



County of Los Angeles
Chief Executive Office

COMMUNITY SERVICES CLUSTER AGENDA REVIEW MEETING

DATE: Wednesday, June 15, 2022

TIME: 3:30 p.m.

FESIA A. DAVENPORT
Chief Executive Officer

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

TO PARTICIPATE IN THE MEETING CALL TELECONFERENCE NUMBER: (323) 776-6996 ID: 994 112 379#

[Click here to join the meeting](#)

AGENDA

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

1. CALL TO ORDER

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

- A.** Board Letter (Animal Care and Control) for July 12, 2022, Board agenda:
ACCEPTANCE OF A GRANT AWARD OF \$11,500 FROM THE
CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE TO SUPPORT
FREE SPAY AND NEUTER FOR UNALTERED PETS
- B.** Board Letter (Animal Care and Control) for July 12, 2022, Board agenda:
ACCEPTANCE OF A GRANT AWARD OF \$50,000 FROM THE
CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE TO SUPPORT
FREE SPAY AND NEUTER FOR UNALTERED PETS
- C.** Board Letter (Animal Care and Control) for July 12, 2022, Board agenda:
DELEGATE AUTHORITY TO THE DIRECTOR OF ANIMAL CARE AND CONTROL TO
ENTER INTO A CONTRACT WITH PASADENA HUMANE FOR ANIMAL CARE AND
CONTROL SERVICES FOR ALTADENA AND THE UNINCORPORATED AREAS OF
LA CRESCENTA, EAST PASADENA, AND SAN PASQUAL
- D.** Board Letter (Los Angeles County Development Authority) for July 12, 2022, Board
agenda:
AWARD FOUR JOB ORDER CONTRACTS AND APPROVE A CONSTRUCTION
TASK CATALOG
- E.** Board Letter (Los Angeles County Development Authority) for July 12, 2022, Board
agenda:
AWARD FOUR JOB ORDER CONTRACTS

- F.** Board Letter (Parks and Recreation) for July 12, 2022, Board agenda:
REQUEST TO AUTHORIZE THE LOS ANGELES COUNTY DEPARTMENT OF
PARKS AND RECREATION TO RE-EMPLOY A RETIRED COUNTY EMPLOYEE
TO A FULL-TIME PERMANENT POSITION ON AN INDEFINITE BASIS AS THE
REGIONAL PARK SUPERINTENDENT III, CASTAIC LAKE
- G.** Board Letter (Public Works) for July 12, 2022, Board agenda:
CONSTRUCTION CONTRACT
WATER RESOURCES CORE SERVICE AREA
ADOPT, ADVERTISE, AND AWARD
ENCINAL CANYON PRESSURE ZONES 525 AND 825 IMPROVEMENTS
PROJECT, PROJECT ID NO. WWD2900088, IN THE CITY OF MALIBU
- H.** Board Letter (Public Works) for July 12, 2022, Board agenda:
CONSTRUCTION-RELATED CONTRACT
PUBLIC CONTRACTING AND ASSET MANAGEMENT CORE SERVICE AREA
ON-CALL GEOTECHNICAL PROFESSIONAL AND TECHNICAL SERVICES FOR
FEDERALLY FUNDED AND NON-FEDERALLY FUNDED PROJECTS
AWARD CONSULTANT SERVICES AGREEMENTS
- I.** Board Letter (Public Works) for July 12, 2022, Board agenda:
CONSTRUCTION CONTRACT
TRANSPORTATION CORE SERVICE AREA
DELEGATE AUTHORITY TO ADOPT, ADVERTISE, AND AWARD
VERMONT AVENUE PEDESTRIAN IMPROVEMENTS
PROJECT ID NO. RDC0016303, IN THE CITY OF LOS ANGELES AND
IN THE UNINCORPORATED COMMUNITIES OF ATHENS AND WESTMONT
- J.** Board Letter (Public Works) for July 12, 2022, Board agenda:
PUBLIC CONTRACTING AND ASSET MANAGEMENT CORE SERVICE AREA
ACQUISITION OF AN EASEMENT FOR THE COUNTY OF LOS ANGELES
WEST OF CRENSHAW BOULEVARD AND SOUTH OF REDONDO BEACH
BOULEVARD, PARCEL 2-17E, IN THE CITY OF TORRANCE
- K.** Board Letter (Public Works) for July 12, 2022, Board agenda:
TRANSPORTATION CORE SERVICE AREA
ANNEXATION AND LEVYING OF ASSESSMENTS FOR COUNTY LIGHTING
DISTRICTS IN THE CITY OF DIAMOND BAR
- L.** Board Letter (Public Works) for July 12, 2022, Board agenda:
TRANSPORTATION CORE SERVICE AREA
RESOLUTION OF SUMMARY VACATION
A PORTION OF MEDIA CENTER LANE AND PORTIONS OF
MAGIC MOUNTAIN PARKWAY WEST OF MEDIA CENTER LANE
IN THE UNINCORPORATED COMMUNITY OF STEVENSON RANCH

- M.** Board Letter (Public Works) for July 12, 2022, Board agenda:
TRANSPORTATION CORE SERVICE AREA
RESOLUTION OF INTENTION AND INTRODUCTION OF TWO ORDINANCES TO
GRANT PROPRIETARY ELECTRICAL TRANSMISSION FRANCHISES TO
RACEWAY SOLAR 1, LLC, AND ESTRELLA SOLAR, LLC,
FOR THE SILVERADO POWER WEST LOS ANGELES PROJECT
AND THE ESTRELLA SOLAR PROJECT WITHIN WEST AVENUE A, 90TH
STREET WEST, 95TH STREET WEST, WEST AVENUE A-8, WEST AVENUE B,
AND 110TH STREET WEST, IN THE UNINCORPORATED DEL SUR AREA
OF THE COUNTY OF LOS ANGELES
- N.** Board Letter (Public Works) for July 12, 2022, Board agenda:
WATER RESOURCES CORE SERVICE AREA
SALE OF SURPLUS REAL PROPERTY
FROM THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT
TO RC WEST COVINA, LP, WALNUT CREEK, PARCEL 384EXF,
IN THE CITY OF WEST COVINA
- O.** Board Letter (Public Works) for July 12, 2022, Board agenda:
WATER RESOURCES CORE SERVICE AREA
RESOLUTION OF SUMMARY VACATION
A PORTION OF DRAINAGE EASEMENT DDI 22 AND
A PORTION OF THE SANITARY SEWER EASEMENT
AT 3RD STREET AND DANGLER AVENUE
IN THE UNINCORPORATED COMMUNITY OF EAST LOS ANGELES
- P.** Board Letter (Public Works – Capital Project) for July 12, 2022, Board agenda:
CONSTRUCTION-RELATED CONTRACT CONSTRUCTION MANAGEMENT
CORE SERVICE AREA 92ND STREET LINEAR PARK PROJECT
APPROVE CAPITAL PROJECT AND BUDGET
ADOPT, ADVERTISE, AND AWARD
SPECS. 7742; CAPITAL PROJECT NO. 69948
- Q.** Board Letter (Public Works – Capital Project) for July 12, 2022, Board agenda:
CONSTRUCTION CONTRACT
CONSTRUCTION MANAGEMENT CORE SERVICE AREA
HALL OF RECORDS REGIONAL PLANNING HEADQUARTERS AND HEARING
ROOM RENOVATION PROJECT
APPROVE CAPITAL PROJECT
ADOPT, ADVERTISE, AND AWARD
SPECS. 7688; CAPITAL PROJECT NO. 87605
- R.** Board Letter (Chief Executive Office – Capital Programs) for July 26, 2022, Board
agenda:
CALABASAS LANDFILL REFUSE DISPOSAL FACILITY FEE
AND CHARGE RATES ADJUSTMENT
ADOPT ORDINANCE TO AMEND TITLE 12 OF THE
LOS ANGELES COUNTY CODE

Wednesday, June 15, 2022

3. PRESENTATION/DISCUSSION ITEM(S):

- A.** Board Briefing (Regional Planning):
DRAFT LOS ANGELES COUNTY 2045 CLIMATE ACTION PLAN (CAP)
Speaker: Thuy Hua
- B.** Board Briefing (Public Library):
INFORMATION TECHNOLOGY AND LIBRARY SERVICE
Speaker: Skye Patrick

4. PUBLIC COMMENTS (2 minutes each speaker)

5. ADJOURNMENT

BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	6/15/2022		
BOARD MEETING DATE	7/12/2022		
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)	Animal Care and Control		
SUBJECT	DELEGATE AUTHORITY TO ACCEPT A GRANT AWARD OF \$11,500 FROM THE CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE TO SUPPORT FREE SPAY AND NEUTER FOR UNALTERED PETS		
PROGRAM	Community Services		
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		
DEADLINES/ TIME CONSTRAINTS	none		
COST & FUNDING	Total cost: There is no impact on Net County Cost.	Funding source: The \$11,500 grant is budgeted in the Department's Miscellaneous Revenue operating budget to support the Spay/Neuter Voucher Program.	
	TERMS (if applicable):		
	Explanation:		
PURPOSE OF REQUEST	Delegate authority for Director to accept a grant to be used for free spay/neuter vouchers for underserved communities in Los Angeles County.		
BACKGROUND (include internal/external issues that may exist including any related motions)	No anticipated internal or external issues are expected.		
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 Board of Supervisor's Priority 9, Poverty Alleviation.		
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Whitney Duong, Admin. Services Mgr. II, (562) 379-9719, WDuong@animalcare.lacounty.gov		

Marcia Mayeda, Director

July 12, 2022

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

Dear Supervisors:

**DELEGATE AUTHORITY TO ACCEPT A GRANT AWARD
OF \$11,500 FROM THE CALIFORNIA DEPARTMENT OF
FOOD AND AGRICULTURE TO SUPPORT
FREE SPAY AND NEUTER FOR UNALTERED PETS
(ALL SUPERVISORIAL DISTRICTS)
(3 VOTES)**

SUBJECT

The Department of Animal Care and Control is seeking Board approval to accept a grant award of \$11,500 from the California Department of Food and Agriculture to provide free spay and neuter vouchers to pet owners with unaltered pets in underserved communities.

IT IS RECOMMENDED THAT THE BOARD:

1. Delegate authority to the Director of Animal Care and Control, or her designee, to accept a grant award of \$11,500 from the California Department of Food and Agriculture and to execute all required contracts, agreements, reports, exhibits, and amendments associated with the acceptance and use of the grant subject to County Counsel's approval as to form.
2. Instruct the Executive Officer to prepare and send a letter of appreciation to the California Department of Food and Agriculture for their generous grant award.

Agoura ACC
29525 Agoura Road
Agoura Hills, CA 91301
(818) 991-0071

Baldwin Park ACC
4275 N. Elton Street
Baldwin Park, CA 91706
(626) 962-3577

Carson/Gardena ACC
216 W. Victoria Street
Gardena, CA 90248
(310) 523-9566

Castaic ACC
31044 N. Charlie Canyon Rd.
Castaic, CA 91384
(661) 257-3191

Downey ACC
11258 S. Garfield Ave.
Downey, CA 90242
(562) 940-6898

Lancaster ACC
5210 W. Avenue I
Lancaster, CA 93536
(661) 940-4191

Palmdale ACC
38550 Sierra Highway
Palmdale, CA 93550
(661) 575-2888

Administrative Office
5898 Cherry Avenue
Long Beach, CA 90805
(800) 253-3555

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The Department of Animal Care and Control (Department) is pleased to inform your Board that on April 20, 2022, the California Department of Food and Agriculture (CDFA) offered a grant award of \$11,500 to the Department as part of its 2022 Prevention of Animal Homelessness and Cruelty Voluntary Tax Contribution Fund. Grant funds were designated to support the Department's Spay/Neuter Voucher Program. Services will be offered to pet owners in unincorporated areas of Los Angeles County and in contract cities that contribute to the Department's spay/neuter trust fund who may be unable to afford to spay or neuter their pets. The Department will provide eligible pet owners with a spay/neuter voucher that can be redeemed at a partnering veterinary clinic. The Department will focus on pet owners who lack access to veterinary services due to unavailability of low-cost and free services and resources within their communities.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

The acceptance of this grant award will support County Strategic Plan Goal II.2, Support the Wellness of our Communities, in addition to Goal III.3, Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability by making use of external resources to provide financial pet assistance to pet owners who otherwise could not access these services. Spay and neuter reduces health risks for animals and helps curtail uncontrolled animal populations. As a result, the risk of diseases being transmitted between animals and people is lessened.

FISCAL IMPACT/FINANCING

There is no impact on Net County Cost. The \$11,500 grant is budgeted in the Department's Miscellaneous Revenue operating budget to support the Spay/Neuter Voucher Program.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Government Code Section 25335 permits the County to accept grants, donations, or other gifts for a specific County purpose. Section 2.4.2 of the County Fiscal Manual authorizes County departments to accept donations in excess of \$10,000 with Board approval.

IMPACT ON CURRENT SERVICES

This grant award will enhance current services by allowing the Department to provide more free spay/neuter services to pet owners who otherwise could not afford spay/neuter costs or other basic services for their pets. The lack of access to veterinary

The Honorable Board of Supervisors
July 12, 2022
Page 3

care has worsened recently due to rising private veterinary costs caused by national staffing shortages. These vouchers will allow pet owners to bring their pets to a partnering veterinary clinic to have their pet(s) spayed or neutered for free. They will also save money annually by greatly reducing license fees. This program also benefits the community at large by providing for more pets in Los Angeles County to be spayed and neutered, thereby mitigating public health risks that may arise from uncontrolled animal populations.

CONCLUSION

Upon approval, the Executive Officer is requested to send a letter thanking the CDFA for their generous grant award. A draft appreciation letter is enclosed. Please return one adopted copy of this Board letter to the Department.

Respectfully submitted,

MARCIA MAYEDA
Director

MM:rm

Sec:BrdCorres:BL:/bl CDFA Grant \$11500

Enclosures

c: Chief Executive Office
County Counsel
Executive Office

BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

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DEPARTMENT(S)	Animal Care and Control		
SUBJECT	DELEGATE AUTHORITY TO ACCEPT A GRANT AWARD OF \$50,000 FROM THE CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE TO SUPPORT FREE SPAY AND NEUTER FOR UNALTERED PETS		
PROGRAM	Community Services		
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		
DEADLINES/ TIME CONSTRAINTS	none		
COST & FUNDING	Total cost: There is no impact on Net County Cost.	Funding source: The \$50,000 grant is budgeted in the Department's Miscellaneous Revenue operating budget to support the Spay/Neuter Voucher Program.	
	TERMS (if applicable):		
	Explanation:		
PURPOSE OF REQUEST	Delegate authority for Director to accept a grant to be used for free spay/neuter vouchers for underserved communities in Los Angeles County.		
BACKGROUND (include internal/external issues that may exist including any related motions)	No anticipated internal or external issues are expected.		
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 Board of Supervisor's Priority 9, Poverty Alleviation.		
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Whitney Duong, Admin. Services Mgr. II, (562) 379-9719, WDuong@animalcare.lacounty.gov		



Marcia Mayeda, Director

July 12, 2022

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County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**DELEGATE AUTHORITY TO ACCEPT A GRANT AWARD
OF \$50,000 FROM THE CALIFORNIA DEPARTMENT OF
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FREE SPAY AND NEUTER FOR UNALTERED PETS
(ALL SUPERVISORIAL DISTRICTS)
(3 VOTES)**

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IT IS RECOMMENDED THAT THE BOARD:

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2. Instruct the Executive Officer to prepare and send a letter of appreciation to the California Department of Food and Agriculture for their generous grant award.

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PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The Department of Animal Care and Control (Department) is pleased to inform your Board that on April 20, 2022, the California Department of Food and Agriculture (CDFA) offered a grant award of \$50,000 to the Department as part of its 2022 Pet Lover's License Plate Grant Program. Grant funds were designated to support the Department's Spay/Neuter Voucher Program. Services will be offered to pet owners in unincorporated areas of Los Angeles County and in contract cities that contribute to the Department's spay/neuter trust fund who may be unable to afford to spay or neuter their pets. The Department will provide eligible pet owners with a spay/neuter voucher that can be redeemed at a partnering veterinary clinic. The Department will focus on pet owners who lack access to veterinary services due to unavailability of low-cost and free services and resources within their communities.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

The acceptance of this grant award will support County Strategic Plan Goal II.2, Support the Wellness of our Communities, in addition to Goal III.3, Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability by making use of external resources to provide financial pet assistance to pet owners who otherwise could not access these services. Spay and neuter reduces health risks for animals and helps curtail uncontrolled animal populations. As a result, the risk of diseases being transmitted between animals and people is lessened.

FISCAL IMPACT/FINANCING

There is no impact on Net County Cost. The \$50,000 grant is budgeted in the Department's Miscellaneous Revenue operating budget to support the Spay/Neuter Voucher Program.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

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IMPACT ON CURRENT SERVICES

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The Honorable Board of Supervisors
July 12, 2022
Page 3

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CONCLUSION

Upon approval, the Executive Officer is requested to send a letter thanking the CDFA for their generous grant award. A draft appreciation letter is enclosed. Please return one adopted copy of this Board letter to the Department.

Respectfully submitted,

MARCIA MAYEDA
Director

MM:rm
Sec:BrdCorres:BL:/bl CDFA Grant \$50000

Enclosures

c: Chief Executive Office
County Counsel
Executive Office

BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	6/15/2022			
BOARD MEETING DATE	7/12/2022			
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)	Animal Care and Control			
SUBJECT	Delegate authority to the Director of Animal Care and Control to enter into a contract with Pasadena Humane (PH) for animal care and control services in Altadena and the unincorporated areas of La Crescenta, East Pasadena, and San Pasqual.			
PROGRAM	Community Services			
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			
DEADLINES/ TIME CONSTRAINTS	Current contract with PH ends July 31, 2022.			
COST & FUNDING	<table border="1" style="width: 100%;"> <tr> <td style="width: 50%;"> Total cost: First 11 months: \$580,646 2nd/3rd year: \$633,432/per year </td><td style="width: 50%;"> Funding source: Funding is available to fund the initial two year and eleven-month term. The annual cost of the contract is estimated at \$633,432. The department currently has \$458,000 in ongoing funding for this contract and \$176,000 will be included in the FY 22-23 Final Changes budget. Years four and five will be re-evaluated based on available resources. </td></tr> </table>		Total cost: First 11 months: \$580,646 2 nd /3 rd year: \$633,432/per year	Funding source: Funding is available to fund the initial two year and eleven-month term. The annual cost of the contract is estimated at \$633,432. The department currently has \$458,000 in ongoing funding for this contract and \$176,000 will be included in the FY 22-23 Final Changes budget. Years four and five will be re-evaluated based on available resources.
Total cost: First 11 months: \$580,646 2 nd /3 rd year: \$633,432/per year	Funding source: Funding is available to fund the initial two year and eleven-month term. The annual cost of the contract is estimated at \$633,432. The department currently has \$458,000 in ongoing funding for this contract and \$176,000 will be included in the FY 22-23 Final Changes budget. Years four and five will be re-evaluated based on available resources.			
	TERMS (if applicable): The following are the maximum Contract costs: Initial two year and eleven-month term: \$1,847,510. Two one-year terms: \$1,266,864. Total contract amount over four years and eleven months: \$3,114,374.			
	Explanation: Amounts beyond year one are subject to change annually based on the annual Consumer Price Index (CPI) rate.			
PURPOSE OF REQUEST	County residents in Altadena and the unincorporated areas of La Crescenta, East Pasadena, and San Pasqual will continue to receive regionally uniform and localized animal care and control services 24 hours a day, 7 days a week, from PH. The distance between the service areas and the Baldwin Park Animal Care Center, minimum 14 miles up to 26 miles, is a burden for affected residents who must travel to the animal care center to conduct business such as retrieving their pet or having to wait for DACC staff to travel to their location to provide services.			
BACKGROUND (include internal/external issues that may exist including any related motions)	No anticipated internal or external issues are expected. PH has agreed to all Prop A and Living Wage requirements.			
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 Board of Supervisor's Priority 7, Sustainability.			
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Whitney Duong, Admin. Services Mgr. II, (562) 379-9719, WDuong@animalcare.lacounty.gov			



LOS ANGELES COUNTY

ANIMAL CARE & CONTROL | **redefining CARE**



Marcia Mayeda, Director

July 12, 2022

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

Dear Supervisors:

**DELEGATE AUTHORITY TO THE DIRECTOR OF ANIMAL CARE AND CONTROL
TO ENTER INTO A CONTRACT WITH PASADENA HUMANE FOR ANIMAL CARE
AND CONTROL SERVICES FOR ALTADENA AND THE UNINCORPORATED
AREAS OF LA CRESCENTA, EAST PASADENA, AND SAN PASQUAL
(SUPERVISORIAL DISTRICT 5)
(3 VOTES)**

SUBJECT

The Department of Animal Care and Control (DACC) requests approval to delegate authority to the Director of Animal Care and Control to enter into a Proposition A (Prop A) contract with Pasadena Humane (PH) for animal care and control services in Altadena and the unincorporated areas of La Crescenta, East Pasadena, and San Pasqual.

IT IS RECOMMENDED THAT THE BOARD:

1. Make a finding pursuant to Los Angeles County Code Section 2.121.420 that contracting for animal care and control services in Altadena and the unincorporated areas of La Crescenta, East Pasadena, and San Pasqual can be performed more economically by an independent contractor.

Agoura ACC
29525 Agoura Road
Agoura Hills, CA 91301
(818) 991-0071

Baldwin Park ACC
4275 N. Elton Street
Baldwin Park, CA 91706
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38550 Sierra Highway
Palmdale, CA 93550
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Administrative Office
5898 Cherry Avenue
Long Beach, CA 90805
(800) 253-3555

2. Delegate authority to the Director of Animal Care and Control to execute a Prop A Contract with PH, substantially similar to Attachment I, for animal care and control services in Altadena and the unincorporated areas of La Crescenta, East Pasadena, and San Pasqual beginning August 1, 2022, for a period of two years and eleven months, with two additional one-year extension options, for a maximum total term of five years, not to exceed \$633,432 per year (see Attachment I).
3. Authorize the Director of Animal Care and Control to (1) exercise the additional two, one-year extension options if in the opinion of the Director the contractor has performed successfully during the previous contract period, the services are still required, and it is in the best interests of the County of Los Angeles to do so and (2) add, delete, and/or change certain terms and conditions as required by federal or State law or regulation, County policy, the County's Board of Supervisors, or the Chief Executive Officer.
4. Authorize the Director of Animal Care and Control to adjust the pricing based on the annual Consumer Price Index (CPI) rate annually, as needed, during each contract year in the event that prices need to be increased.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Under this contract, County residents in Altadena and the unincorporated areas of La Crescenta, East Pasadena, and San Pasqual will continue to receive regionally uniform and localized animal care and control services 24 hours a day, 7 days a week from PH. Residents in these areas currently receive full animal control services from PH. DACC's closest animal care center in Baldwin Park is located approximately 18 miles from Altadena, 26 miles from the unincorporated areas of La Crescenta, and 14 miles from East Pasadena/San Pasqual. The distance between the service areas and the Baldwin Park Animal Care Center is a burden for County residents who must travel to the animal care center to conduct business such as retrieving their pet or having to wait for DACC staff to travel to their location to provide services.

PH provides the same or similar services to the adjacent cities of Arcadia, Bradbury, Glendale, La Canada Flintridge, Monrovia, Pasadena, San Marino, Sierra Madre, and South Pasadena. Its shelter is located at 361 South Raymond Avenue, Pasadena, California 91105, significantly closer to the service areas than the DACC Baldwin Park Animal Care Center located at 4275 Elton St, Baldwin Park, CA 91706. The PH shelter is approximately 4 miles from Altadena, 9 miles from La Crescenta, and 3 miles from East Pasadena/San Pasqual.

Approval of the first recommendation is necessary to comply with Los Angeles County Code Section 2.121.420. Contracting under Prop A requirements has been determined to be cost-effective for the provision of animal care and control services. The cost analysis demonstrates that the cost of contracted services is significantly less than the County's cost of providing the same services, resulting in significant savings for the Department.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

Approval of the recommended actions is consistent with County Strategic Plan Goal II.2, Support the Wellness of our Communities, and Goal III.3, Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability by utilizing external resources to support residents and the well-being of animals in Altadena and the unincorporated areas of La Crescenta, East Pasadena, and San Pasqual in a more efficient and cost-effective manner.

FISCAL IMPACT/FINANCING

DACC's estimated cost to provide the equivalent services is \$693,891, in addition to a one-time cost of \$274,334 to procure additional animal control patrol vehicles and \$19,597 of ongoing costs to maintain them, for a total estimated cost of \$987,822 during the first year. These estimates notably omit the costs of constructing or acquiring an animal care center near the service areas as costs will vary depending on location.

The contract allows for providing service to Altadena and the unincorporated areas of La Crescenta, East Pasadena, and San Pasqual. Funding is available to fund the initial two year and eleven-month term. The annual cost of the contract is estimated at \$633,432. The department currently has \$458,000 in ongoing funding for this contract and \$176,000 will be included in the FY 22-23 Final Changes budget. Years four and five will be re-evaluated based on available resources.

FACTS AND LEGAL PROVISIONS/LEGAL REQUIREMENTS

The proposed contractor, PH, was selected after the Department solicited proposals from qualified vendors for animal care and control services in compliance with the provisions of the Government Code Section 31000. The mandatory requirements for contracting as identified in Section 31000 of the Government Code have been met.

It has been determined that the provision of services by the contractor under the recommended contract is subject to Prop A guidelines which include the Living Wage Program set forth in Los Angeles County Code Chapter 2.201. The Department has evaluated and determined that PH fully complies with the requirements of the Living Wage Program and agrees to pay full-time and part-time employees providing County services a living wage and intends to pay future living wage rate annual adjustments on the effective date for the duration of the contract term. The award of this contract will not result in unauthorized disclosure of confidential information and will be in full compliance with federal, State, and County regulations. This contract contains all required terms and conditions supporting the Board's ordinances, policies, and programs.

Departments are required by the Board of Supervisors to submit cost analyses for Prop A contracts to the Auditor-Controller for approval except when the annual contract amount is less than \$1 million. The Prop A cost analysis for animal care and control services was prepared; however, it was not sent to the Auditor-Controller as the annual estimated amount of \$633,432 is below the threshold for the Auditor-Controller's review.

The County maintains databases that track and monitor contractors' performance history. Information entered into such databases may be used for a variety of purposes, which include determining whether the County will exercise its option to extend the contract term. No negative information was found for this contractor.

The following is a summary demonstrating that all of the legal requirements of Prop A contracting have been met:

- The contracted services can be provided more economically by an independent contractor as demonstrated in the cost analysis comparing the contractor's costs to the County's costs.
- The County's ability to respond to emergencies will not be impaired because the contractor will be available to the County and services may be supplemented by County staff during an emergency.
- The award of the contract will not result in the unauthorized disclosure of confidential information.
- In the event of default by the contractor, the County will resume animal care and control services until another RFP can be completed.

- The contract will not reduce current services. The services performed by the contractor will allow the County to respond to higher priority/emergency services.

CONTRACTING PROCESS

On August 16, 2021, the Department released a Request for Proposals (RFP) DACC-2021-01 for animal care services to the entire unincorporated community known as Altadena, the unincorporated portions of La Crescenta-Montrose (including unincorporated portions of zip codes 91001, 91214, 91104, 91020, and 91011), and unincorporated portions of East Pasadena and San Pasqual within zip code 91107. The solicitation was posted on the County's website, advertised to all agencies who were categorized under the animal care commodity on the Doing Business With Us County website, and was publicized in the Pasadena Star-News. A mandatory proposers' conference was held on September 7, 2021, at which one vendor was in attendance.

On October 14, 2021, the solicitation process closed and the Department received one proposal which was from PH. Although only one proposal was received, the Department formed an evaluation committee to rate and ensure the proposal was responsive. The Committee evaluated the proposal based on criteria identified in the RFP, which included: Background and Experience, Performance History/References, Service Implementation Plan, and Staffing. Through this evaluation, PH was recommended for award of the contract. PH has more than 100 years of experience providing animal care and control services.

The Department has evaluated and determined that PH fully complies with the requirements of the Living Wage Program and agrees to pay full-time and part-time employees providing County services a living wage and intends to pay a future living wage.

On June 14, 2022, the Department requested from the Board a one-month extension of its ongoing sole contract with PH. This extension granted the Department the time needed to request and receive approval from the Board to enter into a contract with PH for animal services to begin on August 1, 2022.

IMPACT ON CURRENT SERVICES

Approval of the recommendations will ensure the Department can provide a reasonable response to public requests for animal care and control services in Altadena and the unincorporated areas of La Crescenta, East Pasadena, and San Pasqual. County

residents in Altadena and the unincorporated areas of La Crescenta, East Pasadena, and San Pasqual will receive animal control field and sheltering services provided by PH. Public safety responses will be enhanced as officers will be more readily available to respond to calls regarding aggressive dogs, animal abuse or neglect, assistance to local law enforcement, and other emergencies. Owners will be able to reclaim their lost pets more quickly, and residents who find lost pets will be more willing to bring them to the closer location of PH than the Baldwin Park Animal Care Center. This will result in reduced potential animal euthanasia as well as fewer lost animals that can cause public safety threats or become harmed.

Prop A requires that departments assess any potential impact of the recommended contract. There is no significant risk exposure to the County. The award of this contract will not infringe on the role of the County in its relationship with its residents and the County's ability to respond to emergencies will not be impaired. The contract will not result in reduced services. There is no employee impact as a result of this contract since the existing employees will continue to be needed at the Baldwin Park Animal Care Center to provide animal care and control services to the surrounding communities. In addition, the Department has determined that it has alternative resources available in the event of default by PH.

CONCLUSION

Upon approval, the Executive Officer, Board of Supervisors, is requested to return one adopted stamped Board letter to the Department for our records.

Respectfully submitted,

MARCIA MAYEDA
Director

MM:rm

s:\brdcorr\bl\2022 bl\7.14.22 bl Pasadena Humane

Enclosures

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



CONTRACT BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

PASADENA HUMANE

FOR

ANIMAL CARE AND CONTROL SERVICES

FOR ALTADENA AND THE UNINCORPORATED
AREAS OF LA CRESCENTA, EAST PASADENA, AND
SAN PASQUAL

(LANGUAGE FOR LIVING WAGE PROGRAM
INCLUDED AND ANNOTATED)

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STANDARD EXHIBITS

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- B PRICING SCHEDULE (NOT ATTACHED TO SAMPLE)
- C INTENTIONALLY OMITTED
- D CONTRACTOR'S EEO CERTIFICATION
- E COUNTY'S ADMINISTRATION
- F CONTRACTOR'S ADMINISTRATION
- G FORM(S) REQUIRED AT THE TIME OF CONTRACT EXECUTION (COVID-19 Vaccination Certification of Compliance and Confidentiality Forms)
- H JURY SERVICE ORDINANCE
- I SAFELY SURRENDERED BABY LAW

UNIQUE EXHIBITS

PROP A - LIVING WAGE PROGRAM EXHIBITS

- J LIVING WAGE ORDINANCE
- K LIVING WAGE RATE ANNUAL ADJUSTMENTS
- L PAYROLL STATEMENT OF COMPLIANCE

EXHIBITS M-N HAVE BEEN INTENTIONALLY OMITTED

SB 1262 – NONPROFIT INTEGRITY ACT OF 2004

- O CHARITABLE CONTRIBUTIONS CERTIFICATION

**CONTRACT BETWEEN
COUNTY OF LOS ANGELES
AND
PASADENA HUMANE
FOR

ANIMAL CARE AND CONTROL SERVICES

FOR ALTADENA AND THE UNINCORPORATED
AREAS OF LA CRESCENTA, EAST PASADENA,
AND SAN PASQUAL**

This Contract ("Contract") made and entered into this ____ day of _____, 20__ by and between the County of Los Angeles, hereinafter referred to as County and Pasadena Humane, hereinafter referred to as "Contractor," together referred to as "the Parties". Pasadena Humane is located at 361. South Raymond Avenue, Pasadena, Ca 91105.

RECITALS

WHEREAS, County may contract with private businesses for Animal Care and Control Services when certain requirements are met; and

WHEREAS, Contractor is a private firm specializing in providing Animal Care and Control Services; and

WHEREAS, the Department of Animal Care and Control has the authority to execute a contract for Animal Care and Control Services; and

Prop A authorization:

WHEREAS, the County has determined that it is legal, feasible, and cost-effective to contract for Animal Care and Control Services; and

WHEREAS, this Contract is therefore authorized under Section 44.7 of the Los Angeles County Charter and Los Angeles County Code Section 2.121.250; and

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties agree to the following:

1 APPLICABLE DOCUMENTS

Exhibits A, B, C, D, E, F, G, H, I, J, K L, and O are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency will be resolved by giving precedence first to the terms and conditions of the Contract and then to the Exhibits according to the following priority.

Standard Exhibits:

- 1.1 Exhibit A - Statement of Work
- 1.2 Exhibit B - Pricing Schedule
- 1.3 Exhibit C - Intentionally Omitted
- 1.4 Exhibit D - Contractor's EEO Certification
- 1.5 Exhibit E - County's Administration
- 1.6 Exhibit F - Contractor's Administration
- 1.7 Exhibit G - Form(s) Required at the Time of Contract Execution (COVID-19 Vaccination Certification of Compliance and Confidentiality Forms)
- 1.8 Exhibit H - Jury Service Ordinance
- 1.9 Exhibit I - Safely Surrendered Baby Law

Unique Exhibits:

Prop A - Living Wage Program

- 1.10 Exhibit J - Living Wage Ordinance

1.11 Exhibit K - Living Wage Rate Annual Adjustments

1.12 Exhibit L - Payroll Statement of Compliance

Exhibits M-N Have Been Intentionally Omitted

SB 1262 - Nonprofit Integrity Act of 2004

1.15 Exhibit O - Charitable Contributions Certification

This Contract constitutes the complete and exclusive statement of understanding between the Parties, and supersedes all previous contracts, written and oral, and all communications between the Parties relating to the subject matter of this Contract. No change to this Contract will be valid unless prepared pursuant to Paragraph 8.1 (Amendments) and signed by both Parties.

2 DEFINITIONS

2.1 Standard Definitions:

2.1.1 The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein will be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

2.1.1.1 Contract: This agreement executed between County and Contractor. Included are all supplemental agreements amending or extending the service to be performed. The Contract sets forth the terms and conditions for the issuance and performance of all tasks, deliverables, services and other work.

2.1.1.2 Contractor: The person or persons, sole proprietor, partnership, joint venture, corporation or other legal entity who has entered into an agreement with the County to perform or execute the work covered by this Contract.

2.1.1.3 Statement of Work: The directions, provisions, and requirements provided herein and special provisions pertaining to the method, frequency, manner and place of performing the contract services.

2.1.1.4 Subcontract: An agreement by the contractor to employ a subcontractor to provide services to fulfill this Contract.

- 2.1.1.5 **Subcontractor:** Any individual, person or persons, sole proprietor, firm, partnership, joint venture, corporation, or other legal entity furnishing supplies, services of any nature, equipment, and/or materials to Contractor in furtherance of Contractor's performance of this Contract, at any tier, under oral or written agreement.
- 2.1.1.6 **Board of Supervisors (Board):** The Board of Supervisors of the County of Los Angeles acting as governing body.
- 2.1.1.7 **County Project Manager:** Person designated by County's Project Director to manage the operations under this Contract.
- 2.1.1.8 **County Contract Project Monitor:** Person with responsibility to oversee the day to day activities of this contract, including responsibility for inspections of any and all tasks, deliverables, goods, services and other work provided by Contractor.
- 2.1.1.9 **County Project Director:** Person designated by County with authority for County on contractual or administrative matters relating to this Contract that cannot be resolved by County's Project Manager.
- 2.1.1.10 **Day(s):** Calendar day(s) unless otherwise specified.
- 2.1.1.11 **Contractor Project Manager:** The person designated by Contractor to administer the Contract operations under this Contract
- 2.1.1.12 **Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.

3 WORK

- 3.1 Pursuant to the provisions of this Contract, Contractor will fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth in herein.
- 3.2 If Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same will be deemed to be a gratuitous effort on the part of Contractor, and Contractor will have no claim whatsoever against County.

4 TERM OF CONTRACT

- 4.1 The term of this Contract, once executed by the delegated authority approved by the County's Board of Supervisors, will begin August 1, 2022 and end June 30, 2025, with the first year being 11 months and the second and third year being 12 months each, unless sooner terminated or extended, in whole or in part, as provided in this Contract.
- 4.2 County will have the sole option to extend this Contract term for up to two (2) additional one (1) year periods, beginning July 1, 2025, for a maximum total Contract term of four (4) years and eleven (11) months. Each such extension option may be exercised at the sole discretion of County's Board of Supervisors.

County maintains a database that track/monitor Contractor performance history. Information entered into the database may be used for a variety of purposes, including determining whether County will exercise a contract term extension option.

- 4.3 Contractor will notify the Department of Animal Care and Control when this Contract is within six (6) months of the expiration of the term as provided for hereinabove. Upon occurrence of this event, Contractor will send written notification to the Department of Animal Care and Control at the address herein provided in Exhibit E - County's Administration.

5 CONTRACT SUM

5.1 Total Contract Sum

5.1.1 For pricing schedule, see Exhibit B.

5.2 Written Approval for Reimbursement

5.2.1 Contractor will 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 Contractor's duties, responsibilities, or obligations, or performance of same by any person or entity other than Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, will not occur except with County's express prior written approval.

5.3 Notification of 75% of Total Contract Sum

5.3.1 Contractor will maintain a system of record keeping that will allow Contractor to determine when it has incurred seventy-five percent (75%) of the total contract sum under this Contract. Upon occurrence of this event, Contractor will send written notification to the Department of Animal Care and Control at the address herein provided in Exhibit E, County's Administration.

5.4 No Payment for Services Provided Following Expiration-Termination of Contract

5.4.1 Contractor will have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Contract. Should Contractor receive any such payment it will immediately notify County and will immediately repay all such funds to County. Payment by County for services rendered after expiration-termination of this Contract will not constitute a waiver of County's right to recover such payment from Contractor. This provision will survive the expiration or other termination of this Contract.

5.5 Invoices and Payments

5.5.1 Contractor will invoice County only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A - Statement of Work and elsewhere hereunder. Contractor will prepare invoices, which will include the charges owed to Contractor by County under the terms of this Contract. Contractor's payments will be as provided in Exhibit B (Pricing Schedule) and Contractor will be paid only for the tasks, deliverables, goods, services, and other work approved in writing by County. If County does not approve work in writing no payment will be due to Contractor for that work.

5.5.2 Contractor's invoices will be priced in accordance with Exhibit B (Pricing Schedule).

5.5.3 Contractor's invoices will contain the information set forth in Exhibit A (Statement of Work) describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed.

5.5.4 Contractor will submit the monthly invoices to County by the 15th calendar day of the month following the month of service.

Prop A - Living Wage Program:

No invoice will be approved for payment unless the following is included:

Exhibit L - Payroll Statement of Compliance

- 5.5.5 All invoices under this Contract will be submitted in two (2) copies to the following address:

Los Angeles County Department of Animal Care and Control
5898 Cherry Ave, Long Beach, CA 90805
Attn: Accounts Payable

5.5.6 **County Approval of Invoices**

All invoices submitted by Contractor for payment must have the written approval of County's Project Manager prior to any payment thereof. In no event will County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld.

5.5.7 **Local Small Business Enterprises – Prompt Payment Program**

Certified Local Small Business Enterprises (LSBEs) will receive prompt payment for services they provide to County departments. Prompt payment is defined as fifteen (15) calendar days after receipt of an undisputed invoice.

5.6 **Intentionally Omitted**

5.7 **Default Method of Payment: Direct Deposit or Electronic Funds Transfer**

- 5.7.1 County, at its sole discretion, has determined that the most efficient and secure default form of payment for goods and/or services provided under an agreement/contract with County will be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).

- 5.7.2 Contractor will submit a direct deposit authorization request via the website <https://directdeposit.lacounty.gov> with banking and vendor information, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.

5.7.3 Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit will supersede this requirement with respect to those payments.

5.7.4 At any time during the duration of the agreement/contract, Contractor may submit a written request for an exemption to this requirement. Such request must be based on specific legal, business or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is necessary. The A-C, in consultation with the contracting department(s), will decide whether to approve exemption requests.

6 ADMINISTRATION OF CONTRACT - COUNTY

6.1 County Administration

6.1.1 A listing of all County Administration referenced in the following subparagraphs are designated in Exhibit E - County's Administration. County will notify Contractor in writing of any change in the names or addresses shown.

6.2 County's Project Director

6.2.1 The role of County's Project Director may include:

6.2.1.1 Coordinating with Contractor and ensuring Contractor's performance of this Contract; however, in no event will Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby; and

6.2.1.2 Upon request of Contractor, providing direction to Contractor, as appropriate in areas relating to County policy, information requirements, and procedural requirements; however, in no event, will Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby.

6.3 County's Project Manager

6.3.1 The role of County's Project Manager is authorized to include:

6.3.1.1 Meeting with Contractor's Project Manager on a regular basis; and

6.3.1.2 Inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of Contractor; however, in no event will Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby.

County's Project Manager is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate County in any respect whatsoever.

6.4 County's Contract Project Monitor

6.4.1 The role of the County's Project Monitor is to oversee the day-to-day administration of this Contract; however, in no event will Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby. The Project Monitor reports to County's Project Manager.

7 ADMINISTRATION OF CONTRACT - CONTRACTOR

7.1 Contractor Administration

A listing of all of Contractor's Administration referenced in the following paragraphs is designated in Exhibit F (Contractor's Administration). Contractor will notify County in writing of any change in the names or addresses shown.

7.2 Contractor's Project Manager

7.2.1 Contractor's Project Manager is designated in Exhibit F (Contractor's Administration). Contractor will notify County in writing of any change in the name or address of Contractor's Project Manager.

7.2.2 Contractor's Project Manager will be responsible for Contractor's day-to-day activities as related to this Contract and will meet and coordinate with County's Project Manager and County's Contract Project Monitor on a regular basis.

7.3 Approval of Contractor's Staff

7.3.1 County has the absolute right to approve or disapprove all of Contractor's staff performing work hereunder and any proposed changes in Contractor's staff, including, but not limited to, Contractor's Project Manager.

7.4 Contractor's Staff Identification

Contractor will provide, at Contractor's expense, all staff providing services under this Contract with a photo identification badge.

- 7.4.1 Contractor is responsible to ensure that employees have obtained a County ID badge before they are assigned to work in a County facility. Contractor personnel may be asked by a County representative to leave a County facility if they do not have the proper County ID badge on their person and Contractor personnel must immediately comply with such request.
- 7.4.2 Contractor will notify County within one business day when staff is terminated from working under this Contract. Contractor will retrieve and return an employee's County ID badge to the County on the next business day after the employee has terminated employment with Contractor.
- 7.4.3 If County requests the removal of Contractor's staff, Contractor will retrieve and return an employee's County ID badge to County on the next business day after the employee has been removed from working on this Contract.

7.5 Background and Security Investigations

- 7.5.1 Each of Contractor's staff performing services under this Contract, who is in a designated sensitive position, as determined by County in County's sole discretion, will undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under this Contract. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review, which may include, but will not be limited to, criminal conviction information. The fees associated with the background investigation will be at Contractor's expense, regardless of whether the member of Contractor's staff passes or fails the background investigation.

If a member of Contractor's staff does not pass the background investigation, County may request that the member of Contractor's staff be removed immediately from performing services under this Contract. Contractor will comply with County's request at any time during the term of this Contract. County will not provide to Contractor or to

Contractor's staff any information obtained through the County's background investigation.

7.5.2 County, in its sole discretion, may immediately deny or terminate facility access to any member of Contractor's staff that does not pass such investigation to the satisfaction of County or whose background or conduct is incompatible with County facility access.

7.5.3 Disqualification of any member of Contractor's staff pursuant to this Paragraph 7.5 will not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

7.6 Confidentiality

7.6.1 Contractor will maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.

7.6.2 Contractor will indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Paragraph 7.6, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 7.6 will be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County will have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County will be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor will not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

- 7.6.3 Contractor will inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.
- 7.6.4 Contractor will sign and adhere to the provisions of the "Contractor Acknowledgement and Confidentiality Agreement", Exhibit G1.

8 STANDARD TERMS AND CONDITIONS

8.1 Amendments

- 8.1.1 For any change which affects the scope of work, term, contract sum, payments, or any term or condition included under this Contract, an amendment to the Contract will be prepared and executed by Contractor and by the Board of Supervisors.
- 8.1.2 County's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Executive Officer. To implement such changes, an Amendment to the Contract will be prepared and executed by Contractor and by the Board of Supervisors.
- 8.1.3 The Department Head may at his/her sole discretion, authorize extensions of time as defined in Paragraph 4 - Term of Contract. Contractor agrees that such extensions of time will not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an Amendment to this Contract will be prepared and executed by Contractor and by the Department Head.

8.2 Assignment and Delegation/Mergers or Acquisitions

- 8.2.1 The contractor will notify the County of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If the contractor is restricted from legally notifying the County of pending acquisitions/mergers, then it should notify the County of the actual acquisitions/mergers as soon as the law allows and provide to the County the legal framework that restricted it from notifying the County prior to the actual acquisitions/mergers.
- 8.2.2 The contractor will not assign, exchange, transfer, or delegate its rights or duties under this Contract, whether in whole or in

part, without the prior written consent of County, in its discretion, and any attempted assignment, delegation, or otherwise transfer of its rights or duties, without such consent will be null and void. For purposes of this paragraph, County consent will require a written Amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Contract will be deductible, at County's sole discretion, against the claims, which the contractor may have against the County.

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

8.3 Authorization Warranty

- 8.3.1 Contractor represents and warrants that the person executing this Contract for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term, condition, and obligation of this Contract and that all requirements of Contractor have been fulfilled to provide such actual authority.

8.4 Budget Reductions

- 8.4.1 In the event that the County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County contracts, County reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the services to be provided by Contractor under this Contract will also be reduced correspondingly. The County's notice to Contractor regarding said reduction in payment obligation will be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set

forth in the preceding sentence, Contractor will continue to provide all of the services set forth in this Contract.

8.5 Complaints

8.5.1 Contractor will develop, maintain and operate procedures for receiving, investigating and responding to complaints.

8.5.2 Complaint Procedures

8.5.2.1 Within thirty (30) business days after the Contract effective date, Contractor will provide County with Contractor's policy for receiving, investigating and responding to user complaints.

8.5.2.2 County will review Contractor's policy and provide Contractor with approval of said plan or with requested changes.

8.5.2.3 If County requests changes in Contractor's policy, Contractor will make such changes and resubmit the plan within thirty (30) business days for County approval.

8.5.2.4 If, at any time, Contractor wishes to change Contractor's policy, Contractor will submit proposed changes to County for approval before implementation.

8.5.2.5 Contractor will preliminarily investigate all complaints and notify County's Project Manager of the status of the investigation within thirty (30) business days of receiving the complaint.

8.5.2.6 When complaints cannot be resolved informally, a system of follow-through will be instituted which adheres to formal plans for specific actions and strict time deadlines.

8.5.2.7 Copies of all written responses will be sent to County's Project Manager within ten (10) business days of mailing to the complainant.

8.6 Compliance with Applicable Law

8.6.1 In the performance of this Contract, Contractor will comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures,

and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.

8.6.2 Contractor will indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under Paragraph 8.6 (Compliance with Applicable Law) will be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County will have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County will be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor will not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

8.7 Compliance with Civil Rights Laws

8.7.1 Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person will, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. The contractor will comply with Exhibit D - Contractor's EEO Certification.

8.8 Compliance with the County's Jury Service Program

8.8.1 Jury Service Program:

This Contract 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, a copy of which is attached as Exhibit H and incorporated by reference into and made a part of this Contract.

8.8.2 Written Employee Jury Service Policy.

1. Unless Contractor has demonstrated to County's satisfaction either that Contractor is not a "contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor will have and adhere to a written policy that provides that its Employees will receive from Contractor, 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 Contractor or that Contractor deduct from the Employee's regular pay the fees received for jury service.
2. For purposes of this paragraph, "contractor" or "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of fifty thousand dollars (\$50,000) or more in any twelve (12) month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the contractor. "Full-time" means forty (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) contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of ninety (90) days or less within a twelve (12) month period are not considered full-time for purposes of the Jury Service Program. If the contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor will also be subject to the provisions of this paragraph. The provisions of this paragraph will be inserted into any such subcontract agreement and a copy of the Jury Service Program will be attached to the agreement.

3. If Contractor is not required to comply with the Jury Service Program when the Contract commences, Contractor will have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor will immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "contractor" or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor will immediately implement a written policy consistent with the Jury Service Program. County may also require, at any time during the Contract and at its sole discretion, that Contractor demonstrate, to County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "contractor" and/or that Contractor continues to qualify for an exception to the Program.
4. Contractor's violation of this paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

8.9 Conflict of Interest

- 8.9.1 No County employee whose position with County enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, will be employed in any capacity by Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of Contractor who may financially benefit from the performance of work hereunder will in any way participate in 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.
- 8.9.2 Contractor will comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. Contractor warrants that it is not now aware of any facts that create a conflict of interest. If Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it will immediately make full written disclosure of such facts to County. Full written disclosure

will include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this paragraph will be a material breach of this Contract.

8.10 Consideration of Hiring County Employees Targeted for Layoff or Re-Employment List

8.10.1 Should Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, Contractor will give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Contract.

8.11 Consideration of Hiring GAIN-GROW Participants

8.11.1 Should Contractor require additional or replacement personnel after the effective date of this Contract, Contractor will give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet Contractor's minimum qualifications for the open position. For this purpose, consideration will mean that Contractor will interview qualified candidates. County will refer GAIN-GROW participants by job category to Contractor. Contractor will report all job openings with job requirements to: GAINGROW@DPSS.LACOUNTY.GOV and BSERVICES@WDACS.LACOUNTY.GOV and DPSS will refer qualified GAIN/GROW job candidates.

8.11.2 In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees will be given first priority.

8.12 Contractor Responsibility and Debarment

8.12.1 Responsible Contractor

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

8.12.2 Chapter 2.202 of the County Code

Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if County acquires information concerning the performance of Contractor on this or other contracts which indicates that Contractor is not responsible, County may, in addition to other remedies provided in the Contract, debar Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five (5) years but may exceed five (5) years or be permanent if warranted by the circumstances, and terminate any or all existing contracts Contractor may have with County.

8.12.3 Non-responsible contractor

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

8.12.4 Contractor Hearing Board

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

8.12.4.2 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. Contractor and/or Contractor's representative will be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board

will prepare a tentative proposed decision, which will contain a recommendation regarding whether Contractor should be debarred, and, if so, the appropriate length of time of the debarment. Contractor and the Department will be provided an opportunity to object to the tentative proposed decision prior to its presentation to County's Board of Supervisors.

- 8.12.4.3 After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board will be presented to County's Board of Supervisors. The Board of Supervisors will have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- 8.12.4.4 If a contractor has been debarred for a period longer than five (5) years, that contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the contractor has adequately demonstrated one or more of the following: 1) elimination of the grounds for which the debarment was imposed; 2) a bona fide change in ownership or management; 3) material evidence discovered after debarment was imposed; or 4) any other reason that is in the best interests of County.
- 8.12.4.5 The Contractor Hearing Board will consider a request for review of a debarment determination only where 1) the contractor has been debarred for a period longer than five (5) years; 2) the debarment has been in effect for at least five (5) years; and 3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board will

conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing will be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

- 8.12.4.6 The Contractor Hearing Board's proposed decision will contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board will present its proposed decision and recommendation to County's Board of Supervisors. The Board of Supervisors will have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

8.12.5 Subcontractors of Contractor

These terms will also apply to subcontractors of County contractors.

8.13 Contractor's Acknowledgement of County's Commitment to Safely Surrendered Baby Law

- 8.13.1 Contractor acknowledges that County places a high priority on the implementation of the Safely Surrendered Baby Law. Contractor understands that it is County's policy to encourage all County contractors to voluntarily post County's "Safely Surrendered Baby Law" poster, in Exhibit I, in a prominent position at Contractor's place of business. Contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. Information and posters for printing are available at:

<https://lacounty.gov/residents/family-services/child-safety/safe-surrender/>

8.14 Contractor's Warranty of Adherence to County's Child Support Compliance Program

- 8.14.1 Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through contracts 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.

- 8.14.2 As required by County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting Contractor's duty under this Contract to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and will during the term of this Contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and will implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

8.15 County's Quality Assurance Plan

County or its agent(s) will monitor Contractor's performance under this Contract on not less than an annual basis. Such monitoring will include assessing Contractor's compliance with all Contract terms and conditions and performance standards. Contractor deficiencies which County determines are significant or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to County's Board of Supervisors and listed in the appropriate contractor performance database. The report to the Board will include improvement/corrective action measures taken by County and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this Contract or impose other penalties as specified in this Contract.

8.16 Damage to County Facilities, Buildings or Grounds

- 8.16.1 Contractor will repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by Contractor or employees or agents of Contractor. Such repairs will be made immediately after Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.
- 8.16.2 If Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs will be repaid by the contractor by cash payment upon demand.

8.17 Employment Eligibility Verification

- 8.17.1 Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. Contractor will obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. Contractor will retain all such documentation for all covered employees for the period prescribed by law.
- 8.17.2 Contractor will indemnify, defend, and hold harmless, County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against Contractor or County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

8.18 Counterparts and Electronic Signatures and Representations

This Contract may be executed in two or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same Contract. The facsimile, email or electronic signature of the Parties will be deemed to constitute original signatures, and facsimile or electronic copies hereof will be deemed to constitute duplicate originals.

County and Contractor hereby agree to regard electronic representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to Paragraph 8.1 (Amendments) and received via communications facilities (facsimile, email or electronic signature), as legally sufficient evidence that such legally binding signatures have been affixed to Amendments to this Contract.

8.19 Fair Labor Standards

- 8.19.1 Contractor will comply with all applicable provisions of the Federal Fair Labor Standards Act and will 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 Contractor's employees for which County may be found jointly or solely liable.

8.20 Force Majeure

- 8.20.1 Neither party will be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this paragraph as "force majeure events").
- 8.20.2 Notwithstanding the foregoing, a default by a subcontractor of contractor will not constitute a force majeure event, unless such default arises out of causes beyond the control of both contractor and such subcontractor, and without any fault or negligence of either of them. In such case, contractor will not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this subparagraph, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.
- 8.20.3 In the event Contractor's failure to perform arises out of a force majeure event, Contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

8.21 Governing Law, Jurisdiction, and Venue

This Contract will be governed by, and construed in accordance with, the laws of the State of California. contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder will be exclusively in the County of Los Angeles.

8.22 Independent Contractor Status

- 8.22.1 This Contract is by and between County and Contractor and is not intended, and will not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between County and Contractor. The employees and agents of one party will not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.
- 8.22.2 Contractor will be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. County will have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of Contractor.
- 8.22.3 Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of Contractor and not employees of County. Contractor will be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of Contractor pursuant to this Contract.
- 8.22.4 Contractor will adhere to the provisions stated in Paragraph 7.6 (Confidentiality).

8.23 Indemnification

- 8.23.1 Contractor will indemnify, defend and hold harmless County, its Special Districts, elected and appointed officers, employees, agents and volunteers (County Indemnitees) from and against any and all liability, including but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from and/or relating to this Contract, except for such loss or damage arising from the sole negligence or willful misconduct of County indemnitees.

8.24 General Provisions for all Insurance Coverage

- 8.24.1 Without limiting Contractor's indemnification of County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor will provide and maintain at its own expense

insurance coverage satisfying the requirements specified in Paragraphs 8.24 and 8.25 of this Contract. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. County in no way warrants that the Required Insurance is sufficient to protect Contractor for liabilities which may arise from or relate to this Contract.

8.24.2 Evidence of Coverage and Notice to County

- 8.24.2.1** Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under Contractor's General Liability policy, will be delivered to County at the address shown below and provided prior to commencing services under this Contract.
- 8.24.2.2** Renewal Certificates will be provided to County not less than ten (10) days prior to contractor's policy expiration dates. County reserves the right to obtain complete, certified copies of any required contractor and/or sub-contractor insurance policies at any time.
- 8.24.2.3** Certificates will identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate will match the name of the contractor identified as the contracting party in this Contract. Certificates will provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand dollars (\$50,000), and list any County required endorsement forms.
- 8.24.2.4** Neither County's failure to obtain, nor County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information

provided by Contractor, its insurance broker(s) and/or insurer(s), will be construed as a waiver of any of the Required Insurance provisions.

8.24.2.5 Certificates and copies of any required endorsements will be sent to:

County of Los Angeles
Department of Animal Care and Control
Administrative Office
5898 Cherry Avenue
Long Beach, CA 90805
Attention: Contracts and Grants Division

8.24.2.6 Contractor also will promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor. Contractor also will promptly notify County of any third party claim or suit filed against Contractor or any of its subcontractors which arises from or relates to this Contract and could result in the filing of a claim or lawsuit against contractor and/or County.

8.24.3 Additional Insured Status and Scope of Coverage

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, employees and volunteers (collectively County and its Agents) will be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of County. County and its Agents additional insured status will apply with respect to liability and defense of suits arising out of Contractor's acts or omissions, whether such liability is attributable to Contractor or to County. The full policy limits and scope of protection also will apply to County and its Agents as an additional insured, even if they exceed County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

8.24.4 Cancellation of or Changes in Insurance

Contractor will provide County with, or Contractor's insurance policies will contain a provision that County will receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice will be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of County, upon which County may suspend or terminate this Contract.

8.24.5 Failure to Maintain Insurance

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance will constitute a material breach of this Contract, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. County, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, County may purchase the Required Insurance, and without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.

8.24.6 Insurer Financial Ratings

Coverage will be placed with insurers acceptable to County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.

8.24.7 Contractor's Insurance Will Be Primary

Contractor's insurance policies, with respect to any claims related to this Contract, will be primary with respect to all other sources of coverage available to Contractor. Any County-maintained insurance or self-insurance coverage will be in excess of and not contribute to any contractor coverage.

8.24.8 Waivers of Subrogation

To the fullest extent permitted by law, Contractor hereby waives its rights and its insurer(s)' rights of recovery against

County under all the Required Insurance for any loss arising from or relating to this Contract. Contractor will require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

8.24.9 Subcontractor Insurance Coverage Requirements

Contractor will include all subcontractors as insureds under Contractor's own policies, or will provide County with each subcontractor's separate evidence of insurance coverage. Contractor will be responsible for verifying each subcontractor complies with the Required Insurance provisions herein, and will require that each subcontractor name County and Contractor as additional insureds on the subcontractor's General Liability policy. Contractor will obtain County's prior review and approval of any subcontractor request for modification of the Required Insurance.

8.24.10 Deductibles and Self-Insured Retentions (SIRs)

Contractor's policies will not obligate County to pay any portion of any contractor deductible or SIR. County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respect to County, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond will be executed by a corporate surety licensed to transact business in the State of California.

8.24.11 Claims Made Coverage

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date will precede the effective date of this Contract. Contractor understands and agrees it will maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.

8.24.12 Application of Excess Liability Coverage

Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

8.24.13 **Separation of Insureds**

All liability policies will provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

8.24.14 **Alternative Risk Financing Programs**

County reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. County and its Agents will be designated as an Additional Covered Party under any approved program.

8.24.15 **County Review and Approval of Insurance Requirements**

County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures.

8.25 **Insurance Coverage**

8.25.1 **Commercial General Liability** insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming County and its Agents as an additional insured, with limits of not less than:

General Aggregate: \$2 million

Products/Completed Operations Aggregate: \$1 million

Personal and Advertising Injury: \$1 million

Each Occurrence: \$1 million

8.25.2 **Automobile Liability** insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance will cover liability arising out of Contractor's use of autos pursuant to this Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

- 8.25.3 **Workers Compensation and Employers' Liability** insurance or qualified self- insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also will include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming County as the Alternate Employer. The written notice will be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. If applicable to Contractor's operations, coverage also will be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

8.25.4 **Intentionally Omitted**

8.26 Liquidated Damages

- 8.26.1 If, in the judgment of the Department Head, or his/her designee, Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Department Head, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from Contractor's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to Contractor from County, will be forwarded to Contractor by the Department Head, or his/her designee, in a written notice describing the reasons for said action.
- 8.26.2 If the Department Head, or his/her designee, determines that there are deficiencies in the performance of this Contract that the Department Head, or his/her designee, deems are correctable by Contractor over a certain time span, the Department Head, or his/her designee, will provide a written notice to Contractor to correct the deficiency within specified time frames. Should Contractor fail to correct deficiencies within said time frame, the Department Head, or his/her designee, may: (a) Deduct from Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or (b) Deduct liquidated damages. The Parties agree that it will be

impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of Contractor to correct a deficiency within the specified time frame. The Parties hereby agree that under the current circumstances a reasonable estimate of such damages is one hundred dollars (\$100) per day per infraction, or as specified in the Exhibit 2 (Performance Requirements Summary (PRS)) Chart Appendix B (Statement of Work Exhibits) hereunder, and that Contractor will be liable to County for liquidated damages in said amount. Said amount will be deducted from County's payment to Contractor; and/or (c) Upon giving five (5) days notice to Contractor for failure to correct the deficiencies, County may correct any and all deficiencies and the total costs incurred by County for completion of the work by an alternate source, whether it be County forces or separate private contractor, will be deducted and forfeited from the payment to Contractor from County, as determined by County.

8.26.3 The action noted in Paragraph 8.26.2 will not be construed as a penalty, but as adjustment of payment to Contractor to recover County's cost due to the failure of Contractor to complete or comply with the provisions of this Contract.

8.26.4 This Paragraph will not, in any manner, restrict or limit County's right to damages for any breach of this Contract provided by law or as specified in the PRS or Paragraph 8.26.2, and will not, in any manner, restrict or limit County's right to terminate this Contract as agreed to herein.

8.27 Most Favored Public Entity

8.27.1 If Contractor's prices decline, or should Contractor at any time during the term of this Contract provide the same goods or services under similar quantity and delivery conditions to the State of California or any county, municipality, or district of the State at prices below those set forth in this Contract, then such lower prices will be immediately extended to County.

8.28 Nondiscrimination and Affirmative Action

8.28.1 Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will 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.

- 8.28.2 Contractor will certify to, and comply with, the provisions of Exhibit D (Contractor's EEO Certification).
- 8.28.3 Contractor will 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 will 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.
- 8.28.4 Contractor 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, physical or mental disability, marital status, or political affiliation.
- 8.28.5 Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies will comply with all applicable Federal and State laws and regulations to the end that no person will, 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 Contract or under any project, program, or activity supported by this Contract.
- 8.28.6 Contractor will allow County representatives access to Contractor's employment records during regular business hours to verify compliance with the provisions of this Paragraph 8.28 (Nondiscrimination and Affirmative Action) when so requested by County.
- 8.28.7 If County finds that any provision of this Paragraph 8.28 (Nondiscrimination and Affirmative Action) has been violated, such violation will constitute a material breach of this Contract upon which County may terminate or suspend this Contract. While County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by

the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that Contractor has violated Federal or State anti-discrimination laws or regulations will constitute a finding by County that Contractor has violated the anti-discrimination provisions of this Contract.

- 8.28.8 The Parties agree that in the event Contractor violates any of the anti-discrimination provisions of this Contract, County will, at its sole option, be entitled to the sum of five hundred dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

8.29 Non Exclusivity

- 8.29.1 Nothing herein is intended nor will be construed as creating any exclusive arrangement with Contractor. This Contract will not restrict County from acquiring similar, equal or like goods and/or services from other entities or sources.

8.30 Notice of Delays

- 8.30.1 Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party will, within one (1) business day, give notice thereof, including all relevant information with respect thereto, to the other party.

8.31 Notice of Disputes

- 8.31.1 Contractor will bring to the attention of County's Project Manager and/or County's Project Director any dispute between County and Contractor regarding the performance of services as stated in this Contract. If County's Project Manager or County's Project Director is not able to resolve the dispute, the Department Head, or designee will resolve it.

8.32 Notice to Employees Regarding the Federal Earned Income Credit

- 8.32.1 Contractor will notify its employees, and will require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice will be provided in accordance

with the requirements set forth in Internal Revenue Service Notice No. 1015.

8.33 Notice to Employees Regarding the Safely Surrendered Baby Law

- 8.33.1 Contractor will notify and provide to its employees, and will require each subcontractor to notify and provide to its employees, information regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The information is set forth in Exhibit I, Safely Surrendered Baby Law of this Contract. Additional information is available at:

<https://lacounty.gov/residents/family-services/child-safety/safe-surrender/>

8.34 Notices

- 8.34.1 All notices or demands required or permitted to be given or made under this Contract will be in writing and will be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the Parties as identified in Exhibits E - County's Administration and F - Contractor's Administration. Addresses may be changed by either party giving ten (10) days prior written notice thereof to the other party. The Department Head, or his/her designee will have the authority to issue all notices or demands required or permitted by County under this Contract.

8.35 Prohibition Against Inducement or Persuasion

- 8.35.1 Notwithstanding the above, Contractor and County agree that, during the term of this Contract and for a period of one year thereafter, neither party will in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

8.36 Public Records Act

- 8.36.1 Any documents submitted by Contractor; all information obtained in connection with County's right to audit and inspect Contractor's documents, books, and accounting records pursuant to Paragraph 8.38 (Record Retention and Inspection-Audit Settlement) of this Contract; as well as those

documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of County. All such documents become a matter of public record and will be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret," "confidential," or "proprietary." County will not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

- 8.36.2 In the event County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret," "confidential," or "proprietary," Contractor agrees to defend and indemnify County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

8.37 Publicity

- 8.37.1 Contractor will not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing Contractor's need to identify its services and related clients to sustain itself, County will not inhibit Contractor from publishing its role under this Contract within the following conditions:
 - 8.37.1.1 Contractor will develop all publicity material in a professional manner; and
 - 8.37.1.2 During the term of this Contract, Contractor will not, and will not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of County without the prior written consent of County's Project Director. County will not unreasonably withhold written consent.
- 8.37.2 Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this Paragraph 8.37

(Publicity) will apply.

8.38 Record Retention and Inspection-Audit Settlement

8.38.1 Contractor will maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. Contractor will also maintain accurate and complete employment and other records relating to its performance of this Contract. Contractor agrees that County, or its authorized representatives, will have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, will be kept and maintained by Contractor and will be made available to County during the term of this Contract and for a period of five (5) years thereafter unless County's written permission is given to dispose of any such material prior to such time. All such material will be maintained by Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at County's option, Contractor will pay County for travel, per diem, and other costs incurred by County to examine, audit, excerpt, copy, or transcribe such material at such other location.

8.38.2 In the event that an audit of Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by Contractor or otherwise, then Contractor will file a copy of such audit report with County's Auditor-Controller within thirty (30) days of Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, County will make a reasonable effort to maintain the confidentiality of such audit report(s).

8.38.3 Failure on the part of Contractor to comply with any of the provisions of this subparagraph 8.38 will constitute a material breach of this Contract upon which County may terminate or suspend this Contract.

8.38.3 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of County conduct an audit of the contractor regarding the work performed under this Contract, and if such

audit finds that County's dollar liability for any such work is less than payments made by County to Contractor, then the difference will be either: a) repaid by Contractor to County by cash payment upon demand or b) at the sole option of County's Auditor-Controller, deducted from any amounts due to Contractor from County, whether under this Contract or otherwise. If such audit finds that County's dollar liability for such work is more than the payments made by County to Contractor, then the difference will be paid to Contractor by County by cash payment, provided that in no event will County's maximum obligation for this Contract exceed the funds appropriated by County for the purpose of this Contract.

- 8.38.4 In addition to the above, Contractor agrees, should County or its authorized representatives determine, in County's sole discretion, that it is necessary or appropriate to review a broader scope of Contractor's records (including, certain records related to non-County contracts) to enable County to evaluate Contractor's compliance with County's Living Wage Program, that Contractor will promptly and without delay provide to County, upon the written request of County or its authorized representatives, access to and the right to examine, audit, excerpt, copy, or transcribe any and all transactions, activities, or records relating to any of its employees who have provided services to County under this Contract, including without limitation, records relating to work performed by said employees on Contractor's non-County contracts. Contractor further acknowledges that the foregoing requirement in this paragraph relative to Contractor's employees who have provided services to County under this Contract is for the purpose of enabling County in its discretion to verify Contractor's full compliance with and adherence to California labor laws and County's Living Wage Program. All such materials and information, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, will be kept and maintained by Contractor and will be made available to County during the term of this Contract and for a period of five (5) years thereafter unless County's written permission is given to dispose of any such materials and information prior to such time. All such materials and information will be maintained by Contractor at a location in Los Angeles County, provided that if any such materials and information is located outside Los Angeles County, then, at

County's option, Contractor will pay County for travel, per diem, and other costs incurred by County to examine, audit, excerpt, copy, or transcribe such materials and information at such other location.

8.39 Recycled Bond Paper

- 8.39.1 Consistent with the County's Board of Supervisors' policy to reduce the amount of solid waste deposited at County landfills, Contractor agrees to use recycled-content paper to the maximum extent possible on this Contract.

8.40 Subcontracting

- 8.40.1 The requirements of this Contract may not be subcontracted by Contractor **without the advance approval of County**. Any attempt by Contractor to subcontract without the prior consent of County may be deemed a material breach of this Contract.
- 8.40.2 If Contractor desires to subcontract, Contractor will provide the following information promptly at County's request:
- 8.40.2.1 A description of the work to be performed by the subcontractor;
- 8.40.2.2 A draft copy of the proposed subcontract; and
- 8.40.2.3 Other pertinent information and/or certifications requested by County.
- 8.40.3 Contractor will indemnify, defend, and hold County harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were Contractor employees.
- 8.40.4 Contractor will remain fully responsible for all performances required of it under this Contract, including those that Contractor has determined to subcontract, notwithstanding County's approval of Contractor's proposed subcontract.
- 8.40.5 County's consent to subcontract will not waive County's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Contract. Contractor is responsible to notify its subcontractors of this County right.

- 8.40.6 County's Project Director is authorized to act for and on behalf of County with respect to approval of any subcontract and subcontractor employees. After approval of the subcontract by County, Contractor will forward a fully executed subcontract to County for their files.
- 8.40.7 Contractor will be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding County's consent to subcontract.
- 8.40.8 Contractor will obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by County from each approved subcontractor. Before any subcontractor employee may perform any work hereunder, Contractor will ensure delivery of all such documents to:

County of Los Angeles
Department of Animal Care and Control
Whitney Duong
wduong@animalcare.lacounty.gov

8.41 Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program

- 8.41.1 Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 8.14 (Contractor's Warranty of Adherence to County's Child Support Compliance Program) will constitute default under this Contract. Without limiting the rights and remedies available to County under any other provision of this Contract, failure of Contractor to cure such default within ninety (90) calendar days of written notice will be grounds upon which County may terminate this Contract pursuant to Paragraph 8.43 (Termination for Default) and pursue debarment of Contractor, pursuant to County Code Chapter 2.202.

8.42 Termination for Convenience

- 8.42.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by County, in its sole discretion, to be in its best interest. Termination of work hereunder will be effected by notice of termination to Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination

becomes effective will be no less than ten (10) days after the notice is sent.

8.42.2 After receipt of a notice of termination and except as otherwise directed by County, Contractor will:

8.42.2.1 Stop work under this Contract on the date and to the extent specified in such notice, and

8.42.2.2 Complete performance of such part of the work as will not have been terminated by such notice.

8.42.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of Contractor under this Contract will be maintained by Contractor in accordance with Paragraph 8.38 (Record Retention and Inspection-Audit Settlement).

8.43 Termination for Default

8.43.1 County may, by written notice to Contractor, terminate the whole or any part of this Contract, if, in the judgment of County's Project Director:

8.43.1.1 Contractor has materially breached this Contract; or

8.43.1.2 Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or

8.43.1.3 Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as County may authorize in writing) after receipt of written notice from County specifying such failure.

8.43.2 In the event that County terminates this Contract in whole or in part as provided in Paragraph 8.43.1, County may procure, upon such terms and in such manner as County may deem appropriate, goods and services similar to those so terminated. Contractor will be liable to County for any and all excess costs incurred by County, as determined by County, for such similar goods and services. Contractor will continue the performance of this Contract to the extent not terminated under the provisions of this paragraph.

- 8.43.3 Except with respect to defaults of any subcontractor, Contractor will not be liable for any such excess costs of the type identified in Paragraph 8.43.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both Contractor and subcontractor, and without the fault or negligence of either of them, Contractor will not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this paragraph, the term "subcontractor(s)" means subcontractor(s) at any tier.
- 8.43.4 If, after County has given notice of termination under the provisions of Paragraph 8.43 (Termination for Default) it is determined by County that Contractor was not in default under the provisions of Paragraph 8.43 (Termination for Default) or that the default was excusable under the provisions of subparagraph 8.43.3, the rights and obligations of the Parties will be the same as if the notice of termination had been issued pursuant to Paragraph 8.42 (Termination for Convenience).
- 8.43.5 The rights and remedies of County provided in this Paragraph 8.43 (Termination for Default) will not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.44 Termination for Improper Consideration

- 8.44.1 County may, by written notice to Contractor, immediately terminate the right of Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Contract or securing favorable

treatment with respect to the award, amendment, or extension of this Contract or the making of any determinations with respect to Contractor's performance pursuant to this Contract. In the event of such termination, County will be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

8.44.2 Contractor will immediately report any attempt by a County officer or employee to solicit such improper consideration. The report will be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

8.44.3 Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

8.45 Termination for Insolvency

8.45.1 County may terminate this Contract forthwith in the event of the occurrence of any of the following:

8.45.1.1 Insolvency of Contractor. Contractor will be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not Contractor is insolvent within the meaning of the Federal Bankruptcy Code;

8.45.1.2 The filing of a voluntary or involuntary petition regarding Contractor under the Federal Bankruptcy Code;

8.45.1.3 The appointment of a Receiver or Trustee for Contractor; or

8.45.1.4 The execution by Contractor of a general assignment for the benefit of creditors.

8.45.2 The rights and remedies of County provided in this Paragraph 8.45 (Termination for Insolvency) will not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.46 Termination for Non-Adherence of County Lobbyist Ordinance

- 8.46.1 Contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by Contractor, will fully comply with County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of Contractor or any County Lobbyist or County Lobbying firm retained by Contractor to fully comply with County's Lobbyist Ordinance will constitute a material breach of this Contract, upon which County may in its sole discretion, immediately terminate or suspend this Contract.

8.47 Termination for Non-Appropriation of Funds

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

8.48 Validity

- 8.48.1 If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances will not be affected thereby.

8.49 Waiver

- 8.49.1 No waiver by County of any breach of any provision of this Contract will constitute a waiver of any other breach or of such provision. Failure of County to enforce at any time, or from time to time, any provision of this Contract will not be construed as a waiver thereof. The rights and remedies set forth in this paragraph 8.49 will not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.50 Warranty Against Contingent Fees

- 8.50.1 Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract

upon any Contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by Contractor for the purpose of securing business.

- 8.50.2 For breach of this warranty, County will have the right to terminate this Contract and, at its sole discretion, deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

8.51 Warranty of Compliance with County's Defaulted Property Tax Reduction Program

- 8.51.1 Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this Contract will maintain compliance, with Los Angeles County Code Chapter 2.206.

8.52 Termination for Breach of Warranty to Maintain Compliance with County's Defaulted Property Tax Reduction Program

- 8.52.1 Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 8.51 "Warranty of Compliance with County's Defaulted Property Tax Reduction Program" will constitute default under this Contract. Without limiting the rights and remedies available to County under any other provision of this Contract, failure of Contractor to cure such default within ten (10) days of notice will be grounds upon which County may terminate this Contract and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

8.53 Time Off for Voting

- 8.53.1 Contractor will notify its employees, and will require each subcontractor to notify and provide to its employees, information regarding the time off for voting law (Elections Code Section 14000). Not less than ten (10) days before

and through the end of voting in every statewide election, every contractor and subcontractor will post and keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of Section 14000.

8.54 Compliance with County's Zero Tolerance Policy on Human Trafficking

Contractor acknowledges that County has established a Zero Tolerance Policy on Human Trafficking prohibiting contractors from engaging in human trafficking.

If a Contractor or member of Contractor's staff is convicted of a human trafficking offense, County will require that Contractor or member of Contractor's staff be removed immediately from performing services under the Contract. County will not be under any obligation to disclose confidential information regarding the offenses other than those required by law.

Disqualification of any member of Contractor's staff pursuant to this paragraph will not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

8.55 Intentionally Omitted

8.56 Compliance with Fair Chance Employment Practices

Contractor will comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Employment Discrimination: Conviction History. Contractor's violation of this paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract.

8.57 Compliance with the County Policy of Equity

Contractor acknowledges that County takes its commitment to preserving the dignity and professionalism of the workplace very seriously, as set forth in the County Policy of Equity (CPOE) (<https://ceop.lacounty.gov/>). Contractor further acknowledges that County strives to provide a workplace free from discrimination, harassment, retaliation and inappropriate conduct based on a protected characteristic, and which may violate the CPOE. Contractor, its employees and subcontractors acknowledge and certify receipt and understanding of the CPOE. Failure of Contractor,

its employees or its subcontractors to uphold County's expectations of a workplace free from harassment and discrimination, including inappropriate conduct based on a protected characteristic, may subject Contractor to termination of contractual agreements as well as civil liability.

8.58 Prohibition from Participation in Future Solicitation(s)

A Proposer, or a Contractor or its subsidiary or subcontractor ("Proposer/Contractor"), is prohibited from submitting a bid or proposal in a County solicitation if the Proposer/Contractor has provided advice or consultation for the solicitation. A Proposer/Contractor is also prohibited from submitting a bid or proposal in a County solicitation if the Proposer/Contractor has developed or prepared any of the solicitation materials on behalf of County. A violation of this provision will result in the disqualification of the Contractor/Proposer from participation in the County solicitation or the termination or cancellation of any resultant County contract. This provision will survive the expiration, or other termination of this Agreement.

8.59 COVID-19 Vaccinations of County Contractor Personnel

1. At Contractor's sole cost, Contractor will comply with Chapter 2.212 (COVID-19 Vaccinations of County Contractor Personnel) of County Code Title 2 - Administration, Division 4. All employees of Contractor and persons working on its behalf, including but not limited to, Subcontractors of any tier (collectively, "Contractor Personnel"), must be fully vaccinated against the novel coronavirus 2019 ("COVID-19") prior to (1) interacting in person with County employees, interns, volunteers, and commissioners ("County workforce members"), (2) working on County owned or controlled property while performing services under this Contract, and/or (3) coming into contact with the public while performing services under this Contract (collectively, "In-Person Services").
2. Contractor Personnel are considered "fully vaccinated" against COVID-19 two (2) weeks or more after they have received (1) the second dose in a 2-dose COVID-19 vaccine series (e.g. Pfizer-BioNTech or Moderna), (2) a single-dose COVID-19 vaccine (e.g. Johnson and Johnson

[J&J]/Janssen), or (3) the final dose of any COVID-19 vaccine authorized by the World Health Organization ("WHO").

3. Prior to assigning Contractor Personnel to perform In-Person Services, Contractor will obtain proof that such Contractor Personnel have been fully vaccinated by confirming Contractor Personnel is vaccinated through any of the following documentation: (1) official COVID-19 Vaccination Record Card (issued by the Department of Health and Human Services, CDC or WHO Yellow Card), which includes the name of the person vaccinated, type of vaccine provided, and date of the last dose administered ("Vaccination Record Card"); (2) copy (including a photographic copy) of a Vaccination Record Card; (3) Documentation of vaccination from a licensed medical provider; (4) a digital record that includes a quick response ("QR") code that when scanned by a SMART HealthCard reader displays to the reader client name, date of birth, vaccine dates, and vaccine type, and the QR code confirms the vaccine record as an official record of the State of California; or (5) documentation of vaccination from Contractors who follow the CDPH vaccination records guidelines and standards. Contractor will also provide written notice to County before the start of work under this Contract that its Contractor Personnel are in compliance with the requirements of this section. Contractor will retain such proof of vaccination for the document retention period set forth in this Contract, and must provide such records to the County for audit purposes, when required by County.
4. Contractor will evaluate any medical or sincerely held religious exemption request of its Contractor Personnel, as required by law. If Contractor has determined that Contractor Personnel is exempt pursuant to a medical or sincerely held religious reason, the Contractor must also maintain records of the Contractor Personnel's testing results. The Contractor must provide such records to the County for audit purposes, when required by County. The unvaccinated exempt Contractor Personnel must meet the following requirements prior to (1) interacting in person with County workforce members, (2) working on County owned or controlled property while performing services under this Contract, and/or (3)

coming into contact with the public while performing services under this Contract:

- a. Test for COVID-19 with either a polymerase chain reaction (PCR) or antigen test has an Emergency Use Authorization (EUA) by the FDA or is operating per the Laboratory Developed Test requirements by the U.S. Centers for Medicare and Medicaid Services. Testing must occur at least weekly, or more frequently as required by County or other applicable law, regulation or order.
 - b. Wear a mask that is consistent with CDC recommendations at all times while on County controlled or owned property, and while engaging with members of the public and County workforce members.
 - c. Engage in proper physical distancing, as determined by the applicable County department that the Contract is with.
5. In addition to complying with the requirements of this section, Contractor will also comply with all other applicable local, departmental, State, and federal laws, regulations and requirements for COVID-19. A completed Exhibit G (COVID-19 Vaccination Certification of Compliance) is a required part of any agreement with the County.

9 UNIQUE TERMS AND CONDITIONS

9.1 Compliance with the County's Living Wage Program

9.1.1 Living Wage Program

This Contract is subject to the provisions of County's ordinance entitled Living Wage Program as codified in Sections 2.201.010 through 2.201.100 of the Los Angeles County Code, a copy of which is attached as Exhibit J (Living Wage Program Ordinance) and incorporated by reference into and made a part of this Contract.

9.1.2 Payment of Living Wage Rates

- 9.1.2.1 Unless Contractor has demonstrated to County's satisfaction either that Contractor is not an "Employer" as defined under the Program (Section 2.201.020 of the County Code) or that Contractor qualifies for an exception to the Living Wage Program (Section 2.201.090 of the County Code), Contractor will pay its employees no less than the applicable hourly living wage rate, as set forth in Exhibit K (Living Wage Rate Annual Adjustment), for the employees' services provided to County, including, without limitation, "Travel Time" as defined below Paragraph 9.1.2.5 under the Contract.
- 9.1.2.2 For purposes of this paragraph, "contractor" or "Contractor" includes any subcontractor engaged by the contractor to perform services for the County under the Contract. If the contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor will be subject to the provisions of this paragraph. The provisions of this paragraph will be inserted into any such subcontract and a copy of the Living Wage Program will be attached to the subcontract. "Employee" means any individual, who is an employee of the contractor under the laws of California, and who is providing full-time or part-time services to the contractor, which are provided to the County under the Contract. "Full-time" means a minimum of forty (40) hours worked per week, or a lesser number of hours, if the lesser number is a recognized industry standard and is approved as such by the County; however, fewer than thirty-five (35) hours worked per week will not, in any event, be considered full-time.
- 9.1.2.3 If Contractor is required to pay a living wage when this Contract commences, Contractor will continue to pay a living wage for the entire term of the Contract, including any option period.
- 9.1.2.4 If Contractor is not required to pay a living wage when this Contract commences, Contractor will have a continuing obligation to review the applicability of its "exemption status" from the living wage requirement. Contractor will

immediately notify County if Contractor at any time either comes within the Living Wage Program's definition of "Employer" or if Contractor no longer qualifies for the exception to the Living Wage Program. In either event, Contractor will immediately be required to commence paying the living wage and will be obligated to pay the living wage for the remaining term of the Contract, including any option period. County may also require, at any time during this Contract and at its sole discretion, that Contractor demonstrate to County's satisfaction that Contractor either continues to remain outside of the Living Wage Program's definition of "Employer" and/or that Contractor continues to qualify for the exception to the Living Wage Program. Unless Contractor satisfies this requirement within the time frame permitted by County, Contractor will immediately be required to pay the living wage for the remaining term of this Contract, including any option period.

- 9.1.2.5 For purposes of Contractor's obligation to pay its employees the applicable hourly living wage rate under this Contract, "Travel Time" will have the following two meanings, as applicable: 1) With respect to travel by an employee that is undertaken in connection with this Contract, Travel Time will mean any period during which an employee physically travels to or from a County facility if Contractor pays the employee any amount for that time or if California law requires Contractor to pay the employee any amount for that time; and 2) With respect to travel by an employee between County facilities that are subject to two different contracts between Contractor and County (of which both contracts are subject to the Living Wage Program), Travel Time will mean any period during which an employee physically travels to or from, or between such County facilities if Contractor pays the employee any amount for that time or if California law requires Contractor to pay the employee any amount for that time.

9.1.3 Contractor's Submittal of Certified Monitoring Reports

Contractor will submit to County certified monitoring reports at a frequency instructed by County. The certified monitoring reports will list all of Contractor's employees during the reporting period. The certified monitoring reports will also verify the number of hours worked and the hourly wage rate paid, for each of its employees. All certified monitoring reports will be submitted on forms provided in Exhibit L (Payroll Statement of Compliance), or other form approved by County which contains the above information. County reserves the right to request any additional information it may deem necessary. If County requests additional information, Contractor will promptly provide such information. Contractor, through one of its officers, will certify under penalty of perjury that the information contained in each certified monitoring report is true and accurate.

9.1.4 Contractor's Ongoing Obligation to Report Labor Law-Payroll Violations and Claims

During the term of the Contract, if Contractor becomes aware of any labor law-payroll violation or any complaint, investigation or proceeding ("claim") concerning any alleged labor law-payroll violation (including but not limited to any violation or claim pertaining to wages, hours and working conditions such as minimum wage, prevailing wage, living wage, the Fair Labor Standards Act, employment of minors, or unlawful employment discrimination), Contractor will immediately inform County of any pertinent facts known by Contractor regarding same. This disclosure obligation is not limited to any labor law-payroll violation or claim arising out of Contractor's contract with County, but instead applies to any labor law-payroll violation or claim arising out of any of Contractor's operations in California.

9.1.5 County Auditing of Contractor Records

Upon a minimum of twenty-four (24) hours' written notice, County may audit, at Contractor's place of business, any of Contractor's records pertaining to this Contract, including all documents and information relating to the certified monitoring reports. Contractor is required to maintain all such records in California until the expiration of four (4) years from the date of final payment under the Contract. Authorized agents of County will have access to all such records during normal business hours for the entire period that records are to be maintained.

9.1.6 **Notifications to Employees**

Contractor will place County-provided living wage posters at each of Contractor's places of business and locations where Contractor's employees are working. Contractor will also distribute County-provided notices to each of its employees at least once per year. Contractor will translate posters and handouts into Spanish and any other language spoken by a significant number of Contractor's employees.

9.1.7 **Enforcement and Remedies**

If Contractor fails to comply with the requirements of this paragraph, County will have the rights and remedies described in this paragraph in addition to any rights and remedies provided by law or equity.

1. Remedies for Submission of Late or Incomplete Certified Monitoring Reports. If Contractor submits a certified monitoring report to County after the date it is due or if the report submitted does not contain all of the required information or is inaccurate or is not properly certified, any such deficiency will constitute a breach of this Contract. In the event of any such breach, County may, in its sole discretion, exercise any or all of the following rights/remedies:
 - a. Withholding of Payment. If Contractor fails to submit accurate, complete, timely and properly certified monitoring reports, County may withhold from payment to Contractor up to the full amount of any invoice that would otherwise be due, until Contractor has satisfied the concerns of County, which may include required submittal of revised certified monitoring reports or additional supporting documentation.
 - b. Liquidated Damages. It is mutually understood and agreed that Contractor's failure to submit an accurate, complete, timely and properly certified monitoring report will result in damages being sustained by County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty

or forfeiture for the contractor's breach. Therefore, in the event that a certified monitoring report is deficient, including but not limited to being late, inaccurate, incomplete or uncertified, it is agreed that County may, in its sole discretion, assess against Contractor liquidated damages in the amount of one hundred dollars (\$100) per monitoring report for each day until County has been provided with a properly prepared, complete and certified monitoring report. County may deduct any assessed liquidated damages from any payments otherwise due the contractor.

- c. Termination. Contractor's continued failure to submit accurate, complete, timely and properly certified monitoring reports may constitute a material breach of this Contract. In the event of such material breach, County may, in its sole discretion, terminate this Contract.

2. Remedies for Payment of Less Than the Required Living Wage. If Contractor fails to pay any employee at least the applicable hourly living wage rate, such deficiency will constitute a breach of this Contract. In the event of any such breach, County may, in its sole discretion, exercise any or all of the following rights/remedies:

- a. Withholding Payment. If Contractor fails to pay one or more of its employees at least the applicable hourly living wage rate, County may withhold from any payment otherwise due Contractor the aggregate difference between the living wage amounts Contractor was required to pay its employees for a given pay period and the amount actually paid to the employees for that pay period. County may withhold said amount until Contractor has satisfied County that any underpayment has been cured, which may include required submittal of revised certified monitoring reports or additional supporting documentation.
- b. Liquidated Damages. It is mutually understood and agreed that Contractor's failure to pay any of its employees at least the applicable hourly living wage rate will result in damages being sustained by County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated

damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for Contractor's breach. Therefore, it is agreed that County may, in its sole discretion, assess against Contractor liquidated damages of fifty dollars (\$50) per employee per day for each and every instance of an underpayment to an employee. County may deduct any assessed liquidated damages from any payments otherwise due Contractor.

- c. Termination. Contractor's continued failure to pay any of its employees the applicable hourly living wage rate may constitute a material breach of this Contract. In the event of such material breach, County may, in its sole discretion, terminate this Contract.
3. Debarment. In the event Contractor breaches a requirement of this paragraph, County may, in its sole discretion, bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach, in accordance with Los Angeles County Code, Chapter 2.202, Determinations of contractor Non-Responsibility and contractor Debarment.

9.1.8 Use of Full-Time Employees

Contractor will assign and use full-time employees of Contractor to provide services under this Contract unless Contractor can demonstrate to the satisfaction of County that it is necessary to use non-full-time employees based on staffing efficiency or County requirements for the work to be performed under this Contract. It is understood and agreed that Contractor will not, under any circumstance, use non-full-time employees for services provided under this Contract unless and until County has provided written authorization for the use of same. Contractor submitted with its proposal a full-time employee staffing plan. If Contractor changes its full-time employee staffing plan, Contractor will immediately provide a copy of the new staffing plan to County.

9.1.9 Contractor Retaliation Prohibited

Contractor and/or its employees will not take any adverse action which would result in the loss of any benefit of

employment, any contract benefit, or any statutory benefit for any employee, person or entity who has reported a violation of the Living Wage Program to County or to any other public or private agency, entity or person. A violation of the provisions of this subparagraph may constitute a material breach of this Contract. In the event of such material breach, County may, in its sole discretion, terminate this Contract.

9.1.10 Contractor Standards

During the term of this Contract, Contractor will maintain business stability, integrity in employee relations and the financial ability to pay a living wage to its employees. If requested to do so by County, Contractor will demonstrate to the satisfaction of County that Contractor is complying with this requirement.

9.1.11 Intentionally Omitted

9.1.12 Neutrality in Labor Relations

Contractor will not use any consideration received under this Contract to hinder, or to further, organization of, or collective bargaining activities by or on behalf of Contractor's employees, except that this restriction will not apply to any expenditure made in the course of good faith collective bargaining, or to any expenditure pursuant to obligations incurred under a bona fide collective bargaining Contract, or which would otherwise be permitted under the provisions of the National Labor Relations Act.

9.2 Intentionally Omitted

9.3 Ownership of Materials, Software and Copyright

9.3.1 County will be the sole owner of all right, title and interest, including copyright, in and to all software, plans, diagrams, facilities, and tools (hereafter "materials") which are originated or created through Contractor's work pursuant to this Contract. Contractor, for valuable consideration herein provided, will execute all documents necessary to assign and transfer to, and vest in County all of Contractor's right, title and interest in and to such original materials, including any copyright, patent and trade secret rights which arise pursuant to Contractor's work under this Contract.

- 9.3.2 During the term of this Contract and for five (5) years thereafter, Contractor will maintain and provide security for all of Contractor's working papers prepared under this Contract. County will have the right to inspect, copy and use at any time during and subsequent to the term of this Contract, any and all such working papers and all information contained therein.
- 9.3.3 Any and all materials, software and tools which are developed or were originally acquired by Contractor outside the scope of this Contract, which Contractor desires to use hereunder, and which Contractor considers to be proprietary or confidential, must be specifically identified by Contractor to County's Project Manager as proprietary or confidential, and will be plainly and prominently marked by Contractor as "Proprietary" or "Confidential" on each appropriate page of any document containing such material.
- 9.3.4 County will use reasonable means to ensure that Contractor's proprietary and/or confidential items are safeguarded and held in confidence. County agrees not to reproduce, distribute or disclose to non-County entities any such proprietary and/or confidential items without the prior written consent of Contractor.
- 9.3.5 Notwithstanding any other provision of this Contract, County will not be obligated to Contractor in any way under subparagraph 9.3.4 for any of Contractor's proprietary and/or confidential items which are not plainly and prominently marked with restrictive legends as required by subparagraph 9.3.3 or for any disclosure which County is required to make under any state or federal law or order of court.
- 9.3.6 All the rights and obligations of this Paragraph 9.3 will survive the expiration or termination of this Contract.

9.4 Patent, Copyright and Trade Secret Indemnification

- 9.4.1 Contractor will indemnify, hold harmless and defend County from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, for or by reason of any actual or alleged infringement of any third party's patent or copyright, or any actual or alleged unauthorized trade secret disclosure, arising from or related to the operation and utilization of Contractor's work under this Contract. County will inform Contractor as soon as practicable of any claim or action

alleging such infringement or unauthorized disclosure, and will support Contractor's defense and settlement thereof.

9.4.2 In the event any equipment, part thereof, or software product becomes the subject of any complaint, claim, or proceeding alleging infringement or unauthorized disclosure, such that County's continued use of such item is formally restrained, enjoined, or subjected to a risk of damages, Contractor, at its sole expense, and providing that County's continued use of the system is not materially impeded, will either:

- Procure for County all rights to continued use of the questioned equipment, part, or software product; or
- Replace the questioned equipment, part, or software product with a non-questioned item; or
- Modify the questioned equipment, part, or software so that it is free of claims.

9.4.3 Contractor will have no liability if the alleged infringement or unauthorized disclosure is based upon a use of the questioned product, either alone or in combination with other items not supplied by Contractor, in a manner for which the questioned product was not designed nor intended.

9.5 Contractor's Charitable Activities Compliance

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete the Charitable Contributions Certification, Exhibit O, County seeks to ensure that all County contractors which receive or raise charitable contributions comply with California law in order to protect County and its taxpayers. A contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings or both. (County Code Chapter 2.202)

9.6 Intentionally Omitted

9.7 Local Small Business Enterprise (LSBE) Preference Program

9.7.1 This Contract is subject to the provisions of County's ordinance entitled LSBE Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.

- 9.7.2 Contractor will not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a LSBE.
- 9.7.3 Contractor will not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a LSBE.
- 9.7.4 If Contractor has obtained certification as a LSBE by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, will:
1. Pay to County any difference between the contract amount and what County's costs would have been if the contract had been properly awarded;
 2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than ten (10) percent of the amount of the contract; and
 3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties will also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the State and the Department of Consumer and Business Affairs of this information prior to responding to a solicitation or accepting a contract award.

9.8 Intentionally Omitted

9.9 Disabled Veteran Business Enterprise (DVBE) Preference Program

- 9.9.1 This Contract is subject to the provisions of County's ordinance entitled DVBE Preference Program, as codified in Chapter 2.211 of the Los Angeles County Code.

- 9.9.2 Contractor will not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a DVBE.
- 9.9.3 Contractor will not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a DVBE.
- 9.9.4 If Contractor has obtained certification as a DVBE by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, Contractor will:
1. Pay to County any difference between the contract amount and what County's costs would have been if the contract had been properly awarded;
 2. In addition to the amount described in subdivision (1) above, Contractor will be assessed a penalty in an amount of not more than 10 percent of the amount of the contract; and
 3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

Notwithstanding any other remedies in this Contract, the above penalties will also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the State and the Department of Consumer and Business Affairs of this information prior to responding to a solicitation or accepting a contract award.

IN WITNESS WHEREOF, Contractor has executed this Contract, or caused it to be duly executed and the County of Los Angeles, by order of its Board of Supervisors has caused this Contract to be executed on its behalf by the Chair of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, the day and year first above written.

CONTRACTOR: (_____)
Name

By _____
Name

Title

COUNTY OF LOS ANGELES

By _____
Chair, Board of Supervisors

ATTEST:

Celia Zavala, Executive Officer
of the Board of Supervisors

By _____

APPROVED AS TO FORM:

DAWYN R HARRISON
Acting County Counsel

By _____
Principal Deputy County Counsel

STANDARD EXHIBITS

- A STATEMENT OF WORK
- B PRICING SCHEDULE
- C INTENTIONALLY OMITTED
- D CONTRACTOR'S EEO CERTIFICATION
- E COUNTY'S ADMINISTRATION
- F CONTRACTOR'S ADMINISTRATION
- G FORM(S) REQUIRED AT THE TIME OF CONTRACT EXECUTION (COVID-19 Vaccination Certification of Compliance and Confidentiality Forms)
- H JURY SERVICE ORDINANCE
- I SAFELY SURRENDERED BABY LAW

UNIQUE EXHIBITS

PROP A - LIVING WAGE PROGRAM EXHIBITS

- J LIVING WAGE ORDINANCE
- K LIVING WAGE RATE ANNUAL ADJUSTMENTS
- L PAYROLL STATEMENT OF COMPLIANCE

EXHIBITS M-N HAVE BEEN INTENTIONALLY OMITTED

SB 1262 – NONPROFIT INTEGRITY ACT OF 2004

- O CHARITABLE CONTRIBUTIONS CERTIFICATION

STATEMENT OF WORK

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STATEMENT OF WORK (SOW)

1.0 SCOPE OF WORK

1.1 Background

Contractor will provide all services necessary to perform the requirements specified in this Statement of Work (SOW).

1.2 Scope of Services

Contractor will and perform all the duties conferred and imposed upon the Director by Los Angeles County Code Title 10 and applicable state laws and provide animal control services expressly to the entire unincorporated community known as Altadena and the unincorporated portions of La Crescenta-Montrose (including unincorporated portions of zip codes 91001, 91214, 91104, 91020, and 91011), and the unincorporated portions of East Pasadena/San Pasqual within zip code 91107 with the exception of those activities outlined in Section 6.9, Animal Control Activities Not Assigned to Contractor.

Contractor will provide all staffing, equipment, and supplies needed in providing these services, and will adhere to all applicable federal, State and local, laws, statutes, and ordinances regarding the humane care and treatment of domestic animals. Contractor will enforce all provisions of the Los Angeles County Code Title 10. Animal care and control services will include: field services, sheltering, medical services, reporting, and services to the community, including the following tasks:

A. Field Services

Activities involve trained field officers performing a variety of tasks utilizing appropriate equipment. Contractor will:

- Receive calls for service 24 hours per day, seven days per week;
- Respond to Priority 1 calls within one hour, 24-hours a day, 7 days a week. Priority 1 calls include the following:
 - Vicious/dangerous animals that pose a public safety threat
 - Injured animals
 - Bite/attack in progress
 - Requests for law enforcement support
- Respond to routine calls for service within 4 hours during regular business hours;
- Attempt to return lost owned animals with discernible form of owner identification to owner, or if owner cannot be located, impound;
- Capture and impound stray domestic animals, excluding healthy, free-roaming cats;
- Healthy cats may be accepted for the purpose of spay/neuter.
- Impound animals surrendered by their owners after all other alternatives have been exhausted;
- Dispatch an officer to assist with an owned pet surrender when there are exigent circumstances and/or after determining there are no reasonable

means for a pet owner to bring their animal to shelter (a reasonable fee may be charged to the pet owner);

- Removal and disposal of all dead animals, regardless of weight, from public and private property;
- Enforce all animal-related ordinances (Los Angeles County Code, Title 10) and State laws including, but not limited to, the enforcement of animal cruelty and regulatory laws, and the keeping of wild or exotic animals.
- Investigate cases and complaints, taking enforcement action as appropriate, including issuing criminal or administrative (civil) citations as authorized by law. Provide DACC with a copy of all evidence and reports, upon request.
- Refer cases, including but not limited to animal cruelty, to the Office of the District Attorney as appropriate;
- Rescue ill, injured or abused animals;
- Enforce animal nuisance complaints such as barking dogs and leash law violations;
- Coordinate with County for emergency response to fires, floods, earthquakes or other natural or manmade disasters;
- Assist local law enforcement with their cases when animals are involved, such as the service of search warrants and impounding animals belonging to persons taken into custody; and
- Provide 24-hour, 7 day a week phone response and dispatch officers to respond to calls for service in accordance with response requirement; and
- Share information with the public to assist community members with resources and tools to improve or maintain the health and welfare of animals in the community.

B. Shelter Services

Represents services dedicated to meeting the needs of animals collected in the field within the boundaries of the contracted zip codes and animals relinquished or turned in to the contracted shelter from those specified areas. Contractor will:

- Provide a comfortable and safe environment for all animals in the shelter;
- Provide accessibility to the public to obtain services and/or reclaim pets;
- Provide food, water, and shelter for impounded animals daily, 7 days per week;
- Provide species-appropriate sheltering and enrichment to ensure sheltered pets are able to rest comfortably and are free to express normal behavior;
- Provide behavior assessment and attempt to remediate problem behaviors;
- Work with the public to help reunite animals with their owners without impoundment;
- Hold impounded stray animals and attempt to reunite them with their owners;
- Attempt to reunite lost pets with their owners;
- Make best efforts to place every healthy and behaviorally safe animal;
- Provide spay and neuter as resources allow for healthy cats;

- Quarantine and observe animals for rabies and other diseases at the direction of the Department of Public Health;
- Provide emergency response to pets displaced by wildfires or other disasters, in coordination with County;
- Hold animals that are the subject of criminal investigations or other legal or administrative proceedings;
- Properly dispose of deceased animals;
- Maintain a website with photos of impounded and surrendered animals to facilitate reuniting the animals with their owners or finding new adoptive homes;
- Maintain regular hours of operation for the public seeking an appointment to find a lost pet, impound a found pet, or surrender an owned pet;
- Ensure that all animals leaving the facility are spayed or neutered, microchipped, and licensed in accordance with provisions of Title 10 of the Los Angeles County Code and State law. If the animal(s) is(are) not licensed, refer the pet owner back to the DACC Licensing Division and/or DACC website for license payment options;
- Work with wildlife rehabilitators to rescue sick and injured wildlife;

C. Medical Services

Represents services dedicated to providing medical services to the shelter animals. Contractor will:

- Provide access to licensed veterinary medical care, 24 hours per day, 7 days per week for impounded animals;
- Provide health screening examinations and if deemed necessary by a shelter veterinarian, treatment to all animals entering the shelter;
- Provide core vaccinations to cats and dogs and provide medical care to sheltered animals to ensure freedom from pain, injury or disease and in accordance with standards of care set by the California Veterinary Medicine Practice Act and the Association of Shelter Veterinarians;
- Perform spay and neuter services for all impounded dogs, cats, and rabbits unless a veterinarian certifies that the animal is too sick or injured, or that it would otherwise be detrimental to the health of the animal, to be spayed or neutered;
- Perform as needed surgical treatments to make animals more adoptable;
- Perform humane euthanasia of sick, injured, and dangerous animals; and
- Provide quarantine and observation of animals for rabies and other zoonotic diseases.

D. Community Outreach & Other Services

County has adopted Managed Intake (MI), an approach focused on creating the best outcome for animals. MI is a strategy that allows agencies to manage and reduce the flow of both owned pets and homeless animals into their care, which is accomplished by partnering with the community and providing resources and solutions. Contractor will:

- Provide community education and diversion programs;
- Provide low-cost public spay/neuter, vaccination clinics, and microchipping services;

- Based on availability of resources, provide resources to pet owners in distress, such as a pet food pantry and temporary boarding;
- Offer resources for wildlife rehabilitation to injured and orphaned wildlife when there is a high probability that the animal can successfully be returned for survival in the wild after rehabilitation;
- Partner with the community to provide alternatives to care center admissions for underage kittens including provision of supplies, medical care and/or diversion to foster caretakers;
- Partner with the community to reunite lost pets with their owners by providing resources to foster the pet until the owner can be located; and
- Contractor will implement and manage a program for healthy cats. The Contractor will provide services such as wellness care, spay/neuter, and community education (either in-house or by referrals);
- To assist DACC to comply with the California Public Records Act, Contractor will provide DACC with all records requested by DACC within 5 calendar days of the request.

2.0 ADDITION AND/OR DELETION OF FACILITIES, SPECIFIC TASKS AND/OR WORK HOURS

- 2.1 All changes must be made in accordance with sub-paragraph 8.1 Amendments of the Contract.

3.0 QUALITY CONTROL

Contractor will establish and utilize a comprehensive Quality Control Plan to assure County a consistently high level of service throughout the term of the Contract. The Plan will be submitted to the County Contract Project Monitor for review. The plan will include, but may not be limited to the following:

- 3.1 Method of monitoring to ensure that Contract requirements are being met;
- 3.2 A record of all inspections conducted by Contractor, any corrective action taken, the time a problem was first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action, will be provided to County upon request.

4.0 QUALITY ASSURANCE PLAN

County will evaluate Contractor's performance under this Contract using the quality assurance procedures as defined in this Contract, Paragraph 8, Standard Terms and Conditions, Paragraph 8.15, County's Quality Assurance Plan.

4.1 Monthly Meetings

Contractor is required to attend a scheduled monthly meeting. Failure to attend will result in an assessment of one hundred dollars (\$100). Failure to attend three or more meetings without good cause will constitute a substantial breach of this Contract.

4.2 Contract Discrepancy Report (Contract Exhibit Q)

Verbal notification of a Contract discrepancy will be made to the Contract Project Monitor as soon as possible whenever a Contract discrepancy is identified. The problem will be resolved within a time period mutually agreed upon by the County and Contractor.

The County Contract Project Monitor will determine whether a formal Contract Discrepancy Report will be issued. Upon receipt of this document, Contractor is required to respond in writing to the County Contract Project Monitor within ten (10) workdays, acknowledging the reported discrepancies or presenting contrary evidence. A plan for correction of all deficiencies identified in the Contract Discrepancy Report will be submitted to the County Contract Project Monitor within ten (10) workdays. For purposes of this section, workdays are defined as Monday through Friday, excluding County-recognized holidays.

4.3 County Observations

In addition to departmental contracting staff, other County personnel may observe performance, activities, and review documents relevant to this Contract at any time during normal business hours. However, these personnel may not unreasonably interfere with Contractor's performance.

5.0 INTENTIONALLY OMITTED

6.0 RESPONSIBILITIES

County's and Contractor's responsibilities are as follows:

COUNTY

6.1 Personnel

County will administer the Contract according to the Contract, Paragraph 6.0, Administration of Contract - County. Specific duties will include:

- 6.1.1 Monitoring Contractor's performance in the daily operation of this Contract.
- 6.1.2 Providing direction to Contractor in areas relating to policy, information and procedural requirements.
- 6.1.3 Preparing Amendments in accordance with the Contract, Paragraph 8. Standard Terms and Conditions, Sub-paragraph 8.1 Amendments.

6.2 Intentionally Omitted

CONTRACTOR

6.3 Project Manager

- 6.3.1 Contractor will provide a full-time Project Manager or designated alternate. County must have access to the Project Manager during designated hours, 365 days per year. Contractor will provide a telephone number where the Project Manager may be reached on an eight (8) hour per day basis.
- 6.3.2 Project Manager will act as a central point of contact with County.
- 6.3.3 Project Manager will have five (5) years of experience.
- 6.3.4 Project Manager/alternate will have full authority to act for Contractor on all matters relating to the daily operation of the Contract. Project Manager/alternate will be able to effectively communicate, in English, both orally and in writing.

6.4 Personnel

- 6.4.1 Contractor will assign a sufficient number of employees to perform the required work. At least one (1) employee on site will be authorized to act for Contractor in every detail and must be able to write, speak and understand English.
- 6.4.2 Contractor will be required to background check its employees as set forth in sub-paragraph 7.5 – Background and Security Investigations, of the Contract.

6.5 Uniforms/Identification Badges

- 6.5.1 Contractor's employees assigned to County facilities will wear an appropriate uniform at all times. Uniform is to consist of a shirt with Contractor's name on it. Uniform pants will be of a style and color designated by Contractor..
- 6.5.2 Contractor will ensure their employees are appropriately identified as set forth in sub-paragraph 7.4 – Contractor's Staff Identification, of the Contract.

6.6 Materials and Equipment

The purchase of all materials/equipment to provide the needed services is the responsibility of Contractor. Contractor will use materials and equipment that are safe for the environment and safe for use by the employee.

6.7 Training

- 6.7.1 Contractor will provide training programs for all new employees and continuing in-service training for all employees.
- 6.7.2 All employees will be trained in their assigned tasks and in the safe handling of equipment. All equipment will be checked regularly for safety. All employees must wear safety and protective gear according to Cal-OSHA standards.

6.8 Contractor's Office

Contractor will maintain an office with a telephone in Contractor's name where Contractor conducts administrative business. The office will be staffed during the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, by at least one employee who can respond to inquiries and complaints which may be received about Contractor's performance of the Contract. When the office is closed, an answering service will be provided to receive calls. Contractor will answer calls received by the answering service within four (4) hours of receipt of the call.

6.9 Animal Control Activities Not Assigned to Contractor

The following duties will remain the responsibility of the Department of Animal Care and Control in Altadena and unincorporated La Crescenta-Montrose, East Pasadena, and San Pasqual:

- Emergency Response (this will be a responsibility shared equally between Contractor and County, and coordinated by County)
- Licensing Services
- Business Licensing
- Sheltering of large animals, weighing 250 pounds and over
- Conducting administrative hearings pertaining to dangerous and/or vicious dog determinations under Title 10 of the Los Angeles County Code.
- Respond to calls regarding healthy non-predatory wildlife.

6.91 Reporting

Contractor will produce monthly reports in accordance with the Asilomar Accords.

Contractor will provide monthly reports to the County's Project Manager by the 15th of each month following the period being reported including:

- Animal field services response times by call priority;
- All impounds by animal type and source (OTI, stray, etc.);
- Outcome report (include RTO information); and
- Days animals are held by animal type
- A list of all dogs and cats subject to licensing that left a Pasadena Humane facility unlicensed

7.0 HOURS/DAY OF WORK

The Contractor will be required to provide animal care and control services seven days a week, 24-hours a day, respond to emergency calls 24-hours a day, respond to routine calls for service during regular business hours, provide 24-hour phone response and establish regular business hours for owner

reclamation, owner relinquishment and adoption in accordance with federal, State, and local laws and ordinances.

8.0 WORK SCHEDULES

- 8.1 Contractor will submit for review and approval a work schedule for each facility to the County Project Director within thirty (30) days prior to starting work. Said work schedules will be set on an annual calendar identifying all the required on-going maintenance tasks and task frequencies. The schedules will list the time frames by day of the week, morning, and afternoon the tasks will be performed.
- 8.2 Contractor will submit revised schedules when actual performance differs substantially from planned performance. Said revisions will be submitted to the County Project Manager for review and approval within ten (10) working days prior to scheduled time for work.

9.0 UNSCHEDULED WORK

- 9.1 The County Project Manager or his designee may authorize Contractor to perform unscheduled work, including, but not limited to, repairs and replacements when the need for such work arises out of extraordinary incidents such as vandalism, acts of God, and third-party negligence; or to add to, modify or refurbish existing facilities.
- 9.2 Prior to performing any unscheduled work, Contractor will prepare and submit a written description of the work with an estimate of labor and materials. If the unscheduled work exceeds Contractor's estimate, the County Project Director or his designee must approve the excess cost. In any case, no unscheduled work will commence without written authorization.
- 9.3 When a condition exists wherein there is imminent danger of injury to the public or damage to property, Contractor will contact County's Project Director for approval before beginning the work. A written estimate will be sent within twenty-four (24) hours for approval. Contractor will submit an invoice to County's Project Director within five (5) working days after completion of the work.
- 9.4 All unscheduled work will commence on the established specified date. Contractor will proceed diligently to complete said work within the time allotted.
- 9.5 County reserves the right to perform unscheduled work itself or assign the work to another Contractor.

10.0 SPECIFIC WORK REQUIREMENTS

For service contracts, it may be necessary to list by Facility:

- Specific tasks, and how and when they are to be performed.
- Desired results

11.0 GREEN INITIATIVES

- 11.1 Contractor will use reasonable efforts to initiate “green” practices for environmental and energy conservation benefits.
- 11.2 Contractor will notify County’s Project Manager of Contractor’s new green initiatives prior to commencement of the Contract.

12.0 PERFORMANCE REQUIREMENTS SUMMARY

A Performance Requirements Summary (PRS) chart listing required services that will be monitored by County during the term of this Contract is an important monitoring tool for County. The chart should:

- reference section of the contract
- list required services
- indicate method of monitoring
- indicate the deductions/fees to be assessed for each service that is not satisfactory

All listings of services used in the Performance Requirements Summary (PRS) are intended to be completely consistent with the Contract and the SOW, and are not meant in any case to create, extend, revise, or expand any obligation of Contractor beyond that defined in the Contract and the SOW. In any case of apparent inconsistency between services as stated in the Contract and the SOW and the PRS, the meaning apparent in the Contract and the SOW will prevail. If any service seems to be created in the PRS which is not clearly and forthrightly set forth in the Contract and the SOW, that apparent service will be null and void and place no requirement on Contractor.

PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

Service Performance Reference	Required Services/Tasks	Monitoring Method	Deduction/Consequence
Response to Calls for Service			
Statement of Work Section 1.2 A. Field Services	Respond to emergency calls and arrive on scene within one hour, 24 hours a day at least 90% of the time. (Calculated monthly.)	Inspection of call logs	\$500 per occurrence.
Statement of Work Section 1.2 A. Field Services	Respond to routine calls for service within 4 hours, during regular business hours at least 90% of the time. (Calculated monthly.)	Inspection of call logs	\$500 per call.
Service Hours			
Statement of Work Section 1.2 A. Field Services	Provide 24 hour phone response.	Inspection of call logs	\$50 per day, unless excused due to a bona fide emergency.
Statement of Work Section 1.2 B. Shelter Services	Establish, maintain, and advertise regular business hours for owner reclamation, owner relinquishment and adoption in accordance with California Animal Law.	Inspection of website	\$100 day, unless excused due to a bona fide emergency.
Animal Care			
Statement of Work Section 1.2 B. Shelter Services	Maintain clean and appropriate housing and care for animals	Inspection of facility(ies)	\$100, per failed inspection.
Statement of Work Section 1.2 B. Shelter Services and C. Medical Services	Provide daily feeding and care, including access to veterinary care as needed 24 hours per day.	Inspection of facility(ies) and/or records	\$100, per failed inspection.
Statement of Work Section 1.2 C. Medical Services	Provide prompt veterinary care as needed, including having a veterinarian on site during business hours.	Inspection of facility(ies) and/or records	\$50 per day.
Reporting			
Statement of Work Section 6.9	Provide monthly reporting data as specified by contract.	Reception of monthly reports	\$100 per 15 days of delay.

PRICING SCHEDULE

(Effective from 8/1/22 through 6/30/27)

The County will pay the Contractor a negotiated per capita fee for animal care and control services based on areas of service as described below.

Unincorporated Area	Zip Codes	Population*
Altadena	91001	44,413
La Crescenta-Montrose	91214, 91020, and 91011	19,726
East Pasadena	91104, 91107	7,679
San Pasqual	91107	2,027
	Total Population	73,845
	Per Capita	<u>\$8.58</u>
	Total Price**	<u>First Year: \$580, 646</u> <u>Yearly, thereafter: \$633,432</u>

*The data was acquired from the CEO Office where they obtained data compiled by ISD Urban research in 2019. Populations will be updated as new ISD Urban research is released to the CEO.

**Pricing will be adjusted annually beginning on July 1, 2023 based on the annual Consumer Price Index (CPI) rate.

Intentionally Omitted

CONTRACTOR'S EEO CERTIFICATIONThe Pasadena Humane Society

Contractor Name

361 South Raymond Ave. Pasadena Ca 91105

Address

95-1643344

Internal Revenue Service Employer Identification Number

GENERAL CERTIFICATION

In accordance with Section 4.32.010 of the Code of the County of Los Angeles, the contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CONTRACTOR'S SPECIFIC CERTIFICATIONS

- | | | | |
|----|---|------------------------------|-----------------------------|
| 1. | The Contractor has a written policy statement prohibiting discrimination in all phases of employment. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 2. | The Contractor periodically conducts a self analysis or utilization analysis of its work force. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 3. | The Contractor has a system for determining if its employment practices are discriminatory against protected groups. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 4. | Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |

Authorized Official's Printed Name and Title

Authorized Official's Signature

Date

COUNTY'S ADMINISTRATIONCONTRACT NO. 2022-01**COUNTY PROJECT DIRECTOR:**Name: Juan "Danny" UbarioTitle: Chief Deputy DirectorAddress: 5898 Cherry Avenue, Long Beach, Ca 90805Telephone: (562) 401-2882 Facsimile: (562) 422-3408E-Mail Address: jubario@animalcare.lacounty.gov**COUNTY PROJECT MANAGER:**Name: Frank CorvinoTitle: Deputy Director, South County OperationsAddress: 5898 Cherry Avenue, Long Beach, Ca 90805Telephone: (562) 728-4572 Facsimile: (562) 422-3408E-Mail Address: FCorvino@animalcare.lacounty.gov**COUNTY CONTRACT PROJECT MONITOR:**Name: Whitney DuongTitle: Administrative Services Manager IIAddress: 5898 Cherry Avenue, Long Beach, Ca 90805Telephone: (562) 379-9719 Facsimile: (562) 422-3408E-Mail Address: WDuong@animalcare.lacounty.gov

CONTRACTOR'S ADMINISTRATION**CONTRACTOR'S NAME:** Pasadena Humane**CONTRACT NO:** 2022-01**CONTRACTOR'S PROJECT MANAGER:** _____

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

Notices to Contractor will be sent to the following:

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

FORMS REQUIRED AT THE TIME OF CONTRACT EXECUTION

Applicability of the forms below is based on the type of contract.

COVID-19 COMPLIANCE

COVID-19 Vaccination Certification of Compliance is applicable to Contracts where Contractor's employees 1) Interact in-person with County workforce, 2) Work onsite at County-owned, or controlled facilities/property while performing services under a Contract with the County; or 3) Come into contact with the public while performing in-person services under a Contract with the County.

G COVID-19 VACCINATION CERTIFICATION OF COMPLIANCE

NON-IT CONTRACTS

A determination must be made whether the Contactor will complete a Confidentiality Agreement on behalf of its employees or whether the Contractor's employees and non-employees will complete the Confidentiality Agreements individually.

G1 CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

OR

G2 CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY
AGREEMENT

G3 CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY
AGREEMENT

COVID-19 Vaccination Certification of Compliance
Urgency Ordinance, County Code Title 2 – Administration, Division 4 – Miscellaneous –
Chapter 2.212 (COVID-19 Vaccinations of County Contractor Personnel)

I, _____, on behalf of _____, (the
"Contractor"), certify that on County Contract _____ [ENTER
CONTRACT NUMBER AND NAME]:

_____ All Contractor Personnel* on this Contract are fully vaccinated as required by the
Ordinance.

_____ Most Contractor Personnel* on this Contract are fully vaccinated as required by the
Ordinance. The Contractor or its employer of record, has granted a valid medical or religious
exemption to the below identified Contractor Personnel. Contractor will certify weekly that the
following unvaccinated Contractor Personnel have tested negative within 72 hours of starting their
work week under the County Contract, unless the contracting County department requires
otherwise. The Contractor Personnel who have been granted a valid medical or religious
exemption are [LIST ALL CONTRACTOR PERSONNEL]:

*Contractor Personnel includes subcontractors.

_____ I have authority to bind the Contractor, and have reviewed the requirements above and
further certify that I will comply with said requirements.

Signature

Date

Title

Company/Contractor Name

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

CONTRACTOR NAME _____ Contract No. _____

GENERAL INFORMATION:

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires the Corporation to sign this Contractor Acknowledgement and Confidentiality Agreement.

CONTRACTOR ACKNOWLEDGEMENT:

Contractor understands and agrees that the Contractor employees, consultants, Outsourced Vendors and independent contractors (Contractor's Staff) that will provide services in the above referenced agreement are Contractor's sole responsibility. Contractor understands and agrees that Contractor's Staff must rely exclusively upon Contractor for payment of salary and any and all other benefits payable by virtue of Contractor's Staff's performance of work under the above-referenced contract.

Contractor understands and agrees that Contractor's Staff are not employees of the County of Los Angeles for any purpose whatsoever and that Contractor's Staff do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. Contractor understands and agrees that Contractor's Staff will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

CONFIDENTIALITY AGREEMENT:

Contractor and Contractor's Staff may be involved with work pertaining to services provided by the County of Los Angeles and, if so, Contractor and Contractor's Staff may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, Contractor and Contractor's Staff may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. Contractor and Contractor's Staff understand that if they are involved in County work, the County must ensure that Contractor and Contractor's Staff, will protect the confidentiality of such data and information. Consequently, Contractor must sign this Confidentiality Agreement as a condition of work to be provided by Contractor's Staff for the County.

Contractor and Contractor's Staff hereby agrees that they will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between Contractor and the County of Los Angeles. Contractor and Contractor's Staff agree to forward all requests for the release of any data or information received to County's Project Manager.

Contractor and Contractor's Staff agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to Contractor and Contractor's Staff under the above-referenced contract. Contractor and Contractor's Staff agree to protect these confidential materials against disclosure to other than Contractor or County employees who have a need to know the information. Contractor and Contractor's Staff agree that if proprietary information supplied by other County vendors is provided to me during this employment, Contractor and Contractor's Staff will keep such information confidential.

Contractor and Contractor's Staff agree to report any and all violations of this agreement by Contractor and Contractor's Staff and/or by any other person of whom Contractor and Contractor's Staff become aware.

Contractor and Contractor's Staff acknowledge that violation of this agreement may subject Contractor and Contractor's Staff to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

Contractor Name _____ Contract No. _____

Employee Name _____

GENERAL INFORMATION:

Your employer referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Employee Acknowledgement and Confidentiality Agreement.

EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above is my sole employer for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon my employer for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation will result in my immediate release from performance under this and/or any future contract.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by my employer for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between my employer and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to my immediate supervisor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than my employer or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me during this employment, I will keep such information confidential.

I agree to report to my immediate supervisor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to my immediate supervisor upon completion of this contract or termination of my employment with my employer, whichever occurs first.

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

Contractor Name _____ Contract No. _____

Non-Employee Name _____

GENERAL INFORMATION:

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Non-Employee Acknowledgement and Confidentiality Agreement.

NON-EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above has exclusive control for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon the Contractor referenced above for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation will result in my immediate release from performance under this and/or any future contract.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by the above-referenced Contractor for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between the above-referenced Contractor and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to the above-referenced Contractor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information, and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than the above-referenced Contractor or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me, I will keep such information confidential.

I agree to report to the above-referenced Contractor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to the above-referenced Contractor upon completion of this contract or termination of my services hereunder, whichever occurs first.

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.010 Findings.

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies. (Ord. 2002-0015 § 1 (part), 2002)

2.203.020 Definitions.

The following definitions will be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
 - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
 - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
 - 3. A purchase made through a state or federal contract; or
 - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or
 - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or
 - 6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or
 - 7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or
 - 8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

- D. "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 chief administrative officer, or
 2. The contractor has a long-standing practice that defines the lesser number of hours as full time.
- E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.030 Applicability.

This chapter will apply to contractors who enter into contracts that commence after July 11, 2002. This chapter will also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, will be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable. (Ord. 2002-0040 § 2, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.040 Contractor Jury Service Policy.

A contractor will have and adhere to a written policy that provides that its employees will receive from the contractor, 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 contractor or that the contractor deduct from the employees' regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002)

2.203.050 Other Provisions.

- A. Administration. The chief administrative officer will be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and will issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
- B. Compliance Certification. At the time of seeking a contract, a contractor will certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

2.203.060 Enforcement and Remedies.

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.070. Exceptions.

- A. Other Laws. This chapter will not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Agreements. This chapter will be superseded by a collective bargaining agreement that expressly so provides.
- C. Small Business. This chapter will not be applied to any contractor that meets all of the following:
 - 1. Has ten or fewer employees during the contract period; and,
 - 2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
 - 3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

“Dominant in its field of operation” means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed \$500,000.

“Affiliate or subsidiary of a business dominant in its field of operation” means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 2002-0015 § 1 (part), 2002)

2.203.090. Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions will remain in full force and effect. (Ord. 2002-0015 § 1 (part), 2002)

SAFELY SURRENDERED BABY LAW

Safely Surrendered



No shame. No blame. No names.

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org



In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

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Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a baby, let her know there are other options. For three days (72 hours) after birth, a baby can be surrendered to staff at any hospital or fire station in Los Angeles County.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

Does the parent or surrendering adult have to call before bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

What happens to the parent or surrendering adult?

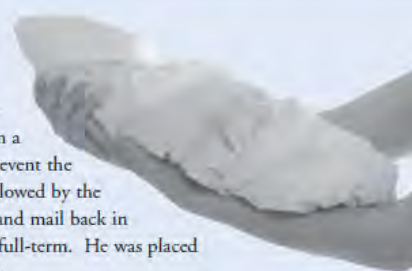
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

A baby's story

Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.



Ley de Entrega de Bebés *Sin Peligro*



*Los recién nacidos pueden ser entregados en forma segura al personal
de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles*

Sin pena. Sin culpa. Sin nombres.

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723

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En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org

Ley de Entrega de Bebés Sin Peligro

¿Qué es la Ley de Entrega de Bebés sin Peligro?

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazaletes y el padre/madre o el adulto que lo entregue recibirá un brazaletes igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Ángeles al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan si tienen custodia legal.

¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

¿Es necesario que el padre/madre o adulto diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

¿Qué pasará con el padre/madre o adulto que entregue al bebé?

Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

¿Por qué se está haciendo esto en California?

La finalidad de la Ley de Entrega de Bebés sin Peligro es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La Ley de Entrega de Bebés sin Peligro impide que vuelva a suceder esta tragedia en California.

Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazaletes con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.



Title 2 ADMINISTRATION
Chapter 2.201 LIVING WAGE PROGRAM

Chapter 2.201 - LIVING WAGE PROGRAM

- 2.201.010 - Findings.
- 2.201.020 - Definitions.
- 2.201.030 - Prospective effect.
- 2.201.040 - Payment of living wage.
- 2.201.050 - Other provisions.
- 2.201.060 - Employer retaliation prohibited.
- 2.201.070 - Employee retention rights.
- 2.201.080 - Enforcement and remedies.
- 2.201.090 - Exceptions.
- 2.201.100 - Severability.

Sections:**2.201.010 - Findings.**

The board of supervisors finds that the county of Los Angeles is the principal provider of social and health services within the county, especially to persons who are compelled to turn to the county for such services. Employers' failure to pay a living wage to their employees causes them to use such services thereby placing an additional burden on the county of Los Angeles.

(Ord. 2007-0011 § 1, 2007: Ord. 99-0048 § 1 (part), 1999.)

2.201.020 - Definitions.

The general definitions contained in Chapter 2.02 will be applicable to this Chapter unless inconsistent with the following definitions:

- A. "County" includes the County of Los Angeles, any County officer or body, any County department head, and any County employee authorized to enter into a Proposition A contract or a cafeteria services contract with an employer.
- B. "Employee" means any individual who is an employee of an employer under the laws of California, and who is providing full- or part-time services to an employer, some or all of which are provided to the County of Los Angeles under a Proposition A contract, or under a cafeteria services contract at a County of Los Angeles owned or leased facility.
- C. "Employer" means:
 - 1. An individual or entity who has a contract with the County:
 - a. For services which is required to be more economical or feasible under Section 44.7 of the Charter of the County of Los Angeles, and is not listed as an excluded contract in Section 2.121.250 B of the Los Angeles County Code, referred to in this Chapter as a "Proposition A contract," or
 - b. For cafeteria services, referred to in this Chapter as a "cafeteria services contract," and

Title 2 ADMINISTRATION
Chapter 2.201 LIVING WAGE PROGRAM

- c. Who has received or will receive an aggregate sum of \$25,000.00 or more in any 12 month period under one or more Proposition A contracts and/or one or more cafeteria services contracts; or
- 2. An individual or entity that enters into a subcontract with an employer, as defined in subsection C1 and who employs employees to provide services under the employer's contract with the County.
- D. "Full time" means a minimum 40 hours worked per week, or a lesser number of hours, if the lesser number is a recognized industry standard and is approved as such by the Chief Executive Officer, but in no event less than 35 hours worked per week.
- E. "Part time" means less than 40 hours worked per week, unless a lesser number is a recognized industry standard and is approved as such by the Chief Executive Officer.
- F. "Proposition A contract" means a contract governed by Title 2, Section 2.121.250 et seq., of this code, entitled Contracting with Private Business.

(Ord. 2015-0061 § 1, 2015: Ord. 2007-0011 § 2, 2007: Ord. 99-0048 § 1 (part), 1999.)

2.201.030 - Prospective effect.

This chapter will be applicable to Proposition A contracts and cafeteria services contracts and their amendments the terms of which commence three months or more after the effective date of this chapter. [16](#) It will not be applicable to Proposition A contracts or cafeteria services contracts or their amendments in effect before this chapter becomes applicable.

(Ord. 99-0048 § 1 (part), 1999.)

2.201.040 - Payment of living wage.

- A. Employers will pay employees a living wage for their services provided to the County of no less than the hourly rate set under this Chapter or in Title 8—Consumer Protection, Business and Wage Regulations, commencing with Section 8.100.010, whichever is higher. The rate will be as follows:
 - 1. On March 1, 2016, and thereafter the rate will be \$13.25 per hour;
 - 2. On January 1, 2017, and thereafter the rate will be \$14.25 per hour;
 - 3. On January 1, 2018, and thereafter the rate will be \$15.00 per hour;
 - 4. On January 1, 2019, and thereafter the rate will be \$ 15.79 per hour;
 - 5. Beginning January 1, 2020, and thereafter the living wage rate will increase annually based on the average Consumer Price Index for Urban Wage Earners and Clerical Works (CPI-W) for the Los Angeles metropolitan area (Los Angeles-Riverside-Orange County, CA), which is published by the Bureau of Labor Statistics of the United States Department of Labor.
- B. The Board of Supervisors may, from time to time, adjust the amounts specified in subsection A of this Section, above for future contracts. Any adjustments to the living wage rate specified in subsection A that are adopted by the Board of Supervisors will be applicable to Proposition A contracts and cafeteria services contracts and their amendments.

16) --- Editor's note—Ordinance 99-0048, which enacted Ch. 2.201, is effective on July 22, 1999.

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Chapter 2.201 LIVING WAGE PROGRAM

(Ord. 2015-0061 § 2, 2015: Ord. 2007-0011 § 3, 2007: Ord. 99-0048 § 1 (part), 1999.)

2.201.050 - Other provisions.

- A. Full Time Employees. An employer will assign and use full time employees to provide services under a Proposition A contract or a cafeteria services contract, unless the employer can demonstrate to the County the necessity to use non-full time employees based on staffing efficiency or the County requirements of an individual job.
- B. Neutrality in Labor Relations. An employer will not use any consideration received under a Proposition A contract or a cafeteria services contract to hinder, or to further, organization of, or collective bargaining activities by or on behalf of an employer's employees, except that this restriction will not apply to any expenditure made in the course of good faith collective bargaining, or to any expenditure pursuant to obligations incurred under a bona fide collective bargaining agreement, or which would otherwise be permitted under the provisions of the National Labor Relations Act.
- C. Administration. The Chief Executive Officer and the Internal Services Department will be responsible for the administration of this chapter. The Chief Executive Officer and the Internal Services Department may, with the advice of County Counsel, issue interpretations of the provisions of this chapter. The Chief Executive Officer in conjunction with the Internal Services Department will issue written instructions on the implementation and ongoing administration of this Chapter. Such instructions may provide for the delegation of functions to other County departments.
- D. Compliance Certification. An employer will, during the term of a Proposition A contract, or a cafeteria services contract, report for each employee and certify the hours worked, wages paid, and provide other information deemed relevant to the enforcement of this Chapter by the County. Such reports will be made at the times and in the manner set forth in instructions issued by the Chief Executive Officer in conjunction with the Internal Services Department. The Internal Services Department in conjunction with the Chief Executive Officer will report annually to the Board of Supervisors on contractor compliance with the provisions of this Chapter.
- E. Contractor Standards. An employer will demonstrate during the procurement process and for the duration of a Proposition A contract or a cafeteria services contract a history of business stability, integrity in employee relations, and the financial ability to pay a living wage.

(Ord. 2015-0061 § 3, 2015: Ord. 2011-0066 § 3, 2011: Ord. 99-0048 § 1 (part), 1999.)

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2.201.060 - Employer retaliation prohibited.

No employer will take an adverse action causing a loss of any benefit of employment, of any contract benefit, or any statutory benefit to any employee, person, or other entity, who has reported a violation of this chapter to the board of supervisors or to one or more of their offices, to the county chief administrative officer, or to the county auditor controller, or to the county department administering the Proposition A contract or cafeteria services contract.

(Ord. 99-0048 § 1 (part), 1999.)

2.201.070 - Employee retention rights.

In the event that any Proposition A contract or cafeteria service contract is terminated by the county prior to its expiration, any new contract with a subsequent employer for such services will provide for the employment of the predecessor employer's employees as provided in this section.

- A. A "retention employee" is an employee of a predecessor employer:
 - 1. Who is not an exempt employee under the minimum wage and maximum hour exemptions defined in the federal Fair Labor Standards Act;
 - 2. Who has been employed by an employer under a predecessor Proposition A contract or a predecessor cafeteria services contract for at least six months prior to the date of a new contract; and
 - 3. Who is or will be terminated from his or her employment as a result of the county entering into a new contract.
- B. Subsequent employers will offer employment to all retention employees who are qualified for such jobs.
- C. A subsequent employer is not required to hire a retention employee who:
 - 1. Has been convicted of a crime related to the job or his or her job performance; or
 - 2. Fails to meet any other county requirement for employees of a contractor.
- D. A subsequent employer may not terminate a retention employee for the first 90 days of employment under a new contract, except for cause. Thereafter a subsequent employer may retain a retention employee on the same terms and conditions as the subsequent employer's other employees.

(Ord. 99-0048 § 1 (part), 1999.)

2.201.080 - Enforcement and remedies.

For violation of any of the provisions of this chapter:

- A. An employee may bring an action in the courts of the state of California for damages caused by an employer's violation of this chapter.
- B. The county department head responsible for administering a Proposition A contract or a cafeteria services contract may do one or more of the following in accordance with such instructions as may be issued by the chief administrative officer:
 - 1. Assess liquidated damages as provided in the contract; and/or
 - 2. Recommend to the board of supervisors the termination of the contract; and/or

Title 2 ADMINISTRATION
Chapter 2.201 LIVING WAGE PROGRAM

3. Recommend to the board of supervisors that an employer be barred from award of future county contracts for a period of time consistent with the seriousness of the employer's violation of this chapter, in accordance with Section 2.202.040 of this code.

(Ord. 2007-0011 § 4, 2007: Ord. 99-0048 § 1 (part), 1999.)

2.201.090 - Exceptions.

- A. Other Laws. This Chapter will not be interpreted or applied to any employer or to any employee in a manner inconsistent with United States or California laws.
- B. Collective Bargaining Agreements. Any provision of this Chapter will be superseded by a collective bargaining agreement that expressly so provides.

(Ord. 2015-0061 § 4, 2015: Ord. 99-0055 § 1, 1999: Ord. 99-0048 § 1 (part), 1999.)

2.201.100 - Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions will remain in full force and effect.

(Ord. 99-0048 § 1 (part), 1999.)

Living Wage Rate Annual Adjustments

The Living Wage Ordinance is applicable to Proposition A and cafeteria services contracts. Employers will pay employees a Living Wage for their services provided to the county of no less than the hourly rates and effective dates as follows:

Effective Date	Hourly Rate
March 1, 2016	\$13.25
January 1, 2017	\$14.25
January 1, 2018	\$15.00
January 1, 2019	\$15.79
January 1, 2020	\$16.31
January 1, 2021	\$16.62
January 1, 2022	\$17.14
January 1, 2023	CPI

Effective January 1, 2020, the Living Wage rate will be adjusted based on the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index (CPI) for the Los Angeles-Riverside-Orange County Area for the 12-month period preceding July 1 of each year.

The Chief Executive Office (CEO) will issue a memo advising departments of the CPI to be used when determining the Living Wage rate effective January 1, of each year thereafter.

**COUNTY OF LOS ANGELES
LIVING WAGE PROGRAM****PAYROLL STATEMENT OF COMPLIANCE**

I, _____, _____
(Name of Owner or Company Representative) (Title)

Do hereby state:

1. That I pay or supervise the payment of the persons employed by _____
Company or Subcontractor
on the _____ that during the payroll period commencing on the _____
Service, Building or Work Site
_____ day of _____, and ending the _____ day of _____
Calendar Day of Month Month and Year Calendar Day of Month
_____ all persons employed on said work site have been paid the full weekly wages
Month and Year
earned, that no rebates have been or will be made, either directly or indirectly, to or on behalf of
_____ from the full weekly wages earned by any
Company Name
person, and that no deductions have been made either directly or indirectly, from the full wages
earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 CFR
Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63
Stat. 108, 72 Stat. 357; 40 U.S.C. 276c), and described below:

2. That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for employees contained therein are not less than the applicable County of Los Angeles Living Wage rates contained in the contract.

I have reviewed the information in this report and as company owner or authorized agent for this company, I sign under penalty of perjury certifying that all information herein is complete and correct.

Print Name and Title

Owner or Company Representative Signature:

Date:

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. IN ADDITION, THE CONTRACTOR OR SUBCONTRACTOR MAY BE SUSPENDED AND PRECLUDED FROM BIDDING ON OR PARTICIPATING IN ANY COUNTY CONTRACT OR PROJECT FOR A PERIOD CONSISTENT WITH THE SERIOUSNESS OF THE VIOLATION.

Intentionally Omitted

Intentionally Omitted

CHARITABLE CONTRIBUTIONS CERTIFICATION

Pasadena Humane

Company Name

361 South Raymond Ave, Pasadena Ca 91105

Address

95-1643344

Internal Revenue Service Employer Identification Number

California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act which regulates those receiving and raising charitable contributions.

Check the Certification below that is applicable to your company.

- ☐ Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.

OR

- ☐ Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.

Signature

Date

Name and Title of Signer (please print)

BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	6/15/2022	
BOARD MEETING DATE	7/12/2022	
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)	Los Angeles County Development Authority (LACDA)	
SUBJECT	AWARD FOUR JOB ORDER CONTRACTS (JOC 67-70)	
PROGRAM	Construction Management	
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:	
DEADLINES/ TIME CONSTRAINTS	N/A	
COST & FUNDING	Total cost: \$20,740,364	Funding source: LACDA's Fiscal Year 2022-23 Budget
	TERMS (if applicable): One-year term	
	Explanation: Four Job Order Contracts (JOCs) each not to exceed \$5,185,091	
PURPOSE OF REQUEST	These JOCs will be used exclusively to provide repair, refurbishment, remodeling, rehabilitation, retrofit, and other repetitive-type work for County-funded projects, such as the RENOVATE community business façade upgrade program, and projects to refurbish libraries and community centers for other County departments as assigned by the Board.	
BACKGROUND (include internal/external issues that may exist including any related motions)	The JOC program is a flexible, cost-effective, unit price, and indefinite quantity contracting method used to effectively and efficiently accomplish repair, refurbishment, remodeling, and other repetitive-type work for LACDA projects without extensive plans and specifications. This process reduces administrative costs and lowers direct construction costs while meeting all County procurement requirements. JOC programs have been successfully implemented by the LACDA, the County's Internal Services Department, Department of Public Works and other local, State and Federal agencies. The proposed JOCs will each have a one-year term, and will be used for repair, remodeling, refurbishment or other repetitive work, but will not be used for new construction.	
EQUITY INDEX OR LENS WAS UTILIZED	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Linda Jenkins, Director of Community Development (626) 586-1765 Linda.Jenkins@lacda.org	

July 12, 2022

Honorable Board of Commissioners
Los Angeles County Development Authority
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Commissioners:

**AWARD FOUR JOB ORDER CONTRACTS AND APPROVE A CONSTRUCTION
TASK CATALOG
(ALL DISTRICTS) (3 VOTES)**

SUBJECT

This letter recommends the award of four (4) separate Job Order Contracts (JOCs); JOCs 67 and 69 to Vincor Construction, Inc.; JOC 68 to Harry H. Joh Construction, Inc.; and JOC 70 to PUB Construction, Inc., (collectively, "Contractors") the lowest responsive and responsible bidders in each of the individual solicitations. These JOCs will be used exclusively to provide repair, refurbishment, remodeling, rehabilitation, retrofit, and other repetitive-type work for the Los Angeles County Development Authority (LACDA). This letter further recommends adoption of the September 2021 Construction Task Catalog, which includes labor, equipment, material costs and specifications necessary for work under a JOC, and authority for the Executive Director or designee to issue work orders and perform other actions with respect to the JOCs.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the proposed actions are not a project under the California Environmental Quality Act (CEQA) for the reasons stated in this Board letter and the record.
2. Adopt the September 2021 JOC Construction Task Catalog.
3. Award JOC 67 and 69 to Vincor Construction, Inc., the lowest responsive and responsible bidder, for an amount not to exceed \$5,185,091 per JOC,

to be financed through various funding sources included in the LACDA's approved Fiscal Year 2022-2023 budget and to be included in the Fiscal Year 2023-2024 budget.

4. Award JOC 68 to Harry H. Joh Construction, Inc., the lowest responsive and responsible bidder, for an amount not to exceed \$5,185,091, to be financed through various funding sources included in the LACDA's approved Fiscal Year 2022-2023 budget and to be included in the Fiscal Year 2023-2024 budget.
5. Award JOC 70 to PUB Construction, Inc., the lowest responsive and responsible bidder, for an amount not to exceed \$5,185,091, to be financed through various funding sources included in the LACDA's approved Fiscal Year 2022-2023 budget and to be included in the Fiscal Year 2023-2024 budget.
6. Authorize the Executive Director or designee to execute JOCs 67, 68, 69, and 70, previously approved as to form by County Counsel, and to establish the effective date following receipt of approved Faithful Performance and Payment for Labor and Materials Bonds filed by the Contractors.
7. Authorize the Executive Director or designee to issue work orders under the JOC in a per-contract aggregate amount not to exceed the maximum amount.
8. Authorize the Executive Director or designee upon his determination and as necessary and appropriate under the terms of the JOCs, to amend the JOCs; to terminate any of the JOCs for convenience; to terminate the contractor's right to proceed with the performance of the JOCs; to determine and collect sums as liquidated damages in accordance with provisions stated in the JOCs for each calendar day that the Contractor shall be in default on an individual work order; to accept Projects and file notices upon final completion of the Projects; to release retention money withheld pursuant to the applicable provisions of the Public Contract Code; to grant extensions of time on Projects, as applicable, and to assess liquidated damages as authorized under Government Code Section 53069.85 and the contract specifications for each JOC.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommended actions will adopt the September 2021 JOC Construction Task Catalog, award four JOCs to the lowest responsive and responsible bidders and authorize the Executive Director or designee to execute JOC Agreements, issue work orders and take other action with respect to the JOCs.

The JOC program is a flexible, cost-effective, unit price-based, and indefinite quantity contracting method used to effectively and efficiently accomplish repair, refurbishment, remodeling, and other repetitive-type work for LACDA projects without extensive plans and specifications. This process reduces administrative costs and lowers direct construction costs while meeting all County procurement requirements. The proposed JOCs will be utilized exclusively for County-funded projects, such as the RENOVATE community business façade upgrade program, and projects to refurbish libraries and community centers for other County departments as assigned by the Board.

JOC programs have been successfully implemented by the LACDA, the County's Internal Services Department, Department of Public Works and other local, State and Federal agencies.

The proposed JOCs will each have a one-year term, and will be used for repair, remodeling, refurbishment or other repetitive work, but will not be used for new construction.

FISCAL IMPACT/FINANCING

There is no impact on the County general fund. The JOCs will be funded with County funds included in the LACDA's approved Fiscal Year 2022-2023 budget and to be included in the Fiscal Year 2023-2024 budget.

The LACDA will incur JOC expenditures to the extent that project funds are available. Total expenditures will not exceed \$5,185,091 for each JOC.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On December 31, 2018, your Board awarded a contract to the Gordian Group for consulting services to assist the LACDA with the development, implementation, and support of the JOC program. The Gordian Group prepared the JOC Construction Task Catalog, which includes the labor, equipment, material costs, and specifications necessary for work under a JOC. The JOC Construction Task Catalog was updated in September 2021, and requires adoption by your Board. Future requests for the Board to approve JOC work orders in excess of \$330,000 will include an indication that LACDA management has determined that JOC is the best method of delivering the project at hand.

The Contractors will comply with the requirements of the Greater Avenues for Independence (GAIN) Program, the General Relief Opportunity for Work (GROW) Program implemented by the County of Los Angeles.

The JOCs have been approved as to form by County Counsel and executed by Vincor Construction, Inc., Harry H. Joh Construction, Inc., and PUB Construction, Inc.

ENVIRONMENTAL DOCUMENTATION

Pursuant to Title 24 of the Code of Federal Regulations, Section 58.34 (a)(3), this action is exempt from the National Environmental Policy Act (NEPA) because it involves administrative actions of government. JOC construction activities are generally categorically excluded from NEPA pursuant to 24 CFR 58.35 (a)(3)(i),(ii) and (iii). NEPA review and clearance will be completed for each JOC project prior to approval of specific work orders.

Award of the JOCs, adoption of the September 2021 JOC Construction Task Catalog, and authorization to issue work orders under the JOCs are not a project under CEQA Guidelines because they are excluded from the definition of project under Section 15378(b) of the State CEQA Guidelines. These activities are administrative actions of government and, also involve the creation of a government funding mechanism or other government fiscal activities that do not involve any commitment to any specific project, which may result in a potentially significant impact or direct or indirect changes to the environment.

The JOCs provide facilities repairs, retrofits, and refurbishment services requested by the LACDA, which are generally categorically exempt under Section 15301, Class 1 of the State CEQA Guidelines. The proposed projects are covered by the general rule that CEQA applies only to the projects that have the potential for causing a significant effect on the environment. The Board's approval of the JOCs does not include approval of work completed pursuant to specific work orders. The implementation of each work order under the JOCs shall be subject to prior determination and documentation by the LACDA that the work is categorically exempt from CEQA. In the event the work is not exempt, your Board will be requested to approve the appropriate environmental finding and any applicable documentation pursuant to CEQA prior to implementation of work orders under the JOC.

CONTRACTING PROCESS

On March 10, 2022, the LACDA publicly advertised bids for four separate and identical JOCs on an open-competitive basis, in accordance with applicable Federal and County requirements, to identify contractors to complete work as part of the JOC program. Announcements were sent to 760 contractors identified from the LACDA vendor list.

JOC 67 (CDC22-005)

On March 24, 2022, three bids were received and formally opened. The lowest bid, submitted by Vincor Construction, Inc. was determined to be responsive and responsible, and it is being recommended for the award.

JOC 68 (CDC22-005)

On March 24, 2022, three bids were received and formally opened. The lowest bid, submitted by Harry H. Joh Construction, Inc. was determined to be responsive and responsible, and it is being recommended for the award.

JOC 69 (CDC22-005)

On March 24, 2022, three bids were received and formally opened. The lowest bid, submitted by Vincor Construction, Inc. was determined to be responsive and responsible, and it is being recommended for the award.

JOC 70 (CDC22-005)

On March 24, 2022, four bids were received and formally opened. The lowest bid, submitted by PUB Construction, Inc. was determined to be responsive and responsible, and it is being recommended for the award.

The Summary of the Outreach Activities and bid results are provided as Attachment A.

IMPACT ON CURRENT PROJECT

The award of the JOCs will expedite the completion of repair, refurbishment, and other repetitive-type work for LACDA projects in a timely and cost-effective manner.

Respectfully submitted,

EMILIO SALAS
Executive Director

Enclosures

ATTACHMENT A
Summary of Outreach Activities

On March 10, 2022, the following outreach was initiated to identify contractors for four separate Job Order Contracts.

A. Advertising

An announcement was posted on the County Web Ven and LACDA websites.

B. Distribution of Bid Packages:

The LACDA's vendor list was used to email notifications to 760 Class B licensed contractors. As a result of the outreach, 42 bid packages were requested and downloaded through the LACDA's website by contractors.

C. Pre-Bid Conference and Site Walk

On March 17, 2022, a mandatory pre-bid conference was conducted and nine firms were in attendance.

D. Bid Results:

Contractors provided Adjustment Factors that will be applied to items listed in the Construction Task Catalog (CTC) in order to determine the cost of jobs.

JOC 67 (LACDA22-005)

On March 24, 2022, three bids were received and publicly opened. The bid result was as follows:

<u>Company</u>	<u>Composite Bid</u>
Vincor Construction, Inc.	0.9890
Harry H. Joh Construction, Inc.	1.0225
PUB Construction, Inc.	1.0300

Vincor Construction, Inc.'s Adjustment Factor of 0.9890 indicates that Vincor Construction, Inc. will charge the LACDA 98.90% of the listed price for items in the CTC.

JOC 68 (LACDA22-005)

On March 24, 2022, three bids were received and publicly opened. The bid result was as follows:

<u>Company</u>	<u>Composite Bid</u>
Harry H. Joh Construction, Inc.	1.0045
PUB Construction, Inc.	1.0300
Vincor Construction, Inc.	1.0475

Harry H. Joh Construction, Inc.'s Adjustment Factor of 1.0045 indicates that Harry H. Joh Construction, Inc. will charge the LACDA 100.45% of the listed price for items in the CTC.

JOC 69 (LACDA22-005)

On March 24, 2022, three bids were received and publicly opened. The bid result was as follows:

<u>Company</u>	<u>Composite Bid</u>
Vincor Construction, Inc.	0.9890
Harry H. Joh Construction, Inc.	1.0045
PUB Construction, Inc.	1.0100

Vincor Construction, Inc.'s Adjustment Factor of 0.9890 indicates that Vincor Construction, Inc. will charge the LACDA 98.90% of the listed price for items in the CTC.

JOC 70 (LACDA22-005)

On March 24, 2022, four bids were received and publicly opened. The bid result was as follows:

<u>Company</u>	<u>Composite Bid</u>
PUB Construction, Inc.	1.0300
Harry H. Joh Construction, Inc.	1.0450
Vincor Construction, Inc.	1.0475
Thomasville Construction, Inc.	1.1523

PUB Construction Inc.'s Adjustment Factor of 1.0300 indicates that PUB Construction Inc. will charge the LACDA 103% of the listed price for items in the CTC.

E. Minority Participation – JOC 67-70 (LACDA22-005)

<u>Name</u>	<u>Ownership/Certification</u>	<u>Employees</u>
Vincor Construction, Inc.	Minority No County Certification	Total: 30
PUB Construction, Inc.	Minority No County Certification	Total: 45
Harry H. Joh Construction, Inc.	Minority No County Certification	Total: 28
Thomasville Construction, Inc.	Minority Social Enterprise	Total: 12

The LACDA conducts ongoing outreach to include minorities and women in the contract award process, including providing information at local and national conferences; conducting seminars for minorities and women regarding programs and services; advertising in newspapers to invite placement on the vendor list; and mailing information to associations representing minorities and women. The above information has been voluntarily provided to the LACDA.

The recommended awards of the JOCs are being made in accordance with the LACDA's policies and Federal regulations, and without regard to race, creed, color, or gender.

ATTACHMENT B
Contract Summary

Project Name: Job Order Contracts 67, 68, 69 and 70

Location: County of Los Angeles

Bid Number: LACDA22-005

Bid Date: March 24, 2022

Contractor: Vincor Construction, Inc. (JOC 67 and 69)
Harry H. Joh Construction, Inc. (JOC 68)
PUB Construction, Inc. (JOC 70)

Services: Repair, refurbishment, rehabilitation, retrofit, and other repetitive-type work for various LACDA projects.

Contract Documents: Instructions to Bidders and General Conditions; Construction Task Catalog and Specifications, Bidder's Documents, Representations, Certifications, Bid, Other Statements of Bidder.

Time of Commencement and Completion: These are annual JOCs for repair, remodeling or other repetitive work to be done according to unit prices specified in individual Job Orders. The effective date of the JOC shall be the date that the JOC is fully executed. All job orders must be issued within one year from the effective date of the Contract. In the event that a Job Order has been issued within this year period, but the work has not been completed within such period, the work may be completed thereafter, subject to all provisions of the JOC.

Liquidated Damages: Should a Contractor fail to substantially complete the work specified in the Job Order in accordance with the approved construction schedule, and provided the Contractor has not previously obtained a written extension of time from the Contracting Officer according to the General Conditions, a sum appropriate with the following schedule may be deducted from each succeeding request for payment as liquidated damages on each Work Order if applicable.

SCHEDULE FOR LIQUIDATED DAMAGES – PROPOSAL PREPARATION

<u>Days Delinquent</u>	<u>Liquidated Damages per Day</u>
1-3 Business Days	\$2,500
3+ Business Days	\$5,000

SCHEDULE FOR LIQUIDATED DAMAGES – CONSTRUCTION

<u>Work Order Price</u>	<u>Liquidated Damages per Day</u>
Up to \$100,000	\$500
\$100,001 to \$500,000	\$750
Over \$500,000	\$1,000

SCHEDULE FOR LIQUIDATED DAMAGES – CLOSE-OUT

<u>Days Delinquent</u>	<u>Liquidated Damages per Day</u>
1-5 (Business Days)	\$100
5-30 (Business Days)	\$500
Over 30 (Business Days)	\$750

JOC Value: The maximum dollar value for each JOC is \$5,185,091 for a 12-month contractual period.

BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	6/15/2022	
BOARD MEETING DATE	7/12/2022	
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)	Los Angeles County Development Authority (LACDA)	
SUBJECT	AWARD FOUR JOB ORDER CONTRACTS (JOC 71-74)	
PROGRAM	Construction Management	
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:	
DEADLINES/ TIME CONSTRAINTS	N/A	
COST & FUNDING	Total cost: \$20,740,364	Funding source: LACDA's Fiscal Year 2022-23 Budget
	TERMS (if applicable): One-year term	
	Explanation: Four Job Order Contracts (JOCs) each not to exceed \$5,185,091	
PURPOSE OF REQUEST	These JOCs will be used exclusively to provide repair, refurbishment, remodeling, rehabilitation, retrofit, and other repetitive-type work for LACDA public and affordable housing developments.	
BACKGROUND (include internal/external issues that may exist including any related motions)	<p>The JOC program is a flexible, cost-effective, unit price, and indefinite quantity contracting method used to effectively and efficiently accomplish repair, refurbishment, remodeling, and other repetitive-type work for LACDA projects without extensive plans and specifications. This process reduces administrative costs and lowers direct construction costs while meeting all County procurement requirements.</p> <p>JOC programs have been successfully implemented by the LACDA, the County's Internal Services Department, Department of Public Works and other local, State and Federal agencies. The proposed JOCs will each have a one-year term, and will be used for repair, remodeling, refurbishment or other repetitive work, but will not be used for new construction.</p>	
EQUITY INDEX OR LENS WAS UTILIZED	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Linda Jenkins, Director of Community Development (626) 586-1765 Linda.Jenkins@lacda.org	

July 12, 2022

Honorable Board of Commissioners
Los Angeles County Development Authority
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Commissioners:

**AWARD FOUR JOB ORDER CONTRACTS
(ALL DISTRICTS) (3 VOTES)**

SUBJECT

This letter recommends the award of four (4) separate Job Order Contracts (JOCs); JOC 71 to PUB Construction, Inc.; and JOCs 72, 73, and 74 to Harry H. Joh Construction, Inc., the lowest responsive and responsible bidders in each of the individual solicitations. These JOCs will be used exclusively to provide repair, refurbishment, remodeling, rehabilitation, retrofit, and other repetitive-type work for the Los Angeles County Development Authority (LACDA) public and affordable housing developments. This letter further recommends authority for the Executive Director or designee to issue work orders and perform other actions with respect to the JOCs.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the proposed actions are not a project under the California Environmental Quality Act (CEQA) for the reasons stated in this Board letter and the record.
2. Award JOC 71 to PUB Construction, Inc., the lowest responsive and responsible bidder, for an amount not to exceed \$5,185,091, to be financed through various funding sources included in the LACDA's approved Fiscal Year 2022-2023 budget and to be included in the Fiscal Year 2023-2024 budget.

3. Award JOC 72, 73, and 74 to Harry H. Joh Construction, Inc., the lowest responsive and responsible bidder, for an amount not to exceed \$5,185,091 per JOC, to be financed through various funding sources included in the LACDA's approved Fiscal Year 2022-2023 budget and to be included in the Fiscal Year 2023-2024 budget.
4. Authorize the Executive Director or designee to execute the four JOCs in the form previously approved by County Counsel, and to establish the effective date following receipt of approved Faithful Performance and Payment for Labor and Materials Bonds filed by PUB Construction, Inc., and Harry H. Joh Construction, Inc. (collectively, "Contractors").
5. Authorize the Executive Director or designee, upon determination and as necessary and appropriate under the terms of the JOCs, to amend the JOCs; to terminate any of the four JOCs for convenience; to terminate the Contractors' right to proceed with the performance of the JOCs; to determine and collect sums as liquidated damages in accordance with provisions stated in the JOCs for each calendar day that the Contractor shall be in default on an individual work order; to accept Projects and file notices upon final completion of the Projects; to release retention money withheld pursuant to the applicable provisions of the Public Contract Code; to grant extensions of time on Project, as applicable, and assess liquidated damages as authorized under Government Code Section 53069.85 and the contract specifications for each JOC.
6. Authorize the Executive Director or designee to determine, on a case-by-case-basis, that a JOC work order shall be exempt from the application of the County's Local Targeted Worker Hire Policy, provided that the Executive Director or designee first determines that the JOC work order will be funded in whole or in part by Federal funds, which prohibit geographic preferences.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommended actions award four JOCs to the lowest responsive and responsible bidders and authorize the Executive Director or designee to issue work orders and take other action with respect to the JOCs.

The JOC program is a flexible, cost-effective, unit price-based, and indefinite quantity contracting method used to effectively and efficiently accomplish repair, refurbishment, remodeling, rehabilitation, retrofit, and other repetitive-type work for LACDA public and affordable housing development projects without extensive plans and specifications. This process reduces administrative costs and lowers direct construction costs while meeting all Federal, State, and County procurement requirements.

JOC programs have been successfully implemented by the LACDA, the County's Internal Services Department, Department of Public Works and other local, State and Federal agencies.

The proposed JOCs will each have a one-year term, and will be used for repair, remodeling, and refurbishment, rehabilitation, retrofit or other repetitive work, but will not be used for new construction.

FISCAL IMPACT/FINANCING

There is no impact on the County general fund. The JOCs will be funded with various program funds included in the LACDA's approved Fiscal Year 2022-2023 budget and to be included in the Fiscal Year 2023-2024 budget.

The LACDA will incur JOC expenditures to the extent that project funds are available. Total expenditures will not exceed \$5,185,091 for each JOC.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On December 31, 2018, your Board awarded a contract to the Gordian Group for consulting services to assist the LACDA with the development, implementation, and support of the JOC program. The Gordian Group prepared the JOC Construction Task Catalog, which includes the labor, equipment, material costs, and specifications necessary for work under a JOC. The JOC Construction Task Catalog was updated in September 2021. Future requests for the Board to approve JOC work orders in excess of \$330,000 will include an indication that LACDA management has determined that JOC is the best method of delivering the project at hand.

The Contractors will comply with the requirements of Section 3 of the Housing and Community Development Act of 1968, as amended, which requires that employment and other economic opportunities generated by certain U.S. Department of Housing and Urban Development (HUD) assistance be directed to low- and very low-income persons, particularly to persons who are recipients of HUD housing assistance.

The Executive Director, or designee, will determine on a case-by-case basis that a JOC work order is exempt from the application of the County's Local Targeted Worker Hire Policy, provided that the Executive Director or designee first determines that the JOC work order will be funded in whole or in part by Federal funds, which prohibit geographic preferences.

The JOCs have been approved as to form by County Counsel and executed by PUB Construction, Inc., and Harry H. Joh Construction, Inc.

ENVIRONMENTAL DOCUMENTATION

Pursuant to Title 24 of the Code of Federal Regulations, Section 58.34 (a)(3), this action is exempt from the National Environmental Policy Act (NEPA) because it involves administrative actions of government. JOC construction activities are generally categorically excluded from NEPA pursuant to 24 CFR 58.35 (a)(3)(i),(ii) and (iii). NEPA review and clearance will be completed for each JOC project prior to approval of specific work orders.

Award of the JOCs and authorization to issue work orders under the JOCs are not a project under CEQA Guidelines because they are excluded from the definition of project under Section 15378(b) of the State CEQA Guidelines. These activities are administrative actions of government and, also involve the creation of a government funding mechanism or other government fiscal activities that do not involve any commitment to any specific project, which may result in a potentially significant impact or direct or indirect changes to the environment.

The JOCs provide facilities repairs, retrofits, and refurbishment services requested by the LACDA, which are generally categorically exempt under Section 15301, Class 1 of the State CEQA Guidelines. The proposed projects are covered by the general rule that CEQA applies only to the projects that have the potential for causing a significant effect on the environment. The Board's approval of the JOCs does not include approval of work completed pursuant to specific work orders. The implementation of each work order under the JOCs shall be subject to prior determination and documentation by the LACDA that the work is categorically exempt from CEQA. In the event the work is not exempt, your Board will be requested to approve the appropriate environmental finding and any applicable documentation pursuant to CEQA prior to implementation of work orders under the JOC.

CONTRACTING PROCESS

On March 22, 2022, the LACDA publicly advertised bids for four separate and identical JOCs on an open-competitive basis, in accordance with applicable Federal and County requirements, to identify contractors to complete work as part of the JOC program. Announcements were sent to 760 contractors identified from the LACDA vendor list.

JOC 71 (CDC22-024)

On April 7, 2022, three bids were received and formally opened. The lowest bid, submitted by PUB Construction, Inc. was determined to be responsive and responsible, and it is being recommended for the award.

JOC 72 (CDC22-024)

On April 7, 2022, three bids were received and formally opened. The lowest bid, submitted by Harry H. Joh Construction, Inc. was determined to be responsive and responsible, and it is being recommended for the award.

JOC 73 (CDC22-024)

On April 7, 2022, three bids were received and formally opened. The lowest bid, submitted by Harry H. Joh Construction, Inc. was determined to be responsive and responsible, and it is being recommended for the award.

JOC 74 (CDC22-024)

On April 7, 2022, four bids were received and formally opened. The lowest bid, submitted by Harry H. Joh Construction, Inc. was determined to be responsive and responsible, and it is being recommended for the award.

The Summary of the Outreach Activities and bid results are provided as Attachment A.

IMPACT ON CURRENT PROJECT

The award of the JOCs will expedite the completion of repair, refurbishment, and other repetitive-type work for LACDA projects in a timely and cost-effective manner.

Respectfully submitted,

EMILIO SALAS
Executive Director

Enclosures

ATTACHMENT A
Summary of Outreach Activities

On March 22, 2022, the following outreach was initiated to identify contractors for four separate Job Order Contracts.

A. Advertising

An announcement was posted on the County Web Ven and LACDA websites.

B. Distribution of Bid Packages:

The LACDA's vendor list was used to email notifications to 627 Class B licensed contractors. As a result of the outreach, 23 bid packages were requested and downloaded through the LACDA's website by contractors.

C. Pre-Bid Conference and Site Walk

On March 30, 2022, a mandatory pre-bid conference was conducted and nine firms were in attendance.

D. Bid Results:

Contractors provided Adjustment Factors that will be applied to items listed in the Construction Task Catalog (CTC) in order to determine the cost of jobs.

JOC 71 (LACDA22-024)

On April 7, 2022, three bids were received and publicly opened. The bid result was as follows:

<u>Company</u>	<u>Composite Bid</u>
PUB Construction, Inc.	1.2500
Harry H. Joh Construction, Inc.	1.2580
Vincor Construction, Inc.	1.4820

PUB Construction, Inc.'s Adjustment Factor of 1.2500 indicates that PUB Construction, Inc. will charge the LACDA 125% of the listed price for items in the CTC.

JOC 72 (LACDA22-024)

On April 7, 2022, three bids were received and publicly opened. The bid result was as follows:

<u>Company</u>	<u>Composite Bid</u>
Harry H. Joh Construction, Inc.	1.2320
PUB Construction, Inc.	1.2500
Vincor Construction, Inc.	1.4820

Harry H. Joh Construction, Inc.'s Adjustment Factor of 1.2320 indicates that Harry H. Joh Construction, Inc. will charge the LACDA 123.2% of the listed price for items in the CTC.

JOC 73 (LACDA22-024)

On April 7, 2022, three bids were received and publicly opened. The bid result was as follows:

<u>Company</u>	<u>Composite Bid</u>
Harry H. Joh Construction, Inc.	1.2320
PUB Construction, Inc.	1.2500
Vincor Construction, Inc.	1.4820

Harry H. Joh Construction, Inc.'s Adjustment Factor of 1.2320 indicates that Harry H. Joh Construction, Inc. will charge the LACDA 123.2% of the listed price for items in the CTC.

JOC 74 (LACDA22-024)

Contractors provided Adjustment Factors that will be applied to items listed in the Construction Task Catalog (CTC) in order to determine the cost of jobs.

On April 7, 2022, four bids were received and publicly opened. The bid result was as follows:

<u>Company</u>	<u>Composite Bid</u>
Harry H. Joh Construction, Inc.	1.1140
Thomasville Construction, Inc.	1.1275
PUB Construction, Inc.	1.2500
Vincor Construction, Inc.	1.4820

Harry H. Joh Construction Inc.'s Adjustment Factor of 1.1140 indicates that Harry H. Joh Construction Inc. will charge the LACDA 111.4% of the listed price for items in the CTC.

E. Minority Participation – JOC 71-74 (LACDA22-024)

<u>Name</u>	<u>Ownership/Certification</u>	<u>Employees</u>
Vincor Construction, Inc.	Minority No County Certification	Total: 30
PUB Construction, Inc.	Minority No County Certification	Total: 45
Harry H. Joh Construction, Inc.	Minority No County Certification	Total: 28
Thomasville Construction, Inc.	Minority Social Enterprise	Total: 12

The LACDA conducts ongoing outreach to include minorities and women in the contract award process, including: providing information at local and national conferences; conducting seminars for minorities and women regarding programs and services; advertising in newspapers to invite placement on the vendor list; and mailing information to associations representing minorities and women. The above information has been voluntarily provided to the LACDA.

The recommended awards of the JOCs are being made in accordance with the LACDA's policies and Federal regulations, and without regard to race, creed, color, or gender.

ATTACHMENT B
Contract Summary

Project Name: Job Order Contracts 71, 72, 73 and 74

Location: County of Los Angeles

Bid Number: LACDA22-024

Bid Date: April 7, 2022

Contractor: PUB Construction, Inc. (JOC 71)
Harry H. Joh Construction, Inc. (JOC 72, 73, and 74)

Services: Repair, refurbishment, rehabilitation, retrofit, and other repetitive-type work for various LACDA projects.

Contract Documents: Instructions to Bidders and General Conditions; Construction Task Catalog and Specifications, Bidder's Documents, Representations, Certifications, Bid, Other Statements of Bidder.

Time of Commencement and Completion: These are annual JOCs for repair, remodeling or other repetitive work to be done according to unit prices specified in individual Job Orders. The effective date of the JOC shall be the date that the JOC is fully executed. All job orders must be issued within one year from the effective date of the Contract. In the event that a Job Order has been issued within this year period, but the work has not been completed within such period, the work may be completed thereafter, subject to all provisions of the JOC.

Liquidated Damages: Should a Contractor fail to substantially complete the work specified in the Job Order in accordance with the approved construction schedule, and provided the Contractor has not previously obtained a written extension of time from the Contracting Officer according to the General Conditions, a sum appropriate with the following schedule may be deducted from each succeeding request for payment as liquidated damages on each Work Order if applicable.

SCHEDULE FOR LIQUIDATED DAMAGES – PROPOSAL PREPARATION

<u>Days Delinquent</u>	<u>Liquidated Damages per Day</u>
1-3 Business Days	\$2,500
3+ Business Days	\$5,000

SCHEDULE FOR LIQUIDATED DAMAGES – CONSTRUCTION

<u>Work Order Price</u>	<u>Liquidated Damages per Day</u>
Up to \$100,000	\$500
\$100,001 to \$500,000	\$750
Over \$500,000	\$1,000

SCHEDULE FOR LIQUIDATED DAMAGES – CLOSE-OUT

<u>Days Delinquent</u>	<u>Liquidated Damages per Day</u>
1-5 (Business Days)	\$100
5-30 (Business Days)	\$500
Over 30 (Business Days)	\$750

JOC Value: The maximum dollar value for each JOC is \$5,185,091 for a 12-month contractual period.

BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	6/15/2022	
BOARD MEETING DATE	7/12/2022	
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)	Department of Parks and Recreation, Human Resources Division	
SUBJECT	Request to Authorize the LA County Parks and Recreation to Re-Employ a Retired County Employee Hector Inzunza	
PROGRAM	Human Resources	
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:	
DEADLINES/ TIME CONSTRAINTS	This is a retroactive request. Deadline is asap.	
COST & FUNDING	Total cost: \$	Funding source: Budgeted NCC Salaries and Employee Benefits
	TERMS (if applicable): For the duration of employment	
	Explanation: Employee is within eligibility requirements to return to full duty.	
PURPOSE OF REQUEST	To allow retired employee to return to full-time County service and suspend retirement.	
BACKGROUND (include internal/external issues that may exist including any related motions)	The employee was previously employed by the Los Angeles County Department of Parks and Recreation (Department) on a permanent basis until 8/1/2020 when he terminated employment and subsequently retired with LACERA. He was later rehired to permanent employment with the Department on 6/14/2021 after being selected from an open competitive eligible list for the position of Regional Park Superintendent III.	
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: Jennifer Emmsley, ASML, (626) 588-5101, jemmsley@parks.lacounty.gov	



COUNTY OF LOS ANGELES
DEPARTMENT OF PARKS AND RECREATION
"Parks Make Life Better!"

Norma E. García-González, Director

Alina Bokde, Chief Deputy Director

July 12, 2022

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

Dear Supervisors:

**REQUEST TO AUTHORIZE THE LOS ANGELES COUNTY DEPARTMENT OF PARKS AND
RECREATION TO RE-EMPLOY A RETIRED COUNTY EMPLOYEE TO A FULL-TIME
PERMANENT POSITION ON AN INDEFINITE BASIS AS THE REGIONAL PARK
SUPERINTENDENT III, CASTAIC LAKE
(ALL DISTRICTS) (3-VOTES)**

SUBJECT

Approval of the recommended actions will approve a Los Angeles County Employees Retirement Association member's return to work, thereby suspending the member's retirement benefits and returning that member to active full-time employment.

IT IS RECOMMENDED THAT THE BOARD:

1. Authorize the Department of Parks and Recreation to re-employ retired Los Angeles County Employees Retirement Association member, Hector Inzunza, to full-time permanent status in compliance with the Los Angeles County Employees Retirement Law of 1937. Subject to your Board's approval and the subsequent approval of the County Employees Retirement Association's Board of Retirement, the member's re-employment date will be retroactive to June 14, 2021, the date Mr. Inzunza actually returned to work for the Department of Parks and Recreation.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Retired former County of Los Angeles (County) employee, Hector Inzunza (employee number 634312), retired from active County service on August 1, 2020. Consistent with the Board's Policy, adopted July 6, 1993, which allows the re-employment of retired County employees on an indefinite basis, the Department of Parks and Recreation (Department) is requesting your Board's approval for the re-employment of Hector Inzunza into active County service as a Regional Park Superintendent III (Item # 8838, Salary Schedule 107E) at the base rate of \$7,700.36 monthly and \$92,404.32 annually.

Upon his return to County employment, Mr. Inzunza's retirement allowance will be cancelled until termination of his re-employment. Mr. Inzunza's extensive knowledge and skills of Regional Park operations, mainly pertaining to Natural Areas and Lake Operations, make him uniquely qualified for this key leadership position. Mr. Inzunza was selected to return to take over as Regional Park Superintendent III at Castaic Lake State Recreation Area due to his seasoned experience managing natural area facilities, including those with large boating lakes. In his previous role, he oversaw a variety of the Department's open space and wildlife facilities and spent his last two years assisting the Castaic Lake Superintendent with daily operations prior to his retirement.

Implementation of Strategic Plan Goals

This requested action supports the County's Strategic Plan Goal 1: Make Investments that Transform Lives and Goal 2: Foster Vibrant and Resilient Communities.

FISCAL IMPACT/FINANCING

Funding for the full-time position of Regional Park Superintendent III, Castaic Lake is available within the Department's Operating Budget.

FACT AND PROVISIONS/LEGAL REQUIREMENTS

The Los Angeles County Employees Retirement Association (LACERA) is governed by the County's Employees Retirement Law of 1937. This action is in compliance with Government Code Section 31680.4 and 31680.5, pertaining to retired members returning to active membership.

Prior to 1991, retired County employees were prohibited from returning to County employment, except temporarily and under limited circumstances. Government Code Section 31680.4 now permits retirees to return to work on a permanent basis. The Board's adoption of the policy on July 6, 1993 made that Government Code Section operative in the County.

Mr. Inzunza's recent medical evaluation states that he was found suitable for employment and is able to fully perform the job duties as a Regional Park Superintendent III with the Department.

The Board letter has been reviewed and approved as to form by County Counsel.

IMPACT on CURRENT SERVICES (OR PROJECTS)

This action will have no negative impact on current services.

The Honorable Board of Supervisors
July 12, 2022
Page 3

CONCLUSION

Because of his extensive regional park and natural areas experience, Mr. Inzunza will be an invaluable asset to the Department and the County. Upon approval by the Board, please return one adopted copy of this letter to the Department for further processing.

Should your staff have any questions, please contact Malou Rubio at (626) 588-5293 or mrubio@parks.lacounty.gov or Vicky Santana at (626) 588-5142 or vsantana@parks.lacounty.gov.

Respectfully submitted,

Norma E. García-González
Director

NEGG:MR:vs

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

BOARD LETTER CLUSTER FACT SHEET

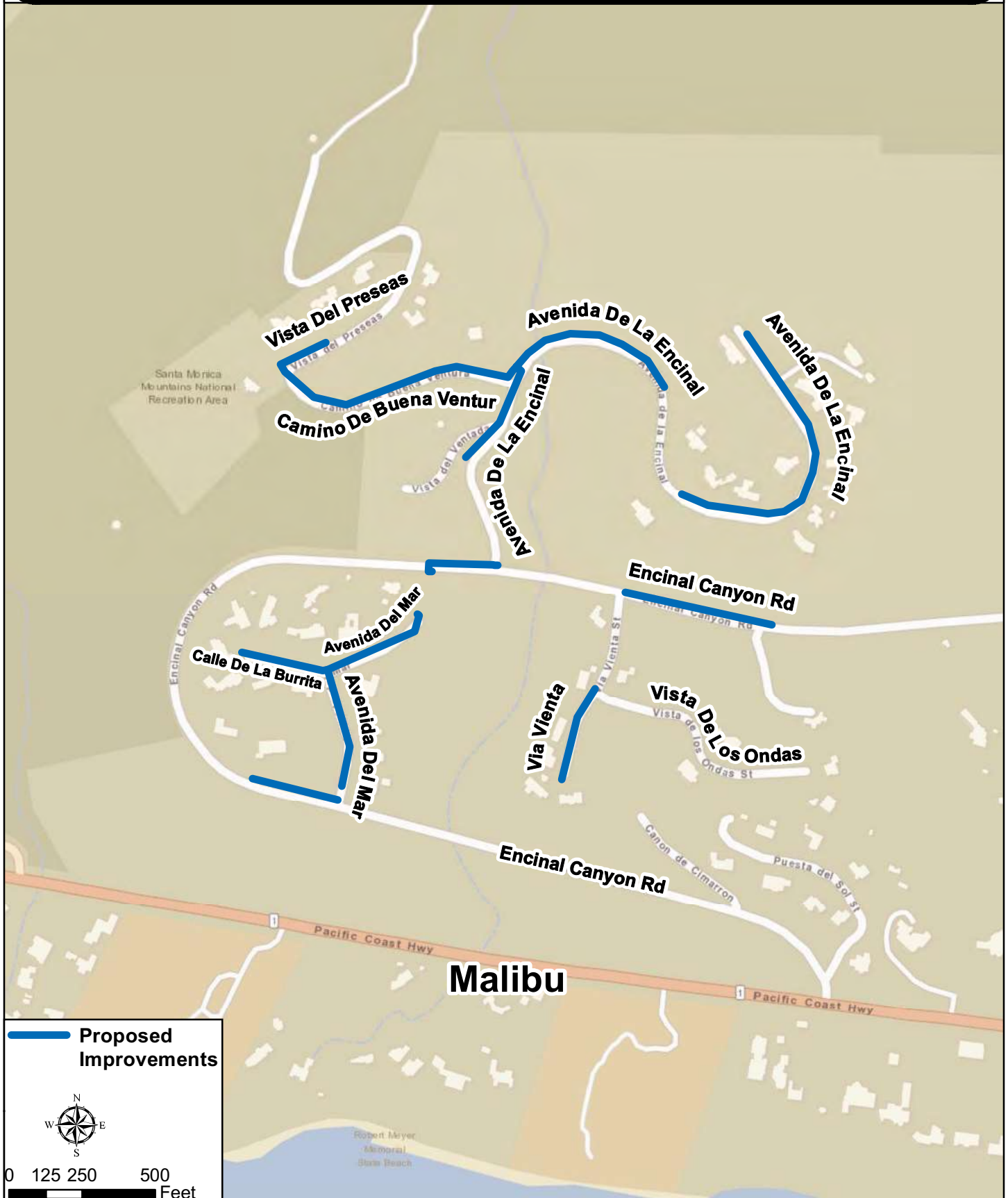
☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	6/15/2022		
BOARD MEETING DATE	7/12/2022		
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 type="checkbox"/> 5 th		
DEPARTMENT(S)	Public Works		
SUBJECT	Encinal Canyon Pressure Zones 525 and 825 Improvements Project		
PROGRAM	Los Angeles County Waterworks District No. 29, Accumulative Capital Outlay		
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:		
DEADLINES/ TIME CONSTRAINTS	The project construction will start in February 2023 and be completed in October 2023.		
COST & FUNDING	Total cost: \$6,500,000	Funding source: Los Angeles County Waterworks District No. 29 Accumulative Capital Outlay Fund	
	TERMS (if applicable):		
	Explanation: The estimated construction contract for Board approval is \$3,850,000. Total project cost estimate with County Services is \$6,500,000.		
PURPOSE OF REQUEST	Advertise the project and authorize the Director of Public Works to execute a construction contract with the responsible contractor with the lowest responsive bid.		
BACKGROUND (include internal/external issues that may exist including any related motions)	The project will install 5,800 feet of waterlines to meet current fire code flow requirements in western Malibu. This will assist 18 properties that were affected by the 2018 Woolsey Fire to prevent and mitigate future emergencies. This project was presented to the community on May 30, 2019. Public Works will notify residents within the project vicinity prior to the start of construction. No community concerns are anticipated.		
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: Board Priority No. 7: Sustainability The project will increase water system reliability for domestic use and fire protection. This infrastructure investment will better enable the water system to adapt to changing demands and climate stresses.		
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Keith Lilley, Deputy Director, (626) 458-4012, cell (626) 320-9811 klilley@pw.lacounty.gov		

Encinal Canyon Pressure Zones 525 and 825 Improvements
Los Angeles County Waterworks District 29, Malibu
Project ID No. WWD2900088





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

July 12, 2022

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

Dear Supervisors:

**CONSTRUCTION CONTRACT
WATER RESOURCES CORE SERVICE AREA
ADOPT, ADVERTISE, AND AWARD
ENCINAL CANYON PRESSURE ZONES 525 AND 825 IMPROVEMENTS PROJECT
PROJECT ID NO. WWD2900088
IN THE CITY OF MALIBU
(SUPERVISORIAL DISTRICT 3)
(3 VOTES)**

SUBJECT

Public Works is seeking Board approval to procure a construction contract for the Encinal Canyon Pressure Zones 525 and 825 Improvements Project in the City of Malibu.

IT IS RECOMMENDED THAT THE BOARD ACTING AS THE GOVERNING BODY OF THE LOS ANGELES COUNTY WATERWORKS DISTRICT NO. 29, MALIBU:

1. Find that the recommended actions are within the scope of a previously approved exemption from the California Environmental Quality Act for the reasons stated in this Board letter and in the record of the project.
2. Adopt the plans and specifications that are on file in Project Management Division III of Public Works for the previously approved Encinal Canyon Pressure Zones 525 and 825 Improvements Project at an estimated construction contract cost between \$3,400,000 and \$5,200,000.

3. Instruct the Executive Officer of the Board of Supervisors to advertise for bids in accordance with the Instruction Sheet for Publishing Legal Advertisement and that are to be received before 11 a.m. on August 9, 2022, in accordance with the Notice Inviting Bids.
4. Delegate authority to the Director of Public Works or his designee to determine whether the bid of the apparent responsible contractor with the lowest apparent responsive bid is, in fact, responsive and, if not responsive, to determine which apparent responsible contractor submitted the lowest responsive bid.
5. Delegate authority to the Director of Public Works or his designee to award and execute a construction contract for the Encinal Canyon Pressure Zones 525 and 825 Improvements Project with the responsible contractor with the lowest responsive bid within or less than the estimated cost range of \$3,400,000 and \$5,200,000 or exceeds the estimated cost range by no more than 15 percent if additional and appropriate funds have been identified.
6. Delegate to the Director of Public Works or his designee the following authority in connection with this contract: (1) extend the date and time for the receipt of bids consistent with the requirements of State Public Contract Code, Section 4104.5; (2) allow substitution of subcontractors and relief of bidders upon demonstration of the grounds set forth in State Public Contract Code, Sections 4100 et seq. and 5100 et seq., respectively; (3) approve and execute change orders within the same monetary limits delegated to the Director of Public Works under Section 2.18.050 of the Los Angeles County Code relative to the construction of County buildings; (4) accept the project upon its final completion; and (5) release retention money withheld consistent with the requirements of State Public Contract Code, Sections 7107 and 9203.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommended actions will find that the project is exempt from the California Environmental Quality Act (CEQA) and allow Public Works to replace 5,800 feet of 8- and 12-inch waterlines under the Encinal Canyon Pressure Zones 525 and 825 Improvements Project to complete the planned improvements of the previously approved Encinal Canyon Water Systems Improvement Project (ECWSIP).

Encinal Canyon is in the western part of the City of Malibu. The Los Angeles County Waterworks District No. 29, Malibu, serves water to 51 service connections in the area by pumping water from the Pacific Coast Highway transmission main.

On July 16, 2019, the Board approved the ECWSIP that included replacing approximately 10,300 feet of undersized waterline segments to meet the new Los Angeles County Fire Code requirements and authorized Public Works to deliver a component of the ECWSIP, including replacement of 4,500 feet of 8- and 12-inch waterlines by Job Order Contract as part of the Woolsey Fire recovery. These urgent repairs provided a minimum of 500 gallons per minute at 20 pounds per square inch of fire-flow capacity so that building permits could be issued to homes impacted by the fire.

This project will replace the remaining 5,800 feet of 8- and 12-inch waterlines within the Encinal Canyon water system to meet the current fire-flow capacity of 1,250 gallons per minute at 20 pounds per square inch for a 1-hour duration.

It is anticipated the work will start in February 2023 and be completed in October 2023.

Implementation of Strategic Plan Goals

These recommendations support the County Strategic Plan: Strategy III.3, Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability, Objective III.3.2, Manage and Maximize County Assets by supporting ongoing efforts to manage and improve public infrastructure assets.

FISCAL IMPACT/FINANCING

There will be no impact to the County General Fund.

The estimated construction contract cost to complete this project is in the range of \$3,400,000 and \$5,200,000. The total project cost is estimated to be \$6,500,000. While the original estimated total project cost was \$5,300,000, because of inflation and construction cost escalation, the estimated total project cost is now \$6,500,000. In addition to the construction contract cost, the total project cost includes the preparation of plans and specifications, construction engineering, inspection, contract administration, change order contingency, environmental compliance, and other County services.

Funding for this project is included in the Los Angeles County Waterworks District No. 29, Malibu, Accumulative Capital Outlay Fund (N33 - Capital Assets - Infrastructure) Fiscal Year 2022-23 Budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

This project will be advertised in accordance with Section 20602 of the State Public Contract Code

The contract award will comply with applicable Federal and State requirements and Board policies and mandates. The contract documents will require the contractor to comply with these same requirements, policies, and mandates. The construction contract will be in the form previously reviewed and approved as to form by County Counsel.

As required by Board Policy No. 5.140, information such as defaulted contracts with the County, complaints filed with the Contractors State License Board, labor violations, and debarment actions will be considered before a contract is awarded.

ENVIRONMENTAL DOCUMENTATION

The Board previously approved an exemption pursuant to Sections 15269 (b) and (c) of the CEQA Guidelines on July 16, 2019, in connection with the approval of the ECWSIP. These recommendations are within the scope of the previously approved exemption from CEQA.

There are no changes to the project or to the circumstances, which the project is undertaken that require further review under CEQA.

CONTRACTING PROCESS

In accordance with the Board's consolidated Local and Targeted Worker Hire Policy, the contract documents will require that at least 30 percent of the total California craft worker hours for construction of the project be performed by Local Residents and at least 10 percent be performed by Targeted Workers facing employment barriers.

To increase contractor awareness of Public Works' program to contract work out to the private sector, this project will be listed on both the County's "Doing Business with the County" and "Do Business with Public Works" websites for open bids:

<http://www.lacounty.gov/business/doing-business-with-the-county>

<http://pw.lacounty.gov/general/contracts/opportunities>

Also, the contract solicitation will be advertised through web-based and social media platforms, including Twitter.

In addition, in order to increase opportunities for small businesses, Public Works will be coordinating with the Office of Small Business at the Department of Consumer and Business Affairs to maximize outreach, as well as offering preferences to Local Small Business Enterprises, Social Enterprises, and Disabled Veteran Business Enterprises in compliance with Los Angeles County Code, Chapters 2.204, 2.205, and 2.211.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

When the project is completed, it will have a positive impact by strengthening water supply reliability and mitigating emergencies thereby protecting the health and safety of existing customers.

CONCLUSION

Please return an adopted copy of this letter to Public Works, Project Management Division III.

Respectfully submitted,

MARK PESTRELLA, PE
Director of Public Works

MP:LG:dw

c: Chief Executive Office (Chia-Ann Yen)
County Counsel
Executive Office
Internal Services Department (Countywide Contract Compliance)

BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	6/15/2022		
BOARD MEETING DATE	7/12/2022		
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)	Public Works		
SUBJECT	Execute two consultant services agreements to augment Public Works ability to rapidly provide on-call geotechnical professional and technical services for federally funded and non-federally funded projects throughout the County of Los Angeles.		
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:		
DEADLINES/ TIME CONSTRAINTS	The current contracts were extended for a period not to exceed 120 days and has an expiration date of July 23, 2022; however, they will expire upon award and execution of these contracts.		
COST & FUNDING	Total cost:	Funding source: Various Public Works Funds and other County Funds.	
		TERMS (if applicable): These contracts will be for a 3-year term plus two 1-year extension options to be used among the two firms.	
	Explanation: Funding for these services are included in various Public Works funds and other County Departments' funds in FY 2022-23 budgets. Any expenditure from the Public Works General Fund will be included in the Public Works General Fund Budget for that fiscal year. Funds to finance the contract's option years will be requested through the annual budget process.		
PURPOSE OF REQUEST	Award and authorize delegated authority to the Director of Public Works or his designee to execute two consultant services agreements to augment Public Works ability to rapidly provide on-call geotechnical professional and technical services for federally funded and non-federally funded projects throughout the County of Los Angeles.		

BACKGROUND (include internal/ external issues that may exist including any related motions)	<p>The recommended consultant services agreements will augment staff and expertise in the Los Angeles County Public Works to provide on-call geotechnical professional and technical services for federally funded and non-federally funded projects throughout the County of Los Angeles. The volume of requests for engineering services and their turnaround time varies throughout the year. Frequent surges in workload and requests for specialized expertise create the need for the on-call engineering design and support services.</p>
EQUITY INDEX OR LENS WAS UTILIZED	<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If Yes, please explain how: On every contract solicitation, Public Works notifies over 25,000 subscribers in our “Do Business with Public Works” website. Public Works also notifies all Small Businesses registered with WDACS and advertise in regional and small newspapers in each Supervisorial districts. Public Works follows Federal contracting laws where applicable, State laws, Public Contract Code and all Board contracting policies.</p>
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If Yes, please state which one(s) and explain how: This recommendation supports the Board Directed Priority of Sustainability, with the Our County Sustainability Plan as the foundation. The Sustainability Priority focuses on working towards the vision of making the County healthier, more livable, economically stronger, more equitable, and more resilient. The recommended actions will improve the economic and social well-being of our communities while maximizing and leveraging resources.</p>
DEPARTMENTAL CONTACTS	<p>Name, Title, Phone No. & Email:</p> <p>Shari Afshari, Deputy Director, (626) 458-4008 or Cell (626) 695-3831, safshari@dpw.lacounty.gov</p>



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: **GME-0**

July 12, 2022

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

Dear Supervisors:

**CONSTRUCTION-RELATED CONTRACT
PUBLIC CONTRACTING AND ASSET MANAGEMENT CORE SERVICE AREA
ON-CALL GEOTECHNICAL PROFESSIONAL AND TECHNICAL SERVICES FOR
FEDERALLY FUNDED AND NON-FEDERALLY FUNDED PROJECTS
AWARD CONSULTANT SERVICES AGREEMENTS
(ALL SUPERVISORIAL DISTRICTS)
(3 VOTES)**

SUBJECT

Public Works is seeking Board approval to execute two consultant services agreements to augment Public Works ability to rapidly provide on-call geotechnical professional and technical services for federally funded projects throughout the County of Los Angeles.

IT IS RECOMMENDED THAT THE BOARD:

1. Find the proposed action is not a project under the California Environmental Quality Act for the reasons stated in this Board letter.
2. Approve and delegate authority to the Director of Public Works or his designee to execute consultant services agreements with the following two firms: Fugro USA Land, Inc. and Kleinfelder, Inc., to provide on-call geotechnical professional and technical services for federally funded and non-federally funded projects throughout the County of Los Angeles for an initial aggregate not to exceed the program amount of \$5,000,000 for a 3-year term plus two 1-year extension options to be used among the

two firms. Delegate authority to the Director of Public Works or his designee to make any subsequent changes to the contract that Caltrans, as the approving entity for federally funded projects, may subsequently require, provided that such changes: (1) do not increase the cost of the contract, (2) do not materially impact the performance of the contract, and (3) are acceptable to the consultant.

3. Delegate authority to the Director of Public Works or his designee to administer the agreements and at the discretion of the Director of Public Works or his designee to exercise the options extending these contracts for the two 1-year extension options based upon project demands and the level of satisfaction with the services provided.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The recommended consultant services agreements will augment staff and expertise in Public Works to provide on-call geotechnical professional and technical services for federally funded and non-federally funded projects throughout the County. The volume of requests for engineering services and their turnaround time varies throughout the year. Frequent surges in workload and requests for specialized expertise create the need for the on-call engineering design and support services.

Implementation of Strategic Plan Goals

These recommendations support the County Strategic Plan: Strategy II.1, Drive Economic and Workforce Development in the County, Objective II.1.2, Support Small Businesses and Social Enterprises, and Objective II.3.1, Improve Water Quality, Reduce Water Consumption, and Increase Water Supplies; and Strategy III.3, Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability, by improving the environmental, economic, and social well-being of our communities while maximizing and leveraging resources.

FISCAL IMPACT/FINANCING

The initial aggregate not to exceed program amount is \$5,000,000 for a 3-year term plus two 1-year extension options to be used among the two firms. Sufficient funding to finance task orders for these agreements was requested in the appropriate capital, refurbishment, infrastructure, or various Public Works Funds Fiscal Year 2022-23 budgets. Funding to finance the future contract years will be requested through the annual budget process. For capital projects and refurbishments, no work will be assigned

to these consultants without the prior review and funding verification from the Chief Executive Office. For Public Works' infrastructure and maintenance projects, no work will be assigned to these consultants without the appropriate funding authorization.

Funding for these services through various Public Works Funds were requested in the Fiscal Year 2022-23 budget, Federal Funds, and other County Departments. Funds to finance the contract's option years will be requested through the annual budget process.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The recommended consultants are Fugro USA Land, Inc., and Kleinfelder, Inc. The contracts will commence upon completion of Caltrans' financial document audit review of consultant's financials or the Board's approval and execution by both parties, whichever occurs last for a period of 3-years. With the Board's delegated authority, Public Works may renew the contract for two 1-year renewal options for a maximum potential total contract term of 60 months. The recommended consultant services agreements require that consultants demonstrate their good faith efforts to utilize Disadvantaged Business Enterprises.

A standard service contract has been used that contains terms and conditions in compliance with the Board's ordinances, policies, programs, and Federal contracting terms. Community Business Enterprise Participation was not required in the solicitation as it conflicts with Federal regulations. The consultants were selected upon final analysis and consideration without regard to race, creed, gender, or color.

Enclosure A reflects the consultants' minority participation and the Community Business Enterprises participation data.

ENVIRONMENTAL DOCUMENTATION

The proposed action is not a project pursuant to the California Environmental Quality Act (CEQA) because it is an activity that is excluded from the definition of a project by Section 15378(b) of the CEQA Guidelines. The proposed action to award on-call geotechnical professional and technical services is an administrative activity of government, which will not result in direct or indirect changes to the environment. We will return to the Board as necessary for consideration of appropriate environmental documentation pursuant to CEQA before the approval of any activities that constitute a project under CEQA.

CONTRACTING PROCESS

On October 18, 2021, Public Works issued a Request for Proposal (RFP) for on-call geotechnical professional and technical services for federally funded and non-federally funded projects. The RFP was posted on the County's "Doing Business with Us" website (Enclosure B); Public Works' "Do Business with Public Works" website; Twitter; and advertisements were placed in the *Chinese Daily News*, *Daily Breeze*, *Daily Journal*, *La Opinion*, *La Sentinel*, *Pasadena Star News*, *Press Telegram*, *San Gabriel Valley Tribune*, *Santa Monica Daily Press*, and *The Signal*. Also, Public Works informed 1,634 Local Small Business Enterprises; 192 Disabled Veteran Business Enterprises; 180 Social Enterprises; and 1,055 Community Business Enterprises about this business opportunity and 38 firms registered on the Public Works website for the RFP.

A preproposal meeting was held on November 8, 2021, and proposals were due November 22, 2021. A total of seven proposals were received.

The proposals were evaluated by an evaluation committee consisting of Public Works staff. The evaluation was based on criteria described in the RFP, which included experience, work plan, and references, utilizing the informed averaging methodology for applicable criteria. Based on the evaluation of the proposals, the following two firms were selected without regard to race, creed, color, or gender: Fugro USA Land, Inc., and Kleinfelder, Inc. The firms selected represent the best-qualified firms to provide the required services. The selected firms have a 3-year contracting history on file with Public Works.

The recommended consultant services agreements require that consultants demonstrate their good faith efforts to utilize Disadvantaged Business Enterprises. Fugro USA Land, Inc., and Kleinfelder, Inc. are aware of Public Works' Outreach Program and their proposed Disadvantaged Business Enterprise participation is on file with Public Works.

The two selected firms submitted proposals to perform on-call geotechnical professional and technical services for federally funded and non-federally funded projects. Pursuant to Caltrans' Local Assistance Program Guidelines, consultant services agreements for federally funded projects require a financial review of the consultants' cost proposal and draft agreement. As part of this financial review, Caltrans may require changes be made to the contract terms. Public Works will make the required changes only if such changes: (1) do not increase the cost of the contract, (2) do not materially impact the performance of the contract, and (3) are acceptable to the consultant. Public Works has determined that the firms' proposed rates for performing the services are reasonable.

Public Works has evaluated and determined that the Los Angeles County Code 2.201 (Living Wage Program) does not apply to the recommended agreements. These agreements are exempt from the requirements of Proposition A because the services are required on a part time and intermittent basis. Public Works notified the Union on this solicitation.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

There will be no impact on current County services or projects as a result of authorizing the recommended consultant services agreements. These agreements will provide necessary on-call geotechnical professional and technical services for federally funded and non-federally funded projects to assist various County projects in an efficient manner, enhancing the delivery of Public Works and County projects.

CONCLUSION

Please return one adopted copy of this Board letter to Public Works, Geotechnical and Materials Engineering Division.

Respectfully submitted,

MARK PESTRELLA, PE
Director of Public Works

MP:HA:kw

Enclosures

c: Chief Executive Office (Chia-Ann Yen)
County Counsel
Executive Office

**PROPOSERS' UTILIZATION PARTICIPATION AND COMMUNITY BUSINESS ENTERPRISE PROGRAM INFORMATION
FOR ON-CALL GEOTECHNICAL PROFESSIONAL AND TECHNICAL SERVICES FOR
FEDERALLY-FUNDED PROJECTS**

SELECTED FIRMS

	Proposer Name*	Local SBE	SBE	Minority	Women	Disadvantaged	DisabledVet	LGBTQQ
1	Fugro USA Land, Inc.							
	A3GEO, Inc.**		X			X		
	Aesco, Inc.**		X		X	X		
	American Integrated Services**			X				
	AP Engineering & Testing, Inc.**		X	X		X		
	DR Consultants & Desginers, Inc.**		X		X	X		
	Full Traffic Maintenance, Inc.**		X	X		X		
	Gregg Drilling, LLC**		X	X				
	Tri County Drilling**		X		X	X		
	Watearth**	X	X		X	X		
2	Kleinfelder, Inc.							
	Aesco, Inc.**		X		X	X		
	AP Engineering & Testing, Inc.**		X	X		X		
	Advanced Technology Laboratories, Inc., dba Asset Laboratories**				X	X		
	Jet Drilling, Inc.**		X	X		X		
	Martini Drilling Corp**					X		

NON-SELECTED FIRMS

	Proposer Name*	Local SBE	SBE	Minority	Women	Disadvantaged	DisabledVet	LGBTQQ
3	Hushmand Associates, Inc.							
	ABC Liovin Drilling, Inc.**		X					
	Belshire Enviornmental Services, Inc.**		X		X			
	California Barcade, Inc.**		X		X			
	Environmental Treatment & Technology, Inc. dba Advanced Technology Laboratories**	X	X	X		X		
	GeoVision**		x					
	Kehoe Testing**		x					
	Martini Drilling Corp.**		x	x		x		

**PROPOSERS' UTILIZATION PARTICIPATION AND COMMUNITY BUSINESS ENTERPRISE PROGRAM INFORMATION
FOR ON-CALL GEOTECHNICAL PROFESSIONAL AND TECHNICAL SERVICES FOR
FEDERALLY-FUNDED PROJECTS**

NON-SELECTED FIRMS (Continued)

	Proposer Name*	Local SBE	SBE	Minority	Women	Disadvantaged	DisabledVet	LGBTQQ
4	Ninyo & Moore Geotechnical and Environmental Sciences Consultants			x				
	Aesco, Inc.**		x		x	x		
	Edifica USA, LLC**		x			x		
	Martini Drilling**					x		
	Tri-County Drilling, Inc.**		x		x	x		
	VN Tunnel & Underground**					x		
5	Parikh Consultants, Inc.		x	x		x		
6	Tetra Tech, Inc							
	2r Drilling, Inc.**		x					
	ABC Liovin Drilling, Inc.**		x					
	Aesco, Inc.**		x		x	x		
	AP Engineering and Testng, Inc.**		x		x	x		
	Belshire Environmental Services, Inc.**		x		x			
	DC Traffic Control**	x	x	x		x		
	Engineering Design Consultants, Inc.**					x		
	GeoVision**		x					
	Hushmand Associates, Inc.**		x					
	Jet Drilling, Inc.**		x	x		x		
7	Twining, Inc.							
	Aragon Geotechnical, Inc.**		x	x		x		
	Martini Drilling**		x	x		x		
	Belshire Environmental Services, Inc.**		x		x			
	GeoVision**		x					

*Information provided by proposers in response to the Request for Proposal. On final analysis and consideration of award, vendors were selected without regard to race, creed, gender, or color.

**As needed subcontractors to the proposers.

**PROPOSERS' UTILIZATION PARTICIPATION AND COMMUNITY BUSINESS ENTERPRISE PROGRAM INFORMATION
FOR ON-CALL GEOTECHNICAL PROFESSIONAL AND TECHNICAL SERVICES FOR
FEDERALLY-FUNDED PROJECTS**

FIRM INFORMATION*		Fugro USA Land, Inc.	Hushmand Associates, Inc.	Kleinfelder, Inc.	Ninyo & Moore	Parikh Consultants, Inc.	Tetra Tech, Inc.	Twining, Inc.
BUSINESS STRUCTURE		Corporation	Corporation	Corporation	Corporation	Corporation	Corporation	Corporation
CULTURAL/ETHNIC COMPOSITION		NUMBER/% OF OWNERSHIP						
OWNERS/PARTNERS	Black/African American	1	0	0	0	0	5	0
	Hispanic/Latino	0	0	0	1	0	7	0
	Asian or Pacific Islander	0	0	0	0	4	0	0
	American Indian	0	0	0	0	0	0	0
	Filipino	0	0	0	0	0	15	0
	White	14	1	0	0	1	301	2
	<i>Female (included above)</i>	5	1	0	0	5	49	2
		NUMBER						
MANAGER	Black/African American	7	0	3	0	0	38	1
	Hispanic/Latino	12	1	16	2	0	64	2
	Asian or Pacific Islander	11	0	0	8	4	2	3
	American Indian	1	1	0	0	0	4	0
	Filipino	0	0	0	2	0	67	0
	White	115	2	235	26	1	1000	24
	<i>Female (included above)</i>	24	1	60	6	1	379	9
STAFF	Black/African American	105	0	78	9	0	1150	12
	Hispanic/Latino	114	3	227	38	2	816	62
	Asian or Pacific Islander	86	5	175	26	11	23	17
	American Indian	1	0	8	0	0	51	1
	Filipino	0	0	0	2	0	574	0
	White	561	14	1500	170	2	5376	121
	<i>Female (included above)</i>	221	2	675	36	5	3073	30
Total No. of Employees		1,013	26	2,242	283	20	9,165	243

COUNTY CERTIFICATION								
CBE	N/A	N/A	N/A	Y	N/A	N/A	N/A	N/A
LSBE	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
OTHER CERTIFYING AGENCY	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A

*Information provided by proposers in response to the Request for Proposal. On final analysis and consideration of award, vendors were selected without regard to race, creed, gender, or color.

**AWARD BOARD LETTER
MINORITY VERIFICATION SHEET**

DIVISION	GEOTECHNICAL AND MATERIALS ENGINEERING DIVISION
AGENDA DATE	July 12, 2022
SUBJECT: CONSTRUCTION-RELATED CONTRACT PUBLIC CONTRACTING AND ASSET MANAGEMENT CORE SERVICE AREA ON-CALL GEOTECHNICAL PROFESSIONAL AND TECHNICAL SERVICES FOR FEDERALLY FUNDED AND NON-FEDERALLY FUNDED PROJECTS AWARD CONSULTANT SERVICES AGREEMENTS (ALL SUPERVISORIAL DISTRICTS) (3 VOTES)	
How many of the proposers are certified local small business enterprises (LSBE) or certified minority, women, disadvantaged, or disabled veteran businesses (CBE)?	
<i>Answer: One proposer is certified as a CBE.</i>	
How many of the contract awards are going to certified local small business enterprises (LSBE) or certified minority, women, disadvantaged, or disabled veteran businesses (CBE)?	
<i>Answer: None</i>	

Home / Business Opportunities / Project Summary

dpw.lacounty.gov

Project Summary

Project ID:

BRC0000289

Project Name:

On-Call Geotechnical Professional and Technical Services for Federally-Funded Projects

Scope of Services:

Los Angeles County Public Works is requesting proposals from qualified firms to provide On-Call Geotechnical Professional and Technical Services for Federally-Funded Projects throughout the Los Angeles County.

RFP Issue Date:

10/18/2021

Proposal Due Date:

11/22/2021 04:00 PM

Contact Person:**Name:**

Loydi N Nguyen

Phone:

626-458-2180

Email:

[Send Email](#)

Estimate:

\$5,000,000

Plan Holders:

Prime | Sub

Bids may be submitted electronically using Bid Express, www.BidExpress.com
Documents

Document	Description
RFP	RFP
Preproposal Conference	Preproposal Conference

Notice to Proposers A
dpw.lacounty.gov

Notice to Proposers A

Preproposal Power Point and Sign-In
Sheet

Preproposal Power Point and Sign-In
Sheet

Notice to Proposers B

Notice to Proposers B

lacounty.gov

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[Feedback](#)







(/LACoBids/)


lacounty.gov

Home (/LACoBids/)

Solicitation Information

Solicitation Number:	BRC0000289		
Title:	On-Call Geotechnical Professional and Technical Services for Federally-Funded Projects		
Department:	Public Works		
Bid Type:	Service	Bid Amount:	\$5,000,000.00
Commodity:	CONSULTING SERVICES-GEOLOGICAL AND STUDY		

Description:	<p>The County of Los Angeles Department of Public Works (Public Works) is inviting proposals from qualified firms to provide on-call geotechnical professional and technical services throughout County of Los Angeles.</p> <p>These contracts will be used for Federally-funded projects and non-Federally funded projects. All Federally-funded projects are subject to (Local Assistance Procedures Manual (LAPM) for A&E Consultant requirements: Chapter 10 Consultant Selection:</p> <p>https://dot.ca.gov/-/media/dot-media/programs/local-assistance/documents/lapm/ch10.pdf</p> <p>The objective of this solicitation is to select up to two firms that are the best qualified to provide the requested services.</p> <p>The selected Consultant will be required to follow all pertinent local, State, and Federal laws and regulations and meet the Disadvantaged Business Enterprise (DBE) contract goal set at 14%. Proposer and their subconsultant team will be required to provide their current Indirect Cost Rate (ICR) on Exhibit 10-H, Cost Proposal or apply for a Safe Harbor Rate with Caltrans.</p> <p>Optional Pre-Proposal Conference: A pre-proposal virtual conference to answer questions concerning the project will be held on November 8, 2021 at 10:00 a.m., via Microsoft Teams. The Link will be posted on Public Works' website the day of the virtual pre-proposal meeting at 9 a.m. to access sign-in sheet for the preproposal meeting.</p> <p>Visit Public Works' Website at https://dpw.lacounty.gov/contracts/opportunities.aspx to access RFP documents and notices relating to the project (BRC0000289).</p> <p>Notice to Proposers A, dated 10/28/21 is posted. Notice to Proposers B, dated 11/10/21 is posted</p> <p>Please submit your questions concerning this project no later than November 8th by 5 p.m., to person listed below.</p> <p style="text-align: right;">Less</p>		
Open Day:	10/18/2021	Closed Date:	11/22/2021 4:00:00 PM
Contact Name:	Loydi Nguyen	Contact Phone:	(626) 458-2180
Contact Email:	LNguyen@pw.lacounty.gov		
Notice of Intent to Award (0) :	<div>  Click here to view notice intent to award list. </div>		
Solicitation Award (0) :	<div>  Click here to view award list. </div>		

Last Changed On:	11/10/2021 5:42:11 PM
Attachment File (0) :	 Click here to download attachment files.



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BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	6/15/2022		
BOARD MEETING DATE	7/12/2022		
SUPERVISORIAL DISTRICT AFFECTED	<input type="checkbox"/> All <input type="checkbox"/> 1 st <input checked="" type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input type="checkbox"/> 4 th <input type="checkbox"/> 5 th		
DEPARTMENT(S)	Public Works		
SUBJECT	Construction Contract for the Vermont Avenue Pedestrian Improvements Project		
PROGRAM	Metro ExpressLanes Net Toll Revenue Reinvestment Grant 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:		
DEADLINES/ TIME CONSTRAINTS	There is urgency to start construction as soon as possible to expend funds against the Metro grant to comply with the funding reimbursement guidelines.		
COST & FUNDING	Total cost: \$8,400,000	Funding source: Funding for this project is included in the Second Supervisorial District's Transportation Improvement Program in the Proposition C Local Return Fund and Measure R Local Return Fund Fiscal Year 2022-23 Budgets.	
	TERMS (if applicable):		
	Explanation:		
PURPOSE OF REQUEST	Board approval to procure a construction contract for the Vermont Avenue Pedestrian Improvements Project in the City of Los Angeles and the unincorporated communities of Athens and Westmont.		
BACKGROUND (include internal/external issues that may exist including any related motions)	Funds will be used to improve landscape and streetscape improvements along Vermont Avenue, from 108th Street to 122nd Street, including permeable concrete pavers, nonpermeable interlocking concrete pavers at bus stops, decorative crosswalks, wayfinding signage, planting of drought tolerant trees with fully automated irrigation system, flow-through filtration planters, and pedestrian and bicycle safety improvements. Multiple community meetings were held; the communities, Board, and City of Los Angeles are in support of the project.		
EQUITY INDEX OR LENS WAS UTILIZED	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how: The included improvements will support all roadway users, and provide needed American with Disabilities Act compliance in this historically disadvantaged community.		
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: Board Priority No. 7: Sustainability. The project will improve access for pedestrians and transit users to Metro Green Line Vermont/Athens Station. Board Priority No. 9: Poverty Alleviation. The project will require a certain percentage of the work be performed by Disadvantaged Business Enterprises.		
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Steve Burger, Deputy Director, (626) 458-4018, cell (626) 476-9847, sburger@pw.lacounty.gov		

VERMONT AVENUE PEDESTRIAN IMPROVEMENTS

Location Map



Data contained in this map is produced in whole or part from the Los Angeles County Department of Public Works' digital database.



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

July 12, 2022

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

Dear Supervisors:

**CONSTRUCTION CONTRACT
TRANSPORTATION CORE SERVICE AREA
DELEGATE AUTHORITY TO ADOPT, ADVERTISE, AND AWARD
VERMONT AVENUE PEDESTRIAN IMPROVEMENTS
PROJECT ID NO. RDC0016303
IN THE CITY OF LOS ANGELES AND
IN THE UNINCORPORATED COMMUNITIES OF ATHENS AND WESTMONT
(SUPERVISORAL DISTRICT 2)
(3 VOTES)**

SUBJECT

Public Works is seeking Board approval to carry out accelerated delivery of the Vermont Avenue Pedestrian Improvements Project in the City of Los Angeles and the unincorporated communities of Athens and Westmont.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the proposed project is exempt from the provisions of the California Environmental Quality Act for the reasons stated in this Board letter and in the record of the project.
2. Approve the project and delegate authority to the Director of Public Works or his designee to adopt the plans and specifications and advertise for bids at an estimated construction contract cost between \$4,500,000 and \$6,700,000 for the Vermont Avenue Pedestrian Improvements Project.

3. Delegate authority to the Director of Public Works or his designee to instruct the Executive Officer of the Board to advertise for bids in accordance with the instruction sheet for Publishing Legal Advertisement with the Notice Inviting Bids when ready to advertise this project.
4. Delegate authority to the Director of Public Works or his designee to determine whether the bid of the apparent responsible contractor with the lowest apparent responsive bid is, in fact, responsive and, if not responsive, to determine which apparent responsible contractor submitted the lowest responsive bid.
5. Delegate authority to the Director of Public Works or his designee to award and execute a construction contract for the Vermont Avenue Pedestrian Improvements Project with the responsible contractor with the lowest responsive bid less than, within, or exceeding the estimated cost range by no more than 15 percent if additional and appropriate funds have been identified.
6. Delegate to the Director of Public Works or his designee the following authority in connection with this contract: (1) extend the date and time for the receipt of bids consistent with the requirements of State Public Contract Code, Section 4104.5; (2) allow substitution of subcontractors and relief of bidders upon demonstration of the grounds set forth in State Public Contract Code, Sections 4100 et seq. and 5100 et seq., respectively; (3) approve and execute change orders within the same monetary limits delegated to the Director of Public Works or his designee under Section 2.18.050 of the Los Angeles County Code; (4) accept the project upon its final completion; and (5) release retention money withheld consistent with the requirements of State Public Contract Code, Sections 7107 and 9203.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommended actions will find that the project is exempt from the California Environmental Quality Act (CEQA) and allow Public Works to accelerate construction to comply with grant deadlines for the Vermont Avenue Pedestrian Improvements Project, which will improve landscape and streetscape improvements along Vermont Avenue from 108th Street to 122nd Street in the City of Los Angeles and the unincorporated communities of Athens and Westmont (see Enclosure).

The project includes installing permeable concrete pavers, nonpermeable interlocking concrete pavers at bus stops, decorative crosswalks, wayfinding signage, planting of drought tolerant trees with fully automated irrigation systems, flow-through filtration

planters, and pedestrian and bicycle safety improvements. The project will improve access for pedestrians and transit users to Metro Green Line Vermont/Athens Station.

Design of the project is anticipated to be completed no later than August 2022, and the project will be advertised immediately thereafter. It is anticipated the work will start in December 2022 and be completed in August 2024.

Implementation of Strategic Plan Goals

These recommendations support the County Strategic Plan: Strategy III.3, Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability, Objective III.3.2, Manage and Maximize County Assets by supporting ongoing efforts to manage and improve public infrastructure assets.

FISCAL IMPACT/FINANCING

There will be no impact to the County General Fund.

The estimated construction contract cost to complete this project is in the range of \$4,500,000 to \$6,700,000. The total project is estimated to be \$8,400,000. In addition to the construction contract, the total project cost includes the preparation of plans and specifications, consultant services, survey, environmental clearance, right-of-way and utility clearances, inspection, contract administration, change order contingency, and other County services.

A portion of the project is within the City of Los Angeles. The City will finance its jurisdictional share of the project cost, estimated to be \$84,000, under the Street Services Memorandum of Understanding between the County and the City, which was approved by the Board on January 30, 2001.

The Vermont Green Line intersection improvement portion of the project will be administered utilizing Los Angeles County Metropolitan Transportation Authority (Metro) ExpressLanes Net Toll Revenue Reinvestment grant funds in the amount of \$1,626,000 through the Round 2 of the Metro ExpressLanes Net Toll Revenue Reinvestment Grant Program. The Vermont Avenue streetscape improvements portion of the project will be administered utilizing Metro Local Transportation grant funds through the 2013 Metro Call for projects in the amount of \$765,000. The remaining costs of the intersection improvements in the amount of \$2,140,000, and the streetscape improvements in the amount of \$3,785,000 are funded with the Second Supervisorial District's Transportation

Improvement Program Proposition C Local Return and Measure R Local Return funds, respectively.

Funding for this project is included in the Second Supervisorial District's Transportation Improvement Program in the Proposition C Local Return Fund (CN9 - Capital Assets-Infrastructure and Services and Supplies) and Measure R Local Return Fund (CN5 - Capital Assets-Infrastructure and Services and Supplies) Fiscal Year 2022-23 Budgets.

The annual maintenance cost of the streetscaping improvements is estimated to be \$25,000. Commencing in Fiscal Year 2024-25, funding for the ongoing maintenance cost will be made available and be requested through the annual budget process.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

This project will be advertised in accordance with Section 20392 of the State Public Contract Code.

The contract award will comply with applicable Federal and State requirements and Board policies and mandates. The contract documents will require the contractor to comply with these same requirements, policies, and mandates. The construction contract will be in the form previously reviewed and approved as to form by County Counsel.

As required by Board Policy No. 5.140, information such as defaulted contracts with the County, complaints filed with the Contractors State License Board, labor violations, and debarment actions will be considered before a contract is awarded.

Documents related to award of this contract will be available at Los Angeles County Public Works, Project Management Division III, 900 South Fremont Avenue, 8th Floor, Alhambra, CA 91803.

ENVIRONMENTAL DOCUMENTATION

The proposed project is exempt from CEQA. The project to provide for minor alteration of existing public or private structures, addition of safety protection devices, new gardening or landscaping, modification of existing traffic signal system, and reconstruction of curbs and sidewalks is within a class of projects that have been determined not to have a significant effect on the environment, which meets the criteria set forth in Sections 15301 (c) and (f) and 15304 (b) of State CEQA Guidelines and Class 1 (i) and (x) Subsections 4, 7, and 14 and Class 4 (c) of the County's Environmental Reporting Procedures and Guidelines, Appendix G. In addition, based on the proposed

project records, it will comply with all applicable regulations, 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 to the significance of a historical resource that would make the exemptions inapplicable.

CONTRACTING PROCESS

In accordance with the Board's consolidated Local and Targeted Worker Hire Policy, the contract documents will require that at least 30 percent of the total California craft worker hours for construction of the project be performed by Local Residents and at least 10 percent be performed by Targeted Workers facing employment barriers.

To increase contractor awareness of Public Works' program to contract work out to the private sector, this project will be listed on both the County's "Doing Business with the County" and "Do Business with Public Works" websites for open bids:

<http://www.lacounty.gov/business/doing-business-with-the-county>

<http://pw.lacounty.gov/general/contracts/opportunities>

Also, the contract solicitation will be advertised through web-based and social media platforms, including Twitter.

In addition, in order to increase opportunities for small businesses, Public Works will be coordinating with the Office of Small Business at the Department of Consumer and Business Affairs to maximize outreach, as well as offering preferences to Local Small Business Enterprises, Social Enterprises, and Disabled Veteran Business Enterprises in compliance with Los Angeles County Code, Chapters 2.204, 2.205, and 2.211

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The Vermont Avenue Pedestrian Improvements Project will have a positive impact by reducing pedestrian exposure to vehicles, improve driver compliance with crossings, better control of vehicle speeds, improve safety for people walking, and bicycling to the Vermont Green Line Station thereby increasing transit ridership.

The Honorable Board of Supervisors
July 12, 2022
Page 6

CONCLUSION

Please return an adopted copy of this letter to Public Works, Project Management Division III.

Respectfully submitted,

MARK PESTRELLA, PE
Director of Public Works

MP:RLG:ja

Enclosure

c: Chief Executive Office (Chia-Ann Yen)
County Counsel
Executive Office
Internal Services Department (Countywide Contract Compliance)

VERMONT AVENUE PEDESTRIAN IMPROVEMENTS

Location Map



Data contained in this map is produced in whole or part from the Los Angeles County Department of Public Works' digital database.

BOARD LETTER/MEMO CLUSTER FACT SHEET

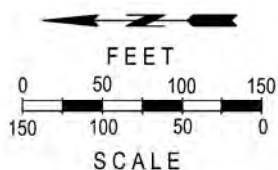
☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	6/15/2022				
BOARD MEETING DATE	7/12/2022				
SUPERVISORIAL DISTRICT AFFECTED	<input type="checkbox"/> All <input type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input checked="" type="checkbox"/> 4 th <input type="checkbox"/> 5 th				
DEPARTMENT(S)	Public Works				
SUBJECT	PUBLIC CONTRACTING AND ASSET MANAGEMENT CORE SERVICE AREA ACQUISITION OF AN EASEMENT FOR THE COUNTY OF LOS ANGELES WEST OF CRENSHAW BOULEVARD AND SOUTH OF REDONDO BEACH BOULEVARD, PARCEL 2-17E, IN THE CITY OF TORRANCE (SUPERVISORIAL DISTRICT 4) (3 VOTES)				
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:				
DEADLINES/ TIME CONSTRAINTS					
COST & FUNDING	Total cost: \$105,200	Funding source: B03			
	TERMS (if applicable):				
	Explanation: The total cost represents the purchase price for the easement.				
PURPOSE OF REQUEST	Acquisition of an easement for ingress and egress purposes from the El Camino Junior College District of the County of Los Angeles.				
BACKGROUND (include internal/external issues that may exist including any related motions)	In 1976 the College and the County constructed a bridge, commonly referred to as El Camino College Bridge, over Redondo Beach Boulevard to provide access between the College main campus and the parking lot. The bridge has been constructed and the County requires access to the bridge from Crenshaw Boulevard for all future maintenance, as required, pursuant to an agreement with the State of California since Federal funds were utilized for the original project.				
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: Sustainability–Acquiring this easement will meet this priority by not only providing access for County crews to maintain County infrastructure but also providing passage for all vehicular and pedestrians using the bridge.				
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Shari Afshari, Deputy Director, (626) 458-4008, safshari@pw.lacounty.gov				

REDONDO BEACH BOULEVARD



LEGEND



EASEMENT FOR INGRESS AND EGRESS PURPOSES
TO THE COUNTY OF LOS ANGELES.
PARCEL NO. 2-17E

FOR REFERENCE PURPOSES ONLY



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: **SMP-6**

July 12, 2022

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

Dear Supervisors:

**PUBLIC CONTRACTING AND ASSET MANAGEMENT CORE SERVICE AREA
ACQUISITION OF AN EASEMENT
FOR THE COUNTY OF LOS ANGELES
WEST OF CRENSHAW BOULEVARD AND
SOUTH OF REDONDO BEACH BOULEVARD, PARCEL 2-17E,
IN THE CITY OF TORRANCE
(SUPERVISORIAL DISTRICT 4)
(3 VOTES)**

SUBJECT

Public Works is seeking Board approval for the acquisition of an easement for ingress and egress purposes from the El Camino Junior College District of the County of Los Angeles, in the City of Torrance.

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.
2. Approve the project, which is the acquisition of an easement to the County of Los Angeles for ingress and egress purposes located west of Crenshaw Boulevard and south of Redondo Beach Boulevard, designated as Parcel 2-17E, in the City of Torrance, from the El Camino Junior College District of the County of Los Angeles for \$105,200.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommended actions will find that the project is exempt from the California Environmental Quality Act (CEQA) and will obtain approval from the Board of Supervisors for the acquisition of an easement to the County of Los Angeles for ingress and egress purposes from the El Camino Junior College District of the County, located west of Crenshaw Boulevard and south of Redondo Beach Boulevard, designated as Parcel 2-17E, in the City of Torrance, as shown on the enclosed map, for \$105,200. The County requires this easement to maintain a bridge, commonly referred to as El Camino College Bridge, that spans Redondo Beach Boulevard between the City of Torrance and the unincorporated area of the County within the community of El Camino Village and connects two parcels owned by the College. The easement provides the County access to the bridge from Crenshaw Boulevard.

As part of a joint project in 1976, the College and the County entered into an agreement to share in the costs for the planning, design, and construction of the bridge to provide for vehicular and pedestrian access over Redondo Beach Boulevard between the College main campus and the parking lot. The bridge was constructed, and the County is required to maintain the bridge pursuant to an agreement with the State of California since Federal funds were utilized as part of the joint project. The easement consists of approximately 27,186 square feet and it is necessary for the County to access and maintain the bridge.

Implementation of Strategic Plan Goals

These recommendations support the County Strategic Plan: Strategy III.3, Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability, by allowing the County to provide access to the bridge to efficiently facilitate operations, maintenance, and repair activities, thereby improving the quality of life for the employees, students, and visitors of the College.

FISCAL IMPACT/FINANCING

There will be no significant impact to the County General Fund.

The cost to acquire this easement is \$105,200. Funding is included in the Road Fund (B03-Capital Assets-Infrastructure) Fiscal Year 2022-23 Budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

An offer was made to the College, which executed the Agreement to Convey and Claim for Payment for a negotiated purchase price of \$105,200. Acquisitions with a value in excess of \$75,000 must be approved by the Board.

ENVIRONMENTAL DOCUMENTATION

The proposed project is exempt from CEQA. The project authorizes the acquisition of an easement to maintain the bridge and, therefore, is within a class of projects that have been determined not to have a significant effect on the environment and which meets the criteria set forth in Section 15301 of the State CEQA Guidelines and Class 1 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 and there are no cumulative impacts, unusual circumstances, damage to scenic highways, or 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 recommended action will facilitate improved access to the bridge for maintenance. There will be no significant impact to current services or projects.

CONCLUSION

Please return one adopted copy of this letter to Public Works, Survey/Mapping & Property Management Division.

Respectfully submitted,

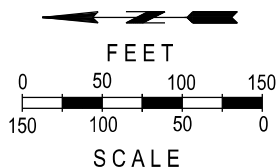
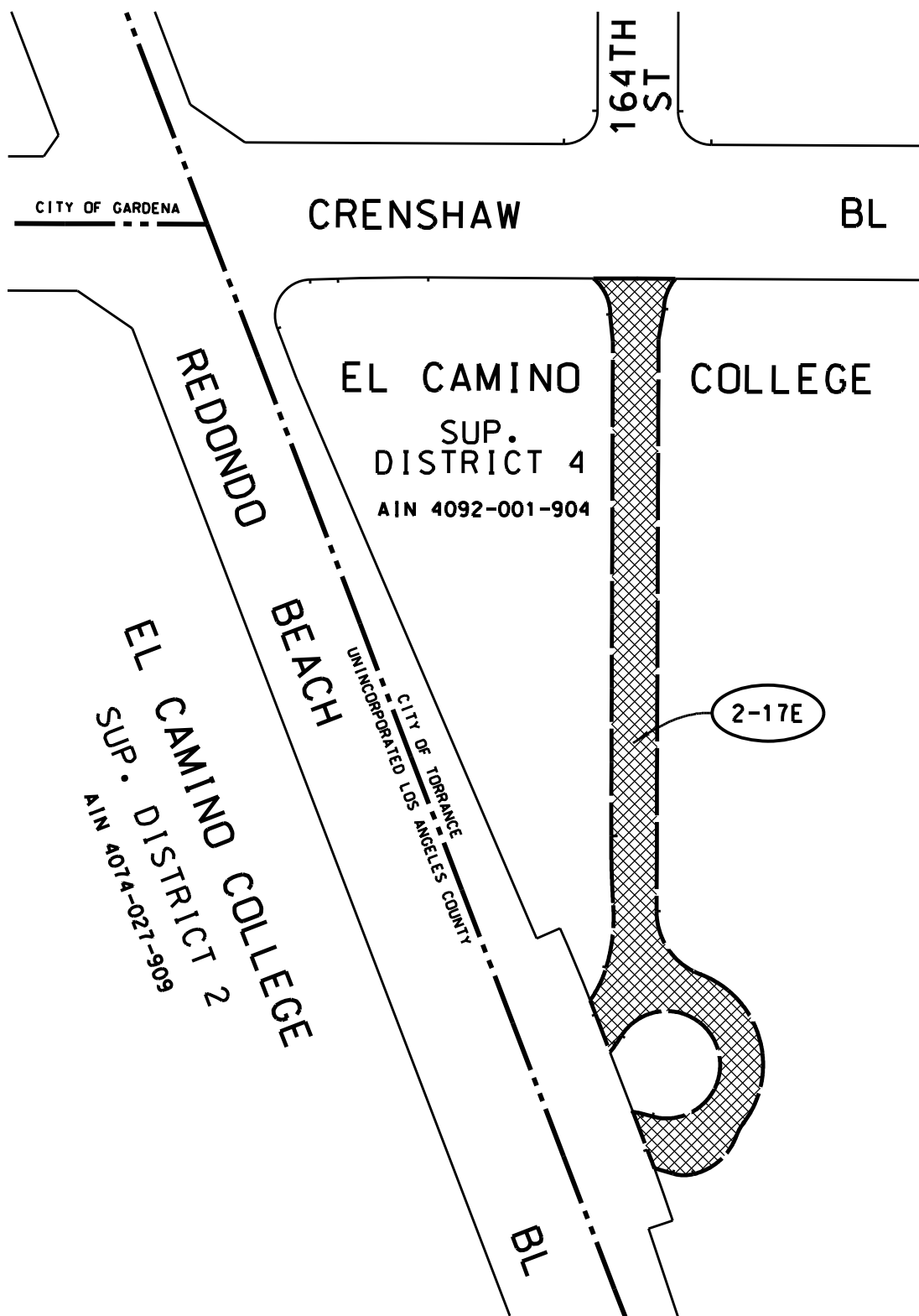
MARK PESTRELLA, PE
Director of Public Works

MP:GE:vu

Enclosure

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

REDONDO BEACH BOULEVARD



LEGEND



EASEMENT FOR INGRESS AND EGRESS PURPOSES
TO THE COUNTY OF LOS ANGELES.
PARCEL NO. 2-17E

FOR REFERENCE PURPOSES ONLY

BOARD LETTER/MEMO CLUSTER FACT SHEET

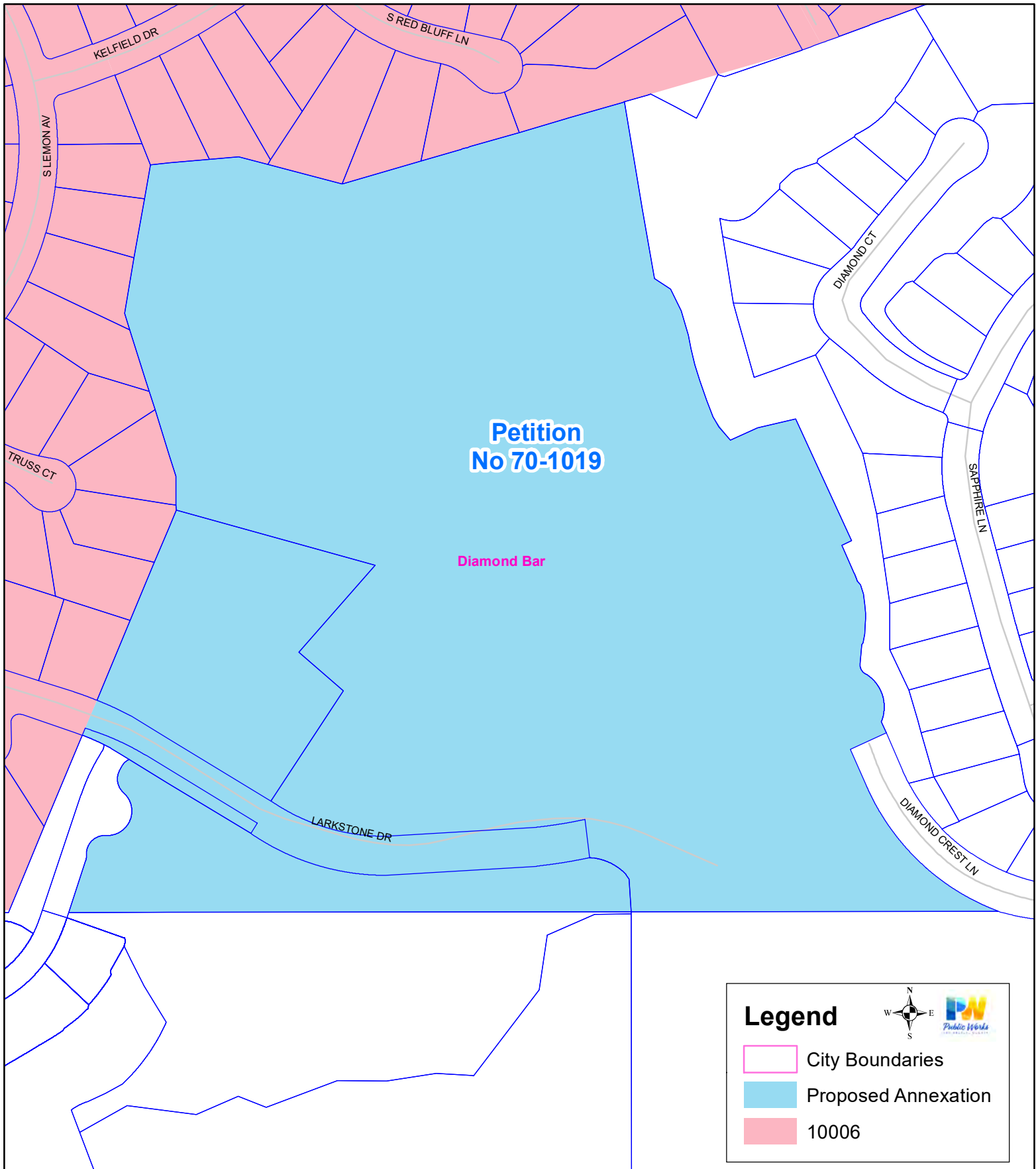
☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	06/15/2022	
BOARD MEETING DATE:	07/12/2022	
SUPERVISORIAL DISTRICT AFFECTED	<input type="checkbox"/> All <input checked="" 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)	Public Works	
SUBJECT	Annexation and Levy of Assessments for County Lighting Districts in the City of Diamond Bar – Petition No. 70-1019.	
PROGRAM	County Street Lighting Districts	
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:	
DEADLINES/ TIME CONSTRAINTS	September 2022 (To provide sufficient time to complete remaining tasks to receive revenues from the benefiting parcels in Fiscal Year 2023-24).	
COST & FUNDING	Total Cost: \$918	Funding Source: County Lighting Maintenance District 10006 Fund
	TERMS (if applicable):	
	Explanation: The estimated annual cost to operate and maintain streetlights in the annexed territory is \$918. Sufficient funding will be included in Fiscal Year 2023-24 Budget.	
PURPOSE OF REQUEST	The proposed annexation of the petition area to the County Lighting Districts serving the City of Diamond Bar will provide funding to continue operation of seven existing streetlights.	
BACKGROUND (Include internal/external issues that may exist including any related motions)	<ul style="list-style-type: none"> The Board previously approved and filed Petition No. 70-1019 and ordered Public Works to prepare an Engineer's Report for the petitioned area. The proposed annexation and levy of assessments, as well as exchange of property tax with other taxing agencies will provide funding for the continued operation and maintenance of streetlights. Proposition 218 assessment ballot and notice of the public hearing will be mailed to the affected property owners 45 days in advance of the August 30, 2022, hearing. Provided there is no majority protest, the Board may adopt a resolution ordering the levying of assessment in Fiscal Year 2023-24 upon conclusion of the public hearing. 	
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: Sustainability. Approval of the annexation provides the funding necessary for the operation and maintenance of streetlights.	
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Steve Burger, Deputy Director, (626) 458-4018, sburger@pw.lacounty.gov	

PROPOSED ANNEXATION TO COUNTY LIGHTING DISTRICTS SUPERVISORIAL DISTRICT 1





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

July 12, 2022

IN REPLY PLEASE
REFER TO FILE:

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:

**TRANSPORTATION CORE SERVICE AREA
ANNEXATION AND LEVYING OF ASSESSMENTS FOR COUNTY LIGHTING
DISTRICTS IN THE CITY OF DIAMOND BAR
(SUPERVISORIAL DISTRICT 1)
(3 VOTES)**

SUBJECT

Public Works is seeking Board approval and authorization to (1) annex Petition No. 70-1019 located in the City of Diamond Bar to County Lighting Maintenance District 10006 and County Lighting District Landscaping and Lighting Act-1, Diamond Bar Zone; (2) order the levying of assessments for street lighting purposes; and (3) approve the negotiated exchange of property tax revenues among those nonexempt taxing agencies whose service areas are subject to the jurisdictional changes.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the proposed project is categorically exempt from the provisions of the California Environmental Quality Act for the reasons stated in this letter and record of the action.
2. Approve the Engineer's Report for Petition No. 70-1019, either as filed or as modified, for the annexation of territory to County Lighting Maintenance District 10006 and County Lighting District Landscaping and Lighting Act-1, Diamond Bar Zone; and the levying of assessments within the annexed territory for street lighting purposes. The proposed annexation area is in the City of Diamond Bar.

3. Adopt the Resolution of Intention to Annex Territory to County Lighting Maintenance District 10006 and County Lighting District Landscaping and Lighting Act-1, Diamond Bar Zone; and Order the Levying of Assessments within the Annexed Territory for Fiscal Year 2023-24 whose area and boundary are identified on the diagram included in the resolution.
4. Set a date for a public hearing regarding the proposed annexation and levying of annual assessments within the annexed territory for street lighting purposes based on the approved Engineer's Report, which establish assessments for the petition area based on land use type with an annual base assessment rate for a single-family residence of \$13 for the Diamond Bar Zone of County Lighting District Landscaping and Lighting Act-1.
5. Instruct the Executive Officer of the Board to cause notice of the public hearing by mail at least 45 days prior to the scheduled public hearing date of Tuesday, August 30, 2022, pursuant to Section 53753 of the California Government Code. The mailed notice will include assessment ballots.
6. Instruct the Executive Officer of the Board to cause notice of the public hearing to be posted in three conspicuous places within the territory to be annexed and to publish the notice of public hearing once a week for two successive weeks in a newspaper of general circulation. Such posting and publication to be completed at least 10 days prior to the date of hearing, pursuant to the California Streets and Highways Code Section 5838.

AFTER THE PUBLIC HEARING, IT IS RECOMMENDED THAT THE BOARD:

1. Find that the annexation and assessments are for the purpose of meeting operating expenses; purchasing supplies, equipment, or materials; meeting financial reserve needs and requirements; and obtaining funds for capital projects, including the operation and maintenance of existing streetlights necessary to maintain service within the proposed annexation territory.
2. Order changes, if needed, in any matters provided in the Engineer's Report, including changes in the improvements, the proposed diagrams, and/or proposed assessments.
3. Order the tabulation of assessment ballots submitted, and not withdrawn, in support of or in opposition to the proposed assessments.

4. Determine whether a majority protest the proposed annexation or assessments exists.
5. Make a finding terminating the annexation, levying of assessments, and property tax transfer proceedings in the petition territory where the proposed annexation and levying of assessments have been rejected as a result of a majority protest and refer the matter back to Public Works.
6. If there is no majority protest against the proposed annexation or assessments:
 - a. Adopt the Resolution Ordering Annexation of Territory to County Lighting Maintenance District 10006 and County Lighting District Landscaping and Lighting Act-1, Diamond Bar Zone, Confirming a Diagram and Assessment, and Levying of Assessments within the Annexed Territory for Fiscal Year 2023-24, either as proposed or as modified by the Board. The adoption of the resolution ordering annexation shall constitute the levying of assessments in Fiscal Year 2023-24.
 - b. Adopt the joint resolutions between the Board and other taxing agencies approving and accepting the negotiated exchange of property tax revenues resulting from the annexation of territory to County Lighting Maintenance District 10006 as approved by the nonexempt taxing agencies.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommended actions will find that the project is exempt from the California Environmental Quality Act (CEQA) Guidelines and allow the Board to: (1) annex the territory known as Petition No. 70-1019 (Larkstone Drive) to County Lighting Maintenance District (CLMD) 10006 and County Lighting District (CLD) Landscaping and Lighting Act-1 (LLA-1), Diamond Bar Zone (collectively, County Lighting Districts); (2) levy assessments in FY 2023-24 on each lot or parcel lying within the proposed annexed territory based on land use categories that designate usage units on the basis of benefits received; and (3) approve the exchange of property tax revenues between CLMD 10006 and other nonexempt taxing entities whose service areas are subject to the jurisdictional changes.

Annexation of territory to the County Lighting Districts is required prior to the installation of new streetlights requested by property owners or for the continued operation and maintenance of existing streetlights. The approved petition is for the continued operation and maintenance of existing streetlights.

There will be levying of annual assessments within the annexed territory for street lighting based on land use type with an annual base assessment rate for a single-family residence of \$13 and proportionately higher rates for other land uses for the Diamond Bar Zone.

Implementation of Strategic Plan Goals

These recommendations support the County Strategic Plan: Strategy II.2, Support the Wellness of our Communities and Strategy III.3, Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability. Annexation of territory to the County Lighting Districts will allow for the continued operation and maintenance of existing streetlights in the community and provide funding necessary for their operation and maintenance. Maintaining street lighting services provides for the convenience and safety of the motoring public, as well as the safety and security of people and property, which improves the quality of life in the County.

FISCAL IMPACT/FINANCING

The estimated annual costs for the operation and maintenance of the streetlights within the annexed territory is \$918 for CLMD 10006 (Fund FF9). Sufficient funding will be included in the Fund FF9 FY 2023-24 Budget.

In subsequent years, the ongoing operation and maintenance costs of the streetlights within the annexed territory will be funded by the CLMD's share of ad valorem property taxes, supplemented by assessments annually approved by the Board from property owners within this annexed territory. Adoption of the joint resolutions will result in a minimal property tax growth transfer from the affected taxing entities to CLMD 10006, including the following taxing entities governed by the Board: County General Fund, Los Angeles County Public Library, Los Angeles County Flood Control Drainage Improvement Maintenance District, Los Angeles County Flood Control District, and the Consolidated Fire Protection District of Los Angeles County.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Board previously approved and filed Petition No. 70-1019 adopting a resolution initiating proceedings for the annexation of territory to CLMD 10006, and ordered the Director of Public Works to prepare and file an Engineer's Report for the petitioned territory. The enclosed Engineer's Report was prepared in response to that directive (Enclosure A).

Under California Government Code Section 53753, it is necessary to follow the procedures for levying of assessments previously authorized by the Board, including the distribution, receipt, and tabulation of ballots at a public hearing. Ballots will be mailed to each property owner within the annexation territory. The assessment will only be levied if the weighted majority of ballots returned are in favor of the assessment.

The enclosed Resolution of Intention to Annex Territory (Enclosure B) must be adopted to set a date for the required public hearing. The Board, at the close of the public hearing, may delay its determination regarding the annexation and levying of assessments until a later date, continue the public hearing to receive further testimony, or make a determination regarding the annexation and/or assessment. The approval of the enclosed Resolution Ordering Annexation (Enclosure C), the levying of assessments, and the joint resolutions for the exchange of property tax revenues are required to provide the necessary funding for the operation and maintenance of the streetlights in the annexed territory.

The California Revenue and Taxation Code Section 99.01 et seq. provides that affected agencies must approve and accept the negotiated exchange of property tax revenues by resolution. If the agency is a city, both the city and County must approve the exchange of property tax revenues. The joint resolutions approving and accepting the negotiated exchange of property tax revenues have been approved by nonexempt taxing agencies and are enclosed for your consideration (Enclosure D). The City of Diamond Bar has executed Resolution No. 2021-44 granting consent and jurisdiction to Los Angeles County in the matter of the annexation of Petition No. 72-1019, copy enclosed (Enclosure E).

The boundary of the proposed annexation has been reviewed and approved by Public Works and the Assessor in accordance with the requirements of California Government Code Section 58850 et seq. and is on file with Public Works. A copy of the diagram showing the boundary of the proposed annexation area is included in the Engineer's Report prepared for the petition area.

Following the Board's approval of the resolutions for the annexation, levying of assessments, and exchange of property tax revenues Public Works will file the statement of boundary changes with the State Board of Equalization as required by California Government Code Section 54900 et seq. The resolutions have been approved as to form by County Counsel.

ENVIRONMENTAL DOCUMENTATION

The proposed action is categorically exempt from the provisions of CEQA. The project to annex territory to the County Lighting Districts for the purpose of enhancing street lighting 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 set forth in Section 15301(c) of CEQA Guidelines and Class 1(x)(27) of the County's Environmental Document Reporting Procedures and Guidelines, Appendix G, that specifically include annexations to street lighting districts and installation of streetlights and involves no expansion of use. In addition, there are no cumulative impacts, unusual circumstance, or other limiting factors that would make the exemption inapplicable based on the project records.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The annexation of territory to the County Lighting Districts will result in the continued operation and maintenance for existing street lighting for this area and will have no impact on other services or projects.

CONCLUSION

Please return one adopted copy of this letter and a copy of the signed resolutions to Public Works, Traffic Safety and Mobility Division. Also, please forward one adopted copy of the letter and resolutions to the Assessor, Ownership Services Section; and one to the Auditor-Controller, Tax Division.

Respectfully submitted,

MARK PESTRELLA, PE
Director of Public Works

MP:EKT:dj

Enclosures

c: Chief Executive Office (Chia-Ann Yen)
County Counsel
Executive Office

**LOS ANGELES COUNTY PUBLIC WORKS
ENGINEER'S REPORT PETITION NO. 70-1019
(LAXFORD ROAD)**

On June 8, 2021, Item 55, the County of Los Angeles Board of Supervisors adopted a resolution initiating proceedings for the annexation of territory to County Lighting Maintenance District (CLMD) 10006 and County Lighting District (CLD) Landscaping and Lighting Act-1 (LLA-1), Diamond Bar Zone, pursuant to the California Streets and Highways Code Landscaping and Lighting Act of 1972, for the purpose of providing for the cost of operation and maintenance of seven existing streetlights on concrete poles with underground wiring within the territory proposed for annexation, as shown on the diagram, plan, and specifications attached hereto. In addition, Public Works was ordered to prepare and file an Engineer's Report in accordance with Section 22565 et seq. of the California Streets and Highways Code and Article XIII D, Section 4(b) of the California Constitution. This report was prepared in response to that directive.

In addition, the annual operating cost of \$918 for the seven 41-watt light emitting diode streetlights will be funded by CLMD 10006 and CLD LLA-1, Diamond Bar Zone. An annual assessment for the operation and maintenance of the streetlights of \$13 per parcel for a single-family home, with proportionately higher assessments for other land uses, based on the approved FY 2021-22 Annual Engineer's Report for CLD LLA-1, is proposed to be added to the FY 2023-24 tax bill of property owners whose parcels lie within the boundary of Petition No. 70-1019. Each year thereafter, an annual assessment for the operation and maintenance costs of the streetlights, approved by the Board of Supervisors, will be added to the property tax bill.

With the passage of Proposition 218 (the Right to Vote on Taxes Act) by the California voters in November 1996, the levying of an assessment is now subject to certain provisions under Article XIII D of the California Constitution. This report conforms with the applicable provisions of Proposition 218.

CLMD 10006 is an established street lighting district and was fully funded from ad valorem property taxes prior to the passage of Proposition 13 (The People's Initiative to Limit Property Taxation) in 1978, which limited the maximum amount of ad valorem tax on real property. The ad valorem property taxes received under the guidelines established by the State Legislature subsequent to the passage of this amendment are not sufficient to pay the cost of the street lighting in the district. Therefore, CLD LLA-1 was formed under the Landscaping and Lighting Act of 1972 (Section 22585 et seq.) to provide supplemental funding.

The Landscaping and Lighting Act provides for the assessment of street lighting costs against the benefited properties within the lighting district in proportion to the benefits received. A method of distributing the street lighting costs on the basis of land use and land-use data compiled by the Assessor was approved by the Board of Supervisors on

May 22, 1979, and amended on July 22, 1997, to include government-owned or -leased parcels. This report showing the approved method and the assessment units to be assessed on the various types of lots and parcels based on land usage is on file in the office of the Board of Supervisors and is made a part hereof by reference. The FY 2021-22 Annual Engineer's Report, which lists the base rate assessment for all zones within CLD LLA-1 and the total assessment amount to be collected from benefited parcels in each zone based on land use, is on file in the office of the Board of Supervisors and is made a part hereof by reference.

The affected parcels of real property are shown in Appendix A, included herein. The parcels are more particularly described in a map prepared in accordance with Section 327 of the California Revenue and Taxation Code, which is on file in the office of the Assessor and is made a part hereof by reference.

We believe that it would be in the public interest to provide for the operation and maintenance of the seven existing streetlights within the designated territory as requested by the signers of Petition No. 70-1019.



TRA
10065

LEGEND

- EXISTING STREETLIGHT ON CONCRETE POLE
- PROPOSED ANNEXATION BOUNDARY
- EXISTING LIGHTING DISTRICT 10006
- PROPOSED ANNEXATION TO COUNTY LIGHTING MAINTENANCE DISTRICT 10006 AND COUNTY LIGHTING DISTRICT LLA-1, DIAMOND BAR ZONE

PETITION NO. 70-1019

LOS ANGELES COUNTY PUBLIC WORKS			
TRAFFIC SAFETY AND MOBILITY DIVISION			
STREET LIGHTING SECTION			
LARKSTONE DRIVE			
EAST OF 048 COURT			
CITY OF DIAMOND BAR			
Revised By	Scale	Sheet	Date
11/1/2018	1"=50'	4	11/1/2018
APPROVED: <i>[Signature]</i>			
DATE: 11/1/2018			

APPENDIX A

LOS ANGELES COUNTY PUBLIC WORKS ENGINEER'S REPORT PETITION NO. 70-1019 DIAMOND BAR ZONE (LARKSTONE DRIVE)

The following is a listing of the parcels of real property within the proposed annexation boundary using the Assessor's designation for each parcel.

Assessor's Parcel Numbers

8763 026 909

8763 026 911

8763 026 912

**COUNTY OF LOS ANGELES BOARD OF SUPERVISORS
RESOLUTION OF INTENTION TO ANNEX TERRITORY TO
COUNTY LIGHTING MAINTENANCE DISTRICT 10006 AND
COUNTY LIGHTING DISTRICT LANDSCAPING AND LIGHTING ACT-1,
DIAMOND BAR ZONE, AND ORDER THE LEVYING OF ASSESSMENTS WITHIN
THE ANNEXED TERRITORY FOR FISCAL YEAR 2023-24**

WHEREAS, the County of Los Angeles Board of Supervisors previously approved and filed Petition No. 70-1019 located in the City of Diamond Bar requesting annexation of territory to County Lighting Maintenance District 10006 and County Lighting District Landscaping and Lighting Act-1 (LLA-1), Diamond Bar Zone, to provide for the operation and maintenance of seven existing streetlights within the annexed territory and assessments for the costs thereof; and

WHEREAS, the Board of Supervisors on _____, has approved the Engineer's Report for said territory, which contains descriptions of the operating costs, diagram of the territory to be annexed, and recommended assessments as required by law.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Supervisors of the County of Los Angeles, State of California, that:

SECTION 1. The public interest and convenience require and it is the intention of the Board of Supervisors to order the benefited territory hereinafter described, all of which territory lies in the Los Angeles County, be annexed to County Lighting Maintenance District 10006 pursuant to California Streets and Highways Code Section 5837.

SECTION 2. The public interest and convenience require and it is the intention of the Board of Supervisors to order the benefited territory be annexed to County Lighting District LLA-1, Diamond Bar Zone, pursuant to California Streets and Highways Code Section 22605.

SECTION 3. The public interest and convenience require and it is the intention of the Board of Supervisors to order the expense necessary for the operation, maintenance, repairs, replacement, electric current, care, supervision, and all other items necessary for the proper operation and maintenance of street lighting systems proposed within the annexed territory shall be assessed in Fiscal Year (FY) 2023-24 upon each lot or parcel of land lying within the annexed territory in proportion to the estimated benefit received from the proposed street lighting improvements and which should be assessed to pay the expenses of the operation and maintenance of said improvements. An annual Engineer's Report, approved by the Board of Supervisors each fiscal year, establishes the annual base rate assessment for all zones within County Lighting District LLA-1. For FY 2023-24, the annual base rate assessment for the Diamond Bar Zone is \$13 for a single-family residence, with proportionately higher assessment rates for other land uses. This annual assessment for the operation and maintenance of streetlights is proposed to be added to

the property tax bill of benefited parcels within the boundary of County Lighting District LLA-1, Diamond Bar Zone, in FY 2023-24. Each year thereafter, an assessment for operation and maintenance costs approved by the Board will be added to the property tax bill.

The Engineer's Report prepared for the petitioned territory contains a full and detailed description of the proposed improvements, a description of the lots or parcels of land to be annexed, the estimated costs of operation and maintenance, a diagram of the territory to be annexed, and the recommended assessment on each lot or parcel of land included therein.

SECTION 4. The boundary of the territory proposed for annexation consists of the area shown on the attached map.

SECTION 5. The proposed assessment is subject to majority approval of the property owners. A ballot and public hearing notice will be sent to all property owners within the area proposed for annexation at least 45 days prior to the date of the public hearing in the form and manner specified by California Government Code Section 53753. The ballots will be weighted by the amount of assessment to be paid by each property owner. The territory will not be annexed, and the proposed assessment will be abandoned if the weighted majority of ballots submitted are opposed to the assessment.

SECTION 6. The amounts to be assessed for the expense of such operation and maintenance of the work or improvements described above shall be levied and collected in the same manner and by the same officers as taxes for County purposes.

SECTION 7. Proceedings for the levying of assessments shall be taken in accordance with the Landscaping and Lighting Act of 1972 (California Streets and Highways Code Division 15, Part 2) and California Government Code Section 53753.

SECTION 8. A public hearing will be held by the Board of Supervisors to consider the annexation of territory to County Lighting Maintenance District 10006 and County Lighting District LLA-1, Diamond Bar Zone, and the levying of assessments within the territory proposed to be annexed. Said hearing will be held on Tuesday, August 30, 2022, at 9:30 a.m., at the Chambers of the Board of Supervisors of the County of Los Angeles, in Room 381B of the Kenneth Hahn Hall of Administration, 500 West Temple Street (corner of Temple Street at Grand Avenue), Los Angeles, California 90012.

SECTION 9. The Executive Officer of the Board of Supervisors shall give notice of the public hearing, in the form and manner specified in California Streets and Highways Code Section 5838, to be published once a week for two successive weeks in the _____, a newspaper published and circulated in Los Angeles County, which is hereby designated for that purpose. Such publication to be completed at least 10 days prior to the date of said hearing.

The foregoing Resolution was adopted on the _____ day of _____, 2022, by the Board of Supervisors of the County of Los Angeles and ex-officio the governing body of all other special assessments and taxing districts, agencies, and authorities for which said Board so acts.

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

By _____
Deputy

APPROVED AS TO FORM:

DAWYN R. HARRISON
Acting County Counsel

By Talin Halabi
Deputy

**COUNTY OF LOS ANGELES BOARD OF SUPERVISORS
RESOLUTION ORDERING ANNEXATION OF TERRITORY TO
COUNTY LIGHTING MAINTENANCE DISTRICT 10006 AND
COUNTY LIGHTING DISTRICT LANDSCAPING AND LIGHTING ACT-1,
DIAMOND BAR ZONE, CONFIRMING A DIAGRAM AND ASSESSMENT, AND
LEVYING OF ASSESSMENTS WITHIN THE ANNEXED TERRITORY FOR
FISCAL YEAR 2023-24**

WHEREAS, the County of Los Angeles Board of Supervisors previously approved and filed Petition No. 70-1019 located in the City of Diamond Bar, requesting annexation of territory to County Lighting Maintenance District 10006 and County Lighting District Landscaping and Lighting Act-1 (LLA-1), Diamond Bar Zone, to provide for the operation and maintenance of streetlights within the annexed territory and assessments for the costs thereof; and

WHEREAS, the Board of Supervisors on _____, has approved the Engineer's Report, which identifies the diagram, improvements, assessments, plans and specifications, and other pertinent data for the petitioned territory, and adopted a Resolution of Intention to Annex Territory to County Lighting Maintenance District 10006 and County Lighting District LLA-1, Diamond Bar Zone, and Order the Levying of Assessments within the Annexed Territory for Fiscal Year 2023-24; and fixed a time for hearing Petition No. 70-1019 and the protests of interested persons; and

WHEREAS, the Executive Officer of the Board of Supervisors did cause the notice of public hearing to be mailed to all property owners within the territory subject to the proposed annexation at least 45 days prior to the date set for hearing; and

WHEREAS, Public Works has mailed assessment ballots and notices to property owners of identified parcels within the territory proposed for annexation pursuant to California Government Code Section 53753 to indicate support or opposition on the matter of the assessment; and

WHEREAS, the Executive Officer of the Board of Supervisors did cause the notice of the public hearing to be posted in three conspicuous places within the territory to be annexed and did give notice of the public hearing by publishing once a week for two successive weeks in a newspaper of general circulation; and

WHEREAS, said Board of Supervisors has heard all testimony and evidence with regard to the annexation and levy of assessments and has tabulated all returned assessment ballots concerning the proposed assessments and has found that no majority protest exists.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Supervisors of the County of Los Angeles, that:

SECTION 1. Petition No. 70-1019 for annexation of territory hereinafter described to County Lighting Maintenance District 10006 and County Lighting District LLA-1, Diamond Bar Zone, hereinafter described to County Lighting Maintenance District 10006 and County Lighting District LLA-1, Diamond Bar Zone, was signed by property owners representing 60 percent or more of the area proposed to be annexed.

SECTION 2. The Board of Supervisors hereby finds that the public interest and convenience require the operation and maintenance of the street lighting improvements within the territory proposed for annexation and hereby grants the petition.

SECTION 3. The Board of Supervisors hereby orders the annexation of territory listed in Attachment A to County Lighting Maintenance District 10006 and County Lighting District LLA-1, Diamond Bar Zone, with the exception where a majority protest exists.

SECTION 4. The Board of Supervisors hereby determines that the territory identified will benefit by the annexation to County Lighting Maintenance District 10006 and County Lighting District LLA-1, Diamond Bar Zone, and hereby orders the boundary of said districts be altered to include said benefited territory.

SECTION 5. The Diagram and Assessments, as set forth in the Engineer's Report or as modified, are hereby approved, confirmed, and adopted by this Board.

SECTION 6. The Director of Public Works or his designee shall authorize the operation and maintenance of the street lighting improvements indicated in the Engineer's Report.

SECTION 7. The adoption of this resolution constitutes the levying of assessments on benefited parcels identified in the Engineer's Report and located within Petition No. 70-1019 for the fiscal year commencing July 1, 2023, and ending June 30, 2024, for the operation and maintenance of streetlights located therein.

SECTION 8. The amounts to be assessed for the expense of the operation and maintenance of the improvements, as described in said Engineer's Report and resolution of intention, shall be levied and collected in the same manner and by the same officers as taxes for County purposes are levied and collected and shall be disbursed and expended for operation and maintenance of said improvements, all as described in the Engineer's Report and in the Resolution of Intention.

SECTION 9. The Executive Officer of the Board is hereby ordered and directed to file a certified copy of the Engineer's Report, which include the lighting district diagram and assessments together with a certified copy of this resolution upon its adoption, with the County Assessor, Ownership Services Section (Attention Sonia Carter Baltazar), and with the Auditor-Controller, Tax Division (Attention Grace Kinoshita).

ATTACHMENT A

**PROPOSED ANNEXATION AND
LEVYING OF ASSESSMENTS
LOS ANGELES COUNTY PUBLIC WORKS**

Petition No.	LLA-1 Zone	CLMD	Sup Dist	Location	Majority Protest (yes or no)
70-1019	Diamond Bar Zone	10006	4	Larkstone Drive East of Dab Court	

The foregoing Resolution was adopted on the _____ day of _____ 2022, by the Board of Supervisors of the County of Los Angeles and ex-officio of the governing body of all other special assessments and taxing districts, agencies, and authorities for which said Board so acts.

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

By _____
Deputy

APPROVED AS TO FORM:

DAWYN R. HARRISON
Acting County Counsel

By Talin Halabi
Deputy

**JOINT RESOLUTION OF
THE BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES,
THE BOARD OF TRUSTEES OF THE GREATER LOS ANGELES COUNTY
VECTOR CONTROL DISTRICT, THE BOARD OF DIRECTORS OF THE COUNTY
SANITATION DISTRICT NO. 21 OF LOS ANGELES COUNTY, THE CITY COUNCIL
OF THE CITY OF DIAMOND BAR, THE BOARD OF DIRECTORS OF THE THREE
VALLEYS MUNICIPAL WATER DISTRICT – ORIGINAL AREA, THE BOARD OF
DIRECTORS OF THE WALNUT VALLEY WATER DISTRICT, AND THE BOARD OF
DIRECTORS OF THE WALNUT VALLEY WATER IMPROVEMENT DISTRICT NO. 5
APPROVING AND ACCEPTING THE NEGOTIATED EXCHANGE OF PROPERTY
TAX REVENUES PETITION NO. 70-1019
TO COUNTY LIGHTING MAINTENANCE DISTRICT 10006**

WHEREAS, pursuant to Section 99.01 of the California Revenue and Taxation Code, prior to the effective date of any jurisdictional change that will result in a special district providing one or more services to an area where those services have not previously been provided by any local agency, the special district and each local agency that receives an apportionment of property tax revenue from the area must negotiate an exchange of property tax increment generated in the area subject to the jurisdictional change and attributable to those local agencies; and

WHEREAS, the Board of Supervisors of the County of Los Angeles, acting on behalf of County Lighting Maintenance District (CLMD) 10006, Los Angeles County General Fund, Los Angeles County Public Library, Consolidated Fire Protection District of Los Angeles County, Los Angeles County Flood Control Drainage Improvement Maintenance District, and the Los Angeles County Flood Control District; the Board of Trustees of the Greater Los Angeles County Vector Control District; the Board of Directors of the County Sanitation District No. 21 of Los Angeles County; the City Council of the City of Diamond Bar; the Board of Directors of The Three Valleys Municipal Water District - Original Area; the Board of Directors of the Walnut Valley Water District; and the Board of Directors of the Walnut Valley Water Improvement District No. 5 have determined that the amount of property tax revenue to be exchanged between their respective agencies as a result of the annexation proposal identified as Petition No. 70-1019 to CLMD 10006 are as shown on the attached property tax transfer resolution worksheet.

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NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. The negotiated exchange of property tax revenues between CLMD 10006, Los Angeles County General Fund, Los Angeles County Public Library, Consolidated Fire Protection District of Los Angeles County, Los Angeles County Flood Control Drainage Improvement Maintenance District, Los Angeles County Flood Control District, Greater Los Angeles County Vector Control District, County Sanitation District No. 21 of Los Angeles County, City of Diamond Bar, Three Valleys Municipal Water District - Original Area, Walnut Valley Water District, and the Walnut Valley Water Improvement District No. 5 resulting from the annexation of Petition No. 70-1019 to CLMD 10006 is approved and accepted.

2. For fiscal years commencing on or after July 1, 2021, or the July 1 after the effective date of this jurisdictional change, whichever is later, the property tax revenue increment generated from the area within Petition No. 70-1019, Tax Rate Area 10065, shall be allocated to the affected agencies as indicated on the attached Property Tax Transfer Resolution Worksheet.

3. No transfer of property tax revenues other than those specified in Paragraph 2 shall be made as a result of the annexation of Petition No. 70-1019.

4. If at any time after the effective date of this resolution, the calculations used herein to determine initial property tax transfers or the data used to perform those calculations are found to be incorrect, thus, producing an improper or inaccurate property tax transfer, the property tax transfer shall be recalculated and the corrected transfer shall be implemented for the next fiscal year.

PASSED, APPROVED, AND ADOPTED this 8th day of July, 2021, by the following vote:

AYES: 32
NOES: 0
ABSENT: 4
ABSTAIN: 0

GREATER LOS ANGELES COUNTY
VECTOR CONTROL DISTRICT

By Heidi Hennrich
President, Board of Trustees

ATTEST: [Signature]
Secretary

July 23, 2021
Date

**JOINT RESOLUTION OF
THE BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES,
THE BOARD OF TRUSTEES OF THE GREATER LOS ANGELES COUNTY
VECTOR CONTROL DISTRICT, THE BOARD OF DIRECTORS OF THE COUNTY
SANITATION DISTRICT NO. 21 OF LOS ANGELES COUNTY, THE CITY COUNCIL
OF THE CITY OF DIAMOND BAR, THE BOARD OF DIRECTORS OF THE THREE
VALLEYS MUNICIPAL WATER DISTRICT – ORIGINAL AREA, THE BOARD OF
DIRECTORS OF THE WALNUT VALLEY WATER DISTRICT, AND THE BOARD OF
DIRECTORS OF THE WALNUT VALLEY WATER IMPROVEMENT DISTRICT NO. 5
APPROVING AND ACCEPTING THE NEGOTIATED EXCHANGE OF PROPERTY
TAX REVENUES PETITION NO. 70-1019
TO COUNTY LIGHTING MAINTENANCE DISTRICT 10006**

WHEREAS, pursuant to Section 99.01 of the California Revenue and Taxation Code, prior to the effective date of any jurisdictional change that will result in a special district providing one or more services to an area where those services have not previously been provided by any local agency, the special district and each local agency that receives an apportionment of property tax revenue from the area must negotiate an exchange of property tax increment generated in the area subject to the jurisdictional change and attributable to those local agencies; and

WHEREAS, the Board of Supervisors of the County of Los Angeles, acting on behalf of County Lighting Maintenance District (CLMD) 10006, Los Angeles County General Fund, Los Angeles County Public Library, Consolidated Fire Protection District of Los Angeles County, Los Angeles County Flood Control Drainage Improvement Maintenance District, and the Los Angeles County Flood Control District; the Board of Trustees of the Greater Los Angeles County Vector Control District; the Board of Directors of the County Sanitation District No. 21 of Los Angeles County; the City Council of The City of Diamond Bar; the Board of Directors of the Three Valleys Municipal Water District - Original Area; the Board of Directors of the Walnut Valley Water District; and the Board of Directors of the Walnut Valley Water Improvement District No. 5 have determined that the amount of property tax revenue to be exchanged between their respective agencies as a result of the annexation proposal identified as Petition No. 70-1019 to CLMD 10006 are as shown on the attached property tax transfer resolution worksheet.

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NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. The negotiated exchange of property tax revenues between the CLMD 10006, Los Angeles County General Fund, Los Angeles County Public Library, Consolidated Fire Protection District of Los Angeles County, Los Angeles County Flood Control Drainage Improvement Maintenance District, Los Angeles County Flood Control District, Greater Los Angeles County Vector Control District, County Sanitation District No. 21 of Los Angeles County, City of Diamond Bar, Three Valleys Municipal Water District - Original Area, Walnut Valley Water District, and the Walnut Valley Water Improvement District No. 5 resulting from the annexation of Petition No. 70-1019 to CLMD 10006 is approved and accepted.

2. For fiscal years commencing on or after July 1, 2021, or the July 1 after the effective date of this jurisdictional change, whichever is later, the property tax revenue increment generated from the area within Petition No. 70-1019, Tax Rate Area 10065, shall be allocated to the affected agencies as indicated on the attached Property Tax Transfer Resolution Worksheet.


3. No transfer of property tax revenues other than those specified in Paragraph 2 shall be made as a result of the annexation of Petition No. 70-1019.

4. If at any time after the effective date of this resolution, the calculations used herein to determine initial property tax transfers or the data used to perform those calculations are found to be incorrect, thus, producing an improper or inaccurate property tax transfer, the property tax transfer shall be recalculated and the corrected transfer shall be implemented for the next fiscal year.


PASSED, APPROVED, AND ADOPTED this 28th day of July 2021, by the following vote:

AYES: Eight (8)
NOES: None
ABSENT: Two (2)
ABSTAIN: None

COUNTY SANITATION DISTRICT NO. 21
OF LOS ANGELES COUNTY

By 
Chairperson, Board of Directors

ATTEST:


Secretary

July 28, 2021
Date

RESOLUTION 2021-45

JOINT RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES, THE BOARD OF TRUSTEES OF THE GREATER LOS ANGELES COUNTY VECTOR CONTROL DISTRICT, THE BOARD OF DIRECTORS OF THE SANITATION DISTRICT NO. 21 OF LOS ANGELES COUNTY, THE CITY COUNCIL OF THE CITY OF DIAMOND BAR, THE BOARD OF DIRECTORS OF THE THREE VALLEYS MUNICIPAL WATER DISTRICT- ORIGINAL AREA, THE BOARD OF DIRECTORS OF THE WALNUT VALLEY WATER DISTRICT, AND THE BOARD OF DIRECTORS OF THE WALNUT VALLEY WATER IMPROVEMENT DISTRICT NO. 5 APPROVING AND ACCEPTING THE NEGOTIATED EXCHANGE OF PROPERTY TAX REVENUES RESULTING FROM ANNEXATION OF PETITION NO. 70-1019 TO COUNTY LIGHTING MAINTENANCE DISTRICT 10006.

WHEREAS, pursuant to Section 99.01 of the Revenue and Taxation Code, prior to the effective date of any jurisdictional change that will result in a special district providing one or more services to an area where those services have not previously been provided by any local agency, the special district and each local agency that receives an apportionment of property tax revenue from the area must negotiate an exchange of property tax increment generated in the area subject to the jurisdictional change and attribute to those local agencies; and

WHEREAS, the Board of Supervisors of the County of Los Angeles, acting on behalf of the County Lighting Maintenance District 10006, the Los Angeles County General Fund, the Los Angeles County Library, the Consolidated Fire Protection District of Los Angeles County, the Los Angeles County Flood Control Drainage Improvement Maintenance District, and the Los Angeles County Flood Control District; the Board of Trustees of the Greater Los Angeles County Vector Control District; the Board of Directors of the County Sanitation District No. 21 of Los Angeles County; the City Council of the City of Diamond Bar; the Board of Directors of the Three Valley Municipal Water District – Original Area; the Board of Directors of the Walnut Valley Water District; the Board of Directors of the Walnut Valley Water District Improvement District No. 5; have determines that the amount of property tax revenue to be exchanged between their respective agencies as a result of the annexation proposal identifies as Petition No. 70-1019 to County Lighting Maintenance District 10006 is as shown on the attached Property Tax Transfer Resolution Worksheet (Exhibit A).

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Diamond Bar as follows:

Section 1. The negotiated exchange of property tax revenues between the County Lighting Maintenance District 10006, the Los Angeles County General Fund, the Los Angeles County Library, the Consolidated Fire Protection District of Los Angeles County, the Los Angeles County Flood Control Drainage Improvement Maintenance

District, and the Los Angeles County Flood Control District, the Greater Los Angeles County Vector Control District, the County Sanitation District No. 21 of Los Angeles County, the City of Diamond Bar; the Three Valleys Municipal Water District – Original Area; the Walnut Valley Water District; the Walnut Valley Water District Improvement District No. 5 resulting from the annexation proposal identified as Petition No. 70-1019 to County Lighting Maintenance District 10006 is approved and accepted.

Section 2. For fiscal years commencing on or after July 1, 2021, or the July 1 after the effective date of this jurisdictional change, whichever is later, the property tax revenue increment generated from the area within Petition No. 70-1019, the Tax Rate Area 14316 shall be allocated to the affected agencies as indicated in the attached Property Tax Transfer Resolution Worksheet (Exhibit A).

Section 3. No transfer of property tax revenues other than those specified in Paragraph 2, shall be made as a result of the annexation of Petition No. 70-1019.

Section 4. If at any time after the effective date of this Resolution, the calculations used herein to determine initial property tax transfers or the data used to preform those calculations are found to be incorrect, thus producing an improper or inaccurate property tax transfer, the property tax transfer shall be recalculated and the corrected transfer shall be implemented for the next fiscal year, and any amounts of property tax received in excess of that, which is proper shall be refunded to the appropriate agency.

Section 5. The City Clerk shall attest and certify to the passage and adoption of this Resolution and enter it into the book of original resolutions, and it shall become effective immediately upon its approval.

PASSED, APPROVED AND ADOPTED this 5th day of October, 2021.

THE CITY OF DIAMOND BAR


Nancy Lyons, Mayor

[Signatures continued on the following page]

ATTEST:

I, Kristina Santana, City Clerk of the City of Diamond Bar, do hereby certify that the foregoing Resolution was duly and regularly passed, approved and adopted by the City Council of the City of Diamond Bar, California, at its regular meeting held on the 5th day of October, 2021, by the following vote:

AYES:	COUNCIL MEMBERS:	Chou, Liu, Tye, MPT/Low, M/Lyons
NOES:	COUNCIL MEMBERS:	None
ABSENT:	COUNCIL MEMBERS:	None
ABSTAINED:	COUNCIL MEMBERS:	None



Kristina Santana, City Clerk

**JOINT RESOLUTION OF
THE BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES,
THE BOARD OF TRUSTEES OF THE GREATER LOS ANGELES COUNTY
VECTOR CONTROL DISTRICT, THE BOARD OF DIRECTORS OF THE COUNTY
SANITATION DISTRICT NO. 21 OF LOS ANGELES COUNTY, THE CITY COUNCIL
OF THE CITY OF DIAMOND BAR, THE BOARD OF DIRECTORS OF THE THREE
VALLEYS MUNICIPAL WATER DISTRICT – ORIGINAL AREA, THE BOARD OF
DIRECTORS OF THE WALNUT VALLEY WATER DISTRICT, AND THE BOARD OF
DIRECTORS OF THE WALNUT VALLEY WATER IMPROVEMENT DISTRICT NO. 5
APPROVING AND ACCEPTING THE NEGOTIATED EXCHANGE OF PROPERTY
TAX REVENUES PETITION NO. 70-1019
TO COUNTY LIGHTING MAINTENANCE DISTRICT 10006**

WHEREAS, pursuant to Section 99.01 of the California Revenue and Taxation Code, prior to the effective date of any jurisdictional change that will result in a special district providing one or more services to an area where those services have not previously been provided by any local agency, the special district and each local agency that receives an apportionment of property tax revenue from the area must negotiate an exchange of property tax increment generated in the area subject to the jurisdictional change and attributable to those local agencies; and

WHEREAS, the Board of Supervisors of the County of Los Angeles, acting on behalf of County Lighting Maintenance District (CLMD) 10006, Los Angeles County General Fund, Los Angeles County Public Library, the Consolidated Fire Protection District of Los Angeles County, Los Angeles County Flood Control Drainage Improvement Maintenance District, and the Los Angeles County Flood Control District; the Board of Trustees of the Greater Los Angeles County Vector Control District; the Board of Directors of the County Sanitation District No. 21 of Los Angeles County; the City Council of The City of Diamond Bar; the Board of Directors of The Three Valleys Municipal Water District - Original Area; the Board of Directors of the Walnut Valley Water District; and the Board of Directors of the Walnut Valley Water Improvement District No. 5 have determined that the amount of property tax revenue to be exchanged between their respective agencies as a result of the annexation proposal identified as Petition No. 70-1019 to CLMD 10006 are as shown on the attached property tax transfer resolution worksheet.

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NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. The negotiated exchange of property tax revenues between CLMD 10006, Los Angeles County General Fund, Los Angeles County Public Library, Consolidated Fire Protection District of Los Angeles County, Los Angeles County Flood Control Drainage Improvement Maintenance District, Los Angeles County Flood Control District, Greater Los Angeles County Vector Control District, County Sanitation District No. 21 of Los Angeles County, City of Diamond Bar, Three Valleys Municipal Water District - Original Area, Walnut Valley Water District, and the Walnut Valley Water Improvement District No. 5 resulting from the annexation of Petition No. 70-1019 to CLMD 10006 is approved and accepted.

2. For fiscal years commencing on or after July 1, 2021, or the July 1 after the effective date of this jurisdictional change, whichever is later, the property tax revenue increment generated from the area within Petition No. 70-1019, Tax Rate Area 10065, shall be allocated to the affected agencies as indicated on the attached Property Tax Transfer Resolution Worksheet.

3. No transfer of property tax revenues other than those specified in Paragraph 2 shall be made as a result of the annexation of Petition No. 70-1019.

4. If at any time after the effective date of this resolution, the calculations used herein to determine initial property tax transfers or the data used to perform those calculations are found to be incorrect, thus, producing an improper or inaccurate property tax transfer, the property tax transfer shall be recalculated and the corrected transfer shall be implemented for the next fiscal year.

PASSED, APPROVED, AND ADOPTED this 15th day of September 2021, by the following vote:

AYES: BOWCOCK, DE JESUS, GOYTIA, KUHN, ROBERTO, SOTO, TI

NOES:

ABSENT:

ABSTAIN:

THREE VALLEYS MUNICIPAL WATER
DISTRICT – ORIGINAL AREA

By 
Chairperson, Board of Director
Bob Kuhn, President

ATTEST:


Secretary, Carlos Goytia

September 15, 2021

Date

**JOINT RESOLUTION OF
THE BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES,
THE BOARD OF TRUSTEES OF THE GREATER LOS ANGELES COUNTY
VECTOR CONTROL DISTRICT, THE BOARD OF DIRECTORS OF THE COUNTY
SANITATION DISTRICT NO. 21 OF LOS ANGELES COUNTY, THE CITY COUNCIL
OF THE CITY OF DIAMOND BAR, THE BOARD OF DIRECTORS OF THE THREE
VALLEYS MUNICIPAL WATER DISTRICT – ORIGINAL AREA, THE BOARD OF
DIRECTORS OF THE WALNUT VALLEY WATER DISTRICT, AND THE BOARD OF
DIRECTORS OF THE WALNUT VALLEY WATER IMPROVEMENT DISTRICT NO. 5
APPROVING AND ACCEPTING THE NEGOTIATED EXCHANGE OF PROPERTY
TAX REVENUES PETITION NO. 70-1019
TO COUNTY LIGHTING MAINTENANCE DISTRICT 10006**

WHEREAS, pursuant to Section 99.01 of the California Revenue and Taxation Code, prior to the effective date of any jurisdictional change that will result in a special district providing one or more services to an area where those services have not previously been provided by any local agency, the special district and each local agency that receives an apportionment of property tax revenue from the area must negotiate an exchange of property tax increment generated in the area subject to the jurisdictional change and attributable to those local agencies; and

WHEREAS, the Board of Supervisors of the County of Los Angeles, acting on behalf of the County Lighting Maintenance District (CLMD) 10006, Los Angeles County General Fund, Los Angeles County Public Library, Consolidated Fire Protection District of Los Angeles County, Los Angeles County Flood Control Drainage Improvement Maintenance District, and the Los Angeles County Flood Control District; the Board of Trustees of The Greater Los Angeles County Vector Control District; the Board of Directors of the County Sanitation District No. 21 of Los Angeles County; the City Council of The City of Diamond Bar; the Board of Directors of The Three Valleys Municipal Water District - Original Area; the Board of Directors of the Walnut Valley Water District; and the Board of Directors of the Walnut Valley Water Improvement District No. 5 have determined that the amount of property tax revenue to be exchanged between their respective agencies as a result of the annexation proposal identified as Petition No. 70-1019 to CLMD 10006 are as shown on the attached property tax transfer resolution worksheet.

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NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. The negotiated exchange of property tax revenues between the CLMD 10006, Los Angeles County General Fund, Los Angeles County Public Library, Consolidated Fire Protection District of Los Angeles County, Los Angeles County Flood Control Drainage Improvement Maintenance District, Los Angeles County Flood Control District, Greater Los Angeles County Vector Control District, County Sanitation District No. 21 of Los Angeles County, City of Diamond Bar, Three Valleys Municipal Water District - Original Area, Walnut Valley Water District, and the Walnut Valley Water Improvement District No. 5 resulting from the annexation of Petition No. 70-1019 to CLMD 10006 is approved and accepted.

2. For fiscal years commencing on or after July 1, 2021, or the July 1 after the effective date of this jurisdictional change, whichever is later, the property tax revenue increment generated from the area within Petition No. 70-1019, Tax Rate Area 10065, shall be allocated to the affected agencies as indicated on the attached Property Tax Transfer Resolution Worksheet.

3. No transfer of property tax revenues other than those specified in Paragraph 2 shall be made as a result of the annexation of Petition No. 70-1019.

4. If at any time after the effective date of this resolution, the calculations used herein to determine initial property tax transfers or the data used to perform those calculations are found to be incorrect, thus, producing an improper or inaccurate property tax transfer, the property tax transfer shall be recalculated and the corrected transfer shall be implemented for the next fiscal year.

PASSED, APPROVED, AND ADOPTED this 26 day of July 2021, by the following vote:

AYES: Hayakawa, Hilden, Kwong, Lee, Tang
NOES: None
ABSENT: None
ABSTAIN: None

WALNUT VALLEY WATER DISTRICT
By [Signature]
Chairperson, Board of Directors

ATTEST
[Signature]
Secretary

July 28, 2021
Date

ANNEXATION TO: CO LIGHTING MAINT DIST NO 10006
 ACCOUNT NUMBER: 023.06
 TRA: 10065
 EFFECTIVE DATE: 07/01/2020
 ANNEXATION NUMBER: 70-1019 PROJECT NAME: PETITION NO 70-1019
 DISTRICT SHARE: 0.012949864

ACCOUNT #	TAXING AGENCY	CURRENT TAX SHARE	PERCENT	PROPOSED DIST SHARE	ALLOCATED SHARE	ADJUSTMENTS	NET SHARE
001.05	LOS ANGELES COUNTY GENERAL	0.264691785	26.4703 %	0.012949864	0.003427733	-0.003513668	0.261178117
001.20	L.A. COUNTY ACCUM CAP OUTLAY	0.000113705	0.0113 %	0.012949864	0.000001472	0.000000000	0.000113705
003.01	L A COUNTY LIBRARY	0.023294986	2.3294 %	0.012949864	0.000301666	-0.000301666	0.022993320
007.30	CONSOL. FIRE PRO.DIST.OF L.A.CO.	0.174937516	17.4937 %	0.012949864	0.002265417	-0.002265417	0.172672099
007.31	L A C FIRE-FFW	0.006522357	0.6522 %	0.012949864	0.000084463	0.000000000	0.006522357
030.10	L.A.CO.FL.CON.DR.IMP.DIST.MAINT.	0.001728861	0.1728 %	0.012949864	0.000022388	-0.000022388	0.001706473
030.70	LA CO FLOOD CONTROL MAINT	0.009783719	0.9783 %	0.012949864	0.000126697	-0.000126697	0.009657022
061.80	GREATER L A CO VECTOR CONTROL	0.000372286	0.0372 %	0.012949864	0.000004821	-0.000004821	0.000367465
066.80	CO SANIT DIST NO 21 OPERATING	0.012696401	1.2696 %	0.012949864	0.000164416	-0.000164416	0.012531985
146.01	CITY-DIAMOND BAR TD # 1	0.051917418	5.1917 %	0.012949864	0.000672323	-0.000672323	0.051245095
365.05	THREE VALLEY MWD ORIG AREA	0.004272528	0.4272 %	0.012949864	0.000055328	-0.000055328	0.004217200
370.05	WALNUT VALLEY WATER DISTRICT	0.000761115	0.0761 %	0.012949864	0.000009856	-0.000009856	0.000751259
370.09	WALNUT VALL WT DIST IMP DIST # 5	0.002240494	0.2240 %	0.012949864	0.000029014	-0.000029014	0.002211480
400.00	EDUCATIONAL REV AUGMENTATION FD	0.072476289	7.2476 %	0.012949864	0.000938558	EXEMPT	0.072476289
400.01	EDUCATIONAL AUG FD IMPOUND	0.133937622	13.3937 %	0.012949864	0.001734473	EXEMPT	0.133937622
400.15	COUNTY SCHOOL SERVICES	0.001410984	0.1410 %	0.012949864	0.000018272	EXEMPT	0.001410984
400.21	CHILDREN'S INSTIL TUITION FUND	0.002800398	0.2800 %	0.012949864	0.000036264	EXEMPT	0.002800398
809.04	MT.SAN ANTONIO COMMUNITY COLLEGE	0.030223221	3.0223 %	0.012949864	0.000391386	EXEMPT	0.030223221
809.20	MT SAN ANTONIO CHILDRENS CTR FD	0.000291657	0.0291 %	0.012949864	0.000003776	EXEMPT	0.000291657

ANNEXATION NUMBER: 70-1019

PROJECT NAME: PETITION NO 70-1019

TRA: 10065

ACCOUNT #	TAXING AGENCY	CURRENT TAX SHARE	PERCENT	PROPOSED DIST SHARE	ALLOCATED SHARE	ADJUSTMENTS	NET SHARE
980.03	WALNUT VALLEY UNIF. SCHOOL DIST.	0.196844591	19.6844 %	0.012949864	0.002549110	EXEMPT	0.196844591
980.06	CO.SCH.SERV.FD.-WALNUT VALLEY	0.007822965	0.7822 %	0.012949864	0.000101306	EXEMPT	0.007822965
980.07	DEV.CTR.HDCPD.MINOR-WALNUT VY.	0.000859102	0.0859 %	0.012949864	0.000011125	EXEMPT	0.000859102
***023.06	CO LIGHTING MAINT DIST NO 10006	0.000000000	0.0000 %	0.012949864	0.000000000	0.000000000	0.007165594
TOTAL:		1.000000000	100.0000 %		0.012949864	-0.007165594	1.000000000

The foregoing resolution was adopted on the _____ day of _____, 2022, by the Board of Supervisors of the County of Los Angeles and ex-officio the governing body of all other special assessment and taxing district, agencies, and authorities for which said Board so acts.

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

By _____
Deputy

APPROVED AS TO FORM:

DAWYN R. HARRISON
Acting County Counsel

By: Talin Halabi
Deputy

RESOLUTION NO. 2021-44

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DIAMOND BAR, CALIFORNIA, GRANTING CONSENT AND JURISDICTION TO THE COUNTY OF LOS ANGELES IN THE MATTER OF COUNTY LIGHTING MAINTENANCE DISTRICT 10006 AND COUNTY LIGHTING DISTRICT LANDSCAPING AND LIGHTING ACT-1, CITY OF DIAMOND BAR, PETITION NO. 70-1019.

WHEREAS, the Board of Supervisors of the County of Los Angeles is about to commence proceedings under Divisions 7 and 15 of the Streets and Highways Code for the annexation of territories to County Lighting Maintenance District 10006 and County Lighting District LLA-1, Diamond Bar Zone; and

WHEREAS, street lights have been installed in the proposed annexation territory known as Petition No. 70-1019 located in the City of Diamond Bar; and

WHEREAS, all of the land included in the proposed annexation lie within the boundary of the City of Diamond Bar.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Diamond Bar, as follows:

Section 1. That the public interest, convenience, and necessity require the maintenance of a street lighting system located within said territory as shown on the attached map of the proposed to County Lighting Maintenance District 10006 (Exhibit A) and County Lighting District LLA-1, Diamond Bar Zone, attached and on file in the office of the County of Los Angeles Department of Public Works.

Section 2. That this City Council hereby consents to the annexation of said territory, as shown on the enclosed map (Exhibit A), included within the boundary of said annexation and lying within the boundary of the City of Diamond Bar.

Section 3. That this City Council hereby finds and determines that the land included within the boundary of the proposed annexation lying within the boundary of the City of Diamond Bar, will be benefited by the proposed annexation, and hereby consents the inclusion of said land within the proposed annexation and to the assessment thereof.

Section 4. That the consent of the City of Diamond Bar is hereby given to the commencement of the proceedings for said annexation to County Lighting Maintenance District 10006 and County Lighting District LLA-1. Diamond Bar Zone, by the County Board of Supervisors over all proceedings necessary thereto for the purpose of consummating the same, all in accordance with the provisions of Divisions 7 and 15 of the California Streets and Highways Code.

Section 5. That the Clerk of the City Council is hereby directed to certify and deliver two copies of this resolution to the County of Los Angeles Department of Public Works.

Section 6. The City Clerk shall attest and certify to the passage and adoption of this Resolution and enter it into the book of original resolutions, and it shall become effective immediately upon its approval.

PASSED, APPROVED AND ADOPTED this 5th day of October, 2021.

THE CITY OF DIAMOND BAR


Nancy Lyons, Mayor

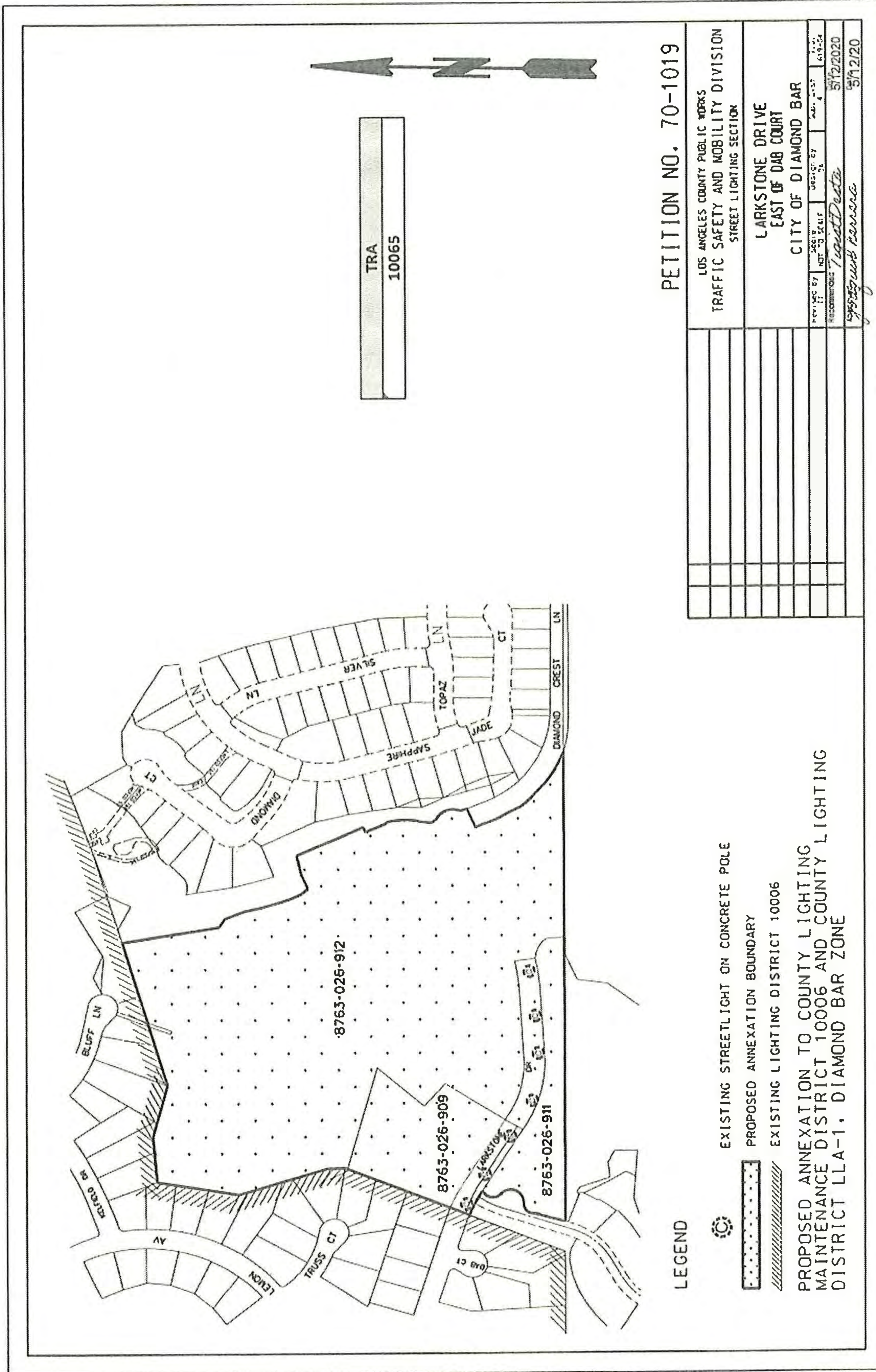
ATTEST:

I, Kristina Santana, City Clerk of the City of Diamond Bar, do hereby certify that the foregoing Resolution was duly and regularly passed, approved and adopted by the City Council of the City of Diamond Bar, California, at its regular meeting held on the 5th day of October, 2021, by the following vote:

AYES:	COUNCIL MEMBERS:	Chou, Liu, Tye, MPT/Low, M/Lyons
NOES:	COUNCIL MEMBERS:	None
ABSENT:	COUNCIL MEMBERS:	None
ABSTAINED:	COUNCIL MEMBERS:	None


Kristina Santana, City Clerk

EXHIBIT A



BOARD LETTER/MEMO CLUSTER FACT SHEET

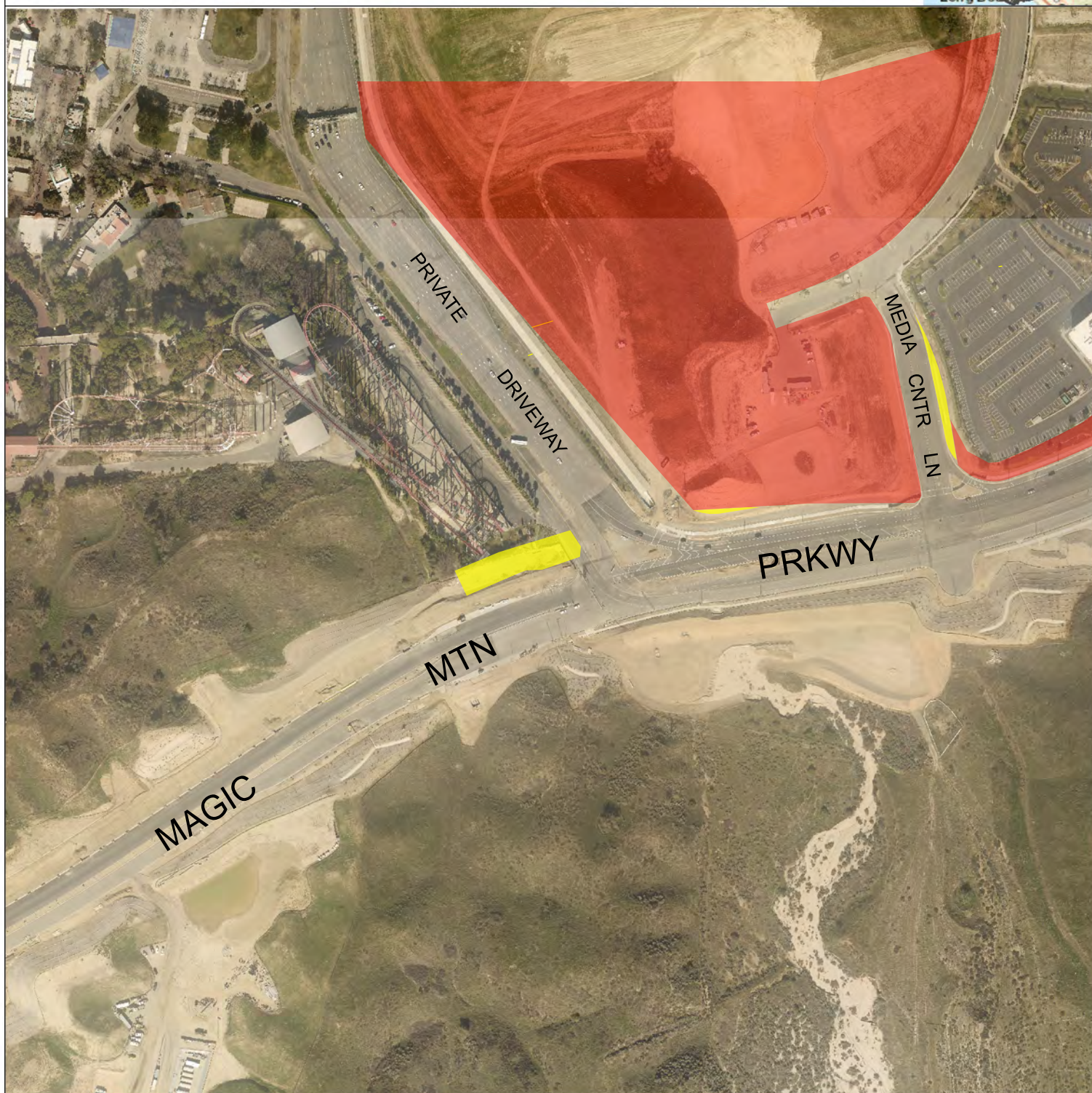
☒ Board Letter

☐ Board Memo


☐ Other

CLUSTER AGENDA REVIEW DATE	6/15/2022		
BOARD MEETING DATE	7/12/2022		
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	TRANSPORTATION CORE SERVICE AREA RESOLUTION OF SUMMARY VACATION A PORTION OF MEDIA CENTER LANE AND PORTIONS OF MAGIC MOUNTAIN PARKWAY WEST OF MEDIA CENTER LANE IN THE UNINCORPORATED COMMUNITY OF STEVENSON RANCH (SUPERVISORIAL DISTRICT 5) (3 VOTES)		
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:		
DEADLINES/ TIME CONSTRAINTS			
COST & FUNDING	Total cost: \$5,000	Funding source: Land Development Division	
	TERMS (if applicable):		
	Explanation: Newhall Land and Farming Company paid \$5,000, which is the cost of processing the request.		
PURPOSE OF REQUEST	Public Works is seeking Board approval to vacate the road easements on a portion of Media Center Lane and on portions of Magic Mountain Parkway west of Media Center Lane in the unincorporated community of Stevenson Ranch.		
BACKGROUND (include internal/external issues that may exist including any related motions)	Newhall Land and Farming Company requested the vacation to accommodate the realignment of Magic Mountain Parkway as part of Tract No. 61105.		
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: Sustainability–The recommended action will allow the County of Los Angeles to vacate the road easements to realign Magic Mountain Parkway.		
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Shari Afshari, Deputy Director, (626) 458-4008, safshari@pw.lacounty.gov		

VACATION OF A PORTION MEDIA CENTER LANE AND PORTIONS OF MAGIC MOUNTAIN PARKWAY WEST OF MEDIA CENTER LANE



LEGEND

-  PROPOSED VACATION AREA
-  REQUESTOR



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: **SMP-5**

July 12, 2022

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

Dear Supervisors:

**TRANSPORTATION CORE SERVICE AREA
RESOLUTION OF SUMMARY VACATION
A PORTION OF MEDIA CENTER LANE AND PORTIONS OF
MAGIC MOUNTAIN PARKWAY WEST OF MEDIA CENTER LANE
IN THE UNINCORPORATED COMMUNITY OF STEVENSON RANCH
(SUPERVISORIAL DISTRICT 5)
(3 VOTES)**

SUBJECT

Public Works is seeking Board approval to vacate the road easements on a portion of Media Center Lane and on portions of Magic Mountain Parkway west of Media Center Lane in the unincorporated community of Stevenson Ranch, which are no longer needed for public use.

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. Find that the road easements to be vacated for public road and highway purposes on a portion of Media Center Lane and on portions of Magic Mountain Parkway west of Media Center Lane, in the unincorporated community of Stevenson Ranch, are not useful as nonmotorized transportation facilities, as required by Section 892 of the California Streets and Highways Code, and are excess, not required for street or highway purposes, and can be vacated pursuant to Section 8334(a) of the California Streets and Highways Code.

3. Adopt the Resolution of Summary Vacation of a Portion of Media Center Lane and Portions of Magic Mountain Parkway west of Media Center Lane pursuant to Section 8335 of the California Streets and Highways Code.
4. Upon approval, authorize the Director of Public Works or his designee to record the certified original resolution with the office of the Registrar-Recorder/County Clerk of the County of Los Angeles.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommended action will find that the project is exempt from the California Environmental Quality Act (CEQA) and allow the County to vacate the road easements on a portion of Media Center Lane and on portions of Magic Mountain Parkway west of Media Center Lane, in the unincorporated community of Stevenson Ranch, since they no longer serve the purpose for which they were granted and are not required for public use.

The proposed vacation of the road easements was requested by Newhall Land and Farming Company to accommodate the realignment of Magic Mountain Parkway as part of Tract No. 61105.

Implementation of Strategic Plan Goals

These recommendations support the County Strategic Plan: Strategy III.3, Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability, by allowing the County to vacate the road easements, which will promote fiscal sustainability and reduce the County's exposure to potential liabilities.

FISCAL IMPACT/FINANCING

There will be no significant impact to the County General Fund.

Newhall Land and Farming Company paid \$5,000, which is the cost of processing the request.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The total area of the road easements to be vacated contains approximately 29,249± square feet as shown on the enclosed map (Enclosure A).

The County's interest in the road easements was acquired by dedication in Deed to the County, per Instrument No. 20110227355, for street and highway purposes recorded on February 10, 2011; and Parcel Map No. 18654, per Map Book 330, pages 45 through 53 of Parcel Maps, both on file in the office of the Registrar-Recorder/County Clerk as easements for public road and highway purposes.

The California Streets and Highways Code, Section 8334(a), provides that the legislative body of a local agency may summarily vacate any excess right of way of a street or highway not required for street and highway purposes.

The California Streets and Highways Code, Section 8335, provides that upon making the required finding, the legislative body of the local agency may effectuate the summary vacation of a street, highway, or public service easement by adopting a resolution of summary vacation.

The road easements proposed to be vacated were reviewed by the City of Santa Clarita, County Sanitation Districts, Fire Department, Department of Parks and Recreation, Department of Regional Planning, and Public Works. The road easements proposed to be vacated are determined to be not useful as nonmotorized transportation facilities and are consistent with the County's General Plan.

The California Streets and Highways Code, Section 892(a), provides that the right of way established for other purposes by cities, counties, and local agencies, shall not be abandoned unless the governing body determines that the rights of way or parts thereof are not useful as a nonmotorized transportation facility. A nonmotorized transportation facility is defined in Section 887 of the California Streets and Highways Code as a facility designed primarily for the use of pedestrians, bicyclists, or equestrians.

The enclosed "Resolution of Summary Vacation of a Portion of Media Center Lane and Portions of Magic Mountain Parkway west of Media Center Lane" (Enclosure B) has been approved by County Counsel as to form and it will be recorded. Adoption and subsequent recordation of the Resolution will terminate the County's rights and interest in the road easements and will result in the property being unencumbered by the road easements.

ENVIRONMENTAL DOCUMENTATION

The proposed project is exempt from CEQA. The project, which is the vacation of the road easements, is within certain classes of projects that have been determined not to have a significant effect on the environment in that it meets the criteria set forth in Sections 15305 and 15321 of the CEQA Guidelines and Classes 5 and 21 of the County's

Environmental Document Reporting Procedures and Guidelines, Appendix G, relating to minor alterations in land use and regulatory actions to enforce use entitlement. The project will not involve the removal of healthy, mature, or scenic trees. In addition, based on the proposed project records, it will comply with all applicable regulations; it is not in a sensitive environment; there are no cumulative impacts, unusual circumstances, damage to scenic highways, or 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 recommended actions will have no impact on current County services.

CONCLUSION

Please return one adopted copy of this letter and one signed original resolution together with a copy of the Board of Supervisors' minute order to Public Works, Survey/Mapping & Property Management Division.

Respectfully submitted,

MARK PESTRELLA, PE
Director of Public Works

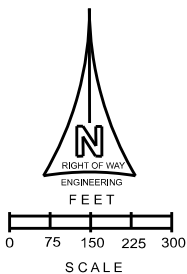
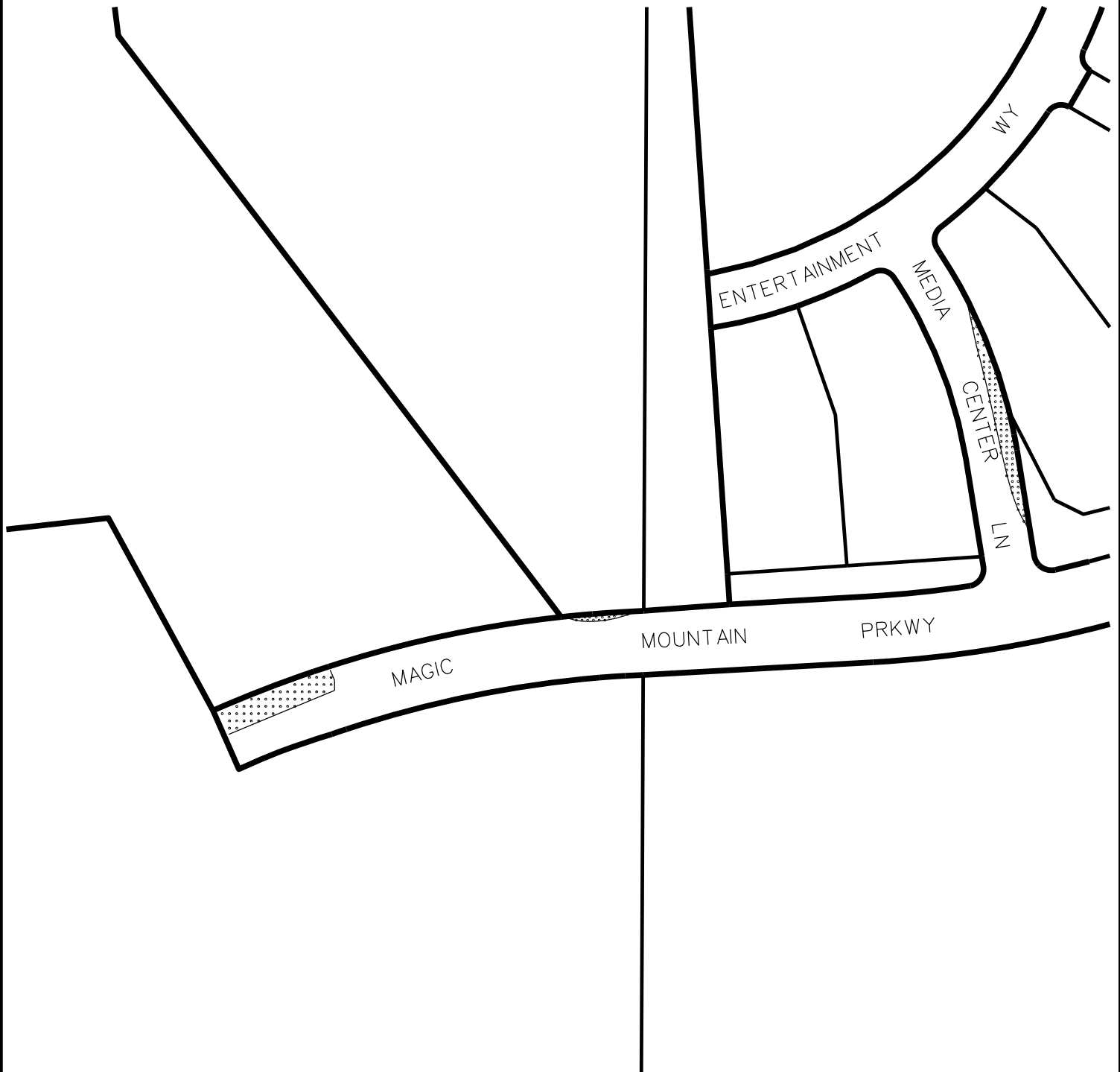
MP:GE:jh

Enclosures

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

Enclosure A

VACATION OF A PORTION OF MEDIA CENTER LANE AND PORTIONS OF MAGIC MOUNTAIN PARKWAY WEST OF MEDIA CENTER LANE



ROAD EASEMENTS TO BE VACATED
TOTAL AREA: 29,249± SQ. FT.

Enclosure B

**RESOLUTION OF SUMMARY VACATION
A PORTION OF MEDIA CENTER LANE AND PORTIONS OF
MAGIC MOUNTAIN PARKWAY WEST OF MEDIA CENTER LANE**

NOW, THEREFORE, THE BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES HEREBY FINDS, DETERMINES, AND RESOLVES AS FOLLOWS:

1. That the County of Los Angeles is the holder of road easements for public road and highway purposes on a portion of Media Center Lane and on portions of Magic Mountain Parkway west of Media Center Lane (hereinafter referred to as road easements) in, over, and across the real property as legally described in Exhibit A and depicted on Exhibit B, both attached hereto. The road easements are located in the unincorporated community of Stevenson Ranch, in the County of Los Angeles, State of California.
2. That the road easements are excess and not required for street or highway purposes and are not useful as nonmotorized transportation facilities.
3. That the road easements are hereby vacated pursuant to Chapter 4, Part 3, Division 9, of the California Streets and Highways Code of the State of California, commencing with Section 8330.
4. That the Director of Public Works or his designee is authorized to record the certified original resolution with the office of the Registrar-Recorder/County Clerk of the County of Los Angeles.
5. From and after the date this resolution is recorded, the road easements will no longer constitute a street, highway, or public service easements.

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The foregoing resolution was adopted on the ____ day of _____, 2022,
by the Board of Supervisors of the County of Los Angeles and ex officio of the governing
body of all other special assessment and taxing districts for which said Board so acts.

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

By _____
Deputy

APPROVED AS TO FORM:

DAWYN R. HARRISON
Acting County Counsel

By  _____
Deputy

LEGAL DESCRIPTION

MAGIC MOUNTAIN PARKWAY/MEDIA CENTER LANE VACATION

**MEDIA CENTER LANE
MAGIC MOUNTAIN PARKWAY WEST OF
MEDIA CENTER LANE
A.M.B. 2826-007, 008, 163
I.M. 264-097
R.D. 556
S.D. 5
LDS542RW**

1-1VAC (Vacation of public road and highway easements)

That certain portion in the Unincorporated Territory of the County of Los Angeles, State of California, of the Rancho San Francisco per map filed in Book 1, Pages 521 and 522 of Patents, records of said County, being that portion of Magic Mountain Parkway (100.00 feet wide) as described in the Road Deed recorded April 6, 1971 as Instrument No. 3104, as filed in Book D5018, Page 704 of Official Records, also shown on a Record of Survey filed in Book 169, Pages 49 through 52, inclusive of Records of Survey, all in the Office of the Registrar-Recorder / County Clerk of said County, described as follows:

Beginning at the most westerly corner of the right of way of said Magic Mountain Parkway (100.00 feet wide); thence along the westerly line of said right of way South 23°47'46" East 71.06 feet to a curve concave southeasterly having a radius of 1590.00 feet, a radial line to the beginning of said curve bears North 25°33'41" West; thence northeasterly 87.95 feet along said curve through a central angle of 3°10'10" to a compound curve concave southerly having a radius of 2599.00 feet; thence easterly 61.09 feet along said curve through a central angle of 1°20'48" to a compound curve concave southerly having a radius of 105.96 feet; thence easterly 32.21 feet along said curve through a central angle of 17°24'58"; thence non-tangent from said curve North 86°17'29" East 21.12 feet to a non-tangent curve concave northerly having a radius of 31.09 feet, a radial line to the beginning of said curve bears South 2°44'00" East; thence easterly 9.20 feet along said curve through a central angle of 16°57'46" to a reverse curve concave southerly having a radius of 2587.00 feet; thence easterly 100.37 feet along said curve through a central angle of 2°13'23"; thence non-tangent from said curve North 17°28'24" West 2.46 feet; thence North 7°56'00" East 23.36 feet to a non-tangent curve concave southwesterly having

EXHIBIT "A"

LEGAL DESCRIPTION

MAGIC MOUNTAIN PARKWAY/MEDIA CENTER LANE VACATION

a radius of 1735.50 feet, a radial line to the beginning of said curve bears North 58°44'50" East; thence northwesterly 48.97 feet along said curve through a central angle of 1°37'00" to the northerly line of said right of way of Magic Mountain Parkway, being a non-tangent curve concave southerly having a radius of 1850.00 feet, a radial line to the beginning of said curve bears North 14°00'09" West; thence westerly 316.22 feet along said curve through a central angle of 9°47'37" to the Point of Beginning.

Containing an area of 22,564 square feet, more or less.

1-2VAC (Vacation of public road and highway easements)

That certain portion in the Unincorporated Territory of the County of Los Angeles, State of California, of the Rancho San Francisco per map filed in Book 1, Pages 521 and 522 of Patents, records of said County, being that portion of Magic Mountain Parkway (100.00 feet wide) as described in the Road Deed recorded April 6, 1971 as Instrument No. 3104, as filed in Book D5018, Page 704 of Official Records, also shown on a Record of Survey filed in Book 169, Pages 49 through 52, inclusive of Records of Survey, all in the Office of the Registrar-Recorder / County Clerk of said County, described as follows:

Commencing a point in the Proposed Centerline of Magic Mountain Parkway shown and described in that certain easement deed recorded December 27, 2021 as Instrument No. 20211910484 of Official Records in the office of said Registrar-Recorder/County Clerk, said point being a point on that certain course in said centerline described as "North 81°28'04" East 427.73 feet" and distant North 81°28'04" East 64.45 feet from the easterly terminus of said course; thence perpendicular from said centerline North 08°31'56" West 113.66 feet to a point in the northerly right of way of Magic Mountain Parkway (100.00 feet wide) as described in the Road Deed recorded April 6, 1971 as Instrument No. 3104, as filed in Book D5018, Page 704 of Official Records of said County and the True Point of Beginning; thence leaving said right of way South 79°55'59" West 92.73 feet to a curve concave northerly having a radius of 186.00 feet; thence westerly 88.34 feet along said curve through a central angle of 27°12'50" to a point on said northerly right of way of Magic Mountain Parkway, being a non-tangent curve concave southerly having a radius of 1850.00 feet, a radial line to said point bears North 4°39'08" West; thence along said northerly right of way the following two (2) courses:

EXHIBIT "A"

LEGAL DESCRIPTION

MAGIC MOUNTAIN PARKWAY/MEDIA CENTER LANE VACATION

- 1) easterly 43.82 feet along said curve through a central angle of 1°21'26" and
- 2) North 86°42'18" East 135.16 feet to the True Point of Beginning.

Containing an area of 1,299 square feet, more or less.

1-3VAC (Vacation of public road and highway easements)

That certain portion Media Center Lane as shown on Parcel Map No. 18654 as per a map filed in Book 330, Pages 45 through 53, inclusive, of Parcel Maps, in the office of said Registrar-Recorder/County Clerk, in the Office of the Registrar-Recorder / County Clerk of said County, described as follows:

Beginning at a point of intersection of a curve which is concentric with and distant 42.00 feet easterly from the Proposed Centerline of Media Center Lane shown and described in that certain easement deed recorded December 27, 2021 as Instrument No. 20211910484 of Official Records in the office of said Registrar-Recorder/County Clerk and the existing right of way of Media Center Lane as shown and dedicated on said Parcel Map No. 18654, said concentric curve being a curve concave westerly having a radius of 392.00 feet, a radial line said point of intersection bears North 61°37'51" East; thence along said concentric curve and parallel to said with and distant 42.00 feet easterly from said Proposed Centerline of Media Center Lane the following two (2) courses:

- 1) southerly 112.88 feet along said curve through a central angle of 16°29'57" and
- 2) South 11°52'12" East 220.84 feet;

thence South 41°52'12" East 8.97 feet to a curve concave southwesterly having a radius of 22.50 feet; thence southeasterly 11.83 feet along said curve through a central angle of 30°07'06" to a reverse curve concave northeasterly having a radius of 92.50 feet; thence southeasterly 41.61 feet along said curve through a central angle of 25°46'19" to a point in said existing right of way of Media Center Lane; thence along said existing right of way the following two (2) courses:

EXHIBIT "A"

LEGAL DESCRIPTION

MAGIC MOUNTAIN PARKWAY/MEDIA CENTER LANE VACATION

- 3) non-tangent from said curve North $9^{\circ}16'32''$ West 111.45 feet to a curve concave westerly having a radius of 792.00 feet and
- 4) northerly 284.20 feet along said curve through a central angle of $20^{\circ}33'36''$ to the Point of Beginning.

Containing an area of 5,386 square feet, more or less.

All as shown on Exhibit "B" and by this reference made a part hereof.



Robert L. Wheeler, IV, PLS 8639
Date: 04/20/2022



EXHIBIT "A"

VACATION OF ROAD EASEMENT

Sketch to Accompany Legal Description

INDICATES SHEET NUMBER



P.M. NO. 12337
P.M.B. 127/99-100

P.M. NO. 18654
P.M.B. 330/45-53

COMMERCE CENTER DRIVE

THE OLD ROAD

1-3VAC
1-2VAC
1-1VAC



TRACT NO. 61105-01
M.B. 1415/72-99

MAGIC MOUNTAIN PARKWAY
PER INSTRUMENT NO. 20211910484 O.R.

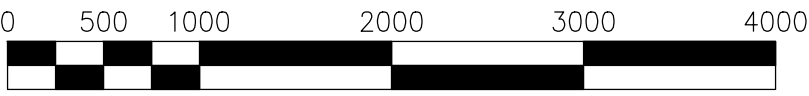
POR. RANCHO SAN FRANCISCO
1/521-522 PATENTS

MAGIC MOUNTAIN PARKWAY
(PER TR. 61105-01)



04/20/2022

ROBERT L. WHEELER IV, PLS 8639 DATE



SCALE: 1" = 1000'

EXHIBIT "B"
SHEET 1 OF 5

VACATION OF ROAD EASEMENT

Sketch to Accompany Legal Description

MAGIC MOUNTAIN PARKWAY
PER INST. NO. 3104 IN BOOK D5018/704 O.R.
RECORDED 4/6/1971

N14°00'09"W RAD R=1850'
N57°07'50"E RAD R=1735.5'

PARCEL 1
P.M. NO. 12337
P.M.B. 12/99-100

CENTERLINE OF MAGIC MOUNTAIN
PARKWAY PER INST. NO. 3104 IN BOOK
D5018/704 O.R. RECORDED 4/6/1971
R=1850.00'
L=316.22'

22,564 S.F.
A=20°30'04"

1-1VAC

N23°47'46"W
RAD
P.O.B.
1-1VAC

POR. RANCHO
SAN FRANCISCO
1/521-522 PATENTS

N25°33'41"W
RAD
N23°47'46"W
RAD
A=20°30'04"

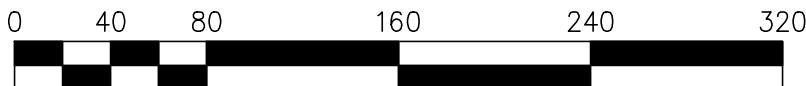
N22°23'31"W
RAD PCC
VARIES
VARIES
80'

MAGIC MOUNTAIN PARKWAY
PER INSTRUMENT NO. 20211910484 O.R. RECORDED 12/27/21
P.O.R. RANCHO SAN FRANCISCO
1/521-522 PATENTS

SEE SHEET 3

LINE TABLE		
LINE	BEARING	LENGTH
L1	N07°56'00"E	23.36'
L2	N17°28'24"W RAD	2.46'
L3	N86°17'29"E	21.12'

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C1	2°13'23"	2587.00'	100.37'
C2	16°57'46"	31.09'	9.21'
C3	17°24'58"	105.96'	32.21'
C4	1°20'48"	2599.00'	61.09'
C5	3°10'09"	1590.00'	87.95'



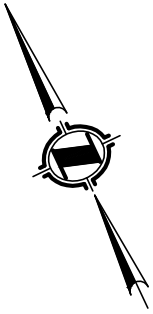
SCALE: 1" = 80'

EXHIBIT "B"

SHEET 2 OF 5

VACATION OF ROAD EASEMENT

Sketch to Accompany Legal Description



POR. RANCHO
SAN FRANCISCO
1/521-522 PATENTS

PARCEL 1
P.M. NO. 18654

PARCEL 2

PARCEL 13
P.M.B. 330/45-53

T.P.O.B.
1-2VAC

1-2VAC

1,299 S.F.

$\Delta=1^{\circ}21'26''$
 $R=1850.00' L=43.82'$

$N04^{\circ}39'08''W$
RAD

$\Delta=20^{\circ}30'04''$
 $R=1800.00'$
 $L=644.06'$

$\Delta=20^{\circ}30'04''$
 $R=1750.00'$
 $L=626.17'$

EXISTING CENTERLINE OF MAGIC
MOUNTAIN PARKWAY PER INST.
NO. 3104 IN
BOOK D5018/704 O.R.
RECORDED 4/6/1971

MAGIC

$N10^{\circ}04'01''W$
RAD

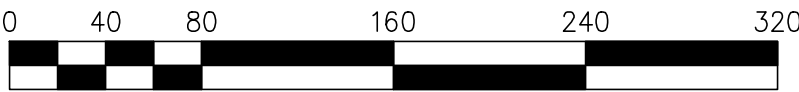
MAGIC MOUNTAIN PARKWAY
PER INSTRUMENT NO. 20211910484 O.R.
RECORDED 12/27/21

P.O.C.
1-2VAC

POR. RANCHO SAN FRANCISCO
1/521-522 PATENTS

SEE SHEET 4

PROPOSED CENTERLINE OF MAGIC MOUNTAIN PARKWAY PER
INSTRUMENT NO. 20211910484 O.R. RECORDED 12/27/21



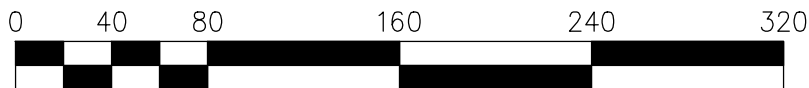
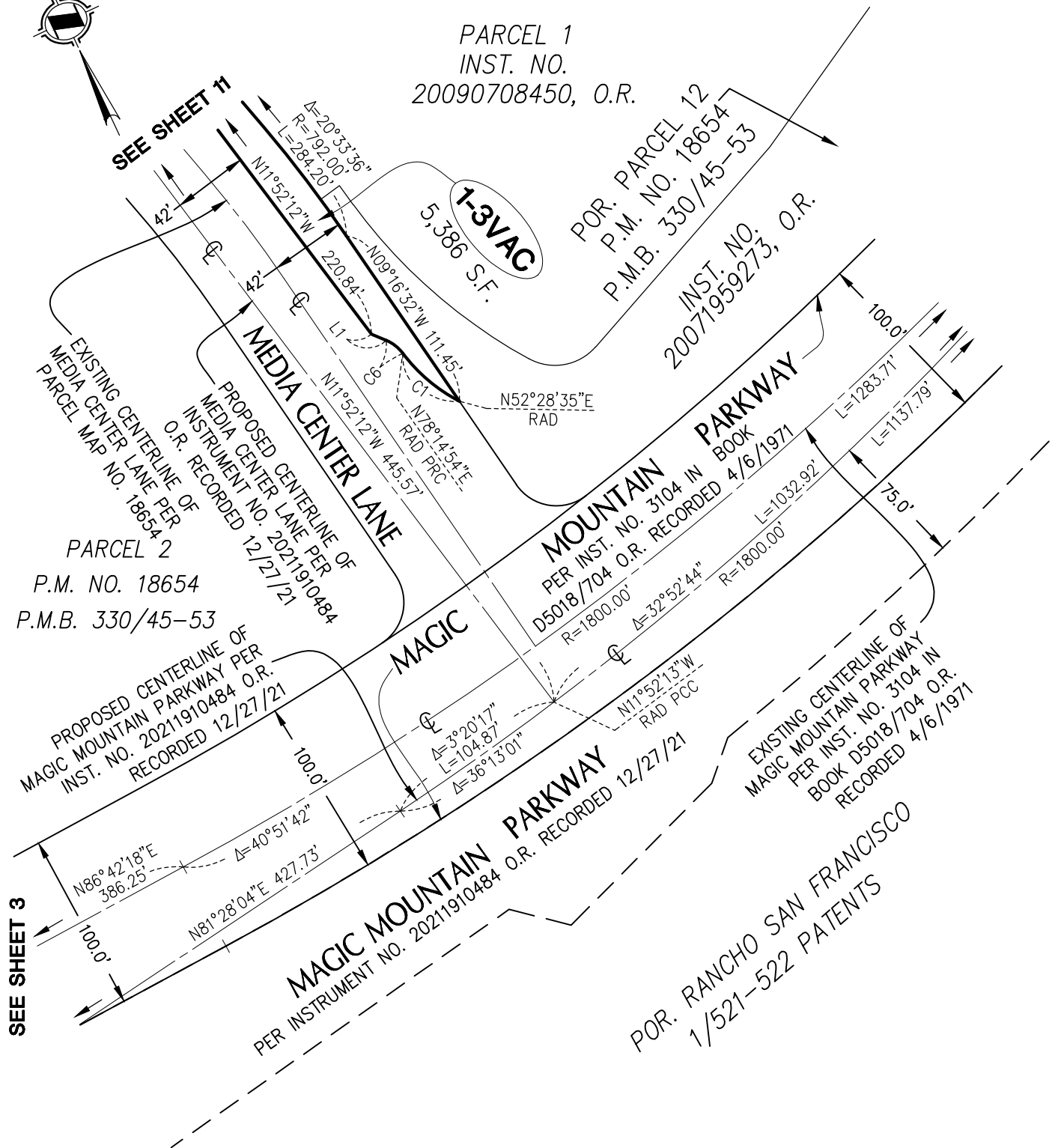
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EXHIBIT "B"

SHEET 3 OF 5

VACATION OF ROAD EASEMENT

Sketch to Accompany Legal Description



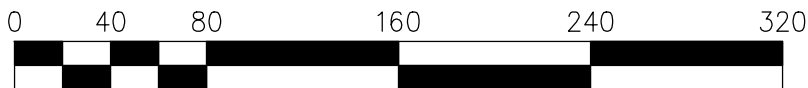
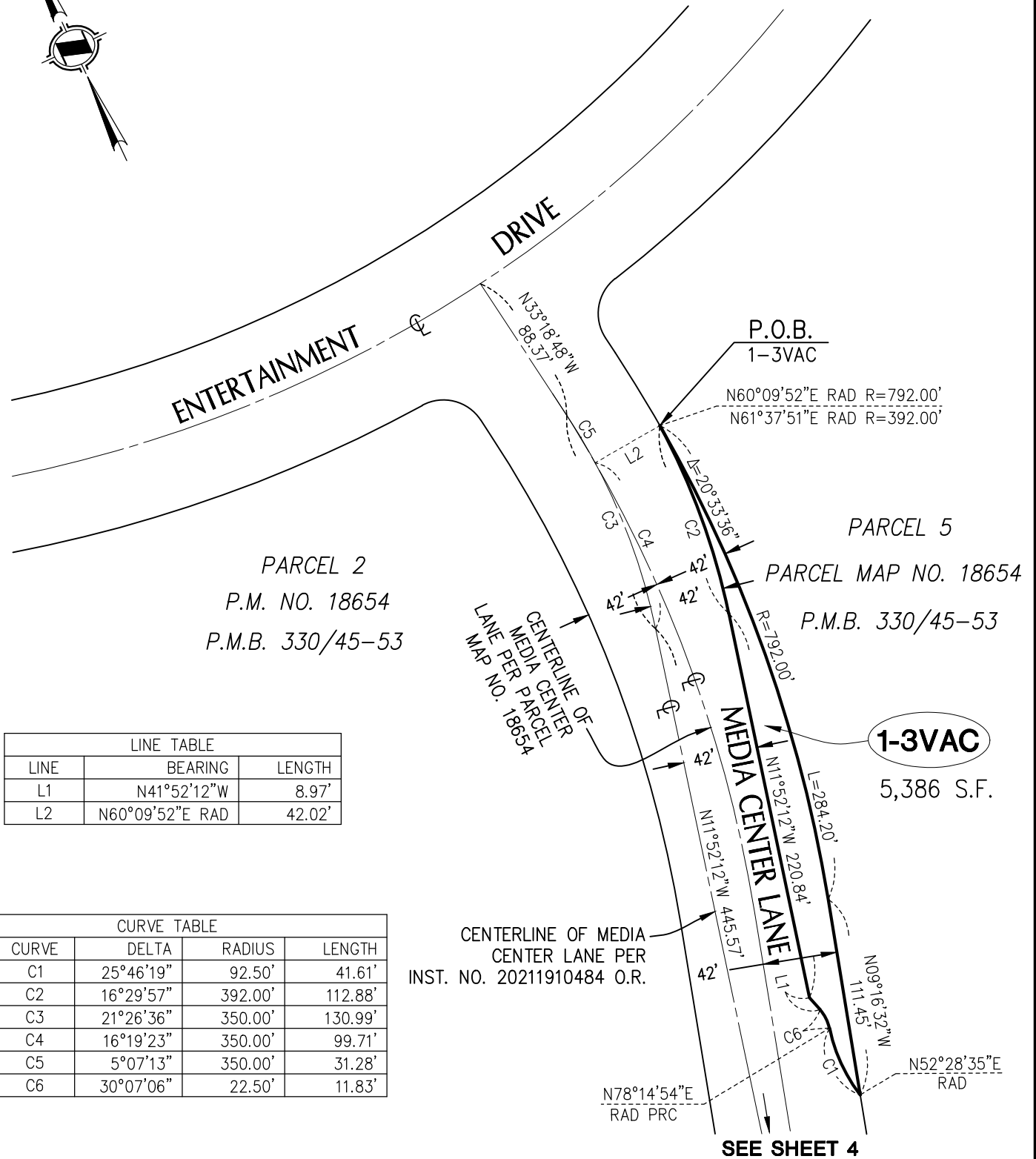
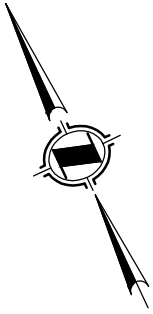
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EXHIBIT "B"

SHEET 4 OF 5

VACATION OF ROAD EASEMENT

Sketch to Accompany Legal Description



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EXHIBIT "B"

SHEET 5 OF 5

BOARD LETTER/MEMO CLUSTER FACT SHEET

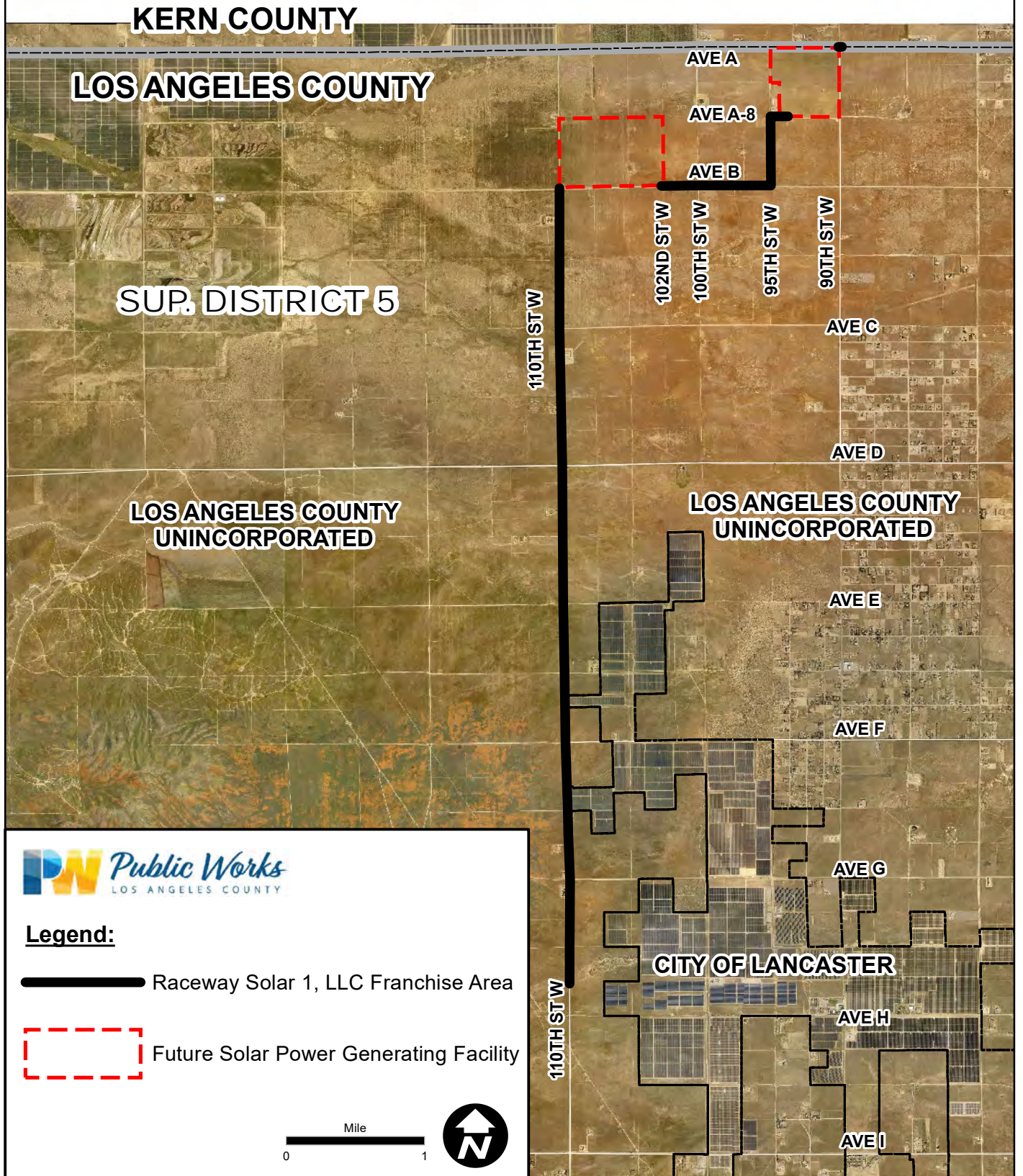
☒ Board Letter

☐ Board Memo

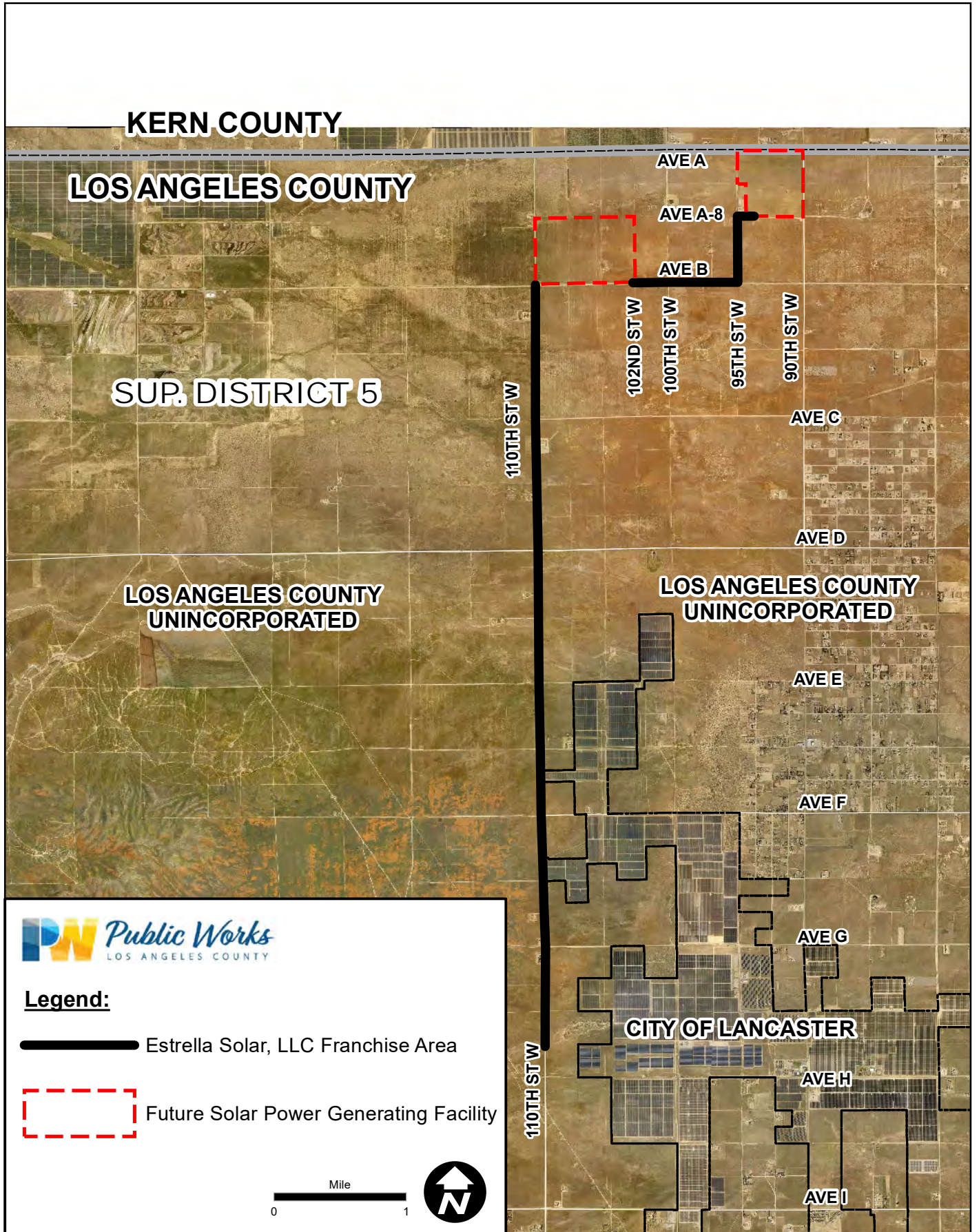
☐ Other

CLUSTER AGENDA REVIEW DATE	6/15/2022	
BOARD MEETING DATE	7/12/2022	
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	TRANSPORTATION CORE SERVICE AREA RESOLUTION OF INTENTION AND INTRODUCTION OF TWO ORDINANCES TO GRANT PROPRIETARY ELECTRICAL TRANSMISSION FRANCHISES TO RACEWAY SOLAR 1, LLC, AND ESTRELLA SOLAR, LLC, FOR THE SILVERADO POWER WEST LOS ANGELES PROJECT AND THE ESTRELLA SOLAR PROJECT WITHIN WEST AVENUE A, 90TH STREET WEST, 95TH STREET WEST, WEST AVENUE A-8, WEST AVENUE B, AND 110TH STREET WEST, IN THE UNINCORPORATED DEL SUR AREA OF THE COUNTY OF LOS ANGELES (SUPERVISORIAL DISTRICT 5) (3 VOTES)	
PROGRAM	None	
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:	
DEADLINES/ TIME CONSTRAINTS	High priority item for the Fifth Supervisorial District.	
COST & FUNDING	Total cost: \$284,301	Funding source: B03 TERMS (if applicable): Explanation: The first year's franchise fees will be \$142,602 for Raceway Solar 1, LLC, and \$141,699 for Estrella Solar, LLC, subject to annual Consumer Price Index for All Urban Consumers adjustments.
PURPOSE OF REQUEST	To introduce two ordinances for adoption by the Board of Supervisors.	
BACKGROUND (include internal/external issues that may exist including any related motions)	Public Works is seeking Board approval to grant proprietary electrical transmission franchises to Raceway Solar 1, LLC, and to Estrella Solar, LLC, within West Avenue A, 90th Street West, 95th Street West, West Avenue A-8, West Avenue B, and 110th Street West, in the unincorporated Del Sur area of the County of Los Angeles.	
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: Sustainability—The projects will provide clean renewable energy to the residential and commercial customers in the County.	
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Shari Afshari, Deputy Director, (626) 458-4008, safshari@pw.lacounty.gov	

**RACEWAY SOLAR 1, LLC
UNINCORPORATED DEL SUR AREA**



**ESTRELLA SOLAR, LLC
UNINCORPORATED DEL SUR AREA**





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

July 12, 2022

IN REPLY PLEASE

REFER TO FILE: SMP-6

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:

**TRANSPORTATION CORE SERVICE AREA
RESOLUTION OF INTENTION AND INTRODUCTION OF TWO ORDINANCES TO
GRANT PROPRIETARY ELECTRICAL TRANSMISSION FRANCHISES TO
RACEWAY SOLAR 1, LLC, AND ESTRELLA SOLAR, LLC,
FOR THE SILVERADO POWER WEST LOS ANGELES PROJECT
AND THE ESTRELLA SOLAR PROJECT
WITHIN WEST AVENUE A, 90TH STREET WEST, 95TH STREET WEST,
WEST AVENUE A-8, WEST AVENUE B, AND 110TH STREET WEST,
IN THE UNINCORPORATED DEL SUR AREA
OF THE COUNTY OF LOS ANGELES
(SUPERVISORIAL DISTRICT 5)
(3 VOTES)**

SUBJECT

Public Works is seeking Board approval to grant one electrical transmission franchise to Raceway Solar 1, LLC, and one electrical transmission franchise to Estrella Solar, LLC, within West Avenue A, 90th Street West, 95th Street West, West Avenue A-8, West Avenue B, and 110th Street West, in the unincorporated Del Sur area of the County of Los Angeles.

IT IS RECOMMENDED THAT THE BOARD:

1. Determine that the recommended actions are within the scope of the Silverado Power West Los Angeles Project impacts analyzed in the Environmental Impact Report and within the scope of the Estrella Solar Project impacts analyzed in the Mitigated Negative Declaration previously adopted by the Los Angeles County Regional Planning Commission.

2. Approve the Resolution of Intention to grant proprietary electrical transmission franchises, one to Raceway Solar 1, LLC, and one to Estrella Solar, LLC; set the matter for a public hearing on August 30, 2022, or the next available hearing date within 60 days from the date of adoption of the Resolution of Intention; and instruct the Executive Officer of the Board of Supervisors to publish a Notice of Public Hearing pursuant to Section 6232 of the California Public Utilities Code.

AFTER THE PUBLIC HEARING, IT IS RECOMMENDED THAT THE BOARD:

Adopt the ordinances granting proprietary electrical transmission franchises to Raceway Solar 1, LLC, and Estrella Solar, LLC, within West Avenue A, 90th Street West, 95th Street West, West Avenue A-8, West Avenue B, and 110th Street West, in the unincorporated Del Sur area of the County of Los Angeles.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommended actions will comply with the California Environmental Quality Act (CEQA) and allow the Board of Supervisors to approve the enclosed Resolution of Intention (Enclosure A), schedule a public hearing, and publish a Notice of Public Hearing, as needed, to adopt the enclosed ordinances (Enclosure B) to grant propriety electrical transmission franchises to Raceway Solar 1, LLC, and Estrella Solar, LLC, within West Avenue A, 90th Street West, 95th Street West, West Avenue A-8, West Avenue B, and 110th Street West, in the unincorporated Del Sur area of the County of Los Angeles.

Raceway and Estrella requested 35-year proprietary electrical transmission franchises to install underground medium-voltage cables and aboveground poles and overhead high-voltage transmission lines to conduct and transmit electricity from the planned Solar Generating Facility projects known as the Silverado Power West Los Angeles Project and the Estrella Solar Project to the existing Big Sky North Substation.

Implementation of Strategic Plan Goals

These recommendations support the County Strategic Plan: Strategy II.3, Make Environmental Sustainability our Daily Reality; Objective II.3.2, Foster a Cleaner, More Efficient, and More Resilient Energy System; and Strategy III.3, Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability, because revenue received from

this transaction will help promote fiscal sustainability for the operation and maintenance of County highways. This transaction also allows for the continuation of utility services through renewable sources.

FISCAL IMPACT/FINANCING

There will be no significant impact to the County General Fund.

Raceway and Estrella will each pay the County a granting fee of \$10,000 and will pay annual franchise fees based on \$3.73 per linear foot of highway space occupied, which will be adjusted annually using the Consumer Price Index for All Urban Consumers.

The first year's franchise fee will be \$142,602 for Raceway and \$141,699 for Estrella, which will be deposited in Fiscal Year 2022-23 into the Road Fund (B03-Revenue Source 8355: Franchises).

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Silverado Power West Los Angeles and the Estrella Solar Projects' future solar generating facilities and related powerlines routes were approved by the Los Angeles County Regional Planning Commission on July 19, 2021, and December 8, 2021, respectively. The facilities to be installed under the franchises consist of underground medium-voltage cables and aboveground poles and overhead high-voltage lines to conduct and transmit electricity. The franchises will be in effect for 35 years, commencing on September 28, 2022, and expiring on September 27, 2057. Raceway and Estrella requested a 35-year term for each of the ordinances to coincide with the 35-year term set forth in the County's approved Conditional Use Permits No. RPPL2020004435 and RPPL2020005134.

Division 3, Title 16, of the Los Angeles County Code authorizes the Board to grant a franchise associated with electrical transmission lines. County Counsel prepared and approved the accompanying Resolution of Intention and the ordinances.

Pursuant to Section 6232 of the California Public Utilities Code, the Executive Officer of the Board shall arrange for the publishing of a Notice of Public Hearing in a newspaper of general circulation in the County at least once within 15 days of the Board's adoption of the Resolution of Intention.

ENVIRONMENTAL DOCUMENTATION

An Initial Study (IS) was prepared for the Estrella Solar Project in compliance with CEQA. The IS identified nine potentially significant effects of the project: Aesthetics, agricultural and forestry resources, air quality, biological resources, cultural resources, geology and soils, greenhouse gas emissions, noise, and tribal cultural resources. Prior to the release of the proposed Mitigated Negative Declaration (MND) and IS for public review, revisions in the project were made or agreed to that would avoid or mitigate the effects to the point where no significant effects would occur. Mitigation measures necessary to ensure that the project will not have a significant effect on the environment are contained in the Mitigation Monitoring and Reporting Program (MMRP) prepared for the project. Written public comments received during the comment period of June 26, 2021, to August 26, 2021, were responded to in the project's response to public review period, the Commission found that: (1) on the basis of the whole record before it that there is no substantial evidence that the project will have a significant effect on the environment; (2) MND reflects the independent judgment of the Commission; and (3) MMRP identifies in detail how compliance with its measures will avoid or mitigate adverse environmental impacts from the project. The Commission adopted the MND on December 8, 2021.

An Addendum to an Environmental Impact Report (EIR) was prepared for the Silverado Power West Los Angeles Project in compliance with CEQA. The EIR IS identified 14 potentially significant effects of the project: Aesthetics, agricultural and forestry resources, air quality, biological resources, cultural resources, geology and soils, greenhouse gas emissions, hazards and hazardous materials, hydrology and water quality, land use and planning, noise, public services, transportation and traffic, and utilities and service systems. Prior to the release of the proposed draft EIR and IS for public review, revisions in the project were made or agreed to that would avoid or mitigate the effects to the point where no significant effects would occur. Mitigation measures necessary to ensure that the project will not have a significant effect on the environment are contained in the MMRP prepared for the project. Written public comments received during the comment period of January 6, 2014, to February 19, 2014, were responded to in the project's response to comments. After consideration of the Addendum, certified EIR, MMRP, and comments received during the public review period, the Commission found that: (1) on the basis of the whole record before it that there is no substantial

evidence that the project will have a significant effect on the environment; (2) the Addendum and EIR reflect the independent judgment of the Commission; and (3) MMRP identifies in detail how compliance to its measures will avoid or mitigate adverse environmental impacts from the project. The Commission adopted the Addendum to the EIR on July 14, 2021.

The recommended actions are within the scope of the projects in the previously adopted MND and the certified EIR. The selected powerlines routes are from proposed routes evaluated in the documents. There are no changes to the projects or to the circumstances under which the projects are undertaken that require further review under CEQA.

The location of the documents and other materials constituting the record of the proceedings upon which the Commission decision and the Board's decision is based in this matter is at Public Works, 900 South Fremont Avenue, 10th Floor, Alhambra, CA 91803. The custodian of such documents and materials is Survey/Mapping & Property Management Division, Real Estate Services Section, and they are also available at the following CEQA websites:

<https://ceqanet.opr.ca.gov/2012061068/2>
<https://ceqanet.opr.ca.gov/2021070438>

Upon the Board's approval of the projects, Public Works will file a Notice of Determination with the office of the Registrar-Recorder/County Clerk in accordance with Section 21152(a) of the California Public Resources Code and pay the required processing fee with the Registrar-Recorder/County Clerk.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

There will be no impact or adverse effect to any current services or future County projects.

The Honorable Board of Supervisors
July 12, 2022
Page 6

CONCLUSION

Please return adopted copies of this letter, the adopted ordinances, and the adopted Resolution of Intention to the attention of Mr. Josh Phillips, Real Estate Manager, AES Corporation, c/o Raceway Solar 1, LLC, c/o Estrella Solar, LLC, 2180 South 1300 East, Suite 600, Salt Lake City, UT 84106; the office of County Counsel; and Public Works, Survey/Mapping & Property Management Division.

Respectfully submitted,

MARK PESTRELLA, PE
Director of Public Works

MP:GE:ec

Enclosures

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

Enclosure A

**RESOLUTION OF INTENTION
TO GRANT PROPRIETARY ELECTRICAL TRANSMISSION FRANCHISES
TO RACEWAY SOLAR 1, LLC, AND ESTRELLA SOLAR, LLC**

BE IT RESOLVED by the Board of Supervisors of the County of Los Angeles, State of California:

- A. Raceway Solar 1, LLC, and Estrella Solar, LLC, hereinafter referred to as Franchisees, have applied to the Board of Supervisors of the County of Los Angeles, State of California, for thirty-five (35)-year franchises terminating on August 29, 2057, to construct, operate, maintain, renew, repair, change the size of, remove or abandon in place, and use an electrical transmission system consisting of conduits, manholes, vaults, cables, wires, poles, switches, communications circuits, other equipment, appliances, and appurtenances necessary and appropriate for cable circuits and communication line crossing, and for the purpose of conducting and transmitting electricity and electrical energy for light, heat, and power purposes, and for any and all other purposes for which electricity can be used for Franchisees' operations in connection with the photovoltaic solar electric generating facilities generally located within West Avenue A, 90th Street West, 95th Street West, West Avenue A-8, West Avenue B, and 110th Street West, in the unincorporated Del Sur area of the County of Los Angeles, State of California, in, on, along, upon, under, or across highways, as defined in Section 16.36.080 of the Los Angeles County Code now or hereafter dedicated to public use within the unincorporated area of the County of Los Angeles, State of California, as more particularly shown on Exhibit A, attached hereto and made a part hereof.
- B. It is the intention of the Board of Supervisors to grant the franchises applied for upon the terms and conditions here mentioned. The Franchisees and their successors and assigns will, during the life of their franchises, pay annually to the County of Los Angeles, State of California, the amount specified in the proposed ordinances from the operative dates of the franchises and in the event such payment is not made, the franchises will be forfeited.
- C. The franchises described in the ordinances attached hereto as Exhibit B and Exhibit C are franchises for electric transmission purposes.

The foregoing resolution was adopted on the ____ day of _____, 2022, by the Board of Supervisors of the County of Los Angeles, State of California, and ex officio of the governing body of all other special assessment and taxing districts, agencies, and authorities for which said Board so acts.

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

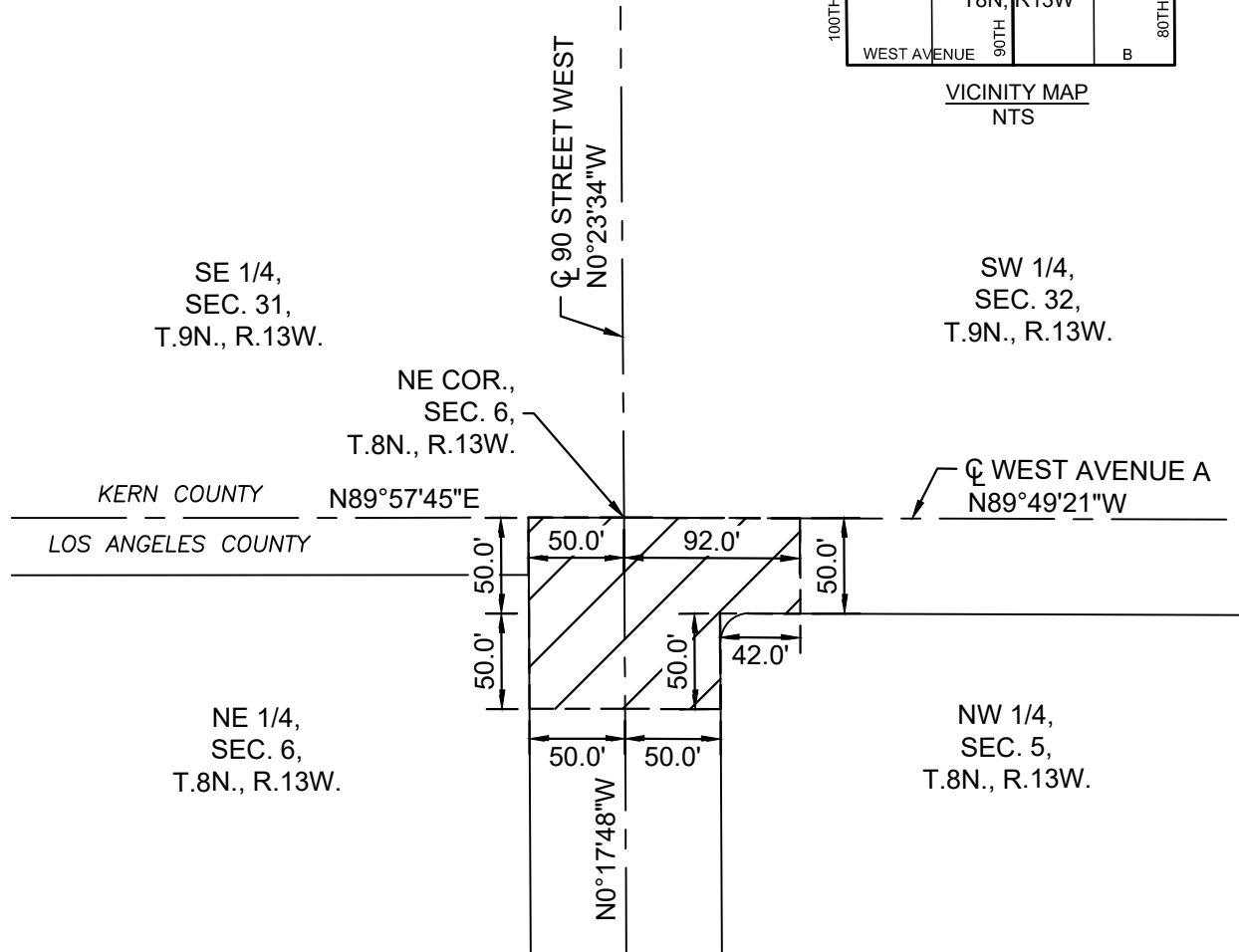
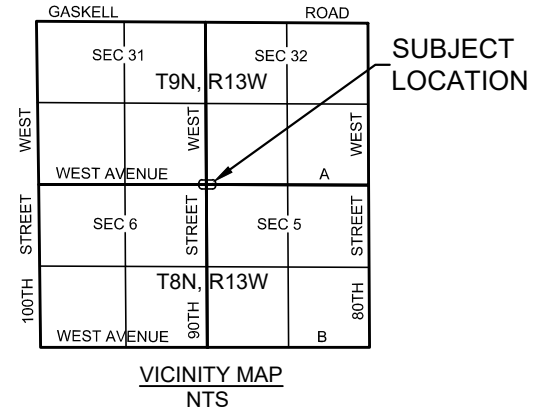
By _____
Deputy

APPROVED AS TO FORM:


DAWYN R. HARRISON
Acting County Counsel

By  _____
Deputy

EXHIBIT A



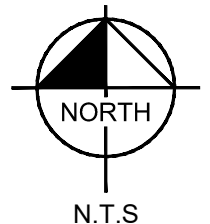
LEGEND

- — — CENTERLINE
- — — PROPERTY LINE
-  INDICATES FRANCHISE AREA

PREPARED UNDER MY SUPERVISION:

TONY WONG, P.E. 22551
EXP: 12-31-2023

DATE



Kimley»Horn

1100 W TOWN AND COUNTRY ROAD,
SUITE 700, ORANGE, CA 92868
Tel: (714) 939-1030

**LOS ANGELES COUNTY
FRANCHISE AGREEMENT EXHIBIT
RACEWAY SOLAR 1, LLC**

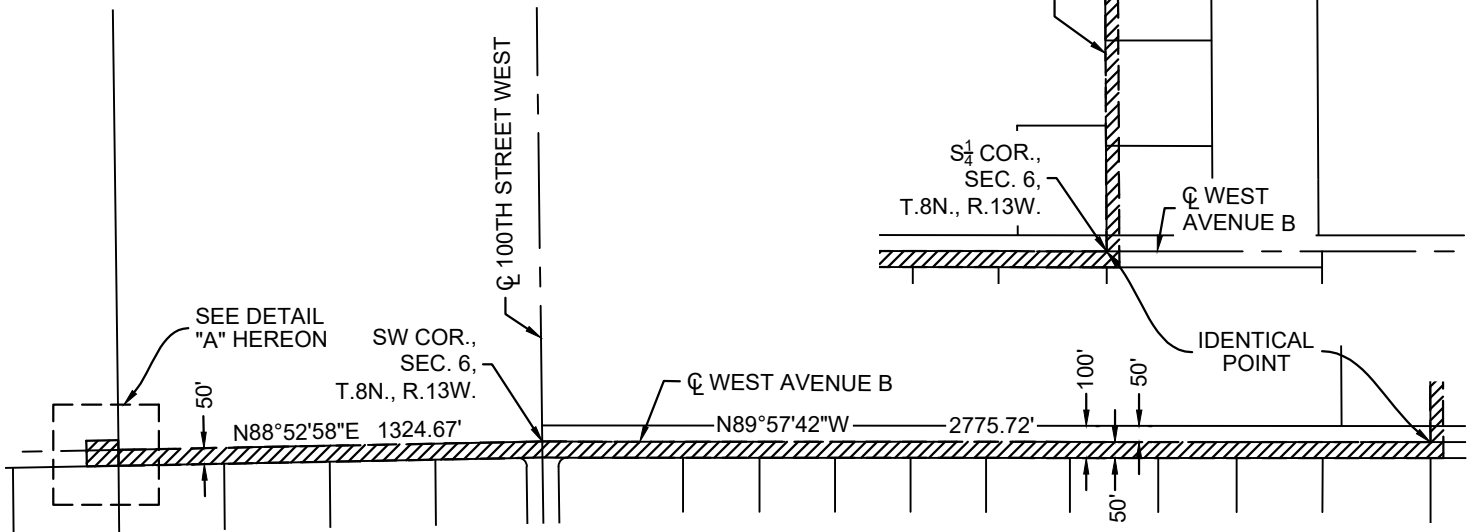
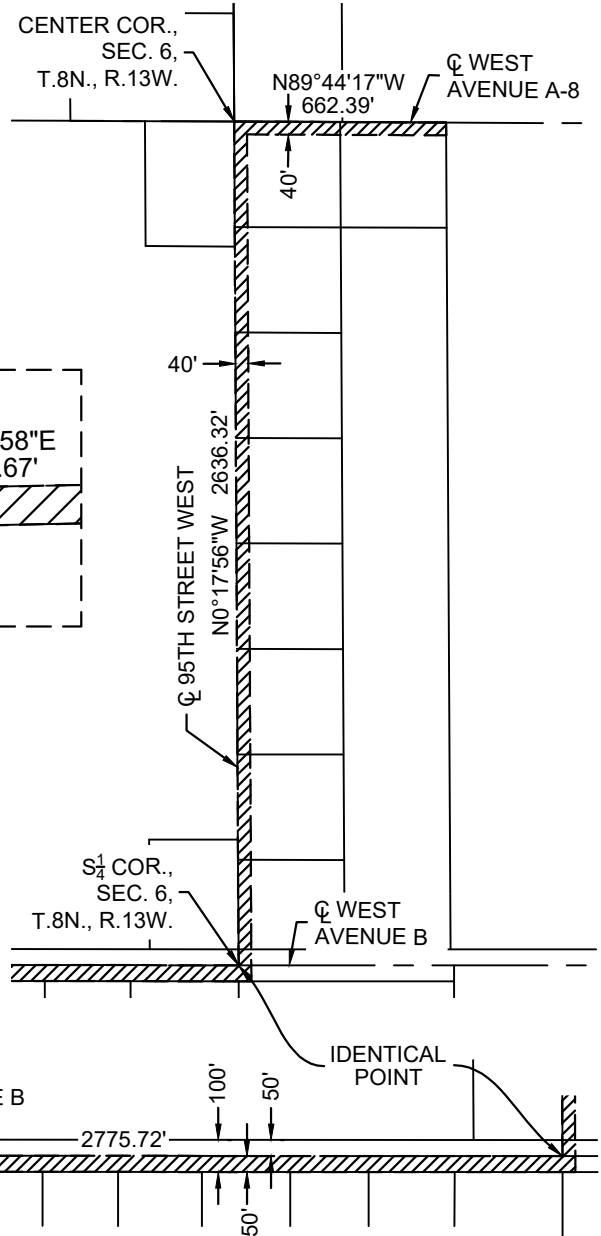
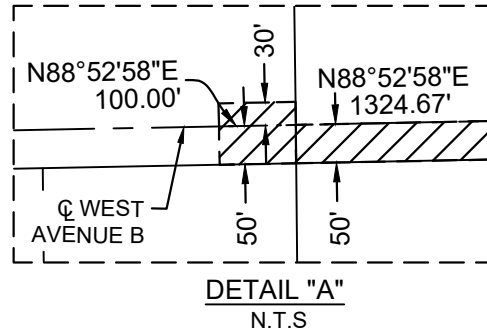
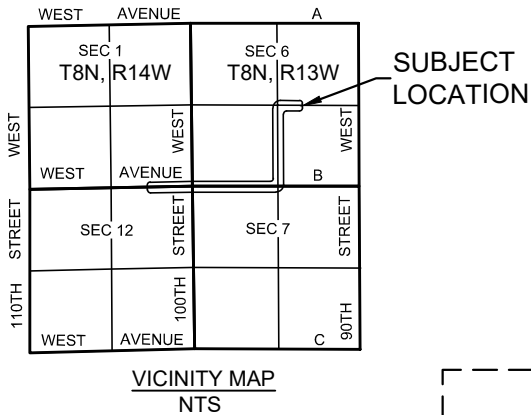
SHEET 1 OF 5

JOB NO: 094817126

SCALE: NTS

DATE: 5/02/2022

EXHIBIT A



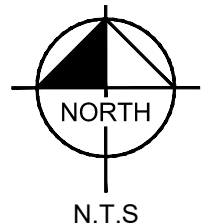
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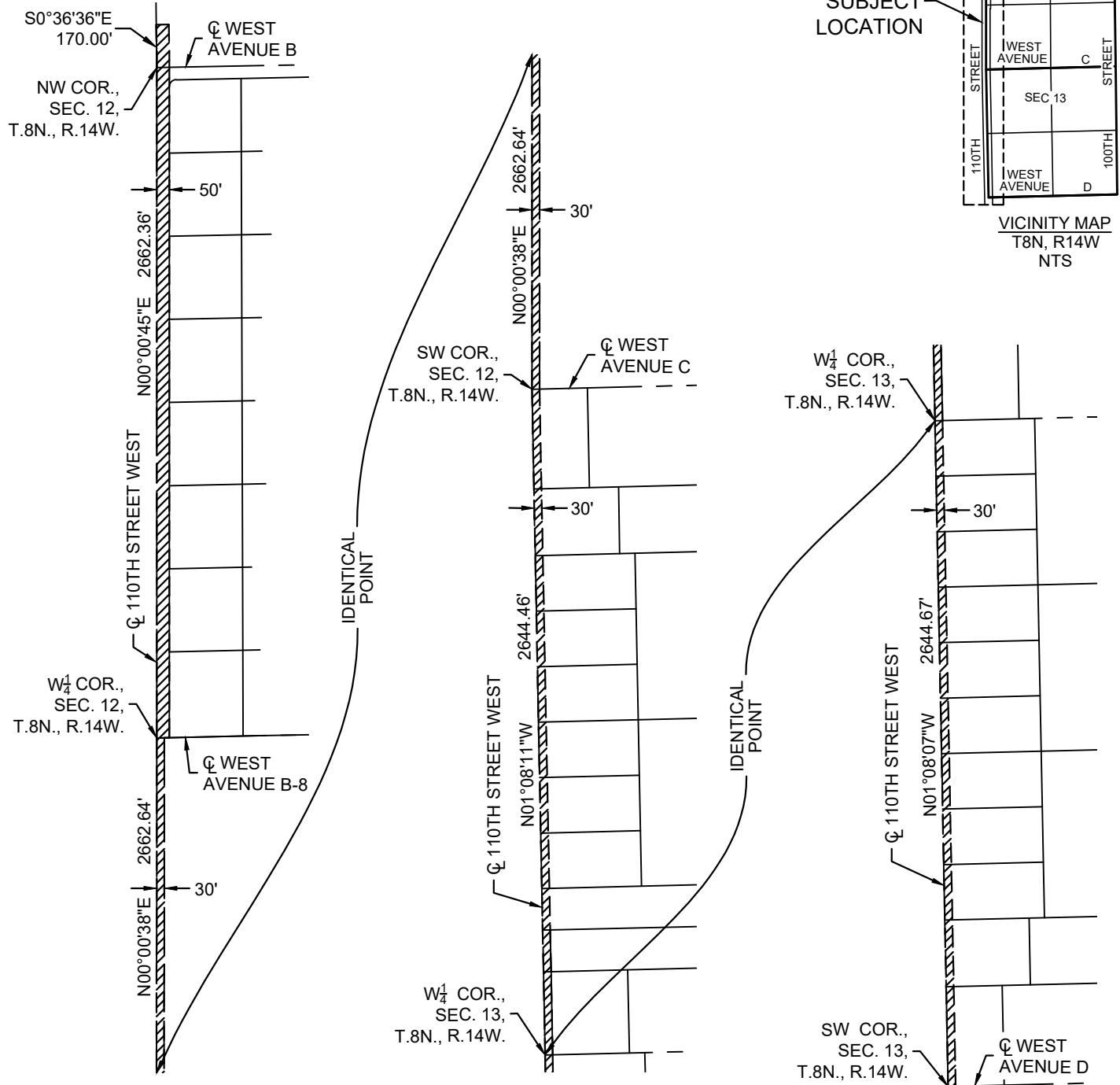
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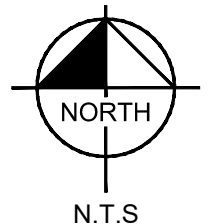
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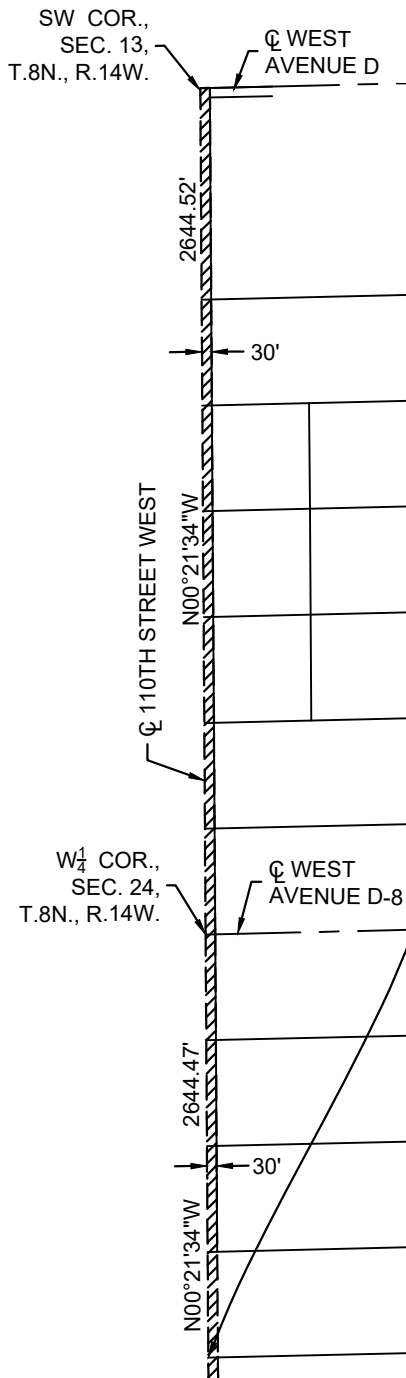
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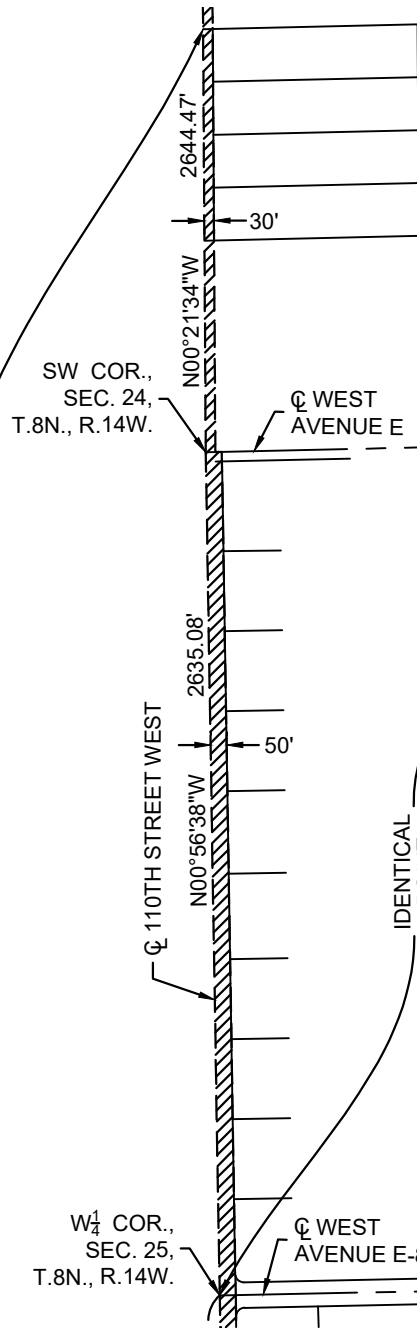
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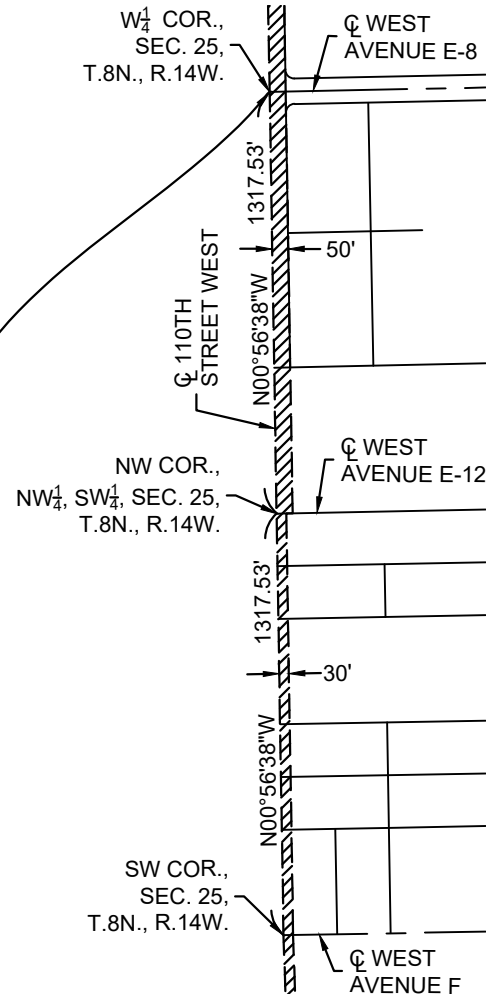
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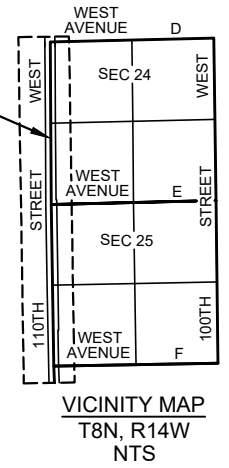
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IDENTICAL
POINT



SUBJECT
LOCATION



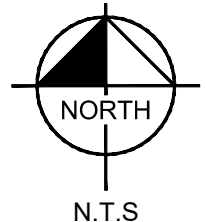
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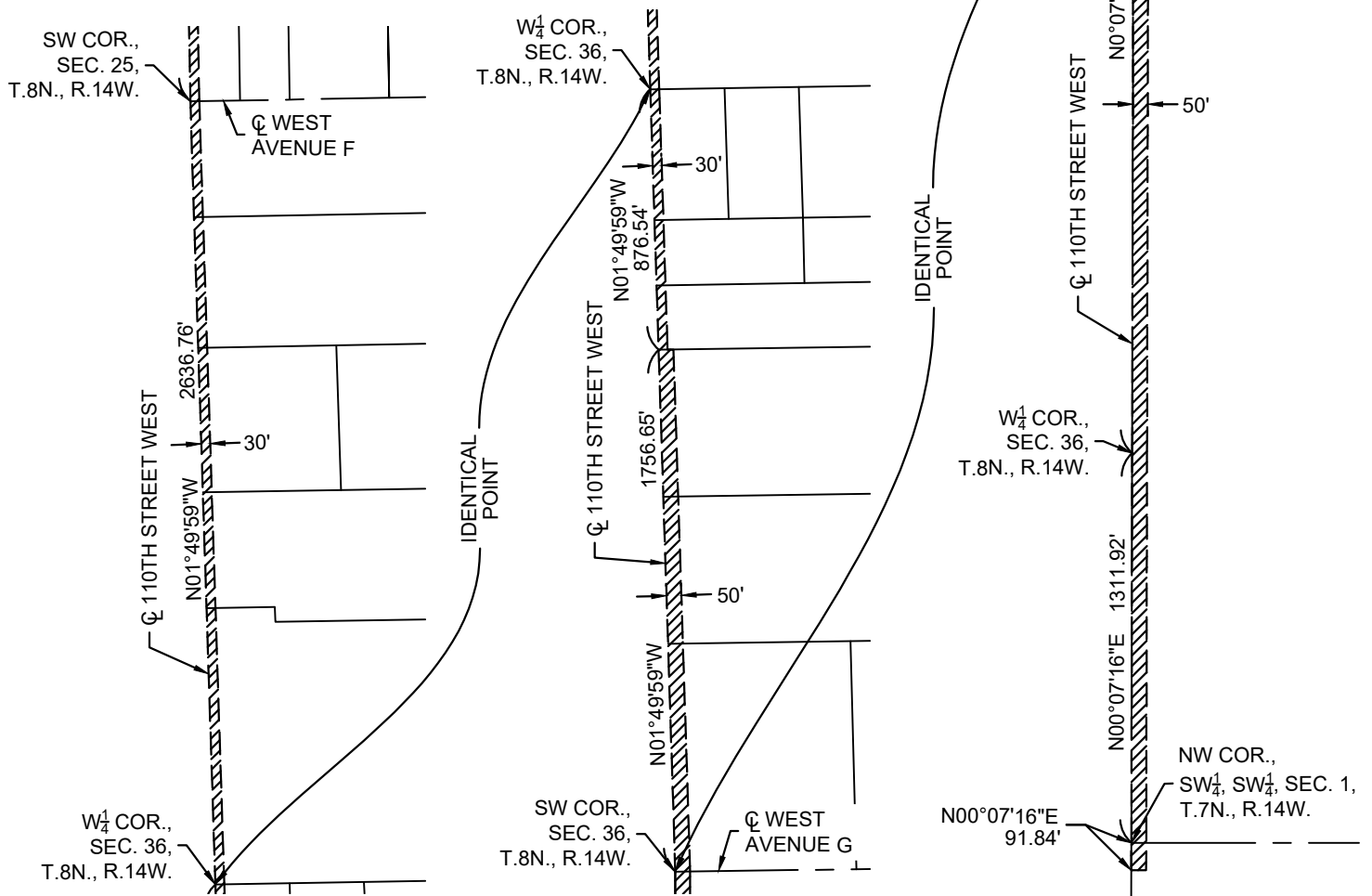
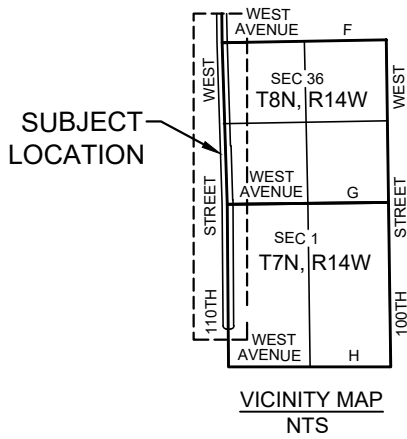
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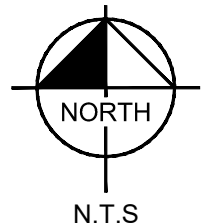
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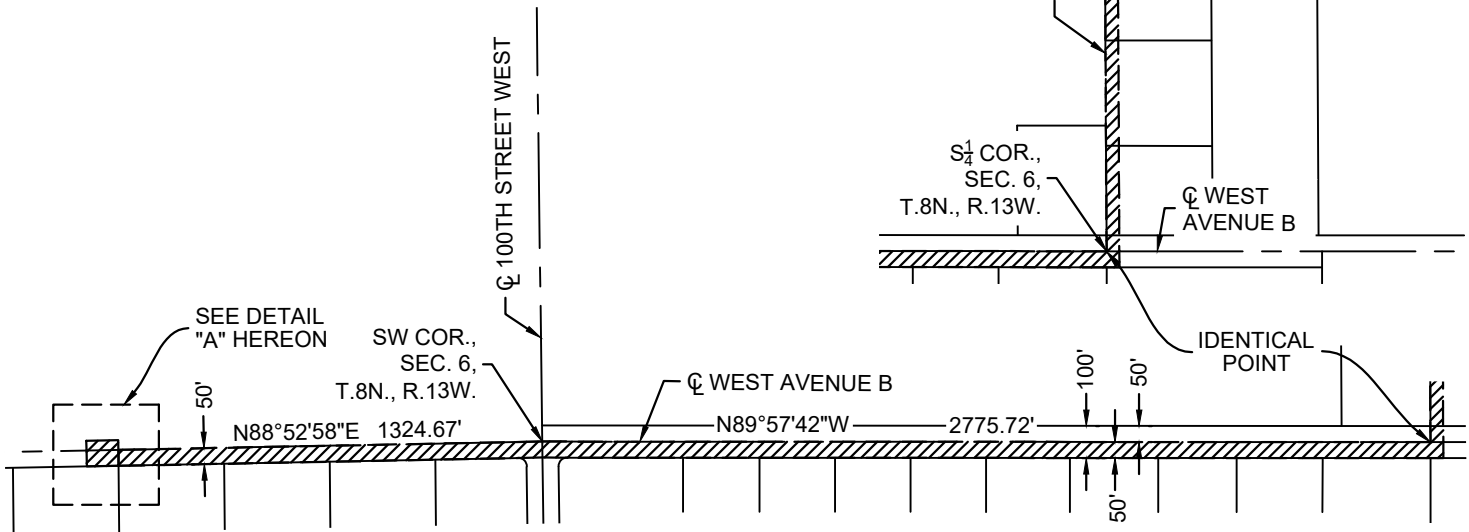
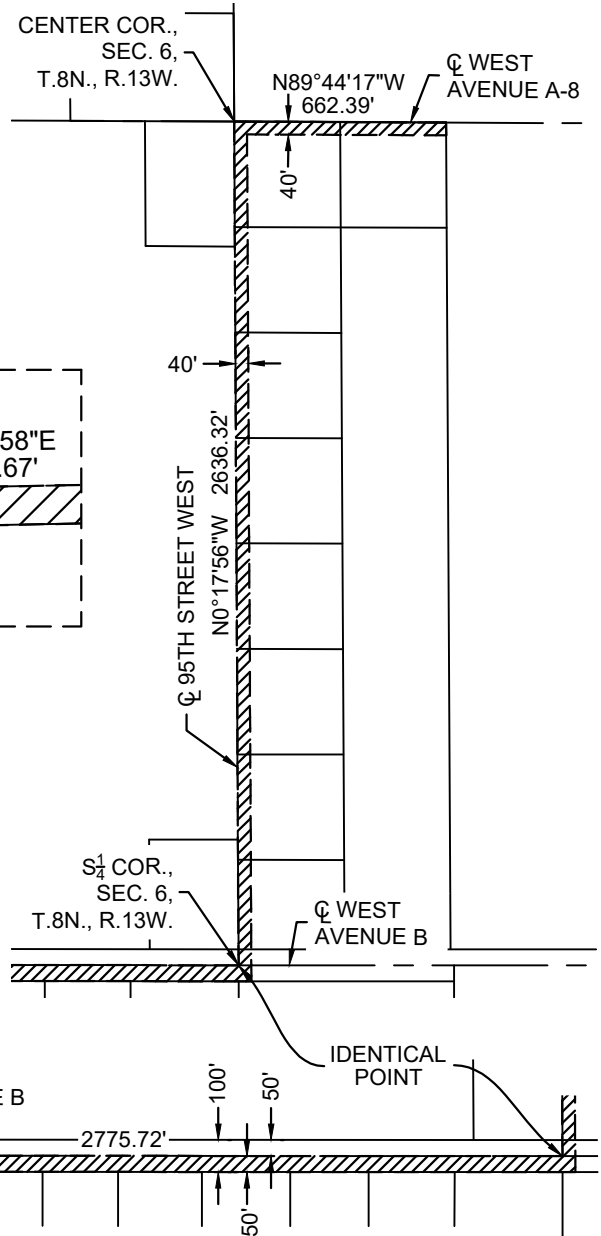
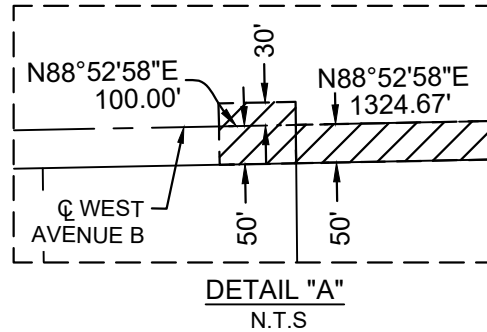
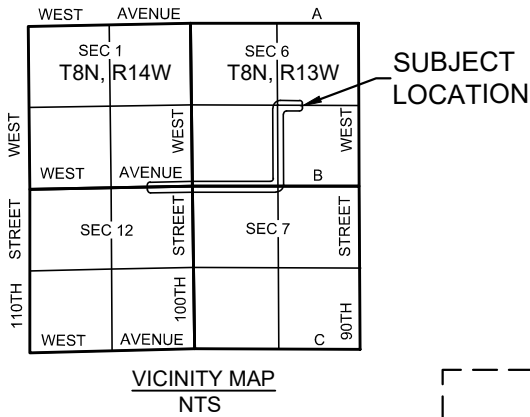
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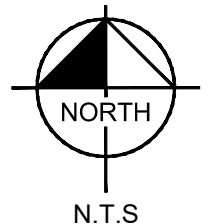
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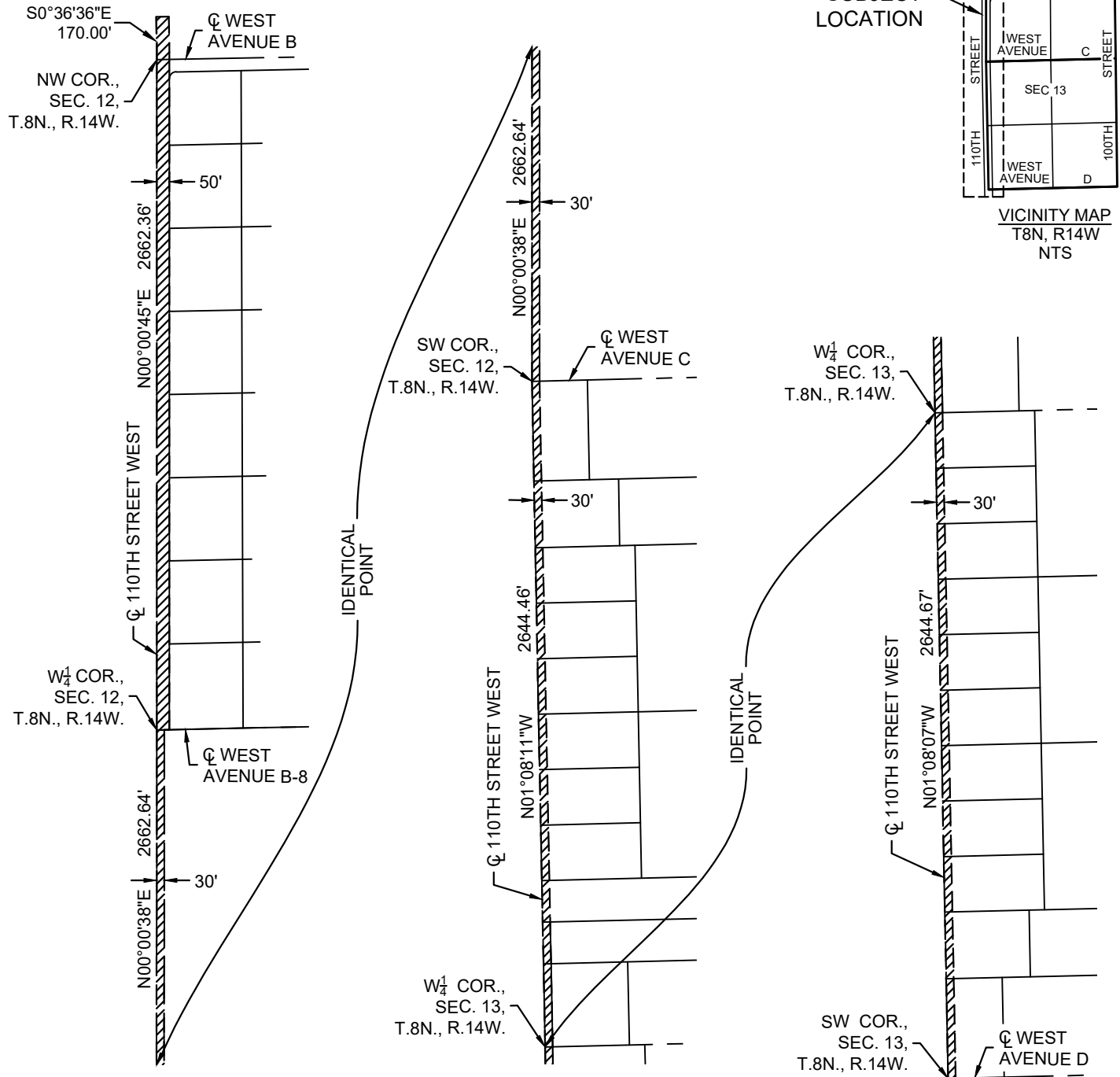
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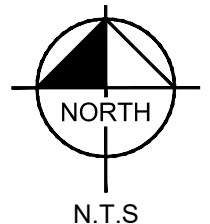
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DATE

Kimley»Horn

1100 W TOWN AND COUNTRY ROAD,
SUITE 700, ORANGE, CA 92868
Tel: (714) 939-1030

**LOS ANGELES COUNTY
FRANCHISE AGREEMENT EXHIBIT
ESTRELLA SOLAR, LLC**

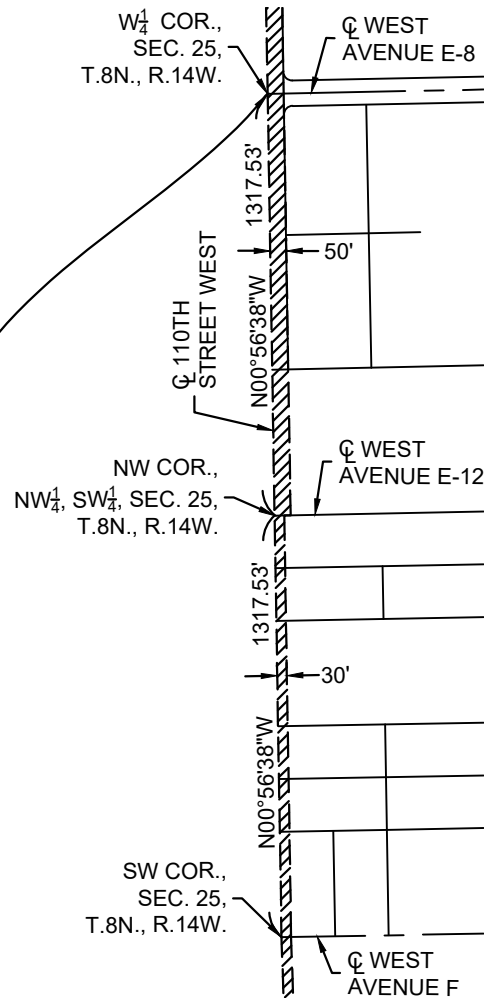
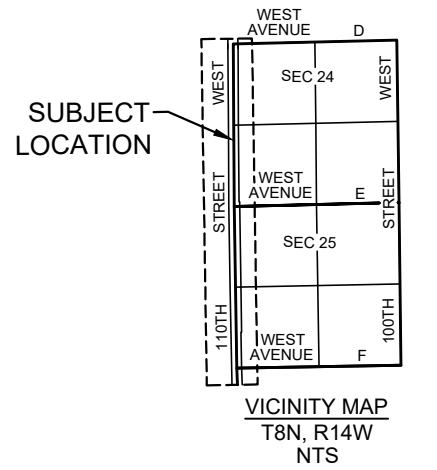
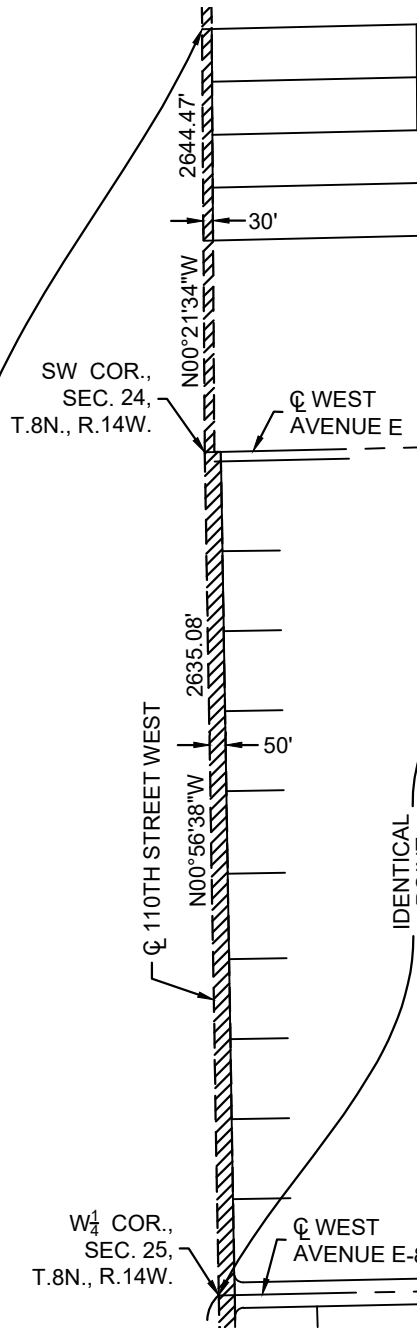
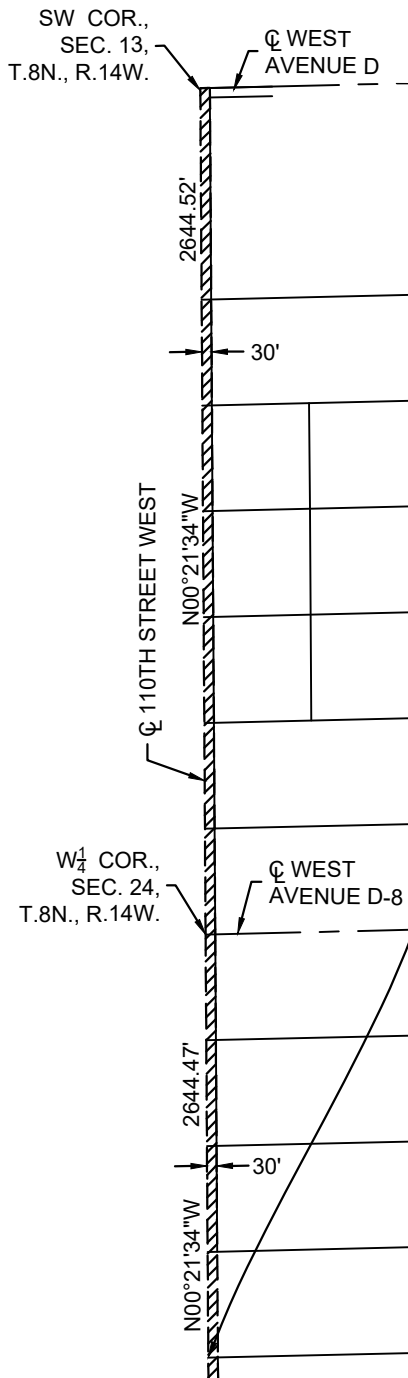
SHEET 2 OF 4

JOB NO: 094817126

SCALE: NTS

DATE: 5/02/2022

EXHIBIT A




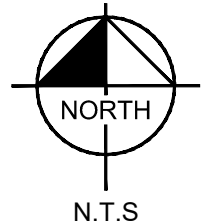
PREPARED UNDER MY SUPERVISION:

TONY WONG, P.E. 22551
EXP: 12-31-2023

DATE

LEGEND

- CENTERLINE
- PROPERTY LINE
-  INDICATES FRANCHISE AREA



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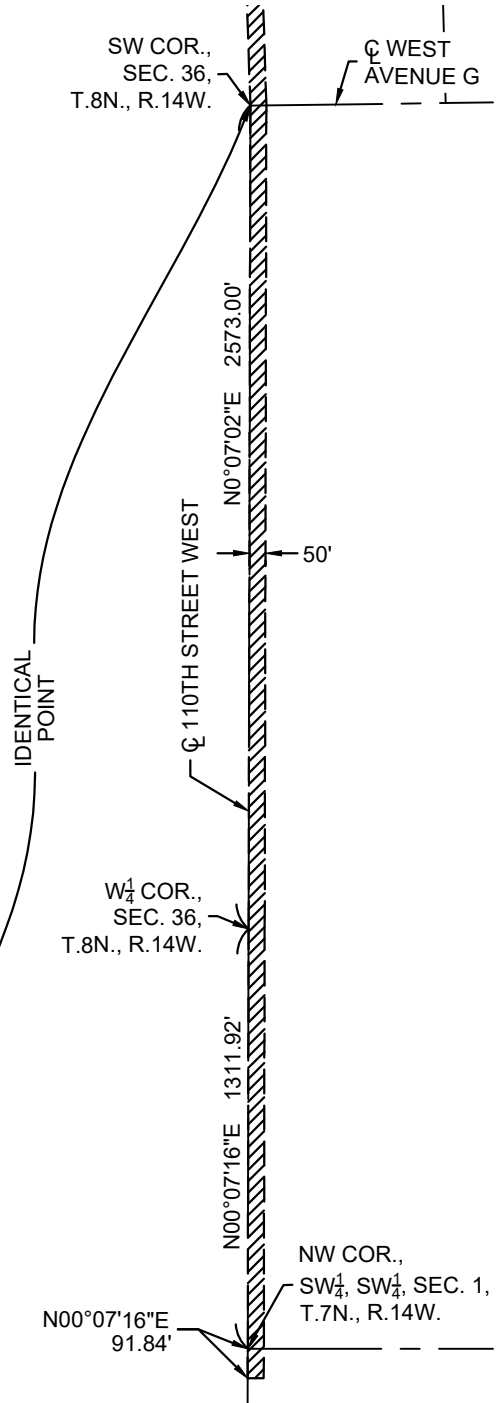
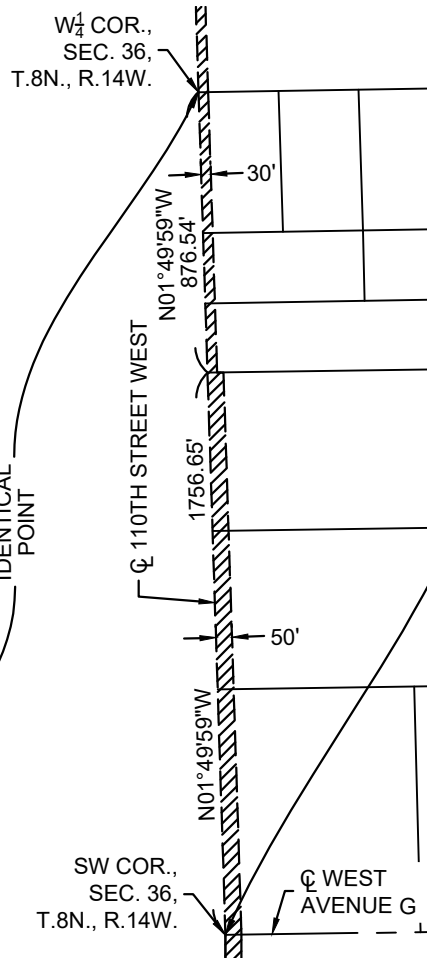
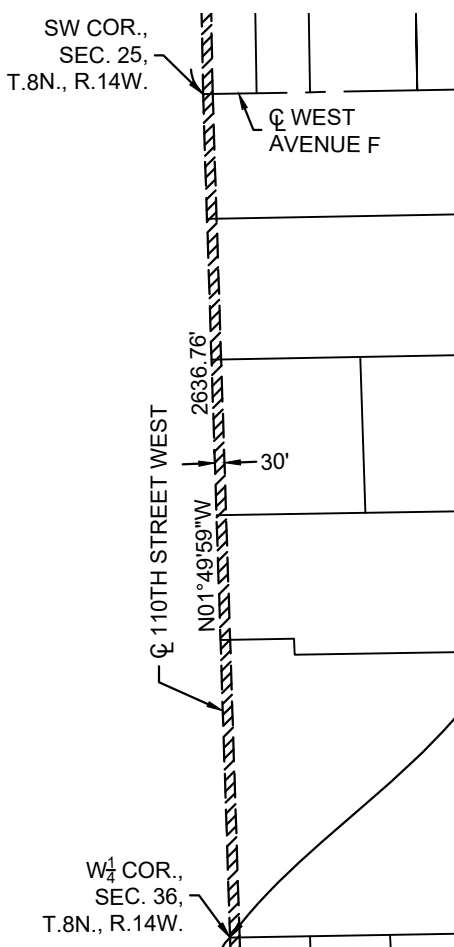
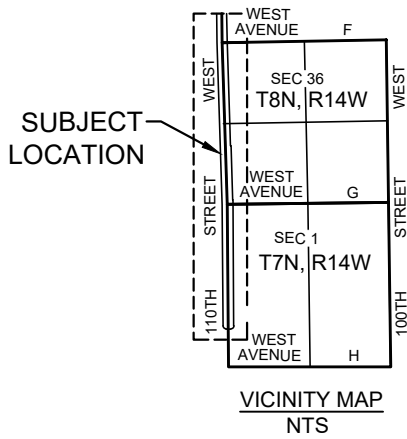
SHEET 3 OF 4

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EXHIBIT A



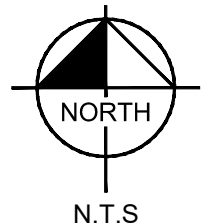
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**LOS ANGELES COUNTY
FRANCHISE AGREEMENT EXHIBIT
ESTRELLA SOLAR, LLC**

SHEET 4 OF 4

JOB NO: 094817126

SCALE: NTS

DATE: 5/02/2022

ANALYSIS

This ordinance grants an electrical transmission franchise to Raceway Solar 1, LLC, a Delaware limited liability company ("Franchisee"), to conduct and transmit electricity for a period of thirty-five (35) years, beginning on August 30, 2022, and expiring on August 29, 2057. The base annual fee payable to the County of Los Angeles by Franchisee will be determined according to a formula contained in Section 2 of this franchise ordinance. Franchisee will also pay a granting fee of ten thousand dollars (\$10,000).

DAWYN R. HARRISON
Acting County Counsel

By
GRACE V. CHANG
Principal Deputy County Counsel
Public Works Division

Requested:
Revised:

ORDINANCE NO. _____

An ordinance granting an electrical transmission franchise to Raceway Solar 1, LLC, a Delaware limited liability company, for a period of thirty-five (35) years, beginning on August 30, 2022, and expiring on August 29, 2057.

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

SECTION 1. Franchise Term; Grant.

The right, privilege, and franchise ("Franchise") is granted to Raceway Solar 1, LLC, a Delaware limited liability company ("Franchisee"), and its successors and assigns, for a period of thirty-five (35) years, beginning on August 30, 2022, to construct, operate, maintain, renew, repair, change the size of, remove or abandon in place, and use an electrical transmission system consisting of conduits, manholes, vaults, cables, wires, poles, switches, communications circuits, other equipment, appliances, and appurtenances necessary and appropriate for five (5) cable circuit crossing, and for the purpose of conducting and transmitting electricity and electrical energy for light, heat, and power purposes, and for any and all other purposes for which electricity can be used for Franchisee's operations in connection with its solar power generating facility, generally bounded by West Avenue A, West Avenue A-8, 95th Street West, and 90th Street West, in, on, along, upon, under, or across highways, as defined in Section 16.36.080 of the Los Angeles County Code, now or hereafter dedicated to public use within the unincorporated territory of the County of Los Angeles, State of California ("County Highway"), specifically, West Avenue A at the intersection of 90th Street West, West Avenue A-8 between 90th Street West and 95th Street West, 95th

Street West between West Avenue A-8 and West Avenue B, West Avenue B between 95th Street West and 110th Street West, and 110th Street West between West Avenue B and West Avenue G-8, as more particularly shown on Exhibit A, attached hereto and made a part hereof ("Franchise Area").

SECTION 2. Consideration; Payment of Fees.

A. All fees set forth in this ordinance shall be made payable to the County of Los Angeles ("County"), c/o Department of Public Works, P.O. Box 1460, Alhambra, California 91802-1460.

B. Granting Fee. As consideration for the Franchise granted, Franchisee shall pay the County a granting fee of five thousand dollars (\$10,000) within thirty (30) days after the adoption of this ordinance.

C. Annual Franchise Fee. As additional consideration for the Franchise granted, Franchisee shall pay within thirty (30) days prior to commencement of construction of Franchisee's facilities within the Franchise Area, and annually thereafter, a Franchise fee computed annually ("Annual Franchise Fee") on or before August 30th ("Anniversary Date") of each calendar year, in advance, during the term of Franchise, to the County in lawful money of the United States. The Annual Franchise Fee shall be calculated based on the County Highway space occupied by Franchisee's facilities at the rate of three dollars (\$3.73) per linear foot, or five thousand dollars (\$5,000), whichever is greater. For purposes of calculating the Annual Franchise Fee, it is agreed that Franchisee's facility area will initially occupy a total of thirty eight thousand two

hundred thirty one (38,231) linear feet of County Highway. The Annual Franchise Fee for the first year shall be one hundred forty two thousand six hundred two (\$142,602).

1. Annual Adjustments Based on Consumer Price Index. For every year that this Franchise is in full force and effect, the Annual Franchise Fee for the then-current twelve (12) month period shall be increased based on changes in the Consumer Price Index for All Urban Consumers for the Los Angeles-Long Beach-Anaheim California region (1982-84=100), All Items, as published by the United States Department of Labor, Bureau of Labor Statistics ("Index"), to determine the Annual Franchise Fee for the next twelve (12) months.

2. Each new Annual Franchise Fee shall be calculated by multiplying the then-current Annual Franchise Fee by a fraction, the numerator of which shall be the Index for the month ending ninety (90) days prior to the upcoming Anniversary Date ("Current Index") and the denominator shall be the Index for the month ending ninety (90) days prior to the previous Anniversary Date ("Previous Index"). The formula for calculation is shown below:

$$\text{Current Annual Franchise Fee} \times [\text{Current Index} / \text{Previous Index}] = \text{New Annual Franchise Fee.}$$

3. If the described Index is no longer published and a substitute index is adopted by the Bureau of Labor Statistics, then Franchisee and the County shall accept such substituted index for future Annual Franchise Fee calculations. If no such government index is offered as a replacement, the County shall, at its sole discretion,

determine the indexes to be used. In no event shall the Annual Franchise Fee be less than the previous year's Annual Franchise Fee.

D. Additional Fees and Assessments. In addition to the foregoing Annual Franchise Fee, Franchisee shall also pay all applicable County fees and assessments related to construction and operation in Franchise Area. Franchisee shall also pay any applicable fees provided in the Los Angeles County Code, including but not limited to, administrative fees, processing fees, permit fees, late charges, accrued interest, and penalties required in connection with Franchise. These fees shall be charged at the then-current applicable rates.

E. The County reserves the right to change its method of calculating fees and the amount thereof, not more frequently than once every five (5) years, if the Board of Supervisors ("Board") determines after a public hearing that good cause exists for such change, and such change is not in conflict with the laws of the State of California.

F. Late Payments. In the event Franchisee fails to make full payment of any of the payments provided for herein on or before the dates they are due, Franchisee shall pay a late charge of ten percent (10%) of the amount due, said ten percent (10%) being due thirty (30) days after the date payments are due. The late charge in the amount of ten percent (10%) has been set by both parties hereto in recognition of the difficulty in affixing actual damages from a breach of said time of performance requirement.

In the event full payment of any rate, payment, or fee, including the ten percent (10%) late charge, is not received within sixty (60) days after the due date, an

assessment of interest shall accrue on the unpaid balance at one percent (1%) per month beginning on the sixty-first (61st) day after the due date.

SECTION 3. Indemnification and Insurance.

Franchisee shall meet the following indemnification and insurance requirements:

A. Indemnification. Franchisee shall indemnify, defend, and hold harmless, the County and its special districts, elected and appointed officers, employees, and agents ("County's Agents") from and against any and all liability and expense, including claims and lawsuits relating to or arising from the County's grant of this Franchise and for injuries or damages of any nature whatsoever, including, but not limited to, bodily injury, death, personal injury, or property damage, including property of Franchisee, pollution liability, environmental compliance, defense costs, attorneys' fees, and workers' compensation benefits, based upon, arising from, or relating to either:

(1) Franchisee's use of Franchise and the operations or the services provided by Franchisee, its employees, agents, servants, receivers, contractors, subcontractors, successors, or assignees ("Franchisee's Agents") in connection with this Franchise; and/or (2) any acts or omissions of Franchisee, Franchisee's Agents, or any person in connection with activities or work conducted or performed pursuant to this Franchise and arising out of such activities or work. Franchisee shall also indemnify, defend, and hold harmless, the County and the County's Agents from and against any and all pollution liability, contamination, or environmental degradation liability, including any and all expenses, claims, and lawsuits for injuries or damages of any nature whatsoever, defense costs, attorneys' fees, and workers' compensation benefits, arising from or

relating to any threatened, actual, or alleged discharge, dispersal, release, or escape of any substance into or upon any person, thing, or place, including the land, soil, atmosphere, man-made structure, and/or any above or below ground watercourse or body of water, in connection with or related to this Franchise. Notwithstanding anything to the contrary herein, Franchisee shall not be obligated to indemnify the County and County's Agents for liability and expense arising from or relating to the active negligence or willful misconduct of the County or the County's Agents.

B. Insurance. Without limiting Franchisee's indemnification of the County or County's Agents, Franchisee shall provide and maintain at its own expense, during the term of this Franchise, the following programs of insurance. Such programs and evidence of insurance shall be satisfactory to the County and shall be primary to, and not contributing with, any other insurance or self-insurance programs maintained by the County.

1. Certificate(s), Declaration page(s), specified Endorsement(s) and/or other evidence of coverage satisfactory to the County shall be delivered on or before the effective date of this Franchise, and on or before the expiration date of each term of insurance, to the County. Such certificates or other evidence shall:

- a. Specifically identify this Franchise ordinance by ordinance number.
- b. Clearly evidence all insurance required in this Franchise ordinance.

c. Include a copy of the additional insured endorsement to the liability policies, adding the County and County's Agents as additional insureds for damages caused, in whole or in part, by Franchisee's acts or omissions in the performance of Franchisee's ongoing operations. Contain the express condition that the County is to be given written notice by mail at least ten (10) days in advance of any modification, non-renewal, cancellation, or termination of any program of liability insurance, including workers' compensation insurance. However, in the event insurers are not willing or able to provide such notice, this responsibility shall be borne by Franchisee.

d. Show Franchisee's insurance as primary to the County's insurance and self-insurance programs. This may be evidenced by adding a statement to the additional insured endorsement required in subsection (d) stating (or using equivalent wording), "It is further agreed that the insurance afforded by this policy is primary to any insurance or self-insurance programs maintained by the additional insureds, and the additional insureds' insurance and self-insurance programs are excess and non-contributing to Named Insured's insurance." Include a copy of the additional insured endorsement to the liability policies, adding the County and the County's Agents as additional insureds for all activities arising from this Franchise.

2. Upon request by the County, Franchisee shall provide the County with a copy of its effective policy of insurance providing coverage pursuant to the terms of this Franchise.

3. Insurance is to be provided by an insurance company with an A.M. Best rating of not less than A: VII, unless otherwise approved by the County.

4. Franchisee agrees to release the County and the County's Agents and waive its insurers' rights of recovery against them under the insurance policies specified in this Franchise ordinance.

5. Liability: Such insurance shall be endorsed naming the County and County's Agents as additional insureds with respect to Franchisee's obligations under this Franchise, and shall include, but not be limited to:

a. Commercial General Liability insurance written on a commercial general liability form (ISO policy form CG00 01, or its equivalent, [including any umbrella/excess liability policy] unless otherwise approved in writing by the County), with limits of not less than five million dollars (\$5,000,000) per occurrence, fifteen million dollars (\$15,000,000) policy aggregate, and fifteen million dollars (\$15,000,000) products/completed operations aggregate. Limits may be provided by a combination of primary and excess/umbrella liability policies.

b. If written on a claims-made form, such insurance shall be endorsed to provide an extended reporting period of not less than two (2) years following termination or cancellation of this Franchise.

c. Comprehensive Auto Liability insurance (written on ISO policy form CA 00 01, or its equivalent, unless otherwise approved by the County), endorsed for all owned (if any), non-owned, and hired vehicles with a limit of not less than one million dollars (\$1,000,000) per occurrence.

d. Pollution Liability insurance, which insures liability for bodily injury or property damage, including cleanup cost for "Sudden and Accidental" contamination or pollution. Such coverage may be provided within the General Liability and Umbrella policies and have limits of five million dollars (\$5,000,000) per occurrence. Such coverage shall also be in an amount and form to meet all applicable State and federal requirements, but in all events, such coverage shall not be less than five million dollars (\$5,000,000) per occurrence.

i. If written with an annual aggregate limit, the policy limit shall be three (3) times the above-required occurrence limit.

ii. If written on a claims-made form, such insurance shall be endorsed to provide an extended reporting period of not less than two (2) years following termination or cancellation of this Franchise.

6. 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. Such policy shall be endorsed to waive subrogation against the County for injury to Franchisee's employees. In all cases, the above insurance shall include Employers' Liability insurance with coverage of not less than:

a. Each accident: one million dollars (\$1,000,000).

b. Disease-policy limit: one million dollars (\$1,000,000).

c. Disease-each employee: one million dollars (\$1,000,000).

C. Franchisee shall furnish the County within thirty (30) days of the adoption of this ordinance, and within thirty (30) days after the expiration date of each term of

insurance, with evidence of insurance coverage or renewal (as applicable), as required by Section 3.B. to the satisfaction of the County for each of said policies certified by Franchisee's insurance agent, or by the company issuing the policy.

D. The types and amounts of said insurance coverage shall be subject to review and adjustment by the County, at County's sole discretion, at any time during the term of Franchise. In the event of such adjustment, Franchisee agrees to obtain said adjusted insurance coverage, in type(s) and amount(s) as determined by the County, within thirty (30) days after written notice from the County.

E. Failure on the part of Franchisee to procure or maintain the required insurance, or to provide evidence of current insurance, shall constitute a material breach of the terms of this Franchise upon which the County may immediately terminate or suspend this Franchise.

F. It is the obligation of Franchisee to provide evidence of current insurance policies. No Franchise operations shall commence until Franchisee has complied with the provisions of Section 3.B., and any operations under this Franchise shall be suspended during any period that Franchisee fails to obtain or maintain the insurance required hereunder.

SECTION 4. Security/Bond.

A. Security Requirements/Faithful Performance Bond.

1. Within one (1) year following the adoption of this ordinance or thirty days (30) prior to Franchisee commencing construction of Franchisee's facilities within the Franchise Area, whichever occurs first, Franchisee shall provide to the County a

faithful performance bond in the sum of not less than one million dollars (\$1,000,000) payable to "County of Los Angeles", executed by a corporate surety licensed to transact business as a surety in the State of California, and acceptable to the County. Such bond shall be conditioned upon the faithful performance by Franchisee of the terms and conditions of this Franchise and shall provide that, in case of a breach of any condition of this Franchise, the whole amount of the penal sum, or any portion thereof, shall be deemed by the County to be liquidated damages, and such amount shall be payable to the County by the principal and surety(ies) of the bond.

2. Every year this Franchise is in full force and effect, the amount of the faithful performance bond for the then-current twelve (12) month period shall be increased by one and one-half percent (1.5%) on or before the Anniversary Date in advance of the next Franchise year.

3. Throughout the term of Franchise, Franchisee shall maintain the faithful performance bond in the amount required herein. Within ten (10) business days after receipt of notice from the County that any amount has been withdrawn from the bond as provided in this section, Franchisee shall restore the bond to the full amount required herein.

4. The faithful performance bond shall be maintained in full effect for one (1) year following the date of the County's approval pursuant to this Franchise of any sale, transfer, assignment, or other change of ownership of Franchise or Franchisee or following the expiration or termination of the Franchise. The County may

release said bond prior to the end of the one (1) year period upon satisfaction by Franchisee of all the obligations under Franchise.

B. Alternative Security.

1. The County, in its sole discretion, may accept alternative security to meet the above bonding requirements, including, but not limited to, an irrevocable letter of credit, certificate of deposit, or a cash deposit in the form of a Passbook Savings Account acceptable to the County, as an alternative to a faithful performance bond to guarantee the performance of Franchisee's obligations under this Franchise. Such alternative security shall be made payable to the County and shall be deposited to the satisfaction of the County.

2. The types and amounts of the performance bond or alternative security coverage shall be subject to review and adjustment by the County, at the County's sole discretion, at any time during the term of Franchise. In the event of such adjustment, Franchisee agrees to obtain said adjusted coverage and bonding, in type(s) and amount(s) as determined by the County, within thirty (30) days after written notice from the County.

C. No Franchise operations shall commence until Franchisee has complied with the requirements of this section.

SECTION 5. Transfers and Assignments.

A. Franchisee shall not sell, transfer (including stock transfer), exchange, assign, lease or divest itself of Franchise or any part thereof (each of which is hereinafter referred to as an "Assignment") to any other person or entity ("Transferee"),

except with the written consent of the Director of Public Works or his/her designee ("Director"), and after payment of a transfer fee as detailed in Section 5.G.

No such consent shall be required for any Assignment of Franchise in trust or by way of mortgage, deed of trust, pledge, or hypothecation with all or part of Franchisee's other property for the purpose of securing any indebtedness of Franchisee provided that Franchisee shall provide the County at least ten (10) days' prior written notice of such Assignment in trust, mortgage, deed of trust, pledge or other hypothecation, including the name and address of the assignee, pledgee, mortgagee or otherwise benefitted party. Except as provided in Section 5.E., a merger will not be deemed a sale, transfer, Assignment or lease of Franchise.

B. Franchisee shall give notice to the County of any pending Assignment, except as excluded in Section 5.E., and shall provide all documents required by the County as set forth in Section 5.F. Consent to any such Assignment shall only be refused if the County finds that Franchisee is in noncompliance with the terms and conditions of Franchise and/or that the proposed Transferee, as applicable, is lacking in sufficient experience and/or financial ability to meet Franchise obligations. Consent shall be conditioned upon the terms and conditions set forth in the Assignment documents delivered to the County, the assumption by the Transferee, as applicable, of all Franchisee's covenants and obligations under Franchise, and all information provided to the County under Section 5.F., below, being true and correct as of completion of the Assignment. Upon receipt of such consent from the County, Franchisee may proceed to consummate the Assignment.

C. Franchisee shall file with the County within thirty (30) days after the effective date of any Assignment, a certified copy of the duly executed instrument(s) that officially evidence(s) such Assignment. If such duly executed instrument(s) is (are) not filed with the County within thirty (30) days after the effective date of such proposed Assignment, or if the conditions to consent by the County have not been met, then the County may notify Franchisee and the proposed Transferee that the Assignment is not deemed approved by the County. The County may then determine that the Assignment has no force or effect or that Franchise is forfeited.

D. As a condition to granting consent to such Assignment, the County may impose, by ordinance, such additional terms and conditions upon the proposed Transferee as the Board deems to be in the public interest. Nothing contained herein shall be construed to grant Franchisee the right to complete an Assignment except in the manner aforesaid. This section applies to any Assignment, whether by operation of law, by voluntary act of Franchisee, or otherwise.

E. Notwithstanding the foregoing, shareholders, partners, and/or any other person or entity owning an interest in Franchisee may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, Assignment, divestment, or other change, including a merger, is effected in such a way as to give majority control of Franchisee to any person or persons, corporation, partnership, or legal entity other than the person or entity with the controlling interest in Franchisee on the effective date of Franchise or the effective

date of the last approved Assignment, consent thereof shall be required as otherwise provided in this section.

F. Except for any Assignments made pursuant to Section 5.E., upon notice by Franchisee of any proposed Assignment, the proposed Transferee shall submit an Assignment application to the County, which shall contain at a minimum:

1. Identification of the proposed Transferee, which indicates the corporate or business entity organization, including the submission of copies of the corporate or business formation papers (e.g., articles of incorporation and by-laws, limited partnership agreements, operating agreements), and the names and addresses of any parent or subsidiary of the proposed Transferee(s), or any other business entity owning or controlling the proposed Transferee in part or in whole.

2. A current financial statement, which has been audited by a certified public accountant, demonstrating conclusively to the satisfaction of the County that the proposed Transferee has all the financial resources necessary to carry out all of the terms and conditions of Franchise. The financial statement shall include a balance sheet, profit and loss statement for at least the three (3) most recent years, and a statement of changes in financial position; however, if the proposed Transferee has been in existence for less than three (3) years, then for such period of existence.

3. A copy of the proposed agreement of sale, letter of understanding, or other documentation that details the proposed Assignment.

4. Other information that may be required by the County to assess the capability of the proposed Transferee to operate and maintain Franchise.

G. The transfer fee shall be submitted with Franchisee's request for the County's consent to any Assignment described in Subsection 5.A. and shall be determined as follows:

1. Consent to Assignment or any other action, in which the County does not elect to modify Franchise by adoption of an amending ordinance: five thousand dollars (\$5,000).

2. Consent to Assignment or any other action, in which the County elects to modify Franchise by adoption of an amending ordinance: seven thousand five hundred dollars (\$7,500).

SECTION 6. Relocation of Facilities.

A. If any of the facilities constructed, installed, or maintained by Franchisee pursuant to this Franchise on, along, upon, in, under, or across the County Highway are located in a manner that prevents or interferes with the change of grade, traffic needs, operation, maintenance, improvement, repair, construction, reconstruction, widening, alteration, or relocation of the County Highway, Franchisee shall remove and relocate any such facility at no expense to the County, or any applicable cities or other public entities, within the time required by the County, upon receipt of a written request from the County to do so.

B. If Franchisee neglects or fails to remove and relocate its facilities, within the time required by the County after receipt of any such notice, Franchisee shall be solely responsible for, and shall reimburse the County, city, and other applicable public entities, any and all additional costs or expenses incurred by the County, city, and other

applicable public entities, due to, or resulting from, such delay and/or failure to remove and relocate Franchisee's facilities. Failure to remove such facilities within the time required by the County may constitute a breach of this Franchise in the sole discretion of the County.

C. The County reserves the right for itself, and for all cities and public entities that are now or may later be established, to lay, construct, repair, alter, relocate and maintain subsurface or other facilities or improvements of any type or description within the highways over which Franchise is granted, subject to the relocation provisions of Section 6.A., above. Failure of Franchisee to relocate its facilities as required by the County may constitute a breach of this Franchise, at the sole discretion of the County.

SECTION 7. Removing or Abandoning Facilities.

A. Removal. Franchisee must remove all of Franchisee's facilities located within Franchise Area within one hundred eighty (180) days of the expiration or termination of Franchise, and shall restore Franchise Area to its former state at the time such facilities are removed, as near as may be, so as not to impair its usefulness, unless the County agrees that the facilities can be abandoned in place as set forth in Section 7.B., below.

B. Abandonment. Upon application from Franchisee given at any time during the term of Franchise, the County may, in its sole discretion, give Franchisee permission to abandon, without removing, any facility laid, constructed, operated, or maintained, under this Franchise. The Director shall determine whether abandonment may be effected without detriment to the public interest and under what conditions such

proposed abandonment may be effected. Within thirty (30) days of the Director's determination granting the request to abandon its facilities, Franchisee shall apply for a permit in compliance with the requirements of the applicable provisions of the County Highway Ordinance in Division 1 of Title 16 of the Los Angeles County Code, or any successor or amended provisions ("County Highway Ordinance"), and commence work authorized by the permit within sixty (60) days of permit issuance.

SECTION 8. Conditions of Franchise Grant; Suspension, Forfeiture, Termination; Grounds and Procedure.

A. This Franchise is granted upon each and every condition contained in this ordinance, including conditions as are incorporated herein by reference.

B. Any neglect, failure, or refusal to comply with any of the conditions of this Franchise shall constitute grounds for suspension, forfeiture, termination, or any combination thereof. The County, prior to any suspension or termination of Franchise, shall give to Franchisee not less than thirty (30) days' written notice of any default. If Franchisee does not within the noticed period commence to cure the default, or after such commencement fails to diligently prosecute said cure, the County may hold a hearing at which Franchisee shall have the right to appear and be heard and, thereupon, the County may determine whether such conditions are material and essential to Franchise and whether Franchisee is in default with respect thereto and may declare Franchise suspended or terminated. Notice of the hearing shall be given to Franchisee by certified mail not less than thirty (30) days before said hearing. Franchise may only be suspended or terminated by the County after a hearing.

SECTION 9. Construction, Operation, and Maintenance.

A. All facilities, constructed, laid, operated, or maintained under the provisions of this Franchise shall be constructed, laid, operated, or maintained in accordance with, and conforming to, all the ordinances, codes, rules, and regulations now or hereafter adopted or prescribed by the County and all applicable local, State, and federal laws and regulations.

B. Franchisee shall not commence any construction, excavation or encroachment work under Franchise until it has obtained any permit or authorization required by the Los Angeles County Code, including, but not limited to, the County Highway Ordinance, except in cases of emergency affecting public health, safety or welfare, or the preservation of life or property, in which case Franchisee shall apply for such permit not later than the next business day.

C. The work of constructing, laying, replacing, repairing, or removing facilities authorized under the provisions of this Franchise on, along, upon, in, under, or across the County Highways, in Franchise Area, shall be conducted with as little hindrance as practicable to the use of the County Highway, for purpose of travel; and as soon as the constructing, laying, replacing, repairing, or removing of any of said facilities is completed, all portions of the County Highway that have been excavated or otherwise injured thereby shall be placed in as good condition as the same was before constructing, laying, replacing, repairing or, removing of the facilities, to the satisfaction of the County.

D. The County reserves the right for itself, and for all cities and public entities that are now or may be later established, to improve the surface of any highway over which Franchise is granted.

E. If the County constructs or maintains any storm drain, sewer structure, or other facility or improvement, under or across any facility of Franchisee maintained pursuant to this Franchise, Franchisee shall provide, at no expense to the County, such support as shall be reasonably required to support, maintain, and protect Franchisee's facility.

F. Within twenty-one (21) days of a request by the County, Franchisee shall provide information, at no cost to the County, cities or other applicable public entities, identifying the location of the facilities laid or constructed under this Franchise by potholing or other method approved by the County. Franchisee shall maintain a membership and participate in Underground Service Alert – Southern California in compliance with Government Code section 4216 et seq.

G. If any portion of any highway is damaged by reason of defective facilities laid or constructed by Franchisee under this Franchise, Franchisee shall, at its own expense, repair any such defect and put such highway in as good condition as it was before such damage was incurred, to the satisfaction of the County. If Franchisee neglects or fails to repair such damage after receipt of any such notice, or if such damage constitutes an immediate danger to public health and safety requiring the immediate repair thereof, Franchisee shall be solely responsible for, and shall reimburse the County, city, and other applicable public entities, any and all additional

costs or expenses incurred by the County, city, and other applicable public entities, due to, or resulting from, such damage.

SECTION 10. Notices.

Unless stated otherwise herein, any notices to be given or other documents to be delivered by either party may be delivered in person, by private courier, or deposited in the United States registered or certified mail to the party for whom it was intended as follows:

To County: Attention: Survey/Mapping & Property Management Division
County of Los Angeles Department of Public Works
P.O. Box 1460
900 South Fremont Avenue
Alhambra, California 91802-1460

AND

Executive Office of the Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

To Franchisee: Attention: Operations
Raceway Solar 1, LLC
c/o AES
2180 S 1300 E #600
Salt Lake City, Utah 84106

Notices given by mail in accordance with this provision shall be deemed to have been given at the time and date actually received, or if delivery is refused, on the date of such refusal. Any party may change its address for purposes of the receipt of notices and demands by giving notice of such change in the manner provided in this provision.

SECTION 11. County Franchises.

In addition to the terms and conditions stated herein, this Franchise is granted pursuant to the terms and conditions contained in Division 3, Franchises, of Title 16, Highways, of the Los Angeles County Code, which are incorporated herein by reference, and as Division 3 of Title 16 may be amended hereafter and/or in any successor provisions. In the event the terms and conditions of this Franchise conflict with the terms and conditions of Division 3 of Title 16, the terms and conditions herein shall control. Without limiting the generality of the foregoing, Section 16.44.050 of the Los Angeles County Code is superseded by this ordinance.

SECTION 12. Franchise Operative Date.

The operative date of this Franchise shall be August 30, 2022.

SECTION 13. Termination.

If Franchisee fails to comply with any of the requirements of the Franchise, the County may, in its sole discretion, terminate the Franchise and/or seek any and all available remedies at law or in equity.

ANALYSIS

This ordinance grants an electrical transmission franchise to Estrella Solar, LLC, a Delaware limited liability company ("Franchisee"), to conduct and transmit electricity for a period of thirty-five (35) years, beginning on August 30, 2022, and expiring on August 29, 2057. The base annual fee payable to the County of Los Angeles by Franchisee will be determined according to a formula contained in Section 2 of this franchise ordinance. Franchisee will also pay a granting fee of ten thousand dollars (\$10,000).

DAWYN R. HARRISON
Acting County Counsel

By
GRACE V. CHANG
Principal Deputy County Counsel
Public Works Division

Requested:
Revised:

ORDINANCE NO. _____

An ordinance granting an electrical transmission franchise to Estrella Solar, LLC, a Delaware limited liability company, for a period of thirty-five (35) years, beginning on August 30, 2022, and expiring on August 29, 2057.

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

SECTION 1. Franchise Term; Grant.

The right, privilege, and franchise ("Franchise") is granted to Estrella Solar, LLC, a Delaware limited liability company ("Franchisee"), and its successors and assigns, for a period of thirty-five (35) years, beginning on August 30, 2022, to construct, operate, maintain, renew, repair, change the size of, remove or abandon in place, and use an electrical transmission system consisting of conduits, manholes, vaults, cables, wires, switches, communications circuits, other equipment, appliances, and appurtenances necessary and appropriate for five (5) cable circuit crossing, and for the purpose of conducting and transmitting electricity and electrical energy for light, heat, and power purposes, and for any and all other purposes for which electricity can be used for Franchisee's operations in connection with its solar power generating facility, generally bounded by West Avenue A, West Avenue A-8, 95th Street West, and 90th Street West, in, on, along, upon, under, or across highways, as defined in Section 16.36.080 of the Los Angeles County Code, now or hereafter dedicated to public use within the unincorporated territory of the County of Los Angeles, State of California ("County Highway"), specifically, West Avenue A-8 between 90th Street West and 95th Street West, 95th Street West between West Avenue A-8 and West Avenue B, West Avenue B

between 95th Street West and 110th Street West, and 110th Street West between West Avenue B and West Avenue G-8, as more particularly shown on Exhibit A, attached hereto and made a part hereof ("Franchise Area").

SECTION 2. Consideration; Payment of Fees.

A. All fees set forth in this ordinance shall be made payable to the County of Los Angeles ("County"), c/o Department of Public Works, P.O. Box 1460, Alhambra, California 91802-1460.

B. Granting Fee. As consideration for the Franchise granted, Franchisee shall pay the County a granting fee of ten thousand dollars (\$10,000) within thirty (30) days after the adoption of this ordinance.

C. Annual Franchise Fee. As additional consideration for the Franchise granted, Franchisee shall pay within thirty (30) days prior to commencement of construction of Franchisee's facilities within the Franchise Area, and annually thereafter, a Franchise fee computed annually ("Annual Franchise Fee") on or before August 30th ("Anniversary Date") of each calendar year, in advance, during the term of Franchise, to the County in lawful money of the United States. The Annual Franchise Fee shall be calculated based on the County Highway space occupied by Franchisee's facilities at the rate of three dollars (\$3) per linear foot, or five thousand dollars (\$5,000), whichever is greater. For purposes of calculating the Annual Franchise Fee, it is agreed that Franchisee's facility area will initially occupy a total of thirty seven thousand three hundred twenty six (37,326) linear feet of County Highway. The Annual Franchise Fee

for the first year shall be one hundred forty one thousand six hundred ninety nine dollars (\$141,699).

1. Annual Adjustments Based on Consumer Price Index. For every year that this Franchise is in full force and effect, the Annual Franchise Fee for the then-current twelve (12) month period shall be increased based on changes in the Consumer Price Index for All Urban Consumers for the Los Angeles-Long Beach-Anaheim California region (1982-84=100), All Items, as published by the United States Department of Labor, Bureau of Labor Statistics ("Index"), to determine the Annual Franchise Fee for the next twelve (12) months.

2. Each new Annual Franchise Fee shall be calculated by multiplying the then-current Annual Franchise Fee by a fraction, the numerator of which shall be the Index for the month ending ninety (90) days prior to the upcoming Anniversary Date ("Current Index") and the denominator shall be the Index for the month ending ninety (90) days prior to the previous Anniversary Date ("Previous Index"). The formula for calculation is shown below:

$$\text{Current Annual Franchise Fee} \times [\text{Current Index} / \text{Previous Index}] = \text{New Annual Franchise Fee.}$$

3. If the described Index is no longer published and a substitute index is adopted by the Bureau of Labor Statistics, then Franchisee and the County shall accept such substituted index for future Annual Franchise Fee calculations. If no such government index is offered as a replacement, the County shall, at its sole discretion,

determine the indexes to be used. In no event shall the Annual Franchise Fee be less than the previous year's Annual Franchise Fee.

D. Additional Fees and Assessments. In addition to the foregoing Annual Franchise Fee, Franchisee shall also pay all applicable County fees and assessments related to construction and operation in Franchise Area. Franchisee shall also pay any applicable fees provided in the Los Angeles County Code, including but not limited to, administrative fees, processing fees, permit fees, late charges, accrued interest, and penalties required in connection with Franchise. These fees shall be charged at the then-current applicable rates.

E. The County reserves the right to change its method of calculating fees and the amount thereof, not more frequently than once every five (5) years, if the Board of Supervisors ("Board") determines after a public hearing that good cause exists for such change, and such change is not in conflict with the laws of the State of California.

F. Late Payments. In the event Franchisee fails to make full payment of any of the payments provided for herein on or before the dates they are due, Franchisee shall pay a late charge of ten percent (10%) of the amount due, said ten percent (10%) being due thirty (30) days after the date payments are due. The late charge in the amount of ten percent (10%) has been set by both parties hereto in recognition of the difficulty in affixing actual damages from a breach of said time of performance requirement.

In the event full payment of any rate, payment, or fee, including the ten percent (10%) late charge, is not received within sixty (60) days after the due date, an

assessment of interest shall accrue on the unpaid balance at one percent (1%) per month beginning on the sixty-first (61st) day after the due date.

SECTION 3. Indemnification and Insurance.

Franchisee shall meet the following indemnification and insurance requirements:

A. Indemnification. Franchisee shall indemnify, defend, and hold harmless, the County and its special districts, elected and appointed officers, employees, and agents ("County's Agents") from and against any and all liability and expense, including any and all claims and lawsuits relating to or arising from the County's grant of this Franchise and for injuries or damages of any nature whatsoever, including, but not limited to, bodily injury, death, personal injury, property damage, including property of Franchisee, any encroachment or encumbrance upon property interests or infringement of property rights, any loss of property value, pollution liability, environmental compliance, defense costs, attorneys' fees, and workers' compensation benefits, based upon, arising from, or relating to: (1) County's grant and/or extension of this Franchise; (2) Franchisee's use of Franchise and the operations or the services provided by Franchisee, its employees, agents, servants, receivers, contractors, subcontractors, successors, or assignees ("Franchisee's Agents") in connection with this Franchise; and/or (3) any acts or omissions of Franchisee, Franchisee's Agents, or any person in connection with activities or work conducted or performed pursuant to this Franchise and arising out of such activities or work. Franchisee shall also indemnify, defend, and hold harmless, the County and the County's Agents from and against any and all pollution liability, contamination, or environmental degradation liability, including any and

all expenses, claims, and lawsuits for injuries or damages of any nature whatsoever, defense costs, attorneys' fees, and workers' compensation benefits, arising from or relating to any threatened, actual, or alleged discharge, dispersal, release, or escape of any substance into or upon any person, thing, or place, including the land, soil, atmosphere, man-made structure, and/or any above or below ground watercourse or body of water, in connection with or related to this Franchise.

B. Insurance. Without limiting Franchisee's indemnification of the County or County's Agents, or provision of bonding or additional security required under this Franchise, Franchisee shall provide and maintain at its own expense, during the term of this Franchise, the following programs of insurance. Such programs and evidence of insurance shall be satisfactory to the County and shall be primary to, and not contributing with, any other insurance or self-insurance programs maintained by the County.

1. Certificate(s), Declaration page(s), specified Endorsement(s) and/or other evidence of coverage satisfactory to the County shall be delivered on or before the effective date of this Franchise, and on or before the expiration date of each term of insurance, to the County. Such certificates or other evidence shall:

- a. Specifically identify this Franchise ordinance by ordinance number.
- b. Clearly evidence all insurance required in this Franchise ordinance.

c. Include a copy of the additional insured endorsement to the liability policies, adding the County and County's Agents as additional insureds for damages caused, in whole or in part, by Franchisee's acts or omissions in the performance of Franchisee's ongoing operations. Contain the express condition that the County is to be given written notice by mail at least ten (10) days in advance of any modification, non-renewal, cancellation, or termination of any program of liability insurance, including workers' compensation insurance. However, in the event insurers are not willing or able to provide such notice, this responsibility shall be borne by Franchisee.

d. Show Franchisee's insurance as primary to the County's insurance and self-insurance programs. This may be evidenced by adding a statement to the additional insured endorsement required in subsection (d) stating (or using equivalent wording), "It is further agreed that the insurance afforded by this policy is primary to any insurance or self-insurance programs maintained by the additional insureds, and the additional insureds' insurance and self-insurance programs are excess and non-contributing to Named Insured's insurance." Include a copy of the additional insured endorsement to the liability policies, adding the County and the County's Agents as additional insureds for all activities arising from this Franchise.

2. Upon request by the County, Franchisee shall provide the County with a copy of its effective policy of insurance providing coverage pursuant to the terms of this Franchise.

3. Insurance is to be provided by an insurance company with an A.M. Best rating of not less than A: VII, unless otherwise approved by the County.

4. Franchisee agrees to release the County and the County's Agents and waive its insurers' rights of recovery against them under the insurance policies specified in this Franchise ordinance.

5. Liability: Such insurance shall be endorsed naming the County and County's Agents as additional insureds with respect to Franchisee's obligations under this Franchise, and shall include, but not be limited to:

a. Commercial General Liability insurance written on a commercial general liability form (ISO policy form CG00 01, or its equivalent, [including any umbrella/excess liability policy] unless otherwise approved in writing by the County), with limits of not less than five million dollars (\$5,000,000) per occurrence, fifteen million dollars (\$15,000,000) policy aggregate, and fifteen million dollars (\$15,000,000) products/completed operations aggregate. Limits may be provided by a combination of primary and excess/umbrella liability policies.

b. If written on a claims-made form, such insurance shall be endorsed to provide an extended reporting period of not less than two (2) years following termination or cancellation of this Franchise.

c. Comprehensive Auto Liability insurance (written on ISO policy form CA 00 01, or its equivalent, unless otherwise approved by the County), endorsed for all owned (if any), non-owned, and hired vehicles with a limit of not less than one million dollars (\$1,000,000) per occurrence.

d. Pollution Liability insurance, which insures liability for bodily injury or property damage, including cleanup cost for "Sudden and Accidental" contamination or pollution. Such coverage may be provided within the General Liability and Umbrella policies and have limits of five million dollars (\$5,000,000) per occurrence. Such coverage shall also be in an amount and form to meet all applicable State and federal requirements, but in all events, such coverage shall not be less than five million dollars (\$5,000,000) per occurrence.

i. If written with an annual aggregate limit, the policy limit shall be three (3) times the above-required occurrence limit.

ii. If written on a claims-made form, such insurance shall be endorsed to provide an extended reporting period of not less than two (2) years following termination or cancellation of this Franchise.

6. 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. Such policy shall be endorsed to waive subrogation against the County for injury to Franchisee's employees. In all cases, the above insurance shall include Employers' Liability insurance with coverage of not less than:

a. Each accident: one million dollars (\$1,000,000).

b. Disease-policy limit: one million dollars (\$1,000,000).

c. Disease-each employee: one million dollars (\$1,000,000).

C. Franchisee shall furnish the County within thirty (30) days of the adoption of this ordinance, and within thirty (30) days after the expiration date of each term of

insurance, with evidence of insurance coverage or renewal (as applicable), as required by Section 3.B. to the satisfaction of the County for each of said policies certified by Franchisee's insurance agent, or by the company issuing the policy.

D. The types and amounts of said insurance coverage shall be subject to review and adjustment by the County, at County's sole discretion, at any time during the term of Franchise. In the event of such adjustment, Franchisee agrees to obtain said adjusted insurance coverage, in type(s) and amount(s) as determined by the County, within thirty (30) days after written notice from the County.

E. Failure on the part of Franchisee to procure or maintain the required insurance, or to provide evidence of current insurance, shall constitute a material breach of the terms of this Franchise upon which the County may immediately terminate or suspend this Franchise.

F. It is the obligation of Franchisee to provide evidence of current insurance policies. No Franchise operations shall commence until Franchisee has complied with the provisions of Section 3.B., and any operations under this Franchise shall be suspended during any period that Franchisee fails to obtain or maintain the insurance required hereunder.

SECTION 4. Security/Bond.

A. Security Requirements/Faithful Performance Bond.

1. Within sixty (60) days following the adoption of this ordinance Franchisee shall provide to the County a faithful performance bond in the sum of not less than one million dollars (\$1,000,000) payable to "County of Los Angeles",

executed by a corporate surety licensed to transact business as a surety in the State of California, and acceptable to the County. Such bond shall be conditioned upon the faithful performance by Franchisee of the terms and conditions of this Franchise and shall provide that, in case of a breach of any condition of this Franchise, the whole amount of the penal sum, or any portion thereof, shall be deemed by the County to be liquidated damages, and such amount shall be payable to the County by the principal and surety(ies) of the bond.

2. Every year this Franchise is in full force and effect, the amount of the faithful performance bond for the then-current twelve (12) month period shall be increased by one and one-half percent (1.5%) on or before the Anniversary Date in advance of the next Franchise year.

3. Throughout the term of Franchise, Franchisee shall maintain the faithful performance bond in the amount required herein. Within ten (10) business days after receipt of notice from the County that any amount has been withdrawn from the bond as provided in this section, Franchisee shall restore the bond to the full amount required herein.

4. The faithful performance bond shall be maintained in full effect for one (1) year following the date of the County's approval pursuant to this Franchise of any sale, transfer, assignment, or other change of ownership of Franchise or Franchisee or following the expiration or termination of the Franchise. The County may release said bond prior to the end of the one (1) year period upon satisfaction by Franchisee of all the obligations under Franchise.

B. Alternative and/or Additional Security.

1. The County, in its sole discretion, may require and accept alternative and/or additional security to meet and/or supplement the above bonding requirements, including, but not limited to, an irrevocable letter of credit, certificate of deposit, or a cash deposit in the form of a Passbook Savings Account acceptable to the County, as alternative and/or additional security to a faithful performance bond to guarantee the performance of Franchisee's obligations under this Franchise. Such alternative and/or additional security shall be made payable to the County and shall be deposited to the satisfaction of the County.

2. The types and amounts of the performance bond and alternative and/or additional security coverage shall be subject to review and adjustment by the County, at the County's sole discretion, at any time during the term of Franchise. In the event of such adjustment, Franchisee agrees to obtain said adjusted coverage and bonding, in type(s) and amount(s) as determined by the County, within thirty (30) days after written notice from the County.

C. No Franchise operations shall commence until Franchisee has complied with the requirements of this section.

SECTION 5. Transfers and Assignments.

A. Franchisee shall not sell, transfer (including stock transfer), exchange, assign, lease or divest itself of Franchise or any part thereof (each of which is hereinafter referred to as an "Assignment") to any other person or entity ("Transferee"),

except with the written consent of the Director of Public Works or his/her designee ("Director"), and after payment of a transfer fee as detailed in Section 5.G.

No such consent shall be required for any Assignment of Franchise in trust or by way of mortgage, deed of trust, pledge, or hypothecation with all or part of Franchisee's other property for the purpose of securing any indebtedness of Franchisee provided that Franchisee shall provide the County at least ten (10) days' prior written notice of such Assignment in trust, mortgage, deed of trust, pledge or other hypothecation, including the name and address of the assignee, pledgee, mortgagee or otherwise benefitted party. Except as provided in Section 5.E., a merger will not be deemed a sale, transfer, Assignment or lease of Franchise.

B. Franchisee shall give notice to the County of any pending Assignment, except as excluded in Section 5.E., and shall provide all documents required by the County as set forth in Section 5.F. Consent to any such Assignment shall only be refused if the County finds that Franchisee is in noncompliance with the terms and conditions of Franchise and/or that the proposed Transferee, as applicable, is lacking in sufficient experience and/or financial ability to meet Franchise obligations. Consent shall be conditioned upon the terms and conditions set forth in the Assignment documents delivered to the County, the assumption by the Transferee, as applicable, of all Franchisee's covenants and obligations under Franchise, and all information provided to the County under Section 5.F., below, being true and correct as of completion of the Assignment. Upon receipt of such consent from the County, Franchisee may proceed to consummate the Assignment.

C. Franchisee shall file with the County within thirty (30) days after the effective date of any Assignment, a certified copy of the duly executed instrument(s) that officially evidence(s) such Assignment. If such duly executed instrument(s) is (are) not filed with the County within thirty (30) days after the effective date of such proposed Assignment, or if the conditions to consent by the County have not been met, then the County may notify Franchisee and the proposed Transferee that the Assignment is not deemed approved by the County. The County may then determine that the Assignment has no force or effect or that Franchise is forfeited.

D. As a condition to granting consent to such Assignment, the County may impose, by ordinance, such additional terms and conditions upon the proposed Transferee as the Board deems to be in the public interest. Nothing contained herein shall be construed to grant Franchisee the right to complete an Assignment except in the manner aforesaid. This section applies to any Assignment, whether by operation of law, by voluntary act of Franchisee, or otherwise.

E. Notwithstanding the foregoing, shareholders, partners, and/or any other person or entity owning an interest in Franchisee may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, Assignment, divestment, or other change, including a merger, is effected in such a way as to give majority control of Franchisee to any person or persons, corporation, partnership, or legal entity other than the person or entity with the controlling interest in Franchisee on the effective date of Franchise or the effective

date of the last approved Assignment, consent thereof shall be required as otherwise provided in this section.

F. Except for any Assignments made pursuant to Section 5.E., upon notice by Franchisee of any proposed Assignment, the proposed Transferee shall submit an Assignment application to the County, which shall contain at a minimum:

1. Identification of the proposed Transferee, which indicates the corporate or business entity organization, including the submission of copies of the corporate or business formation papers (e.g., articles of incorporation and by-laws, limited partnership agreements, operating agreements), and the names and addresses of any parent or subsidiary of the proposed Transferee(s), or any other business entity owning or controlling the proposed Transferee in part or in whole.

2. A current financial statement, which has been audited by a certified public accountant, demonstrating conclusively to the satisfaction of the County that the proposed Transferee has all the financial resources necessary to carry out all of the terms and conditions of Franchise. The financial statement shall include a balance sheet, profit and loss statement for at least the three (3) most recent years, and a statement of changes in financial position; however, if the proposed Transferee has been in existence for less than three (3) years, then for such period of existence.

3. A copy of the proposed agreement of sale, letter of understanding, or other documentation that details the proposed Assignment.

4. Other information that may be required by the County to assess the capability of the proposed Transferee to operate and maintain Franchise.

G. The transfer fee shall be submitted with Franchisee's request for the County's consent to any Assignment described in Subsection 5.A. and shall be determined as follows:

1. Consent to Assignment or any other action, in which the County does not elect to modify Franchise by adoption of an amending ordinance: five thousand dollars (\$5,000).

2. Consent to Assignment or any other action, in which the County elects to modify Franchise by adoption of an amending ordinance: seven thousand five hundred dollars (\$7,500).

SECTION 6. Relocation of Facilities.

A. If any of the facilities constructed, installed, or maintained by Franchisee pursuant to this Franchise on, along, upon, in, under, or across the County Highway are located in a manner that prevents or interferes with the change of grade, traffic needs, operation, maintenance, improvement, repair, construction, reconstruction, widening, alteration, or relocation of the County Highway, Franchisee shall remove and relocate any such facility at no expense to the County, or any applicable cities or other public entities, within the time required by the County, upon receipt of a written request from the County to do so.

B. If Franchisee neglects or fails to remove and relocate its facilities, within the time required by the County after receipt of any such notice, Franchisee shall be solely responsible for, and shall reimburse the County, city, and other applicable public entities, any and all additional costs or expenses incurred by the County, city, and other

applicable public entities, due to, or resulting from, such delay and/or failure to remove and relocate Franchisee's facilities. Failure to remove such facilities within the time required by the County may constitute a breach of this Franchise in the sole discretion of the County.

C. The County reserves the right for itself, and for all cities and public entities that are now or may later be established, to lay, construct, repair, alter, relocate and maintain subsurface or other facilities or improvements of any type or description within the highways over which Franchise is granted, subject to the relocation provisions of Section 6.A., above. Failure of Franchisee to relocate its facilities as required by the County may constitute a breach of this Franchise, at the sole discretion of the County.

SECTION 7. Removing or Abandoning Facilities.

A. Removal. Franchisee must remove all of Franchisee's facilities located within Franchise Area within one hundred eighty (180) days of the expiration or termination of Franchise, and shall restore Franchise Area to its former state at the time such facilities are removed, as near as may be, so as not to impair its usefulness, unless the County agrees that the facilities can be abandoned in place as set forth in Section 7.B., below.

B. Abandonment. Upon application from Franchisee given at any time during the term of Franchise, the County may, in its sole discretion, give Franchisee permission to abandon, without removing, any facility laid, constructed, operated, or maintained, under this Franchise. The Director shall determine whether abandonment may be effected without detriment to the public interest and under what conditions such

proposed abandonment may be effected. Within thirty (30) days of the Director's determination granting the request to abandon its facilities, Franchisee shall apply for a permit in compliance with the requirements of the applicable provisions of the County Highway Ordinance in Division 1 of Title 16 of the Los Angeles County Code, or any successor or amended provisions ("County Highway Ordinance"), and commence work authorized by the permit within sixty (60) days of permit issuance.

SECTION 8. Conditions of Franchise Grant; Suspension, Forfeiture, Termination; Grounds and Procedure.

A. This Franchise is granted upon each and every condition contained in this ordinance, including conditions as are incorporated herein by reference.

B. Any neglect, failure, or refusal to comply with any of the conditions of this Franchise shall constitute grounds for suspension, forfeiture, termination, or any combination thereof. The County, prior to any suspension or termination of Franchise, shall give to Franchisee not less than thirty (30) days' written notice of any default. If Franchisee does not within the noticed period commence to cure the default, or after such commencement fails to diligently prosecute said cure, the County may hold a hearing at which Franchisee shall have the right to appear and be heard and, thereupon, the County may determine whether such conditions are material and essential to Franchise and whether Franchisee is in default with respect thereto and may declare Franchise suspended or terminated. Notice of the hearing shall be given to Franchisee by certified mail not less than thirty (30) days before said hearing. Franchise may only be suspended or terminated by the County after a hearing.

SECTION 9. Construction, Operation, and Maintenance.

A. All facilities, constructed, laid, operated, or maintained under the provisions of this Franchise shall be constructed, laid, operated, or maintained in accordance with, and conforming to, all the ordinances, codes, rules, and regulations now or hereafter adopted or prescribed by the County and all applicable local, State, and federal laws and regulations.

B. Franchisee shall not commence any construction, excavation or encroachment work under Franchise until it has obtained any permit or authorization required by the Los Angeles County Code, including, but not limited to, the County Highway Ordinance, except in cases of emergency affecting public health, safety or welfare, or the preservation of life or property, in which case Franchisee shall apply for such permit not later than the next business day.

C. The work of constructing, laying, replacing, repairing, or removing facilities authorized under the provisions of this Franchise on, along, upon, in, under, or across the County Highways, in Franchise Area, shall be conducted with as little hindrance as practicable to the use of the County Highway, for purpose of travel; and as soon as the constructing, laying, replacing, repairing, or removing of any of said facilities is completed, all portions of the County Highway that have been excavated or otherwise injured thereby shall be placed in as good condition as the same was before constructing, laying, replacing, repairing or, removing of the facilities, to the satisfaction of the County.

D. The County reserves the right for itself, and for all cities and public entities that are now or may be later established, to improve the surface of any highway over which Franchise is granted.

E. If the County constructs or maintains any storm drain, sewer structure, or other facility or improvement, under or across any facility of Franchisee maintained pursuant to this Franchise, Franchisee shall provide, at no expense to the County, such support as shall be reasonably required to support, maintain, and protect Franchisee's facility.

F. Within twenty-one (21) days of a request by the County, Franchisee shall provide information, at no cost to the County, cities or other applicable public entities, identifying the location of the facilities laid or constructed under this Franchise by potholing or other method approved by the County. Franchisee shall maintain a membership and participate in Underground Service Alert – Southern California in compliance with Government Code section 4216 et seq.

G. If any portion of any highway is damaged by reason of defective facilities laid or constructed by Franchisee under this Franchise, Franchisee shall, at its own expense, repair any such defect and put such highway in as good condition as it was before such damage was incurred, to the satisfaction of the County. If Franchisee neglects or fails to repair such damage after receipt of any such notice, or if such damage constitutes an immediate danger to public health and safety requiring the immediate repair thereof, Franchisee shall be solely responsible for, and shall reimburse the County, city, and other applicable public entities, any and all additional

costs or expenses incurred by the County, city, and other applicable public entities, due to, or resulting from, such damage.

SECTION 10. Notices.

Unless stated otherwise herein, any notices to be given or other documents to be delivered by either party may be delivered in person, by private courier, or deposited in the United States registered or certified mail to the party for whom it was intended as follows:

To County: Attention: Survey/Mapping & Property Management Division
County of Los Angeles Department of Public Works
P.O. Box 1460
900 South Fremont Avenue
Alhambra, California 91802-1460

AND

Executive Office of the Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

To Franchisee: Attention: Operations
Estrella Solar, LLC
c/o AES
2180 S 1300 E #600
Salt Lake City, Utah 84106

Notices given by mail in accordance with this provision shall be deemed to have been given at the time and date actually received, or if delivery is refused, on the date of such refusal. Any party may change its address for purposes of the receipt of notices and demands by giving notice of such change in the manner provided in this provision.

SECTION 11. County Franchises.

In addition to the terms and conditions stated herein, this Franchise is granted pursuant to the terms and conditions contained in Division 3, Franchises, of Title 16, Highways, of the Los Angeles County Code, which are incorporated herein by reference, and as Division 3 of Title 16 may be amended hereafter and/or in any successor provisions. In the event the terms and conditions of this Franchise conflict with the terms and conditions of Division 3 of Title 16, the terms and conditions herein shall control. Without limiting the generality of the foregoing, Section 16.44.050 of the Los Angeles County Code is superseded by this ordinance.

SECTION 12. Franchise Operative Date.

The operative date of this Franchise shall be August 30, 2022.

SECTION 13. Termination.

If Franchisee fails to comply with any of the requirements of the Franchise, the County may, in its sole discretion, terminate the Franchise and/or seek any and all available remedies at law or in equity.

Enclosure B

ANALYSIS

This ordinance grants an electrical transmission franchise to Raceway Solar 1, LLC, a Delaware limited liability company ("Franchisee"), to conduct and transmit electricity for a period of thirty-five (35) years, beginning on August 30, 2022, and expiring on August 29, 2057. The base annual fee payable to the County of Los Angeles by Franchisee will be determined according to a formula contained in Section 2 of this franchise ordinance. Franchisee will also pay a granting fee of ten thousand dollars (\$10,000).

DAWYN R. HARRISON
Acting County Counsel

By
GRACE V. CHANG
Principal Deputy County Counsel
Public Works Division

Requested:
Revised:

ORDINANCE NO. _____

An ordinance granting an electrical transmission franchise to Raceway Solar 1, LLC, a Delaware limited liability company, for a period of thirty-five (35) years, beginning on August 30, 2022, and expiring on August 29, 2057.

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

SECTION 1. Franchise Term; Grant.

The right, privilege, and franchise ("Franchise") is granted to Raceway Solar 1, LLC, a Delaware limited liability company ("Franchisee"), and its successors and assigns, for a period of thirty-five (35) years, beginning on August 30, 2022, to construct, operate, maintain, renew, repair, change the size of, remove or abandon in place, and use an electrical transmission system consisting of conduits, manholes, vaults, cables, wires, poles, switches, communications circuits, other equipment, appliances, and appurtenances necessary and appropriate for five (5) cable circuit crossing, and for the purpose of conducting and transmitting electricity and electrical energy for light, heat, and power purposes, and for any and all other purposes for which electricity can be used for Franchisee's operations in connection with its solar power generating facility, generally bounded by West Avenue A, West Avenue A-8, 95th Street West, and 90th Street West, in, on, along, upon, under, or across highways, as defined in Section 16.36.080 of the Los Angeles County Code, now or hereafter dedicated to public use within the unincorporated territory of the County of Los Angeles, State of California ("County Highway"), specifically, West Avenue A at the intersection of 90th Street West, West Avenue A-8 between 90th Street West and 95th Street West, 95th

Street West between West Avenue A-8 and West Avenue B, West Avenue B between 95th Street West and 110th Street West, and 110th Street West between West Avenue B and West Avenue G-8, as more particularly shown on Exhibit A, attached hereto and made a part hereof ("Franchise Area").

SECTION 2. Consideration; Payment of Fees.

A. All fees set forth in this ordinance shall be made payable to the County of Los Angeles ("County"), c/o Department of Public Works, P.O. Box 1460, Alhambra, California 91802-1460.

B. Granting Fee. As consideration for the Franchise granted, Franchisee shall pay the County a granting fee of five thousand dollars (\$10,000) within thirty (30) days after the adoption of this ordinance.

C. Annual Franchise Fee. As additional consideration for the Franchise granted, Franchisee shall pay within thirty (30) days prior to commencement of construction of Franchisee's facilities within the Franchise Area, and annually thereafter, a Franchise fee computed annually ("Annual Franchise Fee") on or before August 30th ("Anniversary Date") of each calendar year, in advance, during the term of Franchise, to the County in lawful money of the United States. The Annual Franchise Fee shall be calculated based on the County Highway space occupied by Franchisee's facilities at the rate of three dollars (\$3.73) per linear foot, or five thousand dollars (\$5,000), whichever is greater. For purposes of calculating the Annual Franchise Fee, it is agreed that Franchisee's facility area will initially occupy a total of thirty eight thousand two

hundred thirty one (38,231) linear feet of County Highway. The Annual Franchise Fee for the first year shall be one hundred forty two thousand six hundred two (\$142,602).

1. Annual Adjustments Based on Consumer Price Index. For every year that this Franchise is in full force and effect, the Annual Franchise Fee for the then-current twelve (12) month period shall be increased based on changes in the Consumer Price Index for All Urban Consumers for the Los Angeles-Long Beach-Anaheim California region (1982-84=100), All Items, as published by the United States Department of Labor, Bureau of Labor Statistics ("Index"), to determine the Annual Franchise Fee for the next twelve (12) months.

2. Each new Annual Franchise Fee shall be calculated by multiplying the then-current Annual Franchise Fee by a fraction, the numerator of which shall be the Index for the month ending ninety (90) days prior to the upcoming Anniversary Date ("Current Index") and the denominator shall be the Index for the month ending ninety (90) days prior to the previous Anniversary Date ("Previous Index"). The formula for calculation is shown below:

Current Annual Franchise Fee x [Current Index/Previous Index] = New Annual Franchise Fee.

3. If the described Index is no longer published and a substitute index is adopted by the Bureau of Labor Statistics, then Franchisee and the County shall accept such substituted index for future Annual Franchise Fee calculations. If no such government index is offered as a replacement, the County shall, at its sole discretion,

determine the indexes to be used. In no event shall the Annual Franchise Fee be less than the previous year's Annual Franchise Fee.

D. Additional Fees and Assessments. In addition to the foregoing Annual Franchise Fee, Franchisee shall also pay all applicable County fees and assessments related to construction and operation in Franchise Area. Franchisee shall also pay any applicable fees provided in the Los Angeles County Code, including but not limited to, administrative fees, processing fees, permit fees, late charges, accrued interest, and penalties required in connection with Franchise. These fees shall be charged at the then-current applicable rates.

E. The County reserves the right to change its method of calculating fees and the amount thereof, not more frequently than once every five (5) years, if the Board of Supervisors ("Board") determines after a public hearing that good cause exists for such change, and such change is not in conflict with the laws of the State of California.

F. Late Payments. In the event Franchisee fails to make full payment of any of the payments provided for herein on or before the dates they are due, Franchisee shall pay a late charge of ten percent (10%) of the amount due, said ten percent (10%) being due thirty (30) days after the date payments are due. The late charge in the amount of ten percent (10%) has been set by both parties hereto in recognition of the difficulty in affixing actual damages from a breach of said time of performance requirement.

In the event full payment of any rate, payment, or fee, including the ten percent (10%) late charge, is not received within sixty (60) days after the due date, an

assessment of interest shall accrue on the unpaid balance at one percent (1%) per month beginning on the sixty-first (61st) day after the due date.

SECTION 3. Indemnification and Insurance.

Franchisee shall meet the following indemnification and insurance requirements:

A. Indemnification. Franchisee shall indemnify, defend, and hold harmless, the County and its special districts, elected and appointed officers, employees, and agents ("County's Agents") from and against any and all liability and expense, including claims and lawsuits relating to or arising from the County's grant of this Franchise and for injuries or damages of any nature whatsoever, including, but not limited to, bodily injury, death, personal injury, or property damage, including property of Franchisee, pollution liability, environmental compliance, defense costs, attorneys' fees, and workers' compensation benefits, based upon, arising from, or relating to either:

(1) Franchisee's use of Franchise and the operations or the services provided by Franchisee, its employees, agents, servants, receivers, contractors, subcontractors, successors, or assignees ("Franchisee's Agents") in connection with this Franchise; and/or (2) any acts or omissions of Franchisee, Franchisee's Agents, or any person in connection with activities or work conducted or performed pursuant to this Franchise and arising out of such activities or work. Franchisee shall also indemnify, defend, and hold harmless, the County and the County's Agents from and against any and all pollution liability, contamination, or environmental degradation liability, including any and all expenses, claims, and lawsuits for injuries or damages of any nature whatsoever, defense costs, attorneys' fees, and workers' compensation benefits, arising from or

relating to any threatened, actual, or alleged discharge, dispersal, release, or escape of any substance into or upon any person, thing, or place, including the land, soil, atmosphere, man-made structure, and/or any above or below ground watercourse or body of water, in connection with or related to this Franchise. Notwithstanding anything to the contrary herein, Franchisee shall not be obligated to indemnify the County and County's Agents for liability and expense arising from or relating to the active negligence or willful misconduct of the County or the County's Agents.

B. Insurance. Without limiting Franchisee's indemnification of the County or County's Agents, Franchisee shall provide and maintain at its own expense, during the term of this Franchise, the following programs of insurance. Such programs and evidence of insurance shall be satisfactory to the County and shall be primary to, and not contributing with, any other insurance or self-insurance programs maintained by the County.

1. Certificate(s), Declaration page(s), specified Endorsement(s) and/or other evidence of coverage satisfactory to the County shall be delivered on or before the effective date of this Franchise, and on or before the expiration date of each term of insurance, to the County. Such certificates or other evidence shall:

- a. Specifically identify this Franchise ordinance by ordinance number.
- b. Clearly evidence all insurance required in this Franchise ordinance.

c. Include a copy of the additional insured endorsement to the liability policies, adding the County and County's Agents as additional insureds for damages caused, in whole or in part, by Franchisee's acts or omissions in the performance of Franchisee's ongoing operations. Contain the express condition that the County is to be given written notice by mail at least ten (10) days in advance of any modification, non-renewal, cancellation, or termination of any program of liability insurance, including workers' compensation insurance. However, in the event insurers are not willing or able to provide such notice, this responsibility shall be borne by Franchisee.

d. Show Franchisee's insurance as primary to the County's insurance and self-insurance programs. This may be evidenced by adding a statement to the additional insured endorsement required in subsection (d) stating (or using equivalent wording), "It is further agreed that the insurance afforded by this policy is primary to any insurance or self-insurance programs maintained by the additional insureds, and the additional insureds' insurance and self-insurance programs are excess and non-contributing to Named Insured's insurance." Include a copy of the additional insured endorsement to the liability policies, adding the County and the County's Agents as additional insureds for all activities arising from this Franchise.

2. Upon request by the County, Franchisee shall provide the County with a copy of its effective policy of insurance providing coverage pursuant to the terms of this Franchise.

3. Insurance is to be provided by an insurance company with an A.M. Best rating of not less than A: VII, unless otherwise approved by the County.

4. Franchisee agrees to release the County and the County's Agents and waive its insurers' rights of recovery against them under the insurance policies specified in this Franchise ordinance.

5. Liability: Such insurance shall be endorsed naming the County and County's Agents as additional insureds with respect to Franchisee's obligations under this Franchise, and shall include, but not be limited to:

a. Commercial General Liability insurance written on a commercial general liability form (ISO policy form CG00 01, or its equivalent, [including any umbrella/excess liability policy] unless otherwise approved in writing by the County), with limits of not less than five million dollars (\$5,000,000) per occurrence, fifteen million dollars (\$15,000,000) policy aggregate, and fifteen million dollars (\$15,000,000) products/completed operations aggregate. Limits may be provided by a combination of primary and excess/umbrella liability policies.

b. If written on a claims-made form, such insurance shall be endorsed to provide an extended reporting period of not less than two (2) years following termination or cancellation of this Franchise.

c. Comprehensive Auto Liability insurance (written on ISO policy form CA 00 01, or its equivalent, unless otherwise approved by the County), endorsed for all owned (if any), non-owned, and hired vehicles with a limit of not less than one million dollars (\$1,000,000) per occurrence.

d. Pollution Liability insurance, which insures liability for bodily injury or property damage, including cleanup cost for "Sudden and Accidental" contamination or pollution. Such coverage may be provided within the General Liability and Umbrella policies and have limits of five million dollars (\$5,000,000) per occurrence. Such coverage shall also be in an amount and form to meet all applicable State and federal requirements, but in all events, such coverage shall not be less than five million dollars (\$5,000,000) per occurrence.

i. If written with an annual aggregate limit, the policy limit shall be three (3) times the above-required occurrence limit.

ii. If written on a claims-made form, such insurance shall be endorsed to provide an extended reporting period of not less than two (2) years following termination or cancellation of this Franchise.

6. 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. Such policy shall be endorsed to waive subrogation against the County for injury to Franchisee's employees. In all cases, the above insurance shall include Employers' Liability insurance with coverage of not less than:

a. Each accident: one million dollars (\$1,000,000).

b. Disease-policy limit: one million dollars (\$1,000,000).

c. Disease-each employee: one million dollars (\$1,000,000).

C. Franchisee shall furnish the County within thirty (30) days of the adoption of this ordinance, and within thirty (30) days after the expiration date of each term of

insurance, with evidence of insurance coverage or renewal (as applicable), as required by Section 3.B. to the satisfaction of the County for each of said policies certified by Franchisee's insurance agent, or by the company issuing the policy.

D. The types and amounts of said insurance coverage shall be subject to review and adjustment by the County, at County's sole discretion, at any time during the term of Franchise. In the event of such adjustment, Franchisee agrees to obtain said adjusted insurance coverage, in type(s) and amount(s) as determined by the County, within thirty (30) days after written notice from the County.

E. Failure on the part of Franchisee to procure or maintain the required insurance, or to provide evidence of current insurance, shall constitute a material breach of the terms of this Franchise upon which the County may immediately terminate or suspend this Franchise.

F. It is the obligation of Franchisee to provide evidence of current insurance policies. No Franchise operations shall commence until Franchisee has complied with the provisions of Section 3.B., and any operations under this Franchise shall be suspended during any period that Franchisee fails to obtain or maintain the insurance required hereunder.

SECTION 4. Security/Bond.

A. Security Requirements/Faithful Performance Bond.

1. Within one (1) year following the adoption of this ordinance or thirty days (30) prior to Franchisee commencing construction of Franchisee's facilities within the Franchise Area, whichever occurs first, Franchisee shall provide to the County a

faithful performance bond in the sum of not less than one million dollars (\$1,000,000) payable to "County of Los Angeles", executed by a corporate surety licensed to transact business as a surety in the State of California, and acceptable to the County. Such bond shall be conditioned upon the faithful performance by Franchisee of the terms and conditions of this Franchise and shall provide that, in case of a breach of any condition of this Franchise, the whole amount of the penal sum, or any portion thereof, shall be deemed by the County to be liquidated damages, and such amount shall be payable to the County by the principal and surety(ies) of the bond.

2. Every year this Franchise is in full force and effect, the amount of the faithful performance bond for the then-current twelve (12) month period shall be increased by one and one-half percent (1.5%) on or before the Anniversary Date in advance of the next Franchise year.

3. Throughout the term of Franchise, Franchisee shall maintain the faithful performance bond in the amount required herein. Within ten (10) business days after receipt of notice from the County that any amount has been withdrawn from the bond as provided in this section, Franchisee shall restore the bond to the full amount required herein.

4. The faithful performance bond shall be maintained in full effect for one (1) year following the date of the County's approval pursuant to this Franchise of any sale, transfer, assignment, or other change of ownership of Franchise or Franchisee or following the expiration or termination of the Franchise. The County may

release said bond prior to the end of the one (1) year period upon satisfaction by Franchisee of all the obligations under Franchise.

B. Alternative Security.

1. The County, in its sole discretion, may accept alternative security to meet the above bonding requirements, including, but not limited to, an irrevocable letter of credit, certificate of deposit, or a cash deposit in the form of a Passbook Savings Account acceptable to the County, as an alternative to a faithful performance bond to guarantee the performance of Franchisee's obligations under this Franchise. Such alternative security shall be made payable to the County and shall be deposited to the satisfaction of the County.

2. The types and amounts of the performance bond or alternative security coverage shall be subject to review and adjustment by the County, at the County's sole discretion, at any time during the term of Franchise. In the event of such adjustment, Franchisee agrees to obtain said adjusted coverage and bonding, in type(s) and amount(s) as determined by the County, within thirty (30) days after written notice from the County.

C. No Franchise operations shall commence until Franchisee has complied with the requirements of this section.

SECTION 5. Transfers and Assignments.

A. Franchisee shall not sell, transfer (including stock transfer), exchange, assign, lease or divest itself of Franchise or any part thereof (each of which is hereinafter referred to as an "Assignment") to any other person or entity ("Transferee"),

except with the written consent of the Director of Public Works or his/her designee ("Director"), and after payment of a transfer fee as detailed in Section 5.G.

No such consent shall be required for any Assignment of Franchise in trust or by way of mortgage, deed of trust, pledge, or hypothecation with all or part of Franchisee's other property for the purpose of securing any indebtedness of Franchisee provided that Franchisee shall provide the County at least ten (10) days' prior written notice of such Assignment in trust, mortgage, deed of trust, pledge or other hypothecation, including the name and address of the assignee, pledgee, mortgagee or otherwise benefitted party. Except as provided in Section 5.E., a merger will not be deemed a sale, transfer, Assignment or lease of Franchise.

B. Franchisee shall give notice to the County of any pending Assignment, except as excluded in Section 5.E., and shall provide all documents required by the County as set forth in Section 5.F. Consent to any such Assignment shall only be refused if the County finds that Franchisee is in noncompliance with the terms and conditions of Franchise and/or that the proposed Transferee, as applicable, is lacking in sufficient experience and/or financial ability to meet Franchise obligations. Consent shall be conditioned upon the terms and conditions set forth in the Assignment documents delivered to the County, the assumption by the Transferee, as applicable, of all Franchisee's covenants and obligations under Franchise, and all information provided to the County under Section 5.F., below, being true and correct as of completion of the Assignment. Upon receipt of such consent from the County, Franchisee may proceed to consummate the Assignment.

C. Franchisee shall file with the County within thirty (30) days after the effective date of any Assignment, a certified copy of the duly executed instrument(s) that officially evidence(s) such Assignment. If such duly executed instrument(s) is (are) not filed with the County within thirty (30) days after the effective date of such proposed Assignment, or if the conditions to consent by the County have not been met, then the County may notify Franchisee and the proposed Transferee that the Assignment is not deemed approved by the County. The County may then determine that the Assignment has no force or effect or that Franchise is forfeited.

D. As a condition to granting consent to such Assignment, the County may impose, by ordinance, such additional terms and conditions upon the proposed Transferee as the Board deems to be in the public interest. Nothing contained herein shall be construed to grant Franchisee the right to complete an Assignment except in the manner aforesaid. This section applies to any Assignment, whether by operation of law, by voluntary act of Franchisee, or otherwise.

E. Notwithstanding the foregoing, shareholders, partners, and/or any other person or entity owning an interest in Franchisee may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, Assignment, divestment, or other change, including a merger, is effected in such a way as to give majority control of Franchisee to any person or persons, corporation, partnership, or legal entity other than the person or entity with the controlling interest in Franchisee on the effective date of Franchise or the effective

date of the last approved Assignment, consent thereof shall be required as otherwise provided in this section.

F. Except for any Assignments made pursuant to Section 5.E., upon notice by Franchisee of any proposed Assignment, the proposed Transferee shall submit an Assignment application to the County, which shall contain at a minimum:

1. Identification of the proposed Transferee, which indicates the corporate or business entity organization, including the submission of copies of the corporate or business formation papers (e.g., articles of incorporation and by-laws, limited partnership agreements, operating agreements), and the names and addresses of any parent or subsidiary of the proposed Transferee(s), or any other business entity owning or controlling the proposed Transferee in part or in whole.

2. A current financial statement, which has been audited by a certified public accountant, demonstrating conclusively to the satisfaction of the County that the proposed Transferee has all the financial resources necessary to carry out all of the terms and conditions of Franchise. The financial statement shall include a balance sheet, profit and loss statement for at least the three (3) most recent years, and a statement of changes in financial position; however, if the proposed Transferee has been in existence for less than three (3) years, then for such period of existence.

3. A copy of the proposed agreement of sale, letter of understanding, or other documentation that details the proposed Assignment.

4. Other information that may be required by the County to assess the capability of the proposed Transferee to operate and maintain Franchise.

G. The transfer fee shall be submitted with Franchisee's request for the County's consent to any Assignment described in Subsection 5.A. and shall be determined as follows:

1. Consent to Assignment or any other action, in which the County does not elect to modify Franchise by adoption of an amending ordinance: five thousand dollars (\$5,000).

2. Consent to Assignment or any other action, in which the County elects to modify Franchise by adoption of an amending ordinance: seven thousand five hundred dollars (\$7,500).

SECTION 6. Relocation of Facilities.

A. If any of the facilities constructed, installed, or maintained by Franchisee pursuant to this Franchise on, along, upon, in, under, or across the County Highway are located in a manner that prevents or interferes with the change of grade, traffic needs, operation, maintenance, improvement, repair, construction, reconstruction, widening, alteration, or relocation of the County Highway, Franchisee shall remove and relocate any such facility at no expense to the County, or any applicable cities or other public entities, within the time required by the County, upon receipt of a written request from the County to do so.

B. If Franchisee neglects or fails to remove and relocate its facilities, within the time required by the County after receipt of any such notice, Franchisee shall be solely responsible for, and shall reimburse the County, city, and other applicable public entities, any and all additional costs or expenses incurred by the County, city, and other

applicable public entities, due to, or resulting from, such delay and/or failure to remove and relocate Franchisee's facilities. Failure to remove such facilities within the time required by the County may constitute a breach of this Franchise in the sole discretion of the County.

C. The County reserves the right for itself, and for all cities and public entities that are now or may later be established, to lay, construct, repair, alter, relocate and maintain subsurface or other facilities or improvements of any type or description within the highways over which Franchise is granted, subject to the relocation provisions of Section 6.A., above. Failure of Franchisee to relocate its facilities as required by the County may constitute a breach of this Franchise, at the sole discretion of the County.

SECTION 7. Removing or Abandoning Facilities.

A. Removal. Franchisee must remove all of Franchisee's facilities located within Franchise Area within one hundred eighty (180) days of the expiration or termination of Franchise, and shall restore Franchise Area to its former state at the time such facilities are removed, as near as may be, so as not to impair its usefulness, unless the County agrees that the facilities can be abandoned in place as set forth in Section 7.B., below.

B. Abandonment. Upon application from Franchisee given at any time during the term of Franchise, the County may, in its sole discretion, give Franchisee permission to abandon, without removing, any facility laid, constructed, operated, or maintained, under this Franchise. The Director shall determine whether abandonment may be effected without detriment to the public interest and under what conditions such

proposed abandonment may be effected. Within thirty (30) days of the Director's determination granting the request to abandon its facilities, Franchisee shall apply for a permit in compliance with the requirements of the applicable provisions of the County Highway Ordinance in Division 1 of Title 16 of the Los Angeles County Code, or any successor or amended provisions ("County Highway Ordinance"), and commence work authorized by the permit within sixty (60) days of permit issuance.

SECTION 8. Conditions of Franchise Grant; Suspension, Forfeiture, Termination; Grounds and Procedure.

A. This Franchise is granted upon each and every condition contained in this ordinance, including conditions as are incorporated herein by reference.

B. Any neglect, failure, or refusal to comply with any of the conditions of this Franchise shall constitute grounds for suspension, forfeiture, termination, or any combination thereof. The County, prior to any suspension or termination of Franchise, shall give to Franchisee not less than thirty (30) days' written notice of any default. If Franchisee does not within the noticed period commence to cure the default, or after such commencement fails to diligently prosecute said cure, the County may hold a hearing at which Franchisee shall have the right to appear and be heard and, thereupon, the County may determine whether such conditions are material and essential to Franchise and whether Franchisee is in default with respect thereto and may declare Franchise suspended or terminated. Notice of the hearing shall be given to Franchisee by certified mail not less than thirty (30) days before said hearing. Franchise may only be suspended or terminated by the County after a hearing.

SECTION 9. Construction, Operation, and Maintenance.

A. All facilities, constructed, laid, operated, or maintained under the provisions of this Franchise shall be constructed, laid, operated, or maintained in accordance with, and conforming to, all the ordinances, codes, rules, and regulations now or hereafter adopted or prescribed by the County and all applicable local, State, and federal laws and regulations.

B. Franchisee shall not commence any construction, excavation or encroachment work under Franchise until it has obtained any permit or authorization required by the Los Angeles County Code, including, but not limited to, the County Highway Ordinance, except in cases of emergency affecting public health, safety or welfare, or the preservation of life or property, in which case Franchisee shall apply for such permit not later than the next business day.

C. The work of constructing, laying, replacing, repairing, or removing facilities authorized under the provisions of this Franchise on, along, upon, in, under, or across the County Highways, in Franchise Area, shall be conducted with as little hindrance as practicable to the use of the County Highway, for purpose of travel; and as soon as the constructing, laying, replacing, repairing, or removing of any of said facilities is completed, all portions of the County Highway that have been excavated or otherwise injured thereby shall be placed in as good condition as the same was before constructing, laying, replacing, repairing or, removing of the facilities, to the satisfaction of the County.

D. The County reserves the right for itself, and for all cities and public entities that are now or may be later established, to improve the surface of any highway over which Franchise is granted.

E. If the County constructs or maintains any storm drain, sewer structure, or other facility or improvement, under or across any facility of Franchisee maintained pursuant to this Franchise, Franchisee shall provide, at no expense to the County, such support as shall be reasonably required to support, maintain, and protect Franchisee's facility.

F. Within twenty-one (21) days of a request by the County, Franchisee shall provide information, at no cost to the County, cities or other applicable public entities, identifying the location of the facilities laid or constructed under this Franchise by potholing or other method approved by the County. Franchisee shall maintain a membership and participate in Underground Service Alert – Southern California in compliance with Government Code section 4216 et seq.

G. If any portion of any highway is damaged by reason of defective facilities laid or constructed by Franchisee under this Franchise, Franchisee shall, at its own expense, repair any such defect and put such highway in as good condition as it was before such damage was incurred, to the satisfaction of the County. If Franchisee neglects or fails to repair such damage after receipt of any such notice, or if such damage constitutes an immediate danger to public health and safety requiring the immediate repair thereof, Franchisee shall be solely responsible for, and shall reimburse the County, city, and other applicable public entities, any and all additional

costs or expenses incurred by the County, city, and other applicable public entities, due to, or resulting from, such damage.

SECTION 10. Notices.

Unless stated otherwise herein, any notices to be given or other documents to be delivered by either party may be delivered in person, by private courier, or deposited in the United States registered or certified mail to the party for whom it was intended as follows:

To County: Attention: Survey/Mapping & Property Management Division
County of Los Angeles Department of Public Works
P.O. Box 1460
900 South Fremont Avenue
Alhambra, California 91802-1460

AND

Executive Office of the Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

To Franchisee: Attention: Operations
Raceway Solar 1, LLC
c/o AES
2180 S 1300 E #600
Salt Lake City, Utah 84106

Notices given by mail in accordance with this provision shall be deemed to have been given at the time and date actually received, or if delivery is refused, on the date of such refusal. Any party may change its address for purposes of the receipt of notices and demands by giving notice of such change in the manner provided in this provision.

SECTION 11. County Franchises.

In addition to the terms and conditions stated herein, this Franchise is granted pursuant to the terms and conditions contained in Division 3, Franchises, of Title 16, Highways, of the Los Angeles County Code, which are incorporated herein by reference, and as Division 3 of Title 16 may be amended hereafter and/or in any successor provisions. In the event the terms and conditions of this Franchise conflict with the terms and conditions of Division 3 of Title 16, the terms and conditions herein shall control. Without limiting the generality of the foregoing, Section 16.44.050 of the Los Angeles County Code is superseded by this ordinance.

SECTION 12. Franchise Operative Date.

The operative date of this Franchise shall be August 30, 2022.

SECTION 13. Termination.

If Franchisee fails to comply with any of the requirements of the Franchise, the County may, in its sole discretion, terminate the Franchise and/or seek any and all available remedies at law or in equity.

ANALYSIS

This ordinance grants an electrical transmission franchise to Estrella Solar, LLC, a Delaware limited liability company ("Franchisee"), to conduct and transmit electricity for a period of thirty-five (35) years, beginning on August 30, 2022, and expiring on August 29, 2057. The base annual fee payable to the County of Los Angeles by Franchisee will be determined according to a formula contained in Section 2 of this franchise ordinance. Franchisee will also pay a granting fee of ten thousand dollars (\$10,000).

DAWYN R. HARRISON
Acting County Counsel

By
GRACE V. CHANG
Principal Deputy County Counsel
Public Works Division

Requested:
Revised:

ORDINANCE NO. _____

An ordinance granting an electrical transmission franchise to Estrella Solar, LLC, a Delaware limited liability company, for a period of thirty-five (35) years, beginning on August 30, 2022, and expiring on August 29, 2057.

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

SECTION 1. Franchise Term; Grant.

The right, privilege, and franchise ("Franchise") is granted to Estrella Solar, LLC, a Delaware limited liability company ("Franchisee"), and its successors and assigns, for a period of thirty-five (35) years, beginning on August 30, 2022, to construct, operate, maintain, renew, repair, change the size of, remove or abandon in place, and use an electrical transmission system consisting of conduits, manholes, vaults, cables, wires, switches, communications circuits, other equipment, appliances, and appurtenances necessary and appropriate for five (5) cable circuit crossing, and for the purpose of conducting and transmitting electricity and electrical energy for light, heat, and power purposes, and for any and all other purposes for which electricity can be used for Franchisee's operations in connection with its solar power generating facility, generally bounded by West Avenue A, West Avenue A-8, 95th Street West, and 90th Street West, in, on, along, upon, under, or across highways, as defined in Section 16.36.080 of the Los Angeles County Code, now or hereafter dedicated to public use within the unincorporated territory of the County of Los Angeles, State of California ("County Highway"), specifically, West Avenue A-8 between 90th Street West and 95th Street West, 95th Street West between West Avenue A-8 and West Avenue B, West Avenue B

between 95th Street West and 110th Street West, and 110th Street West between West Avenue B and West Avenue G-8, as more particularly shown on Exhibit A, attached hereto and made a part hereof ("Franchise Area").

SECTION 2. Consideration; Payment of Fees.

A. All fees set forth in this ordinance shall be made payable to the County of Los Angeles ("County"), c/o Department of Public Works, P.O. Box 1460, Alhambra, California 91802-1460.

B. Granting Fee. As consideration for the Franchise granted, Franchisee shall pay the County a granting fee of ten thousand dollars (\$10,000) within thirty (30) days after the adoption of this ordinance.

C. Annual Franchise Fee. As additional consideration for the Franchise granted, Franchisee shall pay within thirty (30) days prior to commencement of construction of Franchisee's facilities within the Franchise Area, and annually thereafter, a Franchise fee computed annually ("Annual Franchise Fee") on or before August 30th ("Anniversary Date") of each calendar year, in advance, during the term of Franchise, to the County in lawful money of the United States. The Annual Franchise Fee shall be calculated based on the County Highway space occupied by Franchisee's facilities at the rate of three dollars (\$3) per linear foot, or five thousand dollars (\$5,000), whichever is greater. For purposes of calculating the Annual Franchise Fee, it is agreed that Franchisee's facility area will initially occupy a total of thirty seven thousand three hundred twenty six (37,326) linear feet of County Highway. The Annual Franchise Fee

for the first year shall be one hundred forty one thousand six hundred ninety nine dollars (\$141,699).

1. Annual Adjustments Based on Consumer Price Index. For every year that this Franchise is in full force and effect, the Annual Franchise Fee for the then-current twelve (12) month period shall be increased based on changes in the Consumer Price Index for All Urban Consumers for the Los Angeles-Long Beach-Anaheim California region (1982-84=100), All Items, as published by the United States Department of Labor, Bureau of Labor Statistics ("Index"), to determine the Annual Franchise Fee for the next twelve (12) months.

2. Each new Annual Franchise Fee shall be calculated by multiplying the then-current Annual Franchise Fee by a fraction, the numerator of which shall be the Index for the month ending ninety (90) days prior to the upcoming Anniversary Date ("Current Index") and the denominator shall be the Index for the month ending ninety (90) days prior to the previous Anniversary Date ("Previous Index"). The formula for calculation is shown below:

Current Annual Franchise Fee x [Current Index/Previous Index] = New Annual Franchise Fee.

3. If the described Index is no longer published and a substitute index is adopted by the Bureau of Labor Statistics, then Franchisee and the County shall accept such substituted index for future Annual Franchise Fee calculations. If no such government index is offered as a replacement, the County shall, at its sole discretion,

determine the indexes to be used. In no event shall the Annual Franchise Fee be less than the previous year's Annual Franchise Fee.

D. Additional Fees and Assessments. In addition to the foregoing Annual Franchise Fee, Franchisee shall also pay all applicable County fees and assessments related to construction and operation in Franchise Area. Franchisee shall also pay any applicable fees provided in the Los Angeles County Code, including but not limited to, administrative fees, processing fees, permit fees, late charges, accrued interest, and penalties required in connection with Franchise. These fees shall be charged at the then-current applicable rates.

E. The County reserves the right to change its method of calculating fees and the amount thereof, not more frequently than once every five (5) years, if the Board of Supervisors ("Board") determines after a public hearing that good cause exists for such change, and such change is not in conflict with the laws of the State of California.

F. Late Payments. In the event Franchisee fails to make full payment of any of the payments provided for herein on or before the dates they are due, Franchisee shall pay a late charge of ten percent (10%) of the amount due, said ten percent (10%) being due thirty (30) days after the date payments are due. The late charge in the amount of ten percent (10%) has been set by both parties hereto in recognition of the difficulty in affixing actual damages from a breach of said time of performance requirement.

In the event full payment of any rate, payment, or fee, including the ten percent (10%) late charge, is not received within sixty (60) days after the due date, an

assessment of interest shall accrue on the unpaid balance at one percent (1%) per month beginning on the sixty-first (61st) day after the due date.

SECTION 3. Indemnification and Insurance.

Franchisee shall meet the following indemnification and insurance requirements:

A. Indemnification. Franchisee shall indemnify, defend, and hold harmless, the County and its special districts, elected and appointed officers, employees, and agents ("County's Agents") from and against any and all liability and expense, including any and all claims and lawsuits relating to or arising from the County's grant of this Franchise and for injuries or damages of any nature whatsoever, including, but not limited to, bodily injury, death, personal injury, property damage, including property of Franchisee, any encroachment or encumbrance upon property interests or infringement of property rights, any loss of property value, pollution liability, environmental compliance, defense costs, attorneys' fees, and workers' compensation benefits, based upon, arising from, or relating to: (1) County's grant and/or extension of this Franchise; (2) Franchisee's use of Franchise and the operations or the services provided by Franchisee, its employees, agents, servants, receivers, contractors, subcontractors, successors, or assignees ("Franchisee's Agents") in connection with this Franchise; and/or (3) any acts or omissions of Franchisee, Franchisee's Agents, or any person in connection with activities or work conducted or performed pursuant to this Franchise and arising out of such activities or work. Franchisee shall also indemnify, defend, and hold harmless, the County and the County's Agents from and against any and all pollution liability, contamination, or environmental degradation liability, including any and

all expenses, claims, and lawsuits for injuries or damages of any nature whatsoever, defense costs, attorneys' fees, and workers' compensation benefits, arising from or relating to any threatened, actual, or alleged discharge, dispersal, release, or escape of any substance into or upon any person, thing, or place, including the land, soil, atmosphere, man-made structure, and/or any above or below ground watercourse or body of water, in connection with or related to this Franchise.

B. Insurance. Without limiting Franchisee's indemnification of the County or County's Agents, or provision of bonding or additional security required under this Franchise, Franchisee shall provide and maintain at its own expense, during the term of this Franchise, the following programs of insurance. Such programs and evidence of insurance shall be satisfactory to the County and shall be primary to, and not contributing with, any other insurance or self-insurance programs maintained by the County.

1. Certificate(s), Declaration page(s), specified Endorsement(s) and/or other evidence of coverage satisfactory to the County shall be delivered on or before the effective date of this Franchise, and on or before the expiration date of each term of insurance, to the County. Such certificates or other evidence shall:

- a. Specifically identify this Franchise ordinance by ordinance number.
- b. Clearly evidence all insurance required in this Franchise ordinance.

c. Include a copy of the additional insured endorsement to the liability policies, adding the County and County's Agents as additional insureds for damages caused, in whole or in part, by Franchisee's acts or omissions in the performance of Franchisee's ongoing operations. Contain the express condition that the County is to be given written notice by mail at least ten (10) days in advance of any modification, non-renewal, cancellation, or termination of any program of liability insurance, including workers' compensation insurance. However, in the event insurers are not willing or able to provide such notice, this responsibility shall be borne by Franchisee.

d. Show Franchisee's insurance as primary to the County's insurance and self-insurance programs. This may be evidenced by adding a statement to the additional insured endorsement required in subsection (d) stating (or using equivalent wording), "It is further agreed that the insurance afforded by this policy is primary to any insurance or self-insurance programs maintained by the additional insureds, and the additional insureds' insurance and self-insurance programs are excess and non-contributing to Named Insured's insurance." Include a copy of the additional insured endorsement to the liability policies, adding the County and the County's Agents as additional insureds for all activities arising from this Franchise.

2. Upon request by the County, Franchisee shall provide the County with a copy of its effective policy of insurance providing coverage pursuant to the terms of this Franchise.

3. Insurance is to be provided by an insurance company with an A.M. Best rating of not less than A: VII, unless otherwise approved by the County.

4. Franchisee agrees to release the County and the County's Agents and waive its insurers' rights of recovery against them under the insurance policies specified in this Franchise ordinance.

5. Liability: Such insurance shall be endorsed naming the County and County's Agents as additional insureds with respect to Franchisee's obligations under this Franchise, and shall include, but not be limited to:

a. Commercial General Liability insurance written on a commercial general liability form (ISO policy form CG00 01, or its equivalent, [including any umbrella/excess liability policy] unless otherwise approved in writing by the County), with limits of not less than five million dollars (\$5,000,000) per occurrence, fifteen million dollars (\$15,000,000) policy aggregate, and fifteen million dollars (\$15,000,000) products/completed operations aggregate. Limits may be provided by a combination of primary and excess/umbrella liability policies.

b. If written on a claims-made form, such insurance shall be endorsed to provide an extended reporting period of not less than two (2) years following termination or cancellation of this Franchise.

c. Comprehensive Auto Liability insurance (written on ISO policy form CA 00 01, or its equivalent, unless otherwise approved by the County), endorsed for all owned (if any), non-owned, and hired vehicles with a limit of not less than one million dollars (\$1,000,000) per occurrence.

d. Pollution Liability insurance, which insures liability for bodily injury or property damage, including cleanup cost for "Sudden and Accidental" contamination or pollution. Such coverage may be provided within the General Liability and Umbrella policies and have limits of five million dollars (\$5,000,000) per occurrence. Such coverage shall also be in an amount and form to meet all applicable State and federal requirements, but in all events, such coverage shall not be less than five million dollars (\$5,000,000) per occurrence.

i. If written with an annual aggregate limit, the policy limit shall be three (3) times the above-required occurrence limit.

ii. If written on a claims-made form, such insurance shall be endorsed to provide an extended reporting period of not less than two (2) years following termination or cancellation of this Franchise.

6. 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. Such policy shall be endorsed to waive subrogation against the County for injury to Franchisee's employees. In all cases, the above insurance shall include Employers' Liability insurance with coverage of not less than:

a. Each accident: one million dollars (\$1,000,000).

b. Disease-policy limit: one million dollars (\$1,000,000).

c. Disease-each employee: one million dollars (\$1,000,000).

C. Franchisee shall furnish the County within thirty (30) days of the adoption of this ordinance, and within thirty (30) days after the expiration date of each term of

insurance, with evidence of insurance coverage or renewal (as applicable), as required by Section 3.B. to the satisfaction of the County for each of said policies certified by Franchisee's insurance agent, or by the company issuing the policy.

D. The types and amounts of said insurance coverage shall be subject to review and adjustment by the County, at County's sole discretion, at any time during the term of Franchise. In the event of such adjustment, Franchisee agrees to obtain said adjusted insurance coverage, in type(s) and amount(s) as determined by the County, within thirty (30) days after written notice from the County.

E. Failure on the part of Franchisee to procure or maintain the required insurance, or to provide evidence of current insurance, shall constitute a material breach of the terms of this Franchise upon which the County may immediately terminate or suspend this Franchise.

F. It is the obligation of Franchisee to provide evidence of current insurance policies. No Franchise operations shall commence until Franchisee has complied with the provisions of Section 3.B., and any operations under this Franchise shall be suspended during any period that Franchisee fails to obtain or maintain the insurance required hereunder.

SECTION 4. Security/Bond.

A. Security Requirements/Faithful Performance Bond.

1. Within sixty (60) days following the adoption of this ordinance Franchisee shall provide to the County a faithful performance bond in the sum of not less than one million dollars (\$1,000,000) payable to "County of Los Angeles",

executed by a corporate surety licensed to transact business as a surety in the State of California, and acceptable to the County. Such bond shall be conditioned upon the faithful performance by Franchisee of the terms and conditions of this Franchise and shall provide that, in case of a breach of any condition of this Franchise, the whole amount of the penal sum, or any portion thereof, shall be deemed by the County to be liquidated damages, and such amount shall be payable to the County by the principal and surety(ies) of the bond.

2. Every year this Franchise is in full force and effect, the amount of the faithful performance bond for the then-current twelve (12) month period shall be increased by one and one-half percent (1.5%) on or before the Anniversary Date in advance of the next Franchise year.

3. Throughout the term of Franchise, Franchisee shall maintain the faithful performance bond in the amount required herein. Within ten (10) business days after receipt of notice from the County that any amount has been withdrawn from the bond as provided in this section, Franchisee shall restore the bond to the full amount required herein.

4. The faithful performance bond shall be maintained in full effect for one (1) year following the date of the County's approval pursuant to this Franchise of any sale, transfer, assignment, or other change of ownership of Franchise or Franchisee or following the expiration or termination of the Franchise. The County may release said bond prior to the end of the one (1) year period upon satisfaction by Franchisee of all the obligations under Franchise.

B. Alternative and/or Additional Security.

1. The County, in its sole discretion, may require and accept alternative and/or additional security to meet and/or supplement the above bonding requirements, including, but not limited to, an irrevocable letter of credit, certificate of deposit, or a cash deposit in the form of a Passbook Savings Account acceptable to the County, as alternative and/or additional security to a faithful performance bond to guarantee the performance of Franchisee's obligations under this Franchise. Such alternative and/or additional security shall be made payable to the County and shall be deposited to the satisfaction of the County.

2. The types and amounts of the performance bond and alternative and/or additional security coverage shall be subject to review and adjustment by the County, at the County's sole discretion, at any time during the term of Franchise. In the event of such adjustment, Franchisee agrees to obtain said adjusted coverage and bonding, in type(s) and amount(s) as determined by the County, within thirty (30) days after written notice from the County.

C. No Franchise operations shall commence until Franchisee has complied with the requirements of this section.

SECTION 5. Transfers and Assignments.

A. Franchisee shall not sell, transfer (including stock transfer), exchange, assign, lease or divest itself of Franchise or any part thereof (each of which is hereinafter referred to as an "Assignment") to any other person or entity ("Transferee"),

except with the written consent of the Director of Public Works or his/her designee ("Director"), and after payment of a transfer fee as detailed in Section 5.G.

No such consent shall be required for any Assignment of Franchise in trust or by way of mortgage, deed of trust, pledge, or hypothecation with all or part of Franchisee's other property for the purpose of securing any indebtedness of Franchisee provided that Franchisee shall provide the County at least ten (10) days' prior written notice of such Assignment in trust, mortgage, deed of trust, pledge or other hypothecation, including the name and address of the assignee, pledgee, mortgagee or otherwise benefitted party. Except as provided in Section 5.E., a merger will not be deemed a sale, transfer, Assignment or lease of Franchise.

B. Franchisee shall give notice to the County of any pending Assignment, except as excluded in Section 5.E., and shall provide all documents required by the County as set forth in Section 5.F. Consent to any such Assignment shall only be refused if the County finds that Franchisee is in noncompliance with the terms and conditions of Franchise and/or that the proposed Transferee, as applicable, is lacking in sufficient experience and/or financial ability to meet Franchise obligations. Consent shall be conditioned upon the terms and conditions set forth in the Assignment documents delivered to the County, the assumption by the Transferee, as applicable, of all Franchisee's covenants and obligations under Franchise, and all information provided to the County under Section 5.F., below, being true and correct as of completion of the Assignment. Upon receipt of such consent from the County, Franchisee may proceed to consummate the Assignment.

C. Franchisee shall file with the County within thirty (30) days after the effective date of any Assignment, a certified copy of the duly executed instrument(s) that officially evidence(s) such Assignment. If such duly executed instrument(s) is (are) not filed with the County within thirty (30) days after the effective date of such proposed Assignment, or if the conditions to consent by the County have not been met, then the County may notify Franchisee and the proposed Transferee that the Assignment is not deemed approved by the County. The County may then determine that the Assignment has no force or effect or that Franchise is forfeited.

D. As a condition to granting consent to such Assignment, the County may impose, by ordinance, such additional terms and conditions upon the proposed Transferee as the Board deems to be in the public interest. Nothing contained herein shall be construed to grant Franchisee the right to complete an Assignment except in the manner aforesaid. This section applies to any Assignment, whether by operation of law, by voluntary act of Franchisee, or otherwise.

E. Notwithstanding the foregoing, shareholders, partners, and/or any other person or entity owning an interest in Franchisee may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, Assignment, divestment, or other change, including a merger, is effected in such a way as to give majority control of Franchisee to any person or persons, corporation, partnership, or legal entity other than the person or entity with the controlling interest in Franchisee on the effective date of Franchise or the effective

date of the last approved Assignment, consent thereof shall be required as otherwise provided in this section.

F. Except for any Assignments made pursuant to Section 5.E., upon notice by Franchisee of any proposed Assignment, the proposed Transferee shall submit an Assignment application to the County, which shall contain at a minimum:

1. Identification of the proposed Transferee, which indicates the corporate or business entity organization, including the submission of copies of the corporate or business formation papers (e.g., articles of incorporation and by-laws, limited partnership agreements, operating agreements), and the names and addresses of any parent or subsidiary of the proposed Transferee(s), or any other business entity owning or controlling the proposed Transferee in part or in whole.

2. A current financial statement, which has been audited by a certified public accountant, demonstrating conclusively to the satisfaction of the County that the proposed Transferee has all the financial resources necessary to carry out all of the terms and conditions of Franchise. The financial statement shall include a balance sheet, profit and loss statement for at least the three (3) most recent years, and a statement of changes in financial position; however, if the proposed Transferee has been in existence for less than three (3) years, then for such period of existence.

3. A copy of the proposed agreement of sale, letter of understanding, or other documentation that details the proposed Assignment.

4. Other information that may be required by the County to assess the capability of the proposed Transferee to operate and maintain Franchise.

G. The transfer fee shall be submitted with Franchisee's request for the County's consent to any Assignment described in Subsection 5.A. and shall be determined as follows:

1. Consent to Assignment or any other action, in which the County does not elect to modify Franchise by adoption of an amending ordinance: five thousand dollars (\$5,000).

2. Consent to Assignment or any other action, in which the County elects to modify Franchise by adoption of an amending ordinance: seven thousand five hundred dollars (\$7,500).

SECTION 6. Relocation of Facilities.

A. If any of the facilities constructed, installed, or maintained by Franchisee pursuant to this Franchise on, along, upon, in, under, or across the County Highway are located in a manner that prevents or interferes with the change of grade, traffic needs, operation, maintenance, improvement, repair, construction, reconstruction, widening, alteration, or relocation of the County Highway, Franchisee shall remove and relocate any such facility at no expense to the County, or any applicable cities or other public entities, within the time required by the County, upon receipt of a written request from the County to do so.

B. If Franchisee neglects or fails to remove and relocate its facilities, within the time required by the County after receipt of any such notice, Franchisee shall be solely responsible for, and shall reimburse the County, city, and other applicable public entities, any and all additional costs or expenses incurred by the County, city, and other

applicable public entities, due to, or resulting from, such delay and/or failure to remove and relocate Franchisee's facilities. Failure to remove such facilities within the time required by the County may constitute a breach of this Franchise in the sole discretion of the County.

C. The County reserves the right for itself, and for all cities and public entities that are now or may later be established, to lay, construct, repair, alter, relocate and maintain subsurface or other facilities or improvements of any type or description within the highways over which Franchise is granted, subject to the relocation provisions of Section 6.A., above. Failure of Franchisee to relocate its facilities as required by the County may constitute a breach of this Franchise, at the sole discretion of the County.

SECTION 7. Removing or Abandoning Facilities.

A. Removal. Franchisee must remove all of Franchisee's facilities located within Franchise Area within one hundred eighty (180) days of the expiration or termination of Franchise, and shall restore Franchise Area to its former state at the time such facilities are removed, as near as may be, so as not to impair its usefulness, unless the County agrees that the facilities can be abandoned in place as set forth in Section 7.B., below.

B. Abandonment. Upon application from Franchisee given at any time during the term of Franchise, the County may, in its sole discretion, give Franchisee permission to abandon, without removing, any facility laid, constructed, operated, or maintained, under this Franchise. The Director shall determine whether abandonment may be effected without detriment to the public interest and under what conditions such

proposed abandonment may be effected. Within thirty (30) days of the Director's determination granting the request to abandon its facilities, Franchisee shall apply for a permit in compliance with the requirements of the applicable provisions of the County Highway Ordinance in Division 1 of Title 16 of the Los Angeles County Code, or any successor or amended provisions ("County Highway Ordinance"), and commence work authorized by the permit within sixty (60) days of permit issuance.

SECTION 8. Conditions of Franchise Grant; Suspension, Forfeiture, Termination; Grounds and Procedure.

A. This Franchise is granted upon each and every condition contained in this ordinance, including conditions as are incorporated herein by reference.

B. Any neglect, failure, or refusal to comply with any of the conditions of this Franchise shall constitute grounds for suspension, forfeiture, termination, or any combination thereof. The County, prior to any suspension or termination of Franchise, shall give to Franchisee not less than thirty (30) days' written notice of any default. If Franchisee does not within the noticed period commence to cure the default, or after such commencement fails to diligently prosecute said cure, the County may hold a hearing at which Franchisee shall have the right to appear and be heard and, thereupon, the County may determine whether such conditions are material and essential to Franchise and whether Franchisee is in default with respect thereto and may declare Franchise suspended or terminated. Notice of the hearing shall be given to Franchisee by certified mail not less than thirty (30) days before said hearing. Franchise may only be suspended or terminated by the County after a hearing.

SECTION 9. Construction, Operation, and Maintenance.

A. All facilities, constructed, laid, operated, or maintained under the provisions of this Franchise shall be constructed, laid, operated, or maintained in accordance with, and conforming to, all the ordinances, codes, rules, and regulations now or hereafter adopted or prescribed by the County and all applicable local, State, and federal laws and regulations.

B. Franchisee shall not commence any construction, excavation or encroachment work under Franchise until it has obtained any permit or authorization required by the Los Angeles County Code, including, but not limited to, the County Highway Ordinance, except in cases of emergency affecting public health, safety or welfare, or the preservation of life or property, in which case Franchisee shall apply for such permit not later than the next business day.

C. The work of constructing, laying, replacing, repairing, or removing facilities authorized under the provisions of this Franchise on, along, upon, in, under, or across the County Highways, in Franchise Area, shall be conducted with as little hindrance as practicable to the use of the County Highway, for purpose of travel; and as soon as the constructing, laying, replacing, repairing, or removing of any of said facilities is completed, all portions of the County Highway that have been excavated or otherwise injured thereby shall be placed in as good condition as the same was before constructing, laying, replacing, repairing or, removing of the facilities, to the satisfaction of the County.

D. The County reserves the right for itself, and for all cities and public entities that are now or may be later established, to improve the surface of any highway over which Franchise is granted.

E. If the County constructs or maintains any storm drain, sewer structure, or other facility or improvement, under or across any facility of Franchisee maintained pursuant to this Franchise, Franchisee shall provide, at no expense to the County, such support as shall be reasonably required to support, maintain, and protect Franchisee's facility.

F. Within twenty-one (21) days of a request by the County, Franchisee shall provide information, at no cost to the County, cities or other applicable public entities, identifying the location of the facilities laid or constructed under this Franchise by potholing or other method approved by the County. Franchisee shall maintain a membership and participate in Underground Service Alert – Southern California in compliance with Government Code section 4216 et seq.

G. If any portion of any highway is damaged by reason of defective facilities laid or constructed by Franchisee under this Franchise, Franchisee shall, at its own expense, repair any such defect and put such highway in as good condition as it was before such damage was incurred, to the satisfaction of the County. If Franchisee neglects or fails to repair such damage after receipt of any such notice, or if such damage constitutes an immediate danger to public health and safety requiring the immediate repair thereof, Franchisee shall be solely responsible for, and shall reimburse the County, city, and other applicable public entities, any and all additional

costs or expenses incurred by the County, city, and other applicable public entities, due to, or resulting from, such damage.

SECTION 10. Notices.

Unless stated otherwise herein, any notices to be given or other documents to be delivered by either party may be delivered in person, by private courier, or deposited in the United States registered or certified mail to the party for whom it was intended as follows:

To County: Attention: Survey/Mapping & Property Management Division
County of Los Angeles Department of Public Works
P.O. Box 1460
900 South Fremont Avenue
Alhambra, California 91802-1460

AND

Executive Office of the Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

To Franchisee: Attention: Operations
Estrella Solar, LLC
c/o AES
2180 S 1300 E #600
Salt Lake City, Utah 84106

Notices given by mail in accordance with this provision shall be deemed to have been given at the time and date actually received, or if delivery is refused, on the date of such refusal. Any party may change its address for purposes of the receipt of notices and demands by giving notice of such change in the manner provided in this provision.

SECTION 11. County Franchises.

In addition to the terms and conditions stated herein, this Franchise is granted pursuant to the terms and conditions contained in Division 3, Franchises, of Title 16, Highways, of the Los Angeles County Code, which are incorporated herein by reference, and as Division 3 of Title 16 may be amended hereafter and/or in any successor provisions. In the event the terms and conditions of this Franchise conflict with the terms and conditions of Division 3 of Title 16, the terms and conditions herein shall control. Without limiting the generality of the foregoing, Section 16.44.050 of the Los Angeles County Code is superseded by this ordinance.

SECTION 12. Franchise Operative Date.

The operative date of this Franchise shall be August 30, 2022.

SECTION 13. Termination.

If Franchisee fails to comply with any of the requirements of the Franchise, the County may, in its sole discretion, terminate the Franchise and/or seek any and all available remedies at law or in equity.

BOARD LETTER/MEMO CLUSTER FACT SHEET

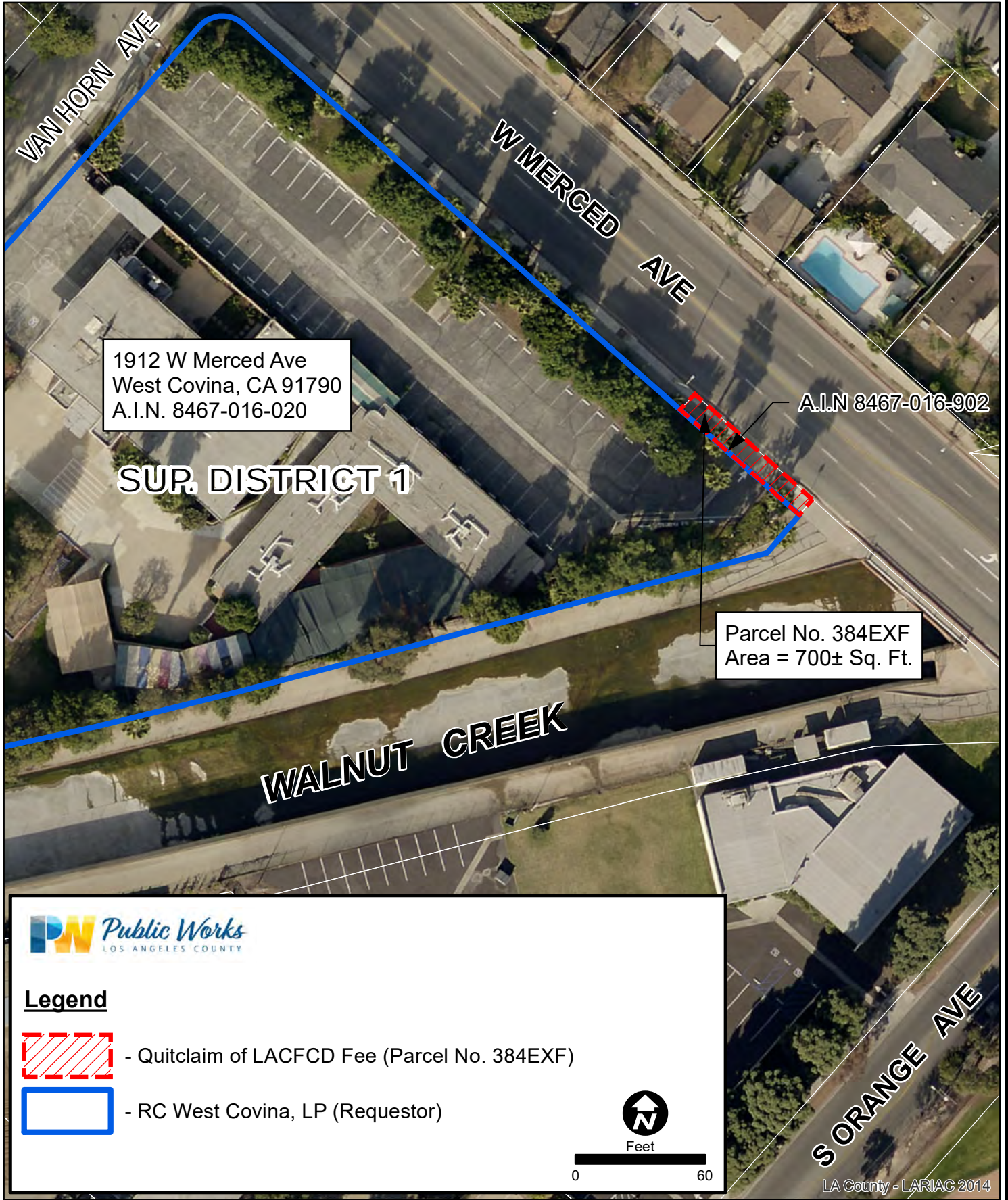
☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	6/15/2022		
BOARD MEETING DATE	7/12/2022		
SUPERVISORIAL DISTRICT AFFECTED	<input type="checkbox"/> All <input checked="" 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)	Public Works		
SUBJECT	WATER RESOURCES CORE SERVICE AREA SALE OF SURPLUS REAL PROPERTY FROM THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT TO RC WEST COVINA, LP, WALNUT CREEK, PARCEL 384EXF, IN THE CITY OF WEST COVINA (SUPERVISORIAL DISTRICT 1) (3 VOTES)		
PROGRAM	N/A		
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:		
DEADLINES/ TIME CONSTRAINTS	N/A		
COST & FUNDING	Total cost:	\$24,605	Funding source:
	TERMS (if applicable):		
	Explanation: RC West Covina, LP, deposited \$24,605 to purchase the property.		
PURPOSE OF REQUEST	RC West Covina, LP, requested to purchase Parcel 384EXF related to Walnut Creek for an alternate access to their adjacent property.		
BACKGROUND (include internal/external issues that may exist including any related motions)	In 1962 the Los Angeles County Flood Control District acquired Parcel 384 as part of the land needed for Walnut Creek. Construction of the facility has been completed and the subject parcel lies outside the required right of way.		
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: Sustainability-This project will generate funds that will be deposited into the Flood Control District Fund, thereby making the County of Los Angeles economically stronger.		
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Shari Afshari, Deputy Director, (626) 458-4008, safshari@pw.lacounty.gov		

WALNUT CREEK
CITY OF WEST COVINA





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: **SMP-6**

July 12, 2022

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

Dear Supervisors:

**WATER RESOURCES CORE SERVICE AREA
SALE OF SURPLUS REAL PROPERTY
FROM THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT
TO RC WEST COVINA, LP,
WALNUT CREEK, PARCEL 384EXF,
IN THE CITY OF WEST COVINA
(SUPERVISORIAL DISTRICT 1)
(3 VOTES)**

SUBJECT

Public Works is seeking Board approval to sell Parcel 384EXF related to Walnut Creek, in the City of West Covina, from the Los Angeles County Flood Control District to the adjacent property owner, RC West Covina, LP.

**IT IS RECOMMENDED THAT THE BOARD ACTING AS THE GOVERNING BODY OF
THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT:**

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. Find that the fee interest in Parcel 384EXF related to Walnut Creek, in the City of West Covina, is surplus and no longer required for the purposes of the Los Angeles County Flood Control District.

3. Find that Parcel 384EXF related to Walnut Creek, in the City of West Covina, is exempt surplus land under the provisions of the Surplus Land Act.
4. Approve the project, which is the sale of Parcel 384EXF related to Walnut Creek, from the Los Angeles County Flood Control District to the adjacent property owner, RC West Covina, LP.
5. Instruct the Chair of the Board of Supervisors to execute the Quitclaim Deed document and authorize delivery to RC West Covina, LP.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommended actions will find that the project is exempt from the California Environmental Quality Act (CEQA), the parcel is exempt surplus land under the provisions of the Surplus Land Act, and allow the Los Angeles County Flood Control District to sell its surplus real property, Parcel 384EXF related to Walnut Creek, in the City of West Covina, as shown on the map attached to the enclosed Quitclaim Deed document, to the adjacent property owner, RC West Covina, LP, for \$24,605.

In 1962 the District acquired Parcel 384 as part of the land needed for Walnut Creek. Construction of the facility has been completed and the subject parcel lies outside the required right of way.

RC requested to purchase Parcel 384EXF, measuring approximately 700± square feet, related to Walnut Creek, for an alternate access to their adjacent property.

Implementation of Strategic Plan Goals

These recommendations support the County Strategic Plan: Strategy III.3, Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability, because revenues received from this transaction will help promote fiscal responsibility for the operation and maintenance of flood control facilities and eliminate liabilities.

FISCAL IMPACT/FINANCING

There will be no impact to the County General Fund.

RC deposited \$24,605 for the sale, which represents the fair market value. This amount was deposited into the Flood Control District Fund (B07, Revenue Source Code 9908-Sale of Capital Assets-Land).

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Pursuant to California Government Code, Section 65402, notification of the proposed sale was submitted to the City of West Covina, Planning Division, for its report as to conformance with the City's adopted General Plan. Since no comments were received within the 40-day period as stipulated in this section, it is conclusively deemed the proposed sale is in conformance with the City's adopted General Plan.

Parcel 384EXF related to Walnut Creek is exempt surplus land as defined in the California Government Code, Section 54221. The parcel is exempt surplus land under the provisions of the Surplus Land Act because (1) it is being sold to the owners of contiguous land; (2) the parcel size is less than 5,000 square feet in area; and (3) is less than the minimum legal residential building lot size for the jurisdiction in which the parcel is located.

The proposed sale is authorized by Section 2, Subsection 13, of the Los Angeles County Flood Control Act. This section provides as follows: "The Los Angeles County Flood Control District is hereby declared to be a body corporate and politic and has all the following powers...13. To lease, sell or dispose of any property (or any interest therein) whenever in the judgment of the board of supervisors of the property, or any interest therein or part thereof, is no longer required for the purposes of the district..."

The proposed sale is not considered adverse to the District and will not hinder the use of Walnut Creek or potential transportation, utility, or recreational corridors. The enclosed Quitclaim Deed document does not transfer rights to any oil, gas, petroleum, or other hydrocarbon and minerals.

The enclosed Quitclaim Deed document has been approved by County Counsel as to form and it will be recorded.

ENVIRONMENTAL DOCUMENTATION

This proposed project, which is the sale of the District's surplus real property, is exempt from CEQA. The sale of the subject property 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 15312 of the CEQA Guidelines and Class 12 of the County's Environmental Document Reporting Procedures and Guidelines, Appendix G. The subject property does not have significant values for wildlife habitat or other environmental purposes and is incapable of independent development. In addition, based on the proposed project records, it will comply with all applicable regulations; it is not in a sensitive environment; there are no cumulative impacts, unusual circumstances, damage to scenic highways,

or 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)

This transaction will eliminate the need to maintain the property and reduce the cost of the District's expenses and potential liabilities.

CONCLUSION

Please return one adopted copy of this letter and one executed original Quitclaim Deed document to Public Works, Survey/Mapping & Property Management Division.

Respectfully submitted,

MARK PESTRELLA, PE
Director of Public Works

MP:GE:jh

Enclosure

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

ORIGINAL

RECORDING REQUESTED BY
AND MAIL TO:

RC WEST COVINA, LP
c/o Ridge Crest Real Estate, LLC
RC Homes, Inc.
550 N. Larchmont Blvd., Suite 201
Los Angeles, CA 90004

Space Above This Line Reserved for Recorder's Use

Documentary Transfer Tax is \$
() computed on full value of property conveyed, or
() computed on full value less value of liens and
encumbrances remaining at time of sale

Assessor's Identification Number:
8467-016-902

LOS ANGELES COUNTY FLOOD CONTROL DISTRICT

By _____

QUITCLAIM DEED

For a valuable consideration, receipt of which is hereby acknowledged, the LOS ANGELES COUNTY FLOOD CONTROL DISTRICT, a body corporate and politic, does hereby remise, release and forever quitclaim to RC WEST COVINA, LP, a California limited partnership, all its right, title, and interest in and to the real property in the City of West Covina, County of Los Angeles, State of California, described in Exhibit A attached hereto and by this reference made a part hereof.

EXCEPTING AND RESERVING all oil, gas, petroleum, and other hydrocarbons and minerals, but without right of entry to the surface of said land.

Dated _____

LOS ANGELES COUNTY FLOOD CONTROL DISTRICT,
a body corporate and politic

By _____
Chair, Board of Supervisors of the
Los Angeles County Flood Control District

(LACFCD-SEAL)

ATTEST:

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

By _____
Deputy

WALNUT CREEK 384EXF
(Files: WALNUT CREEK 384 & 384EXF)
Parcel No. 384EXF
I.M. 129-297
S.D. 1 M1921010
Project ID No. MPR0000947

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

On January 6, 1987, the Board of Supervisors for 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 adopted a resolution pursuant to Section 25103 of the Government Code that authorized the use of facsimile signatures of the Chair of the Board on all papers, documents, or instruments requiring the Chair's signature.

The undersigned hereby certifies that on this ____ day of _____, 20____, the facsimile signature of _____, Chair of the Board of Supervisors of the LOS ANGELES COUNTY FLOOD CONTROL DISTRICT, was affixed hereto as the official execution of this document. The undersigned further certifies that on this date a copy of the document was delivered to the Chair of the Board of Supervisors of the LOS ANGELES COUNTY FLOOD CONTROL DISTRICT.

In witness whereof, I have also hereunto set my hand and affixed my official seal the day and year above written.

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

By _____
Deputy

(LACFCD-SEAL)

APPROVED AS TO FORM:

DAWYN R. HARRISON
Acting County Counsel

By *Groble Suzuki*
Deputy

APPROVED as to title and execution,

_____, 20____.

LOS ANGELES COUNTY PUBLIC WORKS
Survey/Mapping & Property Management Division

Supervising Title Examiner

By _____

EXHIBIT A

WALNUT CREEK 384EXF

20-RW9.2

A.I.N. 8467-016-902

I.M. 129-297

S.D. 1

M1921010

LEGAL DESCRIPTION

PARCEL NO. 384EXF (Quitclaim of fee):

That certain parcel of land in Lot 109, E.J. Baldwin's 4th Subdivision, as shown on map recorded in Book 8, page 186, of Maps, in the office of the Registrar-Recorder/County Clerk of the County of Los Angeles, described as Parcel No. 384 in a Final Order of Condemnation, had in Superior Court Case No. 761779, a certified copy of which was recorded on September 19, 1962, as Document No. 4138, in Book D1761, page 712, of Official Records, in the office of said Registrar-Recorder/County Clerk.

Containing: 700± square feet.



APPROVED AS TO DESCRIPTION

By



LICENSED LAND SURVEYOR
Los Angeles County Public Works

Dated NOVEMBER 17, 2021

BOARD LETTER/MEMO CLUSTER FACT SHEET

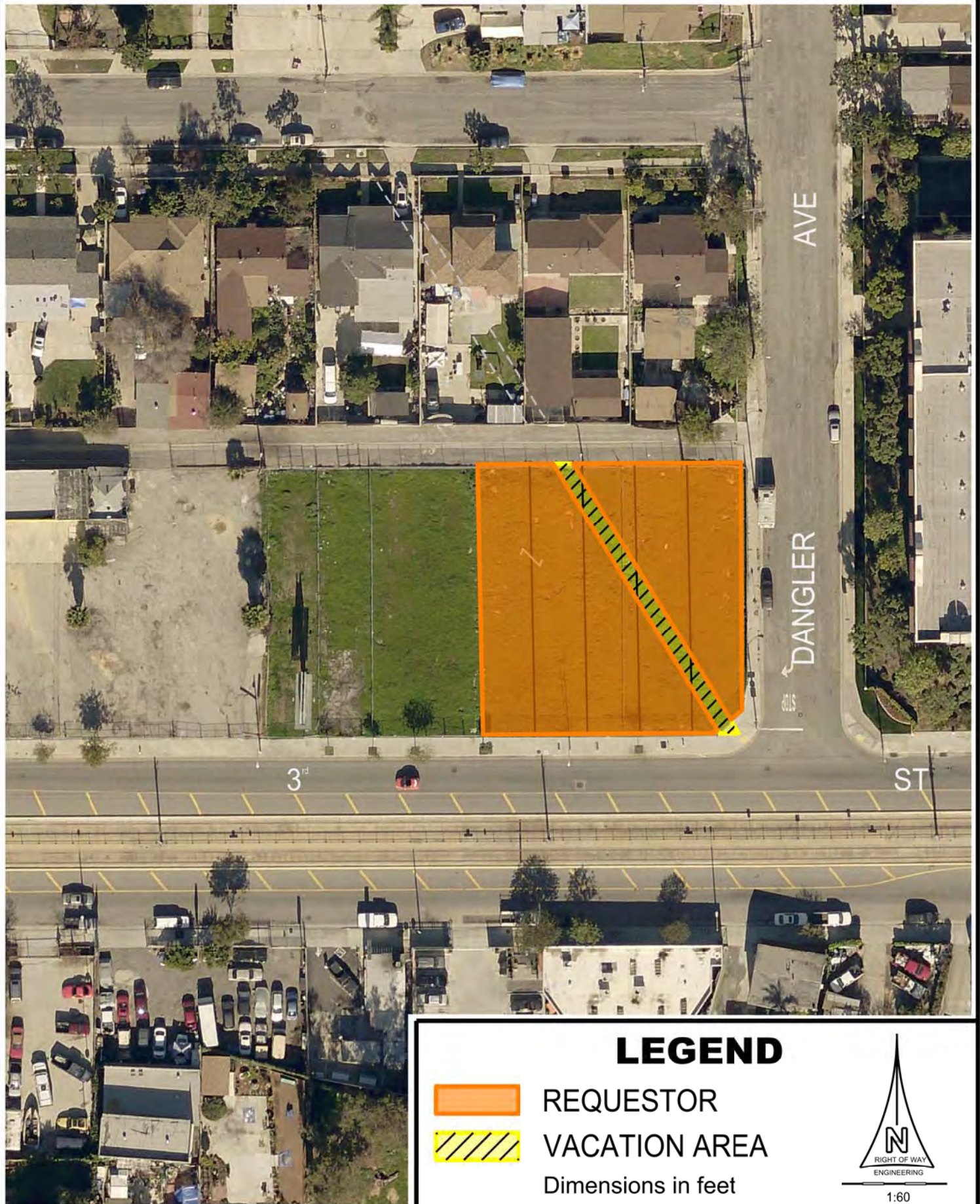
☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	6/15/2022		
BOARD MEETING DATE	7/12/2022		
SUPERVISORIAL DISTRICT AFFECTED	<input type="checkbox"/> All <input checked="" 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)	PUBLIC WORKS		
SUBJECT	WATER RESOURCES CORE SERVICE AREA RESOLUTION OF SUMMARY VACATION A PORTION OF DRAINAGE EASEMENT DDI 22 AND A PORTION OF THE SANITARY SEWER EASEMENT AT 3RD STREET AND DANGLER AVENUE IN THE UNINCORPORATED COMMUNITY OF EAST LOS ANGELES (SUPERVISORIAL DISTRICT 1) (3 VOTES)		
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:		
DEADLINES/ TIME CONSTRAINTS			
COST & FUNDING	Total cost: \$20,000	Funding source: Land Development Division/B07	
	TERMS (if applicable):		
	Explanation: DK Engineering Corporation paid \$20,000, which is the cost of processing the request.		
PURPOSE OF REQUEST	Public Works is seeking Board approval to vacate a portion of Drainage Easement DDI 22 and a portion of the sanitary sewer easement at 3rd Street and Dangler Avenue in the unincorporated community of East Los Angeles.		
BACKGROUND (include internal/external issues that may exist including any related motions)	Ms. Zoe Kranemann of National Community Renaissance of California requested the vacation to satisfy the conditions of the site plan for the construction of an affordable housing project.		
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: Sustainability–To provide transportation infrastructure improvements.		
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Shari Afshari, Deputy Director, (626) 458-4008, safshari@pw.lacounty.gov		

VACATION OF PORTION OF DRAINAGE EASEMENT (DDI 22) AND PORTION OF SANITARY SEWER EASEMENT





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: **SMP-5**

July 12, 2022

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

Dear Supervisors:

**WATER RESOURCES CORE SERVICE AREA
RESOLUTION OF SUMMARY VACATION
A PORTION OF DRAINAGE EASEMENT DDI 22 AND
A PORTION OF THE SANITARY SEWER EASEMENT
AT 3RD STREET AND DANGLER AVENUE
IN THE UNINCORPORATED COMMUNITY OF EAST LOS ANGELES
(SUPERVISORIAL DISTRICT 1)
(3 VOTES)**

SUBJECT

Public Works is seeking Board approval to vacate a portion of Drainage Easement DDI 22 and a portion of the sanitary sewer easement at 3rd Street and Dangler Avenue in the unincorporated community of East Los Angeles, which are no longer needed for public use.

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. Find that the portion of Drainage Easement DDI 22 and the portion of the sanitary sewer easement at 3rd Street and Dangler Avenue, in the unincorporated community of East Los Angeles, have been determined to be excess, they are no longer required for public use, and can be vacated pursuant to Section 5400 of the California Health and Safety Code.

3. Find that the portion of Drainage Easement DDI 22 and the portion of the sanitary sewer easement at 3rd Street and Dangler Avenue, in the unincorporated community of East Los Angeles, have been determined to be excess by the easements holder, there are no other public facilities located within the easements, and can be vacated pursuant to Section 8333(c) of the California Streets and Highways Code.
4. Adopt the Resolution of Summary Vacation of a Portion of Drainage Easement DDI 22 and a Portion of the Sanitary Sewer Easement at 3rd Street and Dangler Avenue pursuant to Section 8335 of the California Streets and Highways Code.
5. Upon approval, authorize the Director of Public Works or his designee to record the certified original resolution with the office of the Registrar-Recorder/County Clerk of the County of Los Angeles.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommended action will find that the project is exempt from the California Environmental Quality Act (CEQA) and allow the County to vacate a portion of Drainage Easement DDI 22 and a portion of the sanitary sewer easement at 3rd Street and Dangler Avenue, in the unincorporated community of East Los Angeles, since they were determined to be excess and no longer needed for public use.

The proposed vacation of the drainage and sanitary sewer easements was requested by Ms. Zoe Kranemann of National Community Renaissance of California to satisfy the conditions of the site plan for the construction of an affordable housing project.

Implementation of Strategic Plan Goals

These recommendations support the County Strategic Plan: Strategy III.3, Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability, by allowing the County to vacate the drainage and sanitary sewer easements, which will reduce the County's exposure to potential liability.

FISCAL IMPACT/FINANCING

There will be no significant impact to the County General Fund.

DK Engineering Corporation paid \$20,000, which is the cost of processing the request.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The total area of the drainage and sanitary sewer easements to be vacated contains approximately 2,410± square feet as shown on the enclosed map (Enclosure A).

The County's interest in the drainage easement was acquired on July 6, 1928, recorded in Book 7109, page 297 of Official Records, filed in the office of the Registrar-Recorder/County Clerk as an easement for storm drain purposes.

The County's interest in the sanitary sewer easement was acquired on July 2, 1929, recorded in Book 9268, page 274 of Official Records, filed in the office of the Registrar-Recorder/County Clerk as an easement for sanitary sewer easement purposes.

The California Health and Safety Code, Section 5400, provides that a County Board of Supervisors may vacate easements for sewage or drainage purposes whenever it determines the easements are no longer needed for public use.

The California Streets and Highways Code, Sections 8333(c), provides that the legislative body of a local agency may summarily vacate a public service easement if the easement has no other public facilities located within the easement.

The California Streets and Highways Code, Section 8335, provides that upon making the required finding, the legislative body of a local agency may effectuate the summary vacation of a street, highway, or public service easement by adopting a resolution of summary vacation.

The enclosed "Resolution of Summary Vacation of a Portion of Drainage Easement DDI 22 and a Portion of the Sanitary Sewer Easement at 3rd Street and Dangler Avenue" (Enclosure B) has been approved by County Counsel as to form and it will be recorded. Adoption and subsequent recordation of the Resolution will terminate the County's rights and interest in the drainage and sanitary sewer easements and will result in the property being unencumbered by the drainage and sanitary sewer easements.

ENVIRONMENTAL DOCUMENTATION

The proposed project is exempt from CEQA. The project, which is the vacation of the drainage and sanitary sewer easements, are within certain classes of projects that have been determined not to have a significant effect on the environment in that it meets the criteria set forth in Sections 15305 and 15321 of the CEQA Guidelines and Classes 5 and 21 of the County's Environmental Document Reporting Procedures and Guidelines, Appendix G, relating to minor alterations in land use and regulatory actions

to enforce use entitlement. The project will not involve the removal of healthy, mature, or scenic trees. In addition, based on the proposed project records, it will comply with all applicable regulations; it is not in a sensitive environment; there are no cumulative impacts, unusual circumstances, damage to scenic highways, or 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 recommended actions will have no significant impact on current County services or projects.

CONCLUSION

Please return one adopted copy of this letter and one signed original resolution to Public Works, Survey/Mapping & Property Management Division, together with a copy of the Board's minute order.

Respectfully submitted,

MARK PESTRELLA, PE
Director of Public Works

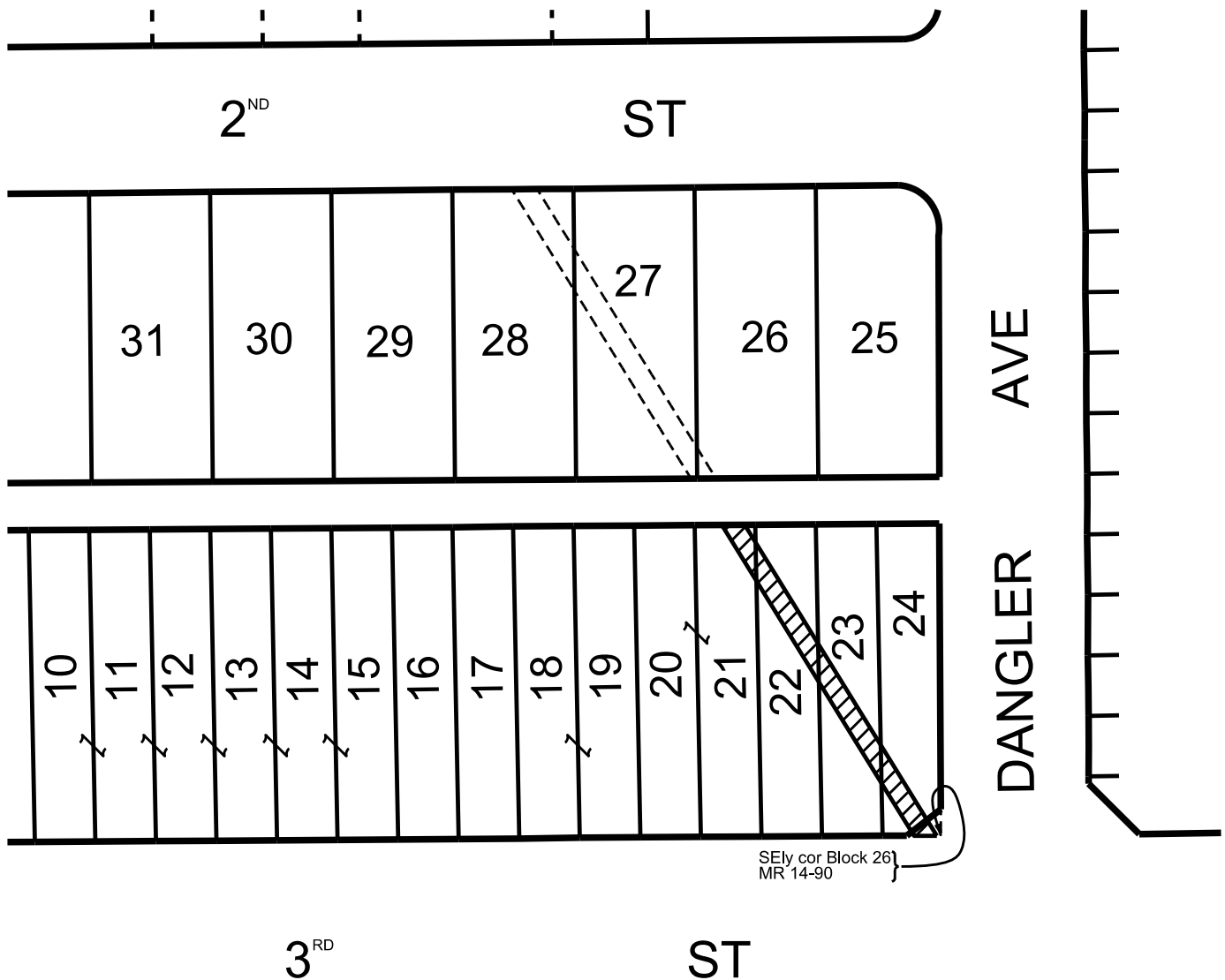
MP:GE:ec

Enclosures

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

Enclosure A

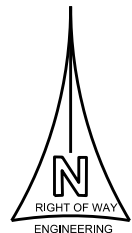
VACATION OF PORTION OF DRAINAGE EASEMENT (DDI 22) AND PORTION OF SANITARY SEWER EASEMENT



LEGEND



PORTION OF DRAINAGE EASEMENT (DDI 22) AND
PORTION OF SANITARY SEWER TO BE VACATED
TOTAL AREA = 2,410± SQ. FT.



1:70
DIMENSIONS ARE IN FEET

Enclosure B

**RESOLUTION OF SUMMARY VACATION
A PORTION OF DRAINAGE EASEMENT DDI 22 AND
A PORTION OF THE SANITARY SEWER EASEMENT
AT 3RD STREET AND DANGLER AVENUE**

BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA:

1. The County of Los Angeles is the recipient of Drainage Easement DDI 22 and the sanitary sewer easement at 3rd Street and Dangler Avenue (herein after referred to as drainage and sanitary sewer easements) in, over, and across the real property as legally described in Exhibit A and depicted on Exhibit B, both attached hereto. The drainage and sanitary sewer easements are located in the unincorporated community of East Los Angeles, in the County of Los Angeles, State of California.
2. That the drainage and sanitary sewer easements are no longer needed for public use.
3. That the drainage and sanitary sewer easements have been determined to be excess and there are no other public facilities located within the drainage and sanitary sewer easements.
4. That the drainage and sanitary sewer easements are hereby vacated pursuant to Section 5400 of the California Health and Safety Code and Chapter 4, Part 3, Division 9, of the California Streets and Highways Code of the State of California, commencing with Section 8300.
5. That the Director of Public Works or his designee is authorized to record the certified original resolution with the office of the Registrar-Recorder/ County Clerk of the County of Los Angeles, at which time the drainage and sanitary sewer easements will be terminated.
6. From and after the date this resolution is recorded, the drainage and sanitary sewer easements will no longer constitute public service easements.

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The foregoing resolution was adopted on the ____ day of _____, 2022, by the Board of Supervisors of the County of Los Angeles and ex officio of the governing body of all other special assessment and taxing districts for which said Board so acts.

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

By _____
Deputy

APPROVED AS TO FORM:

DAWYN R. HARRISON
Acting County Counsel

By _____
Deputy

EXHIBIT A



Bruce A. Tait 3/30/22

Project Name: **PORTION DDI 022 AND PORTION OF
SANITARY SEWER AT 3RD STREET AND
DANGLER AVENUE**

File with: **DDI 22-6-5 and
C. I. 757-5**

A.I.N. 5250-017-055, 056, 057 & portion 058
I.M. 114-237
R.D. 142
S.D. 1
L20000584M

PARCEL NO. 5-1VAC (Vacation of Storm Drain Easement):

That portion of that certain 8-foot-wide strip of land, designated as "8' easement to L.A. County for Storm Drain purposes, OR 7109-297", as shown on map of Tract No. 7635, recorded in Book 170, page 50, of Maps, in the office of the Registrar-Recorder/County Clerk of the County of Los Angeles, described as being a portion of Block 26 of Humphreys First Addition to Boyle Heights, as shown on Map recorded in Book 14, page 90, of Miscellaneous Records, of said office, lying southerly of the northerly lines of Lots 21 through 24, of said Tract No. 7635.

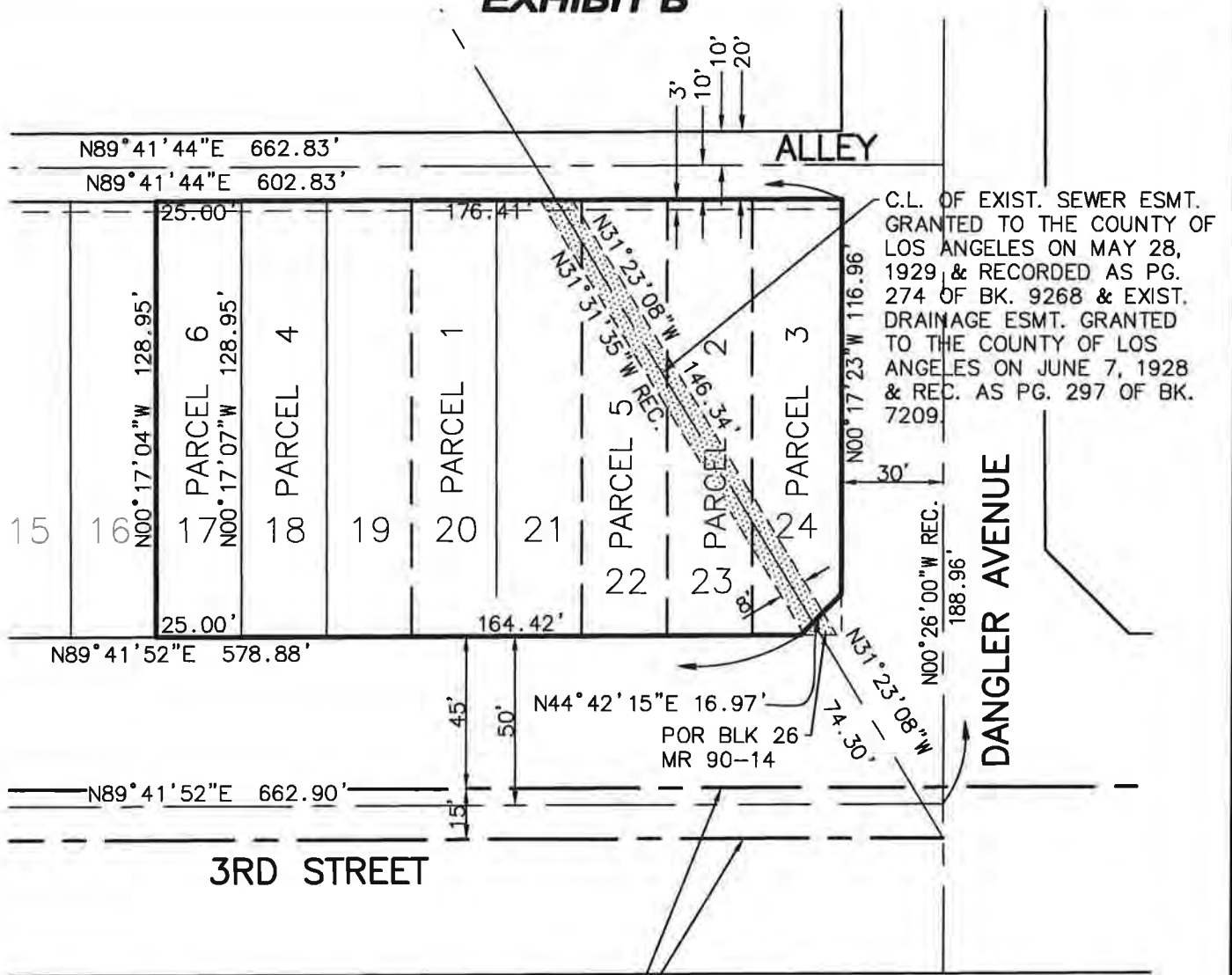
Containing: 1,205±square feet

PARCEL NO. 5-2VAC (Vacation of Sanitary Sewer Easement):

That portion of that certain 8-foot-wide strip of land, designated as "8' easement to L.A. County for Sanitary Sewer purposes, OR 9268-274", as shown on above-mentioned map of Tract No. 7635, described as being a portion of Block 26 of above-mentioned Humphreys First Addition to Boyle Heights, lying southerly of the northerly lines of Lots 21 through 24, of said Tract No. 7635.

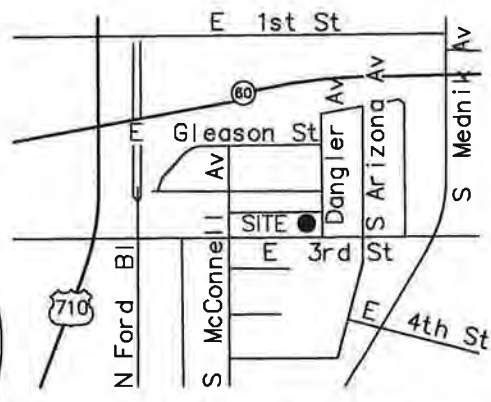
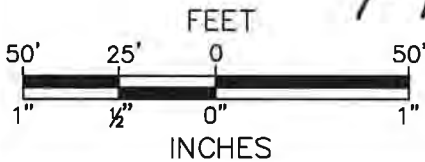
Total area of PARCEL NO. 5-1VAC and PARCEL NO. 5-2VAC, containing: 2,410±
square feet

EXHIBIT B



C.L. & SOUTHERLY R.O.W. OF THIRD STREET PER TRACT NO. 7635, BLOCK 6 OF HUMPREY'S FIRST ADDITION TO BOYLE HEIGHTS PER MAP RECORDED OM BPPL 14 AT PAGE 90 OF MISC. RECORDS OF LOS ANGELES COUNTY.

Beautil
3/30/22



VICINITY MAP

N.T.S.

PLANS PREPARED BY:



HUNSAKER & ASSOCIATES
LOS ANGELES, INC.

PLANNING • ENGINEERING • SURVEYING
26074 Avenue Hall, Ste 23 • Valencia, CA 91355
PH: (661) 294-2211 • FX: (661) 294-9890

LEGEND:

Parcel 5-1VAC (Storm Drain Easement to be vacated)
Containing 1205± Square Feet
Parcel 5-2VAC (Sanitary Sewer Easement to be vacated)
Total area of PARCEL NO.5-1VAC and PARCEL NO. 5-2VAC,
containing: 2,410± Square Feet.

DATE 01/28/2022

SCALE AS NOTED

PROJECT NO. 0266-002-002

SHEET 1

OF 1 SHEETS

BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	6/15/2022	
BOARD MEETING DATE	7/12/2022	
SUPERVISORIAL DISTRICT AFFECTED	<input type="checkbox"/> All <input type="checkbox"/> 1 st <input checked="" type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input type="checkbox"/> 4 th <input type="checkbox"/> 5 th	
DEPARTMENT(S)	Public Works	
SUBJECT	92nd Street Linear Park Project	
PROGRAM	Parks and Recreation Capital Programs	
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:	
DEADLINES/ TIME CONSTRAINTS	It is requested that the agenda of July 12, 2022, be met in order to meet the State Proposition 68 grant deadline of December 31, 2023.	
COST & FUNDING	Total cost: \$7,848,471	Funding source: State of California Department of Parks and Recreation's Proposition 68 Statewide Park Program.
	TERMS (if applicable): N/A	
	Explanation:	
PURPOSE OF REQUEST	Approve the 92nd Street Linear Park Project and authorize Public Works to procure and execute a construction contract for the project located in the unincorporated Los Angeles County.	
BACKGROUND (include internal/external issues that may exist including any related motions)	The project is located at 9014 Graham Avenue at the Los Angeles Department of Water and Power and Metropolitan Water District utility corridors between East 92nd Street and East 88th Street and runs four city blocks from Graham Avenue to Elm Street in the unincorporated County community of Florence-Firestone. The project includes construction of a new 4.3-acre linear park with jogging/walking paths, basketball courts, a multipurpose field, playground areas, gardens, an outdoor stage, and additional park amenities.	
EQUITY INDEX OR LENS WAS UTILIZED	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please explain how: This project will provide a new community park in an underserved community that was deemed an area of very high park need according to the Los Angeles Countywide Comprehensive Parks and Recreation Needs Assessment Report dated May 2016.	
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: Board Priority No. 5: Environmental Health Oversight and Monitoring. The project complies with this priority by improving the physical environment and converting underutilized land into a community park. Board Priority No. 7: Sustainability. The project incorporates low impact development features like infiltration and biofiltration basins that are planned to manage the onsite stormwater throughout the park.	
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Vincent Yu, Assistant Deputy Director, (626) 458-4010, cell (626) 614-7217, vyu@pw.lacounty.gov	

92ND STREET LINEAR PARK PROJECT SITE



9014 GRAHAM AVENUE, LOS ANGELES, CA 90002

July 12, 2022

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

Dear Supervisors:

**CONSTRUCTION-RELATED CONTRACT
CONSTRUCTION MANAGEMENT CORE SERVICE AREA
92ND STREET LINEAR PARK PROJECT
APPROVE CAPITAL PROJECT AND BUDGET
ADOPT, ADVERTISE, AND AWARD
SPECS. 7742; CAPITAL PROJECT NO. 69948
(FISCAL YEAR 2022-23)
(SUPERVISORIAL DISTRICT 2)
(3 VOTES)**

SUBJECT

Public Works is seeking Board approval of the 92nd Street Linear Park Project and to authorize Public Works to procure and execute a construction contract for the project located in unincorporated Los Angeles County.

IT IS RECOMMENDED THAT THE BOARD:

1. Find the 92nd Street Linear Park Project exempt from the California Environmental Quality Act for the reasons stated in this Board letter and in the record of the project.
2. Approve the 92nd Street Linear Park Project, Capital Project No. 69948, with a total proposed project budget of \$7,848,471.
3. Adopt the plans and specifications that are on file with Public Works for construction of the 92nd Street Linear Park Project, Capital Project No. 69948.
4. Instruct the Executive Officer of the Board to advertise the project for bids to be received and opened on August 11, 2022, in accordance with the Instruction Sheet for Publishing Legal Advertisements.
5. Authorize the Director of Public Works or his designee to execute a consultant services agreement with the apparent lowest responsive and responsible bidder to

prepare a baseline construction schedule for a \$5,000 not-to-exceed amount funded by the proposed project funds.

6. Delegate authority to the Director of Public Works or his designee to make the determination that a bid is nonresponsive and to reject a bid on that basis; to award the next lowest responsive and responsible bidder; waive inconsequential and nonmaterial deficiencies in bids submitted; and determine, in accordance with the applicable contract and bid documents, whether the apparent lowest responsive and responsible bidder satisfied all conditions for contract award. Upon such determination, authorize the Director of Public Works or his designee to award and execute the construction contract, in the form previously approved by County Counsel, to the apparent lowest responsive and responsible bidder if the low bid can be awarded within the approved total budget. Establish the effective date of the contract upon receipt of acceptable performance, payment bonds, and evidence of required contractor insurance by Public Works, and to take all other actions necessary and appropriate to deliver the project.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommended actions will find the 92nd Street Linear Park Project exempt from the California Environmental Quality Act (CEQA); approve the capital project and the proposed budget; adopt plans and specifications; allow advertising for construction bids; and authorize Public Works to award and execute a construction contract for the project.

Project Description and Background

The southeast region of unincorporated Florence-Firestone was deemed an area of very high park need according to the Los Angeles Countywide Comprehensive Parks and Recreation Needs Assessment Report dated May 2016. The project is located at 9014 Graham Avenue at the Los Angeles Department of Water and Power and Metropolitan Water District utility corridors between East 92nd Street and East 88th Street and runs four city blocks from Graham Avenue to Elm Street in an unincorporated area of Los Angeles County. The project is within a half-mile (10-minute) walk for more than 17,000 residents, including 5,800 youth. The project includes construction of a new 4.3-acre linear park with jogging/walking paths, basketball courts, a multipurpose field, playground areas, gardens, an outdoor stage, and additional park amenities.

On November 5, 2019, the Board approved a motion for Department of Parks and Recreation (DPR) to submit a grant application and accept funds through the State of

California DPR's Statewide Park Development and Revitalization Program of 2018 (State Proposition 68) for the purposes of developing the new park and on-site park amenities. The grant was awarded to DPR by the State in February 2020.

On June 8, 2021, the Board established the project and budget, approved an appropriation adjustment for the State Proposition 68 funds, and allowed Public Works to proceed with design and planning efforts. The plans and specifications are now complete and on file with Public Works for construction.

Implementation of Strategic Plan Goals

These recommendations support the County Strategic Plan: Strategy I.2, Enhance Our Delivery of Comprehensive Interventions, Objective I.2.4, Support Job Readiness and Increase Employment Opportunities for Youth Served by the County; Strategy II.1, Drive Economic and Workforce Development in the County, Objective II.1.2, Support Small Businesses and Social Enterprises; and Strategy II.2, Support the Wellness of our Communities; Objective II.2.2, Expand Access to Recreational and Cultural Opportunities; Objective II.2.3, Prioritize Environmental Health Oversight and Monitoring; and Objective II.2.4, Promote Active and Healthy Lifestyles.

The project supports these goals by providing a new park facility that will greatly benefit an underserved population and meet the urgent need for community park and recreation facilities in traditionally park-poor communities. The project will provide contracting opportunities that will support small businesses and social enterprises that could employ local and targeted workers.

FISCAL IMPACT/FINANCING

The total project cost is estimated at \$7,848,471, which includes the plans and specifications, jurisdictional approvals, consultant services, construction, change order contingency, and County services. The project schedule and budget are summarized in Enclosure A. The project will be funded with \$7,848,471 from State Proposition 68 grant.

Operating Budget Impact

Based on the project description, DPR anticipates one-time cost of \$67,000 and ongoing cost of \$461,028 for recreation and maintenance staff, utilities, and grounds maintenance supplies following the project completion. DPR will submit to the Chief Executive Office a funding request through the budget process. DPR will work on the funding request with

the Chief Executive Office in order to allow DPR to operate, program, and maintain the new facility.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

A standard construction contract, in a form previously approved by County Counsel, will be used that contains terms and conditions supporting the Board's ordinances, policies, and programs including, but not limited to, County's Greater Avenues for Independence and General Relief Opportunities for Work Programs, Contract Language to Assist in Placement of Displaced County Workers, and Notice to Employees Regarding the Federal Earned Income Credit (Federal Income Tax Law, Internal Revenue Service Notice 1015). The plans and specifications include the contractual provisions and material requirements necessary for the project and are on file with Public Works' Business Relations and Contracts Division.

To ensure the contract is awarded to a responsible contractor with a satisfactory history of performance, bidders are required to report violations of the False Claims Act, criminal convictions, civil litigation, defaulted contracts with the County, complaints filed with the Contractor's State License Board, labor law/payroll violations, and debarment actions. As provided for in Board Policy No. 5.140, the information reported by the contractor will be considered before making an award.

In accordance with Board Policy 5.270, Countywide Local and Targeted Worker Hiring, the project will require that at least 30 percent of the California construction labor hours be performed by qualified Local Residents and at least 10 percent be performed by Targeted Workers facing employment barriers. The project will also include a job coordinator who will facilitate the implementation of the targeted hiring requirement of the policy.

In accordance with the Board's Civic Art Policy, adopted on December 7, 2004, and last amended on August 4, 2020, the project budget includes 1 percent of eligible design and construction costs, in the amount of \$55,000, to be allocated to the Civic Art Fund and restricted for spending on-site. Following discussions with Los Angeles County Department of Arts and Culture, it is recommended to release the Civic Art funding allocation back to the project to utilize the funds on other park amenities, since the State Proposition 68 grant requires all funds to be used on site. The impact of this action is summarized in Enclosure A.

ENVIRONMENTAL DOCUMENTATION

The recommended actions related to the 92nd Street Linear Park Project are categorically exempt from CEQA. The project is within certain classes of projects that have been determined not to have a significant effect on the environment in that it meets criteria set forth in Sections 15303 Class 3 (d) and (e); 15304 Class 4 (a) and (b); and 15311 Class 11 (a) and (c) of the State CEQA Guidelines; and Classes 3 (a) and (b); 4 (a) and (c); and 11 (c) and (d) of the County's Environmental Document Reporting Procedures and Guidelines, Appendix G, since the project consists of construction of water mains, sewage, electrical, and other utility extensions to serve a limited numbers of new, small facilities, or structures including, but not limited to, community gardens, basketball courts, shade structures, benches, exercise equipment, children's play equipment, a small stage area, on-premise signage, and accessory structures. The project also consists of minor alterations of land including, but not limited to, grading on land with a slope of less than 10 percent and new gardening or landscaping for installation of drought tolerant plantings, gardens, decomposed granite walking paths, and open turf areas. Replacement features will have the same purpose and capacity. No trees will be removed as part of the project.

In addition, based on the project records, it will comply with all applicable regulations and is not located in a sensitive environment. 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.

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

CONTRACTING PROCESS

Advertising for construction bids will be in accordance with the County's standard Instruction Sheet for Publishing Legal Advertisements (Enclosure B). As requested by the Board on February 3, 1998, this contract opportunity will be listed on the County's "Doing Business with Us" and "Do Business with Public Works" websites.

Public Works will also inform the local small business enterprise about this business opportunity for those certified by the County of Los Angeles' Department of Consumers and Business Affairs. Participation by Community Business Enterprises (CBE) in the

The Honorable Board of Supervisors
July 12, 2022
Page 6

project is encouraged through Public Works' CBE Outreach Program and by monitoring the good faith efforts of bidders to utilize CBE.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

There will be no impact on current County services during the performance of the recommended actions.

CONCLUSION

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

Respectfully submitted,

MARK PESTRELLA, PE
Director of Public Works

MP:SK:mm

Enclosures

c: Department of Arts and Culture
Auditor-Controller
Chief Executive Office (Capital Programs Division)
County Counsel
Executive Office
Department of Parks and Recreation

**CONSTRUCTION-RELATED CONTRACT
CONSTRUCTION MANAGEMENT CORE SERVICE AREA
92ND STREET LINEAR PARK PROJECT
APPROVE CAPITAL PROJECT AND BUDGET
ADOPT, ADVERTISE, AND AWARD
SPECS. 7742; CAPITAL PROJECT NO. 69948
(FISCAL YEAR 2022-23)
(SUPERVISORIAL DISTRICT 2)
(3 VOTES)**

I. PROJECT SCHEDULE

Project Activity	Completion Date
Construction Documents	February 2022*
Jurisdictional Approvals	June 2022*
Construction Bid	August 2022
Construction	
Substantial Completion	December 2023
Project Acceptance	January 2024

*Indicates a completed activity

II. PROJECT BUDGET

Budget Category	Original Budget	Impact of this Action	Revised Budget
Construction			
Low Bid Construction Contract	\$4,968,000	\$55,000	\$5,023,000
Civic Arts	\$55,000	(\$55,000)	\$0
Change Orders	\$746,000	\$0	\$746,000
Conservation Corps Labor	\$72,000	\$0	\$72,000
Utility Company Connection Fees	\$45,000	\$0	\$45,000
Subtotal	\$5,886,000	\$0	\$5,886,000
Plans and Specifications	\$515,000	\$0	\$515,000
Consultant Services	\$200,000	\$0	\$200,000
Miscellaneous Expenditures	\$48,000	\$0	\$48,000
Jurisdictional Reviews	\$137,000	\$0	\$137,000
County Services	\$1,062,471	\$0	\$1,062,471
Total	\$7,848,471	\$0	\$7,848,471

July 12, 2022

**CONSTRUCTION-RELATED CONTRACT
CONSTRUCTION MANAGEMENT CORE SERVICE AREA
92ND STREET LINEAR PARK PROJECT
APPROVE CAPITAL PROJECT AND BUDGET
ADOPT, ADVERTISE, AND AWARD
SPECS. 7742; CAPITAL PROJECT NO. 69948
(FISCAL YEAR 2022-23)
(SUPERVISORIAL DISTRICT 2)
(3 VOTES)**

PUBLISHING LEGAL ADVERTISEMENTS: In accordance with the State of California Public Contract Code Section 20125, you may publish once a week for two weeks in a weekly newspaper or ten times in a daily newspaper. Forward three reprints of this advertisement to Public Works, Business Relations and Contracts Division, 900 South Fremont Avenue, 8th Floor, Alhambra, California 91803-1331.

**OFFICIAL NOTICE OF
INVITING BIDS**

Notice is hereby given that the Director of Public Works will receive sealed bids for materials, labor, and equipment required to complete construction for the following project:

<u>SD</u>	<u>SPECS</u>	<u>PROJECT</u>	<u>DATE OF BID OPENING</u>
2	7742	92nd Street Linear Park Project	August 11, 2022

Copies of the project manual and drawings for the project may be downloaded for free from the Public Works website <http://pw.lacounty.gov/go/constructioncontracts>. For bid information, please call Mr. Erik Macias of Business Relations and Contracts Division at (626) 458-2530. Each bid shall be submitted electronically through Bid Express. Bids will be publicly opened, examined, and declared by Public Works at 10:30 a.m. on this date using Microsoft Teams Live Meeting platform.

Bids must conform to the drawings and project manual and all bidding requirements. This project requires the prime contractor to possess a valid California General Contractor's license and all licenses needed to complete the work (this may be possessed by a subcontractor to the general) at the time of bid submittal. The contractor should verify to his/her satisfaction that he/she holds the correct license for the project. The contractor and all of its subcontractors of any tier shall be required to pay prevailing wages to all workers employed in the execution of the work of improvement in accordance with the Labor Code Section 1770 et seq. Copies of prevailing rate of per diem wages are on file at the Public Works' Business Relations and Contracts Division, which shall be made available to any interested party upon request.

July 12, 2022

PRE-BID CONFERENCE

Public Works, Project Management Division II, will hold a voluntary prebid conference/site visit on Thursday, July 28, 2022, at 10:00 a.m., at 9014 Graham Avenue, Los Angeles, California 90002 to provide information on the project, bidding process, and project walk and answer any questions that the potential bidders may have. For further directions, please contact Mr. Macias at emacias@pw.lacounty.gov. The County supports and encourages equal opportunity contracting. The contractor shall make good faith efforts, as defined in Section 2000 of the Public Contract Code, to contract with Community Business Enterprises. The Board of Supervisors reserves the right to reject any or all bids or to waive technical or inconsequential errors and discrepancies in bids submitted in the public's interest.

Americans with Disabilities Act Information

Individuals requiring reasonable accessibility accommodations may request written materials in alternate formats, physical accessibility accommodations, sign language interpreters, or other reasonable accommodations by contacting our departmental Americans with Disabilities Act Coordinator at (626) 458-4081, from 7:30 a.m. to 5 p.m., Monday through Thursday (excluding holidays). Persons who are deaf or hard of hearing may make contact by first dialing the California Relay Service at 7-1-1. Requests should be made at least one week in advance to ensure availability. When making a reasonable accommodation request, please reference [PMII-3].

Información sobre la Ley de Estadounidenses con Discapacidades

Individuos que requieran acomodamiento razonable pueden solicitar materiales escritos en formatos alternativos, acomodamiento físico, intérpretes en lenguaje de señas Americano ú otros acomodamientos razonables comunicándose con nuestro Coordinador Departamental de la Ley de Estadounidenses con Discapacidades al (626) 458-4081, de 7:30 a.m. a 5 p.m., lunes a jueves (excluyendo días festivos). Personas con problemas auditivos pueden comunicarse primero marcando al Servicio de Difusión de California al 7-1-1. Solicitudes pueden hacerse por lo menos una semana antes para asegurar disponibilidad. Cuando se haga una petición razonable para acomodo, por favor mencione [PMII-3].

By order of the Board of Supervisors of the County of Los Angeles, State of California, dated July 12, 2022.

Specs. 7742

CELIA ZAVALA, EXECUTIVE OFFICER OF
THE BOARD OF SUPERVISORS OF THE
COUNTY OF LOS ANGELES

BOARD LETTER/MEMO CLUSTER FACT SHEET

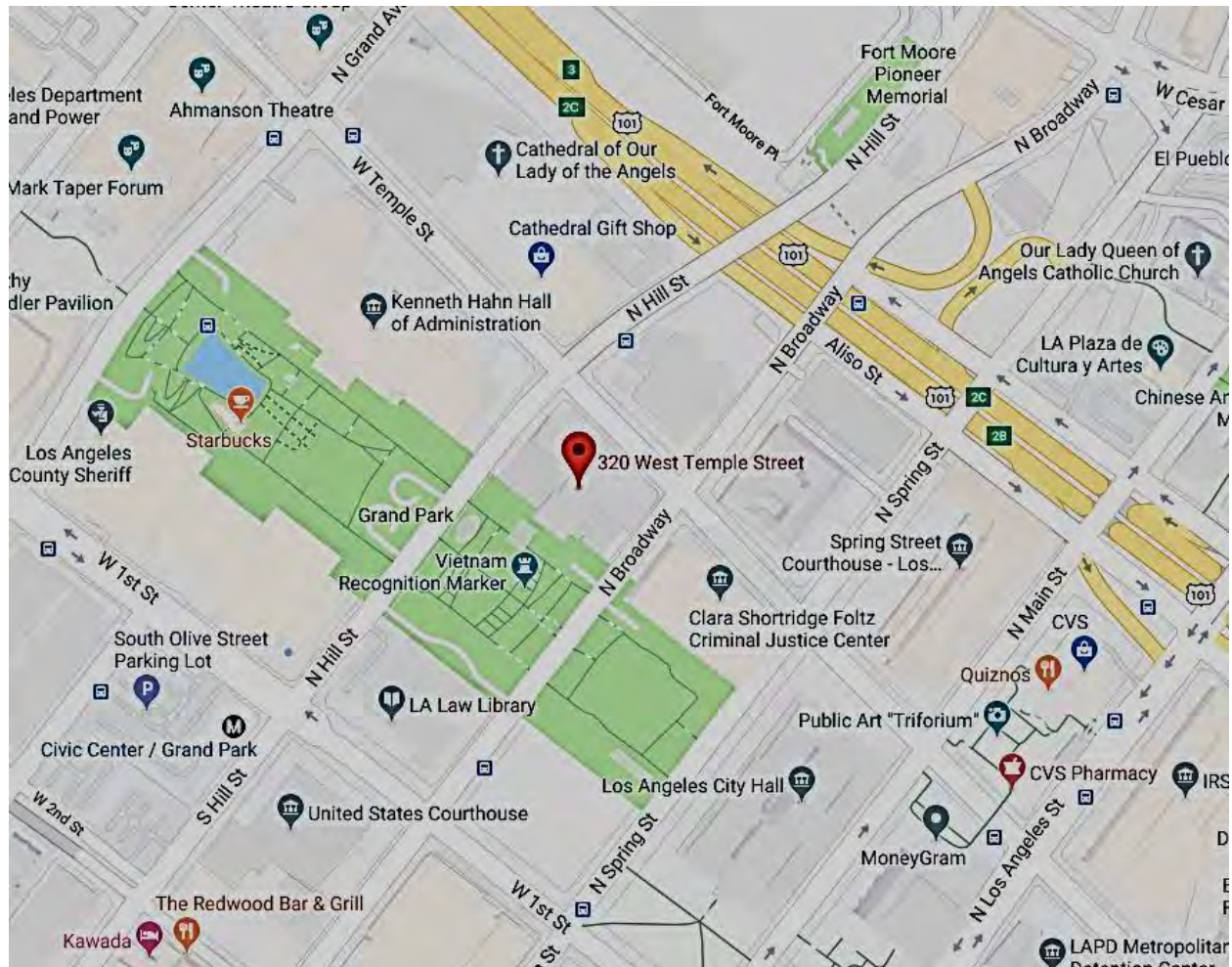
☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	6/15/2022		
BOARD MEETING DATE	7/12/2022		
SUPERVISORIAL DISTRICT AFFECTED	<input type="checkbox"/> All <input checked="" 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)	Public Works		
SUBJECT	Hall of Records Regional Planning Headquarters and Hearing Room Renovation 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		
DEADLINES/ TIME CONSTRAINTS	N/A		
COST & FUNDING	Total cost: \$14,487,000	Funding source: Capital Project No. 87605	
	TERMS (if applicable): N/A		
	Explanation: N/A		
PURPOSE OF REQUEST	Public Works is seeking Board approval of the Hall of Records Regional Planning Headquarters and Hearing Room Renovation Project, adopt plans and specifications, advertise for construction bids, and delegate authority to Public Works to execute the construction contract for the proposed project.		
BACKGROUND (include internal/external issues that may exist including any related motions)	There have been no prior Board actions related to this project.		
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, Assistant Deputy Director, (626) 458-4010, cell (626) 614-7217, vyu@pw.lacounty.gov .		

HALL OF RECORDS REGIONAL PLANNING HEADQUARTERS AND HEARING ROOM RENOVATION PROJECT



 320 WEST TEMPLE STREET, LOS ANGELES, CA 90012

July 12, 2022

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

Dear Supervisors:

**CONSTRUCTION CONTRACT
CONSTRUCTION MANAGEMENT CORE SERVICE AREA
HALL OF RECORDS REGIONAL PLANNING HEADQUARTERS AND
HEARING ROOM RENOVATION PROJECT
APPROVE CAPITAL PROJECT
ADOPT, ADVERTISE, AND AWARD
SPECS. 7688; CAPITAL PROJECT NO. 87605
(FISCAL YEAR 2022-23)
(SUPERVISORIAL DISTRICT 1)
(3 VOTES)**

SUBJECT

Public Works is seeking Board approval of the Hall of Records Regional Planning Headquarters and Hearing Room Renovation Project, to adopt plans and specifications, advertise for construction bids, and delegate authority to Public Works to execute the construction contract for the proposed project.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the Hall of Records Regional Planning Headquarters and Hearing Room Renovation Project is categorically exempt from the California Environmental Quality Act for the reasons stated in this letter and in the record of the proposed project.
2. Approve the Hall of Records Regional Planning Headquarters and Hearing Room Renovation Project, Capital Project No. 87605, with a project budget of \$14,487,000.
3. Adopt plans and specifications that are on file with Public Works for construction of the Hall of Records Regional Planning Headquarters and Hearing Room Renovation Project at an estimated construction cost of \$8,500,000.

4. Instruct the Executive Officer of the Board to advertise the Hall of Records Regional Planning Headquarters and Hearing Room Renovation Project for bids to be received and opened on August 18, 2022, in accordance with the Instruction Sheet for Publishing Legal Advertisements.
5. Authorize the Director of Public Works or his designee to execute a Consultant Services Agreement with the apparent lowest responsive and responsible bidder to prepare a baseline construction schedule for a \$20,000 not-to-exceed amount funded by the project funds.
6. Delegate authority to the Director of Public Works or his designee to make the determination that a bid is nonresponsive and to reject a bid on that basis; to award to the next lowest responsive and responsible bidder; to waive inconsequential and nonmaterial deficiencies in bids submitted; and to determine, in accordance with the applicable contract and bid documents, whether the apparent lowest responsive and responsible bidder has timely prepared a satisfactory baseline construction schedule and satisfied all conditions for contract award. Upon such determination, authorize the Director of Public Works or his designee to award and execute the construction contract, in the form previously approved by County Counsel, to the apparent lowest responsive and responsible bidder if the low bid can be awarded within the approved total budget, to establish the effective date of the contract upon receipt by the Public Works of acceptable performance and payment bonds and evidence of required contractor insurance, and to take all other actions necessary and appropriate to deliver the project.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommended actions will find the Hall of Records (HOR) Regional Planning Headquarters and Hearing Room Renovation Project categorically exempt from the California Environmental Quality Act (CEQA); approve the project and budget; adopt plans and advertise them for construction bids; award a consultant services agreement for the preparation of a baseline construction schedule; and authorize the Director of Public Works to execute and award a construction contract for the project.

Background

The HOR was designed by midcentury architect, Richard Neutra, in partnership with fellow architect, Robert Alexander, and is considered a rare example of a constructed high-rise office building designed by the architects. Planned as part of the 1957 Civic Center Master Plan, the HOR provides records storage space and clerks' offices for the

County. The HOR retains a remarkable degree of design integrity, both on the exterior and interior, which will be retained as part of this proposed project.

The proposed project will renovate a portion of the 13th Floor in the HOR to house the Headquarters for the Department of Regional Planning. The proposed scope will include renovated office space, a breakroom area, and a hearing room on the 1st Floor. The renovations will include new architectural finishes, mechanical and electrical upgrades, new audio-visual equipment, upgrades to data and telecommunications equipment, and Americans with Disabilities Act upgrades. The design will incorporate the County's Work Space Standards, which contain guidelines for office and workstation sizes, and meeting spaces, including hoteling stations and huddle rooms. Once completed, the project will allow the Department of Regional Planning to consolidate staff, currently housed on the 10th and 11th Floors of the HOR, into a single space. These suites will be subsequently used by the Auditor-Controller, which will relocate from leased space at the World Trade Center.

Design and jurisdictional approvals have been completed, and it is recommended that the Board adopt and advertise plans and specifications for construction bids as required by the Public Contract Code. In order to accelerate the delivery of the project, it is recommended that the Board authorize the Director of Public Works to award and execute a construction contract with the lowest responsive and responsible bidder if the low bid can be awarded within the total project budget approved by the Board.

The proposed consultant services agreement requires the apparent lowest responsive and responsible bidder to prepare a baseline construction schedule that conforms to the County of Los Angeles' schedule specification.

It is anticipated that construction of the project will begin in November 2022 and be substantially completed in November 2023.

Green Building/Sustainable Design Program

The project supports the Board's Green Building/Sustainable Design Program by implementing energy efficient lighting and restroom fixtures. The design features sustainable sourced wood products as finish materials throughout the suite in various areas.

Implementation of Strategic Plan Goals

These recommendations support the County's Strategic Plan: Goal III Realize Tomorrow's Government Today, Strategy II.2, Support the Wellness of our Communities; and Strategy III.3, Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability, Objective III.3.2, Manage and Maximize County Assets. The proposed project will contribute to these goals by refurbishing underused and underperforming areas of the building, improving an existing structure that will provide for more efficient services, and a redesigned workspace to maximize employee productivity. Furthermore, the project will create long-term savings since staff will vacate other HOR spaces to consolidate onto the 13th Floor and allow other County staff to backfill those vacated spaces instead of financing leased office space.

FISCAL IMPACT/FINANCING

The project budget for the HOR Regional Planning Headquarters Project is currently estimated at \$14,487,000. The budget includes construction; change order contingency; furniture, fixtures, and equipment; plans and specifications; consultant services; permit fees; and County services. The \$14,487,000 project budget includes \$600,000 for information technology equipment and appliances. The equipment will be procured through a Telecommunications Equipment and Services Master Agreement that is a separate competitive solicitation process. In compliance with the Board's policy, the proposed project furniture will be procured by the County Purchasing Agent through the Internal Services Department. The project budget and schedule are included in Enclosure A.

There is sufficient appropriation in the Fiscal Year 2022-23 Capital Projects/Refurbishments Budget, under Capital Project No. 87605, to proceed with the proposed project.

Operating Budget Impact

The Department of Regional Planning anticipates a possible increase in ongoing operating costs resulting from the proposed project that will be absorbed in their operating budget. These costs include facility cleaning and technology telecommunications costs for services rendered by Internal Services Department.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

A standard construction contract will be used that contains terms and conditions supporting the Board's ordinances and policies including, but not limited to, the County's Greater Avenues for Independence and General Relief Opportunities for Work Programs, Contract Language to Assist in Placement of Displaced County Workers, and Notice to Employees Regarding the Federal Earned Income Credit (Federal Income Tax Law, Internal Revenue Service Notice 1015).

The plans and specifications include the contractual provisions, methods, and material requirements necessary for this project and are on file with Public Works' Business Relations and Contracts Division.

In accordance with the Board's Civic Art Policy amended on August 4, 2020, the proposed project budget includes 1 percent of the eligible design and construction costs for the Civic Art Allocation, which is estimated at \$112,000.

In accordance with the Board's consolidated Local and Targeted Worker Hire Policy adopted on September 6, 2016, the project will require that at least 30 percent of the total California craft worker hours for construction of the project be performed by Local Residents and at least 10 percent be performed by Targeted Workers facing employment barriers.

ENVIRONMENTAL DOCUMENTATION

The proposed HOR Regional Planning Headquarters Project is categorically exempt from CEQA. The project consists of interior renovations to an existing building. This project is within certain classes of projects that have been determined not to have a significant effect on the environment, and that they meet the criteria set forth in Sections 15301 (a), (d), and (e); and Section 15302 (b) of the State's CEQA Guidelines and Class 1 (d) and Class 2 (a) of the County's Environmental Document Reporting Procedures and Guidelines, Appendix G. The projects provide for repair, refurbishment, replacement, and minor alterations of existing facilities involving negligible or no expansion of an existing use and where replacement features will have the same purpose and capacity.

Additionally, the proposed project will comply with all applicable regulations; is not in a sensitive environment; will not create cumulative impacts, unusual circumstances, or damage to scenic highways; is not listed on hazardous waste sites compiled pursuant to Government Code Section 65962.5, and there is no indication the project may cause a

substantial adverse change in the significance of a historic resource that would make the exemption inapplicable based on the record.

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

CONTRACTING PROCESS

Advertising for construction bids will be in accordance with the County's standard Instruction Sheet for Publishing Legal Advertisements (Enclosure B).

This contract opportunity will be listed on the "Doing Business with Us" and "Do Business with Public Works" websites. Public Works will also inform the local small business enterprises about this business opportunity for those certified by the County of Los Angeles Department of Consumers and Business Affairs.

Participation by Community Business Enterprises (CBE) in the project is encouraged through Public Works' CBE Outreach Program and by monitoring the good faith efforts of bidders to utilize CBE.

Standard contracts, in the form previously approved by County Counsel, will be used. The standard Board-directed clauses that provide for contract termination, renegotiation, and hiring qualified displaced County employees are included in the contract.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The HOR will remain fully operational during construction. We anticipate that some demolition, abatement, and construction will need to be performed in the off-hours to help reduce impacts to the tenants on other floors of the building. Department of Regional Planning's Headquarters staff will telework for the duration of the project, and public hearings conducted by the Regional Planning Commission or Hearing Officer will be relocated to other available County facilities.

The Honorable Board of Supervisors
July 12, 2022
Page 7

CONCLUSION

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

Respectfully submitted,

MARK PESTRELLA, PE
Director of Public Works

MP:LR:sl

Enclosure

c: Department of Arts and Culture
Auditor-Controller
Chief Executive Office
County Counsel
Executive Office
Department of Public Social Services (GAIN/GROW Program)
Department of Regional Planning

July 12, 2022

CONSTRUCTION CONTRACT
CONSTRUCTION MANAGEMENT CORE SERVICE AREA
HALL OF RECORDS REGIONAL PLANNING HEADQUARTERS AND
HEARING ROOM RENOVATION PROJECT
APPROVE CAPITAL PROJECT
ADOPT, ADVERTISE, AND AWARD
SPECS. 7688; CAPITAL PROJECT NO. 87605
(FISCAL YEAR 2022-23)
(SUPERVISORIAL DISTRICT 1)
(3 VOTES)

I. PROJECT SCHEDULE SUMMARY

Project Activity	Scheduled Completion Date
Construction Documents	07/2022*
Construction Start	11/2022
Substantial Completion	11/2023
Final Acceptance	01/2024

*Actual Completion Date

II. PROJECT BUDGET SUMMARY

Project Activity	Proposed Project Budget
Construction	\$ 9,333,964
Demolition	\$ 700,000
Change Order Contingency	\$ 498,714
Civic Arts	\$ 112,000
Information Technology Infrastructure	\$ 900,000
Plans and Specifications	\$ 1,200,000
Consultant Services	\$ 100,000
Miscellaneous Expenditures	\$ 600,000
Jurisdictional Review/Plan Check/Permits	\$ 75,000
County Services	\$ 967,322
TOTAL	\$ 14,487,000

July 12, 2022

**CONSTRUCTION CONTRACT
CONSTRUCTION MANAGEMENT CORE SERVICE AREA
HALL OF RECORDS REGIONAL PLANNING HEADQUARTERS AND
HEARING ROOM RENOVATION PROJECT
APPROVE CAPITAL PROJECT
ADOPT, ADVERTISE, AND AWARD
SPECS. 7688; CAPITAL PROJECT NO. 87605
(FISCAL YEAR 2022-23)
(SUPERVISORIAL DISTRICT 1)
(3 VOTES)**

PUBLISHING LEGAL ADVERTISEMENTS: In accordance with the State of California Public Contract Code Section 20125, you may publish once a week for two weeks in a weekly newspaper or ten times in a daily newspaper. Forward three reprints of this advertisement to Public Works Business Relations and Contracts Division, 900 South Fremont Avenue, 8th Floor, Alhambra, CA 91803-1331.

OFFICIAL NOTICE INVITING BIDS

Notice is hereby given that the Director of Public Works will receive sealed bids for materials, labor, and equipment required to complete construction for the following project:

<u>SUPERVISORAL DISTRICT</u>	<u>SPECS.</u>	<u>PROJECT</u>	<u>DATE OF BID OPENING</u>
1	7688	Hall of Records Regional Planning Headquarters and Hearing Room Renovation Project	August 18, 2022

Copies of the project manual and drawings for the project may be downloaded for free from the Public Works website <https://dpw.lacounty.gov/contracts/opportunities.aspx>. For bid information, please contact Mr. Eric Macias of Business Relations and Contracts Division at (626) 458-2530 or emacias@pw.lacounty.gov. Bids will only be accepted electronically through Bid Express, a secure bidding service website at www.bidexpress.com. To submit the bid electronically, register with Bid Express at least one week prior to the bid opening date. Once the bidder is registered, an invitation will be sent to the bidder to allow access to the Public Contracting and Asset Management bid opening. There is a nominal service fee to use Bid Express. Each bid shall be submitted no later than 1 p.m. on August 18, 2022. Bids will be opened, examined, and declared by Public Works on Microsoft Teams Conference Meeting at 2 p.m. on this date.

This information and link to access the bid opening will be posted on Public Works' website on the project information link.

ENCLOSURE B

July 12, 2022

Bids must conform to the drawings and project manual and all bidding requirements. This project requires the prime contractor to possess a valid California General Engineering (A) license classification at the time of bid submittal. The contractor should verify to his/her satisfaction that he/she holds the correct license for the project. The contractor and all of its subcontractors of any tier shall be required to pay prevailing wages to all workers employed in the execution of the work of improvement in accordance with the Labor Code Section 1770 et seq. Copies of prevailing rate of per diem wages are on file at the Public Works' Business Relations and Contracts Division, which shall be made available to any interested party upon request.

PRE-BID CONFERENCE

Public Works, Project Management Division I, will hold a mandatory prebid conference on Thursday, July 28, 2022, at 10 a.m., at Public Works Headquarters, 900 South Fremont Avenue, Alhambra, CA 91803 to provide information on the project, bidding process, and answer any questions that the potential bidders may have. Attendance is strongly required.

If you have any questions, please contact Mr. Macias at (626) 458-2530 or emacias@pw.lacounty.gov.

OTHER INSTRUCTIONS

The County supports and encourages equal opportunity contracting. The contractor shall make good faith efforts, as defined in Section 2000 of the Public Contract Code, to contract with Community Business Enterprises.

The Board of Supervisors reserves the right to reject any or all bids or to waive technical or inconsequential errors and discrepancies in bids submitted in the public's interest.

Americans with Disabilities Act Information



Individuals requiring reasonable accessibility accommodations may request written materials in alternate formats, physical accessibility accommodations, sign language interpreters or other reasonable accommodations by contacting our departmental Americans with Disabilities Act Coordinator at (626) 458-4081, from 7:30 a.m. to 5 p.m., Monday through Thursday (excluding holidays). Persons who are deaf or hard of hearing may make contact by first dialing the California Relay Service at 7-1-1. Requests should be made at least one week in advance to ensure availability. When making a reasonable accommodation request, please reference PMI-3.

July 12, 2022

Información sobre la Ley de Estadounidenses con Discapacidades



Individuos que requieran acomodamiento razonable pueden solicitar materiales escritos en formatos alternativos, acomodamiento físico, intérpretes en lenguaje de señas Americano ú otros acomodamientos razonables comunicándose con nuestro Coordinador Departamental de la Ley de Estadounidenses con Discapacidades al (626) 458-4081, de 7:30 a.m. a 5 p.m., lunes a jueves (excluyendo días festivos). Personas con problemas auditivos pueden comunicarse primer marcando al Servicio de Difusión de California al 7-1-1. Solicitudes pueden hacerse por lo menos una semana antes para asegurar disponibilidad. Cuándo se haga una petición razonable para acomodo, por favor mencione PMI-3.

By order of the Board of Supervisors of the County of Los Angeles, State of California, dated February 9, 2021.

Specs. 7688

CELIA ZAVALA, EXECUTIVE OFFICER
OF THE BOARD OF SUPERVISORS OF
THE COUNTY OF LOS ANGELES

BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	6/15/2022							
BOARD MEETING DATE	7/26/2022							
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 type="checkbox"/> 5 th							
DEPARTMENT(S)	CEO							
SUBJECT	Calabasas Landfill Refuse Disposal Facility – Fee and Charge Rates Adjustment							
PROGRAM	N/A							
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:							
DEADLINES/ TIME CONSTRAINTS	None							
COST & FUNDING	<table border="1"> <tr> <td>Total cost: \$ N/A</td><td>Funding source: N/A</td></tr> <tr> <td colspan="2">TERMS (if applicable): N/A</td></tr> <tr> <td colspan="2"> Explanation: There is no impact to County General fund. The revenue generated by the rate increase will be deposited into Districts' Calabasas Landfill Operating Fund to operate the landfill. </td></tr> </table>		Total cost: \$ N/A	Funding source: N/A	TERMS (if applicable): N/A		Explanation: There is no impact to County General fund. The revenue generated by the rate increase will be deposited into Districts' Calabasas Landfill Operating Fund to operate the landfill.	
Total cost: \$ N/A	Funding source: N/A							
TERMS (if applicable): N/A								
Explanation: There is no impact to County General fund. The revenue generated by the rate increase will be deposited into Districts' Calabasas Landfill Operating Fund to operate the landfill.								
PURPOSE OF REQUEST	The revised fee structure is necessary to subsidize the existing green waste program and to ensure that sufficient funds are set aside to pay for supplemental post-closure maintenance, as well as the development of a park once disposal activities cease at the Landfill. It will also ensure the Landfill remains financially self-sustaining.							
BACKGROUND (include internal/external issues that may exist including any related motions)	<p>The County's authority to set rates at the Landfill was established in the "Fourth Amendment to the Amended Joint Powers Agreement - Calabasas Landfill", dated December 6, 2005, by and between the County and Sanitation District No. 2 of Los Angeles County where the authority to establish the fee and charge rates at the Landfill was transferred to the County. The authority to establish rates for diversion programs such as for green waste is granted to the Districts in the Joint Powers Agreement, and therefore it is not included in the draft ordinance. With the proposed fee increase, the Landfill fee structure will be more comparable to other landfills in the region and will also ensure the Landfill remains financially self-sustaining.</p> <p>In accordance with California Government Code Sections 6062(a) and 66018, a notice will be published in a local newspaper at least ten (10) days prior to the date of the Board's public hearing on the proposed fee and charge rates at the Landfill.</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: Amir Alam, Manager, CEO (213) 974-2620, aalam@ceo.lacounty.gov Coby Skye, Assistant Deputy Director, (626) 458-4016, cskye@dpw.lacounty.gov							



FESIA DAVENPORT
Chief Executive Officer

County of Los Angeles CHIEF EXECUTIVE OFFICE

Kenneth Hahn Hall of Administration
500 West Temple Street, Room 713, Los Angeles, California 90012
(213) 974-1101
<http://ceo.lacounty.gov>

July 26, 2022

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

Board of Supervisors
HILDA L. SOLIS
First District

HOLLY MITCHELL
Second District

SHEILA KUEHL
Third District

JANICE HAHN
Fourth District

KATHRYN BARGER
Fifth District

Dear Supervisors:

**CALABASAS LANDFILL REFUSE DISPOSAL FACILITY
FEE AND CHARGE RATES ADJUSTMENT
ADOPT ORDINANCE TO AMEND
TITLE 12 OF THE LOS ANGELES COUNTY CODE
(THIRD DISTRICT) (3 VOTES)**

SUBJECT

Approval of the recommended amendments to Title 12 of the Los Angeles County Code will increase certain fee and charge rates at the Calabasas Landfill Refuse Disposal Facility, (Landfill) effective as of September 1, 2022. The revised fee structure is necessary to continue funding the existing green waste program, operations and diversion programs to ensure the Landfill remains financially self-sustaining, as well as to fund supplemental post-closure maintenance and future park development once disposal activities cease at the Landfill.

IT IS RECOMMENDED THAT THE BOARD AFTER THE PUBLIC HEARING

1. Find that the recommended actions are statutorily exempt under the California Environmental Quality Act (CEQA) for the reasons stated in this Board letter and the record of the Project.
2. Adopt the ordinance amending Title 12 of the Los Angeles County Code to increase fee and charge rates at the Landfill, effective as of September 1, 2022.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommended amendments to Title 12 of the Los Angeles County Code will increase the existing fee and charge rates prescribed for waste disposal at the Landfill, which is owned by the County of Los Angeles (County) and operated by the Los Angeles County Sanitation Districts (Districts). Based upon consultation and recommendations from the Districts, CEO proposes to increase the fee for disposal of municipal solid and inert waste at the Landfill from \$52.32 to \$60.32 per ton. In addition, it is recommended that the County also increase various other fees, such as for hard-to-handle items, tires, and special handling items, as indicated on the attached Ordinance Amendment (Enclosure A).

Background

The Landfill is located at 5300 Lost Hills Road, Agoura, California 91301. The Landfill has a permitted total area of 491 acres, of which 305 acres is permitted as a disposal area. The site began its operation on August 23, 1972, and the last time the fees were adjusted was on September 1, 2017. Depending on the rate at which waste is sent to the landfill, it is anticipated to continue operating for another 11 to 16 years when its capacity will be reached.

Proposed Revised Fees

The revised fee structure is necessary to subsidize the existing green waste program and to ensure that sufficient funds are set aside to pay for supplemental post-closure maintenance, as well as the development of a park once disposal activities cease at the Landfill, as provided in the Joint Powers Agreement between the County and the Districts. The revised fee structure will also ensure the Landfill remains financially self-sustaining. With the revised fee structure, the fee for municipal solid and inert waste will be increased by \$8.00 per ton of which \$2.00 would be allocated to subsidizing of the green waste program, \$3.00 to supplemental post-closure maintenance and \$3.00 towards future development of a park. In addition, the proposed other fee increases are needed to fund the increased costs for providing those other services.

With the proposed fee increase, the Landfill fee structure will be comparable to other landfills in the region. A copy of the letter from the Chief Engineer and General Manager of the Districts recommending the increase in the fee and charge rates for the Landfill is attached for reference (Enclosure B).

Implementation of Strategic Plan Goals

The recommended action supports County Strategic Plan Strategy III.3-Pursue Operational Effectiveness, Fiscal Responsibility and Accountability by leveraging resources to fund County initiatives (Strategy III.3.1) and increasing rates in a way that is fiscally responsible and aligns with the County's highest priority needs (Goal III.3.2).

FISCAL IMPACT/FINANCING

There is no impact to County General fund.

The revenue generated by the rate increase will be deposited into Districts' Calabasas Landfill Operating Fund to operate the Landfill.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The County's authority to set rates at the Landfill was established in the "Fourth Amendment to the Amended Joint Powers Agreement - Calabasas Landfill", dated December 6, 2005, by and between the County and Sanitation District No. 2 of Los Angeles County where the authority to establish the fee and charge rates at the Landfill was transferred to the County. The authority to establish rates for diversion programs such as for green waste is granted to the Districts in the Joint Powers Agreement, and therefore it is not included in the draft ordinance.

Pursuant to Section 66018 of the California Government Code, prior to adopting a new fee or approving an increase in an existing fee, a local agency shall hold a public hearing. In accordance with Section 6062a of the California Government Code, notice of the hearing shall be published in a local newspaper at least ten (10) days prior to the date of the Board's public hearing on the proposed fee and charge rates at the Landfill. The County is in compliance with the requirements of these sections.

ENVIRONMENTAL DOCUMENTATION

The Board's adoption of the proposed ordinance is statutorily exempt from the provisions of CEQA pursuant to Section 21080(b)(8) and Section 15273 of the State CEQA Guidelines. The Board's action to increase fees and charges at the Landfill is exempt because the proposed modifications apply solely to solid waste disposal rates that generate funds for the purpose of 1) meeting operating expenses; 2) equipment purchases and 3) capital projects necessary to maintain services within an existing service area, including funding for post-closure activities at the site that the current operations make necessary.

The Honorable Board of Supervisors
July 26, 2022
Page 4

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommended actions will allow the Districts to continue to perform required operating activities at the Landfill and will have no impact on current services.

CONCLUSION

Please return one adopted copy of this Board letter to the Chief Executive Office, Capital Programs Division.

Respectfully submitted,

FESIA DAVENPORT
Chief Executive Officer

FAD:JMN:JTC
VM:AMA:AC:ns


Enclosures

c: Executive Office, Board of Supervisors
County Counsel
Los Angeles County Sanitation Districts
Public Works

ANALYSIS

This ordinance amends Title 12, Chapter 12.48 – Environmental Protection of the Los Angeles County Code, to increase fee and charge rates for the Calabasas Landfill, and to add fee categories for green waste and asphalt.

RODRIGO A. CASTRO-SILVA
County Counsel

By 

JULIA C. WEISSMAN
Senior Deputy County Counsel
Public Works Division

JCW:mv

Requested: 11/09/20
Revised: 01/26/22

ORDINANCE NO. _____

An ordinance amending Title 12, Chapter 12.48 – Environmental Protection of the Los Angeles County Code, to increase fee and charge rates for the Calabasas Landfill, and to add fee categories for green waste and asphalt.

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

SECTION 1. Section 12.48.031 is hereby added to read as follows:

12.48.031 Green Waste Defined.

As used in this Chapter, "green waste" means solid waste generated from the maintenance or alteration of public, commercial, or residential landscapes, including, but not limited to, yard clippings, leaves, tree trimmings, brush, and weeds. With the exception of palm tree logs and palm tree trunks, green waste includes tree logs and tree trunks of twenty-four (24) inches in diameter or smaller. Palm tree logs and palm tree trunks of any size are excluded from the definition of green waste. Although individual palm fronds are considered to be green waste, the operator of the Calabasas landfill may, in its sole discretion, classify loads consisting mostly or entirely of palm fronds as "Hard-to-Handle Bulky Items" for purposes of the fee and charge rates set forth in Section 12.48.050.

SECTION 2. Section 12.48.050 is hereby amended to read as follows:

12.48.050 Fee and Charge Rates.

~~Effective September 1, 2017, the following fee and charge rates will be~~
prescribed for waste disposal at the Calabasas Landfill:

A. Fees Charged for Specific Types of Waste:

Types of Waste:	Rates:
Municipal Solid and Inert Waste	\$52 <u>60.32</u> / <u>per</u> ton
Hard-to-Handle Bulky Items	\$62 <u>70.32</u> / <u>per</u> ton
Tires	\$95.00 <u>165.56</u> / <u>per</u> ton
Special Handling	\$62 <u>70.32</u> / <u>per</u> ton
Minimum Charge – MSW	\$45.50 <u>60.32</u> per load
Minimum Charge – Hard-to-Handle <u>Bulky Items</u>	\$55.50 <u>70.32</u> per load
Pull-Offs	\$44 <u>7.75</u> each
<u>Uncontaminated Green Waste (green waste mixed with less than one percent (1%) waste material that is not green waste)</u>	<u>\$47.32 per ton</u>
<u>Minimum Charge – Uncontaminated Green Waste</u>	<u>\$47.32 per load</u>
<u>Acceptable Green Waste (green waste mixed with between one percent (1%) and three percent (3%) waste material that is not green waste)</u>	<u>\$60.32 per ton</u>
<u>Minimum Charge – Acceptable Green Waste</u>	<u>\$60.32 per load</u>

<u>Contaminated Green Waste (green waste mixed with three percent (3%) or more waste material that is not green waste)</u>	<u>\$70.32 per ton</u>
<u>Minimum Charge – Contaminated Green Waste</u>	<u>\$70.32 per load</u>
<u>Asphalt</u>	<u>\$20 per ton</u>
<u>Minimum Charge – Asphalt</u>	<u>\$50 per load</u>

B. The operator of the Calabasas Landfill, or its designee, in its sole discretion, shall determine the waste classification for each load.

~~B~~C. A surcharge of \$4.40/ton, subject to a minimum charge of \$4.40, will be charged with respect to all uncovered loads capable of producing litter.

~~C~~D. A surcharge of \$4.40/ton, subject to a minimum charge of \$4.40, will be charged with respect to all non-manifested tire loads.

SECTION 3.

This ordinance will take effect the first day of the month following the thirtieth day after the adoption of this ordinance.

[1248050JWCC]



**LOS ANGELES COUNTY
SANITATION DISTRICTS**
Converting Waste Into Resources

Robert C. Ferrante

Chief Engineer and General Manager

1955 Workman Mill Road, Whittier, CA 90601-1400
Mailing Address: P.O. Box 4998, Whittier, CA 90607-4998
(562) 699-7411 • www.lacsd.org

September 2, 2021

VIA EMAIL ONLY mpestrella@dpw.lacounty.gov

Mr. Mark Pestrella
Director of Public Works
Los Angeles County Public Works
900 S. Fremont Avenue
Alhambra, CA 91803

Dear Mr. Pestrella:

Calabasas Landfill
Recommendation to Increase Tipping Fee Rates

This letter is to advise the County of Los Angeles (County) of the Sanitation Districts' recommendations for new tipping fee rates for the Calabasas Landfill. The County, as owner of the Calabasas Landfill, has ratesetting authority pursuant to a Joint Powers Agreement (JPA) between the County and the Sanitation Districts. The Sanitation Districts, as the County's operator of Calabasas Landfill, act as an advisor regarding the tipping fee rates for the landfill.


In order to generate revenue to establish supplemental funding for postclosure maintenance and postclosure development of a proposed park at the landfill site, and to ensure the landfill remains financially self-sustaining, the Sanitation Districts recommended in a letter dated October 28, 2020, that the County increase the Municipal Solid and Inert Waste tipping fee from the current rate of \$52.32 per ton to \$57.32 per ton, effective January 1, 2021. Additionally, it was recommended that the County increase various other tipping fee rates to reflect the increased costs of providing these services. This letter supersedes the previous recommendation letter and reflects a recent request from County staff to further increase tip fees to fund postclosure programs for the landfill.

Specifically, based on the requests of County staff, the tipping fee for Municipal Solid and Inert Waste will need to be increased from the current rate of \$52.32 per ton to \$60.32 per ton. This proposed increase includes \$6.00 per ton to fund the following activities, pursuant to the request of County staff: (a) \$3.00 per ton to establish a supplemental postclosure maintenance fund, and (b) \$3.00 per ton to establish a fund for postclosure development of a proposed park at the landfill site. With this increase in rate, the incoming tonnage will be closely monitored to determine if there is a tonnage drop.

The attached table provides a summary of the proposed tipping fee rates incorporating the County's request for the additional increase. County Public Works' staff indicated they are working with the County's Chief Executive Office to prepare the documentation necessary to obtain approval from the Board of Supervisors in order for the new rates to be effective as of January 1, 2022.

If you have any questions concerning this letter, please contact Mr. Ajay Malik, Assistant Department Head of Facilities Planning, at (562) 908-4288, extension 2720.

Very truly yours,


Robert C. Ferrante

Attachment

RCF:SP:sw

cc: Mr. Keith Lilley, LACDPW klilley@dpw.lacounty.gov
Mr. Coby Skye, LACDPW cskye@dpw.lacounty.gov
Mr. Carlos Ruiz, LACDPW caruiz@dpw.lacounty.gov

**SCHEDULE OF RECOMMENDED TIPPING FEE RATES
TO BE EFFECTIVE JANUARY 1, 2022
FOR REFUSE DISPOSAL AT CALABASAS LANDFILL**

	Current Tipping Fee Rate	Recommended Tipping Fee Rate
Municipal Solid and Inert Waste	\$52.32 per ton	\$60.32 per ton*
Hard-to-Handle, Bulky Items	\$62.32 per ton	\$70.32 per ton*
Tires	\$95.00 per ton	\$165.56 per ton*
Special Handling	\$62.32 per ton	\$70.32 per ton*
Minimum Charge MSW	\$45.50 per load	\$60.32 per load*
Minimum Charge Hard-to-Handle	\$55.50 per load	\$70.32 per load*
Pull-Offs	\$44.75 each	\$47.75 each*
Segregated Uncontaminated Green Waste (1-ton min. charge)	\$45.19 per ton	\$47.32 per ton
Acceptable Green Waste (up to 3% contamination, 1-ton min. charge)	\$52.32 per ton	\$60.32 per ton
Contaminated Green Waste (>3% contamination, 1-ton min. charge)	\$62.32 per ton	\$70.32 per ton
Asphalt	\$20.00 per ton	\$20.00 per ton
Minimum Charge Asphalt	\$50.00 per load	\$50.00 per load

*Rates for disposal of material to be adopted by the County. Revision of these rates requires amendment to County Ordinance 12.48.050. The Sanitation Districts' Chief Engineer and General Manager, after consultation with the County's Director of Public Works (or his/her designee), may adjust any fee or charge rate for materials and services that benefit the operation of the facility, or that promote solid waste management alternatives. These materials may include, but are not restricted to: segregated shredded or unshredded organic material suitable for composting or recycling and various other recyclable materials.

Other Notes:

- 1) Uncovered Loads Capable of Producing Litter and Non-Manifested Tire Loads: \$4.40 per ton surcharge; \$4.40 minimum
- 2) All rates include the following state, county and local fees and taxes (fees expressed on a per ton basis do not apply to green waste, asphalt and pull-offs):
 - California Integrated Solid Waste Management Fee: \$1.40 per ton
 - Los Angeles County Solid Waste Management Fee: \$1.50 per ton
 - Los Angeles County Department of Health Services Regulatory Service Fee: \$0.41 per ton
 - Los Angeles County Business License Tax (unincorporated County area only): 10% of gross receipts excluding state and local fees and taxes