



County of Los Angeles  
Chief Executive Office

## COMMUNITY SERVICES CLUSTER AGENDA REVIEW MEETING

FESIA A. DAVENPORT  
Chief Executive Officer

**DATE:** Wednesday, July 13, 2022  
**TIME:** 3:30 p.m.

**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#**

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### 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 (Agricultural Commissioner/Weights and Measures) for July 26, 2022 Board agenda:  
HEARING ON 2021-2022 COUNTY OF LOS ANGELES HAZARDOUS VEGETATION/WEED ABATEMENT CHARGES
  - B. Board Letter (Parks and Recreation) for July 26, 2022 Board agenda:  
APPROVE EXTENSION OF A LICENSE AGREEMENT  
FOR THE AQUATIC SAFETY PROGRAM AT THE BOATING INSTRUCTION AND SAFETY CENTER WITHIN THE WARREN M. DORN COMPLEX AT CASTAIC LAKE RECREATION AREA  
AGREEMENT NUMBER 10342
  - C. Board Letter (Public Works) for August 2, 2022 Board agenda:  
DEVELOPMENT SERVICES CORE SERVICE AREA  
APPROVAL OF THE FINAL MAPS FOR  
TRACTS 61105-31 THROUGH 61105-37 AND ACCEPTANCE  
OF GRANTS AND DEDICATIONS IN CONNECTION THEREWITH IN UNINCORPORATED STEVENSON RANCH
  - D. Board Letter (Public Works) for August 2, 2022 Board agenda:  
SERVICES CONTRACT  
ENVIRONMENTAL SERVICES CORE SERVICE AREA  
FUNDING SUPPLEMENT FOR ON-CALL TIRE RECYCLING  
PROGRAM MANAGEMENT SERVICES

- E.** Board Letter (Public Works) for August 2, 2022 Board agenda:  
SERVICES CONTRACT  
TRANSPORTATION CORE SERVICE AREA  
AWARD OF SERVICES CONTRACT FOR  
ON-CALL SHOPPING CART RETRIEVAL SERVICES
- F.** Board Letter (Public Works) for August 2, 2022 Board agenda:  
TRANSPORTATION CORE SERVICE AREA  
FUNDING AGREEMENT FOR DASH BOYLE HEIGHTS/  
EAST LOS ANGELES TRANSIT SERVICE WITH THE  
CITY OF LOS ANGELES
- G.** Board Letter (Public Works) for August 2, 2022 Board agenda:  
WATER RESOURCES CORE SERVICE AREA  
AWARD OF SERVICE CONTRACTS FOR  
ON-CALL ENVIRONMENTAL SERVICES  
FOR FLOOD CONTROL DISTRICT FACILITIES
- H.** Board Letter (Public Works) for August 2, 2022 Board agenda:  
WATER RESOURCES CORE SERVICE AREA  
QUITCLAIM OF EASEMENT  
FROM THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT  
TO CHIQUITA CANYON, LLC,  
PRIVATE DRAIN NO. 2298-02, PARCEL 1EXE,  
IN THE UNINCORPORATED CASTAIC/VAL VERDE AREA  
OF THE COUNTY OF LOS ANGELES

**3. PRESENTATION/DISCUSSION ITEM(S):**

- A.** Board Briefing (Public Works):  
PUBLIC WORKS' RESPONSE TO DROUGHT  
Speaker: Mark Pestrella and Keith Lilley

**4. PUBLIC COMMENTS (2 minutes each speaker)**

**CLOSED SESSION:**

**CS-1. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION – 1 CLAIM**  
(Paragraph (1) of Subdivision (d) of Government Code Section 54956.9)

Jeong J. Cha v. County of Los Angeles, et. al., Los Angeles Superior Court Case No. 20STCV01874, Department of Public Works

**CS-2 CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION – 1 CLAIM**  
(Paragraph (1) of Subdivision (d) of Government Code Section 54956.9)

Lanthia Teon Douglas v. County of Los Angeles, et. al., Los Angeles Superior Court Case No. 18STCV08752, Department of Public Works

**5. ADJOURNMENT**

# BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

<b>CLUSTER AGENDA REVIEW DATE</b>	7/13/2022		
<b>BOARD MEETING DATE</b>	7/26/2022		
<b>SUPERVISORIAL DISTRICT AFFECTED</b>	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 <sup>st</sup> <input type="checkbox"/> 2 <sup>nd</sup> <input type="checkbox"/> 3 <sup>rd</sup> <input type="checkbox"/> 4 <sup>th</sup> <input type="checkbox"/> 5 <sup>th</sup>		
<b>DEPARTMENT(S)</b>	Agricultural Commissioner/Weights and Measures (ACWM) and Fire Department (LACOFD)		
<b>SUBJECT</b>	In Los Angeles County, abatement of hazardous vegetation (weeds, brush and neglected landscaping) and rubbish is primarily a joint enforcement and clearance effort between the Department of Agricultural Commissioner/Weights and Measures (ACWM) and the Consolidated Fire Protection District of Los Angeles County (District). The State law pursuant to which both programs operate requires that your Board hold a public hearing for property owners whose properties will be assessed charges for hazardous vegetation enforcement or abatement.		
<b>PROGRAM</b>	Weed Abatement (Weed Hazard/Pest Management Bureau)		
<b>AUTHORIZES DELEGATED AUTHORITY TO DEPT</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
<b>SOLE SOURCE CONTRACT</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why:		
<b>DEADLINES/ TIME CONSTRAINTS</b>			
<b>COST &amp; FUNDING</b>	Total cost: \$ No NCC	Funding source: N/A	
	TERMS (if applicable): N/A		
	Explanation: Approval of this action will allow ACWM to recover its expenses for abatement costs, including clerical functions such as mailings, boundary determination, data entry, etc. It will allow the District to recover costs for abatement enforcement activities beyond the annual inspection program for property owners who fail to comply with two official notices to abate hazards.		
<b>PURPOSE OF REQUEST</b>	We are requesting that the Board of Supervisors:  1. Confirm the 2021-2022 ACWM hazardous vegetation abatement costs, in the total amount of \$ <u>XXXX</u> , that are to be assessed to owners of designated parcels of land.		

July 26, 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:

**HEARING ON 2021-2022 COUNTY OF LOS ANGELES HAZARDOUS  
VEGETATION/WEED ABATEMENT CHARGES  
(ALL DISTRICTS) (3-VOTES)**

**SUBJECT**

In Los Angeles County, abatement of hazardous vegetation (weeds, brush and neglected landscaping) and rubbish is primarily a joint enforcement and clearance effort between the Department of Agricultural Commissioner/Weights and Measures (ACWM) and the Consolidated Fire Protection District of Los Angeles County (District). The State law pursuant to which both programs operate requires that your Board hold a public hearing for property owners whose properties will be assessed charges for hazardous vegetation enforcement or abatement.

**IT IS RECOMMENDED THAT THE BOARD, ACTING AS THE GOVERNING BODY OF  
THE CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY  
AND AS THE BOARD OF SUPERVISORS:**

1. Confirm the 2021-2022 ACWM hazardous vegetation abatement costs, in the total amount of \$3,086,137.53, that are to be assessed to owners of designated parcels of land.
2. Confirm the 2021-2022 District hazardous vegetation abatement costs, in the total amount of \$81,840.00, that are to be assessed to owners of improved parcels.
3. Instruct the Auditor-Controller (A-C) to post the hazardous vegetation abatement costs as direct assessments against the respective parcels of land as they appear on the current property tax assessment roll.

**PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

Annual abatement of hazardous vegetation is a critical component of the overall fire prevention infrastructure throughout most of Los Angeles County.

Your Board's confirmation of hazardous vegetation and rubbish abatement and enforcement charges enables ACWM and the District to recover costs from properties upon which such costs were incurred in performing hazardous vegetation or rubbish abatement and enforcement actions, as authorized by State Law.

The properties, which are both improved and unimproved (vacant), were declared by prior Board resolution to contain or have the potential to contain public nuisances due to hazardous vegetation or rubbish.

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

This action supports the County Strategic Plan through the following strategies:

- Goal II – Foster Vibrant and Resilient Communities - Strategy II.2: Support the Wellness of Our Communities – Removal of overgrown weeds, neglected vegetation and illegal dumping contributes to the health and safety of residents within many of the County's diverse communities.
- Goal III – Realizing Tomorrow's Government Today - Strategy III.3: Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability: Conducting nuisance abatement pursuant to the statutory authority of the California Health and Safety Code allows ACWM and the District to respond to hazards posed by weeds, brush, and rubbish more quickly and effectively than when using other nuisance abatement procedures. It also allows complete cost recovery for ACWM's role in this critical public safety function, and the District to recover costs for its enforcement efforts.

### **FISCAL IMPACT/FINANCING**

There is no impact on net County cost.

Approval of this action will allow ACWM to recover its expenses for abatement costs, including clerical functions such as mailings, boundary determination, data entry, etc. It will allow the District to recover costs for abatement enforcement activities beyond the annual inspection program for property owners who fail to comply with two official notices to abate hazards.

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

Properties identified by inspection to contain weeds, brush, neglected landscaping, or rubbish in violation of the Los Angeles County Fire Code Sections 325.2.1-325.2.2., or upon which these same items were otherwise a public nuisance, were the subject of enforcement actions or direct abatement activities pursuant to the authority of the California Health and Safety Code (Code) Sections 13879 and 14875 through 14922, inclusive. The Code requires the Board to pass a resolution declaring the public nuisance and hold a Public Hearing, which took place in January and March of 2022, respectively.

In addition, Section 14905 of the Code requires ACWM and the District to keep an account of the cost of abatement on each separate parcel of land and render an itemized report (Report), in writing, to your Board. Attached are the itemized Reports for ACWM and the District.

Pursuant to Section 14906 of the Code, before the Report is submitted to your Board for confirmation, a copy must be posted for at least three days on or near the Board's chamber door with a notice of the time when it will be submitted to your Board for public hearing on confirmation.

Once confirmed by your Board, a copy of the Report must be submitted to the A-C on or before August 10, 2022. The A-C will enter the amounts of the respective assessments against the respective parcels of land as they appear on the current assessment roll.

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

The recovery of costs incurred from enforcement or abatement of hazardous vegetation and rubbish is vital for the ongoing related operations for both ACWM and the District.

Respectfully submitted,

KURT E. FLOREN  
Agricultural Commissioner  
Director of Weights and Measures

DARYL L. OSBY, FIRE CHIEF  
FORESTER AND FIRE WARDEN

KEF/DLO:AZ:mm

Enclosures

c: Chief Executive Officer  
Executive Officer, Board of Supervisors  
County Counsel  
Auditor-Controller

	<p>2. Confirm the 2021-2022 District hazardous vegetation abatement costs, in the total amount of \$ <u>XXXX</u>, that are to be assessed to owners of improved parcels.</p> <p>3. Instruct the Auditor-Controller (A-C) to post the hazardous vegetation abatement costs as direct assessments against the respective parcels of land as they appear on the current property tax assessment roll.</p>
<b>BACKGROUND</b> (include internal/external issues that may exist including any related motions)	<p>Annual abatement of hazardous vegetation is a critical component of the overall fire prevention infrastructure throughout most of Los Angeles County.</p> <p>Your Board's confirmation of hazardous vegetation and rubbish abatement and enforcement charges enables ACWM and the District to recover costs from properties upon which such costs were incurred in performing hazardous vegetation or rubbish abatement and enforcement actions, as authorized by State Law.</p> <p>The properties, which are both improved and unimproved (vacant), were declared by prior Board resolution to contain or have the potential to contain public nuisances due to hazardous vegetation or rubbish.</p>
<b>EQUITY INDEX OR LENS WAS UTILIZED</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:
<b>SUPPORTS ONE OF THE NINE BOARD PRIORITIES</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please state which one(s) and explain how:
<b>DEPARTMENTAL CONTACTS</b>	Name, Title, Phone # & Email: <b>KURT E. FLOREN</b> Agricultural Commissioner/ Director of Weights and Measures (626) 575-5451 <a href="mailto:KFloren@acwm.lacounty.gov">KFloren@acwm.lacounty.gov</a>



STATE OF CALIFORNIA       )  
  )  
  )SS  
  )  
COUNTY OF LOS ANGELES    )

ADRIAN ZAVALA, Deputy Director/Bureau Chief of the Department of Agricultural Commissioner/Weights and Measures of the County of Los Angeles, being duly sworn, says:

That on or before the 19th day of July 2022, he posted or caused to be posted, on or near the chamber door of the Board of Supervisors of the County of Los Angeles, a copy of his report of the cost of weed abatement on each and all of the properties described in the list hereto attached, of which the annexed is a true copy thereof, setting the 26th day of July 2022, at 9:30 a.m., as the date upon which said report is to be submitted to the Board of Supervisors of the County of Los Angeles for confirmation.

By   
ADRIAN ZAVALA  
Deputy Director, Bureau Chief

SUBSCRIBED AND SWORN TO BEFORE ME  
This 26th day of July, 2022

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

By \_\_\_\_\_  
Deputy



REPORT ON THE COST OF HAZARDOUS VEGETATION ABATEMENT  
TO THE BOARD OF SUPERVISORS  
OF THE COUNTY OF LOS ANGELES

Dear Supervisors:

Pursuant to an order heretofore made by your Honorable Board instructing the Agricultural Commissioner/Director of Weights and Measures to abate noxious weeds, brush, or rubbish under the provisions of Division 12 of the California Health and Safety Code, Sections 13879, and 14875 to 14922, inclusive, we respectfully submit for confirmation by your Honorable Board on July 26, 2022, at 9:30 a.m., the following report on the cost of abating such noxious weeds on each separate lot or parcel of land, showing the cost of removing such weeds on each separate lot or parcel of land, or in front thereof, or both, to-wit:

(see attached)

Respectfully submitted,



KURT E. FLOREN  
Agricultural Commissioner  
Director of Weights and Measures

STATE OF CALIFORNIA       )  
  )  
  )SS  
COUNTY OF LOS ANGELES    )

RON DURBIN, Chief, Forestry Division of the Consolidated Fire Protection District  
of Los Angeles County, being duly sworn says:

That on or before the 19th day of July 2022, he posted or caused to be posted, on  
or near the chamber door of the Board of Supervisors of the County of Los Angeles, and  
on the internet, the cost of hazardous vegetation abatement services for each and every  
parcel described in the report titled "Abatement Enforcement Cost Changes." A true and  
correct copy thereof is attached hereto, with a notice stating that the 26th day of July  
2022, at 9:30 a.m., is the date and time upon which said report is to be submitted to the  
Board of Supervisors of the County of Los Angeles for confirmation.

By   
Ron Durbin  
Chief Forestry Division

SUBSCRIBE AND SWORN TO BEFORE ME  
This 26th day of July 2022

CELIA ZAVALA, EXECUTIVE OFFICER  
Executive Office of the Board of Supervisors  
Of the County of Los Angeles

By \_\_\_\_\_  
Deputy

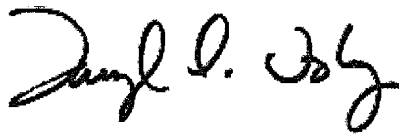
REPORT ON HAZARD VEGETATION ABATEMENT COST  
TO THE BOARD OF SUPERVISORS  
OF THE COUNTY OF LOS ANGELES

Dear Supervisors:

Pursuant to an order heretofore made by you Honorable Board instructing the Consolidation Fire Protection District of Los Angeles County to enforce abatement of hazardous brush, dry grass, weeds, combustible growth or flammable vegetation, to include native and ornamental vegetation, under the provision of Part 5, Division 12, of the California Health and Safety Code, Section 14875 to 14922, inclusive, we respectfully submit for confirmation by your Honorable Board on July 26th, 2022, at 9:30 a.m., the following report on the cost of hazardous vegetation abatement showing the cost of hazardous vegetation abatement on each separate lot or parcel of land, to-wit:

(see attached report titled "ABATEMENT ENFORCEMENT COST CHARGES")

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Daryl L. Osby", written in a cursive style.

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DARYL L. OSBY, FIRE CHIEF

# County of Los Angeles Weed Abatement Charges - FY 2020-21

Key = 2 parcel records only. Report totals on last page.

AIN	Zone	City Code	Charges	AIN	Zone	City Code	Charges	AIN	Zone	City Code	Charges
2006001005	07	804	42.55	2006010026	07	804	42.55	2006014009	07	804	42.55
2006003001	07	804	42.55	2006010035	07	804	42.55	2006014017	07	804	42.55
2006003002	07	804	42.55	2006011010	07	804	42.55	2006014018	07	804	42.55
2006003003	07	804	42.55	2006011011	07	804	42.55	2006014034	07	804	42.55
2006003004	07	804	42.55	2006012001	07	804	42.55	2006014038	07	804	42.55
2006003005	07	804	42.55	2006012002	07	804	42.55	2006015002	07	804	42.55
2006003006	07	804	42.55	2006012003	07	804	42.55	2006015005	07	804	42.55
2006003007	07	804	42.55	2006012004	07	804	42.55	2006015006	07	804	42.55
2006003008	07	804	42.55	2006012005	07	804	42.55	2006015007	07	804	42.55
2006003009	07	804	42.55	2006012006	07	804	42.55	2006015008	07	804	42.55
2006003019	07	804	42.55	2006012007	07	804	42.55	2006015010	07	804	42.55
2006003020	07	804	42.55	2006012008	07	804	42.55	2006015017	07	804	42.55
2006003021	07	804	42.55	2006012020	07	804	42.55	2006017004	07	804	42.55
2006003022	07	804	42.55	2006012021	07	804	42.55	2006017005	07	804	42.55
2006003023	07	804	42.55	2006012022	07	804	42.55	2006017006	07	804	42.55
2006005031	07	804	42.55	2006012023	07	804	42.55	2006017007	07	804	42.55
2006006029	07	804	42.55	2006012024	07	804	42.55	2006017008	07	804	42.55
2006006031	07	804	42.55	2006012025	07	804	42.55	2006017009	07	804	42.55
2006006036	07	804	42.55	2006012026	07	804	42.55	2006017021	07	804	42.55
2006006041	07	804	42.55	2006013001	07	804	42.55	2006017022	07	804	42.55
2006007023	07	804	42.55	2006013002	07	804	42.55	2006017027	07	804	42.55
2006007024	07	804	42.55	2006013003	07	804	42.55	2006017028	07	804	42.55
2006007038	07	804	42.55	2006013023	07	804	42.55	2006017029	07	804	42.55
2006007039	07	804	42.55	2006013024	07	804	42.55	2006017030	07	804	42.55
2006008001	07	804	42.55	2006013025	07	804	42.55	2006017034	07	804	42.55
2006008002	07	804	42.55	2006013026	07	804	42.55	2006019003	07	804	42.55
2006008030	07	804	42.55	2006013027	07	804	42.55	2006019013	07	804	42.55
2006008031	07	804	42.55	2006014001	07	804	42.55	2006019015	07	804	42.55
2006009038	07	804	42.55	2006014002	07	804	42.55	2006019016	07	804	42.55
2006009039	07	804	42.55	2006014003	07	804	42.55	2006019017	07	804	42.55
2006010021	07	804	42.55	2006014004	07	804	42.55	2006019018	07	804	42.55
2006010022	07	804	42.55	2006014005	07	804	42.55	2006019019	07	804	42.55
2006010023	07	804	42.55	2006014006	07	804	42.55	2006020005	07	804	42.55
2006010024	07	804	42.55	2006014007	07	804	42.55	2006020006	07	804	42.55
2006010025	07	804	42.55	2006014008	07	804	42.55	2006020007	07	804	42.55



AIN	Zone	City Code	Charges	AIN	Zone	City Code	Charges
8722014017	03	760	42.55	8722028037	03	760	42.55
8722014020	03	760	42.55	8722028038	03	760	42.55
8722014021	03	760	42.55	8722028039	03	760	42.55
8722014022	03	760	42.55	8727014025	03	000	42.55
8722014042	03	760	42.55	8728018038	03	000	42.55
8722014043	03	760	42.55	8728023003	03	000	42.55
8722015009	03	760	560.36	8734041043	03	760	42.55
8722015015	03	760	42.55	8735026169	03	760	42.55
8722015016	03	760	42.55	8735026170	03	760	42.55
8722015019	03	760	902.33	8741001003	03	000	42.55
8722015032	03	760	647.63	8741001045	03	000	42.55
8722015054	03	760	1011.39	8760002010	03	000	42.55
8722015055	03	760	1371.76	8760003018	03	293	42.55
8722017016	03	760	42.55	8761012015	03	814	42.55
8722017017	03	760	42.55	8761012016	03	814	42.55
8722019025	03	760	42.55	8761012017	03	814	42.55
8722019033	03	760	42.55	8761015013	03	814	42.55
8722020001	03	760	42.55	8761026028	03	814	42.55
8722020015	03	760	42.55	8761026031	03	814	2287.93
8722020021	03	760	42.55	8762030031	03	160	42.55
8722020026	03	760	42.55	8763004008	03	160	42.55
8722020027	03	760	42.55	8763028001	03	160	42.55
8722020028	03	760	42.55	8764006003	03	000	1316.34
8722020029	03	760	42.55	8764006004	03	000	1304.51
8722020047	03	760	42.55	8764021003	03	000	42.55
8722020050	03	760	42.55	8764023013	03	000	42.55
8722020053	03	760	42.55	8764024027	03	000	42.55
8722021008	03	760	42.55	8765001006	03	160	42.55
8722021009	03	760	42.55	8765004055	03	160	42.55
8722021029	03	760	42.55	8765005007	03	160	42.55
8722021032	03	760	42.55	8765005013	03	160	42.55
8722021033	03	760	42.55	8765008001	03	160	42.55
8722021040	03	760	42.55	8765023005	03	160	42.55
8722021041	03	760	42.55	8765024013	03	160	42.55
8722021060	03	760	42.55	8765024084	03	160	42.55
8722021078	03	760	42.55				
8722022059	03	760	42.55				

**Parcels** 23,709

**Total Charges:** 3,086,137.53

**LOS ANGELES COUNTY FIRE DEPARTMENT  
ABATEMENT ENFORCEMENT COST CHARGES - 07/01/2021  
2020-2021**

MAPBOOK	PAGE	PARCEL	CHARGES
2057	017	001	1023.00
2063	013	049	1023.00
2821	014	030	1023.00
2821	019	037	1023.00
2865	035	010	1023.00
3047	012	002	1023.00
3047	016	029	1023.00
3048	003	027	1023.00
3053	032	010	1023.00
3054	025	026	1023.00
3056	008	031	1023.00
3056	011	039	1023.00
3056	029	011	1023.00
3057	017	004	1023.00
3058	003	003	1023.00
3058	015	023	1023.00
3058	016	002	1023.00
3208	032	072	1023.00
3209	015	023	1023.00
3212	006	021	1023.00
3213	016	025	1023.00
3213	034	002	1023.00
3217	004	037	1023.00
3217	005	040	1023.00
3217	012	014	1023.00
3217	013	003	1023.00
3217	013	014	1023.00
3223	011	028	1023.00
3223	004	015	1023.00
4434	007	013	1023.00
4436	015	011	1023.00
4442	013	003	1023.00
4446	001	013	1023.00
4450	011	034	1023.00
4455	014	018	1023.00
4460	011	009	1023.00
4468	005	026	1023.00
5810	019	035	1023.00
5822	006	005	1023.00
5822	017	010	1023.00
5862	010	003	1023.00
5862	010	005	1023.00
5868	012	026	1023.00
5870	027	020	1023.00
7554	003	011	1023.00

*Sampler*



**LOS ANGELES COUNTY FIRE DEPARTMENT  
ABATEMENT ENFORCEMENT COST CHARGES - 07/01/2021  
2020-2021**

MAPBOOK	PAGE	PARCEL	CHARGES
7567	017	033	1023.00
7567	017	043	1023.00
7568	017	025	1023.00
8120	015	032	1023.00
8126	018	001	1023.00
8126	029	001	1023.00
8205	019	011	1023.00
8221	006	023	1023.00
8221	029	006	1023.00
8221	030	008	1023.00
8221	032	007	1023.00
8221	033	005	1023.00
8221	033	007	1023.00
8221	033	008	1023.00
8221	039	001	1023.00
8293	040	014	1023.00
8293	040	045	1023.00
8360	026	013	1023.00
8382	018	027	1023.00
8395	025	020	1023.00
8395	035	045	1023.00
8447	032	039	1023.00
8448	029	068	1023.00
8527	026	033	1023.00
8636	031	033	1023.00
8670	001	003	1023.00
8673	029	028	1023.00
8678	016	016	1023.00
8701	033	002	1023.00
8709	071	009	1023.00
8710	026	033	1023.00
8710	029	001	1023.00
8713	030	002	1023.00
8722	010	046	1023.00
8722	012	049	1023.00

<b>TOTAL NUMBER OF PARCELS CHARGED:</b>	<b>80</b>
<b>TOTAL CHARGES:</b>	<b>\$81,840.00</b>

# BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

<b>CLUSTER AGENDA REVIEW DATE</b>	7/13/2022	
<b>BOARD MEETING DATE</b>	7/26/2022	
<b>SUPERVISORIAL DISTRICT AFFECTED</b>	<input type="checkbox"/> All <input type="checkbox"/> 1 <sup>st</sup> <input type="checkbox"/> 2 <sup>nd</sup> <input type="checkbox"/> 3 <sup>rd</sup> <input type="checkbox"/> 4 <sup>th</sup> <input checked="" type="checkbox"/> 5 <sup>th</sup>	
<b>DEPARTMENT(S)</b>	Department of Parks and Recreation	
<b>SUBJECT</b>	APPROVE EXTENSION OF A LICENSE AGREEMENT FOR THE AQUATIC SAFETY PROGRAM AT THE BOATING INSTRUCTION AND SAFETY CENTER WITHIN THE WARREN M. DORN COMPLEX AT CASTAIC LAKE RECREATION AREA, AGREEMENT NUMBER 10342	
<b>PROGRAM</b>	Land Lease Agreement	
<b>AUTHORIZES DELEGATED AUTHORITY TO DEPT</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
<b>SOLE SOURCE CONTRACT</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why:	
<b>DEADLINES/ TIME CONSTRAINTS</b>	Contract Expiration Date is July 31, 2022. Amendment to extend the agreement must be executed prior to July 31, 2022.	
<b>COST &amp; FUNDING (REVENUE TO THE COUNTY)</b>	Total Annual Revenue:	Funding source: N/A
	\$ 20,606 TERMS (if applicable): The Department of Parks and Recreation is requesting the Board's approval and authorization to execute Amendment Number Two to Agreement Number 10342 to extend the term of the Agreement with the California State University at Northridge for an additional one year, with the option of 12 additional month-to-month periods for a maximum of 24 months.	
<b>PURPOSE OF REQUEST</b>	The Department of Parks and Recreation is requesting the Board's approval and authorization to execute Amendment Number Two to Agreement Number 10342 to extend the term of the Agreement with the California State University at Northridge for an additional one year, with the option of 12 additional month-to-month periods for a maximum of 24 months, to allow the County and the State to complete negotiations for a new operating agreement with the State of California. The Department will complete the competitive solicitation process for a new license agreement in alignment with the Operating Agreement to ensure the continued operation of the Aquatic Safety Program at the Boating Instruction and Safety Center at Castaic Lake State Recreation Area.	
<b>BACKGROUND (include internal/external issues that may exist including any related motions)</b>	The County and the State of California (State) entered into an Operating Agreement Number 15764 (Operating Agreement), dated November 18, 1969, for a period of 50 years, with an expiration date of November 17, 2019. The Operating Agreement allows Parks and Recreation to provide	

	<p>recreational activities and to maintain and control Castaic Lake State Recreation Area (Castaic Lake). On November 5, 2019, the Board of Supervisors (Board) authorized the Director of Parks and Recreation (Director) to execute an extension letter with the State extending the Operating Agreement on a month-to-month basis for a period not to exceed 24 months, through November 17, 2021. Furthermore, on November 2, 2021, the Board authorized the extension of the Operating Agreement for an additional one year, with an additional month-to-month holdover not to exceed 12 months, for a total of two years, expiring November 17, 2023, in order to complete negotiations with the State for a new agreement.</p> <p>Pursuant to the Operating Agreement with the State, on August 1, 2012, the Board authorized the Director to execute License Agreement Number 10342 (License Agreement) with the California State University of Northridge (CSUN) for a term of 10 years for the use of the Boating Instruction and Safety Center (BISC), located within the Warren M. Dorn Complex at Castaic Lake to conduct instructional academic classes in boating instruction and water safety.</p> <p>On January 3, 2022, pursuant to the Board's July 21, 2020, authorization for the implementation of economic relief measures due to the COVID-19 pandemic, the County and CSUN executed Amendment Number One to mitigate the economic impacts to CSUN caused by mandatory closures of non-essential businesses due the COVID-19 pandemic.</p> <p>Approval of the recommended action to will allow the execution of Amendment Number Two to extend the License Agreement for an additional two years to allow the County and the State to complete negotiations for a new Operating Agreement. The Department will complete the competitive solicitation process for a new license agreement in alignment with the Operating Agreement to ensure the continued operation of the Aquatic Safety Program at the BISC at Castaic Lake.</p>
<b>EQUITY INDEX OR LENS WAS UTILIZED</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:
<b>SUPPORTS ONE OF THE NINE BOARD PRIORITIES</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please state which one(s) and explain how:
<b>DEPARTMENTAL CONTACTS</b>	Name, Title, Phone # & Email: RUBEN LOPEZ, CHIEF OF CONTRACTS AND PROCUREMENT DIVISION (626) 588-5300, <a href="mailto:rlopez@parks.lacounty.gov">rlopez@parks.lacounty.gov</a> BRENDA TOVAR, CONTRACTS SECTION HEAD (626) 588-5272, <a href="mailto:btovar@parks.lacounty.gov">btovar@parks.lacounty.gov</a>



COUNTY OF LOS ANGELES  
DEPARTMENT OF PARKS AND RECREATION

*"Parks Make Life Better!"*

Norma E. García-González, Director

Alina Bokde, Chief Deputy Director

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

Dear Supervisors:

**APPROVE EXTENSION OF A LICENSE AGREEMENT  
FOR THE AQUATIC SAFETY PROGRAM AT THE BOATING INSTRUCTION  
AND SAFETY CENTER WITHIN THE WARREN M. DORN COMPLEX AT  
CASTAIC LAKE RECREATION AREA  
AGREEMENT NUMBER 10342  
(SUPERVISORIAL DISTRICT 5) (3-VOTES)**

**SUBJECT**

The Department of Parks and Recreation is requesting the Board's approval and authorization to execute Amendment Number Two to Agreement Number 10342 to extend the term of the Agreement with the California State University at Northridge for an additional one year, with the option of 12 additional month-to-month periods for a maximum of 24 months, to allow the County and the State to complete negotiations for a new operating agreement with the State of California. The Department of Parks and Recreation will complete the competitive solicitation process for a new license agreement to ensure the continued operation of the Aquatic Safety Program at the Boating Instruction and Safety Center in alignment with the Operating Agreement with the State of California for the Castaic Lake State Recreation Area.

**IT IS RECOMMENDED THAT YOUR BOARD:**

1. Find that the proposed approval of the extension of the current Agreement Number 10342 is not a project under the California Environmental Quality Act for the reasons stated in this Board letter and in the record of the agreement extension.
2. Authorize the Director of Parks and Recreation, or her designee, to execute Amendment Number Two to extend Agreement Number 10342 with the California State University of Northridge for an additional one year, with the option of 12 additional month-to-month periods for a maximum of 24 months, for the continued

operations of Aquatic Safety Program at the Boating Instruction and Safety Center at Castaic Lake Recreation Area.

3. Authorize the Director of the Department of Parks and Recreation to amend, suspend, terminate or assign this License Agreement, if deemed necessary, in accordance with the approved items and conditions of the License Agreement.

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

The County and the State of California (State) entered into an Operating Agreement Number 15764 (Operating Agreement), dated November 18, 1969, for a period of 50 years, with an expiration date of November 17, 2019. The Operating Agreement allows Parks and Recreation to provide recreational activities including, but not limited to hiking, mountain biking, overnight camping, picnicking, recreational events, boating activities, fishing, water skiing, other water recreational activities and to maintain and control Castaic Lake State Recreation Area (Castaic Lake). On November 5, 2019, the Board of Supervisors (Board) authorized the Director of Parks and Recreation (Director) to execute an extension letter with the State extending the Operating Agreement on a month-to-month basis for a period not to exceed 24 months, through November 17, 2021. Furthermore, on November 2, 2021, the Board authorized the extension of the Operating Agreement for an additional one year, with an additional month-to-month holdover not to exceed 12 months, for a total of two years expiring November 17, 2023, in order to complete negotiations with the State for a new agreement.

Pursuant to the Operating Agreement with the State, on August 1, 2012, the Board authorized the Director to execute License Agreement Number 10342 (License Agreement) with the California State University of Northridge (CSUN) for a term of 10 years for the use of the Boating Instruction and Safety Center (BISC), located within the Warren M. Dorn Complex at Castaic Lake to conduct instructional academic classes in boating instruction and water safety.

On January 3, 2022, pursuant to the Board's July 21, 2020, authorization for the implementation of economic relief measures due to the COVID-19 pandemic, the County and CSUN executed Amendment Number One to mitigate the economic impacts to CSUN caused by mandatory closures of non-essential businesses due the COVID-19 pandemic.

Approval of the recommended action will allow the execution of Amendment Number Two to extend the License Agreement for an additional two years to allow the County and the State to complete negotiations for a new Operating Agreement. The Department will complete the competitive solicitation process for a new license agreement in alignment with the Operating Agreement to ensure the continued operation of the Aquatic Safety Program at the BISC at Castaic Lake.

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

The recommended actions uphold the County's Strategic Plan Goals of Supporting the Wellness of our Communities by expanding the local tax base and increasing revenue for the Department (Goal II.2), and Pursuing Operational Effectiveness, Fiscal Responsibility and Accountability (Goal III.3) by increasing the Department's public/private partnerships and maximizing the use of County assets (Goal III.3.2).

### **FISCAL IMPACT/FINANCING**

In consideration of the recommended action CSUN will continue to pay the County the annual amount of \$20,606, a utility payment of \$12,000 per year for the cost of electricity for the operation of the Aquatic Safety Program at the BISC and a minimum of twelve percent (12%) of its gross revenue from its Summer Youth Camp Program.

The County's maintenance of the BISC exterior and interior areas will be offset by CSUN's rent payment.

### **OPERATING BUDGET IMPACT**

As a result of the recommended actions, there will be no negative impact on the Department's Operating Budget and the recommended action will generate an annual revenue of \$20,606 to its operating budget from rent received. The Department will also receive additional revenue beyond the aforementioned rent from its share of CSUN's Summer Youth Program fees as stated in the Fiscal Impact/Financing Section.

The Department will maintain this revenue in its Operating Budget to offset the costs resulting from the facility usage of CSUN's aquatic programs.

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

The County of Los Angeles, through its Department of Parks and Recreation, is authorized by the provision of Government Code Section 25907 to grant licenses and leases for the provision of parks and recreation related activities.

Approval of the recommended actions is consistent with said Government Code.

County Counsel has approved Amendment Number Two attached as to form.

### **ENVIRONMENTAL DOCUMENTATION**

The proposed approval of the License Agreement extension is categorically exempt from the California Environmental Quality Act (CEQA). The proposed action to extend the term of License Agreement Number 10342 with CSUN does not have significant effect on the environment in that it meets the criteria set forth in Section 15303(e) of the State CEQA

Honorable Board of Supervisors  
July 26, 2022  
Page 4

Guidelines and Class 3 (b) of the County's Environmental Document Reporting Procedures and Guidelines, Appendix G.

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

Approval of this action will ensure continued services by CSUN for the provision of water safety instruction and training to students and the general public through its programs at the BISC.

**CONCLUSION**

It is requested that two (2) adopted copies of the action taken by the Board be forwarded to the Department.

Should you have any questions please contact Ms. Brenda Tovar at (626) 588-5272 or [btovar@lacounty.parks.gov](mailto:btovar@lacounty.parks.gov), or Ruben Lopez at (626) 588- 5278 or [rlopez@parks.lacounty.gov](mailto:rlopez@parks.lacounty.gov), Kimberly Rios at (626) 588-5368 or [krios@parks.lacounty.gov](mailto:krios@parks.lacounty.gov).

Respectfully submitted,

Norma E. García-González  
Director

NEGG:AB:MR:RL:BT:AA:rc

Enclosure

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



**AMENDMENT NUMBER TWO TO AGREEMENT NUMBER 10342  
FOR THE OPERATION OF THE AQUATIC SAFETY PROGRAM AT THE BOATING  
INSTRUCTION AND SAFETY CENTER WITHIN WARREN M. DORN COMPLEX  
AT CASTAIC LAKE RECREATION AREA**

**THIS AMENDMENT NUMBER TWO TO AGREEMENT NUMBER 10342 FOR THE  
OPERATION OF THE AQUATIC SAFETY PROGRAM AT THE BOATING  
INSTRUCTION AND SAFETY CENTER WITHIN WARREN M. DORN COMPLEX AT  
CASTAIC LAKE RECREATION AREA, made and entered into this 5th**  
day of May, 2022.

BY AND BETWEEN THE

**COUNTY OF LOS ANGELES**, a body  
corporate and politic, hereinafter referred  
to as "**County**",

AND

**CALIFORNIA STATE UNIVERSITY AT  
NORTHRIDGE**, an agency of the State of  
California hereinafter referred to as "**CSUN**",

**RECITALS**

**WHEREAS**, the County and the State of California (State) entered into an  
Operating Agreement Number 15764, dated November 18, 1969, whereby the County  
agreed to operate, maintain and control Castaic Lake State Recreation Area (Castaic  
Lake); and

**WHEREAS**, pursuant to the Operating Agreement with the State, on  
August 1, 2012, the Board authorized the Director to execute License Agreement Number  
10342 (License Agreement) with CSUN for a term of ten (10) years for the use of the  
Boating Instruction and Safety Center (BISC), located within the Warren M. Dorn Complex  
at Castaic Lake to conduct instructional academic classes in boating instruction and water  
safety at the BISC; and

**WHEREAS**, on January 3, 2022, pursuant to the Board's July 21, 2020 authorization for the implementation of economic relief measures due to the COVID-19 pandemic, the County and CSUN executed Amendment Number One to mitigate the economic impacts to CSUN caused by mandatory closures of non-essential businesses due the COVID-19 pandemic and add the Counterparts and Electronic Signature provision to the existing agreement; and

**WHEREAS**, pursuant to the License Agreement Section 9.1, Agreement Enforcement and Amendment to the Agreement, the License Agreement may be modified only by further written agreement between the parties hereto; and

**WHEREAS**, the County and CSUN wish to extend the term of the License Agreement for an additional one (1) year, with the option of 12 additional month-to-month periods for a maximum of 24 months, to allow the County and the State to complete negotiations for a new Operating Agreement and provide the Department of Parks and Recreation the time necessary to complete the competitive solicitation process for a new License Agreement to ensure the continued operation of the Aquatic Safety Program at the BISC at Castaic Lake.

**NOW THEREFORE**, in consideration of the mutual promises, covenants and conditions set forth herein, the County and CSUN agree that the License Agreement between them shall be amended as follows:

**1.0** The **EXHIBITS** Section shall be amended to incorporate the following new exhibits:

Exhibit E - Licensee EEO Certification

Exhibit F - IRS Notice 1015

Exhibit G – Safely Surrendered Baby Law

Exhibit H – Certification of Compliance with Defaulted Property Tax Ordinance

Exhibit I – Defaulted Property Tax Ordinance

Exhibit J – Zero Tolerance Policy on Human Trafficking Certification

Exhibit K – Compliance with Fair Chance Employment Hiring Practices  
Certification

- Exhibit L – Contractor Acknowledgement and Confidentiality Agreement
- Exhibit M – Smoking Ban Ordinance
- Exhibit N – COVID-19 Vaccination Certification of Compliance
- Exhibit O – Department of Parks and Recreation Style Guide

**2.0** Section 4.0, **TERM**, is amended to add the following subsection:

- 4.4 The License Agreement term shall be extended for an additional one (1) year and an additional 12 month-to-month periods for a maximum of 24 months beginning on August 1, 2022, following Board of Supervisors approval.

**3.0** Add Section **9.26, COMPLIANCE WITH APPLICABLE LAWS**, as follows:

**9.26 COMPLIANCE WITH APPLICABLE LAWS**

9.26.1 In the performance of this License Agreement, Licensee shall comply with all applicable Federal, State and local laws, rules, regulations, ordinance, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this License Agreement are hereby incorporated herein by reference.

9.26.2 Licensee shall 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 Licensee, its officers, employees, agents, or sublicensees, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures. Any legal defense pursuant to Licensee's indemnification obligations under this Paragraph 9.26 shall be conducted by Licensee and performed by counsel selected by Licensee and approved by County. Notwithstanding the preceding

sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Licensee fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Licensee for all such costs and expenses incurred by County in doing so. Licensee shall 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, County's approval not to be unreasonably withheld or conditioned.

**4.0** Add Section **9.27, COMPLIANCE WITH CIVIL RIGHTS LAWS** as follows:

**9.27 COMPLIANCE WITH CIVIL RIGHTS LAWS**

Licensee 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 shall, 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 subject to discrimination under this License Agreement or under any project, program or activity supported by this License Agreement. The Licensee shall comply with Exhibit E – Licensee EEO certification.

**5.0** Add Section **9.28, DAMAGE TO COUNTY FACILITIES, BUILDINGS, OR GROUNDS**, as follows:

**9.28 DAMAGE TO COUNTY FACILITIES, BUILDINGS, OR GROUNDS**

9.28.1 The Licensee shall repair, or cause to be repaired, at its own costs, any and all damage to County facilities, buildings, or grounds caused by the Licensee or employees or agents of Licensee. Such repairs

shall be made immediately after the Licensee has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

9.28.2 If Licensee fails to make the repairs as required in 9.28.1 above, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by the Licensee by cash payment upon demand.

**6.0** Add Section **9.29, EMPLOYMENT ELIGIBILITY VERIFICATION** as follows:

**9.29 EMPLOYMENT ELIGIBILITY VERIFICATION**

9.29.1 Licensee 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 License Agreement meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. Licensee shall 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. Licensee shall retain such documentation for all covered employees for the period prescribed by law.

9.29.2 Licensee shall indemnify, defend, and hold harmless, the County, its officers and employees from employer sanctions and any other liability which may be assessed against Licensee or County or both in connection with any alleged violation by Licensee of federal statutes or regulations pertaining to the eligibility for employment of persons performing services under this License Agreement.

**7.0** Add Section **9.30, FORCE MAJEURE**, as follows:

### **9.30 FORCE MAJEURE**

9.30.1 Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this License Agreement, 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 sublicensees), 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 Subparagraph as "force majeure events").

9.30.2 Notwithstanding the foregoing, a default by sublicensees of Licensee shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both Licensee and such sublicensee, and without any fault or negligence of either of them. In such case, Licensee shall not be liable for failure to perform, unless the goods or services to be furnished by the sublicensee were obtainable from other sources in sufficient time to permit Licensee to meet the required performance schedule. As used in this Subparagraph, the terms "sublicensees" and "sublicensee" mean sublicensees at any tier.

9.30.3 In the event Licensee's failure to perform arises out of a force majeure event, Licensee 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.

**8.0** Add Section **9.31, GOVERNING LAW, JURISDICTION, AND VENUE** as follows:

### **9.31 GOVERNING LAW, JURISDICTION, AND VENUE**

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

**9.0** Add Section **9.32, INDEPENDENT LICENSEE STATUS**, as follows:

**9.32 INDEPENDENT LICENSEE STATUS**

- 9.32.1 This License Agreement is by and between the County and the Licensee and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Licensee. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.
- 9.32.2 The Licensee shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this License Agreement all compensation and benefits. The County shall 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 the Licensee.
- 9.32.3 The Licensee understands and agrees that all persons performing work pursuant to this License Agreement are, for purposes of Workers' Compensation liability, solely employees of the Licensee and not employees of the County. The Licensee shall 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 the Licensee pursuant to this Agreement.

**10.0 Add Section 9.33, LICENSEE’S WARRANTY OF ADHERENCE TO COUNTY’S CHILD SUPPORT COMPLIANCE PROGRAM, as follows:**

**9.33 LICENSEE’S WARRANTY OF ADHERENCE TO COUNTY’S CHILD SUPPORT COMPLIANCE PROGRAM**

9.33.1 The Licensee acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the 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 the County and its taxpayers.

9.33.2 As required by the County’s Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Licensee’s duty under this License Agreement to comply with all applicable provisions of law, the Licensee warrants that it is now in compliance and shall during the Term of this License Agreement 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 shall 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).

**11.0 Add Section 9.34, NON-EXCLUSIVITY, as follows:**

**9.34 NON-EXCLUSIVITY**

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Licensee. This License Agreement shall not restrict the Director from entering into agreements for similar, equal or like goods and/or services from other entities or sources.

**12.0 Add Section 9.35, NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT as follows:**

**9.35, NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT**

The Licensee shall notify its employees and shall require each sublicensee to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015. Exhibit F.

**13.0 Add Section 9.36, NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW, as follows:**

**9.36 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW**

The Licensee shall notify and provide to its employees and shall require each sublicensee 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 G of this License Agreement. Additional information is available at <https://lacounty.gov/residents/family-services/child-safety/safe-surrender/>.

**14.0 Add Section 9.37, PROBATION AGAINST INDUCEMENT OR PERSUASION, as follows:**

**9.37 PROBATION AGAINST INDUCEMENT OR PERSUASION**

Notwithstanding the above, the Licensee and the County agree that, during the Term of this License Agreement and for a period of one (1) year thereafter, neither party shall 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.

**15.0 Add Section 9.38, PUBLIC RECORDS ACT, as follows:**

**9.38 PUBLIC RECORDS ACT**

9.38.1 Any documents submitted by the Licensee; all information obtained in connection with the County's right to audit and inspect the licensee's documents, books, and accounting records, pursuant to Section 9.56, Record Retention and Inspection Audit Settlement, of this License Agreement become the exclusive property of the County. All such documents become a matter of public record and shall 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". The County shall 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.

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

**16.0** Add Section **9.39, PUBLICITY**, as follows:

**9.39 PUBLICITY**

9.39.1 The Licensee shall not disclose any details in connection with this License Agreement to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Licensee's need to identify its services and related clients to sustain itself, the County shall not inhibit the Licensee from publishing its role under this License Agreement within the following conditions:

- The Licensee shall develop all publicity material in a professional manner; and
- During the Term of this License Agreement, the Licensee shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the Director. The County shall not unreasonably withhold written consent.

9.39.2 The Licensee may, without the prior written consent of County, indicate in its proposals and sales materials that it contracts with the County of Los Angeles, provided that the requirements of this subparagraph 9.39 shall apply.

**17.0** Add Section **9.40, TERMINATION FOR BRACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM**, as follows:

**9.40 TERMINATION FOR BRACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM**

Failure of the Licensee to maintain compliance with the requirements set forth in subparagraph 9.33, Licensee's Warranty of Adherence to County's Child Support Compliance Program, shall constitute default under this

License Agreement. Without limiting the rights and remedies available to the County under any other provision of this License Agreement, failure of the Licensee to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the County may terminate this License pursuant to subparagraph 9.42, Termination for Default.

**18.0** Add Section **9.41, TERMINATION FOR CONVENIENCE; SUSPENSION**, as follows:

**9.41 TERMINATION FOR CONVENIENCE; SUSPENSION**

9.41.1 Termination for Convenience. This License Agreement may be terminated, in whole or in part from time to time, by County in its sole discretion, to be in its best interest. Termination of the License Agreement hereunder shall be effected by notice of termination for convenience to Lessee specifying the extent to which performance is terminated and the date upon which such termination shall become effective. The date upon which such termination becomes effective shall be no less than sixty (60) calendar days after notice.

9.41.2 Suspension. County, at its convenience, and without further liability, may suspend Licensee's performance under this License Agreement, in whole or in part, by written notice to Lessee from the Director specifying the effective date and extent of the suspension.

- a) Lessee shall immediately discontinue all services unless otherwise indicated by Director.
- b) In the event the entire License Agreement is suspended, and the period of suspension exceeds one (1) calendar year, this License Agreement may be deemed terminated for the convenience at the option of either party, upon written notice to the other party.

**19.0** Add Section **9.42, TERMINATION FOR DEFAULT**, as follows:

**9.42 TERMINATION FOR DEFAULT**

9.42.1 Occurrence of the following events shall constitute a default under this License Agreement if not cured to the satisfaction of the Director, within the applicable cure period set forth below (a "Default"). In the event of a Default, the County shall be entitled to pursue termination of this License Agreement as set forth in Section 9.42.2 below.

- The failure of Licensee to pay the amount due in Paragraph 5, Consideration, for the use granted herein in the manner and amount set forth hereinbefore, where such failure continues for thirty (30) calendar days after receipt of written notice of Licensee's failure to make the payment when due; or
- Licensee fails to comply with the terms of this License Agreement, where such failure continues for thirty (30) days after receipt of a written notice of Licensee's failure from County for correction thereof, provided that where fulfillment of such obligation requires activity over a period of time and Licensee shall have commenced to perform whatever may be required to cure a particular default within thirty (30) days after receipt of such notice and continues such performance diligently to completion, said time limit may be waived at the Director's Discretion.

9.42.2 Upon the occurrence of any one or more of the Defaults as described herein, this License Agreement shall be subject to cancellation by County. As a condition precedent to the Director cancelling, the Director shall give Licensee thirty (30) days prior written notice by personal service or by registered or certified mail of the grounds therefore and indicate that an opportunity to be heard thereon will be afforded prior to such action by the Director, if request is made therefore.

9.42.3 County shall have the right to effect cancellation of this License Agreement and recover from Licensee a) the balance of the unpaid rent at the time of the breach to which the County would be entitled during the remainder of the Initial Term or current Renewal Term of

this License Agreement, b) any damages to the Licensed Premises caused by the negligence or willful misconduct of Licensee, and c) reasonable attorney's fees and costs of suit in recovering any portion of the above amounts from Licensee.

9.42.4 Upon cancellation, County shall have the right to take possession of the Licensed Premises, and Licensee shall be entitled to and shall be obligated to remove its Air Quality Monitoring Stations therefrom and return the property to the condition prior to the construction of the Air Quality Monitoring Stations thereon.

9.42.5 The rights and remedies of the County provided in this subparagraph 9.42.5, shall not be exclusive and are in addition to any other rights and remedies provided by law or under this License Agreement.

9.42.6 Action by County to effectuate a cancellation and forfeiture of possession shall be without prejudice to the exercise of any other rights provided herein or by law to remedy a breach of this License Agreement.

9.42.7 In the event of a default by County of the terms and provisions of this License Agreement, in addition to any and all rights and remedies available to Licensee under law and equity, Licensee shall have the right to terminate this License Agreement upon thirty (30) days written notice to County.

**20.0** Add Section **9.43, VALIDITY**, as follows:

**9.43 VALIDITY**

If any provision of this License Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this License Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.

**21.0** Add Section **9.44, LICENSEE'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM**, as follows:



#### **9.44 LICENSEE'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

9.44.1 Licensee acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through License Agreement 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.

9.44.2 Unless Licensee qualifies for an exemption or exclusion, Licensee warrants and certifies that to the best of its knowledge it is now in compliance by completing Exhibit H and during the Term of this License Agreement will maintain compliance, with Los Angeles County Code Chapter 2.206 (Exhibit I).

**22.0 Add Section 9.45, TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM, as follows:**

#### **9.45, TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

Failure of Licensee to maintain compliance with the requirements set forth in Paragraph 9.44, "Licensee's Warranty of Compliance with County's Defaulted Property Tax Reduction Program", shall constitute default under this License Agreement. Without limiting the rights and remedies available to County under any other provision of this License Agreement, failure of Licensee to cure such default within ten (10) days of notice shall be grounds upon which County may terminate this License Agreement and/or pursue debarment of Licensee, pursuant to County Code Chapter 2.206. (Exhibit I).

**23.0** Add Section **9.46, TERMINATION FOR INSOLVENCY**, as follows:

**9.45 TERMINATION FOR INSOLVENCY**

9.46.1 The County may terminate this License Agreement forthwith in the event of the occurrence of any of the following:

- If Licensee is deemed to be insolvent. The Licensee shall 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 the Licensee is insolvent within the meaning of the Federal Bankruptcy Code;
- The filing of a voluntary or involuntary petition regarding the Licensee under the Federal Bankruptcy Code;
- The appointment of a Receiver or Trustee for the Licensee; or
- The execution by the Licensee of a general assignment for the benefit of creditors.

9.46.2 The rights and remedies of the County provided in this subparagraph 9.46 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this License Agreement.

**24.0** Add Section **9.47, TIME OFF FOR VOTING**, as follows:

**9.47 TIME OFF FOR VOTING**

The Licensee shall notify its employees and shall require each Sublicensee 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 every statewide election, every Licensee and Sublicensees shall 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.

- 25.0** Add Section **9.48, COMPLIANCE WITH COUNTY’S ZERO TOLERANCE POLICY ON HUMAN TRAFFICKING**, as follows:

**9.48 COMPLIANCE WITH COUNTY’S ZERO TOLERANCE POLICY ON HUMAN TRAFFICKING**

Licensee acknowledges that the County has established a Zero Tolerance Policy on Human Trafficking prohibiting Licensees from engaging in human trafficking (Exhibit J).

If a Licensee or member of Licensee’s staff is convicted of a human trafficking offense, the County shall require that the Licensee or member of Licensee’s staff be removed immediately from performing services under the Agreement. 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 Licensee’s staff pursuant to this paragraph shall not relieve Licensee of its obligation to complete all work in accordance with the terms and conditions of this License Agreement.

- 26.0** Add Section **9.49, COMPLIANCE WITH FAIR CHANCE EMPLOYMENT PRACTICES**, as follows:

**9.49 COMPLIANCE WITH FAIR CHANCE EMPLOYMENT PRACTICES**

Licensee shall comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Employment Discrimination: Conviction History, Exhibit K. Licensee violation of this paragraph of the License Agreement may constitute a material breach of the License Agreement. In the event of such material breach, County may, in its sole discretion, terminate the License Agreement.

- 27.0** Add Section **9.50, COMPLIANCE WITH THE COUNTY POLICY OF EQUITY**, as follows:

**9.50 COMPLIANCE WITH THE COUNTY POLICY OF EQUITY**

The Licensee acknowledges that the 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.bos.lacounty.gov/pdf/PolicyOfEquity.pdf>). The Licensee further acknowledges that the 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. The Licensee, its employees and Sublicensees acknowledge and certify receipt and understanding of the CPOE. Failure of the Licensee, its employees or its Sublicensees to uphold the County's expectations of a workplace free from harassment and discrimination, including inappropriate conduct based on a protected characteristic, may subject the Licensee to termination of contractual agreements as well as civil liability.

**28.0** Add Section **9.51, CONFIDENTIALITY**, as follows:

#### **9.51 CONFIDENTIALITY**

9.51.1 Licensee shall 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.

9.51.2 Licensee shall 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 Licensee, its officers, employees, agents, or Sublicensees, to comply with this Paragraph 9.51, as determined by County in its sole judgment. Any legal

defense pursuant to Licensee's indemnification obligations under this Paragraph 9.51 shall be conducted by Licensee and performed by counsel selected by Licensee and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Licensee fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from Licensee for all such costs and expenses incurred by County in doing so. Licensee shall 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.

9.51.3 Licensee shall inform all of its officers, employees, agents and Sublicensees providing services hereunder of the confidentiality provisions of this License Agreement. Licensee shall sign and adhere to the provisions of the "Contractor Acknowledgement and Confidentiality Agreement", Exhibit L.

**29.0** Add Section **9.52, CONTRACT ENFORCEMENT**, as follows:

**9.52 CONTRACT ENFORCEMENT**

9.52.1 The Director shall be responsible for the enforcement of this License Agreement on behalf of the County and shall be assisted therein by those officers and employees of the County having duties in connection with the administration thereof.

9.52.2 Any officers and/or authorized employees of the County may enter upon the Licensed Premises at any time for the purpose of determining whether or not Licensee is complying with the terms and conditions hereof, or for any other purpose incidental to the rights of County within the Licensed Premises.

9.52.3 In the event the County commences legal proceedings for the enforcement of this License Agreement or recovery of the Licensed Premises herein, Licensee does hereby agree to pay any sum which may be awarded to the County by the Court for attorney's fees and costs incurred in the action brought thereon.

**30.0** Add Section **9.53, CANCELLATION**, as follows:

### **9.53 CANCELLATION**

9.53.1 Upon the occurrence of any one or more of the events of default hereinafter described in Subparagraph 9.60, Events of Default, this License Agreement shall be subject to cancellation. As a condition precedent thereto, the Director shall give Licensee ten (10) days' notice by registered or certified mail of the date set for cancellation thereof; the grounds therefore; and that an opportunity to be heard thereon will be afforded on or before said date, if request is made therefore.

9.53.2 Upon cancellation, the County shall have the right to take possession of the Licensed Premises, including all improvements, equipment, and inventory located thereon, and use same for the purpose of satisfying and/or mitigating all damages arising from a breach of this License Agreement.

9.53.3 Action by the County to effectuate a cancellation and forfeiture of possession shall be without prejudice to the exercise of any other rights provided herein or by law to remedy a breach of this License Agreement.

9.53.4 In the event that, following service of the Notice of Cancellation of this License Agreement under the provisions of this clause, it is determined for any reason that the Licensee was not in default under the provisions of this clause, that the default was excusable under provisions of this clause, or Licensee has, to the satisfaction of the

Director, cured any default, the Director shall issue, within five (5) business days, a rescission of the Notice of Cancellation, and the rights and obligations of the parties shall be the same as if the Notice of Cancellation had not been issued.

**31.0** Add Section **9.54, TAXES AND ASSESSMENTS**, as follows:

#### **9.54 TAXES AND ASSESSMENTS**

9.54.1 The property interest conveyed herein may be subject to real property taxation and/or assessment thereon, and in the event thereof, Licensee shall pay before delinquency all lawful taxes, including, but not limited to possessory interest taxes, assessments, fees or charges which at any time may be levied by the State, County, City or any other tax or assessment-levying body upon the Licensed Premises and any improvements located thereon.

9.54.2 Licensee shall also pay all taxes, assessments, fees and charges on goods, merchandise, fixtures, appliances and equipment owned or used therein.

**32.0** Add Section **9.55, CONTRACT ALERT REPORTING DATABASE**, as follows:

#### **9.55 CONTRACT ALERT REPORTING DATABASE**

The County maintains databases that track/monitor Licensee performance history. Information entered into such database may be used for a variety of purposes, including determining whether the County will exercise a License Agreement term extension option.

**33.0** Add Section **9.56, RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT**, as follows:

#### **9.56 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT**

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

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

9.56.2.1 Failure on the part of the Licensee to comply with any of the provisions of this Subparagraph 9.56 shall constitute a



material breach of this License Agreement upon which the County may terminate or suspend this License Agreement.

9.56.3 If, at any time during the term of this License Agreement or within five (5) years after the expiration or termination of this License Agreement, representatives of the County conduct an audit of the Licensee regarding this License Agreement, and if such audit finds that Licensee's liability to the County is less than the payments made by Licensee, then the difference shall be either: a) repaid by the Licensee to the County by cash payment upon demand or b) deducted from the Security Deposit retained by County.

**34.0** Add Section **9.57, COMPLIANCE WITH COUNTY'S SMOKING BAN ORDINANCE** as follows:

**9.57 COMPLIANCE WITH COUNTY'S SMOKING BAN ORDINANCE**

This License Agreement is subject to the provisions of the County's ordinance entitled Los Angeles County Code Title 17, Parks, Beaches, and Other Public Places, prohibiting smoking at County Parks ("Smoking Ban Ordinance") as codified in Sections 17.04.185 through 17.04.650 of the Los Angeles County Code. See Exhibit M.

**35.0** Add Section **9.58, MAJOR AGREEMENT PROVISIONS AND REQUIREMENTS**, as follows:

**9.58 MAJOR AGREEMENT PROVISIONS AND REQUIREMENTS**

This License Agreement and the Exhibits hereto; constitute the complete and exclusive statement of understanding between the parties, and supersedes all previous agreements, written and oral, and all communications between the parties relating to the subject matter of this License Agreement. No changes to this License Agreement shall be valid unless prepared pursuant to Section 9.1, Agreement Enforcement and Amendments to the Agreement, and signed by both parties.

**36.0** Add Section **9.59, WARRANTY AGAINST CONTINGENT FEES**, as follows:

**9.59 WARRANTY AGAINST CONTINGENT FEES**

- 9.59.1 The Licensee warrants that no person or selling agency has been employed or retained to solicit or secure this License Agreement upon any agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Licensee for the purpose of securing business.
- 9.59.2 For breach of this warranty, the County shall have the right to terminate this License Agreement and, at its sole discretion, deduct from the License Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

**37.0** Add Section **9.60, EVENTS OF DEFAULT**, as follows:

**9.60 EVENTS OF DEFAULT**

- 9.60.1 The failure of Licensee to punctually pay or make the payments required herein when due, where the delinquency continues beyond ten (10) days following written notice for payment thereof.
- 9.60.2 The failure of Licensee to operate in the manner required by this License Agreement, where such failure continues for more than ten (10) days after written notice from the Director to correct the condition.
- 9.60.3 The failure to maintain the Licensed Premises and the improvements constructed thereon in the state of repair required herein, and in a clean, sanitary, safe and satisfactory condition, where such failure continues for more than ten (10) days after written notice from the Director to correct the condition.

9.60.4 The failure of Licensee to keep, perform and observe all of the other promises, covenants, conditions and agreements set forth in this License Agreement, where such failure continues for more than thirty (30) days after written notice from the Director for correction thereof, provided that where fulfillment of such obligation requires activity over a period of time and Licensee shall have commenced to perform whatever may be required to cure the particular default within ten (10) days after such notice and continues such performance diligently, said time limit may be waived in the manner and to the extent allowed by the Director.

9.60.5 Determination by the County, the California Fair Employment and Housing Commission, or the Federal Equal Employment Opportunity Commission of discrimination having been practiced by Licensee in violation of State and/or Federal laws thereon.

9.60.6 Failure of Licensee to keep, perform and observe all other promises, covenants, conditions and agreements set forth herein.

**38.0 Add Section 9.61, COVID-19 VACCINATIONS OF COUNT CONTRACT PERSONNEL** as follows:

**9.61 COVID-19 VACCINATIONS OF COUNT CONTRACT PERSONNEL**

9.61.1 At Contractor's sole cost, Contractor shall 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").

9.61.2 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").

9.61.3 Prior to assigning Contractor Personnel to perform In-Person Services, Contractor shall 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 shall 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 shall 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.

9.61.4 Contractor shall 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.

9.61.5 In addition to complying with the requirements of this section, Contractor shall also comply with all other applicable local, departmental, State, and federal laws, regulations and requirements

for COVID-19. A completed Exhibit N (COVID-19 Vaccination Certification of Compliance) is a required part of any agreement with the County. See Exhibit N.

**39.0** Add Section **9.62, ADVERTISING MATERIALS, PUBLICITY, CREDIT IN PROMOTIONAL MATERIAL, AND LOGOS** as follows:

**9.62 ADVERTISING MATERIALS, PUBLICITY, CREDIT IN PROMOTIONAL MATERIALS, AND LOGOS**

9.62.1 Licensee shall not promulgate nor cause to be distributed any advertising or promotional materials unless prior written approval thereof is obtained from the Director or Designee. Such materials include, but are not limited to, advertising in newspapers, magazines and trade journals, and radio and/or television commercials, websites, social media, or electronic discounts. Said approval should not be unreasonably withheld or delayed.

9.62.2 Advertisement outside the Licensee's scope of services under this agreement is prohibited.

9.62.3 For any event/program being held or provided in a Department park or facility, Licensee agrees that any advertising or promotional materials promulgated in relation to said event/program shall indicate that such event/program is taking place in County parkland as follows "the Name of Facility (e.g. Castaic Lake Recreation Area) is a park owned or operated by the County of Los Angeles Department of Parks and Recreation" or any derivative thereof. For events/programs that are held or provided in collaboration, association, or partnership with the County and/or Department, Licensee agrees that any advertising or promotional materials promulgated in relation to said events/programs shall also indicate that such event/program is "in collaboration, association, or

partnership with the County of Los Angeles Department of Parks and Recreation.”

Departmental and/or Supervisorial District Logos shall be displayed in all related materials when required by the Department and displayed in a prominent position as approved by the Director or Designee and as described in Section 9.62.4 below. Additionally, if the Licensee maintains a website to promote the services or the events/programs that are provided or will be provided under the agreement, the website shall give credit to the Department and/or County as provided herein and, to the extent possible, contain a link to the Department’s website at <https://parks.lacounty.gov>.

9.62.4 When hosting events/programs within the Demised Premise or any other County parkland Licensee shall coordinate with the Department to promote the event in the Department’s various platforms, as determined by and at the sole discretion of Department. Additionally, the Licensee shall promote County-sponsored events on their website and through social media outlets, as required by the Department, when such events will take place within the Demised Premise.

9.62.5 When required and approved by the Director or Designee, Licensee must use approved logos and other content. Each logo must meet the style (e.g., design, color, typography) and placement as provided by the most recent *County of Los Angeles Department of Parks and Recreation Style Guide* (Exhibit O).

### **39.0 RATIFICATION**

All other terms, conditions, covenants and promises of the Agreement not affected by this Amendment Number Two shall remain in full force and effect and are hereby reaffirmed.

### **40.0 EFFECTIVE DATE**

The effective date of this Amendment Number Two shall be the date, month, and year first written above.



**IN WITNESS WHEREOF**, CSUN has executed this Amendment Number Two, or caused it to be duly executed and the County of Los Angeles, by order of its Board of Supervisors has caused this Agreement to be executed on its behalf by the Director of the Department of Parks and Recreation thereof, the day and year first above written.

**COUNTY OF LOS ANGELES**

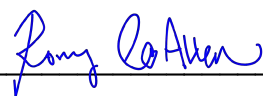
By \_\_\_\_\_  
NORMA GARCÍA-GONZÁLEZ, Director  
Department of Parks and Recreation

**CONCESSIONAIRE**  
**California State of University at Northridge**

By Deborah Flugum  
Deborah A. Flugum  
Director and Chief Procurement Officer,  
Purchasing & Contract Administration

**APPROVED AS TO FORM:**

DAWYN R. HARRISON  
Acting County Counsel

By   
Deputy County Counsel

# BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

<b>CLUSTER AGENDA REVIEW DATE</b>	7/13/2022	
<b>BOARD MEETING DATE</b>	8/2/2022	
<b>SUPERVISORIAL DISTRICT AFFECTED</b>	<input type="checkbox"/> All <input type="checkbox"/> 1 <sup>st</sup> <input type="checkbox"/> 2 <sup>nd</sup> <input type="checkbox"/> 3 <sup>rd</sup> <input type="checkbox"/> 4 <sup>th</sup> <input checked="" type="checkbox"/> 5 <sup>th</sup>	
<b>DEPARTMENT(S)</b>	Public Works	
<b>SUBJECT</b>	Approval of the final maps for Tracts 61105-31 through 61105-37 (Mission Village) in the unincorporated community of Stevenson Ranch.	
<b>PROGRAM</b>	N/A	
<b>AUTHORIZES DELEGATED AUTHORITY TO DEPT</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
<b>SOLE SOURCE CONTRACT</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why:	
<b>DEADLINES/ TIME CONSTRAINTS</b>	None	
<b>COST &amp; FUNDING</b>	Total cost: \$0	Funding source: N/A
	TERMS (if applicable): N/A	
	Explanation: N/A	
<b>PURPOSE OF REQUEST</b>	Public Works is seeking Board approval of the final maps for Tracts 61105-31 through 61105-37 (Mission Village) in the County unincorporated community of Stevenson Ranch and acceptance of grants and dedications as indicated on the final maps.	
<b>BACKGROUND (include internal/external issues that may exist including any related motions)</b>	<p>The Planning Director approved a substantial conformance review to a vesting tentative tract map for this subdivision on March 28, 2019. The subdivider has complied with all requirements imposed as a condition of the approval of the tentative map, and the final maps are in substantial conformance with the approved tentative map.</p> <p>Pursuant to the State Subdivision Map Act, a local agency must approve a final map if the subdivider has complied with all applicable requirements of State and local law and the legislative body finds that the final maps are in substantial conformance with the approved tentative map.</p> <p>The grants and dedications, as indicated on the final maps, are necessary for construction and maintenance of public infrastructure required by the County for this development.</p>	
<b>EQUITY INDEX OR LENS WAS UTILIZED</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:	
<b>SUPPORTS ONE OF THE NINE BOARD PRIORITIES</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please state which one(s) and explain how: This Board agenda items supports the Board Priority of Sustainability/Homelessness by creating needed housing in the Stevenson Ranch area and generates future property tax revenue.	
<b>DEPARTMENTAL CONTACTS</b>	Name, Title, Phone # & Email: Rossana D'Antonio, Deputy Director, (626) 458-4004, cell phone (626) 476-4234, <a href="mailto:rdanton@pw.lacounty.gov">rdanton@pw.lacounty.gov</a> .	



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

August 2, 2022

DRAFT

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, CA 90012  
Draft 1

Dear Supervisors:

**DEVELOPMENT SERVICES CORE SERVICE AREA  
APPROVAL OF THE FINAL MAPS FOR  
TRACTS 61105-31 THROUGH 61105-37 AND ACCEPTANCE  
OF GRANTS AND DEDICATIONS IN CONNECTION THEREWITH IN  
UNINCORPORATED STEVENSON RANCH  
(SUPERVISORIAL DISTRICT 5)  
(3 VOTES)**

**SUBJECT**

Public Works is seeking Board approval of the final maps for Tracts 61105-31 through 61105-37 (Mission Village) in County unincorporated community of Stevenson Ranch and acceptance of grants and dedications as indicated on the final maps.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Find that the approval of the final maps for Tracts 61105-31 through 61105-37 (Mission Village) are categorically exempt from the California Environmental Quality Act for the reasons stated in this Board letter.
2. Make findings as follows:
  - a. That the proposed subdivision complies with the applicable requirements and conditions imposed pursuant to the State Subdivision Map Act (Government Code Section 66410, et seq.) and the County of Los Angeles Subdivision Ordinance (Title 21) and is in substantial conformance with the Substantial Conformance Review to Vesting Tentative Tract Map No. 61105 previously approved by the Regional Planning Director (Planning Director) on March 28, 2019.

DRAFT

- b. That division and development of the property, in the manner set forth on the approved tentative map for this subdivision, will not unreasonably interfere with the free and complete exercise of any rights of way or easements owned by any public entity and/or public utility in accordance with Government Code Section 66436(a)(3)(a)(i) of the State Subdivision Map Act.
3. Approve the final maps for Tracts 61105-31 through 61105-37 (Mission Village).
4. Accept grants and dedications as indicated on the final maps for Tracts 61105-31 through 61105-37 (Mission Village).

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

The purpose of the recommended action is to approve the final maps for Tracts 61105-31 through 61105-37 (Mission Village) (enclosed). The proposed final maps consist of 95.9 acres and will create 109 single-family residential lots, 272 condominium units, 23 open-space lots, 2 recreational lots, and 1 private driveway and fire lane lot.

The Planning Director approved a substantial conformance review to a vesting tentative tract map for this subdivision on March 28, 2019. The subdivider has complied with all requirements imposed as a condition of the approval of the tentative map, and the final maps are in substantial conformance with the approved tentative map.

Pursuant to the State Subdivision Map Act, a local agency must approve a final map if the subdivider has complied with all applicable requirements of State and local law and the legislative body finds that the final map is in substantial conformance with the approved tentative map.

The grants and dedications, as indicated on the final maps, are necessary for construction and maintenance of public infrastructure required by the County for this development.

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

These recommendations support the County Strategic Plan: Strategy III.3, Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability. The recommended action allows the County to record the final maps, which will maximize property tax revenue.

DRAFT

### **FISCAL IMPACT/FINANCING**

There will be no adverse impact to the County General Fund. The 109 single-family residential lots and 272 condominium units created by the recordation of these final maps will generate additional property tax revenue that is shared by all taxing entities.

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

The approval of the final maps is subject to provisions of the State Subdivision Map Act [Government Code Sections 66410, et seq.; 66458(a); 66473; 66474.1; 66436(a)(3)(A)(i); and 66427.1(A)], which states that a legislative body shall not deny approval of a final map if it has previously approved a tentative map for the proposed subdivision and finds that the final maps are in substantial conformance with the previously approved tentative map.

The final maps have been reviewed by Public Works for mathematical accuracy, survey analysis, title information, and for compliance with local ordinances and the State Subdivision Map Act. Public Works' review indicates that the subdivision is substantially the same as it appears on the approved tentative map, that all State and local provisions and legal requirements have been met on these final maps, and that the final maps are technically correct.

All agreements and improvement securities, which were required as a condition of the approval of the final maps, have been accepted on behalf of the County by the appropriate official.

### **ENVIRONMENTAL DOCUMENTATION**

On May 19, 2011, the Board approved and certified the Final Environmental Impact Report for Vesting Tentative Tract Map 61105, which was completed in compliance with the California Environmental Quality Act (CEQA) and the State and County CEQA guidelines. The Board certified the 2017 Final Recirculated Analysis on July 18, 2017, and the Planning Director approved an addendum to the Final Environmental Impact Report on March 28, 2019, and found no substantial evidence that the project will have a significant effect on the environment.

The proposed actions to approve the final subdivision maps are ministerial actions and are thereby exempt from CEQA by Section 15268(b)(3) of the CEQA Guidelines and 21080(b)(1) of the Public Resources Code.

DRAFT

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

There will be no negative impact on current County services or projects as a result of approving the final maps for Tracts 61105-31 through 61105-37.

**CONCLUSION**

Please return one adopted copy of this letter to Public Works, Land Development Division.

Respectfully submitted,

MARK PESTRELLA, PE  
Director of Public Works





MP:AVV:tb

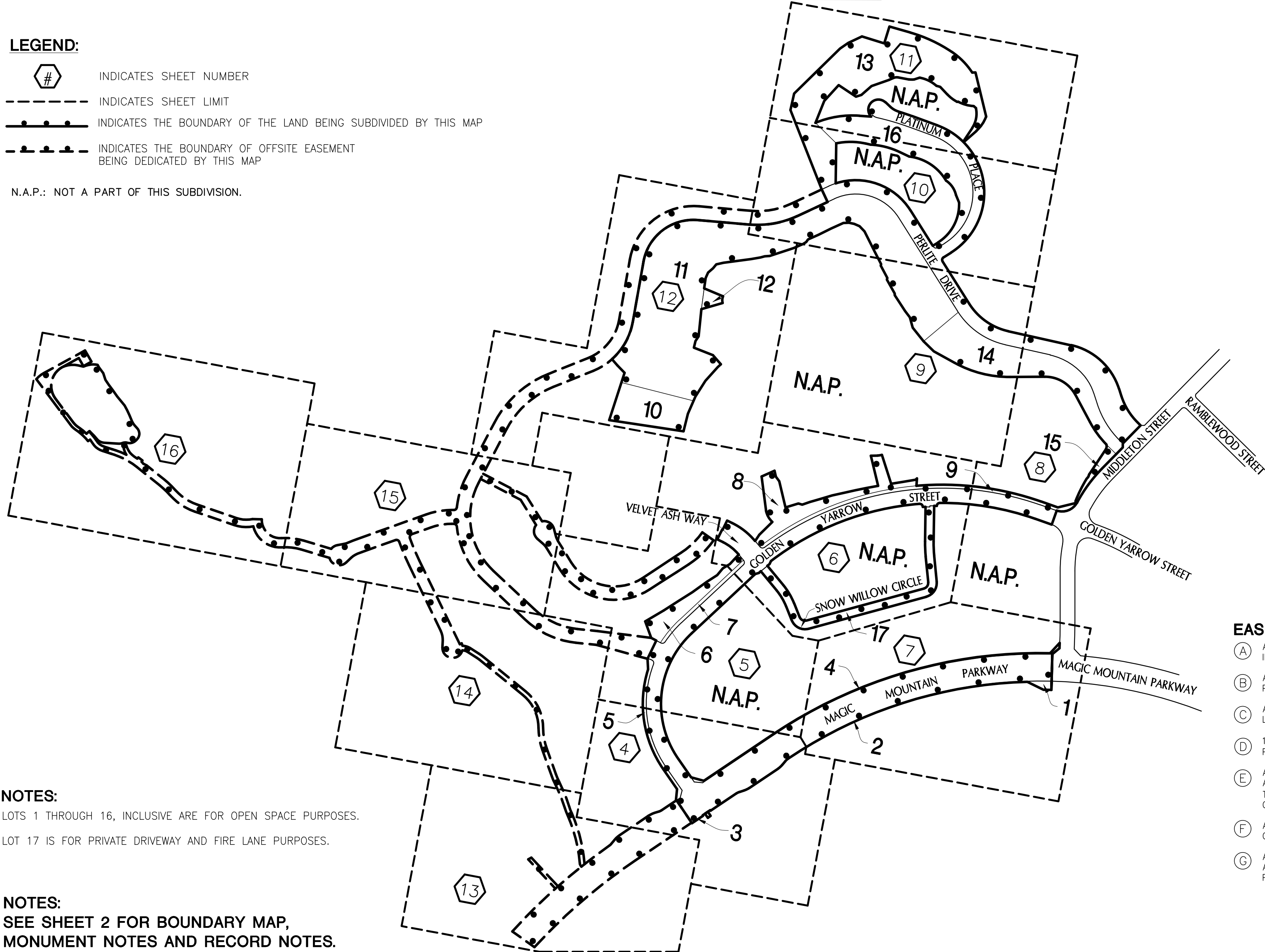
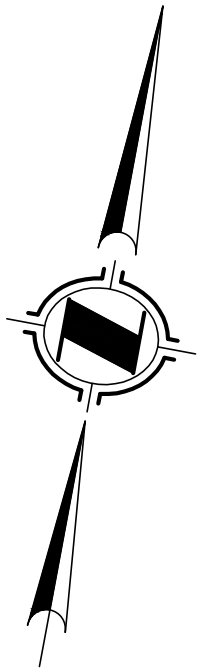
Enclosure

c: Chief Executive Office (Chia-Ann Yen)  
County Counsel  
Executive Office  
Department of Regional Planning

VESTING  
TRACT NO. 61105-31  
IN THE UNINCORPORATED TERRITORY OF THE COUNTY OF LOS ANGELES,  
STATE OF CALIFORNIA  
INDEX MAP

LEGEND:

-  INDICATES SHEET NUMBER
-  INDICATES SHEET LIMIT
-  INDICATES THE BOUNDARY OF THE LAND BEING SUBDIVIDED BY THIS MAP
-  INDICATES THE BOUNDARY OF OFFSITE EASEMENT BEING DEDICATED BY THIS MAP
- N.A.P.: NOT A PART OF THIS SUBDIVISION.



NOTES:

LOTS 1 THROUGH 16, INCLUSIVE ARE FOR OPEN SPACE PURPOSES.  
LOT 17 IS FOR PRIVATE DRIVEWAY AND FIRE LANE PURPOSES.

NOTES:

SEE SHEET 2 FOR BOUNDARY MAP,  
MONUMENT NOTES AND RECORD NOTES.

EASEMENT NOTES:

- (A) AN EASEMENT TO THE COUNTY OF LOS ANGELES FOR SANITARY SEWER AND INGRESS AND EGRESS PURPOSES.
- (B) AN EASEMENT TO THE COUNTY OF LOS ANGELES FOR AIR SPACE VISIBILITY PURPOSES.
- (C) AN EASEMENT FOR VEHICULAR AND PEDESTRIAN INGRESS AND EGRESS, AND FIRE LANE PURPOSES, RESERVED HEREON TO BE GRANTED BY SEPARATE DOCUMENT.
- (D) 10' WIDE EASEMENT TO THE COUNTY OF LOS ANGELES FOR SANITARY SEWER PURPOSES.
- (E) AN EASEMENT TO THE COUNTY OF LOS ANGELES FOR COVERED STORM DRAIN, APPURTENANT STRUCTURES AND INGRESS AND EGRESS PURPOSES TOGETHER WITH THE RIGHT TO ASSIGN AND TRANSFER SUCH EASEMENT(S) TO THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT, A BODY CORPORATE AND POLITIC.
- (F) AN EASEMENT FOR INGRESS AND EGRESS PURPOSES RESERVED HEREON TO BE GRANTED BY SEPARATE DOCUMENT.
- (G) AN EASEMENT TO THE COUNTY OF LOS ANGELES FOR COVERED STORM DRAIN, APPURTENANT STRUCTURES AND INGRESS AND EGRESS FOR WATER QUALITY PURPOSES.

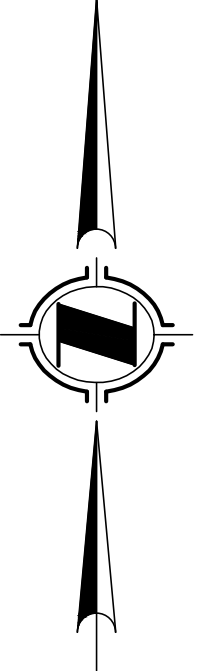
SCALE: 1" = 50'

LEGEND:

INDICATES THE BOUNDARY OF THE LAND BEING SUBDIVIDED BY THIS MAP.

INDICATES THE BOUNDARY OF OFFSITE EASEMENT BEING DEDICATED BY THIS MAP

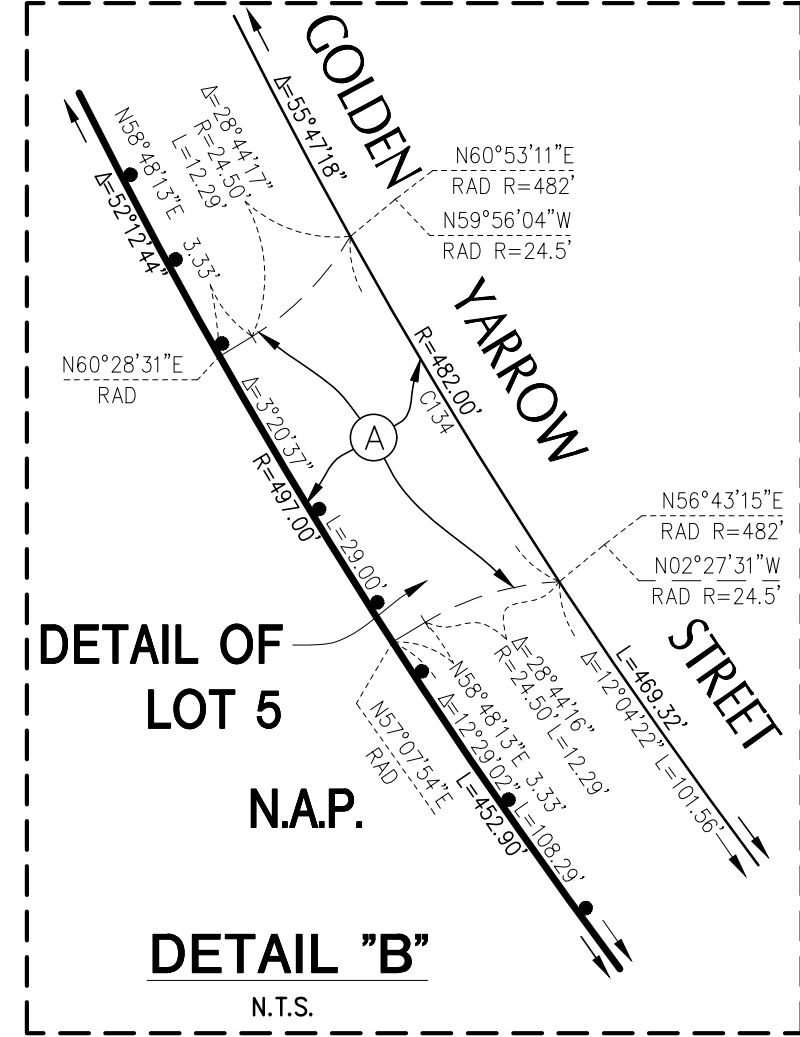
N.A.P.: NOT A PART OF THIS SUBDIVISION.



N.A.P.

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C11	16°53'53"	56.00'	16.52'
C12	16°53'53"	82.00'	24.18'
C36	16°53'53"	53.00'	15.63'
C37	16°53'53"	85.00'	25.07'
C134	4°09'56"	482.00'	35.04'

LINE TABLE		
LINE	BEARING	LENGTH
L20	N85°15'59"W	57.01'
L24	N45°31'49"E	6.02'
L25	N28°37'56"E	20.78'
L26	N62°25'43"E	20.78'
L58	N44°28'16"W	3.00'
L59	N45°31'49"E	40.00'
L60	N45°21'08"W	23.89'



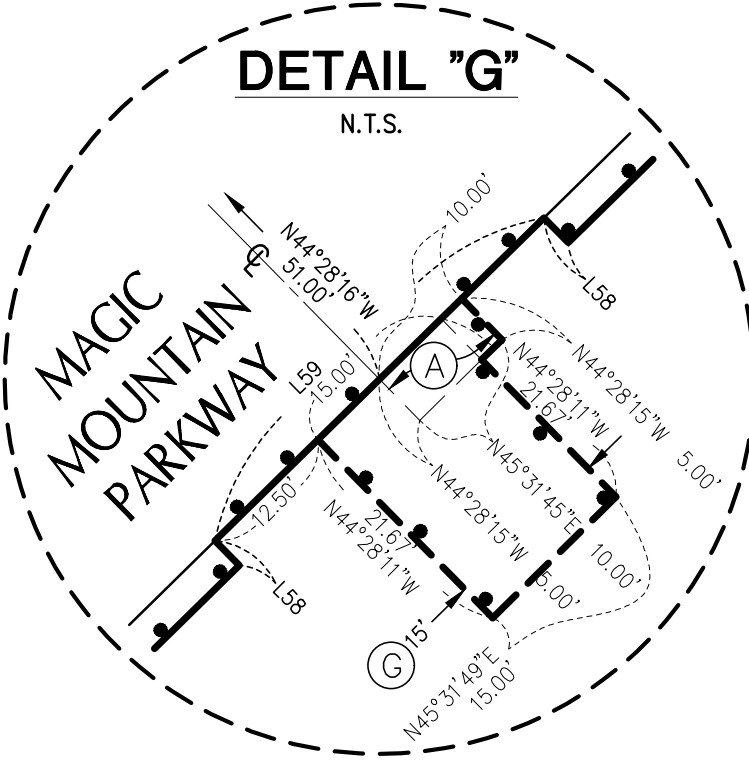
VESTING  
TRACT NO. 61105-31

IN THE UNINCORPORATED TERRITORY OF THE COUNTY OF LOS ANGELES,  
STATE OF CALIFORNIA

SEE SHEET 5

DETAIL "G"

N.T.S.



DETAIL OF LOT 4  
(OPEN SPACE)  
7,823 S.F.

DETAIL OF LOT 5  
(OPEN SPACE)  
10,217 S.F.

SEE DETAIL "B" HEREON

N.A.P.

DETAIL OF LOT 2  
(OPEN SPACE)  
4,535 S.F.

N.A.P.

SEE SHEET 2 FOR BOUNDARY  
MAP, MONUMENT NOTES AND  
RECORD NOTES.  
SEE SHEET 3 FOR INDEX MAP,  
EASEMENT NOTES AND NOTES.

SEE SHEET 13

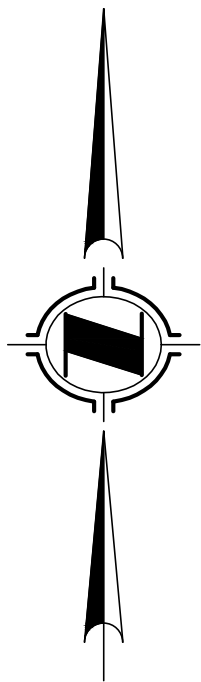
SEE SHEET 7



LEGEND:

- #

INDICATES SHEET NUMBER
- INDICATES SHEET LIMIT
- INDICATES THE BOUNDARY OF THE LAND BEING SUBDIVIDED BY THIS MAP



TRACT NO. 61105-32

IN THE UNINCORPORATED TERRITORY OF THE COUNTY OF LOS ANGELES,  
STATE OF CALIFORNIA

INDEX MAP



NOTE:  
LOT 19 IS FOR OPEN SPACE PURPOSES.

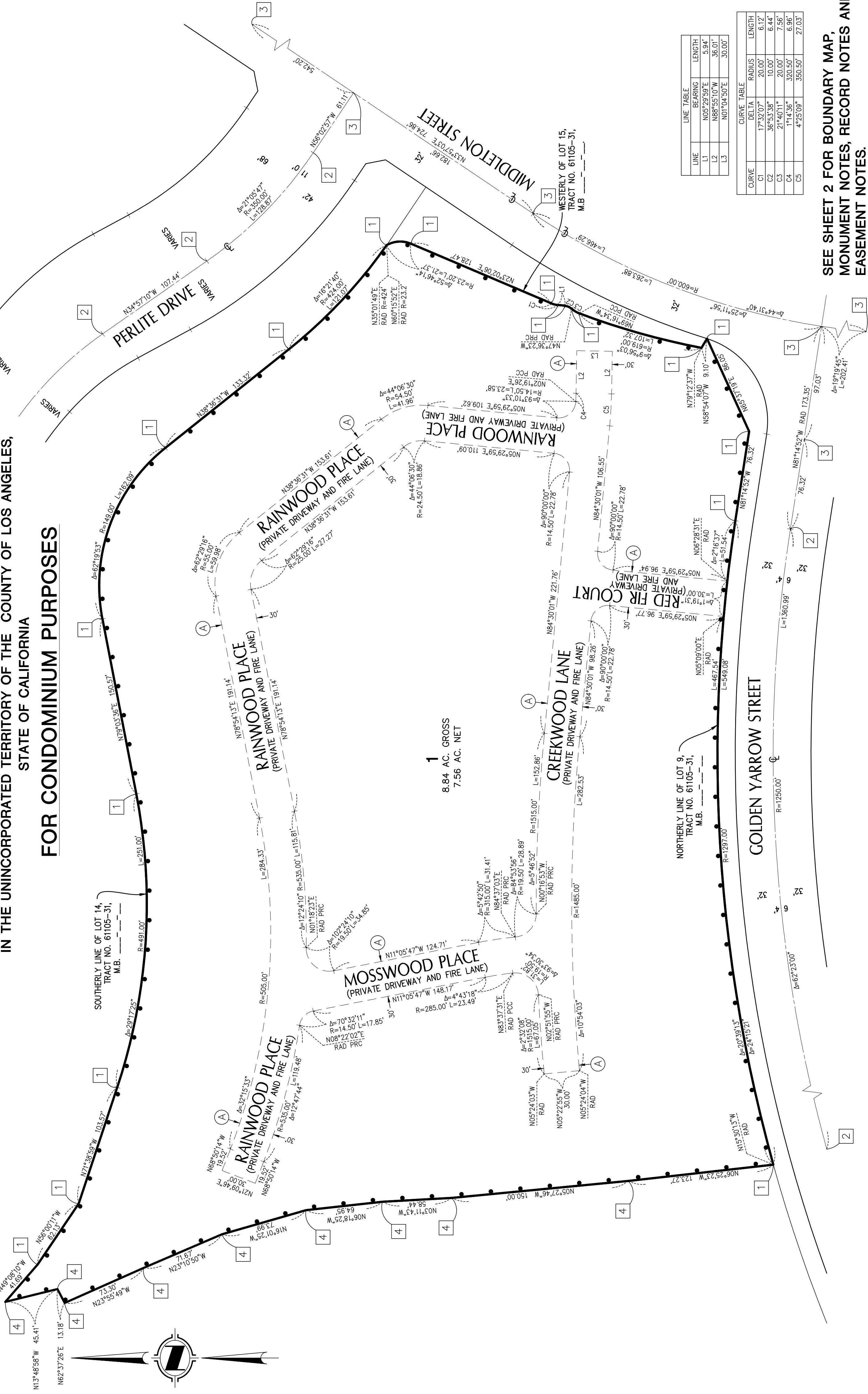
NOTES:  
SEE SHEET 1 FOR NOTES.  
SEE SHEET 2 FOR MONUMENT NOTES AND RECORD NOTES.

# VESTING

**LEGEND:**

INDICATES THE BOUNDARY OF THE LAND BEING SUBDIVIDED BY THIS MAP

**VESTING**  
**TRACT NO. 61105-33**  
**IN THE UNINCORPORATED TERRITORY OF THE COUNTY OF LOS ANGELES,**  
**STATE OF CALIFORNIA**  
**FOR CONDOMINIUM PURPOSES**

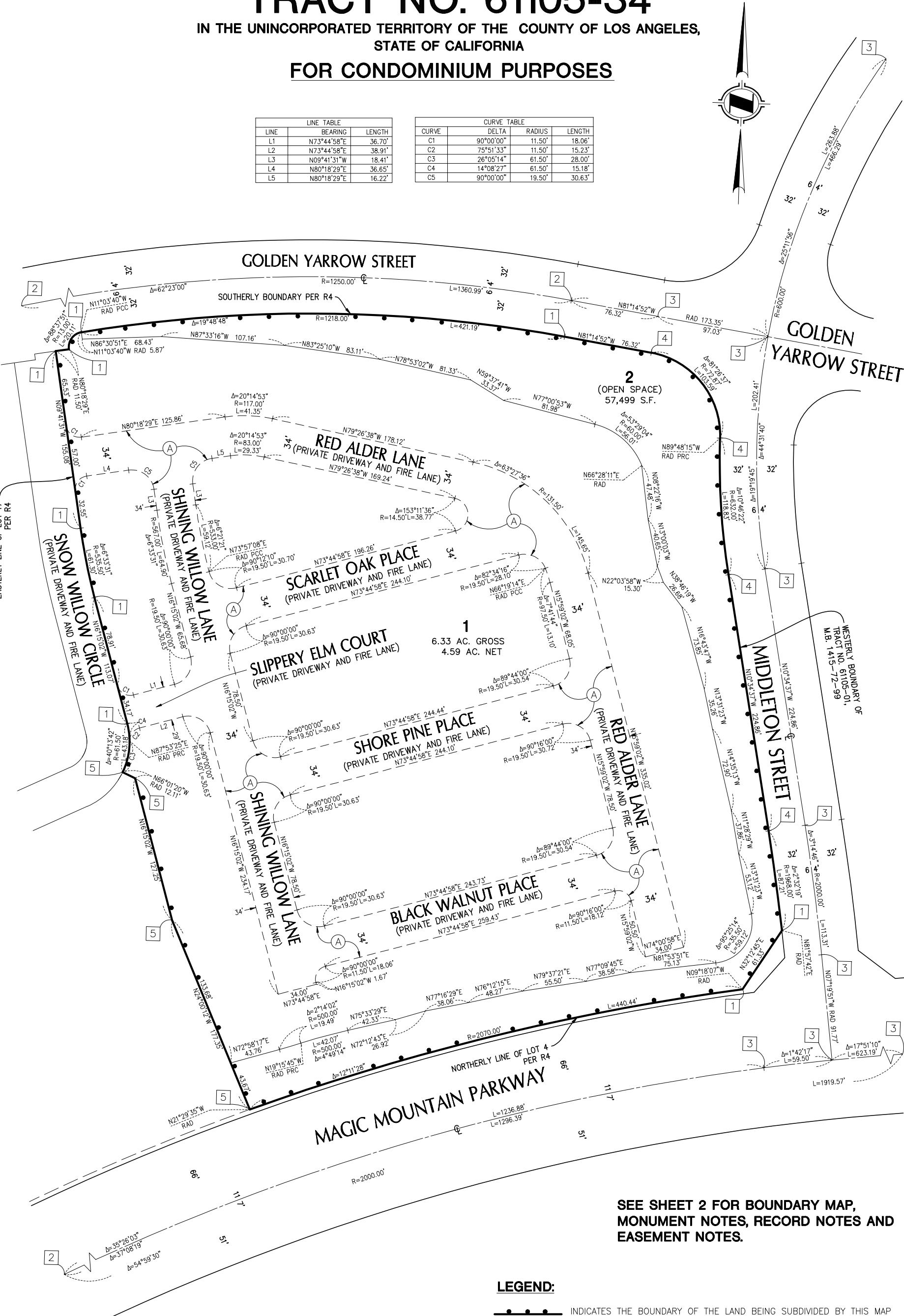


SEE SHEET 2 FOR BOUNDARY MAP,  
MONUMENT NOTES, RECORD NOTES AND  
EASEMENT NOTES.

VESTING  
**TRACT NO. 61105-34**  
IN THE UNINCORPORATED TERRITORY OF THE COUNTY OF LOS ANGELES,  
STATE OF CALIFORNIA  
**FOR CONDOMINIUM PURPOSES**

LINE TABLE		
LINE	BEARING	LENGTH
L1	N73°44'58"E	36.70'
L2	N73°44'58"E	38.91'
L3	N09°41'31"W	18.41'
L4	N80°18'29"E	36.65'
L5	N80°18'29"E	16.22'

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C1	90°00'00"	11.50'	18.06'
C2	75°51'33"	11.50'	15.23'
C3	26°05'14"	61.50'	28.00'
C4	14°08'27"	61.50'	15.18'
C5	90°00'00"	19.50'	30.63'

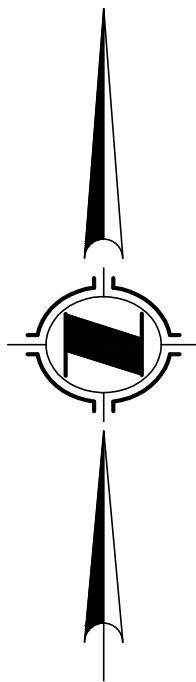


SEE SHEET 2 FOR BOUNDARY MAP,  
MONUMENT NOTES, RECORD NOTES AND  
EASEMENT NOTES.

LEGEND:

- #

INDICATES SHEET NUMBER
- INDICATES SHEET LIMIT
- INDICATES THE BOUNDARY OF THE LAND BEING SUBDIVIDED BY THIS MAP



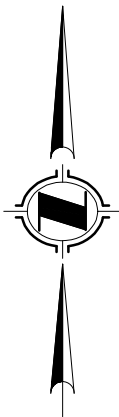
TRACT NO. 61105-35

IN THE UNINCORPORATED TERRITORY OF THE COUNTY OF LOS ANGELES,  
STATE OF CALIFORNIA



NOTES:  
SEE SHEET 2 FOR MONUMENT NOTES, RECORD NOTES,  
EASEMENT NOTES AND BOUNDARY MAP.

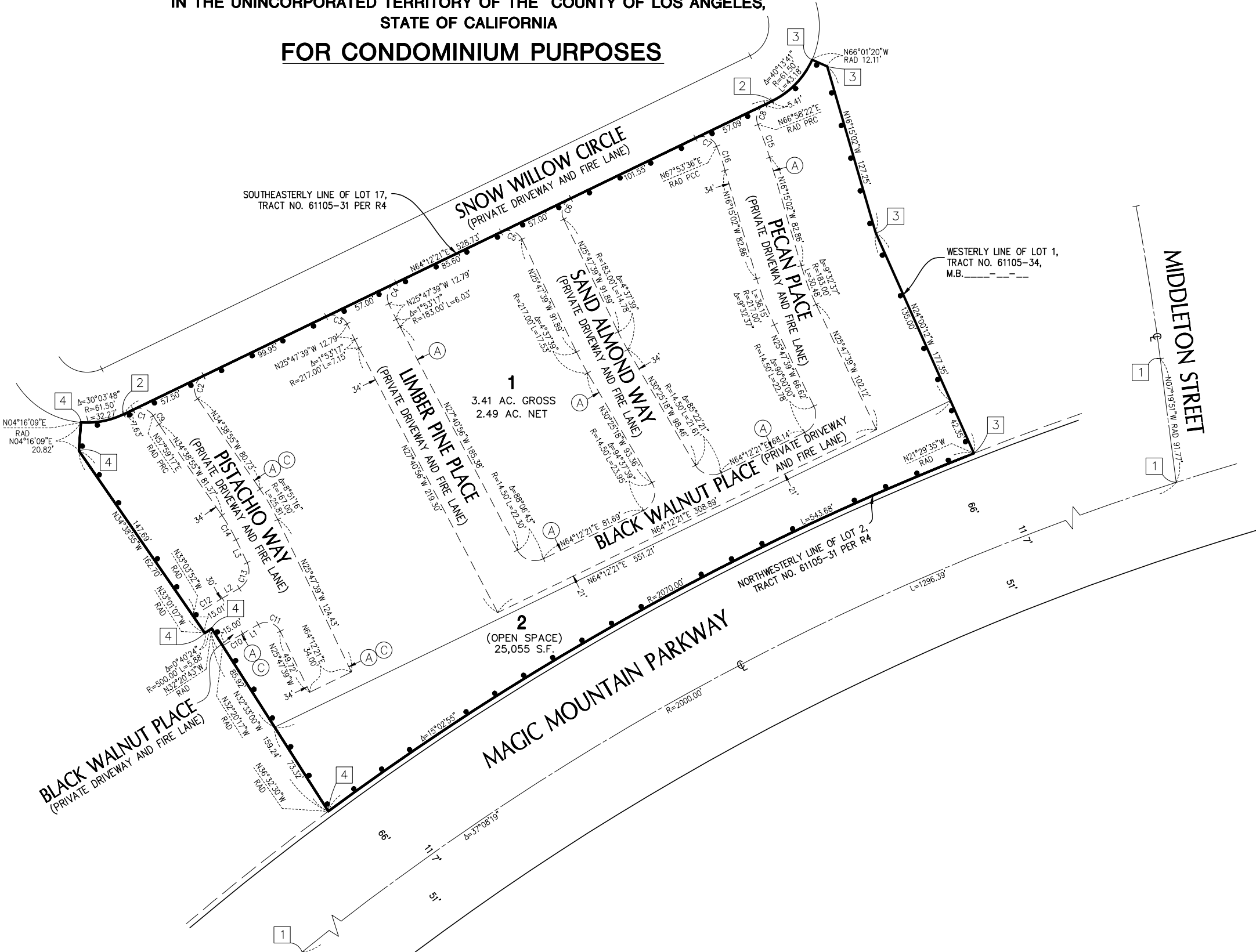
NOTES:  
LOTS 92 AND 93 ARE FOR RECREATION AREAS.  
LOTS 94 THROUGH 97, INCLUSIVE ARE FOR OPEN SPACE PURPOSES.



VESTING  
**TRACT NO. 61105-36**  
IN THE UNINCORPORATED TERRITORY OF THE COUNTY OF LOS ANGELES,  
STATE OF CALIFORNIA  
**FOR CONDOMINIUM PURPOSES**

LINE TABLE—THIS SHEET ONLY		
LINE	BEARING	LENGTH
L1	N59°42'38"E	13.16'
L2	N59°42'38"E	14.55'
L3	N25°47'39"W	18.77'

CURVE TABLE—THIS SHEET ONLY			
CURVE	DELTA	RADIUS	LENGTH
C1	83°46'56"	11.50'	16.82'
C2	98°51'16"	11.50'	19.84'
C3	90°00'00"	11.50'	18.06'
C4	90°00'00"	11.50'	18.06'
C5	90°00'00"	11.50'	18.06'
C6	90°00'00"	11.50'	18.06'
C7	93°41'15"	11.50'	18.80'
C8	87°13'59"	11.50'	17.51'
C9	2°38'12"	167.00'	7.69'
C10	2°02'59"	485.00'	17.35'
C11	94°29'43"	11.50'	18.97'
C12	2°46'30"	515.00'	24.94'
C13	85°30'17"	14.50'	21.64'
C14	8°51'16"	133.00'	20.55'
C15	6°46'36"	217.00'	25.67'
C16	5°51'22"	183.00'	18.70'



SEE SHEET 2 FOR BOUNDARY MAP,  
MONUMENT NOTES, RECORD NOTES,  
EASEMENT NOTES.

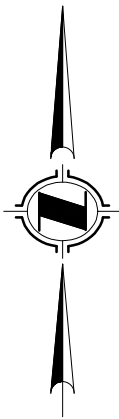
**LEGEND:**

--- INDICATES THE BOUNDARY OF THE LAND BEING SUBDIVIDED BY THIS MAP

VESTING  
TRACT NO. 61105-37

IN THE UNINCORPORATED TERRITORY OF THE COUNTY OF LOS ANGELES,  
STATE OF CALIFORNIA

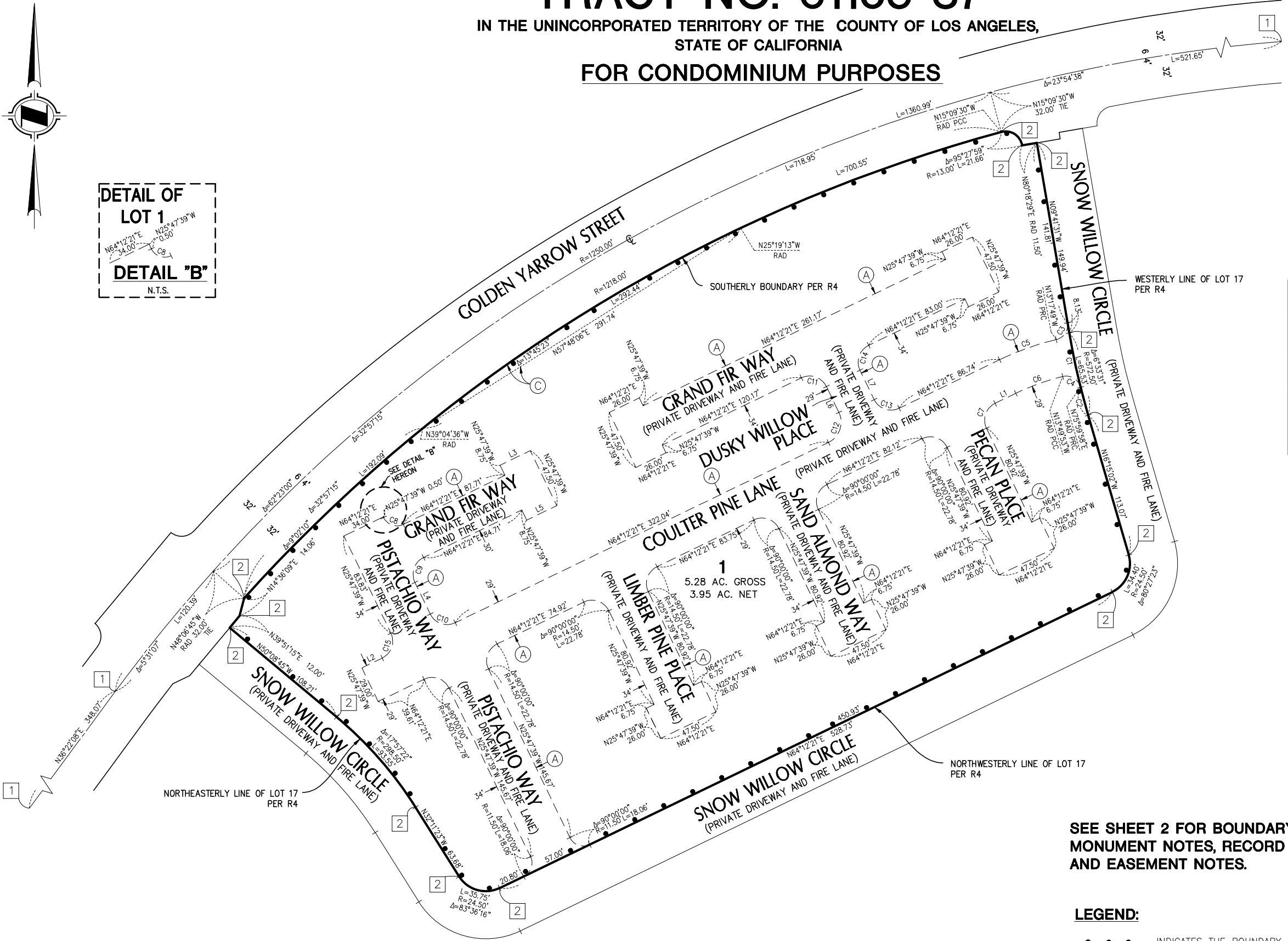
FOR CONDOMINIUM PURPOSES



DETAIL OF  
LOT 1  
N.T.S.

LINE TABLE		
LINE	BEARING	LENGTH
L1	N64°12'21"E	17.89'
L2	N64°12'21"E	17.50'
L3	N64°12'21"E	26.00'
L4	N25°47'39"W	27.33'
L5	N64°12'21"E	26.00'
L6	N25°47'39"W	22.33'
L7	N25°47'39"W	25.33'

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C1	4°18'31"	572.50'	43.05'
C2	2°15'00"	572.50'	22.48'
C3	86°23'42"	11.50'	17.34'
C4	89°49'51"	11.50'	18.03'
C5	12°29'50"	214.50'	46.79'
C6	11°57'46"	185.50'	38.73'
C7	90°00'00"	14.50'	22.78'
C8	90°00'00"	11.50'	18.06'
C9	90°00'00"	14.50'	22.78'
C10	90°00'00"	14.50'	22.78'
C11	90°00'00"	14.50'	22.78'
C12	90°00'00"	17.50'	27.49'
C13	90°00'00"	14.50'	22.78'
C14	90°00'00"	14.50'	22.78'
C15	90°00'00"	14.50'	22.78'



SEE SHEET 2 FOR BOUNDARY MAP,  
MONUMENT NOTES, RECORD NOTES  
AND EASEMENT NOTES.

LEGEND:

..... INDICATES THE BOUNDARY OF THE LAND BEING SUBDIVIDED BY THIS MAP

# BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

<b>CLUSTER AGENDA REVIEW DATE</b>	7/13/2022		
<b>BOARD MEETING DATE</b>	8/2/2022		
<b>SUPERVISORIAL DISTRICT AFFECTED</b>	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 <sup>st</sup> <input type="checkbox"/> 2 <sup>nd</sup> <input type="checkbox"/> 3 <sup>rd</sup> <input type="checkbox"/> 4 <sup>th</sup> <input type="checkbox"/> 5 <sup>th</sup>		
<b>DEPARTMENT(S)</b>	Public Works		
<b>SUBJECT</b>	Funding Supplement for On-Call Tire Recycling Program Management Services Contract		
<b>PROGRAM</b>	Tire Recycling Program		
<b>AUTHORIZES DELEGATED AUTHORITY TO DEPT</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
<b>SOLE SOURCE CONTRACT</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please explain why: Requesting funding supplement for an existing contract due to unexpected increased need for services.		
<b>DEADLINES/ TIME CONSTRAINTS</b>	The existing contract is in the first option year. Due to overwhelming demand, the contracts is anticipated to run out of funds and will not be able to meet service requirements, such as conducting the annual Antelope Valley Tire Collection Event in October.		
<b>COST &amp; FUNDING</b>	Total cost: \$110,156/year	Funding source: Solid Waste Management Fund and Road Fund	
	TERMS (if applicable): To be applied to the remaining first (currently) and second option years of contract.		
	Explanation: Additional funding is needed to meet the increased need for tire recycling services.		
<b>PURPOSE OF REQUEST</b>	Approve supplementing Services Contract No. 003471 with American Reclamation, Inc., for On-Call Tire Recycling Program Management Services by an additional \$110,156, increasing the annual contract amount from \$189,844 to \$300,000 for the first option year, which commenced on October 31, 2021, and any subsequent renewal option years if exercised.		
<b>BACKGROUND (include internal/external issues that may exist including any related motions)</b>	The Countywide Tire Recycling Program was established in response to the California Integrated Waste Management Act (Assembly Bill 939). The program helps to divert waste from County landfills in compliance with the law. Since resuming tire collection events in August 2021 after suspension during the pandemic, the program is seeing a significant rise in the waste tires collected at events and in road right-of-way cleanups. Without additional contract capacity, Public Works will have to curtail services provided through this contract. These services include waste tire collection events and providing bins for Road Maintenance Division.		
<b>EQUITY INDEX OR LENS WAS UTILIZED</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No            If Yes, please explain how:  Many tire events and roll-off cleanup services provided by the contract are targeted for underserved unincorporated areas.		
<b>SUPPORTS ONE OF THE NINE BOARD PRIORITIES</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please state which one(s) and explain how: Environmental Health and Sustainability – The contract helps recycle or properly dispose waste tires, especially illegally dumped tires that are harmful to the environment.		
<b>DEPARTMENTAL CONTACTS</b>	Name, Title, Phone # & Email: Coby Skye, Deputy Director, (626) 458-4016, cell (562) 212-9500, <a href="mailto:cskye@pw.lacounty.gov">cskye@pw.lacounty.gov</a>		

PH:tl

P:\SEC\TL\BL\TIRE RECYCLING FACT SHEET



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:

August 2, 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:

**SERVICES CONTRACT  
ENVIRONMENTAL SERVICES CORE SERVICE AREA  
FUNDING SUPPLEMENT FOR ON-CALL TIRE RECYCLING  
PROGRAM MANAGEMENT SERVICES  
(ALL SUPERVISORIAL DISTRICTS)  
(3 VOTES)**

**SUBJECT**

Public Works is seeking Board approval for a funding supplement to Services Contract No. 003471 for On-Call Tire Recycling Program Management Services due to unexpected increases in the amount of waste tires received at tire recycling events and collected by Public Works' Road Maintenance crews.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Find that the services continue to be categorically 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 a sole source funding supplement to Services Contract No. 003471 with American Reclamation, Inc., for On-Call Tire Recycling Program Management Services to increase the contract amount by \$110,156 per year, from \$189,844 to \$300,000, for the remaining contract term of 2 years and 6 months, which will increase the maximum potential contract sum from the original approved \$939,728 to \$1,242,657.



3. Authorize the Director of Public Works or his designee to annually increase the contract amount up to an additional 10 percent of the annual contract sum, which is included in the maximum potential contract sum for unforeseen additional work within the scope of the contract, if required.

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

The purpose of the recommended action is to supplement the annual contract amount for this service to accommodate hosting more tire collection events for residents to bring in tires and to recycle a greater influx of waste tires received post-pandemic.

Contract No. 003471 will expire on April 30, 2024 (including a month-to-month extension up to 6 months), leaving approximately 21 months left in its term. A supplement of \$110,156 annually will increase the maximum contract sum including any contingencies by a total of \$302,929, from \$939,728 to \$1,242,657.

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

The recommendations support the County Strategic Plan: Goal II, Foster Vibrant and Resilient Communities; Strategy II.3, Make Environmental Sustainability our Daily Reality; and Strategy II.3.4, Reduce Waste Generation and Recycle and Reuse Waste Resources. The recommended actions improve the environmental, economic, and social well-being of our communities by providing tire recycling services, including collection of illegal dumping in the public right of way, which protects the environment and improves quality of life in these communities.

### **FISCAL IMPACT/FINANCING**

There will be no impact to the County General Fund.

Approval of the recommended action will increase the annual cost by \$110,156 from \$189,844 to \$300,000 for each remaining contract term. This amount can be increased by 10 percent of the annual contract sum for unforeseen, additional work within the scope of the contract, if required. This contract will have a maximum potential contract term of 54 months and a maximum potential contract sum of \$1,242,657.

Funding for the supplemental amount is included in the Solid Waste Management Fund (GD1-Services and Supplies) and Road Fund (B03-Services and Supplies) Fiscal Year 2022-23 Budgets. Funds to finance the contract's remaining optional years and

10 percent additional funding for contingencies will be requested through the annual budget process.

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

On October 29, 2019, Agenda Item No. 39, the Board approved On-Call Tire Recycling Program Services Contract No. 003471 with American Reclamation, Inc., located in Los Angeles, California, authorizing annual contract expenditures of \$189,844. The contract, which went into effect on October 31, 2019, was for an initial 2-year period with two 1-year renewal options and a month-to-month extension up to 6 months for a maximum potential contract term of 54 months. All terms, conditions, requirements, and specifications of the contract will remain unchanged.

In accordance with Board Policy 5.100, Sole Source Contracts, a sole source supplement must be approved by the Board in order to accommodate more tire collection events and to process heavier loads of tires collected. Enclosed is the Sole Source checklist.

### **ENVIRONMENTAL DOCUMENTATION**

This service is categorically exempt from the provisions of the California Environmental Quality Act. This service is within a class of projects that has been determined not to have a significant effect on the environment in that it meets the criteria set forth in Section 15300 of the California Environmental Quality Act because it consists of a minor cleanup action taken to minimize and eliminate the release of hazardous waste.

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

Approval of this request will not result in any impact on other current services or projects.

The Honorable Board of Supervisors  
August 2, 2022  
Page 4

**CONCLUSION**

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

Respectfully submitted,

MARK PESTRELLA, PE  
Director of Public Works

MP:ET:tl

Enclosure

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

## SOLE SOURCE CHECKLIST

Department Name: Public Works

☐

New Sole Source Contract

☒

Sole Source Amendment to Existing Contract

Date Existing Contract First Approved:

October 29, 2019

Check (✓)	<b>JUSTIFICATION FOR SOLE SOURCE CONTRACTS AND AMENDMENTS</b> Identify applicable justification and provide documentation for each checked item.
<input type="checkbox"/>	➤ Only one bona fide source (monopoly) for the service exists; performance and price competition are not available. A monopoly is an <i>"Exclusive control of the supply of any service in a given market. If more than one source in a given market exists, a monopoly does not exist."</i>
<input type="checkbox"/>	➤ Compliance with applicable statutory and/or regulatory provisions.
<input type="checkbox"/>	➤ Compliance with State and/or federal programmatic requirements.
<input type="checkbox"/>	➤ Services provided by other public or County-related entities.
<input checked="" type="checkbox"/>	➤ Services are needed to address an emergent or related time-sensitive need.
<input type="checkbox"/>	➤ The service provider(s) is required under the provisions of a grant or regulatory requirement.
<input type="checkbox"/>	➤ Services are needed during the time period required to complete a solicitation for replacement services; provided services are needed for no more than 12 months from the expiration of an existing contract which has no available option periods.
<input type="checkbox"/>	➤ Maintenance and support services are needed for an existing solution/system during the time to complete a solicitation for a new replacement solution/system; provided the services are needed for no more than 24 months from the expiration of an existing maintenance and support contract which has no available option periods.
<input type="checkbox"/>	➤ Maintenance service agreements exist on equipment which must be serviced by the original equipment manufacturer or an authorized service representative.
<input type="checkbox"/>	➤ It is more cost-effective to obtain services by exercising an option under an existing contract.
<input type="checkbox"/>	➤ It is in the best economic interest of the County (e.g., significant costs and time to replace an existing system or infrastructure, administrative cost and time savings and excessive learning curve for a new service provider, etc.). In such cases, departments must demonstrate due diligence in qualifying the cost-savings or cost-avoidance associated with the best economic interest of the County.

  
\_\_\_\_\_  
Chief Executive Office

4/21/22

\_\_\_\_\_  
Date

# BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

<b>CLUSTER AGENDA REVIEW DATE</b>	7/13/2022		
<b>BOARD MEETING DATE</b>	8/2/2022		
<b>SUPERVISORIAL DISTRICT AFFECTED</b>	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 <sup>st</sup> <input type="checkbox"/> 2 <sup>nd</sup> <input type="checkbox"/> 3 <sup>rd</sup> <input type="checkbox"/> 4 <sup>th</sup> <input type="checkbox"/> 5 <sup>th</sup>		
<b>DEPARTMENT(S)</b>	Public Works		
<b>SUBJECT</b>	Award of Services Contract for On-Call Shopping Cart Retrieval Services		
<b>PROGRAM</b>			
<b>AUTHORIZES DELEGATED AUTHORITY TO DEPT</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
<b>SOLE SOURCE CONTRACT</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
	If Yes, please explain why:		
<b>DEADLINES/ TIME CONSTRAINTS</b>	The current contract expired on August 1, 2022. The award of this contract will continue the current services by the recommended contractor.		
<b>COST &amp; FUNDING</b>	Total cost:	\$386,100	Funding source:
			Road Fund Fiscal Year 2022-23 Budget
	TERMS (if applicable): This contract will be for a period of 1 year with three 1-year renewal options and a month-to-month extension up to 6 months for a maximum potential contract term of 54 months.		
	Explanation:		
<b>PURPOSE OF REQUEST</b>	Public Works is seeking Board approval to award a services contract to Retail Marketing Services, Inc., for shopping cart retrieval from public rights of ways in the County of Los Angeles.		
<b>BACKGROUND (include internal/external issues that may exist including any related motions)</b>	Approval of the recommended action will award a services contract to Retail Marketing Services, Inc., to provide on-call shopping cart retrieval services from public rights of ways in County of Los Angeles. The work to be performed will consist of retrieval of all shopping carts from public rights of ways, which includes streets, highways, sidewalks, medians, parkways, parks, setbacks, and alleys, as well as any other area designated by Public Works and/or allowed by law in the County unincorporated areas.		
<b>EQUITY INDEX OR LENS WAS UTILIZED</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No 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 Workforce Development, Aging and Community Services 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.		
<b>SUPPORTS ONE OF THE NINE BOARD PRIORITIES</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please state which one(s) and explain how:  These recommendations support Board Priorities No. 4, Environmental Health, and No. 7, Sustainability. The as needed shopping cart retrieval services from public rights of ways provide proper clearing within the communities in Los Angeles County.		

<b>DEPARTMENTAL CONTACTS</b>	Name, Title, Phone # & Email:  Steve Burger, Deputy Director, (626) 458-4018, cell (626) 476-9847, <u><a href="mailto:sburger@pw.lacounty.gov">sburger@pw.lacounty.gov</a></u>
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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:

August 2, 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:

**SERVICES CONTRACT  
TRANSPORTATION CORE SERVICE AREA  
AWARD OF SERVICES CONTRACT FOR  
ON-CALL SHOPPING CART RETRIEVAL SERVICES  
(ALL SUPERVISORIAL DISTRICTS)  
(3 VOTES)**

**SUBJECT**

Public Works is seeking Board approval to award a services contract to Retail Marketing Services, Inc., for shopping cart retrieval from public rights of ways in the County of Los Angeles.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Find that the contract work is not a project pursuant to the California Environmental Quality Act.
2. Award the contract for on-call shopping cart retrieval services to Retail Marketing Services, Inc. This contract will be for a term of 1 year with three 1-year renewal options and a month-to-month extension up to 6 months for a maximum potential contract term of 54 months and a maximum potential contract sum of \$386,100.

3. Delegate authority to the Director of Public Works or his designee to execute the contract; to renew the contract for each additional renewal option and extension period if, in the opinion of the Director of Public Works or his designee, Retail Marketing Services, Inc., has successfully performed during the previous contract period, and the services are still required; to approve and execute amendments to incorporate necessary changes within the scope of work; and to suspend work if, it is in the best interest of the County to do so.
4. Delegate authority to the Director of Public Works or his designee to annually increase the contract amount up to an additional 10 percent of the annual contract sum, which is included in the maximum potential contract sum for unforeseen additional work within the scope of the contract if required, in accordance with County policy and the terms of the contract.

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

Approval of the recommended action will award a services contract to Retail Marketing Services, Inc., to provide on-call shopping cart retrieval services from public rights of way in the County of Los Angeles. The work to be performed will consist of retrieval of all shopping carts from public rights of way, which includes streets, highways, sidewalks, medians, parkways, parks, setbacks, and alleys, as well as any other area designated by Public Works in the County unincorporated areas. This contract is necessary to allow road maintenance crews to focus on other safety and quality priorities within public rights of way while the recommended contractor collects the high volume of abandoned shopping carts.

The current contract expired on August 1, 2022. The award of this contract will continue the current services by the recommended contractor.

#### **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 Strategy II.3, Make Environmental Sustainability our Daily Reality, Objective II.3.4, Reduce Waste Generation and Recycle and Reuse Waste Resources, by contracting the contractor that has the specialized expertise to provide these services accurately, efficiently, timely, and in a responsive and cost-effective manner that will support Public Works in meeting these goals.



### **FISCAL IMPACT/FINANCING**

There will be no impact to the County General Fund.

The annual cost is \$78,000 plus 10 percent of the annual contract sum for additional work within the scope of the contract and in accordance with this contract, including the three 1-year renewal options and a month-to-month extension up to 6 months for a maximum potential contract term of 54 months with an estimated maximum potential contract sum of \$386,100. This amount is based on the annual price quoted by the contractor and our estimated annual utilization of the contractor's services.

Funding for these services is included in the Road Fund (B03) Fiscal Year 2022-23 Budget. Funds to finance the contract's optional years and 10 percent additional funding for contingencies will be requested through the annual budget process.

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

The recommended contractor, Retail Marketing Services, Inc., is located in Burbank, California. This contract's initial term shall be for a period of 1 year commencing upon the Board's approval and execution between both parties, whichever occurs last. With the Board's delegated authority, Public Works may renew the contract for three 1-year renewal options and a month-to-month extension up to 6 months for a maximum potential total contract term of 54 months.

County Counsel will review the contract as to form (Enclosure A) prior to approval. The recommended contract was solicited on an open-competitive basis and is in accordance with applicable Federal, State, and County requirements.

A standard services contract has been used that contains terms and conditions in compliance with the Board's ordinances, policies, and programs. Enclosure B reflects the proposer's utilization participation and community business enterprise program information. Data regarding the proposer's minority participation is on file with Public Works. The contractor was selected upon final analysis and consideration without regard to race, creed, sex, or color.

Public Works has evaluated and determined that the contracted services are required on an on-call and intermittent basis; therefore, Proposition A (County Code Chapter 2.121) and the Living Wage Program (County Code Chapter 2.201) do not apply to this contract.

## **ENVIRONMENTAL DOCUMENTATION**

These services are not subject to the California Environmental Quality Act because the activity is excluded from the definition of a project by section 21065 of the Public Resources Code and section 15378(b) of the California Environmental Quality Act Guidelines. These services are an organizational or administrative activity of government, which will not result in direct or indirect physical changes to the environment.

## **CONTRACTING PROCESS**

On November 16, 2021, a notice of the Request for Proposals was placed on the County's "Doing Business with the County" website (Enclosure C), "Do Business with Public Works" website, and Twitter, and advertisements were placed in the *Los Angeles Daily Journal*, *Los Angeles Sentinel*, *La Opinión*, *The Daily Breeze*, *The Signal (Santa Clarita)*, *World Journal*, *Watts Times*, *Malibu Times*, *Press Telegram*, and *Pasadena Star News*. Also, Public Works informed 1,633 Local Small Business Enterprises; 191 Disabled Veteran Business Enterprises; 197 Social Enterprises; 874 Community Business Enterprises; and 5 independent contractors, various business development centers, and municipalities about this business opportunity.

On December 28, 2021, one proposal was received. The proposal was evaluated by an evaluation committee consisting of Public Works staff. The evaluation was based on criteria described in the Request for Proposals, which included the price, experience, and work plan, utilizing the informed averaging methodology for applicable criteria. Based on this evaluation, it is recommended that this contract be awarded to the apparent responsive and responsible proposer, Retail Marketing Services, Inc., located in Burbank, California. Public Works determined the contractor's price to be reasonable for the work requested.

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

The award of this contract will continue the services without disruption to the public and will not result in the displacement of any County employees as this service is presently contracted with the private sector.

**CONCLUSION**

Please return one adopted copy of this Board letter to Public Works, Business Relations and Contracts Division.

Respectfully submitted,

MARK PESTRELLA, PE  
Director of Public Works

MP:JQ:ep

Enclosures

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

DRAFT

AGREEMENT FOR  
ON-CALL SHOPPING CART RETRIEVAL SERVICES

THIS AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2022, by and between the COUNTY OF LOS ANGELES, a subdivision of the State of California, a body corporate and politic (hereinafter referred to as COUNTY) and RETAIL MARKETING SERVICES, INC., a California Corporation, located at 1020 North Lake Street, Burbank, CA 91502, (hereinafter referred to as CONTRACTOR). COUNTY and CONTRACTOR are each a Party and collectively referred to as the Parties.

WITNESSETH

FIRST: The CONTRACTOR, for the consideration hereinafter set forth and the acceptance by the Board of Supervisors (Board) of said COUNTY of the CONTRACTOR'S Proposal filed with the COUNTY on December 28, 2021, hereby agrees to provide services as described in this Contract for On-Call Shopping Cart Retrieval Services.

SECOND: This AGREEMENT, together with Exhibit A, Scope of Work; Exhibit B, Service Contract General Requirements; Exhibit C, Internal Revenue Service Notice 1015; Exhibit D, Safely Surrendered Baby Law Posters; Exhibit E, Defaulted Property Tax Reduction Program; Exhibit F, Performance Requirements Summary, Exhibit G, Maintenance District 1; Exhibit H, Maintenance District 2; Exhibit I, Maintenance District 3; Exhibit J, Maintenance District 4; Exhibit K, Maintenance District 5; and Exhibit L, Shopping Cart Retrieval Service Record Form; the CONTRACTOR'S Proposal, all attached hereto; the Request for Proposals; and Addenda to the Request for Proposals, all of which are incorporated herein by reference, are agreed by the COUNTY and the CONTRACTOR to constitute the Contract.

THIRD: The COUNTY agrees, in consideration of satisfactory performance of the foregoing services in strict accordance with the Contract specifications to the satisfaction of the Director of Public Works, to pay the CONTRACTOR pursuant to the Schedule of Prices set forth in the Proposal and attached hereto as Form PW-2, an amount not to exceed \$78,000 per year, or such greater amount as the Board may approve (Maximum Contract Sum).

FOURTH: This Contract's initial term shall be for a period of 1-year commencing on the Board's approval and execution of this Agreement by both Parties, whichever occurs last. The COUNTY shall have the sole option to renew this Contract term for up to three additional one-year period and a six month-to-month extension, for a maximum total Contract term of 4 years and six months. Each such option shall be exercised at the sole discretion of the COUNTY. The COUNTY, acting through the Director, may give a written notice of intent to renew this Contract at least ten days prior to the end of each term. At the sole discretion of the COUNTY, in lieu of renewing the Contract for the full one year, this Contract may be renewed on a month-to-month basis, upon written notice to the CONTRACTOR at least ten days prior to the end of a term. The Director will provide a written notice of nonrenewal at least ten days before the last day of any term, in which case this Contract shall expire as of midnight on the last day of that term. Where all option years have been exercised, the Director will not provide a written notice of nonrenewal.

FIFTH: The CONTRACTOR shall bill monthly, in arrears, for the work performed during the preceding month. Work performed shall be billed at the monthly rate quoted in Form PW-2, Schedule of Prices.

SIXTH: Public Works will make payment to the CONTRACTOR within 30 days of receipt and approval of a properly completed and undisputed invoice. However, should the CONTRACTOR be certified by the COUNTY as a Local Small Business Enterprise, payment will be made in accordance with Board of Supervisors Policy No. 3.035, Small Business Liaison and Prompt Payment Program. Each invoice shall be in triplicate (original and two copies) and shall itemize the work completed. The invoices shall be submitted to:

Los Angeles County Public Works  
Attention Fiscal Division, Accounts Payable  
P.O. Box 7508  
Alhambra, CA 91802-7508

SEVENTH: In no event shall the aggregate total amount of compensation paid to the CONTRACTOR exceed the amount of compensation authorized by the Board. Such aggregate total amount is the Maximum Contract Sum.

EIGHTH: The CONTRACTOR understands and agrees that only the designated Public Works Contract Manager is authorized to request or order work under this Contract. The CONTRACTOR acknowledges that the designated Contract Manager is not authorized to request or order any work that would result in the CONTRACTOR earning an aggregate compensation in excess of this Contract's Maximum Contract Sum.

NINTH: The CONTRACTOR shall not perform or accept work requests from the Contract Manager or any other person that will cause the Maximum Contract Sum of this Contract to be exceeded. The CONTRACTOR shall monitor the balance of this Contract's Maximum Contract Sum. When the total of the CONTRACTOR'S paid invoices, invoices pending payment, invoices yet to be submitted, and ordered services reaches 75 percent of the Maximum Contract Sum, the CONTRACTOR shall immediately notify the Contract Manager in writing. The CONTRACTOR shall send written notification to the Contract Manager when this Contract is within six months from expiration of the term as provided for hereinabove.

TENTH: No cost-of-living adjustment shall be granted for the optional renewal periods.

ELEVENTH: In the event that terms and conditions, which may be listed in the CONTRACTOR'S Proposal, conflict with the COUNTY'S specifications, requirements, and terms and conditions as reflected in this AGREEMENT including, but not limited to, Exhibits A through L, inclusive, the COUNTY'S provisions shall control and be binding.

TWELFTH: The CONTRACTOR agrees in strict accordance with the Contract specifications and conditions to meet the COUNTY'S requirements.

THIRTEENTH: This Contract constitutes the entire agreement between the COUNTY and the CONTRACTOR with respect to the subject matter of this Contract and

supersedes all prior and contemporaneous agreements and understandings. This CONTRACT may be signed by the Parties hereto in separate counterparts, each of which shall be deemed an original. All counterparts, taken together, constitute the executed Agreement.

The Parties hereby acknowledge and agree that electronic records and electronic signatures, as well as facsimile signatures, used in connection with the execution of this Agreement and electronic signatures, facsimile signatures or signatures transmitted by electronic mail in so-called pdf format shall be legal and binding and shall have the same full force and effect as if a paper original of this Agreement had been delivered and had been signed using a handwritten signature. Contractor and County (i) agree that an electronic signature, whether digital or encrypted, of a Party to this Agreement is intended to authenticate this writing and to have the same force and effect as a manual signature, (ii) intend to be bound by the signatures (whether original, faxed or electronic) on any document sent or delivered by facsimile, or electronic mail, or other electronic means, (iii) are aware that the other Party will rely on such signatures, and (iv) hereby waive any defenses to the enforcement of the terms of this Agreement based on the foregoing forms of signature. If this Agreement has been executed by electronic signature, all Parties executing this document are expressly consenting under the United States Federal Electronic Signatures in Global and National Commerce Act of 2000 (E-SIGN) and California Uniform Electronic Transactions Act (UETA)(Cal. Civ. Code § 1633.1, et seq.), that a signature by fax, e-mail or other electronic means shall constitute an Electronic Signature to an Electronic Record under both E-SIGN and UETA with respect to this specific transaction.

[illegible]

IN WITNESS WHEREOF, the COUNTY has, by order of its Board of Supervisors, caused these presents to be subscribed by the Director of Public Works, and the CONTRACTOR has subscribed its name by and through its duly authorized officers, as of the day, month, and year first written above.

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
Director of Public Works

APPROVED AS TO FORM:

DAWYN R. HARRISON  
Acting County Counsel

By \_\_\_\_\_  
Deputy

\_\_\_\_\_  
Type/Print Name

RETAIL MARKETING SERVICES, INC.

By \_\_\_\_\_  
Its President/CEO

\_\_\_\_\_  
Type/Print Name

By \_\_\_\_\_  
Its Secretary

\_\_\_\_\_  
Type/Print Name

**PROPOSERS' UTILIZATION PARTICIPATION AND COMMUNITY BUSINESS ENTERPRISE PROGRAM INFORMATION FOR  
ON-CALL SHOPPING CART RETRIEVAL SERVICES**

**SELECTED FIRMS**

<b>Small-Sized Business Category Contractor Name</b>	<b>Local SBE</b>	<b>SBE</b>	<b>Minority</b>	<b>Women</b>	<b>Disadvantaged</b>	<b>DisabledVet</b>	<b>LGBTQQ</b>
None	N/A	N/A	N/A	N/A	N/A	N/A	N/A
<b>Medium-Sized Business Category Contractor Name</b>							
Retail Marketing Services, Inc	N/A	N/A	N/A	N/A	N/A	N/A	N/A
<b>Large-Sized Business Category Contractor Name</b>							
None	N/A	N/A	N/A	N/A	N/A	N/A	N/A

**NON-SELECTED FIRMS**

<b>Small-Sized Business Category Contractor Name</b>	<b>Local SBE</b>	<b>SBE</b>	<b>Minority</b>	<b>Women</b>	<b>Disadvantaged</b>	<b>DisabledVet</b>	<b>LGBTQQ</b>
None	N/A	N/A	N/A	N/A	N/A	N/A	N/A
<b>Medium-Sized Business Category Contractor Name</b>							LGBTQQ
None	N/A	N/A	N/A	N/A	N/A	N/A	N/A
<b>Large-Sized Business Category Contractor Name</b>							LGBTQQ
None	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



**PROPOSERS' UTILIZATION PARTICIPATION AND COMMUNITY BUSINESS ENTERPRISE PROGRAM INFORMATION FOR  
ON-CALL SHOPPING CART RETRIEVAL SERVICES**

<b>FIRM INFORMATION*</b>	Retail Marketing Services, Inc.	
<b>BUSINESS STRUCTURE</b>	Corporation	
<b>CULTURAL/ETHNIC COMPOSITION</b>	<b>NUMBER / % OF OWNERSHIP</b>	
<b>OWNERS/PARTNERS</b>	Black/African American	1/9%
	Hispanic/Latino	2/18%
	Asian or Pacific Islander	1/9%
	American Indian	0
	Filipino	0
	White	7/64%
	<i>Female (included above)</i>	1/9%
	<b>NUMBER</b>	
<b>MANAGER</b>	Black/African American	0
	Hispanic/Latino	2
	Asian or Pacific Islander	2
	American Indian	0
	Filipino	0
	White	0
	<i>Female (included above)</i>	1
<b>STAFF</b>	Black/African American	1
	Hispanic/Latino	17
	Asian or Pacific Islander	1
	American Indian	0
	Filipino	0
	White	5
	<i>Female (included above)</i>	5
Total # of Employees	39	
<b>COUNTY CERTIFICATION</b>		
CBE	None	
LSBE	None	
<b>OTHER CERTIFYING AGENCY</b>	None	

\*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.

<b>Solicitation Number:</b>	BRC0000258		
<b>Title:</b>	On-Call Shopping Cart Retrieval Services		
<b>Department:</b>	Public Works		
<b>Bid Type:</b>	Service	<b>Bid Amount:</b>	\$78,000.00
<b>Commodity:</b>	GARBAGE/TRASH REMOVAL AND DISPOSAL SERVICE		
<b>Description:</b>	<p>PLEASE TAKE NOTICE that Public Works requests proposals for the On-Call Shopping Cart Retrieval Services (BRC0000258) contract. This contract has been designed to have a potential maximum contract term of 4 years, consisting of an initial 1-year term and potential additional three 1-year option renewals. The total annual contract amount of this service is estimated to be \$78,000. The Request for Proposals (RFP) with contract specifications, forms, and instructions for preparing and submitting proposals may be accessed at <a href="http://pw.lacounty.gov/brcd/servicecontracts/">http://pw.lacounty.gov/brcd/servicecontracts/</a> or may be requested from Messrs. Dwayne Case at (626)458-2575 or <a href="mailto:dcase@pw.lacounty.gov">dcase@pw.lacounty.gov</a> or Jairo Flores at (626) 458-4069 or <a href="mailto:jflores@pw.lacounty.gov">jflores@pw.lacounty.gov</a>, Monday through Thursday, 7 a.m. to 5 p.m.</p> <p>PLEASE CHECK THE WEBSITE FREQUENTLY FOR ANY CHANGES TO THIS SOLICITATION. ALL ADDENDA AND INFORMATIONAL UPDATES WILL BE POSTED AT <a href="http://pw.lacounty.gov/brcd/servicecontracts">http://pw.lacounty.gov/brcd/servicecontracts</a>.</p> <p>"Do Business with Public Works" Website Registration</p> <p>All interested proposers for this RFP are strongly encouraged to register at <a href="http://pw.lacounty.gov/general/contracts/opportunities/">http://pw.lacounty.gov/general/contracts/opportunities/</a>. Only those firms registered for this RFP through the website will receive automatic notification when any update to this RFP is made. The County does not have an obligation to notify any proposers other than through the Public Works website's automatic notification system.</p> <p>Doing Business with Local Small Business Enterprise, Disabled Veteran Business Enterprise, and Social Enterprise</p> <p>The County strongly encourages participation from firms, primes, and subcontractors, which are certified in the County's Local Small Business Enterprise (LSBE), Disabled Veteran Business Enterprise (DVBE), and Social Enterprise (SE) Preference Programs. The County's LSBE, DVBE, and SE Preference Programs require firms to complete a certification process to receive certain benefits allowed only for LSBE, DVBE, and SE, such as a 15 percent price preference, not to exceed \$150,000, when applicable, and LSBE Prompt Payment Program. The following link provides additional information on being County certified LSBE, DVBE, and SE: <a href="http://dcba.lacounty.gov">http://dcba.lacounty.gov</a>.</p> <p>Minimum Mandatory Requirements: At the time of proposal submission, proposers must meet all minimum requirements set forth in the RFP documents including, but not limited to:</p> <p>Important Note: These minimum requirements must be met by the proposing entity</p>		

and may not be met through a subcontractor.

1. Proposing entity must have a minimum of 2 years of experience providing/managing shopping cart retrieval services and providing the necessary supervision, labor, materials, and equipment.

2. Proposing entity's on-site supervising employee must have a minimum of 2 years of experience performing shopping cart retrieval services.

There will be no proposers' conference held for this solicitation. The deadline to submit written questions for a response is Tuesday, December 7, 2021, by or before 5:30 p.m. Please direct your questions to Messrs. Case or Flores. The deadline to submit proposals is Tuesday, December 28, 2021, at 5:30 p.m.

Less

<b>Open Day:</b>	11/16/2021	<b>Close Date:</b>	12/28/2021 5:30:00 PM
<b>Contact Name:</b>	Dwayne Case	<b>Contact Phone:</b>	(626) 458-2575
<b>Contact Email:</b>	dcase@dpw.lacounty.gov		
<b>Last Changed On:</b>	11/16/2021 2:35:35 PM		

# BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

<b>CLUSTER AGENDA REVIEW DATE</b>	7/13/2022	
<b>BOARD MEETING DATE</b>	8/2/2022	
<b>SUPERVISORIAL DISTRICT AFFECTED</b>	<input type="checkbox"/> All <input checked="" type="checkbox"/> 1 <sup>st</sup> <input type="checkbox"/> 2 <sup>nd</sup> <input type="checkbox"/> 3 <sup>rd</sup> <input type="checkbox"/> 4 <sup>th</sup> <input type="checkbox"/> 5 <sup>th</sup>	
<b>DEPARTMENT(S)</b>	Public Works	
<b>SUBJECT</b>	Funding agreement for DASH Boyle Heights/East Los Angeles Transit Service with the City of Los Angeles	
<b>PROGRAM</b>		
<b>AUTHORIZES DELEGATED AUTHORITY TO DEPT</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
<b>SOLE SOURCE CONTRACT</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why:	
<b>DEADLINES/ TIME CONSTRAINTS</b>	Current agreement expires on June 30, 2022. The City will continue to operate DASH service while the new agreement is being negotiated.	
<b>COST &amp; FUNDING</b>	Total cost: \$2,100,000	Funding source: First Supervisorial District's Proposition A Local Return Transit Programs and the Transit Operations Fund (Fund CP6 – Services and Supplies Appropriation) Fiscal Year 2022-23 Budget
	TERMS (if applicable): 3 years	
	Explanation:	
<b>PURPOSE OF REQUEST</b>	Public Works is seeking authority for the Director of Public Works or his designee to execute a funding agreement with the City for the DASH Boyle Heights/East Los Angeles Transit Service in the unincorporated County community of East Los Angeles.	
<b>BACKGROUND (include internal/external issues that may exist including any related motions)</b>	Approval of the recommended actions will provide for the continuation of public transit services for the residents of the unincorporated County areas of East Los Angeles. The service operates 7 days a week. The service has been administered by the City since March 2007.	
<b>EQUITY INDEX OR LENS WAS UTILIZED</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:	
<b>SUPPORTS ONE OF THE NINE BOARD PRIORITIES</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please state which one(s) and explain how: Sustainability by maintaining public transit service and making a more livable community.	
<b>DEPARTMENTAL CONTACTS</b>	Name, Title, Phone # & Email: Steve Burger, Deputy Director, (626) 458-4018, <a href="mailto:sburger@pw.lacounty.gov">sburger@pw.lacounty.gov</a>	



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

August 2, 2022

IN REPLY PLEASE

REFER TO FILE: **TPP-5**

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  
FUNDING AGREEMENT FOR DASH BOYLE HEIGHTS/EAST LOS ANGELES  
TRANSIT SERVICE WITH THE CITY OF LOS ANGELES  
(SUPERVISORIAL DISTRICT 1)  
(3 VOTES)**

**SUBJECT**

This action is to authorize the Director of Public Works or his designee to execute a funding agreement with the City of Los Angeles for the DASH Boyle Heights/East Los Angeles Transit Service in the unincorporated County community of East Los Angeles.

**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. Authorize the Director of Public Works or his designee to negotiate and execute a 3-year funding agreement with the City of Los Angeles for the City's DASH Boyle Heights/East Los Angeles Transit Service for the total amount of \$2,100,000.
3. Authorize the Director of Public Works or his designee to approve and execute amendments to incorporate necessary changes within the scope of work, if required.

### **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 provide for a contribution of \$2,100,000 to the City of Los Angeles to continue the operation of the DASH Boyle Heights/East Los Angeles Transit Service in the unincorporated County community of East Los Angeles (ELA). The County has cooperatively funded this service with the City since March 2007. The City's Department of Transportation operates the transit service 7-day-per-week, excluding major holidays. Prior to April 2019 the fare was 50 cents per trip and 25 cents for seniors, Medicare patrons, and persons with disabilities. For City residents and children 4 years or younger (with paying adult) rode for free. Since April 2019 the City has not charged fare on the DASH Boyle Heights/East Los Angeles services and will continue the free fare for the next 3 years.

In March 2007 Metro discontinued Line 255 that provided a direct connection between the ELA Doctor's Hospital and the County-University of Southern California Medical Center. The City extended the existing DASH Boyle Heights route to Whittier Boulevard in ELA to replace the cancelled line. The extended service enables ELA residents to reach community destinations by providing connections to regional transit lines and the County's El Sol Shuttle Service.

On March 13, 2007, the Board authorized the County to contribute annually to the City to finance the County's share of the operating costs for the expanded service into ELA. Based on route mileage within each jurisdiction, the County's share is 50 percent of the net operating cost.

Upon approval, Public Works will notify the City of our intent to continue contributing toward the operating costs for the service.

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

These recommendations support the County Strategic Plan: Strategy II.2, Support the Wellness of our Communities and Objective II.2.4, Promote Active and Healthy Lifestyles; and Strategy II.3, Make Environmental Sustainability Our Daily Reality and Objective II.3.5, Support a Clean, Flexible, and Integrated Multi-Modal Transportation System that improves mobility.

This service provides mobility for transit-dependent patrons and enhances their quality of life. By continuing to jointly fund this service with the City, transit services are provided to County residents in a responsive and cost-effective manner.

### **FISCAL IMPACT/FINANCING**

There will be no impact to the County General Fund.

The total estimated cost of the service from July 1, 2022, through June 30, 2025, is \$6,000,000. Approximately \$1,800,000 will be offset by Formula Allocation Procedure funds. The City is eligible to receive additional Formula Allocation Procedure funds, including State Transportation Assistance, Transportation Development Act, Federal Section 5307, and Proposition A funds provided by Metro and intends to use these funds to finance their share of 50 percent of the remaining \$4,200,000. The County's 50 percent share is \$2,100,000.

Sufficient appropriation is included in the First Supervisorial District's Proposition A Local Return Transit Program in the Transit Operations Fund (Fund CP6-Services and Supplies Appropriation) Fiscal Year 2022-23 Budget. Funds to finance the operating costs for Fiscal Years 2023-24 and 2024-25 will be requested through the annual budget process.

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

The enclosed draft funding agreement will be approved as to form by County Counsel prior to execution by the Director of Public Works or his designee.

### **ENVIRONMENTAL DOCUMENTATION**

The proposed project is exempt from CEQA. Execution of the draft funding agreement for DASH Boyle to continue operation of the DASH Boyle Heights/East Los Angeles Transit Service increases passenger or commuter transit services on highway rights-of-way already in use and is therefore exempt from CEQA pursuant to Section 21080(b)(10) of the California Public Resources Code.

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

This action will allow the County to continue to participate with the City to finance the operation of the service in the unincorporated County community of ELA.

The Honorable Board of Supervisors  
August 2, 2022  
Page 4

**CONCLUSION**

Please return one adopted copy of this letter to Public Works, Transportation Planning and Programs Division.

Respectfully submitted,

MARK PESTRELLA, PE  
Director of Public Works

MP:MER:pr

Enclosure

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



FUNDING AGREEMENT FOR  
DASH BOYLE HEIGHTS/EAST LOS ANGELES  
TRANSIT SERVICE

This Funding Agreement (hereinafter referred to as AGREEMENT) is made and entered into by and between the CITY OF LOS ANGELES, (hereinafter referred to as CITY) and the COUNTY OF LOS ANGELES (hereinafter referred to as COUNTY).

WITNESSETH

WHEREAS, CITY and COUNTY agree that it is in the public interest to provide affordable fixed route transit service to residents of the unincorporated portion of the COUNTY known as East Los Angeles (ELA) as first proposed in the 1997 CITY/COUNTY/Los Angeles County Metropolitan Transportation Authority (LACMTA) report entitled "Central/East/Northeast Los Angeles Bus Transit Service Restructuring Study;" and

WHEREAS, the CITY provides such service by extending its DASH Boyle Heights/East Los Angeles transit service from the intersection of Rowan Avenue at Cesar Chavez Avenue to the intersection of Rowan Avenue at Whittier Boulevard, via Rowan Avenue (hereinafter referred to as Service); and

WHEREAS, because approximately 50 percent of the expanded DASH Boyle Heights/East Los Angeles service is within the unincorporated COUNTY area of ELA, COUNTY is willing to finance 50 percent of the operating cost of Service; and

WHEREAS, because LACMTA cancelled its duplicative Line 255 service, CITY receives regional formula allocation program funds for Service, which will reduce the amount of net operating funds that will have to be paid by CITY and COUNTY.

NOW, THEREFORE, in consideration of the mutual benefits to be derived by CITY and COUNTY and of the promises herein contained, it is hereby agreed as follows:

1. CITY'S RESPONSIBILITIES:

- A. CITY shall provide the Service as described in the DASH Boyle Heights/East Los Angeles Brochure (Exhibit A).
- B. CITY shall provide contract administration, contractor monitoring of Service, and pay their contractor for providing Service.
- C. CITY shall not perform or accept work requests from COUNTY that will cause the Maximum Funding Amount, as defined below, to be exceeded.

- D. CITY understands and agrees that only the designated COUNTY Contract Manager is authorized to request or order work under this AGREEMENT. CITY acknowledges that the designated Contract Manager is not authorized to request or order any work that would result in CITY earning an aggregate compensation in excess of the Maximum Funding Amount.
- E. CITY shall invoice COUNTY pursuant to the following provisions:
1. CITY will invoice COUNTY within ninety (90) days of the end of each month for the Service. Subject to acceptance and approval of COUNTY'S Director of Public Works or his designee (hereinafter referred to as DIRECTOR), the payment will normally be made within thirty (30) days of approval. CITY'S failure to submit required documentation and/or information will delay payment of invoice until such time documentation is received and approved by COUNTY. COUNTY will make payment to CITY within thirty (30) days of receipt of a properly completed invoice.
  2. The invoices shall be submitted to:  
  
County of Los Angeles  
Department of Public Works  
Attention Fiscal Division, Accounts Payable  
P.O. Box 7508  
Alhambra, CA 91802-7508
- F. CITY shall prepare and submit to the DIRECTOR a monthly report showing CITY'S actual operating costs, fuel costs, formula allocation funds received, fare box revenue received, and documentation showing the revenue hours, revenue miles, and passenger counts for the Service, during the term of this AGREEMENT.
- G. CITY shall comply and ensure their contractor complies with all applicable Federal; State; and local laws, rules, regulations, directives, or ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference.
- H. AUDIT PROVISIONS
1. COUNTY may inspect and audit CITY records pertaining to the Service at any reasonable time upon request to CITY'S Chief Executive Officer or his/her designee. Processing and records responsibilities shall be as follows:
    - a. The Service records will be maintained by CITY for a period of five (5) years after the term of the AGREEMENT.

- b. The Service records will be available for audit by authorized COUNTY representatives for a period of five (5) years commencing at the end of the AGREEMENT.
- 2. If at any time during the term of this AGREEMENT, or at any time within five (5) years after the expiration or termination of this AGREEMENT, authorized representatives of COUNTY, or of any other agency funding this AGREEMENT, conduct an audit of CITY regarding the Service provided to COUNTY per terms of this AGREEMENT, and if such audit finds that COUNTY'S dollar liability for such services is less than payments made by COUNTY to CITY, then CITY agrees that the difference shall be either:
  - a. Repaid forthwith by CITY to COUNTY by cash payment, or
  - b. At DIRECTOR'S option, credited against any future payments hereunder due to CITY. If such audit finds that COUNTY'S dollar liability for Service provided hereunder is more than payments made by COUNTY to CITY, then the difference shall be paid to CITY by COUNTY by cash payment, provided that in no event shall the Maximum Funding Amount be exceeded.
- I. CITY shall indemnify, defend, and hold harmless COUNTY, its elected and appointed officers, agents, employees, and Special Districts from and against any and all liability, expense of any nature whatsoever (including attorney and expert witness fees), and claims for damages of any nature whatsoever, including, but not limited to, claims or damages for property damage, personal injury, death, claims, or damages under the Comprehensive Environmental Response, Compensation, and Liability Act, the California Health & Safety Code or pursuant to any Federal, State, or local environmental law, regulation or mandate, administrative or judicial arising from or connected with any alleged act or omission of CITY, or its contractor(s), performing Service, including, but not limited to maintenance of equipment or operation of Service, including any workers' compensation suits, liability, or expense. By agreeing to the above indemnity provision, CITY expressly waives application of Government Code Section 895.2, which provides for joint and several liability of public entities entering into agreements absent inclusion of an indemnity provision to the contrary. If CITY provides Service through a contractor, CITY shall include in its contract with any contractor(s) providing Service under this AGREEMENT a provision whereby the contractor(s) agrees to indemnify, defend, and hold harmless COUNTY and its Board of Supervisors, elected and appointed officers, employees, agents, and Special Districts on the same basis the contractor(s) indemnifies, defends,

and holds harmless CITY. CITY shall not be obligated to indemnify COUNTY for the active negligence of the COUNTY.

2. COUNTY'S RESPONSIBILITIES:

- A. COUNTY shall pay 50 percent of the operating and fuel costs of Service, less the formula allocation process funds received from LACMTA and farebox subject to the following limitations:
  - 1. COUNTY'S maximum funding obligation for the period from July 1, 2022, through June 30, 2025, shall be Two Million One Hundred Thousand and 00/100 Dollars (\$2,100,000.00).
- B. COUNTY shall indemnify, defend, and hold harmless CITY, its elected and appointed officers, agents, employees, and Special Districts from and against any and all liability, expense of any nature whatsoever (including attorney and expert witness fees), and claims for damages of any nature whatsoever, including, but not limited to, claims or damages for property damage, personal injury, death, claims, or damages under the Comprehensive Environmental Response, Compensation, and Liability Act, the California Health and Safety Code or pursuant to any Federal, State, or local environmental law, regulation or mandate, administrative or judicial arising from or connected with any alleged act or omission of CITY, or its contractor(s), performing Service, including, but not limited to maintenance of equipment or operation of Service, including any workers' compensation suits, liability, or expense. By agreeing to the above indemnity provision, COUNTY expressly waives application of Government Code Section 895.2, which provides for joint and several liability of public entities entering into agreements absent inclusion of an indemnity provision to the contrary. COUNTY shall not be obligated to indemnify CITY for the active negligence of the CITY.
- C. COUNTY'S Contract Manager will be Lisa Chen of the County of Los Angeles Department of Public Works, Programs Development Division, who may be contacted at (626) 458-5935, or e-mail at [lichen@dpw.lacounty.gov](mailto:lichen@dpw.lacounty.gov), Monday through Thursday, 7:15 a.m. to 5 p.m. The Contract Manager is the only person authorized by Public Works to request work of the CITY. From time to time, COUNTY may change Contract Manager. CITY will be notified in writing when there is a change in Contract Manager.

3. IT IS MUTUALLY UNDERSTOOD AND AGREED AS FOLLOWS:

- A. The term of this AGREEMENT is from July 1, 2022, through June 30, 2025.

B. Either party may terminate this AGREEMENT by giving thirty (30) calendar days prior written notice thereof to the other party. If this AGREEMENT is terminated prior to June 30, 2025, CITY shall calculate and report the operating and fuel costs that it has not already invoiced, as specified herein, less formula allocation process funds, farebox and reimbursements specified in this AGREEMENT and invoice COUNTY accordingly, as provided herein. CITY shall credit to COUNTY any unused portion of the Operations and Administration costs previously paid by COUNTY.

C. CORRESPONDENCE

1. All correspondence and notices to the CITY shall be directed to:

Mr. Brian K. Lee, Head of Transit Operations  
City of Los Angeles  
Department of Transportation  
100 South Main Street, 10th Floor  
Los Angeles, CA 90012

2. All correspondence to COUNTY, except invoices, shall be directed to:

Mr. John Huang, Transit Manager  
County of Los Angeles  
Department of Public Works  
P.O. Box 1460  
Alhambra, CA 91802-1460

D. This AGREEMENT may be amended from time to time. Any such amendment must be made in writing and executed by the authorized signatories of the parties to this AGREEMENT.

E. This AGREEMENT, together with Exhibit A-DASH Boyle Heights/East Los Angeles Brochure, all attached hereto, are agreed by the COUNTY and the CITY to constitute the entire AGREEMENT between the COUNTY and the CITY with respect to the subject matter and supersedes all prior and contemporaneous agreements and understandings.

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IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by their respective officers, duly authorized, by the CITY OF LOS ANGELES on \_\_\_\_\_, 2022, and by the COUNTY on \_\_\_\_\_, 2022, pursuant to authority delegated by the County of Los Angeles Board of Supervisors, Board Action \_\_\_\_\_, on June 28, 2022.

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
Director of Public Works

Date: \_\_\_\_\_

APPROVE AS TO FORM:

DAWYN R. HARRISON  
Acting County Counsel

By \_\_\_\_\_  
Deputy

CITY OF LOS ANGELES  
Department of Transportation

MICHAEL N. FEURER  
Los Angeles City Attorney

By \_\_\_\_\_  
Seleta J. Reynolds  
General Manager  
Department of Transportation

By \_\_\_\_\_  
Michael Nagle  
Deputy City Attorney

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
City Clerk

Date: \_\_\_\_\_

Council File Number: \_\_\_\_\_

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# BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

<b>CLUSTER AGENDA REVIEW DATE</b>	7/13/2022	
<b>BOARD MEETING DATE</b>	8/2/2022	
<b>SUPERVISORIAL DISTRICT AFFECTED</b>	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 <sup>st</sup> <input type="checkbox"/> 2 <sup>nd</sup> <input type="checkbox"/> 3 <sup>rd</sup> <input type="checkbox"/> 4 <sup>th</sup> <input type="checkbox"/> 5 <sup>th</sup>	
<b>DEPARTMENT(S)</b>	Public Works	
<b>SUBJECT</b>	Award of Service Contracts for On-Call Environmental Services for Flood Control facilities.	
<b>PROGRAM</b>	N/A	
<b>AUTHORIZES DELEGATED AUTHORITY TO DEPT</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
<b>SOLE SOURCE CONTRACT</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why:	
<b>DEADLINES/ TIME CONSTRAINTS</b>	This item must be approved by the Board in order for Public Works to utilize Environmental Consultants and their Biologists, per regulatory permit requirements, for annual channel maintenance clearing activities beginning in August.	
<b>COST &amp; FUNDING</b>	Total cost: \$24,000,000	Funding source: Internal Service Fund (B04) Fiscal Year 2022-23 Budget (Services and Supplies), which will be reimbursed by the Flood Control District Fund.
	TERMS (if applicable): These contracts will be for a 3-year term with a single 1-year renewal option.	
	Explanation: N/A	
<b>PURPOSE OF REQUEST</b>	The purpose of the recommended action is to ensure Public Works and Los Angeles County Flood Control District comply with local, State, and Federal environmental laws, rules, regulations, and permit conditions in the planning and implementation of their projects and maintenance activities.	
<b>BACKGROUND (include internal/external issues that may exist including any related motions)</b>	Approval of the recommended action to award service contracts to provide on-call environmental services for various flood control facilities throughout Los Angeles County. On-call environmental services will be used to support environmental documentation, regulatory permit acquisition, permit compliance, mitigation planning and implementation, and related community outreach and public relations.	
<b>EQUITY INDEX OR LENS WAS UTILIZED</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please explain how: On every contract solicitation, Public Works notifies over 25,000 subscribers in our "Doing Business with Public Works" website. Public Works also notifies all small businesses registered with Workforce Development Aging and Community Services and advertises in regional and small newspapers in each Supervisorial District. Public Works follows Federal contracting laws where applicable, State Laws, Public Contract Code, and all Board contracting policies.	
<b>SUPPORTS ONE OF THE NINE BOARD PRIORITIES</b>	<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 on-call environmental services will improve the environmental, economic, and social well-being of our communities while maximizing and leveraging resources.	
<b>DEPARTMENTAL CONTACTS</b>	Name, Title, Phone # & Email: Keith Lilley, Deputy Director, (626) 458-4012, cell (626) 320-9841, <a href="mailto:klilley@pw.lacounty.gov">klilley@pw.lacounty.gov</a>	



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:

August 2, 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:

**WATER RESOURCES CORE SERVICE AREA  
AWARD OF SERVICE CONTRACTS FOR  
ON-CALL ENVIRONMENTAL SERVICES  
FOR FLOOD CONTROL DISTRICT FACILITIES  
(ALL SUPERVISORIAL DISTRICTS)  
(3 VOTES)**

**SUBJECT:**

Public Works is seeking Board approval of the award of seven separate on-call environmental service contracts to assist with compliance of local, State, and Federal environmental laws, rules, regulations, and permit conditions related to the planning and implementation of projects undertaken by Public Works for the Los Angeles County Flood Control District.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Find that the proposed actions are not a project under the California Environmental Quality Act for the reasons stated in this Board letter and in the record of the proposed activities maintained by Public Works.
2. Award consultant services contracts for a 3-year term plus a single 1-year extension option to each of the following three small-sized firms: Catalyst Environmental Solutions Corporation, Ruth Villalobos & Associates, Inc., and Watearth, Inc.; two medium-sized firms: Chambers Group, Inc., and Sapphos Environmental, Inc.; and two large-sized firms: ECORP Consulting, Inc., and PSOMAS to provide on-call environmental services, such as assistance with compliance with local, State, and Federal environmental laws, rules, regulations, and permit conditions related to the



planning and implementation of projects undertaken by Public Works for the Los Angeles County Flood Control District for a not to exceed aggregate program total of \$24 million.

3. Authorize the Chief Engineer of the Los Angeles County Flood Control District or his designee to execute contracts with each of the consultants, administer the contracts, and at the discretion of the Chief Engineer to exercise the option to extend any or all of the contracts if the Chief Engineer determines that there is a demand for the services and the services have been satisfactorily performed in the prior contract years.
4. Authorize the Chief Engineer of the Los Angeles County Flood Control District or his designee to extend the term of any of the contracts past the expiration date of the extension option period as necessary to allow for the completion of previously unforeseen additional services related to a previously assigned scope of work on a given project that are necessary for the completion of that given project.

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

Approval of the recommended actions will find that they are not subject to the California Environmental Quality Act (CEQA) and allow Public Works to award service contracts to Catalyst Environmental Solutions Corporation; Chambers Group, Inc.; ECORP Consulting, Inc.; Ruth Villalobos & Associates, Inc.; PSOMAS; Sapphos Environmental, Inc.; and Watearth, Inc., to provide on-call environmental services to maintain various flood control channel facilities within Los Angeles County. Award of the recommended contracts will assist Public Works with the planning and implementation of their projects and maintenance activities, including environmental documentation, regulatory permit acquisition, permit compliance, mitigation planning and implementation, and related community outreach and public relations.

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

These recommendations support the County Strategic Plan: Strategy II.1, Drive Economic and Workforce Development in the County and Objective II.1.2, Support Small Businesses and Social Enterprises; Strategy II.3, Make Environmental Sustainability our Daily Reality 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 and Objective III.3.2, Manage and Maximize County Assets. The recommended actions improve the environmental, economic, and social well-being of our communities while maximizing and leveraging resources.

### **FISCAL IMPACT/FINANCING**

There will be no impact to the County General Fund.

The on-call environmental services will be for a not to exceed aggregate program amount of \$24 million for seven firms, which represents the estimated cost to provide services over the 3-year term, including a single 1-year extension option for each contract. Funding for the services is included in the Flood Control District Fiscal Year 2022-23 Budget (B07). Funding to finance the contract's remaining terms and optional term will be budgeted in subsequent years' annual budgeting process. Total expenditures for these services will not exceed the amount approved by the Board.

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

The firms will perform environmental compliance services to support delivery of construction and maintenance projects for Los Angeles County Flood Control District (District). The District regularly requires the services of environmental firms to perform certain functions and studies associated with obtaining environmental evaluations and regulatory permitting for District projects and activities. These consultant service contracts will provide the District with the needed resources and expertise for these efforts.

A standard consultant services contract, in the form previously approved by County Counsel, will be used. The consultant service contracts will contain terms and conditions in compliance with the Chief Executive Office and the Board's requirements. The contract also includes a provision requiring the consultant firms to track subcontractor's utilization of Local Small Business Enterprise (LSBE), Disabled Veterans Business Enterprise, and Social Enterprise Businesses.

The term of each consultant service contract shall commence on the date of the full execution of the contract and shall extend for a period of 3 years, plus a single 1-year extension option if exercised. The expiration of each of the consultant service contracts is subject to the following condition: Where services for a given project have been authorized in writing by the County or District but are not completed by the consultant prior to the stated expiration date, the expiration date will be automatically extended solely to allow for the completion of such services.

The enclosure reflects the consultants' minority participation and the Community Business Enterprises participation data. The consultants were selected upon final analysis and consideration without regard to race, creed, gender, or color. Community Business Enterprise participation data required certification forms and the 3 year contracted histories with the County are on file with Public Works for the seven consultants.

## **ENVIRONMENTAL DOCUMENTATION**

The recommended action is not subject to the CEQA because it is an activity that is excluded from the definition of a project by Section 21065 of the California Public Resources Code and Section 15378 (b) of the State CEQA Guidelines. The proposed action to award on-call environmental service contracts for District facilities is an administrative activity of government, which will not result in direct or indirect changes to the environment.

Prior to authorizing any work to be performed under the contracts, the District will determine whether the work does not constitute a project or is exempt under CEQA and will proceed with such work only where the work meets these criteria and after making appropriate findings pursuant to CEQA. Public Works will return to the Board as necessary to recommend approval and findings under CEQA for any activity which constitutes a project and is not exempt under CEQA prior to implementation of that activity.

## **CONTRACTING PROCESS**

On November 9, 2021, Public Works issued a Request for Proposal (RFP) for on-call environmental services for District projects and maintenance activities. The RFP was posted on the "Doing Business with Public Works" and "Public Works Contract Opportunities" websites and advertised in the *Los Angeles Daily Journal*, the *Los Angeles Sentinel*, and *La Opinion*. Also, Public Works informed over 1,500 LSBEs about this business opportunity. Public Works reached out to non-LSBE and Small Business Enterprise firms to inform them and their subcontractors of the benefits of being a certified LSBE and to encourage them to become an LSBE, if eligible.

The RFP solicited small-, medium-, or large-sized firms. Each firm was requested to certify its own size, based on number of personnel, for competition with other firms in the same size category. The RFP stated the County's objective to award contracts in a not to exceed program aggregate amount of \$24 million to a total of seven firms as follows: three small-sized firms (with 25 or fewer personnel), two medium sized firms (with 26 to 75 personnel), and two large-sized firms (with over 75 personnel). The RFP also stated that prior to award of the contract the County reserves the right, at its sole discretion, to increase or decrease the number of selected firms in any category or the total number of contracts; decrease the \$24 million program aggregate amount not to exceed amount of any contract; and/or increase the \$24 million program aggregate amount not to exceed amount of any contract by up to 25 percent. The enclosure reflects the selected and nonselected consultant's utilization participation.

On January 4, 2022, a total of 15 proposals were received. For the business-sized enterprise category, there were four proposals for small-sized, three proposals for medium-sized, and eight proposals for large-sized.

An evaluation committee, consisting of Public Works technical staff evaluated the proposals as outlined in the RFP. The selected firms represent the best qualified firms to provide the required services based upon their price, technical expertise, proposed work plan, experience, personnel, qualifications, and understanding of the work requirements. The evaluations were completed without regard to race, creed, color, or gender, and in accordance with the informed averaging methodology. Based on the evaluation of the proposals, the following firms were selected: small-sized category - Catalyst Environmental Solutions Corporation, Ruth Villalobos & Associates, Inc., and Watearth, Inc.; medium-sized category - Chambers Group, Inc., and Sapphos Environmental, Inc.; large-sized category - ECORP Consulting, Inc., and PSOMAS. The selected firms represent the best qualified firms from each size category to provide the required services. Public Works has determined that the firms' proposed rates for performing the services are reasonable.

Public Works has evaluated and determined that the County of Los Angeles Code, Chapter 2.201 (Living Wage Program) does not apply to the recommended contracts. These consultant service contracts are exempt from the requirements of Proposition A because the services are required on an on-call and intermittent basis. No engineering design services will be performed under these contracts.

The consultant service contracts include a cost-of-living adjustment provision in accordance with the Board policy, which was approved on January 29, 2002.

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

There will be no negative impact on current County services or projects as a result of authorizing the recommended consultant services contracts. These contracts will provide necessary on-call environmental services in an efficient manner by enhancing the delivery of District projects.

#### **CONCLUSION**

Please return one adopted copy of this Board letter to Public Works, Stormwater Maintenance Division.

Respectfully submitted,

MARK PESTRELLA, PE  
Director of Public Works

MP:JG:sl

Enclosure

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

DRAFT

**PROPOSERS' UTILIZATION PARTICIPATION AND COMMUNITY BUSINESS ENTERPRISE PROGRAM INFORMATION FOR  
ON-CALL ENVIRONMENTAL SERVICES FOR FOOD CONTROL FACILITIES**

ENCLOSURE  
August 2, 2022

**SELECTED FIRMS**

	<b>Small-Sized Business Category Proposer Name</b>	<b>Local SBE</b>	<b>SBE</b>	<b>Minority</b>	<b>Women</b>	<b>Disadvantaged</b>	<b>DisabledVet</b>	<b>LGBTQQ</b>
1	Catalyst Environmental Solutions Corporation	<b>X</b>	N/A	N/A	N/A	N/A	N/A	N/A
2	Ruth Villalobos & Associates, Inc.	N/A	N/A	N/A	<b>X</b>	<b>X</b>	N/A	N/A
3	Watearth, Inc.	<b>X</b>	N/A	N/A	<b>X</b>	<b>X</b>	N/A	<b>X</b>
	<b>Medium-Sized Business Category Proposer Name</b>							
1	Chambers Group, Inc.	N/A	N/A	<b>X</b>	<b>X</b>	N/A	N/A	N/A
2	Sapphos Environmental, Inc.	<b>X</b>	N/A	<b>X</b>	<b>X</b>	<b>X</b>	N/A	N/A
	<b>Large-Sized Business Category Proposer Name</b>							
1	ECORP Consulting, Inc.	N/A	N/A	N/A	N/A	N/A	N/A	N/A
2	PSOMAS	N/A	N/A	N/A	N/A	N/A	N/A	N/A

**NON-SELECTED FIRMS**

	<b>Small-Sized Business Category Proposer Name</b>	<b>Local SBE</b>	<b>SBE</b>	<b>Minority</b>	<b>Women</b>	<b>Disadvantaged</b>	<b>DisabledVet</b>	<b>LGBTQQ</b>
1	Ultrasystems Environmental, Inc.	N/A	N/A	N/A	<b>X</b>	<b>X</b>	N/A	N/A
	<b>Medium-Sized Business Category Proposer Name</b>							
1	Aspen Environmental Group	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	<b>Large-Sized Business Category Proposer Name</b>							
1	AECOM Technical Services, Inc.	N/A	N/A	N/A	N/A	N/A	N/A	N/A
2	Cardno, Inc.	N/A	N/A	N/A	N/A	N/A	N/A	N/A
3	Dudek	N/A	N/A	N/A	N/A	N/A	N/A	N/A
4	Environmental Science Associates	N/A	N/A	N/A	N/A	N/A	N/A	N/A
5	ICF Jones & Stokes, Inc.	N/A	N/A	N/A	N/A	N/A	N/A	N/A
6	Michael Baker International, Inc.	N/A	N/A	N/A	N/A	N/A	N/A	N/A
7	Stillwater Ecosystem Watershed & Riverine Sciences	N/A	N/A	N/A	<b>X</b>	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.

**PROPOSERS' UTILIZATION PARTICIPATION AND COMMUNITY BUSINESS ENTERPRISE PROGRAM INFORMATION FOR  
ON-CALL ENVIRONMENTAL SERVICES FOR FOOD CONTROL FACILITIES**

ENCLOSURE  
August 2, 2022

<b>FIRM INFORMATION*</b>	Catalyst Environment al Solutions Corporation (Small)	Ruth Villalobos & Associates, Inc. (Small)	Watearth, Inc. (Small)	Chambers Group, Inc. (Medium)	Sapphos Environmental , Inc. (Medium)	ECORP Consulting (Large)	PSOMAS (Large)
<b>BUSINESS STRUCTURE</b>	Corporation	Corporation	Corporation	Corporation	Corporation	Corporation	Corporation

<b>CULTURAL/ETHNIC COMPOSITION</b>		<b>NUMBER</b>				<b>NUMBER</b>	
<b>OWNERS/PARTNER</b>	Black/African American						1
	Hispanic/Latino		1			1	3
	Asian or Pacific Islander						4
	American Indian						1
	Filipino						1
	White	5	1	1		34	90
	<i>Female (included above)</i>	1	1	1		14	26
		<b>NUMBER</b>				<b>NUMBER</b>	
<b>MANAGER</b>	Black/African American						1
	Hispanic/Latino				2	3	7
	Asian or Pacific Islander			1	3		10
	American Indian						
	Filipino						1
	White	2	1	4	8	5	3
	<i>Female (included above)</i>	1	1	4	9	5	1
<b>STAFF</b>	Black/African American					2	10
	Hispanic/Latino		2	2	11	8	14
	Asian or Pacific Islander	1		1	3	1	3
	American Indian						1
	Filipino		2		3	1	
	White	9	4	12	24	17	
	<i>Female (included above)</i>	6	7	9	19	19	81
<b>Total No. of Employees</b>		17	11	21	54	40	140

<b>COUNTY CERTIFICATION</b>							
CBE	N	N	N	N	N	N	N
LSBE	Y	N	N	Y	Y	N	N

<b>OTHER CERTIFYING AGENCY</b>							
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\*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.

# BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

<b>CLUSTER AGENDA REVIEW DATE</b>	7/13/2022		
<b>BOARD MEETING DATE</b>	8/2/2022		
<b>SUPERVISORIAL DISTRICT AFFECTED</b>	<input type="checkbox"/> All <input type="checkbox"/> 1 <sup>st</sup> <input type="checkbox"/> 2 <sup>nd</sup> <input type="checkbox"/> 3 <sup>rd</sup> <input type="checkbox"/> 4 <sup>th</sup> <input checked="" type="checkbox"/> 5 <sup>th</sup>		
<b>DEPARTMENT(S)</b>	PUBLIC WORKS		
<b>SUBJECT</b>	WATER RESOURCES CORE SERVICE AREA QUITCLAIM OF EASEMENT FROM THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT TO CHIQUITA CANYON, LLC, PRIVATE DRAIN NO. 2298-02, PARCEL 1EXE, IN THE UNINCORPORATED CASTAIC/VAL VERDE AREA OF THE COUNTY OF LOS ANGELES (SUPERVISORIAL DISTRICT 5) (3 VOTES)		
<b>PROGRAM</b>			
<b>AUTHORIZES DELEGATED AUTHORITY TO DEPT</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
<b>SOLE SOURCE CONTRACT</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why:		
<b>DEADLINES/ TIME CONSTRAINTS</b>			
<b>COST &amp; FUNDING</b>	Total cost:	\$5,000	Funding source:
			B07
	TERMS (if applicable):		
	Explanation: Chiquita Canyon, LLC, deposited \$5,000 for the quitclaim of easement. This amount was deposited into the Flood Control District Fund (B07, Revenue Source Code 9906-Sale of Capital Assets-Easements).		
<b>PURPOSE OF REQUEST</b>	Chiquita Canyon, LLC, requested the quitclaim of easement in Parcel 1EXE related to Private Drain No. 2298-02 to clear title to their property.		
<b>BACKGROUND (include internal/external issues that may exist including any related motions)</b>	In 1996 an easement for flood control purposes was dedicated to the Los Angeles County Flood Control District as part of the land rights needed for Private Drain No. 2298-02. The facility was never constructed and the subject parcel is no longer required for the purposes of the District.		
<b>EQUITY INDEX OR LENS WAS UTILIZED</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:		
<b>SUPPORTS ONE OF THE NINE BOARD PRIORITIES</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please state which one(s) and explain how: Sustainability–This transaction will eliminate the need to maintain the property and reduce the cost of the District's expenses and potential liabilities.		
<b>DEPARTMENTAL CONTACTS</b>	Name, Title, Phone # & Email: Shari Afshari, Deputy Director, (626) 458-4008, <a href="mailto:safshari@pw.lacounty.gov">safshari@pw.lacounty.gov</a>		



PRIVATE DRAIN NO. 2298-02  
UNINCORPORATED - CASTAIC/VAL VERDE 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

August 2, 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:

**WATER RESOURCES CORE SERVICE AREA  
QUITCLAIM OF EASEMENT  
FROM THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT  
TO CHIQUITA CANYON, LLC,  
PRIVATE DRAIN NO. 2298-02, PARCEL 1EXE,  
IN THE UNINCORPORATED CASTAIC/VAL VERDE AREA  
OF THE COUNTY OF LOS ANGELES  
(SUPERVISORIAL DISTRICT 5)  
(3 VOTES)**

**SUBJECT**

Public Works is seeking Board approval to quitclaim its easement for flood control purposes in Parcel 1EXE related to Private Drain No. 2298-02, in the unincorporated Castaic/Val Verde area of the County of Los Angeles, from the Los Angeles County Flood Control District to the underlying fee property owner, Chiquita Canyon, LLC.

**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 easement for flood control purposes in Parcel 1EXE related to Private Drain No. 2298-02, in the unincorporated Castaic/Val Verde area of the County of Los Angeles, is no longer required for the purposes of the Los Angeles County Flood Control District.

3. Approve the project, which is the quitclaim of easement from the Los Angeles County Flood Control District to the underlying fee property owner, Chiquita Canyon, LLC.
4. Instruct the Chair of the Board of Supervisors to execute the Quitclaim of Easement document and authorize delivery to Chiquita Canyon, LLC.

### **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 the Los Angeles County Flood Control District to quitclaim its easement for flood control purposes in Parcel 1EXE related to Private Drain 2298-02, located in the unincorporated Castaic/Val Verde area of the County of Los Angeles, as shown on the enclosed map (Enclosure A), to the underlying fee property owner, Chiquita Canyon, LLC, for \$5,000.

In 1996 an easement for flood control purposes was dedicated to the District as part of the land rights needed for Private Drain 2298-02. The facility was never constructed, and the subject parcel is no longer required for the purposes of the District.

Chiquita Canyon, the underlying fee property owner, requested the quitclaim of easement to clear title on their 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 by providing accessible funds for the District's programs.

### **FISCAL IMPACT/FINANCING**

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

Chiquita Canyon deposited \$5,000 for the quitclaim of easement. This amount was deposited into the Flood Control District Fund (B07, Revenue Source Code 9906-Sale of Capital Assets-Easements).

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

The proposed quitclaim 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 enclosed Quitclaim of Easement document (Enclosure B) has been approved by County Counsel as to form and it will be recorded.

### **ENVIRONMENTAL DOCUMENTATION**

The proposed project, which is the quitclaim of easement, is exempt from CEQA. The quitclaim 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 set forth in 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.



The Honorable Board of Supervisors  
August 2, 2022  
Page 4

## **CONCLUSION**

Please return one adopted copy of this letter and the executed original Quitclaim of Easement document 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

**PRIVATE DRAIN NO. 2298-02  
UNINCORPORATED - CASTAIC/VAL VERDE AREA**

**SUP. DISTRICT 5**

Parcel No. 1EXE  
Area = 4.83± Acres

A.I.N.  
3271-002-039

A.I.N.  
3271-002-036

FRANKLIN PKWY

WOLCOTT WY

HENRY MAYO DR



**Legend:**



Proposed Quitclaim of LACFCD Easement  
Parcel No. 1EXE

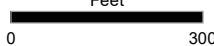


Chiquita Canyon LLC  
(Requestor)



Feet

File: Private Drain No. 2298-02



# **Enclosure B**



# ORIGINAL

RECORDING REQUESTED BY AND  
MAIL TO:

Chiquita Canyon LLC  
29201 Henry Mayo Drive  
Castaic, CA 91384

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

LOS ANGELES COUNTY FLOOD CONTROL DISTRICT

By \_\_\_\_\_

*Space Above This Line Reserved for Recorder's Use*

Assessor's Identification Numbers:  
3271-002-036 (Portion)  
3271-002-039 (Portion)

## QUITCLAIM OF EASEMENT

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 CHIQUITA CANYON, LLC, a Delaware limited liability company, all its right, title, and interest in and to the easement for flood control purposes, as shown on and dedicated on the map of Parcel Map No. 22261, recorded in Book 273, pages 27 to 37, inclusive, of Parcel Maps in the office of the Registrar-Recorder/County Clerk of the County of Los Angeles, insofar and only insofar as it exist on the real property in the unincorporated territory of the County of Los Angeles, State of California, described in Exhibit A attached hereto and by this reference made a part hereof.

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

Filed with: PRIVATE DRAIN NO. 2298-02  
Parcel No. 1EXE  
S.D. 5 M2021014  
Project ID No. MPR0001000

P:\CONF\SMQCEFLD\TOCHIQUITACYNLLCPD2298-2 1EXE RVSD 051922

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 Carole 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

File with: **PRIVATE DRAIN NO. 2298-02**  
**PARCEL NO. 1EXE**  
**A.I.N. 3271-002-036 and**  
**3271-002-039**  
**I.M. 264-077**  
**S.D. 5**  
**M2021014**


## LEGAL DESCRIPTION

### PARCEL NO. 1EXE (Quitclaim of easement):

All that portion of that certain easement, as shown on Parcel Map No. 22261, filed in Book 273, pages 27 through 37, of Parcel Maps, in the office of the Registrar-Recorder/County Clerk of the County of Los Angeles, shown and designated on sheet 10 of said map as "EASEMENT TO LOS ANGELES COUNTY FLOOD CONTROL DISTRICT FOR FLOOD CONTROL PURPOSES".

Containing: 4.83± acres.



APPROVED AS TO DESCRIPTION	
By	
	LICENSED LAND SURVEYOR Los Angeles County Public Works
Dated	<u>March 8, 2022</u>