



MARK PESTRELLA, Director

## COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS

*"To Enrich Lives Through Effective and Caring Service"*

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IN REPLY PLEASE  
REFER TO FILE

November 21, 2017

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:

# ADOPTED

BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

27 November 21, 2017

LORI GLASGOW  
EXECUTIVE OFFICER

**TRANSPORTATION CORE SERVICE AREA  
APPROVE THE INTRODUCTION OF AN ORDINANCE TO AMEND  
THE ELECTRICAL TRANSMISSION AND DISTRIBUTION FRANCHISE GRANTED TO  
SOUTHERN CALIFORNIA EDISON COMPANY BY ORDINANCE NO. 7062,  
AS AMENDED, AND EXECUTE AN AMENDMENT FOR THE GRAFFITI ABATEMENT AND  
COORDINATION AGREEMENT  
(ALL SUPERVISORIAL DISTRICTS)  
(3 VOTES)**

### **SUBJECT**

Approval of these actions will amend the electrical transmission and distribution franchise granted to Southern California Edison Company and amend the Graffiti Abatement and Coordination Agreement and extend the terms of the franchise and agreement through December 31, 2018.

### **IT IS RECOMMENDED THAT THE BOARD:**

1. Find these transactions categorically exempt from the California Environmental Quality Act.
2. Approve the introduction of an ordinance to amend the electrical transmission and distribution franchise granted to Southern California Edison Company by Ordinance No. 7062, as amended, to extend the term of the franchise through December 31, 2018.
3. Introduce, waive reading, and place on the Board of Supervisors' agenda for adoption on November 28, 2017, the ordinance that implements the above recommendation, becoming operative on January 1, 2018.

4. Instruct the Chairman of the Board of Supervisors to execute Amendment No. 6 to the Graffiti Abatement and Coordination Agreement with Southern California Edison Company to extend the term through December 31, 2018.

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

The recommended actions are to adopt an ordinance (Ordinance) to amend the electrical transmission and distribution franchise granted to Southern California Edison Company (Edison) to operate within public right of way and to approve Amendment No. 6 to the Graffiti Abatement and Coordination Agreement (Agreement) with Edison to extend the term of the franchise and Agreement through December 31, 2018. Adopting the Ordinance and executing the Agreement will avoid expiration of the franchise and Agreement on December 31, 2017. The Ordinance will allow Edison continued use of the County of Los Angeles right of way in order to provide necessary utility service to the public, provide payment by Edison to the County, and obligate Edison to comply with the franchise terms. The amendment to the Agreement allows for the control and remediation of problems associated with graffiti in the public right of way.

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

The County Strategic Plan directs the provision of Strategy III.3, Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability. The revenues received from the franchise fees and surcharge will help promote fiscal responsibility while providing continuous utility service to the residents of the County.

#### **FISCAL IMPACT/FINANCING**

Edison will continue to pay an annual franchise fee and a municipal public lands-use surcharge pursuant to the California Public Utilities Code. Edison paid an annual franchise fee of over \$6.2 million and a municipal public lands-use surcharge of \$141,288 for the 2016 calendar year. All fees have been deposited into the County General Fund.

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

On November 27, 1956, the Board of Supervisors adopted Ordinance No. 7062, granting a 50-year Countywide electrical transmission and distribution franchise to Edison that expired December 27, 2006. The Board has adopted various ordinances to extend the term of the Edison franchise, the most recent is Ordinance No. 2015-0050F, that extended the term of the Edison franchise through December 31, 2017.

On December 15, 2009, the County entered into a Graffiti Abatement and Coordination Agreement with Edison to implement a program for graffiti abatement on Edison's facilities within the public right of way. The Board approved various extensions to the Agreement concurrent with past adopted amendments to the Ordinance.

County Counsel has approved as to form both the Ordinance to amend the Edison franchise (Enclosure A) and the amendment to the Agreement (Enclosure B).

## **ENVIRONMENTAL DOCUMENTATION**

These transactions are categorically exempt from the California Environmental Quality Act, pursuant to Class 1 of the Environmental Document Reporting Procedures and Guidelines adopted by the Board on November 17, 1987, and Section 15301 of the California Environmental Quality Act Guidelines.

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

These actions will not impact or adversely affect any current services or future projects.

## **CONCLUSION**

It is requested that the Executive Office of the Board send conformed copies of the approved Board recommendations, the adopted Edison Ordinance, and the adopted amendment to the Agreement to the attention of Ms. Linda Delgado, Manager, Local Public Affairs, Southern California Edison Company, 9901 Garvey Avenue, Santa Fe Springs, California 90670; the office of County Counsel; and the Department of Public Works, Survey/Mapping & Property Management Division. Retain a copy for your files.

Respectfully submitted,



MARK PESTRELLA

Director

MP:GE:ds

Enclosures

c: Auditor-Controller (Accounting Division—Asset Management)  
Chief Executive Office (Chia-Ann Yen)  
County Counsel  
Executive Office

**AMENDMENT NO. 6 TO THE GRAFFITI ABATEMENT AND COORDINATION  
AGREEMENT BY AND BETWEEN SOUTHERN CALIFORNIA EDISON COMPANY  
AND THE COUNTY OF LOS ANGELES**

This Amendment to the Graffiti Abatement and Coordination Agreement, as amended ("Amendment No. 6") by and between Southern California Edison Company, a California Corporation ("SCE"), and the County of Los Angeles ("County"), is hereby made and entered into on the day, month and year it is fully executed by the County hereinbelow.

**RECITALS**

WHEREAS, the County is a duly organized subdivision of the State of California;

WHEREAS, the County in pertinent part provides law enforcement services to the unincorporated portions of the County of Los Angeles;

WHEREAS, SCE is a regulated public utility operating under the laws of the State of California;

WHEREAS, over the course of time, the County has attempted to control and remediate the problems associated with graffiti in the public rights-of-way and elsewhere;

WHEREAS, SCE's electric facilities installed in the public right-of-way are particularly vulnerable to graffiti;

WHEREAS, SCE and the County entered into a Graffiti Abatement and Coordination Agreement on December 15, 2009;

WHEREAS, the Graffiti Abatement and Coordination Agreement, as amended, was to remain in effect through December 31, 2017.

**NOW THEREFORE**, in consideration of the foregoing recitals, which are hereby deemed a contractual part hereof, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and the covenants and agreements hereinafter contained, the parties hereto and each of them do agree to amend the Graffiti Abatement and Coordination Agreement as follows:

**SECTION 1.** Section 12.0 of the Graffiti Abatement and Coordination Agreement, as amended, is hereby amended as follows:

**Section 12.0 Term of Agreement.** This Agreement shall remain in effect through December 31, 2018, or until earlier terminated by the mutual written consent of SCE and the County.

**SECTION 2.** All undefined terms when used herein shall have the same respective meanings as set forth in the Graffiti Abatement and Coordination Agreement, as amended, unless expressly provided otherwise in this Amendment No. 6.

**SECTION 3.** Each of the signatories for this Amendment No. 6 personally covenant, warrant and guarantee that each of them, jointly and severally, have the power and authority to execute this Amendment No. 6 upon the terms and conditions stated herein and each agrees to indemnify and hold the County harmless from all damages, costs, and expenses that result from a breach of this representation.

**SECTION 4.** In the event of a conflict between the terms and conditions of this Amendment No. 6 and the terms and conditions of the Graffiti Abatement and

Coordination Agreement, as amended, the terms and conditions of this Amendment No. 6 shall prevail. All other terms and conditions contained in the Graffiti Abatement and Coordination Agreement, as amended, shall remain in full force and effect.

[END OF TERMS]



The foregoing was on this 21<sup>st</sup> day of November, 20 17, adopted by the Board of Supervisors of the County of Los Angeles and ex-officio the governing body of all other special assessment and taxing districts, agencies, and authorities for which said Board so acts.



COUNTY OF LOS ANGELES

By Mark Ridley-Thomas  
Mark Ridley-Thomas, Chairman

ATTEST:

LORI GLASGOW  
Executive Officer of the  
Board of Supervisors  
County of Los Angeles

By Lachelle Smitheman  
Deputy

I hereby certify that pursuant to  
Section 25103 of the Government Code,  
delivery of this document has been made.

LORI GLASGOW  
Executive Officer  
Clerk of the Board of Supervisors

By Lachelle Smitheman  
Deputy

APPROVED AS TO FORM:

MARY C. WICKHAM  
County Counsel

By: [Signature]  
Deputy

**ADOPTED**  
BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

# 27

NOV 21 2017

Lori Glasgow  
LORI GLASGOW  
EXECUTIVE OFFICER

IN WITNESS WHEREOF, Southern California Edison Company has caused this Amendment No. 6 to the Graffiti Abatement and Coordination Agreement to be executed on its behalf, effective on the day, month and year first written above.

**SOUTHERN CALIFORNIA EDISON  
COMPANY**, a California corporation

By: J. Chris Thompson

J. CHRIS THOMPSON

Print Name

VICE PRESIDENT, LOCAL PUBLIC AFFAIRS  
Title