



MARK PESTRELLA, Director

COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

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

IN REPLY PLEASE
REFER TO FILE

July 01, 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:

**ENVIRONMENTAL SERVICES CORE SERVICE AREA
RENEWAL OF INDUSTRIAL WASTE SERVICES AGREEMENT BETWEEN THE CITY OF SANTA
CLARITA AND THE COUNTY OF LOS ANGELES FOR ENFORCEMENT OF THE CITY'S
INDUSTRIAL WASTE ORDINANCE
(SUPERVISORIAL DISTRICT 5)
(3 VOTES)**

SUBJECT

Public Works is seeking Board approval to renew the Industrial Waste Control Program Service Agreement between the City of Santa Clarita and the County of Los Angeles for a term of 5 years, until June 30, 2030.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the proposed project is exempt from the California Environmental Quality Act for the reasons stated in this Board letter and in the record of the project.
2. Approve and instruct the Chair to sign the Industrial Waste Control Program Service Agreement between the City of Santa Clarita and the County of Los Angeles for a term of 5 years, until June 30, 2030. The Agreement authorizes Public Works to continue providing permit and inspection services to the City of Santa Clarita to ensure compliance with the City's Sanitary Sewers and Industrial Waste Ordinance. The City will reimburse Public Works for its costs to provide the requested services, not to exceed \$650,000 per year.
3. Instruct the Director of Public Works to provide the services described in the Industrial Waste Control Program Service Agreement for the City of Santa Clarita. Upon Board approval, the Agreement will become effective on July 1, 2025.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended action is to allow Public Works to renew the Industrial Waste Services Agreement (Agreement) with the City of Santa Clarita (City) that is currently set to expire on June 30, 2025. The proposed Agreement, updated with the County's standard Terms and Conditions, is enclosed and hereby submitted for Board approval (Enclosure).

Implementation of Strategic Plan Goals

These recommendations support the Countywide Strategic Plan: North Star 2: Foster Vibrant and Resilient Communities, Focus Area Goal D: Sustainability, Strategies iv: Environmental Justice. Renewal of the Agreement will leverage Public Works' expertise and resources to provide an efficient and cost-effective solution to the City, at no cost to the County, thereby enhancing the environmental, economic, and social well-being of the community.

FISCAL IMPACT/FINANCING

Funding for the recommended actions is included in the Public Works General Fund (A01 - Services and Supplies) Fiscal Year 2025-26 Budget. The City will reimburse Public Works for its costs to provide the requested services, which shall not exceed \$650,000 per year. The reimbursement revenue will be deposited in the Public Works General Fund (A01 - Revenue Source: 9481 - Contract Cities-Variou Services).

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The proposed Agreement is authorized under Section 51301 et seq. of the California Government Code and Section 56-1/2 of the Charter of the County of Los Angeles. Renewal of the Agreement will authorize Public Works to continue providing the requested services, including, but not limited to, invoicing and payment collection; application and plan review; permitting; and inspection of industrial and commercial facilities located within the City's jurisdiction to enforce the City's Sanitary Sewers and Industrial Waste Ordinance (Santa Clarita Municipal Code Title 15 Chapter 20), for a period of 5 years, until June 30, 2030.

The Agreement extends the County's Industrial Waste Control Program to areas within the City for the protection of County sanitary sewers, City sanitary sewers, streets, storm drains, rivers, streams, surface waters, and the ocean from discharge of industrial wastewater from industrial and commercial facilities. Public Works currently provides similar services for 36 other cities.

The proposed Agreement was approved by the City on February 25, 2025.

County Counsel has approved the Agreement as to form.

ENVIRONMENTAL DOCUMENTATION

The proposed project is exempt from the California Environmental Quality Act (CEQA). The project, which authorizes Public Works to continue providing services, including permitting, tracking, and inspecting industrial and commercial facilities within the City to ensure compliance with the City's Sanitary Sewers and Industrial Waste Ordinance is within a class of projects that have been determined not to have a significant effect on the environment in that it meets the criteria of Section

15308 of the State CEQA Guidelines and Class 8 of the County's Environmental Document Reporting Procedures and Guidelines, Appendix G. In addition, based on the proposed project records, it will comply with all applicable regulations, it is not in a sensitive environment, and there are no cumulative impacts; unusual circumstances; damage to scenic highways; listing on hazardous waste site lists compiled pursuant to Government Code, Section 65962.5; or indications that it may cause a substantial adverse change in the significance of a historical resource that would make the exemption inapplicable.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The proposed Agreement will not impact current services as Public Works will utilize the same personnel to continue providing the requested services to the City.

CONCLUSION

Please return one adopted copy of this Board letter and Executed Agreement to Public Works, Environmental Programs Division.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Mark Pestrella", written in a cursive style.

MARK PESTRELLA, PE

Director

MP:EKT:ak

Enclosures

c: Chief Executive Office (Chia-Ann Yen)
County Counsel
Executive Office, Board of Supervisors



MARK PESTRELLA, Director

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

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P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

February 6, 2025

IN REPLY PLEASE

REFER TO FILE: **EP-1**

Mr. Kenneth W. Striplin
City Manager
City of Santa Clarita
23920 Valencia Boulevard, Suite 300
Santa Clarita, CA 91355-2196

Dear Mr. Striplin:

RENEWAL OF INDUSTRIAL WASTE SERVICES AGREEMENT BETWEEN THE CITY OF SANTA CLARITA AND THE COUNTY OF LOS ANGELES FOR ENFORCEMENT OF THE CITY'S INDUSTRIAL WASTE ORDINANCE

Enclosed are two originals and one copy of a proposed renewal agreement regarding the County of Los Angeles providing services for the enforcement of the City of Santa Clarita's (City) Industrial Waste Ordinance. The current agreement expires on June 30, 2025. The proposed agreement is similar in language to the existing agreement. The services that are provided under the agreement include plan checking, issuing permits, inspections, filing of enforcement actions, filing of required reports, and billing the industrial waste permit holders. There are currently 654 active industrial waste permits within the City. Approximately 804 inspections are performed yearly.

The proposed agreement has been prepared based on previous discussions between our respective staffs. If the proposed agreement is satisfactory, please present it to your duly authorized City officials for approval. Upon approval, please return the two originals of the agreement to us for further action. After approval by the Director of Public Works, we will return the fully executed City original to you.

**AGREEMENT BETWEEN THE CITY OF SANTA CLARITA AND THE
COUNTY OF LOS ANGELES FOR ENFORCEMENT OF THE CITY'S
INDUSTRIAL WASTE ORDINANCE**

THIS AGREEMENT is made and entered into this _____ day of _____, 2025, by and between the CITY OF SANTA CLARITA (hereinafter referred to as CITY), and the COUNTY OF LOS ANGELES (hereinafter referred to as COUNTY).

WITNESSETH

WHEREAS, CITY has adopted Ordinance No. 09-8, adopting Division 2 of Title 20 of the Los Angeles County Code as amended, entitled Division 2 of Title 15 of the Santa Clarita Municipal Code, "Sanitary Sewers and Industrial Waste" governing the disposal of industrial wastes to the sanitary sewer and storm drain systems of the CITY ("CITY Ordinance"); and

WHEREAS, CITY is desirous of contracting with COUNTY for the enforcement of the CITY Ordinance; and

WHEREAS, COUNTY represents that it is capable, ready, and willing to render such services on the terms and conditions set forth in this Agreement; and

WHEREAS this Agreement is authorized and provided for by the provisions of Section 56-1/2 of the Charter of the County of Los Angeles and Section 51301 et seq., of the California Government Code.

NOW, THEREFORE, it is agreed as follows:

Section 1. Services

A. COUNTY agrees, through its Department of Public Works (DEPARTMENT), to provide enforcement of the industrial waste provisions of the CITY Ordinance and the necessary services incidental thereto (collectively, the "Services"). Such Services shall only encompass duties and functions of the type within the jurisdiction of, and customarily rendered by, DEPARTMENT under the County Charter, statutes of the State, and various COUNTY ordinances. CITY delegates to the COUNTY the power and the authority to perform the Services. Services under the terms of this Agreement shall include the enforcement of the CITY Ordinance. Services may also include the filing of enforcement actions, filing of required reports, and issuing permits when so requested in writing by the CITY. Services shall not include any associated with the CITY's Standard Urban Stormwater Mitigation Plan or Low Impact Development requirements, unless expressly requested in writing by CITY. Services shall also not include inspection of open sanitary fills unless the CITY, by a separate written agreement of its Council, requests such services.

B. COUNTY shall retain full control and discretion over the manner of providing the Services, establishing standards for the performance of the Services and all matters incidental to the performance of such Services, including, but not limited to, the controlling of personnel employed to provide the Services.

Section 2. CITY Cooperation

To facilitate the performance of its duties and obligations under this Agreement, it is agreed the COUNTY shall receive the full cooperation and assistance from CITY, its officers, agents and employees.

Section 3. Supplies

COUNTY shall provide all labor, supervision, equipment, and supplies necessary to provide the Services. Notwithstanding any other provision of this Agreement, it is further agreed that in all instances wherein the COUNTY deems that it is necessary to use special supplies, including but not limited to stationery, notices, educational materials and forms, these special supplies must be prepared and issued in the name of CITY, and the CITY shall supply them at its own cost and expense. COUNTY is expressly authorized by CITY to use CITY's name to perform the Services.

Section 4. Status of COUNTY Employees

A. All persons employed by the COUNTY in the performance of the Services for CITY shall be COUNTY employees and no CITY employee that may be involved in connection with the Services shall be considered an employee of the COUNTY. No COUNTY employee employed to perform the Services shall be deemed a CITY employee entitled to any City pension, Worker's Compensation, or to any other status or right as a CITY employee.

B. For the purpose of performing the Services and for the purpose of giving official status to the performance thereof where necessary, every COUNTY officer and employee engaged in the performance of the Services shall be deemed to be an officer or employee of said CITY while performing Services for the CITY. CITY shall take all steps reasonably necessary to facilitate the performance by COUNTY of the Services.

Section 5. Compensation of COUNTY Employees

CITY shall not be called upon to assume any liability for the direct payment of any salaries, wages, or other compensation to any COUNTY personnel performing services hereunder for said CITY or any liability other than that provided for in this Agreement. CITY shall not be liable for compensation or indemnity to any COUNTY employee for injury or sickness arising out of his or her employment except as provided in Section 10 herein.

Section 6. CITY Ordinance Compliance with COUNTY Code

This Agreement is entered into with the understanding that and contingent upon the CITY adopting and maintaining in full force and effect a CITY Ordinance substantially identical with the COUNTY Code, Title 20, Division 2. This Agreement may be terminated by COUNTY after 60 days written notice if CITY does not amend CITY Ordinance in accordance with amendments to COUNTY Code, Title 20, Division 2. The DEPARTMENT, acting on behalf of COUNTY, may use discretion and need not request CITY to adopt amendments which do not apply to CITY.

Section 7. Collection of Fees.

Upon request of CITY, COUNTY agrees to collect fees listed in the CITY Ordinance and to remit to the CITY, within 60 days following each calendar quarter, all of the fees actually collected during such quarter. Said fees shall be deemed to be imposed by CITY and are not fees imposed by the COUNTY. COUNTY shall notify CITY of the COUNTY's intent to increase COUNTY fees or of any significant increases in costs to provide services on behalf of CITY, not less than 60 days in advance from when said increases take effect, not inclusive of Consumer Price Index (CPI) adjustments. The CITY shall be notified of any CPI adjustments within a timely manner before they take effect. COUNTY's collection activities shall be limited to generating and sending out invoices and the receipt of fees identified in said invoices. COUNTY's collection of CITY fees shall not include actions to satisfy unpaid or delinquent debts. The COUNTY shall notify the CITY of unpaid or delinquent debts in a timely manner for follow-up and collections procedures to be conducted by the CITY. CITY shall indemnify, defend, and hold harmless the COUNTY and its Special Districts, elected

and appointed officers, employees, and agents from and against any liability including but not limited to any claims, demands, actions, loss, cost, expense, fees (including attorney's and expert fees) arising from or connected with the collection of fees. This indemnification is in addition to the Assumption of Liability set forth in Section 10 herein.

Section 8. Payment by CITY to COUNTY for Services

CITY agrees to pay COUNTY monthly for the Services. COUNTY shall present a monthly invoice in arrears to CITY for the Services. Payment shall be made by the CITY within thirty (30) calendar days after receipt of an invoice, for Expenditures relating to those Services rendered under this Agreement during the billing period. If such payment is not delivered to the COUNTY office described on said invoice within 30 calendar days after the date of the invoice, the COUNTY may satisfy such indebtedness, including interest thereon, from any fund the CITY has on deposit with the COUNTY without giving further notice to CITY of COUNTY'S intention to do so. COUNTY shall provide a detailed report of services provided by COUNTY on behalf of CITY, upon request by the CITY, and within 30 days of said request. Said report shall include a breakdown of costs and/or hours spent by COUNTY on specified project information as it relates to services described on COUNTY invoices. The City reserves the right to withhold payment for any services not deemed reasonable and necessary by the CITY.

"Expenditures" for Services for the purpose of this Agreement shall be the entire cost to said COUNTY of performing the Services, including direct costs and Indirect costs. Costs shall include but not be limited to salaries of employees engaged therein, vacation, sick leave, retirement, traveling expenses, and overhead. Expenditures for services shall not exceed \$650,000 per year, unless specifically authorized by the CITY.

Section 9. Term and Termination

This Agreement shall become effective on July 1, 2025, and shall expire June 30, 2030. Except as specifically set forth in Section 6, this Agreement may be terminated by either party for the material breach of the other party following written notice and a reasonable opportunity to cure. Notwithstanding the provisions of this paragraph, either party may terminate this Agreement at any time by giving 90 days' notice to the other party.

Section 10. Assumption of Liability

The Assumption of Liability Agreement No. 59595 of the General Services Agreement executed by the CITY and adopted by the Board of Supervisors on June 21, 1988, and currently in effect is hereby made part of and is incorporated into this Agreement as if set out in full herein unless said Assumption of Liability is expressly superseded by a subsequent agreement, in which case the subsequent Assumption of Liability provisions shall apply to this Agreement.

Section 11. Compliance and Obligations

Nothing in this Agreement shall transfer to the COUNTY any responsibility or legal obligation of the CITY required by Federal, State, and local laws, permits, and regulations.

Section 12. Governing Law

This Agreement is to be governed by, interpreted under, and construed and enforced in accordance with the laws of the State of California.

Section 13. Amendment

No modification or amendment of this Agreement shall be binding upon any party unless said modification or amendment is made in writing and duly authorized and executed by all parties. This Agreement shall not be modified or amended by oral agreement or by any acts or conduct of the parties.

Section 14. Entire Agreement

This Agreement, with all attachments and exhibits constitutes the entire Agreement between the parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous agreements and understandings, except as set forth in Section 10.

Section 15. Severability

If any provision of this Agreement shall be determined by any court to be invalid, illegal, or unenforceable to any extent, the remainder of this Agreement shall not be affected and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in this Agreement.

Section 16. Counterparts

This Agreement may be executed simultaneously or in any number of counterparts, each of which together shall constitute one and the same document.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by their respective officers, duly authorized by the City of Santa Clarita on _____, 2025, and by the County of Los Angeles on _____, 2025.

COUNTY OF LOS ANGELES

ATTEST:

By _____
Chair, Board of Supervisors

EDWARD YEN
Executive Officer of the
Board of Supervisors of the
County of Los Angeles

By _____
Deputy

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By *Heidi Liu*
Deputy

CITY OF SANTA CLARITA

By *William A. Mink*
Mayor

Date: *3/25/25*

ATTEST:

By *mcusack*
City Clerk

APPROVED AS TO FORM:

By *J. M. [Signature]*
City Attorney

