

LOS ANGELES FIRE DEPARTMENT



BRIAN L. CUMMINGS
FIRE CHIEF

March 5, 2013

BOARD OF FIRE COMMISSIONERS
FILE NO. 13-033

TO: Board of Fire Commissioners

FROM: Brian L. Cummings, Fire Chief

SUBJECT: ACCEPTANCE OF VISA GIFT CARD DONATION FOR PURCHASE OF EQUIPMENT FOR THE LEGAL LIAISON UNIT

FINAL ACTION:	<input type="checkbox"/> Approved	<input type="checkbox"/> Approved w/Corrections	<input type="checkbox"/> Withdrawn
	<input type="checkbox"/> Denied	<input type="checkbox"/> Received & Filed	<input type="checkbox"/> Other

Recommendation: That the Board:

1. Accept the Visa gift card donation of \$5,000 (Attachment 1), which is part of a court-mandated Stipulated Sentencing Order, in lieu of a probation violation, to the Los Angeles Fire Department's Legal Liaison Unit by property owner, Millenium Holdings (Attachment 2).
2. Approve the purchase of equipment for the Legal Liaison Unit (Attachment 3).

Summary: A Visa gift card was provided to the Los Angeles Fire Department's Legal Liaison Unit for its sole use for equipment in the amount of \$5,000, in lieu of a probation violation for Fire Code violations for the property located at 119 North Avenue 51, Los Angeles, California, by Defendant, Millenium Holdings.

The Legal Liaison Unit is working with the Los Angeles Fire Department's Management Information Systems Section (MISS) to procure City Standard equipment for Legal Liaison. Pursuant to the Los Angeles Administrative Code, Article 12, Section 5.111.4(a), "Receipt of Gifts and Bequests of Personal Property by the Fire Department," provides the authority to the Fire Commission to accept or reject bequests of personal property not exceeding \$5,000 in market value.

Fiscal Impact: There is no fiscal impact to the Los Angeles Fire Department's budget in the acceptance of this donation.

Conclusion: Upon your Board's approval, the Fire Prevention Bureau will proceed with procurement of the office equipment.

Board report prepared by Rosemarie Barraza, Sr. Management Analyst I, Fire Marshal's Office.

Attachments



OFFICE OF THE CITY ATTORNEY
CARMEN A. TRUTANICH
CITY ATTORNEY

CODE ENFORCEMENT SECTION
SAFE NEIGHBORHOODS DIVISION
222 South Hill Street, Suite 650, Los Angeles, CA 90012
Tel. No. (213) 485-5009 • Fax (213) 847-8667

CHECK RECEIPT

DATE: SEPTEMBER 28, 2012

CASE NAME: P. vs. AVENUE 51 PARTNERS LP
& JEFFREY BENNETT GREENE

CASE NUMBER: 1CA03827

DCA ASSIGNED: SERENA CHRISTION

PROPERTY ADDRESS: 219 N. AVENUE 51
LOS ANGELES, CALIFORNIA 90042

RECEIVED BY: _____ DATED: _____
CAPT. D'LISA DAVIES
Los Angeles Fire Department

Chase Gift Card Fee Schedule and Expiration Date Disclosure

Extra

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3d

Expiration Date:

- Funds can be used on the Gift Card, with the following fees:

Fees:

- Purchase Fee
- Waived
- Inactivity Fee
- \$2.50 per month period of inactivity

Customer Service:

- Call us at 1-800-4MYCHASE or visit us online at chase.com

4684 2100 7806 6461 12-month

4684

GOOD THRU 03/18

DEBIT

A GIFT FOR YOU

VISA

5,000.00

CHASE

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State Bar No.: 86629x
EARL E. THOMAS, Chief of Criminal & Special Litigation
Branch State Bar No.: 75131
DONALD COCEK, Supervising Deputy City Attorney
Supervisor, Housing Enforcement Section State Bar No.: 132570
Serena Christion, Deputy City Attorney State Bar No.: 221469
222 S. Hill Street, 6th Floor
Los Angeles, CA 90012
Telephone: (213) 485-5009
Facsimile: (213) 847-8667

Attorney for Plaintiff
THE PEOPLE OF THE STATE OF CALIFORNIA

SUPERIOR COURT OF CALIFORNIA
COUNTY OF LOS ANGELES

PEOPLE OF THE STATE OF CALIFORNIA,

Plaintiff,

v.

MILLENIUM HOLDINGS,

Defendant.

Case Nos. 1HY05123 &

1CA03827

STIPULATED
SENTENCING ORDER

Defendant, MILLENIUM HOLDINGS -enters a plea of no contest to the following count as a misdemeanor:

1HY05123:

Count 3--- LAMC 57.20.15 A--FAILURE TO MAINTAIN FIRE EQUIPMENT

**Count 14--LAMC 91.8104.7--FAILURE TO MAINTAIN PLUMBING
FIXTURES, SHOWER ENCLOSURES, WASTEWATER DRAIN LINES,
WATER SUPPLY LINES, COUNTERS, DRAINBOARDS AND ADJOINING
WALL AND FLOOR AREAS**

Count 30---LACC 11.30.010---PERMITTING RODENT AND VERMIN
INFESTATION

1CA03827:

Count 1---LAMC 91.8104---FAILURE TO MAINTAIN BUILDING AND
PREMISES

Count 23---LACC 11.30.010---PERMITTING RODENT AND VERMIN
INFESTATION

WAIVER OF RIGHTS

Defendant **MILLENIUM HOLDINGS** -understands the nature of the charges and the possible pleas and defenses. Defendant **MILLENIUM HOLDINGS** waives their right to a jury trial; their rights to confront and cross examine witnesses at trial; and, their right to present witnesses and evidence on their own behalf at trial. Defendant **MILLENIUM HOLDINGS** also waives their right to appeal, and to file any appeal, any collateral attack, or any other writ or motion arising from the judgment and sentence imposed pursuant to this agreement as to both form and substance.

Imposition of sentence is suspended, and the defendant is placed on summary probation for 48 months on the following terms and conditions:

1. The defendant shall bring and keep the buildings located 119 North Avenue 51, Los Angeles, California 90042 and 219 North Avenue 51, Los Angeles, California 90042 in the City of Los Angeles, into compliance with all relevant Housing, Fire, Building and County Health Codes, as well as relevant portions of the Rent Stabilization Ordinance.
2. Defendant shall not transfer ownership of the property unless and until it is brought into compliance, or unless permitted to do so by the court.

3. Defendant shall pay a fines as follows:

- a. 1HY05123: Fine in the amount of \$500.00 plus penalty assessment. The fine shall be made to the **Clerk of the Superior Court**. Defendant shall provide proof of payment of the court fine plus penalty assessment and State surcharge as directed by the court.
4. Defendant shall pay to the court costs with applicable penalty assessment.
5. Defendant shall pay the court surcharge per count.
6. Defendant shall pay investigative costs in the amount of \$2,768.54 (two thousand seven hundred sixty eight dollars and fifty four cents) to Department of Health Services (DHS) said payments shall be in the form of cashier's check or money order made out to DHS. The payment shall be made by cashier's check or money order through the Los Angeles City Attorney's Office, Housing Enforcement Section.
7. Defendant shall pay investigative costs in the amount of \$ 3,122.00 (three thousand one hundred and twenty two dollars) to Los Angeles City Fire Department (LAFD) said payments shall be in the form of cashier's check or money order made out to LAFD. The payment shall be made by cashier's check or money order through the Los Angeles City Attorney's Office, Housing Enforcement Section.
8. Defendant shall provide a pre-paid Visa Card to the Los Angeles City Fire Department Legal Liaison Unit for its sole use for equipment and training in the amount of \$5,000.00 in lieu of a probation violation for the property located at 119 North Avenue 51, Los Angeles California.
9. Defendant shall pay investigative costs to Los Angeles City Housing Department (LAHD) directly and provide proof of payment to the City Attorney's Office and to the Court.
10. Defendant shall donate one hundred thousand dollars (\$100,000.00) to any of the following charities at the discretion of Defendant:

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1. Habitat for Humanity of Greater Los Angeles, 17700 South Figueroa St. Gardena, California 90248; Telephone: (310) 323-4663; Fax: (310) 323-0789; and/or,
2. The African American Firefighters Museum, 1401 South Central Ave., Los Angeles, California 90021 Telephone: (213) 744-1730, Fax: (213) 744-1731
3. The Boys and Girls Club of Los Angeles which functions in the area that the Defendant's properties are located.

Defendant is to deliver the payment to the agency and provide proof of payment to the Los Angeles City Attorney's Office and to the Court in the form of a receipt and a photocopy of the check made out to the agency.

11. The Defendant, is not to sell, transfer, or otherwise dispose of the Subject Property, or any of the properties owned, operated, or managed by the Defendant, without first having disclosed to any purchaser all outstanding Notices of Violations, Orders to Comply or any other Notice of violation from any State, County or municipal enforcement agency. Said notice it to be provided at the opening of any escrow for any properties. Defendant is to provide the City Attorney and the Court with copies of the notices provided before the close of escrow.

12. If the Defendant is issued a Notice of Violation, Order to Comply or any other Notice citing violations at any property other than the properties that are the subject of this stipulated agreement and sentencing; it is contemplated that the Defendant shall be afforded a reasonable opportunity to correct all violations within the compliance period set by the issuing agency. These agencies shall include, but not be limited to the Los Angeles Housing Department, the Los Angeles Department of Building and Safety, the Los Angeles Fire Department, the Los Angeles Housing Authority, and the Los Angeles County Department of Health Services. Notices of Violations or Orders to Comply shall

1 be handled pursuant to the following procedure:

- 2 1. Upon receipt of a Notice of Violation or Order to Comply,
3 Defendants' attorney of record shall acknowledge receipt of said
4 Notice within 48 hours by sending a copy of said Notice to the
5 Deputy City Attorney, Housing Enforcement Section. If the 48
6 hours falls on a weekend or a holiday, then the notice shall be sent
7 the next business day. This acknowledgment shall cause the
8 hereinafter time sensitive procedures to occur.
- 9 2. Defendants shall have the compliance time period, as ordered by the
10 issuing agency, to satisfactorily complete necessary repairs. If the
11 Defendants are unable to complete the repairs within the time period
12 allowed by the issuing agency, defendant's attorney of record may
13 request a case status conference with the Deputy City Attorney at
14 the subject Property to meet, confer, and attempt to settle upon a
15 compliance timeline.
- 16 3. If a timetable for compliance timeline cannot be agreed upon, the
17 parties shall petition the court to decide the issue. The parties
18 stipulate that the court will dictate when the corrective action shall
19 be completed.
- 20 4. If the Defendants complete corrective action required by the issuing
21 agency within the time provided in the Notice or Order, Defendant
22 shall send proof of completion of corrective action to the inspector
23 from the agency, Defendant's counsel and the Los Angeles City
24 Attorney Housing Enforcement Section. Probation shall continue if
25 the corrective measures are timely completed.

26 *13. Upon sentencing, the People will move to dismiss all remaining counts and all charges*
27 *against all remaining Defendants.*

1
2 Defendant accepts probation under the conditions listed above and acknowledges
3 receipt of a written copy of this proposed disposition.
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5 Dated: _____

6 Defendant

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8 Dated: _____
9 *Attorney for Defendant*

10 Dated: _____
11 Prosecutor

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13 The above Proposed Disposition is hereby ordered.
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15 Dated: _____

16 Judge of the Superior Court
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Dell recommends Windows.

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E-quote Number: 1016193474942

E-quote Name	5 Optiplex 7010	E-Quote Description	5 Optiplex 7010
Saved By:	David Liu	Phone Number:	(213) 978-3484
	david.liu@lacity.org	Purchasing Agent:	
Saved On:	Tuesday, December 04, 2012	Notes/Comments:	
Expires On:	Sunday, June 02, 2013	Additional Comments:	
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Description



NEW OptiPlex 7010 DT

Date & Time: December 04, 2012 7:08 PM CST

SYSTEM COMPONENTS

NEW OptiPlex 7010 DT

OptiPlex 7010 Desktop w/ Standard Power Supply,
Windows 7 Professional, No Media, 64-bit, English

Qty	5
Unit Price	\$815.10

Catalog Number: 84 RCRC956963-3319314

Module	Description	Show Details
OptiPlex 7010 DT	OptiPlex 7010 Desktop w/ Standard Power Supply	
Operating System(s)	Windows 7 Professional, No Media, 64-bit, English	
Processors	3rd Gen Intel Core i5-3470 (6M, 3.2GHz w/HD2500 Graphics)	
Memory	4GB, NON-ECC, 1600MHZ DDR3,2DIMM	
Keyboard	Dell KB212-B USB 104 Quiet Key Keyboard,English	
Monitors	Dell Professional P2012H 20in HAS Wide Monitor, VGA/ DVI	
Graphics Cards	Intel® Integrated Graphics DP/DP/VGA w/DP-to-DVI Adapter	
Boot Hard Drives	250GB 3.5" SATA 6Gb/s with 8MB DataBurst Cache™	
Mouse	Dell MS111 USB Optical Mouse	
Systems Management Mode	Intel® Standard Manageability	
Removable Media Storage Device	16X DVD+/-RW SATA	
Thermal	Heat Sink, Performance, Desktop	
Speakers	Internal Dell Business Audio Speaker	

Power Supply	OptiPlex 7010 Desktop w/ Standard Power Supply
Documentation	OptiPlex 7010 Documentation English
Productivity Software	No Productivity Software
Energy Efficiency Options	No ESTAR Settings
Resource DVD	No Resource DVD
Hardware Support Services	3 Year Basic Hardware Service with 3 Year NBD Limited Onsite Service After Remote Diagnosis
Low Power Mode	1 Watt ready low-power mode
Setup and Features Information Tech Sheet	No Tech Sheet
Shipping Packaging Options	Shipping Material for System, Desktop
MISC. Cables & Display Accessories	Video Cable, DisplayPort-to-Single link DVI (1920x1200), One DVI Connection
Processor Branding	Intel Core i5 Desktop Sticker

TOTAL: \$4,075.50

	Total Price
Sub-total	\$4,075.50
Shipping & Handling	\$0.00
Tax*	\$328.47
*Exemptions reflected in final checkout page only	
State Environmental Fee	\$40.00
More Info	
Total Price¹	\$4,443.97
In the event that you are subject to a tax holiday, you will not be charged tax.	

snCM55

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