA
SHERIFF

DRAFT

RESOLUTION

WHEREAS, the California Department of Parks and Recreation, Division of Boating and Waterways, pursuant to Section 663.7 of the Harbors and Navigation Code, provides supplemental State funding under the State Boating Safety and Enforcement Financial Aid Program to qualifying counties for boating safety and enforcement programs on waters under their jurisdiction; and

WHEREAS, the County of Los Angeles is charged with providing vital boating safety and enforcement services to a population in excess of nine (9) million people and over 60,000 registered boaters; and

WHEREAS, the County of Los Angeles, has received prior boating safety and enforcement allocations from the California Department of Parks and Recreation, Division of Boating and Waterways, in Fiscal Years (FYs) 1995-1996 through 2021-2022, and 2023-2024, which has established an annual baseline funding for future participation in the program in accordance with Subdivision (g) of Section 5002.6 of the Public Resource Code and as addressed by Assembly Bill 122 (Rainey), Chapter 971, Statutes of 1996, Section 2 under the Harbors and Navigation Code Sections 85.2 and 663.7(a) and (c)(1).

WHEREAS, the current levels of those boating safety and enforcement services will continue through the Los Angeles County Sheriff's Department; and

WHEREAS, allocation of said funding to any county or a public agency therein is contingent upon the County's governing body, the Board of Supervisors, adopting a resolution authorizing participation in the California Boating Safety and Enforcement Financial Aid Program and certifying that, during the funding year, an amount at least equal to the total amount collected by the County from personal property taxes on vessels will be expended on specified boating safety programs; and

WHEREAS, the Board of Supervisors of the County of Los Angeles and the Los Angeles County Sheriff's Department wish to participate in the California Boating Safety and Enforcement Financial Aid Program administered by the California Department of Parks and Recreation, Division of Boating and Waterways, and will distribute the funds from the Boating Safety and Enforcement Financial Aid Program solely to the Los Angeles County Sheriff's Department.

NOW, THEREFORE BE IT RESOLVED by the Board of Supervisors of the County of Los Angeles that the County of Los Angeles and the Los Angeles County Sheriff's Department is hereby authorized to participate in and apply for the California Boating Safety and Enforcement Financial Aid Program for FY 2025-2026.

BE IT FURTHER RESOLVED that the Board of Supervisors of the County of Los Angeles hereby certifies that during FY 2025-2026, the funding year, an amount equal to 100 percent of the amount received by the County in personal property taxes levied on vessels of boat owners within the County during FY 2024-

2025, the most recent fiscal year for which the annual total figure is available, will be expended on specified boating safety programs.

BE IT FURTHER RESOLVED that the Board of Supervisors of the County of Los Angeles hereby authorizes the Los Angeles County Auditor-Controller to certify the FY 2024-25 vessel taxes received by the county.

BE IT FURTHER RESOLVED that the Board of Supervisors of the County of Los Angeles hereby authorizes the Sheriff of the Los Angeles County Sheriff's Department, Robert G. Luna, or his designee, as the County agent, to sign and submit this application and related expenditure reimbursement claims and be the County agent for future applications under the California Boating Safety and Enforcement Financial Aid Program subject to funding application filed pursuant to Harbors and Navigation Code Section 663.7 subdivision (c)(1).

BE IT FURTHER RESOLVED that the Board of Supervisors of the County of Los Angeles hereby authorizes the Sheriff of the Los Angeles County Sheriff's Department, Robert G. Luna, or his designee, as the County agent, to sign the grant award agreement, if awarded.

The foregoing resolution was adopted on the _____ day of _____, 2024, by the Board of Supervisors of the County of Los Angeles and the ex officio governing body of all other special assessment and taxing districts, agencies, and authorities for which said Board also acts.

CELIA ZAVALA, Executive Officer
Clerk of the Board of Supervisors of
the County of Los Angeles

By _____
Deputy

APPROVED AS TO FORM
DAWYN R. HARRISON
County Counsel

By *Michèle Jackson*
Principal Deputy County Counsel

DRAFT

BOARD LETTER/MEMO CLUSTER FACT SHEET

 Board Letter

 Board Memo

 Other

CLUSTER AGENDA REVIEW DATE	1/8/2025	
BOARD MEETING DATE	1/28/2025	
SUPERVISORIAL DISTRICT AFFECTED	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input type="checkbox"/> 4 th <input type="checkbox"/> 5 th	
DEPARTMENT(S)	SHERIFF	
SUBJECT	REQUEST TO AUTHORIZE THE ACQUISITION OF TWO (2) REPLACEMENT FUEL TRUCKS FOR AERO BUREAU	
PROGRAM	REPLACEMENT OF EXISTING FUEL TRUCKS AT AERO BUREAU	
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
	If Yes, please explain why:	
SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No – Not Applicable	
DEADLINES/ TIME CONSTRAINTS	THERE IS AN IMMEDIATE NEED TO REPLACE TWO OF THE REFUELERS AT AERO BUREAU AS THEY ARE CURRENTLY INOPERABLE, LIMITING AERO'S ABILITY TO FUEL ITS AIRCRAFT FLEET, WHICH CAN CAUSE AERO'S FLEET TO BE GROUNDED FOR EXTENDED PERIODS.	
COST & FUNDING	Total cost: APPROX. \$700,000	Funding source: ASSET FORFEITURE
	TERMS (if applicable):	
	Explanation:	
PURPOSE OF REQUEST	TO REQUEST BOARD AUTHORIZATION TO PROCEED WITH THE SOLICITATION AND ACQUISITION OF TWO (2) REPLACEMENT FUEL TRUCKS.	
BACKGROUND (include internal/external issues that may exist including any related motions)	<p>AERO BUREAU CURRENTLY HAS SIX REFUELERS POSITIONED THROUGHOUT LOS ANGELES COUNTY TO ENSURE THAT JET A-1 GRADE FUEL IS ACCESSIBLE FOR THE DEPARTMENT'S FLEET OF HELICOPTERS. JET A-1 IS A SPECIFIC TYPE OF AVIATION FUEL USED IN AIRCRAFT.</p> <p>DUE TO THE AGE OF THE CURRENT REFUELERS, THEY ARE IN CONSTANT NEED OF REPAIR, OFTEN RENDERING SOME INOPERABLE. AERO BUREAU ALSO FACES CHALLENGES IN FINDING PARTS AND COMPONENTS FOR THESE REFUELERS, AND OFTEN NEEDS TO HAVE THESE PARTS/COMPONENTS SPECIFICALLY FABRICATED AT A PREMIUM. PRESENTLY, AERO BUREAU HAS TWO REFUELERS AT THE LONG BEACH AIRPORT FACILITY, ONE AT THE PITCHESS DETENTION CENTER HELIPAD, ONE AT LOS HILLS SHERIFF'S STATION, AND TWO THAT ARE INOPERABLE. TYPICALLY, A REFUELER IS STATIONED AT BRACKETT AIRFIELD, BUT DUE TO THE LIMITED NUMBER OF OPERATIONAL REFUELERS, IT HAS BEEN MOVED BACK TO LONG BEACH. THE REFUELERS AT LONG BEACH ARE CURRENTLY USED TO TRANSPORT JET A-1 FUEL BECAUSE THE INGROUND FUEL TANKS ARE INOPERABLE.</p>	

EQUITY INDEX OR LENS WAS UTILIZED	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please state which one(s) and explain how:
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: BLANCA R. AREVALO, CAPTAIN, (562) 421-1010, BRAreval@lasd.org SALVADOR G. RIOS, SERGEANT, (562) 421-2701, SGRios@lasd.org

DRAFT

January 28, 2025

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

Dear Supervisors:

**REQUEST TO AUTHORIZE THE ACQUISITION OF TWO (2)
REPLACEMENT FUEL TRUCKS FOR AERO BUREAU
(ALL DISTRICTS) (3 VOTES)**

SUBJECT

The Los Angeles County (County) Sheriff's Department (Department) seeks approval to authorize the acquisition of two (2) replacement fuel trucks. The replacement fuel trucks cost approximately \$347,633 each. This purchase exceeds the \$250,000 capital asset threshold established by the Board of Supervisors (Board) and requires your approval to move forward with the acquisition process.

IT IS RECOMMENDED THAT THE BOARD:

Authorize the Internal Services Department (ISD), as the County's Purchasing Agent, to proceed with the solicitation and acquisition of two (2) replacement fuel trucks.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of this recommended action is to purchase two fuel trucks for Aero Bureau. These refuelers are large trucks designed to transport fuel between facilities, replacing the two (2) current inoperable refuelers, SX1365 and SX1366, in Aero Bureau's fleet.

Aero Bureau currently has six (6) refuelers positioned throughout the County to ensure that Jet A-1 grade fuel is accessible for the Department's fleet of helicopters. Jet A-1 is a specific type of aviation fuel used in aircraft.

Due to the age of the current refuelers, they are in constant need of repair, often rendering some inoperable. Aero Bureau also faces challenges in finding parts and components for these refuelers, and often need to be specifically fabricated at a higher premium. Presently, Aero Bureau has six refuelers, two are inoperable, two are located at the Long Beach Airport facility, one is at Pitchess Detention Center helipad, and one at Lost Hills Sheriff's Station. Typically, a refueler is stationed at Brackett Airfield, but due to the limited number of operational refuelers, it has been moved back to Long Beach. The refuelers at Long Beach are currently used to transport Jet A-1 fuel because the inground fuel tanks are inoperable.

Implementation of Strategic Plan Goals

The recommended action is consistent with the principles of the County's Strategic Plan's North Star 3: Realize tomorrow's government today; Focus Area Goal G: Internal Controls and Processes, by continuing to strengthen the Department's internal controls and processes and demonstrating fiscal responsibility by effectively and efficiently managing and maximizing the use of County assets to align with the County's highest priority needs.

FISCAL IMPACT/FINANCING

The total estimated cost of two (2) refueler trucks is approximately \$700,000. The purchase will be funded by the use of the Asset Forfeiture Fund.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On October 16, 2001, the Board approved the classification categories for fixed assets and new requirements for major fixed assets (now referred to as capital assets) acquisitions requiring County departments to obtain Board approval to purchase or finance equipment with a unit cost of \$250,000, or greater, prior to submitting their requisitions to ISD.

ENVIRONMENTAL DOCUMENTATION

The acquisition of two (2) refuelers is exempt from the California Environmental Quality Act as it will not result in a direct or reasonably foreseeable impact on the environment in accordance with Section 15061(b)(c) of the State of California Environmental Quality Act 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 acquisition of two refuelers will significantly enhance the Department's operational efficiency in fueling its helicopter fleet. With reliable and efficient refueling capabilities, the Department can ensure that helicopters are promptly fueled and ready for deployment, thereby improving response times during critical operations.

CONCLUSION

Upon Board approval, it is requested that the Executive Officer-Clerk of the Board return one original executed copy of the Board letter to the Department's Special Operations Division.

Sincerely,

ROBERT G. LUNA
SHERIFF

COUNTY OF LOS ANGELES
SHERIFF'S DEPARTMENT
"A Tradition of Service Since 1850"

DATE: September 24, 2024

FILE NO:

OFFICE CORRESPONDENCE

FROM:  JACK W. EWELL, CHIEF
SPECIAL OPERATIONS DIVISION

TO: CONRAD MEREDITH
DIVISION DIRECTOR
ADMINISTRATIVE SERVICES DIVISION

SUBJECT: REQUEST FOR THE USE OF ASSET FORFEITURE FUNDS

The purpose of this memorandum is to request the use of asset forfeiture funds for the purchase of two (2) Rampmaster 5000S refuelers. These refuelers are large trucks which can transport fuel from one facility to another. These new refuelers will replace the two current refuelers that are inoperable, SX1365 and SX1366, which are part of Aero Bureau's fleet.

Aero Bureau currently has six refuelers positioned in various locations throughout Los Angeles County (County) to ensure Jet A-1 grade fuel is accessible to the Department's fleet of helicopters. Jet A-1 grade fuel is a specific type of aviation fuel used in aircraft.

Due to the age of the current refuelers at Aero Bureau, they are in constant need of repair, and some are simultaneously inoperable. Currently, Aero Bureau has two refuelers at the Long Beach Airport facility, one refueler is at the Pitchess Detention Center helipad, one is at Lost Hills Sheriff's Station, and the other two are inoperable. A refueler is normally stationed at Brackett Airfield but due to the limited amount of operational refuelers, it was brought back to the Long Beach Airport facility. The refuelers at the Long Beach Airport facility are used to transport Jet A-1 grade fuel to helicopters as the inground fuel tanks are currently inoperable.

Parts are becoming scarce for Aero Bureau's aging fleet of refuelers, and many parts and components must be specifically fabricated at a higher premium. Additionally, the deterioration of the inground tanks throughout the County, and due to the lack of familiarization with Jet A-1 grade fuel equipment by Facilities Services Bureau (FSB) technicians, the inground tanks are constantly inoperable, including those at the Long Beach Airport facility. FSB's technicians are not trained nor certified to work on Jet A-1 grade fuel equipment. The scope of work to properly maintain and service Aero Bureau's Jet A-1 grade fuel facilities is beyond FSB's capabilities, as



their range of work and experience is with automotive gas and diesel fuel. Without certified technicians to work on and maintain the Jet A-1 grade fuel equipment and inground tanks, FSB must utilize outside contractors to ensure the fueling systems work properly and efficiently. This results in severe delays and neglects the fueling systems. This forces Aero Bureau personnel to constantly utilize the operable refuelers and shuffle them around throughout the different facilities in the County.

Aero Bureau recently received funding to repair and maintain the inground tanks and equipment at the Long Beach Airport facility. Although these repairs were crucial and will alleviate some issues, the need for the refuelers remains the same. For example, if the inground fueling system becomes inoperable at the Long Beach Airport facility, it can cause the grounding of an aircraft until a refueler can be brought over to the facility from one of the other locations, and/or fuel may be obtained from an outside vendor who can deliver the Jet A-1 grade fuel, but at a significantly higher premium. Either way, this causes significant delays in providing service to the citizens of Los Angeles County.

The cost for the two (2) refuelers is approximately \$695,266 (\$347,633 each), not including tax or shipping costs. Per Communications and Fleet Management Bureau, the estimated maintenance cost is \$4,322 a year per refueler, and the estimated fuel cost is \$1,739 a year, per refueler.

Justification for not using General Fund A01

A request was submitted for the purchase of the aircraft refueler in the FY 2024-2025 Recommended Budget request. The need to obtain this refueler is critical for Aero Bureau's operation and deployment of aircraft throughout the County. If this request is not funded, Aero Bureau will be limited in its ability to fuel its aircraft fleet, and forced to be grounded for extended periods.

The proposed use complies with established guidelines pertaining to the equitable sharing of state and federal and forfeited property for the use by state and local law enforcement agencies:

Permissible Uses: (please select one of the drop-down options from A through K by clicking at the "Choose an item" down below)

A. Law enforcement operations and investigations

Should you have any questions or require additional information, please contact Captain Blanca R. Arevalo, Aero Bureau, at (562) 421-1010 or at brareval@lasd.org.

Thank you for your consideration.

**Request for the Use of
Asset Forfeiture Funds for
Aero Bureau Refuelers**

September 24, 2024

Penny Sun
Budget Representative
Special Operations Division

Penny Sun Signature

9/24/24 Date

Please check a box
 APPROVED
 DENIED

Holly Francisco
HOLLY FRANCISCO
ASSISTANT SHERIFF

10/3/24 Date

The described purpose is a permissible use of Asset Forfeiture Funds:

Please check a box
 APPROVED
 DENIED

Michèle Jackson
MICHELE JACKSON
PRINCIPAL DEPUTY COUNTY COUNSEL

9/24/2024 Date

The Asset Forfeiture Fund has sufficient unallocated appropriation for the described purpose:

Jian Li
Manager
Special Funds Accounting Unit

Jian Li Signature

10/7/24 Date

Please check a box
 APPROVED
 DENIED

Conrad Meredith
CONRAD MEREDITH
DIVISION DIRECTOR

10/8/24 Date

Please check a box
 APPROVED
 DENIED

Jill Torres
JILL TORRES
ASSISTANT SHERIFF - CFAO

10/10/24 Date

FUNDS ARE AVAILABLE

10/7/24 VT

CUSTOMER PURCHASE AUTHORIZATION

(September 12, 2024)

LA County Sheriff's Department (Customer) hereby directs and authorizes General Transervice, Inc. (GTI) to begin manufacture of the Rampmaster refueler(s) listed Page 2, in accordance with the terms and conditions set forth on page 3 of this authorization. GTI will secure the equipment, parts and accessories required for such manufacture to standard factory specifications and proceed with production.

Equipment price is based on our standard specification. Options are provided to meet specific customer requirements and priced separately. Any changes to the specification or additional options that increase cost will be presented to the Customer for approval and acceptance prior to inclusion of those changes into production.

In order to preserve the pricing herein, this authorization letter must be executed not later than 12/12/2024. GTI has used best efforts to provide accurate pricing to Customer, however, due to current extreme fluctuations in the actual costs of the chassis, tank, and other components, as well as supply chain availability of materials and components, the price stated herein may be increased due to surcharges and cost increases imposed by GTI's suppliers. This additional cost will be a pass through to Customer to be paid additionally to the price shown herein.

Payment is due in full upon delivery of the refueler(s) according to the prices below. Transportation costs from the factory are not included and are to be paid by Customer upon delivery.

It is expressly agreed that the Terms and Conditions attached on the third page of this Authorization shall form part of this contract between the parties hereto. My signature on Page 2 indicates that I have read said terms and conditions and have agreed thereto and that I am authorized to enter into this Agreement on behalf of the company below. This contract shall be the governing set of terms and conditions for this transaction and will supersede purchasing and other documents submitted by Customer. Any changes to this Authorization must be captured in an amendment to this document and agreed by signature of both parties.

DRAFT

RAMPMASTER EQUIPMENT

Quantity	Size	Location	Total Cost (Each Unit)
	Rampmaster 5000 Gallon Model SW Refueler with 300 gpm (1/2%) Filter Vessel, EMS Flow Control and Madison Tank Level Gauge	TBD	\$323,799

Initial Desired Options

Initial to select	Option	Total Cost (Each Unit)
	Scully Socket Overfill system	\$3,206
	Madison Electronic level gauge & Display	N/C
	Recirculation Stub	N/C
	Locking Aluminum Storage Box	\$1,479
	Sump tank	\$5,363
	TCS Register	N/C
	Electric Deadman	N/C
	TRAM Fall Protection System	\$6,847
	Prist - Single	\$6,939
	Options Total	\$23,834

Total Truck plus Options \$347,633

General Transervice, Inc.

LA County Sheriff's Department

Signed: _____

Signed: _____

Name Print: _____

Name Print: _____

Title: _____

Title: _____

P.O. Number: _____

DRAFT

TERMS AND CONDITIONS

Customer agrees to pay cash for the goods as delivery thereof is tendered unless an alternate form of settlement is indicated on the face of this order.

Customer agrees to pay all taxes imposed by any taxing authority as a result of this transaction, or of the manufacture, sale, ownership or use of the goods described herein or upon the receipts of earnings therefrom except net income taxes levied on GTI.

GTI may, at any time prior to delivery of the goods, discontinue its performance if GTI's performance hereof is, in whole or in part, prevented or hindered by any cause whatsoever beyond GTI's reasonable control.

The risk of loss of any goods ordered hereunder shall pass to Customer when GTI tenders delivery thereof to Customer or any representative of Customer, including but not limited to, any carrier, bailee, agent or employee of Customer, or in any manner specified by Customer.

GTI will use all reasonable means to deliver on the date indicated as shown on the face hereof, but it is hereby agreed that GTI shall have no liability for any loss or damage arising out of any later delivery.

The price of goods ordered hereunder is from GTI's factory based upon standard factory specifications. Any factory transportation thereof is for the Customer's account unless otherwise specified on the first page of this Authorization.

It is understood and agreed that this order embodies the complete understanding of GTI and Customer relative to this order and the terms and conditions hereof may not be revised or modified in any way except in a writing signed by Customer and a corporate officer of GTI.

In the event GTI is required to make changes in or addition to the goods by applicable law prior to the delivery thereof, the price of the goods shall be adjusted to include GTI's usual charges for such changes or additions.

Diesel Fuel Savings Worksheet Utilizing Patented Rampmaster EMS Technology

Size	Gal./Hr.	Fuel Cost	Pumping Hrs <i>per Day</i>	Monthly Savings <i>Per Unit</i>	Yearly Savings <i>Per Unit</i>	Diesel Fuel Savings Over 120 Month Lease Term <i>Per Unit</i>
5,000	1.5	\$4.60	2	\$419.75	\$5,037	\$50,370

Subtotal

Size	Quantity	Diesel Fuel Savings Over 120 Month Lease Term
5,000	1	\$50,370

Grand Total

Quantity	Diesel Fuel Savings Over 120 Month Lease Term
1	\$50,370

DRAFT

BOARD LETTER/MEMO CLUSTER FACT SHEET

 Board Letter

 Board Memo

 Other

CLUSTER AGENDA REVIEW DATE	1/8/2025	
BOARD MEETING DATE	2/25/2025	
SUPERVISORIAL DISTRICT AFFECTED	<input type="checkbox"/> All <input type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input checked="" type="checkbox"/> 3 rd <input type="checkbox"/> 4 th <input checked="" type="checkbox"/> 5 th	
DEPARTMENT(S)	Fire	
SUBJECT	Approve and Adopt the Resolution to Increase the Developer Fee for the Consolidated Fire Protection District of Los Angeles County	
PROGRAM	Developer Fee Program	
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why:	
SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No – Not Applicable If unsure whether a matter is subject to the Levine Act, email your packet to EOLevineAct@bos.lacounty.gov to avoid delays in scheduling your Board Letter.	
DEADLINES/ TIME CONSTRAINTS		
COST & FUNDING	Total cost:	Funding source:
	\$0	N/A
	TERMS (if applicable):	
	Explanation:	
PURPOSE OF REQUEST	To fund the acquisition, construction, improvement, and equip fire station facilities in high-growth urban areas of the District and to ensure these resources are made available to protect the lives of residents that live in the Areas of Benefit where population is increasing based on urban expansion.	
BACKGROUND (include internal/external issues that may exist including any related motions)	On July 12, 1990, your Honorable Board adopted a resolution establishing a County of Los Angeles DFP for the District. The DFP 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 purpose of this program, as adopted by the Board, is to ensure these additional resources are made available to protect the lives of residents and maintain efficient fire protection and life-safety services in the Areas of Benefit where population is increasing based on urban expansion.	
EQUITY INDEX OR LENS WAS UTILIZED	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:	
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please state which one(s) and explain how: Approval of the recommended actions is consistent with the County's Strategic Plan North Star Focus Area Goal A, Strategies i: Customer Service: Support departmental efforts to improve customer service and to enhance efficiency and responsiveness to meet the needs of all residents.	
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Marcia Velasquez, Head of Planning and Executive Support, 213-466-5596, marcia.velasquez@fire.lacounty.gov	



ANTHONY C. MARRONE
FIRE CHIEF
FORESTER & FIRE WARDEN

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

COUNTY OF LOS ANGELES FIRE DEPARTMENT

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



BOARD OF SUPERVISORS

KATHRYN BARGER, CHAIR
FIFTH DISTRICT

HILDA L. SOLIS
FIRST DISTRICT

HOLLY J. MITCHELL
SECOND DISTRICT

LINDSEY P. HORVATH
THIRD DISTRICT

JANICE HAHN
FOURTH DISTRICT

February 25, 2025

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

Dear Supervisors:

APPROVE AND ADOPT THE RESOLUTION TO INCREASE THE DEVELOPER FEE FOR 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 (DFP) and is making recommendations to increase the DFP rates in the three Areas of Benefit and the City of Calabasas.

IT IS RECOMMENDED THAT YOUR BOARD, AFTER A PUBLIC HEARING:

1. Approve and adopt the enclosed Resolution and the 2024 DFP rate increase for the three Areas of Benefit, Area 1 (Malibu/Santa Monica Mountains/City of Calabasas): \$1.1851 (+\$0.0095) per square foot; Area 2 (Santa Clarita Valley): \$1.6710 (+\$0.0534) per square foot; and Area 3 (Antelope Valley): \$1.1407 (+\$0.0127) per square foot.
2. Find that updating the DFP 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 the Areas of Benefit.

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

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On July 12, 1990, your Honorable Board adopted a resolution establishing a County of Los Angeles DFP for the District. The DFP 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 purpose of this program, as adopted by the Board, is to ensure these additional resources are made available to protect the lives of residents and maintain efficient fire protection and life-safety services in the Areas of Benefit where population is increasing based on urban expansion. The Developer Fee rate increase enables the District to fully fund the development of new fire stations using a cost component that utilizes the California Consumer Price Index (CPI) due to the rate of inflation that impacts the costs of construction, land, and equipment. Pursuant to Government Codes 66001 and 66002, the resolution instructs the District to conduct annual evaluations of the DFP and make appropriate recommendations to your Honorable Board.

Additionally, on September 4, 2007, your Honorable 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 DFP in the City of Calabasas and the City Council authorized your Honorable Board to conduct all proceedings in connection with the levy of the fee, and any modifications of the fee amount, within the city boundaries.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

Approval of the recommended actions is consistent with the County's Strategic Plan North Star Focus Area Goal A, Strategies i: Customer Service: Support departmental efforts to improve customer service and to enhance efficiency and responsiveness to meet the needs of all residents.

FISCAL IMPACT/FINANCING

The 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. The DFP provides an additional 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 fund the development of new fire stations proportionate to the need necessitated by growth.

The DFP generates approximately \$3.8 million in revenue annually and subject to change based on variability in the construction of homes and land acquisition in the Areas of Benefit. These funds are deposited into the District's Developer Fee Accumulated Capital Outlay Fund and can only be used to fund the development of new fire stations within specific geographic areas.

There is no impact to net County cost.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Pursuant to Government Code Sections 66000, 66001, 66002, 66006, and 66018, the District has prepared three enclosures to the Resolution. Enclosure A, Developer Fee Detailed Fire Station Plan to the Resolution depicts the status of completed and proposed fire stations, and helispots, as well as, costs, and funding sources. Enclosure B, Developer Fee for the Consolidated Fire Protection District of Los Angeles County Developer Fee Funds 2023-24 Fiscal Year (FY)-End Report, identifies the beginning DFP Fund balance for FY 2023-24 and FY 2024-25, including variances due to interest, advertisement, refunds, etc. Enclosure C, Developer Fee for the Consolidated Fire Protection District of Los Angeles County 2024 Developer Fee Calculation Summary, breaks down the cost and finance (Area 2) associated with the construction of a fire station, purchase of apparatus, and administration cost. These costs are necessary to finalize the new DFP rate for the respective Areas of Benefit. County Counsel has approved as to form the attached Resolution updating the DFP.

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 rates will be imposed in the unincorporated areas in the three DFP Areas of Benefit and the City of Calabasas effective May 1, 2025. 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
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 (213) 466-5596.

Respectfully submitted,

ANTHONY C. MARRONE, FIRE CHIEF

The Honorable Board of Supervisors
February 25, 2025
Page 2

ACM:mb

Enclosures

c: Chief Executive Officer
County Counsel
Auditor-Controller

ENCLOSURE A

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

DEVELOPER FEE DETAILED FIRE STATION PLAN

**FISCAL YEAR 2024-25
OCTOBER 2024**

DEVELOPER FEE DETAILED FIRE STATION PLAN
Fiscal Year 2024-25

PREFACE

This Developer Fee Detailed Fire Station Plan (Plan) reflects the Consolidated Fire Protection District's (District) fire service requirements as of October 2024 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, 18 proposed fire stations, 1 expansion station, 4 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"> • 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. • Apparatus cost includes the full cost of the apparatus as well as outfitting and equipment costs. • No District overhead costs nor an inflation factor have been applied; all figures are based on current costs. • 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.
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 of 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 2024-25

STATIONS OPERATIONAL: REIMBURSEMENT PENDING & IN-PROGRESS*

Facility	Capital Project Costs	Funding Source*	Station Size, Equip. and Staffing	Comments
Fire Station 128 28450 Whites Canyon Rd. Santa Clarita (City)	Station Development Costs \$ 9,066,972 **Principal Paid (945,000) Balance \$ 8,121,972	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.
Fire Station 132 Wes Thompson Ranch 29310 Sand Canyon. Rd. Santa Clarita (City)	Station Development Costs \$ 8,127,873 **Principal Paid (1,515,000) Balance \$ 6,612,873	Commercial Paper Proceeds	9,746 sq. ft. Engine	The site was conveyed to the District by K. Hovnanian (VTTM 49621). Apparatus for this permanent station was transferred from temporary Fire Station 132. The permanent station was completed and operational March 12, 2012.
Fire Station 143 28580 Hasley Canyon Rd Santa Clarita Valley (Unincorporated)	Station Development Costs \$ 7,913,986 Principal Paid (380,000) Balance \$ 7,533,986	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.
Fire Station 150 19190 Golden Valley Rd. Santa Clarita (City)	Station Development Costs \$ 11,483,583 Principal Paid (2,360,000) Balance \$ 9,123,583	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.
Fire Station 156 24505 Copper Hill Drive Rye Canyon Area Santa Clarita (City)	Station Development Costs \$ 7,512,226 Principal Paid (1,395,000) Balance \$ 6,117,226	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.
Fire Station 104 26901 Golden Valley Road (at Soledad Canyon) Santa Clarita (City)	Project cost est. \$ 13,247,645 Principal Paid \$ (315,000) Apparatus 1,191,053 Total \$ 14,123,698	\$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. 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.

**Based on Bond Debt Service provided by Financial Management Division, cumulative principal cost.

DEVELOPER FEE DETAILED FIRE STATION PLAN
Fiscal Year 2024-25

EXPANSION FACILITY:

Facility	Anticipated Capital Project Costs	Station Size (Sq. Ft.) and Equipment	Comments/Status
Fire Station 33 Expansion 44947 Date Ave. Lancaster <i>(Unincorporated)</i>	Land	\$ -	This Fire Station will be removed from future Station Plans.
	Project cost est.	\$ -	
	Apparatus	\$ -	
	Total	\$ -	

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	Station Size (Sq. Ft.) and Equipment	Comments/Status
Fire Station O (formerly 138) Avenue S and Tierra Subida <i>(Unincorporated Palmdale Area)</i>	Land	\$ 361,548	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 development in the area warrants additional coverage.
	Project cost est.*	\$ 10,358,600	
	Total	\$ 10,720,148	
Fire Station P (formerly 195) Pearblossom Hwy/47th St. E. <i>(Unincorporated Palmdale Area)</i>	Land	\$ 361,548	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 development in the area warrants additional coverage.
	Project cost est.*	\$ 10,358,600	
	Total	\$ 10,720,148	

DEVELOPER FEE DETAILED FIRE STATION PLAN
Fiscal Year 2024-25

PROPOSED FIRE STATIONS

Facility	Anticipated Capital Project Costs	Station Size (Sq. Ft.) and Equipment	Comments/Status
Fire Station 46 (formerly 177) Newhall Ranch Santa Clarita Valley (<i>Unincorporated</i>)	Land - Project cost est.* 13,984,110 Apparatus 3,146,474 Total \$ 17,130,584	13,500 Engine (2) 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 Mission Village. Newhall will also construct a smaller auxiliary building on the same site of the Fire Station. (Tract No. 61105)
Fire Station 113 (formerly 175) Newhall Ranch Santa Clarita Valley (<i>Unincorporated</i>)	Land \$ - Project cost est.* 10,151,428 Apparatus 1,805,445 Total \$ 11,956,873	9,800 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)
Fire Station 109 (formerly 176) Newhall Ranch Santa Clarita Valley (<i>Unincorporated</i>)	Land \$ - Project cost est.* 10,151,428 Apparatus 1,341,029 Total \$ 11,492,457	9,800 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)
Fire Station A (formerly 179) Lyons Ranch Santa Clarita Valley (<i>Unincorporated</i>)	Land \$ - Project cost est.* 10,358,600 Apparatus 1,341,029 Total \$ 11,699,629	10,000 Engine	The fire station site was reevaluated and is no longer required. This fire station will be removed from future Station Plans.
Fire Station B (formerly 109) Fox Field - vicinity of 40th St. W and Avenue G City of Lancaster (<i>City</i>)	Land \$ 361,548 Station Dev. Costs* 10,358,600 Apparatus 1,341,029 Total \$ 12,061,177	10,000 Engine	Fire station development will not begin until development in the area warrants additional coverage.
Fire Station C (formerly 113) Avanti South Project 70th Street West and Ave. K-8 City of Lancaster (<i>City</i>)	Land \$ - Station Dev. Costs* 10,358,600 Apparatus 1,341,029 Total \$ 11,699,629	10,000 Engine	The developer is to provide a site within the Avanti South Project area to the District for developer fee credits. (Tract No. 74312)
Fire Station D (formerly 133) Needham Ranch Parkwy near Eternal Valley Mem. Park Santa Clarita (<i>City</i>) (Helispot)	Land \$ 4,190,456 Project cost est.* 10,858,600 ** Apparatus 1,341,029 Total \$ 16,390,085	10,000 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 will commence when significant development in the vicinity occurs.

*Based on an average cost per square foot of \$1,035.86.

**Additional \$500,000 added for cost of helispot preparation costs.

***Cost will be updated once project start date has been established.

DEVELOPER FEE DETAILED FIRE STATION PLAN
Fiscal Year 2024-25

PROPOSED FIRE STATIONS

Facility	Anticipated Capital Project Costs	Station Size (Sq. Ft.) and Equipment	Comments/Status
Fire Station E (formerly 600) Valley Cyn. Road at Spring Canyon Santa Clarita Valley (Unincorporated)	Land \$ - Project cost est.* 10,358,600 Apparatus 1,341,029 Total \$ 11,699,629	10,000 Engine	The developer, Pardee Homes, is to convey a station site to the District for developer fee credits (Tract No. 48086)
Fire Station F (formerly 174) Neenach Fire Station Antelope Valley (Unincorporated)	Land \$ 361,548 Project cost est.* 5,160,655 Apparatus 1,341,029 Total \$ 6,863,232	4,982 Engine	Fire station development will not begin until development in the area warrants additional coverage.
Fire Station G (formerly 142) Sierra Highway/Clanfield Antelope Valley (Unincorporated) (Helispot)	Fire Station \$ 1,365,288 Project cost est.* 10,858,600 ** Apparatus 1,341,029 Total \$ 13,564,917	10,000 Engine	Fire station development will not begin until development in the area warrants additional coverage.
Fire Station H (formerly 139) Anaverde/City Ranch Palmdale (City)	Land \$ - *** Project cost est. - *** Apparatus 1,341,029 Total \$ 1,341,029	10,000 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.
Fire Station I (formerly 190) Ritter Ranch Palmdale (City)	Land \$ - *** Project cost est. - *** Apparatus 1,341,029 Total \$ 1,341,029	10,000 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.
Fire Station J (formerly Northlake/180) North of Lake Hughes, East of I-5, West of Castaic Lake Castaic Canyon (Unincorporated)	Land \$ 1,306,800 Project cost est.* 10,358,600 Apparatus 1,341,029 Total \$ 13,006,429	10,000 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)

*Based on an average cost per square foot of \$1,035.86.

**Additional \$500,000 added for cost of helispot preparation costs.

***Cost will be updated once project start date has been established.

DEVELOPER FEE DETAILED FIRE STATION PLAN
Fiscal Year 2024-25

PROPOSED FIRE STATIONS

Facility	Anticipated Capital Project Costs	Station Size (Sq. Ft.) and Equipment	Comments/Status
Centennial Fire Station K Centennial Project Gorman (City)	Land \$ - *** Project cost est. - *** Apparatus 1,341,029 Total \$ 1,341,029	13,000 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.
Centennial Fire Station L Centennial Project Gorman (City)	Land \$ - *** Project cost est. - *** Apparatus 1,341,029 Total \$ 1,341,029	10,000 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.
Centennial Fire Station M Centennial Project Gorman (City)	Land \$ - *** Project cost est. - *** Apparatus 1,341,029 Total \$ 1,341,029	10,000 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.
Centennial Fire Station N Centennial Project Gorman (City)	Land \$ - *** Project cost est. - *** Apparatus 1,341,029 Total \$ 1,341,029	10,000 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.
Fire Station TBD East Calabasas area between Stations 68 and 69	Land \$ 1,306,800 Project cost est.* 10,358,600 Apparatus 1,341,029 Total \$ 13,006,429	10,000 Engine	Development in this area is limited at this time and construction will not commence until substantial development occurs.

*Based on an average cost per square foot of \$1,035.86.

**Additional \$500,000 added for cost of helispot preparation costs.

***Cost will be updated once project start date has been established.

DEVELOPER FEE DETAILED FIRE STATION PLAN
Fiscal Year 2024-25

HELISPOTS:

Facility	Anticipated Capital Project Costs	Station Size (Sq. Ft.) and Equipment	Comments/Status
<i>Completed Helispot</i>			
Fire Station D (formerly 133) Needham Ranch Parkwy near Eternal Valley Mem. Park Santa Clarita (City)	Land	\$ 4,190,456	10,000 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 development in the area warrants additional coverage needed.
	Project cost est.*	10,868,600 **	
	Apparatus	1,341,029	
	Total	\$ 16,400,085	
<i>Proposed Helispot</i>			
Fire Station G (formerly 142) Sierra Highway/Clanfield Antelope Valley (Unincorporated)	Land	\$ 1,365,288	10,000 Engine The land was acquired by the District in July 2010. A helispot is planned to be constructed at this station site.
	Project cost est.*	10,868,600 **	
	Apparatus	1,341,029	
	Total	\$ 13,574,917	
Val Verde Santa Clarita Valley (Unincorporated)	Land	\$ -	The District has requested that a helispot be provided within the Val Verde Development Project. (Tract No. 60665)
	Helispot	590,000	
	Apparatus		
	Total	\$ 590,000	
Tesoro Santa Clarita Valley (Unincorporated)	Land	\$ -	The District has requested that a helispot be provided within the Tesoro Del Valle Development Project. (Tract No. 51644)
	Helispot	590,000	
	Apparatus		
	Total	\$ 590,000	

*Based on an average cost per square foot of \$1,035.86.

**Additional \$500,000 added for cost of helispot preparation costs.

**DEVELOPER FEE FOR THE CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY
DEVELOPER FEE FUNDS
2023-24 FISCAL YEAR-END REPORT**

	Area of Benefit 1 Malibu/Santa Monica Mtns. ^(a) City of Calabasas	Area of Benefit 2 Santa Clarita Valley ^(b)	Area of Benefit 3 Antelope Valley ^(c)
Fiscal Year 2023-24 Beginning Balance	\$5,550,551.26	\$14,312,453.27	\$32,910,933.48
Total Developer Fee Revenue Collected ^(d)	448,450.16	9,971,482.48	1,760,912.69
Interest Earned	203,104.45	683,827.33	1,199,519.04
Adjustment	(3,642.05)	(2,325,112.50) ^(h)	-
Fund Expenditures (Advertisement)	(46.77)	(46.77)	(46.77)
NSF Checks	-	-	-
Refunds	-	-	-
Fiscal Year 2023-24 Ending Balance	<u><u>\$6,198,417.05</u></u> ^(e)	<u><u>\$22,642,603.81</u></u> ^(f)	<u><u>\$35,871,318.44</u></u> ^(g)

(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 2023-24 were as follows:

Area 1 = 1.1756

Area 2 = 1.6176

Area 3 = 1.1280

(e) Funds to be used to develop a fire station in the East Calabasas area when development in the area warrants additional coverage needed.

(f) Funds used 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, and construction of additional stations as detailed in the 2024 Fire Station Plan update.

(h) Adjustment includes two (2) Type I pumpers and one (1) paramedic squad.

**DEVELOPER FEE FOR THE CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY
2024 DEVELOPER FEE CALCULATION SUMMARY**

**AREA OF BENEFIT 1 -
MALIBU/SANTA MONICA MTNS.,
CITY OF CALABASAS**

**AREA OF BENEFIT 2 -
SANTA CLARITA VALLEY**

**AREA OF BENEFIT 3 -
ANTELOPE VALLEY**

Developer Fee Cost Component	AREA OF BENEFIT 1 - MALIBU/SANTA MONICA MTNS., CITY OF CALABASAS			AREA OF BENEFIT 2 - SANTA CLARITA VALLEY			AREA OF BENEFIT 3 - ANTELOPE VALLEY				
	2024 Cost	Proportionate Fire Station Share	2024 Cost Applied	2024 Cost	Proportionate Fire Station Share	2024 Cost Applied	2024 Cost	Proportionate Fire Station Share	2024 Cost Applied		
Average Land Cost	\$ 1,306,800	100.00%	\$ 1,306,800	\$ 1,646,568	100.00%	\$ 1,646,568	\$ 361,548	100.00%	\$ 361,548		
Station Development Costs	\$ 10,358,600	100.00%	\$ 10,358,600	\$ 10,726,331	100.00%	\$ 10,726,331	\$ 10,726,331	100.00%	\$ 10,726,331		
Financing Costs	N/A	-	-	\$ 23,810,495	20.00%	\$ 4,762,099	N/A	-	-		
Engine Cost	\$ 1,341,029	100.00%	\$ 1,341,029	\$ 1,341,029	100.00%	\$ 1,341,029	\$ 1,341,029	100.00%	\$ 1,341,029		
Quint Cost	\$ 2,509,465	20.95%	\$ 525,733	\$ 2,509,465	20.95%	\$ 525,733	\$ 2,509,465	20.95%	\$ 525,733		
Squad Cost	\$ 464,416	32.80%	\$ 152,328	\$ 464,416	32.80%	\$ 152,328	\$ 464,416	32.80%	\$ 152,328		
Total Cost Per Station			\$ 13,684,490	Total Cost Per Station			\$ 19,154,088	Total Cost Per Station			\$ 13,106,969
Administrative Costs			\$ 102,395	Administrative Costs			\$ 285,369	Administrative Costs			\$ 163,392
Total Area 1 Costs			\$ 13,786,885	Total Area 2 Costs			\$ 19,439,457	Total Area 3 Costs			\$ 13,270,361
Total Square Feet of Development per Station			11,633,307	Total Square Feet of Development per Station			11,633,307	Total Square Feet of Development per Station			11,633,307
Developer Fee Amount Per Square Foot			\$ 1.1851	Developer Fee Amount Per Square Foot			\$ 1.6710	Developer Fee Amount Per Square Foot			\$ 1.1407

Note: The calculated costs for the apparatus listed above (Engine, Quint, Squad) are inclusive of the base unit purchase price plus outfitting, equipment, and communications costs.

BOARD LETTER/MEMO CLUSTER FACT SHEET

 Board Letter

 Board Memo

 Other

CLUSTER AGENDA REVIEW DATE	1/8/2025	
BOARD MEETING DATE	1/14/2025	
SUPERVISORIAL DISTRICT AFFECTED	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input type="checkbox"/> 4 th <input type="checkbox"/> 5 th	
DEPARTMENT(S)	DISTRICT ATTORNEY	
SUBJECT	DELEGATE AUTHORITY TO THE LOS ANGELES COUNTY DISTRICT ATTORNEY'S OFFICE TO EXECUTE A CONTRACT WITH SPECIAL PROSECUTOR TO INVESTIGATE, PROVIDE RECOMMENDATIONS, AND PROSECUTE POLICE MISCONDUCT CASES.	
PROGRAM	Special Prosecution	
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
SOLE SOURCE CONTRACT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
	If Yes, please explain why: The District Attorney has the exclusive discretion to determine which cases to investigate and prosecute and may delegate his discretionary duties to other attorneys. The contract is authorized pursuant to Government Code sections 26500.5 and 31000.	
SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No – Not Applicable	
DEADLINES/ TIME CONSTRAINTS	January 14, 2025	
COST & FUNDING	Total cost: \$500,000 for FY 24-25	Funding source: Los Angeles County District Attorney's Office
	TERMS (if applicable): Eighteen (18) months effective on January 14, 2025, with two (2) additional six-month options.	
	Explanation: Funding of up to \$500,000 for the contract is included in the DA's Fiscal Year 2024-25 Final Adopted Budget. For all subsequent fiscal years, funding not to exceed \$500,000 annually will be requested during the LADA's annual budget submission process.	
PURPOSE OF REQUEST	The purpose of the recommended actions is to continue the County's commitment to criminal justice. Newly elected District Attorney Hochman is committed to continue reevaluating fatal officer-involved shooting cases previously declined for prosecution. To promote public confidence in the decision-making process and the outcome of any such investigations, the District Attorney has determined the need for a new Special Prosecutor to reevaluate, and if the facts support it, to criminally prosecute any officers whose actions unlawfully caused the death of the victims in those cases. The Special Prosecutor will take all actions necessary to investigate, and if warranted by the evidence, prosecute on behalf of the District Attorney any potential criminal activity by law enforcement officers in the designated cases at the direction of the District Attorney.	

BACKGROUND (include internal/external issues that may exist including any related motions)	The District Attorney has the exclusive discretion to determine which cases to investigate and prosecute and may delegate his discretionary duties to other attorneys. To promote public confidence, the newly elected District Attorney Hochman is committed to continue reevaluating fatal officer-involved shooting cases previously declined for prosecution.
EQUITY INDEX OR LENS WAS UTILIZED	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please state which one(s) and explain how: Approval of the recommended action is consistent with the Los Angeles County Strategic Plan North Star 1, Make Investments that Transform Lives: Aggressively address society's most complicated social, health, and public safety challenges and be a highly responsive organization capable of responding to complex societal challenges – one person at a time; North Star 2, Foster Vibrant and Resilient Communities: Develop comprehensive, place-based plans to reduce violence in high-needs communities experiencing high levels of violence; and North Star 3, Realize Tomorrow's Government Today: Be an innovative, flexible, effective, and transparent partner focused on public service and advancing the common good.
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Navjot Kaur, Director (213) 257-2774 NKaur@da.lacounty.gov



NATHAN J. HOCHMAN
LOS ANGELES COUNTY DISTRICT ATTORNEY

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

January 14, 2025

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

Dear Supervisors:

**DELEGATE AUTHORITY TO
THE LOS ANGELES COUNTY DISTRICT ATTORNEY'S OFFICE
TO EXECUTE A CONTRACT WITH A SPECIAL PROSECUTOR
TO INVESTIGATE, PROVIDE RECOMMENDATIONS,
AND PROSECUTE POLICE MISCONDUCT CASES
(ALL SUPERVISORIAL DISTRICTS)
(3 VOTES)**

SUBJECT

The Los Angeles County District Attorney's Office (DA) requests authority to enter into a contract and hire a special prosecutor to assist the DA in investigating, providing recommendations, and prosecuting cases of police misconduct at the direction of the DA.

IT IS RECOMMENDED THAT THE BOARD

1. Authorize the DA, or his designee, on behalf of the County of Los Angeles (County), and in consultation with County Counsel, to execute and if necessary, terminate a contract, with a Special Prosecutor, Michael Gennaco, effective January 14, 2025, for a term of 18 months with the authority to extend for two additional six-month options, to serve as a Special Prosecutor to assist the DA in investigating, providing recommendations, and prosecuting cases of police misconduct at the direction of the DA.
2. Authorize the DA, or his designee, upon his determination and as necessary and appropriate, to approve and execute amendments to incorporate necessary changes within the scope of work and to suspend work, execute the four one-year options, and add, delete, or otherwise change provisions in the agreement based on the nature of the services if, in the opinion of the DA or his designee, it is in the best interest of the County to do so, subject to review and approval by County Counsel.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended actions is to continue the County's commitment to criminal justice. Newly elected District Attorney Hochman is committed to continue reevaluating fatal officer-involved shooting cases previously declined for prosecution. To promote public confidence in the decision-making process and the outcome of any such investigations, the DA has determined the need for a new Special Prosecutor to reevaluate, and if the facts support it, to criminally prosecute any officers whose actions unlawfully caused the death of the victims in those cases. The Special Prosecutor will take all actions necessary to investigate, and if warranted by the evidence, prosecute on behalf of the DA any potential criminal activity by law enforcement officers in the designated cases at the direction of the DA.

Michael Gennaco is well qualified to fulfill the services of a Special Prosecutor on behalf of the DA for the following reasons, among others:

Mr. Gennaco is a nationally recognized expert on law enforcement reform and accountability systems. He was the Chief Attorney of the Office of Independent Review (OIR) for Los Angeles County and is a founding Principal of OIR Group. Mr. Gennaco has performed a number of monitoring tasks, audits and reviews for a federal judge, special masters, and other governmental entities. He has assisted law enforcement entities throughout the country with constitutional policing issues, critical incident reviews, internal affairs investigations, and design of effective oversight mechanisms. Under his leadership, OIR Group has become a resource for numerous California cities grappling with officer-involved shootings and other critical incidents in an effort to bridge the gap between the police and the communities they serve and to utilize those incidents as learning tools.

Prior to starting OIR, Mr. Gennaco was Chief of the Civil Rights Section at the United States Attorney's Office for the Central District of California. He also served for ten years as a trial attorney with the Civil Rights Division at the Justice Department in Washington, D.C. During his time as a federal prosecutor, Mr. Gennaco supervised over 20 federal grand jury investigations into police misconduct. He conducted a number of successful civil rights prosecutions against police officers for excessive force, including officers of the Los Angeles Police Department, the Los Angeles Sheriff's Department, and federal immigration detention officers.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

Approval of the recommended action is consistent with the Los Angeles County Strategic Plan, Goal No. 1, Make Investments that Transform Lives: Aggressively address society's most complicated social, health, and public safety challenges and be a highly responsive organization capable of responding to complex societal challenges – one person at a time; Goal No. 2, Foster Vibrant and Resilient Communities: Develop comprehensive, place-based plans to reduce violence in high-needs communities experiencing high levels of violence; and Goal No. 3, Realize Tomorrow's Government Today: Be an innovative, flexible, effective, and transparent partner focused on public service and advancing the common good.

FISCAL IMPACT/FINANCING

Funding of up to \$500,000 for the contract is included in the DA's Fiscal Year 2024-25 Final Adopted Budget. For all subsequent fiscal years, funding not to exceed \$500,000 annually will be requested during the LADA's annual budget submission process.

Total expenditures under the contract will vary from year to year based on the needs of the DA, subject to the financial limits above. The DA is responsible for ensuring adequate funding is available in its operating budgets before requesting and approving services under the contract.

FACTS AND PROVISIONS/LEGAL REQUIREMENT

The District Attorney has the exclusive discretion to determine which cases to investigate and prosecute and may delegate his discretionary duties to other attorneys. The contract is authorized pursuant to Government Code sections 26500.5 and 31000.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

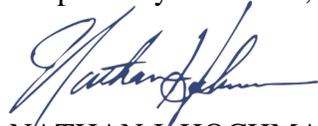
This program does not propose attorney staff augmentation. Therefore, the DA is not subject to the Board Motion of December 15, 1998, requiring clearance with the Alternate Public Defender, Probation, Public Defender, and Sheriff's Departments.

CONCLUSION

Following Board approval, it is requested that the Executive Officer, Board of Supervisors return two copies of the adopted Board letter with original wet signatures to, Ms. Navjot Kaur of the District Attorney's Office at 211 West Temple Street, Suite 200, Los Angeles, California 90012.

Any questions may be directed to Navjot Kaur, Director at nkaur@da.lacounty.gov or via telephone at (213) 257-2774.

Respectfully submitted,



NATHAN J. HOCHMAN
District Attorney

th

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

DRAFT

**AGREEMENT FOR
SPECIAL PROSECUTOR LEGAL SERVICES**

BY AND BETWEEN

**THE LOS ANGELES COUNTY
DISTRICT ATTORNEY'S OFFICE
("DISTRICT ATTORNEY")**

AND

**MICHAEL GENNACO
("SPECIAL PROSECUTOR ")**

Special Prosecutor's Address:	<u>7142 Trask Avenue, Playa del Rey, CA 90293</u>
Tax ID No.:	<u>526081503</u>
Telephone:	<u>323-821-0586</u>
Email:	<u>michael.gennaco@oirgroup.com</u>

TABLE OF CONTENTS

	<u>Page</u>
I. Term and Termination:	1
A. Period of Performance:	1
B. Termination and/or Suspension:	1
II. Agreement Sum:	4
A. Total Agreement Sum:	4
III. The SPECIAL PROSECUTOR's Services and Responsibilities:.....	4
A. Work Requirements:	4
B. Special Prosecutor Services:	5
C. Litigation Procedures and Other Reporting Requirements:.....	6
IV. The DISTRICT ATTORNEY's Duties and Responsibilities:.....	7
A. Duties and Responsibilities:.....	7
V. Compensation:	8
A. Billing Requirements:	8
B. Fees:	8
C. Expenses:	8
VI. Invoices and Payments to the SPECIAL PROSECUTOR:	10
A. Billing:	10
B. Payments.....	11
VII. Notices:	11
A. If to the SPECIAL PROSECUTOR:.....	11
B. If to the DISTRICT ATTORNEY:	11
VIII. Assignment:	12
IX. Standard Terms and Conditions:.....	12

DRAFT

A. Indemnification:12

B. Insurance:12

C. Warranty of Adherence to County's Child Support Compliance Program:13

D. Compliance with the County's Jury Service Program:13

E. Independent Contractor Status:.....15

F. Warranty Against Contingent Fees:15

G. Governing Laws:.....16

H. Compliance with Applicable Law:16

I. County Lobbyists:.....16

J. Employment Eligibility Verification:16

K. Fair Labor Standards:.....17

L. Record Retention and Inspection:17

M. Nondiscrimination and Affirmative Action:17

N. Assurance of Compliance with Civil Rights Laws18

O. Confidentiality:19

P. Communications With County:19

Q. Conflict of Interest:19

R. Termination for Improper Consideration:.....20

S. Termination for Non Appropriation of Funds:20

T. Termination for Insolvency:20

U. Authorization Warranty:21

V. Changes and Amendments of Terms:21

W. Validity:21

X. Waiver:.....21

Y. Remedies Reserved to County:.....21

Z. Complete Agreement and Interpretation:.....22

DRAFT

EXHIBIT A.....23
EXHIBIT B.....26
EXHIBIT C.....27
EXHIBIT D.....29

AGREEMENT FOR SPECIAL PROSECUTOR LEGAL SERVICES

This Agreement For Special Prosecutor Legal Services ("AGREEMENT") is made and entered into this 14th day of January by and between the Los Angeles County District Attorney's Office ("DISTRICT ATTORNEY") and Michael Gennaco, Esq. ("SPECIAL PROSECUTOR").

WITNESSETH:

WHEREAS, the DISTRICT ATTORNEY is responsible for the prosecution of criminal violations of state law and county ordinances occurring within the County of Los Angeles under California Government Code Section 26500 et al., including investigation, apprehension, and prosecution;

WHEREAS, the County of Los Angeles ("County") is a body corporate and politic and a political subdivision of the State of California and the County Board of Supervisors has authorized its DISTRICT ATTORNEY to enter into an agreement with the SPECIAL PROSECUTOR, pursuant to Government Code section 31000, *et seq.*, to provide specialized legal services for the County and DISTRICT ATTORNEY;

WHEREAS, the DISTRICT ATTORNEY desires to retain the SPECIAL PROSECUTOR for special prosecutorial legal services for the purpose of investigating, providing legal recommendations, and prosecuting fatal officer-involved shooting cases at the direction of the DISTRICT ATTORNEY;

WHEREAS, the SPECIAL PROSECUTOR has the legal competence and expertise to provide special prosecutor legal services and agrees to provide these services for the purpose of evaluating and prosecuting fatal officer-involved shooting cases at the direction of the DISTRICT ATTORNEY; and

WHEREAS, the services provided by the SPECIAL PROSECUTOR are subject to attorney work-product and any other privileges as allowed by law.

NOW, THEREFORE, the DISTRICT ATTORNEY and the SPECIAL PROSECUTOR agree as follows:

I. Term and Termination:

A. Period of Performance:

This AGREEMENT shall begin upon the EFFECTIVE DATE and shall expire on June 30, 2026, unless earlier terminated as set forth herein.

B. Termination and/or Suspension:

1. Termination and/or Suspension for County's Convenience:

- a) Services performed under this AGREEMENT may be terminated or suspended in whole or in part by the County at any time, and when the DISTRICT ATTORNEY deems such termination or suspension to be in the County's best interest. The DISTRICT ATTORNEY shall terminate or suspend services by delivering to the SPECIAL PROSECUTOR a written notice specifying the extent to which services are terminated or suspended and the effective date of the termination or suspension.
- b) After receiving a Notice of Termination or Suspension, unless otherwise directed by the DISTRICT ATTORNEY, the SPECIAL PROSECUTOR shall:
 - 1) Stop services on the date and to the extent specified in the Suspension or Termination Notice.
 - 2) Complete services not terminated or suspended by the Notice.
 - 3) Submit a Closing Report to the DISTRICT ATTORNEY as set forth below.
 - 4) Submit, no later than thirty (30) calendar days after the date of suspension or termination is effective, a final bill, for all services performed prior to suspension or termination. If the SPECIAL PROSECUTOR fails to submit a final bill within the time allowed, the DISTRICT ATTORNEY may determine, on the basis of information available, the amount, if any, to be paid to the SPECIAL PROSECUTOR. The DISTRICT ATTORNEY's determination shall be final.

2. Termination for the SPECIAL PROSECUTOR's Default:

- a) Services performed under this AGREEMENT may be terminated in whole or in part by the DISTRICT ATTORNEY when the SPECIAL PROSECUTOR:
 - 1) Fails to perform the service(s) within the time specified or any DISTRICT ATTORNEY approved extension, or
 - 2) Fails to perform any of the AGREEMENT's other provisions or fails to make progress and endangers the performance of the AGREEMENT's terms.
- b) The DISTRICT ATTORNEY shall give written notice to the SPECIAL PROSECUTOR of the SPECIAL PROSECUTOR's default. The DISTRICT ATTORNEY, in its sole discretion, shall decide whether the default is of such a nature that the SPECIAL

PROSECUTOR should be given a period to cure the default, and, if so, the cure period shall be specified in the notice.

- c) If the DISTRICT ATTORNEY wholly or partially terminates services under this AGREEMENT, replacement services may be obtained, as authorized by the County Board of Supervisors, from another special prosecutor or any other source with terms and in a manner the DISTRICT ATTORNEY deems appropriate. The SPECIAL PROSECUTOR shall be liable to the DISTRICT ATTORNEY for any excess costs for these required services.

3. Termination for Professional Conflict of Interest:

If either the SPECIAL PROSECUTOR or the DISTRICT ATTORNEY determines a matter of professional conflict has arisen during the SPECIAL PROSECUTOR's engagement that should not or cannot be postponed until the conclusion of the SPECIAL PROSECUTOR's responsibilities under the AGREEMENT, the SPECIAL PROSECUTOR or the DISTRICT ATTORNEY may immediately give written notice to terminate this AGREEMENT. The SPECIAL PROSECUTOR must continue to provide high quality, special prosecutorial legal work until the appropriate substitutions can be made, unless prohibited by law or rules of professional conduct.

4. Closing Report Upon Termination or Suspension:

- a) Immediately upon the termination or suspension of this AGREEMENT for any reason, the SPECIAL PROSECUTOR shall deliver a Closing Report to the DISTRICT ATTORNEY. The Closing Report shall include, for each case or matter assigned to the SPECIAL PROSECUTOR that in whole or in part is terminated or suspended, the following:

- 1) A brief description of the facts and current status;
- 2) A discussion of the applicable law; and
- 3) A list and description of all future scheduled court appearances and applicable deadlines.

- b) Immediately upon any termination or suspension, the SPECIAL PROSECUTOR shall, at its own cost, deliver to the DISTRICT ATTORNEY all evidence, files, and attorney work product for each case or matter for which work under this AGREEMENT has been terminated or suspended. This includes any computerized indices, programs, and document retrieval systems created or used for the case or matter. If the SPECIAL PROSECUTOR's services include pending litigation, the SPECIAL

PROSECUTOR shall file the appropriate substitution of counsel with the court when instructed by the DISTRICT ATTORNEY.

II. Agreement Sum:

A. Total Agreement Sum:

1. The maximum not-to exceed amount of this AGREEMENT shall be specified in each individual Case Assignment for the term of this Contract as set forth in Paragraph I. Term and Termination, above. Any costs incurred to complete each Case Assignment in excess of the maximum not-to exceed amount will be borne by the SPECIAL PROSECUTOR.
2. The SPECIAL PROSECUTOR shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the SPECIAL PROSECUTOR duties, responsibilities, or obligations, or performance of same by any entity other than the SPECIAL PROSECUTOR, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with the DISTRICT ATTORNEY's express prior written approval.
3. The SPECIAL PROSECUTOR shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the SPECIAL PROSECUTOR after the expiration or other termination of this AGREEMENT. Should the SPECIAL PROSECUTOR receive any such payment it shall immediately notify the DISTRICT ATTORNEY and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this AGREEMENT shall not constitute a waiver of County's right to recover such payment from the SPECIAL PROSECUTOR. This provision shall survive the expiration or other termination of this AGREEMENT.

III. The SPECIAL PROSECUTOR's Services and Responsibilities:

A. Work Requirements:

1. Upon assignment of a case or cases from the DISTRICT ATTORNEY, the SPECIAL PROSECUTOR shall provide a proposed budget and scope of work that shall include a detailed plan, identifiable milestones, work schedule, the responsibilities of each team member, and the total maximum not-to exceed amount based on a fixed hourly rate in accordance with Exhibit B - Pricing Schedule ("Case Assignment"). The SPECIAL PROSECUTOR shall not commence work until the DISTRICT ATTORNEY authorizes and approves the Case Assignment, including the

budget. The authorization and approval of the Case Assignment shall be in writing and executed as an amendment to this AGREEMENT.

2. Under the provisions of this AGREEMENT, the SPECIAL PROSECUTOR shall fully perform and complete all services and other work as set forth in this AGREEMENT and in each Case Assignment.

B. Special Prosecutor Services:

1. The SPECIAL PROSECUTOR shall perform all services under this AGREEMENT. The SPECIAL PROSECUTOR shall, in consultation with the and under the direction of the DISTRICT ATTORNEY, if deemed necessary, have full authority to act on all daily operational matters under this AGREEMENT and shall serve as the special prosecutor for all law and motion appearances, pretrial and trial proceeding(s), settlement conference(s) or meetings of counsel for parties, depositions, document productions, and all court and other proceedings in which substantive rights of the parties may be determined. The DISTRICT ATTORNEY shall retain all authority and responsibility under the law. Any changes to the services performed by the SPECIAL PROSECUTOR under this AGREEMENT shall be subject to approval by the DISTRICT ATTORNEY.
2. The SPECIAL PROSECUTOR recognizes that the DISTRICT ATTORNEY is responsible for the investigation and prosecution of criminal violations of state law and county ordinances occurring within the County under California Government Code Section 26500, *et seq.* The DISTRICT ATTORNEY is not relinquishing its constitutional or statutory authority or responsibility under this AGREEMENT
3. Subject to the approval, authorization, and direction of the DISTRICT ATTORNEY, the SPECIAL PROSECUTOR shall provide special prosecutorial legal services consistent with this AGREEMENT, the Rules of Professional Conduct, and all applicable laws and court rules.
4. The SPECIAL PROSECUTOR shall keep the DISTRICT ATTORNEY informed of all significant developments in each case or matter assigned to the SPECIAL PROSECUTOR and shall provide the DISTRICT ATTORNEY with copies of all significant documents.
5. The SPECIAL PROSECUTOR acknowledges that nothing in this AGREEMENT is intended to create, or will be construed as creating, any exclusive arrangement between the DISTRICT ATTORNEY and the SPECIAL PROSECUTOR. Nothing in this AGREEMENT will restrict the DISTRICT ATTORNEY from obtaining similar services from other attorneys or sources, as permitted by law.

6. The SPECIAL PROSECUTOR agrees to abide by all relevant and applicable policies and procedures of the DISTRICT ATTORNEY and will review such policies and procedures before the commencement of the services under this AGREEMENT. This includes all policies and directives regarding confidentiality and non-disclosure of sensitive information.

C. Litigation Procedures and Other Reporting Requirements:

1. The SPECIAL PROSECUTOR shall fully perform, complete, and deliver on time all tasks, deliverables, services, and other work as set forth in Exhibit A - Scope of Work and each Case Assignment.
2. The SPECIAL PROSECUTOR shall comply in a timely manner with all litigation procedures as promulgated, and as amended from time to time, by the DISTRICT ATTORNEY. Such litigation procedures may include the completion of and prompt transmittal to the DISTRICT ATTORNEY of case evaluation plans and status reports.
3. The SPECIAL PROSECUTOR shall comply in a timely manner with all requests by the DISTRICT ATTORNEY for oral or written reports related to cases or matters assigned to the SPECIAL PROSECUTOR.
4. The SPECIAL PROSECUTOR shall consult with and obtain the DISTRICT ATTORNEY approval before all potentially case-dispositive or otherwise significant criminal filings, and shall brief the DISTRICT ATTORNEY in advance on all significant trial and tactical decisions.
5. The SPECIAL PROSECUTOR shall participate in settlement evaluations and negotiations and shall obtain the DISTRICT ATTORNEY's authority before making any settlement proposal on the DISTRICT ATTORNEY's behalf to the court or to any party to the case.
6. The SPECIAL PROSECUTOR shall obtain the DISTRICT ATTORNEY's approval before retaining any attorney, investigator, consultant, or expert witness to assist on any assigned case or matter.
7. The SPECIAL PROSECUTOR shall immediately notify the DISTRICT ATTORNEY when a judgment, verdict, or other ruling is rendered.
8. The SPECIAL PROSECUTOR shall provide, at the DISTRICT ATTORNEY's request, copies of all court rulings and all briefs and pleadings filed with the court or other administrative body, including those submitted by any party.
9. The SPECIAL PROSECUTOR shall maintain all backup documentation to support all entries included in its bill.

10. The SPECIAL PROSECUTOR shall provide and maintain information technology, computer, and electronic transmission equipment and software compatible with the County's to fulfill the terms of this AGREEMENT.

IV. The DISTRICT ATTORNEY's Duties and Responsibilities:

A. Duties and Responsibilities:

1. At the DISTRICT ATTORNEY's discretion, and in consultation with the SPECIAL PROSECUTOR, the DISTRICT ATTORNEY may assign cases or matters to the SPECIAL PROSECUTOR.
2. The DISTRICT ATTORNEY shall have full authority to act for County on all daily operational matters under this AGREEMENT and shall review and approve all the SPECIAL PROSECUTOR's reports, whether written or oral.
3. The DISTRICT ATTORNEY shall make available to the SPECIAL PROSECUTOR all documents and other information possessed by the DISTRICT ATTORNEY that are relevant to any case or other matter assigned to the SPECIAL PROSECUTOR under this AGREEMENT.
4. The DISTRICT ATTORNEY shall assist the SPECIAL PROSECUTOR in obtaining the records, evidence, and/or information necessary to assist in the criminal investigation and proceedings of the Case Assignment.
5. The DISTRICT ATTORNEY shall review and approve as appropriate:
 - a) All reports, requests, and other legal work provided by the SPECIAL PROSECUTOR under this AGREEMENT.
 - b) All recommended settlement proposals. Approval of proposed settlement recommendations is subject to the DISTRICT ATTORNEY's settlement approval procedures.
 - c) All billing statements in accordance with procedures referenced in this AGREEMENT.
6. The DISTRICT ATTORNEY may review all correspondence received or generated by the SPECIAL PROSECUTOR, including judicial and administrative documents.
7. The DISTRICT ATTORNEY will evaluate the SPECIAL PROSECUTOR's performance under this AGREEMENT. The DISTRICT ATTORNEY reserves the right to conduct an audit of any and all aspects of the SPECIAL PROSECUTOR's compliance with this AGREEMENT. Any such audit

may be conducted by the DISTRICT ATTORNEY staff or a contract auditor, in County's sole discretion.

V. Compensation:

A. Billing Requirements:

All charges by the SPECIAL PROSECUTOR, whether for fees or attorney work, or for reimbursement for expenses incurred, shall be in accordance with the DISTRICT ATTORNEY Billing Requirements ("Billing Requirements"). Those Billing Requirements will be made available to the SPECIAL PROSECUTOR and may be amended by the DISTRICT ATTORNEY at any time. The DISTRICT ATTORNEY shall provide the SPECIAL PROSECUTOR with any amended Billing Requirements promptly after they are promulgated. Whenever amended Billing Requirements are made available to the SPECIAL PROSECUTOR, the SPECIAL PROSECUTOR shall immediately conform all future services and invoices to those amended Billing Requirements and acknowledge acceptance of the Billing Requirements.

B. Fees:

1. The SPECIAL PROSECUTOR shall provide legal work at the hourly billing rates set forth in Exhibit B - Pricing Schedule.
2. The billing rates set forth in Exhibit B - Pricing Schedule may be subject to periodic review and adjustment as agreed between the DISTRICT ATTORNEY and the SPECIAL PROSECUTOR. Any billing rate change must be in writing and be executed as an amendment.

C. Expenses:

1. Non-Reimbursable Expenses: Certain expenses incurred by the SPECIAL PROSECUTOR in providing services under this AGREEMENT shall be considered the SPECIAL PROSECUTOR's overhead and will not be reimbursed by DISTRICT ATTORNEY. Such expenses shall be borne by the SPECIAL PROSECUTOR as expenses included within the hourly billing rates set forth in Exhibit A - Scope of Work. Expenses that will not be reimbursed and that should not be billed are the following:
 - a) Postage.
 - b) Telephone charges (both local and long distance).
 - c) Facsimile/Telecopier charges.
 - d) Mileage/Parking within the counties of Los Angeles, Orange, Riverside, San Bernardino and Ventura.

- d) On-line subscription, connection or other costs for computerized research. (Attorney and paralegal time incurred conducting such research may be billed.)
 - e) Document reproduction. (See below for large volume exception.)
 - f) Staff time or overtime for performing secretarial, clerical, or word processing functions.
 - g) Time spent complying with County audits or billing inquiries.
 - h) Charges for services or expenses incurred that have not been authorized by the DISTRICT ATTORNEY.
2. Reimbursable Ordinary Expenses: The DISTRICT ATTORNEY shall reimburse the SPECIAL PROSECUTOR for its actual out-of-pocket expenses, but without any additional costs for having advanced the funds, for the following:
- a) Deposition costs (other than videotaping unless approved as set forth below).
 - b) Transcript fees.
 - c) Filing fees for which the DISTRICT ATTORNEY is not exempt.
 - d) Messenger service if specifically requested by the DISTRICT ATTORNEY, if required because of an emergency over which the SPECIAL PROSECUTOR has no control, or if necessary to ensure the safekeeping of sensitive documents or materials.
 - e) Process service fees.
3. Reimbursable Extraordinary Expenses: The DISTRICT ATTORNEY shall reimburse the SPECIAL PROSECUTOR for its actual out-of-pocket expenses, but without any additional costs for having advanced the funds, for the following, but only if the SPECIAL PROSECUTOR has obtained prior written approval from the DISTRICT ATTORNEY:
- a) Outside vendor document reproductions which, because of the volume or format requirements, are impractical to complete in-house.
 - b) Consultants.
 - c) Experts.

- d) Investigative services.
- e) Expenses for travel outside the counties of Los Angeles, Orange, Riverside, San Bernardino, and Ventura. Reimbursement for such travel expenses will be limited to the amount the DISTRICT ATTORNEY's employees may claim for such travel. Information on such limits will be made available to the SPECIAL PROSECUTOR upon request at the time the SPECIAL PROSECUTOR seeks permission for such travel.
- f) Videotaping of depositions.
- g) Extraordinary computerized research requirements meeting the criteria set forth in the DISTRICT ATTORNEY Billing Requirements.
- h) Other extraordinary expenses for which the SPECIAL PROSECUTOR has obtained prior approval from the DISTRICT ATTORNEY.

VI. Invoices and Payments to the SPECIAL PROSECUTOR:

A. Billing:

1. The SPECIAL PROSECUTOR shall submit invoices for attorney fees, services and for reimbursable expenses monthly in arrears, or quarterly in arrears if approved by the DISTRICT ATTORNEY, in accordance with the Billing Requirements.
2. Each bill must also include a signed dated declaration of the SPECIAL PROSECUTOR with the following statement:

"I have personally examined this bill. All entries are in accordance with the Agreement for Special Prosecutor Legal Services, are correct and reasonable for the services performed and the cost incurred, and no item on this statement has been previously billed to County."
3. Each bill shall be itemized to include:
 - a) Staffing level(s), hourly rates and specific activities for the SPECIAL PROSECUTOR, Assistant Special Prosecutor, and/or investigator.
 - b) Each billing entry shall include a detailed description of specific activities for each attorney and/or investigator.
 - c) All receipts for expenses shall be scanned and emailed to the DISTRICT ATTORNEY.

d) No additional attorney, paralegal, or investigator may be utilized on a matter until an hourly billing rate for that person has been approved by the DISTRICT ATTORNEY. All time must be billed at the approved hourly rate.

4. The SPECIAL PROSECUTOR shall maintain in a form subject to audit, and in accordance with generally accepted accounting principles, backup documentation to support all entries included in the monthly billing statement. Such documentation shall be available to the DISTRICT ATTORNEY upon request.

B. Payments

1. The DISTRICT ATTORNEY shall make payment(s) for services rendered under this AGREEMENT monthly (quarterly if approved by the DISTRICT ATTORNEY) in arrears based on the itemized billing statement(s) the SPECIAL PROSECUTOR submits to the DISTRICT ATTORNEY.

2. The DISTRICT ATTORNEY's legal and accounting staff shall review all billing statements for reasonableness of the time billed as well as full compliance with this AGREEMENT and all Billing Requirements.

3. The DISTRICT ATTORNEY shall make its best effort to process payments promptly after receiving the SPECIAL PROSECUTOR's bill. However, the DISTRICT ATTORNEY shall not pay interest or finance charges on any outstanding balance(s).

4. Payments to the SPECIAL PROSECUTOR are conditioned upon the SPECIAL PROSECUTOR's compliance with all provisions of this AGREEMENT, including but not limited to, Paragraphs III(C) and IX(B).

VII. Notices:

All notices and required reports shall be written and hand-delivered or mailed by first class, postage prepaid, addressed to the DISTRICT ATTORNEY or the SPECIAL PROSECUTOR at the addresses below, and emailed to the DISTRICT ATTORNEY or the SPECIAL PROSECUTOR:

A. If to the SPECIAL PROSECUTOR:

To the SPECIAL PROSECUTOR at the address set forth on the cover page hereto.

B. If to the DISTRICT ATTORNEY:

Los Angeles County District Attorney's Office
211 West Temple Street
Los Angeles, California, 90012

VIII. Assignment:

No part of this AGREEMENT or any right or obligation arising from it is assignable without the DISTRICT ATTORNEY's written consent. Any attempt by the SPECIAL PROSECUTOR to assign or subcontract services relating to this AGREEMENT without the DISTRICT ATTORNEY'S consent shall constitute a material breach of this AGREEMENT.

IX. Standard Terms and Conditions:

The following standard County contract terms and conditions are included as part of this AGREEMENT and are fully binding on the parties hereto:

A. Indemnification:

The SPECIAL PROSECUTOR shall indemnify, defend and save 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, including, but not limited to, bodily injury, death, personal injury, or property damage (including the SPECIAL PROSECUTOR'S property), in connection with the SPECIAL PROSECUTOR'S operations or its services, or its employees, agents, or subcontractors, including any workers' compensation suits, liability or expense, arising from or connected with services performed under this AGREEMENT.

B. Insurance:

Without limiting the SPECIAL PROSECUTOR'S indemnification of County and its officers, agents and employees, the SPECIAL PROSECUTOR shall provide and maintain at its own expense the following programs of insurance covering the SPECIAL PROSECUTOR's operations during the term of this AGREEMENT. The SPECIAL PROSECUTOR shall use insurers satisfactory to County's Risk Manager and shall deliver evidence of a satisfactory insurance to County on or before the effective date of this AGREEMENT. Evidence shall specifically identify this AGREEMENT and shall contain express conditions that County is to be given written notice by registered mail at least thirty (30) days in advance of any modification or termination of any program insurance.

1. Liability: Such insurance shall be primary to and not contributing with any other insurance maintained by County, shall name the County of Los Angeles as an additional insured, and shall include, but not be limited to:
 - a) Comprehensive General Liability insurance endorsed for Premises-Operations, Products/Completed Operations, Contractual, Broad Form Property Damage, and Personal Injury with a combined single limit of not less than \$1,000,000 per occurrence.

b) Professional liability insurance with a liability limit of at least \$1,000,000 per claim.

c) Comprehensive Auto Liability endorsed for all owned, non-owned, and hired vehicles with a combined single limit of at least \$300,000 per occurrence.

2. Workers' Compensation: A program of Workers' Compensation insurance in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employers Liability with a \$1,000,000 limit, covering all persons providing services on behalf of the SPECIAL PROSECUTOR and all risks to such persons under this AGREEMENT.

3. Failure to Procure Insurance: Failure on the part of the SPECIAL PROSECUTOR to procure or maintain required insurance shall constitute a material breach for which County may immediately terminate or suspend this AGREEMENT.

C. Warranty of Adherence to County's Child Support Compliance Program:

1. The SPECIAL PROSECUTOR acknowledges that County has established a goal of ensuring that all attorneys which benefit financially by contracting with County are in compliance with their court ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

2. As required by County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the SPECIAL PROSECUTOR's duty under this AGREEMENT to comply with all applicable provisions of law, the SPECIAL PROSECUTOR warrants that it is now in compliance and shall during the term of this AGREEMENT maintain compliance with employment and wage reporting requirements in the Federal Social Security Act (42 USC sec. 653a) and California Unemployment Insurance Code '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 or Spousal Support, pursuant to Code of Civil Procedure '706.031 and Family Code '5246(b).

D. Compliance with the County's Jury Service Program:

1. Jury Service Program: This AGREEMENT is subject to the provisions of 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 ("County Code").

2. Written Employee Jury Service Policy:

- a) Unless the SPECIAL PROSECUTOR has demonstrated to County's satisfaction either that the SPECIAL PROSECUTOR is not a "Contractor" as defined under the Jury Service Program (County Code Section 2.203.020) or that the SPECIAL PROSECUTOR qualifies for an exception to the Jury Service Program (County Code Section 2.203.070), the SPECIAL PROSECUTOR shall have and adhere to a written policy that provides that its employees shall receive from the SPECIAL PROSECUTOR, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the SPECIAL PROSECUTOR or that the SPECIAL PROSECUTOR deduct from the employee's regular pay the fees received for jury service.
- b) For purposes of this Paragraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with County 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 the SPECIAL PROSECUTOR. "Full time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) the SPECIAL PROSECUTOR has a long standing practice that defines the lesser number of hours as full time. Full time employees providing short term, temporary services of 90 days or less within a 12 month period are not considered full time for purposes of the Jury Service Program. If the SPECIAL PROSECUTOR uses any subcontractor to perform services for the County under this AGREEMENT, the subcontractor shall also be subject to the provisions of this Paragraph. The provisions of this Paragraph shall be inserted into any such subcontract agreement.
- c) If the SPECIAL PROSECUTOR is not required to comply with the Jury Service Program when the AGREEMENT commences, the SPECIAL PROSECUTOR shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the SPECIAL PROSECUTOR shall immediately notify the DISTRICT ATTORNEY if the SPECIAL PROSECUTOR at any time either comes within the Jury Service Program's definition of "Contractor" or if the SPECIAL PROSECUTOR no longer qualifies for an exception to the Jury Service Program. In either event, the SPECIAL PROSECUTOR shall immediately implement a written policy consistent with the

Jury Service Program. DISTRICT ATTORNEY may also require, at any time during this AGREEMENT and at its sole discretion, that the SPECIAL PROSECUTOR demonstrate to County's satisfaction that the SPECIAL PROSECUTOR either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that the SPECIAL PROSECUTOR continues to qualify for an exception to the Program.

- d) The SPECIAL PROSECUTOR's violation of this Paragraph may constitute a material breach of this AGREEMENT. In the event of such material breach, DISTRICT ATTORNEY may, in its sole discretion, terminate this AGREEMENT and/or bar the SPECIAL PROSECUTOR from the award of future County contracts for a period of time consistent with the seriousness of the breach.

E. Independent Contractor Status:

1. This AGREEMENT is not intended, and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between County and the SPECIAL PROSECUTOR.
2. The SPECIAL PROSECUTOR understands and agrees that all the SPECIAL PROSECUTOR's personnel providing services to County under this AGREEMENT, including Assistant Special Prosecutor(s) and Investigator(s), are employees solely of the SPECIAL PROSECUTOR and not of County for purposes of workers' compensation liability or otherwise.
3. The SPECIAL PROSECUTOR shall bear the sole responsibility and liability for furnishing workers' compensation benefits to any SPECIAL PROSECUTOR personnel for injuries arising from services performed under this AGREEMENT.

F. Warranty Against Contingent Fees:

1. The SPECIAL PROSECUTOR warrants that no person or selling agency has been employed or retained to solicit or secure this AGREEMENT upon an agreement or understanding for a commission, percentage, brokerage or contingent fee.
2. For breach or violation of this warranty, DISTRICT ATTORNEY shall have the right to terminate this AGREEMENT, and to deduct from the AGREEMENT price or consideration, or otherwise recover, the full amount of any such commission, percentage, brokerage or contingent fee.

G. Governing Laws:

This AGREEMENT shall be governed by and construed in accordance with the laws of the State of California and any action brought by either party to this AGREEMENT shall be brought in Los Angeles County.

H. Compliance with Applicable Law:

1. The SPECIAL PROSECUTOR shall comply with all applicable Federal, State, and local laws, rules, regulations and ordinances, and all provisions required thereby to be included in this AGREEMENT are hereby incorporated herein.
2. The SPECIAL PROSECUTOR shall indemnify and hold harmless the County, and its officers, agents, employees, and DISTRICT ATTORNEY from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, arising from or related to any violation on the part of the SPECIAL PROSECUTOR or its employees, agents, or subcontractors of any such laws, rules, regulations, ordinances, or directives.

I. County Lobbyists:

The SPECIAL PROSECUTOR and each County lobbyist or County lobbying firm as defined in County Code Section 2.160.010, retained by the SPECIAL PROSECUTOR, shall fully comply with the County Lobbyist Ordinance, County Code Chapter 2.160. Failure to do so on the part of the SPECIAL PROSECUTOR or any County Lobbyist or County Lobbying Firm retained by the SPECIAL PROSECUTOR shall constitute a material breach of this AGREEMENT upon which DISTRICT ATTORNEY may immediately terminate or suspend this AGREEMENT.

J. Employment Eligibility Verification:

The SPECIAL PROSECUTOR warrants that it fully complies with all statutes and regulations regarding employment of aliens and others, and that all its employees performing services hereunder meet the citizenship or alien status requirements contained in all statutes and regulations. The SPECIAL PROSECUTOR shall obtain, from all covered employees performing services hereunder, all verification and other documentation of employment eligibility status required by all statutes and regulations as they currently exist and as they may be hereafter amended. The SPECIAL PROSECUTOR shall retain such documentation for all covered employees for the period prescribed by law. The SPECIAL PROSECUTOR shall indemnify, defend and hold harmless County, its officers and employees from employer sanctions and any other liability which may be assessed against the SPECIAL PROSECUTOR or County in connection with any alleged violation of any statute or regulation pertaining to the eligibility for employment of persons performing services under this AGREEMENT.

K. Fair Labor Standards:

The SPECIAL PROSECUTOR shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless County and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the SPECIAL PROSECUTOR's employees for which County or its officers, agents and employee may be found jointly or solely liable.

L. Record Retention and Inspection:

Within ten (10) days of DISTRICT ATTORNEY written request, the SPECIAL PROSECUTOR shall allow County or authorized State or Federal agencies or any duly authorized representative to have the right to access, examine, audit, excerpt, copy or transcribe any pertinent transaction, activity, time cards or other records relating to this AGREEMENT. the SPECIAL PROSECUTOR shall keep such material, including all pertinent cost accounting, financial records and proprietary data for a period of four (4) years after termination or completion of this AGREEMENT unless County's written permission is given to dispose of material prior to the end of such period or until such time as all audits are complete, whichever is later or in compliance with federal, state and local laws. In the event that records are located outside the County of Los Angeles, the SPECIAL PROSECUTOR shall pay County for travel and per diem costs when an inspection or audit is required.

M. Nondiscrimination and Affirmative Action:

1. The SPECIAL PROSECUTOR certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti- discrimination laws and regulations.
2. The SPECIAL PROSECUTOR shall certify to, and comply with, the provisions of the SPECIAL PROSECUTOR's EEO Certification.
3. The SPECIAL PROSECUTOR shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or

recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

4. The SPECIAL PROSECUTOR certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, or physical or mental disability, marital status, or political affiliation.
5. The SPECIAL PROSECUTOR certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this AGREEMENT or under any project, program, or activity supported by this AGREEMENT.
6. The SPECIAL PROSECUTOR shall allow County representatives access to the SPECIAL PROSECUTOR's employment records during regular business hours to verify compliance with the provisions of this Paragraph when so requested by County.
7. If County finds that any provisions of this Paragraph have been violated, such violation shall constitute a material breach of this AGREEMENT upon which County may terminate or suspend this AGREEMENT. While County reserves the right to determine independently that the anti-discrimination provisions of this AGREEMENT have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the SPECIAL PROSECUTOR has violated Federal or State anti-discrimination laws or regulations may, in County's discretion, constitute a finding by County that the SPECIAL PROSECUTOR has violated the anti-discrimination provisions of this AGREEMENT.
8. The parties agree that in the event the SPECIAL PROSECUTOR violates any of the anti-discrimination provisions of this AGREEMENT, County shall, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code '1671 as liquidated damages in lieu of terminating or suspending this AGREEMENT.

N. Assurance of Compliance with Civil Rights Laws

The SPECIAL PROSECUTOR assures that it shall comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000e through 2000e (17), to the end that no person shall, on the grounds of race, religion, ancestry, national origin, sex, age, condition of physical handicap, marital status or political affiliation, be

excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this AGREEMENT or under any project, program or activity supported by this AGREEMENT.

O. Confidentiality:

1. The SPECIAL PROSECUTOR shall maintain the confidentiality of all information that it may acquire arising out of or connected with activities under this AGREEMENT in accordance with all applicable Federal, State and County laws, regulations, ordinances and directives relating to confidentiality, including the Code of Professional Responsibility. SPECIAL PROSECUTOR shall inform all of its principals, employees and agents providing services hereunder of the confidentiality provisions of this AGREEMENT.
2. The SPECIAL PROSECUTOR shall ensure that all attorneys, paralegals, and secretarial and clerical personnel having access to information under this AGREEMENT, are aware of and acknowledge the confidentiality requirements set forth in paragraph 1, above.
3. These confidentiality obligations shall survive this AGREEMENT's termination or expiration.

P. Communications With County:

The SPECIAL PROSECUTOR recognizes that its communications with County and its agents and employees, officers, and/or representatives are subject to attorney-work product privilege and all other privileges under the law. The SPECIAL PROSECUTOR warrants that it shall not disclose, or use in any manner other than in the furtherance of the SPECIAL PROSECUTOR's services under this AGREEMENT, any privileged information obtained from County, or its officers, agents, or employees.

Q. Conflict of Interest:

1. No County employee whose position with County enables such employee to influence the award of this AGREEMENT or any competing agreement, and no spouse or economic dependent of such employee, shall be employed in any capacity by the SPECIAL PROSECUTOR or have any other direct or indirect financial interest in this AGREEMENT. No officer or employee of the SPECIAL PROSECUTOR who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence County's approval or ongoing evaluation of such work.
2. The SPECIAL PROSECUTOR shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this AGREEMENT. The SPECIAL PROSECUTOR

warrants that it is not now aware of any facts that create a conflict of interest. If the SPECIAL PROSECUTOR hereafter becomes aware of any facts that 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 identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the requirements of this Paragraph constitutes a material breach of this AGREEMENT.

R. Termination for Improper Consideration:

1. County may, by written notice to the SPECIAL PROSECUTOR, immediately terminate the right of the SPECIAL PROSECUTOR to proceed under this AGREEMENT if it is found that consideration, in any form, was offered or given by the SPECIAL PROSECUTOR, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this AGREEMENT or securing favorable treatment with respect to the award, amendment, or extension of this AGREEMENT or the making of any determinations with respect to the SPECIAL PROSECUTOR's performance pursuant to this AGREEMENT. In the event of such termination, County shall be entitled to pursue the same remedies against the SPECIAL PROSECUTOR as it could pursue in the event of default by the SPECIAL PROSECUTOR.
2. The SPECIAL PROSECUTOR 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's Auditor Controller's Employee Fraud Hotline at (800) 544 6861.
3. Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

S. Termination for Non Appropriation of Funds:

Notwithstanding any other provision of this AGREEMENT, DISTRICT ATTORNEY shall not be obligated for the SPECIAL PROSECUTOR's performance hereunder or by any provision of this AGREEMENT during any of County's future fiscal years unless and until County's Board of Supervisors appropriates funds for this AGREEMENT in County's budget for each such future fiscal year. In the event that funds are not appropriated for this AGREEMENT, then this AGREEMENT shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The DISTRICT ATTORNEY shall notify the SPECIAL PROSECUTOR in writing of any such non allocation of funds at the earliest possible date.

T. Termination for Insolvency:

County may terminate this AGREEMENT for default in the event any of the following occurs:

1. The SPECIAL PROSECUTOR'S insolvency - the SPECIAL PROSECUTOR shall be deemed to be insolvent if it has ceased to pay its debts in the ordinary course of business or cannot pay its debts as they become due, whether it has committed an act of bankruptcy or not, and whether insolvent within the meaning of the Federal Bankruptcy Law or not;
2. The SPECIAL PROSECUTOR's filing of a voluntary petition for reorganization or bankruptcy;
3. The appointment of a Receiver or Trustee for the SPECIAL PROSECUTOR;
4. The SPECIAL PROSECUTOR's execution of an assignment for the benefit of creditors.

U. Authorization Warranty:

The SPECIAL PROSECUTOR represents and warrants that the signatory to this AGREEMENT is fully authorized to obligate the SPECIAL PROSECUTOR and that all corporate acts necessary to the execution of this AGREEMENT have been accomplished.

V. Changes and Amendments of Terms:

The DISTRICT ATTORNEY reserves the right to change any portion of the work required under this AGREEMENT, or amend its terms and conditions as may become necessary.

W. Validity:

The invalidity in whole or in part of any provision of this AGREEMENT shall not void or affect the validity of any other provision.

X. Waiver:

No waiver of a breach of any provision of this AGREEMENT by either party shall constitute a waiver of any other breach of the provision or any other provision of this AGREEMENT. Failure of either party to enforce any provision of this AGREEMENT at any time shall not be construed as a waiver of that provision. County's remedies as described in this AGREEMENT shall be cumulative and additional to any other remedies in law or equity.

Y. Remedies Reserved to County:

The remedies reserved to County shall be cumulative and additional to any other remedies provided in law or equity.

Z. Complete Agreement and Interpretation:

This AGREEMENT supersedes all prior communications and all previous written and oral agreements, and shall constitute the complete and exclusive statement of understanding between the DISTRICT ATTORNEY and the SPECIAL PROSECUTOR relating to the subject matter of this AGREEMENT. No provision of this AGREEMENT is to be interpreted for or against either party because that party's legal representative drafted such provision.

Executed as of the date set forth in the AGREEMENT:

LOS ANGELES COUNTY
DISTRICT ATTORNEY'S OFFICE:
By:

District Attorney

SPECIAL
PROSECUTOR:

Michael Gennaco

EXHIBIT A

SCOPE OF WORK

I. PROJECT BACKGROUND AND DESCRIPTION

Acknowledging concerns raised regarding the District Attorney's Office's prior handling of fatal officer-involved shooting cases, the newly elected District Attorney has committed to have independently reviewed the two criminal cases involving officer-involved shootings brought by the prior Special Prosecutor Lawrence Middleton ("Two Cases"). To promote public confidence in the decision-making process and the outcome of any such investigations, the District Attorney has determined the need for an independent Special Prosecutor to prosecute these cases at the direction of the District Attorney. Subject to prior approval and authorization of the District Attorney, the Special Prosecutor, **Michael Gennaco**, will take all actions necessary to determine the viability of the prosecution of the Two Cases. If after reviewing the facts and the law, the Special Prosecutor determines one or both cases to be legally prosecutable under applicable policies and laws, the Special Prosecutor will so inform the District Attorney and then continue with such prosecutions. If the Special Prosecutor determines that any of the charges brought thus far are not so prosecutable, then the Special Prosecutor shall provide a written report setting forth the findings and conclusions from the investigations to the District Attorney.

II. PROJECT GOALS

The goal is to thoroughly review the two previously reviewed officer-involved shooting cases, conduct additional investigation as necessary, include the use of the grand jury where appropriate with prior approval and authorization by the District Attorney, and based on the facts and evidence recommend to the District Attorney whether criminal charges should be filed. If a decision is made not to file criminal charges, the Special Prosecutor will provide a written report setting forth the findings and conclusions from the investigations to the District Attorney and the County of Los Angeles Board of Supervisors.

III. RESPONSIBILITIES AND DUTIES OF THE SPECIAL PROSECUTOR

The Special Prosecutor, under the direction of the District Attorney, subject to the prior approval and authorization of the District Attorney, and in accordance with all applicable federal, state, and County laws and regulations, shall perform the following investigation, litigation, and reporting services including but not limited to:

- A. Provide the District Attorney with a scope of work for each Case Assignment, including a budget, detailed plan, identifiable milestones, detailed work schedule, and the responsibilities of each team member at each stage of the investigation and litigation;
- B. Hire at least one Assistant Prosecutor and Investigator ("Team") to assist in the investigations and any prosecutions that follow;
- C. Be responsible for the Team's actions, conduct, and work product;
- D. Handle and conduct all aspects of the criminal investigation and determine what, if any, additional investigation is necessary;

- E. Review and analyze all available evidence including forensic evidence;
- F. Review all documents and evidence developed during prior investigations;
- G. Issue subpoenas for witnesses;
- H. Examine and/or re-examine witnesses and/or conduct additional witness interviews as necessary, including potential expert witnesses on use-of-force and police policy and procedure;
- I. Make an independent prosecutorial decision considering the facts and the applicable law;
- J. Draft reports;
- K. Draft, sign, and file complaints, information, charging documents, and motions;
- L. Present evidence;
- M. Make a presentment to any regularly or specially impaneled grand jury;
- N. Make pretrial and trial appearances and presentations;
- O. Seek criminal charges, either by way of a grand jury, or following a preliminary hearing if a prosecution is determined to be legally viable;
- P. Prosecute any person indicted by the grand jury or held to answer following a preliminary hearing;
- Q. Be responsible for the conduct and strategy of the trial, including any pretrial litigation, and all courtroom appearances and presentations;
- R. Conduct legal research and apply legal authority to the facts and circumstances of each case to determine whether a criminal prosecution is viable;
- S. Prepare the case for trial by litigating any appropriate and necessary pretrial motions;
- T. Present the case at trial;
- U. Provide monthly written progress reports to the District Attorney on each Case Assignment including updates on tasks, services, work completed, work not completed, court appearances, litigation, strategy, issues remaining, issues resolved, and other relevant information;
- V. Provide the District Attorney with oral briefings on each Case Assignment twice monthly;
- W. Provide a final written report to the District Attorney, after a complete investigation of the Case Assignments, including a high level overview summary of the case, facts and legal issues, analysis, review, legal strategy, and recommendation whether to file charges; and
- X. Provide any other written or oral reports as requested by the District Attorney.

IV. DISTRICT ATTORNEY'S RESPONSIBILITIES:

District Attorney shall perform the following, including but not limited to:

- A. Submit Case Assignments to the Special Prosecutor for review at the District Attorney's discretion;
- B. Assign at least one Deputy District Attorney to assist
- C. Assign one District Attorney's Office Investigator to assist in the underlying investigation;
- D. Assign one staff person to assist with administrative tasks; and
- E. Provide suitable workspace that will accommodate at least three (3) working individuals with the option to increase workspace at the District Attorney's discretion.

DRAFT

EXHIBIT B
PRICING SCHEDULE

Invoicing and payment shall be in arrears in a manner and subject to the conditions as set forth in Section II. Compensation, of this Agreement. The Special Prosecutor shall submit the monthly invoices to the District Attorney by the 15th calendar day of the month following the month of service. Compensation rates are set forth below but are subject to the limitations set forth in this Agreement. Any costs incurred to complete a Case Assignment in excess of the maximum amount shall be borne by the Special Prosecutor. The Special Prosecutor's services provided shall be billed in accordance with the Special Prosecutor's fee schedule set forth below:

Hourly Rate:

The hourly rates shall be used to complete all tasks and deliverables in Exhibit A. Any hours worked beyond 40 hours per week must have prior approval from the District Attorney and will be charged at the fee schedule set forth below. The Special Prosecutor's use of an Assistant Special Prosecutor and/or investigator must be approved and authorized by the District Attorney prior to any work.

Title:	Hourly Rate:
Special Prosecutor	\$375 per hour
Assistant Special Prosecutor	\$225 per hour
Investigator	\$150 per hour

Additional expenses may include, among others, fees for expert witnesses, including use-of force experts and forensic analysis, witness travel expenses, and witness fees subject to the prior approval and authorization of the District Attorney.

Suitable workspace, administrative staff, and additional investigator and prosecutor assistance may be provided by the District Attorney at the District Attorney's discretion and will not be included in the pricing schedule.

Expenses:

The Special Prosecutor currently does not anticipate any expenses beyond that which is included in the hourly rates (e.g., printing, telephone, parking, etc.). If the Special Prosecutor subsequently anticipates incurring any out-of-pocket expenses, the Special Prosecutor will notify the District Attorney to obtain approval for reimbursement prior to actually incurring the expenses.

EXHIBIT C

LIST OF CASES ASSIGNED TO SPECIAL PROSECUTOR

Exhibit C shall be amended upon the District Attorney's approval of any Case Assignments.

Date Case Assigned	Case Name	Case Number	Maximum Amount

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EXHIBIT D

**EMPLOYEE ACKNOWLEDGMENT
AND CONFIDENTIALITY AGREEMENT**

General Information

Your employer, **Michael Gennaco**, has entered into a contract with the Los Angeles County District Attorney's Office to provide various services to the County. Therefore, we need your signature on this employee acknowledgment and confidentiality agreement.

Employer Acknowledgment

I understand that **Michael Gennaco** is my sole employer for purposes of this Agreement.

I understand and agree that I am not an employee of Los Angeles County for any purpose and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles during the period of this employment.

I understand and agree that I do not have and will not acquire any rights or benefits pursuant to any agreement between my employer, **Michael Gennaco**, and the County of Los Angeles.

As an employee of **Michael Gennaco**, you may be involved with work pertaining to County services, and, if so, you may have access to confidential and privileged information and data pertaining to persons and/or entities represented by the County of Los Angeles. The County has a legal obligation to protect all confidential data in its possession, especially data concerning health, criminal and welfare recipient as well as that protected by the attorney/client privilege and attorney work product. Consequently, you must sign this Confidentiality Agreement for the County of Los Angeles.

I hereby agree that I will not divulge to any unauthorized person, data obtained while performing work pursuant to the contract between **Michael Gennaco**, Special Prosecutor, and the District Attorney.

I agree to forward all requests for the release of information received by me to my immediate supervisor.

I agree to report any and all violations of the above by any other person and/or by myself to my immediate supervisor, and I agree to ensure that said supervisor reports such violation to the District Attorney. I agree to return all confidential materials to my immediate supervisor upon termination of my employment with **Michael Gennaco**, Special Prosecutor, or upon completion of the presently assigned work task, whichever occurs first.

I acknowledge that violation of this Agreement & Acknowledgment may subject me to civil and/or criminal action and that the County of Los Angeles will seek all possible legal redress.

Signature _____ Dated _____

Printed Name _____

Position/Title _____



Report on the Sheriff's Department's Taser Policy, Training, and Usage

December 16, 2024

Table of Contents

UPDATED TASER POLICY IMPLEMENTATION STATUS.....	1
General Standard for Taser Use	3
Analysis of General Standard for CEW Use.....	7
Multiple Taser Activations, Duration of Activation, and Limits.....	10
Other Board CEW Directives.....	13
Documentation of Taser Use	14
Disciplinary Policies for Violations of the Taser Policy	15
UPDATE ON DEPARTMENT TRAINING ON THE NEW CEW POLICY	16

Updated Taser Policy Implementation Status

On October 3, 2023, the Board of Supervisors [passed a motion](#) directing the Los Angeles County Sheriff's Department to revise its policies on Tasers — which the Sheriff's Department refers to by the generic name “Conducted Energy Weapons” (CEWs) — and incorporate best practices from other law enforcement agencies to ensure its policies comply with State and Federal law.

The Board instructed that the Sheriff's Department's policy revisions, at a minimum, address the following issues:

- i. Definitions and clear examples of the differences among an individual “actively resisting,” a “threat,” and compliance;
- ii. Clear guidance for when a Taser can be used, e.g.: only in situations in which the use of such potentially lethal force is justified;
- iii. Mandatory reassessment periods in between each deployment of the Taser to determine if an additional deployment is necessary, and lawful, based on the current threat level presented;
- iv. Approval by a supervisor, when available, for multiple Taser deployments;
- v. A policy limiting the frequency on how often a Taser can be deployed on an individual, including strict limitations/prohibition on repeated Taser application;
- vi. Justification and documentation of Taser use, including “sparking;”¹
- vii. Limitations on:
 1. Number of times a deputy can “drive stun” or “dry Taser” an individual;
 2. Duration of a Taser discharge on an individual;
 3. Number of times a Taser can be discharged;
- viii. Strict criteria for when the Taser can be used in all forms;
- ix. Limitations on the use of Tasers on at-risk individuals, such as:

¹ “Sparking” refers to activating the Taser without discharging the probes so that arc of electricity visibly and audibly appears on the front of the device, as a means of gaining compliance prior to Taser deployment. The new generation of Taser 10s do not have a sparking feature and instead have a warning siren.

1. Individuals who are, or present, in an altered state;
 2. Individuals with known or identifiable physical, mental health, learning, and other disabilities; and
- x. Specific disciplinary policies and guidelines for violations of the Taser policy or if there is misconduct associated with the use of a Taser.

In response to the Board motion, the Sheriff's Department provided [two letters reporting back](#) to the Board on the status of the policy's development and meet-and-confer discussions with labor representatives.² On July 23, 2024, the Department provided the Board with the finalized version of its new Conducted Energy Weapon (CEW) policy, published under Manual of Policy and Procedures (MPP) sections 5-06/045.00 through 5-06/045.14 (collectively, the CEW Policy).³

As noted in the Board motion, CEWs are potentially lethal. The Board motion itself identifies significant settlements by the County for lawsuits filed over a death following the use of a CEW by Sheriff's deputies. The motion also references settlements for the improper use of CEWs by deputies, meaning that the use of the CEW may have constituted excessive force. These settlements detail conduct that justifies policies limiting the use of a CEW to circumstances where the potential for causing serious injury or death to a subject are warranted. While the revised CEW Policy is an improvement over the Department's previous policy, it fails to adequately describe the necessary threat level justifying use of a CEW, fails to include some necessary definitions, and fails to address some of the directives in the Board motion. In response to a draft of this report, the Sheriff's Department fails to acknowledge that its policy allows the use of a CEW if there is *any* threat of harm, however insubstantial. This report addresses each of these points and makes recommendations for improving the policy consistent with the Board's motion. The Office of Inspector General compared the Sheriff's Department's CEW Policy to policies at other large, urban law enforcement

² In addition to reporting on the status of its Taser policy and the meet-and-confer process with the labor unions regarding the policy, the Sheriff's [letter of January 30, 2024](#), noted that the Department reviewed its policies and procedures to remove references to excited delirium from all materials as recommended by the Civilian Oversight Commission (COC) and referenced in the Board's motion. The term is not used in the CEW Policy and was removed from the Department's Manual of Policy and Procedures. The Department's Field Operations Support Services (FOSS) Newsletter 07-13 – Excited Delirium was rescinded to comply with the prohibition on the use of the term by peace officers. Additionally, FOSS Newsletter 23-05 – 2024 Legislative Update notes that peace officers are prohibited from using the term.

³ The Sheriff's Department rescinded [MPP section 5-06/040.95 - Electronic Immobilization Device \(TASER\)](#) and subsequent sections, its former policy on Tasers.

agencies in California and nationally, particularly agencies under federal consent decrees whose policies are developed in consultation with the U.S. Department of Justice and court-appointed monitors and with special attention to preventing abuse.⁴

The Sheriff's Department's changes to its former policy reflect an emphasis on using CEW in an objectively reasonable, proportional, and necessary manner, and provide similar protections against abuse and specificity in its provisions to the other comparable agencies we examined.

However, the Office of Inspector General noted several provisions of the Board's motion not fully addressed in the new policy and several ways that the Department should provide greater guidance in subsequent revisions of the CEW Policy and through CEW training, including: 1) sufficiently emphasizing that any deployment of a CEW poses a significant risk of harm, including death; 2) recognizing that a CEW deployment is an intermediate use of force tool with the potential to cause severe harm or injury or death, and as such should be used in a limited and controlled capacity only to control a threat of serious bodily injury that justifies the use of potentially deadly force; 3) emphasizing that the CEW is most safely and effectively used in probe mode, at a distance, when such force is objectively reasonable and necessary to control a threat of serious bodily injury; 4) requiring more robust documentation of the deployment of a CEW, to include investigation of remote activation of nearby body-worn cameras at the time of deployment, and requiring reporting of the pointing of a CEW at a person or use of warning activations.

In a letter dated December 13, 2024, the Sheriff's Department responded to a draft of this report. The letter is appended at the end of this report.

General Standard for Taser Use

The new CEW Policy provides that Department members may use a CEW in the following circumstances:

- When a subject poses an immediate threat of harm to any person; or
- When a subject needs to be taken into custody or safely controlled and the level of resistance presented by the subject is reasonably likely to cause

⁴ Specifically, the Office of Inspector General compared policies on CEWs from the [Los Angeles Police Department](#), [San Diego Police Department](#), [San Diego County Sheriff's Department](#), [San Jose Police Department](#), [Long Beach Police Department](#), [Philadelphia Police Department](#), [Seattle Police Department](#), [Chicago Police Department](#), [Baltimore Police Department](#), and [San Bernardino County Sheriff's Department](#).

injury to the Department member, subject, or any other person who comes within contact range; or

- When a person is threatening or attempting suicide and the use of a CEW would not increase the risk of serious bodily harm or death to that person.⁵

As written, only the first of these three circumstances justifies the use of a CEW and that circumstance should be revised to state that a CEW may only be used when a subject poses a threat of *serious bodily injury* to any person. The use of a potentially lethal weapon is only justified if such a threat is present. The term “serious bodily injury” is defined in both the CEW Policy and the Use of Force policy and mirrors the definition of serious bodily injury in California Penal Code section 243(f), which is the definition in the Department’s Use of Force policy.⁶ For the other two circumstances described, while use of a CEW is not objectively reasonable, various other forms of less-lethal and less-dangerous force may be objectively reasonable if there is a substantial threat of physical injury and the force is proportional to the threat.⁷ Also, if a resisting subject poses a threat of serious bodily injury, that is covered by the first circumstance without the necessity of including resistance as a separate category.

These revisions are consistent with the restatement in the policy that the standard for CEW use, as with any use of force (set forth in the Department’s general Use of Force policy), “must be objectively reasonable, proportional, and reasonably appear to be necessary.”⁸ The Department’s general Use of Force Policy sets forth factors to be

⁵ [MPP 5-06/045.02](#) – CEW Activation Against Subjects.

⁶ See [MPP 5-06/045.01](#), [MPP 3-10/004.00](#) and [Penal Code section 243\(f\)](#) all of which define serious bodily injury as “a serious impairment of physical condition, including but not limited to the following: loss of consciousness; concussion; bone fracture; protracted loss or impairment of function of any bodily member or organ; a wound requiring extensive suturing; and serious disfigurement.”

⁷ A study of use of less-lethal force incidents at large metropolitan police agencies from 2019 to 2015, found that “chemical agents are predicted to cause hospitalization or death in 4% of cases, compared to 13% for [CEW], 16% for impact weapons and 37% for canines.” While impact weapons and canines were found to cause more serious injuries, the study found that of the three deaths that occurred, two were incidents involving the use of a CEW and one a police canine. More importantly, CEWs were the most frequently employed less-lethal option, accounting for 70% of the less-lethal uses of force, meaning that because of their more frequent use CEW cause more injuries. Kevin Petersen, Christopher S. Koper, Bruce G. Taylor, Weiwei Liu, Jackie Sheridan-Johnson, [Less-Lethal Weapons and Civilian Injury in Police Use of Force Encounters: A Multi-agency Analysis](#), J. Urban Health (2024).

⁸ See [MPP 5-06/045.02](#) – CEW Activation Against Subjects; [MPP 3-10/020.00](#) – Use of Force Policy.

considered in evaluating force this standard.⁹ Because of the risks posed by CEWs, for the use of a CEW to be proportional, the threat must be a threat of serious bodily injury or death, meaning such a revision is necessary to align the CEW policy with the general policy on using force and for internal consistency in the CEW policy.

Importantly, allowing CEWs only in response to a threat of “serious bodily injury” does not necessarily limit them to situations where “deadly force” would be allowed.¹⁰ California law and Sheriff’s Department policy authorizes “deadly force” only where “necessary ... [t]o defend against an imminent threat of death or serious bodily injury to the officer or to another person,” or to apprehend a fleeing person for certain felonies where the officer reasonably believes “that the person will cause death or serious bodily injury to another unless immediately apprehended.”¹¹ CEWs should be used to avoid the need for deadly force, or other more serious force, and should therefore be used before firearms are “necessary.” This does not mean that CEWs should be used to respond to the mere possibility of minor harm to officers that would not rise to serious bodily injury and thus justify potentially lethal force. Instead, CEWs should be used where officers reasonably perceive a threat of serious bodily injury — a threat not sufficiently imminent to make deadly force necessary — and reasonably believe that immediate use of the CEW is necessary to prevent the situation from escalating to the point where deadly force, or other more serious force, may be used. For example,

⁹ These factors include whether the subject posed an immediate threat, the severity of the crime, whether the subject is actively resisting arrest, whether the subject has been given a reasonable opportunity to calm down and comply with directives, the feasibility of using de-escalation tactics, other characteristics of the subject (such as age, size, relative strength, skill level), the Department member’s level of training and experience, the level of threat or resistance presented by the subject, the subject’s possession of or access to weapons, the influence of drugs or alcohol on the subject, the mental capacity or mental health of the subject, whether the subject has any apparent physical or developmental disabilities, the availability of other resources, environmental conditions, and other emergent circumstances. [MPP 3-10/020.00](#) – Use of Force Policy.

¹⁰ Penal Code section 835a(e)(1) defines “deadly force” to mean “any use of force that creates a substantial risk of causing death or serious bodily injury, including, but not limited to, the discharge of a firearm.” *See also* [MPP 3-10/004.00](#) - *Use of Force Terms Defined*. Although CEWs can cause death or serious bodily injury in some cases, and the CEW policy should recognize that potential, the risks of such outcomes are low enough that CEWs may not qualify as “deadly force” as defined in state law or Sheriff’s Department policy. *See* Pedersen et al., *supra* note 7 (study of police “less-lethal” force incidents predicting that CEWs are likely to cause hospitalization or death in 13% of uses). As the Ninth Circuit noted regarding bean-bag shotguns in *Glenn v. Washington County* (9th Cir. 2011) 673 F.3d 864, 871-872, “[a]lthough [the weapons] are not designed to cause serious injury or death, [they are] considered a ‘less-lethal’ weapon, as opposed to a non-lethal weapon, because [they] can cause serious injury or death.”

¹¹ [Penal Code section 835a\(c\)\(1\)](#); *see also* [MPP 3-10/045.00](#) - *Use of Deadly Force and Firearms*.

officers facing a person with a knife, thirty feet away and neither responding to commands nor advancing, would be confronting a threat of serious bodily injury, but not one sufficiently imminent to make deadly force necessary. Use of a CEW, however, would likely be appropriate to prevent the risk of the person moving towards officers and leading to the use of deadly force after other options have been exhausted.

Warning required when feasible. The policy requires that, before using a CEW, “when feasible, Department members shall give a loud verbal warning to the subject and anyone else present, that a CEW will be used,” “will not use the CEW until a reasonable amount of time has passed to allow the subject time to comply,” and will provide additional warnings before subsequent applications.¹² This language tracks closely with the more protective policies from comparable agencies.¹³

The CEW Policy also provides that in addition to a verbal warning, a Department employee may arc or spark a Taser (for older Tasers) or activate the CEW lasers or activate the warning alert (on the Taser 10). Department members should point the CEW in a safe direction when arcing and never intentionally point the lasers into the eyes of a subject. As discussed below, the CEW Policy does not define activating any warning system on a CEW, including displaying an electrical arc, as a reportable use of force or otherwise require reporting.¹⁴

Use on Fleeing Subjects: The CEW Policy instructs that “[m]erely running away from a pursuing Department member is not sufficient justification for use of a CEW,” and that before using a CEW on a fleeing subject, a deputy “shall consider the severity of the offense, the level of threat posed by the subject who is fleeing to Department members or other people, whether the subject can be recaptured later, and the risk of serious bodily injury to the subject who is fleeing.”¹⁵ This portion of the CEW Policy should be revised to state that a CEW may only be used on a fleeing subject when the department

¹² [MPP 5-06/045.08](#) – *CEW warnings and time to comply*. The policy also distinguishes a verbal warning that a CEW will be used (giving the example, “Stop or you will be tased!”) from an announcement to other Department members before CEW use (such as “Taser! Taser!”).

¹³ See, e.g., Los Angeles Police Dept., [Use of Force Directive No. 8, Electronic Control Device Taser 7](#) (requiring that officers “shall, when feasible” give warning before using a Taser, and that officers must provide justification when a warning is not given); Baltimore Police Dept., [Policy 719 – Conducted Electrical Weapon](#), Directive 4 (requiring warning plus time to comply); Chicago Police Dept., [General Order G03-02-04, Taser Use Incidents](#) (requiring warning “where feasible”).

¹⁴ [MPP 5-06/045.14](#) – *Responsibilities After CEW Use*.

¹⁵ [MPP 5-06/045.02](#) – *CEW Activation Against Subjects*.

member reasonably believes that the subject poses a threat of serious bodily injury to themselves or another person unless immediately apprehended.

Heightened Risk Factors. The CEW Policy also specifies several situations that pose a greater risk of serious injury, in which it instructs that Department members should avoid using a CEW on subjects absent emergency circumstances, including subjects: positioned on an elevated or unstable surface; operating or riding any mode of transportation; in water, mud or marsh; and the ability to move restricted; believed to pregnant, under 12, elderly or visibly frail, or to have a pacemaker; near flammable materials; handcuffed, restrained, incapacitated, or immobilized; actively fleeing or running away; or when more than one CEW would be used on the same subject at the same time.¹⁶

Prohibited Uses. The CEW Policy also prohibits using a CEW for several specific purposes, including on a subject who is only argumentative or uncooperative, on a subject only passively resisting in situations such as non-violent protests or demonstrations, to prevent destruction of evidence, to awaken a person, to elicit statements or confessions from subjects, and as a form of punishment or retaliation.¹⁷ The use of a CEW in these situations would almost certainly not meet the general standard for CEW use in the current policy, because they do not describe scenarios in which the subject poses “an immediate threat of harm to any person” or needs to be “safely controlled and the level of resistance presented by the subject is reasonably likely to cause injury.” But including the express prohibitions helps add clarity on appropriate CEW use for Department members and the public. The Department should consider clarifying during training and any subsequent policy revisions that these scenarios are not exceptions to the general standard, but specific instances in which CEW use would be unjustified under the standard.

Analysis of General Standard for CEW Use

At a general level, the Sheriff’s Department’s CEW Policy provides guidance on CEW use with a similar or greater degree of detail and protection against misuse to those other large departments the Office of Inspector General compared in California and nationally, including departments subject to recent court oversight. These agencies generally recite the agency’s applicable standards for use of force, caution that CEWs pose risks including death or serious injury, and set forth lists of vulnerable subjects or

¹⁶ [MPP 5-06/045.07](#) – *CEW Deployment Considerations*.

¹⁷ [MPP 5-06/045.03](#) – *CEW Prohibited Use*.

particular situations that present heightened risk of serious injury from CEWs, as well as providing guidance on multiple and simultaneous activations, as discussed below.

Still, the Office of Inspector General has identified some points where the CEW Policy does not fully address the directives in the Board motion, or where other departments' policies provide greater clarity or protection, that the Sheriff's Department should consider addressing through training or in the next revision of its CEW policy.

Guidance on appropriate threat level for use. As discussed previously, the CEW policy does not define "threat," as the Board instructed, leaving the authorization to use CEWs when the subject poses an immediate "threat of harm to any person" very broad. While the Office of Inspector General recommends defining threat as the *threat of serious bodily injury*, definitions by other agencies may also be considered. Several agencies provide more guidance to their officers on the threat level that should justify CEW use and how to balance the threat with the risks from CEWs. The Los Angeles Police Department, for example, expressly authorizes the use of Tasers as a means of avoiding the use of deadly force under circumstances when, if "[a] threat is not immediately addressed, there is an articulable risk the incident could escalate to the use of deadly force."¹⁸ The San Diego Police Department authorizes a Taser use on people who are "exhibiting assaultive behavior or life-threatening behavior" or "to control actively resisting subjects reasonably believed to possess or have immediate access to a deadly weapon."¹⁹ Some agencies follow federal caselaw in identifying CEWs as an "intermediate" level of force, placing them on a use-of-force continuum above (i.e. more severe than) oleoresin capsicum (OC) spray.²⁰ While the Sheriff's Department policy does state that CEWs cause "certain effects, including physiologic and metabolic changes, stress, and pain," and "contribute to cumulative exhaustion, stress, cardiac, physiologic, metabolic, respiratory, and associated medical risks which could increase the risk of death or serious injury,"²¹ it should in its training inform deputies that federal courts in this jurisdiction have recognized that the application of a CEWs constitutes "an intermediate level of force with 'physiological effects, ... high levels of pain, and

¹⁸ Los Angeles Police Dept., [Use of Force Directive, No. 8, Electronic Control Device: Taser 7](#) (Sept. 2023).

¹⁹ San Diego Police Dept., [Procedure 1.07 – Administration, Use of Tasers](#).

²⁰ See Philadelphia Police Dept., [Directive 10.3 - Use of Less Lethal Force: The Conducted Energy Weapon \(CEW\)](#) (June 23, 2022).

²¹ See [MPP 5-06/045.00 – Conducted Energy Weapon \(CEW\)](#).

foreseeable risk of physical injury.”²² Without additional guidance on either the level of threat that is appropriate for CEW use, or the level of pain and intrusion CEW’s cause, there is a genuine risk Department members will use the devices inappropriately. The Office of Inspector General recommends that the Department consider providing members with additional guidance, through immediate training and future policy revisions, on the level of threat required to justify CEW use, and the level of pain caused, to help them evaluate when CEW use is reasonable and proportional under the CEW Policy.

Definition of “immediate threat.” The CEW Policy states that CEW use is appropriate when “a subject poses an immediate threat of harm to any person,” without defining the term “immediate threat.”²³ The Office of Inspector General proposed, in comments to the draft CEW policy, using the term “imminent threat,” which is defined in both the Use of Force policy and Penal Code section 835a,²⁴ instead of “immediate threat” which is not defined in either section. The Department responded to this report that some federal case law on CEWs uses the term “immediate” threat or risk, also without defining it. If the Department keeps this term, rather than changing the standard to “threat of serious bodily injury” as recommended above, it should address the definition of “immediate

²² *Gravelet-Blondin v. Shelton* (9th Cir. 2013) 728 F.3d 1086, 1091 (quoting *Bryan v. MacPherson* (9th Cir. 2010) 630 F.3d 805, 825); accord *Ashley v. Moore*, 2024 U.S. Dist. LEXIS 28103(2024 WL 670398) (Feb 19, 2024) *15-16; *Estate of Adkins, by and Through Adkins v. Cnty. of San Diego* (S.D. Cal. 2019) 384 F. Supp. 3d 1195, 1202 (discussing use of taser as “intermediate” use of force).

²³ While this report and previous comments in response to what was then a draft of the CEW Policy, we recommend that policy allow for the use of a CEW only when there is a threat of serious bodily injury that justifies the use of potentially deadly force, we recognize that revisions to this policy may require negotiations with the employee unions. However, the Sheriff’s Department may make changes that constitute a managerial decision. Changing a term from “immediate” to “imminent” may constitute such a managerial decision. Alternatively, the Department could meet and confer with the employee unions on this minor change that uses a defined term rather than a term that is not.

²⁴ [MPP § 3-10/004.00 - Use of Force Terms Defined](#) (“A threat of death or serious bodily injury is imminent when, based on the totality of the circumstances, a reasonable peace officer in the same situation would believe that a person has the present ability, opportunity, and apparent intent to immediately cause death or serious bodily injury to a Department member or another person. A simple statement of fear for safety is not enough to justify the use of deadly force. There must be objective facts indicating that the threat needed to be instantly confronted and addressed.”); [Penal Code § 835a\(e\)\(2\)](#) (“A threat of death or serious bodily injury is ‘imminent’ when, based on the totality of the circumstances, a reasonable officer in the same situation would believe that a person has the present ability, opportunity, and apparent intent to immediately cause death or serious bodily injury to the peace officer or another person. An imminent harm is not merely a fear of future harm, no matter how great the fear and no matter how great the likelihood of the harm, but is one that, from appearances, must be instantly confronted and addressed.”).

threat” in training and, at its next revision of the policy, should change the language of the policy to imminent threat as already defined in the both the Use of Force policy and state law.

Definitions of “actively resisting” and “compliance.” The CEW Policy does not use the term “actively resisting” or “active resistance,” and instead uses the “threat of harm” to describe circumstances under which CEW use is appropriate. With additional clarification of the appropriate level of threat of harm, as recommended above, the CEW Policy could clearly convey the standards for use without using and defining the term “active resistance.” The policy does define “passive resistance” as when a “suspect is uncooperative and may be argumentative but is not a threat to the Department member or others. The suspect is not responding to verbal commands and may refuse to move by standing still, sitting down, laying down, going limp, grabbing onto an object, or linking arms with others during a non-violent protest or demonstration.”²⁵

Multiple Taser Activations, Duration of Activation, and Limits

A Taser works by causing neuro-muscular incapacitation (NMI) – uncontrolled muscle contractions that result in the temporary loss of voluntary motor functions.²⁶ As the CEW Policy cautions, CEW applications may contribute to cumulative exhaustion, stress, cardiac, physiologic, metabolic, respiratory, and associated medical risks, which could increase the risk of death or serious injury, and the “risk of death or serious injury may increase with repeated, prolonged, or simultaneous CEW exposure.”²⁷ Several aspects of the new policy address the increased risk from multiple or repeated applications.²⁸

First, as described above, the CEW Policy specifies that “each individual application of a CEW” is considered a separate use of force that must meet the policy’s standards. The policy expressly cautions that a “subsequent activation may not be justified, even seconds later, if the immediate threat or level of resistance giving rise to the initial use of

²⁵ [MPP 5-06/045.01](#) – CEW Use of Force terms defined.

²⁶ [MPP 5-06/045.01](#) – CEW Use of Force terms defined.

²⁷ [MPP 5-06/045.00](#) – Conducted Energy Weapon (CEW).

²⁸ A single application of a CEW usually consists of a timed cycle of five seconds. [MPP 5-06/045.01](#) – CEW Use of Force terms defined. The CEW Policy states that where the issued or assigned CEW model permits, the CEW shall be set to allow no more than a 5-second cycle on a single trigger pull. [MPP 5-06/045.10](#) – CEW Authorized Equipment and Certification.

a CEW has been eliminated,”²⁹ and expressly instructs that “Department members are to continuously assess the subject and use only the number of CEW energy cycles that is proportional, objectively reasonable, and which reasonably appears to be necessary to overcome the immediate threat, take a subject into custody, or safely control a person.”³⁰ While the CEW Policy does not specifically require “[m]andatory reassessment between each deployment,” as referenced in the Board motion, the CEW Policy’s directive to consider each application of the CEW as a separate use of force effectively requires reassessment between applications.

Second, the new CEW Policy instructs Department members “to minimize repeated, continuous, or simultaneous exposures to reduce the risk of death or serious injury to some particularly susceptible individuals,” and to consider specific factors before additional activations of a CEW, including whether the need to safely control the subject outweighs the potential increased risk posed by multiple applications, whether the probes are making proper contact and NMI continues, whether the subject has the ability and has been given a reasonable opportunity to comply and whether verbal commands or other options or tactics may be more effective.³¹ Although the new policy does not set a fixed limit on the maximum number of activations that deputies can use, it does instruct Department members that, “[o]nce NMI is achieved, if reasonably safe and feasible to do so,” they should “consider other force options before using more than three CEW cycles or more than 15 seconds of CEW application.”³² If Department members “realize that the CEW is not achieving the intended goal,” the policy states that they should “transition to other force tools or tactics.”³³

Third, the CEW Policy expressly instructs Sheriff’s Department members to “begin control and restraint procedures, including during CEW exposure (“cuffing under power”), as soon as reasonably safe and practical.” Most other agency policies we examined contained a similar instruction. Encouraging members to restrain the subject quickly, while incapacitated by the active CEW cycle, helps minimize the number of CEW applications by lessening the potential that the subject remains uncontrolled and repeated applications will be justified.

²⁹ [MPP 5-06/045.02](#) – *CEW Activation Against Subjects*.

³⁰ [MPP 5-06/045.02](#) – *CEW Activation Against Subjects*.

³¹ [MPP 5-06/045.02](#) – *CEW Activation Against Subjects*.

³² [MPP 5-06/045.02](#) – *CEW activation against subjects*.

³³ [MPP 5-06/045.02](#) – *CEW activation against subjects*.

Finally, the policy also requires that deputies “continue to give warnings before additional deployments while allowing sufficient time for the subject to recover, reconsider their refusal to comply, and comply with instructions.”³⁴ The policy appropriately cautions that, due to the incapacitation caused by NMI, Department members should “consider whether the initial CEW application in probe mode has rendered the subject unable to physically move or comply with commands before applying subsequent cycles,” and notes that in such cases, a “mere failure to respond to instructions is not sufficient justification for additional CEW discharges.”³⁵

The new CEW Policy does not require a supervisor's approval for multiple Taser deployments, as the Board's motion directed, although it provides that “when time and circumstances permit, and it is reasonably safe and feasible to do so, Department members shall request a supervisor before using a CEW.”³⁶ In many instances, supervisory approval for multiple deployments likely is not feasible if there is not a supervisor on scene.

The Sheriff's Department's policy provides similar caution on multiple applications as policies from other large departments we compared. In addressing multiple applications, a CEW Policy must balance the heightened risk from repeated CEW exposure, on one hand, with the risks that alternative tactics might cause even greater harm, including the possibility that a firm limit on Taser applications might force deputies to resort to lethal force in some instances if set too low, while if set too high might have the perverse effect of implicitly condoning repeated applications below that limit. The Department's decision to identify three applications as a threshold beyond which the policy requires attention to the effectiveness of the CEW and alternative tactics provides deputies some guidance on the number of applications that should cause concern, particularly in conjunction with a clear, separate evaluation of each application and the requirement that deputies provide warnings and time to comply before additional activations. Most agencies similarly identify three applications as a point at which officers should carefully evaluate the effectiveness and consider alternate tactics, although the San Diego Police Department sets that point at two applications.³⁷ At least one other jurisdiction has gone further and have established a firm limit on multiple CEW activations. For example, the

³⁴ [MPP 5-06/045.02](#) – CEW activation against subjects; [MPP 5-06/045.08](#) – CEW warnings and time to comply.

³⁵ [MPP 5-06/045.02](#) – CEW activation against subjects; [MPP 5-06/045.08](#) – CEW warnings and time to comply.

³⁶ [MPP 5-06/045.02](#) – CEW activation against subjects.

³⁷ San Diego Police Dept., [Procedure 1.07, Use of Tasers](#) § VI.A.3 (“If the officer is unable to gain and maintain control of the subject after two cycles, officers should consider other appropriate force options to respond to the threat level presented.”).

Philadelphia Police Department not only warns officers that continuous cycling and exposure to CEW longer than fifteen seconds may increase the risk of death or serious injury, but clearly prohibits law enforcement officers from administering more than three successful CEW cycles (or a total of 15 seconds of CEW activation) against a subject.³⁸

Other Board CEW Directives

Drive-Stun Mode. In Drive-Stun Mode, the end of a Taser is held against a person's body to deliver a localized electrical charge that may leave marks and scars. Drive-stun mode alone does not result in NMI and requires Department members to be at close range.³⁹ According to the CEW Policy, using the drive-stun mode for pain compliance may have limited effectiveness and, when used repeatedly, may even exacerbate the situation. The practice of using a CEW in drive-stun mode as a pain compliance tactic should be reserved for situations where alternative control measures cannot be used.⁴⁰ The rules for multiple drive-stun activations are the same as discussed above, meaning that each application is must be considered as a separate use of force, that before each application a CEW-usage warning should be given, and that after three applications there should be an evaluation of the effectiveness of the drive-stun application and whether alternative uses of force might be more effective.

The new Taser 10 device no longer has drive-stun functionality, so the tactic will be phased out with the full implementation of the new equipment. In the meantime, however, many deputies, custody assistants, and security officers still have the older Taser models with the drive-stun function, and the Department still teaches the drive-stun technique.⁴¹

Limitations on the Use of Tasers on At-Risk Individuals. As described above, the Department's Use of Force Policy, which applies to all uses of force, lists the mental capacity or mental health of the subject, apparent physical or developmental disabilities, and whether the subject appears pregnant as factors that may be considered in determining if force was objectively reasonable, proportional, and appeared reasonably

³⁸ Philadelphia Police Dept., [Directive 10.3 - Use Of Less Lethal Force: The Conducted Energy Weapon \(CEW\)](#) § 5.C.7 (June 23, 2022) ("Under no circumstances are officers authorized to administer more than **THREE (3) SUCCESSFUL CYCLES** against a person." (emphasis in original)).

³⁹ [MPP 5-06/045.01](#) – CEW Use of Force terms defined.

⁴⁰ [MPP 5-06/045.02](#) – CEW activation against subjects.

⁴¹ See Video, Training Bureau Tip of the Week (discussing three drive-stun applications of Taser) (at 1:25 mins).

necessary.⁴² The CEW Policy also adds the additional factors of whether the subject is known or believed to be under 12 years of age, elderly or visibly frail, or to have a pacemaker as deployment considerations that may increase the risk of serious injury to a subject.⁴³

Documentation of Taser Use

Directive 2(b) of the Board's October 3, 2023, motion asks for recommendations on current Taser technology to ensure proper documentation and tracking of Taser use, including the institution of early warning systems for deputies who misuse or have a history of repeated use of the Taser on an individual.

The Department stated in its [January 30, 2024](#), report back to the Board that the draft CEW Policy required reporting of the use of force, including documenting details of the incident, including observations, distances, sparking, the number of activations, the subject's post-deployment behavior, injuries, as well as other metrics. These requirements are outlined in [MPP 5-06/045.11](#) – Responsibilities After CEW Use. Currently, the Sheriff's Department's [Taser Deployment Dashboard](#) tracks all Taser deployments throughout the Department from April 2024 to the current month. Information on the Dashboard can be broken down by date, facility/station, city, and the age, race, and gender of the subject.

The Department recently altered its policy on reportable use of force to require members to report any incident in which they intentionally point a firearm at a person.⁴⁴ But the Department does not require deputies to report pointing less-lethal force options at a person, including a Taser. While Tasers may present less of a risk than firearms, the use of sparking, a laser sight, or warning siren to gain compliance nonetheless constitutes a significant intrusion for a civilian that the Department should track. Additionally, tracking use of Taser's warning features could also help the Department assess their effectiveness as a deterrent and review incidents where it was employed in order to improve training and policy. California law already requires law enforcement agencies to document all stops conducted by peace officers.⁴⁵ The Department need

⁴² [MPP3-10/020.00](#) – Use of Force Policy.

⁴³ [MPP 5-06/045.07](#) – CEW *deployment considerations*.

⁴⁴ [MPP 3-10/038.00](#) – Reportable Use of Force and Force Categories.

⁴⁵ Gov. Code, § 12525.5.

not require pointing of a CEW to be reported on a separate form or as a use of force, but could simply add means of recording a pointed CEW to the stop data form.

While most other agencies the Office of Inspector General examined do not require officers to report pointing a CEW, some do. The San Jose Police Department requires officers to report activation of a warning arc in an offense report or computer automated dispatch (CAD) entry, but not as a use of force report.⁴⁶ The Baltimore Police Department goes further and classifies pointing a CEW at a person or displaying a warning arc as a Category 1 use of force, which requires reporting and notification of a supervisor.⁴⁷

The Office of Inspector General recommends that the Department at least add a checkbox in its stop forms to allow deputies to indicate whether they pointed a Taser or activated the warning arc or siren.

Disciplinary Policies for Violations of the Taser Policy

The Sheriff's Department generally sets forth recommended disciplinary ranges for violations of different policies in its *Guidelines for Discipline*. The Department has not amended *Guidelines* to provide any specific discipline for violation of the CEW Policy. According to the Department, a violation of the CEW Policy would fall under a catchall provision that provides that discipline for any violation not specifically listed in the *Guidelines for Discipline*, which ranges from written reprimand to discharge.⁴⁸ Misuse of a CEW might also violate other policies, including the policies on using and reporting force generally, which also carry penalties from written reprimand to discharge.

⁴⁶ San Jose Police Dept., Duty Manual (Public Version) at 292, [L 2614 — Use of Electronic Control Weapons and Reporting Requirements](#) (“An officer who only displays a de-escalation warning arc is not required to notify his/her supervisor or complete an Automated Use of Force Template. An arc display should be documented in a General Offense Report or Supplemental. If a General Offense report is not required, the officer will note the display in the CAD event.”).

⁴⁷ Baltimore Police Dept., [Policy 719 — Conducted Electrical Weapon](#) (Mar. 11, 2024), Directive 28 (“Pointing a CEW at a person and/or ‘Displaying the Arc’ is considered Level 1 Use of Force”); Baltimore Police Dept., [Policy 725 — Use of Force Reporting, Review, and Assessment](#), Directives 8 & 9 (Apr. 29, 2024).

⁴⁸ MPP § 3-01/030.10, [Obedience to Laws, Regulations and Orders](#).

Update on Department Training on the New CEW Policy

BOS Directive 2(c) of the Board's October 3, 2023, motion asks for recommendations for updated training and a plan to ensure LASD staff are trained on new policies within 180 days after their adoption.

Besides the new CEW Policy, the Department's new Taser training certifies employees to use the new Taser 10, a new generation of Taser device that has significant changes in operation and functionality compared to prior generations, including the following:

- *Multiple, individual probe deployments.* Prior generations of Tasers fired two probes at once, spread at an angle, giving devices a maximum range of 25 feet. Both probes had to strike the target and make contact for the Taser to be effective at range, and firing additional probes required changing the Taser cartridge. Taser 10 fires one probe at a time, up to a total of ten probes, with a maximum range of 45 feet, and will be effective if any two probes make contact. If the Taser initially proves ineffective because probes have not made contact, a user can fire additional probes to attempt to make the device effective.
- *Reactivation.* Tasers apply current for a 5-second period after activation. In generations prior to the Taser 10, users could re-activate prior generations for additional 5-second periods by pulling the trigger again. With the Taser 10, an additional pull of the trigger will fire another probe as well as reactivating. Taser 10s can be reactivated without firing another probe by using a separate switch on the Taser.
- *Signal Activation.* Axon, the maker of the Taser brand of CEW, also manufactures the body-worn cameras used by the Sheriff's Department. The Signal Activation feature of the Taser 10 allows a deputy's Taser to electronically activate that deputy's body-worn camera when the deputy arms the Taser, making it ready to fire. This technology reduces the risk that body-worn cameras are not activated during a Taser incident.⁴⁹

⁴⁹ Axon's Signal Activation can also be set to automatically activate all body-worn cameras within 30 to 50-foot radius to help ensure body-cameras completely capture incidents. Other agencies, such as the Alameda County Sheriff's Department have embraced this technology. After testing and evaluating this feature, the Department has, however, chosen not to activate it, citing the burden and risk to officer privacy from unintentional activations. The Department should consider at least conducting a pilot to determine the actual impact of unintentional activations and whether any additional cost from adding this feature is warranted.

- *Warning Alert.* Older Taser models could create a spark or arc of electricity across the tip to warn subjects. The Taser 10 has a loud warning siren and flashing light, along with a laser sight, that the user can activate.

The Sheriff's Department purchased 3,197 Taser 10s and conducted its first Taser 10 training class on July 17, 2024. The Department's Taser 10 training team comprises members from the Custody Training and Standards Bureau, the Training Bureau, and the Body Worn Camera Unit.⁵⁰ As of October 2024, over 550 deputies have attended the 8-hour training course for the Taser 10. This training includes instruction on the new CEW Policy, Taser 10 use and functionalities, Signal Activation integration with body-worn cameras, and evidence management. Deputies learn to deploy the new Taser 10 and participate in scenarios designed to apply the new CEW Policy. The scenarios include live training in which instructors act as role players and virtual reality training. Each class has a maximum capacity of 25 students. At the close of the quarter, the Department had scheduled 23 classes for October 2024, with a total capacity of 575 deputies. The Office of Inspector General observed that the current one-day training schedule includes extensive lecture and testing of the Department's 15-page CEW Policy, Axon's 200-slide PowerPoint lecture,⁵¹ and physical training on the Taser 10 platform.

The new Taser 10 model presents some significant changes in operation from older models still used by the Sheriff's Department, including the different use of the trigger to fire individual probes and the use of a separate switch to reactivate the Taser without firing a probe. The Department should monitor Taser 10 use for any increase in accidental activations due to this change in operation as deputies are being asked to internalize a new way to use the device. Given the major differences in operation between the Taser 10 and the older models still currently in use throughout the Department, additional hands-on training with the Taser 10 beyond the single 8-hour class would be well warranted.

Lastly, Taser 10 training must be refreshed every 365 days for deputies to maintain certification by Axon. This means that some patrol deputies who have already been certified on the Taser 10 will need to receive the two-hour recertification training while the Department continues its initial training of patrol deputies. Taser 10 training and

⁵⁰ The Body-Worn Camera Unit holds responsibility for maintaining the technology and ensuring it functions with body-worn cameras and with Axon's evidence system, *Evidence.com*.

⁵¹ Axon manufactures the Taser 10 and all Taser models used by the Sheriff's Department. Axon also manufactures the body-worn cameras used by the Department. Axon has a training curriculum and written test that all users must pass to be certified on the Taser 10.

recertification is a considerable additional burden on the Department's training cadre, but failure to provide the infrastructure and staffing to support the training needs of the Department will undoubtedly delay the transition to a more effective, intermediate use of force tool. When the Department chooses to invest in updates use of force options, it should budget for adequate staffing, infrastructure, and equipment to successfully complete its training plan in a timely manner and ensure deputies use the devices appropriately and effectively.



OFFICE OF THE SHERIFF

COUNTY OF LOS ANGELES

HALL OF JUSTICE

ROBERT G. LUNA, SHERIFF



December 13, 2024

Max Huntsman, Inspector General
Los Angeles County Office of the Inspector General
312 South Hill Street, Third Floor
Los Angeles, California 90013

Dear Mr. Huntsman:

**LOS ANGELES COUNTY SHERIFF'S DEPARTMENT'S RESPONSE TO
THE OFFICE OF INSPECTOR GENERAL'S REPORT ON THE SHERIFF'S
DEPARTMENT'S TASER POLICY, TRAINING, AND USAGE**

The Los Angeles County Sheriff's Department (Department) is in receipt of the Office of Inspector General's (OIG) December report entitled "Report on the Sheriff's Department's Taser Policy, Training, and Usage" (Report). Thank you for the opportunity to provide a written response, which we understand will be included with the published Report.

On October 3, 2023, the Board of Supervisors introduced a motion by Supervisor Hilda L. Solis, titled, "Transparency, Accountability, and Oversight of Los Angeles Sheriff's Department's Taser Policy and Use." In response to the motion, in a letter dated January 30, 2024, the Department provided an initial but thorough response to all issues addressed in the above-mentioned motion. After lengthy and comprehensive negotiations with both the United States Department of Justice (DOJ) and impacted labor unions, the Department revised and published its Conducted Energy Weapon (CEW) policy under Manual of Policy and Procedures (MPP) sections 5-06/045.00 through 5-06/045.14. A copy of the policy is attached. This policy was approved by DOJ.

Through this correspondence, the Department offers the following comments in response to the OIG's Report. First, the Department's revised policy appropriately describes the threat level justifying the use of a CEW. The revised

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policy language is consistent with applicable case law that requires a subject be an immediate threat to the deputy or others before a deputy may use a CEW. The OIG would prefer a standard, which requires that the subject poses an "immediate threat of serious injury" before a deputy uses a CEW. This position, however, is inconsistent with case law, and would place the CEW at the same level of force as a firearm.

Specifically, the OIG suggests that the Department revise the policy to permit CEW use only in response to the threat of a "serious bodily injury." California Penal Code section 835a(c)(1) permits the use of deadly force only where "necessary ... [t]o defend against an imminent threat of death or serious bodily injury to the officer or to another person." Adding a "serious bodily injury" mandate to the CEW policy would make it a deadly force option under California law. Categorizing a CEW at the same level of force as a firearm may actually result in more deputy involved shooting incidents. In contrast to the OIG's recommendation, courts have long asserted that a CEW is an intermediate force option, not a deadly force option.

Contrary to the remarks contained in the OIG's Report, the revised policy does not permit the use of a CEW in response to any threat of harm, however insubstantial. To the contrary, the revised policy requires all CEW use be proportional to the threat level posed and objectively reasonable. A deputy is only permitted to use the number of CEW energy cycles which reasonably appear necessary to overcome the immediate threat.

The Department worked closely with the DOJ in the development of the policy as part of the Settlement Agreement reached in 2015 as to the Antelope Valley patrol stations. The Department needed to develop a policy that DOJ would approve and one that met national best practice standards. As part of this process, the Department evaluated the CEW policies of other large, urban law enforcement agencies and adopted language from those policies (with a focus on other departments that were subject to DOJ settlement agreements). The standard used in the Department's CEW policy that the subject pose "an immediate threat of harm to any person," which the OIG refers to as imprecise, was based on other DOJ-approved policies such as the Seattle Police Department's CEW policy, which also requires that the subject pose "an immediate threat of harm to any person." Similar to the Department, the DOJ entered into a settlement agreement with the City of Seattle to ensure that police services are delivered in a manner that complies with the Constitution and promotes public trust and officer safety. In 2018, the federal judge overseeing that Seattle settlement agreement found the Seattle Police Department in full and effective compliance. The Ninth Circuit Court of

Appeals has also found the Seattle Police Department force policies to be consistent with Constitutional requirements. This is the standard that is reflected in the Department's newly issued CEW policy.

The OIG Report also comments on the three circumstances that justify the use of a CEW and states: "only the first of these three circumstances justifies the use of a CEW." However, the other two circumstances that the OIG contests are also contained in the Seattle policy. Specifically, the second circumstances listed in the Department's revised policy permits a deputy to use a CEW when "a subject needs to be taken into custody or safely controlled and the level of resistance presented by the subject is reasonably likely to cause injury to the Department member, subject, or any other person who comes within contact range." This concept is also included in the Seattle Police Department policy. The Seattle policy also permits CEW use when "public safety interests dictate that a subject needs to be taken into custody and the level of resistance presented by the subject is . . . likely to cause injury to the officer or subject . . ."

The OIG Report also references policies from the Los Angeles Police Department (LAPD) and San Diego Police Department, stating those agencies provide "more guidance to their officers on the threat level that should justify CEW use and how to balance the threat with the risks from CEWs." The Department respectfully disagrees with this position. The LAPD language is merely another way of saying "immediate threat of harm." When circumstances permit, one should use a CEW as a means of avoiding the use of deadly force. Notably, this LAPD standard does not limit the use of a CEW to only those situations that could escalate to deadly force. The San Diego Police Department policy uses the words "assaultive behavior or life-threatening behavior." The Department's revised policy captures this same concept by using the words "immediate threat of harm to any person" and "the level of resistance presented by the subject is reasonably likely to cause injury to the Department member, subject, or any other person who comes within contact range."

The Department's revised policy sufficiently emphasizes the risk of harm to a subject that could be caused by use of a CEW, including death. In fact, the policy specifically informs deputies that:

CEW exposure causes certain effects, including physiologic and metabolic changes, stress, and pain. CEW applications may contribute to cumulative exhaustion, stress, cardiac, physiologic, metabolic, respiratory, and associated medical risks which could increase the risk of death or serious injury. The risk of death or serious injury may increase with repeated, prolonged, or

simultaneous CEW exposure. A CEW in probe mode may cause muscle contractions that may result in injury, including bone fractures. The sudden loss of body control caused by a CEW induced neuro-muscular incapacitation (NMI) can also increase the risk of catastrophic head, neck, or spine injuries due to falls.

The Department's CEW policy was developed with considerable deliberation with the DOJ, with the benefit of review by their use of force experts from around the country. Furthermore, lengthy meet and confer discussions took place with the impacted labor organizations. Finally, it should be noted that along with the adoption of the new CEW policy the Department is in the process of training patrol deputies on the new Taser 10 model. Based upon preliminary feedback from the field, the device is effective in de-escalating situations. It is our hope that this new tool along with the new policy will result in the overall reduction in uses of force.

While the Department remains confident in the current policy, we similarly recognize that no policy is perfect. The Department intends to continue to review the impact of the new policy and will make additional changes as warranted.

Again, thank you for the opportunity to provide feedback on the Report.

Sincerely,

ROBERT G. LUNA, SHERIFF



APRIL L. TARDY
UNDERSHERIFF

Probation Oversight Commission Report to Public Safety Cluster

**Presented By:
Wendelyn Julien, Executive Director
January 8, 2025**

The mission of the Probation Oversight Commission (POC) is to re-imagine probation services in the County of Los Angeles to achieve accountability, transparency, and healing of the people served by and working for the Probation Department. The POC creates pathways for community engagement to foster trust between the community and the Probation Department. The POC ensures adherence to the highest ethics and the proper stewardship of public funds to support Probation in achieving the best outcomes for youth and adults on Probation.

Recent POC Meetings:

November 14, 2024 ([video link](#))

- Updates from the Probation Department on progress with reaching compliance with BSCC Title 15 and Title 24 standards at BJJ SYTF and LPJH.
- Presentation from Probation's Human Resources Division on its current department-wide staffing/personnel information including rates of staff on leave, call outs, deployment of field staff, and new hires to address staffing issues.
- Presentation from the Los Angeles County Department of Youth Development on their progress with diversion, safe healing centers, and programming in the facilities.
- Creation of an ad hoc committee on Education to discuss the launch of the Rising Scholars Network - Juvenile Justice Grants Program (Rising Scholars Network), addressing the needs of students requiring Special Education, and attendance reports.
- Report and updates from the POC on the inspection of Los Padrinos Juvenile Hall and launch of the School Resource Deputy Complaint Portal.

December 12, 2024 ([video link](#))

- Updates from the Probation Department on progress with reaching compliance with BSCC Title 15 and Title 24 standards at BJJ-SYTF and LPJH.
- Report on use of force incidents with a focus on LPJH, statistical overview of use of force incidents (backlog and current), and an explanation of how use of force cases are processed.

Upcoming Meetings:

January 9, 2025 – Cancelled

January 13, 2025 – Virtual Townhall on POC and Probation Updates, 12:00pm-2:00pm

January 22, 2025

- Virtual Town Hall on the process by which youth are transferred from juvenile to adult court. Invited panelists include representatives from the Probation Department, District Attorney's Office, and Public Defender's Office.

Inspections:

Annual BSCC Inspection Reports

- The POC has completed the 2024 inspection cycle. Any health and welfare findings were immediately shared with Probation following the inspections. The final report was shared with the Board of Supervisors and the Board of State and Community Corrections in December 2024 and is available here.