

County of Los Angeles Chief Executive Office

# COMMUNITY SERVICES CLUSTER AGENDA REVIEW MEETING

FESIA A. DAVENPORT Chief Executive Officer DATE: Wednesday, July 20, 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#

Click here to join the meeting

# <u>AGENDA</u>

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 (Public Works) for August 2, 2022 Board agenda: WATER RESOURCES CORE SERVICE AREA APPROVAL OF A RENTAL AGREEMENT BETWEEN THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT AND THE COUNTY OF LOS ANGELES BALLONA CREEK, PARCELS 99, 103, 120, 122, AND 123, IN THE PLAYA DEL REY COMMUNITY OF THE CITY OF LOS ANGELES
  - B. Board Letter (Public Works) for August 2, 2022 Board agenda: ENVIRONMENTAL SERVICES CORE SERVICE AREA ANNEXATION AND LEVYING OF SEWER SERVICE CHARGES TO THE CONSOLIDATED SEWER MAINTENANCE DISTRICT OF 20 PARCELS WITHIN UNINCORPORATED TERRITORIES OF AGOURA, ALTADENA, ATHENS, CASTAIC, AND QUARTZ HILL AND THE CITIES OF CARSON, DIAMOND BAR, DUARTE, INDUSTRY, LOS ANGELES, RANCHO PALOS VERDES, ROLLING HILLS, ROLLING HILLS ESTATES, SAN DIMAS, AND SANTA CLARITA
  - C. Board Letter (Public Works) for August 2, 2022 Board agenda: CONSTRUCTION-RELATED CONTRACT PUBLIC CONTRACTING AND ASSET MANAGEMENT CORE SERVICE AREA AWARD CONSULTANT SERVICES AGREEMENT ON-CALL SURVEYING AND RELATED SERVICES FOR FEDERALLY AND NON-FEDERALLY FUNDED PROJECTS

- D. Board Letter (Public Works) for August 2, 2022 Board agenda: CONSTRUCTION-RELATED CONTRACT PUBLIC CONTRACTING AND ASSET MANAGEMENT CORE SERVICE AREA ON-CALL ENVIRONMENTAL ASSESSMENT, REMEDIATION, AND COMPLIANCE SERVICES AWARD CONSULTANT SERVICES AGREEMENTS
- E. Board Letter (Public Works) for August 2, 2022 Board agenda: ENVIRONMENTAL SERVICES CORE SERVICE AREA AWARD EIGHT EXCLUSIVE COMMERCIAL FRANCHISE CONTRACTS FOR COMMERCIAL SOLID WASTE COLLECTION SERVICES IN THE UNINCORPORATED AREAS OF LOS ANGELES COUNTY
- F. Board Letter (Public Works) for August 2, 2022 Board agenda: CONSTRUCTION CONTRACT TRANSPORTATION CORE SERVICE AREA DELEGATE AUTHORITY TO ADOPT, ADVERTISE, AND AWARD CARMENITA ROAD AND TELEGRAPH ROAD INTERSECTION IMPROVEMENTS PROJECT ID NO. RDC0016001 IN THE CITY OF SANTA FE SPRINGS AND IN THE UNINCORPORATED COMMUNITY OF SOUTH WHITTIER
- **G.** Board Letter (Public Works) for August 2, 2022 Board agenda: CONSTRUCTION-RELATED CONTRACTS CONSTRUCTION MANAGEMENT CORE SERVICE AREA AWARD CONSULTANT SERVICES AGREEMENT ON-CALL LABOR COMPLIANCE CONSULTANT SERVICES FOR FEDERALLY FUNDED PROJECTS
- H. Board Letter (Public Works) for August 2, 2022 Board agenda: TRANSPORTATION CORE SERVICE AREA COLIMA ROAD IMPROVEMENT PROJECT APPROVAL OF PROJECT AND CERTIFICATION OF MITIGATED NEGATIVE DECLARATION UNINCORPORATED COUNTY COMMUNITIES OF HACIENDA HEIGHTS, ROWLAND HEIGHTS, WHITTIER, AND CITY OF INDUSTRY
- I. Board Letter (Public Works) for August 2, 2022 Board agenda: ENVIRONMENTAL SERVICES CORE SERVICE AREA LOS ANGELES COUNTY REVISED COUNTYWIDE SITING ELEMENT AND ITS FINAL ENVIRONMENTAL IMPACT
- J. Board Letter (Public Works Capital Project) for August 2, 2022 Board agenda: CONSTRUCTION-RELATED CONTRACT CONSTRUCTION MANAGEMENT CORE SERVICE AREA SAN GABRIEL VALLEY AQUATIC CENTER PROJECT APPROVE PROJECT BUDGET AND APPROPRIATION ADJUSTMENT APPROVE STIPENDS FOR DESIGN-BUILD AWARD DESIGN-BUILD CONTRACT CAPITAL PROJECT NO. 69909

- K. Board Letter (Public Works Capital Project) for August 2, 2022 Board agenda: (also on the 7/20/2022 Health and Mental Health Services Cluster) CONSTRUCTION CONTRACT CONSTRUCTION MANAGEMENT CORE SERVICE AREA HARBOR-UCLA MEDICAL CENTER REPLACEMENT PROGRAM INTERIM HELISTOP PROJECT COMPONENT ADOPT, ADVERTISE, AND AWARD CAPITAL PROJECT NO. 67965
- L. Board Letter (Public Works Capital Project) for August 2, 2022 Board agenda: CONSTRUCTION CONTRACT CONSTRUCTION MANAGEMENT CORE SERVICE AREA EL MONTE LIBRARY AMERICANS WITH DISABILITIES ACT REFURBISHMENT PROJECT ROSEMEAD LIBRARY AMERICANS WITH DISABILITIES ACT REFURBISHMENT PROJECT ESTABLISH AND APPROVE CAPITAL PROJECTS APPROVE APPROPRIATION ADJUSTMENT APPROVE USE OF JOB ORDER CONTRACT SPECS. 7829 AND 7830; CAPITAL PROJECT NOS. 87865 AND 87866
- M. Board Letter (Agricultural Commissioner/Weights and Measures) for August 9, 2022 Board agenda: APPROVAL OF AGREEMENT #22-0646-000-SA WITH THE CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE FOR EGG QUALITY CONTROL
- N. Board Letter (Agricultural Commissioner/Weights and Measures) for August 9, 2022 Board agenda: APPROVAL OF PETROLEUM PRODUCTS AGREEMENT WITH THE CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE FOR INSPECTING RETAIL MOTOR FUEL STATIONS
- O. Board Letter (Los Angeles County Development Authority) for August 9, 2022 Board agenda: APPROVE PURCHASE ORDER WITH DELL MARKETING LP FOR SERVERS AND STORAGE
- P. Board Letter (Los Angeles County Development Authority) for August 9, 2022 Board agenda: AWARD A CONSTRUCTION CONTRACT TO PIPE RESTORATION INC. FOR THE HARBOR HILLS FAMILY PUBLIC HOUSING DEVELOPMENT IRRIGATION SYSTEM UPGRADE
- Q. Board Letter (Los Angeles County Development Authority) for August 9, 2022 Board agenda: ADOPTION OF A RESOLUTION AUTHORIZING THE COUNTY OF LOS ANGELES TO PARTICIPATE IN THE FOURTH ROUND NOTICE OF FUNDING AVAILABILITY FOR THE NO PLACE LIKE HOME PROGRAM

- R. Board Letter (Los Angeles County Development Authority) for August 9, 2022 Board agenda: APPROVE AN AMENDMENT TO ALLOCATION OF FUNDING AND THE COMMUNITY DEVELOPMENT BLOCK GRANT – DISASTER RECOVERY PROGRAM STANDARD AGREEMENT
- **S.** Board Letter (Los Angeles County Library) for August 9, 2022 Board agenda: ACCEPT A GRANT AWARD OF \$125,000 FROM THE CALIFORNIA STATE LIBRARY FOR THE LIBRARY'S TEEN CULTURE CLUB
- T. Board Letter (Los Angeles County Library) for August 9, 2022 Board agenda: AWARD A CONTRACT FOR ADMINISTRATIVE SERVICES RELATED TO THE SCHOOLS AND LIBRARIES PROGRAM (E-RATE PROGRAM) FOR LA COUNTY LIBRARY

# 3. PRESENTATION/DISCUSSION ITEM(S):

- A. Board Briefing (Animal Care and Control): ANIMAL CARE SERVICES FOR PETS OF PEOPLE EXPERIENCING HOMELESSNESS Speaker: Marcia Mayeda
- B. Board Briefing (Regional Planning): LANGUAGE ACCESS STRATEGY Speaker: Amy Bodek
- 4. PUBLIC COMMENTS (2 minutes each speaker)

# **CLOSED SESSION:**

• CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION – 1 CLAIM Paragraph (1) of Subdivision (d) of Government Code Section 54956.9

Marcos Matamoros v. County of Los Angeles et al., Los Angeles Superior Court Case No. 19STCV46198, Department of Public Works

5. ADJOURNMENT

# BOARD LETTER/MEMO CLUSTER FACT SHEET

⊠ Board Letter	□ E	Board Memo	Other
CLUSTER AGENDA REVIEW DATE	7/20/2022		
BOARD MEETING DATE	8/2/2022		
SUPERVISORIAL DISTRICT AFFECTED	□ All □ 1 <sup>st</sup> ⊠ 3	2 <sup>nd</sup> 3 <sup>rd</sup> 4 <sup>th</sup> 5 <sup>th</sup>	
DEPARTMENT(S)	Public Works		
SUBJECT	THE LOS ANGELES CO AND THE COUNTY OF BALLONA CREEK, PAI	TAL AGREEMENT BETWEEN DUNTY FLOOD CONTROL DISTRICT LOS ANGELES RCELS 99, 103, 120, 122, AND 123, Y COMMUNITY OF THE CITY OF LOS	ANGELES
PROGRAM	None		
AUTHORIZES DELEGATED AUTHORITY TO DEPT	Yes for the Departm	ent of Beaches and Harbors	0
SOLE SOURCE CONTRACT	🗌 Yes 🛛 No		
	If Yes, please explain w	hy:	
DEADLINES/ TIME CONSTRAINTS		open the public parking lot for the summ	er season.
COST & FUNDING	Total cost: \$0	Funding source: B07	
	TERMS (if applicable):		
	Explanation:		
PURPOSE OF REQUEST	the County of Los Angel for the operation and ma of the City of Los Angele	nent between the Los Angeles County Flees, on behalf of the Department of Beach aintenance of a public parking lot in the Plees, and delegate authority to the Director ement and amendments.	nes and Harbors (DBH), aya del Rey community
BACKGROUND (include internal/external issues that may exist including any related motions)	public parking lot along lot. The District is the maintained the public pa	22-02 is for the operation and maintenance Ballona Creek, commonly known as the underlying fee owner and DBH pro- arking lot under an agreement, which has	e 62nd Avenue parking eviously operated and
EQUITY INDEX OR LENS WAS UTILIZED	☐ Yes   ⊠ No If Yes, please explain he	ow:	
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	Sustainability-This trans	ch one(s) and explain how: saction will enable the County to efficien ir a public parking lot, thereby improvin nity.	
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Shari Afshari, Deputy D	Email: irector, (626) 458-4008, <u>safshari@pw.lac</u>	county.gov

# BALLONA CREEK PLAYA DEL REY COMMUNITY OF THE CITY OF LOS ANGELES





RENTAL PREMISES

FOR REFERENCES PURPOSES ONLY



MARK PESTRELLA, Director

# **COUNTY OF LOS ANGELES**

# DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

900 SOUTH FREMONT AVENUE ALHAMBRA, CALIFORNIA 91803-1331 Telephone: (626) 458-5100 http://dpw.lacounty.gov

August 2, 2022

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

> IN REPLY PLEASE REFER TO FILE: SMP-2

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

Dear Supervisors:

# WATER RESOURCES CORE SERVICE AREA APPROVAL OF A RENTAL AGREEMENT BETWEEN THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT AND THE COUNTY OF LOS ANGELES BALLONA CREEK, PARCELS 99, 103, 120, 122, AND 123, IN THE PLAYA DEL REY COMMUNITY OF THE CITY OF LOS ANGELES (SUPERVISORIAL DISTRICT 2) (3 VOTES)

# **SUBJECT**

Public Works is seeking Board approval of a rental agreement authorizing the use of a property owned by the Los Angeles County Flood Control District by the County of Los Angeles, on behalf of the Department of Beaches and Harbors, for the operation and maintenance of a public parking lot. The property is located along Ballona Creek in the Playa del Rey community of the City of Los Angeles.

# 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. Approve the rental of a property owned by the Los Angeles County Flood Control District along Ballona Creek, Parcels 99, 103, 120, 122, and 123, in the Playa del Rey community of the City of 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. Approve the rental of a property owned by the Los Angeles County Flood Control District along Ballona Creek, Parcels 99, 103, 120, 122, and 123, in the Playa del Rey community of the City of Los Angeles, by the County of Los Angeles for the operation and maintenance of a public parking lot and delegate authority to the Director of the Department of Beaches and Harbors to execute the rental agreement with the Los Angeles County Flood Control District for these purposes.
- 3. Delegate authority to the Director of the Department of Beaches and Harbors or his designee to approve and execute amendments to: (1) extend the term of the rental agreement; (2) modify its obligations under the rental agreement; or (3) suspend, cancel, or terminate the rental agreement if in the Director of Department of Beaches and Harbors' opinion, it is in the best interest of the County of Los Angeles.

# 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 approve the rental of a property owned by the Los Angeles Flood Control District along Ballona Creek, Parcels 99, 103, 120, 122, and 123, in the Playa del Rey community of the City of Los Angeles, as shown on the enclosed map (Enclosure A) for the operation and maintenance of a public parking lot.

The Department of Beaches and Harbors (DBH) on behalf of the County previously operated and maintained a parking facility on Parcels 99, 103, 120, 122, and 123, in the Playa del Rey community of the City of Los Angeles under Lease Agreement No. 40321 with the District. The Lease Agreement was terminated in 2014 to allow the City of Los Angeles to use the property for its Venice Dual Force Main Project, which upgraded the City's sewer line infrastructure. The City has since completed its operation and vacated the subject property in March 2022.

Subsequently, the District and DBH negotiated and agreed to the terms of the enclosed Rental Agreement No. 22-02 (Enclosure B) to resume the County's operation of the parking facility. The metered parking facility will be open to the public for use at the same

rates as the surrounding DBH operated public parking lots which is currently \$0.25 for every ten minutes, up to \$13. All parking revenue generated by this parking lot will be deposited into DBH's operating budget.

The Chief Engineer of the Los Angeles Flood Control District has delegated authority to sign Rental Agreements, on behalf of the District, pursuant to Section 19.05 of the Flood Control District Code. The Director of DBH does not have delegated authority to execute rental agreements. Therefore, this Board letter seeks the Board's approval of Rental Agreement No. 22-02 and the delegated authority for the Director of DBH to execute Rental Agreement No. 22-02 and any amendments.

# Implementation Of Strategic Plan Goals

These recommendations support the County Strategic Plan: Strategy III.3, Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability, by allowing the County to efficiently facilitate operations, maintenance, and repair a public parking lot, thereby improving the quality of life for residents of the community.

#### FISCAL IMPACT/FINANCING

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

The consideration for Rental Agreement No. 22-02 will be the County's obligation to maintain the property in a safe, clean, secure, and orderly condition at all times during the term of Rental Agreement No. 22-02. The associated cost savings to the District is sufficient to offset the fair rental value of the property.

DBH will absorb the operating and maintenance costs of the parking lot in its operating budget in lieu of rental fee payments to the District. The revenues generated from the parking facility will be deposited into DBH's operating budget (A01).

# FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The County previously operated and maintained a parking facility on Parcels 99, 103, 120, 122, and 123, in the Playa del Rey community of the City of Los Angeles under an agreement with the District. The agreement was terminated in 2014 to allow the City of Los Angeles to use the property in conjunction with the City's Venice Dual Force Main Project, which upgraded the City's sewer line infrastructure. The City has since completed its operation and vacated the subject property in March 2022.

Subsequently, the District and the County negotiated and agreed to the terms of Rental Agreement No. 22-02 to resume the County's operation of the parking facility at the property. The agreement term is month-to-month for a period not to extend 10 years.

The Director of Public Works has delegated authority to sign Rental Agreement No. 22-02, on behalf of the District, pursuant to Section 19.05 of the Flood Control District Code. The Director of DBH does not have delegated authority to execute Rental Agreement No. 22-02. Therefore, this Board letter seeks the Board's approval of Rental Agreement No. 22-02 and the delegated authority for the Director of DBH to execute Rental Agreement No. 22-02 and any amendments.

Rental Agreement No. 22-02 has been reviewed and approved by County Counsel on behalf of the District and DBH.

# ENVIRONMENTAL DOCUMENTATION

The proposed project is exempt from CEQA. The project, which is a rental agreement for the operation and maintenance of a public parking lot, is within a class of projects that have been determined not to have a significant effect on the environment and that meets the criteria set forth in Sections 15301 and 15304 of the CEQA Guidelines and Classes 1 and 4 of the County's Environmental Document Reporting Procedures and Guidelines, Appendix G. In addition, based on the proposed project records, it will comply with all applicable regulations and there are no cumulative impacts, unusual circumstances, damage to scenic highways, or listing on hazardous waste site lists compiled pursuant to Government Code, Section 65962.5; or indications that it may cause a substantial adverse change in the significance of a historical resource that would make the exemption inapplicable.

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

The recommended actions will provide for efficient operation and maintenance of the public parking lot. There will be no impact to current services or projects.

#### CONCLUSION

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

Respectfully submitted,

MARK PESTRELLA, PE Director of Public Works GARY JONES Director of Beaches and Harbors

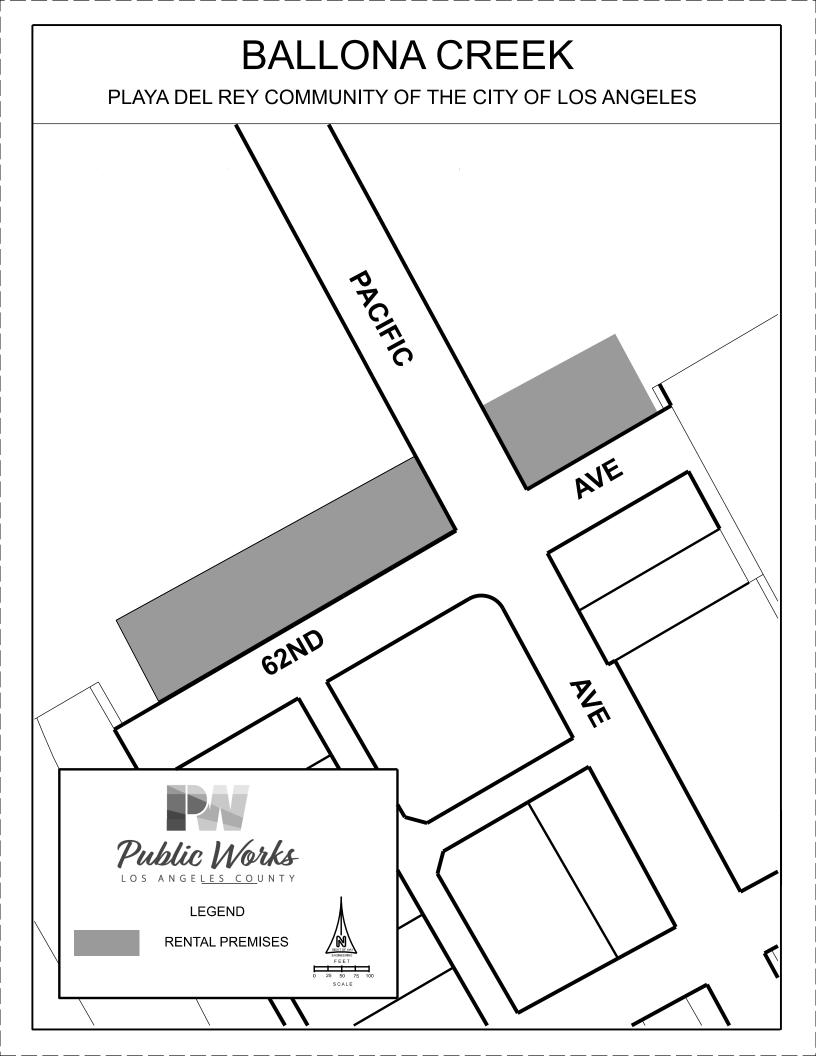
MP:GE:ec

Enclosures

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

P:\MPPUB\ADMIN\EMILY\BL\BALLONA CRK\_ANR\BALLONA CREEK BL.DOCX

# **Enclosure A**



# **Enclosure B**

Rental Agreement No. 22-02 Ballona Creek Right-of-Way Parcels 99, 103,120, 122, and 123 Right-of-Way Map No. 17-RW 11.2 Assessor's Identification No. 4116-035-900 Supervisorial District 2

#### **RENTAL AGREEMENT**

by and between the

LOS ANGELES COUNTY FLOOD CONTROL DISTRICT, a body corporate and politic,

hereinafter referred to as "DISTRICT"

and

COUNTY OF LOS ANGELES, by and through its Department of Beaches and Harbors, hereinafter referred to as "TENANT"

#### RECITALS

WHEREAS, DISTRICT is the owner of that certain property generally located northerly of 62nd Avenue at Pacific Avenue, in the unincorporated area of City of Los Angeles identified as Assessor's Identification No. 4116-035-900 and more particularly described in Exhibit "A" attached hereto and made a part hereof, (hereinafter referred to as PREMISES) and

WHEREAS, TENANT wishes to (1) operate and maintain the existing public paved and stripped parking lots, and (2) permit occasional TENANT sponsored events on the PREMISES.

WHEREAS, DISTRICT acknowledges TENANT's existing improvements on the PREMISES include pay stations, bollards, spikes, exit boxes, and signage, (hereinafter referred to as IMPROVEMENTS).

NOW, THEREFORE, in consideration of these recitals and the faithful performance by TENANT and DISTRICT of the mutual covenants herein contained for the period of time herein set forth, DISTRICT and TENANT hereto mutually agree as follows:

#### SECTION 1. Authorized Use

- 1.1. TENANT is authorized and permitted to use PREMISES for the operation of the public parking lots, events, and the operation, maintenance of IMPROVEMENTS in accordance with the terms and conditions of this Rental Agreement.
- 1.2. TENANT acknowledges Ballona Creek is a working flood protection and water conservation facility and TENANT'S use of the PREMISES shall be subordinate to the primary uses and purposes of the PREMISES for watershed management including flood control, water conservation, and water quality purposes by DISTRICT and others (pursuant to DISTRICT'S permission), and TENANT'S use of PREMISES shall at no time interfere with the use of PREMISES or the use of DISTRICT'S adjacent property and/or improvements for such purposes or activities.
  - 1.2.1. TENANT acknowledges that DISTRICT performs periodic maintenance on and within Ballona Creek. DISTRICT reserves the right to temporarily restrict or prohibit access by TENANT or others to some or all of the PREMISES, as DISTRICT determines to be reasonably necessary, to perform these maintenance activities. DISTRICT shall not be responsible for providing alternative access to or within PREMISES during these maintenance activities.
- 1.3 DISTRICT reserves the right to use or allow others to use PREMISES for any and all lawful purposes in addition to flood control, water conservation, and water quality purposes including, but not limited to, public transportation, utilities, roads, parks and recreation, and/or other related uses together with incidental rights of construction and installation of facilities, ingress and egress, operation and maintenance. The exercise of the rights reserved herein shall not be inconsistent with TENANT'S use or constitute unreasonable interference. In the event DISTRICT exercises such right, DISTRICT will restore PREMISES to as good or better condition as existed on the day possession of PREMISES was taken by District,
- 1.4 This Rental Agreement is valid only to the extent of DISTRICT'S jurisdiction. Acquisition of permits for TENANT IMPROVEMENTS that are required by other affected agencies or agencies with regulatory jurisdiction and the consent of underlying fee owner(s) other than DISTRICT, (hereinafter collectively referred to as THIRD-PARTY APPROVALS) if any and is the responsibility of TENANT. TENANT shall be responsible for all costs associated with TENANT IMPROVEMENTS that require obtaining and complying with the requirements and conditions of all THIRD-PARTY APPROVALS, including, by way of example, permit fees and compensatory mitigation expenses. TENANT shall provide DISTRICT copies of all THIRD-PARTY APPROVALS.

#### SECTION 2. Construction and Maintenance of IMPROVEMENTS

- 2.1. TENANT understands and acknowledges that it is required to comply with the requirements set forth in the California Environmental Quality Act CEQA and the State CEQA guidelines, the National Environmental Policy Act (NEPA) and any applicable NEPA regulations of any federal agency with regulatory jurisdiction over IMPROVEMENTS prior to implementing IMPROVEMENTS and that TENANT shall be the lead agency with respect to any and all CEQA compliance related to IMPROVEMENTS. In addition to its other indemnification obligations as specified below, TENANT hereby agrees to indemnify, defend, and hold harmless DISTRICT, its elected and appointed officers, employees, and agents from and against any and all claims and/or actions related to IMPROVEMENTS that may be asserted by any third party or public agency alleging violations of CEQA or the CEQA Guidelines or the NEPA.
- 2.2. TENANT shall bear all costs in connection with the operation and maintenance of the IMPROVEMENTS, including preparation of plans and specifications and all costs and expenses, if necessary.
- 2.3. TENANT shall keep, inspect, and maintain PREMISES and IMPROVEMENTS in a safe, clean, secure and orderly condition at all times during the term of this Rental Agreement.
- 2.4. TENANT shall comply with the Los Angeles County Flood Control District's Policy Addressing Homeless Encampments within LACFCD Right of Way and assume the Department of Public Works' responsibilities as described in Exhibit B, at TENANT's cost, with respect to within the PREMISES occupied by the IMPROVEMENTS.
- 2.5. TENANT shall remove graffiti from PREMISES and IMPROVEMENTS and any walls, fences, and signs, that are located within PREMISES anytime graffiti is discovered by TENANT or anytime TENANT is notified by DISTRICT. Graffiti must be removed within the following guidelines:

2.5.1 Remove vulgar graffiti (i.e., profane, obscene, or racist) within 24 hours, Monday through Friday.

- 2.5.2 Remove other graffiti within 72 hours, Monday through Friday.
- 2.6. TENANT shall replace or repair any property of DISTRICT on the PREMISES that becomes damaged by TENANT or any person entering PREMISES at TENANT'S invitation or consent of, either expressed or implied, within a reasonable time to the satisfaction of DISTRICT or

TENANT shall compensate DISTRICT for the damage within thirty (30) days of the TENANT'S receipt of an invoice from DISTRICT.

2.7. TENANT shall close all gates and take all actions necessary to render the PREMISES inaccessible to public access in the event TENANT suspends or terminates its use of the PREMISES.

#### SECTION 3. Term

3.1. The term of this Rental Agreement is a month-to-month, not to exceed ten (10) years, commencing upon full execution by DISTRICT subject to DISTRICT'S right to terminate TENANT'S use as provided for in Section 4 below.

#### SECTION 4. Termination of Use

- 4.1. DISTRICT shall have the right to cancel this Rental Agreement and terminate TENANT'S use of PREMISES by giving TENANT at least ninety (90) days' prior written notice under the following conditions:
  - 4.1.1. DISTRICT proposes to implement a project on, or including, PREMISES for watershed management purposes including flood control, water conservation, and water quality; and
  - 4.1.2. DISTRICT determines, in good faith, that IMPROVEMENTS and/or TENANT's use of PREMISES, or any of them, would be substantially incompatible with the proposed project; and
  - 4.1.3. DISTRICT has notified TENANT of the basis for DISTRICT'S determination that a substantial incompatibility will exist and has provided TENANT with a reasonable opportunity to propose modifications to IMPROVEMENTS or TENANT's use of the PREMISES that will eliminate the incompatibility.
- 4.2. DISTRICT shall have the right to cancel this Rental Agreement and terminate TENANT'S use of PREMISES by giving TENANT at least 60 days prior written notice if: (1) TENANT breaches any term or condition of this Rental Agreement, or (2) changes in Federal, State or local laws, rules and regulations result in the presence or use of IMPROVEMENTS imposing additional regulatory burdens or impediments on the primary uses and purposes of PREMISES for watershed management, including flood control, water conservation, and water quality purposes, by DISTRICT and others (pursuant to DISTRICT's permission).

- 4.3. DISTRICT shall have the right to immediately cancel and terminate TENANT's use of PREMISES, or, at DISTRICT's sole discretion, to temporarily suspend such use in the event DISTRICT determines, in good faith, that it is necessary for DISTRICT to enter and take exclusive possession of PREMISES in to order to respond to an emergency, as defined in Public Contract Code Section 1102. In the event of an emergency, TENANT shall bear any reasonable expenses associated with the cessation of such use and shall have no rights or claims therefore against DISTRICT.
- 4.4. TENANT shall have the right to cancel and terminate its use of PREMISES, pursuant to this Rental Agreement, for any reason by giving DISTRICT at least sixty (60) days prior written notice.

#### SECTION 5. Removal of Improvements and Restoration of Premises

- 5.1. Upon the expiration or sooner termination of this Rental Agreement, TENANT shall, at its own expense, remove IMPROVEMENTS and restore the PREMISES, to a condition similar to or better than that which existed on the effective date of this Rental Agreement, reasonable wear and tear excepted, provided, however that District, upon receipt of a written request from TENANT, may permit TENANT to leave all or portion of said IMPROVEMENT on PREMISES.
- 5.2. If TENANT fails to remove IMPROVEMENTS and restore PREMISES within ninety (90) days of the expiration of this Rental Agreement or sooner termination of TENANT's use of PREMISES, pursuant to this Rental Agreement, DISTRICT may remove IMPROVEMENTS.
- 5.3. If DISTRICT removes IMPROVEMENTS pursuant to Subsection 5.2, DISTRICT shall submit a billing invoice to TENANT indicating the costs and expenses incurred by DISTRICT in connection with the removal of the IMPROVEMENTS and TENANT shall reimburse DISTRICT all such costs and expenses for removing said IMPROVEMENTS within thirty (30) days of the billing invoice.

#### SECTION 6. Miscellaneous Terms and Conditions

6.1. Indemnification

6.1.1 In accordance with Government Code Section 895.4, DISTRICT and TENANT agree to apportion responsibility and indemnification, notwithstanding any other provision of law, as follows:

6.1.1.1. TENANT shall indemnify, defend, and hold DISTRICT, its officers, employees, and agents harmless from, and against, any claims, demands, liability, damages, costs, and expenses,

including, without limitation, involving bodily injury, death, or personal injury of any person or property damage of any nature whatsoever, arising from, or related to TENANT'S use of the PREMISES, the construction, reconstruction, maintenance, operation, use or removal of IMPROVEMENTS or TENANT's breach of any term of this Rental Agreement, except to the extent caused by the negligence or willful misconduct of DISTRICT.

6.1.1.2. DISTRICT shall indemnify, defend, and hold TENANT and the County of Los Angeles, and their respective officers, employees and agents harmless from and against, any claims, demands, liability, damages, costs, and expenses including, without limitation, involving bodily injury, death, or personal injury of any person or property damage of any nature whatsoever, arising from or related to any and all uses of PREMISES by DISTRICT, except to the extent caused by the negligence or willful misconduct of TENANT.

- 6.1.2. TENANT releases DISTRICT and waives all rights to damages for any loss, costs, or expenses TENANT may sustain as a result of any damage to, or destruction of, IMPROVEMENTS or to PREMISES attributable to DISTRICT's watershed management activities, including any flood control, water conservation or water quality activities on, or adjacent to, PREMISES, or attributable to any flooding caused by inadequacy or failure of DISTRICT's facilities, except to the extent caused by DISTRICT'S negligent or willful misconduct.
- 6.1.3. Each party to this Rental Agreement shall include the other within the protection of any indemnification clause contained in any ancillary contract relating to PREMISES.
- 6.2. Without limiting TENANT's indemnification of DISTRICT, TENANT shall procure and maintain, in full force and effect during the term of this Rental Agreement, insurance policies providing for the following insurance coverage:
  - Commercial general liability and property damage coverage with a combined single limit liability in the amount of not less than Two Million Dollars (\$2,000,000) per occurrence.
  - Worker's Compensation coverage in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure, and provide legal defense for both DISTRICT and TENANT against any loss, claim, or damage arising from any injuries or occupational diseases occurring to any worker employed

by, or any person retained by, TENANT while carrying out the work or services contemplated in this Use Agreement.

- Automobile Liability Insurance: TENANT shall procure such policy with coverage of not less than One Million Dollars (\$1,000,000) per accident.
- The Los Angeles County Flood Control District, its governing board, officers, agents, contractors, and employees shall be named as Additional Insureds on all policies of liability insurance. TENANT shall furnish to DISTRICT a Policy of Insurance evidencing TENANT's insurance coverage no later than (10) working days after execution of the Agreement, but before TENANT takes possession of the Premises. Upon renewal of said policy, TENANT shall furnish to DISTRICT a Certificate evidencing TENANT's continued insurance coverage as required herein.
- DISTRICT acknowledges that TENANT is self-insured and TENANT agrees to maintain said self-insurance as required herein.
- 6.3. TENANT and DISTRICT shall have no financial obligation to each other under this Rental Agreement, except as herein expressly provided.
- 6.4. DISTRICT, its Board, and any authorized officer, engineer, employee, or contractor, through its agents or representatives, shall have full right and authority to enter in and upon PREMISES at any and all reasonable times during the term of this Rental Agreement, all without interference or hindrance by TENANT, its agents, officers, contractors, employees, or representatives for the purpose of inspecting the same and to serve or post any notice required or permitted by law for protection of any right or interest of DISTRICT.
- 6.5. Except as to fuels, lubricants, and products associated with motorized vehicles, equipment, gardening, or maintenance-related substances, or all of the above, TENANT shall not cause or allow the presence, use, storage, or disposal of any hazardous substances on or about PREMISES without the prior written consent of DISTRICT, which consent shall not be unreasonably denied. In the event of spillage, leakage, or escape of any hazardous substance onto PREMISES, TENANT shall immediately notify DISTRICT by calling (800) 675-4357. If the spillage, leakage, or escape was caused by TENANT, TENANT shall promptly remove any such substance from PREMISES to DISTRICT's satisfaction. In addition to

removing any of TENANT's hazardous substances, TENANT shall be liable for and reimburse DISTRICT for any and all cost and expenses that DISTRICT may incur or suffer as a result thereof. Such responsibility shall include cost or expenses as DISTRICT may incur by reason of Federal, State, local, or other authoritative agency's laws and regulations. Notwithstanding the foregoing, TENANT shall have no responsibility regarding any spillage, leakage or escape associated with any of DISTRICT's tenants, licensees or easement holders.

6.6. Any notice to be given or document to be delivered by DISTRICT or TENANT to the other party may be delivered in person to either party or by private courier or may be deposited in the United States mail, duly registered or certified, with postage prepaid and addressed to the party for whom intended as follows:

To DISTRICT:

Los Angeles County Flood Control District Survey/Mapping & Property Management Division P.O. Box 1460 900 South Fremont Avenue Alhambra, CA 91802-1460 tel.: (626) 458-7023 or (626) 458-7072; fax (626) 979-5322 For emergencies, contact (626) 458-HELP (4357)

To TENANT:

County of Los Angeles Department of Beaches and Harbors Asset Management Division 13837 Fiji Way Marina del Rey, CA 90292

//

 $\parallel$ 

This Rental Agreement has been executed on behalf of DISTRICT and TENANT by and through their respective duly authorized representatives on the day of \_\_\_\_\_2022.

This Rental Agreement may be executed simultaneously or in any number of counterparts, including both counterparts that are executed manually on paper and counterparts that are in the form of electronic records and are executed electronically, whether digital or encrypted, each of which shall be deemed an original and together shall constitute one and the same instrument.

DISTRICT and TENANT hereby agree to regard facsimile/electronic representations of original signatures of authorized officers of each party, when appearing in appropriate places on this Rental Agreement and on any addenda or amendments thereto, delivered or sent via facsimile or electronic mail or other electronic means, as legally sufficient evidence that such original signatures have been affixed to this Use Agreement and any addenda or amendments thereto such that the parties need not follow up facsimile/electronic transmissions of such documents with subsequent (non-facsimile/electronic) transmission of "original" versions of such documents.

Further, DISTRICT and TENANT: (i) agree that an electronic signature of any party may be used to authenticate this Rental Agreement or any addenda or amendment thereto, and if used, will have the same force and effect as a manual signature; (ii) acknowledge that if an electronic signature is used, the other party will rely on such signature as binding the party using such signature, and (iii) hereby waive any defenses to the enforcement of the terms of this agreement based on the foregoing forms of signature.

DISTRICT:

LOS ANGELES COUNTY FLOOD CONTROL DISTRICT, a body corporate and politic

TENANT:

COUNTY OF LOS ANGELES, a body corporate and politic

By: \_\_\_\_\_ Greg Even Assistant Deputy Director

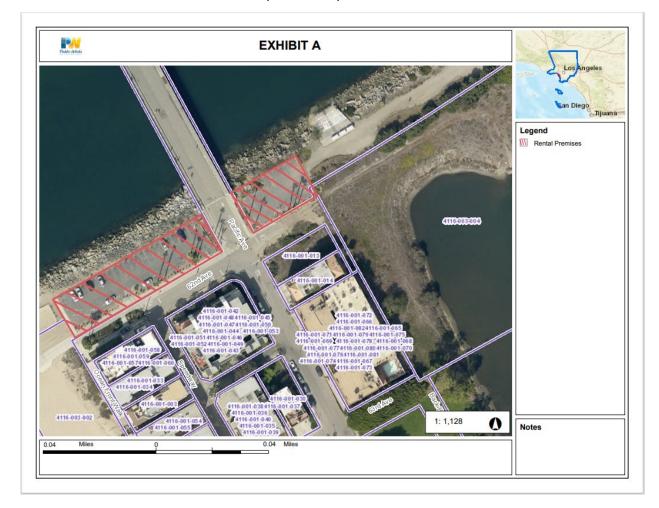
For:\_\_\_\_\_\_GARY JONES Director

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

Date:

HOA.101380083.2

Exhibit A (Premises)



#### Process for Addressing Homeless Encampments within LACFCD Right of Way

Department of Public Works (DPW) staff shall include identifying and assessing homeless encampments as part of their routine patrol and inspection of infrastructure and right of way. The following process ensures all individuals are treated with dignity and respect:

- For encampments within Unincorporated Communities and cities where the County Sheriff is the contracted law enforcement agency, DPW will Contact LA Homeless Services Authority (LAHSA), LA Sheriff Department (LASD), and the County Chief Executive Office (CEO) Homeless Service Unit. The CEO will coordinate outreach efforts according to the County's Homeless Encampment Procedure. Other organizations, such as People Assisting the Homeless (PATH) and St. Joseph Center will be notified as applicable.
- For encampments within other areas, DPW will coordinate with the appropriate law enforcement agency and homeless services provider(s) and notify the CEO.
- DPW will post a 14-day notice with expectation that all outreach efforts will be completed within the 14 days. DPW will coordinate with the LASD or the lead law enforcement agency and outreach organizations on tentative cleanup and posting dates.
- DPW will coordinate with adjacent agencies and property owners where encampments cross into multiple jurisdictions.
- At the time of posting DPW will email CEO and LAHSA, the appropriate Board of Supervisors field office, and any other agency that might be affected by the cleanup.
- The CEO, LAHSA, or other service provider may request the cleanup effort be delayed if additional time is needed to conduct outreach, especially when individuals in a particular encampment are responding to offers for assistance.
- DPW will re-post notices 7 days in advance of the cleanup.
- DPW will send reminder notice 3 days in advance of cleanup to CEO, LAHSA, LASD or lead local law enforcement agency, and any other agency affected by or participating in the cleanup including the Board of Supervisors field office.
- LAHSA or other service providers will determine if an outreach team should be
  present the morning of the cleanup. If homeless individuals are present and
  continue to refuse assistance or refuse to leave the site, DPW will contact the
  appropriate law enforcement agency for assistance with removing the individuals
  from the property.

Page 1 of 2

#### Exhibit **B**

# Exhibit B

# (continued)

- If encampments are physically interfering with planned operations or maintenance activities, DPW will request that the CEO/LAHSA/other service provider expedite the outreach effort.
- If inclement weather is imminent which creates an unsafe condition, all outreach
  efforts may need to be suspended and cleanup efforts will commence as quickly
  as possible upon notification to the CEO/LAHSA/other service provider.
- Encampments that are re-occupied by the same persons within 7 days after a clean-up effort, will be cleaned after posting with a 48-hour notice that includes contact information for LAHSA/other service provider.
- If there is expected media or community involvement, DPW will contact the DPW Public Information Officer and include them in any email correspondence regarding the cleanup.

For encampments of four or fewer cooperative individuals, DPW staff may consider carrying out the cleanup without law enforcement support once all the above notifications and outreach efforts have been conducted.

This Process for Addressing Homeless Encampments within LACFCD Right of Way shall be updated in cooperation with the Chief Executive Office, law enforcement agencies, and other partners as appropriate to reflect their current state of practice

Page 2 of 2

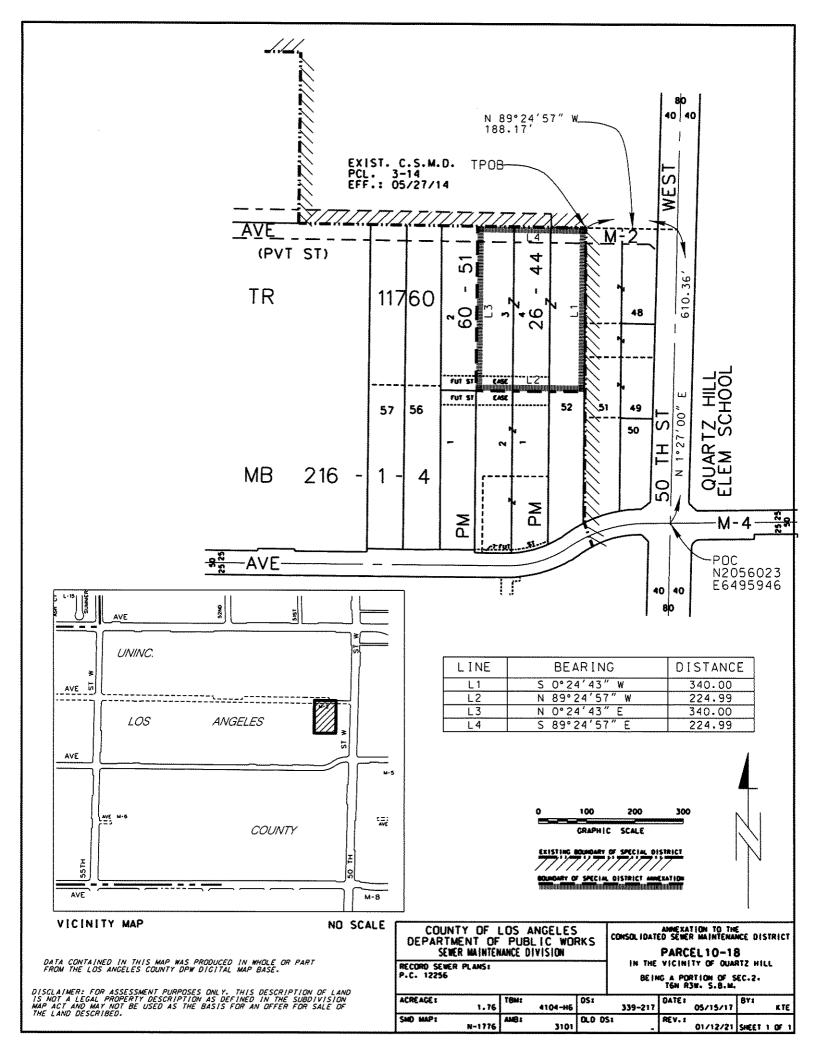
# BOARD LETTER/MEMO CLUSTER FACT SHEET

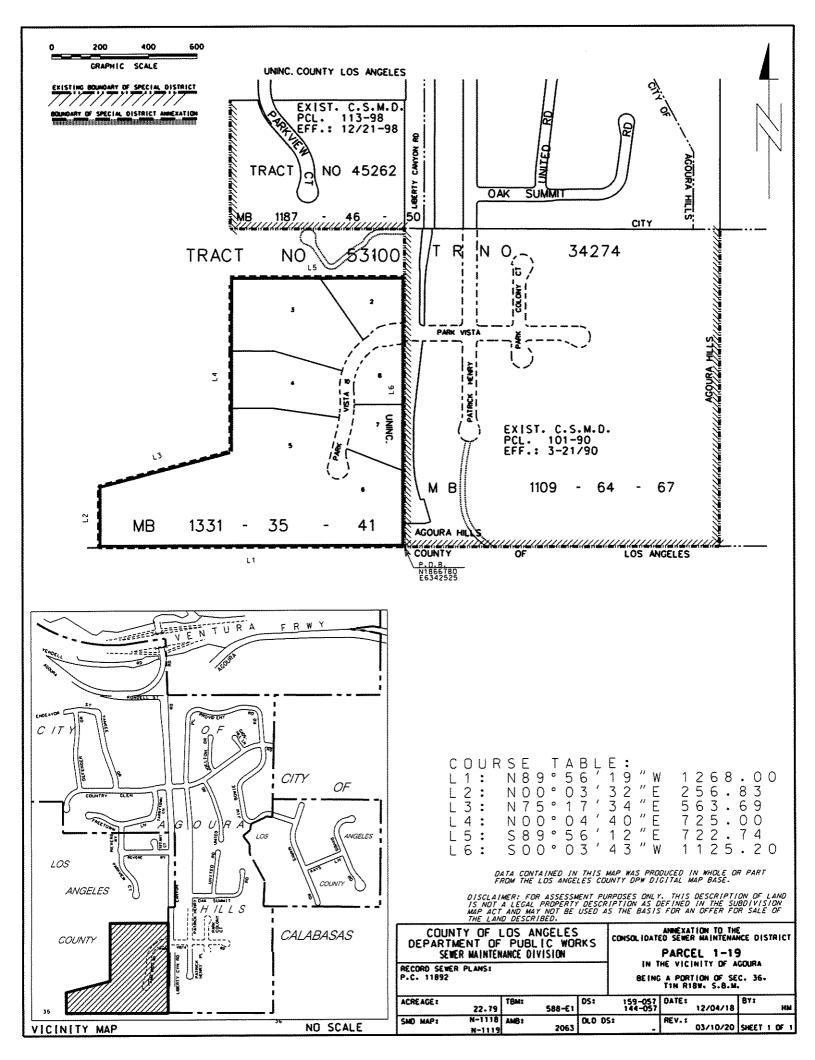
⊠ Board Letter

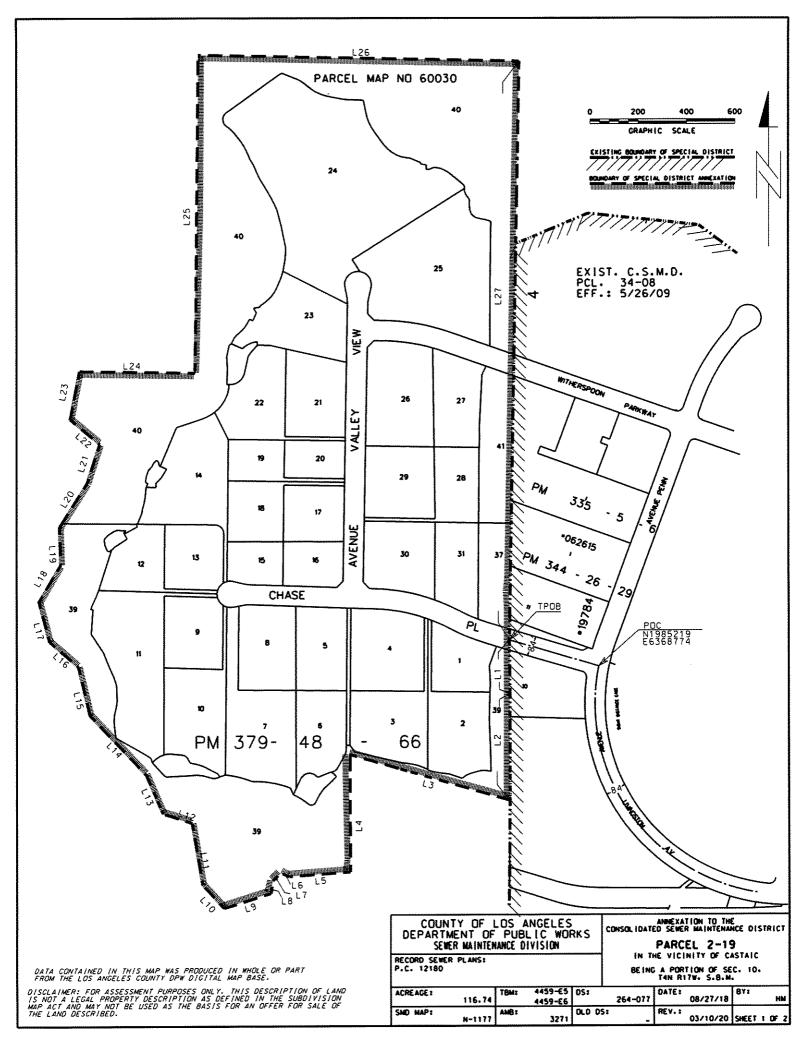
Board Memo

Other

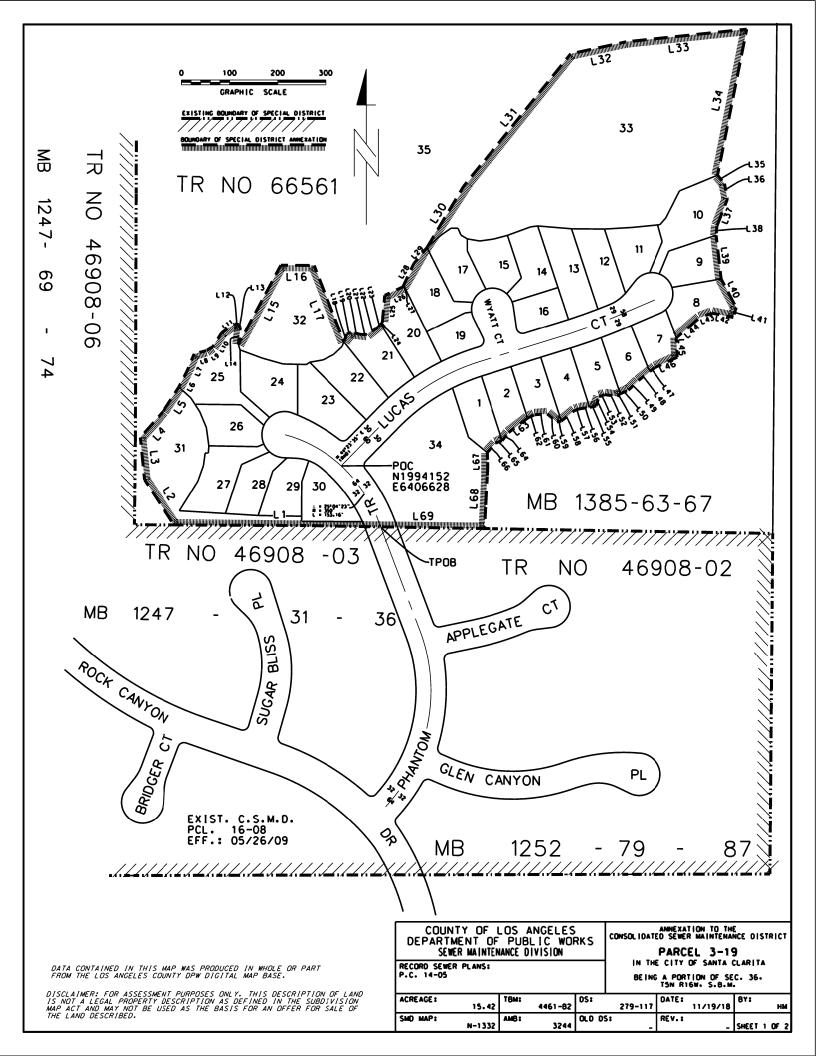
CLUSTER AGENDA REVIEW DATE	7/20/2022					
BOARD MEETING DATE	8/2/2022					
SUPERVISORIAL DISTRICT AFFECTED	$\square$ All $\square$ 1 <sup>st</sup> $\square$ 2 <sup>nd</sup> $\square$ 3 <sup>rd</sup> $\square$ 4 <sup>th</sup> $\square$ 5 <sup>th</sup>					
DEPARTMENT(S)	Public Works					
SUBJECT	Annexation and Levying of Sewer Service Charges to the Consolidated Sewer Maintenance District of 719 Individual Properties within 20 Parcels					
PROGRAM						
AUTHORIZES DELEGATED AUTHORITY TO DEPT	☐ Yes ⊠ No					
SOLE SOURCE CONTRACT	Yes       No         Yes       No         If Yes, please explain why:       This agenda item must be approved and ordered by the Board of Supervisors on the September 27, 2022, public hearing to allow Public Works enough time to file the report of boundary changes with the State Board of Equalization by December 1, 2022. This will enable the District to collect its sewer service charges on the tax roll.         Total revenue:       Funding source:         \$46,000       Sewer Maintenance Districts         TERMS (if applicable):       Explanation: The above total is the amount of annual revenue that will be collected as part of the property tax roll. It is deposited into the Sewer Maintenance Districts' funds for the exclusive use in carrying out the subject program pursuant to the Board-adopted Sewer System Management Plan.         Approval of the Annexation and Levying of Sewer Service Charges on the tax roll.         Sewer service charges are the sole source of revenue for the operation and maintenance of the sewer infrastructure within the Consolidated Sewer Maintenance District.					
	If Yes, please explain why:					
DEADLINES/ TIME CONSTRAINTS	This agenda item must be approved and ordered by the Board of Supervisors on the September 27, 2022, public hearing to allow Public Works enough time to file the report					
COST & FUNDING	5					
PURPOSE OF REQUEST	Approval of the Annexation and Levying of Sewer Service Charges for Fiscal					
BACKGROUND	Sewer service charges are the sole source of revenue for the operation and maintenance					
(include internal/external						
issues that may exist including any related	All 719 individual properties within the 20 parcels to be appeared will be assessed an					
motions)	annual sewer service charge of \$50.50 per sewage unit. A sewage unit is equivalent to a single-family dwelling. Multiple-family dwellings, commercial, or industrial parcels are assessed a multiplier of the sewage unit. Vacant parcels will be assessed at the rate of one-half of a sewage unit. These charges will become effective beginning in Fiscal Year 2023-24.					
	Bill       1 <sup>st</sup> 2 <sup>nd</sup> 3 <sup>rd</sup> 4 <sup>th</sup> 5 <sup>th</sup> Public Works       Annexation and Levying of Sewer Service Charges to the Consolidated Sewer Maintenance District of 719 Individual Properties within 20 Parcels         Infrastructure operation and maintenance for wastewater systems.					
	☑ All       1st       2nd       3rd       4th       5th         Public Works       Annexation and Levying of Sewer Service Charges to the Consolidated Sewer Maintenance District of 719 Individual Properties within 20 Parcels       Infrastructure operation and maintenance for wastewater systems.         Infrastructure operation and maintenance for wastewater systems.       Infrastructure operation and maintenance for wastewater systems.         Infrastructure operation and maintenance for wastewater systems.       If Yes, please explain why:         This agenda item must be approved and ordered by the Board of Supervisors on the September 27, 2022, public hearing to allow Public Works enough time to file the report of boundary changes with the State Board of Equalization by December 1, 2022. This will enable the District to collect its sewer service charges on the tax roll.         Total revenue:       Funding source:         \$46,000       Sewer Maintenance Districts         TERMS (if applicable):       Explanation: The above total is the amount of annual revenue that will be collected as part of the property tax roll. It is deposited into the Sewer Maintenance Districts' funds for the exclusive use in carrying out the subject program pursuant to the Board-adopted Sewer System Management Plan.         Approval of the Annexation and Levying of Sewer Service charges on the tax roll.         Sewer service charges are the sole source of revenue for the operation and maintenance of the sewer infrastructure within the 20 parcels to be annexed will be assessed an annual sewer service charges will becomselet are assessed a multipier of the sewage unit.					
	• Find whether or not a majority protest of property owners exists, which for this matter					
EQUITY INDEX OR LENS						
WAS UTILIZED						
SUPPORTS ONE OF THE	Yes No					
NINE BOARD PRIORITIES	sanitary sewers achieves a reduction of spills, thereby ensuring that the public does not					
DEPARTMENTAL						
CONTACTS						
	<u>cskye@dpw.lacounty.gov</u>					







VICINITY MAP	NO SCALE
COURSE TABLE: L1: SOO° 32' 35"W 225.33 L2: SOO° 31' 23"W 445.08 L3: N74° 11' 06"W 685.92 L4: SO° O7' 03"E 489.03 L5: S85° 44' 20"W 254.34 L6: N66° 47' 31"W 38.22 L7: S45° 01' 13"W 46.14 L8: S8° 08' 45"W 53.23 L9: S72° 29' 31"W 203.24 L10: N42° 15' 58"W 130.98	L22: N50°00′06″W 159.09 L23: N10°51′52″E 205.36 L24: S89°14′46″E 477.85 L25: N0°36′00″E 1323.59 L26: S89°09′06″E 1316.77 L27: S0°32′35″W 2417.12
L11: N9°38'24"W 262.57 L12: N72°04'02"W 126.95 L13: N23°15'18"W 176.79 L14: N43°04'29"W 340.00 L15: N13°25'19"W 207.00 L16: N48°32'37"W 159.68 L17: N14°38'40"W 174.20 L18: N30°27'09"W 179.12 L19: N2°03'45"W 156.83 L20: N32°07'21"E 218.32 L21: N17°38'04"E 168.72 L22: N50°00'06"W 159.09	DATA CONTAINED IN THIS MAP WAS PRODUCED IN WHOLE OR PART FROM THE LOS ANGELES COUNTY DPW DIGITAL MAP BASE. DISCLAIMER: FOR ASSESSMENT PURPOSES ONLY. THIS DESCRIPTION OF LAND IS NOT A LEGAL PROPERTY DESCRIPTION AS DEFINED IN THE SUBDIVISION MAP ACT AND MAY NOT BE USED AS THE BASIS FOR AN OFFER FOR SUBDIVISION THE LAND DESCRIBED. COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS SEVER MAINTENANCE DIVISION RECORD SEVER PLANS: P.C. 12180 RECORD SEVER PLANS: P.C. 12180 ACREAGE: 116.74 TBM: 4459-E5 OS: 264-077 DATE: 08/27/18 BY3 N-1177 3271 OLD DS: REV:: 03/10/20 SHEET 2 OF 3



		DISTANCE
	BEARING N 89°42'54" W	DISTANCE 430.81
L2	N 34°20'48" W	113.29
L3	N 5*42'48" W	88.23
L4 L5	N 41*34'46" E N 33*05'31" E	72.30
L5	N 28*32'41" E	60.53 38.09
L7	N 22*25'06" E	37.56
L8	N 74*51'13" E	26.26
L9 L10	N 58*24'49" E N 31*49'23" E	<u>16.32</u> 33.87
L11	N 58*05'50" E	34.71
L12	S 76º 48' 00" E	8.61
L13 L14	S 22°51'16" E S 6°31'43" W	7.36
L14	N 28°02'58 E	<u>35.33</u> 187.58
L16	S 89º 43' 15" E	69.19
L17	S 18*56'33" E	170.09
L18 L19	N 20°44'20" E N 66°57'20" E	17.07 9.46
L20	S 77*36'07" E	22.01
L21	N 88*55'56" E	11.55
L22	N 56°38'31" E N 42°01'08" E	27.39
L23 L24	N 39*04'22" E	<u>8.76</u> 5.43
L25	N 5º02'55" E	56.54
L26	N 65*16'21" E	41.53
L27 L28	N 23°33'56" E N 25°16'36" E	3.84 50.02
L28	N 39*25'56" E	42.75
L30	N 30*53'16" E	148.26
L31	N 38*56'46" E	355.90
L 32 L 33	N 77°50'15" E N 84°02'26" E	<u>118.57</u> 252.68
L34	S 11º15'19" W	310.98
L 35	S 39°32'07" E	22.76
L36	S 11*08'02" E	32.18
L <u>37</u> L38	S 21*12'53" W S 5*08'55" W	60.33 19.12
L39	S 6*34'12" E	91.43
L40	S 27º 42' 48" E	66.98
L41 L42	S 15*47'07" W N 78*39'36" W	21.51 45.22
L42 L43	S 70*15'51" W	22.71
L44	S 48*55'28" W	64.61
L45	S 2*45'02" E	40.40
L46 L47	S 65*11'34" W S 53*42'03" W	51.84 13.45
L48	S 51*36'28" W	30.13
L49	S 46*06'23" W	29.04
L50	S 66*33'20" W S 51*20'10" W	18.43
L51 L52	N 82*09'02" W	8.70 25.69
L53	S 70°21'36" W	12.90
L54	S 17*21'09" W	20.21
L55 L56	S 78°52'46" W S 81°27'22" W	13.64 21.56
L58	S 70°53'05" W	11.22
L58	S 51°24'00" W	34.74
L59	S 78°46'45" W	9.52
L60 L61	N 49°46'27" W S 85°28'52" W	<u>26.37</u> 26.24
L61	S 64*50'34" W	16.26
L63	S 52*42'50" W	49.71
L64	S 38*57'03" W	21.60
L65 L66	S 69°56'38" W S 41°34'37" W	15.30 25.99
L60 L67	S 1*56'07" E	29.51
L68	S 2*56'07" W	122.84
L69	N 89°42'54" W	213.29

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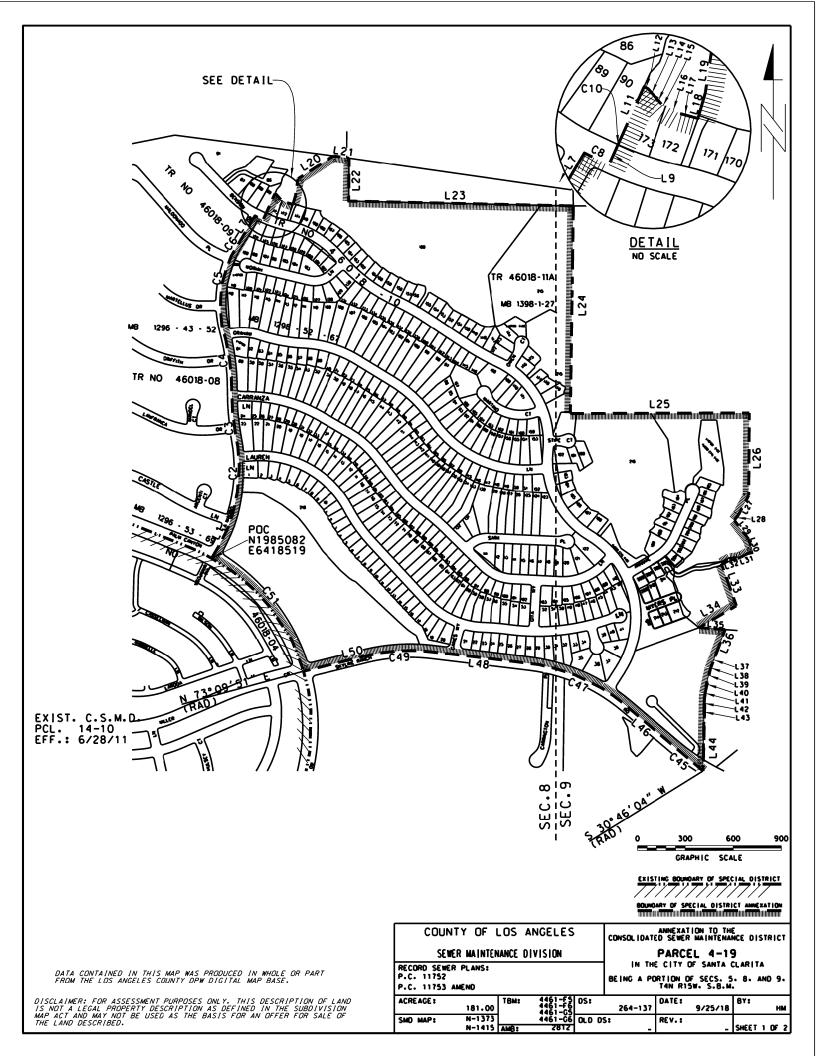
VICINITY MAP

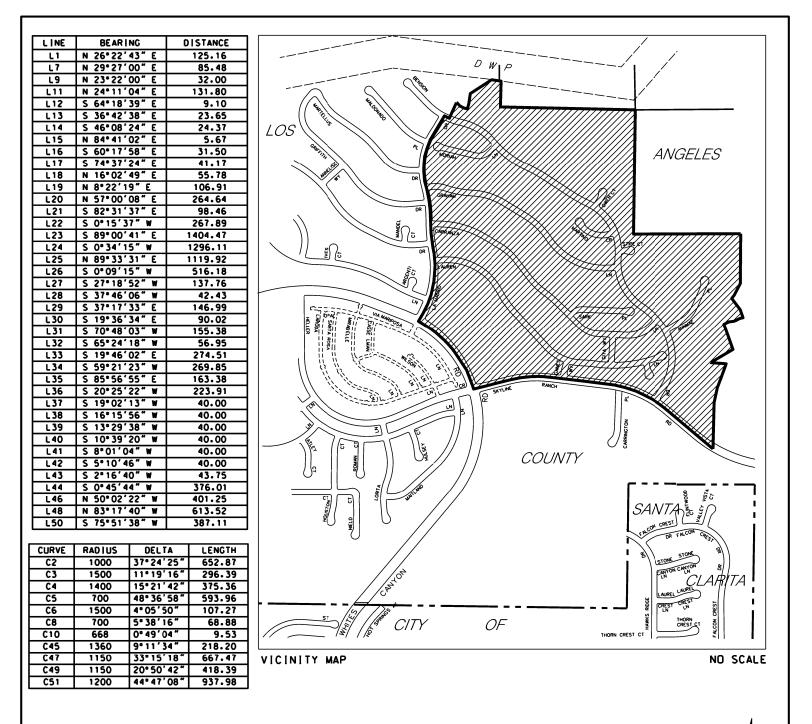
NO SCALE

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COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS SEWER MAINTENANCE DIVISION RECORD SEWER PLANS: P.C. 14-05					ANNEXATION TO THE CONSOLIDATED SEVER MAINTENANCE DISTRICT PARCEL 3-19 IN THE CITY OF SANTA CLARITA BEING A PORTION OF SEC.36. TSN RISV. S.B.M.				
ACREAGE:	5.42	T8M:	4461-B2	05:	279-117	DATE:	11/19/18	8Y:	HM
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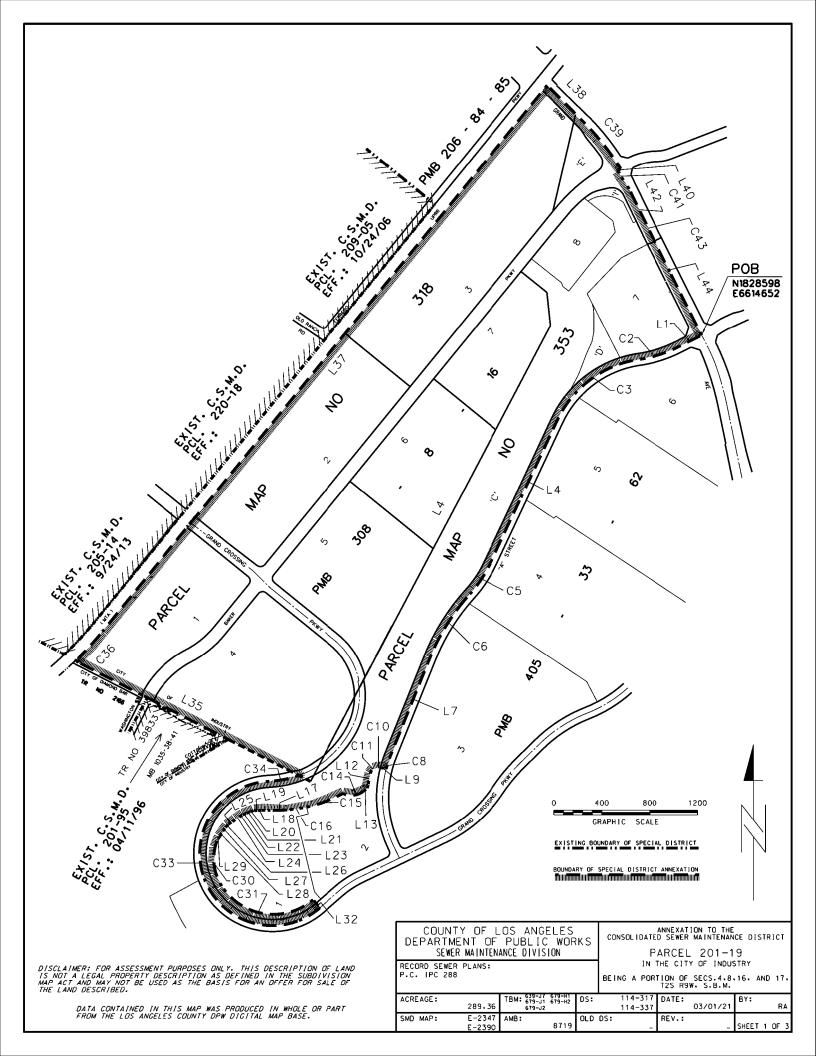


COUNTY OF LOS ANGELES ANNEXATION TO THE CONSOLIDATED SEWER MAINTENANCE DISTRICT PARCEL 4-19 IN THE CITY OF SANTA CLARITA SEWER MAINTENANCE DIVISION RECORD SEWER PLANS: P.C. 11752 BEING A PORTION OF SECS. 5. 8. AND 9. T4N R15W. S.B.M. P.C. 11753 AMEND 4461-F5 DS: 4461-F6 4461-C5 4461-C5 DLD DS: ACREAGE: TBM: DATE: 8Y: 181.00 264-137 9/25/18 N-1373 SMD MAP: REV.: N-1415 AMB: SHEET 2 OF 2 2812

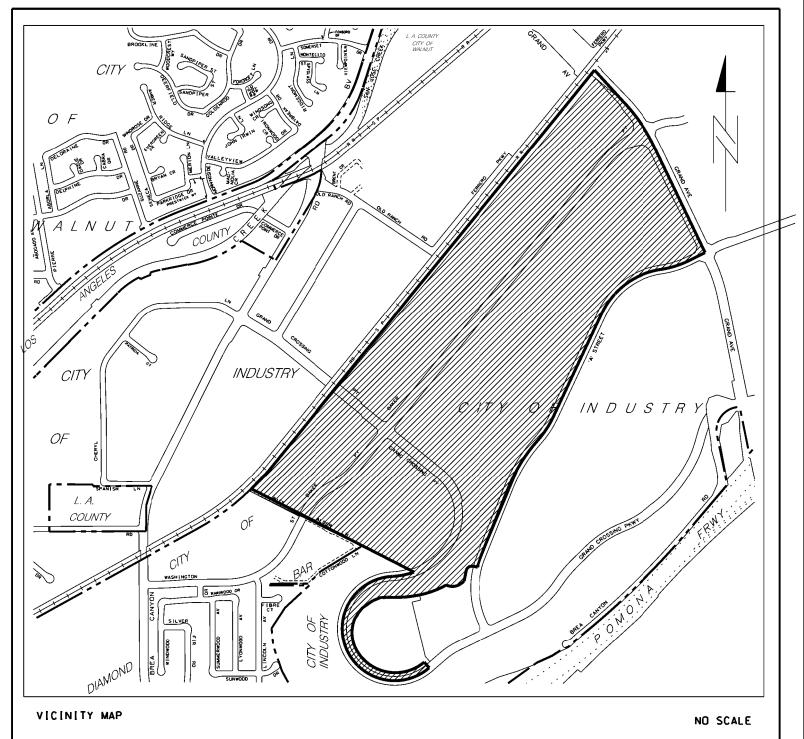
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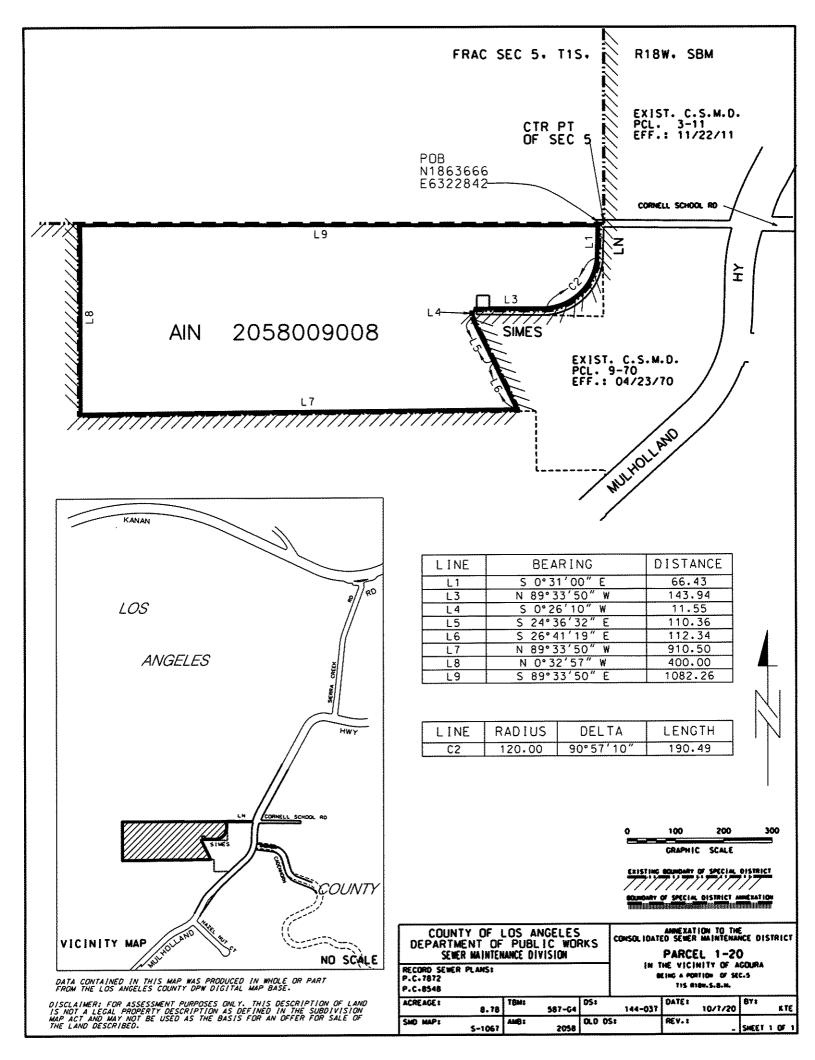
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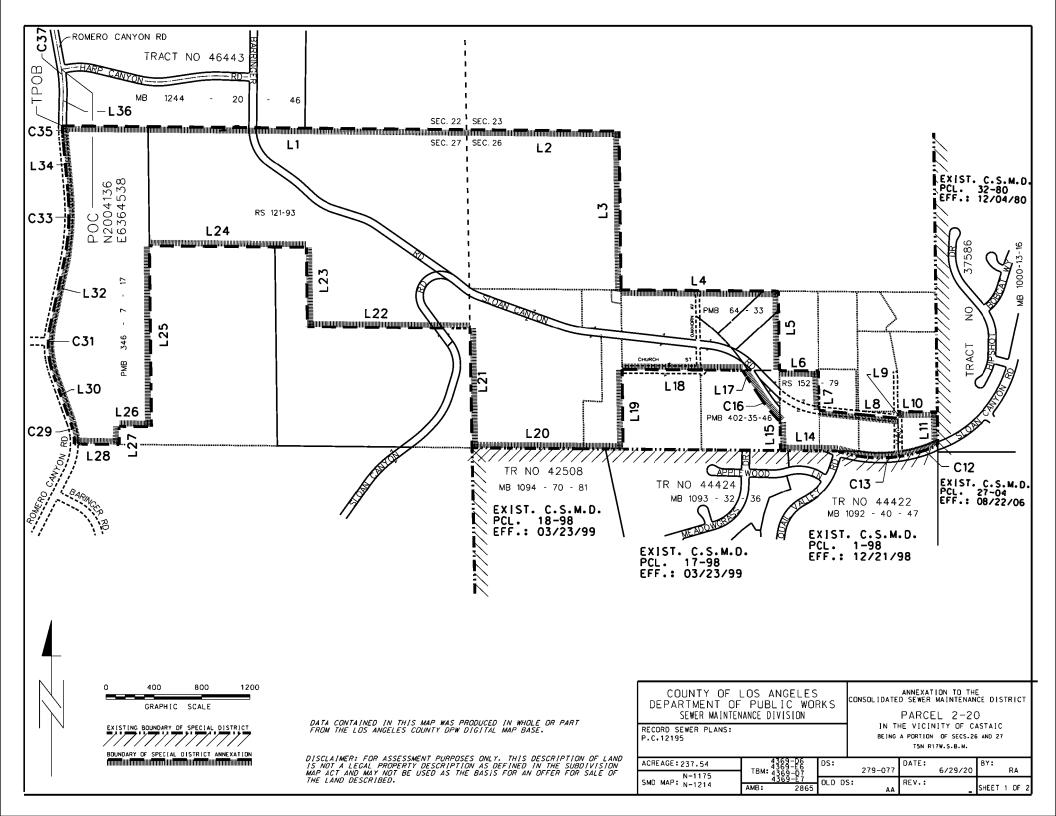


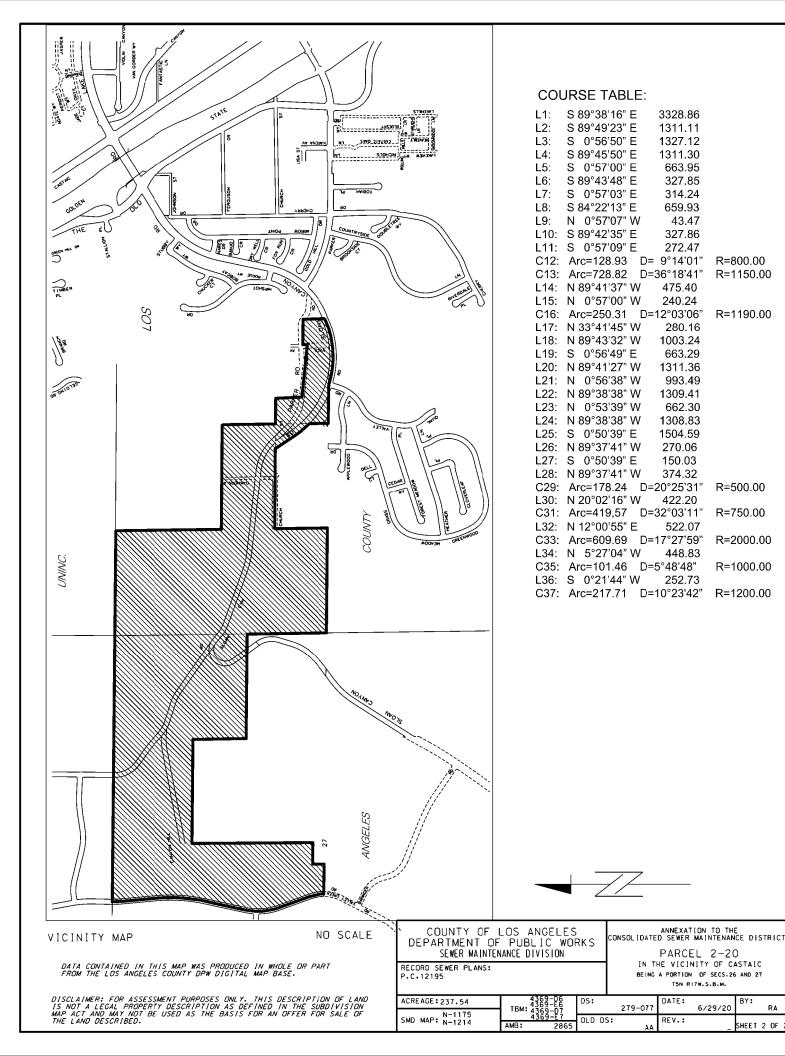
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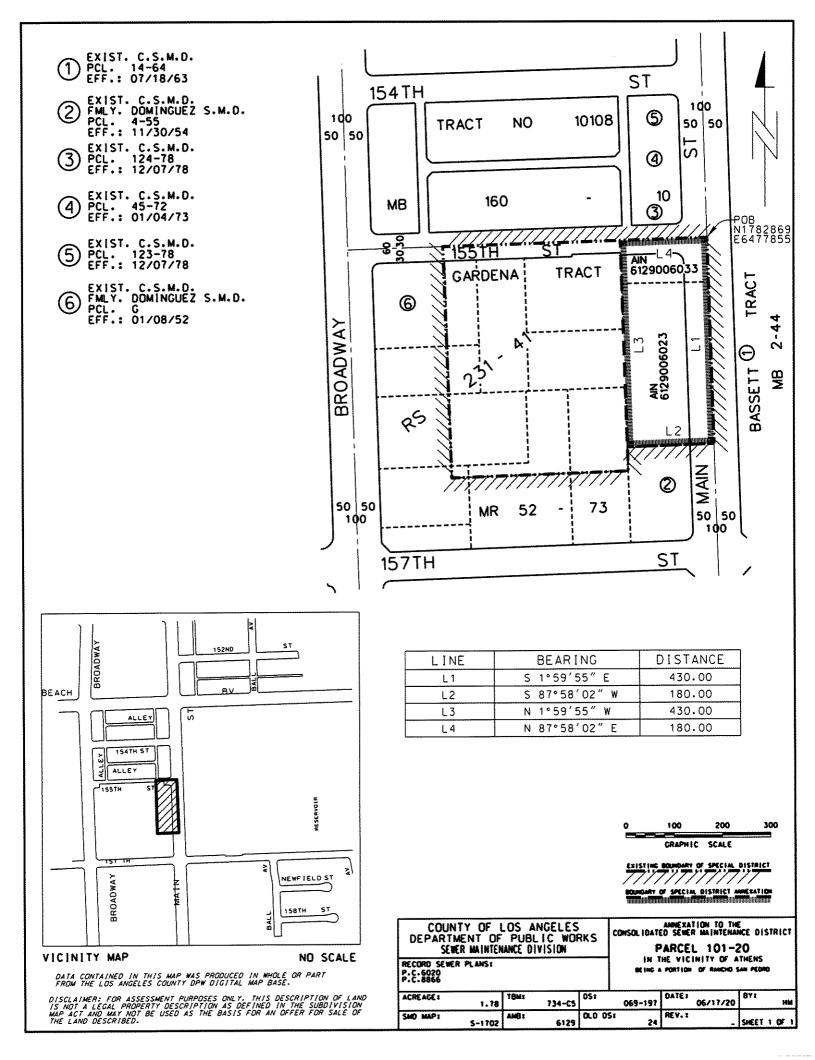
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FROM THE LOS ANGELES COUNTY DPW DIGITAL MAP BASE. DISCLAIMER: FOR ASSESSMENT PURPOSES ONLY. THIS DESCRIPTION OF LAND	RECORD SEWER PLANS: P.C. IPC 288 BEING A PORTION OF SECS.4.8 AND 9. T2S R9W. S.B.M.
IS NOT A LEGAL PROPERTY DESCRIPTION AS DEFINED IN THE SUBDIVISION MAP ACT AND MAY NOT BE USED AS THE BASIS FOR AN OFFER FOR SALE OF	ACREAGE: TBM: 639-J7 679-H1 DS: 114-317 DATE: BY: 289.36 679-J2 114-337 03/01/21 HI
THE LAND DESCRIBED.	SMD MAP:         E-2347         AMB:         OLD DS:         REV.:         SHEET 3 OF

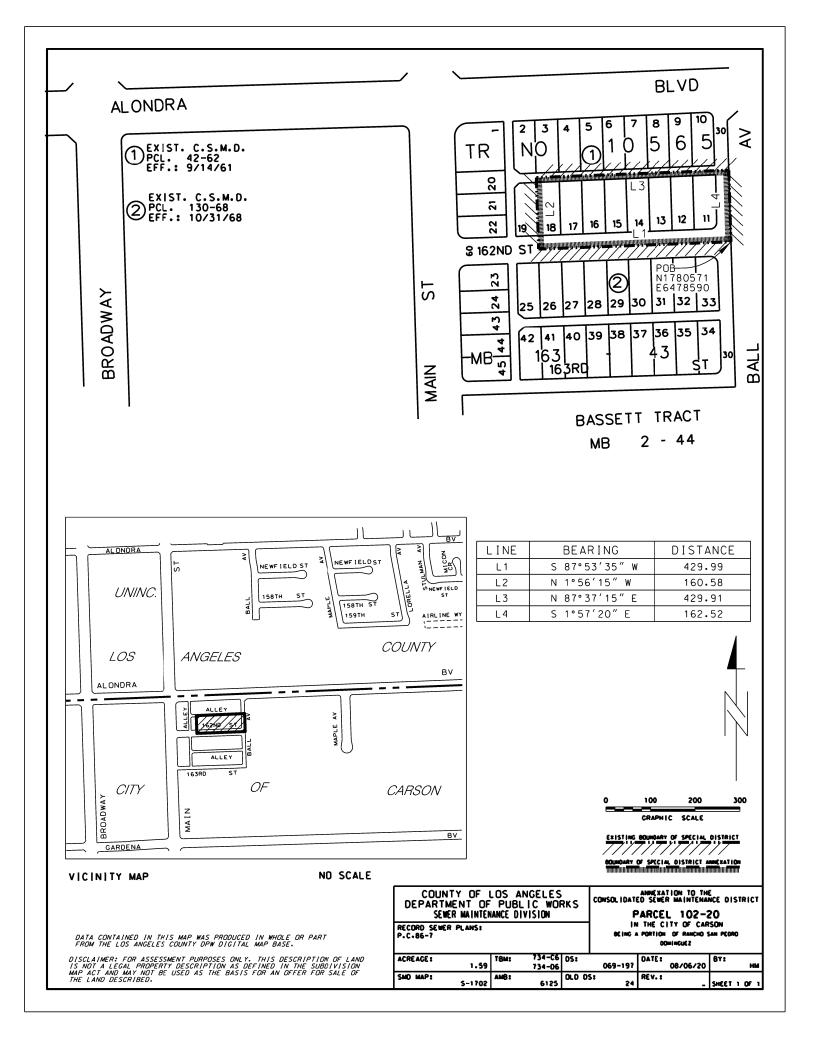


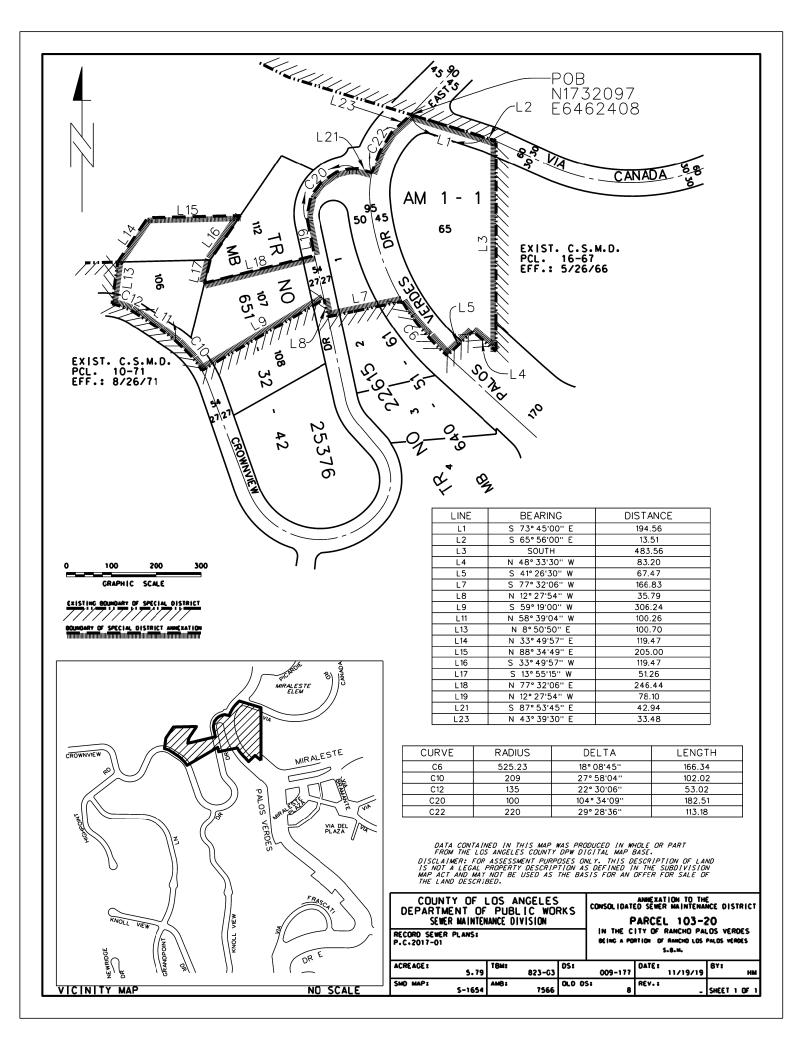


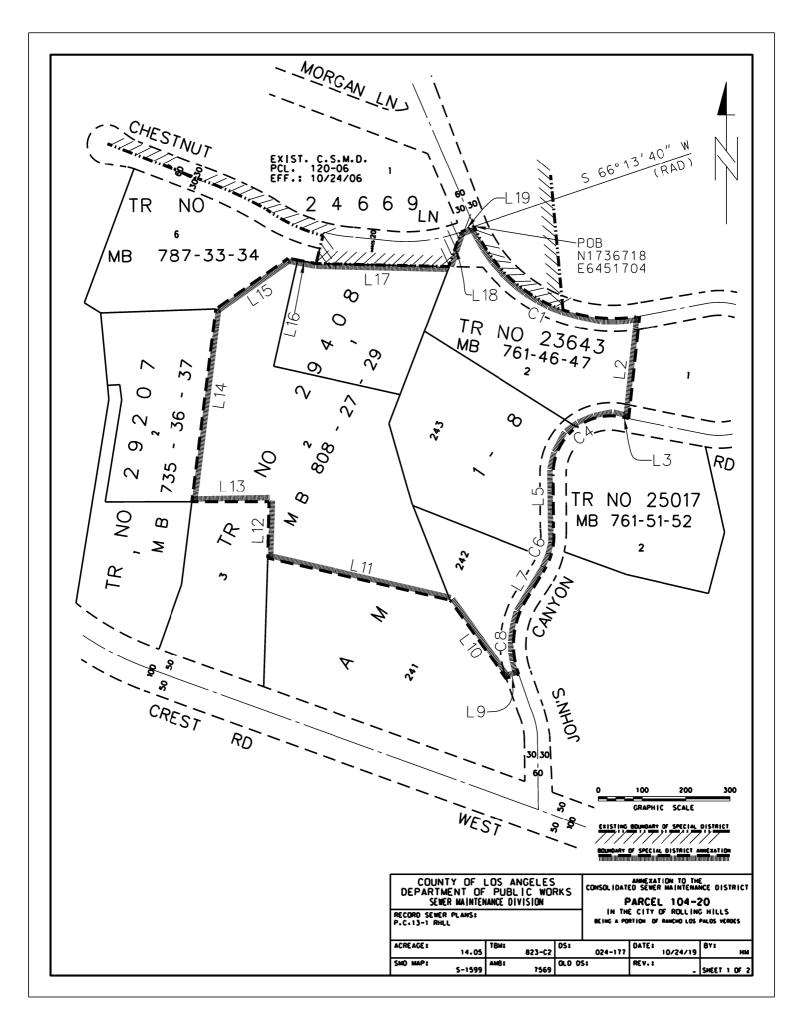


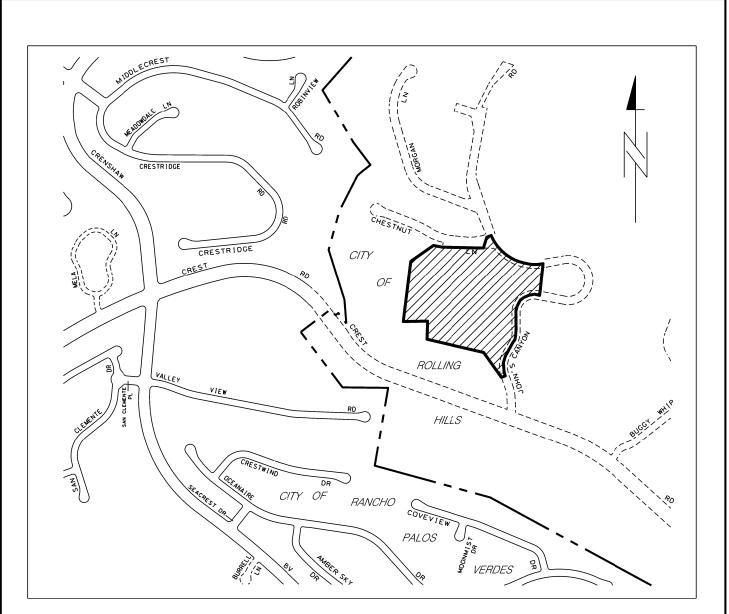
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#### VICINITY MAP

LINE	BEARING	DISTANCE
L2	S 6°24'56" W	237.31
L3	N 79°45'10'' W	18.80
L5	S 1º 09'00'' E	120.44
L7	S 31° 01'10'' W	67.52
L9	S 69°52'40" W	30.00
L10	N 34°56'00" W	220.00
L11	N 79°41'28'' W	428.34
L12	N 1º 13'30'' E	133.60
L13	N 88° 30'00" W	173.85
L14	N 6° 49'48'' E	453.00
L15	N 54°03'48" E	199.62
L 16	S 79° 49'00'' E	67.41
L17	S 88° 40'41'' E	302.16
L18	N 19° 54'50'' E	83.69
L19	N 66° 13'40'' E	30.00

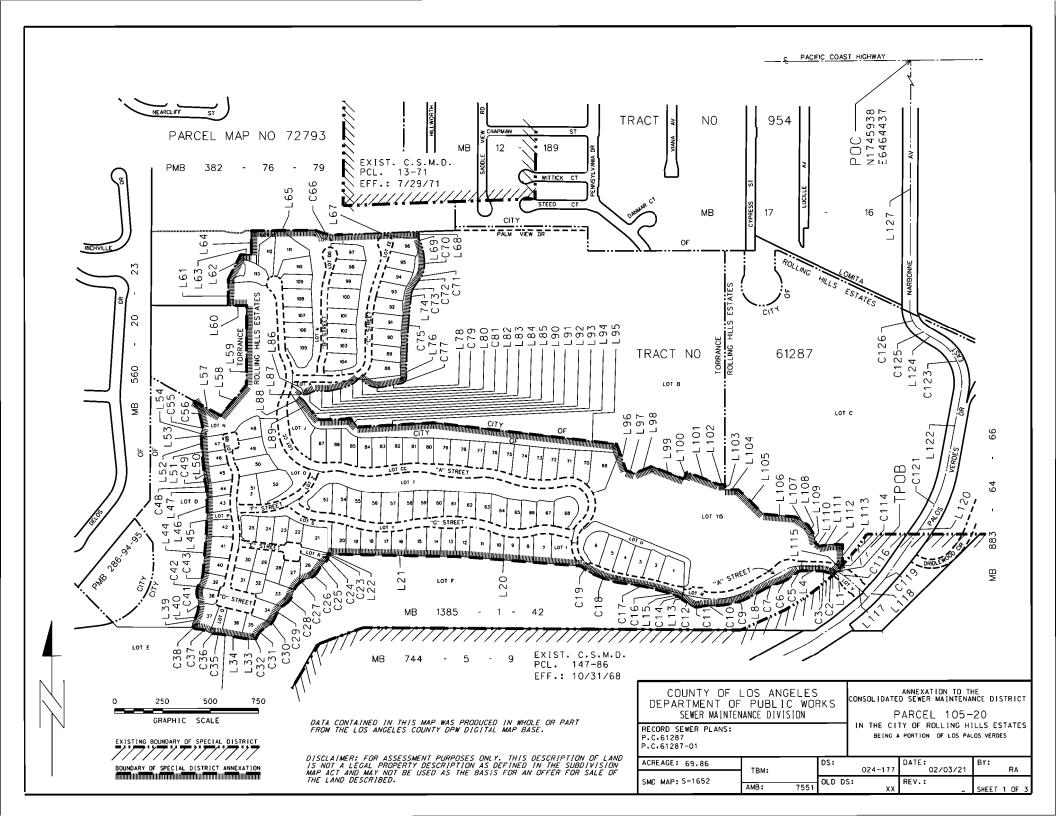
#### NO SCALE

CURVE	RADIUS	DELTA	LENGTH
C1	350	76° 23'30''	466.65
C4	130	101° 23'50''	230.06
C6	200	32° 10'10''	112.29
C8	200	51° 08'30''	178.52

DEPARTM	TY OF U MENT OF R MAINTEN	PUB	LIC WO		S CONSOLIDATED SEWER MAINTENANCE DISTRIC PARCEL 104-20					
RECORD SEWER PLANS: P.C.13-1 RHLL						RANCHO LOS		-		
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DATA CONTAINED IN THIS MAP WAS PRODUCED IN WHOLE OR PART FROM THE LOS ANGELES COUNTY DPW DIGITAL MAP BASE.

DISCLAIMER: FOR ASSESSMENT PURPOSES ONLY. THIS DESCRIPTION OF LAND IS NOT A LECAL PROPERTY DESCRIPTION AS DEFINED IN THE SUBDIVISION MAP ACT AND MAY NOT BE USED AS THE BASIS FOR AN OFFER FOR SALE OF THE LAND DESCRIBED.



C14: R=394.50 L=35.73 D=5°11'21"	L34:	N 79° 23' 49" W	/ 10	00.96	
L15: N 23° 29' 02" E 0.50	C35:	R=178.00	L=33.09	D=10°3	8'59"
C16: R=395.00 L=50.00 D=7°15'09"	C36:	R=76.50	L=38.49	D=28°49	9'52"
C17: R=1447.00 L=231.12 D=9°09'05"	C37:	R=126.00	L=63.83	D=29°0	1'25"
C18: R=480.00 L=215.64 D=25°44'23"	C38:	R=22.00	L=45.73	D=119°	06'00"
C19: R=153.00 L=27.95 D=10°28'07"	L39:	N 28° 51' 39" E	26	6.55	
	PLOS PROVIDE S				
	COUNTY O DEPARTMENT	F LOS ANGELES OF PUBLIC WOF		ANNEXATION TO DATED SEWER MAINTEN	THE IANCE DISTRICT
DATA CONTAINED IN THIS MAP WAS PRODUCED IN WHOLE OR PART	SEWER MAIN	NTENANCE DIVISION		PARCEL 105	
DATA CUNTATNED IN THIS MAP WAS PRODUCED IN WHOLE OR PART FROM THE LOS ANGELES COUNTY DPW DIGITAL MAP BASE.	RECORD SEWER PLANS P.C.61287 P.C.61287-01	5:		ING A PORTION OF LOS P	
DISCLAIMER: FOR ASSESSMENT PURPOSES ONLY. THIS DESCRIPTION OF LAND	ACREAGE: 69.86		DS:	DATE:	BY:
DISCLAIMER: FOR ASSESSMENT PURPOSES ONLY, THIS DESCRIPTION OF LAND IS NOT A LECAL PROPERTY DESCRIPTION AS DEFINED IN THE SUBDIVISION MAP ACT AND MAY NOT BE USED AS THE BASIS FOR AN OFFER FOR SALE OF THE LAND DESCRIBED.	SMD MAP: S-1652	TBM: AMB: 7551	024-1 OLD DS:	REV.:	
	1	AMB: 7551		XX _	SHEET 2 OF 3

L1:	S 50° 18' 10" W	28.88	
C2:	R=136.00	L=39.43	D=16°36'42"
C3:	R=76.00	L=14.51D=10°5	6'22"
L4:	N 88° 42' 27" W	/ 103.21	
C5:	R=39.00	L=30.83	D=45°17'38"
C6:	R=236.00	L=120.71	D=29°18'24"
C7:	R=231.00	L=60.15	D=14°55'11"
L8	S 60° 23' 08" W	73.18	
C9:	R=409.00	L=232.93	D=32°37'51"
C10:	R=156.00	L=54.82	D=20°08'09"
C11:	R=52.00	L=49.25	D=54°16'09"
C12:	R=391.00	L=57.85	D=8°28'36"
L13:	N 28° 40' 23" E	3.50	
C14:	R=394.50	L=35.73	D=5°11'21"
L15:	N 23° 29' 02" E	0.50	
C16:	R=395.00	L=50.00	D=7°15'09"
C17:	R=1447.00	L=231.12	D=9°09'05"
C18:	R=480.00	L=215.64	D=25°44'23"
C19:	R=153.00	L=27.95	D=10°28'07"

COURSE TABLE:

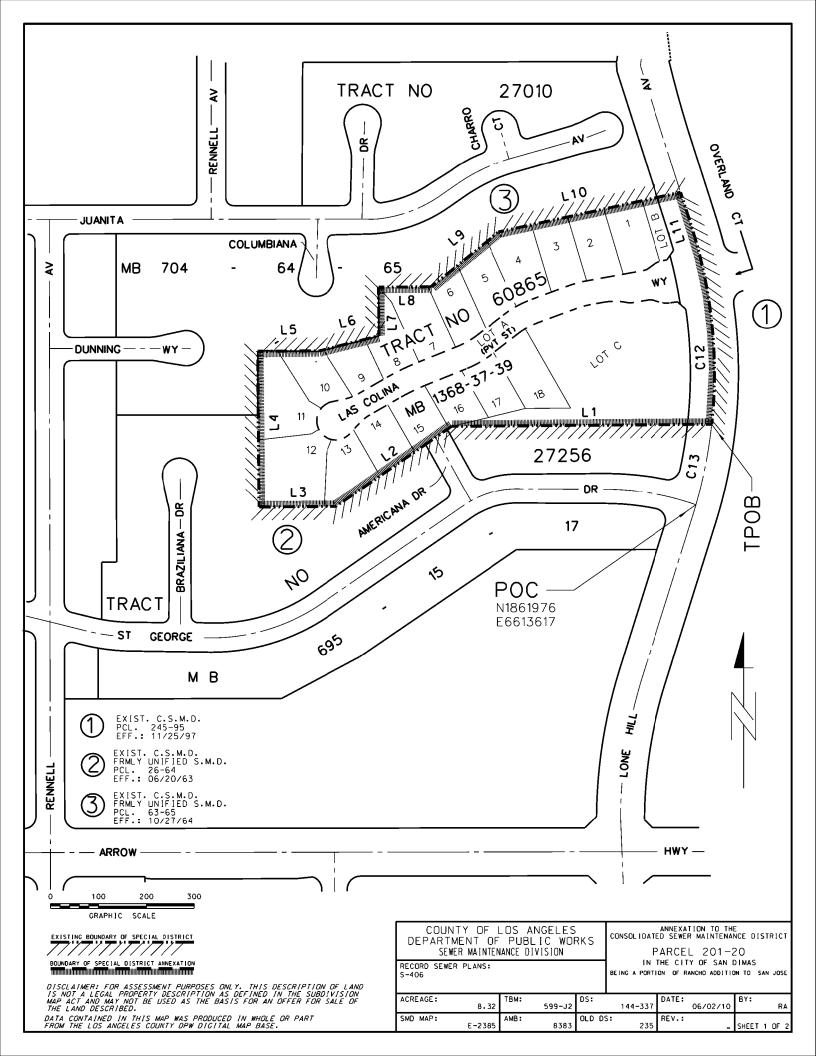
L20	N 85° 27' 41" W	615.90	
L21:	N 88° 48' 40" W	686.26	
L22	N 76° 33' 52" W	20.89	
C23:	R=30.00	L=11.15	D=21°17'58"
C24:	R=25.00	L=33.34	D=76°24'50"
C25:	R=154.50	L=72.10	D=26°44'19"
C26:	R=70.00	L=60.42	D=49°27'05"
C27:	R=114.00	L=124.35	D=62°29'48"
C28:	R=86.00	L=62.72	D=41°47'01"
C29:	R=143.50	L=87.67	D=35°00'16"
C30:	R=111.00	L=82.97	D=42°49'36"
C31:	R=83.00	L=66.06	D=45°36'13"
C32:	R=17.00	L=23.86	D=80°25'24"
L33:	N 81° 13' 27" W	63.00	
L34:	N 79° 23' 49" W	100.96	
C35:	R=178.00	L=33.09	D=10°38'59"
C36:	R=76.50	L=38.49	D=28°49'52"
C37:	R=126.00	L=63.83	D=29°01'25"
C38:	R=22.00	L=45.73	D=119°06'00"
L39:	N 28° 51' 39" E	26.55	

	COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS SEWER MAINTENANCE DIVISION			ANNEXATION TO THE CONSOLIDATED SEWER MAINTENANCE DIST PARCEL 105-20 IN THE CITY OF ROLLING HILLS ESTA BEING A PORTION OF LOS PALOS VERDES		
DATA CONTAINED IN THIS MAP WAS PRODUCED IN WHOLE OR PART FROM THE LOS ANGELES COUNTY DPW DIGITAL MAP BASE.	RECORD SEWER PLANS: P.C.61287 P.C.61287-01					
DISCLAIMER: FOR ASSESSMENT PURPOSES ONLY, THIS DESCRIPTION OF LAND IS NOT A LEGAL PROPERTY DESCRIPTION AS DEFINED IN THE SUBDIVISION MAP ACT AND MAY NOT BE USED AS THE BASIS FOR AN OFFER FOR SALE OF	ACREAGE: 69.86	твм:	DS:	024-177	DATE: 02/03/21	BY: RA
THE LAND DESCRIBED.	SMD MAP: S-1652	AMB: 7551	OLD DS	: xx	REV.:	SHEET 3 OF 3

L40:	N 20° 02' 25" E			
C41:	R=138.00			D=26°20'53"
C42:		L=67.41		D=48°16'56"
	R=150.00			D=26°31'21"
L44:	N 4° 51' 52" E		187.42	
L45:	N 2° 33' 04" E		118.57	
L46:	N 1° 05' 02" W		78.43	
L47:	N 2° 36' 38" W		62.44	
C48:	R=50.00			D=17°56'34"
C49:	R=85.00	L=21.94		D=14°47'21"
L50:	N 5° 45' 51" W		103.42	
L51:	N 4° 20' 21" W		57.64	
L52:	N 2° 41' 48" W		57.69	
L53:	N 7° 19' 30" W		21.80	
L54:	N 18° 10' 06" E		26.60	
C55:	R=15.00	L=6.65		D=25°24'27"
C56:	R=375.00	L=152.0	1	D=23°13'32"
L57:	S 61° 09' 13" E		164.82	
L58	N 39° 46' 56" E		205.73	
L59:	N 0° 22' 49" E		412.72	
L60:	N 89° 36' 55" W	,	95.71	
L61:	N 0° 11' 58" E		137.10	
L62:	N 26° 33' 27" E		141.12	
L63	N 89° 58' 55" E		56.85	
L64:	N 0° 01' 05" W		126.05	
L65:	N 89° 37' 03" E		332.44	
C66:	R=239.00	L=110.1	2	D=26°23'55"
L67:	N 87° 51' 39" E		432.38	
L68:	S 2° 08' 08" E		32.28	
L69:	S 21° 18' 37" E		27.61	
C70:	R=309.29	L=134.5	2	D=24°55'14"
C71:	R=99.79	L=53.01		D=30°26'07"
C72:	R=1574.35	L=59.95		D=2°10'55"
C73:	R=93.19	L=44.36		D=27°16'33"
L74:	S 6° 02' 19" W		12.50	
C75:	R=3916.29	L=362.9	1	D=5°18'34"
L76:	S 0° 14' 49" W		52.84	
C77:	R=35.10	L=54.39		D=88°47'06"
L78:	S 79° 20' 30" W		93.98	
C79:	R=108.25			D=44°57'45"
	N 54° 51' 01" W			
	R=148.53			D=31°45'48"
	S 72° 29' 55" W			
	S 77° 34' 19" W		72.09	
-	••		-	

L84:	N 88° 20' 58" W	72.79	
L84. L85:	S 65° 13' 25" W		
L86:	N 53° 03' 26" W		
L80. L87:	S 38° 18' 51" W		
L87: L88:	S 54° 12' 06" E	28.63	
L89:	S 36° 12' 43" E	67.19	
L90:	S 41° 18' 27" E	65.69	
L90:	N 88° 45' 27" E	119.46	
L91:	N 86° 46' 05" E	45.00	
L93:	S 40° 35' 23" E	56.61	
L94:	N 86° 46' 06" E	393.20	
L95:	S 83° 20' 15" E	963.28	
L96:	S 19° 42' 02" E	145.97	
L97:	S 70° 09' 21" E	44.97	
L98:	N 68° 12' 38" E	98.57	
L99:	S 68° 47' 30" E	182.05	
L100:	N 20° 20' 04" E	39.26	
L101:	S 68° 45' 41" E	179.68	
	N 90° 00' 00" E	31.68	
L103:	S 0° 00' 00" E	26.90	
L104:	S 89° 54' 10" E	69.05	
L105:	S 44° 51' 37" E	182.73	
L106:	S 84° 56' 59" E	169.56	
L107:	S 56° 09' 53" E	78.87	
L108:	S 30° 58' 33" E	49.47	
L109:	S 14° 55' 06" E	54.09	
L110:	S 54° 28' 31" E	24.33	
L111:	N 80° 20' 03" E	58.17	
L112:	S 88° 24' 30" E	64.78	
L113:	S 0° 00' 00" E	101.95	
C114:	R=276.15	L=3.38	D=0°42'03"
L115:	S 50° 18' 10" W	47.41	
C116:	R=290.00	L=90.61	D=17°54'06"
L117:	N 47° 11' 21" W	138.70	
L118:	S 50° 18' 10" W	3.78	
	R=500.22		D=15°15'20"
	S 35° 02' 50" W		
		L=353.99	25°21'10"
L122:	S 9° 41' 40" W		
		L=315.35	D=72°16'40"
	S 62° 35' 00" E		
		L=99.60	
	R=111.27		
L127:	S 0° 20' 35" W	1633.29	9

COURSE TABLE:



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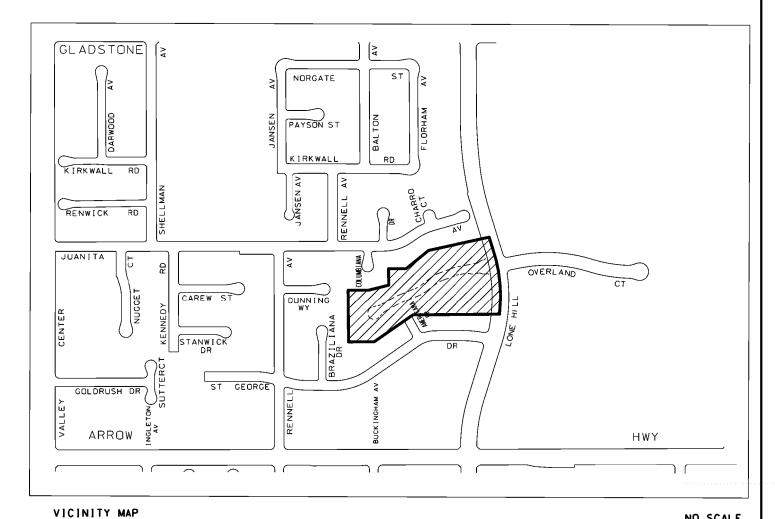
COUNTY OF DEPARTMENT O SEWER MAINTE	ANNEXATION TO THE CONSOLIDATED SEWER MAINTENANCE DISTRICT PARCEL 201-20				ст				
RECORD SEWER PLANS: S-406				IN THE CITY OF SAN DIMAS BEING A PORTION OF RANCHO ADDITION TO SAN JOSE					SE
ACREAGE: 8.32	твм:	599-J2	DS:	144-337	DATE:	06/02/10	BY:	F	٩A
SMD MAP: E-2385	AMB:	8383	OLD DS	235	REV.:	-	SHEET	2 OF	2

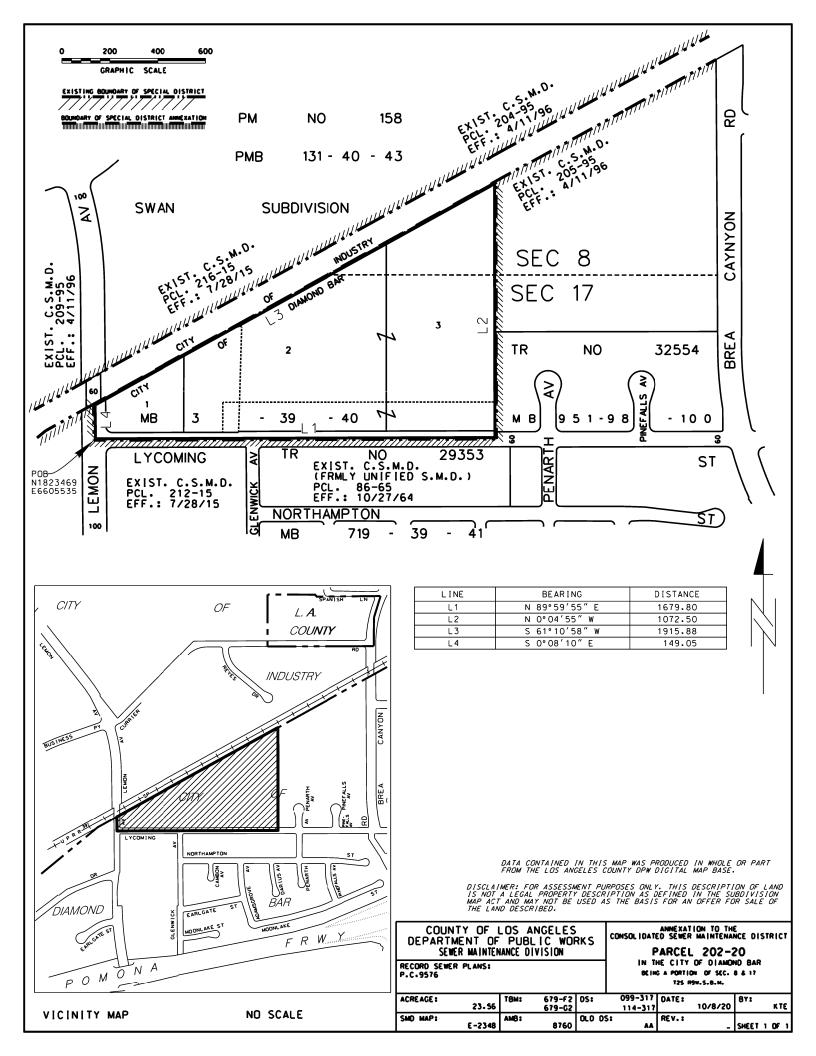
L2:	S 55° 39' 16" W 292.55
L3:	S 89° 59' 31" W 160.29
L4:	N 0° 01' 56" W 324.33
L5:	S 89° 59' 40" E 129.00
L6:	N 76° 24' 10" E 127.56
L7:	N 0° 01' 56" W 102.00
L8:	S 89° 59' 40" E 110.00
L9:	N 51° 20' 20" E 180.00
L10:	N 78° 15' 20" E 389.51
L11:	S 17° 17' 28" E 74.37
C12:	R=1000.00 L= 416.91 D=23°53'14"
C13:	R=1000.00 L= 163.45 D=9°21'54"

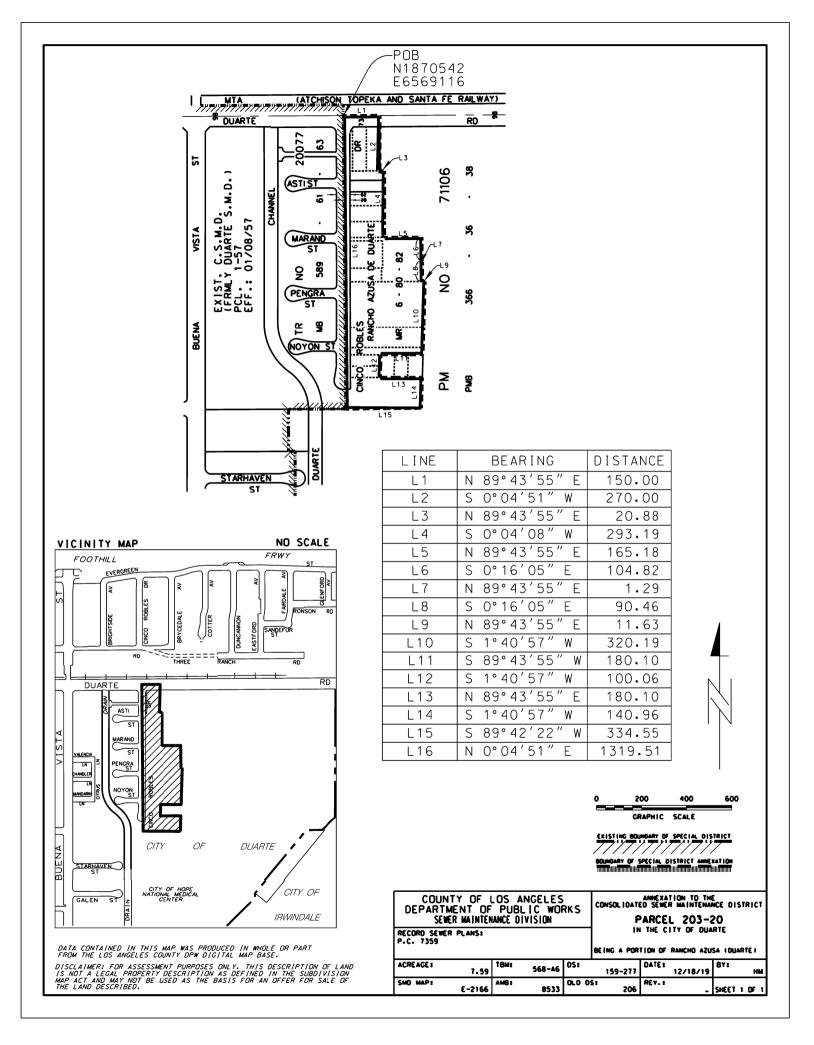
L1:	N 89° 59' 01" W 543.50
L2:	S 55° 39' 16" W 292.55
L3:	S 89° 59' 31" W 160.29
L4:	N 0° 01' 56" W 324.33
L5:	S 89° 59' 40" E 129.00
L6:	N 76° 24' 10" E 127.56
L7:	N 0° 01' 56" W 102.00
L8:	S 89° 59' 40" E 110.00
19:	N 51° 20' 20" E 180.00

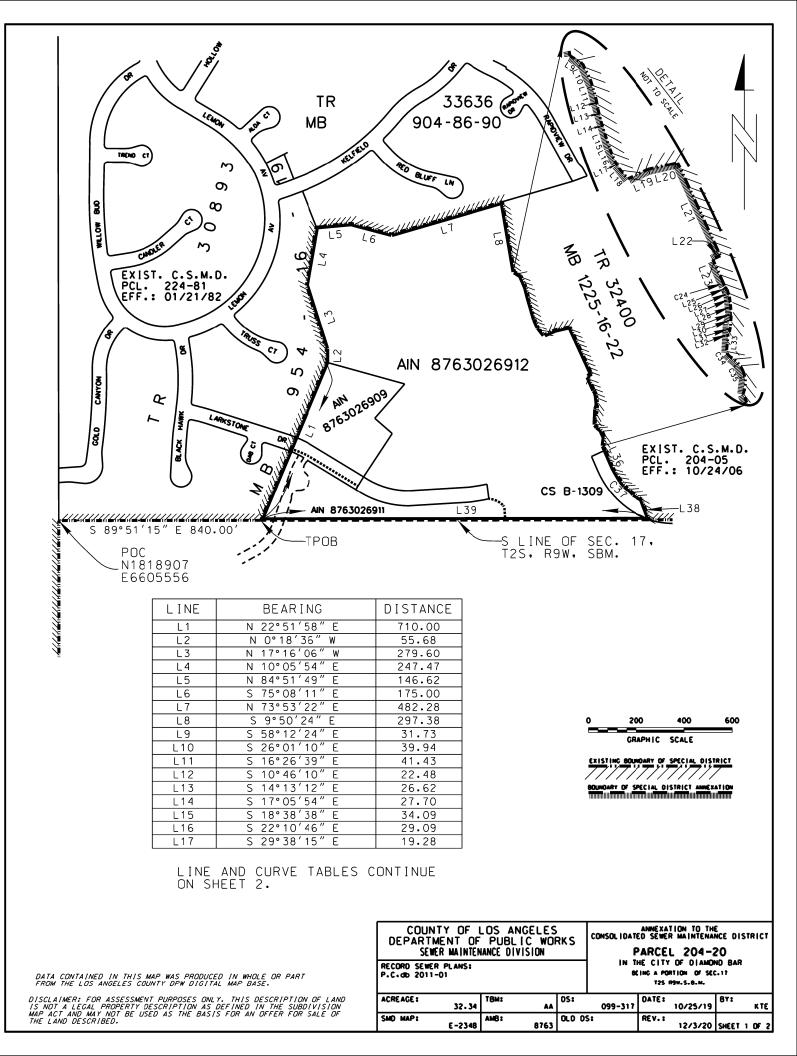
COURSE TABLE

NO SCALE









COUNTY OF U DEPARTMENT OF SEWER MAINTEN	ANNEXATION TO THE CONSOLIDATED SEVER MAINTENANCE DISTRIC PARCEL 204-20						
RECORD SEWER PLANS: P.C.db 2011-01		IN THE CITY OF DIAMOND BAR BEING A PORTION OF SEC.1? T25 A9W.S.B.M.					
ACREAGE: 32.34	TBM:	05:	099-317	DATE:	10/25/19	8Y:	KTE
SMD MAP: E-2348	AMB: 8763	OLD DS	8	REV.:	12/3/20	SHEET	2 OF 2

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1.05		43.13
L25	S 41°01′44″ E	7.39
L26	S 18°40′50″ E	16.11
L27	S 7°37′01″ E	16.49
L28	S 4°29′30″ E	16.24
L29	S 2°00′12″ E	7.97
L30	S 3°04′00″ W	24.48
L31	S 11°40′31″ W	15.22
L32	S 36°04′17″ W	3.54
L33	S 5°09′17″ W	31.28
L36	S 23°40′51″ E	86.66
L38	S 20°52′08″ E	93.03
L39	N 89°51′15″ W	1632.20

BEARING

S 40°39′16″E

N 76°55 46 E S 24°49′53″ E S 64°48′45″ W S 24°21′10″ E

E

Ε

N 65°10′59″ N 76°55′46″

CURVE	RADIUS	DELTA	LENGTH
C24	170.00	4°52′51″	14.48
C34	17.00	65°15′32″	19.36
C35	63.00	82°26′51″	90.66
C37	318.00	34°50′28″	193.37

NO SCALE

LINE

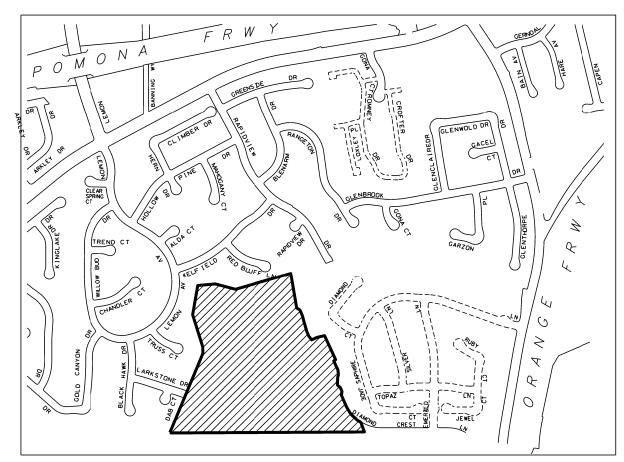
L18

L19

L20

L21

L22 L23 VICINITY MAP



LINE AND CURVE TABLES CONTINUED

FROM SHEET 1.

DISTANCE

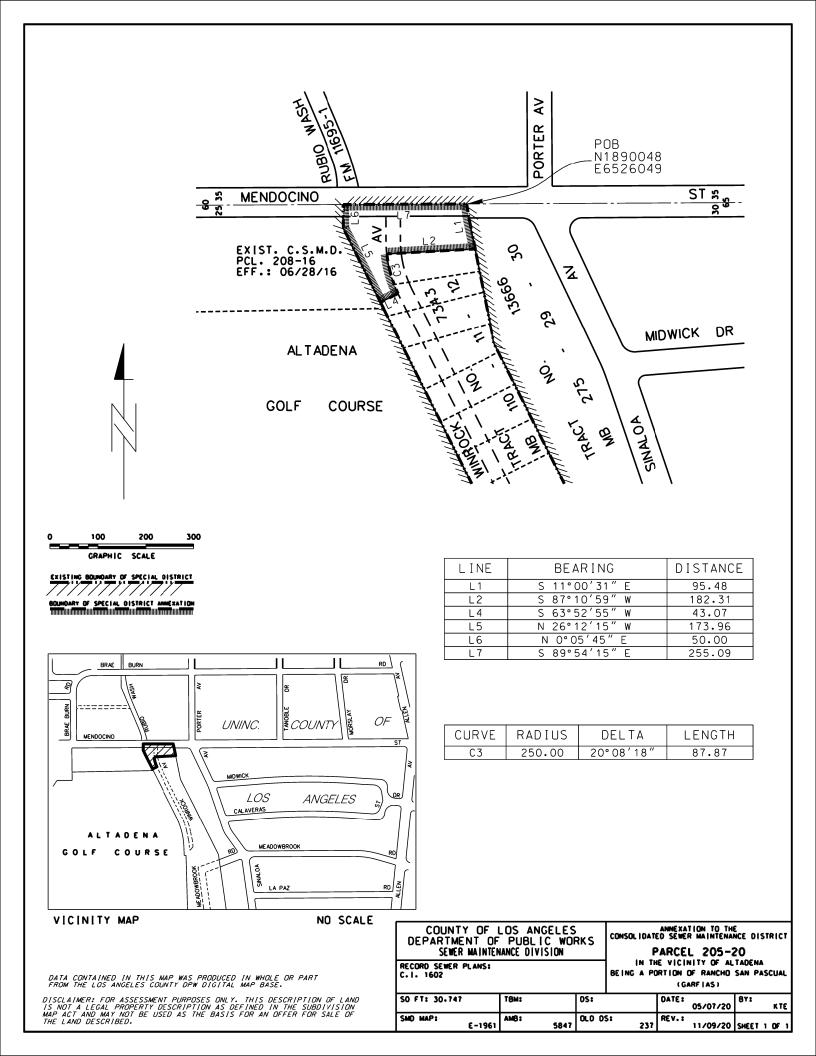
28.40

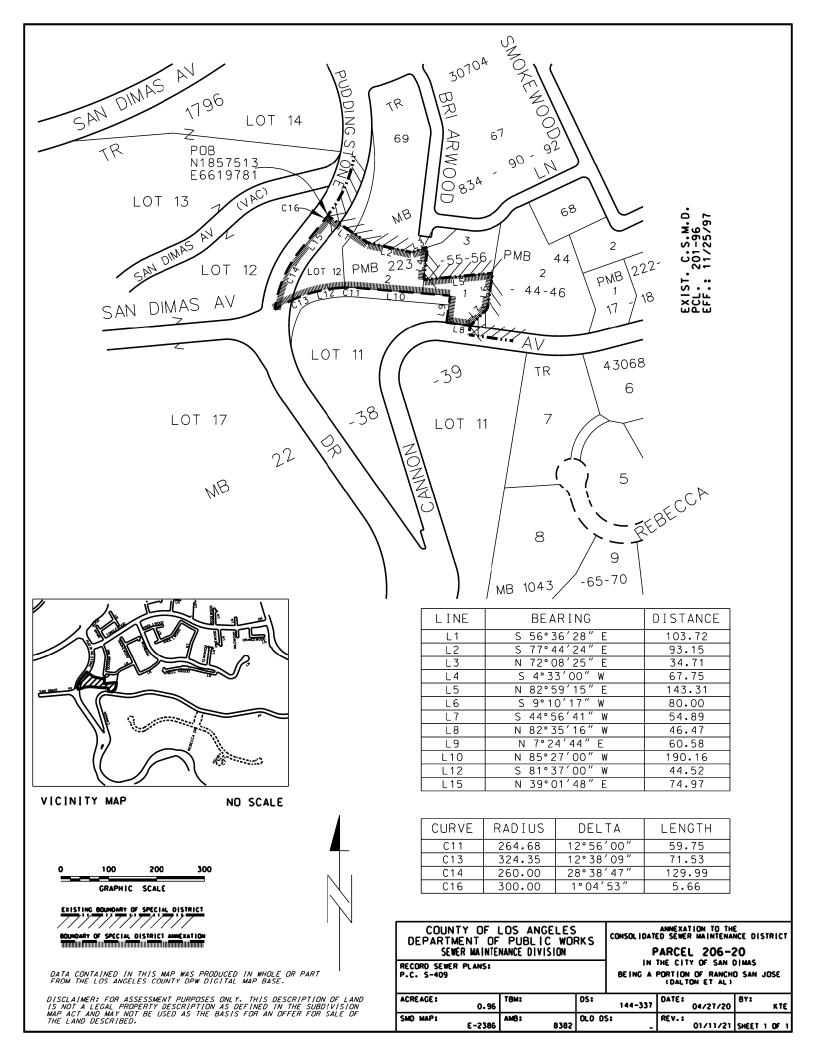
49.02

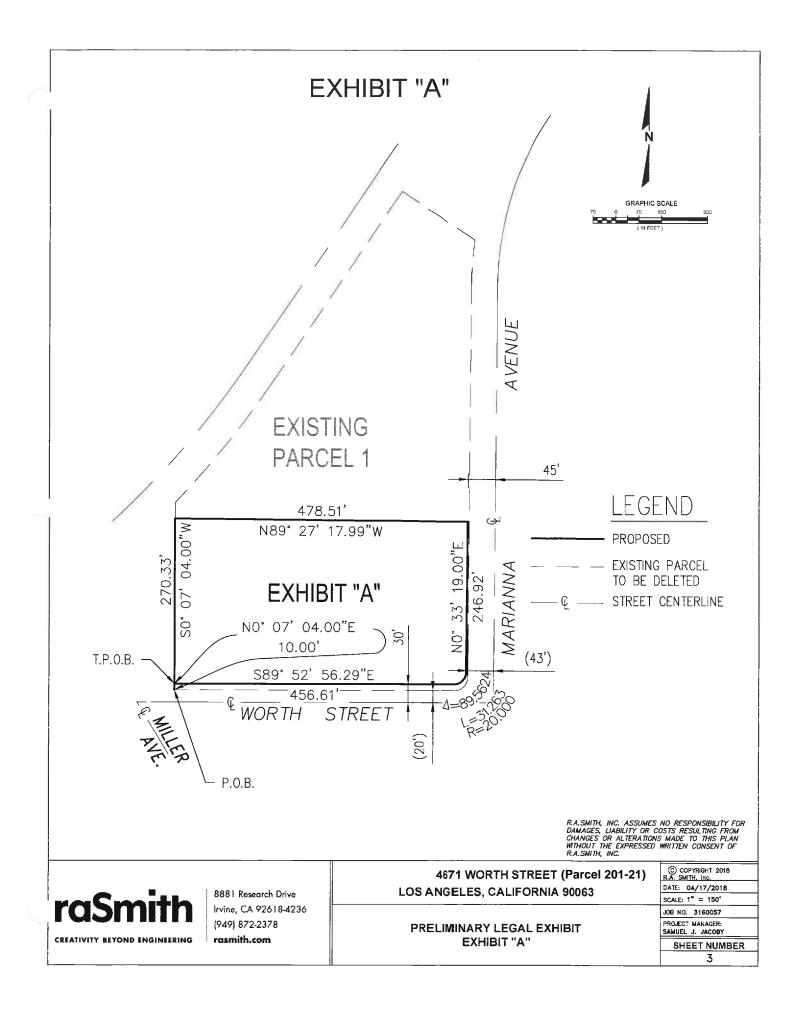
64.54

219.40 17.94

49.79









# **COUNTY OF LOS ANGELES**

## **DEPARTMENT OF PUBLIC WORKS**

"To Enrich Lives Through Effective and Caring Service"

MARK PESTRELLA, Director

August 2, 2022

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: SM-1

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:

#### ENVIRONMENTAL SERVICES CORE SERVICE AREA ANNEXATION AND LEVYING OF SEWER SERVICE CHARGES TO THE CONSOLIDATED SEWER MAINTENANCE DISTRICT OF 20 PARCELS WITHIN UNINCORPORATED TERRITORIES OF AGOURA, ALTADENA, ATHENS, CASTAIC, AND QUARTZ HILL AND THE CITIES OF CARSON, DIAMOND BAR, DUARTE, INDUSTRY, LOS ANGELES, RANCHO PALOS VERDES, ROLLING HILLS, ROLLING HILLS ESTATES, SAN DIMAS, AND SANTA CLARITA (ALL SUPERVISORIAL DISTRICTS) (3 VOTES)

#### **SUBJECT**

Public Works is seeking Board approval of the annexation of new territories into the Los Angeles County Consolidated Sewer Maintenance District and levying of sewer service charges on parcels within the annexed territories.

#### IT IS RECOMMENDED THAT THE BOARD:

- 1. Find that the proposed annexation of 20 parcels, Parcel Nos. 10-18, 1-19 through 4-19, 201-19, 1-20 through 2-20, 101-20 through 105-20, 201-20 through 206-20, and 4671 Worth Street (201-21) into the Consolidated Sewer Maintenance District and levying of sewer service charges are to meet operational expenses to maintain service within the proposed annexation areas and are statutorily exempt from the California Environmental Quality Act.
- 2. Adopt the Resolution of Intention to set a public hearing regarding the proposed annexation of 20 parcels into the Consolidated Sewer Maintenance District and the levying of sewer service charges within the annexed parcels.
- 3. In accordance with Health and Safety Code, Sections 4898 and 4899, instruct the Director of Public Works or his designee to post notices of the hearing in at least three conspicuous places in the territory proposed to be annexed and in at

> least three conspicuous places in the Consolidated Sewer Maintenance District. The notices shall contain a description of the territory proposed to be annexed; the date, time, and location of the hearing; and shall be posted not less than ten days prior to the date set for the hearing.

- 4. In accordance with Health and Safety Code, Section 4899, instruct the Executive Officer of the Board to publish the notices once a week for two consecutive weeks in both English and Spanish newspapers.
- 5. In accordance with Article XIIID, Section 6, of the California Constitution, instruct the Director of Public Works or his designee to notify the owners of record of all identified parcels of real property proposed to be annexed by United States mail of the amount of the Consolidated Sewer Maintenance District's sewer service charge to be levied upon each property; the basis for calculating the sewer service charge; the reason for the sewer service charge; and the date, time, and location of the hearing not less than 45 days prior to the date set for public hearing.

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

- 1. Determine whether a majority written protest exists against the proposed imposition of sewer service charges on the properties to be annexed.
- 2. If a majority written protest does not exist:
  - a. Find that the parcels proposed to be annexed will benefit from sewers maintained by Public Works and commencing in Fiscal Year 2023-24, authorize the boundaries of the Consolidated Sewer Maintenance District be altered to include such benefited parcels, and order levying of sewer service charges within the annexed parcels.
  - b. Adopt the Property Tax Transfer Resolution approving and accepting negotiations that there will be no exchange of property tax revenues from annexation of the 20 parcels.
  - c. Instruct the Director of Public Works or his designee to file the statement of boundary change with the State Board of Equalization and the County of Los Angeles Assessor's office.

3. If a majority written protest does exist, make a finding terminating the proposed annexation and levying of sewer service charge proceedings and refer the matter back to Public Works.

#### PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended action is to annex parcels benefiting from sewers maintained by Public Works and to levy sewer service charges on parcels within the annexed territories. Most of the individual properties are being included in these proceedings at the property owner's request or due to the sewer being readily available to the property owner. Some of the properties are being annexed as a result of an audit conducted by Public Works that sewer service is already being provided to the property. Owners of the affected parcels will be notified by mail, at least 45 days prior to the hearing date, of the exact amount that will be charged to their individual parcels as required by law. The sewer service charge for a typical single-family home is \$50.50 annually in Fiscal Year 2023-24. Multiple-family residences, commercial, and industrial properties are charged a higher amount.

Enclosed is a complete list of the 719 individual properties within the 20 parcels along with their proposed sewer service charges (Enclosure A).

Approval of the proposed annexations will provide Public Works with revenue to be used to maintain the sewer facilities in compliance with State Water Resources Control Board regulatory requirements and County of Los Angeles Department of Public Health standards.

#### Implementation of Strategic Plan Goals

These recommendations support the County Strategic Plan: Strategy II.3, Make Environmental Sustainability our Daily Reality; 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. The recommended actions allow the annexation of new territories into the District and levying of sewer service charges to the affected parcels to ensure that sufficient funds are raised for the continued maintenance of the sewer system in a cost-effective, safe, and environmentally sound manner and to protect the water resources of our communities.

#### FISCAL IMPACT/FINANCING

There will be no impact to the County General Fund.

Upon approval by the Board, this action will generate an estimated \$46,000 in additional annual revenue to Public Works effective July 1, 2023, to provide for ongoing sewer maintenance operations. The additional revenue will be included in the Consolidated Sewer Maintenance District (GA9) Fiscal Year 2023-24 Budget.

#### FACTS AND PROVISIONS/LEGAL REQUIREMENTS

These recommended actions are required to annex parcels that will benefit from Public Works maintenance of local sewer collection systems. The Cities of Carson, Diamond Bar, Duarte, Industry, Los Angeles, Rancho Palos Verdes, Rolling Hills, Rolling Hills Estates, San Dimas, and Santa Clarita have adopted the enclosed resolutions granting consent and jurisdiction to the County of Los Angeles for the inclusion of territories within those cities into the District (Enclosure B).

In order to effectuate an annexation, Section 4896 of the Health and Safety Code requires the Board, by resolution, to set a time and place for a public hearing regarding the proposed annexation. Consistent with this requirement, the enclosed Resolution of Intention (Enclosure C) identifies the territories proposed to be annexed. Sewer service charges shall be determined in accordance with Title 20, Divisions 2 and 3 of the Los Angeles County Code.

In accordance with Health and Safety Code Sections 4898 and 4899, Public Works shall post the enclosed required notices of the public hearing (Enclosure D) in at least three conspicuous places in the territory proposed to be annexed and in at least three conspicuous places in the District at least 10 days prior to the date of the hearing.

The areas to be included are located within unincorporated territories of Agoura, Altadena, Athens, Castaic, and Quartz Hill and the Cities of Carson, Diamond Bar, Duarte, Industry, Los Angeles, Rancho Palos Verdes, Rolling Hills, Rolling Hills Estates, San Dimas, and Santa Clarita. The procedures to annex territory into the District are set forth in California Health and Safety Code Section 4895 et seq. In order to annex territory located within a city, these procedures require consent of the governing body of such city as the owner of the sewers within their city.

As required by Section 4899 of the Health and Safety Code, the Board shall direct the Executive Officer of the Board to publish a notice of the hearing in a newspaper of general circulation once a week for two consecutive weeks.

Section 4900 of the Health and Safety Code provides that the Board, after passing upon the proposed annexation and any objections thereto, may, by order entered upon its

minutes, determine that the territory proposed to be annexed or any part will be benefited by annexation and may order that the boundaries of the district be altered to include that territory.

The California Constitution, Article XIII D, Section 6 (a), requires that owners of parcels subject to new or increased sewer service charges be notified by mail no later than 45 days before the public hearing of the amount and reason for the charge; the method of determination; and the date, time, and location of the hearing. In the event a majority of property owners protest the new or increased charge, such new charge may not be imposed. In the absence of a majority protest, the sewer service charge shall be effective starting in Fiscal Year 2023-24.

Pursuant to Section 99 of the Revenue and Taxation Code, there will be no exchange of property tax revenues as a result of this action.

The Director of Public Works or his designee shall file the necessary statement of boundary change with the State Board of Equalization and the County Assessor's office as required by Section 54900 of the Government Code and Section 99 of the Revenue and Taxation Code.

This proposal was reviewed by the Director of Public Works or his designee, acting as the County Surveyor, and the County of Los Angeles Assessor. The boundaries were approved as to definiteness and certainty and are shown on the legal descriptions on Enclosure C.

The Resolution of Intention (Enclosure C) and Property Tax Resolution (Enclosure E) have been approved as to form by County Counsel.

### ENVIRONMENTAL DOCUMENTATION

The proposed annexation and levy of sewer service charges is to fund operating expenses to maintain sewers and is exempt from the California Environmental Quality Act (CEQA) pursuant to Public Resources Code Sections 21080(b)(8) and 15273(a) of the CEQA Guidelines.

### IMPACT ON CURRENT SERVICES (OR PROJECTS)

This action will result in the annexation of an additional 11.0 miles of sewer lines to the District. The revenue to be generated will be sufficient to fund the increased service area. The recommended action will have no impact on current County services or projects.

#### **CONCLUSION**

Please return two adopted copies of this letter to Public Works, Sewer Maintenance Division.

Respectfully submitted,

MARK PESTRELLA, PE Director of Public Works

MP:WJW:vr

Enclosures

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

# Enclosure A

		sessor's Parcels and Propo			Duanand
ount ANXPCL	Assesor_ID_No		City_or_Unincorportated_		Proposed_S
1 10-18 2 1-19	3101013900	5040 W AVENUE M2	QUARTZ HILL CA	Government Parcel	\$101.0
	2063048002	27409 PARK VISTA RD	AGOURA CA	Single Family	\$50.5
3 1-19	2063048003	27417 PARK VISTA RD	AGOURA CA AGOURA CA	Single Family	\$50.5
4 1-19	2063048004 2063048005	27453 PARK VISTA DR		Single Family	\$25. \$50.
5 1-19		27481 PARK VISTA RD	AGOURA CA	Single Family	
6 1-19	2063048006	27480 PARK VISTA RD	AGOURA CA	Single Family	\$50.
7 1-19	2063048007	27466 PARK VISTA RD	AGOURA CA	Single Family	\$25.
8 1-19	2063048008		AGOURA CA	Single Family	\$50.
9 1-19	2063048012	00700 011405 01	AGOURA CA	Single Family	\$25.
10 2-19	3271031001	28790 CHASE PL	CASTAIC CA	Industrial	\$101.
11 2-19	3271031002		CASTAIC CA	Industrial	\$25.
12 2-19	3271031003		CASTAIC CA	Industrial	\$25.
13 2-19	3271031004		CASTAIC CA	Industrial	\$25.
14 2-19	3271031009		CASTAIC CA	Parking Lots (Commercial)	\$25.
15 2-19	3271031010		CASTAIC CA	Parking Lots (Commercial)	\$25.
16 2-19	3271031011		CASTAIC CA	Parking Lots (Commercial)	\$25
17 2-19	3271031015	28820 CHASE PL	CASTAIC CA	Industrial	\$101.
18 2-19	3271032012	28777 WITHERSPOON PKWY	CASTAIC CA	Industrial	\$101.
19 2-19	3271032023		CASTAIC CA	Industrial	\$25
20 2-19	3271032024		CASTAIC CA	Parking Lots (Commercial)	\$25
21 2-19	3271032025	29115 AVE. VALLEY VIEW A & B	CASTAIC CA	Industrial	\$101
22 2-19	3271032026	29125 AVE. VALLEY VIEW	CASTAIC CA	Industrial	\$101
23 2-19	3271032027	29040 AVE. VALLEY VIEW	CASTAIC CA	Industrial	\$101
24 3-19	3244028011	21646 LUCAS CT	SANTA CLARITA CA	Single Family	\$50
25 3-19	3244028012	21640 LUCAS CT	SANTA CLARITA CA	Single Family	\$50
26 3-19	3244028013	21634 LUCAS CT	SANTA CLARITA CA	Single Family	\$50
27 3-19	3244028014	21628 LUCAS CT	SANTA CLARITA CA	Single Family	\$50
28 3-19	3244028015	21622 LUCAS CT	SANTA CLARITA CA	Single Family	\$50
29 3-19	3244028016	21616 LUCAS CT	SANTA CLARITA CA	Single Family	\$50
30 3-19	3244028017	21610 LUCAS CT	SANTA CLARITA CA	Single Family	\$50
31 3-19	3244028018	21604 LUCAS CT	SANTA CLARITA CA	Single Family	\$50
32 3-19	3244028019	21601 LUCAS CT	SANTA CLARITA CA	Single Family	\$50
33 3-19	3244028020	21605 LUCAS CT	SANTA CLARITA CA	Single Family	\$50
34 3-19	3244028021	21609 LUCAS CT	SANTA CLARITA CA	Single Family	\$50
35 3-19	3244028022	21615 LUCAS CT	SANTA CLARITA CA	Single Family	\$50
36 3-19	3244028023	21621 LUCAS CT	SANTA CLARITA CA	Single Family	\$50
37 3-19	3244028023	28856 WYATT CT	SANTA CLARITA CA	Single Family	\$50
38 3-19	3244028024	28862 WYATT CT	SANTA CLARITA CA		\$50
39 3-19	3244028025	28850 WYATT CT	SANTA CLARITA CA	Single Family Single Family	\$50
40 3-19		28863 WYATT CT			\$50
	3244028027		SANTA CLARITA CA	Single Family	
41 3-19	3244028028	28857 WYATT CT	SANTA CLARITA CA	Single Family	\$50
42 3-19	3244028029	28851 WYATT CT	SANTA CLARITA CA	Single Family	\$50
43 3-19	3244028030	21653 LUCAS CT	SANTA CLARITA CA	Single Family	\$50
44 3-19	3244028031	21659 LUCAS CT	SANTA CLARITA CA	Single Family	\$50
45 3-19	3244028032	21665 LUCAS CT	SANTA CLARITA CA	Single Family	\$50
46 3-19	3244028033	21671 LUCAS CT	SANTA CLARITA CA	Single Family	\$50
47 3-19	3244028034	28870 PHANTOM TRAIL	SANTA CLARITA CA	Single Family	\$50
48 3-19	3244028035	28876 PHANTOM TRAIL	SANTA CLARITA CA	Single Family	\$50
49 3-19	3244028036	28882 PHANTOM TRAIL	SANTA CLARITA CA	Single Family	\$50
50 3-19	3244028037	28877 PHANTOM TRAIL	SANTA CLARITA CA	Single Family	\$50
51 3-19	3244028038	28871 PHANTOM TRAIL	SANTA CLARITA CA	Single Family	\$50
52 3-19	3244028039	28865 PHANTOM TRAIL	SANTA CLARITA CA	Single Family	\$50
53 3-19	3244028040		SANTA CLARITA CA	Single Family	\$50
54 3-19	3244028041		SANTA CLARITA CA	Single Family	\$50
55 3-19	3244028044		SANTA CLARITA CA	Single Family	\$50
56 4-19	2812097012		SANTA CLARITA CA	Single Family	\$25
57 4-19	2812097017		SANTA CLARITA CA	Single Family	\$50
58 4-19	2812097018		SANTA CLARITA CA	Single Family	\$50
59 4-19	2812097024		SANTA CLARITA CA	Single Family	\$25
60 4-19	2812088001	19340 LAUREN LN	SANTA CLARITA CA	Single Family	\$50
61 4-19	2812088002	19334 LAUREN LN	SANTA CLARITA CA	Single Family	\$50
62 4-19	2812088003	19328 LAUREN	SANTA CLARITA CA	Single Family	\$50
63 4-19	2812088004	19322 LAUREN	SANTA CLARITA CA	Single Family	\$50
64 4-19	2812088005	19316 LAUREN	SANTA CLARITA CA	Single Family	\$50
65 4-19	2812088005	19310 LAUREN	SANTA CLARITA CA	Single Family	\$50.
	2012000000	113310 LAUNEN	DANTA CLANTIA CA	Single Lanniy	<sup>ې50.</sup>
66 4-19	2812088007	19304 LAUREN LN	SANTA CLARITA CA	Single Family	\$50

Co	unt ANXPCL	Assesor_ID_No	ADDRESS	City_or_Unincorportated	Areas Property_Usage	Proposed_SSC
	68 4-19	2812088009	19248 LAUREN LN	SANTA CLARITA CA	Single Family	\$50.50
	69 4-19	2812088010	19242 LAUREN LANE	SANTA CLARITA CA	Single Family	\$50.50
	70 4-19	2812088011	19241 LAUREN LANE	SANTA CLARITA CA	Single Family	\$50.50
	71 4-19	2812088012	19247 LAUREN LN	SANTA CLARITA CA	Single Family	\$50.50
	72 4-19	2812088013	19253 LAUREN LN	SANTA CLARITA CA	Single Family	\$50.50
	73 4-19	2812088014	19259 LAUREN LN	SANTA CLARITA CA	Single Family	\$50.50
	74 4-19	2812088015	19305 LAUREN LN	SANTA CLARITA CA	Single Family	\$50.50
	75 4-19	2812088016	19309 LAUREN	SANTA CLARITA CA	Single Family	\$50.50
	76 4-19	2812088017	19313 LAUREN	SANTA CLARITA CA	Single Family	\$50.50
	77 4-19	2812088018	19319 LAUREN	SANTA CLARITA CA	Single Family	\$50.50
	78 4-19	2812088019	19323 LAUREN	SANTA CLARITA CA	Single Family	\$50.50
	79 4-19	2812088019	19327 LAUREN	SANTA CLARITA CA	Single Family	\$50.50
	80 4-19	2812088021	19333 LAUREN	SANTA CLARITA CA	Single Family	\$50.50
	81 4-19	2812088021	19339 LAUREN LN	SANTA CLARITA CA	Single Family	\$50.50
	82 4-19	2812088022	19345 LAUREN LN	SANTA CLARITA CA		\$50.50
					Single Family	
	83 4-19	2812088024	19344 CARRANZA LN	SANTA CLARITA CA	Single Family	\$50.50
	84 4-19	2812088025	19338 CARRANZA LN	SANTA CLARITA CA	Single Family	\$50.50
	85 4-19	2812088026	19332 CARRANZA LANE	SANTA CLARITA CA	Single Family	\$25.25
	86 4-19	2812088027	19326 CARRANZA LN	SANTA CLARITA CA	Single Family	\$50.50
	87 4-19	2812088028	19320 CARRANZA LN	SANTA CLARITA CA	Single Family	\$50.50
	88 4-19	2812088029	19314 CARRANZA LN	SANTA CLARITA CA	Single Family	\$50.50
	89 4-19	2812088030	19308 CARRANZA LN	SANTA CLARITA CA	Single Family	\$50.50
	90 4-19	2812088031	19302 CARRANZA LN	SANTA CLARITA CA	Single Family	\$50.50
	91 4-19	2812088032	19252 CARRANZA LN	SANTA CLARITA CA	Single Family	\$50.50
	92 4-19	2812088033	19246 CARRANZA LANE	SANTA CLARITA CA	Single Family	\$50.50
	93 4-19	2812088034	19240 CARRANZA LANE	SANTA CLARITA CA	Single Family	\$50.50
	94 4-19	2812088035	19234 W CARRANZA LN	SANTA CLARITA CA	Single Family	\$50.50
	95 4-19	2812088036	19228 W CARRANZA LN	SANTA CLARITA CA	Single Family	\$50.50
	96 4-19	2812088037	19222 CARRANZA LN	SANTA CLARITA CA	Single Family	\$50.50
	97 4-19	2812088038	19216 CARRANZA LN	SANTA CLARITA CA	Single Family	\$50.50
	98 4-19	2812088039	19210 CARRANZA LN	SANTA CLARITA CA	Single Family	\$50.50
	99 4-19	2812088040	19204 CARRANZA LN	SANTA CLARITA CA	Single Family	\$50.50
	100 4-19	2812088041	19205 CARRANZA LN	SANTA CLARITA CA	Single Family	\$50.50
	101 4-19	2812088042	19211 CARRANZA LN	SANTA CLARITA CA	Single Family	\$50.50
	102 4-19	2812088043	19215 CARRANZA LN	SANTA CLARITA CA	Single Family	\$50.50
	102 4-19	2812088043				\$50.50
			19221 CARRANZA LN	SANTA CLARITA CA	Single Family	
	104 4-19	2812088045	19225 CARRANZA LN	SANTA CLARITA CA	Single Family	\$50.50
	105 4-19	2812088046	19231 W CARRANZA LN	SANTA CLARITA CA	Single Family	\$50.50
	106 4-19	2812088047	19237 W CARRANZA LN	SANTA CLARITA CA	Single Family	\$50.50
	107 4-19	2812088048	19243 CARRANZA LANE	SANTA CLARITA CA	Single Family	\$50.50
	108 4-19	2812088049	19249 CARRANZA LANE	SANTA CLARITA CA	Single Family	\$50.50
	109 4-19	2812088050	19255 CARRANZA LN	SANTA CLARITA CA	Single Family	\$50.50
	110 4-19	2812088051	19301 CARRANZA LN	SANTA CLARITA CA	Single Family	\$50.50
	111 4-19	2812088052	19307 CARRANZA LN	SANTA CLARITA CA	Single Family	\$50.50
	112 4-19	2812088053	19311 CARRANZA LANE	SANTA CLARITA CA	Single Family	\$50.50
	113 4-19	2812088054	19317 CARRANZA LN	SANTA CLARITA CA	Single Family	\$50.50
	114 4-19	2812088055	19321 CARRANZA LN	SANTA CLARITA CA	Single Family	\$50.50
	115 4-19	2812088056	19325 CARRANZA LN	SANTA CLARITA CA	Single Family	\$50.50
	116 4-19	2812088057	19331 CARRANZA LN	SANTA CLARITA CA	Single Family	\$50.50
	117 4-19	2812088058	19337 CARRANZA LN	SANTA CLARITA CA	Single Family	\$50.50
	118 4-19	2812088059	19343 CARRANZA LN	SANTA CLARITA CA	Single Family	\$50.50
	119 4-19	2812088060	19349 CARRANZA LN	SANTA CLARITA CA	Single Family	\$50.50
	120 4-19	2812088061	19206 W GRAHAM LN	SANTA CLARITA CA	Single Family	\$50.50
	121 4-19	2812088062	19158 GRAHAM LN	SANTA CLARITA CA	Single Family	\$50.50
	122 4-19	2812088063	19152 GRAHAM LN	SANTA CLARITA CA	Single Family	\$50.50
	123 4-19	2812088064	19146 W GRAHAM LN	SANTA CLARITA CA	Single Family	\$50.50
	124 4-19	2812088064	19140 W GRAHAM LN	SANTA CLARITA CA	Single Family	\$50.50
	125 4-19	2812088003	19434 GRAHAM LN	SANTA CLARITA CA	Single Family	\$50.50
	126 4-19	2812089001	19428 GRAHAM LN	SANTA CLARITA CA	Single Family	\$50.50
	127 4-19	2812089003	19422 GRAHAM LN	SANTA CLARITA CA	Single Family	\$50.50
	128 4-19	2812089004	19416 GRAHAM LN	SANTA CLARITA CA	Single Family	\$50.50
	129 4-19	2812089005	19410 GRAHAM LN	SANTA CLARITA CA	Single Family	\$50.50
	130 4-19	2812089006	19404 GRAHAM LN	SANTA CLARITA CA	Single Family	\$50.50
	131 4-19	2812089007	19328 GRAHAM LN	SANTA CLARITA CA	Single Family	\$50.50
	132 4-19	2812089008	19322 GRAHAM LN	SANTA CLARITA CA	Single Family	\$50.50
	133 4-19	2812089009	19316 GRAHAM LN	SANTA CLARITA CA	Single Family	\$50.50
1	134 4-19	2812089010	19308 GRAHAM LN	SANTA CLARITA CA	Single Family	\$50.50
1	135 4-19	2812089011	19302 GRAHAM LN	SANTA CLARITA CA	Single Family	\$50.50

Count	ANXPCL	Assesor_ID_No	ADDRESS	City_or_Unincorportated_Areas	Property_Usage	Proposed_SS
137	4-19	2812089013	19238 GRAHAM LN	SANTA CLARITA CA	Single Family	\$50.50
138	4-19	2812089014	19232 GRAHAM LN	SANTA CLARITA CA	Single Family	\$50.50
139	4-19	2812089015	19226 GRAHAM LN	SANTA CLARITA CA	Single Family	\$50.50
140	4-19	2812089016	19220 GRAHAM LN	SANTA CLARITA CA	Single Family	\$50.50
141	4-19	2812089017	19214 GRAHAM LN	SANTA CLARITA CA	Single Family	\$50.50
142	4-19	2812089018	19215 GRAHAM LN	SANTA CLARITA CA	Single Family	\$50.50
143	4-19	2812089019	19221 GRAHAM LN	SANTA CLARITA CA	Single Family	\$50.50
144	4-19	2812089020	19227 GRAHAM LN	SANTA CLARITA CA	Single Family	\$50.50
	4-19	2812089021	19233 GRAHAM LN	SANTA CLARITA CA	Single Family	\$50.50
	4-19	2812089022	19239 GRAHAM LN	SANTA CLARITA CA	Single Family	\$50.50
	4-19	2812089023	19245 GRAHAM LN	SANTA CLARITA CA	Single Family	\$50.50
	4-19	2812089024	19301 GRAHAM LN	SANTA CLARITA CA	Single Family	\$50.50
	4-19	2812089025	19307 GRAHAM LN	SANTA CLARITA CA	Single Family	\$50.50
	4-19	2812089026	19313 GRAHAM LN	SANTA CLARITA CA	Single Family	\$50.50
	4-19	2812089027	19319 GRAHAM LN	SANTA CLARITA CA	Single Family	\$50.50
	4-19	2812089028	19325 GRAHAM LN	SANTA CLARITA CA	Single Family	\$50.50
	4-19	2812089029	19331 GRAHAM LN	SANTA CLARITA CA	Single Family	\$50.50
	4-19	2812089030	19405 GRAHAM LN	SANTA CLARITA CA	Single Family	\$50.50 ¢50.50
	4-19	2812089031	19411 GRAHAM LN	SANTA CLARITA CA	Single Family	\$50.50
	4-19	2812089032	19417 GRAHAM LN	SANTA CLARITA CA	Single Family	\$50.50
	4-19	2812089033	19423 GRAHAM LN	SANTA CLARITA CA	Single Family	\$50.50
	4-19	2812089034	19429 GRAHAM LN	SANTA CLARITA CA	Single Family	\$50.50
	4-19	2812089035	19433 GRAHAM LN	SANTA CLARITA CA	Single Family	\$50.50
	4-19	2812089036	19439 GRAHAM LN	SANTA CLARITA CA	Single Family	\$50.50
161	4-19	2812089037	19374 MORIAH LN	SANTA CLARITA CA	Single Family	\$50.50
162	4-19	2812089038	19368 MORIAH LN	SANTA CLARITA CA	Single Family	\$50.50
163	4-19	2812089039	19362 MORIAH LN	SANTA CLARITA CA	Single Family	\$50.50
164	4-19	2812089040	19356 MORIAH LN	SANTA CLARITA CA	Single Family	\$50.50
165	4-19	2812089041	19348 MORIAH LN	SANTA CLARITA CA	Single Family	\$50.50
166	4-19	2812089042	19342 MORIAH LN	SANTA CLARITA CA	Single Family	\$50.50
	4-19	2812089043	19336 MORIAH LN	SANTA CLARITA CA	Single Family	\$50.50
	4-19	2812089044	19330 MORIAH LN	SANTA CLARITA CA	Single Family	\$50.50
	4-19	2812089045	19324 MORIAH LN	SANTA CLARITA CA	Single Family	\$50.50
	4-19	2812089046	19318 MORIAH LN	SANTA CLARITA CA	Single Family	\$50.50
	4-19	2812089047	19312 MORIAH LN	SANTA CLARITA CA	Single Family	\$50.50 ¢50.50
	4-19	2812089048	19306 MORIAH LN	SANTA CLARITA CA	Single Family	\$50.50 ¢50.50
	4-19	2812089049	19264 BENSION DR	SANTA CLARITA CA	Single Family	\$50.50
	4-19	2812089050	19258 BENSION DR	SANTA CLARITA CA	Single Family	\$50.50
	4-19	2812089051	19252 BENSION DR	SANTA CLARITA CA	Single Family	\$50.50
	4-19	2812089052	19246 BENSION DRIVE	SANTA CLARITA CA	Single Family	\$50.50
	4-19	2812089053	19240 BENSION DRIVE	SANTA CLARITA CA	Single Family	\$50.50
178	4-19	2812089054	19234 BENSION DR	SANTA CLARITA CA	Single Family	\$50.50
179	4-19	2812089055	19228 BENSION DRIVE	SANTA CLARITA CA	Single Family	\$50.50
	4-19	2812089056	19222 BENSION DRIVE	SANTA CLARITA CA	Single Family	\$50.50
181	4-19	2812089057	19216 BENSION DRIVE	SANTA CLARITA CA	Single Family	\$50.50
182	4-19	2812090002	19215 BENSION DRIVE	SANTA CLARITA CA	Single Family	\$50.50
183	4-19	2812090003	19221 BENSION DRIVE	SANTA CLARITA CA	Single Family	\$50.50
184	4-19	2812090004	19229 BENSION DRIVE	SANTA CLARITA CA	Single Family	\$50.50
	4-19	2812090005	19235 BENSION DRIVE	SANTA CLARITA CA	Single Family	\$50.50
	4-19	2812090006	19241 BENSION DR	SANTA CLARITA CA	Single Family	\$50.50
	4-19	2812090007	19247 BENSION DRIVE	SANTA CLARITA CA	Single Family	\$50.50
	4-19	2812090008	19253 BENSION DR	SANTA CLARITA CA	Single Family	\$50.50
	4-19	2812090009	19259 BENSION DRIVE	SANTA CLARITA CA	Single Family	\$50.50
	4-19	2812090009	19265 BENSION DR	SANTA CLARITA CA	Single Family	\$50.50
	4-19	2812090011	19271 BENSION DR	SANTA CLARITA CA	Single Family	\$50.50
	4-19					
		2812090012	19277 BENSION DR	SANTA CLARITA CA	Single Family	\$50.50
	4-19	2812090013	19301 BENSION DR	SANTA CLARITA CA	Single Family	\$50.50
	4-19	2812090014	19307 BENSION DR	SANTA CLARITA CA	Single Family	\$50.50
	4-19	2812090015	19313 BENSION DR	SANTA CLARITA CA	Single Family	\$50.50
	4-19	2812090016	19317 BENSION DR	SANTA CLARITA CA	Single Family	\$50.50
	4-19	2812090017	19323 BENSION DR	SANTA CLARITA CA	Single Family	\$50.50
	4-19	2812090018	19327 BENSION DR	SANTA CLARITA CA	Single Family	\$50.50
199	4-19	2812090019	19333 BENSION DR	SANTA CLARITA CA	Single Family	\$50.50
200	4-19	2812090020	19341 BENSION DR	SANTA CLARITA CA	Single Family	\$50.50
201	4-19	2812090023	19352 BENSION DR	SANTA CLARITA CA	Single Family	\$50.50
	4-19	2812090024	19346 BENSION LN	SANTA CLARITA CA	Single Family	\$50.50
	4-19	2812090025	19340 BENSION DR	SANTA CLARITA CA	Single Family	\$50.50
	4-19	2812090026	19334 BENSION DRIVE	SANTA CLARITA CA	Single Family	\$50.50
204					1	

Count	ANXPCL	Assesor_ID_No	ADDRESS	City_or_Unincorportated_A	reas Property_Usage	Proposed_S
206	4-19	2812090028	19320 BENSION DR	SANTA CLARITA CA	Single Family	\$50.5
207	4-19	2812090029	19314 BENSION DR	SANTA CLARITA CA	Single Family	\$50.5
208	4-19	2812090030	19308 BENSION DR	SANTA CLARITA CA	Single Family	\$50.5
209	4-19	2812090031	19302 BENSION DR	SANTA CLARITA CA	Single Family	\$50.5
210	4-19	2812090032	19329 MORIAH LN	SANTA CLARITA CA	Single Family	\$50.5
211	4-19	2812090033	19341 MORIAH LN	SANTA CLARITA CA	Single Family	\$50.5
212	4-19	2812090034	19347 MORIAH LN	SANTA CLARITA CA	Single Family	\$50.5
213	4-19	2812090035	19355 MORIAH LN	SANTA CLARITA CA	Single Family	\$50.5
214	4-19	2812090036	19361 MORIAH LN	SANTA CLARITA CA	Single Family	\$50.5
215	4-19	2812090037	19367 MORIAH LN	SANTA CLARITA CA	Single Family	\$50.5
216	4-19	2812090038	19373 MORIAH LN	SANTA CLARITA CA	Single Family	\$50.5
217	4-19	2812090039	19347 BENSION DR	SANTA CLARITA CA	Single Family	\$50.5
218	4-19	2812090040	19209 BENSION DR	SANTA CLARITA CA	Single Family	\$50.5
219	4-19	2812091001	19134 GRAHAM LN	SANTA CLARITA CA	Single Family	\$50.5
220	4-19	2812091002	19128 GRAHAM LN	SANTA CLARITA CA	Single Family	\$50.5
	4-19	2812091003	19122 GRAHAM LN	SANTA CLARITA CA	Single Family	\$50.5
	4-19	2812091004	19116 GRAHAM LN	SANTA CLARITA CA	Single Family	\$50.5
	4-19	2812091005	19110 GRAHAM LANE	SANTA CLARITA CA	Single Family	\$50.5
	4-19	2812091006	19104 GRAHAM LANE	SANTA CLARITA CA	Single Family	\$50.5
	4-19	2812091007	19103 GRAHAM LANE	SANTA CLARITA CA	Single Family	\$50.5
	4-19	2812091008	19111 GRAHAM LANE	SANTA CLARITA CA	Single Family	\$50.5
	4-19	2812091009	19117 GRAHAM LANE	SANTA CLARITA CA	Single Family	\$50.5
	4-19 4-19	2812091009	19123 GRAHAM LN	SANTA CLARITA CA	Single Family	\$50.5
	4-19 4-19	2812091010	19135 GRAHAM LN	SANTA CLARITA CA		\$50.5
	4-19 4-19	2812091011	19141 W GRAHAM LN	SANTA CLARITA CA	Single Family Single Family	\$50.5
	4-19 4-19				Single Family	\$50.5
		2812091013	19145 W GRAHAM LN 19151 W GRAHAM LN	SANTA CLARITA CA SANTA CLARITA CA	· ·	
	4-19	2812091014			Single Family	\$50.5
	4-19	2812091015	19157 W GRAHAM LN	SANTA CLARITA CA	Single Family	\$50.5
	4-19	2812091016	19201 GRAHAM LN	SANTA CLARITA CA	Single Family	\$50.5
	4-19	2812091017	19207 W GRAHAM LN	SANTA CLARITA CA	Single Family	\$50.5
	4-19	2812091018	19210 BENSION DR	SANTA CLARITA CA	Single Family	\$50.5
	4-19	2812091019	19204 BENSION DRIVE	SANTA CLARITA CA	Single Family	\$50.5
	4-19	2812091020	19188 BENSION DR	SANTA CLARITA CA	Single Family	\$50.5
239	4-19	2812091021	19182 BENSION DR	SANTA CLARITA CA	Single Family	\$50.5
240	4-19	2812091022	19176 BENSION DRIVE	SANTA CLARITA CA	Single Family	\$50.5
241	4-19	2812091023	19172 BENSION DR	SANTA CLARITA CA	Single Family	\$50.5
242	4-19	2812091024	19166 BENSION DR	SANTA CLARITA CA	Single Family	\$50.5
243	4-19	2812091025	19165 BENSION DR	SANTA CLARITA CA	Single Family	\$50.5
244	4-19	2812091026	19171 BENSION DR	SANTA CLARITA CA	Single Family	\$50.5
245	4-19	2812091027	19177 BENSION DRIVE	SANTA CLARITA CA	Single Family	\$25.2
246	4-19	2812091028	19183 BENSION DR	SANTA CLARITA CA	Single Family	\$50.5
247	4-19	2812091031	19189 BENSION DR	SANTA CLARITA CA	Single Family	\$50.5
248	4-19	2812091032	19203 BENSION DR	SANTA CLARITA CA	Single Family	\$50.5
249	4-19	2812092056	19232 LAUREN LANE	SANTA CLARITA CA	Single Family	\$50.5
250	4-19	2812092057	19228 LAUREN LANE	SANTA CLARITA CA	Single Family	\$50.5
	4-19	2812092058	19222 LAUREN LANE	SANTA CLARITA CA	Single Family	\$50.5
	4-19	2812092059	19216 LAUREN LANE	SANTA CLARITA CA	Single Family	\$50.5
	4-19	2812092060	19210 LAUREN LANE	SANTA CLARITA CA	Single Family	\$50.5
	4-19	2812092061	19204 LAUREN LANE	SANTA CLARITA CA	Single Family	\$50.5
	4-19	2812092062	19180 LAUREN LANE	SANTA CLARITA CA	Single Family	\$50.5
	4-19	2812092062	19174 LAUREN LANE	SANTA CLARITA CA	Single Family	\$50.5
	4-19 4-19	2812092063	19174 LAUREN LANE	SANTA CLARITA CA	Single Family	\$50.5
	4-19 4-19	2812092064				\$50.5
			19162 LAUREN LANE 19156 LAUREN LANE	SANTA CLARITA CA	Single Family	
	4-19 4 10	2812092066		SANTA CLARITA CA	Single Family	\$50.5
	4-19	2812092067	19150 LAUREN LANE	SANTA CLARITA CA	Single Family	\$50.5
	4-19	2812092068		SANTA CLARITA CA	Single Family	\$50.5
	4-19	2812092069	19138 LAUREN LANE	SANTA CLARITA CA	Single Family	\$50.5
	4-19	2812092070	19132 LAUREN LANE	SANTA CLARITA CA	Single Family	\$50.5
	4-19	2812092071		SANTA CLARITA CA	Single Family	\$50.5
	4-19	2812092072		SANTA CLARITA CA	Single Family	\$50.5
	4-19	2812092073	19114 LAUREN LANE	SANTA CLARITA CA	Single Family	\$50.5
	4-19	2812092074	19108 LAUREN LN	SANTA CLARITA CA	Single Family	\$50.5
268	4-19	2812092075	19102 LAUREN LN	SANTA CLARITA CA	Single Family	\$50.5
269	4-19	2812092076	19005 LAUREN LN	SANTA CLARITA CA	Single Family	\$50.5
270	4-19	2812092077	19011 LAUREN LN	SANTA CLARITA CA	Single Family	\$50.5
271	4-19	2812092078	19019 LAUREN LANE	SANTA CLARITA CA	Single Family	\$50.5
272	4-19	2812092079	19025 LAUREN LN	SANTA CLARITA CA	Single Family	\$50.5
	4-19	2812092080	19031 LAUREN LN	SANTA CLARITA CA	Single Family	\$50.5
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Count	ANXPCL	Assesor_ID_No	ADDRESS	City_or_Unincorportated_Areas	Property_Usage	Proposed_SSC
275	4-19	2812092082	19043 LAUREN LN	SANTA CLARITA CA	Single Family	\$50.50
276	4-19	2812092083	19101 LAUREN LN	SANTA CLARITA CA	Single Family	\$50.50
	4-19	2812092084	19109 LAUREN LN	SANTA CLARITA CA	Single Family	\$50.50
	4-19	2812092085	19115 LAUREN LN	SANTA CLARITA CA	Single Family	\$50.50
	4-19	2812092086	19123 LAUREN LANE	SANTA CLARITA CA	Single Family	\$50.50
	4-19	2812092087	19131 LAUREN LANE	SANTA CLARITA CA	Single Family	\$50.50
	4-19	2812092088	19137 LAUREN LANE	SANTA CLARITA CA	Single Family	\$50.50
	4-19	2812092089	19143 LAUREN LANE	SANTA CLARITA CA	Single Family	\$50.50
	4-19	2812092090	19149 LAUREN LANE	SANTA CLARITA CA	Single Family	\$50.50
	4-19	2812092091	19155 LAUREN LANE	SANTA CLARITA CA	Single Family	\$50.50
	4-19	2812092092	19161 LAUREN LANE	SANTA CLARITA CA	Single Family	\$50.50
	4-19	2812092093	19167 LAUREN LANE	SANTA CLARITA CA	Single Family	\$50.50
	4-19	2812092094	19173 LAUREN LANE	SANTA CLARITA CA	Single Family	\$50.50
	4-19	2812092095	19134 CARRANZA LN	SANTA CLARITA CA	Single Family	\$50.50
	4-19	2812092096	19128 CARRANZA LN	SANTA CLARITA CA	Single Family	\$50.50
	4-19	2812092097	19122 CARRANZA LANE	SANTA CLARITA CA	Single Family	\$50.50
	4-19	2812092098	19116 CARRANZA LANL	SANTA CLARITA CA	Single Family	\$50.50
	4-19	2812092099	19110 CARRANZA LANE	SANTA CLARITA CA		\$50.50
					Single Family	
	4-19 4-19	2812092100	19106 CARRANZA LANE	SANTA CLARITA CA	Single Family	\$50.50
	-	2812092101	19056 CARRANZA LANE	SANTA CLARITA CA	Single Family	\$50.50
	4-19	2812092102	19050 CARRANZA LN	SANTA CLARITA CA	Single Family	\$50.50
	4-19	2812092103	19044 CARRANZA LANE	SANTA CLARITA CA	Single Family	\$50.50
-	4-19	2812092104	19038 CARRANZA LANE	SANTA CLARITA CA	Single Family	\$50.50
	4-19	2812092105	19032 CARRANZA LANE	SANTA CLARITA CA	Single Family	\$50.50
	4-19	2812092106	19026 CARRANZA LANE	SANTA CLARITA CA	Single Family	\$50.50
	4-19	2812092107	19020 CARRANZA LANE	SANTA CLARITA CA	Single Family	\$50.50
	4-19	2812092108	19014 CARRANZA LANE	SANTA CLARITA CA	Single Family	\$50.50
	4-19	2812092109	19008 CARRANZA LN	SANTA CLARITA CA	Single Family	\$50.50
	4-19	2812092110	19002 CARRANZA LANE	SANTA CLARITA CA	Single Family	\$50.50
	4-19	2812093053	19042 LAUREN LN	SANTA CLARITA CA	Single Family	\$50.50
	4-19	2812093054	19036 LAUREN LN	SANTA CLARITA CA	Single Family	\$50.50
306	4-19	2812093055	19030 LAUREN LN	SANTA CLARITA CA	Single Family	\$50.50
307	4-19	2812093056	19024 LAUREN LN	SANTA CLARITA CA	Single Family	\$50.50
308	4-19	2812093057	19018 LAUREN LN	SANTA CLARITA CA	Single Family	\$50.50
309	4-19	2812093058	19012 LAUREN LN	SANTA CLARITA CA	Single Family	\$50.50
310	4-19	2812093059	19006 LAUREN LANE	SANTA CLARITA CA	Single Family	\$50.50
311	4-19	2812093060	18980 LAUREN LN	SANTA CLARITA CA	Single Family	\$50.50
312	4-19	2812093061	18974 LAUREN LN	SANTA CLARITA CA	Single Family	\$50.50
313	4-19	2812093062	18968 LAUREN LN	SANTA CLARITA CA	Single Family	\$50.50
314	4-19	2812093063	18962 LAUREN LN	SANTA CLARITA CA	Single Family	\$50.50
315	4-19	2812093064	18958 LAUREN LN	SANTA CLARITA CA	Single Family	\$50.50
316	4-19	2812093065	18952 LAUREN LN	SANTA CLARITA CA	Single Family	\$50.50
317	4-19	2812093066	18946 LAUREN LN	SANTA CLARITA CA	Single Family	\$50.50
318	4-19	2812093067	28409 JASPER CT	SANTA CLARITA CA	Single Family	\$50.50
319	4-19	2812093070	28408 JASPER CT	SANTA CLARITA CA	Single Family	\$50.50
320	4-19	2812093071	18930 LAUREN LN	SANTA CLARITA CA	Single Family	\$50.50
321	4-19	2812093072	18922 LAUREN LN	SANTA CLARITA CA	Single Family	\$50.50
	4-19	2812093073	18914 LAUREN LN	SANTA CLARITA CA	Single Family	\$50.50
	4-19	2812093074	18911 LAUREN LN	SANTA CLARITA CA	Single Family	\$50.50
	4-19	2812093075	18917 LAUREN LN	SANTA CLARITA CA	Single Family	\$50.50
	4-19	2812093076	18923 LAUREN LN	SANTA CLARITA CA	Single Family	\$50.50
	4-19	2812093077	18929 LAUREN LN	SANTA CLARITA CA	Single Family	\$50.50
	4-19	2812093078	18935 LAUREN LN	SANTA CLARITA CA	Single Family	\$50.50
	4-19	2812093079	18943 LAUREN LN	SANTA CLARITA CA	Single Family	\$50.50
	4-19	2812093080	18951 LAUREN LN	SANTA CLARITA CA	Single Family	\$50.50
	4-19	2812093081	18959 LAUREN LN	SANTA CLARITA CA	Single Family	\$50.50
	4-19	2812093082	18965 LAUREN LN	SANTA CLARITA CA	Single Family	\$50.50
	4-19	2812093083	18971 LAUREN LN	SANTA CLARITA CA	Single Family	\$50.50
	4-19	2812093084	18948 CARRANZA LN	SANTA CLARITA CA	Single Family	\$50.50
	4-19	2812093084	18942 CARRANZA LN	SANTA CLARITA CA	Single Family	\$50.50
	4-19	2812093085	18936 CARRANZA LN	SANTA CLARITA CA	Single Family	\$50.50
	4-19	2812093086	18930 CARRANZA LN	SANTA CLARITA CA	Single Family	\$50.50 \$50.50
				1		
	4-19	2812093088	18924 CARRANZA LN	SANTA CLARITA CA	Single Family	\$50.50 \$50.50
	4-19	2812093089	18918 CARRANZA LN	SANTA CLARITA CA	Single Family	\$50.50 \$50.50
339	4-19	2812093090	18912 CARRANZA LN	SANTA CLARITA CA	Single Family	\$50.50
	1/1-19	2812093091	18906 CARRANZA LN	SANTA CLARITA CA	Single Family	\$50.50
340		20120222	40070 CARK SI	CANITA CLADITA CA	Charle Frankler	Ar
341	4-19	2812093092	19070 SARK PL	SANTA CLARITA CA	Single Family	\$50.50
341 342		2812093092 2812093093 2812093094	19070 SARK PL 19064 SARK PL 19058 SARK PL	SANTA CLARITA CA SANTA CLARITA CA SANTA CLARITA CA	Single Family Single Family Single Family	\$50.50 \$50.50 \$50.50

	Count	ANXPCL	Assesor_ID_No	ADDRESS	City_or_Unincorportated_Areas	Property_Usage	Proposed_SSC
	344	4-19	2812093095	19052 SARK PL	SANTA CLARITA CA	Single Family	\$50.50
	345	4-19	2812093096	19046 SARK PL	SANTA CLARITA CA	Single Family	\$50.50
	346	4-19	2812093097	19040 SARK PL	SANTA CLARITA CA	Single Family	\$50.50
		4-19	2812093098	19034 SARK PL	SANTA CLARITA CA	Single Family	\$50.50
		4-19	2812093099	19028 SARK PL	SANTA CLARITA CA	Single Family	\$50.50
		4-19	2812093100	19022 SARK PL	SANTA CLARITA CA	Single Family	\$50.50
		4-19	2812093101	19016 SARK PL	SANTA CLARITA CA	Single Family	\$50.50
		4-19	2812093102	19010 SARK PL	SANTA CLARITA CA	Single Family	\$50.50
		4-19	2812093103	19004 SARK PL	SANTA CLARITA CA	Single Family	\$50.50
		4-19	2812093106	28403 JASPER CT	SANTA CLARITA CA	Single Family	\$50.50
		4-19	2812093107	28402 JASPER CT	SANTA CLARITA CA	Single Family	\$50.50
		4-19	2812093107	19179 LAUREN LN	SANTA CLARITA CA	Single Family	\$50.50
		4-19	2812094053	19205 LAUREN LANE	SANTA CLARITA CA	Single Family	\$50.50
		4-19	2812094054	19203 LAUREN LANE	SANTA CLARITA CA	Single Family	\$50.50
		4-19 4-19	2812094055	19217 LAUREN LANE	SANTA CLARITA CA		\$50.50
						Single Family	
		4-19	2812094056	19223 LAUREN LANE	SANTA CLARITA CA	Single Family	\$50.50
		4-19	2812094057	19229 LAUREN LANE	SANTA CLARITA CA	Single Family	\$50.50
		4-19	2812094058	19233 LAUREN LANE	SANTA CLARITA CA	Single Family	\$50.50
		4-19	2812094059	19182 CARRANZA LN	SANTA CLARITA CA	Single Family	\$50.50
		4-19	2812094060	19176 CARRANZA LN	SANTA CLARITA CA	Single Family	\$50.50
		4-19	2812094061	19170 CARRANZA LN	SANTA CLARITA CA	Single Family	\$50.50
		4-19	2812094062	19164 CARRANZA LN	SANTA CLARITA CA	Single Family	\$50.50
		4-19	2812094063	19158 CARRANZA LN	SANTA CLARITA CA	Single Family	\$50.50
		4-19	2812094064	19152 CARRANZA LN	SANTA CLARITA CA	Single Family	\$50.50
		4-19	2812094065	19146 CARRANZA LN	SANTA CLARITA CA	Single Family	\$50.50
		4-19	2812094066	19140 CARRANZA LN	SANTA CLARITA CA	Single Family	\$50.50
	370	4-19	2812094067	19027 SARK PL	SANTA CLARITA CA	Single Family	\$50.50
	371	4-19	2812094068	19037 SARK PL	SANTA CLARITA CA	Single Family	\$50.50
	372	4-19	2812094069	19045 SARK PL	SANTA CLARITA CA	Single Family	\$50.50
	373	4-19	2812094070	19051 SARK PL	SANTA CLARITA CA	Single Family	\$50.50
	374	4-19	2812094071	19057 SARK PL	SANTA CLARITA CA	Single Family	\$50.50
	375	4-19	2812094072	19063 SARK	SANTA CLARITA CA	Single Family	\$50.50
	376	4-19	2812094073	19069 SARK PL	SANTA CLARITA CA	Single Family	\$50.50
	377	4-19	2812094074	19075 SARK PL	SANTA CLARITA CA	Single Family	\$50.50
	378	4-19	2812094075	19081 SARK PLACE	SANTA CLARITA CA	Single Family	\$50.50
	379	4-19	2812094076	19087 SARK PLACE	SANTA CLARITA CA	Single Family	\$50.50
	380	4-19	2812094077	19115 CARRANZA LN	SANTA CLARITA CA	Single Family	\$50.50
	381	4-19	2812094078	19121 CARRANZA LN	SANTA CLARITA CA	Single Family	\$50.50
	382	4-19	2812094079	19127 CARRANZA LN	SANTA CLARITA CA	Single Family	\$50.50
	383	4-19	2812094080	19133 CARRANZA LN	SANTA CLARITA CA	Single Family	\$50.50
	384	4-19	2812094081	19139 CARRANZA LN	SANTA CLARITA CA	Single Family	\$50.50
	385	4-19	2812094082	19147 CARRANZA LN	SANTA CLARITA CA	Single Family	\$50.50
		4-19	2812094083	19153 CARRANZA LN	SANTA CLARITA CA	Single Family	\$50.50
		4-19	2812094084	19159 CARRANZA LN	SANTA CLARITA CA	Single Family	\$50.50
		4-19	2812094085	19165 CARRANZA LN	SANTA CLARITA CA	Single Family	\$50.50
		4-19	2812094086	19171 CARRANZA LN	SANTA CLARITA CA	Single Family	\$50.50
		4-19	2812094087	19177 CARRANZA LN	SANTA CLARITA CA	Single Family	\$50.50
		4-19	2812094088	19183 CARRANZA LN	SANTA CLARITA CA	Single Family	\$50.50
		4-19	2812094089	19044 GRAHAM LN	SANTA CLARITA CA	Single Family	\$50.50
		4-19	2812094090	19038 GRAHAM LN	SANTA CLARITA CA	Single Family	\$50.50
		4-19	2812094091	19032 GRAHAM LN	SANTA CLARITA CA	Single Family	\$50.50
		4-19 4-19	2812094091	19026 GRAHAM LN	SANTA CLARITA CA	Single Family	\$50.50
		4-19 4-19	2812094092	19020 GRAHAM LN	SANTA CLARITA CA	Single Family	\$50.50
		4-19 4-19	2812094093	19020 GRAHAM LN	SANTA CLARITA CA	Single Family	\$50.50
		4-19 4-19	2812094094	19014 GRAHAM LN	SANTA CLARITA CA		\$50.50 \$50.50
				19008 GRAHAM LN		Single Family	
		4-19 4-10	2812094096		SANTA CLARITA CA	Single Family	\$50.50 \$50.50
		4-19	2812094097	19003 GRAHAM LN	SANTA CLARITA CA	Single Family	\$50.50
		4-19	2812094098	19009 GRAHAM LN	SANTA CLARITA CA	Single Family	\$50.50
		4-19	2812094099	19015 GRAHAM LN	SANTA CLARITA CA	Single Family	\$50.50
		4-19	2812094100	19027 GRAHAM LN	SANTA CLARITA CA	Single Family	\$50.50
		4-19	2812094101	19033 GRAHAM LN	SANTA CLARITA CA	Single Family	\$50.50
		4-19	2812094102	19039 GRAHAM LN	SANTA CLARITA CA	Single Family	\$50.50
		4-19	2812095025	19006 MARTINO CT	SANTA CLARITA CA	Single Family	\$50.50
		4-19	2812095026	19012 MARTINO CT	SANTA CLARITA CA	Single Family	\$50.50
		4-19	2812095027	19018 MARTINO CT	SANTA CLARITA CA	Single Family	\$50.50
1	409	4-19	2812095028	19024 MARTINO CT	SANTA CLARITA CA	Single Family	\$50.50
		1 10	2812095029	19030 MARTINO CT	SANTA CLARITA CA	Single Family	\$50.50
	410	4-19	2012055025			1	
		4-19 4-19	2812095030	19036 MARTINO CT	SANTA CLARITA CA	Single Family	\$50.50

	ANXPCL	Assesor_ID_No	ADDRESS	City_or_Unincorportated_Area	s Property_Usage	Proposed_S
413	4-19	2812095032	19048 MARTINO CT	SANTA CLARITA CA	Single Family	\$50.5
414	4-19	2812095033	19054 MARTINO CT	SANTA CLARITA CA	Single Family	\$50.5
415	4-19	2812095034	19045 MARTINO CT	SANTA CLARITA CA	Single Family	\$50.5
416	4-19	2812095035	19039 MARTINO CT	SANTA CLARITA CA	Single Family	\$50.5
	4-19	2812095036		SANTA CLARITA CA	Single Family	\$50.5
	4-19	2812095037	19017 MARTINO CT	SANTA CLARITA CA	Single Family	\$50.5
						\$50.5
	4-19	2812095038	28605 OWEN CT	SANTA CLARITA CA	Single Family	
	4-19	2812095039	28611 OWEN CT	SANTA CLARITA CA	Single Family	\$50.5
	4-19	2812095040	28617 OWEN CT	SANTA CLARITA CA	Single Family	\$50.5
422	4-19	2812095041	28616 OWEN CT	SANTA CLARITA CA	Single Family	\$50.5
423	4-19	2812095042	28608 OWEN CT	SANTA CLARITA CA	Single Family	\$50.5
424	4-19	2812095043	19143 BENSION DR	SANTA CLARITA CA	Single Family	\$50.
425	4-19	2812095044	19135 BENSION DR	SANTA CLARITA CA	Single Family	\$50.
	4-19	2812095045	19129 BENSION DR	SANTA CLARITA CA	Single Family	\$50.
	4-19	2812095046	18852 STIPE CT	SANTA CLARITA CA	Single Family	\$50.
	4-19	2812095047	18858 STIPE CT	SANTA CLARITA CA	Single Family	\$50.
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	4-19	2812095048	18864 STIPE CT	SANTA CLARITA CA	Single Family	\$50.
	4-19	2812095049		SANTA CLARITA CA	Single Family	\$25.
431	4-19	2812095900		SANTA CLARITA CA	Single Family	\$50.
432	4-19	2812096036	19069 BENSION DR	SANTA CLARITA CA	Single Family	\$50.
433	4-19	2812096037	19063 BENSION DR	SANTA CLARITA CA	Single Family	\$50.
	4-19	2812096038	19059 BENSION DR	SANTA CLARITA CA	Single Family	\$50.
	4-19	2812096039	19053 BENSION DR	SANTA CLARITA CA	Single Family	\$50.
	4-19	2812096040	19047 BENSION DR	SANTA CLARITA CA		\$50.
					Single Family	
	4-19	2812096041	19041 BENSION DR	SANTA CLARITA CA	Single Family	\$50.
	4-19	2812096042	18851 ANNMAE PL	SANTA CLARITA CA	Single Family	\$50.
439	4-19	2812096043	18845 ANNMAE PL	SANTA CLARITA CA	Single Family	\$50.
440	4-19	2812096044	18839 ANNMAE PL	SANTA CLARITA CA	Single Family	\$50.
441	4-19	2812096045	18833 ANNMAE PL	SANTA CLARITA CA	Single Family	\$50.
442	4-19	2812096046	18827 ANNMAE PL	SANTA CLARITA CA	Single Family	\$50.
	4-19	2812096047	18821 ANNMAE PL	SANTA CLARITA CA	Single Family	\$50.
			18802 ANNMAE PL			\$50.
	4-19	2812096048	18802 ANNWAE PL	SANTA CLARITA CA	Single Family	
	4-19	2812096049		SANTA CLARITA CA	Single Family	\$50.
446	4-19	2812096050		SANTA CLARITA CA	Single Family	\$50.
447	4-19	2812096051	18820 ANNMAE PL	SANTA CLARITA CA	Single Family	\$50.
448	4-19	2812096052	18826 ANNMAE PL	SANTA CLARITA CA	Single Family	\$50.
449	4-19	2812096053	18832 ANNMAE PL	SANTA CLARITA CA	Single Family	\$50.
450	4-19	2812096054	18838 ANNMAE PL	SANTA CLARITA CA	Single Family	\$50.
	4-19	2812096055		SANTA CLARITA CA	Single Family	\$50.
	4-19	2812096056	18850 ANNMAE PL	SANTA CLARITA CA	- ·	\$50.
					Single Family	
	4-19	2812096057	18856 ANNMAE PL	SANTA CLARITA CA	Single Family	\$50.
	4-19	2812096900		SANTA CLARITA CA	Single Family	\$25.
455	4-19	2812096901		SANTA CLARITA CA	Single Family	\$25.
456	4-19	2812097900		SANTA CLARITA CA	Single Family	\$25.
457	4-19	2812097901		SANTA CLARITA CA	Single Family	\$25.
	4-19	2812097902		SANTA CLARITA CA	Single Family	\$25.
	4-19	2812120001		SANTA CLARITA CA	Commercial	\$25.
		2812120001			Commercial	\$25.
	4-19			SANTA CLARITA CA		
	4-19	2812120003		SANTA CLARITA CA	Commercial	\$25.
	4-19	2812120004		SANTA CLARITA CA	Commercial	\$25.
	4-19	2812120005		SANTA CLARITA CA	Commercial	\$25.
464	4-19	2812120006		SANTA CLARITA CA	Commercial	\$25.
465	4-19	2812120008		SANTA CLARITA CA	Commercial	\$25.
466	4-19	2812120010		SANTA CLARITA CA	Commercial	\$25.
	4-19	2812120011		SANTA CLARITA CA	Commercial	\$25.
	4-19	2812120012		SANTA CLARITA CA	Commercial	\$25.
	4-19				Commercial	\$25.
		2812120013		SANTA CLARITA CA		
	4-19	2812120014		SANTA CLARITA CA	Commercial	\$25.
	4-19	2812120015		SANTA CLARITA CA	Commercial	\$25.
472	4-19	2812120016		SANTA CLARITA CA	Commercial	\$25.
473	4-19	2812120017		SANTA CLARITA CA	Commercial	\$25.
	4-19	2812120018		SANTA CLARITA CA	Commercial	\$25.
	4-19	2812120019		SANTA CLARITA CA	Commercial	\$25.
	201-19	8719007033	21415 BAKER PKWY	CITY OF INDUSTRY CA	Industrial	\$101.
			LTHIS DAKEN FILVI			
	201-19	8719007038		CITY OF INDUSTRY CA	Industrial	\$101.
	201-19	8719007039	21700 BAKER PKWY	CITY OF INDUSTRY CA	Industrial	\$101.
479	201-19	8719007042	21535 BAKER PKWY	CITY OF INDUSTRY CA	Industrial	\$101.
400	201-19	8719007043	21749 BAKER PKWY	CITY OF INDUSTRY CA	Industrial	\$101.
480						

	ANXPCL	Assesor_ID_No	ADDRESS	City_or_Unincorportated_Area		Proposed_SSG
482	201-19	8719007050	21438 BAKER PKWY	CITY OF INDUSTRY CA	Industrial	\$101.00
483	201-19	8719023906		CITY OF INDUSTRY CA	Industrial	\$25.25
484	201-19	8719023907		CITY OF INDUSTRY CA	Industrial	\$25.25
485	201-19	8719023908		CITY OF INDUSTRY CA	Industrial	\$25.25
486	201-19	8719023910		CITY OF INDUSTRY CA	Industrial	\$25.25
487	201-19	8719023911		CITY OF INDUSTRY CA	Industrial	\$25.25
488	201-19	8719023913		CITY OF INDUSTRY CA	Industrial	\$25.25
489	201-19	8719023917		CITY OF INDUSTRY CA	Industrial	\$25.25
490	201-19	8719023918		CITY OF INDUSTRY CA	Industrial	\$25.25
491	1-20	2058009008	30473 MULHOLLAND HWY	AGOURA CA	Mobile Home Parks	\$2,525.00
492	2-20	2865018033	28711 SLOAN CANYON RD	CASTAIC CA	Single Family	\$50.50
	2-20	2865018039	28311 SLOAN CANYON RD	CASTAIC CA	Single Family	\$50.50
	2-20	2865018040	28355 SLOAN CANYON RD	CASTAIC CA	Commercial	\$101.00
	2-20	2865018041	28343 SLOAN CANYON RD	CASTAIC CA	Single Family	\$50.50
	2-20	2865018900		CASTAIC CA	Single Family	\$25.25
	2-20	2865023001	28553 SLOAN CANYON RD	CASTAIC CA	Single Family	\$50.50
	2-20	2865023002	31550 OAKHORN AVE	CASTAIC CA		\$50.50
					Single Family	
	2-20	2865023004	28531 SLOAN CANYON RD	CASTAIC CA	Single Family	\$50.50
	2-20	2865023006	28701 SLOAN CANYON RD	CASTAIC CA	Single Family	\$50.50
	2-20	2865023011	29000 SLOAN CANYON RD	CASTAIC CA	Single Family	\$50.50
	2-20	2865023017		CASTAIC CA	Single Family	\$25.25
503	2-20	2865023019		CASTAIC CA	Pasture	\$25.25
504	2-20	2865023021		CASTAIC CA	Single Family	\$25.25
505	2-20	2865023024	28457 SLOAN CANYON RD	CASTAIC CA	Single Family	\$50.50
506	2-20	2865023900	28920 SLOAN CANYON RD	CASTAIC CA	Single Family	\$25.25
507	2-20	3247026056		CASTAIC CA	Desert	\$25.25
508	2-20	3247026062		CASTAIC CA	Single Family	\$25.25
509	2-20	3247068905		CASTAIC CA	Desert	\$25.25
510	101-20	6129006023	15523 S MAIN ST	ATHENS CA	Open Storage	\$50.50
	101-20	6129006033	15503 S MAIN ST	ATHENS CA	Office Buildings	\$252.50
	102-20	6125015011	159 E 162ND ST	CARSON CA	Industrial	\$25.25
	102-20		135 L 102100 31			\$25.25
		6125015012		CARSON CA	Industrial	
	102-20	6125015013	149 E 162ND ST	CARSON CA	Industrial	\$252.50
	102-20	6125015014	141 E 162ND ST	CARSON CA	Industrial	\$101.00
	102-20	6125015015	137 E 162ND ST	CARSON CA	Industrial	\$101.00
	102-20	6125015016	133 E 162ND ST	CARSON CA	Industrial	\$101.00
518	102-20	6125015017	127 E 162ND ST	CARSON CA	Industrial	\$101.00
519	102-20	6125015018	121 E 162ND ST	CARSON CA	Industrial	\$252.50
520	103-20	7557009013	6200 VIA CANADA	RANCHO PALOS VERDES CA	Single Family	\$50.50
521	103-20	7566007005	2801 CROWNVIEW DR	RANCHO PALOS VERDES CA	Single Family	\$50.50
522	103-20	7566014022	2973 CROWNVIEW DR	RANCHO PALOS VERDES CA	Single Family	\$50.50
523	103-20	7566014023	3001 CROWNVIEW DR	RANCHO PALOS VERDES CA	Single Family	\$50.50
524	104-20	7569023011	2 JOHNS CANYON RD	ROLLING HILLS CA	Single Family	\$50.50
525	104-20	7569023017	8 JOHNS CANYON RD	ROLLING HILLS CA	Single Family	\$50.50
	104-20	7569023033	0 CHESTNUT LN	ROLLING HILLS CA	Single Family	\$50.50
	104-20	7569023034	35 CREST RD W	ROLLING HILLS EST CA	Single Family	\$50.50
	105-20	7551013119	1 CHANDLER RANCH RD	ROLLING HILLS ESTATES CA	Golf Courses	\$151.50
	105-20	7551013130		ROLLING HILLS ESTATES CA		\$25.25
					Single Family	\$25.25
	105-20	7551037001	19 THORSEN RANCH RD	ROLLING HILLS ESTATES CA	Single Family	
	105-20	7551037002	21 THORSEN RANCH RD	ROLLING HILLS ESTATES CA	Single Family	\$25.25
	105-20	7551037003	23 THORSEN RANCH RD	ROLLING HILLS ESTATES CA	Single Family	\$25.25
	105-20	7551037004	25 THORSEN RANCH RD	ROLLING HILLS ESTATES CA	Single Family	\$25.25
	105-20	7551037005	27 THORSEN RANCH RD	ROLLING HILLS ESTATES CA	Single Family	\$25.25
535	105-20	7551037006	29 THORSEN RANCH RD	ROLLING HILLS ESTATES CA	Single Family	\$25.25
536	105-20	7551037007	27 THORSEN RANCH RD	ROLLING HILLS ESTATES CA	Single Family	\$25.25
537	105-20	7551037008	29 THORSEN RANCH RD	ROLLING HILLS ESTATES CA	Single Family	\$50.50
538	105-20	7551037009	31 THORSEN RANCH RD	ROLLING HILLS ESTATES CA	Single Family	\$25.25
539	105-20	7551037048	33 THORSEN RANCH RD	ROLLING HILLS ESTATES CA	Single Family	\$25.25
	105-20	7551037051	35 THORSEN RANCH RD	ROLLING HILLS ESTATES CA	Single Family	\$25.25
	105-20	7551037012	17 MCCARRELL RANCH RD	ROLLING HILLS ESTATES CA	Single Family	\$25.25
	105-20	7551037013	17 MCCARRELL RANCH RD	ROLLING HILLS ESTATES CA	Single Family	\$25.25
	105-20	7551037014	15 MCCARRELL RANCH RD	ROLLING HILLS ESTATES CA	Single Family	\$25.25
	105-20	7551037015	15 MCCARRELL RANCH RD	ROLLING HILLS ESTATES CA	Single Family	\$25.25
	105-20	7551037016	11 MCCARRELL RANCH RD	ROLLING HILLS ESTATES CA	Single Family	\$25.25
	105-20	7551037017	11 MCCARRELL RANCH RD	ROLLING HILLS ESTATES CA	Single Family	\$25.25
547	105-20	7551037018	9 MCCARRELL RANCH RD	ROLLING HILLS ESTATES CA	Single Family	\$25.25
	105-20	7551037019	9 MCCARRELL RANCH RD	ROLLING HILLS ESTATES CA	Single Family	\$25.25
548						
	105-20	7551037020	9 MCCARRELL RANCH RD	ROLLING HILLS ESTATES CA	Single Family	\$25.25

	Count	ANXPCL	Assesor_ID_No	ADDRESS	City_or_Unincorportated_Areas	Property_Usage	Proposed_SSC
	551	105-20	7551037022	7 MCCARRELL RANCH RD	ROLLING HILLS ESTATES CA	Single Family	\$50.50
	552	105-20	7551037023	5 MCCARRELL RANCH RD	ROLLING HILLS ESTATES CA	Single Family	\$50.50
		105-20	7551037024	5 MCCARRELL RANCH RD	ROLLING HILLS ESTATES CA	Single Family	\$50.50
		105-20	7551037025	3 MCCARRELL RANCH RD	ROLLING HILLS ESTATES CA	Single Family	\$25.25
		105-20	7551037026	3 MCCARRELL RANCH RD	ROLLING HILLS ESTATES CA	Single Family	\$25.25
		105-20	7551037027	1 MCCARRELL RANCH RD	ROLLING HILLS ESTATES CA	Single Family	\$50.50
		105-20	7551037028	1 MCCARRELL RANCH RD	ROLLING HILLS ESTATES CA	Single Family	\$50.50
		105-20	7551037029	69 CHANDLER RANCH RD	ROLLING HILLS ESTATES CA	Single Family	\$25.25
	559	105-20	7551037030	71 CHANDLER RANCH RD	ROLLING HILLS ESTATES CA	Single Family	\$25.25
	560	105-20	7551037031	73 CHANDLER RANCH RD	ROLLING HILLS ESTATES CA	Single Family	\$25.25
	561	105-20	7551037032	75 CHANDLER RANCH RD	ROLLING HILLS ESTATES CA	Single Family	\$25.25
	562	105-20	7551037033	77 CHANDLER RANCH RD	ROLLING HILLS ESTATES CA	Single Family	\$25.25
		105-20	7551037034	79 CHANDLER RANCH RD	ROLLING HILLS ESTATES CA	Single Family	\$25.25
		105-20	7551037035	81 CHANDLER RANCH RD	ROLLING HILLS ESTATES CA	Single Family	\$25.25
		105-20	7551037036	83 CHANDLER RANCH RD	ROLLING HILLS ESTATES CA	Single Family	\$25.25
		105-20	7551037037	85 CHANDLER RANCH RD	ROLLING HILLS ESTATES CA	Single Family	\$25.25
		105-20	7551037038		ROLLING HILLS ESTATES CA	Single Family	\$25.25
	568	105-20	7551037039		ROLLING HILLS ESTATES CA	Single Family	\$25.25
	569	105-20	7551038001	26 PHILLIPS RANCH RD	ROLLING HILLS ESTATES CA	Single Family	\$50.50
	570	105-20	7551038002	28 PHILLIPS RANCH RD	ROLLING HILLS ESTATES CA	Single Family	\$50.50
1		105-20	7551038003	30 PHILLIPS RANCH RD	ROLLING HILLS ESTATES CA	Single Family	\$50.50
		105-20	7551038004	32 PHILLIPS RANCH RD	ROLLING HILLS ESTATES CA	Single Family	\$50.50
1		105-20	7551038005	36 PHILLIPS RANCH RD	ROLLING HILLS ESTATES CA	Single Family	\$50.50
		105-20	7551038006	36 PHILLIPS RANCH RD	ROLLING HILLS ESTATES CA	Single Family	\$50.50
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		105-20	7551038007	9 RANCHO ELASTICO RD	ROLLING HILLS ESTATES CA	Single Family	\$25.25
		105-20	7551038008	7 RANCHO ELASTICO RD	ROLLING HILLS ESTATES CA	Single Family	\$50.50
	577	105-20	7551038009	5 RANCHO ELASTICO RD	ROLLING HILLS ESTATES CA	Single Family	\$25.25
	578	105-20	7551038010	3 RANCHO ELASTICO RD	ROLLING HILLS ESTATES CA	Single Family	\$25.25
	579	105-20	7551038011	1 RANCHO ELASTICO RD	ROLLING HILLS ESTATES CA	Single Family	\$50.50
	580	105-20	7551038012	16 BIXBY RANCH RD	ROLLING HILLS ESTATES CA	Single Family	\$25.25
		105-20	7551038013	12 BIXBY RANCH RD	ROLLING HILLS ESTATES CA	Single Family	\$25.25
		105-20	7551038014	10 BIXBY RANCH RD	ROLLING HILLS ESTATES CA	Single Family	\$25.25
		105-20	7551038015	8 BIXBY RANCH RD	ROLLING HILLS ESTATES CA	Single Family	\$25.25
		105-20	7551038016	6 BIXBY RANCH RD	ROLLING HILLS ESTATES CA	Single Family	\$25.25
		105-20	7551038017	2 BIXBY RANCH RD	ROLLING HILLS ESTATES CA	Single Family	\$25.25
	586	105-20	7551038018	1 BIXBY RANCH RD	ROLLING HILLS ESTATES CA	Single Family	\$50.50
	587	105-20	7551038019	3 BIXBY RANCH RD	ROLLING HILLS ESTATES CA	Single Family	\$50.50
	588	105-20	7551038020	5 BIXBY RANCH RD	ROLLING HILLS ESTATES CA	Single Family	\$50.50
	589	105-20	7551038021	89 HASLIN RANCH RD	ROLLING HILLS ESTATES CA	Single Family	\$25.25
	590	105-20	7551038022	87 HASLIN RANCH RD	ROLLING HILLS ESTATES CA	Single Family	\$25.25
		105-20	7551038023	35 PHILLIPS RANCH RD	ROLLING HILLS ESTATES CA	Single Family	\$25.25
		105-20	7551038024		ROLLING HILLS ESTATES CA		
				33 PHILLIPS RANCH RD		Single Family	\$25.25
		105-20	7551038025	33 PHILLIPS RANCH RD	ROLLING HILLS ESTATES CA	Single Family	\$25.25
		105-20	7551038026	31 PHILLIPS RANCH RD	ROLLING HILLS ESTATES CA	Single Family	\$25.25
1	595	105-20	7551038027	29 PHILLIPS RANCH RD	ROLLING HILLS ESTATES CA	Single Family	\$25.25
1	596	105-20	7551038028	27 PHILLIPS RANCH RD	ROLLING HILLS ESTATES CA	Single Family	\$25.25
1		105-20	7551038029	25 PHILLIPS RANCH RD	ROLLING HILLS ESTATES CA	Single Family	\$50.50
		105-20	7551038030	55 CHANDLER RANCH RD	ROLLING HILLS ESTATES CA	Single Family	\$25.25
1		105-20	7551038031	57 CHANDLER RANCH RD	ROLLING HILLS ESTATES CA	Single Family	\$50.50
		105-20	7551038032	59 CHANDLER RANCH RD	ROLLING HILLS ESTATES CA	Single Family	\$50.50
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		105-20	7551038033	61 CHANDLER RANCH RD	ROLLING HILLS ESTATES CA	Single Family	\$50.50
		105-20	7551038034	63 CHANDLER RANCH RD	ROLLING HILLS ESTATES CA	Single Family	\$50.50
1		105-20	7551038035	63 CHANDLER RANCH RD	PALOS VERDES ESTATES CA	Single Family	\$25.25
	604	105-20	7551038036	65 CHANDLER RANCH RD	ROLLING HILLS ESTATES CA	Single Family	\$25.25
	605	105-20	7551038037	67 CHANDLER RANCH RD	ROLLING HILLS ESTATES CA	Single Family	\$25.25
	606	105-20	7551038038		ROLLING HILLS ESTATES CA	Single Family	\$25.25
		105-20	7551038040		ROLLING HILLS ESTATES CA	Single Family	\$25.25
		105-20	7551039001	7 CHANDLER RANCH RD	ROLLING HILLS ESTATES CA	Single Family	\$50.50
		105-20	7551039002	9 CHANDLER RANCH RD	ROLLING HILLS ESTATES CA		\$25.25
						Single Family	
		105-20	7551039003	11 CHANDLER RANCH RD	ROLLING HILLS ESTATES CA	Single Family	\$25.25
		105-20	7551039004	15 CHANDLER RANCH RD	ROLLING HILLS ESTATES CA	Single Family	\$50.50
		105-20	7551039005	17 CHANDLER RANCH RD	ROLLING HILLS ESTATES CA	Single Family	\$50.50
	613	105-20	7551039006	19 CHANDLER RANCH RD	ROLLING HILLS ESTATES CA	Single Family	\$50.50
	614	105-20	7551039007	2 PHILLIPS RANCH RD	ROLLING HILLS ESTATES CA	Single Family	\$50.50
		105-20	7551039008	6 PHILLIPS RANCH RD	ROLLING HILLS ESTATES CA	Single Family	\$50.50
		105-20	7551039009	8 PHILLIPS RANCH RD	ROLLING HILLS ESTATES CA	Single Family	\$25.25
		105-20	7551039010		ROLLING HILLS ESTATES CA		
1				10 PHILLIPS RANCH RD		Single Family	\$25.25
1		105-20	7551039011	12 PHILLIPS RANCH RD	ROLLING HILLS ESTATES CA	Single Family	\$25.25
		105-20	7551039012	16 PHILLIPS RANCH RD	ROLLING HILLS ESTATES CA	Single Family	\$25.25

Count	ANXPCL	Assesor_ID_No	ADDRESS	City_or_Unincorportated_Areas	Property_Usage	Proposed_SSC
620	105-20	7551039013	18 PHILLIPS RANCH RD	ROLLING HILLS ESTATES CA	Single Family	\$50.50
621	105-20	7551039014	20 PHILLIPS RANCH RD	ROLLING HILLS ESTATES CA	Single Family	\$25.25
622	105-20	7551039015	22 PHILLIPS RANCH RD	ROLLING HILLS ESTATES CA	Single Family	\$25.25
623	105-20	7551039016	23 PHILLIPS RANCH RD	ROLLING HILLS ESTATES CA	Single Family	\$25.25
624	105-20	7551039017	21 PHILLIPS RANCH RD	ROLLING HILLS ESTATES CA	Single Family	\$25.25
	105-20	7551039018	19 PHILLIPS RANCH RD	ROLLING HILLS ESTATES CA	Single Family	\$25.25
	105-20	7551039019	17 PHILLIPS RANCH RD	ROLLING HILLS ESTATES CA	Single Family	\$50.50
	105-20	7551039020	15 PHILLIPS RANCH RD	ROLLING HILLS ESTATES CA	Single Family	\$50.50
	105-20	7551039021	11 PHILLIPS RANCH RD	ROLLING HILLS ESTATES CA	Single Family	\$25.25
	105-20	7551039022	9 PHILLIPS RANCH RD	ROLLING HILLS ESTATES CA	Single Family	\$25.25
	105-20	7551039023	7 PHILLIPS RANCH RD	ROLLING HILLS ESTATES CA	Single Family	\$25.25
	105-20	7551039024	5 PHILLIPS RANCH RD	ROLLING HILLS ESTATES CA	Single Family	\$25.25
	105-20	7551039025	3 PHILLIPS RANCH RD	ROLLING HILLS ESTATES CA	Single Family	\$50.50
	105-20	7551039026	21 CHANDLER RANCH RD	ROLLING HILLS ESTATES CA	Single Family	\$50.50
	105-20	7551039027	23 CHANDLER RANCH RD	ROLLING HILLS ESTATES CA	Single Family	\$25.25
						\$23.23
	105-20	7551039028	25 CHANDLER RANCH RD	ROLLING HILLS ESTATES CA	Single Family	
	105-20	7551039029	27 CHANDLER RANCH RD	ROLLING HILLS ESTATES CA	Single Family	\$25.25
	105-20	7551039030	29 CHANDLER RANCH RD	ROLLING HILLS ESTATES CA	Single Family	\$50.50
	105-20	7551039031	31 CHANDLER RANCH RD	ROLLING HILLS ESTATES CA	Single Family	\$50.50
	105-20	7551039032	33 CHANDLER RANCH RD	ROLLING HILLS ESTATES CA	Single Family	\$50.50
	105-20	7551039033	35 CHANDLER RANCH RD	ROLLING HILLS ESTATES CA	Single Family	\$25.25
	105-20	7551039034	37 CHANDLER RANCH RD	ROLLING HILLS ESTATES CA	Single Family	\$25.25
	105-20	7551039035	39 CHANDLER RANCH RD	ROLLING HILLS ESTATES CA	Single Family	\$50.50
643	105-20	7551039036	51 CHANDLER RANCH RD	ROLLING HILLS ESTATES CA	Single Family	\$50.50
644	105-20	7551039037	53 CHANDLER RANCH RD	ROLLING HILLS ESTATES CA	Single Family	\$50.50
645	105-20	7551039038		ROLLING HILLS ESTATES CA	Single Family	\$25.25
646	105-20	7551040001	11 RANCHO ELASTICO RD	ROLLING HILLS ESTATES CA	Single Family	\$50.50
647	105-20	7551040002	10 RANCHO ELASTICO RD	ROLLING HILLS ESTATES CA	Single Family	\$25.25
648	105-20	7551040003	8 RANCHO ELASTICO RD	ROLLING HILLS ESTATES CA	Single Family	\$50.50
649	105-20	7551040004	6 RANCHO ELASTICO RD	ROLLING HILLS ESTATES CA	Single Family	\$50.50
	105-20	7551040005	2 RANCHO ELASTICO RD	ROLLING HILLS ESTATES CA	Single Family	\$50.50
	105-20	7551040006	52 BIXBY RANCH RD	ROLLING HILLS ESTATES CA	Single Family	\$25.25
	105-20	7551040007	50 BIXBY RANCH RD	ROLLING HILLS ESTATES CA	Single Family	\$50.50
	105-20	7551040024	38 BIXBY RANCH RD	ROLLING HILLS ESTATES CA	Single Family	\$25.25
	105-20	7551040025	36 BIXBY RANCH RD	ROLLING HILLS ESTATES CA	Single Family	\$25.25
	105-20	7551040025		ROLLING HILLS ESTATES CA		\$50.50
	105-20		32 BIXBY RANCH RD		Single Family	\$50.50 \$50.50
		7551040011	32 BIXBY RANCH RD	ROLLING HILLS ESTATES CA	Single Family	
	105-20	7551040012	30 BIXBY RANCH RD	ROLLING HILLS ESTATES CA	Single Family	\$50.50
	105-20	7551040013	30 BIXBY RANCH RD	ROLLING HILLS ESTATES CA	Single Family	\$50.50
	105-20	7551040014	28 BIXBY RANCH RD	ROLLING HILLS ESTATES CA	Single Family	\$25.25
	105-20	7551040015	28 BIXBY RANCH RD	ROLLING HILLS ESTATES CA	Single Family	\$25.25
	105-20	7551040016	26 BIXBY RANCH RD	ROLLING HILLS ESTATES CA	Single Family	\$25.25
	105-20	7551040017	22 BIXBY RANCH RD	ROLLING HILLS ESTATES CA	Single Family	\$25.25
	105-20	7551040018	20 BIXBY RANCH RD	ROLLING HILLS ESTATES CA	Single Family	\$25.25
664	105-20	7551040019	18 BIXBY RANCH RD	ROLLING HILLS ESTATES CA	Single Family	\$25.25
665	105-20	7551040020		ROLLING HILLS ESTATES CA	Single Family	\$25.25
666	105-20	7551040021		ROLLING HILLS ESTATES CA	Single Family	\$25.25
667	105-20	7551040022		ROLLING HILLS ESTATES CA	Single Family	\$25.25
668	201-20	8383012020	1103 LAS COLINAS WY	SAN DIMAS CA	Single Family	\$50.50
669	201-20	8383012021	1107 LAS COLINAS WY	SAN DIMAS CA	Single Family	\$50.50
670	201-20	8383012022	1111 LAS COLINAS WY	SAN DIMAS CA	Single Family	\$50.50
671	201-20	8383012023	1115 LAS COLINAS WY	SAN DIMAS CA	Single Family	\$50.50
672	201-20	8383012024	1119 LAS COLINAS WY	SAN DIMAS CA	Single Family	\$50.50
673	201-20	8383012025	1123 LAS COLINAS WY	SAN DIMAS CA	Single Family	\$50.50
	201-20	8383012026	1127 LAS COLINAS WY	SAN DIMAS CA	Single Family	\$50.50
	201-20	8383012027	1131 LAS COLINAS WY	SAN DIMAS CA	Single Family	\$50.50
	201-20	8383012028	1135 LAS COLINAS WY	SAN DIMAS CA	Single Family	\$50.50
	201-20	8383012029	1139 LAS COLINAS WY	SAN DIMAS CA	Single Family	\$50.50
	201-20	8383012030	1143 LAS COLINAS WY	SAN DIMAS CA	Single Family	\$50.50
	201-20	8383012030	1142 LAS COLINAS WY	SAN DIMAS CA	Single Family	\$50.50
	201-20	8383012031	1138 LAS COLINAS WY	SAN DIMAS CA	Single Family	\$50.50
	201-20	8383012032	1134 LAS COLINAS WY	SAN DIMAS CA	Single Family	\$50.50 \$50.50
	201-20	8383012034	1130 LAS COLINAS WY	SAN DIMAS CA	Single Family	\$50.50 \$50.50
	201-20	8383012035	1126 LAS COLINAS WY	SAN DIMAS CA	Single Family	\$50.50
684	201-20	8383012036	1122 LAS COLINAS WY	SAN DIMAS CA	Single Family	\$50.50
	201-20	8383012037	1118 LAS COLINAS WY	SAN DIMAS CA	Single Family	\$50.50
					terms and a France the s	C2E2E
686	201-20	8383012040		SAN DIMAS CA	Single Family	\$25.25
686 687	201-20 202-20 202-20	8760021001 8760021002	20651 LYCOMING ST 20651 LYCOMING ST	DIAMOND BAR CA DIAMOND BAR CA	Industrial Industrial	\$25.25 \$0.00 \$0.00

Count	ANXPCL	Assesor_ID_No	ADDRESS	City_or_Unincorportated_Areas	Property_Usage	Proposed_SSC
689	202-20	8760021003	20739 LYCOMING ST	DIAMOND BAR CA	Mobile Home Parks	\$7,423.50
690	202-20	8760021004	20739 LYCOMING ST	DIAMOND BAR CA	Mobile Home Parks	\$0.00
691	202-20	8760021006	20675 LYCOMING ST	DIAMOND BAR CA	Industrial	\$0.00
692	203-20	8533006031	1412 DUARTE RD	DUARTE CA	Single Family	\$25.25
693	203-20	8533006032	1810 CINCO ROBLES DR	DUARTE CA	Single Family	\$25.25
694	203-20	8533006044	1826 CINCO ROBLES DR	DUARTE CA	Single Family	\$25.25
695	203-20	8533006045	1830 CINCO ROBLES DR	DUARTE CA	Two Units	\$101.00
696	203-20	8533006046	1836 CINCO ROBLES DR	DUARTE CA	Single Family	\$50.50
697	203-20	8533006047	1846 CINCO ROBLES DR	DUARTE CA	Two Units	\$101.00
698	203-20	8533006048	1848 CINCO ROBLES DR	DUARTE CA	Single Family	\$50.50
699	203-20	8533006049		DUARTE CA	Parking Lots (Commercial)	\$25.25
700	203-20	8533006050	1902 CINCO ROBLES DR	DUARTE CA	Parking Lots (Commercial)	\$25.25
701	203-20	8533006051	1914 CINCO ROBLES DR	DUARTE CA	Parking Lots (Commercial)	\$25.25
702	203-20	8533006052	1920 CINCO ROBLES DR	DUARTE CA	Parking Lots (Commercial)	\$25.25
703	203-20	8533006053	1942 CINCO ROBLES DR	DUARTE CA	Parking Lots (Commercial)	\$25.25
704	203-20	8533006054		DUARTE CA	Single Family	\$25.25
705	203-20	8533006055	1954 CINCO ROBLES DR	DUARTE CA	Single Family	\$25.25
706	203-20	8533006056	1956 CINCO ROBLES DR	DUARTE CA	Single Family	\$25.25
707	203-20	8533006057	1962 CINCO ROBLES DR	DUARTE CA	Parking Lots (Commercial)	\$25.25
708	204-20	8763026909		DIAMOND BAR CA	Single Family	\$25.25
709	204-20	8763026911		DIAMOND BAR CA	Government Parcel	\$252.50
710	204-20	8763026912		DIAMOND BAR CA	Government Parcel	\$252.50
711	205-20	5847024024	2310 WINROCK AVE	ALTADENA CA	Single Family	\$50.50
712	205-20	5847024037	2311 WINROCK AVE	ALTADENA CA	Single Family	\$50.50
713	206-20	8382013055		SAN DIMAS CA	Single Family	\$25.25
714	206-20	8382013061	125 PUDDINGSTONE DR	SAN DIMAS CA	Single Family	\$0.00
715	206-20	8382013062	121 PUDDINGSTONE DR	SAN DIMAS CA	Single Family	\$0.00
716	206-20	8382013064	125 PUDDINGSTONE DR	SAN DIMAS CA	Single Family	\$50.50
717	206-20	8382013065	121 PUDDINGSTONE DR	SAN DIMAS CA	Single Family	\$0.00
718	206-20	8382013066	121 PUDDINGSTONE DR	SAN DIMAS CA	Single Family	\$50.50
719	201-21	5223002007	4671 WORTH ST	LOS ANGELES CA	3-story warehouse and office building	\$252.50

# **ENCLOSURE B**

CARSON, CALING	CITO OF CARSON 21919 SOUTH AVALON BOULEVARD CARSON, CALIFORNIA 90745	COUNTY ENGINEER Ounder		
	MEMORANDUM OF TRANSI	GJFCWJRTR		
Date:	September 8, 1975			
To: •	Dept. of County Engineer 108 W. Second St. Los Angeles, CA 90012			

Attn: Sanitation Division, Room 1024

Document:

1016 570 Three (3) certified copies of Resolution No. 75-154 entitled, "A Resolution of the City Council of the City of Carson Giving Consent and Jurisdiction to the County of Los Angeles for the Inclusion of Parcels 124-75 Through 129-75 Within the City of Carson Consolidated Sewer Maintenance District."

by . Deputy City

Poster AK

## RESOLUTION NO. 75-173

## A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON GIVING CONSENT AND GRANTING JURIS-DICTION TO THE COUNTY OF LOS ANGELES FOR THE INCLUSION OF PARCEL 132-75 WITHIN THE CONSOLI-DATED SEWER MAINTENANCE DISTRICT

WHEREAS, portions of the City of Carson are already included within the Consolidated Sewer Maintenance District; and

WHEREAS, additional sewers have been constructed within the city; and

WHEREAS, the City does not have the forces nor equipment necessary to maintain sanitary sewers; and

WHEREAS, it appears in the public interest and convenience that those portions of the City of Carson having sewer service be included within the Consolidated Sewer Maintenance District.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Carson as follows:

Section 1. That the public interest and convenience require the inclusion of Parcel 132-75 within the Consolidated Sewer Maintenance District, formed for the purpose of maintaining local and lateral sanitary sewers pursuant to Chapter 4, Part 3, Division 5 of the Health and Safety Code, as amended, of the State of California, said parcel to be described and shown in description and map on file in the Los Angeles County Engineer's Office.

Section 2. That pursuant to the authority vested in it by Section 4895 of said Health and Safety Code, the City Council, being the legislative body of the City of Carson, hereby consents to the inclusion of said Parcel 372–75 within the Consolidated Sewer Maintenance District, and grants jurisdiction to the Board of Supervisors of the County of Los Angeles for all proceedings necessary thereto for the purpose of consummating the same.

Section 3. The City Clerk shall certify to the adoption of this resolution and shall deliver three certified copies thereof to the Sanitation Division, Los Angeles County Engineer.

1975.

PASSED, APPROVED and ADOPTED this <u>6th</u> day of <u>October</u>

blarlin

ATTEST:

I hereby certify that the foregoing document is full, true and correct

copy of Resolution No. 75-173

on file in the office of the City Clerk of the City of Carson, California.

HELEN S. KAWAGOE City Clerk

Res. No. 75-173/Page 2

12

# STATE OF CALIFORNIA COUNTY OF LOS ANGELES CITY OF CARSON

I, Helen S. Kawagoe, City Clerk of the City of Carson, California, do hereby certify that the whole number of members of the City Council of said City is five; that the foregoing resolution, being Resolution No. 75-173, was duly and regularly adopted by the City Council of said City at a regular meeting of said Council, duly and regularly held on the 6th day of October, 1975 , and that the same was so passed and adopted by the following vote:

TYTATO.

MELSE

12

ss.

AYES: NOES: ABSENT:

COUNCILMEN: COUNCILMEN: COUNCILMEN: None

)

)

)

Calas, Marbut, Smith, Yamamoto & Bridgers None

California of Cars

COUNTY ENGINEER REPLY\_ACTN\_INFO\_ REFD TO Oct 8 12 54 PH '75 REPT\_PREPREPLY\_ HTB\_\_\_JTR\_\_\_IHA

GJF\_\_\_\_CWJ\_\_\_RTR\_\_\_\_

# **RESOLUTION NO. 07-143**

I hereby certify that this document is a full, true, and correct copy of the document on file in this office. Alm Schewarm City Clerk, City of Carson, CA Selanz Deputy ember 12

# A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, GRANTING CONTINUOUS CONSENT AND JURISDICTION TO THE COUNTY OF LOS ANGELES FOR THE INCLUSION OF PORTIONS OF THE CITY OF CARSON WITHIN THE COUNTY SEWER MAINTENANCE DISTRICT

**WHEREAS**, portions of the city of Carson are already included in the county Sewer Maintenance District; and

WHEREAS, additional sewers have been or are scheduled to be constructed within the city; and

WHEREAS, currently the city does not have the forces nor the equipment necessary to maintain sanitary sewers; and

WHEREAS, it is in the public interest and convenience that all areas served by sanitary sewers in the city of Carson be included in the county Sewer Maintenance District.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CARSON DOES HEREBY RESOLVE AS FOLLOWS:

- **SECTION 1**. That the public interest and convenience require all territory served by sanitary sewers within the boundaries of the city of Carson to be included in a county Sewer Maintenance District formed for the purpose of maintaining local sanitary sewers pursuant to Chapter 4, Part 3, Division 5 of the Health and Safety Code, as amended, of the state of California.
- **SECTION 2.** That pursuant to the authority vested in it by Section 4895 of said Health and Safety Code, or Section 5837 of said Streets and Highways Code, the City Council, being the legislative body of the city of Carson, hereby consents to the inclusion of any of said territory within a county Sewer Maintenance District as soon as said city territory is served by sewers, or is assured of having sewer service in the near future, and to the exercise of exclusive jurisdiction by the Board of Supervisors of said County of Los Angeles over all proceedings necessary thereto for the purpose of consummating the same pursuant to applicable laws.
- **SECTION 3**. That said consent and jurisdiction granted to the Board of Supervisors as set forth in Section 2 of this Resolution shall not be

Resolution No. 07-143 Page 2

construed to request, require or permit the immediate inclusion of all territory within the city of Carson in a county Sewer Maintenance District, but only to request or permit immediate inclusion of areas that are now served by sewers, or that are assured of having sewer service in the near future. Additional areas may be included in the Sewer Maintenance District as sewer service is extended to such areas by annexation proceedings from time to time without securing further consent and grant of jurisdiction from this City Council.

- **SECTION 4**. That the City Engineer is hereby authorized and directed, on behalf of the City Council, to request that additional areas in the city are annexed to a county Sewer Maintenance District as service is extended to such areas.
- **SECTION 5**. That the City Clerk shall certify to the adoption of this Resolution, and shall forward three certified copies thereof to the Clerk of the Board of Supervisors of the County of Los Angeles.

PASSED, APPROVED and ADOPTED this 20th day of November , 2007 .

MAYOR JIM DEAR

ATTEST:

APPROVED AS TO FORM:

STATE OF CALIFORNIA)COUNTY OF LOS ANGELES)CITY OF CARSON)

I, Helen S. Kawagoe, City Clerk of the City of Carson, California, do hereby certify that the whole number of members of the City Council is five; that the foregoing resolution, being Resolution No. 07-143 was duly and regularly adopted by said Council at a regular meeting duly and regularly held on the 20th day of November 2007, and that the same was passed and adopted by the following vote:

AYES:	COUNCIL MEMBERS:	Mayor Dear, Santarina, Williams, Gipson and Davis-Holmes
NOES:	COUNCIL MEMBERS:	None
ABSTAIN:	COUNCIL MEMBERS:	None
ABSENT:	COUNCIL MEMBERS:	None

City Clerk Helen S. Kawagoe

FILE CITY OF DIAMONS BAR

**RESOLUTION NO. 89-32** 

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DIAMOND BAR GRANTING CONSENT AND JURISDICTION TO THE COUNTY OF LOS ANGELES FOR THE INCLUSION OF THE ENTIRETY OF THE CITY OF DIAMOND BAR WITHIN A COUNTY SEWER MAINTENANCE DISTRICT

WHEREAS, portions of the City of Diamond Bar are already included in a County sewer maintenance district; and

WHEREAS, additional sewers have been or are scheduled to be constructed within the City; and

WHEREAS, the City does not have the forces nor equipment necessary to maintain sanitary sewers; and

WHEREAS, it appears in the public interest and convenience that the entire City of Diamond Bar be included in a County sewer maintenance district.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Diamond Bar as follows:

SECTION 1. That the public interest and convenience require the inclusion of all territory within the boundaries of the City of Diamond Bar are in a County sewer maintenance district formed for the purpose of maintaining local sanitary sewers pursuant to Chapter 4, Part 3, Division 5 of the health and Safety Code, as amended, or Chapter 26, Part 3, Division 7 of the Streets and Highways Code, as amended, of the State of California.

SECTION 2. That pursuant to the authority vested in it by Section 4895 of said Health and Safety Code, or Section 5837 of said Street and Highway Code, the City Council being the legislative body of the City of Diamond Bar hereby consents to the inclusion of any of said territory within a County sewer maintenance district as soon as said City territory is serviced by sewers, or is assured of having sewer service in the near future, and to the exercise of exclusive jurisdiction by the Board of Supervisors of said County of Los Angeles over all proceedings necessary thereto for the purpose of consummating the same pursuant to applicable laws. SECTION 3. That said consent and jurisdiction granted to the Board of Supervisors as set forth in Section 2 of this Resolution shall not be construed to request or require the immediate inclusion of areas that are now served by sewers, or that are assured of having sewers in the near future. Additional served areas may be included in a sewer maintenance district by annexing proceeding from time to time without securing further consent and grant of jurisdiction from this Council.

SECTION 4. The City Clerk shall certify to the adoption of this resolution and shall deliver three certified copies thereof to the Clerk of the Board of Supervisors of the County of Los Angeles

APPROVED AND ADOPTED this 2nd day of May, 1989.

Phillis E. Paper

ATTEST ity Clerk

I hereby certify that the foregoing Resolution was duly adopted by the City Council of the City of Diamond Bar at a regular meeting thereof held on the 2nd day of May, 1989, by the following vote of the CounciL:

AYES: Councilmen:

Werner, Miller, Forbing Mayor Pro-Tem Horcher and Mayor Papen

NOES: Councilmen: None ABSENT: Councilmen: None

## RESOLUTION NO. 89-32A

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DIAMOND BAR AMENDING RESOLUTION NO. 89-32 GRANTING CONSENT AND JURISDICTION TO THE COUNTY OF LOS ANGELES FOR THE INCLUSION OF THE ENTIRETY OF THE CITY OF DIAMOND BAR WITHIN A COUNTY SEWER MAINTENANCE DISTRICT

A. <u>Recitals</u>.

(i) The City Council of the City of Diamond Bar duly adopted Resolution No. 89-32 on May 2, 1989.

(ii) Section 3 of said Resolution must be amended to conform to standards required by the County of Los Angeles.

(iii) All legal prerequisites to the adoption of this Resolution have occurred.

B. <u>Resolution</u>.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Diamond Bar as follows:

Section 1. Section 3 of Resolution No. 89-32 is hereby amended to read, in words and figures, as follows:

"<u>SECTION 3.</u> That said consent and jurisdiction granted to the Board of Supervisors as set forth in Section 2 of this Resolution shall not be construed to request, require or permit the immediate inclusion of all territory within the City of Diamond Bar in a County sewer maintenance district, but only to request or permit the immediate inclusion of areas that are now served by sewers, or that are assured of having sewer service in the near future. Additional served areas may be included in a sewer maintenance district by annexation proceedings from time to time without securing further consent and grant of jurisdiction from this Council." Section 2. The City Clerk shall certify to the adoption of this Resolution and shall deliver three (3) certified copies thereof to the Clerk of the Board of Supervisors of the County of Los Angeles.

1. 8 .

Mayor Pro Tem

I, LYNDA BURGESS, City Clerk of the City of Diamond Bar do hereby certify that the foregoing Resolution was passed, adopted and approved at a regular meeting of the City Council of the City of Diamond Bar held on the <u>16th</u> day of <u>January</u>, 1990, by the following vote:

AYES:	COUNCIL MEMBERS:	Forbing, Miller and
NOES:	COUNCIL MEMBERS:	Mayor Pro Tem Horcher None
ABSENT:	COUNCIL MEMBERS:	Werner and Mayor Papen
ABSTAINED:	COUNCIL MEMBERS:	None

ATTEST:

r: <u>Anda Burges</u> City Clerk of the City

City Clerk of the City of Diamond Bar

-2-

## TRUE AND CORRECT COPY

State of California ) County of Los Angeles ) ss. City of Diamond Bar )

I, LYNDA BURGESS, City Clerk of the City of Diamond Bar, California, DO HEREBY CERTIFY, under penalty of perjury, that the attached is a true and correct copy of Resolution No. 89-32A of which the original document is one file in the office of the City Clerk.

Executed at Diamond Bar, California this 18th day of

January, 1990.

1. - . . . .

nda Burgess

LYNDA BURGESS City Clerk

# RESOLUTION NUMBER <u>57-52</u> A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUARTE GRANTING CONSENT AND JURISDICTION TO THE COUNTY OF LOS ANGELES FOR THE INCLUSION OF THE ENTIRETY OF THE CITY OF DUARTE WITHIN A COUNTY SEWER MAINTENANCE DISTRICT

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WHEREAS, portions of the City of Duarte -----are already included in a County sewer maintenance district; and WHEREAS, additional sewers have been or are scheduled to be constructed within the City; and

WHEREAS, the City does not have the forces nor equipment necessary to maintain sanitary sewers; and

WHEREAS, it appears in the public interest and convenience that the entire City of Duarte .... be included in a County sewer maintenance district.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Duarte ..... as follows:

Section 1. That the public interest and conveience require the inclusion of all territory within the boundaries of the City of Duarte - . . . . - in a County sewer maintenance district formed for the purpose of maintaining local and lateral sanitary sewers pursuant to Chapter 4, Part 3, Division 5 of the Health and Safety Code, as amended, or Chapter 26, Part 3, Division 7 of the Streets and Highways Code, as amended, of the State of California.

Section 2. That pursuant to the authority vested in it by Section 4895 of said Health and Safety Code, or Section 5837 of said Streets and Highways Code, the City Council, being the legislative body of the City of Duarte ....., hereby consents to the inclusion of all of said City territory within a County sewer maintenance district, and to the exercise of exclusive jurisdiction by the Board of Supervisors of said County of Los Angeles over all proceedings necessary thereto for the purpose of consummating the same. Section 3. That said consent and jurisdiction granted to the Board of Supervisors as set forth in Section 2 of this Resolution shall not be construed to request or require the immediate inclusion of all territory within the City of Duarte .....in a County sewer maintenance district, but only to request the immediate inclusion of areas that are now served by sewers, or that are assured of having sewers in the near future. Additional served areas may be included in a sewer maintenance district by annexation prodeedings from time to time without securing further consent and grant of jurisdiction from this Council.

Section 4. The City Clerk shall certify to the adoption of this resolution and shall deliver three certified copies thereof to the Clerk of the Board of Supervisors of the County of Los Angeles.

APPROVED AND ADOPTED this 28th day of October , 1957.

S/ Walter C. Hendrix Mayor

I hereby certify that the foregoing Resolution was duly adopted by the City Council of the City of Duarte ....at a regular meeting thereof held on the <u>28th</u> day of <u>October</u>, 1957, by the following vote of the Council:

1381 8 I VON

Ayes: Councilmen: Kehler, Lindfors, Hacker, Abouchar

		Hendrix
Noes:	Councilmen:	None
Absent:	Councilmen:	None
		Robert L. Wilson

City Clerk

ELliott 8-5190

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## **RESOLUTION NO. 1338**

JUL 0 3 1986

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY GRANTING CONSENSEME Maintenance AND JURISDICTION TO THE COUNTY OF LOS ANGELES FOR THE INCLUSION OF THE ENTIRETY OF THE CITY OF INDUSTRY WITHIN A COUNTY SEWER MAINTENANCE DISTRICT

WHEREAS, portions of the City of Industry are already included in a County sewer maintenance district; and

WHEREAS, additional sewers have been or are scheduled to be constructed within the City; and

WHEREAS, the City does not have the forces nor equipment necessary to maintain sanitary sewers; and

WHEREAS, it appears in the public interest and convenience that the entire City of Industry be included in a County sewer maintenance district.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Industry as follows:

Section 1. That the public interest and convenience require the inclusion of all territory within the boundaries of the City of Industry in a County sewer maintenance district formed for the purpose of maintaining local and lateral sanitary sewers pursuant to Chapter 4, Part 3, Division 5 of the Health and Safety Code, as amended, or Chapter 26, Part 3, Division 7 of the Streets and Highways Code, as amended, of the State of California.

Section 2. That pursuant to the authority vested in it by Section 4895 of said Health and Safety Code, or Section 5837 of said Streets and Highways Code, the City Council, being the legislative body of the City of Industry, hereby consents to the inclusion of all of said City territory within a County sewer maintenance district, and to the exercise of exclusive jurisdiction by the Board of Supervisors of said County of Los Angeles over all proceedings necessary thereto for the purpose of consummating the same.

Section 3. That said consent and jurisdiction granted to the Board of Supervisors as set forth in Section 2 of this Resolution shall not be construed to request or require the immediate inclusion of all territory within the City of Industry in a County sewer maintenance district, but only to request the immediate inclusion of areas that are now served by sewers, or that are assured of having sewers in the near future. Additional served areas may be included in a sewer maintenance district by annexation proceedings from time to time without securing further consent and grant of jurisdiction from this Council. Section 4. The City Clerk shall certify to the adoption of this resolution and shall deliver three certified copies thereof to the Clerk of the Board of Supervisors of the County of Los Angeles.

PASSED, APPROVED AND ADOPTED this 26th day of June, 1986.

John Ferrer

949

ATTEST:

Rulia J. Junter

I hereby certify that the above and foregoing document is a true and correct copy of the original record on file in this office.

Date: JULY 2, 1986 Philip J. Ininte

City Clerk

The la 3 27 PM 175 REPT\_ -PREPREPLY HTB\_\_\_JTR\_ GJF\_\_\_\_CWJ\_\_\_\_RTR.

ancho Palos Vondos

August 11, 1975

Mr. James S. Mize Clerk of the Board of Supervisors Room 383 Hall of Administration 500 W. Temple Street Los Angeles, California 90012

Dear Mr. Mize:

Mayor

MARILYN RYAN

KEN DYDA

Councilmen

Mayor Pro Tempore

GUNTHER W. BUERK FRANCIS D. RUTH ROBERT E. RYAN City Manager

LEONARD G. WOOD

At its regular meeting of August 5, 1975, the City Council of the City of Rancho Palos Verdes adopted a resolution granting consent and jurisdiction to the County of Los Angeles for the inclusion of certain territory of the City of Rancho Palos Verdes within a county sewer maintenance district.

Three certified copies of the resolution are enclosed.

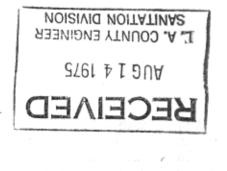
Sincerely,

Leonard G. Wood . City Clerk

By Donna T. Deputv Krebs,

Enc.

10.61 S ANGELES 0.785 1958415085 AUG 12 1 JI LW .12 LIFED



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COUNTY OF SUPERVISED BOARD OF SUPERVISED AUG 12 1 11 PM '75

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#### RESOLUTION NO. 75-54

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO PALOS VERDES GRANTING CONSENT AND JURISDICTION TO THE COUNTY OF LOS ANGELES FOR THE INCLUSION OF CERTAIN TERRITORY OF THE CITY OF RANCHO PALOS VERDES WITHIN A COUNTY SEWER MAINTENANCE DISTRICT

THE CITY COUNCIL OF THE CITY OF RANCHO PALOS VERDES DOES RESOLVE AS FOLLOWS:

WHEREAS, the City of Rancho Palos Verdes does not have the forces nor equipment necessary to maintain sanitary sewers; and

WHEREAS, sanitary sewers have been or are scheduled to be constructed within the City; and

WHEREAS, it appears in the public interest and convenience that certain territory of the City of Rancho Palos Verdes be included within a County sewer maintenance district.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Rancho Palos Verdes as follows:

Section 1. That the public interest and convenience require the inclusion of certain territory within the boundaries of the City of Rancho Palos Verdes within a County sewer maintenance district formed for the purpose of maintaining local and lateral sanitary sewers pursuant to Chapter 4, Part 3, Division 5 of the Health and Safety Code, as amended, or Chapter 26, Part 3, Division 7 of the Streets and Highways Code, as amended, of the State of California.

Section 2. That pursuant to the authority vested in it by Section 4895 of said Health and Safety Code, or Section 5837 of said Streets and Highways Code, the City Council, being the legislative body of the City of Rancho Palos Verdes, hereby consents to the inclusion of Parcel 109-73 within a County sewer maintenance district, and to the exercise of exclusive jurisdiction by the Board of Supervisors of said County of Los Angeles over all proceedings necessary thereto for the purpose of consummating the same.

Section 3. The City Clerk shall certify to the adoption of this resolution and shall deliver three certified copies thereof to the Clerk of the Board of Supervisors of the County of Los Angeles.

PASSED, APPROVED AND ADOPTED this <u>5th</u> day of <u>August</u>, 1975.

I hereby certify that the foregoing document is full, true and correct

copy of the /S/ MARILYN RYAN Mayor

on file in the office of the City Clerk of the City of Rancho Palos Verdes, California

City Clerk By Down Ptr Deputy

ATTEST:

/S/ DONNA T. KREBS, DEPUTY City Clerk



RANCHO PALOS VERDES

July 13, 1988

Enclosed is a certified copy of Resol. 88-40 From the City of Rancho Palos Verdes.

> Sara Ferdman Deputy City Clerk

RECEIVED

JUL 20 1988

ATT-1

Sewer Maintenance

one time resolution

30940 HAWTHORNE BOULEVARD/RANCHO PALOS VERDES, CA 90274/(213) 377+0360

## RESOLUTION NO. 88-40

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO PALOS VERDES GRANTING CONSENT AND JURISDICTION TO THE COUNTY OF LOS ANGELES FOR THE INCLUSION OF CERTAIN TERRITORY OF THE CITY OF RANCHO PALOS VERDES WITHIN THE CONSOLIDATED SEWER MAINTENANCE DISTRICT

WHEREAS, a certain area within the City of Rancho Palos Verdes shown on Exhibit "A" requires an outlet to dispose of sewages generated within its boundaries; and

WHEREAS, the Los Angeles County Consolidated Sewer Maintenance District administers, operates and maintains a sewage system for the conveyance of sewage generated within its territorial boundaries; and

WHEREAS, the Los Angeles County Consolidated Sewer Maintenance District's sewage system is of a size and capacity to serve the needs of its own as the sewage generated within the boundaries of the area within the City of Rancho Palos Verdes shown on Exhibit "A"; and

WHEREAS, it appears in the public interest and convenience that certain territory of the City of Rancho Palos Verdes as shown on Exhibit "A" be included within the County of Los Angeles Consolidated Sewer Maintenance District.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Rancho Palos Verdes as follows:

Section 1. That the public interest and convenience require the inclusion of certain territory within the boundaries of the City of Rancho Palos Verdes as shown on Exhibit "A" within the Consolidated Sewer Maintenance District formed for the purpose of maintaining public sanitary sewers pursuant to Chapter 4, Part 3, Division 5 of the Health and Safety Code, as amended, or Chapter 26, Part 3, Division 7 of the Streets and Highways Code, as amended, of the State of California.

Section 2. That pursuant to the authority vested in it by Section 4895 of said Health and Safety Code, or Section 5837 of said Streets and Highway Code, the City Council, being the legislative body of the City of Rancho Palos Verdes hereby consents to the inclusion of said City territory as shown on Exhibit "A" within the Consolidated Sewer Maintenance District and to the exercise of exclusive jurisdiction by the Board of Supervisors of said County of Los Angeles over all proceedings necessary thereto for the purpose of consummating the same. Section 3. The City Clerk shall certify to the adoption of this resolution and shall deliver three certified copies thereof to the clerk of the Board of Supervisors of the County of Los Angeles.

PASSED, APPROVED, and ADOPTED ON July 5, 1988

/S/ ROBERT E. RYAN Mayor

ATTEST:

/S/ JO PURCELL City Clerk

State of California ) County of Los Angeles ) ss City of Rancho Palos Verdes )

I, JO PURCELL, City Clerk of the City of Rancho Palos Verdes, hereby certify that the above Resolution No. 88-40 was duly and regularly passed and adopted by the said City Council at a regular meeting thereof held on July 5, 1/988.

dity of Rancho Palos City Clerk, Verdes

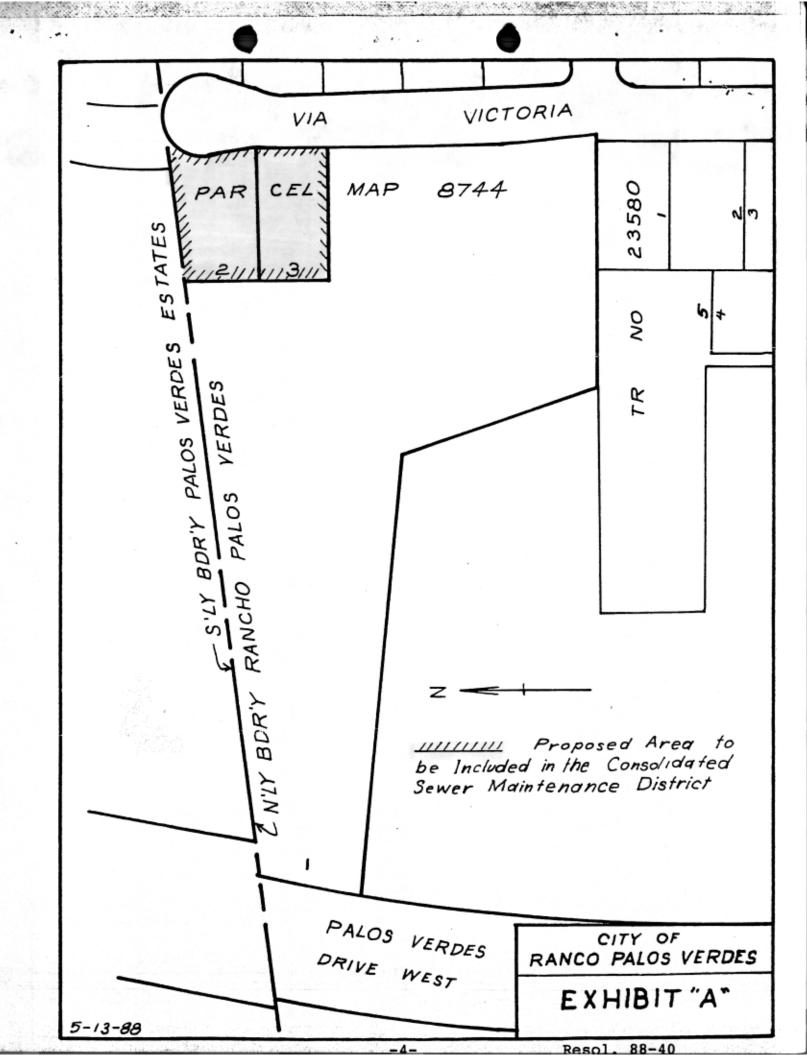
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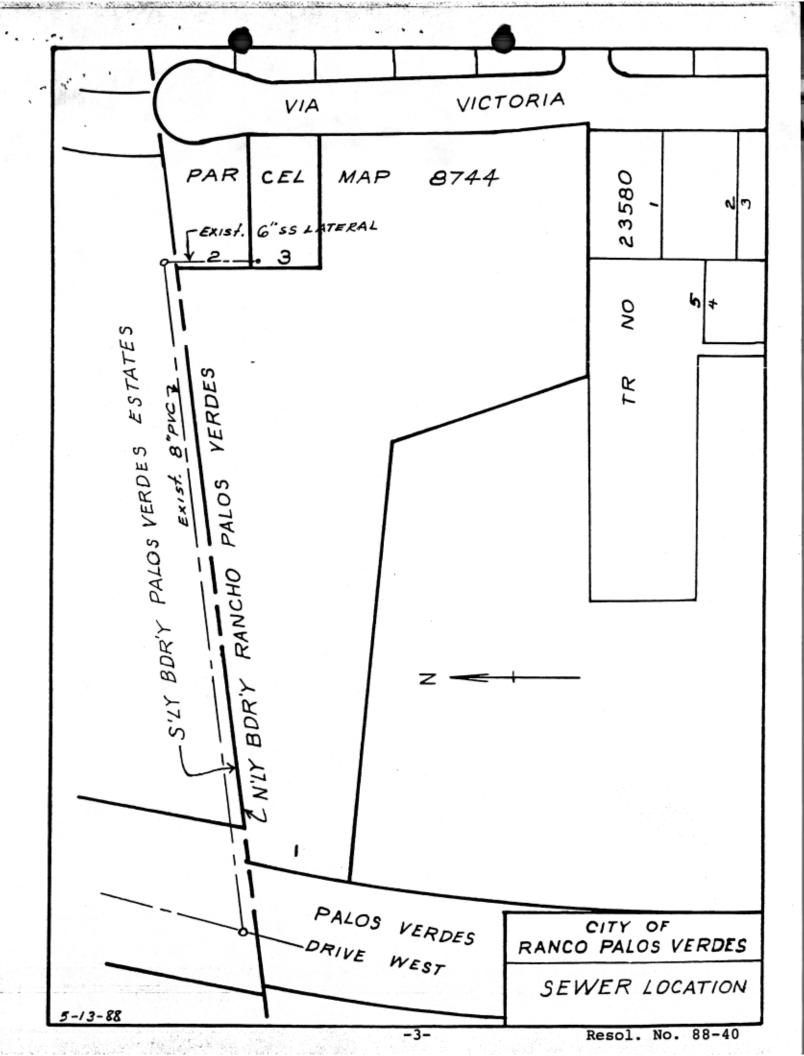
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## **RESOLUTION NO. 95-33**

File:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO PALOS VERDES, CALIFORNIA, GRANTING CONTINUOUS CONSENT AND JURISDICTION TO THE COUNTY OF LOS ANGELES FOR THE INCLUSION OF PORTIONS OF THE CITY OF RANCHO PALOS VERDES WITHIN A COUNTY SEWER MAINTENANCE DISTRICT

WHEREAS, portions of the City of Rancho Palos Verdes are already included in a County sewer maintenance district; and

WHEREAS, additional sewers have been or are scheduled to be constructed within the City; and

WHEREAS, currently the City does not have the forces nor the equipment necessary to maintain sanitary sewers; and

WHEREAS, it is in the public interest and convenience that all areas served by sanitary sewers in the City of Rancho Palos Verdes be included in a County sewer maintenance district.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Rancho Palos Verdes as follows:

SECTION 1. That the public interest and convenience require all territory served by sanitary sewers within the boundaries of the City of Rancho Palos Verdes to be included in a County sewer maintenance district formed for the purpose of maintaining local sanitary sewers pursuant to Chapter 4, Part 3, Division 5 of the Health and Safety Code, as amended, or Chapter 26, Part 3, Division 7 of the Streets and Highways Code, as amended, of the State of California.

SECTION 2. That pursuant to the authority vested to it by Section 4895 of said Health and Safety, or Section 5837 of legislative body of the City of Rancho Palos Verdes, hereby consents to the inclusion of any City territory within a County sewer maintenance district as soon as said City territory is serviced by sewers, and to the exercise of exclusive jurisdiction by the Board of Supervisors of said County of Los Angeles over all proceedings necessary thereto for the purpose of consummating the same pursuant to applicable laws.

SECTION 3. That said consent and jurisdiction granted to the Board of Supervisors as set forth in Section 2 of this Resolution shall not be construed to request, require or permit the immediate inclusion of all territory within the City of Rancho Palos Verdes in a County sewer maintenance district, but only to request or permit the immediate inclusion of areas that are now served by sewers. Additional areas may be included in a sewer maintenance district as sewer service is extended to such areas by annexation proceedings from time to time without securing further consent and grant of jurisdiction from this Council. SECTION 4. That the Director of Public Works is hereby authorized and directed, on behalf of the City Council, to request that additional areas in the City be annexed to a County sewer maintenance district as service is extended to such areas.

<u>SECTION 5</u>. That the City Clerk shall certify the adoption of this Resolution, and shall deliver three (3) certified copies thereof to the Clerk of the Board of Supervisors of the County of Los Angeles.

PASSED, APPROVED AND ADOPTED this 18th day of April, 1995.

/S/ LEE B. BYRD Mayor

Attest:

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/S/ JO PURCELL City Clerk

State of California ) County of Los Angeles )ss City of Rancho Palos Verdes )

I, JO PURCELL, City Clerk of the City of Rancho Palos Verdes, hereby certify that the above Resolution No. 95-33 was duly and regularly passed and adopted by the said City Council at a regular meeting thereof held on April 18, 1995.

Deputy City Clerk

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900 S. FREMONT AVE. MAILROOM DEPT. OF PUBLIC WORKS DEPT. OF PUBLIC WORKS

Resol. 95-33

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#### **RESOLUTION NO. 470**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROLLING HILLS GRANTING CONSENT AND JURISDICTION TO THE COUNTY OF LOS ANGELES FOR THE INCLUSION OF CERTAIN TERRITORY OF THE CITY OF ROLLING HILLS WITHIN A COUNTY SEWER MAINTENANCE DISTRICT, TRACT 33871

WHEREAS, the City of Rolling Hills does not have the forces nor equipment necessary to maintain sanitary sewers; and

WHEREAS, sanitary sewers have been or are scheduled to be constructed within the City; and

WHEREAS, it appears in the public interest and convenience that certain territory of the City of Rolling Hills be included within a County sewer maintenance district;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Rolling Hills as follows:

Section 1. That the public interest and convenience require the inclusion of certain territory within the boundaries of the City of Rolling Hills within a County sewer maintenance district formed for the purpose of maintaining local and lateral sanitary sewers pursuant to Chapter 4, Part 3, Division 5 of the Health and Safety Code, as amended, or Chapter 26, Part 3, Division 7 of the Streets and Highways Code, as amended, of the State of California.

Section 2. That pursuant to the authority vested in it by Section 4895 of said Health and Safety Code, or Section 5837 of said Streets and Highway Code, the City Council, being the legislative body of the City of Rolling Hills, hereby consents to the inclusion of any of said City territory within a County sewer maintenance district as soon as said City territory is benefited by sewers, or is assured of having sewer benefits in the near future, and to the exercise of exclusive jurisdiction by the Board of Supervisors of said County of Los Angeles over all proceedings necessary thereto for the purpose of consummating the same.

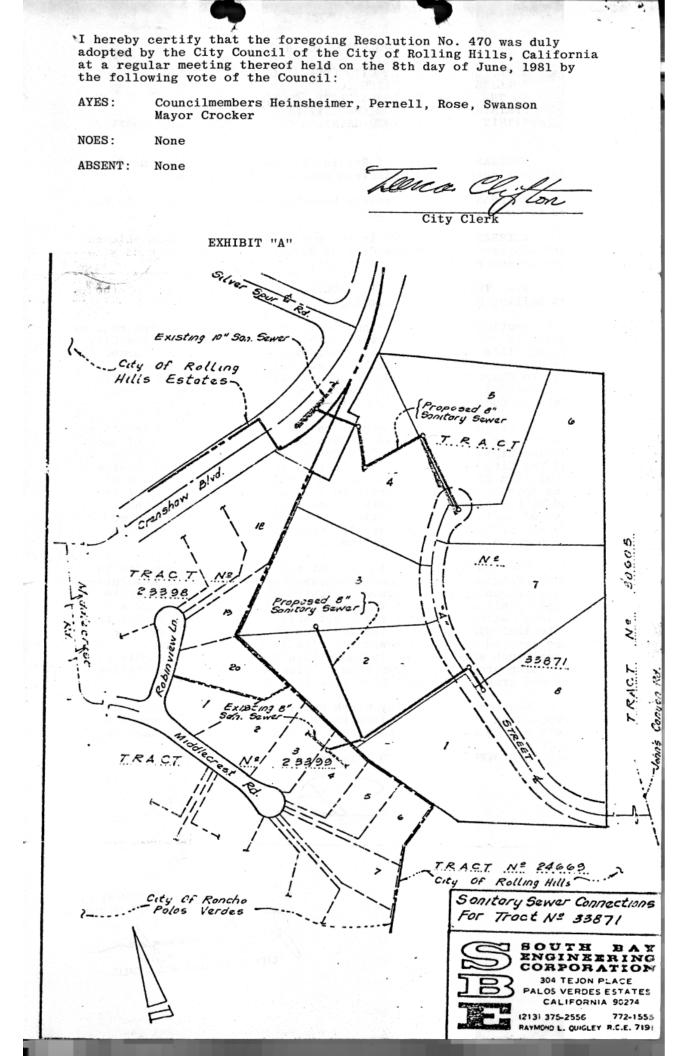
Section 3. That said consent and jurisdiction granted to the Board of Supervisors as set forth in Section 2 of this Resolution shall not be construed to request, require or permit the immediate inclusion of all territory within the City of Rolling Hills in a County sewer maintenance district, but only to request or permit the immediate inclusion of areas that are now benefited by sewers, or that are assured of having sewer benefits in the near future. Additional such areas may be included in a sewer maintenance district by annexation proceedings from time to time without securing further consent and grant of jurisdiction from this Council.

Section 4. The City Clerk shall certify to the adoption of this resolution and shall deliver three certified copies thereof to the Clerk of the Board of Supervisors of the County of Los Angeles.

APPROVED AND ADOPTED this 8th day of June, 1981.

I HEREBY CERTIFY THIS DOCUMENT TO BE A TRUE AND CORRECT COPY OF THE ORIGINAL

ine Cunner CITY CLERK OF OHE CITY OF ROLLING HILLS, CALIF.



### RESOLUTION NO. 38

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A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROLLING HILLS ESTATES GRANTING CONSENT AND JURISDICTION TO THE COUNTY OF LOS ANGELES FOR THE INCLUSION OF LOS ANGELES TRACT NO. 21758 WITHIN THE CITY OF ROLLING HILLS ESTATES WITHIN A COUNTY SEWER MAINTENANCE DISTRICT.

15-58

WHEREAS, portions of the City of Rolling Hills Estates
 are already included in a County sewer maintenance district; and
 WHEREAS, additional sewers have been or are scheduled
 WHEREAS, additional sewers have been or are scheduled

to be constructed within the City; and

WHEREAS, the City does not have the forces nor equipment
 necessary to maintain sanitary sewers; and

WHEREAS, it appears in the public interest and con venience that portions of the City of Rolling Hills Estates be in cluded in a County sewer maintenance district,

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Rolling Hills Estates as follows:

SECTION 1:

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That the public interest and convenience require the inclusion of some territory within the boundaries of the City of Rolling Hills Estates in a County sewer maintenance district formed for the purpose of maintaining local and lateral sanitary sewers pursuant to Chapter 4, Part 3, Division 5 of the Health and Safety Code, as amended, or Chapter 26, Part 3, Division 7 of the Streets and Highways Code, as amended, of the State of California.

SECTION 2:

That pursuant to the authority vested in it by
 Section 4895 of said Health and Safety Code, or Section 5837 of
 said Streets and Highways Code, the City Council, being the legis-

lative body of the City of Rolling Hills Estates, hereby consents
 to the inclusion of some of said City territory within a County
 sewer maintenance district, and to the exercise of exclusive juris diction by the Board of Supervisors of the County of Los Angeles
 over all proceedings necessary thereto for the purpose of consummating
 the same.

## SECTION 3:

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TTEST:

That said consent and jurisdiction granted to the Board 9 of Supervisors as set forth in Section 2 of this Resolution shall 10 not be construed to request or require the immediate inclusion of 11 all territory within the City of Rolling Hills Estates in a County 12 13 sewer maintenance district, but only to request the immediate in-14 clusion of Los Angeles Tract 21758. Additional served areas may be 15 included in a sewer maintenance district by annexation proceedings 16 from time to time without securing further consent and grant of 17 jurisdiction from this Council. 18

19 SECTION 4:

The City Clerk shall certify to the adoption of this
 tesolution and shall deliver three certified copies thereof to the
 Clerk of the Board of Supervisors of the County of Los Angeles.
 APPROVED AND ADOPTED THIS 6th day of January, 1958.

Harch & Hopkini

30 31 ITY 32

I hereby certify that the foregoing Resolution was duly

2.

adopted by the City Council of the City of Rolling Hills Estates at a regular meeting thereof held on the 6th day of January, 1958, by the following vote of the Council: AYES: COUNCILMEN: SLANEY, CHESHIRE, ANDERSON, CLIFTON, HOPKINS COUNCILMEN: NONE NOES: ABSENT: COUNCILMEN: MONE Y CLERK Clifton COUNTY OF LOS ANGELES 108 JAN 16 PH 3 40 Dan 15 9 47 PM 50 LIFED

#### RESOLUTION NUMBER 61-91

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A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN DIMAS

GRANTING CONSENT AND JURISDICTION TO THE COUNTY OF LOS ANGELES FOR THE INCLUSION OF CERTAIN TERRITORY OF THE CITY OF SAN DIMAS

WITHIN A COUNTY SEWER MAINTENANCE DISTRICT

WHEREAS, some territory within the City of SAN DIMAS is already included in a County sewer maintenance district; and

WHEREAS, additional sanitary sewers have been or are scheduled to be constructed within the City; and

WHEREAS, the City does not have the forces nor equipment necessary to maintain sanitary sewers; and

WHEREAS, it appears in the public interest and convenience that additional territory of the City of SAN DIMAS be included within a County sewer maintenance district.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of SAN DIMAS as follows:

Section 1. That the public interest and convenience require the inclusion of additional territory within the boundaries of the City of SAN DIMAS within a County sewer maintenance district formed for the purpose of maintaining local and lateral sanitary sewers pursuant to Chapter 4, Part 3, Division 5 of the Health and Safety Code, as amended, or Chapter 26, Part 3, Division 7 of the Streets and Highways Code, as amended, of the State of California.

Section 2. That pursuant to the authority vested in it by Section 4895 of said Health and Safety Code, or Section 5837 of said Streets and Highways Code, the City Council, being the legislative body of the City of SAN DIMAS , hereby consents to the inclusion of any of said City territory within a County sewer maintenance district as soon as said. City territory is served by sewers, or is assured of having sewer service in the near future, and to the exercise of exclusive jurisdiction by the Board of Supervisors of said County of Los Angeles over all proceedings necessary thereto for the purpose of consummating the same.

Section 3. That said consent and jurisdiction granted to the Board of Supervisors as set forth in Section 2 of this Resolution shall not be construed to request, require or permit the immediate inclusion of all territory within the City of SAN DIMAS in a County sewer maintenance district, but only to request or permit the immediate inclusion of areas that are now served by sewers, or that are assured of having sewer service in the near future. Additional served areas may be included in a sewer maintenance district by annexation proceedings from time to time without securing further consent and grant of jurisdiction from this Council.

Section 4. The City Clerk shall certify to the adoption of this resolution and shall deliver three certified copies thereof to the Clerk of the Board of Supervisors of the County of Los Angeles.

APPROVED AND ADOPTED this \_\_\_\_ day of \_\_\_\_, 19\_61-.

Ace Plumm

I hereby certify that the foregoing Resolution was duly adopted by the City Council of the City of <u>SAN DIMAS</u> at a regular meeting thereof held on the <u>Oth</u> day of <u>October</u>, 19\_61, by the following vote of the Council:

Councilmen: None

Ayes:

Councilmen: GLAUTHTER, HARBIN, ROUSE

WHIPPLE ROUSE

Noes:

Councilmen:\_\_\_None

Absent:

1.0

#### RESOLUTION NO. 89-16

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA CLARITA, CALIFORNIA GRANTING CONSENT AND JURISDICTION TO THE COUNTY OF LOS ANGELES AND FOR THE INCLUSION OF CERTAIN TERRITORY OF THE CITY OF SANTA CLARITA WITHIN A COUNTY SEWER MAINTENANCE DISTRICT.

WHEREAS, portions of the City of Santa Clarita are already included in a County sewer maintenance district; and

WHEREAS, additional sewers have been or are scheduled to be constructed within the City; and

WHEREAS, currently the City does not have the forces nor the equipment necessary to maintain sanitary sewers; and

WHEREAS, it appears in the public interest and convenience that all areas served by sanitary sewers in the City of Santa Clarita be included in a County sewer maintenance district.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Santa Clarita as follows:

SECTION 1. That the public interest and convenience require all territory served by sanitary sewers within the boundaries of the City of Santa Clarita be included in a County sewer maintenance district formed for the purpose of maintaining local sanitary sewers pursuant to Chapter 4, Part 3, Division 5 of the Health and Safety Code, as amended, or Chapter 26, Part 3, Division 7 of the Streets and Highways Code, as amended, of the State of California.

SECTION 2. That pursuant to the authority vested in it by Section 4895 of said Health and Safety Code, or Section 5837 of said streets and Highways Code, the City Council, being the legislative body of the City of Santa Clarita, hereby consents to the inclusion of any of said territory within a County sewer maintenance district as soon as said city territory is served by sewers, or is assured of having sewer service in the near future, and to the exercise of exclusive jurisdiction by the Board of Supervisors of said County of Los Angeles over all proceedings necessary thereto for the purpose of consummating the same pursuant to applicable laws.

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Resolution No. 89 5 Page 2

SECTION 3. That said consent and jurisdiction granted to the Board of Supervisors as set forth in Section 2 of this Resolution shall-not be construed to request, require or permit the immediate inclusion of all territory within the City of Santa Clarita in a County sewer maintenance district, but only to request or permit the immediate inclusion of areas that are now served by sewers, or that are assured of having sewer service in the near future. Additional served areas may be included in a sewer maintenance district by annexation proceedings from time to time without securing further consent and grant of jurisdiction from this Council.

SECTION 4. The City Clerk shall certify the adoption of this Resolution, and shall deliver three (3) certified copies thereof to the Clerk of the Board of Supervisors of the County of Los Angeles.

PASSED, APPROVED AND ADOPTED this <u>14th</u> day of February , 19 89 .

tanico H. Neidt

ATTEST

I HEREBY CERTIFY that the foregoing Resolution was duly adopted by the City Council of the City of Santa Clarita, at **a** regular meeting thereof, held on the <u>14th</u> day of <u>February</u>, 19 <u>89</u>, by the following vote of Council:

AYES: COUNCILMEMBERS Boyer, Darcy, Koontz, McKeon, Heidt

NOES: COUNCILMEMBERS None

ABSENT: COUNCILMEMBERS None

EXECUTIVE OFFICE OF THE BOARD OF SUPERVISORS COUNTY OF LOS ANGELES

Dan X

File -

LARRY J. MONTEILH, Executive Officer



File

810.15 BED OF

City of Santa Clarita

November 16, 1988

TO: Thomas A. Tidemanson Director of Public Norks

Larry J. Monteilh

Executive Officer

FROM:

SUBJECT: RESOLUTION NO. 88-142

The attached letter from Donna M. Grindey regarding Resolution No. 88-142 is being forwarded to your department for disposition since it appears to be within the scope of your department's responsibility.

LJM:ml30

Attachment 6



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COPIES TO:

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CHIEF ADMINISTRATIVE OFFICE

\_\_\_\_COUNTY COUNSEL

CTHER

FILE WITH COARD ORDER

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#### CERTIFICATION

### BY CITY CLERK

STATE OF CALIFORNIA COUNTY OF LOS ANGELES CITY OF SANTA CLARITA

SS.

George Caravalho \_\_\_\_\_, City Clerk of the City of Santa I Clarita, do hereby certify that the attached copy of Reso. 88-142 is a complete and correct copy of the original Resolution No. 88-142 now on file in my office and as adopted by the City Council at the City Council meeting on \_\_\_\_ October 27, 1988

George A. Caravalho City Clerk by a-x-m Donna M. Grindey

Deputy City Clerk

1.1.1

SUITE 101 21021 SOLEDAD CANYON ROAD CITY OF SANTA CLARITA, CA 91351 (805) 259-CITY

HOWARD P. "BUCK" MCKEDN

JAN HEIDT MAYOR PRO-TEM

DOUNDLWDMAN

COLINCILMAN

DENNIS M. KOONTZ

November 8, 1988

•

Executive Officer/Clerk Board of Supervisors County of Los Angeles 383 Hall of Administration 500 West Temple Street Los Angeles, Ca. 90012

Dear Sir:

Enclosed are three certified copies of Resolution No. 88-142 which was adopted by the City Council of the City of Santa Clarita on October 27, 1988.

This resolution grants consent and jurisdiction to the County of Los Angeles and for the inclusion of a portion of the City within a County Sewer Maintenance District.

If there is any further information needed, please feel free to contact me.

Sincerely, Sunday anda

Donna M. Grindey Deputy City Clerk

encl.

#### RESOLUTION NO. 88-142

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA CLARITA, CALIFORNIA, GRANTING CONSENT AND JURISDICTION TO THE COUNTY OF LOS ANGELES AND FOR THE INCLUSION OF A PORTION OF THE CITY OF SANTA CLARITA WITHIN A COUNTY SEWER MAINTENANCE DISTRICT

WHEREAS, portions of the City of Santa Clarita are already included in a County sewer maintenance district; and

WHEREAS, additional sewers have been or are scheduled to be constructed within the City; and

WHEREAS, currently the City does not have the forces nor the equipment necessary to maintain sanitary sewers; and

WHEREAS, it appears in the public interest and convenience that all areas served by sanitary sewers in the City of Santa Clarita be included in a County sewer maintenance district.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Santa Clarita as follows:

SECTION 1. That the public interest and convenience require all territory served by sanitary sewers within the boundaries of the City of Santa Clarita be included in a County sewer maintenance district formed for the purpose of maintaining local sanitary sewers pursuant to Chapter 4, Part 3, Division 5 of the Health and Safety Code, as amended, or Chapter 26, Part 3, Division 7 of the Streets and Highways Code, as amended, of the State of California.

SECTION 2. That pursuant to the authority vested to it by Section 4895 of said Health and Safety Code, or Section 5837 of said Streets and Highways Code, the City Council, being the legislative body of the City of Santa Clarita, hereby consents to the inclusion of that City territory designated in Exhibit "A" attached hereto and incorporated herein by reference within a County sewer maintenance district, and to the exercise of exclusive jurisdiction by the Board of Supervisors of said County of Los Angeles over all proceedings necessary thereto for the purpose of consummating the same pursuant to applicable laws.

SECTION 3. The City Clerk shall certify the adoption of this Resolution, and shall deliver three (3) certified copies thereof to the Clerk of the Board of Supervisors of the County of Los Angeles.

October \_\_\_\_\_, 19\_88.

MAYOR

ATTEST:

I HEREBY CERTIFY that the foregoing Resolution was duly adopted by the City Council of the City of Santa Clarita, at a regular meeting thereof, held on the 27th day of October \_\_\_\_\_, 19\_88, by the following vote of the Council:

AYES: COUNCILMEMBERS Boyer, Darcy, Heidt, Koontz, McKeon

NOES: COUNCILMEMBERS None

ABSENT: COUNCILMEMBERS None

......

, <i>A</i> .	23920 Val Suite 300 City of Santa Clarita California 91355	Phone (805) 259-2489 Fax (805) 259-8125	•		
City of		in the second	and a second		and a second
Santa Clarita					
			RECEIVED	81033	Marita
			RECEIVED	Sounta	0
	March 6, 1989		MAD 1 0 1989	-	

Mr. Dan Kowalczyk L Sewer Maintenance & Waterworks P.O. Box 1460 Alhambra, Ca. 91802-1460

Dear Dan:

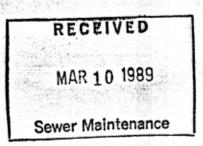
Enclosed please find a copy of Resolution No. 89-16, granting consent and jurisdiction to the County of Los Angeles and for the inclusion of certain territory of the City of Santa Clarita within a County Sewer Maintenance District.

If you have any questions, please feel free to contact me.

Sincerely, Munder

Donna M. Grindey Deputy City Clerk

encl.2



Jan Heidt *Mayor* 

Jo Anne Darcy Mayor Pro-Tem

Carl Boyer, III Councilmember

Dennis M. Koontz Councilmember

Howard "Buck" McKeo Councilmember

## DEPARTMENT OF PUBLIC WORKS

BUREAU OF SANITATION BOARD REPORT NO. 2 JUNE 16, 2021 ADOPTED BY THE BOARD PUBLIC WORKS OF THE CITY of Los Angeles California AND REFERRED TO THE MAYOR JUN 16 2021 AND REFERRED TO THE CITY COUNCIL Executive officer Board of Public Works

### CD: 14

RESOLUTION AUTHORIZING ANNEXATION TO THE COUNTY OF LOS ANGELES CONSOLIDATED SEWER MAINTENANCE DISTRICT OF THE PROPERTY LOCATED AT 4671 WORTH STREET FOR THE PURPOSE OF SEWER SERVICE CHARGE COLLECTION ONLY

#### RECOMMENDATION

1. Approve this report and forward it along with the transmittal to the Mayor and City Council with the recommendation that the City Council approve the resolution granting consent and jurisdiction to the County of Los Angeles for the inclusion of property located at 4671 Worth Street within the County of Los Angeles Consolidated Sewer Maintenance District, for the purpose of sewer service charge only.

### FISCAL IMPACT STATEMENT

There is no General Fund Fiscal Impact.

#### TRANSMITTAL

1. Proposed resolution.

### DISCUSSION

The developer of a property, 4671 Worth Street, near Valley Boulevard in East Los Angeles and adjacent to the City limit, intends to connect a warehouse that is under construction to a sewer in Worth Street, which is owned by the County of Los Angeles but located within the City of Los Angeles. A review of sewer connection for the property indicates that the property's nearest city owned, LA Sanitation and Environment (LASAN) sewer is approximately 2,000 feet away and connecting to it would require going around a building and constructing under railroad tracks. Connecting to the LASAN sewer would therefore not be practical. The County sewer will convey the wastewater to a Los Angeles County Sanitation District treatment facility, resulting in no costs to LASAN.

The County of Los Angeles Consolidated Sewer Maintenance District (District) cannot collect related sewer fees because the property is physically located in the City of Los Angeles, where the District has no jurisdiction. The District is annexing the property to provide a way for the District to collect the sewer service charges directly from the property owners. It is more economical for the District to collect the sewer service charges from the property than it would be for LASAN since it is not feasible to connect to a LASAN-owned sewer 2,000 feet away.

BUREAU OF SANITATION BOARD REPORT NO. 2 JUNE 16, 2021

#### Page 2

The District has indicated that the City of Los Angeles must adopt the attached resolution before the County of Los Angeles can proceed with the proposed annexation for the purpose of sewer service charges only.

Annexation of this property to the District will not result in an exchange of property tax revenue pursuant to Section 99 of the Revenue and Taxation Code.

#### PROGRAM REVIEW BY DIRECTOR (PRD) APPROVAL

PRD has approved this request on April 9, 2021 for a budget amount of \$0.

### STATUS OF FINANCING

There is no impact to the General Fund. No funding is required to adopt the resolution authorizing the annexation of the property located at 4671 Worth Street by the County of Los Angeles.

Respectfully submitted,

the & Minamide

ENRIQUE C. ZALDIVAR, P.E. Director and General Manager Bureau of Sanitation

REVIEWED AND APPROVED BY: Usa Muscrey Digitally signed by Lisa B. Mowery. DN: cn=Lisa B. Mowery. o=LASM, ou=Exec. email=lisa.mowery@lacity.org, c=US Date: 2021.05.27 13:2301-0700'

LISA B. MOWERY, P.E., Chief Financial Officer Bureau of Sanitation Date: 5/27/21

Prepared by: Rene Bagaygay, FMD (213) 485-2396

## RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ANGELES GRANTING CONSENT AND JURISDICTION TO THE COUNTY OF LOS ANGELES FOR THE INCLUSION OF CERTAIN TERRITORY OF THE CITY OF LOS ANGELES WITHIN THE CONSOLIDATED SEWER MAINTENANCE DISTRICT FOR THE PURPOSE OF SEWER SERVICE CHARGE ONLY.

WHEREAS, a certain area within the City of Los Angeles described in Exhibit "A" and shown on Exhibit "B" requires an outlet to dispose of sewage generated within its boundaries; and

WHERES, the Los Angeles County Consolidated Sewer Maintenance District administers, operates and maintains a sewage system for the conveyance of sewage generated within its territorial boundaries; and

WHEREAS, the Los Angeles County Consolidated Sewer Maintenance District's sewage system is of a size and capacity to serve the needs of its own as the sewage generated within the boundaries of the area within the City of Los Angeles shown on Exhibit "A"; and

WHEREAS, it appears in the public interest and convenience that certain territory of the City of Los Angeles as shown on Exhibit "B" be included within the County of Los Angeles consolidated Sewer Maintenance District for the purpose of sewer service charges only.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Los Angeles as follows:

Section 1. That the public interest and convenience require the inclusion of the property located within the boundaries of the City of Los Angeles, at the address 4671 Worth St shown on Exhibit "A" within the Consolidated Sewer Maintenance District formed the purpose of maintaining public sanitary sewers pursuant to Chapter 4, Part 3, Division 5 of the Health and Safety Code, as amended, or Chapter 26, Part 3, Division 7 of the Streets and Highway code, as amended, of the State of California.

Section 2. That pursuant to the authority vested in it by Section 4895 of said Health and Safety Code, or Section 5837 of said Streets and Highway Code, the City Council, being the legislative body of the City of Los Angeles hereby consents to the inclusion of said city territory as shown on Exhibit "B" within the consolidated Sewer Maintenance District for the purpose of sewer service charges only, such inclusion not resulting in an exchange of property tax revenues, and to the exercise of exclusive jurisdiction by the Board of Supervisors of said County of Los Angeles over all proceedings necessary thereto for the purpose of consummating the same. Section 3. The City Clerk shall certify to the adoption of this resolution and shall deliver three certified copies thereof to the clerk of the Board of Supervisors of the County of Los Angeles.

ATTEST:

State of California)County of Los Angeles)City of Los Angeles)

I, \_\_\_\_\_, City Clerk of the City of Los Angeles, hereby certify that the above Resolution was duly and regularly passed and adopted by the said City Council at a regular meeting thereof held on \_\_\_\_\_.

City Clerk

# **ENCLOSURE C**

# ANNEXATION TO CONSOLIDATED SEWER MAINTENANCE DISTRICT (In the Vicinity of Quartz Hill)

# Parcel 10-18

All that certain real property, situate in a portion of Section 2, Township 6 North, Range 13 West, S.B.M., in the County of Los Angeles, State of California, lying within the following described boundaries:

COMMENCING at the intersection of the centerline of AVENUE M-4, as shown on map of Tract No. 11760, recorded in Book 216, pages 1 through 4, of Maps, in the office of the Registrar-Recorder/County Clerk of said county, and the centerline of 50<sup>TH</sup> STREET WEST, as shown on said map, said intersection having California State Plane Coordinates, NAD 83, of N2056023, E6495946; thence along said last-mentioned centerline, North 01°27'00" East 610.36 feet to the easterly prolongation of the northerly line of Lot 52 of said tract; thence 89°24'57" West 188.17 feet to the northeasterly corner of said lot, said corner being the TRUE POINT OF BEGINNING, said corner also being an angle point in the boundary of Consolidated Sewer Maintenance District, as same existed on January 27, 2021; thence along said boundary,

- (L1) South 0°24'43" West 340.00 feet to the easterly prolongation of the southerly line of Parcel 4 of Parcel Map No. 1150, as shown on map filed in Book 26, page 44, of Parcel Maps, in the office of said Registrar-Recorder/County Clerk; thence
- (L2) North 89°24'57" West 224.99 feet to the southwesterly corner of said Parcel 3; thence
- (L3) North 0°24'43" East 340.00 feet to the northwesterly corner of said Parcel 3; thence along said boundary of Consolidated Sewer Maintenance District,
- (L4) South 89°24'57" East 224.99 feet to the TRUE POINT OF BEGINNING.

Containing: 1.76± acres

For assessment purposes only. This description of land is not a legal property description as defined in the Subdivision Map Act and may not be used as the basis for an offer for sale of the land described.

5510WAL LAND SED	APPROVED AS TO DESCRIPTION
KEVIN A. BUGH	Ву
¥ EXP. <u>12/31/2023</u> ¥	LÍCENSED LAND SURVEYOR Los Angeles County Department of Public Works
OF CALIFOR	Dated <u>APTI 5, 2022</u>

W:\RWE\UNIT 3 (FLOOD INFO SERVICES & SPECIAL DISTRICTS) \MOI TAN\CSMD PARCEL 10-18

## ANNEXATION TO CONSOLIDATED SEWER MAINTENANCE DISTRICT (In the Vicinity of Agoura)

# Parcel 1-19

All that certain real property situate in a portion of Section 36, Township 1 North, Range 18 West, S.B.M., in the County of Los Angeles, State of California, lying within the following described boundaries:

Beginning at the southeast corner of the southwest 1/4 of the northwest 1/4 of said Section 36, said corner having California State Plane Coordinates, NAD 83, of N1868780, E6342525, said corner also being an angle point in the boundary of Consolidated Sewer Maintenance District as same existed on December 17, 2019; thence

(L1) North 89°56'19" West 1,268.00 feet to the southwesterly corner of Lot 5 of Tract No. 53100, as shown on map of filed in Book 1331, pages 35 through 41, of Maps, in the office of the Registrar-Recorder/County Clerk of said county; thence along the boundary of said lot,

- (L2) North 00°03'32" East 256.83 feet and
- (L3) North 75°17'34" East 563.69 feet to the southerly prolongation of the westerly line of Lot 3 of said tract; thence along said southerly prolongation and westerly line of Lot 3,
- (L4) North 00°04'40" East 725.00 feet to the northerly line of said Lot 3; thence along said northerly line and its easterly prolongation,
- (L5) South 89°56'12" East 722.74 feet to said boundary of Consolidated Sewer Maintenance District; thence along said last-mentioned boundary,
- (L6) South 00°03'43" West 1125.20 feet to the point of beginning.

Containing: 22.79± acres

For assessment purposes only. This description of land is not a legal property description as defined in the Subdivision Map Act and may not be used as the basis for an offer for sale of the land described.

	JONAL LAND SE	
	KEVIN A. BUGH	
× ST	EXP. <u>12/31/2023</u>	
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APPROVED AS TO DESCRIPTION
By
Los Angeles County Public Works
Dated April 6, 2022

## ANNEXATION TO CONSOLIDATED SEWER MAINTENANCE DISTRICT (In the Vicinity of Castaic)

## Parcel 2-19

All that certain real property situate in a portion of Section 10, Township 4 North, Range 17 West, S.B.M., in the County of Los Angeles, State of California, lying within the following described boundaries:

**COMMENCING** at the intersection of the centerline of LIVINGSTON AVENUE, as shown on Parcel Map No. 60030, filed in Book 379, pages 48 through 66, of Parcel Maps, in the office of the Registrar-Recorder/County Clerk of said county, and the centerline of CHASE PLACE, as shown on said parcel map, said intersection having California State Plane Coordinates, NAD 83, of N1985219, E6368774; thence along said centerline of CHASE PLACE, North 73°31'27" West 375.42 feet to a point in the boundary of Consolidated Sewer Maintenance District as same existed on December 23, 2019, said point being the **TRUE POINT OF BEGINNING**; thence along said boundary,

- (L1) South 00°32'35" West 225.33 feet and
- (L2) South 00°31'23" West 445.08 feet to the southerly boundary of said tract; thence along the boundary of said tract the following courses:
- (L3) North 74°11'06" West 685.92 feet,
- (L4) South 0° 07' 03" East 489.03 feet,
- (L5) South 85° 44' 20" West 254.34 feet,
- (L6) North 66° 47' 31" West 38.23 feet,
- (L7) South 45° 01' 13" West 46.14 feet,
- (L8) South 8° 08' 45" West 53.23 feet,
- (L9) South 72° 29' 31" West 203.24 feet,
- (L10) North 42° 15' 58" West 130.98 feet,
- (L11) North 9° 38' 24" West 262.57 feet,
- (L12) North 72° 04' 02" West 126.95 feet,
- (L13) North 23° 15' 18" West 176.79 feet,
- (L14) North 43° 04' 29" West 340.00 feet,
- (L15) North 13° 25' 19" West 207.00 feet,

- (L16) North 48° 32' 37" West 159.68 feet,
- (L17) North 14° 38' 40" West 174.20 feet,
- (L18) North 30° 27' 09" East 179.12 feet,
- (L19) North 2° 03' 45" West 156.83 feet,
- (L20 North 32° 07' 21" East 218.32 feet,
- (L21) North 17° 38' 04" East 168.72 feet,
- (L22) North 50° 00' 06" West 159.09 feet,
- (L23) North 10° 51' 52" East 205.36 feet,
- (L24) South 89° 14' 46" East 477.85 feet,
- (L25) North 0° 36' 00" East 1323.59 feet,
- (L26) South 89° 09' 06" East 1316.77 feet, and
- (L27) South 0° 32' 35" West 2417.12 feet to the TRUE POINT OF BEGINNING.

Containing: 116.74± Acres

For assessment purposes only. This description of land is not a legal property description as defined in the Subdivision Map Act and may not be used as the basis for an offer for sale of the land described.



APPROVED AS TO DESCRIPTION
By
LICENSED LAND SURVEYOR Los Angeles County Public Works
Dated <u>APTILE, LOLL</u>

RA W:\RWE\Unit 3 (Flood Info Services & Special Districts)\Ray Avancena\CSMD\Parcel 2-19\Parcel 2-19 legal description.doc

## ANNEXATION TO CONSOLIDATED SEWER MAINTENANCE DISTRICT (In the City of Santa Clarita)

## Parcel 3-19

All that certain real property, situate in a portion of Section 36, Township 5 North, Range 16 West, S.B.M., in the County of Los Angeles, State of California, lying within the following described boundaries:

Commencing at the intersection of the centerline of LUCAS COURT, as shown on map of Tract No. 66561, filed in Book 1385, pages 63 through 67, of Maps, in the office of the Registrar-Recorder/County Clerk of said county, and the centerline of PHANTOM TRAIL, as shown on said map, said intersection having California State Plane Coordinates, NAD 83, of N1994152, E6406628, said intersection also being the beginning of a curve concave to the southwest and having a radius of 350 feet, a radial of said curve to said intersection bears North 44°23'35" East; thence southeasterly, along said curve and said centerline of PHANTOM TRAIL, through a central angle of 25°04'23", an arc distance of 153.16 feet to its intersection with the southerly line of said tract, said last-mentioned intersection being the TRUE POINT OF BEGINNING, said last-mentioned intersection also being a point in the boundary of Consolidated Sewer Maintenance District, as same existed on May 5, 2020; thence along said southerly line,

- (L1) North 89°42'54" West 430.81 feet to the southwesterly corner of Lot 31 of said tract; thence along the generally southerly boundary of Lot 35 of said tract the following courses:
- (L2) North 34°20'48" West 113.29 feet,
- (L3) North 5°42'48" West 88.23 feet,
- (L4) North 41°34'46" East 72.30 feet,
- (L5) North 33°05'31" East 60.53 feet,
- (L6) North 28°32'41" East 38.09 feet,
- (L7) North 22°25'06" East 37.56 feet,
- (L8) North 74°51'13" East 26.26 feet,
- (L9) North 58°24'49" East 16.32 feet,
- (L10) North 31°49'23" East 33.87 feet,
- (L11) North 58°05'50" East 34.71 feet,
- (L12) South 76°48'00" East 8.61 feet,
- (L13) South 22°51'16" East 7.36 feet,
- (L14) South 6°31'43" West 35.33 feet,
- (L15) North 28°02'58" East 187.58 feet,
- (L16) South 89°43'15" East 69.19 feet,
- (147) South 49°EC'22" East 470.00 feet
- (L17) South 18°56'33" East 170.09 feet,
- (L18) North 20°44'20" East 17.07 feet,
- (L19) North 66°57'20" East 9.46 feet,
- (L20) South 77°36'07" East 22.01 feet,
- (L21) North 88°55'56" East 11.55 feet,
- (L22) North 56°38'31" East 27.39 feet,

(L23) North 42°01'08" East 8.76 feet, (L24) North 39°04'22" East 5.43 feet, (L25) North 5°02'55" East 56.54 feet, (L26) North 65°16'21" East 41.53 feet, (L27) North 23°33'56" East 3.84 feet. (L28) North 25°16'36" East 50.02 feet, (L29) North 39°25'56" East 42.75 feet. (L30) North 30°53'16" East 148.26 feet, (L31) North 38°56'46" East 355.90 feet. (L32) North 77°50'15" East 118.57 feet, (L33) North 84°02'26" East 252.68 feet, (L34) South 11°15'19" West 310.98 feet, (L35) South 39°32'07" East 22.76 feet, (L36) South 11°08'02" East 32.18 feet, (L37) South 21°12'53" West 60.53 feet. (L38) South 5°08'55" West 19.12 feet, (L39) South 6°34'12" East 91.43 feet, (L40) South 27°42'48" East 66.98 feet, (L41) South 15°47'07" West 21.51 feet. (L42) North 78°39'36" West 45.22 feet, (L43) South 70°15'51" West 22.71 feet, (L44) South 48°55'28" West 64.61 feet, (L45) South 2°45'02" East 40.40 feet, (L46) South 65°11'34" West 51.84 feet, (L47) South 53°42'03" West 13.45 feet, (L48) South 51°36'28" West 30.13 feet, (L49) South 46°06'23" West 29.04 feet, (L50) South 66°33'20" West 18.43 feet. (L51) South 51°20'10" West 8.70 feet, (L52) North 82°09'02" West 25.69 feet, (L53) South 70°21'36" West 12.90 feet, (L54) South 17°21'09" West 20.21 feet, (L55) South 78°52'46" West 13.64 feet, (L56) South 81°27'22" West 21.56 feet, (L57) South 70°53'05" West 11.22 feet. (L58) South 51°24'00" West 34.74 feet, (L59) South 78°46'45" West 9.52 feet, (L60) North 49°46'27" West 26.37 feet, (L61) South 85°28'52" West 26.24 feet. (L62) South 64°50'34" West 16.26 feet, (L63) South 52°42'50" West 49.71 feet, (L64) South 38°57'03" West 21.60 feet, (L65) South 69°56'38" West 15.30 feet, (L66) South 41°34'37" West 25.99 feet, (L67) South 1°56'07" East 29.51 feet, and

- (L68) South 2°56'07" West 122.84 feet to the southeasterly corner of Lot 34 of said tract; thence along said boundary of Consolidated Sewer Maintenance District,
   (L60) North 80°42'54" West 242.20 feet to the TRUE POINT OF PECINIUM.
- (L69) North 89°42'54" West 213.29 feet to the TRUE POINT OF BEGINNING.

Containing: 15.42± acres

For assessment purposes only. This description of land is not a legal property description as defined in the Subdivision Map Act and may not be used as the basis for an offer for sale of the land described.



APPRC	VED AS TO DESCRIPTION	
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By	LICENSED LAND SURVEYOR	
	s County Department of Public Works	
Dated _	MAY 20, 2020	
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## ANNEXATION TO CONSOLIDATED SEWER MAINTENANCE DISTRICT (In the City of Santa Clarita)

## Parcel 4-19

All that certain real property, situate in a portion of Sections 5, 8, and 9, Township 4 North, Range 15 West, S.B.M., in the County of Los Angeles, State of California, lying within the following described boundaries:

BEGINNING at the intersection of the centerline of PLUM CANYON ROAD, as shown on map of Tract No. 46018-11A, filed in Book 1398, pages 1 through 27, of Maps, in the office of the Registrar-Recorder/County Clerk of said county, and the centerline of LA MADRID DRIVE, as shown on said map, said intersection having California State Plane Coordinates, NAD 83, of N1985082, E6418519, said intersection also being a point in the boundary of Consolidated Sewer Maintenance District, as same existed on May 13, 2020; thence along said last-mentioned centerline and the centerline of LA MADRID DRIVE, as shown on map of Tract No. 46018-10, filed in Book 1298, pages 52 through 67, of said Maps, the following courses and curves:

- (L1) North 26°22'43" East 125.16 feet to the beginning of a tangent curve concave to the west and having a radius of 1000 feet,
- (C2) northerly, along said curve, through a central angle of 37°24'25", an arc distance of 652.87 feet, to the beginning of a reverse curve, concave to the east and having a radius of 1500 feet,
- (C3) northerly, along said last-mentioned curve, through a central angle of 11°19'16", an arc distance of 296.39 feet, to the beginning of a reverse curve concave to the west and having a radius of 1400 feet,
- (C4) northerly, along said curve, through a central angle of 15°21'42", an arc distance of 375.36 feet, to the beginning of a reverse curve concave to the east and having a radius of 700 feet,
- (C5) northerly, along said curve, through a central angle of 48°36'58", an arc distance of 593.96 feet, to the beginning of a reverse curve concave to the northwest and having a radius of 1500 feet,
- (C6) northeasterly, along said curve, through a central angle of 4°05'50", an arc distance of 107.27 feet, and
- (L7) North 29°27'00" East 85.48 feet to a point on the centerline of Bension Drive, as shown on said map of Tract No. 46018-10, said point being the beginning of a non-tangent curve concave to the northeast and having a radius of 700 feet, a radial of said curve to said point bears South 29°00'16" West; thence
- (C8) southeasterly, along said curve, through a central angle of 5°38'16", an arc distance of 68.88 feet to the northwesterly boundary of said Tract No. 46018-10; thence along the boundary of said last-mentioned tract the following courses and curves:
- (L9) North 23°22'00" East 32.00 feet to the southeasterly terminus of a non-tangent curve concave to the northeast and having a radius of 668 feet, a radial of said curve to said point bears South 23°22'00" West,

- (C10) northwesterly, along said curve, through a central angle of 0°49'04", an arc distance of 9.53 feet,
- (L11) North 24°11'04" East 131.80 feet,
- (L12) South 64°18'39" East 9.10 feet,
- (L13) South 36°42'38" East 23.65 feet,
- (L14) South 46°08'24" East 24.37 feet,
- (L15) North 84°41'02" East 5.67 feet,
- (L16) South 60°17'58" East 31.50 feet,
- (L17) South 74°37'24" East 41.17 feet,
- (L18) North 16°02'49" East 55.78 feet,
- (L19) North 8°22'19" East 106.91 feet,
- (L20) North 57°00'08" East 264.64 feet,
- (L21) South 82°31'37" East 98.46 feet, and
- (L22) South 0°15'37" West 267.89 feet to the southerly line of said Section 5; thence
- (L23) South 89°00'41" East 1404.47 feet to the northeasterly corner of Lot 216 of said Tract No. 46018-11A; thence along the boundary of said last-mentioned tract the following courses:
- (L24) South 0°34'15" West 1296.11 feet and
- (L25) North 89°33'31" East 1119.92 feet to the generally easterly boundary of Lot 206 of said last-mentioned tract; thence along said generally easterly boundary the following courses:
- (L26) South 0°09'15" West 516.18 feet,
- (L27) South 27°18'52" West 137.76 feet,
- (L28) South 37°46'06" West 42.43 feet,
- (L29) South 37°17'33" East 146.99 feet,
- (L30) South 19°36'34" East 90.02 feet,
- (L31) South 70°48'03" West 155.38 feet, and
- (L32) South 65°24'18" West 56.95 feet to the generally easterly boundary of Lot 208 of said last-mentioned tract; thence along said generally easterly boundary the following courses:
- (L33) South 19°46'02" East 274.51 feet and
- (L34) South 59°21'23" West 269.85 feet to the northerly boundary of Lot 42 of said lastmentioned tract; thence along the northerly and easterly boundaries of said lastmentioned lot the following courses:
- (L35) South 85°56'55" East 163.38 feet,
- (L36) South 20°25'22" West 223.91 feet,
- (L37) South 19°02'13" West 40.00 feet,
- (L38) South 16°15'56" West 40.00 feet,
- (L39) South 13°29'38" West 40.00 feet,
- (L40) South 10°39'20" West 40.00 feet,
- (L41) South 8°01'04" West 40.00 feet,
- (L42) South 5°10'46" West 40.00 feet,
- (L43) South 2°16'40" West 43.75 feet, and
- (L44) South 0°45'44" West 376.01 feet to a point in the centerline of Skyline Ranch Road, as shown on said last-mentioned map, said point also being the southeasterly terminus of a non-tangent curve concave to the northeast and

having a radius of 1360 feet, a radial of said curve to said point bears South 30°46'04" West; thence along said last-mentioned centerline the following courses and curves:

- (C45) northwesterly, along said curve, through a central angle of 9°11'34", an arc distance of 218.20 feet,
- (L46) North 50°02'22" West 401.25 feet to the beginning of a tangent curve concave to the southwest and having a radius of 1150 feet,
- (C47) northwesterly, along said curve, through a central angle of 33°15'18", an arc distance of 667.47 feet,
- (L48) North 83°17'40" West 613.52 feet to the beginning of a tangent curve concave to the south and having a radius of 1150 feet,
- (C49) westerly, along said curve, through a central angle of 20°50'42", an arc distance of 418.39 feet, and
- (L50) South 75°51'38" West 387.11 feet to a point on the centerline of said PLUM CANYON ROAD, said point being in said boundary of Consolidated Sewer Maintenance District, said point also being the beginning of a non-tangent curve concave to the southwest and having a radius of 1200 feet, a radial of said curve to said point bears North 73°09'51" East; thence along said boundary,
- (C51) northwesterly, along said curve, through a central angle of 44°47'08", an arc distance of 937.98 feet to the POINT OF BEGINNING.

Containing: 181.00± acres

For assessment purposes only. This description of land is not a legal property description as defined in the Subdivision Map Act and may not be used as the basis for an offer for sale of the land described.



APPROVED AS TO DESCRIPTION
The An
By LICENSED LAND SURVEYOR
Los Angeles County Department of Public Works
Dated MM 27, 2020

## ANNEXATION TO CONSOLIDATED SEWER MAINTENANCE DISTRICT (In the City of Industry)

## Parcel 201-19

All that certain real property situate in a portion of Sections 4, 8, 9, 16, and 17, Township 2 South, Range 9 West, S.B.M., in the County of Los Angeles, State of California, lying within the following described boundaries:

Beginning at the intersection of the centerline of GRAND AVENUE, as said centerline is shown on Parcel Map No. 353, filed in Book 405, pages 33 through 62, of Parcel Maps, in the office of the Registrar-Recorder/County Clerk of said county, and the centerline of 'A' STREET, as said centerline is shown on said parcel map, said intersection having California State Plane Coordinates, NAD 83, of N1828598, E6614652; thence along said last-mentioned centerline the following courses and curves:

- (L1) South 63° 18' 52" West 231.00 feet to the beginning of a tangent curve concave to the northwest and having a radius of 1100.00 feet,
- (C2) southwesterly along said curve through a central angle of 17°18'39", an arc distance of 332.34 feet to the beginning of a reverse curve concave to the southeast and having a radius 900.00 feet,
- (C3) southwesterly along said last-mentioned curve through a central angle of 55°29'52", an arc distance of 871.76 feet,
- (L4) South 25° 07' 39" West 1305.55 to the beginning of a tangent curve concave to the northwest and having a radius of 1100.00 feet,
- (C5) southwesterly along said curve through a central angle of 16°44'44", an arc distance of 321.49 feet to the beginning of a reverse curve concave to the southeast and having a radius 1800.00 feet,
- (C6) southwesterly along said last-mentioned reverse curve through a central angle of 19°57'16", an arc distance of 626.89 feet,
- (L7) South 21° 55' 07" West 871.95 feet to the beginning of a tangent curve concave to the southeast and having a radius of 950.00 feet, and
- (C8) southwesterly along said last-mentioned curve through a central angle of 6°55'05", an arc distance of 114.71 feet to a radial line of said last-mentioned curve which passes through the easterly terminus of a curve concave to the north and having a radius of 58.00 feet in the southerly boundary of Parcel "C" of said parcel map; thence
- (L9) North 74° 59' 58" West 54.00 feet to said easterly terminus; thence along the boundary of said Parcel "C" the following curves and courses:
- (C10) westerly along said last-mentioned curve through a central angle of 15°32'21", an arc distance of 15.73 feet to the beginning of a reverse curve concave to the southeast and having a radius 62.00 feet,
- (C11) southwesterly along said last-mentioned reverse curve through a central angle of 85°16'37", an arc distance of 92.28 feet,
- (L12) South 11° 10' 37" West 125.02 feet,

- (L13) South 52° 58' 17" West 43.63 feet to the beginning of a tangent curve concave to the north and having a radius of 163.08 feet,
- (C14) westerly along said last-mentioned curve through a central angle of 62°36'58", an arc distance of 178.22 feet to the northeasterly terminus of a non-tangent curve concave to northwest and having a radius of 1068.97 feet, a radial of said curve to said northeasterly terminus bears South 31° 46' 58" East,
- (C15) southwesterly along said last-mentioned non-tangent curve through a central angle of 20°42'29", an arc distance of 386.35 feet,
- (L16) South 89° 22' 36" West 69.25 feet to the easterly terminus of a non-tangent curve concave to north and having a radius of 1987.31 feet, a radial of said curve to said easterly terminus bears South 6° 34' 35" East,
- (C17) westerly along said las-mentioned non-tangent curve through a central angle of 7°07'18", an arc distance of 247.02 feet,
- (L18) South 82° 49' 08" West 32.11 feet,
- (L19) North 85° 06' 51" West 35.01 feet,
- (L20) South 70° 17' 23" West 32.48 feet,
- (L21) South 65° 29' 15" West 33.61 feet,
- (L22) South 68° 58' 58" West 33.68 feet,
- (L23) South 57° 25' 15" West 34.65 feet,
- (L24) South 53° 24' 17" West 69.83 feet,
- (L25) South 58° 42' 54" West 38.56 feet,
- (L26) South 39° 40' 50" West 36.35 feet,
- (L27) South 37° 24' 31" West 40.00 feet,
- (L28) South 29° 26' 03" West 49.27 feet,
- (L29) South 38° 25' 25" West 27.88 feet to the beginning of a non-tangent curve concave to the east and having a radius of 422.32 feet,
- (C30) southerly along said last-mentioned non-tangent curve through a central angle of 55°27'15", an arc distance of 408.75 feet to the beginning of a compound curve concave to the northeast and having a radius 508.81 feet, and
- (C31) southeasterly along said last-mentioned compound curve through a central angle of 97°40'40", an arc distance of 867.42 feet to a radial line which passes through the southeasterly terminus of a curve concave to the northeast and having a radius of 600.00 feet in the centerline GRAND CROSSING PARKWAY, as said centerline is shown on said map; thence
- (L32) South 41° 00' 15" East 83.93 feet to said southeasterly terminus; thence along said centerline of GRAND CROSSING PARKWAY,
- (C33) northwesterly along said curve through a central angle of 217°49'36", an arc distance of 2281.08 feet to the beginning of a reverse curve concave to the north and having a radius 850.00 feet,
- (C34) easterly along said last-mentioned reverse curve through a central angle of 17°13'41", an arc distance of 255.58 feet to the southwesterly line of Parcel 4 of Parcel Map No. 318, filed in Book 308, pages 8 through 16, of said Parcel Maps; thence along said southwesterly line and its northwesterly prolongation,
- (L35) North 63°03'52" West 2085.47 feet to the southwesterly terminus of a non-tangent curve concave to the northwest and having a radius of 2914.90 feet in the southeasterly sideline of UNION PACIFIC RAILROAD as shown on said last-

mentioned parcel map, a radial line of said curve to said point bears South 44°27'25" East; thence along said southeasterly sideline,

- (C36) northeasterly along said last-mentioned non-tangent curve through a central angle of 6°34'48", an arc distance of 334.76 feet and
- (L37) North 38°57'47" East 5868.04 feet to the centerline of GRAND AVENUE, as shown on above-mentioned Parcel Map No. 353; thence along said last-mentioned centerline,
- (L38) South 44° 19' 55" East 450.27 feet to the beginning of a tangent curve concave to the southwest and having a radius of 2000.00 feet, and
- (C39) southeasterly along said last-mentioned curve through a central angle of 13°47'08", an arc distance of 481.21 feet to the centerline of 'B' STREET, as shown on said Parcel Map No. 353; thence along said last-mentioned centerline,
- (L40) South 59° 27' 13" West 7.00 feet to the northwesterly terminus of a curve concave to the southwest and having a radius of 1993.00 feet in the centerline of GRAND AVENUE, as shown on said Parcel Map No. 353, a radial of said curve to said northwesterly terminus bears North 59°27'13" East; thence along said lastmentioned centerline the following curves and courses:
- (C41) southeasterly along said last-mentioned curve through a central angle of 4°39'55", an arc distance of 162.28 feet,
- (L42) South 25° 52' 52" East 426.88 feet to the beginning of a tangent curve concave to the northeast and having a radius of 1436.00 feet,
- (C43) southeasterly along said last-mentioned curve through a central angle of 0°48'16", an arc distance of 20.16 feet, and
- (L44) South 26° 41' 08" East 931.28 feet to the point of beginning

Containing: 289.39± acres

For assessment purposes only. This description of land is not a legal property description as defined in the Subdivision Map Act and may not be used as the basis for an offer for sale of the land described.





W:\RWE\Unit 3 (Flood Info Services & Special Districts)\Ray Avancena\CSMD\Parcel 201-19\Legal, Map & Calc - Revised\Parcel 201-19 legal description - REVISED.doc

# ANNEXATION TO CONSOLIDATED SEWER MAINTENANCE DISTRICT (In the Vicinity of Agoura)

# Parcel 1-20

All that certain real property, situate in a portion of the southwest quarter of Fractional Section 5, Township 1 South, Range 18 West, S.B.M., in the County of Los Angeles, State of California, lying within the following described boundaries:

BEGINNING at the intersection of the north line of said southwest quarter and the centerline of that certain 15-foot-wide strip of land described in deed to said county for SIMES LANE, recorded on August 14, 1934, in Book 12911, page 193, of Official Records, in the office of the Registrar-Recorder/County Clerk of said county, said intersection having California State Plane Coordinates, NAD 83, of N1863666, E6322842, said intersection also being an angle point in the boundary of Consolidated Sewer Maintenance District, as same existed on September 9, 2020; thence along said boundary the following courses and curves:

- (L1) South 0°31'00" East 66.43 feet to the beginning of a tangent curve concave to the northwest and having a radius of 120.00 feet,
- (C2) southwesterly along said curve through a central angle of 90°57'10", an arc distance of 190.49 feet,
- (L3) North 89°33'50" West 143.94 feet,
- (L4) South 0°26'10" West 11.55 feet,
- (L5) South 24°36'32" East 110.36 feet,
- (L6) South 26°41'19" East 112.34 feet,
- (L7) North 89°33'50" West 910.50 feet, and
- (L8) North 0°32'57" West 400.00 feet to said north line; thence
- (L9) South 89°33'50" East 1082.26 feet to the POINT OF BEGINNING.

Containing: 8.78± acres

For assessment purposes only. This description of land is not a legal property description as defined in the Subdivision Map Act and may not be used as a basis for an offer for sale of the land described.



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

#### ANNEXATION TO CONSOLIDATED SEWER MAINTENANCE DISTRICT (In the Vicinity of Castaic)

## Parcel 2-20

All that certain real property, situate in a portion of Sections 26 and 27, Township 5 North, Range 17 West, S.B.M., in the County of Los Angeles, State of California, lying within the following described boundaries:

Commencing at the intersection of the centerline of HARP CANYON ROAD, as shown on map of Tract No. 46443, filed in Book 1244, pages 20 through 46, of Maps, in the office of the Registrar-Recorder/County Clerk of said county, and the centerline of ROMERO CANYON ROAD, as shown on said map, said intersection having California State Plane Coordinates, NAD 83, of N2004136, E6364538, said intersection being the northerly terminus of a curve concave to the west and having a radius of 1200.00 feet, a radial of said curve to said terminus bears North 79° 58' 02" East; thence along said last-mentioned centerline the following curve and course: southerly along said curve, through a central angle of 10° 23' 42", an arc distance of 217.71 feet and South 0° 21' 44" West 252.73 feet to the northwesterly corner of Parcel 2, as shown Parcel Map No. 67132, filed in Book 346, page 7 through 17, of Parcel Maps, in the office of said Registrar-Recorder/County Clerk, said corner being the TRUE POINT OF BEGINNING; thence

- (L1) South 89° 38' 16" East 3328.86 feet to the northwest corner of said Section 26; thence
- (L2) South 89° 49' 23" East 1311.11 feet to the northwest corner of the northeast quarter of the northwest quarter of said Section 26; thence along the boundary of said northeast quarter,
- (L3) South 0° 56' 50" East 1327.12 feet and
- (L4) South 89° 45' 50" East 1311.30 feet to the southeast corner of said northeast quarter; thence
- (L5) South 0° 57' 00" East 663.95 feet to the northwest corner of the west half of the southwest quarter of the southwest quarter of the northeast quarter of said Section 26; thence along the boundary of said west half,
- (L6) South 89° 43' 48" East 327.85 feet and
- (L7) South 0° 57' 03" East 314.24 feet to the centerline of SLOAN CANYON RD, as shown on County Surveyor's Map No. 1224-1, on file in the office of the Director of the Department of Public Works of said county; thence along said lastmentioned centerline,
- (L8) South 84° 22' 13" East 659.93 to the west line of the east half of the south half of the southeast quarter of the southwest quarter of the northeast quarter of said Section 26; thence along the boundary of said east half,
- (L9) North 0° 57' 07" West 43.47 feet and

- (L10) South 89° 42' 35" East 327.86 feet to the boundary of Consolidated Sewer Maintenance District, as same existed on April 21, 2020; thence along said lastmentioned boundary the following courses:
- (L11) South 0° 57' 09" East 272.47 feet to the easterly terminus of a non-tangent curve concave to the north and having a radius of 800.00 feet, a radial of said curve to said terminus bears South 27° 46' 19" East,
- (C12) westerly along said last-mentioned curve through a central angle of 9°14'01", an arc distance of 128.93 feet to the beginning of a compound curve concave to the north and having a radius of 1150.00 feet,
- (C13) westerly along said compound curve through the central angle of 36°18'41", an arc distance of 728.82 feet, and
- (L14) North 89° 41' 37" West 475.40 to the southeasterly corner of Parcel 1, as shown on Parcel Map No. 71059, filed in Book 402, pages 35 through 46, of said Parcel Maps; thence along the easterly line of said Parcel 1,
- (L15) North 0° 57' 00" West 240.24 feet to the southeasterly terminus of a non-tangent curve concave northeasterly and having a radius of 1190.00 feet in the southwesterly sideline of SLOAN CANYON ROAD, as shown on said Parcel Map No. 71059, a radial of said curve to said terminus bears South 44° 15' 09" West,
- (C16) northwesterly along said last-mentioned curve through a central angle of 12°03'06", an arc distance of 250.31 feet, and
- (L17) North 33° 41' 45" West 280.16 feet to the northerly line of Parcel 3, as shown on said Parcel Map No. 71059; thence
- (L18) North 89° 43' 32" West 1003.24 feet to the northwest corner of the southwest quarter of the southeast quarter of the northwest quarter of said Section 26; thence
- (L19) South 0° 56' 49" East 663.29 feet to the southwest corner of said southwest quarter; thence along said boundary of Consolidated Sewer Maintenance District,
- (L20) North 89° 41' 27" West 1311.36 feet to the southeast corner of Parcel 3, as shown on map filed in Book 121, page 93, of said Record of Surveys; thence along the boundary of said Parcel 3 the following courses:
- (L21) North 0° 56' 38" West 993.49 feet,
- (L22) North 89° 38' 38" West 1309.41 feet, and
- (L23) North 0° 53' 39" West 662.30 feet to the northwest corner of Parcel 2, as shown on said last-mentioned parcel map; thence
- (L24) North 89° 38' 38" West 1308.83 feet to the northwest corner of Parcel 4, as shown on said last-mentioned parcel map; thence along the boundary of said Parcel 2 of Parcel Map No. 67132 the following courses and curves:
- (L25) South 0° 50' 39" East 1504.59 feet,
- (L26) North 89° 37' 41" West 270.06 feet,
- (L27) South 0° 50' 39" East 150.03 feet,

- (L28) North 89° 37' 41" West 374.32 feet to the southerly terminus of a non-tangent curve concave to the west and having a radius of 500.00 feet, a radial of said curve to said point bears South 89° 36' 45" East,
- (C29) northerly along said last-mentioned curve, through a central angle of 20°25'31", an arc distance of 178.24 feet,
- (L30) North 20° 02' 16" West 422.20 feet to the beginning of a tangent curve concave to the east and having a radius of 750.00 feet,
- (C31) northerly along said last-mentioned curve, through a central angle of 32°03'11", an arc distance of 419.57 feet,
- (L32) North 12° 00' 55" East 522.07 feet to the beginning of a tangent curve concave to the west and having a radius of 2000.00 feet,
- (C33) northerly along said last-mentioned curve, through a central angle of 17°27'59", an arc distance of 609.69 feet,
- (L34) North 5° 27' 04" West 448.83 feet to the beginning of a tangent curve concave to the east and having a radius of 1000,00 feet, and
- (C35) northerly along said last-mentioned curve, through a central angle of 5°48'48", an arc distance of 101.46 feet to the TRUE POINT OF BEGINNING.

Containing: 237.54± acres

For assessment purposes only. This description of land is not a legal property description as defined in the Subdivision Map Act and may not be used as the basis for an offer for sale of the land described.



APPROVED AS TO DESCRIPTION
tort on
By Monuca
LICENSED LAND SURVEYOR
Los Angeles County Department of Public Works
Dated MM 27 , 2020

RA:W:\RWE\Unit 3 (Flood Info Services & Special Districts)\Ray Avancena\CSMD\Parcel 2-20\legal description Proj 2-20.docx

# ANNEXATION TO CONSOLIDATED SEWER MAINTENANCE DISTRICT (In the Vicinity of Athens)

# Parcel 101-20

All that certain real property, situate in a portion of Rancho San Pedro, in the County of Los Angeles, State of California, lying within the following described boundaries:

Beginning at the intersection of the centerline of 155<sup>TH</sup> STREET, as said centerline is shown on map filed in Book 231, page 41, of Record of Surveys, in the office of the Registrar-Recorder/County Clerk of said county, and the centerline of MAIN STREET, as shown on said map, said intersection having California State Plane Coordinates, NAD 83, of N1782869, E6477855, said intersection also being an angle point in the boundary of Consolidated Sewer Maintenance District, as same existed on July 22, 2020; thence along said boundary of Consolidated Sewer Maintenance District,

- (L1) South 01°59'55" East 430.00 feet and
- (L2) South 87°58'02" West 180.00 feet to the southwesterly corner of that certain parcel of land described in deed recorded on May 09, 1997, as Document No. 97-706439, of Official Records, in the office of said Registrar-Recorder/County Clerk; thence through the northwesterly corner of said certain parcel of land,
- (L3) North 01°59'55" West 430.00 feet to said centerline of 155<sup>TH</sup> STREET; thence along said boundary of Consolidated Sewer Maintenance District,
- (L4) North 87°58'02" East 180.00 feet to the point of beginning.

Containing: 1.78± acres

For assessment purposes only. This description of land is not a legal property description as defined in the Subdivision Map Act and may not be used as the basis for an offer for sale of the land described.



APPROVED AS TO DESCRIPTION
Ву
LICENSED LAND SURVEYOR
Los Angeles County Department of Public Works
Dated April 6, 2022

W:\RWE\Unit 3 (Flood Info Services & Special Districts)\Moi Tan\CSMD Parcel 101-20

## ANNEXATION TO CONSOLIDATED SEWER MAINTENANCE DISTRICT (In the City of Carson)

## Parcel 102-20

All that certain real property, situate in a portion of Rancho San Pedro, in the County of Los Angeles, State of California, lying within the following described boundaries:

Beginning at the intersection of the centerline of ONE HUNDRED SIXTY-SECOND STREET, 60 feet wide, as shown on map of Tract No. 10565, filed in Book 163, page 43, of Maps, in the office of the Registrar-Recorder/County Clerk of said county, and the easterly sideline of BALL AVENUE, 30 feet wide, as shown on said map, said intersection having California State Plane Coordinates, NAD 83, of N1780571, E6478590, said intersection also being an angle point in the boundary of Consolidated Sewer Maintenance District, as same existed on August 16, 2020; thence along said boundary of Consolidated Sewer Maintenance District the following courses:

- (L1) South 87°53'35" West 429.99 feet,
- (L2) North 01°56'15" West 160.58 feet,
- (L3) North 87°37'15" East 429.91 feet, and
- (L4) South 01°57'20" East 162.52 feet to the point of beginning.

Containing: 1.59 ± acres

For assessment purposes only. This description of land is not a legal property description as defined in the Subdivision Map Act and may not be used as the basis for an offer for sale of the land described.



APPROVED AS TO DESCRIPTION
Arr A. MA
By Millon
LICENSED LAND SURVEYOR
Los Angeles County Department of Public Works
Dated 027. 7 , 2020

#### ANNEXATION TO CONSOLIDATED SEWER MAINTENANCE DISTRICT (In the City of Rancho Palos Verdes)

#### Parcel 103-20

All that certain real property, situate in a portion of Rancho Los Palos Verdes, in the County of Los Angeles, State of California, lying within the following described boundaries:

BEGINNING at the intersection of the centerline of PALOS VERDES DRIVE EAST, as shown on Los Angeles County Assessor's Map No. 51, filed in Book 1, page 1, of Assessor Maps, in the office of the Registrar-Recorder/County Clerk of said county, and the centerline of VIA CANADA, as shown on said map, said intersection having California State Plane Coordinates, NAD 83, of N1732097, E6462408, said intersection also being a point in the boundary of Consolidated Sewer Maintenance District, as same existed on August 3, 2020; thence along said boundary the following courses and curves:

- (L1) South 73°45'00" East 194.56 feet,
- (L2) South 65°56'00" East 13.51 feet,
- (L3) SOUTH 483.56 feet,
- (L4) North 48°33'30" West 83.20 feet,
- (L5) South 41°26'30" West 67.47 feet to the southeasterly terminus of a non-tangent curve concave to the northeast and having a radius of 525.23 feet, a radial of said curve to said terminus bears South 41°26'30" West,
- (C6) northwesterly, along said curve, through a central angle of 18°08'45", an arc distance of 166.34 feet,
- (L7) South 77°32'06" West 166.83 feet,
- (L8) North 12°27'54" West 35.79 feet,
- (L9) South 59°19'00" West 306.24 feet to the southeasterly terminus of a non-tangent curve concave to the southwest and having a radius of 209 feet, a radial of said curve to said terminus bears North 59°19'00" East,
- (C10) northwesterly, along said curve, through a central angle of 27°58'04", an arc distance of 102.02 feet,
- (L11) North 58°39'04" West 100.26 feet to the beginning of a tangent curve concave to the south and having a radius of 135 feet,
- (C12) westerly, along said curve, through a central angle of 22°30'06", an arc distance of 53.02 feet, and
- (L13) North 8°50'50" East 100.70 feet to the northwesterly corner of Lot 106 of Tract No. 25376, as shown on map recorded in Book 651, pages 32 through 42, of Maps, in the office of said Registrar-Recorder/County Clerk; thence along the northwesterly and northerly boundaries of PARCEL 3, as described in deed to Zan Xiong Huang and Yi Shan Huang, recorded on March 4, 2016, as Document No. 20160239779, of Official Records, in the office of said Registrar-Recorder/County Clerk,
- (L14) North 33°49'57" East 119.47 feet and

- (L15) North 88°34'49" East 205.00 feet to the northwesterly line of Lot 112 of said tract; thence
- (L16) South 33°49'57" West 119.47 feet to the northeasterly corner of said Lot 106; thence
- (L17) South 13°55'15" West 51.26 feet to the northwesterly corner of Lot 107 of said tract; thence along the northerly line of said last-mentioned lot and its easterly prolongation,
- (L18) North 77°32'06" East 246.44 feet to the centerline of Crownview Drive, as shown on map of said tract; thence along said last-mentioned centerline,
- (L19) North 12°27'54" West 78.10 feet to the beginning of a tangent curve concave to the southeast and having a radius of 100 feet,
- (C20) northeasterly, along said curve, through a central angle of 104°34'09", an arc distance of 182.51 feet, and
- (L21) South 87°53'45" East 42.94 feet to its intersection with said centerline of PALOS VERDES DRIVE EAST, said intersection also being the southwesterly terminus of a non-tangent curve concave to the southeast and having a radius of 220 feet, a radial of said curve to said terminus bears North 75°49'06" West; thence along said last-mentioned centerline,
- (C22) northeasterly, along said curve, through a central angle of 29°28'36", an arc distance of 113.18 feet, and
- (L23) North 43°39'30" East 33.48 feet to the POINT OF BEGINNING.

Containing: 5.79± acres



APPROVED AS TO DESCRIPTION
Artal
LICENSED LAND SURVEYOR Los Angeles County Department of Public Works
Dated <u>AUG: 17, 2020</u>

#### ANNEXATION TO CONSOLIDATED SEWER MAINTENANCE DISTRICT (In the City of Rolling Hills)

#### Parcel 104-20

All that certain real property, situate in a portion of Rancho Los Palos Verdes, in the County of Los Angeles, State of California, lying within the following described boundaries:

BEGINNING at the intersection of the centerline of CHESTNUT LANE (private street), as said centerline is shown on map of Tract No. 24669, filed in Book 787, pages 33 and 34, of Maps, in the office of the Registrar-Recorder/County Clerk of said county, and the centerline of JOHNS CANYON ROAD (private street), as shown on said map, said intersection having California State Plane Coordinates, NAD 83, of N1736718, E6451704, said intersection also being an angle point in the boundary of Consolidated Sewer Maintenance District, as same existed on June 25, 2020, said intersection also being the northwesterly terminus of a curve concave to the northeast and having a radius of 350 feet, a radial of said curve to said point bears South 66°13'40" West; thence along said last-mentioned centerline and the centerline of JOHNS CANYON ROAD, as shown on map of Tract No. 23643, filed in Book 761, pages 46 and 47, of said Maps,

- (C1) southeasterly, along said curve, through a central angle of 76°23'30", an arc distance of 466.65 feet, to the easterly line of Lot 2 of said last-mentioned tract; thence along said easterly line,
- (L2) South 6°24'56" West 237.31 feet to said last-mentioned centerline; thence along the boundary of Parcels 242 and 243, as shown on Los Angeles County Assessor's Map No. 60, filed in Book 1, page 8, of Assessor's Maps, in the office of said Registrar-Recorder/County Clerk, the following courses and curves:
- (L3) North 79°45'10" West 18.80 feet to the northeasterly terminus of a tangent curve concave to the southeast and having a radius of 130 feet,
- (C4) southwesterly, along said curve, through a central angle of 101°23'50", an arc distance of 230.06 feet,
- (L5) South 1°09'00" East 120.44 feet to the northerly terminus of a tangent curve concave to the west and having a radius of 200 feet,
- (C6) southerly, along said curve, through a central angle of 32°10'10", an arc distance of 112.29 feet,
- (L7) South 31°01'10" West 67.52 feet to the northerly terminus of a tangent curve concave to the east and having a radius of 200 feet,
- (C8) southerly, along said curve, through a central angle of 51°08'30", an arc distance of 178.52 feet,
- (L9) South 69°52'40" West 30.00 feet, and
- (L10) North 34°56'00" West 220.00 feet to the southeasterly corner of Lot 2 of Tract No. 29408, as shown on map filed in Book 808, pages 27 through 29, of said Maps; thence along the generally southerly and westerly boundaries of said lastmentioned lot the following courses:

- (L11) North 79°41'28" West 428.34 feet,
- (L12) North 1°13'30" East 133.60 feet,
- (L13) North 88°30'00" West 173.85 feet,
- (L14) North 6°49'48" East 453.00 feet, and
- (L15) North 54°03'48" East 199.62 feet to the westerly prolongation of that certain line in the northerly boundary of Lot 1 of said last-mentioned tract bearing North 79°49'00" West; thence along said westerly prolongation and northerly boundary,
- (L16) South 79°49'00" East 67.41 feet and
- (L17) South 88°40'41" East 302.16 feet to the northeasterly corner of said lastmentioned lot; thence along said boundary of Consolidated Sewer Maintenance District,
- (L18) North 19°54'50" East 83.69 feet and
- (L19) North 66°13'40" East 30.00 feet to the POINT OF BEGINNING.

Containing: 14.05± acres



APPROVED AS TO DESCRIPTION
That
By
Los Angeles County Department of Public Works
Dated <u>AUG. 7</u> ,2020

#### ANNEXATION TO CONSOLIDATED SEWER MAINTENANCE DISTRICT (In the City of Rolling Hills Estates)

#### Parcel 105-20

All that certain real property situate in a portion of Rancho Los Palos Verdes, in the County of Los Angeles, State of California, lying within the following described boundaries:

Commencing at the intersection of the centerline of PACIFIC COAST HIGHWAY, as shown on map of Tract No. 61287, filed in Book 1385, pages 1 through 42, of Maps, in the office of the Registrar-Recorder/County Clerk of said county, and the centerline of NARBONNE AVENUE, as shown on said map, said intersection having California State Plane Coordinates, NAD 83, of N1745938, E6464437; thence along said last-mentioned centerline South 0° 20' 35" West 1486.76 feet to the centerline of PALOS VERDES DRIVE EAST as shown on said map; thence along said centerline of PALOS VERDES DRIVE EAST the following courses and curves: South 0° 20' 35" West 146.53 feet to the beginning of a curve concave to the northeast and having a radius of 111.27 feet, southeasterly along said curve through a central angel of 50°20'55", an arc distance of 97.78 feet to the beginning of a compound curve concave to the northeast and having a radius of 453.70 feet, southeasterly along said compound curve through a central angle of 12°34'40", an arc distance of 99.60 feet, South 62° 35' 00" East 20.57 feet to the beginning of a tangent curve concave to the southwest and having a radius of 249.98 feet, southeasterly along said last-mentioned curve through a central angle of 72°16'40", an arc distance of 315.35 feet, South 9° 41' 40" West 404.83 feet to the beginning of a tangent curve concave to the northwest and having a radius of 800.00 feet, southwesterly along said last-mentioned curve through a central angle of 25°21'10", an arc distance of 353.99 feet, South 35° 02' 50" West 324.35 feet to the beginning of a tangent curve concave to the northwest and having a radius of 500.22 feet, southwesterly along said last-mentioned curve through a central angle of 15°15'20", an arc distance of 133.19 feet, and South 50° 18' 1 0" West 3.78 feet to the centerline of "A" STREET (Private Street) as shown on said map; thence along said centerline of "A" STREET North 47° 11' 21" West 138.70 feet to the beginning of a tangent curve concave to the southwest and having a radius of 290.00 feet, and northwesterly along said last-mentioned curve through a central angle of 17°54'06", an arc distance of 90.61 feet to its intersection with the boundary of Consolidated Sewer Maintenance District, as same existed on January 28, 2021, said last-mentioned intersection being the TRUE POINT OF BEGINNING; thence along said boundary of Consolidated Sewer Maintenance District,

(L1) South 50° 18' 10" West 28.88 feet to the southeasterly terminus of a non-tangent curve concave to the southwest and having a radius of 136.00 feet in the northerly boundary of Lot F of said tract, a radial of said curve to said southeasterly terminus bears North 28° 50' 37" East ; thence along the boundary of said Lot F the the following curves and courses:

(C2) northwesterly along said non-tangent curve through a central angle of 16°36'42", an arc distance of 39.43 feet to the beginning of a compound curve concave to the south and having a radius of 76.00 feet,

- C3) westerly along said last-mentioned compound curve through a central angle of 10°56'22", an arc distance of 14.51 feet,
- (L4) North 88° 42' 27" West 103.21 feet to the beginning of a tangent curve concave to the southeast and having a radius of 39.00 feet,
- (C5) southwesterly along said last-mentioned curve through a central angle of 45°17'38", an arc distance of 30.83 feet to the beginning of a reverse curve concave to the northwest and having a radius of 236.00 feet,
- (C6) southwesterly along said reverse curve through a central angle of 29°18'24", an arc distance of 120.71 feet to the beginning of a reverse curve concave to the southeast and having a radius of 231.00 feet,
- (C7) southwesterly along said last-mentioned reverse curve through a central angle of 14°55'11", an arc distance of 60.15 feet,
- (L8) South 60° 23' 08" West 73.18 feet to the beginning of a tangent curve concave to the northwest and having a radius of 409.00 feet,
- (C9) southwesterly along said last-mentioned curve through a central angle of 32°37'51", an arc distance of 232.93 feet to the beginning of a reverse curve concave to the southeast and having a radius of 156.00 feet,
- (C10) southwesterly along said last-mentioned reverse curve through a central angle of 20°08'09", an arc distance of 54.82 feet to the beginning of a reverse curve concave to the north and having a radius of 52.00 feet,
- (C11) westerly along said last-mentioned reverse curve through a central angle of 54°16'09", an arc distance of 49.25 feet to the beginning of a reverse curve concave to the southwest and having a radius of 391.00 feet,
- (C12) westerly along said last-mentioned reverse curve through a central angle of 8°28'36", an arc distance of 57.85 feet,
- (L13) North 28° 40' 23" East 3.50 feet to the southeasterly terminus of a non-tangent curve concave to the southwest and having a radius of 394.50 feet, a radial of said curve to said terminus bears North 28° 40' 23" East,
- (C14) northwesterly along said last-mentioned non-tangent curve through a central angle of 5°11'21", an arc distance of 35.73 feet,
- (L15) North 23° 29' 02" East 0.50 feet to the southeasterly terminus of a non-tangent curve concave to the southwest and having a radius of 395.00 feet, a radial of said curve to said terminus bears North 23° 29' 02" East,
- (C16) northwesterly along said last-mentioned non-tangent curve through a central angle of 7°15'09", an arc distance of 50.00 feet to the beginning of a compound curve concave to the southwest and having a radius of 1447.00 feet,
- (C17) northwesterly along said last-mentioned compound curve through a central angle of 9°09'05", an arc distance of 231.12 feet to the beginning of a reverse curve concave to the northeast and having a radius of 480.00 feet,
- (C18) northwesterly along said last-mentioned reverse curve through a central angle of 25°44'23", an arc distance of 215.64 feet to the beginning of a compound curve concave to the northeast and having a radius of 153.00 feet,
- (C19) northwesterly along said last-mentioned compound curve through a central angle of 10°28'07", an arc distance of 27.95 feet,
- (L20) North 85° 27' 41" West 615.90 feet,
- (L21) North 88° 48' 40" West 686.26 feet,
- (L22) North 76° 33' 52" West 20.89 feet to the northerly terminus of a non-tangent curve concave to the east and having a radius of 30.00 feet, a radial of said curve to said terminus bears South 89° 01' 11" West,

- (C23) southerly along said last-mentioned curve through a central angle of 21°17'58", an arc distance of 11.15 feet to the beginning of a reverse curve concave to the west and having a radius of 25.00 feet,
- (C24) southerly along said last-mentioned reverse curve through a central angle of 76°24'50", an arc distance of 33.34 feet to the beginning of a reverse curve concave to the southeast and having a radius of 154.50 feet,
- (C25) southwesterly along said last-mentioned reverse curve through a central angle of 26°44'19", an arc distance of 72.10 feet to the beginning of a reverse curve concave to the northwest and having a radius of 70.00 feet,
- (C26) southwesterly along said last-mentioned reverse curve through a central angle of 49°27'05", an arc distance of 60.42 feet to the beginning of a reverse curve concave to the southeast and having a radius of 114.00 feet,
- (C27) southwesterly along said last-mentioned reverse curve through a central angle of 62°29'48", an arc distance of 124.35 feet to the beginning of a reverse curve concave to the northwest and having a radius of 86.00 feet,
- (C28) southwesterly along said last-mentioned reverse curve through a central angle of 41°47'01", an arc distance of 62.72 feet to the beginning of a reverse curve concave to the southeast and having a radius of 143.50 feet,
- (C29) southwesterly along said last-mentioned reverse curve through a central angle of 35°00'16", an arc distance of 87.67 feet to the beginning of a reverse curve concave to the northwest and having a radius of 111.00 feet,
- (C30) southwesterly along said last-mentioned reverse curve through a central angle of 42°49'36", an arc distance of 82.97 feet to the beginning of a reverse curve concave to the southeast and having a radius of 83.00 feet,
- (C31) southwesterly along said last-mentioned reverse curve through a central angle of 45°36'13", an arc distance of 66.06 feet to the beginning of a reverse curve concave to the northwest and having a radius of 17.00 feet,
- (C32) southwesterly along said last-mentioned reverse curve through a central angle of 80°25'24", an arc distance of 23.86 feet, and
- (L33) North 81° 13' 27" West 63.00 feet to the southeasterly corner of Lot 36 of said tract; thence along the southerly line of said Lot 36,
- (L34) North 79° 23' 49" West 100.96 feet to the beginning of a tangent curve concave to the south and having a radius of 178.00 feet in the northerly boundary of LOT E of said tract; thence along said northerly boundary the following curves:
- (C35) westerly along said last-mentioned curve through a central angle of 10°38'59", an arc distance of 33.09 feet to the beginning of a reverse curve concave to the north and having a radius of 76.50 feet,
- (C36) westerly along said last-mentioned reverse curve through a central angle of 28°49'52", an arc distance of 38.49 feet to the beginning of a reverse curve concave to the south and having a radius of 126.00 feet, and
- (C37) westerly along said last-mentioned reverse curve through a central angle of 29°01'25", an arc distance of 63.83 feet to the beginning of a reverse curve concave to the northeast and having a radius of 22.00 feet in the southwesterly boundary of Lot 37 of said tract; thence
- (C38) northwesterly along said last-mentioned reverse curve through a central angle of 119°06'00", an arc distance of 45.73 feet to the easterly boundary of LOT D of said tract; thence along said easterly boundary the following courses and curves:
- (L39) North 28° 51' 39" East 26.55 feet,
- (L40) North 20° 02' 25" East 24.73 feet to the beginning of a tangent curve concave to the west and having radius of 138.00 feet,

- (C41) northerly along said last-mentioned curve through a central angle of 36°56'08", an arc distance of 88.96 feet to the beginning of a reverse curve concave to the east and having a radius of 80.00 feet,
- (C42) northerly along said last-mentioned reverse curve through a central angle of 48°16'56", an arc distance of 67.41 feet to the beginning of a reverse curve concave to the west and having a radius of 150.00 feet,
- (C43) northerly along said last-mentioned reverse curve through a central angle of 26°31'21", an arc distance of 69.44 feet,
- (L44) North 4° 51' 52" East 187.42 feet,
- (L45) North 2° 33' 04" East 118.58 feet,
- (L46) North 1° 05' 02" West 78.43 feet,
- (L47) North 2° 36' 38" West 62.44 feet to the beginning of a tangent curve concave to the west and having a radius of 50.00 feet,
- (C48) northerly along said last-mentioned curve through a central angle of 17°56'34", an arc distance of 15.66 feet to the beginning of a reverse curve concave to the east and having a radius of 85.00 feet,
- (C49) northerly along said last-mentioned reverse curve through a central angle of 14°47'21", an arc distance of 21.94 feet,
- (L50) North 5° 45' 51" West 103.42 feet,
- (L51) North 4° 20' 21" West 57.64 feet,
- (L52) North 2° 41' 48" West 57.69 feet,
- (L53) North 7° 19' 30" West 21.80 feet,
- (L54) North 18° 10' 06" East 26.60 feet to the beginning of a tangent curve concave to the west and having a radius of 15.00 feet,
- (C55) northerly along said last-mentioned curve through a central angle of 25°24'27", an arc distance of 6.65 feet to the beginning of a compound curve concave to the west and having a radius of 375.00 feet, and
- (C56) northerly along said last-mentioned compound curve through a central angle of 23°13'32", an arc distance of 152.01 feet to the boundary of said tract; thence along said last-mentioned boundary the following courses and curve:
- (L57) South 61° 09' 13" East 164.82 feet,
- (L58) North 39° 46' 56" East 205.73 feet,
- (L59) North 0° 22' 49" East 412.72 feet,
- (L60) North 89° 36' 55" West 95.71 feet,
- (L61) North 0° 11' 58" East 137.10 feet,
- (L62) North 26° 33' 27" East 141.12 feet,
- (L63) North 89° 58' 55" East 56.85 feet,
- (L64) North 0° 01' 05" West 126.05 feet,
- (L65) North 89° 37' 03" East 332.44 feet to the westerly terminus of a non-tangent curve concave to the northeast and having a radius of 239.00 ft, a radial of said curve to said curve to said last-mentioned terminus bears South 25° 42' 44" West,
- (C66) southeasterly along said last-mentioned curve through a central angle of 26°23'55", an arc distance of 110.12 feet, and
- (L67) North 87° 51' 39" East 432.38 feet to the northwesterly corner of LOT B of said tract; thence along the boundary of said LOT B the following courses and curves:
- (L68) South 2° 08' 08" East 32.28 feet,
- (L69) South 21° 18' 37" East 27.61 feet to the northerly terminus of a non-tangent curve concave to the west and having a radius of 309.29 feet, a radial of said curve to said curve to said last-mentioned terminus bears North 70° 14' 37" East,

- (C70) southerly along said last-mentioned curve through a central angle of 24°55'14", an arc distance of 134.52 feet to the beginning of a compound curve concave to the west and having a radius of 99.79 feet,
- (C71) southerly along said last-mentioned compound curve through a central angle of 30°26'07", an arc distance of 53.01 feet to the beginning of a reverse curve concave to the southeast and having a radius of 1574.35 feet,
- (C72) southwesterly along said last-mentioned reverse curve through a central angle of 2°10'55", an arc distance of 59.96 feet to the beginning of a compound curve concave to the southeast and having a radius of 93.19 feet,
- (C73) southwesterly along said last-mentioned compound curve through a central angle of 27°16'33, an arc distance of 44.36 feet,
- (L74) South 6° 02' 19" West 12.50 feet to the northerly terminus of a non-tangent curve concave to the east and having a radius of 3916.29 feet, a radial of said curve to said curve to said last-mentioned terminus bears North 83° 34' 37" West,
- (C75) southerly along said last-mentioned curve through a central angle of 5°18'34", an arc distance of 362.91 feet,
- (L76) South 0° 14' 49" West 52.84 feet to the northeasterly terminus of a non-tangent curve concave to the northwest and having a radius of 35.10 feet, a radial of said curve to said curve to said last-mentioned terminus bears North 86° 06' 17" East,
- (C77) southwesterly along said last-mentioned curve through a central angle of 88°47'06", an arc distance of 54.38 feet,
- (L78) South 79° 20' 30" West 93.98 feet to the easterly terminus of a non-tangent curve concave to the northeast and having a radius of 108.25 feet, a radial of said curve to said last-mentioned terminus bears South 9° 48' 46" East,
- (C79) westerly along said last-mentioned curve through a central angle of 44°57'45", an arc distance of 84.95 feet,
- (L80) North 54° 51' 01" West 51.11 feet to the northeasterly terminus of a non-tangent curve concave to the northwest and having a radius of 148.53 feet, a radial of said curve to said curve to said last-mentioned terminus bears South 49° 04' 44" East,
- (C81) southwesterly along said last-mentioned curve through a central angle of 31°45'48, an arc distance of 82.34 feet,
- (L82) South 72° 29' 55" West 20.35 feet,
- (L83) South 77° 34' 19" West 72.09 feet,
- (L84) North 88° 20' 58" West 72.79 feet,
- (L85) South 65° 13' 25" West 57.19 feet,
- (L86) North 53° 03' 26" West 21.01 feet,
- (L87) South 38° 18' 51" West 24.05 feet,
- (L88) South 54° 12' 06" East 28.63 feet,
- (L89) South 36° 12' 43" East 67.19 feet,
- (L90) South 41° 18' 27" East 65.69 feet,
- (L91) North 88° 45' 27" East 119.46 feet,
- (L92) North 86° 46' 05" East 45.00 feet,
- (L93) South 40° 35' 23" East 56.61 feet,
- (L94) North 86° 46' 06" East 393.20 feet,
- (L95) South 83° 20' 15" East 963.28 feet,
- (L96) South 19° 42' 02" East 145.97 feet,
- (L97) South 70° 09' 21" East 44.97 feet,
- (L98) North 68° 12' 38" East 98.57 feet,
- (L99) South 68° 47' 30" East 182.05 feet,

- (L100)North 20° 20' 04" East 39.26 feet,
- (L101) South 68° 45' 41" East 179.68 feet, and
- (L102)EAST 31.68 feet to the easterly boundary of LOT C of said tract; thence along the boundary of said LOT C the following courses:
- (L103)SOUTH 26.90 feet,
- (L104) South 89° 54' 10" East 69.05 feet,
- (L105) South 44° 51' 37" East 182.73 feet,
- (L106) South 84° 56' 59" East 169.56 feet,
- (L107) South 56° 09' 53" East 78.87 feet,
- (L108) South 30° 58' 33" East 49.47 feet,
- (L109) South 14° 55' 06" East 54.09 feet,
- (L110) South 54° 28' 31" East 24.33 feet,
- (L111)North 80° 20' 03" East 58.17 feet, and
- (L112)South 88° 24' 30" East 64.78 feet to the easterly line of LOT 115 of said tract; thence along said easterly line,
- (L113) SOUTH 101.95 feet to the northeasterly terminus of a non-tangent curve concave to the northwest and having a radius of 276.15 feet in said boundary of Consolidated Sewer Maintenance District, a radial of said curve to said terminus bears North 40° 23' 53" West ; thence along said boundary of Consolidated Sewer Maintenance District,
- (C114) southwesterly along said last-mentioned non-tangent curve through a central angle of 0°42'03", an arc distance of 3.38 feet, and
- (L115) South 50° 18' 10" West 47.41 feet to the TRUE POINT OF BEGINNING.

Containing: 69.86± acres

For assessment purposes only. This description of land is not a legal property description as defined in the Subdivision Map Act and may not be used as the basis for an offer for sale of the land described.



APPROVED AS TO DESCRIPTION
ATTA NO
By
LICENSED LAND SURVEYOR Los Angeles County Department of Public Works
Dated FEB, 8, 2021

#### RA W:\RWE\Unit 3 (Flood Info Services & Special Districts)\Ray Avancena\CSMD\Parcel 105-20\Legal,Map & Calc-REVISED\Parcel 105-20 legal description-FINAL.doc

#### ANNEXATION TO CONSOLIDATED SEWER MAINTENANCE DISTRICT (In the City of San Dimas)

#### Parcel 201-20

All that certain real property, situate in a portion of Section 4, Township 1 South, Range 9 West, of the Rancho San Jose and the Rancho Addition to San Jose, in the County of Los Angeles, State of California, lying within the following described boundaries:

Commencing at the intersection of the centerline of ST. GEORGE DRIVE, as shown on map of Tract No. 60865, filed in Book 1368, pages 37, 38, and 39, of Maps, in the office of the Registrar-Recorder/County Clerk of said county, and the centerline of LONE HILL AVENUE, as said centerline is shown on said map, said intersection having California State Plane Coordinates, NAD 83, of N1861976, E6613617, said intersection also being the southerly terminus of a curve concave to the west and having a radius of 1000 feet, a radial of said curve to said southerly terminus bears South 74°02'21" East; thence northerly along said last-mentioned centerline and said curve, through a central angle of 9° 21' 54", an arc distance of 163.45 feet to their intersection with the easterly prolongation of the southerly line of Lot C of said tract, said last-mentioned intersection being an angle point in the boundary of Consolidated Sewer Maintenance District as same existed on May 21, 2020, said angle point also being the TRUE POINT OF BEGINNING; thence along said boundary the following courses and curve:

- (L1) North 89° 59' 01" West 543.50 feet,
- (L2) South 55° 39' 16" West 292.55 feet,
- (L3) South 89° 59' 31" West 160.29 feet,
- (L4) North 0° 01' 56" West 324.33 feet,
- (L5) South 89° 59' 40" East 129.00 feet,
- (L6) North 76° 24' 10" East 127.56 feet,
- (L7) North 0° 01' 56" West 102.00 feet,
- (L8) South 89° 59' 40" East 110.00 feet,

- (L9) North 51° 20' 20" East 180.00 feet,
- (L10) North 78° 15' 20" East 389.51 feet,
- (L11) South 17° 17' 28" East 74.37 feet to northerly terminus of said curve, and
- (C12) southerly, along said curve, through a central angle of 23°53'14", an arc distance of 416.91 feet to the TRUE POINT OF BEGINNING.

Containing: 8.32± acres

For assessment purposes only. This description of land is not a legal property description as defined in the Subdivision Map Act and may not be used as the basis for an offer for sale of the land described.





RA:W:\RWE\Unit 3 (Flood Info Services & Special Districts)\Ray Avancena\CSMD\Parcel 201-20\legal description Proj 201-20.docx

#### ANNEXATION TO CONSOLIDATED SEWER MAINTENANCE DISTRICT (In the City of Diamond Bar)

### Parcel 202-20

All that certain real property, situate in a portion of Sections 8 and 17, Township 2 South, Range 9 West, S.B.M., in the County of Los Angeles, State of California, lying within the following described boundaries:

BEGINNING at the intersection of the centerline of LEMON AVENUE, as said centerline is shown on map of Tract No. 32554, filed in Book 951, pages 98 through 100, of Maps, in the office of the Registrar-Recorder/County Clerk of said county, and the centerline of LYCOMING STREET, as shown on said map, said intersection having California State Plane Coordinates, NAD 83, of N1823469, E6605535, said intersection also being an angle point in the boundary of Consolidated Sewer Maintenance District, as same existed on September 8, 2020; thence along said boundary,

- (L1) North 89°59'55" East 1679.80 feet and
- (L2) North 0°04'55" West 1072.50 feet to the southeasterly sideline of the Los Angeles & Salt Lake Railroad Right-of-Way, 100 feet wide, as shown on Parcel Map No. 158, filed in Book 131, pages 40 through 43, of Parcel Maps, in said office of the Registrar-Recorder/County Clerk; thence along said southeasterly sideline,
- (L3) South 61°10'58" West 1915.88 feet to said centerline of LEMON AVENUE; thence along said boundary of Consolidated Sewer Maintenance District,
- (L4) South 0°08'10" East 149.05 feet to the POINT OF BEGINNING.

Containing: 23.56± acres



APPROVED AS TO DESCRIPTION
ATTANA DA
By_///////
LICENSED LAND SURVEYOR
Los Angeles County Department of Public Works
Dated SEPT, 16 , 2020

## ANNEXATION TO CONSOLIDATED SEWER MAINTENANCE DISTRICT (In the City of Duarte)

#### Parcel 203-20

All that certain real property, situate in a portion of Rancho Azusa (Duarte), in the County of Los Angeles, State of California, lying within the following described boundaries:

BEGINNING at the intersection of the northerly prolongation of the easterly line of Tract No. 20077, as shown on map recorded in Book 589, pages 61 through 63, of Maps, in the office of the Registrar-Recorder/County Clerk of said county, and the centerline of DUARTE ROAD, as said centerline is shown on said map, said intersection having California State Plane Coordinates, NAD 83, of N1870542, E6569116, said intersection also being a point in the boundary of Consolidated Sewer Maintenance District, as same existed on September 8, 2020; thence along said centerline,

- (L1) North 89°43'55" East 150.00 feet to the northerly prolongation of that certain course having a bearing and distance of North 0°04'51" East 197.00 feet in the generally westerly boundary of that subdivision shown on Parcel Map No. 13322, filed in Book 133, pages 18 through 23, of Parcel Maps, in said office of the Registrar-Recorder/County Clerk; thence along said northerly prolongation and generally westerly boundary the following courses:
- (L2) South 0°04'51" West 270.00 feet,
- (L3) North 89°43'55" East 20.88 feet,
- (L4) South 0°04'08" West 293.19 feet,
- (L5) North 89°43'55" East 165.18 feet,
- (L6) South 0°16'05" East 104.82 feet,
- (L7) North 89°43'55" East 1.29 feet,
- (L8) South 0°16'05" East 90.46 feet,
- (L9) North 89°43'55" East 11.63 feet, and
- (L10) South 1°40'57" West 320.19 feet to the easterly prolongation of the northerly line of PARCEL 1, as described in deed to City of Hope, recorded on January 4, 2012, as Document No. 20120005845, of Official Records, in said office of the Registrar-Recorder/County Clerk; thence
- (L11) South 89°43'55" West 180.10 feet to the northwesterly corner of said PARCEL 1; thence
- (L12) South 1°40'57" West 100.06 feet to the southwesterly corner of said PARCEL 1; thence through the southeasterly corner of said PARCEL 1,

- (L13) North 89°43'55" East 180.10 feet to said generally westerly boundary; thence along said generally westerly boundary,
- (L14) South 1°40'57" West 140.96 feet and
- (L15) South 89°42'22" West 334.55 feet to said easterly line of Tract No. 20077; thence along said boundary of Consolidated Sewer Maintenance District,
- (L16) North 0°04'51" East 1319.51 feet to the POINT OF BEGINNING.

### Containing: 7.59± acres



APPROVED AS TO DESCRIPTION
ADDALI
By ////////
LICENSED LAND SURVEYOR
Los Angeles County Department of Public Works
Dated <u>OCT.</u> , <u>2020</u>

#### ANNEXATION TO CONSOLIDATED SEWER MAINTENANCE DISTRICT (In the City of Diamond Bar)

#### Parcel 204-20

All that certain real property, situate in a portion of Section 17, Township 2 South, Range 9 West, S.B.M., in the County of Los Angeles, State of California, lying within the following described boundaries:

COMMENCING at the southwest corner of said Section 17, said corner having California State Plane Coordinates, NAD 83, of N1818907, E6605556, said corner also being an angle point in the boundary of Consolidated Sewer Maintenance District, as same existed on December 3, 2020; thence along said boundary,

South 89°51'15" East 840.00 feet to the southeasterly corner of Lot 23 of Tract No. 30893, as shown on map filed in Book 954, pages 16 through 19, of Maps, in the office of the Registrar-Recorder/County Clerk of said county, said corner also being the TRUE POINT OF BEGINNING; thence continuing along said boundary the following courses and curves:

- (L1) North 22°51'58" East 710.00 feet,
- (L2) North 0°18'36" West 55.68 feet,
- (L3) North 17°16'06" West 279.60 feet,
- (L4) North 10°05'54" East 247.47 feet,
- (L5) North 84°51'49" East 146.62 feet,
- (L6) South 75°08'11" East 175.00 feet,
- (L7) North 73°53'22" East 482.28 feet,
- (L8) South 9°50'24" East 297.38 feet,
- (L9) South 58°12'24" East 31.73 feet,
- (L10) South 26°01'10" East 39.94 feet,
- (L11) South 16°26'39" East 41.43 feet,
- (L12) South 10°46'10" East 22.48 feet,
- (L13) South 14°13'12" East 26.62 feet,
- (L14) South 17°05'54" East 27.70 feet,
- (L15) South 18°38'38" East 34.09 feet,
- (L16) South 22°10'46" East 29.09 feet,
- (L17) South 29°38'15" East 19.28 feet,
- (L18) South 40°39'16" East 28.40 feet,
- (L19) North 65°10'59" East 49.02 feet,
- (L20) North 76°55'46" East 64.54 feet,
- (L21) South 24°49'53" East 219.40 feet,
- (L22) South 64°48'45" West 17.94 feet,
- (L23) South 24°21'10" East 49.79 feet to the beginning of a tangent curve concave to the west and having a radius of 170 feet,
- (C24) southerly, along said curve, through a central angle of 4°52'51", an arc distance of 14.48 feet,
- (L25) South 41°01'44" East 7.39 feet,

- (L26) South 18°40'50" East 16.11 feet,
- (L27) South 7°37'01" East 16.49 feet,
- (L28) South 4°29'30" East 16.24 feet,
- (L29) South 2°00'12" East 7.97 feet,
- (L30) South 3°04'00" West 24.48 feet,
- (L31) South 11°40'31" West 15.22 feet,
- (L32) South 36°04'17" West 3.54 feet,
- (L33) South 5°09'17" West 31.28 feet to the beginning of a tangent curve concave to the northeast and having a radius of 17 feet,
- (C34) southeasterly, along said curve, through a central angle of 65°15'32", an arc distance of 19.36 feet to the beginning of a reverse curve concave to the west and having a radius of 63 feet,
- (C35) southerly, along said curve, through a central angle of 82°26'51", an arc distance of 90.66 feet,
- (L36) South 23°40'51" East 86.66 feet to the beginning of a tangent curve concave to the northeast and having a radius of 318 feet,
- (C37) southeasterly, along said curve, through a central angle of 34°50'28", an arc distance of 193.37 feet, and
- (L38) South 20°52'08" East 93.03 feet to the south line of said Section 17; thence
- (L39) North 89°51'15" West 1632.20 feet to the TRUE POINT OF BEGINNING.

Containing: 32.34± acres



APPR	OVED AS TO DESCRIPTION
By	Mtela
Los Angele	LICENSED LAND SURVEYOR es County Department of Public Works
LUS Angele	

#### ANNEXATION TO CONSOLIDATED SEWER MAINTENANCE DISTRICT (In the Vicinity of Altadena)

### Parcel 205-20

All that certain real property, situate in a portion of Rancho San Pascual (Garfias), in the County of Los Angeles, State of California, lying within the following described boundaries:

BEGINNING at the intersection of the centerline of MENDOCINO STREET, as shown on map of Tract No. 13666, recorded in Book 275, pages 29 and 30, of Maps, in the office of the Registrar-Recorder/County Clerk of said county, and the northerly prolongation of the westerly line of Lot 105 of said tract, said intersection having California State Plane Coordinates, NAD 83, of N1890048, E6526049, said intersection also being an angle point in the boundary of Consolidated Sewer Maintenance District, as same existed on October 26, 2020; thence along said boundary,

- (L1) South 11°00'31" East 95.48 feet to the southeasterly corner of that certain parcel of land described in deed to Ruth Judkins, recorded on October 27, 2014, as Document No. 20141131864, of Official Records, in said office of the Registrar-Recorder/County Clerk; thence along the southerly line of said parcel,
- (L2) South 87°10'59" West 182.31 feet to a point on the easterly boundary of Parcel 1, as described in deed to Deborah Slavin, recorded on February 11, 2016, as Document No. 20160154188, of said Official Records, said point being the northerly terminus of a non-tangent curve concave easterly and having a radius of 250 feet, a radial of said curve to said point bears South 84°01'13" West; thence along the easterly and southeasterly boundaries of said Parcel 1,
- (C3) southerly, along said curve, through a central angle of 20°08'18", an arc distance of 87.87 feet, and
- (L4) South 63°52'55" West 43.07 feet to the southwesterly boundary of said Parcel 1; thence along said boundary of Consolidated Sewer Maintenance District the following courses:
- (L5) North 26°12'15" West 173.96 feet,
- (L6) North 0°05'45" East 50.00 feet, and
- (L7) South 89°54'15" East 255.09 feet to the POINT OF BEGINNING.

Containing: 30,747± square feet



#### ANNEXATION TO CONSOLIDATED SEWER MAINTENANCE DISTRICT (In the City of San Dimas)

#### Parcel 206-20

All that certain real property, situate in a portion of Rancho San Jose, in the County of Los Angeles, State of California, lying within the following described boundaries:

BEGINNING at the intersection of the centerline of PUDDINGSTONE DRIVE, as shown on map of Tract No. 30704, filed in Book 834, pages 90 through 92, of Maps, in the office of the Registrar-Recorder/County Clerk of said county, and the northwesterly prolongation of that certain course having a bearing and length of North 56°36'28" West 38.52 feet in the southwesterly boundary of said last-mentioned tract, said intersection having California State Plane Coordinates, NAD 83, of N1857513, E6619781, said intersection also being an angle point in the boundary of Consolidated Sewer Maintenance District, as same existed on January 6, 2021; thence along said boundary,

- (L1) South 56°36'28" East 103.72 feet,
- (L2) South 77°44'24" East 93.15 feet,
- (L3) North 72°08'25" East 34.71 feet,
- (L4) South 4°33'00" West 67.75 feet,
- (L5) North 82°59'15" East 143.31 feet,
- (L6) South 9°10'17" West 80.00 feet, and
- (L7) South 44°56'41" West 54.89 feet to the generally southerly boundary of that subdivision shown on Parcel Map No. 14865, filed in Book 223, pages 55 and 56, of Parcel Maps, in the office of said Registrar-Recorder/County Clerk; thence along said generally southerly boundary,
- (L8) North 82°35'16" West 46.47 feet and
- (L9) North 7°24'44" East 60.58 feet to the centerline of CANNON AVENUE, as shown on map of Tract No. 1796, recorded in Book 22, pages 38 and 39, of said Maps; thence along said centerline,
- (L10) North 85°27'00" West 190.16 feet to the beginning of a tangent curve concave to the south and having a radius of 264.68 feet,
- (C11) westerly, along said curve, through a central angle of 12°56'00", an arc distance of 59.75 feet,
- (L12) South 81°37'00" West 44.52 feet to the beginning of a tangent curve concave to the south and having a radius of 324.35 feet, and
- (C13) westerly, along said curve, through a central angle of 12°38'09", an arc distance of 71.53 feet to a point on said centerline of PUDDINGSTONE DRIVE, said point being the southwesterly terminus of a non-tangent curve concave to the

southeast and having a radius of 260 feet, a radial of said curve to said point bears North 79°36'59" West; thence along said centerline,

- (C14) northeasterly, along said curve, through a central angle of 28°38'47", an arc distance of 129.99 feet,
- (L15) North 39°01'48" East 74.97 feet to the beginning of a tangent curve concave to the northwest and having a radius of 300 feet, and
- (C16) northeasterly, along said curve, through a central angle of 1°04'53", an arc distance of 5.66 feet to the POINT OF BEGINNING.

Containing: 0.96± acres



APPROVED AS TO	DESCRIPTION
Martil	21
By By	an
	ND SURVEYOR
os Angeles County Depar	tment of Public Works
Dated JAN, 21	1503,

# EXHIBIT "A"

# LEGAL DESCRIPTION:

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

THAT PORTION OF LOT "E" OF GRIDER AND HAMILTON'S FLORAL PARK, IN THE CITY OF LOS ANGELES, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 10 PAGE(S) 13 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHERLY LINE OF SAID LOT "'E" DISTANT THEREON SOUTH 89° 53' 33' EAST 415.60 FEET FROM THE SOUTHWESTERLY CORNER OF SAID LOT "E";

THENCE (1) NORTH 0'07'04" EAST, 10.00 FEET TO THE TRUE POINT OF BEGINNING;

THENCE (2) SOUTH 89°52'56" EAST, 456.61 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY, SAID CURVE HAS A RADIUS OF 20.00 FEET;

THENCE (3) NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 89'33'45" AN ARC DISTANCE OF 31.26 FEET TO A POINT;

THENCE (4) NORTH 0°33'19" EAST, 246.92 FEET TO A POINT;

THENCE (5) NORTH 89'27'18" WEST, 478.51 FEET TO A POINT;

ras

CREATIVITY BEYOND ENGINEE

THENCE (6) SOUTH 0'07'04" WEST, 270.33 FEET TO THE TRUE POINT OF BEGINNING;

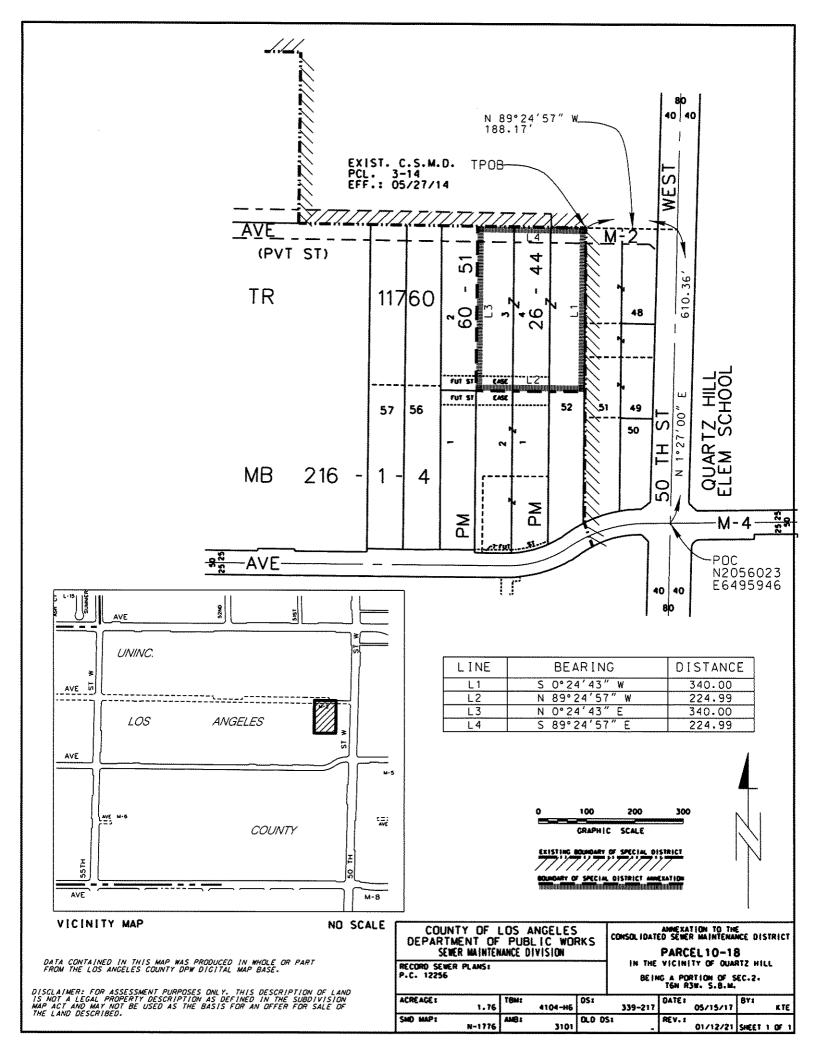
R.A.SMITH, INC. ASSUMES NO RESPONSIBILITY FOR DAMAGES, LIABILITY OR COSTS RESULTING FROM CHANGES OR ALTERATIONS MADE TO THIS PLAN WITHOUT THE EXPRESSED WRITTEN CONSENT OF R.A.SMITH, INC.

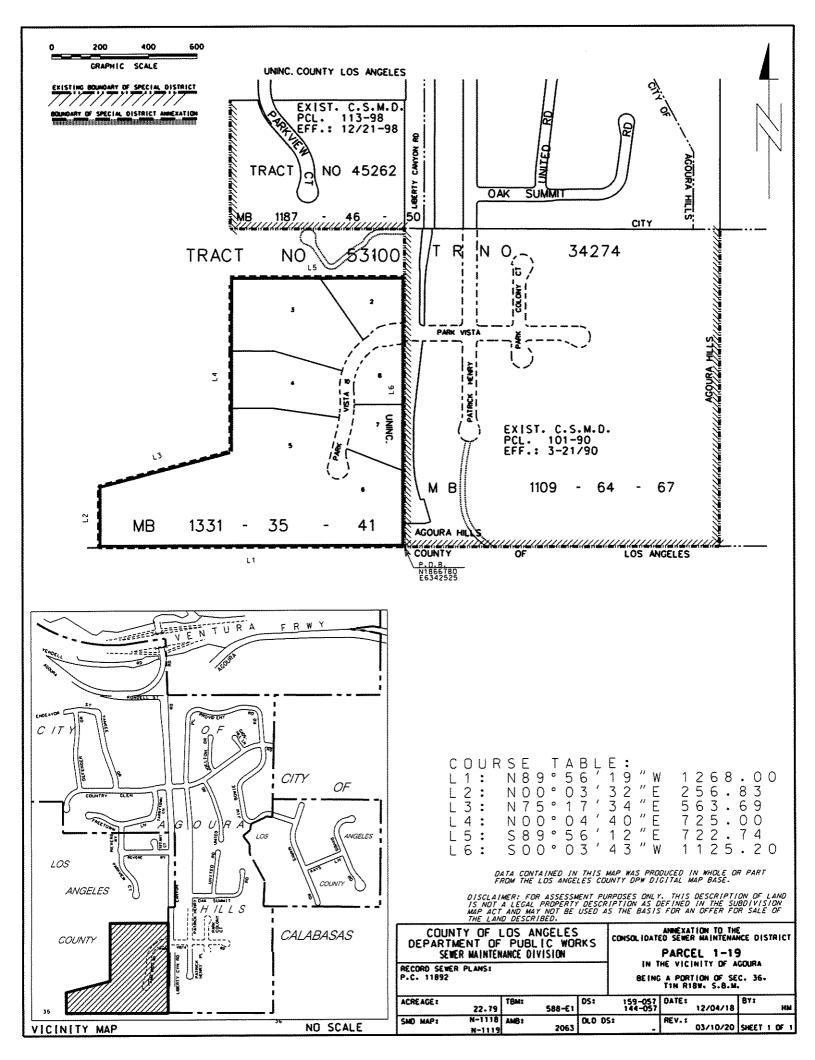
	8881 Research Dríve	4671 WORTH STREET (Parcel 201-21) LOS ANGELES, CALIFORNIA 90063	© COPYRIGHT 2018 R.A. SMITH. Inc. DATE: 04/17/2018 SCALE: N.T.S.
<b>h</b>	Irvine, CA 92618-4236 (949) 872-2378 rasmith.com	PRELIMINARY LEGAL DESCRIPTION EXHIBIT "A"	JOB ND. 3160057 PROJECT MANAGER: SAMUEL J. JACOBY SHEET NUMBER 1

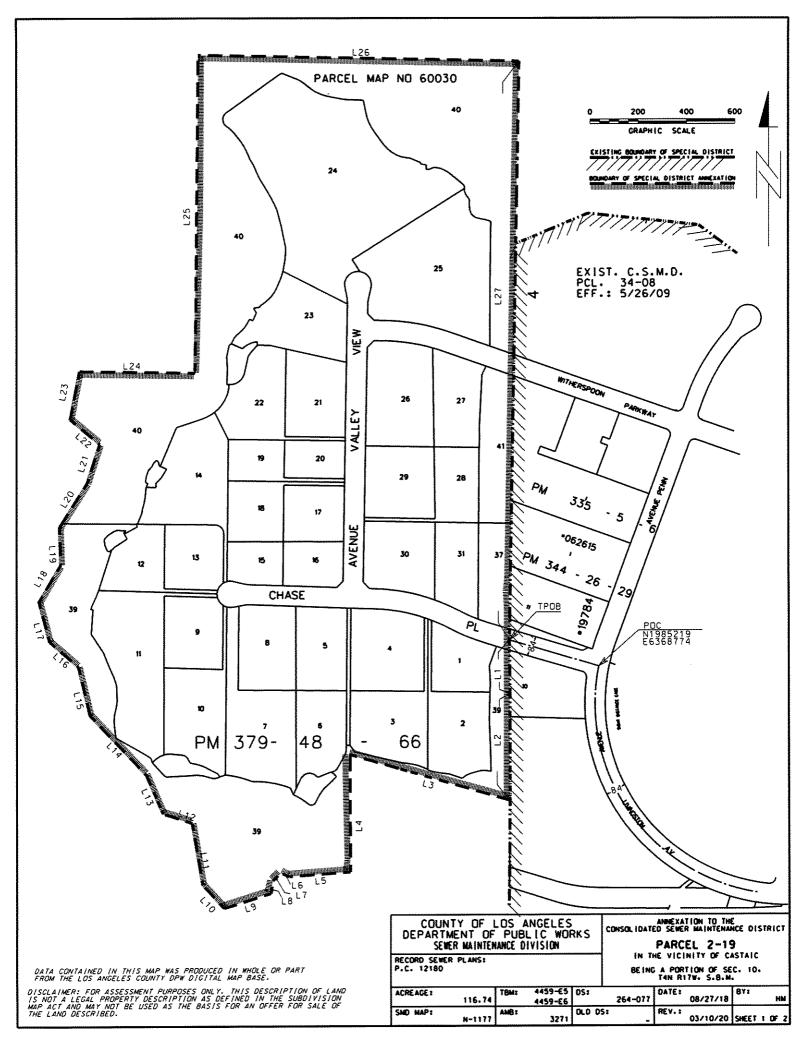
# EXHIBIT A

## LEGAL DESCRIPTION OF LAND

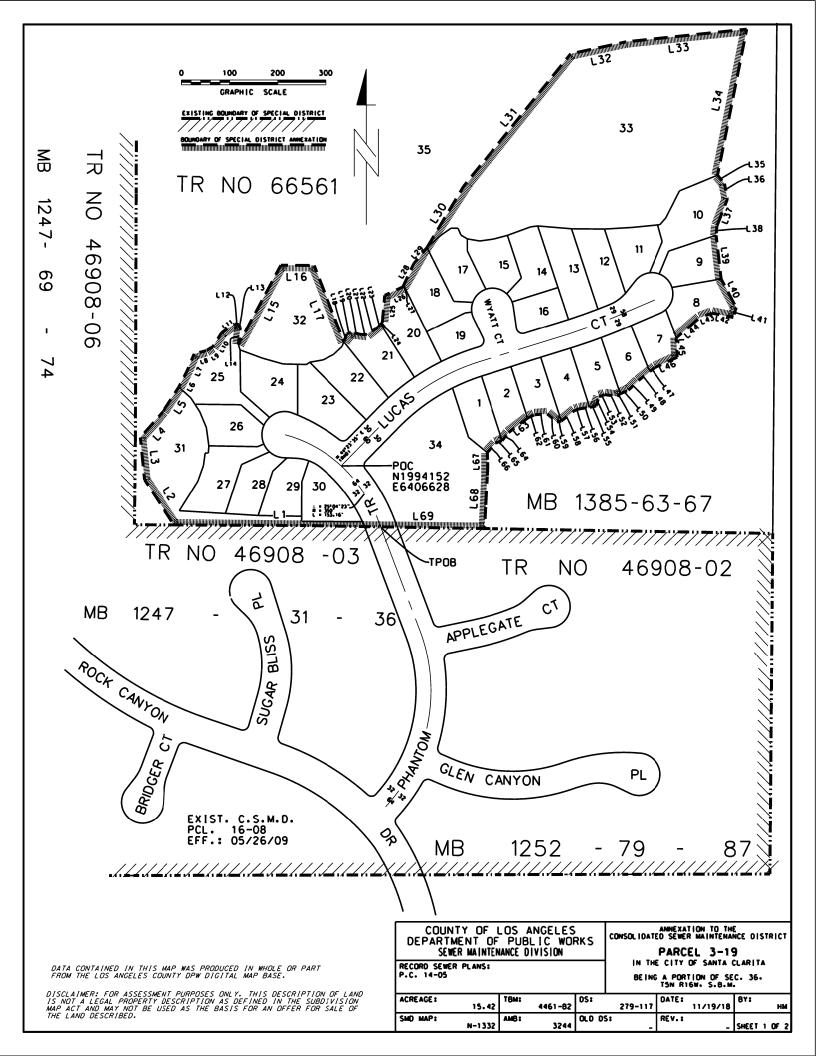
[see attached]







VICINITY MAP	NO SCALE
COURSE TABLE: L1: SOO° 32' 35"W 225.33 L2: SOO° 31' 23"W 445.08 L3: N74° 11' 06"W 685.92 L4: SO° O7' 03"E 489.03 L5: S85° 44' 20"W 254.34 L6: N66° 47' 31"W 38.22 L7: S45° 01' 13"W 46.14 L8: S8° 08' 45"W 53.23 L9: S72° 29' 31"W 203.24 L10: N42° 15' 58"W 130.98	L22: N50°00′06″W 159.09 L23: N10°51′52″E 205.36 L24: S89°14′46″E 477.85 L25: N0°36′00″E 1323.59 L26: S89°09′06″E 1316.77 L27: S0°32′35″W 2417.12
L11: N9°38'24"W 262.57 L12: N72°04'02"W 126.95 L13: N23°15'18"W 176.79 L14: N43°04'29"W 340.00 L15: N13°25'19"W 207.00 L16: N48°32'37"W 159.68 L17: N14°38'40"W 174.20 L18: N30°27'09"W 179.12 L19: N2°03'45"W 156.83 L20: N32°07'21"E 218.32 L21: N17°38'04"E 168.72 L22: N50°00'06"W 159.09	DATA CONTAINED IN THIS MAP WAS PRODUCED IN WHOLE OR PART FROM THE LOS ANGELES COUNTY DPW DIGITAL MAP BASE. DISCLAIMER: FOR ASSESSMENT PURPOSES ONLY. THIS DESCRIPTION OF LAND IS NOT A LEGAL PROPERTY DESCRIPTION AS DEFINED IN THE SUBDIVISION MAP ACT AND MAY NOT BE USED AS THE BASIS FOR AN OFFER FOR SUBDIVISION THE LAND DESCRIBED. COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS SEVER MAINTENANCE DIVISION RECORD SEVER PLANS: P.C. 12180 RECORD SEVER PLANS: P.C. 12180 ACREAGE: 116.74 TBM: 4459-E5 OS: 264-077 DATE: 08/27/18 BY3 N-1177 3271 OLD DS: REV.: 03/10/20 SHEET 2 OF 3



		DISTANCE
	BEARING N 89°42'54" W	DISTANCE 430.81
L2	N 34°20'48" W	113.29
L3	N 5*42'48" W	88.23
L4 L5	N 41*34'46" E N 33*05'31" E	72.30
L5	N 28*32'41" E	60.53 38.09
L7	N 22*25'06" E	37.56
L8	N 74*51'13" E	26.26
L9 L10	N 58°24'49" E N 31°49'23" E	16.32 33.87
L11	N 58*05'50" E	34.71
L12	S 76º 48' 00" E	8.61
L13 L14	S 22°51'16" E S 6°31'43" W	7.36
L14	N 28°02'58 E	<u>35.33</u> 187.58
L16	S 89º 43' 15" E	69.19
L17	S 18*56'33" E	170.09
L18 L19	N 20°44'20" E N 66°57'20" E	17.07 9.46
L20	S 77*36'07" E	22.01
L21	N 88*55'56" E	11.55
L22	N 56°38'31" E N 42°01'08" E	27.39
L23 L24	N 39*04'22" E	<u>8.76</u> 5.43
L25	N 5*02'55" E	56.54
L26	N 65*16'21" E	41.53
L27 L28	N 23°33'56" E N 25°16'36" E	3.84 50.02
L28	N 39*25'56" E	42.75
L30	N 30*53'16" E	148.26
L31	N 38*56'46" E	355.90
L 32 L 33	N 77°50'15" E N 84°02'26" E	<u>118.57</u> 252.68
L34	S 11º15'19" W	310.98
L 35	S 39°32'07" E	22.76
L36	S 11*08'02" E	32.18
L <u>37</u> L38	S 21*12'53" W S 5*08'55" W	60.33 19.12
L39	S 6*34'12" E	91.43
L40	S 27º 42' 48" E	66.98
L41 L42	S 15*47'07" W N 78*39'36" W	21.51 45.22
L42 L43	S 70*15'51" W	22.71
L44	S 48*55'28" W	64.61
L45	S 2*45'02" E	40.40
L46 L47	S 65*11'34" W S 53*42'03" W	51.84 13.45
L48	S 51*36'28" W	30.13
L49	S 46*06'23" W	29.04
L50	S 66*33'20" W S 51*20'10" W	18.43
L51 L52	N 82*09'02" W	8.70 25.69
L53	S 70°21'36" W	12.90
L54	S 17*21'09" W	20.21
L55 L56	S 78°52'46" W S 81°27'22" W	13.64 21.56
L58	S 70°53'05" W	11.22
L58	S 51°24'00" W	34.74
L59	S 78°46'45" W	9.52
L60 L61	N 49°46'27" W S 85°28'52" W	<u>26.37</u> 26.24
L61	5 64*50'34" W	16.26
L63	S 52*42'50" W	49.71
L64	S 38*57'03" W	21.60
L65	S 69°56'38" W S 41°34'37" W	15.30
L66 L67	S 1*56'07" E	25.99 29.51
L68	S 2*56'07" W	122.84
L69	N 89°42'54" W	213.29

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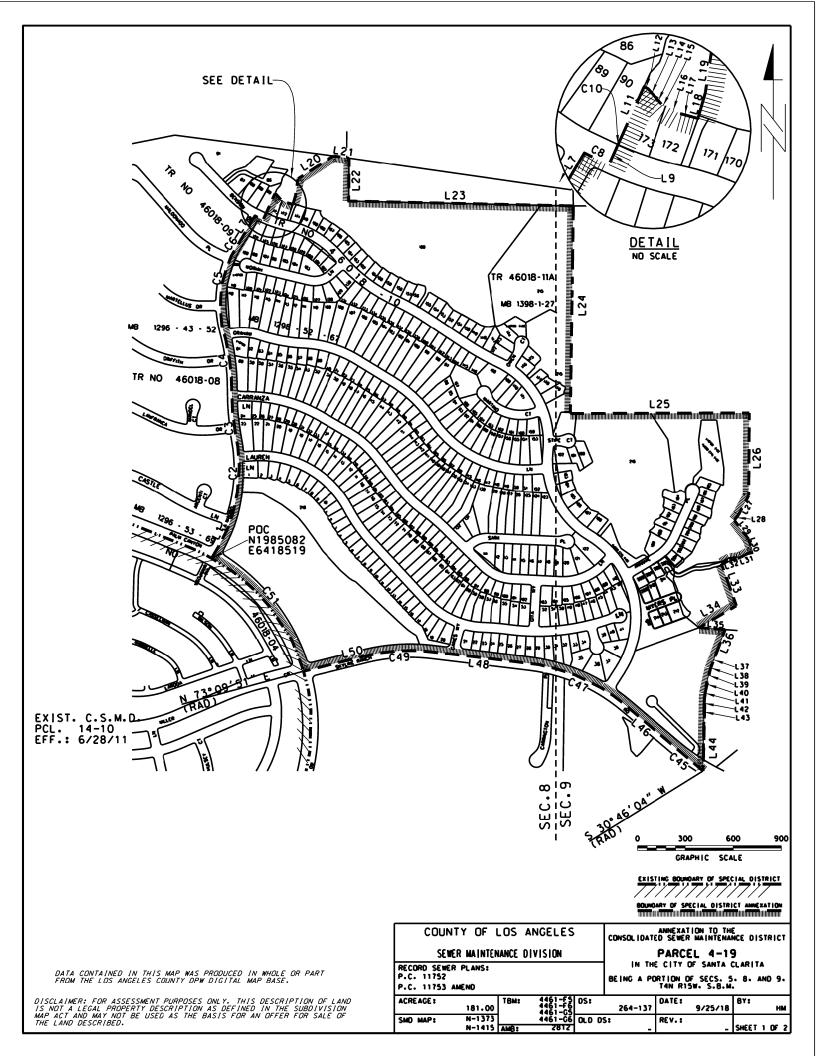
VICINITY MAP

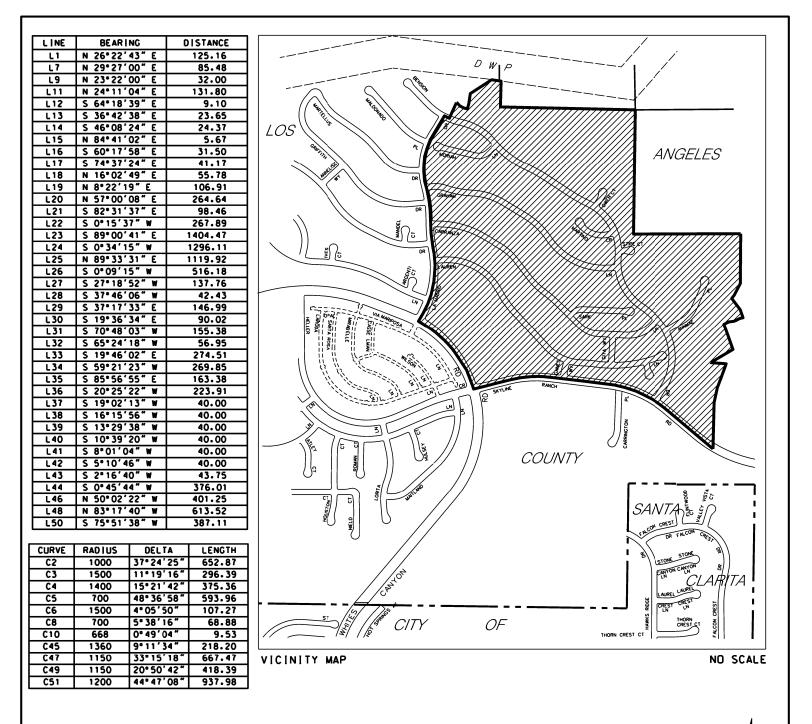
NO SCALE

DATA	CONTAINED I	N THIS MAP	WAS PRODUCED	IN WHOLE OR PART
FROM	THE LOS ANG	ELES COUNT	Y DPW DIGITAL	MAP BASE.

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COUNTY DEPARTMENT SEWER MA RECORD SEWER PLAN P.C. 14-05	OF	PUBL	IC WO	ANNEXATION TO THE CONSOLIDATED SEMER MAINTENANCE DISTRICT PARCEL 3-19 IN THE CITY OF SANTA CLARITA BEING A PORTION OF SEC.36. TSN R15W. S.8.M.					
ACREAGE:	5.42	T8M:	4461-B2	05:	279-117	DATE:	11/19/18	8Y:	HM
SMD MAP: N-	1332	AMB:	3244	OLD 0	5: -	REV.:	-	SHEET	2 OF 2



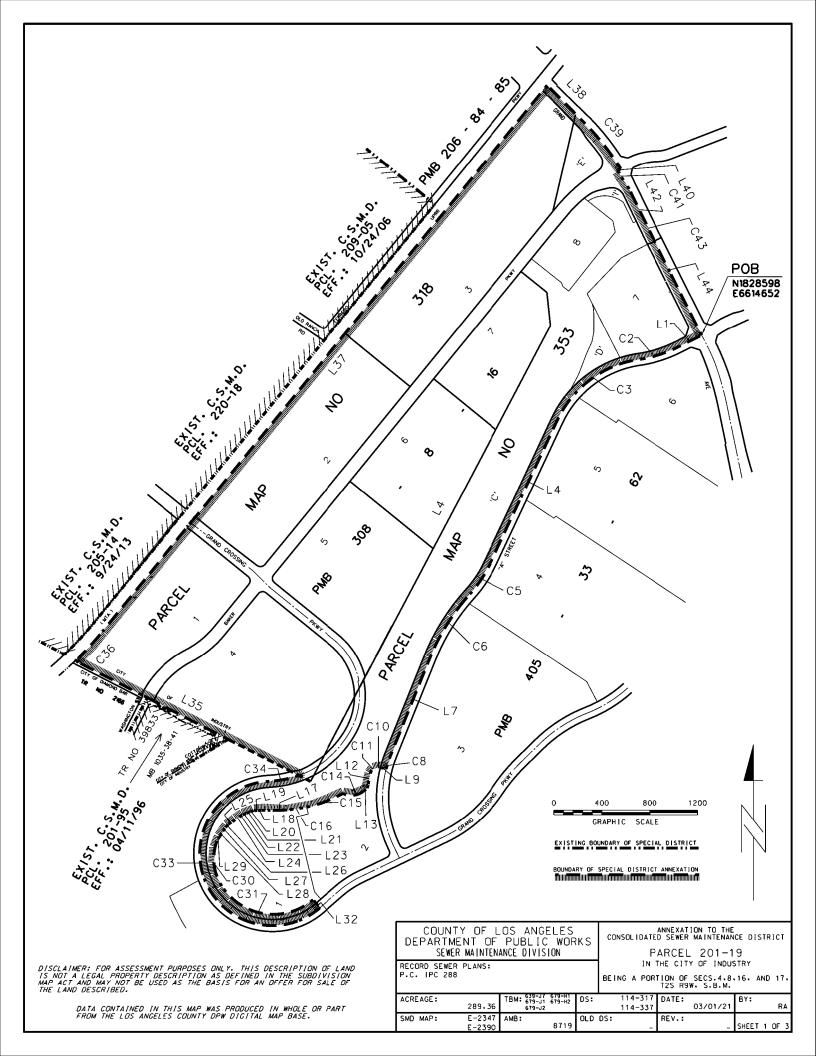


COUNTY OF LOS ANGELES ANNEXATION TO THE CONSOLIDATED SEWER MAINTENANCE DISTRICT PARCEL 4-19 IN THE CITY OF SANTA CLARITA SEWER MAINTENANCE DIVISION RECORD SEWER PLANS: P.C. 11752 BEING A PORTION OF SECS. 5. 8. AND 9. T4N R15W. S.B.M. P.C. 11753 AMEND 4461-F5 DS: 4461-F6 4461-C5 4461-C5 DLD DS: ACREAGE: TBM: DATE: 8Y: 181.00 264-137 9/25/18 N-1373 SMD MAP: REV.: N-1415 AMB: SHEET 2 OF 2 2812

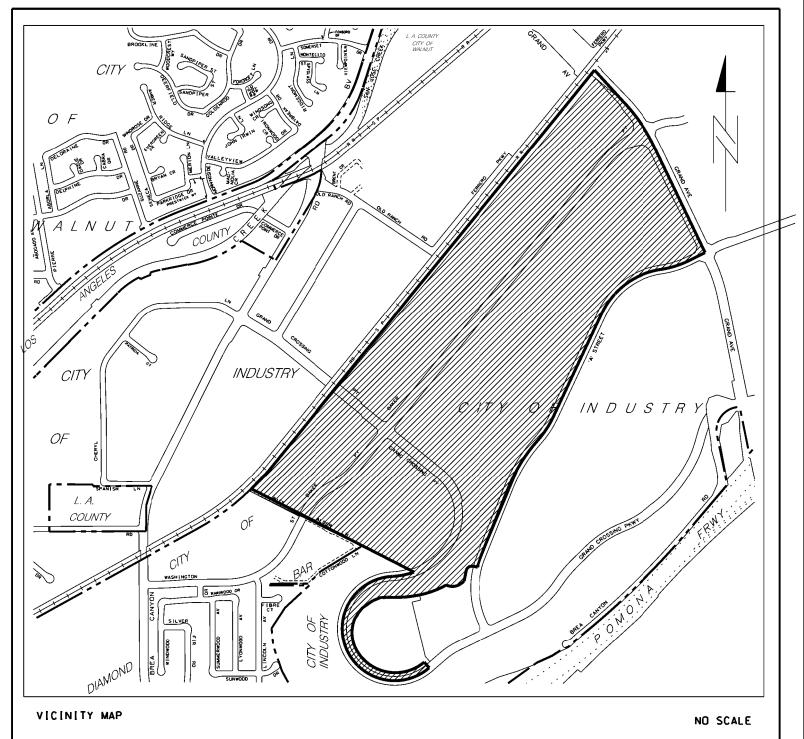
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DATA CONTAINED IN THIS MAP WAS PRODUCED IN WHOLE OR PART FROM THE LOS ANGELES COUNTY DPW DIGITAL MAP BASE.

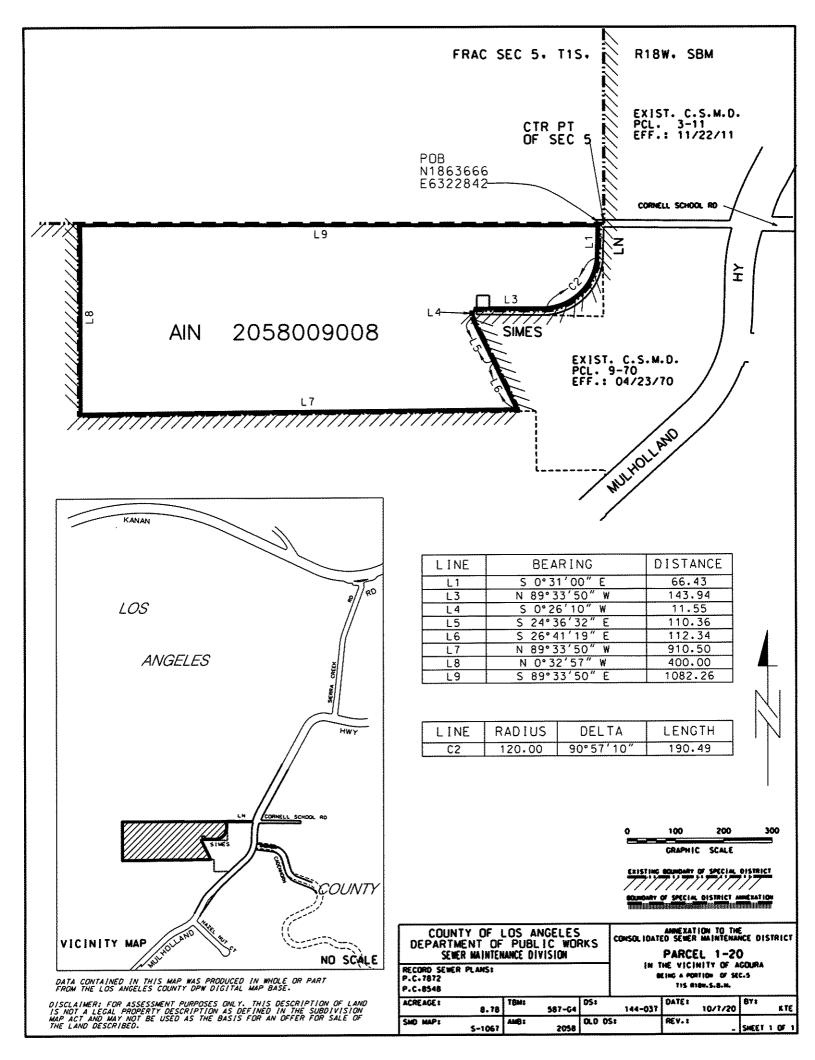
DISCLAIMER: FOR ASSESSMENT PURPOSES ONLY. THIS DESCRIPTION OF LAND IS NOT A LEGAL PROPERTY DESCRIPTION AS DEFINED IN THE SUBDIVISION MAP ACT AND MAY NOT BE USED AS THE BASIS FOR AN OFFER FOR SALE OF THE LAND DESCRIBED.

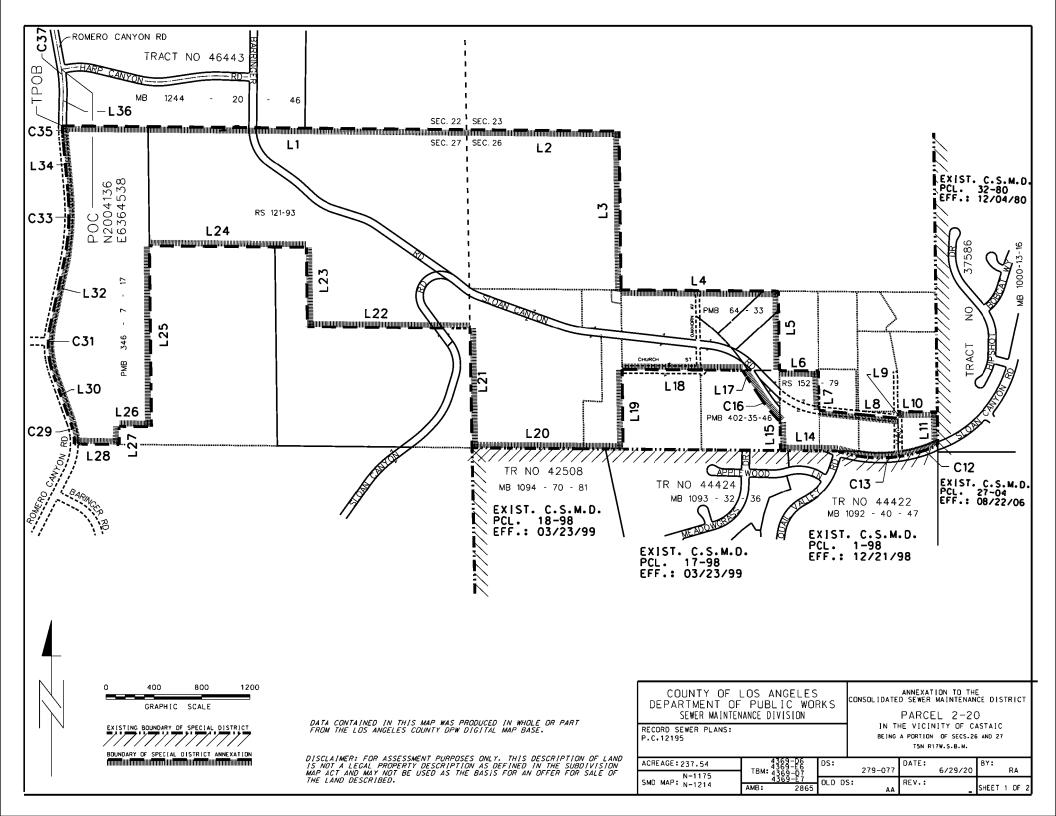


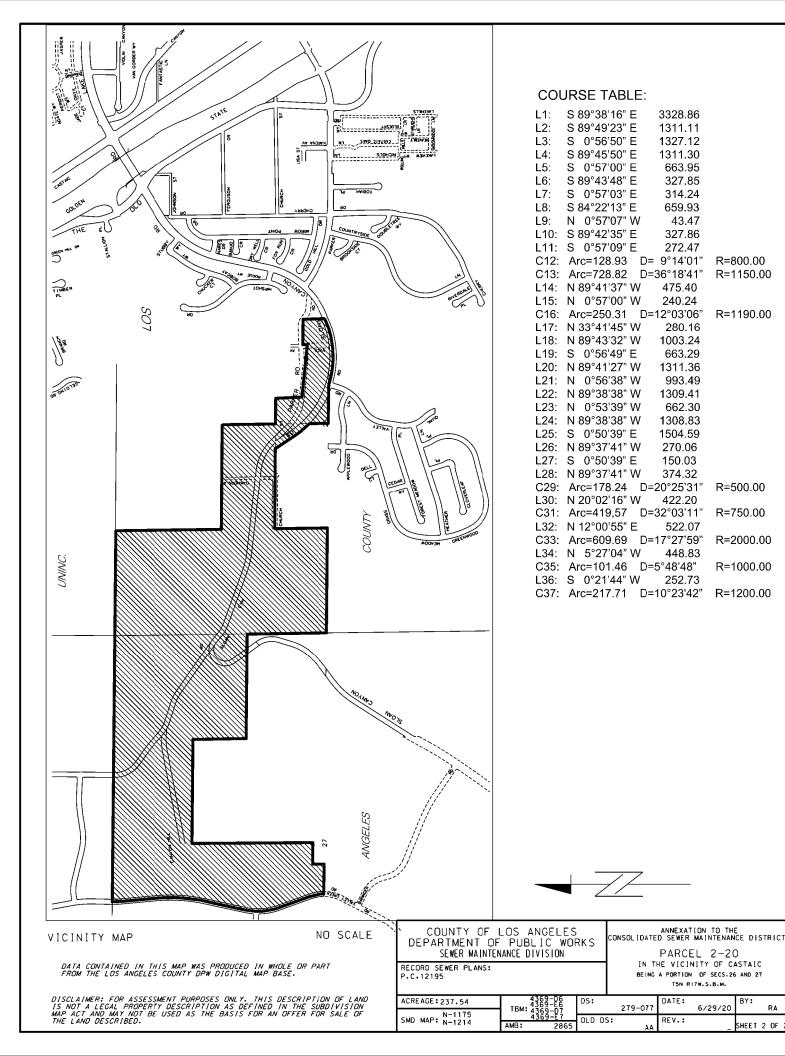
COURSE TAB	
L1 S 63° 18' 52' C2 R=1100.00	
C3 R=900.00	L=332.34 $D=17$ 1839 L=871.76 $D=55^{\circ}29'52''$
L4 \$ 25° 07' 39'	
C5 R=1100.00	
C6 R=1800.00	
L7 S 21° 55' 07'	
C8 R=950.00	L=114.71 D=6°55'05''
L9 N 74° 59' 58'	'W 54.00
C10 R=58.00	L=15.73 D=15°32'21"
C11 R=62.00	L=92.28 D=85°16'37''
	'W 125.02
L13 S 52° 58' 17'	
C14 R=163.08	L=178.22 D=62°36'58"
C15 R=1068.97	
L16 S 89° 22' 36' C17 R=1987.31	'W 69.25 L=247.02 D=7°07'18''
L18 S 82° 49' 08'	
L18 S 82 49 08 L19 N 85° 06' 51'	
L20 \$ 70° 17' 23'	
L21 \$ 65° 29' 15'	
L22 S 68° 58' 58'	
L23 \$ 57° 25' 15'	
L24 S 53° 24' 17'	'W 69.83
L25 S 58° 42' 54'	
L26 S 39° 40' 50'	
L27 S 37° 24' 31'	
L28 S 29° 26' 03'	
L29 S 38° 25' 25'	
C30 R=422.32 C31 R=508.81	L=408.75 D=55°27'15" L=867.42 D=97°40'40"
L32 S 41° 00' 15'	
C33 R=600.00	L=2281.08 D=217°49'36''
C34 R=850.00	L=255.58 D=17°13'41"
L35 N 63° 03' 52'	
	L=334.75 D=6°34'48''
L37 N 38° 57' 47'	
L38 S 44° 19' 55'	'E 450.27
C39 R=2000.00	
L40 S 59° 27' 13'	
_	L=162.28 D=4°39'55"
L42 S 25° 52' 52'	
_	L=20.16 D=0°48'16"
L44 S 26° 41' 08'	'E 931.28
	COUNTY OF LOS ANGELES ANNEXATION TO THE CONSOLIDATED SEWER MAINTENANCE DISTRI
ATA CONTAINED IN THIS MAP WAS PRODUCED IN WHOLE OR PART ROM THE LOS ANGELES COUNTY DPW DIGITAL MAP BASE.	SEWER MAINTENANCE DIVISION PARCEL 201-19 RECORD SEWER PLANS: IN THE CITY OF INDUSTRY
	P.C. IPC 288 BEING A PORTION OF SECS.4.8.16. AND T2S R9W. S.B.M.
'SCLAIMER: FOR ASSESSMENT PURPOSES ONLY. THIS DESCRIPTION OF LAND NOT A LEGAL PROPERTY DESCRIPTION AS DEFINED IN THE SUBDIVISION P ACT AND MAY NOT BE USED AS THE BASIS FOR AN OFFER FOR SALE OF	ACREACE: TBM: 639-J7 679-H1 289.36 679-J2 DS: 114-317 DATE: BY: 289.36 679-J2 DS: 114-337 03/01/21
IF ACT AND MAT NUT BE USED AS THE BASIS FUR AN UFFER FUR SALE UF IE LAND DESCRIBED.	



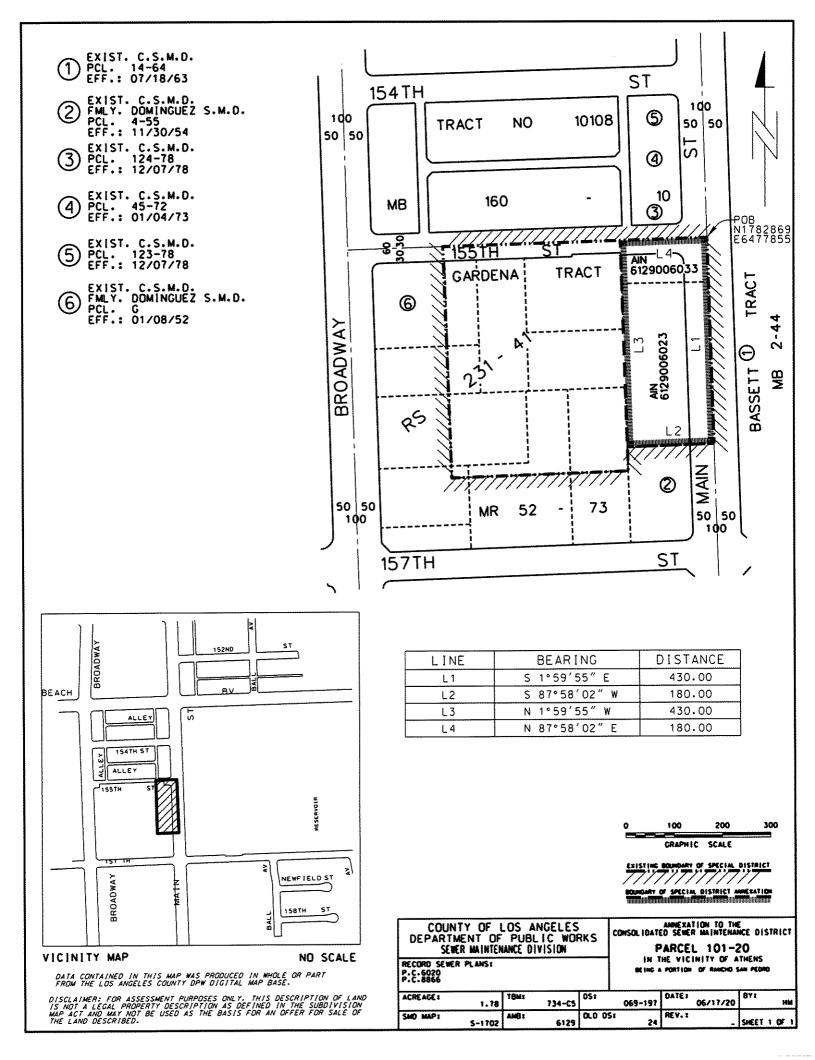
DATA CONTAINED IN THIS MAP WAS PRODUCED IN WHOLE OR PART	COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS SEWER MAINTENANCE DIVISION PARCEL 201-19
FROM THE LOS ANGELES COUNTY DPW DIGITAL MAP BASE. DISCLAIMER: FOR ASSESSMENT PURPOSES ONLY. THIS DESCRIPTION OF LAND	RECORD SEWER PLANS: P.C. IPC 288 BEING A PORTION OF SECS.4.8 AND 9. T2S R9W. S.B.M.
IS NOT A LEGAL PROPERTY DESCRIPTION AS DEFINED IN THE SUBDIVISION MAP ACT AND MAY NOT BE USED AS THE BASIS FOR AN OFFER FOR SALE OF	ACREAGE: TBM: 639-J7 679-H1 DS: 114-317 DATE: BY: 289.36 679-J2 114-337 03/01/21 HI
THE LAND DESCRIBED.	SMD MAP:         E-2347         AMB:         OLD DS:         REV.:         SHEET 3 OF

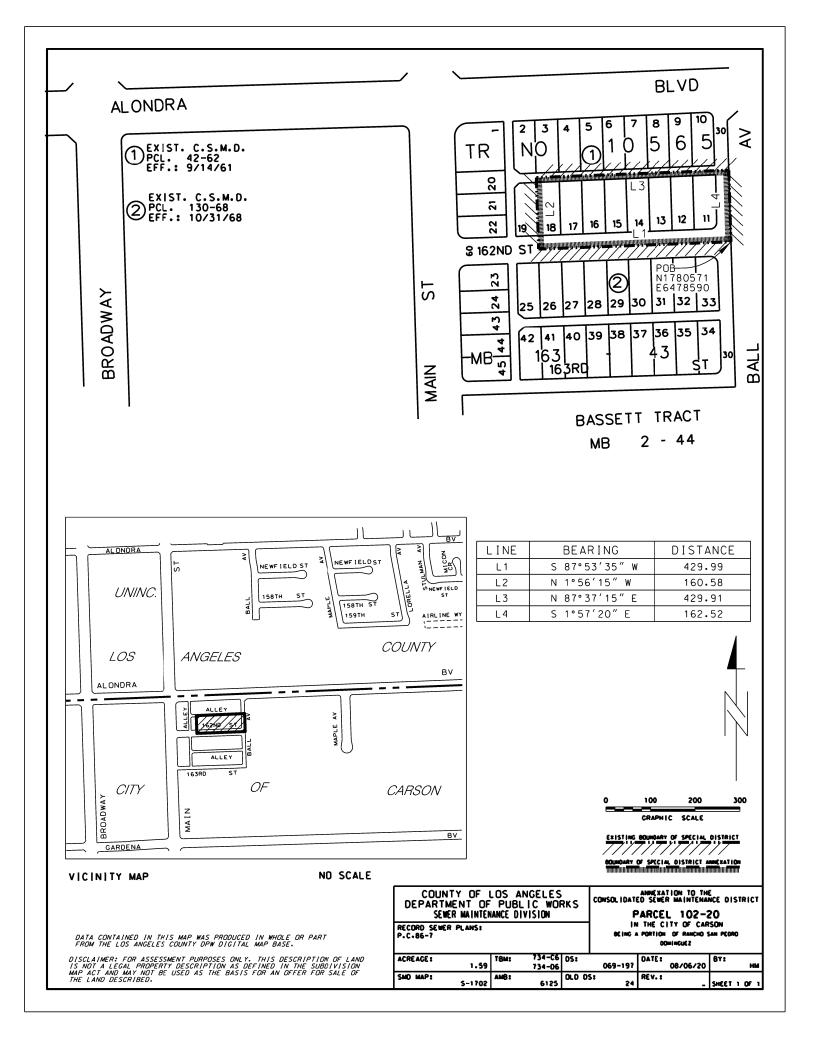


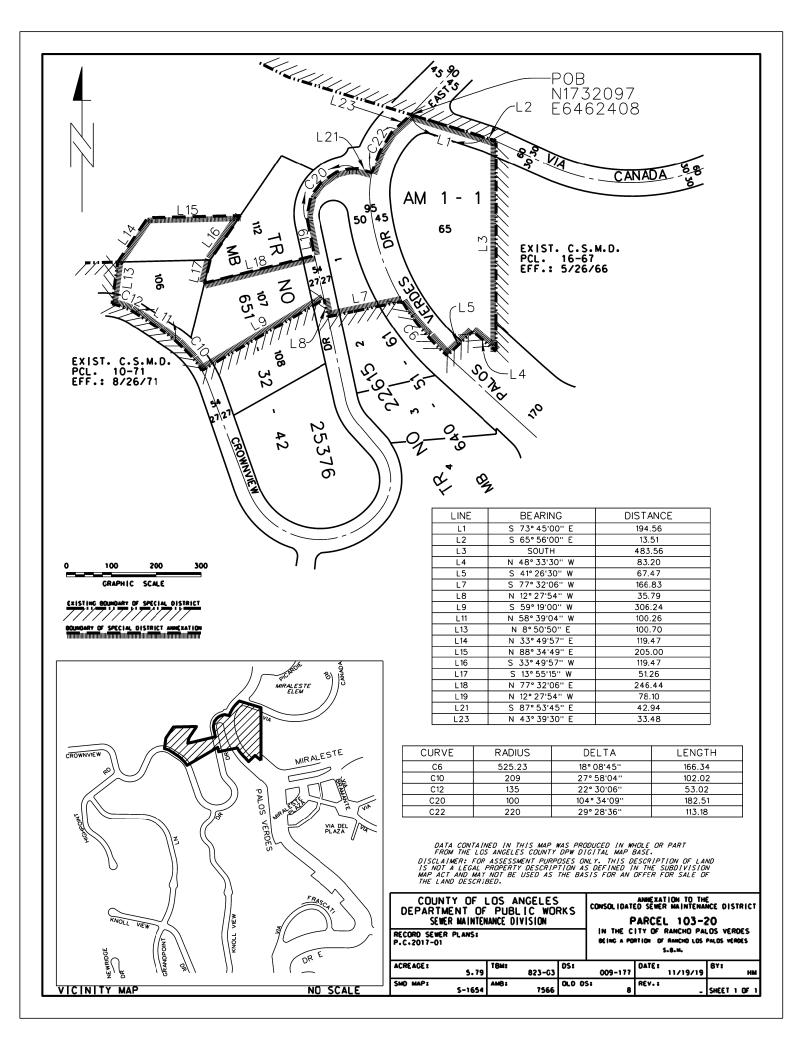


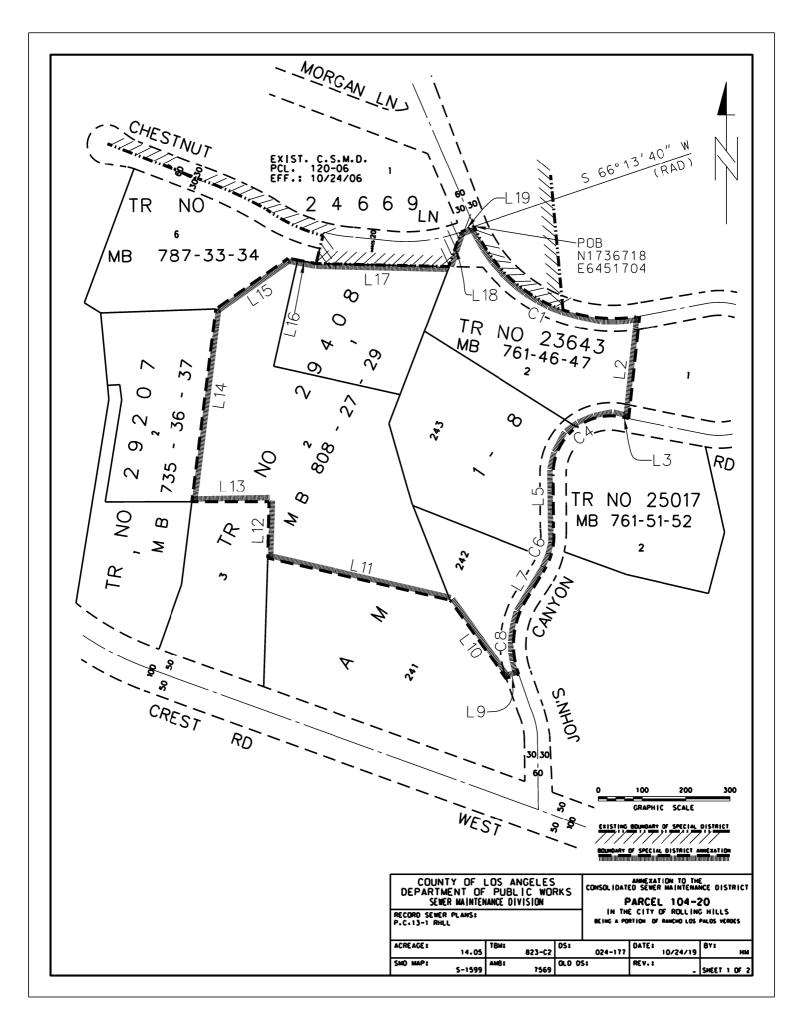


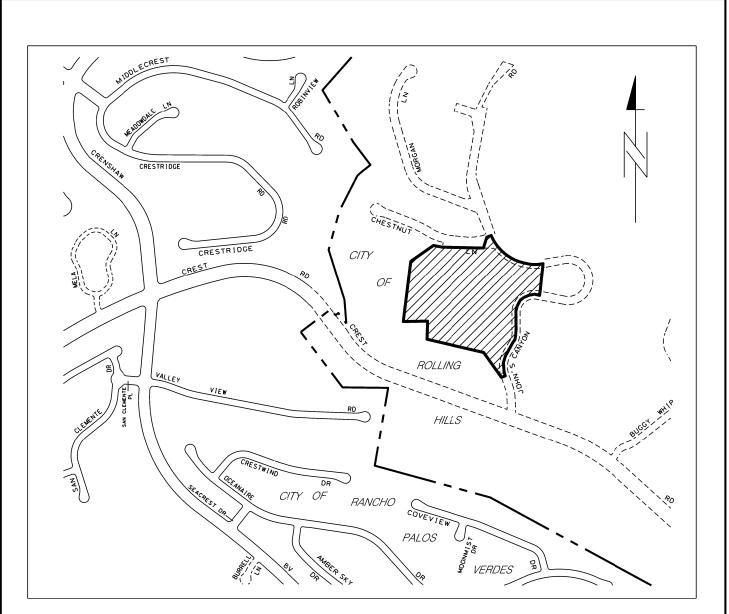
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#### VICINITY MAP

LINE	BEARING	DISTANCE
L2	S 6°24'56" W	237.31
L3	N 79°45'10'' W	18.80
L5	S 1º 09'00'' E	120.44
L7	S 31° 01'10'' W	67.52
L9	S 69°52'40" W	30.00
L10	N 34°56'00" W	220.00
L11	N 79°41'28'' W	428.34
L12	N 1º 13'30'' E	133.60
L13	N 88° 30'00" W	173.85
L14	N 6° 49'48'' E	453.00
L15	N 54°03'48" E	199.62
L 16	S 79° 49'00'' E	67.41
L17	S 88° 40'41'' E	302.16
L18	N 19° 54'50'' E	83.69
L19	N 66° 13'40'' E	30.00

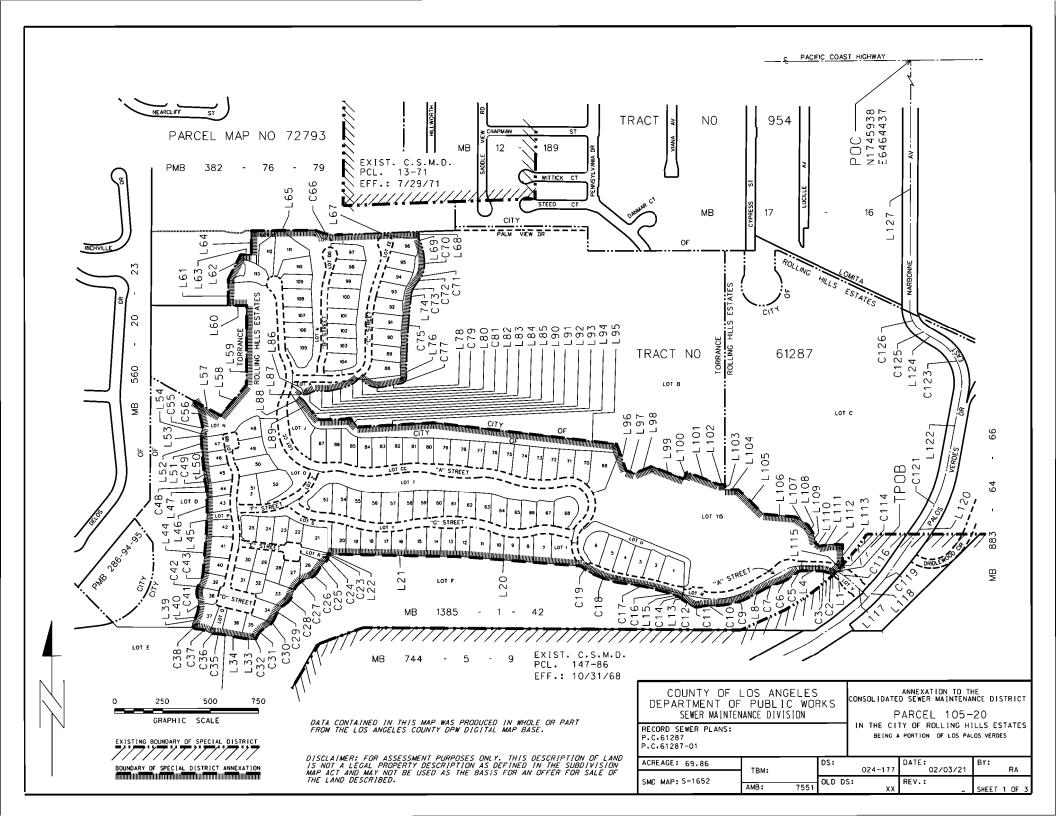
#### NO SCALE

CURVE	RADIUS	DELTA	LENGTH
C1	350	76° 23'30''	466.65
C4	130	101° 23'50''	230.06
C6	200	32° 10'10''	112.29
C8	200	51° 08'30''	178.52

COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS SEWER MAINTENANCE DIVISION				co	ANNEXATION TO THE CONSOLIDATED SEVER MAINTENANCE DISTRICT PARCEL 104-20 IN THE CITY OF ROLLING HILLS					
RECORD SEWER								RANCHO LOS		-
ACREAGE :	14.05	TBM:	823-C2	DS:		024-177	DATE:	10/24/19	8Y:	н
SMD MAP:	S-1599	AMB:	7569	010	DS:		RE V. :	-	SHEET	2 OF

DATA CONTAINED IN THIS MAP WAS PRODUCED IN WHOLE OR PART FROM THE LOS ANGELES COUNTY DPW DIGITAL MAP BASE.

DISCLAIMER: FOR ASSESSMENT PURPOSES ONLY. THIS DESCRIPTION OF LAND IS NOT A LECAL PROPERTY DESCRIPTION AS DEFINED IN THE SUBDIVISION MAP ACT AND MAY NOT BE USED AS THE BASIS FOR AN OFFER FOR SALE OF THE LAND DESCRIBED.



C14: R=394.50 L=35.73 D=5°11'21"	L34:	N 79° 23' 49" W	/ 10	00.96	
L15: N 23° 29' 02" E 0.50	C35:	R=178.00	L=33.09	D=10°3	8'59"
C16: R=395.00 L=50.00 D=7°15'09"	C36:	R=76.50	L=38.49	D=28°49	9'52"
C17: R=1447.00 L=231.12 D=9°09'05"	C37:	R=126.00	L=63.83	D=29°0	1'25"
C18: R=480.00 L=215.64 D=25°44'23"	C38:	R=22.00	L=45.73	D=119°	06'00"
C19: R=153.00 L=27.95 D=10°28'07"	L39:	N 28° 51' 39" E	26	6.55	
	PLOS PROVIDE S				
	COUNTY O DEPARTMENT	F LOS ANGELES OF PUBLIC WOF		ANNEXATION TO DATED SEWER MAINTEN	THE IANCE DISTRICT
DATA CONTAINED IN THIS MAP WAS PRODUCED IN WHOLE OR PART	SEWER MAIN	NTENANCE DIVISION		PARCEL 105	
DATA CUNTATNED IN THIS MAP WAS PRODUCED IN WHOLE OR PART FROM THE LOS ANGELES COUNTY DPW DIGITAL MAP BASE.	RECORD SEWER PLANS P.C.61287 P.C.61287-01	5:		ING A PORTION OF LOS P	
DISCLAIMER: FOR ASSESSMENT PURPOSES ONLY. THIS DESCRIPTION OF LAND	ACREAGE: 69.86		DS:	DATE:	BY:
DISCLAIMER: FOR ASSESSMENT PURPOSES ONLY, THIS DESCRIPTION OF LAND IS NOT A LECAL PROPERTY DESCRIPTION AS DEFINED IN THE SUBDIVISION MAP ACT AND MAY NOT BE USED AS THE BASIS FOR AN OFFER FOR SALE OF THE LAND DESCRIBED.	SMD MAP: S-1652	TBM: AMB: 7551	024-1 OLD DS:	REV.:	
	1	AMB: 7551		XX _	SHEET 2 OF 3

L1:	S 50° 18' 10" W	28.88	
C2:	R=136.00	L=39.43	D=16°36'42"
C3:	R=76.00	L=14.51D=10°5	6'22"
L4:	N 88° 42' 27" W	/ 103.21	
C5:	R=39.00	L=30.83	D=45°17'38"
C6:	R=236.00	L=120.71	D=29°18'24"
C7:	R=231.00	L=60.15	D=14°55'11"
L8	S 60° 23' 08" W	73.18	
C9:	R=409.00	L=232.93	D=32°37'51"
C10:	R=156.00	L=54.82	D=20°08'09"
C11:	R=52.00	L=49.25	D=54°16'09"
C12:	R=391.00	L=57.85	D=8°28'36"
L13:	N 28° 40' 23" E	3.50	
C14:	R=394.50	L=35.73	D=5°11'21"
L15:	N 23° 29' 02" E	0.50	
C16:	R=395.00	L=50.00	D=7°15'09"
C17:	R=1447.00	L=231.12	D=9°09'05"
C18:	R=480.00	L=215.64	D=25°44'23"
C19:	R=153.00	L=27.95	D=10°28'07"

COURSE TABLE:

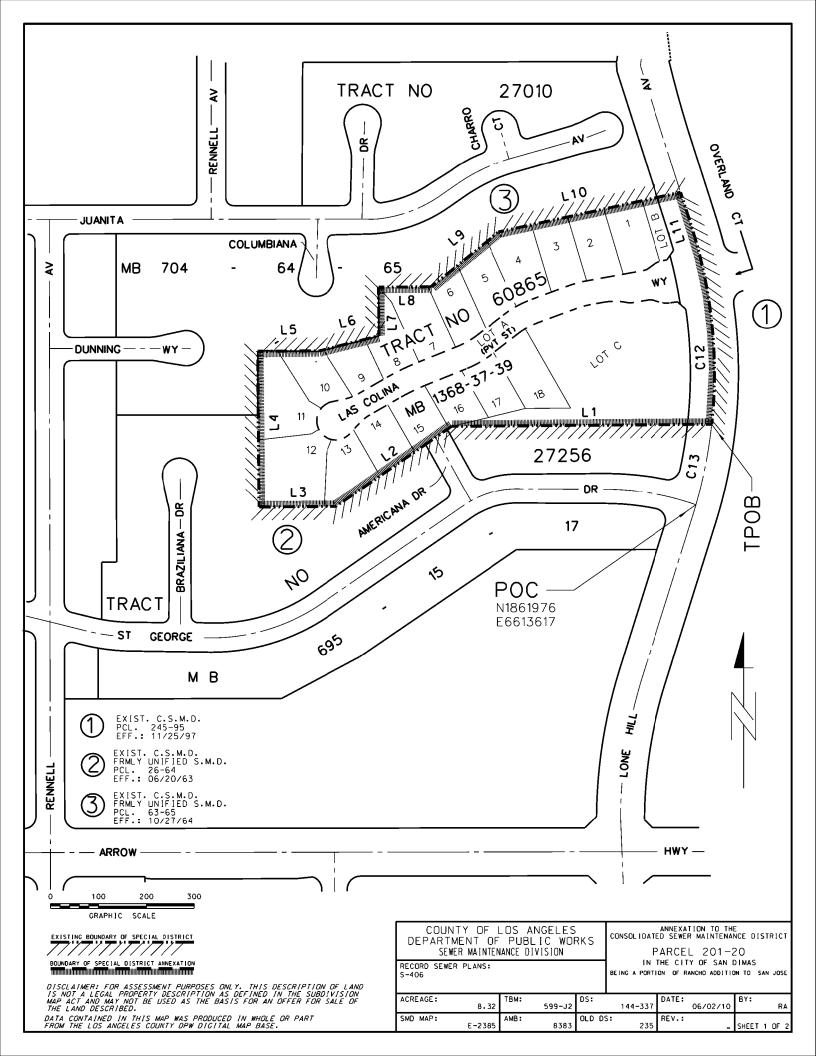
L20	N 85° 27' 41" W	615.90	
L21:	N 88° 48' 40" W	686.26	
L22	N 76° 33' 52" W	20.89	
C23:	R=30.00	L=11.15	D=21°17'58"
C24:	R=25.00	L=33.34	D=76°24'50"
C25:	R=154.50	L=72.10	D=26°44'19"
C26:	R=70.00	L=60.42	D=49°27'05"
C27:	R=114.00	L=124.35	D=62°29'48"
C28:	R=86.00	L=62.72	D=41°47'01"
C29:	R=143.50	L=87.67	D=35°00'16"
C30:	R=111.00	L=82.97	D=42°49'36"
C31:	R=83.00	L=66.06	D=45°36'13"
C32:	R=17.00	L=23.86	D=80°25'24"
L33:	N 81° 13' 27" W	63.00	
L34:	N 79° 23' 49" W	100.96	
C35:	R=178.00	L=33.09	D=10°38'59"
C36:	R=76.50	L=38.49	D=28°49'52"
C37:	R=126.00	L=63.83	D=29°01'25"
C38:	R=22.00	L=45.73	D=119°06'00"
L39:	N 28° 51' 39" E	26.55	

	COUNTY OF I DEPARTMENT OF SEWER MAINTEN		ANNEXATION TO THE CONSOLIDATED SEWER MAINTENANCE DISTRICT PARCEL 105-20			
DATA CONTAINED IN THIS MAP WAS PRODUCED IN WHOLE OR PART FROM THE LOS ANGELES COUNTY DPW DIGITAL MAP BASE.	RECORD SEWER PLANS: P.C.61287 P.C.61287-01			IN THE CITY OF ROLLING HILLS ESTATES BEING A PORTION OF LOS PALOS VERDES		
DISCLAIMER: FOR ASSESSMENT PURPOSES ONLY, THIS DESCRIPTION OF LAND IS NOT A LEGAL PROPERTY DESCRIPTION AS DEFINED IN THE SUBDIVISION MAP ACT AND MAY NOT BE USED AS THE BASIS FOR AN OFFER FOR SALE OF	ACREAGE: 69.86	твм:	DS:	024-177	DATE: 02/03/21	BY: RA
THE LAND DESCRIBED.	SMD MAP: S-1652	AMB: 7551	OLD DS	: xx	REV.:	SHEET 3 OF 3

L40:	N 20° 02' 25" E			
C41:	R=138.00			D=26°20'53"
C42:		L=67.41		D=48°16'56"
	R=150.00			D=26°31'21"
L44:	N 4° 51' 52" E		187.42	
L45:	N 2° 33' 04" E		118.57	
L46:	N 1° 05' 02" W		78.43	
L47:	N 2° 36' 38" W		62.44	
C48:	R=50.00			D=17°56'34"
C49:	R=85.00	L=21.94		D=14°47'21"
L50:	N 5° 45' 51" W		103.42	
L51:	N 4° 20' 21" W		57.64	
L52:	N 2° 41' 48" W		57.69	
L53:	N 7° 19' 30" W		21.80	
L54:	N 18° 10' 06" E		26.60	
C55:	R=15.00	L=6.65		D=25°24'27"
C56:	R=375.00	L=152.0	1	D=23°13'32"
L57:	S 61° 09' 13" E		164.82	
L58	N 39° 46' 56" E		205.73	
L59:	N 0° 22' 49" E		412.72	
L60:	N 89° 36' 55" W	,	95.71	
L61:	N 0° 11' 58" E		137.10	
L62:	N 26° 33' 27" E		141.12	
L63	N 89° 58' 55" E		56.85	
L64:	N 0° 01' 05" W		126.05	
L65:	N 89° 37' 03" E		332.44	
C66:	R=239.00	L=110.1	2	D=26°23'55"
L67:	N 87° 51' 39" E		432.38	
L68:	S 2° 08' 08" E		32.28	
L69:	S 21° 18' 37" E		27.61	
C70:	R=309.29	L=134.5	2	D=24°55'14"
C71:	R=99.79	L=53.01		D=30°26'07"
C72:	R=1574.35	L=59.95		D=2°10'55"
C73:	R=93.19	L=44.36		D=27°16'33"
L74:	S 6° 02' 19" W		12.50	
C75:	R=3916.29	L=362.9	1	D=5°18'34"
L76:	S 0° 14' 49" W		52.84	
C77:	R=35.10	L=54.39		D=88°47'06"
L78:	S 79° 20' 30" W		93.98	
C79:	R=108.25			D=44°57'45"
	N 54° 51' 01" W			
	R=148.53			D=31°45'48"
	S 72° 29' 55" W			
	S 77° 34' 19" W		72.09	
-	••		-	

L84:	N 88° 20' 58" W	72.79	
L84. L85:	S 65° 13' 25" W		
L86:	N 53° 03' 26" W		
L80. L87:	S 38° 18' 51" W		
L87: L88:	S 54° 12' 06" E	28.63	
L89:	S 36° 12' 43" E	67.19	
L90:	S 41° 18' 27" E	65.69	
L90:	N 88° 45' 27" E	119.46	
L91:	N 86° 46' 05" E	45.00	
L93:	S 40° 35' 23" E	56.61	
L94:	N 86° 46' 06" E	393.20	
L95:	S 83° 20' 15" E	963.28	
L96:	S 19° 42' 02" E	145.97	
L97:	S 70° 09' 21" E	44.97	
L98:	N 68° 12' 38" E	98.57	
L99:	S 68° 47' 30" E	182.05	
L100:	N 20° 20' 04" E	39.26	
L101:	S 68° 45' 41" E	179.68	
	N 90° 00' 00" E	31.68	
L103:	S 0° 00' 00" E	26.90	
L104:	S 89° 54' 10" E	69.05	
L105:	S 44° 51' 37" E	182.73	
L106:	S 84° 56' 59" E	169.56	
L107:	S 56° 09' 53" E	78.87	
L108:	S 30° 58' 33" E	49.47	
L109:	S 14° 55' 06" E	54.09	
L110:	S 54° 28' 31" E	24.33	
L111:	N 80° 20' 03" E	58.17	
L112:	S 88° 24' 30" E	64.78	
L113:	S 0° 00' 00" E	101.95	
C114:	R=276.15	L=3.38	D=0°42'03"
L115:	S 50° 18' 10" W	47.41	
C116:	R=290.00	L=90.61	D=17°54'06"
L117:	N 47° 11' 21" W	138.70	
L118:	S 50° 18' 10" W	3.78	
	R=500.22		D=15°15'20"
	S 35° 02' 50" W		
		L=353.99	25°21'10"
L122:	S 9° 41' 40" W		
		L=315.35	D=72°16'40"
	S 62° 35' 00" E		
		L=99.60	
	R=111.27		
L127:	S 0° 20' 35" W	1633.29	9

COURSE TABLE:



DISCLAIMER; FOR ASSESSMENT PURPOSES ONLY, THIS DESCRIPTION OF LAND
IS NOT A LEGAL PROPERTY DESCRIPTION AS DEFINED IN THE SUBDIVISION
MAP ACT AND MAY NOT BE USED AS THE BASIS FOR AN OFFER FOR SALE OF
THE LAND DESCRIBED.

DATA CONTAINED IN THIS MAP WAS PRODUCED IN WHOLE OR PART FROM THE LOS ANGELES COUNTY DPW DIGITAL MAP BASE.

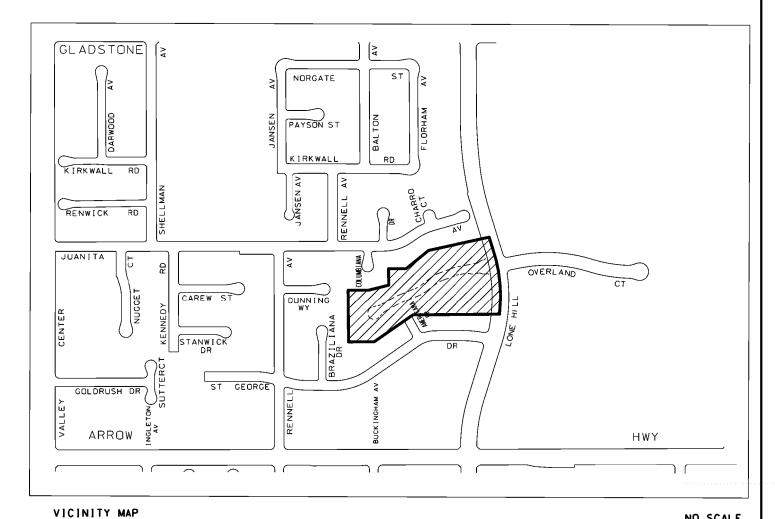
COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS SEWER MAINTENANCE DIVISION				ANNEXATION TO THE CONSOLIDATED SEWER MAINTENANCE DISTRICT PARCEL 201-20					
RECORD SEWER PLANS: S-406				IN BEING A PORTI		Y OF SAN [ ANCHO ADDITIO		AN JO	SE
ACREAGE: 8.32	твм:	599-J2	DS:	144-337	DATE:	06/02/10	BY:	F	٩A
SMD MAP: E-2385	AMB:	8383	OLD DS	235	REV.:	-	SHEET	2 OF	2

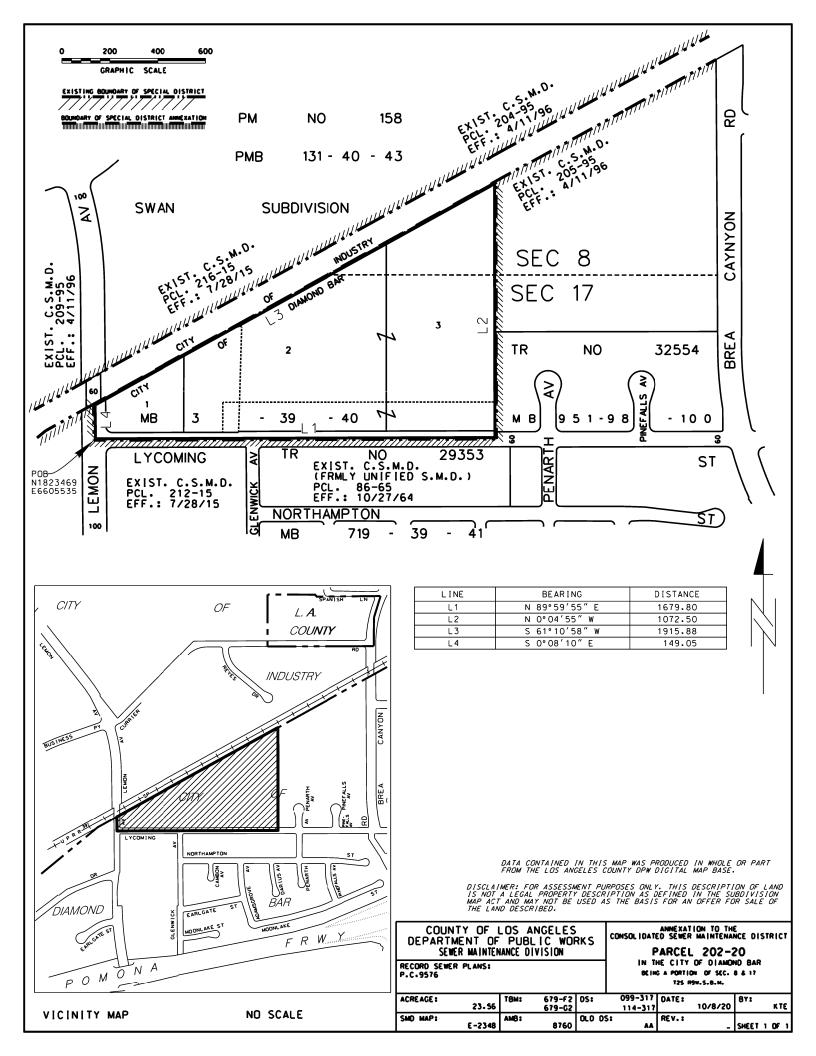
L2:	S 55° 39' 16" W 292.55
L3:	S 89° 59' 31" W 160.29
L4:	N 0° 01' 56" W 324.33
L5:	S 89° 59' 40" E 129.00
L6:	N 76° 24' 10" E 127.56
L7:	N 0° 01' 56" W 102.00
L8:	S 89° 59' 40" E 110.00
L9:	N 51° 20' 20" E 180.00
L10:	N 78° 15' 20" E 389.51
L11:	S 17° 17' 28" E 74.37
C12:	R=1000.00 L= 416.91 D=23°53'14"
C13:	R=1000.00 L= 163.45 D=9°21'54"

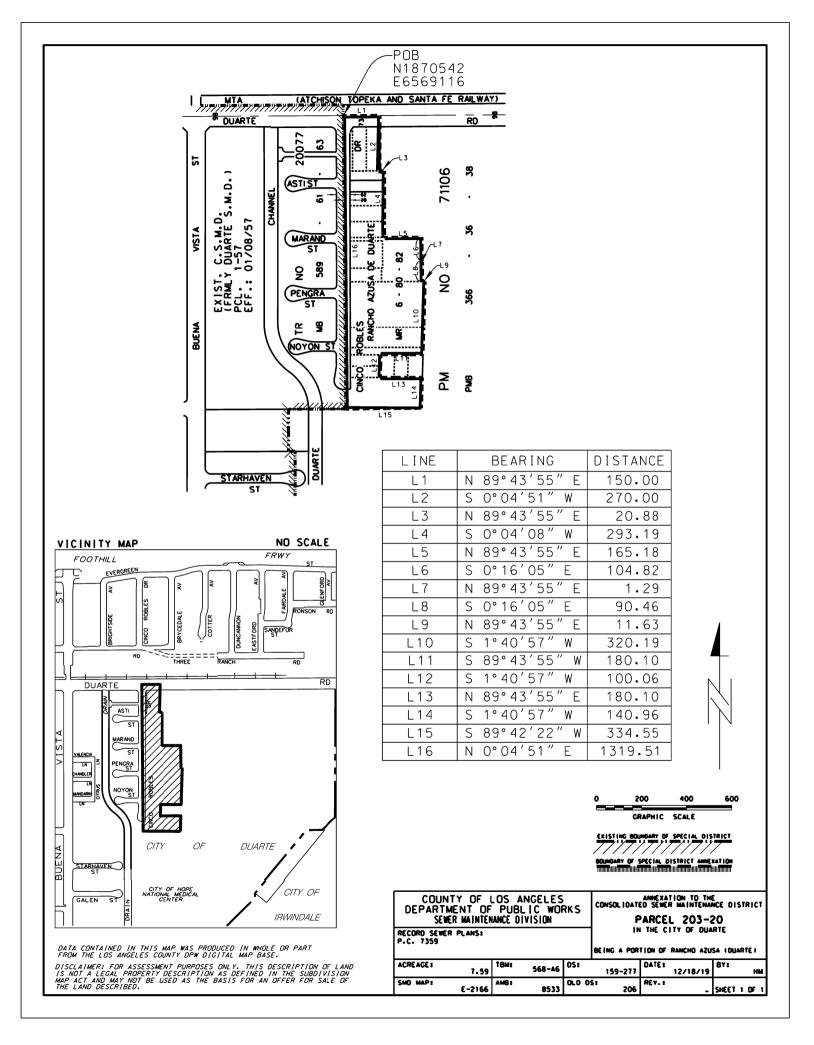
L1:	N 89° 59' 01" W 543.50
L2:	S 55° 39' 16" W 292.55
L3:	S 89° 59' 31" W 160.29
L4:	N 0° 01' 56" W 324.33
L5:	S 89° 59' 40" E 129.00
L6:	N 76° 24' 10" E 127.56
L7:	N 0° 01' 56" W 102.00
L8:	S 89° 59' 40" E 110.00
1.9:	N 51° 20' 20" E 180.00

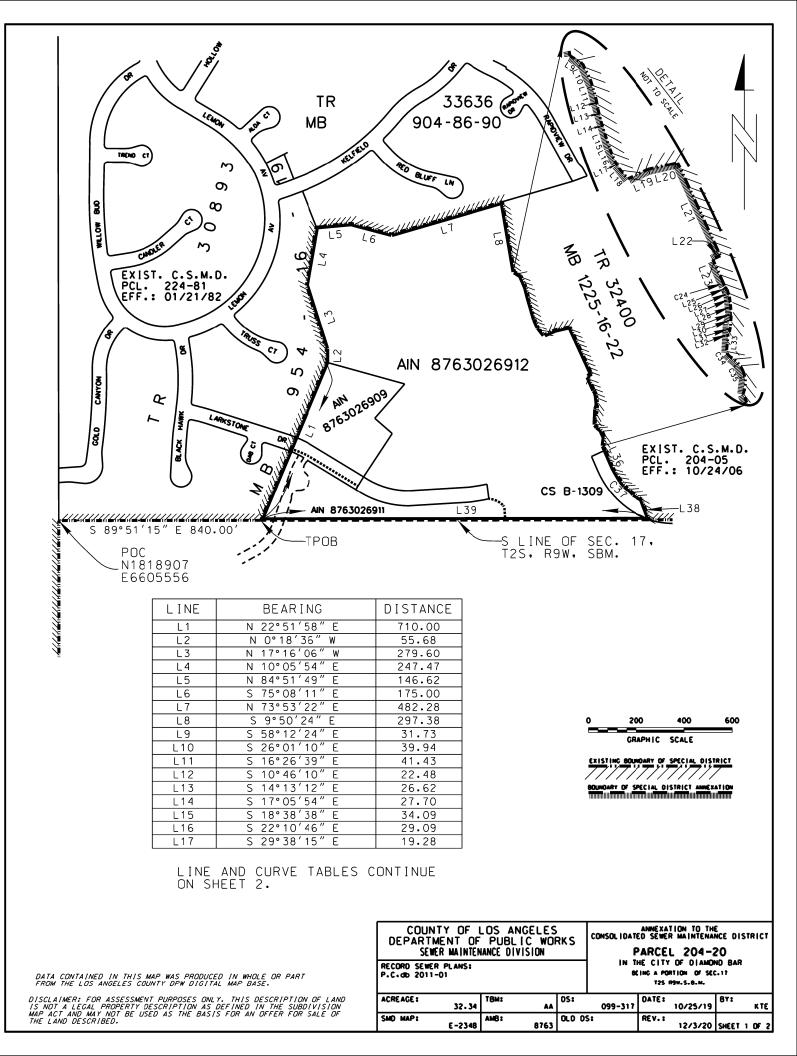
COURSE TABLE

NO SCALE









COUNTY OF U DEPARTMENT OF SEWER MAINTEN	ANNEXATION TO THE CONSOLIDATED SEWER MAINTENANCE DISTRICT PARCEL 204-20							
RECORD SEWER PLANS: P.C.db 2011-01					IN THE CITY OF DIAMOND BAR BEING A PORTION OF SEC.17 T25 R9W.S.B.M.			
ACREAGE: 32.34	TOM:	05:	099-317	DATE:	10/25/19	8Y:	KTE	
SMD MAP: E-2348	AMB: 8763	OLD DS	8	REV.:	12/3/20	SHEET	2 OF 2	

DATA CONTAINED IN THIS MAP WAS PRODUCED IN WHOLE OR PART FROM THE LOS ANGELES COUNTY DPW DIGITAL MAP DASE.

DISCLAIMER: FOR ASSESSMENT PURPOSES ONLY. THIS DESCRIPTION OF LAND IS NOT A LEGAL PROPERTY DESCRIPTION AS DEFINED IN THE SUBDIVISION MAP ACT AND MAY NOT BE USED AS THE BASIS FOR AN OFFER FOR SALE OF THE LAND DESCRIBED.

1.05		43.13
L25	S 41°01′44″ E	7.39
L26	S 18°40′50″ E	16.11
L27	S 7°37′01″ E	16.49
L28	S 4°29′30″ E	16.24
L29	S 2°00′12″ E	7.97
L30	S 3°04′00″ W	24.48
L31	S 11°40′31″ W	15.22
L32	S 36°04′17″ W	3.54
L33	S 5°09′17″ W	31.28
L36	S 23°40′51″ E	86.66
L38	S 20°52′08″ E	93.03
L39	N 89°51′15″ W	1632.20

BEARING

S 40°39′16″E

N 76°55 46 E S 24°49′53″ E S 64°48′45″ W S 24°21′10″ E

E

Ε

N 65°10′59″ N 76°55′46″

CURVE	RADIUS	DELTA	LENGTH
C24	170.00	4°52′51″	14.48
C34	17.00	65°15′32″	19.36
C35	63.00	82°26′51″	90.66
C37	318.00	34°50′28″	193.37

NO SCALE

LINE

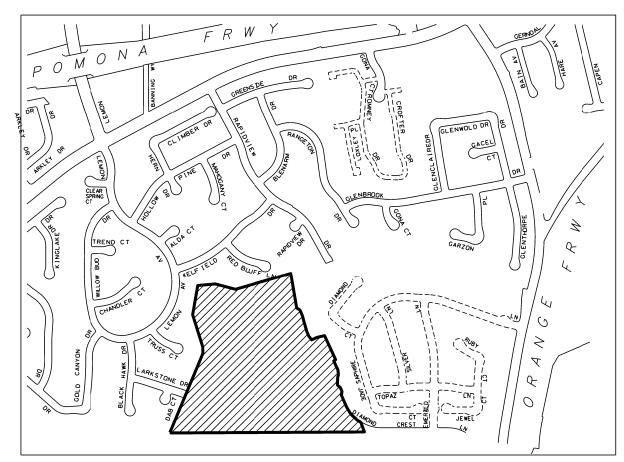
L18

L19

L20

L21

L22 L23 VICINITY MAP



LINE AND CURVE TABLES CONTINUED

FROM SHEET 1.

DISTANCE

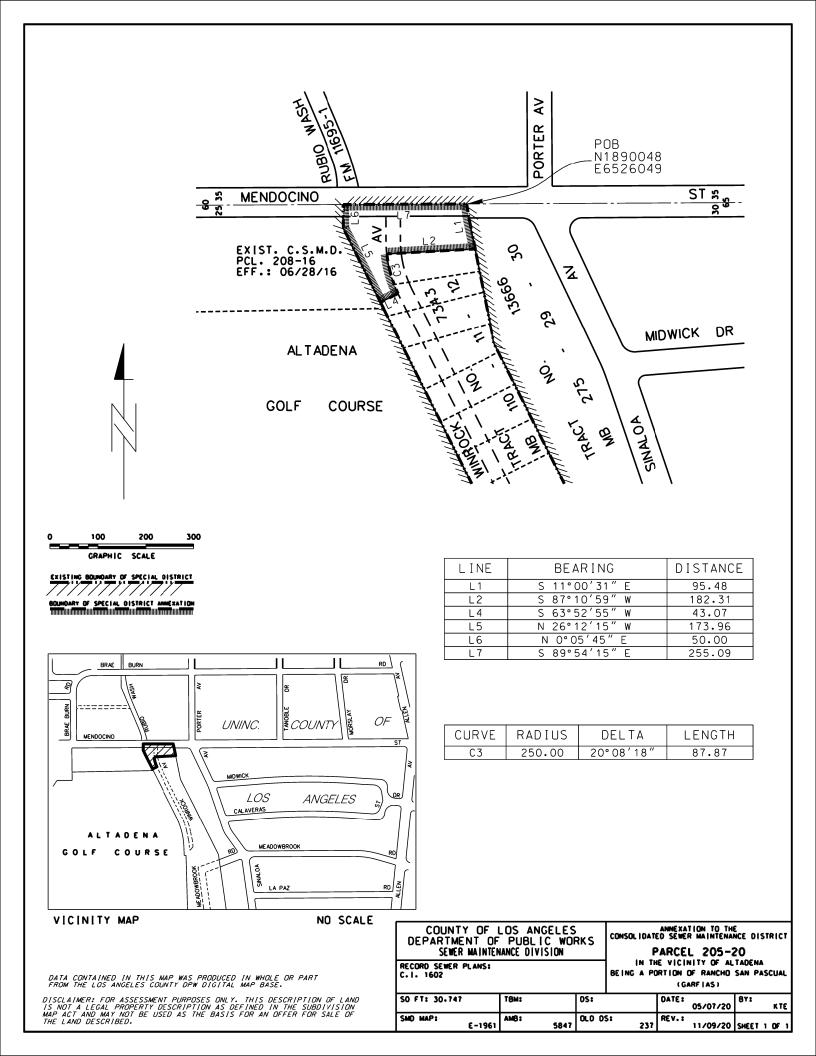
28.40

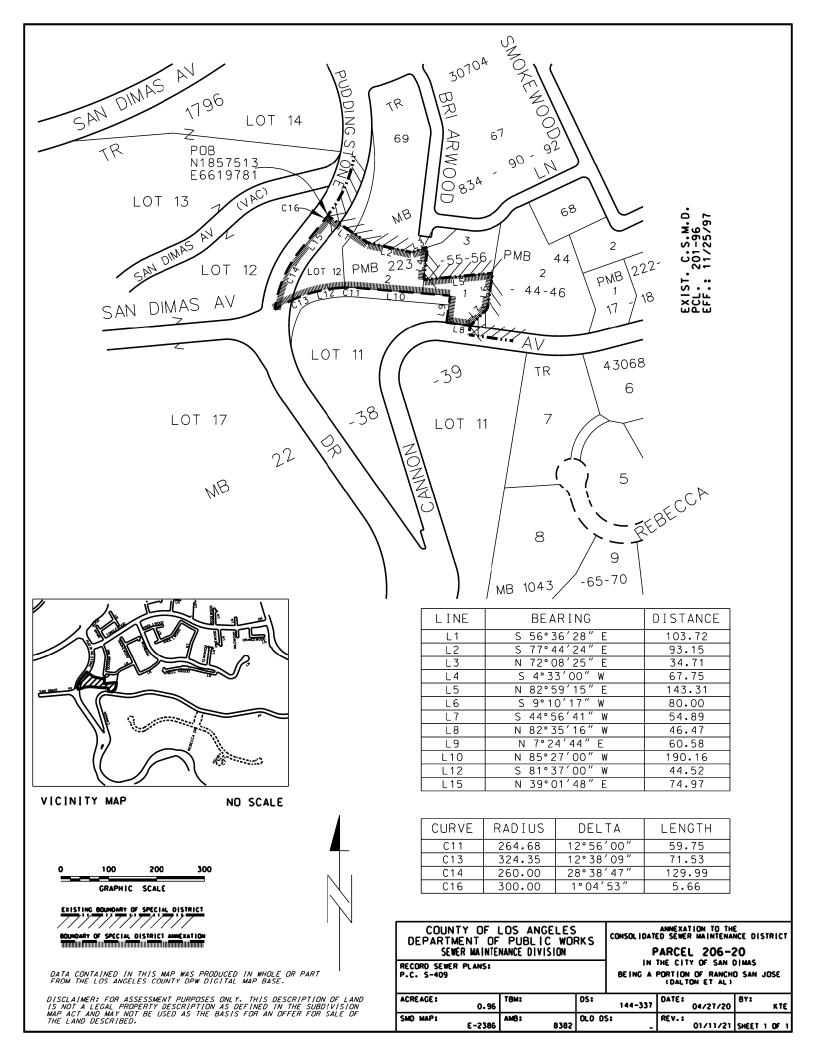
49.02

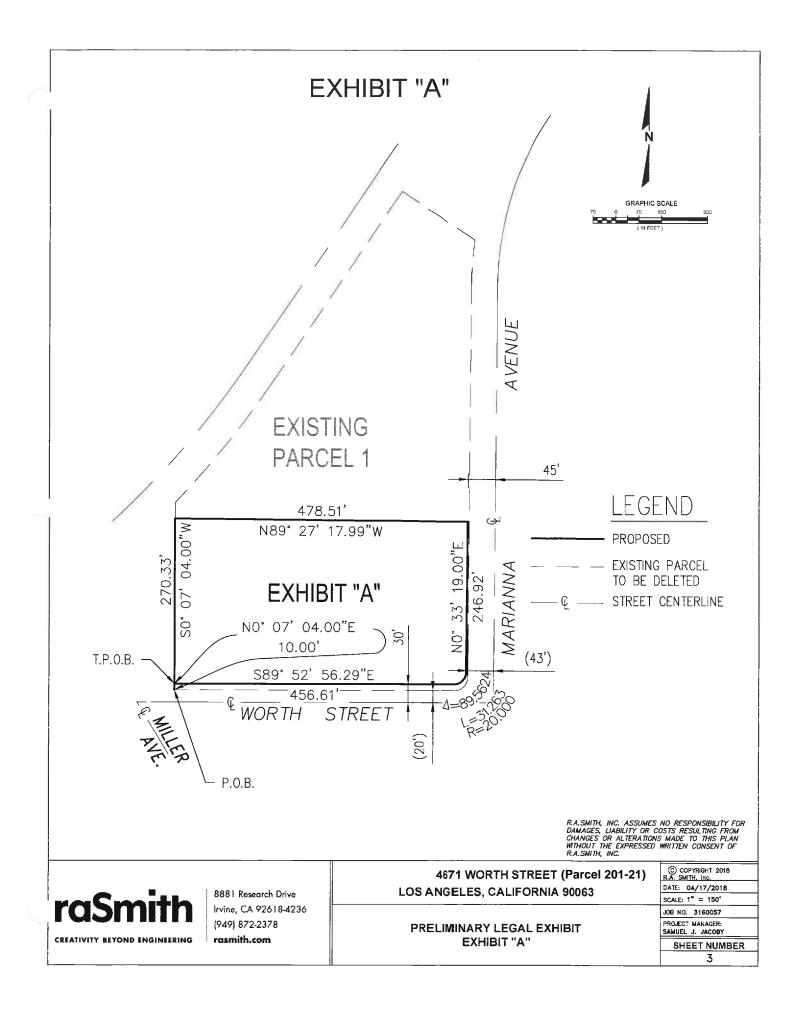
64.54

219.40 17.94

49.79







#### IN THE MATTER OF ANNEXATION OF PARCEL NOS. 10-18, 1-19 THROUGH 4-19, 201-19, 1-20 THROUGH 2-20, 101-20 THROUGH 105-20, 201-20 THROUGH 206-20, AND 4671 WORTH STREET (201-21) WITHIN CARSON, DIAMOND BAR, DUARTE, INDUSTRY, LOS ANGELES, RANCHO PALOS VERDES, ROLLING HILLS, ROLLING HILLS ESTATES, SAN DIMAS, AND SANTA CLARITA AND UNINCORPORATED AREAS

#### **RESOLUTION OF INTENTION**

BE IT RESOLVED by the Board of Supervisors of the County of Los Angeles, State of California, as follows:

<u>SECTION 1.</u> It is hereby found and determined that lateral and/or collecting sanitary sewers have been installed within the hereinafter described territory in said County of Los Angeles; that no provision has been otherwise made for the maintenance and repair of such sewers; that no part of said area is now included within a sewer maintenance district; and that said area is in need of sewer maintenance and should be annexed to the Consolidated Sewer Maintenance District of said County, formed June 3, 1929; and that any city having territory included within the proposed annexation has granted consent and jurisdiction for such annexations.

<u>SECTION 2.</u> That the public interest and convenience require, and it is the intention of said Board of Supervisors to order, that the hereinafter described territory in the County of Los Angeles be annexed to, included within, and known as the Consolidated Sewer Maintenance District, in accordance with Chapter 4, Part 3, Division 5 of the Health and Safety Code, as amended, of the State of California. Said territory shall consist of that portion of said County included within the following exterior boundary lines.

<u>SECTION 3.</u> The amounts to be levied for the expense of such operation and maintenance of the sewer facilities described shall be levied and collected in the same manner and by the same officers as taxes for County purposes are levied and collected. The sewer service charge shall be effective in Fiscal Year 2023-24.

<u>SECTION 4.</u> Sewer service charges shall be determined in accordance with Title 20, Divisions 2 and 3 of the Los Angeles County Code.

<u>SECTION 5.</u> That the public hearing upon the proposed action will be held at on Tuesday, the \_\_\_\_\_ day of \_\_\_\_\_ 2022, which date is not less than 45 days from the adoption of this Resolution, in the Hearing Room of the Board of Supervisors, Room 381, Kenneth Hahn Hall of Administration, 500 West Temple Street, Los Angeles, California 90012, when the proposal and all objections will be heard and passed on by the Board of Supervisors, pursuant to Section 4900 of the Health and Safety Code and Section 99 of the Revenue and Taxation Code. <u>SECTION 6.</u> In the event there is a majority written protest prior to the close of the public hearing, the 20 parcels will not be annexed, and the proposed sewer service charge will not be imposed.

<u>SECTION 7.</u> That the Director of Public Works or his designee shall cause to be posted in at least three conspicuous public places in the territory proposed to be annexed as shown on map filed in the Office of the Board of Supervisors, as well as in the Consolidated Sewer Maintenance District, notices of the proposed annexation in the manner and in the form required by law, and to mail notices to owners of the properties identified for annexation in accordance with Article XIII D, Section 6 of the California Constitution. The Executive Officer of the Board of Supervisors shall also cause notices, as required by law, to be published once a week for two successive weeks in the local newspaper of general circulation, circulated in the district and in the territory proposed to be annexed, which newspaper is hereby designated as the newspaper most likely to give notice of the hearing to the inhabitants of each.

// // // //  $\parallel$  $\parallel$  $\parallel$  $\parallel$  $\parallel$  $\parallel$  $\parallel$  $\parallel$  $\parallel$ // || $\parallel$  $\parallel$  $\parallel$  $\parallel$  $\parallel$  $\parallel$  $\parallel$  $\parallel$  $\parallel$  $\parallel$ //  $\parallel$ //  $\parallel$  $\parallel$ 

The foregoing resolution was adopted on the \_\_\_\_\_ day of \_\_\_\_\_, 2022, by the Board of Supervisors of the County of Los Angeles.

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

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

APPROVED AS TO FORM:

DAWYN R. HARRISON Acting County Counsel

By <u>Jussen In</u> Deputy

JT:vr H:\SMHOME\SEWER\2021\Board Letters\BDL21 SMD ANNEXATION\Annex Enc C Resolution.docx

### **ENCLOSURE D**



MARK PESTRELLA, Director

July 21, 2022

#### **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: SM-1

TO: Celia Zavala Executive Officer Board of Supervisors

Attention Francisco Garibay

FROM: Mark Pestrella, PE Director of Public Works

#### NOTICE OF HEARING – SEPTEMBER 27, 2022 ANNEXATION AND LEVYING OF SEWER SERVICE CHARGES TO THE CONSOLIDATED SEWER MAINTENANCE DISTRICT

In accordance with Section 4899 of the Health and Safety Code of the State of California (shown below), Public Works will be posting notices of the hearing within the territories proposed to be annexed not less than 10 days prior to the date set for the hearing. We request that your office carry out the publication of notices in English and Spanish in a newspaper(s) of general circulation within the specific cities/unincorporated areas subject to annexation. The second publication is to be at least 7 days prior to the date of hearing.

SECTION 4899. The notices shall be headed "Notice of Hearing" in letters not less than one inch in height and shall contain a description of the territory proposed to be annexed and a statement of the time and place of the hearing. In lieu of the description, the boundaries of territory proposed to be annexed may be shown by means of a diagram printed upon the notice. The notices shall be posted not less than 10 days prior to the date set for the hearing. In addition to the notices, the Board shall direct its clerk to publish a notice once a week for 2 successive weeks in the newspaper of general circulation circulated in the District and another in the territory proposed to be annexed that the Board deems most likely to give notice of the hearing to the inhabitants of each.

Public Works will return an Affidavit of Posting to your office approximately one week in advance of date set for hearing.

Please forward two reprints of the attached advertisement to Los Angeles County Public Works Sewer Maintenance Division, P.O. Box 1460, Alhambra, CA 91802-1460.

Attach.

# **NOTICE OF HEARING**

#### NOTICE OF THE PROPOSED ANNEXATION OF PARCELS NOS. 10-18, 1-19 THROUGH 4-19, 201-19, 1-20 THROUGH 2-20, 101-20 THROUGH 105-20, 201-20 THROUGH 206-20, AND 4671 WORTH STREET (201-21) WITHIN UNICORPORATED TERRITORIES OF AGOURA, ALTADENA, ATHENS, CASTAIC, AND QUARTZ HILL AND THE CITIES OF CARSON, DIAMOND BAR, DUARTE, INDUSTRY, LOS ANGELES, RANCHO PALOS VERDES, ROLLING HILLS, ROLLING HILLS ESTATES, SAN DIMAS, AND SANTA CLARITA

Notice is hereby given that the Board of Supervisors of the County of Los Angeles, State of California, on the day of \_\_\_\_\_\_ 2022, adopted a Resolution of Intention wherein it found and determined that lateral and/or collecting sanitary sewers have been installed within the hereinafter described territory in the County of Los Angeles; that no other provision has been made for the maintenance and repair of such sewers; that no part of the area is now included within a sewer maintenance district; that the area is in need of sewer maintenance and should be included in a sewer maintenance district; and, declared its intention to order, in accordance with Chapter 4, Part 3, Division 5 of the Health and Safety Code, as amended, of the State of California, that the hereinafter described territory in the County of Los Angeles be annexed to, included within, and known as the Consolidated Sewer Maintenance District of said County, formed June 3, 1929, and that no tax reallocation will be required.

Said territory shall consist of that portion of said County included within the boundaries contained in the legal descriptions and maps on file with the Executive Officer of the Board of Supervisors.

A public hearing upon the proposed action will be held at \_\_\_\_\_\_on Tuesday, the \_\_\_\_\_day of \_\_\_\_\_\_2022, in the Hearing Room of the Board of Supervisors, Room 381, Kenneth Hahn Hall of Administration, 500 West Temple Street, Los Angeles, California 90012, when the proposal and all objections will be heard and passed upon the Board of Supervisors, pursuant to Section 4900 of the Health and Safety Code and Section 99 of the Revenue and Taxation Code.

Please note that due to the COVID-19 pandemic, a virtual hearing may be held. Please visit <u>http://bos.lacounty.gov/Board-Meeting/Board-Agendas</u> for details on how to listen to the virtual meeting and/or address the Board.

The foregoing notice is given pursuant to said Resolution of Intention and by order of the Board of Supervisors for the County of Los Angeles, State of California.

For further information, please call (626) 300-3388.

## **AVISO DE AUDIENCIA**

#### AVISO SOBRE LA PROPUESTA ANEXACIÓN DE PARCELAS NOS. 10-18, 1-19 HASTA 4-19, 201-19, 1-20 HASTA 2-20, 101-20 HASTA 105-20, 201-20 HASTA 206-20, Y 4671 WORTH STREET (201-21), DENTRO DE TERRITORIOS UNICORPORADOS DE AGOURA, ALTADENA, ATHENS, CASTAIC, Y QUARTZ HILL Y LAS CIUDADES DE CARSON, DIAMOND BAR, DUARTE, INDUSTRY, LOS ANGELES, RANCHO PALOS VERDES, ROLLING HILLS, ROLLING HILLS ESTATES. SAN DIMAS. Y SANTA CLARITA

Por medio de la presente se da noticia que la Junta de Supervisores del Condado de Los Angeles, Estado de California, en el \_\_\_\_\_\_ día de \_\_\_\_\_\_ 2022, adoptó una Resolución de Intención en donde se encontró y determinó que la lateral y/o servicio colectivo de drenajes fueron instalados dentro de un territorio en el Condado de Los Angeles; que ninguna otra provisión ha sido hecha para el mantenimiento y reparación de tales drenajes; que ninguna parte del área esta ahora incluida dentro de un distrito de mantenimiento; que el área está en necesidad de mantenimiento de drenajes y debería de ser incluida en un distrito de mantenimiento de drenajes; y, en orden declarada la intención, de acuerdo con el Capítulo 4, Parte 3, División 5 del Código de Salud Y Seguridad, como enmendada, del Estado de California, después de que el territorio en el Condado de Los Angeles sea anexado a, incluido dentro, y conocido como el Distrito Consolidado de Mantenimiento de Drenajes de dicho Condado, formado el 3 de Junio de 1929, y que no se necesitará una reasignación de impuestos.

Dicho territorio deberá consistir de tal porción de dicho Condado incluido dentro de los límites contenidos en las descripciones legales y mapas en archivo con el Oficial Ejecutivo de la Junta de Supervisores.

Una audiencia pública sobre la acción propuesta se llevará a cabo a las \_\_\_\_\_\_ el Martes, \_\_\_\_\_ de \_\_\_\_\_ 2022, en la Cámara de Auditorias (Hearing Room) de la Junta de Supervisores, Cuarto (Room) 381, Kenneth Hahn Hall of Administration, 500 West Temple Street, Los Angeles, California 90012, cuando la propuesta y oposiciones serán escuchadas y decretadas por la Junta de Supervisores, conforme a la Sección 4895, et seq. del Código de Salud Y Seguridad (Health and Safety Code) y Sección 99 del Código de Ingresos e Impuestos (Revenue and Taxation Code).

Tenga en cuenta que debido a la pandemia de COVID-19, se puede celebrar una audiencia pública virtual. Visite <u>http://bos.lacounty.gov/Board-Meeting/Board-Agendas</u> para obtener detalles sobre cómo escuchar la reunión virtual y / o dirigirse a la Junta..

El consiguiente aviso se da de acuerdo a dicho Intento de Resolución y por orden de la Junta de Supervisores para el Condado de Los Angeles, Estado de California.

Para más información, favor de llamar al teléfono (626) 300-3308.

### **ENCLOSURE E**

#### A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES, CALIFORNIA APPROVING AND ACCEPTING NEGOTIATIONS THAT THERE WILL BE NO EXCHANGE OF PROPERTY TAX REVENUES FROM THE ANNEXATION OF 20 PARCELS TO THE CONSOLIDATED SEWER MAINTENANCE DISTRICT ANNEXATION NOS. 10-18, 1-19 THROUGH 4-19, 201-19, 1-20 THROUGH 2-20, 101-20 THROUGH 105-20, 201-20 THROUGH 206-20, AND 4671 WORTH STREET (201-21)

WHEREAS, pursuant to Section 99 of the Revenue and Taxation Code, prior to the effective date of and jurisdictional change, the governing bodies of all agencies whose service areas or service responsibilities would be altered by such change must determine the amount of property tax revenues to be exchanged between the affected agencies and approve and accept the negotiated exchange of property tax revenue by resolution; and

WHEREAS, the Board of Supervisors of the County of Los Angeles is required to negotiate any exchange of property tax revenues on behalf of special districts located within the County; and

WHEREAS, the Board of Supervisors, acting on behalf of the County of Los Angeles and the Consolidated Sewer Maintenance District, has determined the amount of property tax revenues to be exchanged as a result of the annexation of Parcel Nos. 10-18, 1-19 through 4-19, 201-19, 1-20 through 2-20, 101-20 through 105-20, 201-20 through 206-20, and 4671 Worth Street (201-21) to the Consolidated Sewer Maintenance District, entitled Annexation Parcel Nos. 10-18, 1-19 through 4-19, 201-19, 1-20 through 2-20, 101-20 through 105-20, 201-20 through 2-20, and 4671 Worth Street (201-21).

NOW, THEREFORE, BE IT RESOLVED, as follows:

- 1. The negotiated exchange of property tax revenues resulting from the annexation of Parcel Nos. 10-18, 1-19 through 4-19, 201-19, 1-20 through 2-20, 101-20 through 105-20, 201-20 through 206-20, and 4671 Worth Street (201-21) to the Consolidated Sewer Maintenance District, entitled Annexation Parcel Nos. 10-18, 1-19 through 4-19, 201-19, 1-20 through 2-20, 101-20 through 105-20, 201-20 through 206-20, and 4671 Worth Street (201-21) is approved and accepted.
- 2. For fiscal years commencing on and after July 1, 2023, no transfer of property tax revenues shall be made as a result of this action.

The foregoing resolution was adopted on the \_\_\_\_\_ day of \_\_\_\_\_, 2022, by the Board of Supervisors of the County of Los Angeles.

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

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

APPROVED AS TO FORM:

DAWYN R. HARRISON Acting County Counsel

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

JT:vr H:\SMHOME\SEWER\2021\Board Letters\BDL21 SMD ANNEXATION\Annex Enc E Resolution.docx

#### BOARD LETTER/MEMO CLUSTER FACT SHEET

Board Letter

Board Memo

Other

CLUSTER AGENDA	7/20/2022							
	a /a /a a a a							
BOARD MEETING DATE	8/2/2022							
SUPERVISORIAL DISTRICT	⊠ AII □ 1 <sup>st</sup> □ 2 <sup>nd</sup> □ 3 <sup>rd</sup> □ 4 <sup>th</sup> □ 5 <sup>th</sup>							
DEPARTMENT(S)	Public Works							
SUBJECT	CONSTRUCTION-RELATED CONTRACT PUBLIC CONTRACTING AND ASSET							
	MANAGEMENT CORE SERVICE AREA							
	AWARD CONSULTANT SERVICES AGREEMENT							
	ON-CALL SURVEYING AND RELATED SERVICES							
	FOR FEDERALLY AND NON-FEDERALLY FUNDED PROJECTS							
	(ALL SUPERVISORIAL DISTRICTS)							
	(3 VOTES)							
PROGRAM	N/A							
AUTHORIZES DELEGATED AUTHORITY TO DEPT	Yes 🗌 No							
SOLE SOURCE CONTRACT	🗌 Yes 🛛 No							
	If Yes, please explain w	ny:						
DEADLINES/	N/A							
TIME CONSTRAINTS								
COST & FUNDING	Total cost:	Funding source:						
	\$3,000,000	Various Public Works Funds An initial term of 3 years plus two 1-year extension options,						
		xecution of the agreement.						
		funding for these services is included in various Public Works						
		oplies) Fiscal Year 2022-23 Budgets. Funding to finance future						
		equested through the annual budget process. When the need						
	arises for services unde	r these contracts, financing for required surveying services will						
		priate fund. Total expenditures for these services, however, will						
	not exceed the amount approved by the Board of Supervisors.							
PURPOSE OF REQUEST	Award and delegate authority to the Director of Public Works or his designee to execute							
	a consultant services agreement with Stantec Consulting Services, Inc., to provide							
	on-call surveying and related services for various federally and non-federally funded							
	County projects throughout the County of Los Angeles. The contract will commence							
	upon execution by the County with an initial term of 3 years plus two 1-year extensions for a total contract term of 5 years. The maximum contract amount is \$3 mi							
	for the 5-year term.							
BACKGROUND		agreement will allow Public Works to rapidly provide on-call						
(include internal/external		ervices for various federally and non-federally funded County						
issues that may exist		nt will ensure that adequate resources are available to provide						
including any related		lated services, not only for various Public Works administered						
motions)		ent projects, but also to accommodate requests for these						
	services from other Cou	nty departments.						
		our On over contract adjuitation Dublic Works patifies over						
WAS UTILIZED		ow: On every contract solicitation, Public Works notifies over ur "Do Business with Public Work" website. Public Works also						
		ses registered with WDACS and advertise in regional and small						
		pervisorial Districts. Public Works follows Federal contracting						
		State laws, Public Contract Code, and all Board contracting						
	policies.	<b>. . . .</b>						
SUPPORTS ONE OF THE	Yes No							
NINE BOARD PRIORITIES		ch one(s) and explain how: This recommendation supports the						
		of Sustainability with the Our County Sustainability Plan as the						
		nability Priority focuses on working toward the vision of making uble, economically stronger, more equitable, and more resilient.						

	The recommended actions will improve the economic and social well-being of our communities while maximizing and leveraging resources
DEPARTMENTAL	Name, Title, Phone # & Email:
CONTACTS	Shari Afshari, Deputy Director, (626) 458-4008, <u>safshari@pw.lacounty.gov</u>



#### **COUNTY OF LOS ANGELES**

#### DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

900 SOUTH FREMONT AVENUE ALHAMBRA, CALIFORNIA 91803-1331 Telephone: (626) 458-5100 http://dpw.lacounty.gov

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

> IN REPLY PLEASE REFER TO FILE: SMP-8

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

Dear Supervisors:

#### CONSTRUCTION-RELATED CONTRACT PUBLIC CONTRACTING AND ASSET MANAGEMENT CORE SERVICE AREA AWARD CONSULTANT SERVICES AGREEMENT ON-CALL SURVEYING AND RELATED SERVICES FOR FEDERALLY AND NON-FEDERALLY FUNDED PROJECTS (ALL SUPERVISORIAL DISTRICTS) (3 VOTES)

#### **SUBJECT**

Public Works is seeking Board approval to award and authorize the Director of Public Works or his designee to execute a consultant services agreement with Stantec Consulting Services, Inc., for on-call surveying and related services to be utilized for various federally and non-federally funded County projects for a 3-year term plus two 1-year extension options.

#### IT IS RECOMMENDED THAT THE BOARD:

- 1. Find that the proposed action is not a project pursuant to the California Environmental Quality Act for the reasons stated in this Board letter.
- 2. Award and delegate authority to the Director of Public Works or his designee to execute a consultant services agreement with Stantec Consulting Services, Inc., to provide on-call surveying and related services for various federally and non-federally funded County projects throughout the County of Los Angeles. The contract will commence upon execution by the County of Los Angeles with an initial term of 3 years plus two 1-year extension options for a total contract term of 5 years. The maximum contract amount is \$3 million for the 5-year term.

MARK PESTRELLA, Director

August 2, 2022

> 3. Delegate authority to the Director of Public Works or his designee to administer the agreement and, at the discretion of the Director of Public Works or his designee, to exercise the two 1-year extension options to extend the term of the contract based upon project demands and the level of satisfaction with services provided.

#### PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended actions is to award a consultant services agreement that will allow Public Works to rapidly provide on-call surveying and related services for various federally and non-federally funded County projects. Federally funded projects, which are funded through the Federal Highway Administration, require that the solicitation and contract documents comply with the Local Assistance Procedures Manual. The solicitation for federally and non-federally funded projects were solicited in compliance with the Local Assistance Procedures Manual, which had a disadvantaged business enterprise goal of 8 percent.

The agreement will ensure that adequate resources are available to provide on-call surveying and related services, not only for various Public Works administered infrastructure improvement projects, but also to accommodate requests for these services from other County departments.

#### 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 III.3, Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability, and Objective III.3.2, Manage and Maximize County Assets, by improving the economic and social well-being of our communities while maximizing and leveraging resources. This consultant, Stantec Consulting Services, Inc., has the specialized expertise to provide needed services accurately, efficiently, timely, and in a responsive manner to support Public Works in meeting these goals.

#### FISCAL IMPACT/FINANCING

The maximum not-to-exceed contract amount is \$3 million. The contract is for an initial 3-year term plus two 1-year extension options for a total maximum term of 5 years. Should additional work be required that exceeds the amount authorized, Public Works will return to the Board for approval.

Sufficient funding for these services is included in various Public Works funds, primarily the Road Fund (B03) and Flood Fund (B07) (Services and Supplies) Fiscal Year 2022-23 Budgets. Funding to finance future contract years will be requested through the annual budget process. When the need arises for services under these contracts, financing for required surveying services will be made from the appropriate fund.

#### FACTS AND PROVISIONS/LEGAL REQUIREMENTS

A standard consultant services agreement for federally or non-federally funded projects, in the form previously approved by County Counsel, will be used. The consultant services agreements will contain terms and conditions in compliance with the Chief Executive Office and the Board's requirements. A standard service contract has been used that contains terms and conditions in compliance with the Board's ordinances, policies, programs, and Federal contracting terms. The agreement also includes a provision requiring the consultant firms to track subcontractor's utilization of Local Small Business Enterprises, Disabled Veterans Business Enterprises, and Social Enterprise Business.

The Community Business Enterprises' participation was not included in the solicitation as it required for the federally funded services and work products as it conflicts with Federal regulations. Instead, these agreements include a Disadvantaged Business Enterprise goal of 8 percent participation, which was reviewed and approved by the California Department of Transportation.

The consultant was selected upon final analysis and consideration without regard to race, creed, gender, or color.

The enclosed Proposers' Utilization Participation and Community Business Enterprise Program Information for On-call Surveying and Related Services for Federal and non-Federal Funded Projects (Enclosure A) reflects the consultants' minority participation and the Community Business Enterprises' participation data for non-federally funded services and work products.

#### ENVIRONMENTAL DOCUMENTATION

The recommended actions are not a project pursuant to the California Environmental Quality Act (CEQA) because they are activities that are excluded from the definition of a project by Section 21065 of the Public Resources Code and Section 15378(b)(5) of the CEQA Guidelines. The proposed action to award an on-call surveying and related services consultant agreement for anticipated future projects is an administrative activity

of the government that will not result in direct or indirect changes to the environment. Public Works will return to the Board, as necessary, for consideration of appropriate environmental documentation pursuant to CEQA prior to commencement of activities under the agreement that may constitute a project under CEQA.

#### CONTRACTING PROCESS

On March 25, 2021, Public Works issued a Request for Proposals (RFPs) for on-call surveying and related services for federally and non-federally funded projects. The enclosed RFP notification was posted on the County's "Doing Business with the County" website (Enclosure B), Public Works' "Do Business with Public Works" website, and Twitter. In addition, advertisements were placed in the *Los Angeles Daily Journal, Los Angeles Sentinel, La Opinión, Malibu Times, Pasadena Star News, Press Telegram, Santa Monica Daily Press, Daily Breeze, The Signal, and Watts Times newspapers. Also, Public Works informed 1,654 Local Small Business Enterprises, 881 Community Business Enterprises, 189 Social Enterprises, and 192 Disabled Veteran Owned Business Enterprises about this business opportunity. Twenty-six firms registered on the "Public Works Contract Opportunities" website for this RFP.* 

On May 11, 2021, four firms submitted proposals. An evaluation committee, composed of Public Works' technical staff, evaluated the proposals as outlined in the RFP, including technical expertise, proposed work plan, experience, personnel, qualifications, price, and understanding of the work requirements. Based on the evaluation of the proposals, Stantec Consulting Services, Inc., was selected as the best qualified firm to provide the required services. Public Works has determined that Stantec Consulting Services, Inc., proposed rates for performing the services are reasonable. Stantec Consulting Services, Inc., is 3-year contracting history is on file with Public Works.

The recommended consultant services agreement requires that the consultant demonstrates its good faith efforts to utilize Disadvantaged Business Enterprises.

Public Works has evaluated and determined that Los Angeles County Code Chapter 2.201 (Living Wage Program) does not apply to the recommended agreement. This agreement is exempt from the requirements of Proposition A of Los Angeles County Code Chapter 2.121 because the services are required on a part-time and intermittent basis. Public Works notified the Union on this solicitation.

The consultant services agreement includes a cost-of-living adjustment provision in accordance with the Board's Policy No. 5.070 (Multi-Year Services Contract Cost-of-Living Adjustments).

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

There will be no impact on current County services or projects as a result of authorizing the recommended consultant services agreement. This agreement will provide necessary on-call surveying and related services for federally and non-federally funded projects in an efficient manner by enhancing the delivery of Public Works and County projects.

#### CONCLUSION

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

Respectfully submitted,

MARK PESTRELLA, PE Director of Public Works

MP:GE:mr

Enclosures

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

## **Enclosure A**

#### PROPOSERS' UTILIZATION PARTICIPATION AND COMMUNITY BUSINESS ENTERPRISE PROGRAM INFORMATION FOR ON-CALL SURVEYING AND RELATED SERVICES FOR FEDERAL AND NON-FEDERAL FUNDED PROJECTS

	Firm Name	Local SBE	SBE	Minority	Women	Disadvantaged	DisabledVet
1	Stantec Consulting Services, Inc.						
	Aerotas, LLC						
	Cabrinha, Hearn & Associates	х	х			х	
	Digital Mapping, Inc.		х	х	х		
	Formation Environmental		х				
	Geospatial Professional Solutions, Inc.		х			х	
	R.E.Y. Engineers, Inc.		х				
	The Sanborn Map Company, Inc.						
	Steven Katz dba Sky Ladder Drones	x	х				
	Vandelay Industries, LLC dba Vertical Mapping Resources		х		х		

#### SELECTED FIRMS

#### NON-SELECTED FIRMS

	Firm Name	Local SBE	SBE	Minority	Women	Disadvantaged	DisabledVet
1	D. Woolley & Associates, Inc.		х	х		х	
2	GIS Surveyors, Inc.		х				х
3	Michael Baker International, Inc.						

\*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 SURVEYING AND RELATED SERVICES FOR FEDERAL AND NON-FEDERAL FUNDED PROJECTS

	FIRM INFORMATION*	Stantec Consulting Services, Inc.									
BUS	INESS STRUCTURE	Corporation									
CUL	TURAL/ETHNIC COMPOSITION	NUMBER/% OF OWNERSHIP									
OWNERS/PARTNERS	Black/African American	N/A									
NE.	Hispanic/Latino	N/A									
RT	Asian or Pacific Islander	N/A									
ΡA	American Indian	N/A									
RS	Filipino	N/A									
NE	White	N/A									
Ň	Female (included above)	N/A									
<u> </u>				NUM	REP	I					
	Black/African American	2									
~	Hispanic/Latino	15									
	Asian or Pacific Islander	9									
DAG	American Indian	0									
AN	Filipino	0									
Σ	White	314									
	Female (included above)	72									
	Black/African American	178									
	Hispanic/Latino	541									
	Asian or Pacific Islander	549									
TA.	American Indian	12									
S	Filipino White	12 5,463									
	Female (included above)	2,316									
Tota	No. of Employees	7,095									
1010		7,000		<u>I</u>							
COU	INTY CERTIFICATION										
	СВЕ	N		1							
	LSBE	N									
отн	ER CERTIFYING AGENCY	N/A									
-	ER CERTIFYING AGENCY		roposal. On final an	alveis and considerati	on of award, vonder	s woro soloctod wi	the				

\*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.





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#### Home (/LACoBids/) / 🖵 Admin (/LACoBids/Admin)

#### • Solicitation Detail

Soliciation Number:	BRC0000191	BRC0000191									
Title:	On-Call Surveying and Relate Funded Projects	On-Call Surveying and Related Services for Federal-Funded and Non-Federal- unded Projects									
Department:	Public Works										
Bid Type:	Service	Bid Amount:	\$3,000,000.00								
Commodity:	AERIAL SURVEYS SERVICE	AERIAL SURVEYS SERVICE									
Description:	Visit Public Works website at https://dpw.lacounty.gov/cor documents. Proposals receive The County of Los Angeles Pu- firms to provide on-call surve non-federal funded projects la Contract has an 8% Disadvan subconsultant encouraged to A pre-proposal virtual confere will be held on Wednesday Ap Those who wish to attend mu Meeting (Live) on the project	ntracts/opportunitie ed after the deadline ublic Works is reque ying and related ser ocated throughout taged Business Ente be utilized to meet ence to answer que oril 7, 2021 at 2:00 p st click the link title page located at the	e will not be accepted. esting proposals from qualified rvices for various federal and County of Los Angeles. erprise (DBE) goal. DBE the contract goal. stions concerning the project p.m., via Microsoft Teams. d "Pre-Proposal Conference website below to join.								

..

Open Day:	3/25/2021	Close Date:	5/11/2021 4:00:00 PM					
Contact Name:	Rori Rubio	Contact Phone:	(626) 458-2584					
Contact Email:	rrubio@dpw.lacounty.gov							
Last Changed On:	4/20/2021 3:24:43 PM							
Attachment File (0) :	• Click here to downlo	ad attachment files.						
	Update (/L/	ACoBids/Admin/Upd	ateBid/MzA4OTcxMzI1MjEz)					



#### BOARD LETTER/MEMO CLUSTER FACT SHEET

⊠ Board Letter		Board Memo	Other
CLUSTER AGENDA REVIEW DATE	7/20/2022		
BOARD MEETING DATE	8/2/2022		
SUPERVISORIAL DISTRICT AFFECTED	All 1 <sup>st</sup>	2 <sup>nd</sup> 3 <sup>rd</sup> 4 <sup>th</sup> 5 <sup>th</sup>	
DEPARTMENT(S)	Public Works		
SUBJECT	remediation, and com provide on-call envi	vices agreements for on-call enviro pliance services to enhance Public V ironmental assessment, remediation rojects throughout the County of Los	Vorks' ability to rapidly on, and compliance
PROGRAM			
AUTHORIZES DELEGATED AUTHORITY TO DEPT	🛛 Yes 🗌 No		
SOLE SOURCE CONTRACT	🗌 Yes 🛛 No		
	If Yes, please explain w	hy:	
DEADLINES/		d on January 30, 2022, but were e	
TIME CONSTRAINTS	where projects were June 30, 2022.	ongoing. All ongoing projects m	ust be completed by
COST & FUNDING	Total cost: \$15,000,000	Funding source: Will be fin appropriate capital, refurbishmen various operating and special fund 1-year term plus four 1-year extension	nt, infrastructure, or (s).
	\$15,000,000 for a 1 Director of Public Wo up to 25 percent of t orders for these a refurbishment, infras 2022-23 Budgets. Fu through the annual bu		ion options, and the ement the program by ading to finance work appropriate capital, Funds Fiscal Year ears will be requested
PURPOSE OF REQUEST	Public Works' ability	ng Board approval to award services to rapidly provide on-call enviror mpliance services to be utilized y of Los Angeles.	nmental assessment,
BACKGROUND (include internal/external issues that may exist including any related motions)	expand Public Work contamination impa environmental regula	assessment, remediation, and com s' ability to identify and clear cting County projects, maintain tors, and efficiently deliver renovation ngs and Capital Project Programs.	n up environmental n compliance with

EQUITY INDEX OR LENS WAS UTILIZED	Yes 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 WDACS and advertise 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.
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	Yes Do If Yes, please state which one(s) and explain how: Board Priority No. 5: Environmental Health Oversight and Monitoring This Priority aims to address recent and future environmental health threats impacting County residents, such as communities living near battery recycling plants, serious natural gas leaks, fire floods, and other environmental threats. The Board established this Priority in June 2016 with the intention of implementing more rigorous oversight and monitoring. This Priority also aims to increase awareness of the impact of environmental hazards on health.
DEPARTMENTAL CONTACTS	Name, Title, Phone No. & Email: Shari Afshari, Deputy Director, (626) 458-4008 or Cell (626) 695-3831, safshari@dpw.lacounty.gov



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:

#### CONSTRUCTION-RELATED CONTRACT PUBLIC CONTRACTING AND ASSET MANAGEMENT CORE SERVICE AREA ON-CALL ENVIRONMENTAL ASSESSMENT, REMEDIATION, AND COMPLIANCE SERVICES AWARD CONSULTANT SERVICES AGREEMENTS (ALL SUPERVISORIAL DISTRICTS) (3 VOTES)

#### **SUBJECT**

Public Works is seeking Board approval to execute 12 consultant services agreements for a total aggregate not-to-exceed annual program amount of \$15 million, across all 12 agreements, to enhance Public Works' ability to rapidly provide on-call environmental assessment, remediation, and compliance services for various projects throughout the County of Los Angeles.

#### IT IS RECOMMENDED THAT THE BOARD:

- 1. Find that the proposed action is not a project pursuant to California Environmental Quality Act.
- 2. Approve and delegate authority to the Director of Public Works or his designee to execute consultant services agreements with the following three small-sized firms (Catalyst Environmental Solutions Corporation; Orion Environmental, Inc.; and Waterstone Environmental, Inc.), one medium-sized firm (Frey Environmental, Inc.), and eight large-sized firms (AECOM Technical Services, Inc.; Alta Environmental, L.P.; Burns & McDonnell Engineering Company, Inc.; Kleinfelder, Inc.; and Wood Environment & Associates, Inc.; Stantec Consulting Services Inc.; and Wood Environment &

Infrastructure Solutions, Inc.) to provide on-call environmental assessment, remediation, and compliance services throughout the County of Los Angeles for a total aggregate not-to-exceed annual program amount of \$15 million, across all 12 agreements, for a 1-year term plus four 1-year extension options for each firm. These contracts will be subjected to the additional extension provisions.

- Delegate authority to the Director of Public Works or his designee to authorize additional services and extend the contract expiration date as necessary to complete those additional services when those additional services are: (1) previously unforeseen, (2) related to a previously assigned scope of work on a given project, and (3) are necessary for the completion of that given project.
- 4. Delegate authority to the Director of Public Works or his designee to supplement the initial aggregate not-to-exceed program amount of \$15 million by up to 10 percent of the aggregate program amount per amendment based on workload requirements. The aggregate amount of such amendments shall not exceed 25 percent of the original contract amount.
- 5. Delegate authority to the Director of Public Works or his designee to execute the four 1-year extension options on the agreements.

#### PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS

Approval of the recommended actions will augment Public Works' ability to rapidly provide on-call environmental assessment, remediation, and compliance services to be utilized on various County projects.

The recommended environmental assessment, remediation, and compliance services will expand Public Works' ability to identify and clean up environmental contamination impacting County projects, maintain compliance with environmental regulations, and efficiently deliver renovations/improvements to various County buildings and Capital Project Programs.

#### Implementation of Strategic Plan Goals

The recommendations support the County Strategic Plan: Strategy III.3, Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability, Objective III.3.2, Manage and Maximize County Assets, by contracting with consultants who have the

specialized expertise to provide these services accurately, efficiently, timely, and in a responsive manner.

#### FISCAL IMPACT/FINANCING

The program is for a not-to-exceed total aggregate amount of \$15 million for a 1-year term plus four 1-year extension options, and the Director of Public Works or his designee may also supplement the contract by up to 25 percent of the contract amount. Sufficient funding to finance work orders for these agreements is included in the appropriate capital, refurbishment, infrastructure, or various Public Works Funds, Internal Service Fund (B04), Road Fund (B03), Flood Control District Fund (B07), and Public Works General Fund (A01) Fiscal Year 2022-23 Budgets. Funding to finance the future contract years will be requested through the annual budget process. For capital projects and refurbishments, no work will be assigned to these consultants without the prior review and funding verification from the Chief Executive Office. For Public Works' infrastructure and maintenance projects, no work will be assigned to these consultants without the appropriate funding authorization.

Expenditures for the subject services incurred by Public Works' Internal Service Fund – Capital Project Management Program will be reimbursed through approved individual project budgets Fiscal Year 2022-23.

#### FACTS AND PROVISIONS/LEGAL REQUIREMENTS

A standard consultant services agreement, in the form previously approved by County Counsel, will be used. The consultant services agreements contain terms and conditions in compliance with the Chief Executive Officer's and the Board's requirements. The agreements also include a provision requiring the consultant firms track subcontractors' utilization of Local Small Business Enterprise, Disabled Veteran Business Enterprise, and Social Enterprise businesses.

The term of each consultant services agreement shall commence on the date of the full execution of the contract and shall extend for a period of 1 year from such commencement date, plus four 1-year extension options for each firm, for a maximum contract duration of 5 years. The expiration of each of the consultant services agreements is subject to the following condition: where services for a given project have been authorized in writing by the County 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 consultant's minority participation and utilization (Enclosure A) and the Community Business Enterprises participation data (Enclosure B) are enclosed.

#### **ENVIRONMENTAL DOCUMENTATION**

The proposed action is not a project pursuant to California Environmental Quality Act (CEQA) because it is an activity that is excluded from the definition of a project by Section 15378(b) of the CEQA Guidelines. The proposed action to award on-call environmental, assessment, remediation, and compliance services is an administrative activity of government, which will not result in direct or indirect changes to the environmental documentation pursuant to CEQA before the approval of any activities that constitute a project under CEQA.

#### CONTRACTING PROCESS

On August 23, 2021, a notice of the Request for Proposals (RFP) was placed on the County's "Doing Business with the County" website (Enclosure C) and the "Do Business with Public Works" website, and advertisements were placed in the *Daily Journal, Los Angeles Sentinel, La Opinión, Pasadena Star News, Press Telegram, Santa Monica Daily Press, Daily Breeze, The Signal, Watts Times, and Chinese Daily News.* Also, Public Works informed 1,634 Local Small Business Enterprises, 192 Disabled Veteran Business Enterprises, 1055 Community Business Enterprises, and 180 Social Enterprises about this business opportunity and 50 firms registered on the Public Works website for the RFP.

The RFP allowed firms to compete as primes in one of three categories: 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 that a total of 12 firms would be awarded contracts as follows: 6 small-sized firms (with 25 or fewer personnel), 2 medium-sized firms (with 26 to 75 personnel), and 4 large-sized firms (with over 75 personnel). The RFP also stated that prior to the award, the County reserves the right to increase or decrease the number of selected firms in any size category.

On October 21, 2021, 22 firms submitted proposals: 4 small-sized firms, 2 medium-sized firms, and 16 large-sized firms.

Evaluation committees, each consisting of Public Works' staff, evaluated the proposals based on criteria described in the RFP, including technical expertise, experience, personnel, qualifications, and understanding of the work requirements. Two firms,

one small-sized firm and one medium-sized firm, were disqualified for not meeting the minimum 50 percent threshold score included in the RFPs to qualify for award of the contract. Based on the evaluation of the proposals, the following firms were selected without regard to race, creed, color, or gender: three small-sized firms (Catalyst Environmental Solutions Corporation, Orion Environmental, Inc., and Waterstone Environmental, Inc.), one medium-sized firm (Frey Environmental, Inc.), and eight large-sized firms (AECOM Technical Services, Inc., Alta Environmental, L.P., Burns & McDonnell Engineering Company, Inc., Kleinfelder, Inc., Leighton Consulting, Inc., Roux Associates, Inc., Stantec Consulting Services Inc., and Wood Environment & Infrastructure Solutions, Inc.). The firms selected represent the best-qualified firms to provide the required services are reasonable. Three-year contracting histories for the selected firms are on file with Public Works.

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

The consultant services agreements include a cost-of-living adjustment provision in accordance with the Board Policy No. 5.070 – Multi-Year Services Contract Cost of Living Adjustments.

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

There will be no impact on current County services or projects as a result of authorizing the recommended consultant services agreements. These agreements will provide necessary on-call environmental assessment, remediation, and compliance services to assist various County projects in an efficient manner, enhancing the delivery of Public Works and County projects.

#### **CONCLUSION**

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

Respectfully submitted,

MARK PESTRELLA, PE Director of Public Works

MP:HA:kw

Enclosure

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

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#### PROPOSERS' UTILIZATION PARTICIPATION FOR ON-CALL ENVIRONMENTAL ASSESSMENT, REMEDIATION, AND COMPLIANCE SERVICES

Small-Sized Business		ULL					
Category Proposer Name	Local SBE	SBE	Minority	Women	Disadvantaged	DisabledVet	LGBTQQ
Catalyst Environmental Solutions Corporation	x	x					
American Analytics		x		x			
American Integrated Services			x				
AP Engineering and Testing	x	x	x		x		
BC2 Environmental		x					
Belshire Environmental Services, Inc.		x	x	x			
EFS West, Inc.	x	x					
Jones Environmental, Inc.	X	x					
Spectrum Geophysics	x	x					
2 Orion Environmental, Inc.	x	x					
Advanced Technology Laboratories	x	x	x		x		
American Integrated Services, Inc.			x				
Aspen Environmental, Inc.		x					
BC2 Environmental		x					
Belshire Environmental Services, Inc.		x	x	x			
Blaine Tech Services		x		x			
Calvada Surveying, Inc.		x	x		x	x	
Confluence Environmental, Inc.		x		x			
Core Probe International, Inc.	x	x	x		x		
Drilling, LLC		x			x		

#### SELECTED FIRMS

		1					1
Engineering & Environmental Construction, Inc.		x					
Enviro-Tox Services, Inc.		x	x		x		
Gregg Drilling		x	x				
H&P Mobile Geochemistry, Inc.				x	x		
Innovative Construction		x					
Integrated Demolition & Remediation		x	x		x		
IO Environmental & Infrastructure, Inc.		x				x	
Jet Drilling, Inc.		x	x		x		
OFRS, Inc.		x					
Omega Environmental Services, Inc.		x					
Performance Analytical Laboratories		x		x	x		
Polytechnique Environmental, Inc.		x	x	x	x		
Spectrum Geophysics	x	x					
Strongarm Environmental Field Services		x					
Tri-County Drilling, Inc.		x		x	x		
Ultra Systems Environmental, Inc.				x	x		
United Pumping Services, Inc.			x				
Vista Environmental Consulting, Inc.		x					
<sup>3</sup> Waterstone Environmental, Inc.							
ABC Liovin Drilling	x	x					

	Aurora Industrial Hygiene	x	х				x	
	Corry Engineering		X					
	Jones Environmental Laboratories	x	x					
	Spectrum Geophysics	x	х					
	Medium-Sized Business Category Proposer Name	Local SBE	SBE	Minority	Women	Disadvantaged	DisabledVet	LGBTQQ
4	Frey Environmental, Inc.			x				
	Enviro-Tox Services, Inc.		х	x		x		
	Kehoe Testing & Engineering		x					
	Large-Sized Business Category Proposer Name							
5	AECOM Technical Services, Inc.							
	Advanced Technology Laboratories			x	x	x		
	American Integrated Services			x				
	Aurora Industrial Hygiene	x	x				x	
	Belshire Environmental Services, Inc.				x			
	California Barricade				x			
	Drewelow Remediation Equipment			x	x			
6	Alta Environmental, LLP (NV5)							
	ABC Liovin Drilling	x	x					
	American Environmental Testing Laboratories	x	x	x				
	American Integrated Services			x				
	AQ Environmental Laboratories					x		
	Aurora Industrial Hygiene	x	x				x	

I	Belshire Environmental							
	Services, Inc.		x	x	x			
	CalClean			x				
	CES Environmental			x				
	Confluence Environmental, Inc.		x		x			
	Drake Traffic Control Services		x				x	
	Enviro-Tax Services		x	x		x		
	Jones Environmental	x	x					
	OFRS, Inc.		x					
	Spectrum Geophysics	x	x					
	Strongarm Environmental Field Services		x					
7	Burns & McDonnell Engineering Company, Inc.							
	American Scientific Laboratories	x	x		x			
	ASSET Laboratories		x	x	x	x		
	A-Tech Consulting		x		x			
	Belshire Environmental Services, Inc.		x	x	x			
	Blackhawk Environmental		x				x	
	Coriolis		x	x				
	Integrated Demolition & Remediation		x	x		x		
	Martini Drilling		x	x		x		
	OFRS, Inc.		x					
	Panacea	x	x					
	SubSurface Surveys		x					
	Summit Consulting	x	x	x	х	x		
	Veteran Drilling		x	x		x	x	
8	Kleinfelder, Inc.							

American Integrated Services			x				
AP Engineering and Testing	x	x	x		x		
ASSET Laboratories		x	x	x	x		
Aurora Industrial Hygiene	x	x				x	
Belshire Environmental Services, Inc.		x	x	x			
California Barricade		x		x			
California Watershed Engineering			x				
Guida Surveying				x			
Integrated Demolition & Remediation		x	x		x		
Jet Drilling, Inc.		x	x		x		
Synergy Traffic Control			x				
Wagner Engineering				x	x		
Watearth Inc	x	x		x	x		x
Yorke Engineering		x		x			
9 Leighton Consulting, Inc.							
Advanced Technology Laboratories		x	x	x	x		
American Integrated Resources			x				
American Integrated Services			x				
Belshire Environmental Services, Inc.		x	x	x			
Chambers Group		x					
Coast Surveying					x		
CTI Environmental	х	x			x		
EFS West, Inc.	х	x					
Enviro-Tax Services		x	x		x		
Fleming Environmental		x					
Fueltech		x				0	

GEOVision		x					
Gregg Drilling		x	x				
Guida Surveying		x		x			
H & P Mobile Geochemistry				x	x		
Health Science Associates		x					
Hunsaker And Associates					x		
Innovative Construction		x					
Interphase Environmental		x					
J&H Drilling						0	
JHA Environmental		x					
Jones Environmental	x	x					
JHA Environmental		x					
Jones Environmental	x	x					
Katz & Associates							
Martini Drilling		x	x		x		
Millennium Environmental		x					
Miller Environmental		x					
MJK Construction	x	x					
Optimal Technology		x					
Strongarm Environmental Field Services		x					
SubSurface Surveys		x					
Sunwest Engineering	х	x					
Synergy Traffic Control	х	x	x			x	
Vista Environmental Consulting, Inc.		x					
10 Roux Associates, Inc.							
ABC Liovin Drilling	x	x					
Advanced Technology Laboratories	x	x	x	x	x		
AIS							
American Analytics		x		x			

American late materia Comisso							
American Integrated Services			x				
American Scientific	x	x		x			
Laboratories	~	~		~			
BC2 Environmental		x					
Belshire Environmental		x	x	x			
Services, Inc.							
California Barricade				x			
Calvada Surveying, Inc.		x	x			x	
Coast Surveying		x	x		x		
EFS West, Inc.	x	x					
Enviro-Tax Services		x	x		x		
Gregg Drilling			x				
H&P Geochemistry				x	x		
Hunsaker And Associates					x		
Interphase Environmental	х	x	x	x	x		
IO Environmental &							
Infrastructure, Inc.		x			x	x	
J & H Drilling	x	x	x	x	x		
Jacob & Hefner (JHA)		x					
Jones Environmental	x	x					
Laboratory Data Consultants			x				
OFRS, Inc.		x					
Optimal Technology		x					
Petra Geoscience	x	x					
Rice Concrete Cutting	x	x					
Spectrum Geophysics	х	x					
Strongarm Environmental		x					
Field Services		^					
SubSurface Surveys		x					
Titan Environmental		x	x		x		
United pumping			x				
11 Stantec Consulting							
Services, Inc.							
ABC Liovin Drilling	x	x					

	Advanced Technology				1			
	Laboratories (ATL)	x	x	x	x			
	Alpha Traffic Services		x		x			
	American Analytics		x	1	x			
	Atmosphere Analysis		x	x				
	Belshire Environmental							
	Services, Inc.		x	x	x	x		
	Blaine Tech Services		x		x			
	Consensus		x					
	Engineering & Environmental Construction, Inc.		x					
	Gregg Drilling		x	x				
	H&P Mobile Geochemistry, Inc.				x	x		
	Interphase Environmental	x	x	x	x	x		
	OFRS, Inc.		x				x	
	PAX Environmental		x					
	Strongarm Environmental Field Services		x					
	Veteran Drilling		x			x	x	
	Watearth Inc	x	x		x	x		x
12	Wood Environment & Infrastructure Solutions, Inc.							
	American Analytics		x		x			
	American Integrated Services			x				
	AP Engineering and Testing	x	x	x		x		
	Aurora Industrial Hygiene	x	x			x	x	
	Belshire Environmental Services, Inc.		x	x	x	x		
	Calvada Surveying, Inc.		x	x		x	x	
	Environmental Treatment & Technology (Advanced Technology Labs)	x	x	x	x	x		

#### PROPOSERS' UTILIZATION PARTICIPATION FOR ON-CALL ENVIRONMENTAL ASSESSMENT, REMEDIATION, AND COMPLIANCE SERVICES

Gregg Drilling		x	x			
H&P Mobile Geochemistry, Inc.				x	x	
Interphase Environmental	x	x	x	x	x	
Watearth Inc	х	х		x	x	х

#### NON-SELECTED FIRMS

	Small-Sized Business		NON-SELEC	-				
	Category Proposer Name	Local SBE	SBE	Minority	Women	Disadvantaged	DisabledVet	LGBTQQ
13	Remdox, Inc.	x	x					
	Andersen Integrated Services, Inc.	x	x					
	Land IQ, LLC		x					
	Terry A. Hayes Associates, Inc.		x	x		x		
	Medium-Sized Business Category Proposer Name	Local SBE	SBE	Minority	Women	Disadvantaged	DisabledVet	LGBTQQ
14	Citadel Environmental Services, Inc.	x	x					
	American Scientific Laboratories, LLC	x	x		x			
	Belshire Environmental Services, Inc.		x	x	x			
	Ultrasystems	x	x					
	Large-Sized Business Category Proposer Name	Local SBE	SBE	Minority	Women	Disadvantaged	DisabledVet	LGBTQQ
15	Cardno, Inc.							
	American Scientific Laboratories, LLC	x	x		x			
	Bargas Environmental Consulting		x	x	x	x		
	BC2 Environmental		x					
	Belshire Environmental Services, Inc.		x	x	x			
	Calvada Surveying		x	x		x		

	Engineering & Environmental Construction (E&E Construction)		x					
	Magnolia Environmental			x	x			
	Pax Environmental		x				x	
	Quality Environmental		x	x				
	Spectrum Geophysics	x	x					
	Tierra Data, Inc.		x		x	x		
	Veteran Drilling		x	x		x	x	
	Yorke Engineering		x		x			
16	Dudek, Inc.							
	Aurora Industrial Hygiene						x	
	Belshire Environmental Services, Inc.		x	x	x			
	CTI Environmental	x	x			x		
	United Pumping Services			x				
	GeoVision		x					
17	ES Engineering Services, LLC dba Montrose							
	A&R Laboratories, Inc.		x					
	American Integrated			x				
	Services, Inc.			^				
	Belshire Environmental Services, Inc.		x	x	x			
	BC2 Environmental		x					
	Kehoe Testing & Engineering		x					
18	Geosyntec Consultants, Inc.							
	American Analytics		Х		X			
	American Eagle Protective Services	x	х		x			
	American Scientific Laboratories, LLC	x	x		x			

AP Engineering & Testing	х	x	х		x		
Belshire Environmental		x	х	x			
Blaine Tech		x	х	x			
California Barricade				x			
Calvada Surveying			х		x	х	
Colbert Environmental Group		x	х	x	x		
Confluence Environmental			Х	Х	Х		
Down Under Inc./Util-locate	Х	Х	х	X	Х		
Environmental Treatment & Laboratories dba Advanced Technology Laboratories	x	x	x	x	x		
eWaste Disposal, Inc.		X			Х	Х	
FRS Environmental		X		Х			
Gregg Drilling	Х	Х	Х				
Integrated Demolition & Remediation			х		x		
InterPhase Environmental		x	х	х	х		
Jacobs & Hefner Associates		x				x	
Jones Environmental	х	Х				х	
Kana Subsurface Engineering		x	х			x	
OFRS, Inc.		X					
Spectrum Geophysics	X	x					
Terra-Petra		X					
United Pumping			Х				
Wagner Engineering & Survey	x	x		х	х		
Yorke Engineering		X		X			
19 <b>GHD</b>							
Asset Laboratories		x	x	x	x		
Bargas Environmetnal Consulting, LLC		x	x	x	x		

	Belshire Environmental							
	Services, Inc.		x	x	x			
	Calvada Surveying		x	x		x		
	Gregg Drilling		x	x				
	J&H Drilling Co, Inc. dba MR Drilling		x	x	x	x		
	Subsurface survey & Associates		x					
	Torrent Laboratory, Inc.		x	x		x		
	Tox Risk Consulting, LLC		x					
	United Pumping Services, Inc.			x				
	Surf2Snow						x	
20	Langan Engineering and Environmental Services, Inc.							
	Enviro-Tox Services, Inc.		x			x		
21	Tetra Tech, Inc.							
	ABC Liovin Drilling	x	x					
	Advanced Technology Laboratories dba Asset Laboratories		x	x	x	x		
	American Scientific Laboratories, LLC	x	x		x			
	Belshire Environmental Services, Inc.		x	x	x			
	Millenium Consulting Associates		x					
	P.A. Arca Engineering, Inc.		x	x		x		
	Pinnacle				x			
	Spectrum Geophysics	x	x					
	Strongarm Environmental Field Services		x					
	Terra-Petra		x					
	Tri-County Drilling, Inc.		x		x	x		
	Trinity E&C, LLC		x					
	Ultrasystems Environmental		x		x	x		
	United Pumping Services, Inc.			x				

#### PROPOSERS' UTILIZATION PARTICIPATION FOR ON-CALL ENVIRONMENTAL ASSESSMENT, REMEDIATION, AND COMPLIANCE SERVICES

Weck Laboratories, Inc.	x	х	x				
22 TRC Solutions, Inc.							
Advanced Technology Laboratories	x	x	x		x		
American Integrated Service	es		x				
B& D Construction		x					
BC Laboratories				x			
Belshire Environmental Services, Inc.		x	x	x			
Calvada Surveying		x	x			x	
Construction & Compliance						x	
Integrated Demolition & Remediation		x	x		x		
Martini Drilling		х	x		x		
OFRS, Inc.		x					
Sigma Engineering Solution	s				x		
Spectrum Geophysics	x	x					
Sun West Engineering		x		x			
Surf2Snow						x	
The Sierra Group	x	x					
United Pumping Services, Ir	nc.		x				

Note: 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.

	FIRM INFORMATION	AECOM Technical Services, Inc.	Alta Environmental, LLP	Burns & McDonnell Engineering Co., Inc.	Catalyst Environmental Solutions Corp.	Frey Environmental, Inc.	Kleinelder, Inc.			
_	INESS STRUCTURE	Corporation	Partnership	Corporation	Corporation	Corporation	Corporation			
CUL	TURAL/ETHNIC COMPOSITION	NUMBER / % OF OWNERSHIP								
S	Black/African American	0	0	270	0	0	0			
RTNERS	Hispanic/Latino	0	0	492	0	2	0			
RT	Asian or Pacific Islander	0	0	505	0	0	0			
%/PA	American Indian	0	0	12	0	0	0			
ERS	Filipino	0	0	0	0	0	0			
OWNERS/PA	White	0	0	5680	5	0	0			
0	Female (included above)	0	0	1807	1	0	0			
	Black/African American	114	7	0	0	0	3			
	Hispanic/Latino	174	39	0	0	0	10			
R	Asian or Pacific Islander	251	20	0	0	0	17			
MANAGER	American Indian	3	1	0	0	0	0			
MAP	Filipino	0	6	0	0	0	0			
	White	2,639	505	0	2	8	194			
	Female (included above)	741	330	0	1	1	48			
	Black/African American	963	82	0	0	0	60			
	Hispanic/Latino	1,160	270	0	0	11	136			
ш	Asian or Pacific Islander	1,602	154	0	1	6	122			
STAFF	American Indian	54	14	0	0	0	5			
°,	Filipino	0	55	0	0	0	0			
	White	10,304	1,757	0	9	9	1191			
	Female (included above)	4,670	677	0	7	10	548			
	# of Employees	17,264	2,910	7,076	17	35	1,738			
COU										
<u> </u>	CBE LSBE	N/A N/A	N/A N/A	N/A N/A	N/A	N/A Y	N/A Y			
		IN/A	IN/A	IN/A	N/A	Ý	Ŷ			
OTH	ER CERTIFYING AGENCY	n/a	n/a	n/a	n/a	n/a	n/a			

	FIRM INFORMATION	Leighton Consulting, Inc.	Orion Environmental, Inc.	Roux Associates, Inc.	Stantec Consulting Services, Inc.	Waterstone Environmental, Inc.	Solutions, Inc.				
BUS	INESS STRUCTURE	Corporation	Corporation	Corporation	Corporation	Corporation	Corporation				
CUL	TURAL/ETHNIC COMPOSITION		NUMBER / % OF OWNERSHIP								
ŝ	Black/African American	0	0	0	0	0	0				
RTNER	Hispanic/Latino	1	0	1	0	0	0				
	Asian or Pacific Islander	2	0	6	0	0	0				
/PA	American Indian	1	0	0	0	0	0				
OWNERS/PA	Filipino	0	0	0	0	0	0				
Ň	White	17	0	58	0	2	0				
õ	Female (included above)	4	0	12	0	1	0				
	Black/African American	1	0	0	22	0	23				
	Hispanic/Latino	0	0	0	93	1	46				
ËR	Asian or Pacific Islander	3	1	3	95	0	26				
MANAGER	American Indian	0	0	0	1	0	3				
<b>IAN</b>	Filipino	1	0	1	23	0	0				
2	White	11	7	62	1646	3	904				
	Female (included above)	5	2	24	470	1	241				
	Black/African American	3	0	11	189	0	159				
	Hispanic/Latino	31	4	10	637	1	270				
Ë	Asian or Pacific Islander	18	1	9	619	0	0				
STAFF	American Indian	1	0	2	18	0	22				
S	Filipino	4	0	7	110	0	0				
	White	89 38	4	158	5380	5	2385 902				
Tata	Female (included above)		9	104	2628						
1	# of Employees	183	19	328	22,000	12	4,019				
COU	NTY CERTIFICATION										
	CBE	N/A	Y	N/A	N/A	N/A	N/A				
	LSBE	N/A	N/A	N/A	N/A	N/A	N/A				
отн	ER CERTIFYING AGENCY	n/a	Los Angeles County Consumer and Business Affairs	n/a	n/a	n/a	n/a				

#### AWARD BOARD LETTER MINORITY VERIFICATION SHEET

DIVISION	Geotechnical Engineering Materials Division									
AGENDA										
	August 2, 2022									
SUBJECT:	CONSTRUCTION-RELATED CONTRACT									
PUBLIC CONT	PUBLIC CONTRACTING AND ASSET MANAGEMENT CORE SERVICE AREA									
	ENVIRONMENTAL ASSESSMENT, REMEDIATION, AND									
	COMPLIANCE SERVICES									
Α	WARD CONSULTANT SERVICES AGREEMENTS									
(LSBE) or cert	How many of the proposers are certified local small business enterprises (LSBE) or certified minority, women, disadvantaged, or disabled veteran businesses (CBE)?									
Answer:										
•	roposers. One (1) firm was a certified minority business ) and three (3) firms were Local Small Business Enterprises									
	ne contract awards are going to certified local small business BE) or certified minority, women, disadvantaged, or disabled ses (CBE)?									
Answer:										
One firm – MBE	ms being awarded a contract:									
Two firms - LSB	E									



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#### • Solicitation Information

Solicitation Number:	BRC0000247	3RC0000247								
Title:	On-Call Environmental Assessmer	nt, Remediation, and Con	npliance Services							
Department:	Public Works									
Bid Type:	Service	Bid Amount:	\$15,000,000.00							
Commodity:	CONSULTING SERVICES - ENVIR	ONMENTAL								
Description:	Visit Public Works website at http access RFP documents. Use Intern Proposals received after the dead The County of Los Angeles Depart from qualified firms to provide On Compliance Services work located conference to answer questions co 9, 2021 at 2:00 p.m., via Microsoft who wish to attend must click the BRC0000247 to join: https://dpw.	et Explorer to download ine will not be accepted. ment of Public Works (P -Call Environmental Asso throughout County of L oncerning the project wil Teams. Subconsultants a link that will be posted o	the documents. Tublic Works) is inviting proposals essment, Remediation, and os Angeles. A pre-proposal virtual I be held on Thursday, September are not required to attend. Those in the Public Works website for							
Open Day:	8/23/2021	Closed Date:	10/21/2021 4:00:00 PM							
Contact Name:	Rori Rubio	Contact Phone:	(626) 458-2584							
Contact Email:	rrubio@dpw.lacounty.gov									
Notice of Intent to Award (0) :	• Click here to view notice	ntent to award list.								

Solicitation Award (0) :	• Click here to view award list.	
Last Changed On:	9/13/2021 7:36:28 AM	
Attachment File (0) :	• Click here to download attachment files.	



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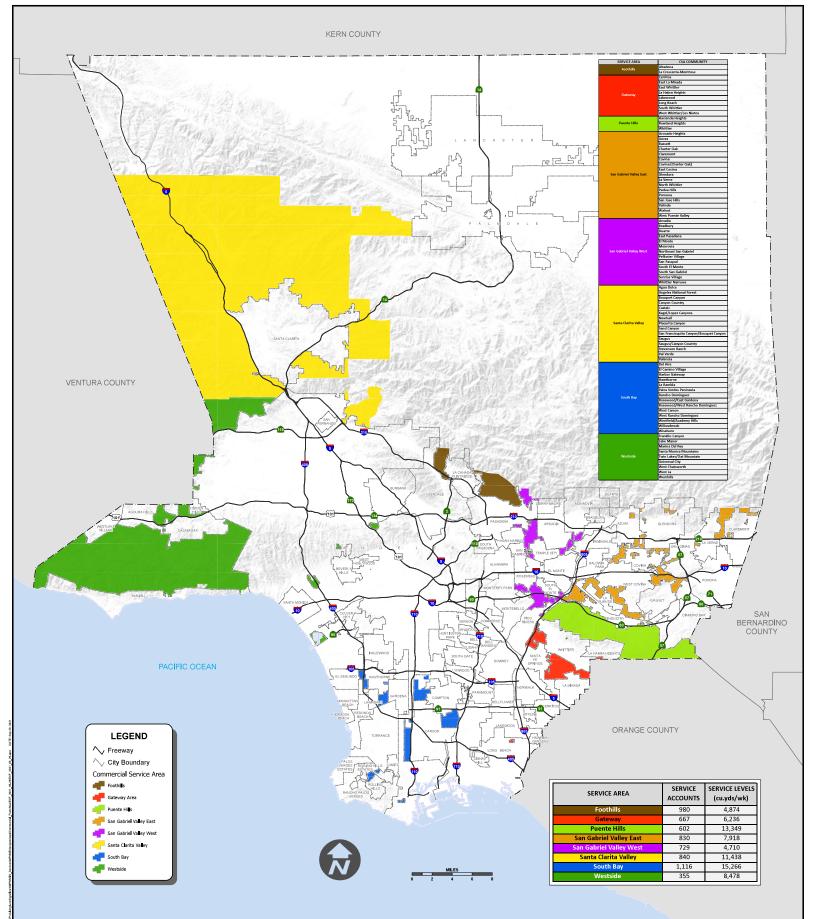
#### BOARD LETTER/MEMO CLUSTER FACT SHEET

⊠ Board Letter		Board Memo	□ Other
CLUSTER AGENDA REVIEW DATE	7/20/2022		
BOARD MEETING DATE	8/2/2022		
SUPERVISORIAL DISTRICT AFFECTED	All 1 <sup>st</sup>	2 <sup>nd</sup> 3 <sup>rd</sup> 4 <sup>th</sup>	□ 5 <sup>th</sup>
DEPARTMENT(S)	Public Works		
SUBJECT	Award Eight Exclusive Commercial Franchise Contracts for Commercial Solid Waste Collection Services in the Unincorporated Areas of Los Angeles County		
PROGRAM	Transition to an Exclusiv	ve Commercial Franchise	e System.
AUTHORIZES DELEGATED AUTHORITY TO DEPT	🛛 Yes 🗌 No		
SOLE SOURCE CONTRACT	🗌 Yes 🛛 No		
	If Yes, please explain w	hy:	
DEADLINES/ TIME CONSTRAINTS	California Senate Bill 1383: Short-Lived Climate Pollutants requires local jurisdictions to provide organic waste collection services beginning January 1, 2022. Approval of the recommended contracts are necessary to start providing organic waste collection services as early as October 1, 2022.		
COST & FUNDING	Total cost: \$0	Funding source: N/A	
	TERMS (if applicable): Find that the contract services are planned to start as early as October 1, 2022, and will terminate on September 30, 2032, for a term of 10 years with three 3-year renewal options for a potential maximum contract term of 19 years.		
	Explanation: The service rates will be billed directly to customers at an estimated total annual cost of \$50 million and will include a 14 percent franchise fee and will generate an estimated \$7 million in revenues in Fiscal Year 2022-23 for the 8 service areas.		
PURPOSE OF REQUEST	These contracts will provide standardized high-quality refuse, recycling, and organic waste collection services to all commercial customers; increase hauler accountability for customer service; require the use of clean alternative fuel vehicles, uniform recordkeeping and reporting; and establish additional recycling, organic waste management, and educational programs.		
BACKGROUND (include internal/external issues that may exist including any related motions)	<ul> <li>Since 2012, the existing Non-Exclusive Commercial Franchise System provided solid waste collection and recycling services to commercial customers, multifamily complexes of 5 units or more, and single-family residences that request dumpster service in the unincorporated communities excluding Garbage Disposal Districts.</li> <li>Currently, there are 18 non-roll-off and 7 roll-off only authorized waste haulers providing service to approximately 11,500 commercial accounts.</li> </ul>		
EQUITY INDEX OR LENS WAS UTILIZED	Yes No If Yes, please explain how: Public Works developed exclusive service areas to promote competition and ensure reasonable service rates to all commercial customers by varying them in size, density, and service levels. Two service areas have lower total weekly service levels than the other six to ensure smaller waste haulers are able to compete.		
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	Yes No If Yes, please state which one(s) and explain how: Sustainability, by supporting the above listed program and Senate Bill 1383 organic waste collection services requirements.		
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Coby Skye, Deputy Director, (626) 458-4016, <u>cskye@pw.lacounty.gov</u>		

PH:ak/p:seciakibliexclusive commercial franchise 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:

#### ENVIRONMENTAL SERVICES CORE SERVICE AREA AWARD EIGHT EXCLUSIVE COMMERCIAL FRANCHISE CONTRACTS FOR COMMERCIAL SOLID WASTE COLLECTION SERVICES IN THE UNINCORPORATED AREAS OF LOS ANGELES COUNTY (ALL SUPERVISORIAL DISTRICTS) (3 VOTES)

#### **SUBJECT**

Public Works is seeking Board approval to award eight exclusive commercial franchise contracts to provide solid waste collection services for the following commercial franchise service areas: Foothills, Gateway, Puente Hills, San Gabriel Valley East, San Gabriel Valley West, Santa Clarita Valley, South Bay, and Westside. Solid waste collection services include the collection of refuse, recyclables, and organic waste from commercial, multifamily, and certain residential properties.

#### IT IS RECOMMENDED THAT THE BOARD:

- 1. Find that the proposed actions are not a project under the California Environmental Quality Act, or in the alternative, that the actions are exempt for the reasons stated in this Board letter and the record.
- 2. Find that the health, safety, and welfare of the public require that the County award exclusive commercial franchise contracts for the collection of solid waste from commercial, multifamily, and certain residential properties within the unincorporated areas of Los Angeles County excluding the communities of Acton, Agua Dulce, and the Antelope Valley areas, and all existing and proposed Garbage Disposal Districts.

- 3. Award an exclusive commercial franchise contract to provide solid waste collection services to the following contractors: American Reclamation for Foothills Service Area; Valley Vista Services for Gateway, Puente Hills, and San Gabriel Valley East Service Areas; Ware Disposal for San Gabriel Valley West Service Area; Waste Management (USA Waste of California) for Santa Clarita and South Bay Service Areas; and Waste Management (GI Industries) for Westside Service Area. The contracts shall be effective upon execution by the County and each respective hauler. The solid waste collection services are planned to start as early as October 1, 2022, and will terminate on September 30, 2032, for a term of 10 years with three 3-year renewal options for a potential maximum contract term of 19 years. The service rates will be billed directly to customers by the contractors at an estimated total annual cost of \$50 million and will include a 14 percent franchise fee, which will generate an estimated \$7 million in revenues in Fiscal Year 2022-23 for the eight service areas combined.
- 4. Authorize the Director of Public Works or his designee to (1) execute eight exclusive commercial franchise contracts to provide solid waste collection services for the eight service areas; (2) take all of the necessary and appropriate steps to carry out the contracts; (3) renew the contracts for each additional renewal option at the discretion of the Director of Public Works or his designee; (4) approve and execute amendments to incorporate necessary changes within the contract services; (5) suspend work if, in the opinion of the Director of Public Works or his designee, it is in the best interest of the County to do so; and (6) terminate contract(s) for convenience if mutually agreed by both parties.
- 5. Authorize the Director of Public Works or his designee to adjust the monthly service rates and fees for collection services billed directly to the customers in accordance with the terms of the contracts.

#### PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The recommended actions would provide solid waste collection services for the following commercial franchise service areas: Foothills, Gateway, Puente Hills, San Gabriel Valley East, San Gabriel Valley West, Santa Clarita Valley, South Bay, and Westside. The proposed contracts are to ensure all commercial customers in the unincorporated areas of Los Angeles County receive high-quality and cost-efficient refuse, recycling, and organic waste collection services.

Additionally, the exclusive commercial franchise contracts are necessary to ensure organic waste collection services for all commercial customers so that the County would be in compliance with Senate Bill (SB) 1383 (2016) organic waste regulations. These contracts will also assist the County in implementing programs and outreach and reporting the required organic waste regulations. These contracts will provide standardized high-quality refuse, recycling, and organic waste collection services to all commercial customers; increase hauler accountability for customer service; require the use of clean alternative fuel vehicles, uniform recordkeeping and reporting; and establish additional recycling, organic waste management, and educational programs. Additional benefits to the unincorporated communities and region include optimizing waste hauling route efficiency by no longer allowing multiple waste haulers to provide service in the same communities. Ultimately, this will lead to fewer collection trucks on the road, reduced traffic, reduced pollution, and reduced wear and tear on the roads.

#### Implementation of Strategic Plan Goals

These recommendations support the County Strategic Plan: Goal II, Foster Vibrant and Resilient Communities; Strategy II.3, Make Environmental Sustainability our Daily Reality; and Objective II.3.4, Reduce Waste Generation and Recycle and Reuse Waste Resources. The recommended actions improve the environment, economy, and social well-being of our communities by providing solid waste collection services, which includes the collection of refuse, recyclables, and organic waste, which protects the environment and improves the quality of life of the residents and businesses within the franchise and surrounding areas.

#### FISCAL IMPACT/FINANCING

There will be no impact to the County General Fund.

Upon approval by the Board, the service rates will be billed to customers by the contractors and the 14 percent franchise fee paid to the County by the contractors will generate an estimated total annual revenue amount of \$7 million for the 8 service areas combined. The franchise fee will provide the necessary funds to administer the exclusive commercial franchise contracts and will fund enhanced programs and services for customers. Administration includes the solicitation process and award of the contracts, complaint resolution, outreach material creation and review, contamination monitoring, and contractor and customer compliance monitoring. Enhanced services include expanded educational outreach, community meetings regarding collection services, site visits to increase diversion from landfills, and customer service support. This revenue is

included in the Solid Waste Management Fund (GD1) Fiscal Year 2022-23 Budget and will be included through the annual budget process for the remaining contract years.

The contract authorizes rate adjustments for customer service rates and fees as follows: The first rate adjustment will be on July 1, 2023, and annually thereafter based on annual changes in the Consumer Price Index for Trash and Garbage Collection. The contract authorizes rate adjustment increase of up to 5 percent per year over the maximum contract duration of 19 years. The contract also authorizes a rate adjustment increase due to applicable changes in law, changes in scope of services, and extraordinary circumstances up to 10 percent per year.

#### FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Public Works is transitioning its existing non-exclusive commercial franchise to an exclusive commercial franchise in select County unincorporated communities.

Under the existing non-exclusive commercial franchise contracts, any private waste hauler that has a contract with Los Angeles County can offer solid waste collection and recycling services to businesses, multi-family complexes (of 5 units or more), and single-family residences that request dumpster service. There are 18 waste haulers with active contracts as of December 2021. Each waste hauler can offer different rates for different customers and schedule waste collection pickup at varying times and days, resulting in a lack of uniformity and potential disparity across the County.

The proposed exclusive commercial franchise contracts establish eight exclusive service areas that each allow a single-waste hauler to provide services in the respective service area. Under the exclusive franchise contracts, the selected waste haulers would provide waste management services including default trash, recycling, and organic waste collection service with rates structured per a customer's service level needs.

Title 20, Section 20.70.020 of the Los Angeles County Code authorizes the Board to award a nonexclusive, partially exclusive, or wholly exclusive franchise for certain solid waste handling services for unincorporated County areas. The awarded contractor shall pay a monthly franchise fee to the County in such amount as may be determined by the Board, expressed as a percentage of the monthly gross receipts of the contractor arising from the use, operation, or possession of the franchise. The recommended contracts include a 14 percent franchise fee.

The Honorable Board of Supervisors August 2, 2022 Page 5

Additionally, the proposed exclusive commercial franchise contracts will allow the County to develop programs, records, and reports required under Assembly Bills 939 (1989) and 341 (2012), SB 1383 (2016), and other applicable laws and regulations.

Effective January 1, 2022, SB 1383 requires all jurisdictions in the State to provide organic waste collection services to residents and businesses and divert such materials from landfills. Transitioning to an exclusive commercial franchise is critical to the County's compliance with State law.

The exclusive commercial franchise contracts are effective upon execution by the County and each respective contractor. The solid waste collection services will start as early as October 1, 2022, and will terminate on September 30, 2032, for a term of 10 years with three 3-year renewal options for a potential maximum contract term of 19 years.

Prior to the Director of Public Works or his designee executing the enclosed contract, the contractor will sign, and County Counsel will review the contract as to form (Enclosure A) prior to approving. The recommended contracts for the eight service areas were solicited on an open-competitive basis and in accordance with applicable Federal, State, and County requirements.

The exclusive commercial franchise contracts contain terms and conditions consistent with the Board's programs and policies. The enclosed table (Enclosure B) reflects the selected contractors' minority participation. Data regarding the contractor's minority participation is on file with Public Works. The contractors were selected upon final analysis and consideration without regard to race, creed, gender, or color.

Public Works has evaluated and determined that the Living Wage Program (Los Angeles County Code, Chapter 2.201) does not apply to this recommended contract. The eight exclusive commercial franchise contracts are not subject to Proposition A, as the Board's authority to award the franchise contracts for solid waste handling services is expressly provided by statute.

#### ENVIRONMENTAL DOCUMENTATION

The recommended actions are either not subject to the California Environmental Quality Act (CEQA) because they are activities excluded from the definition of a project by Section 21065 of the California Public Resources Code and Section 15378, Subdivision (b) of the State CEQA Guidelines or, in the alternative, are exempt pursuant to Class 15061(b)(3) of the Guidelines because it can be seen with certainty that the actions will not have a significant adverse impact on the environment. The collection and

The Honorable Board of Supervisors August 2, 2022 Page 6

disposal of solid waste is not only mandated and regulated by State law, but an essential service for the public health, safety, and welfare. The proposed change in service providers or awarding of a new franchise agreement for existing services will not result in significant impacts on the environment.

Upon the Board's approval of the recommended actions, Public Works will file a Notice of Exemption with the County Clerk in accordance with Section 21152 of the California Public Resources Code.

#### CONTRACTING PROCESS

On November 10, 2021, a notice of the Request for Proposal (RFP) was placed on the County's "Doing Business with the County" website (Enclosure C), Public Works' "Business Opportunities" website, Twitter, and in advertisements placed in the *Los Angeles Daily Journal* and nine other newspapers. Also, Public Works informed 1,538 Local Small Business Enterprises, 179 Disabled Veteran Business Enterprises, 169 Social Enterprises, 801 Community Business Enterprises, and 195 independent contractors and community business enterprises about this business opportunity.

On February 1, 2022, 15 proposals were received for providing solid waste collection services for the exclusive commercial franchise service areas, see enclosed map (Enclosure D). The proposals were first reviewed to ensure that they met the minimum requirements in the RFP. One proposal did not meet the requirements and was disqualified. The 14 remaining proposals that met these requirements were then evaluated by an evaluation committee consisting of Public Works staff. The evaluation was based on criteria described in the RFP, which included proposed annual amount for providing collection services, experience, work plan, references, financial resources, history of disputes, actions, contests, debarments, and environmental history; and was conducted utilizing the Informed Averaging methodology for applicable criteria. Based on these evaluations, it is recommended that exclusive commercial franchise contracts be awarded to the highest-rated, apparent responsive, and responsible proposers for each service area.

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

These contracts will provide standardized high-quality solid waste collection services, which includes the collection of refuse, recycling, and organic waste collection services for the unincorporated areas of Los Angeles County. The award of these contracts will continue the services without disruption to the public and will not result in the

The Honorable Board of Supervisors August 2, 2022 Page 7

displacement of any County employees as these services are presently contracted with the private sector.

#### **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:ak

Enclosures

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

P:\SEC\AK\BL\EXLUSIVE COMMERCIAL FRANCHISE BL

# **Enclosure** A

Contract - Part I



# Part I

Sample Contract

BETWEEN COUNTY OF LOS ANGELES BOARD OF SUPERVISORS AND

[name of waste hauler]

FOR PROVISION OF COMMERCIAL SOLID WASTE COLLECTION SERVICES

(2022-\_\_\_)

FOR THE SERVICE AREA(S) OF

[name of service area]

WITH A SERVICE COMMENCEMENT DATE AS EARLY AS

insert Commencement Date ]

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This exclusive franchise contract (CONTRACT) is made and entered into on \_\_\_\_\_\_\_, 2022, by and between COUNTY of Los Angeles Board of Supervisors, acting in their capacity as the governing body COUNTY of Los Angeles (COUNTY), and [Name of CONTRACTOR], a [State of Incorporation] [Form of Entity], located at [Full Address of the Contractor], (hereinafter referred to as CONTRACTOR).

#### **SECTION 0 - RECITALS:**

**Purpose.** To limit the wear and tear on COUNTY streets, reduce pollution from Collection and Vehicle exhaust, increase customer service accountability, ensure compliance with Federal, State, and local laws, including Assembly Bills (AB) 341, 939, 1826, and Senate Bill (SB) 1383, by improving program implementation performance and reporting accuracy, and facilitate more efficient CONTRACT administration and enforcement by COUNTY staff.

**Solid Waste Haul Permits.** County of Los Angeles Department of Public Health issues permits to haulers for the hauling of Solid Waste with requirements to protect public health and safety, including frequency of Collection and Collection Vehicle maintenance. CONTRACTOR shall continue to obtain that permit and comply with all its provisions throughout the life of this CONTRACT; and

Mandatory Solid Waste Diversion. The State of California has found and declared that the amount of Solid Waste generated in California coupled with diminishing landfill space and potential adverse environmental impacts from land filling have created an urgent need for State of California and local agencies to enact and implement an aggressive, new integrated waste management program. Through enactment of AB 939, the State of California has directed agencies, such as COUNTY to Divert 50 percent of all Solid Waste through source reduction, recycling, and composting activities. The California Department of Resources Recycling and Recovery (CalRecycle) had granted COUNTY a timeline to achieve compliance with the AB 939 Diversion requirements to which COUNTY had met. Additionally, with the passage of Senate Bill 1383, COUNTY must comply with CalRecycle's requirements related to diversion of Organic materials such as Food Waste, Green Waste, and food-soiled paper, for the purpose of reducing short-lived climate pollutants such as methane and its impact on climate change. Noncompliance may subject the County to penalties and fines of up to \$10,000 per day. Continued compliance is based in part on executing and implementing this CONTRACT to secure cooperation with CONTRACTOR's AB 939 waste Diversion programs, record keeping, and reporting; and

**County Zero Waste Plan.** COUNTY Board of Supervisors adopted the Roadmap to a Sustainable Waste Management Future in 2014. It is a comprehensive plan for a waste free future and is a proactive approach to developing innovative policies for managing waste that further reduces COUNTY's reliance on landfills. It established the following intermediate and long-term disposal reduction targets: 80 percent Diversion from landfills by 2025, 90 percent Diversion from landfills by 2035, and at least 95 percent Diversion from landfills by 2045. The COUNTY updated the plan in 2021, referred to as the Zero Waste Plan; and

**Municipal Solid Waste Discarded in Containers.** The County has determined to provide for Municipal Solid Waste (MSW) Management Services in portions of Los Angeles County under the terms of this CONTRACT for reasons including the following:

- To enable businesses and residents located in the Service Area that discard Solid Waste in Dumpsters to receive quality MSW Management Services, and
- To provide COUNTY with programs, records, and reports that will help COUNTY comply with AB 939, AB 341, SB 1383, and other Laws.

**Compliance with Law.** CONTRACTOR shall perform Contract Services in accordance with all the Laws governing the safe Collection, transport, Recycling, and Disposal of Residential and Commercial Solid Waste, Including AB 939 and AB 341, SB 1383, Recovered Conservation and Recovery Act (RCRA), and Comprehensive Environmental Response Compensation and Liability Act (CERCLA).

**CONTRACTOR / "Arranger".** Under this Contract, COUNTY may exercise control over the Disposal or other disposition of the Solid Waste handled by the CONTRACTOR, commonly referred to as flow control. It may designate or determine the use of any given Solid Waste Facility. Although minimum scope of Contract Services, Service Specifications, and Service Standards are set forth in this CONTRACT, COUNTY has not, and by this CONTRACT does not, supervise Contract Services or assume title to Solid Waste; and

**Competitive Procurement.** COUNTY issued a Request for Proposals (RFP) or Invitation for Bids (IFB) to provide Contract Services under this CONTRACT. Private waste hauling companies submitted proposals or bids, including their proposed schedule of rates and charges. COUNTY selected the CONTRACTOR based, among other things, on CONTRACTOR's price proposal and work plan for Collection Services.

**Compensation**. The following describes the compensation allowed under this CONTRACT:

- Exhibit 7 provides for CONTRACTOR's compensation under Collection Services. Under this CONTRACT, the CONTRACTOR cannot charge its Customers more than the Customer Service Rates as stipulated in Attachment 7-2 Service Rates in Exhibit 7.
- CONTRACTOR is not allowed to add any surcharges in addition to the fees that were entered on Form PW-2 and PW-3, Schedule of Prices. Any fuel, environmental, or other fees must be included in the original bid and may not be added later.

**Franchise Authorization.** PRC Section 40059 specifically authorizes COUNTY to prescribe the terms and conditions of Solid Waste management services, including:

- The nature, location, and level/extent of services;
- The frequency of Collection;
- The means of Collection and transportation;

- The Service Rates and fees; and
- Whether the services are to be provided by means of nonexclusive, partially exclusive, or wholly exclusive franchise, contract, license, permit or otherwise.

County Code Chapter 20.70 authorizes Director to require franchises in any part of the unincorporated territory of COUNTY that is not served by a Garbage Disposal District.

**Franchise Development.** COUNTY and representatives of the private hauling industry met many times to discuss the scope of services, service specifications, Service Standards, and other Performance Obligations and to address the industry's questions, comments, and concerns.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

This CONTRACT applies to all Contract Services, unless specifically indicated otherwise.

#### SECTION 1 - GRANT OF RIGHTS AND PRIVILEGES

#### A. Requirements/Grant of Rights

#### 1. Grant of Rights and Privileges

COUNTY grants CONTRACTOR the right and privilege, together with the Performance Obligations, to provide Contract Services.

#### a. Conditions

- CONTRACTOR is ready, willing, and able to provide Contract Services;
- CONTRACTOR meets all its Performance Obligations,
- No CONTRACTOR Default has occurred as indicated in Part 3 of Exhibit 5; and
- CONTRACTOR fully and timely pays applicable Franchise Fees

#### b. CONTRACTOR Acceptance

CONTRACTOR accepts these rights and privileges together with Performance Obligations, subject to all terms and conditions in this CONTRACT and the exclusions in subsections B (Exclusions from Service) and C (Exceptions from Exclusivity) of this Section.

#### 2. Grant of Exclusive Franchise for Collection Services

COUNTY grants to CONTRACTOR and CONTRACTOR accepts the exclusive right and privilege to provide Contract Services in accordance with its Performance Obligations, by making independent arrangements with County Commercial Franchise Customers as defined in item A1 of Exhibit 3A1, Collection may be primarily in Dumpster Containers, but may also include Carts and Roll-offs (excluding C&D) within the Service Area awarded to the CONTRACTOR as specified in this CONTRACT subject to all the terms and conditions in this CONTRACT and the exclusions in subsections B (Exclusions from Service) and C (Exceptions from Exclusivity) of this Section.

If a city annexes any portion of the Service Area, COUNTY shall replace the maps of the Service Area in item A1 of Exhibit 16 with new maps that reflect deletion of the annexed area on the date that the annexation becomes effective.

#### B. Exclusions from Service

Notwithstanding any provision to the contrary contained herein, the following are excluded from the right and privilege granted to CONTRACTOR under this Contract:

#### 1. Solid Waste to be Self-Hauled

This CONTRACT excludes the right and privilege that CONTRACTOR Collect, transport, and Divert/Dispose Solid Waste that Persons Self-Haul. Anyone, including Persons performing services other than MSW Management Services (such as roofers and gardeners) at those Premises, may Collect in receptacles other than Container provided by CONTRACTOR, transport in their own Vehicles, and themselves Dispose of some or all the Solid Waste generated at those Premises.

#### 2. Donation or Selling of Solid Waste or Edible Food

This CONTRACT excludes the right and privilege to Collect Solid Waste Recyclables, and Organics) or Edible Food (Refuse, that Occupant/Customer donates sells Persons other than or to CONTRACTOR.

#### 3. Organic Waste Onsite Management

This CONTRACT excludes the right and privilege to Collect Organic Waste that Occupant manages on the site where it is generated, such as onsite Composting.

#### 4. <u>Micro-Haulers</u>

This CONTRACT excludes the right and privilege to Collect Organic Waste that Occupant provides to COUNTY approved/contracted Micro-Hauler. The COUNTY allows Customers to utilize Micro-Haulers to Collect, transport, and Divert part or all their Organic Waste that they generate, including but not limited to the Collection of Manure, landscaping, and Food Waste.

Customers serviced by the Micro-Hauler will be transferred into the CONTRACTOR's franchise system if their weekly service level increases to more than the allowable service level under a Micro-Hauler of one 64-gallon Container of Organic Waste per week. The CONTRACTOR shall work with Micro-Haulers to transfer large Organic accounts into the franchise system when the Customers are located within their Service Area(s).

#### 5. <u>COUNTY and Third-Party Agencies</u>

This CONTRACT excludes the right and privilege to provide Collection Services to Premises owned or controlled by any of the following entities:

• COUNTY or any other entity governed by the Board of Supervisors;

- State of California;
- Federal government;
- Any city;
- Any public-school district;

This CONTRACT does not prohibit CONTRACTOR from executing separate contracts with those entities to provide MSW Management Services.

If CONTRACTOR provides such services to any of the entities described above, CONTRACTOR shall report to COUNTY and include it in their Customer list report as indicated in item A1 of Section 10.

Additionally, the CONTRACTOR will not be required to pay the COUNTY any Franchise Fees for these Customers.

CONTRACTOR's failure to comply with any of the requirements of this Section may result in Liquidated Damages, in accordance with Exhibit 12-D2 Liquidated Damages.

#### 6. <u>Residential and Multifamily Premises with Carts Services</u>

This CONTRACT excludes the right and privilege to provide Collection Services to Residential and Multifamily Premises (4 Units or Less) that receive services under an exclusive franchise awarded by the COUNTY for Cart service (such as an Exclusive Residential Franchise Contract for Provision of Refuse, Recyclables, and Green Waste Automated Cart Services at Residential Premises and Certain Multifamily Premises) which includes some mobile home parks. Additionally, the Director in its sole discretion may assign an Authorized Residential Franchise Waste Hauler to provide service to Multifamily Premises (5 Units or More) that have Carts service per individual unit and no Dumpsters.

However, this provision does not apply to Residential Premises who operate a business and utilize Carts for Collection Services. The Director may assign the Authorized Commercial Franchise Waste Hauler to provide service to these Customers.

Residential Customers with Carts and a business can be serviced by the Authorized Commercial Franchise Waste Hauler with Director approval.

#### 7. Garbage Disposal District

This CONTRACT excludes the right and privilege to provide Collection Services to Premises that include Residential, Multifamily, and Commercial properties in a Garbage Disposal District. Garbage Disposal Districts are not included in the Service Area.

#### 8. Non-Exclusive Commercial Franchise Customers

This CONTRACT excludes the right and privilege to provide Collection Services to Premises located in the Acton, Agua Dulce, and Antelope Valley (AV) areas, which shall remain under the non-exclusive commercial franchise system. The Acton, Agua Dulce, and AV areas are not included in the Service Area maps.

Additionally, this CONTRACT excludes the right and privilege to provide Collection Services to NBC Universal studios and their temporary shooting locations, which shall remain under the non-exclusive commercial franchise system.

#### 9. <u>Material Exceptions</u>

The following types of materials are not subject to this CONTRACT and shall be designated as exempt materials. These exempt materials may be Collected and taken to a licensed Disposal site or Recycling facility by the Customer or Occupant of the Premises, or their agent, at the owner's or Occupant's expense, in accordance with COUNTY policy and Municipal Code requirements, with the exception of Construction and Demolition (C&D) Debris, which must be handled by a permitted waste hauler subject to requirements in County Code Chapter 20.87. Exempt materials include:

- Medical Waste
- Hazardous Waste
- Radioactive Waste
- Pharmaceutical Waste
- Construction and Demolition (C&D) Debris

#### 10. <u>Unauthorized Collectors</u>

CONTRACTOR acknowledges and agrees that the COUNTY may permit other Persons besides CONTRACTOR to Collect any and all types of materials excluded from the scope of this CONTRACT, as set forth above, without seeking or obtaining approval of CONTRACTOR.

If CONTRACTOR can produce evidence that other Persons are servicing Collection Containers or are Collecting and transporting Solid Waste in a manner that is not consistent with this CONTRACT or the County Code, it shall report as indicated under item A3 of Section 10.

#### 11. <u>Rights Under California Public Resources Code Section 49520</u>

#### a. Exclusion

This CONTRACT excludes the right and privilege for providing Contract Services with any Person who is receiving Solid Waste handling services from a Solid Waste enterprise that has the statutory right to continue to provide Solid Waste handling services to that Person under PRC Section 49520 *et seq.* 

#### b. Acknowledgements Regarding Statutory Rights

CONTRACTOR acknowledges:

(1) No Statutory Rights

CONTRACTOR affirms that it does not have any statutory rights under PRC Section 49520 et seq. that arise from providing services under this CONTRACT. This affirmation is not a relinquishment of any rights because no statutory rights exist.

(2) Expired Term

This CONTRACT is an exclusive franchise.

Upon expiration of this CONTRACT, no unexpired Term will remain. CONTRACTOR will have no right to continue providing Contract Services, MSW Management Services, or Solid Waste handling services under PRC Section 49520 *et seq.* 

(3) Terminated CONTRACT

If COUNTY exercises its remedy to terminate this CONTRACT for CONTRACTOR fault, CONTRACTOR will have no right to continue providing Contract Services, MSW Management Services, or Solid Waste handling services under PRC Section 49520.

(4) Contract Claims

CONTRACTOR does not have the right to make any claim under PRC Section 49520, but only under this CONTRACT.

#### c. Stop Contract Services / Procure New Services

In accordance with PRC Section 49523, based on the mutually satisfactory terms of providing Collection Services set forth in this CONTRACT and receipt of compensation therefore, upon expiration or termination of this CONTRACT, CONTRACTOR shall stop providing Contract Services even if the expiration or termination occurs before the end of the period described in PRC Section 49520. In advance of, or upon expiration or termination of this CONTRACT, CONTRACT, COUNTY may acquire one or more agreements for

MSW Management Services with CONTRACTOR or other Persons. Those agreements may be exclusive, partially exclusive, or wholly exclusive franchises, contracts, licenses, permits or otherwise, with or without competitive bidding.

#### CONTRACTOR Obligations Applicable to all Exclusions from Service

CONTRACTOR shall report to the COUNTY and maintain a record of all Customers located within their Service Area that qualify for exclusion of services such as Customers that Self-Haul or self-manage Organic Waste. Upon determining a Customer is Self-Hauling or self-managing their Organic Waste, the CONTRACTOR shall provide a written notice to the Customer informing them that they must register with the COUNTY as a Customer that Self-Hauls or self-manages Organic Waste, as applicable. The CONTRACTOR shall provide the written notice that is developed by the COUNTY.

#### C. Exceptions from Exclusivity

#### 1. <u>Emergency Services</u>

This CONTRACT is not exclusive in regard to Collection of Solid Waste during emergencies, as described in Section 11. Under this Section, CONTRACTOR may be requested to perform work in other COUNTY Franchise areas, Garbage Disposal Districts, cities, or Counties. Likewise, other waste haulers may be requested to provide Solid Waste services within this Service Area. Service shall be provided at the same rate as the Customer Base Rates for Businesses. See Commercial Service Rates Schedule in Exhibit 7, Attachment 7-2.

#### 2. <u>Collection of Manure in Dumpsters at Residential Premises</u>

This CONTRACT is not exclusive in regard to Collection, transportation, and Disposal/Diversion of Manure in Dumpsters discarded by either the Commercial Franchise or Residential Franchise Customers. Residential Customers that request Manure Dumpsters have the option to select Collection Services from either an Authorized Exclusive Commercial Franchise Waste Hauler or an Authorized Residential Franchise Waste Hauler. This applies to Manure-only Dumpsters for Residential Customers.

#### 3. Collection of Construction and Demolition (C&D) Debris

This CONTRACT is not exclusive in regard to Collection, transportation, and Disposal/Diversion of Construction and Demolition Debris. Construction and Demolition Debris must be handled in accordance with the requirements in County Code Chapter 20.87 and by a hauler with all appropriate Public Health permits. Customers have the option to select any properly permitted Construction and Demolition Debris waste hauler as long as the selected waste hauler has an agreement with the COUNTY to haul Construction and Demolition Debris.

#### D. Fees to COUNTY

In consideration for exclusive franchise rights granted under this CONTRACT, CONTRACTOR shall pay COUNTY the Franchise Fee at the time and in the amount and manner established from time to time by COUNTY ordinance or resolution of the Board of Supervisors. CONTRACTOR shall not separately identify the Franchise Fee in correspondence with Customers, including in Terms and Conditions, bills, or invoices.

CONTRACTOR acknowledges the following:

- The elimination of competition with private persons for Contract Services under this exclusive franchise has significant monetary value to CONTRACTOR, and the franchise fee is consideration for that exclusivity.
- The franchise fee is a cost of doing business, like capital, fuel and labor costs.
- Paying COUNTY the franchise fee is an obligation of CONTRACTOR and not an obligation of Customers.

#### E. Ownership of Solid Waste

This CONTRACT does not purport to grant CONTRACTOR ownership over Solid Waste. The right to possession or ownership of Solid Waste placed at the Set-Out Site for Collection, Organic Waste (including Green Waste and Food Waste), Recyclables, and E-waste, will be determined in accordance with existing law and is not affected by this CONTRACT. COUNTY acknowledges that it has no ownership rights in Solid Waste and that CONTRACTOR may provide for transfer of ownership in the Terms and Conditions.

The COUNTY makes no representations or warranties with respect to content of Solid Waste, any Solid Waste Disposal characterization study, or projections by Solid Waste material type. COUNTY expressly disclaims any representations and warranties, either express or implied, as to the merchantability or condition of Solid Waste for any purpose.

CONTRACTOR will not make any claim against the COUNTY based on any estimates, statements or interpretations made by any officer, employee, agent, or consultant of the COUNTY in connection with the procurement of this CONTRACT, including the COUNTY's Request for Proposals, which differ from the actual under this Franchise.

#### SECTION 2 - TERM OF CONTRACT

#### A. Term of Contract Services

This CONTRACT is effective and binding on the Execution Date. It expires on the Expiration Date. Certain Performance Obligations survive expiration or termination of this CONTRACT under subsection B below.

"Commencement Date" is the first date of service: January, XX, 2022.

"**Term**" is the period beginning on the Execution Date and ending on the Expiration Date.

"**Execution Date**" is the date both COUNTY and CONTRACTOR mutually sign this CONTRACT.

"**Expiration Date**" is any of the following days, as may be extended described in the following subsection A1 of this Section:

- [July 31, 2032] in Contracts, or
- As earlier date that the Contract terminates in accordance with Part 6D of Exhibit 5.

#### 1. Extensions of the CONTRACT Term

Director shall have the sole option to extend the initial Term of this CONTRACT under the following subsections A2, A3, and A4.

#### 2. <u>Three, 3-Year Extensions</u>

Director may, in his sole discretion, extend the Term of this CONTRACT for up to three additional three-year periods.

#### 3. <u>Six, 1-Month Extensions</u>

Director may, extend the Term of this CONTRACT up to six times, each time in an increment of one to 6 months for a total of no more than 6 months. For example, the Director may first extend the Term for 3 months, subsequently extend it for two more months, and lastly extend it for one more month.

#### 4. <u>Contract Extension Cumulative</u>

The contract extensions are cumulative and may be exercised in any order. For example, after the end of the initial Term, Director may issue three 3year extensions, one 3-month extension, followed by one 1-month extensions.

#### 5. <u>Transition to Next Waste Hauler</u>

Certain obligations of CONTRACTOR survive the termination of this CONTRACT as provided under subsection B6 below.

#### 6. Notification to CONTRACTOR

Director may notify CONTRACTOR of the intent to extend this CONTRACT no later than the following:

• 90 calendar days before a 2-year extension begins and 30 calendar days before an extension of any other duration.

#### **B.** Obligations Upon Expiration or Termination of CONTRACT

The following provisions will survive the expiration or termination of this CONTRACT:

#### 1. <u>Acknowledgements</u>

All acknowledgments, including those in the following Sections:

- Item B of Section 1 (inapplicability of PRC 49520)
- Item C of Section 2 (no recovery of undepreciated asset value)
- Item A of Section 3 (no COUNTY responsibility for supervising or performing Collection Services)
- Item A of Section 9 (Record maintenance)
- Part 6 of Exhibit 5 (interpretation of this CONTRACT)

#### 2. <u>Representations and Warranties</u>

All representations and warranties, including those made in accordance with the following Sections:

- Part 6 of Exhibit 5 with respect to review of this CONTRACT
- Item B of Section 14, Authority to Execute
- Attachment 5-8H, CONTRACTOR's Representations and Warranties

#### 3. Indemnities

All Indemnities.

#### 4. <u>Payments</u>

All obligations to pay any due and payable monetary amounts or requests for those amounts, including:

- Payment of Transfer Deposits and Transfer Costs
- Damages under item D of Section 12
- Refund due to Customers that pay Customer Service Rates in advance of Customer Service
- Any Franchise Fees

#### 5. <u>Records and Reports</u>

All obligations to maintain and submit Records and Reports, including:

- The final Annual Report
- Information with respect to Solid Waste Facilities
- Copies of certificates of insurance or other evidence of coverage
- Records of Disposal
- Notice of Destruction of Records of Disposal
- Inspection and audit
- Copies of education and outreach completed
- Records of Non-Collection Notices including supporting documentation

#### 6. <u>Provisions Surviving Expiration Date</u>

Any other provisions of this CONTRACT and rights and obligations of the Parties stated to survive the Expiration Date, including:

- This subsection B6 (cooperation during transition; removal of Containers), and
- Subsection C (no recovery of undepreciated asset value).

#### a. Cooperation During Transition

If CONTRACTOR is not awarded a new CONTRACT to allow CONTRACTOR to continue to provide MSW Management Services substantially similar to Contract Services in this Service Area after the expiration or termination of this CONTRACT, CONTRACTOR shall cooperate fully with Director and the succeeding contractor, licensee, permittee, or other provider of MSW Management Services to assure a smooth, efficient, orderly, timely, and effective transition.

#### b. Transfer or Removal of Containers

# (1) If County Exercises Container and/or Cart Lids Purchase Options

If upon expiration or termination of this Collection CONTRACT the COUNTY purchases any or all Containers and Cart lids under item C10 of Exhibit 3A1, CONTRACTOR will transfer ownership of those Containers and Carts to COUNTY with documentation satisfactory to COUNTY no later than 7 days after the expiration or termination.

(2) If County Does Not Exercise Container and/or Cart Lids Purchase Options

If upon expiration or termination of this Collection CONTRACT the COUNTY does *not* purchase any or all Containers and Cart lids under item C10 of Exhibit 3A1, then the CONTRACTOR will remove remaining Containers on COUNTY request no later than the following dates:

(a) The date Customers receive replacement Containers,

or

(b) 2 months after the expiration or termination of this Collection CONTRACT.

#### 7. <u>Container Purchase Option</u>

COUNTY may purchase Containers as specified in item C10 of Exhibit 3A1.

#### C. Undepreciated Assets

If any of CONTRACTOR's Service Assets remain undepreciated upon the expiration or earlier termination by COUNTY of this CONTRACT, CONTRACTOR has no right to recover amounts equal to the undepreciated asset value from COUNTY or Customers, and neither COUNTY nor Customers are obligated to compensate CONTRACTOR for any undepreciated asset value.

CONTRACTOR acknowledges that when exercising its option to extend the Expiration Date, COUNTY need not consider whether any Service Assets are not fully depreciated as of the Expiration Date, and that CONTRACTOR invested in and depreciated those Service Assets in CONTRACTOR's sole discretion.

#### SECTION 3 - SCOPE OF SERVICES AND SPECIFICATIONS

#### A. Prescribed Scope

#### 1. <u>Collection Services</u>

CONTRACTOR shall provide Contract Services in accordance with Exhibit 3A1 to the following Premises in the Service Area:

- Premises in the Service Area that were (1) receiving service up to the Execution Date from a non-exclusive Franchisee under a COUNTY Franchise for Non-Exclusive Commercial Solid Waste Collection Services, and (2) included in CONTRACTOR's franchise grant under this Collection CONTRACT, such as Commercial Premises, *unless* and *until* they un-subscribe from Contract Services and
- Upon request, Premises in the Service Area that are (1) not receiving Solid Waste handling services on the Execution Date but (2) are included in CONTRACTOR's franchise grant under this Collection CONTRACT, including Commercial Premises, and (3) subscribe to Contract Services.

#### 2. <u>General</u>

Contract Services include providing Goods, Services, and Property necessary to meet Performance Obligations, including:

- Labor and supervision;
- Software and hardware, including Records of Customer subscription and complaints, billing, and routing, and system utilized by Director to track Collection Services;
- Leases; subleases; installment purchase agreements, including with respect to Vehicles and Carts;
- Equipment, including Vehicles, Carts, or other Containers (such as for special events);
- Supplies; such as plastic bags and cardboard boxes for community cleanup projects and/or special events.
- Insurance, bonds, or other performance security if the insurer, surety, or another provider is an Affiliate or a captive of CONTRACTOR or any Affiliate;
- Maintenance and Office-administration facilities, and their contents,
- Legal, risk management, general, and administrative services.

CONTRACTOR must provide Contract Services in accordance with Service Specifications and Service Standards. Nevertheless, CONTRACTOR has the freedom and discretion to determine the means, manner, or method of providing Contract Services. CONTRACTOR acknowledges that in entering into this CONTRACT, COUNTY is not responsible for supervising CONTRACTOR or for performance of any Contract Services.

CONTRACTOR shall choose the Solid Waste Facilities, unless otherwise directed by COUNTY as referenced in item D of Exhibit 3A1. In addition, COUNTY is not the owner or titleholder of any material Collected, transported, Disposed of, or otherwise handled by CONTRACTOR.

Any work performed outside the Performance Specifications without Director's prior written approval will be deemed to be a gratuitous effort by CONTRACTOR. CONTRACTOR shall have no claim against COUNTY for any consequential or related liabilities.

#### B. Change in Scope of Services

#### 1. <u>Collection Services</u>

Director may change the scope of Collection Services and Service Standards in accordance with Part 5 of Exhibit 5, subject to any adjustment in the Customer Service Rates in accordance with item A of Section 7.

#### 2. <u>Service Area Boundary</u>

The Director may adjust Service Area boundaries to account for new development near the Service Area. CONTRACTOR may request a Rate Adjustment only if a boundary results in greater than 10% change of the Service Area's total weekly service level.

#### C. <u>Vehicles</u>

#### 1. <u>General</u>

CONTRACTOR shall use Vehicles of appropriate numbers, sizes, capacities, and functions required for the efficient Collection of different types of Solid Waste, such as Refuse, Recyclables, Organic Waste, and Bulky Items. CONTRACTOR shall also provide non-compacting Vehicles for the Collection of E-waste, white goods and any other material that contains chlorofluorocarbons. Vehicles shall be so constructed such that Solid Waste or liquids will not blow, fall, sift, or leak out of the truck into the street. CONTRACTOR shall equip Vehicles with a shovel, broom, and petroleum absorbent agents.

CONTRACTOR shall comply with all local, state and federal Laws, regulations and requirements such as vehicle, engine and fuel standards, including, but not limited to, South Coast Air Quality Management District Rule 1193 and any Laws, rules and regulations superseding it.

CONTRACTOR shall comply with any additional requirement with respect to the Vehicles as set forth in this Section.

#### 2. <u>Alternative Fuel Vehicles</u>

By 2025, all Vehicles used for automated Collection must use Liquid Natural Gas or Compressed Natural Gas fuel, or other alternatives to diesel fuel, as approved by Director unless Contractor Documentation provides otherwise with respect to Collection at Premises that are difficult to serve as described in item L of Exhibit 3A1.

#### 3. <u>Automation</u>

CONTRACTOR shall Collect Refuse, Recyclables, and Organic Waste in automated Collection Vehicles, except CONTRACTOR may Collect the following materials in non-automated Collection Vehicles:

- a. <u>Bulky Item</u>s including <u>E-waste</u>
- b. Holiday trees
- c. <u>Solid Waste</u> discarded at <u>Set-Out Site</u>s that are Difficult to Service

#### 4. Renewable Natural Gas (RNG) Procurement

CONTRACTOR shall procure RNG derived from recycled Organic Waste that meets SB 1383 regulations Section 18993.1(h) requirements in the amount of, at least, 25% of their total fuel usage for servicing their Service Area.

CONTRACTOR shall agree that the COUNTY has the sole right to report this RNG procurement towards the COUNTY's fulfilment of its annual recovered Organic Waste product procurement target defined in accordance with 14 CCR Section 18993.1.

CONTRACTOR shall maintain records of all fuel contracts and purchases and provide to COUNTY upon request in addition to fulfilling reporting requirements stipulated under item A2 of Section 10 Reports. CONTRACTOR will be exempt from this requirement if fuel equivalency used for CONTRACTOR's Collection Vehicles exceeds 75% electric. If CONTRACTOR's fuel equivalency used exceeds 75% electric, then CONTRACTOR's remaining non-electric fuel usage shall be SB 1383 eligible RNG.

CONTRACTOR may propose an alternative procurement plan, as listed in item J4 of Exhibit 3A1, with justification for why RNG procurement is not feasible or reasonable, provided the plan meets the RNG equivalent of 25%

total fuel usage and the requirements of SB 1383, Article 12, Section 18993.1(h). Implementation of such plan is subject to COUNTY approval.

#### 5. <u>Extra Vehicles</u>

CONTRACTOR shall maintain enough back-up Vehicles to replace similar types of Vehicles in the event of breakdowns, complaints, and emergencies. Director may specify a minimum number of backup Vehicles.

#### 6. <u>Scales</u>

Within 6 months of Director's request, all automated Collection Vehicles are to have the ability to weigh each Container as it Collects from each Occupant's Set-Out Site. This data is to be connected to each service address and submitted upon Director's request.

#### 7. <u>Vehicle Maintenance</u>

CONTRACTOR shall maintain Vehicles reasonably clean, and in good mechanical condition, and well painted, all to the satisfaction of Director. CONTRACTOR shall maintain Records of inspections and maintenance of all mechanical equipment that CONTRACTOR uses to provide Contract Services, including Vehicles. CONTRACTOR will use Vehicles that are safe to operate, in accordance with the requirements promulgated by COUNTY Department of Public Health, California Highway Patrol, South Coast Air Quality Management District, manufacturer, and all other applicable Federal, State, County, and local laws and regulations. CONTRACTOR shall allow Director to view all inspection and maintenance Records and shall provide Director with those Records upon request.

CONTRACTOR is not required to provide new Vehicles on the Commencement Date or to retire Vehicles of any specified age. However, CONTRACTOR shall not operate Vehicles that repeatedly breakdown or leak. CONTRACTOR shall replace a Vehicle that Director determines to be of unsatisfactory operating condition, such as one that is frequently breaking down and delaying services, leaking fluids, making excessive noise, or exhibiting other significant issues identified by Director.

#### 8. <u>Safety Equipment</u>

All Collection equipment used by CONTRACTOR shall have appropriate safety markings including, but not limited to, highway lighting, flashing and warning lights, clearance lights, and warning flags. All such safety markings shall be subject to the approval of COUNTY (if different from the markings commonly used by CONTRACTOR) and shall be in accordance with the requirements of the California Vehicle Code, as may be amended from time to time. All Collection Vehicles shall be equipped with audible back-up warning devices.

#### 9. Vehicle List

CONTRACTOR shall use only Vehicles that have been submitted to and approved by the Director. CONTRACTOR shall submit a complete list of Vehicles, including back-up Vehicles, using the applicable reporting form, accessible through LA County's Data Management System and update it as Vehicles change.

#### 10. <u>Vehicle Billboards</u>

CONTRACTOR shall equip automated Collection Vehicles with frames on both sides capable of securing signs measuring approximately 30 inches by 90 inches or another dimension approved by Director. CONTRACTOR shall design, print, and install signs on each frame promoting Recycling of Recyclable materials and Organic materials, Diversion and safe handling of Unpermitted Waste or other topics as requested by Director, with text, graphics, and design approved by Director, up to six times throughout the CONTRACT term. CONTRACTOR shall ensure that the appropriate Directorapproved signs are affixed to the Vehicle always. Director reserves the right to interchange any of the six signs up to four times per Contract Year. CONTRACTOR shall not use the billboards for commercial advertising.

#### 11. <u>Vehicle Identification</u>

CONTRACTOR's name or other name, as approved by Director, Vehicle identification number and logo shall appear on all Vehicles.

Collection Vehicle Technology All Vehicles used for Collection Services, shall be equipped with a Global Positioning System (GPS). GPS data will be maintained by CONTRACTOR either directly or through a third-Party service. The GPS shall be able to track a Vehicle's route with lines or dots superimposed on a map.

#### 12. <u>Global Positioning System (GPS)</u>

All Vehicles used for Collection Services, shall be equipped with a Global Positioning System (GPS). GPS data will be maintained by CONTRACTOR either directly or through a third-Party service. The GPS shall be able to track a Vehicle's route with lines or dots superimposed on a map.

The GPS shall gather the following data: date, time, speed, direction, location (address) and shall be able to generate Reports. CONTRACTOR shall retain all data for a minimum of 30 calendar days or other duration approved by Director.

The minimum (ping frequency of occurrence that GPS data is received from the Vehicle) shall be at least every one minute for fully automated Collection and at least every ten seconds for other Collection Vehicles, when within the Service Area.

CONTRACTOR may propose an alternate tracking system or device that results in similar results and data for Director approval.

CONTRACTOR must provide to Director at no additional cost or expense any software or licenses required to view recording or data. Director may request Reports from CONTRACTOR to track the location of Collection Vehicles in real time and to generate Reports as needed. CONTRACTOR shall provide copies of Reports within two business days of receiving Director request. Request may be for a specific time or a geographic location (e.g., between 10:00 a.m. and 11:00 a.m., or 1200 block of Main St.). CONTRACTOR's failure to provide Reports requested by Director within time specified by Director may be considered an admission of fault for the purposes of assessing Liquidated Damages. For example, if CONTRACTOR does not give Director a requested Report, within a period specified by Director, to verify that a Vehicle Collected all Containers on an identified block, Director may assume that CONTRACTOR did not Collect those Containers and assess Liquidated Damages.

#### SECTION 4 - SERVICE STANDARDS

#### A. Public Health and Safety; Nuisances

CONTRACTOR shall immediately Report to Director any public health and safety or nuisances listed below.

#### 1. <u>Litter</u>

CONTRACTOR shall immediately clean up all litter it caused. If CONTRACTOR services an over-filled Container where the lid cannot be closed, any litter must be cleaned.

When Collecting any Bulky Items, CONTRACTOR shall also clean up all litter within a 3-foot radius of the site from which CONTRACTOR Collected the Bulky Item. CONTRACTOR shall ensure that each Vehicle is properly staffed and equipped for this purpose.

#### 2. <u>Spills</u>

CONTRACTOR shall enclose or cover Solid Waste that it transports in Vehicles, debris boxes, hoppers, compactors, or any other Containers. CONTRACTOR shall prevent Solid Waste from escaping, dropping, spilling, leaking, blowing, sifting, falling, or scattering from Vehicles ("Spills") during Collection and transportation. CONTRACTOR shall not transfer loads from one Vehicle to another Vehicle unless necessitated by mechanical failure or accidental damage to a Vehicle. CONTRACTOR shall immediately clean up any Spills on any alley, street, or public place.

#### 3. Leaking

CONTRACTOR shall prevent oil, hydraulic fluid, paint, or other liquid from leaking from its Vehicles. CONTRACTOR shall ensure that each Vehicle carries petroleum absorbent agents and other appropriate cleaning agents and if any liquid leaks from a Vehicle, CONTRACTOR shall immediately cover, treat, or remove the liquid materials from the ground, as necessary, and apply the necessary cleaning agent to minimize the adverse impact of the liquid materials.

#### 4. <u>Noise</u>

CONTRACTOR shall conduct Collection as quietly as possible, in compliance with noise levels prescribed by Applicable Law, including County Code Section 12.08.520-Refuse Collection Vehicles. CONTRACTOR shall cause the least possible obstruction and inconvenience to public traffic or disruption to the peace and quiet of the Service Area.

While on Residential streets, CONTRACTOR shall minimize the noise for horses in the Public Right-of-Way. The Collection Vehicle shall park and not operate the Collection arm or compact the load while within 100 feet of a horse that is walking in the Public Right-of-Way.

#### B. Private Property

CONTRACTOR shall obtain property owner consent to enter private driveways, alleys, streets, and parking lots in cases such as:

#### 1. <u>Private Property</u>

#### a. Acknowledgements

CONTRACTOR acknowledges the following: Although there may be an implied waiver to access the front of Premises, a written consent may be advisable to access a side or rear yard. Additionally, private streets and driveways may not meet COUNTY's design standards and may not adequately withstand the weight of a Collection Vehicle.

#### b. Damage to Pavement: Waiver

If CONTRACTOR operates Vehicles on private property, following Director approval, CONTRACTOR may require the property owner to allow CONTRACTOR's entry and waive liability for CONTRACTOR's damage to driveways or other pavement, in a form satisfactory to Director. CONTRACTOR is not obligated to require a waiver. A waiver will not relieve CONTRACTOR of its obligation to repair or replace damaged pavements if it caused the damage by its negligent or willful acts or omissions under Part 9C of Exhibit 5.

#### c. Personal Injury: Indemnity

If CONTRACTOR enters private property whether in a Vehicle or by foot (for example to provide roll-out service), following Director approval, CONTRACTOR may require the property owner to hold harmless and indemnify CONTRACTOR in form satisfactory to Director. In that event, CONTRACTOR shall also require the property owner to hold harmless and indemnify COUNTY.

#### d. CONTRACTOR Indemnifies COUNTY

Despite receiving COUNTY approval, CONTRACTOR shall indemnify and hold COUNTY harmless from liabilities related to entering Customers' Premises, whether CONTRACTOR acts in compliance or noncompliance with this Contract. This indemnification is in addition to CONTRACTOR's other Indemnifications.

#### C. Non-Collection

CONTRACTOR is not obligated to Collect in any of the following events prescribed in item A5 of Exhibit 3A1.

#### D. Compliance with Civil Rights Law

CONTRACTOR shall 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 disability, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. Contractor shall comply with its EEO Certification (Form PW-7).

#### E. CONTRACTOR Waste Reduction Practices

Consistent with the Board of Supervisors' policy to reduce the amount of Solid Waste Disposed in landfills within COUNTY, CONTRACTOR shall use best efforts to practice waste reduction and implement procurement policies in providing Contract Services, including maintaining Records. In written correspondence with Customers and Director, CONTRACTOR shall use recycled paper that is labeled to indicate its recycled content.

CONTRACTOR shall offer Customers the option to go paperless by offering them electronic notifications.

#### F. Customer Correspondence and Other Materials

CONTRACTOR shall submit to Director for approval, written materials CONTRACTOR intends to distribute to Customers at least thirty County Business Days before printing, texting, e-mailing, or mailing the materials.

At Director's request CONTRACTOR shall distribute written information to its Customers and Occupants by including it within CONTRACTOR's mailings or by separate electronic distribution.

#### G. Publicity and News Media Relations

#### 1. <u>Publicity</u>

Unless otherwise required by subsection F or subsection G.2, CONTRACTOR and its Affiliates, employees, consultants, agents, or subcontractors may, without Director approval, publicize its Contract Services or indicate in its proposals and sales materials that it has been

awarded this CONTRACT to provide Contract Services, if CONTRACTOR develops that publicity, proposals, or sales materials in a professional manner.

Neither CONTRACTOR nor any of its Affiliates, employees, consultants, agents, or Subcontractors may publish or disseminate commercial advertisements, news or press releases, opinions or feature articles using the name of COUNTY without the prior written consent of COUNTY's Chief Executive Officer and County Counsel.

#### 2. <u>News Media Relations; Trade Journal Articles</u>

CONTRACTOR shall notify Director by telephone followed by e-mail of all requests for news media interviews related to the Contract Services (and not other communities) within 24 hours of receiving the request. Before responding to requests involving matters other than the Collection programs and scope of Contract Services, CONTRACTOR shall discuss CONTRACTOR's proposed response with Director.

CONTRACTOR shall submit copies of CONTRACTOR's draft news releases or proposed trade journal articles related to Contract Services to Director for prior review and approval at least four County Business Days in advance of release.

CONTRACTOR shall give Director copies of media interviews and news releases related to Contract Services within four County Business Days of their occurrence.

#### H. Responsiveness to County

CONTRACTOR shall meet the following standards:

#### 1. <u>Normal</u>

Respond to COUNTY communications such as telephone messages, text messages, and e-mails no later than the next COUNTY Business Day. Acknowledge, at a minimum, that the CONTRACTOR has received the communication and provide an estimated time for a full response if the communication's issue cannot be immediately resolved.

#### 2. <u>Emergency Telephone Messages</u>

Respond to any telephone message within one hour in cases of emergencies as required under item J1 of Section 4.

#### 3. <u>Written Correspondence</u>

Respond to written correspondence from Director within one week of receipt.

#### 4. <u>Meetings</u>

Meet with Director during Director's Office Hours within one week of Director's oral or written request at Director's offices or other location requested by Director.

#### I. No Commingling of Solid Waste

#### 1. <u>No Commingling Between Areas</u>

CONTRACTOR may not commingle, in its Vehicles or otherwise, any Solid Waste that it Collects within the Service Area with any other Solid Waste that it Collects outside the Service Area, without prior written approval from Director.

For example, Director may allow Food Waste to be Collected from multiple jurisdictions to make Collection routes more efficient and therefore more cost effective. Additionally, Director may consider allowing commingling of Solid Waste during emergency situations.

Director may require documentation such as records of Customers, including Container capacities, in cities and in the Service Area, respectively. CONTRACTOR shall maintain Records with respect to Solid Waste Collected in the Service Area separately from records with respect to Solid Waste Collected outside the Service Area, including its weight.

#### 2. <u>No Commingling of Different Materials</u>

CONTRACTOR shall not commingle, in its Vehicles or otherwise, any Solid Waste that it Collects with any other type of Solid Waste that it Collects within the Service Area, without prior written approval from Director, as detailed in item M of this Section and further required in item E4 of Exhibit 3A1. For example, if a Vehicle is on its route Collecting Refuse, it may not Collect Recyclables or Organic Waste until after it has emptied its Refuse load at the approved facility.

#### J. Key Personnel

CONTRACTOR acknowledges that it identified certain personnel and described their professional experience and qualifications in the proposal it submitted to Director about the procurement of this CONTRACT, and that COUNTY awarded this CONTRACT to CONTRACTOR based in part on those individuals' experience and qualifications. CONTRACTOR shall identify those personnel ("Key Personnel") in Contractor Documentation in Exhibit 17. CONTRACTOR shall notify Director immediately of changes or upcoming changes in Key Personnel, including the professional experience and qualifications of the individual CONTRACTOR proposes to serve in place of a departing Key Personnel. Director may request CONTRACTOR to propose an alternative individual to serve in the position of the departing Key Personnel.

#### 1. <u>Emergency Telephone Number</u>

CONTRACTOR shall maintain a local emergency telephone number disclosed to Director for use by Director outside CONTRACTOR Office Hours. CONTRACTOR shall make a representative available at the emergency number outside CONTRACTOR Office Hours who will return any emergency call as soon as possible and in any event within one hour.

#### 2. <u>Lead Person</u>

CONTRACTOR shall assign a lead person(s), such as a route supervisor, to this Service Area. The lead person shall be responsible for ensuring that CONTRACTOR meets Performance Obligations. They shall spend as much time as possible in the Service Area. They shall act as a liaison between field crew and Director.

#### K. Uniforms

CONTRACTOR shall require its field employees to wear uniforms and prohibit them from removing any portions of their uniforms while providing Contract Services. Uniforms must meet the following specifications:

- Bear the CONTRACTOR's name, or other name approved by Director (for example, a DBA instead of a corporate name), and
- CONTRACTOR's logo.

#### L. Confidentiality

CONTRACTOR shall maintain the confidentiality of all records obtained from Director under this CONTRACT in accordance with all Applicable Law. CONTRACTOR shall inform all its officers, employees, agents, and Subcontractors providing Contract Services of this confidentiality obligation. CONTRACTOR acknowledges that these records may be subject to a Public Records Request made to COUNTY.

#### M. Single-Pass Collection

CONTRACTOR shall obtain Director's approval prior to implementing single-pass service. "Single-pass service" means that Customers may commingle and discard Refuse, Recyclables, and Organic Waste, and CONTRACTOR may Collect them in the same Container. If CONTRACTOR implements single-pass service, it shall remove or replace the additional Collection Containers designated for Recyclables and Organic Waste from the Customer's Premises.

CONTRACTOR must separate those commingled Solid Waste materials at a High Diversion Organics Waste Processing Facility (HDOWPF) that complies with SB 1383 requirements and Divert them. CONTRACTOR shall maintain weight Records of commingled Solid Waste separately from weight Records of sourceseparated Solid Waste.

#### 1. <u>Approval</u>

If a Customer requests the single-pass service, CONTRACTOR shall request single-pass service for such Customer(s). CONTRACTOR may request single-pass service on behalf of Customer(s) if they consider Customers would benefit from this service. Requests must be approved by the Director and include the following:

- Proposed Customer(s) address(es), and service level(s)
- Written justification of the total miles of the entire route to provide this service
- Written consent from Customer(s) affected by the single-pass, and
- Notification to Customer(s) residing on the Premises being serviced.

#### 2. <u>Billing Fees</u>

If approved by Director, CONTRACTOR must charge Customers the total cost of providing this service. The billing fees shall be separated into two expense components.

- Disposal/Diversion Expense -This is the expense related to processing all the waste Collected through single-pass. This is the tip fee (\$ per ton) at the HDOWPF multiplied by the total single-pass Tonnage.
- Transportation Expense This is the added expense related to sending one special truck from CONTRACTOR's yard to the Service Area and then to the HDOWPF. This expense shall be identified as a cost per mile as stipulated in Attachment 7-2, Service Rates of Exhibit 7. At the time of implementation, CONTRACTOR shall provide justification of the total miles of the entire route to implement the single-pass option. The total expense shall be the cost per mile multiplied by the total miles. The Director may assign differing percentages for distributing this expense among the customers if distance varies greatly to serve one Customer versus the other.

Contractor shall add the Disposal/Diversion Expense and the Transportation/Labor Expense for a total cost of implementation. Rates charged to Customer(s) shall be the total cost of implementation divided by total cubic yards serviced of all Dumpsters and/or Carts within the single-pass option, and then multiplied by each Customer(s) cubic yard single-pass service for their individual rate.

For example:

- 2 large Customers are approved for single-pass service
  - o Customer A will have 40 cubic yards service
  - Customer B will have 80 cubic yards service
- CONTRACTOR identifies total tonnage collected is 15 tons (via weigh tickets) and tip fee is \$110/ton = \$1650
- CONTRACTOR identified \$10/mile and total single-pass route is 20 miles = \$200
- Customer A rate = \$1850/120CY x 40CY = \$616.66
- Customer B rate = \$1850/120CY x 80CY = \$1233.33

#### 3. <u>Customer Billing</u>

CONTRACTOR shall invoice single-pass Customers quarterly. CONTRACTOR must ensure they accurately bill Customers for all services provided. CONTRACTOR must provide Customers a 30-day notice prior to changing any billing rates.

## N. Professional Manner

The services provided by CONTRACTOR shall be performed in a thorough and professional manner so that all Customers are provided at all times with reliable, courteous and high-quality Solid Waste handling services. To determine what is "professional" COUNTY may consider policies, standards, recommendations and other statements from associations whose members handle Solid Waste, such as the Solid Waste Association of North American (SWANA), the National Waste and Recycling Association, Association of County Engineers.

## O. Privacy

## 1. <u>General</u>

CONTRACTOR shall strictly observe and protect the rights of privacy of Customers and Occupants. CONTRACTOR shall not reveal to a Person other than COUNTY any information identifying individual Customers and Occupants or the composition or contents of a Customer's Solid Waste to any Person unless under Section 9 or upon the authority of Law or upon valid authorization of the Customer. This provision may not be construed to excuse CONTRACTOR from its obligations to assist COUNTY in the preparation of Solid Waste characterization studies or waste stream analyses, keeping Records, making Reports, or assisting COUNTY on meeting Federal, State, and local requirements.

# 2. <u>Mailing Lists</u>

CONTRACTOR shall not market or distribute mailing lists with the names and addresses of Customers and Occupants.

# 3. Privacy Rights Cumulative

CONTRACTOR's obligations in this Section are in addition to any other privacy rights accorded Customers and Occupants under Applicable Law.

# SECTION 5 - ADDITIONAL CONTRACT PROVISIONS

Exhibit 5 contains additional CONTRACT provisions that are incorporated by reference into the CONTRACT. Exhibit 5 includes the following parts:

- Part 1 General CONTRACT Requirements
- Part 2 Indemnification and Insurance
- Part 3 Suspension; Termination; Debarment Breaches and Defaults
- Part 4 Transfer of CONTRACT
- Part 5 General Provisions
- Part 6 Definitions and Interpretations of CONTRACT
- Part 7 Compliance with Laws and Regulations
- Part 8 Labor-Related Provisions Required in County Contracts

# SECTION 6 - CUSTOMER SERVICE

# A. Facilities

CONTRACTOR shall maintain both the following:

- A Vehicle maintenance yard, and
- Office at the address provided in Contractor Documentation in Exhibit 17.

CONTRACTOR may change the address by notifying Director in accordance with item A5 of Exhibit 17.

#### B. Telephone Service

CONTRACTOR shall maintain a toll-free telephone number and meet the following criteria:

## 1. Office Hours

CONTRACTOR shall provide a customer service representative to personally answer all calls to the toll-free number during CONTRACTOR Office Hours, including calls from Director, Customers, Occupants, and the public.

#### 2. <u>After Hours</u>

CONTRACTOR shall provide an answering machine to answer all calls to the toll-free number outside of CONTRACTOR Office Hours that allows callers to leave messages, such as reporting missed pick-ups and other complaints. CONTRACTOR shall further comply with County Code Section 20.72.160.

#### 3. On Hold Messaging

CONTRACTOR shall use Reasonable Business Efforts to broadcast public education messages while Customers are waiting on hold to talk to a customer service representative.

#### 4. <u>Telephone Tree</u>

CONTRACTOR shall require no more than two recorded options on a telephone tree before the caller speaks to a live customer service representative (for example, English/Spanish and residential/commercial service choices).

# 5. <u>Answer Speed</u>

CONTRACTOR shall use Reasonable Business Efforts to answer the telephone within four rings. CONTRACTOR shall answer 90 percent of all calls within the first 4 rings.

CONTRACTOR shall not leave the Customer on hold for more than ten minutes.

If Director determines that CONTRACTOR does not meet these Service Standards, Director may require that CONTRACTOR install additional telephone lines, hire additional customer service representatives, and make other customer service improvements without increasing Service Fees. Their determination will be based on whether the CONTRACTOR answers calls:

- Within five rings, based on at least three calls within one week, or
- 10 calls within one month.

## 6. <u>Bilingual</u>

CONTRACTOR shall respond to Customers and Occupants in English or Spanish as requested by the Customer or Occupant. Director may also require reasonable access to other languages such as through a translation service.

#### 7. Knowledgeable Staff

CONTRACTOR shall provide customer service representatives with a knowledge of basic services in the CONTRACT. A supervisor with extensive CONTRACT knowledge is to be available to respond to questions or concerns by callers.

A representative answering a regional or nation-wide hotline with no CONTRACT specific training is not acceptable. Also, calling someone back after researching the correct answer is acceptable but providing the wrong information due to a lack of adequate training is not acceptable.

#### C. Paperless/Electronic Information and Services

#### 1. <u>Website</u>

CONTRACTOR shall develop and maintain a website that includes the following information and Service options:

a. Service Information

Information such as Terms and Conditions form or service information, service brochures, newsletters, FAQ's, Holiday schedules, Christmas tree pick-up information, service changes, invoice explanations, allowable and forbidden discards, list of Recyclable and Organic materials, educational and outreach materials, notifications, alerts, and other information requested by Director.

## b. Bill Payment

The ability for Customers to review and pay their bills online for all Collection Services including Extra Services Fees as referenced under item B3 of Section 7.

#### c. Service Requests

Requests for service Collection that is not regularly scheduled, including on-call Bulky Item Collections, requests for extra pickups, and service cancellations.

## d. Contact Us

CONTRACTOR's contact information where Customers can register complaints and follow-up on complaint resolution.

#### e. Link

COUNTY may direct CONTRACTOR to add a link to Director's websites, such as but not limited to CleanLA.com, Smartbusiness.com and FoodDROPLA.com.

# 2. <u>Paperless/Electronic Notifications</u>

To reduce paper waste and reach more readers, CONTRACTOR shall offer their Customers the option to receive information via electronic notification. Information to be included in the electronic notification may include:

- Receiving service information described in preceding item C1a electronically, subsequently switching back to paper;
- Electronic billing under preceding item C1b;
- Making service requests under preceding item C1c; and
- Contacting CONTRACTOR under preceding item C1d.

CONTRACTOR shall give all educational messages and the template for service messages to Director for approval prior to sending to Customers. Upon Director's request, CONTRACTOR shall send messages provided by Director.

# 3. <u>E-mail Address</u>

CONTRACTOR shall maintain an e-mail address for use by Customers and Occupants and provide to Director upon request.

## D. Responses to Customer Complaints and Other Correspondence

# 1. <u>Resolution of Complaints</u>

CONTRACTOR shall investigate all Customer and Occupant complaints including but not limited to service complaints such as missed pick-ups, customer billing and complaints related to non-compliance of SB 1383 requirements.

## b. Call/E-mail for Service

CONTRACTOR shall maintain an e-mail address under preceding subsection C3 and telephone service under subsection B of this Section.

A call or e-mail from a Customer or Occupant to request a service or report an issue, such as a damaged container, is not considered a complaint.

# c. First Complaint

CONTRACTOR shall address all Customer and Occupant complaints immediately and resolve them by the end of the next Service Day following Customer or Occupant contact or any reasonable time agreed upon between Customer or Occupant and CONTRACTOR. A Customer or Occupant should not have to call or e-mail to complain on the same issue because CONTRACTOR did not resolve it as previously committed by CONTRACTOR, such as a damaged Container was not repaired or replaced as committed.

# *d.* Second and Subsequent Complaints

A Customer or Occupant should never have to call or e-mail to complain a second time on the same issue because CONTRACTOR did not resolve it as previously committed by CONTRACTOR.

# *e.* Investigation of SB 1383 Regulatory Non-Compliance Complaints

The CONTRACTOR shall investigate any SB 1383 Regulatory Non-Compliance Complaints within their Service Area in efforts to assist the COUNTY in meeting the 90-day compliance deadline as stipulated in SB 1383 Regulations (14 CCR Section 18995.3(c)). Upon CONTRACTOR completion of the investigation, the CONTRACTOR shall submit an investigation report that documents the investigation performed and shall recommend to the COUNTY on whether or not the entity investigated is in violation of SB 1383 based on the CONTRACTOR's investigation. The COUNTY shall make a final determination of the allegations against the entity.

# 2. <u>Communications Log</u>

CONTRACTOR shall enter, log, and maintain Records of all communications and their resolution, in computerized format and in compliance with County Code Section 20.72.160. CONTRACTOR shall maintain that log. CONTRACTOR shall submit the log for the applicable quarter to Director with CONTRACTOR's Quarterly Report under item A1 of Section 10.

# 3. <u>County's Reimbursement Costs</u>

If COUNTY employees or their contractors spend more than either of the following times resolving Customer complaints, then CONTRACTOR shall reimburse COUNTY its Reimbursement Costs that COUNTY incurred to resolve the complaint:

- Two hours in the aggregate resolving complaints from any single Customer that the Customer states have previously been filed with CONTRACTOR, or
- More than one hour in any work week (Monday through Friday) resolving complaints from different Customers.

The invoice for Reimbursement Costs should include all the following information:

- The address of the Premises being serviced,
- Customer who complained,
- Nature of complaint,
- Amount of time spent,
- Costs, including hourly fees for employees, agents or contractors who addressed the complaints, and
- Expenses, including phone and postage costs.

# E. Service Interruption

CONTRACTOR shall monitor the Public Works Road Closure website (http://pw.lacounty.gov/roadclosures/) for conditions that may cause service interruptions. CONTRACTOR shall not alter or interrupt its service schedule without Director approval.

CONTRACTOR shall alert all Customers and Occupants of any Director-approved interruption in service and when service will resume. CONTRACTOR may use any type of communication, including phone blast, e-mail blast, and text messaging. Examples of interruption include various reasons, such as road closures, extreme weather conditions, or breakdown of CONTRACTOR equipment.

## F. Responsiveness to Customer

Respond to communications such as telephone messages, text messages, and e-mails to the source that made contact no later than the next business day. If CONTRACTOR is unable to directly address the issue, CONTRACTOR shall respond with an acknowledgement to confirm receipt of message and indicate when the issue will be addressed.

Respond to United States Postal Service, Federal Express, or other courier provided correspondence from Customers or Occupants within one week of receipt.

# G. Setting Up or Terminating Service

# 1. <u>New Customers</u>

- Obtain contact and service location information
- Explain services and charges
- Provide Customer Subscription Order form, Bill of Rights, most recent Bi-annual newsletter
- Mail brochure
- Offer Bulky Item Collection upon move-in/out
- Offer paperless/electronic notifications
- Deliver Containers
- Explain Organic Waste Diversion requirements and offer on-site training

# 2. <u>Terminating Service</u>

CONTRACTOR shall give each Customer the option to terminate its terms and conditions without cause on 14-days' Notice. CONTRACTOR shall refund any advanced payment for service after termination. CONTRACTOR shall notify COUNTY immediately upon Customer request to terminate.

Additionally, upon Customer request to terminate Collection Services the CONTRACTOR must complete the following:

- Offer Bulky Item Collection
- Explain what to do with Containers
- Explain refund procedure for any prepaid services

# H. No Evergreen

CONTRACTOR shall not include in the terms of Customer Subscription Orders or other service contract with its Customers any automatic renewals or extensions, colloquially referred to as "evergreen" clauses, which obligate a Customer to take affirmative, prescribed action in order to terminate the Customer Subscription Order (such as giving written notice within a specified time period before the stated expiration of the Customer Subscription Order).

## I. Term Limitation

CONTRACTOR shall limit the terms of Customer Subscription Orders to no longer than the remaining term of this CONTRACT.

#### J. No Charges

CONTRACTOR shall not impose a charge on a Customer that terminates Collection Services with or without cause, including Liquidated Damages, penalties, or removal fees for any Carts, Dumpsters or Roll-off Containers.

# SECTION 7 - SERVICE RATES AND BILLING

## A. Customer Service Rates

The CONTRACTOR shall bill all Customers at rates not to exceed those specified In Attachment 7-2, of Exhibit 7 Service Rates. The CONTRACTOR shall be solely responsible for providing accurate billing statements and collecting billing payments from Customers. Billing shall be performed on the basis of services rendered, including the minimum base rate (includes Refuse, Recyclables, and Organic Waste) and Extra Services Fees, as applicable. COUNTY is not liable for paying any Customer's invoices, including delinquencies and surcharges relating to contamination.

CONTRACTOR shall charge Customers accordingly as stipulated in Attachment 7-2 Service Rates of Exhibit 7, meaning Commercial Business, Multifamily, and Residential Customers will each have distinct Service Rates.

# 1. <u>Uniform Rates</u>

CONTRACTOR shall charge Customers the same, uniform Customer Service Rates for the same Collection Services listed in Attachment 7-2, Service Rates of Exhibit 7. For example, one Customer should not be charged \$10 for Scout Service while another Customer is charged \$8.

## 2. <u>Base Rate</u>

The Minimum Default Collection Service includes a minimum base rate for the Collection of Refuse which is agreed upon by the Customer and includes an automatic subscription of a 96-gallon Cart for Recyclables and a 64-gallon cart for Organic Waste at no additional charge, Collected once per week. Additional service days and additional size Containers beyond the minimum base rate shall be charged according to the Service Rates Schedule listed in Attachment 7-2 of Exhibit 7.

#### 3. <u>Extra Services Fees</u>

The CONTRACTOR shall charge Customers accordingly for additional services as listed in Exhibit 7, Extra Services Fees to Customers. Maximum rates shall not go beyond what is specified. Some additional services include scout service, container locks, contamination fees, and additional Bulky Item pickups. See full list in Exhibit 7, Attachment 7-2, Extra Services Fees.

# 4. <u>Roll-offs and Compactors</u>

Refuse, Recyclables and Organic Waste Collected in Roll-off Containers and compactors shall be billed to the Customer at the rates specified in Attachment 7-2 of Exhibit 7, Service Rates Schedule. Rates included are specified for temporary and permanent Roll-offs and compactors.

CONTRACTOR may provide Roll-off Containers for Construction and Demolition Debris. CONTRACTOR shall charge the Customer as indicated in Attachment 7-2 of Exhibit 7, Extra Services Fees.

# 5. Rates for Customers with Waivers and Exemption

CONTRACTOR shall charge the Customers with the discounted rates as set forth in Attachment 7-2 of Exhibit 7, for any Customers that have been granted any waivers and/or exemptions by the COUNTY as referenced in item B of Section 1.

CONTRACTOR shall ensure that accurate Records are maintained for such waivers and exemptions and Customers are billed properly.

# 6. <u>Senior Discount</u>

CONTRACTOR shall discount the Customer's Basic Service Rate by 25 percent applied to Elderly Customers at Residential Premises such as:

(a) Residential Customers who have Dumpster Collection Services for Refuse and meet the following requirements:

# (1) 62 or Older

The Customer is age 62 or older as evidenced by a driver's license or other document issued by a governmental entity.

# (2) Head of Household

The Customer is a head of household as evidenced by his or her name on utility or telephone bills for the involved premises.

# (3) Life-Line or Low Refuse Generator

The Customer either: (a) qualifies for discounted utility rates based on financial need (such as those referred to as "lifeline" rates) as evidenced by water, power, or telephone bill for the involved premises, or (b) generates small amounts of waste and for Refuse uses only one 32-gallon Cart.

# 7. <u>Rate Adjustments</u>

Initial Service Rates are set based on the maximum rates proposed in the Exhibit 7 of Attachment 7-2, Service Rates Schedule. The Service Rates will thereafter be adjusted using the Consumer Price Index (CPI) for Trash and Garbage Collection (CUUR0000SEHG02), as described in Exhibit 7, Rate Adjustments. The first Rate Adjustment will be effective July 1, 2023.

# B. Customer Invoice and Payment

# 1. Invoice Content

CONTRACTOR shall include in its Customer invoice the following information:

## a. Contact Information

CONTRACTOR's telephone number, Office address, website and e-mail address for Customer complaints and questions.

# b. Itemized Costs

Itemize costs in accordance with services. CONTRACTOR shall not identify that portion of a Customer's invoice attributable to a Franchise Fee, if any.

# c. Paperless Option

A message promoting its website-based invoicing and payment system on all paper invoices sent to Customers.

At Director's request, CONTRACTOR shall promptly submit a copy of a Customer's invoice to Director.

#### 2. <u>Frequency</u>

CONTRACTOR shall invoice all Customers monthly, or an alternate frequency as approved by Director. Additionally, CONTRACTOR shall invoice single-pass Customers quarterly as set forth in item M of Section 4, Single-Pass Collection.

Collection Services including any surcharges are to be billed to all Customers one month in advance. Bills shall be sent on or before the first day of the billing period. Payment in full is due no later than the last day of the month.

If Customer fails to pay bill, see item B7 of this Section for actions to be taken.

# 3. <u>Electronic Invoicing</u>

To reduce paper waste, CONTRACTOR shall make available and encourage to all Customers an electronic invoicing system at no additional charge. CONTRACTOR shall ensure that the electronic invoicing and payment website conforms to industry-standard practices for electronic commerce security. CONTRACTOR must ensure that these Customers receive invoice inserts such as newsletters either electronically or paper copies, as requested by Customer. Through CONTRACTOR's website, Customers may request to cease paper invoices and receive all invoices through e-mail or access them on CONTRACTOR's website.

## 4. Inserts

At Director's request, CONTRACTOR shall include a message and/or enclose with Customer's invoice all inserts prepared and provided by Director.

# 5. <u>Electronic Payment</u>

CONTRACTOR shall make available and encourage to all Customers an electronic payment system at no additional charge. This system will be website based and allow Customers to pay invoices through CONTRACTOR's website, both one-time and reoccurring. CONTRACTOR must allow credit card payments and may include direct bank routing or other payment methods.

# 6. <u>Refunds</u>

CONTRACTOR shall refund any overcharges to a Customer (including advance payments for Collection Services that are subsequently canceled) within 30 days after collection thereof. CONTRACTOR shall pay the Customer interest on overcharges (other than advance payments for subsequently canceled services) with interest thereon at ten percent per annum from the date originally overcharged until the date refunded.

# 7. <u>Late Payment</u>

Customer payment of bills are due to CONTRACTOR no later than the last day of the billed month. The following are the required warning notices and maximum allowable penalties for late payment. CONTRACTOR may be more lenient.

If payment is not received after 1.5 months, a reminder shall be sent to Customer indicating missed payment, balance due, and warning of ten percent late fee. If payment is not received by the last day of the second month, the account will become delinquent and an additional ten percent fee may be added to the balance. If payment is not received after 2.5 months, a second reminder shall be sent to Customer indicating missed payment, balance due including ten percent late fee, and warning of stopping service and Container removal. If payment is not received after 3 months, Collection Service may be stopped. If payment is not received after 3.5 months, Collection Services may be interrupted by removing the Containers from the Premises and a \$25 interruption fee may be charged upon returning Containers to Premises. CONTRACTOR is to abide by any trespassing laws while removing Containers.

If Customer fails only to pay for surcharges for any or all special services in item A3 of Section 7, those special services shall be stopped without affecting other services. For example, if a Customer has an extra Refuse Container but is not paying the fee for the Container, the extra Container should not be Collected but all other Collection Services shall be provided.

A \$25.00 fee on returned checks (insufficient funds) may be charged to Customer.

Elapsed Time	Action
Before or on 1st	Bill sent to Customer
day of the month	
1 month	Bill due to CONTRACTOR
1.5 months	Reminder sent with warning of late fee
2 months	Unpaid bill delinquent, 10 percent late fee added
2.5 months	Reminder sent with warning of stop service,
	container removal, and interruption fee
3 months	Service stopped
3.5 months	Containers removed, \$25 interruption fee

Plain Language Table

The COUNTY may direct the CONTRACTOR to continue to provide Collection Services to delinquent Customers during health and safety emergencies (such as an earthquake, storm, or riot, pandemic or when Solid Waste is accumulating at Set-Out Sites for more than a week) as referenced in item B of Section 11.

# SECTION 8 - WASTE CHARACTERIZATION STUDY

#### A. Participate with County Study

CONTRACTOR shall cooperate with Director in conducting Solid Waste characterization studies and waste stream audits. Cooperation includes all the following:

- Diverting Collection Vehicles from their regular route to alternate locations;
- Emptying all Solid Waste from Collection Vehicles; and
- Providing Collection, transportation, and Disposal of Solid Waste remaining after the study or audit.
- Providing copies of route maps

## SECTION 9 - RECORDS

CONTRACTOR's obligations and COUNTY's rights in this Section survive the term.

## A. Record Maintenance and Retention

# 1. <u>All Records</u>

CONTRACTOR shall prepare and maintain all Records in accordance with generally accepted auditing principles during the Term and for an additional period of not less than five years after the Expiration Date or any longer period required by Applicable Law.

#### a. Legal Requirements

CONTRACTOR shall maintain all records required under Applicable Law, including:

(1) records pertaining to Solid Waste Collection, and Disposal under County Code Section 20.72.160.

# b. Inter-jurisdictional Routes

# (1) Acknowledgement

CONTRACTOR acknowledges that if CONTRACTOR attributes erroneously Solid Waste that CONTRACTOR Collects in incorporated cities, other counties or Garbage Disposal Districts with Solid Waste that CONTRACTOR Collects in the unincorporated areas of the COUNTY under this CONTRACT, then the COUNTY may be subject to fines for failure to Divert Solid Waste from landfill Disposal as required under AB 939.

# (2) Obligation

CONTRACTOR shall comply with 14 CCR 18808.7 and maintain records used to prepare Reports submitted to COUNTY, including jurisdiction of origin necessary to determine the weight of Solid Waste that CONTRACTOR Collects in the Service Area. CONTRACTOR shall document the method by which it allocates Solid Waste Collection route that includes a jurisdiction other than the COUNTY.

# 2. <u>Disposal Records</u>

CONTRACTOR acknowledges:

## a. Claims

That COUNTY may need to respond to claims under CERCLA or similar Applicable Laws with respect to Disposal of Solid Waste.

# b. Quantity

COUNTY's need to determine the quantity, location, and date of CONTRACTOR's Disposal of Solid Waste.

Therefore, CONTRACTOR shall establish and maintain a protocol for the retention and preservation of those Records, for a period of five years after the Expiration Date or any longer period required by Applicable Law, which protocol will document where CONTRACTOR Disposed of Solid Waste that it Collected (whether landfilled, incinerated, composted, or otherwise processed or marketed).

# 3. Notification

CONTRACTOR shall give Notice to Director at least 30 days before destroying Records of Disposal at any time after the retention period referred to in item A1 of Section 9.

# B. County Custody

If Director has reason to believe that Records may be lost, discarded, or destroyed for any reason, Director may require that CONTRACTOR give COUNTY custody of any or all Records. Access to those Records will be granted to any Person duly authorized by CONTRACTOR. CONTRACTOR shall pay for storage cost.

# C. Inspection and Review of Records

Upon five Service Days' notice by telephone or writing, or a lesser amount of time in the event of extraordinary circumstances, Director and/or its contractor may inspect, review (including using outside contractor), excerpt, transcribe, and copy all Records at CONTRACTOR's Office during CONTRACTOR Office Hours. CONTRACTOR may maintain Records outside of COUNTY (1) if it promptly provides copies thereof to Director at Director's offices, (2) if Director, in its sole discretion, agrees to travel outside COUNTY and CONTRACTOR pays COUNTY's Reimbursement Costs.

In addition to travel costs, COUNTY will bear the expense of the review and of obtaining a copy of Records; however, within 30 days of Director Notice, CONTRACTOR shall reimburse COUNTY for COUNTY's Reimbursement Cost of

the expenses for the review if the review reveals a discrepancy of the lesser of 3 percent or \$2,500 between:

- The amount contained in the Records (e.g., the amount of Solid Waste Collected or Diverted), and
- Any representation or Report that CONTRACTOR made to COUNTY; Franchise Fee or other money paid to COUNTY; County Service Fees paid by COUNTY, or information that CONTRACTOR submitted to Director.

Director may give Notice to CONTRACTOR identifying any discrepancy.

CONTRACTOR shall pay any discrepant shortfall in Franchise Fee or other payments due COUNTY, or excess of County Service Fees, upon Director demand, including fees and charges for the late payment of Franchise Fees. Failure to make those payments will constitute a CONTRACTOR Default in accordance with Part 3 of Exhibit 5. In lieu of payment, Director in its sole discretion may (1) deduct that shortfall from amounts that COUNTY owes CONTRACTOR under this CONTRACT, other contracts, or any other obligation, or (2) draw that shortfall from the performance bond, letter of credit, certificate of deposit, or other form of performance assurance provided by CONTRACTOR in accordance with Section 15.

COUNTY will pay any discrepant shortfall in County Service Fees due CONTRACTOR up to COUNTY's maximum obligation for County Service Fees appropriated by COUNTY for purpose of this CONTRACT.

# D. Copies of Audits

If anyone, including Federal or State auditors and auditors or accountants employed by CONTRACTOR or others, conducts an audit of CONTRACTOR specifically regarding this CONTRACT, then within 30 days of the audit report, CONTRACTOR shall file a copy of the audit report with County's Auditor-Controller and notify Director of the filing, unless otherwise provided by Applicable Law. Subject to Applicable Law, COUNTY shall make a reasonable effort to maintain the confidentiality of such audit report(s).

#### E. Submission of Records

CONTRACTOR shall submit to Director, without charge to COUNTY or charge to Customers, any Records relating to Diversion requested by Director to assist COUNTY in meeting obligations imposed by Federal, State, and local laws. CONTRACTOR shall submit those Records by using the data management system forms used for submitting Reports or as requested by Director.

# F. Public Record Request

# 1. <u>Exclusive Property</u>

The following become the exclusive property of COUNTY:

- Any Record or other document that CONTRACTOR gives Director, including about the procurement of this CONTRACT (such as proposals);
- Any Record or other document that Director obtains about Director's audit or inspection under this CONTRACT, including books and accounting records.

The above Records or other documents become a matter of public record and shall be regarded as public records, *except* if CONTRACTOR marks them as a "trade secret," "confidential," or "proprietary," they will be deemed excluded from disclosure under Government Code 6250 et seq. (Public Records Act). However, if a requestor seeking records marked "trade secret," "confidential," or "proprietary" does not agree that the records are exempt, then COUNTY will notify the CONTRACTOR that such records will be produced, unless the CONTRACTOR intercedes and files an injunction or other action to legally prevent disclosure.

CONTRACTOR agrees that COUNTY shall not in any way be liable or responsible for the disclosure of any such records including, with limitation, those so marked, if law requires disclosure, or by an order issued by a court of competent jurisdiction.

# 2. Defend, Indemnify and Hold COUNTY Harmless

CONTRACTOR shall defend, indemnify and hold harmless County from all costs and expenses, including reasonable attorney's fees, in connection with any requested action or liability arising under the Public Records Act, including request for any of the Records or other documents marked "trade secret," "confidential," or "proprietary." CONTRACTOR releases COUNTY from liability or responsibility for disclosing Records or other documents including those so marked, if Applicable Law require disclosure, including an order issued by a court of competent jurisdiction.

#### SECTION 10 - REPORTS

## A. Types and Content

## 1. <u>Quarterly Reports</u>

The Director may request any Reports or data be reported prior to the Quarterly Reports submissions as referenced under subsection D of this Section.

Within 30 days after the end of each calendar quarter, or as determined by Director, CONTRACTOR shall submit the Quarterly Report for the preceding three (3) calendar months ending with that month to Director using the forms maintained on the data management system or provided by Director, which includes the following information:

## a. Tonnage Report

CONTRACTOR shall report the total quantities in Tons of Materials Collected, Transferred, Processed, and Disposed by the CONTRACTOR. The report shall contain Tonnage data broken down by Container type Collected and must identify each Processing facility(ies) utilized for each Container type Collected.

#### b. Rejected Recyclables and Organic Waste

CONTRACTOR shall report the number of loads and Tons of Recyclables and Organic Waste rejected for Processing based on the Collection Container, together with the reason for rejection and facility at which the rejected materials were Disposed.

#### c. Educational Materials

CONTRACTOR shall report all educational materials distributed, and any events attended by CONTRACTOR to its Customers. Reports shall include dates when materials were distributed, along with the Service Area(s) it was distributed, location of events held, and which Customer type received the education material (i.e., Residential, Multifamily, Commercial, or all Customers).

# d. Non-Collection Notices

CONTRACTOR shall report the total number of Non-Collection Notices issued, date/time of non-collection incidents, and the reasons for issuance including the list of Customers along with the Customer/Occupant information such as addresses, and service levels. CONTRACTOR shall also provide dated photographic evidence of Non-Collection Notices issued and photographs of Customer non-collection incidents.

## e. Customer List

CONTRACTOR shall report and provide a Customer list which includes all active and inactive accounts, account numbers, name associated with each account, Customer phone number, address and e-mail address, service site location address, level of service and material type Collected for each Container provided at each address, service day(s), additional services provided, indicate exemption or waiver type if applicable, and any other information associated with the Scope of Services as requested by Director.

Along with COUNTY's Customer list, the CONTRACTOR must provide their incorporated Customer list which should only include the Customer's service location addresses.

CONTRACTOR shall also indicate which Customers are not subscribed or adequately subscribed to Solid Waste Collection Services.

Additionally, CONTRACTOR shall report on Customers mentioned in subsection B of Section 1.

# f. Financial Report

CONTRACTOR shall provide financial report(s) for all serviced Customers. Financial reports may also include a monthly billing and gross receipts report. The report(s) shall include and are not limited to, account number, account name, account address, service location/site address, invoice number, invoice date, billing amount/current charges in detail by billing description (i.e. 4YD FL Refuse, 3YD FL Recycle, late charge, etc.), payment received, payment date, payment type (i.e. check/cash/money order), account balance to date, and any other information as requested by Director.

# g. Customer Service Communications Log

CONTRACTOR shall provide a copy of the customer service log which should include all service complaint activities and SB 1383 Regulatory Non-Compliance Complaints.

# (1) Service Complaints

Logs shall include the Customer's information such as Occupant and/or Customer's phone number and/or e-mail address, address, a summary of the type and number of complaints, missed pickups, and Non-Collection Notices and their resolution in a format acceptable by COUNTY.

# (2) SB 1383 Regulatory Non-Compliance Complaints

CONTRACTOR shall report the number of complaints that were received and investigated, and if applicable, any educational materials issued to the Customer and resolution as referenced in item D1d of Section 6.

# *h.* Containers Removed Upon Director Request

# (1) Carts or Dumpsters Stored in Right-of-Way

CONTRACTOR shall report the number and addresses of Containers removed, fees charged, and Containers returned, per item C7d of Exhibit 3A1.

# *i.* Contamination Monitoring

CONTRACTOR shall report the number of route reviews conducted for contamination monitoring and the number of times notices, violations, or targeted education materials were issued to Customers for Container Contaminants including the total number of Containers Disposed as Refuse due to the observation of Container Contaminants as described in item J1 of Exhibit 3A1.

# *j.* Facility List

CONTRACTOR shall report and identify all Solid Waste Facilities used to Process all materials Collected. If utilizing a High Diversion Organic Waste Processing facility to Process Mixed Waste Collection, CONTRACTOR shall identify such facility and must include the Recycling and Disposal Reporting System (RDRS) identification number for the facility(s).

CONTRACTOR shall also report the facility tip fee and Diversion rates per Processed material group (e.g., Recyclables, Organic Waste, Food Waste and Mixed Waste).

# k. Customer Waivers

CONTRACTOR shall maintain a record of waiver requests and COUNTY issued De Minimis and Physical Space waivers. CONTRACTOR records must reflect COUNTY Records and any changes to a Customer's eligibility shall be reported to the COUNTY immediately. CONTRACTOR shall also notify the COUNTY of generators CONTRACTOR believes is eligible for a De Minimis and/or Physical Space waiver.

I. Site Visits

CONTRACTOR shall provide the Director a detailed summary Report of the site visits that were conducted and it shall include the following: No. of site visits performed during the quarter, the name and address of each Customer visited including the contact name and phone number, the date of each visit, any recommendations for service level changes, any outreach provided and summary of site visit and outcome.

# *m.* Commercial Edible Food Generators

CONTRACTOR must report to COUNTY if they notice Edible Food in any Solid Waste Container and indicate the estimated percentage and/or pounds of Edible Food Disposed.

In addition, the Report shall include the Commercial Edible Food Generator's business name if applicable, the corresponding account holder name(s), account number, contact information, address, and photographic evidence of the Disposed Edible Food.

#### *n.* Bulky Item Collections

CONTRACTOR shall report all Customers that received Bulky Item Collection Services, number of pick-ups and number of items in each pick-up.

# o. Contamination and Other Fees

CONTRACTOR shall provide to Director a list of Customers who were charged a contamination fee, Container violation fee or an extra pick-up fee as referenced In Exhibit 7, Attachment 7-2 (Extra Services Fees).

# p. Collection Route Maps

CONTRACTOR shall e-mail changes in Collection route maps and schedule during the prior month.

# *q.* Special Events Collection

CONTRACTOR must notify and report to COUNTY the Collection Services that CONTRACTOR provided at any special events located within the unincorporated communities of Los Angeles County. The Report shall include the type of Collection Service provided (e.g., Refuse, Recycling and/or Organic Waste Collection) and service level, name and address of event, event coordinator contact information, and any other information associated with the event that may be requested by the Director.

Additionally, CONTRACTOR must notify COUNTY immediately if the special event includes any Edible Food activity.

# 2. <u>Annual Report</u>

On or before each February 28, CONTRACTOR shall submit the Annual Report to Director in a form satisfactory to Director, for the preceding Calendar Year, including the following information:

# a. Solid Waste Diversion Program Implementation

A Report of CONTRACTOR's compliance with its Performance Obligations with respect to Solid Waste Diversion program implementation during the preceding Calendar Year. This Report includes, but is not limited to, CONTRACTOR explanation of their Solid Waste Diversion efforts.

# b. Subcontractors

An updated list naming all Subcontractors, the amount of Goods or Services that each Subcontractor provides to CONTRACTOR, and a description of CONTRACTOR's relationships to each Subcontractor (including ownership interests) in accordance with Part 5K of Exhibit 5.

# *c.* Collection Vehicle Compliance

Each Vehicle's compliance with any applicable local, state and federal regulations and requirements including South Coast Air Quality Management District Rule 1193, Clean On-Road Residential and Commercial Collection Vehicles, and Diesel Particulate Matter Control Measures (13 California Code of Regulations 202 et seq.).

# d. Scavenging

A narrative description of efforts made to deter and prevent unauthorized removal or scavenging of Recyclables.

#### e. Vehicles

An inventory of Vehicles assigned to the Service Area and information on each Vehicle including its number, fuel type, year,

make, model, license plate number, VIN number, assigned route with start and finish points, days of service, type of material Collected, and number of accounts being serviced. CONTRACTOR shall update and submit immediately if any Vehicle, route or information has changed during the prior year.

f. Procurement of Recovered Organic Waste Products

# (1) RNG Procurement

CONTRACTOR shall report the total amount of renewable natural gas (RNG) procured by CONTRACTOR for use in automated Collection Vehicles dedicated for CONTRACTOR's Service Area, pursuant to Section 3C, in diesel gallon equivalents (DGE). The CONTRACTOR shall include copies of any receipts, invoices, or other similar documentation evidencing procurement.

# (2) Alternative Procurement Plan (If Applicable per item J4 of Exhibit 3A1)

CONTRACTOR shall include copies of any receipts, invoices, or other similar documentation evidencing procurement activities.

# g. Processing Facility Reports

# (1) Plastic or Compostable Bags

If CONTRACTOR Collects Organic Waste in plastic or Compostable bags, CONTRACTOR must provide a written representation and warranty from the Processing facility to the Director that the approved Organic Waste Processing Facility has and will continue to have the capabilities to Process and remove plastic or compostable bags when it recovers Source Separated Organic Waste.

# (2) High Diversion Organic Processing Facility

CONTRACTOR shall provide copies of quarterly and annual average Mixed Waste Organic content recovery rates for each High Diversion Organic Waste Processing Facility used by CONTRACTOR to demonstrate that the facility(ies) meets or exceeds the Organic Waste content recovery requirements specified in 14 CCR Section 18984.3.

# (3) *Compostable Plastics*

If CONTRACTOR accepts Compostable Plastics, CONTRACTOR must provide a Written notification to the Director that the approved Organic Waste Processing Facility(ies) has and will continue to have the capabilities to Process and recover the Compostable Plastics included with the Source Separated Organic Waste transported to the approved Organic Waste Processing Facility.

# (4) Quarantined Organic Waste

CONTRACTOR shall provide a record of all compliance agreements for quarantined Organic Waste that are Disposed of, including the name of Generator, date issued, location of final disposition, and the amount of quarantined Organic Waste that was required to be Disposed at a Landfill.

# (5) Temporary Equipment or Operations Failure

If CONTRACTOR is granted a Processing facility temporary equipment or operational failure waiver in accordance with item D5 of Exhibit 3A1, CONTRACTOR shall report the following documents and information:

a. The number of days the Processing facility temporary equipment waiver or operation failure waiver was in effect;

b. Copies of any notifications sent to the Director pursuant to item D5 of Exhibit 3A1, and copies of COUNTY notices to CONTRACTOR pursuant to item D5 of Exhibit 3A1;

c. Documentation setting forth the date of issuance of the waiver, the timeframe for the waiver; and,

d. A record of the Tons of Recyclables, Organic Waste, and Mixed Waste materials redirected to an alternative Solid Waste Facility or Disposed at an approved Solid Waste Disposal Facility as a result of the waiver, recorded by Collection Vehicle or transfer vehicle number/load, date, and weight.

# 3. <u>Reports of Unauthorized Collectors</u>

As described in item B10 of Section 1, if CONTRACTOR discovers that any Person is providing MSW Management Services in the Service Area who is

not authorized by Director or is in Violation of Applicable Law, then CONTRACTOR shall promptly e-mail Director with the following:

- The identity and address of the Person ("Violator"), if known;
- The facts and documentation supporting CONTRACTOR's report; and
- Any other information or documentation about the Violator and CONTRACTOR's report that Director may reasonably request.

COUNTY acknowledges that CONTRACTOR may seek legal or injunctive relief against the Violator in accordance with Applicable Law to cease providing those MSW Management Services. Notwithstanding the foregoing, COUNTY is not liable to CONTRACTOR, and CONTRACTOR hereby releases COUNTY from liability for any act of a Violator.

# 4. <u>Legally Required Reports</u>

CONTRACTOR shall file all Reports required under Law, including County Code Section 20.72.50 (Area, Services, Rates and Schedules).

#### 5. <u>Improper Solicitations</u>

CONTRACTOR shall immediately report any attempt by a COUNTY officer or employee to solicit improper consideration (including in the form of cash; discounts; service; or the provision of travel, entertainment, or tangible gifts), to:

(1) COUNTY manager charged with the supervision of the employee;

or

(2) the COUNTY Fraud Hotline at (800) 554-6861 or <u>www.fraud.lacounty.gov</u>

#### B. Submission of Reports

CONTRACTOR shall submit Reports in a format compatible with COUNTY's computers and shall submit Reports using the following methods:

#### 1. Quarterly Reports and Annual Report

Submitted via e-mail or other electronic form or printed copy, as determined by Director, in accordance with this Section and Section 12.

## C. Reporting Adverse Information

CONTRACTOR shall provide Director copies of all Reports, pleadings, applications, notifications, and notices of violation, communications or other material directly relating to its Performance Obligations submitted by

CONTRACTOR to, or received by CONTRACTOR from Regulatory Agencies, including any of the following:

- The United States or California Environmental Protection Agency;
- CalRecycle;
- The Securities and Exchange Commission;
- Any other Regulatory Agency; and,
- Any Federal, State, or County court.

CONTRACTOR shall submit copies to Director simultaneously with CONTRACTOR's submission of those materials to those entities. At Director's request, CONTRACTOR shall promptly make available to Director any other correspondence between CONTRACTOR and those entities.

# D. County's Right to Request Information

At Director's request, CONTRACTOR shall promptly provide to Director additional information reasonably and directly pertaining to this CONTRACT (including substantiation of information submitted in Reports).

## E. Reports of Cybersecurity Breaches

CONTRACTOR must notify the Director immediately if CONTRACTOR's data security system encounters any cyber security breach.

# SECTION 11 - SUBSTITUTE, EMERGENCY AND BACK-UP SERVICE

## A. Director's Right to Provide Contract Services

#### 1. <u>Events</u>

COUNTY may provide, or contract with a third party to provide, for the performance of, any or all Customers services in either of the following events, determined by Director in its sole discretion:

## a. Unable for a Period of 48 Hours to Collect

- For 48 consecutive hours CONTRACTOR does not Collect and Dispose of any type of Solid Waste for any reason, including Uncontrollable Circumstances, or
- Director determines there is danger to public health, safety, or welfare.

# b. COUNTY Suspends or Terminates CONTRACT

COUNTY suspends or terminates all or a portion of the CONTRACT.

COUNTY has no obligation to continue providing any or all Contract Services. It may stop providing them at any time, in its sole discretion. However, COUNTY may continue to provide those Contract Services until either of the following occurs:

- CONTRACTOR demonstrates to Director's satisfaction that CONTRACTOR is ready, willing, and able to resume providing timely and full Contract Services, or
- Director can make alternative arrangements for providing MSW Management Services comparable to Contract Services in scope and price. Alterative arrangements may include contracting with another, third-party service provider.

## 2. <u>Notice</u>

Director may give CONTRACTOR oral notice that Director is exercising its right to perform Collection Services, which notice is effective immediately, but must confirm oral notice with a Notice within 24 hours thereafter.

#### 3. <u>Stipulations</u>

CONTRACTOR stipulates that COUNTY's exercise of rights under this Section does not constitute a taking of private property for which COUNTY must compensate CONTRACTOR, shall not create any liability on the part of COUNTY to CONTRACTOR, and does not exempt CONTRACTOR from any Indemnities, which Parties acknowledge are intended to extend to circumstances arising under this Section. However, CONTRACTOR is not required to indemnify COUNTY against claims and damages arising from the negligence or misconduct of COUNTY officers and employees (other than employees of CONTRACTOR at the time COUNTY began performing Collection Services) and agents driving Vehicles. COUNTY shall indemnify CONTRACTOR, its Affiliates and its and their officers, directors, employees, and agents from and against damages, costs, or other expenses or losses they incur arising out of or relating to that negligence or misconduct.

# 4. Rental and Other Compensation

# a. Uncontrollable Circumstances

If an event enumerated in items A1a or A1b in Section 11 is due to Uncontrollable Circumstances, then COUNTY shall pay CONTRACTOR the Direct Costs below.

# (1) Rental Fees

Rental fees for the use of equipment equal to fair market value thereof as determined by an independent appraiser selected by the Parties.

(2) Vehicles

CONTRACTOR's Direct Costs of providing Vehicles with fuel, oil, and other maintenance.

(3) Personnel

CONTRACTOR'S Direct Costs of making CONTRACTOR'S personnel available to COUNTY, including Direct Costs of using CONTRACTOR's personnel to operate CONTRACTOR's equipment or vehicles.

The Parties shall select an appraiser as follows: within ten days after CONTRACTOR requests payment of rental fees in events described in item (1) of this subsection 4a, each Party will prepare a separate list of five Persons who do not work for either Party having experience in Solid Waste equipment appraisal, in numerical order with the first preference at the top, and exchange and compare lists. The Person ranking highest on the two lists by having the lowest total rank order position on the two lists is the appraiser. In case of a tie in scores, the Person having the smallest difference between the rankings of the two Parties is selected; a coin toss determines other ties. If no Person appears on both lists, this procedure is repeated.

If selection is not completed after the exchange of three lists or 60 days, whichever comes first, then each Party will select one Person having the qualifications and experience described above and those two Persons will together select an appraiser.

# b. Other Than Uncontrollable Circumstances

If an event enumerated in items A1a or A1b in Section 11 is not due to Uncontrollable Circumstances, then COUNTY will not be obligated to pay the compensation and CONTRACTOR shall pay COUNTY's Reimbursement Costs within 10 days of COUNTY's submitting an invoice, therefore. If CONTRACTOR does not so timely pay, COUNTY may draw upon any performance bond, letter of credit, or other security provided under this CONTRACT.

## B. Customer Services - Response to Emergencies

Depending on the extent and magnitude of an emergency, Customers may encounter issues with making payments and CONTRACTOR may be unable to fulfill all CONTRACT requirements. Upon declaration of a Federal, State or Local emergency, Director may implement the following policies with written Notice regarding Collection Services:

# 1. <u>No Stop Service</u>

CONTRACTOR shall not stop service to any account for delinquent payment during an emergency. Not applicable to debt prior to the emergency.

#### 2. <u>No Late Fees</u>

CONTRACTOR shall not charge late fees on bills unpaid amount incurred during the emergency. Not applicable to debt prior to the emergency.

#### 3. Extended Payment Option

CONTRACTOR shall allow Customers up to 12 months after an emergency to make monthly payments to debt incurred during the emergency. Not applicable to debt prior to the emergency.

# 4. Adjustment of Existing Services

COUNTY shall consider implementing changes such as:

#### Non-essential services suspend

- Cart exchanges if they are still usable
- Bulky Item collection may be delayed up to 3 weeks from call-in (not applicable to service areas where call-in is not required)

- Collection hours are expanded to 6 am to 8 pm
- **Time required to speaking to a live customer service representative** may be extended but Public Works must be notified if the average time exceeds 20 minutes.
- Weekly collection modified
  - Biweekly Organic Waste
  - Biweekly Recyclables (residents stockpile and compact their Containers to fit more)
  - Alternating weeks of Recyclables and Organic Waste
  - Comingled trash with Recyclables and/or Organic waste.

# 5. Adjustment of Franchise Fees

## *a.* Debt Incurred During Emergency

12 months after an emergency, COUNTY will match the debt incurred as a result of Customers not paying their bills during an emergency. CONTRACTOR must submit documentation to the satisfaction of the Director. Future Franchise Fees invoices will be adjusted by Director. For example, if the CONTRACTOR has \$100,000 of unpaid bills 12 months after an emergency, Director will reduce the Franchise Fee invoice by \$50,000. If CONTRACT will terminate prior to the 12 months, Director will consider an alternate timeline.

At any time after the Director has authorized the debt to be deducted from Franchise Fee and CONTRACTOR is able to recover additional payments from Customers, or former Customers, those recovered funds must be shared equally with COUNTY.

# b. Franchise Fee Payment Extension

Director will consider adjusting Franchise Fees during an emergency, extending the deadline to pay an invoice.

#### C. Backup Service Plan

CONTRACTOR shall implement its Backup Service Plan within seven days of Director request if Customer's Solid Waste is not Collected at Customer's Set-Out Site, including uncontrollable circumstances. Examples of circumstances include CONTRACTOR's employees on strike or mudslides, wildfires, or earthquakes that cause blocked or damaged roads. In the event there is a protracted service disruption due to any cause, CONTRACTOR will institute proactive actions to sustain Solid Waste Collection Services. Since Customers are expecting services that CONTRACTOR is not providing, CONTRACTOR shall propose the appropriate services below for Director approval and must not charge Customer or COUNTY for providing these services, unless noted below.

# 1. <u>Provide Conveniently Located Dumpsters or Roll-off Containers</u>

CONTRACTOR will place 3 or 4-yard Dumpsters and/or Roll-off Containers throughout the community in key locations approved by Director.

# 2. Offer Self-hauling of Solid Waste to a Facility

CONTRACTOR will use Reasonable Business Efforts to make arrangements with the Solid Waste Disposal Facility normally used by CONTRACTOR for this Contract to allow each Occupant to direct haul and dispose of their Solid Waste, 6 days per week. The facility shall only charge the Customer for Disposal costs for quantities exceeding 100 pounds and there shall be no minimum quantities.

Additionally, if Director determines the distance to the CONTRACTOR's usual facility is too far from Occupants, CONTRACTOR will arrange for a local facility to allow each Occupant to drop-off the Solid Waste.

# 3. Inform Customers of Temporary Procedures

CONTRACTOR will use Reasonable Business Efforts to inform Customers and Occupants of the above service and Disposal options. CONTRACTOR will provide Customers and Occupants with information on where and how to dispose of the Occupant's Solid Waste by the following means:

- A recording on its customer service line.
- Arrange for the broadcast of COUNTY's 30-second Public Service Announcement video on local cable access channels with CONTRACTOR to customize it to the situation, such as having text appear on the screen announcing date, times, and addresses.
- Contact local print media and produce a press release.
- Contact Customers and Occupants via phone, e-mail, or text messages.

# 4. <u>Credit Policy for Missed Contract Services</u>

# a. Missed Curbside Collection

Since Occupant is expecting a Collection Service not provided, CONTRACTOR shall automatically credit Customer for each missed Collection. For example, if a strike disrupts 2 weeks of the 13 Collections in a quarter, CONTRACTOR would credit Customer 2/13 of that quarter's fee toward the next quarter's fee.

# b. Other Customer Services

When CONTRACTOR is unable to offer Collection Services other than curbside Collection, such as Bulky Item Collection, Community

Meetings, or other required services, CONTRACTOR shall provide evidence of cost associated with those services and offer alternate services acceptable to Director.

## 5. **Provide Replacement Drivers and Security**

CONTRACTOR shall use Reasonable Business Efforts to require all properly trained and licensed employees to operate Collection Vehicles to maintain core Disposal and Diversion services. As described in the above paragraphs, CONTRACTOR shall be properly staffed to provide drop-off services for each Occupant. In addition to CONTRACTOR staff, CONTRACTOR shall use drivers or Vehicles from other operations and other waste haulers.

Finally, in cases of a strike, CONTRACTOR shall work closely with a private security firm to guarantee a safe and consistent operation.

## 6. Identify Customers Requiring Priority Service

CONTRACTOR shall contact the elderly and disabled Occupants and shall use Reasonable Business Efforts to Collect putrescible Solid Waste from their residence.

#### D. Use of Goods, Services and Property

# 1. <u>Dumpsters and Cart Acquisition Contracts</u>

CONTRACTOR acknowledges that COUNTY must have full use and possession of Dumpsters and Carts to secure its rights under this Contract, including both the following:

- Providing substitute service in accordance with its remedies under Part 3 of Exhibit 5 for Breach or default, and
- Purchasing Dumpsters and Carts upon termination of this Contract.

Therefore, if CONTRACTOR does not own Dumpsters and Carts outright without encumbrance, any Dumpster and Cart Acquisition Contract shall allow the Guarantor, COUNTY or COUNTY designee, to do all the following:

- Assume CONTRACTOR's obligations under the Dumpster and Cart Acquisition Contract,
- Take use and possession of the Dumpsters and Carts, and
- Obtain the benefits of any outstanding Cart warranties.

"**Dumpsters and Cart Acquisition Contract**" means an instrument establishing a security interest in the Dumpsters and Carts or that otherwise

encumbers or limits CONTRACTOR's interest in Dumpsters and Carts, including any of the following:

- Lease or lease-purchase agreement,
- Installment sales or other financing contract, or
- Note or other loan documentation.

## 2. <u>Inventory</u>

CONTRACTOR shall store unused Dumpsters and Carts in a secure location. CONTRACTOR shall update its Dumpsters and Carts inventory at both following times:

- In each Monthly Report and Annual Report, and
- Within one week of COUNTY request

# 3. <u>Insurance</u>

If COUNTY or Customers have possession and use of Goods, Services and Property, CONTRACTOR shall execute whatever documentation its liability insurers require to ensure that COUNTY and Customers are protected and covered by CONTRACTOR's general and automobile policies, including requesting and executing endorsements to those policies. CONTRACTOR is not obligated to pay any additional cost of those endorsements unless COUNTY reimburses CONTRACTOR for those costs. COUNTY may pay for any endorsements, additional premiums or other costs. CONTRACTOR authorizes COUNTY to call and confer with CONTRACTOR's insurance broker to determine what, if any, documentation or actions are necessary to achieve protection satisfactory to COUNTY. Upon COUNTY REQUEST, CONTRACTOR shall direct its insurance broker to cooperate with and take direction from COUNTY. CONTRACTOR may not rescind that authorization without COUNTY consent.

# 4. <u>Vehicle Certification for FEMA</u>

CONTRACTOR shall cooperate with COUNTY to certify all Vehicles to be used for emergency work. CONTRACTOR shall not use non-certified Vehicles unless approved by Director.

# SECTION 12 - ENFORCEMENT OF CONTRACT

#### A. As Provided by Law

Either Party may avail itself of any remedy available under law.

## **B. COUNTY's Additional Remedies**

Without limiting COUNTY's remedies otherwise available under this CONTRACT in law or equity, at its option, COUNTY may enforce a Breach in any or all the following ways:

- Execute alternative CONTRACTs for MSW Management Services in the event of CONTRACTOR Default
- Seek to obtain injunctive relief and/or damages
- Assess damages under item D of this Exhibit
- With respect to a CONTRACTOR Default under Part 3B3 of Exhibit 5 (Failure to Provide Insurance, Bonds), immediately withhold payments due CONTRACTOR
- Draw on Performance Assurance / Letter of Credit under Section 15

## C. Injunctive Relief

CONTRACTOR acknowledges that COUNTY's remedy of damages for a Breach may be inadequate for reasons including the following:

- The urgency of timely, continuous, and high-quality Collection Services, including Collection, transportation, and/or transfer for Disposal of wastes which constitute a threat to public health;
- The long time and significant commitment of money and personnel and elected officials (both COUNTY staff and private consultants, including engineers, procurement counsel, citizens, public agency colleagues, and elected County officials) invested in this CONTRACT, including developing COUNTY's Option Analysis dated February 2001 and implementing its recommendations through numerous meetings of a Working Group comprised of Solid Waste industry representatives from small and large businesses, requesting and evaluating qualifications and proposals for this CONTRACT (including CONTRACTOR's), reviewing and commenting on documentation submitted by CONTRACTOR in conjunction with execution of this CONTRACT, and review of CONTRACTOR Documentation;
- The time and investment of personnel and elected officials described in the preceding paragraph to develop alternative Solid Waste services for the price provided under this CONTRACT, and to negotiate new contracts therefore; and

• COUNTY's reliance on CONTRACTOR's technical Solid Waste management expertise.

Consequently, COUNTY is entitled to all available equitable remedies, including injunctive relief.

### D. Recovery of Damages

### 1. <u>Compensatory</u>

COUNTY may seek compensatory damages, including, but not limited to the following:

- Amounts equal to any Franchise Fees, liquidated damages, or other amounts that CONTRACTOR has previously paid to COUNTY but are subsequently recovered from COUNTY by a trustee in bankruptcy as preferential payments or otherwise;
- If COUNTY terminates this CONTRACT for a CONTRACTOR Default or in the event of Criminal Activity in accordance with Part 3D2c of Exhibit 5, costs incurred by COUNTY to provide or reprocure MSW Management Services in lieu of Collection Services;
- If COUNTY terminates this CONTRACT before expiration for a CONTRACTOR Default or in the event of Criminal Activity in accordance with Part 3D2c of Exhibit 5, costs of MSW Management Services provided or reprocured in lieu of Collection Services more than Customer Service Rates for the balance of the Term remaining if this CONTRACT had not been terminated; and
- In the event of CONTRACTOR Default under Part 3B3 of Exhibit 5 (Failure to Provide Insurance, Bond), in COUNTY's sole discretion, obtain damages resulting from that Default.

COUNTY may draw upon the performance bond, letter of credit, certificate of deposit, or other form of performance assurance provided by CONTRACTOR in accordance with Section 15 to pay compensatory damages.

For CONTRACTOR's misrepresentation regarding contingent fees in Attachment 5-8H, in addition to terminating this CONTRACT, COUNTY may recover from CONTRACTOR the full amount of the proscribed commission, percentage, brokerage, or contingent fee.

### 2. <u>Liquidated Damages</u>

COUNTY may seek liquidated damages listed in Attachment 12-D2.

The Parties have set these liquidated damages in recognition of the following circumstances existing at the time of the formation of this CONTRACT:

- a. COUNTY incurred considerable time and expense procuring this CONTRACT to secure an improved level of Collection quality and increased Customer and Occupant satisfaction. Therefore, consistent and reliable Collection Services are of the utmost importance to COUNTY and Customers and Occupants.
- b. COUNTY has considered and relied on CONTRACTOR's representations as to its quality-of-service commitment in entering into this CONTRACT, and CONTRACTOR'S Breach represents a loss of bargain to COUNTY. CONTRACTOR is experienced in providing services like those described in Collection Services.
- Quantified standards of performance are necessary and appropriate C. to ensure quality, consistent, and reliable Collection, and if CONTRACTOR fails to meet its Performance Obligations, COUNTY will suffer damages (including its Customers and Occupants' inconvenience; anxiety, frustration, potential political pressure, criticism, and complaint by Customers and Occupants; lost Supervisors and staff time; deprivation of the benefits of this CONTRACT and loss of bargain) in subjective ways and in varying degrees of intensity that are incapable of measurement in precise monetary terms, and that it is and will be impracticable and extremely difficult to ascertain and determine the value thereof. It would be difficult for COUNTY prove its loss to resulting from CONTRACTOR's Breaches and nonperformance or untimely, negligent, or inadequate performance of County Services.
- d. The CONTRACT contains a reasonable statement of Collection Services in order that the Parties will realize their expectations. COUNTY expects that CONTRACTOR shall perform Collection Services with due care in a workmanlike, competent, timely, and cost-efficient manner. CONTRACTOR expects to realize a profit by performing Collection Services in accordance with the terms and conditions of the CONTRACT for County Service Fees.
- e. In addition, in the event of Breach or CONTRACTOR Default, urgency of protecting public health and safety may necessitate that COUNTY enter into emergency or short-term arrangements for services without competitive procurement at prices substantially greater than under this CONTRACT, and the monetary loss resulting there from is impossible to precisely quantify. Time is of the essence.

- *f.* The CONTRACTOR accepts COUNTY's assessment of liquidated damages for certain Breaches as part of the consideration CONTRACTOR offers to COUNTY for the award of this CONTRACT to CONTRACTOR.
- *g.* Lastly, termination of this CONTRACT for CONTRACTOR Default and other remedies provided in this CONTRACT are, at best, a means of future correction and not remedies that make COUNTY whole for past Breaches and CONTRACTOR Defaults.

Therefore, the Parties agree that the liquidated damages listed in Exhibit 12-D2 represent a reasonable estimate and fair approximation of the amount of damages COUNTY would incur as a consequence of CONTRACTOR's Breach corresponding to each item of specified liquidated damages, considering all the circumstances existing on the date of this CONTRACT, including the relationship of the sums to the range of harm to COUNTY that reasonably could be anticipated and anticipation that proof of actual damages would be costly or inconvenient.

In signing this CONTRACT, each Party specifically confirms the following:

- The accuracy of the statements made above, and
- The fact that each Party had many opportunities to consult with legal counsel and obtain an explanation of this liquidated damage provision at the time that this CONTRACT was made.

# E. County's Reimbursement Costs

CONTRACTOR shall pay COUNTY promptly upon request, COUNTY's Reimbursement Costs of conducting a nonroutine investigation of any alleged Breach, when appropriate in judgment of Director. CONTRACTOR shall reimburse COUNTY for COUNTY's Reimbursement Costs incurred because of CONTRACTOR's Breach, including failure to maintain insurance.

### F. Waiver

No waiver by COUNTY of any Breach of any provision of this CONTRACT constitutes a waiver of any other Breach of that provision. Failure of COUNTY to enforce at any time, or from time to time, any provision of this CONTRACT will not be construed as a waiver thereof. The rights and remedies set forth in this item F are exclusive and are in addition to any other rights and remedies provided by law or under this CONTRACT.

### SECTION 13 - UNPERMITTED WASTE SCREENING AND REPORTING

### A. Protocol

CONTRACTOR shall develop and implement the Unpermitted Waste Screening Protocol in compliance with Applicable Law and including the following provisions:

- Ongoing employee training in identification, safety and notification procedures, including leaving Non-Collection Notices, when safe;
- Means of driver inspection, such as visual inspection during tipping of Carts into Vehicles;
- Immediate driver response, such as load segregation;
- Driver notification, such as calling CONTRACTOR's dispatcher or field supervisor;
- Notification of appropriate local agency or department;
- Appropriate action, such as segregation and containerization for manifesting and transport for Disposal in accordance with Applicable Law or securing services of permitted handling and transport company;
- Compliance with Applicable Law, including regulations of the United States Department of Transportation (DOT) (Title 49 CFR) and of the United States Environmental Protection Agency (Title 40 CFR); and
- Labels on Containers, described in item D of this Section.

### B. Prohibition on Collection

CONTRACTOR shall not Collect any Unpermitted Waste that it finds in Refuse, Recyclables, or Organic Waste unless it is licensed under Applicable Law. If CONTRACTOR finds Unpermitted Waste it shall notify all Persons in compliance with Applicable Law.

### C. Notice to Director

If CONTRACTOR sees anything that it reasonably believes or suspects may be Unpermitted Waste on any public property in COUNTY, CONTRACTOR shall immediately notify Director and all Persons in compliance with Applicable Law. Public property includes storm drains, streets, and other public rights of way.

### D. Labels

CONTRACTOR shall conspicuously label Containers with embossing or other secure means prohibiting Customers from discarding Unpermitted Waste. CONTRACTOR shall submit the label and text for Director approval prior to placing any purchase order for Containers. Item C3 of Exhibit 3A1 contains additional Container requirements.

### SECTION 14 - EXECUTION OF CONTRACT

### A. Execution in Counterparts

This CONTRACT, including dated signatures on amended Exhibits and attachments to those Exhibits, may be signed by the parties hereto in any number of original separate counterparts, including both counterparts that are executed on paper and counterparts that are in the form of electronic signatures. Electronic signatures include facsimile or e-mail electronic signatures. Each executed counterpart shall be deemed an original. All counterparts, taken together, constitute the executed CONTRACT.

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 CONTRACT 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 CONTRACT sianed had been delivered had been usina handwritten а signature. CONTRACTOR and COUNTY (i) agree that an electronic signature, whether digital or encrypted, of a party to this CONTRACT 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 reply on such signatures, and (iv) hereby waive any defenses to the enforcement of the terms of this CONTRACT based on the foregoing forms of signature. If this CONTRACT 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.

### B. Authority to Execute

COUNTY warrants that the individual signing this CONTRACT has been duly authorized by COUNTY to sign this CONTRACT on behalf of COUNTY and has the full right, power, and authority to bind COUNTY to this CONTRACT. CONTRACTOR warrants that the individual signing this CONTRACT below has been duly authorized by CONTRACTOR to sign this CONTRACT on behalf of CONTRACTOR and has the full right, power, and authority to bind CONTRACTOR to this CONTRACT.

### SECTION 15 - PERFORMANCE ASSURANCE

### A. Performance Bonds, Other Security

CONTRACTOR shall secure and maintain throughout the Term and until CONTRACTOR has complied with all is obligations that survive the Expiration Date a faithful performance bond, approved by COUNTY. The performance bond must be in a form satisfactory to COUNTY or, at COUNTY's sole and absolute discretion, any alternative security acceptable to Director, including cash, certified check payable to COUNTY, certificate of deposit, or letter of credit (together, "**Performance Assurance**"), in the amount not less than \$50,000.

The Performance Assurance secures full and timely satisfaction of Performance Obligations for Collection Services.

CONTRACTOR shall provide a Performance Assurance in the amount listed in the table below for the period beginning on the Execution Date and ending on the last day of the first Contract Year.

Service Area	Amount of Performance Assurance
Applies to all 8 Service Areas	\$50,000

Beginning on the first day of the next Contract Year, and in all subsequent Contract Years, that amount must be not less than the sum of:

- + 15 percent of CONTRACTOR's Gross Receipts from Collection Services
- 110 percent of any Franchise Fees paid by CONTRACTOR during the first six months of the prior Contract Year;
- + 110 percent of any liquidated damages assessed CONTRACTOR by COUNTY during the first six months of the prior Contract Year; and
- Up to \$50,000, at the discretion of Director;
- = SUM OF PERFORMANCE ASSURANCE (\$50,000 MINIMUM)

A performance bond must be payable to COUNTY and executed by a corporate surety licensed to transact business (admitted) as a surety in the State of California. The corporate surety must have an A.M. Best Rating of not less than A:VII, unless otherwise approved by Director. The form of performance bond may not allow the bond surety to substitute another Person to perform Collection Services but must provide for payment of moneys to COUNTY to; (1) secure substitute Collection Services; (2) remedy damages incurred by COUNTY, including reasonable expenses, attorney's fees, and liquidated and compensatory damages; (3) ensure satisfaction of all Performance Obligations, including payment of Franchise Fees; and, (4) repay any money recovered from COUNTY in any bankruptcy or similar proceedings relating to CONTRACTOR. The performance bond must be conditioned on faithful performance by CONTRACTOR

of all the terms and conditions of this CONTRACT, including payment of Franchise Fees and any liquidated damages.

Each Performance Assurance must be renewed to provide for continuing liability in the above amount notwithstanding any payment or recovery thereon. At least 30 days prior to the Execution Date and 30 days prior to any renewal of the Performance Assurance, CONTRACTOR shall deliver the Performance Assurance to Director.

Director may verify the accuracy and authenticity of the Performance Assurance submitted.

### **B.** Further Assurances

In addition to all other rights and remedies it may have, within five days of County request CONTRACTOR will provide reasonable assurances that it can timely and fully meet its obligations under this CONTRACT in any or all of in the following events:

### 1. <u>Labor</u>

CONTRACTOR is the subject of any labor unrest (including work stoppage or slowdown, sick-out, picketing and other concerted job actions).

### 2. <u>Tipping Fees</u>

CONTRACTOR does not pay an identified Solid Waste Facility for services.

### 3. <u>Employee Wages</u>

CONTRACTOR does not pay wages to its employees, provide workers' compensation insurance required by law, or pay employment–related taxes or fees.

### 4. <u>County</u>

CONTRACTOR does not pay COUNTY any amount that COUNTY has charged CONTRACTOR.

### 5. <u>Meet Obligation</u>

In the COUNTY's judgment, the occurrence of either of the following events jeopardizes CONTRACTOR's ability to timely and fully meet its obligations under this CONTRACT:

- CONTRACTOR does not regularly pay its bills when due, or
- The entering of any judgment against CONTRACTOR or any Guarantor with respect to Criminal Conduct by CONTRACTOR or Guarantor.

"Assurance of Performance" means any or all of the following actions, as COUNTY requests:

- Reduction or elimination of insurance deductibles or self-insured retention,
- Providing or increasing the size of a letter of credit, or
- Providing an additional performance bond, certificate of deposit or other instrument.

# SECTION 16 - CONTRACT SERVICE AREA INFORMATION

CONTRACTOR is to use and follow the information below provided by Director.

- A. Maps
  - 1. Map of Exclusive Commercial Franchise Service Areas
- **B.** Service Areas Data Information
  - 1. <u>Exclusive Commercial Franchise Service Areas Data</u>
- C. Outreach
  - 1. Public Education and Outreach Guidelines

# SECTION 17 - CONTRACTOR DOCUMENTATION

### A. CONTRACTOR's Compliance with CONTRACTOR Documentation

CONTRACTOR shall provide Collection Services in compliance with the CONTRACTOR Documentation attached as Exhibit 17.

### **B.** Changes in CONTRACTOR Documentation

### 1. <u>Notice to Director</u>

CONTRACTOR shall give Director prompt Notice of any changes in CONTRACTOR Documentation listed in item A of Exhibit 17 Contractor Documentation, after the Execution Date. CONTRACTOR shall follow Notice procedure in Part 9F of Exhibit 5. Director's receipt of those changes will be evidenced by the following acknowledgment, appended in substantially this form to the changed CONTRACTOR Documentation:

From: Director Designee
Sent: Tuesday, May 09, 2017 4:55 PM
To: waste hauler
Cc: Business Relations and Contracts Division
Subject: Service Area Name - Acknowledgement of Notice

Acknowledgment: CONTRACTOR has submitted the attached CONTRACTOR Documentation.

Director Designee Senior Civil Engineer Los Angeles County Public Works Office: 626-458-3573

### 2. Director Approval

CONTRACTOR shall submit to Director for review and approval any changes in CONTRACTOR Documentation listed in item B of Exhibit 17 Contractor Documentation, after the Execution Date. CONTRACTOR shall follow Notice procedure in Part 5F of Exhibit 5. Director's approval will be evidenced by the following acknowledgment, appended in substantially the following form to the changed CONTRACTOR Documentation:

From: Director Designee
Sent: Tuesday, May 09, 2017 4:55 PM
To: waste hauler
Cc: Business Relations and Contracts Division
Subject: Service Area Name - Acknowledgement of Approval

Acknowledgment: I have reviewed and approved the attached CONTRACTOR Documentation

Director Designee Senior Civil Engineer Los Angeles County Public Works Office: 626-458-3573 IN WITNESS WHEREOF, COUNTY has by order of its Board of Supervisors caused this CONTRACT to be signed by Director, and CONTRACTOR has caused this CONTRACT to be signed by its duly authorized officers, as of the date first written above.

COUNTY OF LOS ANGELES

Ву \_\_\_\_\_

Director of Public Works

APPROVED AS TO FORM:

DAWYN R. HARRISON Acting County Counsel

Ву\_\_\_\_\_

Deputy

[NAME OF CONTRACTOR]

Ву \_\_\_

President

Type or Print Name

Secretary

Type or Print Name

P:\aepub\Service Contracts\CONTRACT\David\FRANCHISE-COMMERCIAL\2020-2021\Exclusive Commercial Franchise\RFP\07 Exclusive Commercial Franchise Sample Contract 11\_09\_21 (Final) Clean Draft.docx

# **Enclosure B**

			JELECTE		-	-		
	Small-Sized Business Category Proposer Name	Local SBE	SBE	Minority	Women	Disadvantaged	DisabledVet	LGBTQQ
1	None	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	Medium-Sized Business							
	Category Proposer Name							
2	American Reclamation, Inc.	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	Large-Sized Business							
	Category Proposer Name							
3	Valley Vista Services, Inc.	N/A	N/A	N/A	N/A	N/A	N/A	N/A
4	Ware Disposal, Inc.	N/A	N/A	N/A	Yes	N/A	N/A	N/A
5	USA Waste of California, Inc. dba Waste Management	N/A	N/A	N/A	N/A	N/A	N/A	N/A
6	GI Industries	N/A	N/A	N/A	N/A	N/A	N/A	N/A
			NON-SELEC	TED FIRMS	-	-		
	Small-Sized Business	Local SBE	SBE	Minority	Women	Disadvantaged	DisabledVet	LGBTQQ
	Category Proposer Name	LOCATOBE	OBE	Willonity	Women	Disadvantaged	Disabledvet	LODIQQ
_	Robert M. Arsenian dba							
7	Southland Disposal	N/A	Yes	N/A	N/A	N/A	N/A	N/A
_	Company Medium-Sized Business							
	Category Proposer Name	Local SBE	SBE	Minority	Women	Disadvantaged	DisabledVet	LGBTQQ
	Waste & Recycling Services,							
8	Inc.	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	Large-Sized Business	Local SBE	SBE	Minority	Women	Disadvantaged	DisabledVet	LGBTQQ
	Category Proposer Name	LOCALOBE	JDL	wittonity	women	Disauvantageu	Disableuver	LODIQQ
9	Arakelian Enterprises, Inc.	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	dba Athens Services							
10	Burrtec Waste Industries, Inc.	N/A	N/A	N/A	N/A	N/A	N/A	N/A
11	CR&R, Inc.	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	NASA Services, Inc.	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	Waste Management							
13	Collection & Recycling, Inc.	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	dba Waste Management							
	Consolidated Disposal							
14	Service, LLC, dba Republic	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	Services							

SELECTED FIRMS

### ENCLOSURE B

### PROPOSERS' UTILIZATION PARTICIPATION AND COMMUNITY BUSINESS ENTERPRISE PROGRAM INFORMATION FOR EXCLUSIVE COMMERCIAL FRANCHISE SERVICES (BRC0000246)

Universal Waste Systems, N/A N/A	. N/A N/	I/A N/A N/A	N/A
----------------------------------	----------	-------------	-----

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

FIRM INFORMATION*	American Reclamation, Inc.	Arakelian Enterprises, Inc. dba Athens Services	Burrtec Waste Industries, Inc.	CR&R	GI Industries	NASA Services, Inc.
BUSINESS STRUCTURE	Corporation	Corporation	Corporation	Corporation	Corporation	Corporation

CUL	TURAL/ETHNIC COMPOSITION			NUMBER/% O	FOWNERSHIP		
٢S	Black/African American	0	0	0	0	0	0
NEI	Hispanic/Latino	0	0	0	0	0	0
OWNERS/PARTNERS	Asian or Pacific Islander	0	0	0	0	0	0
ΡA	American Indian	0	0	0	0	0	0
RS/	Filipino	0	0	0	0	0	0
NE	White	2/100%	5/99%	2/50%	3/100%	0	3
мо	Female (included above)	0/0%	1/1%	1/50%	1/0%	0	1
				NUM	IBER		
	Black/African American	0	6	2	2	0	0
К	Hispanic/Latino	2	82	44	32	10	2
ЭE	Asian or Pacific Islander	0	9	2	6	1	1
MANAGE	American Indian	0	0	0	2	0	0
AN	Filipino	0	8	0	0	0	0
Σ	White	3	53	33	50	3	2
	Female (included above)	2	42	27	22	4	1
	Black/African American	4	42	27	10	1	0
	Hispanic/Latino	25	1,394	716	1,137	170	99
ш	Asian or Pacific Islander	2	3	9	20	0	0
AFF	American Indian	0	0	1	3	0	0
ST	Filipino	0	17	0	0	0	0
	White	3	105	71	158	14	6
	Female (included above)	8	186	117	127	5	9
Tota	I No. of Employees	39	1,719	905	1,420	199	110
<u></u>							
COL	INTY CERTIFICATION	N/A	N/A	N/A	N/A	N/A	N/A

LSBE	N/A	N/A	N/A	N/A	N/A	N/A
OTHER CERTIFYING AGENCY	N/A	N/A	N/A	N/A	N/A	N/A

\*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.

	FIRM INFORMATION*	Consolidated Disposal Serivce, LLC, dba Republic Services	Robert M. Arsenian dba Southland Disposal Company	Universal Waste Systems, Inc.	USA Waste of California, Inc. dba Waste Management	Valley Vista Services, Inc.	Ware Disposal, Inc.
BUS	INESS STRUCTURE	Corporation	Sole Proprietor	Corporation	Corporation	Corporation	Corporation
						Corporation	Corporation
CUL	TURAL/ETHNIC COMPOSITION			NUMBER/% O	FOWNERSHIP		
Ψ	Black/African American	0	0	0	0	0	0
OWNERS/PARTNE	Hispanic/Latino	0	0	0	0	2/100%	0
A I	Asian or Pacific Islander	0	0	0	0	0	0
SF	American Indian	0	0	0	0	0	0
БR	Filipino	0	0	0	0	0	0
Ž	White	0	1/100%	6/80%	0	0	2/100%
õ	Female (included above)	0	0	2/20%	0	2/100%	1/51%
				NUN	IBER		
	Black/African American	10	0	0	1	0	1
2	Hispanic/Latino	37	4	11	10	8	7
Э	Asian or Pacific Islander	5	0	0	1	1	2
Ă	American Indian	0	0	0	0	0	0
MANA	Filipino	2	0	1	0	0	0
2	White	10	3	22	4	0	4
	Female (included above)	21	1	7	2	3	2
	Black/African American	56	0	6	20	1	0
	Hispanic/Latino	698	12	252	196	203	163
Ë	Asian or Pacific Islander	12	0	4	1	2	2
STAFF	American Indian	2	0	2	0	0	0
ŝ	Filipino	6	0	1	0	1	0
	White	16	0	55	20	4	2
	Female (included above)	92	3	53	7	45	15

Total No. of Employees	854	19	354	253	220	181
COUNTY CERTIFICATION						
CBE	N/A	N/A	N/A	N/A	N/A	N/A
LSBE	N/A	N/A	N/A	N/A	N/A	N/A
OTHER CERTIFYING AGENCY	N/A	N/A	N/A	N/A	N/A	Women's Business Enterprise Council Wes
Information provided by proposers in res	oonse to the Request	for Proposal. On fina	l analysis and consid	deration of award, ver	ndors were selecte	d without regard to
Information provided by proposers in resprace, creed, gender, or color.	Waste And Recycling Services, Inc.	for Proposal. On fina Waste Management Collection & Recycling, Inc. dba Waste Management	l analysis and consid	deration of award, ver	ndors were selecte	d without regard to

CUL	TURAL/ETHNIC COMPOSITION			NUMBER/% OF OWNERSHIP
ΨN	Black/African American	0	0	
Ē	Hispanic/Latino	0	0	
S/PARTNE	Asian or Pacific Islander	0	0	
	American Indian	0	0	
OWNER	Filipino	0	0	
ş	White	1/100%	0	
S S	Female (included above)	0/0%	0	
				NUMBER
	Black/African American	0	0	
~	Hispanic/Latino	4	7	
GER	Asian or Pacific Islander	0	1	
Ĭ	American Indian	0	0	
MANA	Filipino	0	0	
Σ	White	0	1	
	Female (included above)	2	2	
	Black/African American	0	4	
	Hispanic/Latino	22	98	
LL.	Asian or Pacific Islander	0	0	

	American Indian	0	0		
ST	Filipino	0	0		
	White	0	0		
	Female (included above)	2	1		
Tota	I No. of Employees	26	111		
5					
5	INTY CERTIFICATION				
COU	CBE	N/A	N/A		
COU		N/A N/A	N/A N/A		
COU	CBE	-			

\*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.

# **Enclosure** C

🚯 🥪		Los Angel	les County Solicita	ations (/LACoBids/)
Â	Home (/LACo	Bids/)		
0	Solicitation	n Detail		Powered by ISD   <u>Contact Us</u>
-	Solicitation Number:	PW-BRCD065		
т	Title:	Exclusive Commercial Franchise Se	rvices (BRC0000246)	
C	Department:	Public Works		
B	Bid Type:	Service	Bid Amount:	\$50,000,000.00
c	Commodity:	GARBAGE/TRASH REMOVAL AND	D DISPOSAL SERVICE	
C	Description:	PLEASE TAKE NOTICE that Public	Works requests proposals for Exclusiv	e Commercial Franchise Services (BRC0000246) co More
c	Open Day:	11/10/2021	Close Date:	1/10/2022 5:30:00 PM
	Contact Name:	David Pang	Contact Phone:	(626) 458-7167
	Contact Email:	dpang@dpw.lacounty.gov		
C	.ast Changed Dn:	11/10/2021 1:36:04 PM		
	Attachment File (1) :	• Click here to download att	achment files.	

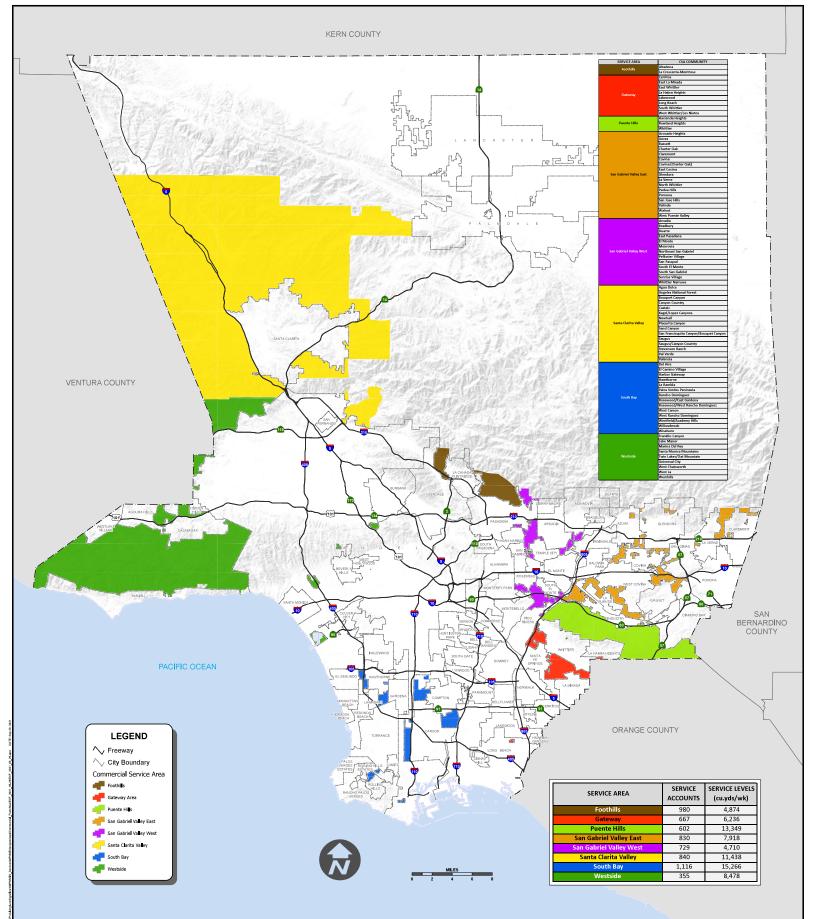


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# **Enclosure D**



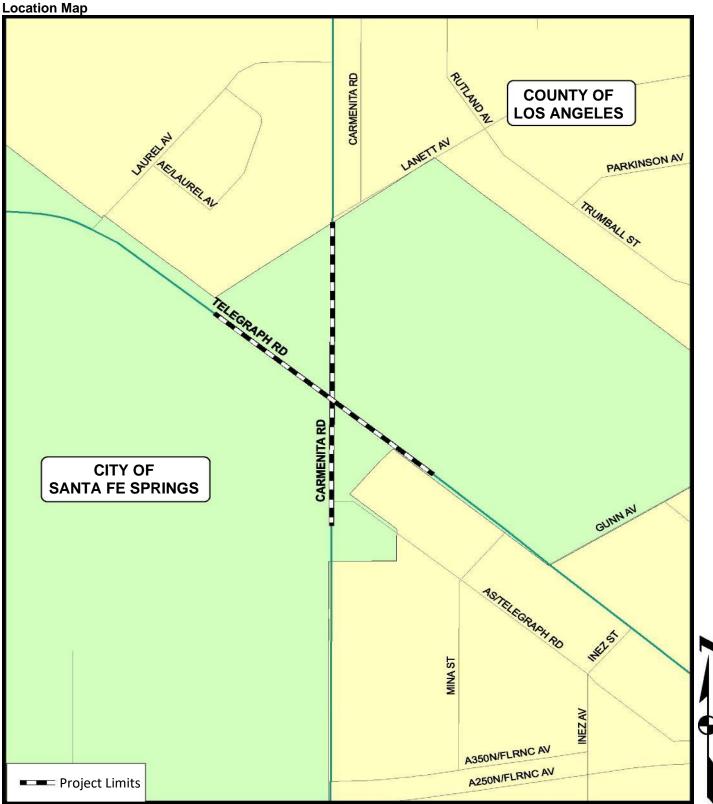




# BOARD LETTER/MEMO CLUSTER FACT SHEET

⊠ Board Letter		Board Memo	□ Other
CLUSTER AGENDA REVIEW DATE	7/20/2022		
BOARD MEETING DATE	8/2/2022		
SUPERVISORIAL DISTRICT AFFECTED	All 1 <sup>st</sup>	2 <sup>nd</sup> 3 <sup>rd</sup> 4 <sup>th</sup> 5 <sup>th</sup>	
DEPARTMENT(S)	Public Works		
SUBJECT	Carmenita Road and Te	legraph Road Intersection Improvement	s Project
PROGRAM	N/A		
AUTHORIZES DELEGATED AUTHORITY TO DEPT	🛛 Yes 🗌 No		
SOLE SOURCE CONTRACT	🗌 Yes 🛛 No		
	If Yes, please explain w N/A	hy:	
DEADLINES/ TIME CONSTRAINTS	N/A		
COST & FUNDING	Total cost: \$3,100,000	Funding source: Proposition C Local F	Return Fund
	TERMS (if applicable): N/A		
	Explanation: N/A		
PURPOSE OF REQUEST	Board approval to proce Road Intersection Impro	ure a construction contract for Carmenit ovements Project.	a Road and Telegraph
BACKGROUND (include internal/external issues that may exist including any related motions)	County Metropolitan Tra provided sufficient fundi	ntersection improvements identified and ansportation Authority. An Amended Find ng for the construction was executed on	unding Agreement that
EQUITY INDEX OR LENS WAS UTILIZED	│		
		5	
SUPPORTS ONE OF THE	🛛 Yes 🗌 No		
NINE BOARD PRIORITIES	Board Priority 7, Susta	ch one(s) and explain how: inability. This project goes towards ma fig flow through this interpretion	aking the County more
DEPARTMENTAL	Name, Title, Phone # &	fic flow through this intersection.	
CONTACTS	Steve Burger, Dep sburger@pw.lacounty.g	uty Director, (626) 458-4018, c	ell (626) 476-9847

# CARMENITA ROAD AND TELEGRAPH ROAD INTERSECTION IMPROVEMENTS



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



# **COUNTY OF LOS ANGELES**

# **DEPARTMENT OF PUBLIC WORKS**

"To Enrich Lives Through Effective and Caring Service"

MARK PESTRELLA, Director

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: PMIII-1

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:** 

### CONSTRUCTION CONTRACT TRANSPORTATION CORE SERVICE AREA DELEGATE AUTHORITY TO ADOPT, ADVERTISE, AND AWARD CARMENITA ROAD AND TELEGRAPH ROAD INTERSECTION IMPROVEMENTS PROJECT ID NO. RDC0016001 IN THE CITY OF SANTA FE SPRINGS AND IN THE UNINCORPORATED COMMUNITY OF SOUTH WHITTIER (SUPERVISORIAL DISTRICT 4) (3 VOTES)

### **SUBJECT**

Public Works is seeking Board approval for the accelerated delivery of the Carmenita Road and Telegraph Road Intersection Improvements Project in the City of Santa Fe Springs and in the unincorporated community of South Whittier, including the delegation of authority to the Director of Public Works or his designee to adopt the plans and specifications; advertise for bids; award and execute a construction contract with the responsible contractor with the lowest responsive bid; and implement certain responsibilities to carry out the project.

### IT IS RECOMMENDED THAT THE BOARD:

- 1. Find that the proposed project is exempt from the provisions of the California Environmental Quality Act for the reasons stated in this Board letter and in the record of the project.
- 2. Approve the project and delegate authority to the Director of Public Works or his designee to adopt the plans and specifications and advertise for bids at an estimated construction contract cost between \$1,400,000 and \$2,100,000 for the Carmenita Road and Telegraph Road Intersection Improvements Project.
- 3. Delegate authority to the Director of Public Works or his designee to instruct the Executive Officer of the Board of Supervisors to advertise for bids in accordance with the Instruction Sheet for Publishing Legal Advertisement with the Notice Inviting Bids when ready to advertise this project.
- 4. Delegate authority to the Director of Public Works or his designee to determine whether the bid of the apparent responsible contractor with the lowest apparent responsive bid is, in fact, responsive and, if not responsive, to determine which apparent responsible contractor submitted the lowest responsive bid.
- 5. Delegate authority to the Director of Public Works or his designee to award and execute a construction contract for the Carmenita Road and Telegraph Road Intersection Improvements Project with the responsible contractor with the lowest responsive bid within or less than the estimated cost range of \$1,400,000 and \$2,100,000 or that exceeds the estimated cost range by no more than 15 percent if additional and appropriate funds have been identified.
- 6. Delegate to the Director of Public Works or his designee the following authority in connection with this contract: (1) extend the date and time for the receipt of bids consistent with the requirements of State Public Contract Code, Section 4104.5; (2) allow substitution of subcontractors and relief of bidders upon demonstration of the grounds set forth in State Public Contract Code, Sections 4100 et seq. and 5100 et seq., respectively; (3) approve and execute change orders within the same monetary limits delegated to the Director of Public Works or his designee under Section 2.18.050 of the Los Angeles County Code; (4) accept the project upon its final completion; and (5) release retention money withheld consistent with the requirements of State Public Contract Code, Sections 7107 and 9203.

### PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommended actions will find that the project is exempt from the California Environmental Quality Act (CEQA) and allow Public Works to carry out the accelerated delivery by delegating authority to the Director of Public Works or his designee to adopt the plans and specifications, advertise for bids, award and execute a construction contract with the responsible contractor with the lowest responsive bid, and implement certain responsibilities to carry out the project.

The project will increase the existing left-turn storage capacity on Telegraph Road, reconstruct roadway pavement, and restripe Carmenita Road to add an additional northbound through lane in the City of Santa Fe Springs and in the unincorporated community of South Whittier (see Enclosure).

This project is one of the projects on the list of the Gateway Cities State Route-91/I-605/I-405 Congestion Hotspots that proposed to improve 33 intersections to relieve congestion at various access points along the I-605 Freeway. The Measure R funded I-605 Congestion "Hot Spots" feasibility analysis identified these 33 intersections as locations of major traffic congestion. The proposed intersection improvements will address the increase of traffic near the I-605 Freeway on- and off-ramps.

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

Delegating to the Director of Public Works or his designee the authority to adopt the plans and specifications will allow Public Works to deliver the project in an expedited manner as advertising documents are finalized. By doing so, we will be better able to complete the project timely without jeopardizing grant funding.

### Implementation of Strategic Plan Goals

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

### FISCAL IMPACT/FINANCING

There will be no impact to the County General Fund.

The estimated construction contract cost to complete this project is in the range of \$1,400,000 to \$2,100,000. The total project is estimated to be \$3,100,000. In addition to the construction contract, the total project cost includes the preparation of plans and specifications, consultant services, survey, environmental clearance, right-of-way and utility clearances, inspection, contract administration, change order contingency, and other County services.

A portion of this project is within the City of Santa Fe Springs. The County and the City jurisdictional shares of the project cost are estimated to be \$270,000 and \$2,830,000, respectively. This project will be administered under the Measure R Highway Subregional Program covered by Agreement MR315.23 with the Los Angeles County Metropolitan Transportation Authority. Under this program, local transportation funds allocated to this project in the amount of \$3,100,000 are used to fund the total project cost.

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

# FACTS AND PROVISIONS/LEGAL REQUIREMENTS

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

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

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

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

### **ENVIRONMENTAL DOCUMENTATION**

The proposed project is exempt from CEQA. The project includes restriping to relieve traffic congestion and is, therefore, exempt from CEQA pursuant to Section 15282 (j) of State CEQA Guidelines and Section 21080.19 of the Public Resources Code. In addition,

the road reconstruction and median beautification is within a class of projects that have been determined not to have a significant effect on the environment and that meets the criteria set forth in Section 15301 (c) and (f) of the State CEQA Guidelines and Class 1 (i) and (x) Subsections 4, 10, 13, 14, and 22 of the County's Environmental Reporting Procedures and Guidelines, Appendix G. In addition, based on the proposed project records, it will comply with all applicable regulations, and there are no cumulative impacts, unusual circumstances, damage to scenic highways, listing on hazardous waste site lists compiled pursuant to Government Code, Section 65962.5, or indications that it may cause a substantial adverse change in the significance of a historical resource that would make the exemption inapplicable.

# **CONTRACTING PROCESS**

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

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

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

### http://pw.lacounty.gov/general/contracts/opportunities

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

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

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

When the project is completed, it will have a positive impact by improving the flow of traffic through this intersection and reducing traffic congestion caused by the proximity of the I-605 Freeway on- and off-ramps.

### **CONCLUSION**

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

Respectfully submitted,

MARK PESTRELLA, PE Director of Public Works

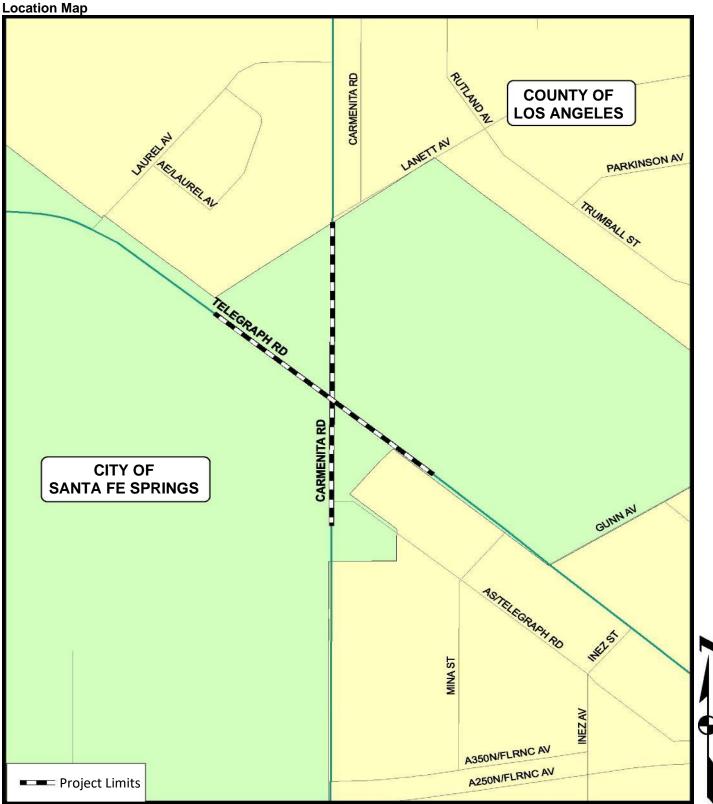
MP:RLG:cv

Enclosure

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

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# CARMENITA ROAD AND TELEGRAPH ROAD INTERSECTION IMPROVEMENTS



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

# BOARD LETTER/MEMO CLUSTER FACT SHEET

⊠ Board Letter	□ E	Board Memo	☐ Other		
	7/20/2022				
REVIEW DATE BOARD MEETING DATE	8/2/2022				
SUPERVISORIAL DISTRICT AFFECTED	All 1 <sup>st</sup>	2 <sup>nd</sup> 3 <sup>rd</sup> 4 <sup>th</sup> 5 <sup>th</sup>			
DEPARTMENT(S)	Public Works				
SUBJECT	On-Call Labor Compliar	nce Consultant Services For Federally F	unded Projects		
PROGRAM	N/A				
AUTHORIZES DELEGATED AUTHORITY TO DEPT	🗌 Yes 🛛 No				
SOLE SOURCE CONTRACT	🗌 Yes 🛛 No				
	If Yes, please explain w	hy: N/A			
DEADLINES/ TIME CONSTRAINTS	Current on-call contract	s expire on November 5, 2022.			
COST & FUNDING	Total cost: \$2,500,000	Funding source: Various			
	TERMS (if applicable): Three years with two 1-year renewal options.				
	Explanation: Each consultant services agreement is for a not-to-exceed aggregate total of \$2,500,000. Funding for the services is included in various Public Works funds in the Fiscal Year 2022-23 Budget. Funding to finance future contract years will be requested through the annual budget process.				
PURPOSE OF REQUEST	Public Works is seeki Public Works to execute	ng Board approval to award and au and implement two consultant service various Los Angeles County construction	es agreements for labor		
BACKGROUND (include internal/external issues that may exist including any related motions)	The consultant services agreements will allow Public Works to provide labor compliance services to ensure adherence to all pertinent Federal, State, and local laws and regulations, applicable administrative regulations, and the terms and conditions of contracts in accordance with the Federal Department of Labor and State Department of Industrial Relations' regulations. Each agreement will be for a 3-year term with a 1-year renewal option.				
	On September 30, 2021, Public Works issued a Request for Proposals for On-Call Labor Compliance Consultant Services. Based on the review and evaluation of the proposals, the evaluation committee recommended GCAPS Services, Inc., and PPM Group, Inc., to perform these services. Public Works has determined the proposed rates for performing the services are reasonable.				
EQUITY INDEX OR LENS WAS UTILIZED	"Do Business with P Small Businesses regis Services and advertise Public Works follows	citation, Public Works notifies over 25	orks also notifies all Aging and Community ch Supervisorial District.		

SUPPORTS ONE OF THE	Yes No
NINE BOARD PRIORITIES	If Yes, please state which one(s) and explain how: Board Priority No. 9,
	Poverty Alleviation by ensuring that contracts are compliant with all labor laws including
	prevailing wages paid to workers.
DEPARTMENTAL	Name, Title, Phone # & Email:
CONTACTS	Vincent Yu, Deputy Director, (626) 458-4010, cell (626) 614-7217 <u>vyu@pw.lacounty.gov</u>



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

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

**Dear Supervisors:** 

### CONSTRUCTION-RELATED CONTRACTS CONSTRUCTION MANAGEMENT CORE SERVICE AREA AWARD CONSULTANT SERVICES AGREEMENT ON-CALL LABOR COMPLIANCE CONSULTANT SERVICES FOR FEDERALLY FUNDED PROJECTS (ALL SUPERVISORIAL DISTRICTS) (3 VOTES)

# **SUBJECT**

Public Works is seeking Board approval to award two consultant services agreements to GCAP Services, Inc., and PPM Group, Inc., for On-Call Labor Compliance Consultant Services for Federally Funded Projects throughout Los Angeles County.

# 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.
- 2. Award and authorize the Director of Public Works or his designee to execute contracts with GCAP Services, Inc., and PPM Group, Inc., for the On-Call Labor Compliance Consultant Services for Federally Funded Projects throughout Los Angeles County. The contracts will commence upon execution by the County with an initial 3-year term with two 1-year extension options for a total contract term of five years for each contract. The maximum aggregate contract sum is \$2,500,000 for the 5-year term.

3. Delegate authority to the Director of Public Works or his designee to extend one or both contracts for up to two 1-year extension periods based upon project demands and level of satisfaction with services provided.

### PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The recommended consultant services agreements will augment Public Works' staff and expertise to rapidly provide on-call labor compliance services on various general and deferred maintenance projects, including infrastructure improvement projects located throughout the Los Angeles County and contract cities. The services will provide on-call labor compliance consultant services for Federally funded projects. These projects include construction impact mitigation, construction engineering support, electrical and welding inspection, technical support, and clerical staff to be utilized in support of Public Works administered road, bridge, traffic signal, flood control, landscaping, water, sewer, and aviation construction projects.

### Implementation of Strategic Plan Goals

These recommendations support the County Strategic Plan: Strategy III.3, Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability, Objective III.3.2, Manage and Maximize County Assets. The two consultants have the specialized expertise to provide these services accurately, efficiently, timely, and in a responsive manner that supports Public Works' delivery of projects.

### **FISCAL IMPACT/FINANCING**

The total aggregate not-to-exceed contract amount is \$2,500,000 for the initial 3-year term and two 1-year extension options for a total maximum contract term of five years.

Funding for these services have been requested in various Public Works Fiscal Year 2022-23 Fund Budgets, primarily in Road Fund (B03 - Capital Assets - Infrastructure and Services and Supplies) and Flood Control District Fund (B07 - Capital Assets - Infrastructure). Funding to finance future contract years will be requested through the annual budget process. When the need arises for service under these contracts, financing will be made from the appropriate fund. Total expenditures for these consultant services, however, will not exceed the amount approved by the Board.

# FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The recommended consultants are GCAP Services, Inc., and PPM Group, Inc. The contracts will commence upon the Board's approval and execution by both parties, for a period of three years. With the Board's delegated authority, Public Works may renew one or both of the contracts for two 1-year renewal options for a maximum potential total contract term of five years. The recommended consultant services agreements require that the consultants demonstrate their good faith efforts to utilize Disadvantaged Business Enterprises.

A standard service contract has been used that contains terms and conditions in compliance with the Board's ordinances, policies, programs and Federal contracting terms. Community Business Enterprise Participation was not required in the solicitation as it conflicts with Federal regulations. Instead, these agreements include a Disadvantaged Business Enterprise goal of 4 percent participation, which was reviewed and approved by the California Department of Transportation.

Enclosed are each consultants' minority participation and utilization (Enclosure A) and the Community Business Enterprises participation data (Enclosure B).

# ENVIRONMENTAL DOCUMENTATION

The recommended actions are not subject to the California Environmental Quality Act (CEQA) because they are activities that are excluded from the definition of a project by Section 21065 of the Public Resources Code and Section 15378 (b) of the State CEQA Guidelines. The proposed actions relating to award of on-call labor compliance consultant services and related services is an administrative activity of government, which will not result in direct or indirect physical changes to the environment. We will return to the Board as necessary for consideration of appropriate environmental documentation pursuant to CEQA before the approval of any activities that constitute a project under CEQA.

# **CONTRACTING PROCESS**

On September 30, 2021, Public Works issued a Request for Proposal (RFP) for the on-call labor compliance consultant services for Federally funded projects. The RFP was posted on the County's "Doing Business With Us" and Public Works' "Do Business With Public Works" websites. Advertisements were placed in the *Chinese Daily News, Daily Breeze, La Daily Journal, La Sentinel, La Opinion, Pasadena Star News, Press Telegram, San Gabriel Valley Tribune, Santa Monica Daily Press, and The Signal.* Also, Public Works informed over 2,923 Certified Business Enterprises; Local Small Business Enterprises; Disadvantaged Business Enterprises; and Disabled Veteran Business Enterprises about this business opportunity.

Seventeen firms registered on the Public Works website for the RFP. A preproposal meeting was held on October 18, 2021, and proposals were due on November 3, 2021. A total of ten proposals were received.

An evaluation committee composed of staff from Public Works evaluated the written proposals and oral presentations based on criteria described in the RFP, including price, proposed work plan, experience, and personnel qualifications.

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, GCAP Services, Inc., and PPM Group, Inc., were selected for negotiations. The firms selected represents the highest rated firms to provide the required services. Three years of contracting history for the selected firms are on file with Public Works.

The recommended consultant services agreements require that the consultants demonstrate their good faith efforts to utilize Disadvantaged Business Enterprises. Public Works has evaluated and determined that the Los Angeles County Code 2.201 (Living Wage Program) does not apply to the recommended agreement. The agreements are exempt from the requirements of Proposition A because the services are required on a part time and intermittent basis. Public Works notified labor unions regarding this solicitation.

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

There will be no impact on current County services or projects as a result of authorizing the recommended consultant services agreement. These consultant services

agreements will provide necessary on-call labor compliance consultant services to assist in delivering various County projects in an efficient manner.

# CONCLUSION

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

Respectfully submitted,

MARK PESTRELLA, PE Director of Public Works

MP:LG:dw

Enclosures

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

#### PROPOSERS UTILIZATION PARTICIPATION FOR ON-CALL LABOR COMPLIANCE CONSULTANT SERVICES FOR FEDERALLY FUNDED PROJECTS

#### SELECTED FIRMS

	Proposer Name	Local SBE	SBE	Minority	Women	Disadvantaged	Disabled Vet	LGBTQQ
1	GCAP Services, Inc.			х		х		
2	PPM Group, Inc.	х	х		х	х		
Subcontractor	Fountainhead Consulting Corp.					x		

#### NON-SELECTED FIRMS

	Proposer Name	Local SBE	SBE	Minority	Women	Disadvantaged	Disabled Vet	LGBTQQ
3	Destination Enterprises		х		х	х		
4	Michael Baker International							
Subcontractor	Harris & Associates	х	х	х		х		
5	Modern Times		х	х		x		
6	Pacific Resources Corporation							
Subcontractor	Del Richardson & Associates, Inc.					×		
7	Safework CM				х	x		
8	The "G" Crew	х	х	х	х	х		
9	TSG Enterprise		х	х	х			
10	Willdan Engineering							
Subcontractor	Comp Housing Services		х			х		

#### COMMUNITY BUSINESS ENTERPRISE PROGRAM INFORMATION FOR ON-CALL LABOR COMPLIANCE CONSULTANT SERVICES FOR FEDERALLY FUNDED PROJECTS

FIRM INFORMATION*		GCAP Services, Inc.	PPM Group, Inc.	BLANK	BLANK	BLANK
	INESS STRUCTURE	Corporation	Corporation			
CUL	TURAL/ETHNIC COMPOSITION		NUMBER	% OF OWNER	SHIP	
OWNERS/PARTNERS	Black/African American	0	0			
۳.	Hispanic/Latino	1	0			
RT	Asian or Pacific Islander	0	0			
ΡA	American Indian	0	0			
RS/	Filipino	0	0			
Ξ	White	0	0			
Ň						
0	<i>Female (included above)</i> Black/African American	0	0			
ĸ	Hispanic/Latino	3	1			
MANAGER	Asian or Pacific Islander	0	1			
Ž	American Indian	-	0			
MA	Filipino White	0 2	0 2			
-	Female (included above)					
	Black/African American	5 3	2 0			
		-	-			
	Hispanic/Latino	5	6			
STAFF	Asian or Pacific Islander	3	0			
<b>I</b>	American Indian	0	0			
S	Filipino	2	0			
	White	4	11			
Tata	Female (included above)	14 23	3 22			
	No. of Employees NTY CERTIFICATION	23	22			
000		V I	N N			
	CBE	Y	Y			
	LSBE	N	Y			
отн	ER AGENCY	Supplier Clearinghouse and Los Angeles Metro/California Unified Certification Program	Supplier Clearinghouse and City of Los Angeles	N/A	N/A	N/A

#### SELECTED FIRMS

\*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		
CLUSTER AGENDA REVIEW DATE	7/20/2022				
BOARD MEETING DATE	8/2/2022				
SUPERVISORIAL DISTRICT AFFECTED	All 🛛 1 <sup>st</sup> 🗌	2 <sup>nd</sup> 3 <sup>rd</sup> 4 <sup>th</sup> 5 <sup>th</sup>			
DEPARTMENT(S)	Public Works				
SUBJECT	Colima Road Improvem	ent Project			
PROGRAM	N/A				
AUTHORIZES DELEGATED AUTHORITY TO DEPT	🗌 Yes 🛛 No				
SOLE SOURCE CONTRACT	🗌 Yes 🛛 No				
	If Yes, please explain w	hy:			
DEADLINES/ TIME CONSTRAINTS	Metro Grant – Project needs to be constructed by next fiscal year. Adoption of the Mitigated Negative Declaration (MND) will allow Public Works to pursue right of way acquisition.				
COST & FUNDING	Total cost: \$26,300,000	Funding source: Road Fund, Measure M and Prop C Lo	ocal Return Funds		
	TERMS (if applicable):				
	Explanation:				
PURPOSE OF REQUEST	Board letter for the adoption of the MND and the approval of the Colima Road improvements.				
BACKGROUND (include internal/external issues that may exist including any related motions)	Approval of the recommended actions will adopt the MND and mitigation monitoring program and allow Public Works to proceed with right of way acquisition.				
EQUITY INDEX OR LENS WAS UTILIZED	☐ Yes ⊠ No If Yes, please explain how:				
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	Yes No If Yes, please state which one(s) and explain how: Sustainability by reducing the level of traffic congestion and improving the alternate transportation opportunities with a continuous Class II bike lane.				
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Steve Burger, Deputy Director, (626) 458-4018, <u>sburger@pw.lacounty</u>				



# **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: **TPP-3**

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 COLIMA ROAD IMPROVEMENT PROJECT APPROVAL OF PROJECT AND CERTIFICATION OF MITIGATED NEGATIVE DECLARATION UNINCORPORATED COUNTY COMMUNITIES OF HACIENDA HEIGHTS, ROWLAND HEIGHTS, WHITTIER, AND CITY OF INDUSTRY (SUPERVISORIAL DISTRICTS 1 AND 4) (3 VOTES)

## **SUBJECT**

Public Works is seeking Board approval for the Mitigated Negative Declaration and authorization to proceed with right of way acquisition for the Colima Road Improvement project along Colima Road from the City of Whittier boundary to Fullerton Road.

## IT IS RECOMMENDED THAT THE BOARD:

- 1. Consider the Mitigated Negative Declaration for the Colima Road Improvement project together with any comments received during the public review process; find that the Mitigated Negative Declaration reflects the independent judgment and analysis of the Board; adopt the mitigation monitoring program finding that the mitigation monitoring program is adequately designed to ensure compliance with the mitigation measures during project implementation; find that on the basis of the whole record before the Board that there is no substantial evidence the project may have a significant effect on the environment, and adopt the Mitigated Negative Declaration.
- 2. Approve the Colima Road Improvement project that will construct roadway and landscape improvements along Colima Road from the City of Whittier boundary to Fullerton Road.

MARK PESTRELLA, Director

August 2, 2022

3. Authorize the Director of Public Works to proceed with right of way acquisition for the project with the City of Whittier.

#### PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommended actions will adopt the enclosed Mitigated Negative Declaration (MND) and mitigation monitoring program and allow Public Works to proceed with right-of-way acquisition.

Colima Road passes through or abuts several different city and county jurisdictions, including portions of the City of Whittier, unincorporated Hacienda Heights, Rowland Heights, Whittier, and the City of Industry. It is a four-lane highway with a raised median except from Larkvane Road to Fullerton Road, which is three lanes eastbound and two lanes westbound with an existing raised and striped median. Sidewalks are provided along the entire extent of the project roadway from City of Whittier Boundary to Fullerton Road.

Colima Road, from the City of Whittier Boundary to Fullerton Road, is designated by the Bicycle Master Plan for the provision of a Class II bike lane. The project would provide three vehicle traffic lanes in each direction of Colima Road from Halliburton Road to Fullerton Road; median landscaping; and a Class II Bike Lane in each direction connecting with existing Class II bike lanes resulting in an uninterrupted bike path along the project's linear extent.

The proposed project was initiated at the recommendation of Public Works to address the traffic conditions within the Colima Road corridor. The proposed project will implement the bike lanes shown in the Bicycle Master Plan.

Following completion of the design plans, right of way acquisition, and execution of an agreement with the City, we will return to the Board for approval to advertise for construction. It is anticipated that construction will start in May 2023.

#### Implementation of Strategic Plan Goals

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

#### FISCAL IMPACT/FINANCING

There will be no impact to the County General Fund.

The project is within the unincorporated County communities of Hacienda Heights, Rowland Heights, Whittier, and the City of Industry. The City of Industry will finance its jurisdictional share of the project cost under a City-County cooperative agreement. The total project cost estimate is \$26,300,000, and funding for the project is available in the Road Fund (B03 – Services and Supplies) and the First and Fourth Supervisorial Districts' Transportation Improvement Programs in the Measure M Local Return Fund (CN2 – Services and Supplies) and Proposition C Local Return Fund (CN9 – Services and Supplies) Fiscal Year 2022-23 Budgets.

We will return to the Board for approval to advertise for construction.

## FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Certification of the MND is required by the California Environmental Quality Act prior to Board approval of the project and acquisition of right of way. Following completion of the design plans, right of way acquisition, and execution of an agreement with the City, we will return to the Board for approval to advertise for construction.

## ENVIRONMENTAL DOCUMENTATION

An Initial Study (IS) was prepared for this project in compliance with California Environmental Quality Act (CEQA). The IS identified six potentially significant effects of the project: biological resources, cultural resources, geology/soils, hazardous materials, tribal cultural resources, and wildfire. Prior to the release of the IS/MND for public review, revisions to the project were made or agreed to that would avoid or mitigate the effects to a point where no significant effects would occur, as follows:

Biological Resources: Environmentally Sensitive Areas shall be delineated by installation of highly visible barriers by a qualified biologist. Presence absence surveys for the coastal California gnatcatcher and cactus wren shall be conducted prior to vegetation removal if construction is conducted during the nesting bird season which is February 15 to August 15.

Cultural Resources: All construction personnel and monitors who are not trained archeologists will be briefed regarding inadvertent discoveries prior to the start of construction. A qualified archaeologist will be retained and on-call to respond and address any inadvertent discoveries identified during initial excavation in native soil. If

archaeological resources are unearthed, all construction work shall immediately stop until a qualified archaeologist can evaluate the significance of the find and determine whether additional study is warranted. Depending upon the significance of the find, the archaeologist may record the find and allow work to continue. If the discovery proves significant under CEQA, additional work, such as preparation of an archaeological treatment plan, testing, or data recovery may be warranted.

Tribal Cultural Resources: Public Works shall retain the services of a Tribal monitor/consultant to monitor ground disturbing activities. The on-site monitoring shall end when the project site grading and excavation activities are completed or when the Tribal Representatives and monitor/consultant have indicated that the site has a low potential for impacting Tribal Cultural Resources.

If human remains are encountered during construction activities for the proposed project, all construction work occurring within 100 feet of the find shall immediately stop. In accordance with Section 7050.5 of the California Health and Safe Code, if human remains are found, the County Coroner would be notified within 24 hours of discovery. No further excavation or disturbance of the site or any nearby area reasonably suspected to overlie adjacent remains would occur until the County Coroner has determined within 2 working day of notification of the discovery the appropriate treatment and disposition of the remains. If the remains are determined to be Native American, the Coroner shall notify the Native Heritage Commission in Sacramento within 24 hours. In accordance with California Public Resources Code, Section 5097.98, the Native American Heritage Commission must immediately notify those persons it believes to be the Most Likely Descendant (MLD) from the deceased Native American. The MLD shall complete their inspection within 48 hours of being granted access to the site. The MLD would then determine, in consultation with the property owner, the disposition of the human remains.

Geology/Soils: In the event that paleontological resources (fossil remains) are exposed during construction activities for the project, all construction work occurring within 50 feet of the find shall immediately stop until a qualified paleontologist can assess the nature and importance of the find. Depending on the significance of the find, the paleontologist may record the find and allow work to continue or recommend salvage and recovery of the resource. All recommendations shall be made in accordance with the Society of Vertebrate Paleontology's guidelines and shall be subject review and approval by the County. Work in the area of the find may only resume upon approval of a qualified paleontologist.

Hazards and Hazardous Materials: Methane monitoring and stop work procedures shall be in place in all on-site construction health and safety plans developed by the County and their contractor(s). Methane monitoring shall occur for all excavation activities greater than 4 feet in depth occurring within 300 feet of any oil and gas well. At a minimum, a methane gas detector and oxygen meter shall be used to monitor for methane as well as oxygen content within the excavation. Stop work procedures shall be in place in the event methane is detected and/or oxygen levels drop below 19.5 percent, which is the minimum acceptable oxygen level established by Occupational Safety and Health Administration. Methane concentrations shall not reach above the lower explosive limit of 5 percent or the NIOSH 8-hour Threshold Limit Value of 1,000 parts per million.

Should any hazardous materials be discovered during the County's hazardous materials study, including discovery of aerially deposited lead, lead chromate traffic striping, and/or treated wood waste, an abatement plan shall be prepared. The required abatement plan shall include detailed requirements regarding the handling, transportation, and/or disposal of all identified hazardous materials/wastes and shall ensure compliance with all applicable Federal, State, and local regulations governing these activities. Any resulting handling, transport, and disposal regulations that may be identified shall be reviewed and approved by the County.

Wildfire: The project plant palette has been established; however, should any changes be proposed, those changes shall not contain invasive or highly flammable plant species as indicated on the County's undesirable plants list. The plant palette shall be submitted to the County Fire Department for review and approval 30 days prior to the initiation of construction activities.

The IS and project revisions showed that there is no substantial evidence, in light of the whole record before the County that the project as revised may have a significant effect on the environment. Based on the IS and project revisions, an MND was prepared for the project.

Public notice was published in the San Gabriel Valley Tribune on September 1, 2021, pursuant to the California Public Resources Code Section 21092. In addition, notices were mailed to addresses within 300 feet of the project alignment. There were four comments received from members of the public during the public review comment period. The comments received were taken into consideration and incorporated into the revised document. All comments have been addressed and no new substantial environmental issues have been raised that have not been adequately addressed in the IS/MND.

In addition, all tribal cultural resources consultation requirements of CEQA have been met and documented. The Gabrieleno Band of Mission Indians-Kizh Nation tribe requested consultation and the consultation was completed through agreement. Where feasible, mitigation measures have been considered to avoid or minimize damaging effect on any tribal cultural resource as noted above.

The documents and other materials constituting the record of the proceedings upon that the Board's decision is based in this matter are located at Public Works, 900 South Fremont Avenue, 11th Floor, Alhambra, California 91803. The custodian of such documents at the Department of Public Works is the Transportation Planning and Programs Division, Environmental Planning and Assessments Section, 11th floor.

The project is not exempt from payment of a fee to the California Department of Fish and Wildlife pursuant to Section 711.4 of the Fish and Game Code to defray the cost of fish and wildlife protection and management incurred by the California Department of Fish and Wildlife.

Public Works will also file a Notice of Determination with the Registrar-Recorder/County Clerk in compliance with Section 21152 of the California Public Resources Code.

# IMPACT ON CURRENT SERVICES (OR PROJECTS)

When the project is completed, it will have a positive impact by reducing the level of traffic congestion and improving the alternate transportation opportunities with a continuous Class II bike lane.

# 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:yr

Enclosure

c: Chief Executive Office County Counsel Executive Office

ENCLOSURE

August 2, 2022

# TRANSPORTATION CORE SERVICE AREA COLIMA ROAD IMPROVEMENT PROJECT APPROVAL OF PROJECT AND CERTIFICATION OF MITIGATED NEGATIVE DECLARATION UNINCORPORATED COUNTY COMMUNITIES OF HACIENDA HEIGHTS, ROWLAND HEIGHTS, WHITTIER, AND CITY OF INDUSTRY (SUPERVISORIAL DISTRICTS 1 AND 4) (3 VOTES)

This Board letter has large enclosures. Click on link to access:

08.02.2022 Colima Rd (Enc FTP Link)

# BOARD LETTER/MEMO CLUSTER FACT SHEET

☑ Board Letter	Board Memo	Other			
CLUSTER AGENDA REVIEW DATE	7/20/2022				
BOARD MEETING DATE	8/2/2022				
SUPERVISORIAL DISTRICT AFFECTED	⊠ AII □ 1 <sup>st</sup> □ 2 <sup>nd</sup> □ 3 <sup>rd</sup> □ 4 <sup>th</sup> □ 5 <sup>th</sup>				
DEPARTMENT(S)	Public Works				
SUBJECT	Los Angeles County Revised Countywide Siting Element and Impact Report	its Final Environmental			
PROGRAM	Countywide Disposal Planning				
AUTHORIZES DELEGATED AUTHORITY TO DEPT	🗌 Yes 🛛 No				
SOLE SOURCE CONTRACT	□ Yes				
	If Yes, please explain why:				
DEADLINES/ TIME CONSTRAINTS	N/A				
COST & FUNDING	Total cost: Funding source: \$				
	TERMS (if applicable):				
	Explanation:				
PURPOSE OF REQUEST	The purpose of this request is to certify and approve the ass documents and authorize the release of the Los Angeles Count Siting Element to the cities for approval. Instruct the Director designee, upon receiving the required approval from cities, to su to the Board of Supervisors for adoption as the final Siting Elem public hearing.	ty Revised Countywide of Public Works or his bmit the Siting Element			
BACKGROUND (include internal/external issues that may exist including any related motions)	The California Integrated Waste Management Act (Assembly I county to prepare a Siting Element that describes how the cour the county plan to manage the disposal of their solid waste for a 1 The County Board of Supervisors instructed Public Works to Blind Canyon from the existing Siting Element's list of future land	nty and the cities within 5-year planning period. 5 remove Elsmere and			
EQUITY INDEX OR LENS WAS UTILIZED	Yes No If Yes, please explain how: Public Works developed an environmental justice document that provides a framework to inform stakeholders within Los Angeles County, particularly environmentally sensitive communities, of the Siting Element revision. The environmental justice document identifies communities and stakeholder groups in proximity to facilities and permitted landfills. Community and stakeholder groups identified in these areas were notified of opportunities for public comment on the Siting Element and associated environmental document to ensure they were equally informed and involved in the public review process.				
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<ul> <li>Yes</li> <li>No</li> <li>If Yes, please state which one(s) and explain how: Sustaina</li> <li>County's effort to reduce solid waste generation and divert sol</li> <li>thereby reducing emissions of greenhouse gases and other harr</li> </ul>	lid waste from landfills,			
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Coby Skye, Deputy Director, (626) 458-4016, cell (562) 212-9500, g	cskye@pw.lacounty.gov			



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:** 

# ENVIRONMENTAL SERVICES CORE SERVICE AREA LOS ANGELES COUNTY REVISED COUNTYWIDE SITING ELEMENT AND ITS FINAL ENVIRONMENTAL IMPACT REPORT (ALL SUPERVISORIAL DISTRICTS) (3 VOTES)

## **SUBJECT**

Public Works is seeking the Board to certify the Final Environmental Impact Report and its associated environmental documents and authorize the release of the Los Angeles County Revised Countywide Siting Element to each city within Los Angeles County for approval in accordance with the Integrated Waste Management Act.

# IT IS RECOMMENDED THAT THE BOARD:

1. Certify that the Final Environmental Impact Report for the Los Angeles County Revised Countywide Siting Element has been completed in compliance with the California Environmental Quality Act and reflects the independent judgement and analysis of the County; find that the Board has reviewed and considered information contained in the Final Environmental Impact Report prior to approving the Los Angeles County Revised Countywide Siting Element; adopt the Mitigation Monitoring and Reporting Program, finding that the Mitigation Monitoring and Reporting Program is adequately designed to ensure compliance with mitigation measures during the Revise Countywide Siting Element implementation; and determine that the significant adverse effects of the Los Angeles County Revised Countywide Siting Element have either been reduced to an acceptable level or are outweighed by the specific overriding considerations of the Los Angeles County Revised Countywide Siting Element, as outlined in the

Environmental Finding of Fact and Statement of Overriding Considerations, which findings and statement are adopted and incorporated by reference.

- 2. Instruct the Director of Public Works or his designee to submit the Los Angeles County Revised Countywide Siting Element to the cities in Los Angeles County for the State-mandated 90-day approval period in accordance with Public Resources Code Sections 41721 and 41760.
- 3. Instruct the Director of Public Works or his designee, upon receiving the required approval from cities, to submit the Los Angeles County Revised Countywide Siting Element to the Board for adoption of the final Los Angeles County Revised Countywide Siting Element after a duly noticed public hearing followed by transmittal to the California Department of Resources Recycling and Recovery for approval.

## PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommended actions will certify the enclosed Final Environmental Impact Report (EIR), Enclosure A, and make other environmental findings and authorize the release of the enclosed Los Angeles County Revised Countywide Siting Element, Enclosure B, to the cities for approval.

The California Integrated Waste Management Act, Assembly Bill (AB) 939 requires each county to prepare a countywide siting element that describes how the county, and the cities within the county, plan to manage the disposal of their solid waste for a 15-year planning period. The Siting Element does not identify any proposed new or expansion of existing landfills and has removed Blind and Elsmere Canyon Landfills from the Siting Element's list of future landfill sites. The Siting Element analyzes future disposal needs, describes capacities available at both in- and out-of-County disposal facilities (such as landfills and waste-to-energy facilities), and identifies potential conversion technology sites. To provide a framework for managing solid waste in the region, the Siting Element also establishes various goals and policies on issues such as source reduction and recycling, alternative-to-landfill technologies, and conserving and securing landfill capacities.

Pursuant to Section 41721.5 of the California Public Resources Code, any amendment to the countywide siting element shall be approved by a majority of the cities containing a majority of the incorporated population in the county, the County Board of Supervisors, and the Department of Resources, Recycling, and Recovery (CalRecycle).

#### Implementation of Strategic Plan Goals

These recommendations support the County Strategic Plan: Goal II, Foster Vibrant and Resilient Communities; Strategy II.3, Make Environmental Sustainability our Daily Reality; and Objective II.3.4, Reduce Waste Generation and Recycle and Reuse Waste Resources. The recommended actions will support the County's effort to reduce solid waste generation and divert solid waste from landfills, thereby reducing emissions of greenhouse gases and other harmful climate pollutants.

## FISCAL IMPACT/FINANCING

Adoption of the above recommendations will have no impact on the County General Fund. However, CalRecycle has statutory requirements under Section 41813 of the California Public Resources Code to enforce the provisions of AB 939, which states that failure to submit an approved countywide siting element to the State could result in a fine of up to \$10,000 per day.

Funding for the preparation, maintenance, and administration of the documents will be included in the Solid Waste Management Fund (GD1) through the annual budget process.

## FACTS AND PROVISIONS/LEGAL REQUIREMENTS

In 1989, the State-adopted AB 939 that requires each county to prepare a countywide siting element that describes how the county, and the cities within the county, plan to manage the disposal of their solid waste for a 15-year planning period. The document also addresses the disposal capacity need for each planning year on a countywide basis. State law defines disposal capacity as the capacity provided by landfills and/or transformation facilities.

The Siting Element also provides a description of the areas and strategies that may be used to address the State mandates for adequate disposal capacity during the planning period and discusses how those areas and strategies may help the County meet the disposal capacity requirements under various scenarios. The areas/strategies considered include the use of existing permitted disposal capacity, increase in diversion rates, utilization of out-of-County disposal facilities, and fostering the development of technologies that provide alternatives to landfill disposal. Additionally, the Siting Element establishes siting criteria to be used as an aid to evaluate sites proposed for development of needed solid waste transformation and land disposal facilities. However, there are no

proposed new or expansion of existing landfill and transformation facilities in the County identified in the Siting Element.

The Siting Element serves as a policy manual rather than a specific development program. As specific sites and projects are developed, they must demonstrate that they are in conformance with the Siting Element and its siting criteria fully comply with all requirements of the California Environmental Quality Act (CEQA), and comply with all Federal, State, and local rules and regulations including consistency with the local jurisdiction General Plan.

Pursuant to Sections 41721 and 41760 of the California Public Resources Code, the Siting Element shall be approved by the County and by a majority of the cities within the County, which contain a majority of the population of the incorporated areas of the County. The preliminary draft Siting Element and its draft EIR were submitted to all cities in Los Angeles County, adjacent counties, the Southern California Association of Governments, public agencies, and industrial and environmental organizations for a State-mandated, 45-day review period on July 1, 2021 (California Code of Regulations Title 14, Section 18779). Additionally, a series of six virtual public information meetings were conducted to share information with the public and solicit comments on the preliminary draft Siting Element and its draft EIR. Subsequently, in response to requests from cities and the Los Angeles County Solid Waste Management/Integrated Waste Management Task Force, the public review period was extended twice for a total review period of 138 days.

All comments received on the preliminary draft Siting Element were reviewed and addressed in the enclosed documents with the participation and approval of the Task Force. The Task Force was created by the Board and its membership was approved by the cities in July 1991 pursuant to the Act (Section 40950 of the Public Resources Code) to assist in the development of the Countywide Siting Element, as required by California Code of Regulations, Title 14, Section 18777. The Task Force was also formed to address the many growing and multi-faceted issues surrounding solid waste management in Los Angeles County and is comprised of representatives of stakeholders in solid waste management issues from all areas of the County, including Los Angeles County, City of Los Angeles, City of Long Beach, Los Angeles County Sanitation Districts, South Coast Air Quality Management District, the League of California Cities, Greater Los Angeles Solid Waste Management Association, the Institute of Scrap Recycling Industries, as well as Board appointees from the general public, the business sector, and environmental organizations.

The final EIR was prepared after considering all comments received and in accordance with the requirements of CEQA. Certification of the final EIR is required under CEQA prior to the cities taking formal action on the Siting Element.

Pursuant to Sections 41721 and 41760 of California Public Resources Code, cities are required to approve or reject the Siting Element, independently, within 90 days of receiving it from the County. State law provides that if a city does not take action within that time period, the city will have been deemed to have approved the document.

Upon independent approval of the Siting Element by a majority of cities containing a majority of the population of the incorporated area of the County, documents will be submitted to the Board for adoption as required by Sections 41760 and 41721 of the California Public Resources Code. Prior to action, the Board must conduct a public hearing, a notice of which must be published 30 days in advance (Code of Regulations Section, Title 14, Section 18782). Subject to adoption by the Board, the Siting Element will then be submitted to CalRecycle for approval. Any amendments to the document can only be considered in a subsequent revision and full approval process.

## ENVIRONMENTAL DOCUMENTATION

An Initial Study was prepared for the Siting Element in compliance with CEQA. The Initial Study concluded that there is substantial evidence that the Siting Element may have a significant impact on the environment in the following areas: aesthetics, air quality, biological resources, cultural resources, geology/soils, greenhouse gas emissions, hazards and hazardous materials, hydrology/water quality, land use/planning, mineral resources, noise, population/housing, public services and recreation, transportation, and utilities/service systems. The Initial Study determined that an EIR would be required.

An EIR for the Siting Element has been prepared in compliance with CEQA and is attached/on file with the Clerk of the Board. Public notice of the draft EIR was published in *Los Angeles Times, Los Angeles Sentinel, Long Beach Press Telegram, La Opinion, Antelope Valley Press, Santa Clarita Valley Signal,* and *San Gabriel Valley Tribune* pursuant to Section 21092 of the California Public Resources Code and posted pursuant to Section 21092.3. Comments were received from the California Department of Transportation, Los Angeles County Sanitation Districts, Southern California Association of Governments, and the public. Responses to those comments are included in the final EIR. Public agencies that commented on the draft EIR were sent written responses pursuant to Section 21092.5 of the California Public Resources Code.

The EIR consists of the draft EIR and response to comments and related sections. Except for unavoidable significant impacts to air quality, all identified significant environmental effects of the project can be avoided or reduced to a level of insignificance through the implementation of the mitigation measures identified in the EIR. As stated in the EIR and enclosed Environmental Findings of Fact and Statement of Overriding Considerations, Enclosure C, the Siting Element will result in unavoidable significant impacts, but such impacts have been reduced to the extent feasible, and the benefits of the proposed Siting Element, as described in the Statement of Overriding Considerations, outweigh these unavoidable adverse impacts.

A Mitigation Monitoring and Reporting Program is also included in Enclosure A, which is adequately designed to ensure compliance with the mitigation measures during project implementation.

The location of the documents and other materials constituting the record of the proceedings upon which the Board decision is based in this matter will be available online at <u>https://pw.lacounty.gov/epd/cse</u> or in person at Public Works, Environmental Programs Division, 900 South Fremont Avenue, 3rd Floor, Annex Building, Alhambra, CA 91803. The custodian of such documents and materials at Public Works is the Solid Waste Engineering Section Head.

The project is not exempt from payment of a fee to the California Department of Fish and Wildlife pursuant to Section 711.4 of the Fish and Game Code to defray the costs of fish and wildlife protection and management incurred by the California Department of Fish and Wildlife.

Upon the Board's certification of the final EIR, Public Works will file a Notice of Determination in accordance with Section 21152 of the California Public Resources Code, pay the required fees to the County Clerk, and post the Notice of Determination to its website in accordance with Section 21092.2.

## IMPACT ON CURRENT SERVICES (OR PROJECTS)

Release of the above documents and certification of the final EIR will have no impact on current County services or projects.

# **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:kp

Enclosures

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

P:\SEC\KP\BL\CSE BL

ENCLOSURE

August 2, 2022

## ENVIRONMENTAL SERVICES CORE SERVICE AREA LOS ANGELES COUNTY REVISED COUNTYWIDE SITING ELEMENT AND ITS FINAL ENVIRONMENTAL IMPACT REPORT (ALL SUPERVISORIAL DISTRICTS) (3 VOTES)

This Board letter has large enclosures. Click on link to access:

08.02.2022 CSE (Large Enc-FTP Link)

# BOARD LETTER/MEMO CLUSTER FACT SHEET

⊠ Board Letter	DB	oard Memo	□ Other
CLUSTER AGENDA REVIEW DATE	07/20/2022		
BOARD MEETING DATE	8/2/2022		
SUPERVISORIAL DISTRICT AFFECTED	□ All ⊠ 1 <sup>st</sup> □	2 <sup>nd</sup> 3 <sup>rd</sup> 4 <sup>th</sup> 5 <sup>th</sup>	
DEPARTMENT(S)	Public Works		
SUBJECT	APPROVE PROJECT B APPROVE STIPENDS F AWARD DESIGN-BUILI		JSTMENT
PROGRAM	Capital Projects		
AUTHORIZES DELEGATED AUTHORITY TO DEPT	🗌 Yes 🛛 No		
SOLE SOURCE CONTRACT			
DEADLINES/	If Yes, please explain w	ny:	
TIME CONSTRAINTS			
COST & FUNDING	Total cost: \$34,960,000 TERMS (if applicable):	Funding source: \$14,750,000 - RPOSD Prop A \$6,000,000 - Tipping Fees \$8,500,000 - State Proposition 68 \$2,000,000 - RMC Proposition 68 \$3,710,000 - SD1 net County cost	
	,		
	Explanation:		
PURPOSE OF REQUEST	and Mitigation Monitori Aquatic Center Project; a contract for completion	etter will adopt the Initial Study/Mitigating and Reporting Program; approve allocate funds; authorize Public Works of the project and to exercise control consultant services agreements to pang proposers.	the San Gabriel Valley to execute a design-build of the design completion
BACKGROUND (include internal/external issues that may exist including any related motions)	The project will primari 7,500 square feet) conta an Olympic-size 50-mete practice pool, a parking Allen J. Martin Park.	ly include a one-story aquatic center aining offices and a classroom, a one-s er by 25-yard competitive swimming po lot (approximately 55 parking spaces)	tory mechanical building, ol, a 25-meter by 25-yard
EQUITY INDEX OR LENS WAS UTILIZED	Yes Do If Yes, please explain ho	DW:	
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	The proposed Projects infrastructure that suppor parks, public lands, and	ch one(s) and explain how: will be designed to achieve the goals ort human health and resilience (Goal 2 public spaces that create opportunitie d cultural activities (Goal 6).	) and creating accessible
DEPARTMENTAL CONTACTS	Name, Title, Phone # &		217,

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:

# CONSTRUCTION-RELATED CONTRACT CONSTRUCTION MANAGEMENT CORE SERVICE AREA SAN GABRIEL VALLEY AQUATIC CENTER PROJECT APPROVE PROJECT BUDGET AND APPROPRIATION ADJUSTMENT APPROVE STIPENDS FOR DESIGN-BUILD AWARD DESIGN-BUILD CONTRACT CAPITAL PROJECT NO. 69909 (FISCAL YEAR 2022-23) (SUPERVISORIAL DISTRICT 1) (4 VOTES)

#### **SUBJECT**

Public Works is seeking Board approval of the proposed San Gabriel Valley Aquatic Center Project and budget, stipends for shortlisted design-build proposers participating in the selection process, and to authorize Public Works to execute the design-build contract with Balfour Beatty Construction, LLC, for the completion of the San Gabriel Valley Aquatic Center Project.

## IT IS RECOMMENDED THAT THE BOARD:

- 1. Consider the Mitigated Negative Declaration for the San Gabriel Valley Aquatic Center Project, together with comments received during the public review period; find that the Mitigated Negative Declaration reflects the independent analysis of the Board; adopt the Mitigated Monitoring and Reporting Program; find the Mitigated Monitoring and Reporting Program is adequately designed to ensure compliance with the mitigation measures during project implementation; find on the basis of the whole record before the Board that there is no substantial evidence that the project may have a significant effect on the environment; and adopt the Mitigated Negative Declaration.
- 2. Approve the San Gabriel Valley Aquatic Center Project, Capital Project No. 69909, with a total project budget of \$34,960,000.
- 3. Approve an appropriation adjustment to reflect a project budget increase of \$14,210,000 in appropriation resulting from the following: \$8,500,000 from the State of

California Department of Parks and Recreation under the Proposition 68 Statewide Park Development and Community Revitalization Program; \$2,000,000 from the San Gabriel and Lower Los Angeles Rivers and Mountains Conservancy under the Regionwide Grant Program; and a \$3,710,000 transfer of prior year net County cost from Department of Public Social Services Cudahy Assistance Payments District Office Demolition, Capital Project 87803, to Capital Assets-Buildings and Improvements under Capital Project No. 69909; to fully fund the San Gabriel Valley Aquatic Center Project.

- 4. Find that Balfour Beatty Construction, LLC, is the responsive and responsible proposer that submitted the best value and most advantageous proposal to the County for design and construction of the project using the design-build project delivery method, based on best value criteria stated in the Request for Proposals, including qualifications, technical design, construction expertise, proposed delivery plan, price, workforce commitment, design excellence, acceptable safety record, and lifecycle cost.
- 5. Award a design-build agreement to Balfour Beatty Construction, LLC, in substantially the same form as was included in the Request for Proposals, which was approved by County Counsel.
- 6. Authorize the Director of Public Works or his designee to execute the design-build agreement with Balfour Beatty Construction, LLC, for a contract sum of \$26,724,610 and a maximum contract sum of \$27,965,610 (inclusive of a design completion allowance of \$1,241,000), subject to receipt by the County of acceptable Faithful Performance and Payment for Labor and Materials Bonds and evidence of required contract insurance filed by the design-build entity; to establish the effective date of the contract upon receipt of acceptable performance, payment bonds, and evidence of required insurance; and to take all actions necessary and appropriate to fully deliver the project.
- 7. Pursuant to the County's design-build policy, authorize the Director of Public Works or his designee to execute consultant services agreements with Kemp Bros. Construction, Inc., and Blach Construction Company to pay a stipend in the amount of \$50,000 to these second and third ranked qualifying proposers that were not selected as the best value design-builder.
- 8. Authorize the Director of Public Works or his designee to exercise control of the design completion allowance with concurrence from the Chief Executive Office, including the authority to reallocate the allowances into the contract sum, as appropriate, to resolve cost issues with Balfour Beatty Construction, LLC, that are identified during the design phase of the project, such as changes resulting from unforeseen conditions, including

construction-related impacts.

#### PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommended actions will adopt the Initial Study/Mitigated Negative Declaration (IS/MND) and Mitigation Monitoring and Reporting Program for the San Gabriel Valley Aquatic Center Project; approve the San Gabriel Valley Aquatic Center Project, Capital Project (CP) No. 69909; allocate funds to the project; authorize Public Works to execute a design-build contract with Balfour Beatty Construction, LLC, for completion of the project and exercise control of the design completion allowance; and execute consultant services agreements to pay stipends to the second and third ranked qualifying proposers that were not selected.

Project Description and Background

The proposed San Gabriel Valley Aquatic Center Project will be located at 635 North California Avenue, La Puente, which is currently operated by the Hacienda-La Puente Unified School District. The project will primarily include a one-story aquatic center building (approximately 7,500 square feet) containing offices and a classroom, a one-story mechanical building (approximately 3,000 square feet), an Olympic-size 50-meter by 25-yard competitive swimming pool, a 25-meter by 25-yard practice pool, a parking lot (approximately 55 parking spaces), pedestrian access from Allen J. Martin Park, and related park improvements to encourage passive recreation, physical activity, and programming.

On December 10, 2019, the Board approved a motion to establish and approve the San Gabriel Valley Aquatic Center Project, appropriated \$750,000 of Proposition A Excess Funds, and authorized the Director of the Department of Parks and Recreation (DPR) to use Board-approved as-needed design and engineering consultants for the purposes of project planning and feasibility to proceed with the preparation of California Environmental Quality Act documents and technical studies.

On August 4, 2020, the Board approved a motion to increase the project budget from the previously approved budget of \$750,000 to a total of \$20,750,000. The budget increase consisted of \$14,000,000 Proposition A Excess Funds available to the First Supervisorial District pursuant to the Los Angeles County Safe Neighborhood Parks Proposition of 1996 and \$6,000,000 of Tipping Fees available for the First Supervisorial District.

On September 20, 2021, DPR was awarded \$2,000,000 by the San Gabriel and Lower Los Angeles Rivers and Mountains Conservancy under the Proposition 68 Regionwide Grant Program for the project. On December 8, 2021, DPR was awarded \$8,500,000 from the State of California DPR under the Proposition 68 Statewide Park Development and Community Revitalization Program (State-Prop 68) for the project.

Furthermore, the Board authorized DPR to negotiate a lease agreement with the Hacienda-La Puente Unified School District to be presented to the Board again for approval and to negotiate and execute ancillary and supporting agreements necessary for the permitting, planning, and financing of the project approved as to form by County Counsel. On June 14, 2022, the Board approved the recommendations for DPR to enter into a 40-year ground lease with the Hacienda-La Puente Unified School District for the operation and maintenance of the project.

#### Project Delivery

The project construction would utilize the design-build contracting method. Public Works has completed solicitation of proposals for the San Gabriel Valley Aquatic Center Project pursuant to the County's design-build policy and recommends award of the design-build contract to Balfour Beatty Construction, LLC, as the responsive and responsible proposer that submitted the best value and most advantageous proposal to the County for design and construction of the project based on best value criteria stated in the Request for Proposals (RFP), including qualifications, technical design, construction expertise, proposed delivery plan, price, workforce commitment, design excellence, acceptable safety record, and lifecycle cost.

#### Youth Employment Plan

In 2009, the Board, acting as the governing body of the Los Angeles County Regional Park Open Space District, adopted a procedural guide for projects funded by Proposition A. Los Angeles County's Regional Park Open Space District policy requires that the grantee's governing body adopts a Youth Employment Plan for each Proposition A funded project at a duly noticed public meeting. On May 10, 2019, the Board approved a motion determining that under the provisions of the Los Angeles County Regional Park Open Space District's policy on employment of youth, the Youth Employment Minimum Obligation of \$15,739,750 for the County has been met. However, DPR actively pursues employment opportunities for at-risk youth on all projects where feasible.

#### Green Building/Sustainable Design Program

The San Gabriel Valley Aquatic Center Project will support the Board's Green Building/Sustainable Design Program by obtaining a United States Green Building Council Leadership in Energy and Environmental Design Gold Certification or higher. The project will incorporate design and construction of sustainable features to optimize energy and water use, enhance the sustainability of the site, improve indoor environmental quality, and maximize the use and reuse of sustainable and local resources while considering long-term maintenance.

## 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.2, Support the Wellness of our Communities, Objective II.2.2, Expand Access to Recreational and Cultural Opportunities. The project supports these goals by providing a new facility that will greatly benefit an underserved population and meet the urgent need for aquatic programs in the community. The project would provide contracting opportunities that will support small businesses and social enterprises and could potentially employ local and targeted workers.

## FISCAL IMPACT/FINANCING

The total project budget is currently \$34,960,000 (see Enclosure A), which includes predesign, design, plan check, consultant services, Civic Art, construction, design completion allowance, youth employment, and County services.

Approval of the recommended appropriation adjustment (see Enclosure B) will increase the project budget by \$14,210,000 in appropriation resulting from the following: \$8,500,000 from the State of California DPR under the State-Prop 68; \$2,000,000 from the San Gabriel and Lower Los Angeles Rivers and Mountains Conservancy under the Regionwide Grant Program (RMC-Prop 68); and \$3,710,000 of prior year net County cost from Department of Public Social Services Cudahy Assistance Payments District Office Demolition, CP 87803, to Capital Assets-Buildings and Improvements under CP No. 69909, to fully fund the San Gabriel Valley Aquatic Center Project.

Upon approval of the recommended actions, sufficient appropriation will be available in the Fiscal Year 2022-2023 CP/Refurbishment Budget under CP No. 69909, to proceed with the project. The project funding consists of \$14,750,000 in Proposition A Excess Funds available to the First Supervisorial District pursuant to the Los Angeles County Safe Neighborhood Parks Proposition of 1996; \$6,000,000 in Tipping Fees available in the First Supervisorial District's contracted program services funds, comprised of \$5,000,000 from Department of Regional Planning's Avocado Heights Benefit Trust (S3T) and \$1,000,000 from the Puente Landfill Benefit Trust (SC9); \$10,500,000 in Proposition 68 funding of which \$8,500,000 is funded by State of California DPR under State-Prop 68 and \$2,000,000 funded by the San Gabriel and Lower Los Angeles Rivers and Mountains Conservancy under Regionwide Grant program (RMC-Prop 68); and \$3,710,000 of prior year net County cost for a total project budget of \$34,960,000.

**Operating Budget Impact** 

Based on the project description, DPR anticipates one-time cost of \$1,506,000 and ongoing cost of \$2,684,000 for operations, recreation and maintenance staff, utilities, and grounds maintenance supplies following the project completion. DPR will submit to the Chief Executive Office (CEO) a funding request through the budget process. DPR will work on the funding request with CEO in order to allow DPR to operate, program, and maintain the new facility.

#### FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The design-build contract with Balfour Beatty Construction, LLC, contains terms and conditions in compliance with the County's requirements including, but not limited to: Community Workforce Agreement by and among the Los Angeles County, the Los Angeles/Orange Counties Building, Construction Trades Council, the Signatory Craft Councils, and Local Unions.

The project site is on the property of the Hacienda-La Puente Unified School District. On June 15, 2022, DPR received authority from the Board to execute a 40-year ground lease, which may be extended by the County an additional 39-year term. The lease specifies site area, parking requirements, and allows for construction to be implemented in a timely manner.

In accordance with Board Policy 5.270, Countywide Local and Targeted Worker Hiring, the project will require that at least 30 percent of the California construction labor hours to be performed by qualified Local Residents and at least 10 percent be performed by Targeted Workers facing employment barriers. The project will also include a jobs coordinator who will facilitate implementation of the targeted hiring requirement of the policy.

Pursuant to the Board's direction on November 26, 2019, if later approved, this project was listed as a potential project that would be subject to the County's Community Workforce Agreement to further support the hiring of local and targeted workers and encourage participation in this covered project by local small businesses, disabled veteran-owned businesses, and social enterprises. Accordingly, if the Board approves this project, it will be subject to the current County Community Workforce Agreement.

In accordance with the Board's Civic Art Policy, adopted on December 7, 2004, and last amended on August 4, 2020, the project budget includes 1 percent of eligible design and construction costs in the amount of \$271,000 to be allocated to the Civic Art Fund.

## ENVIRONMENTAL DOCUMENTATION

An Initial Study was prepared for this project in compliance with California Environmental Quality Act. The Initial Study identified the following potentially significant effects of the project: Biological Resources, Cultural and Tribal Cultural Resources (TCR), and Transportation and Traffic: Hazards and Noise. Prior to the release of the proposed IS/MND for public review, revisions in the project were made or agreed to that would avoid or mitigate the effects to a point where no significant effects would occur, as follows:

Biological Resources: If construction occurs during the bird breeding season (February 1 through August 31) prior to construction activities (i.e., mobilization, staging, and grading), a qualified avian biologist will conduct preconstruction surveys for nesting and breeding birds in all ornamental landscaping and trees.

Cultural and TCR: Mitigation includes retaining a Native American Monitor prior to commencement of ground-disturbing activities and procedures related to the discovery of TCR, human remains, and/or funerary objects.

Transportation and Traffic: For event days, the County will implement an event traffic plan. In addition, the Mitigated Negative Declaration recommends the following measures to be conservative and ensure compliance with regulations:

Hazards: A vapor intrusion barrier, designed by an architect/engineering team familiar with vapor barrier designs and installations, shall be installed beneath on-site project buildings. Follow up testing to be undertaken to verify the barrier is functioning as recommended by the design team.

Noise: The project will implement Best Management Practices to reduce construction noise and comply with applicable regulations.

There is no substantial evidence, in light of the whole record before the County, that the project as revised may have a significant effect on the environment, based on the IS/MND prepared for the project (see Enclosure C). Additionally, a Mitigation Monitoring and Reporting Program has been prepared to ensure that measures are implemented and all impacts would be less than significant.

Public notice was published in the San Gabriel Tribune pursuant to the California Public Resources Code Section 21092 and posted pursuant to Section 21092.3. No comments were received. Notice to commenting public agencies was completed pursuant to Section 21092.5.

In addition, all TCR consultation requirements of California Environmental Quality Act have been met and documented. The Kizh Nation tribe requested consultation, and the consultation was completed through agreement. The tribe provided their (standard) recommended mitigation measures to address the potential for finding TCR; the County

suggested revisions to these measures that were then included in the Mitigated Negative Declaration. No further comments were received from the Kizh Nation Tribe.

The location of the documents and other materials constituting the record of the proceedings upon which the Board's decision is based in this matter can be viewed in person at Public Works, 900 South Fremont Avenue, 5th Floor, Alhambra, CA 91803. The custodian of such documents and materials is Project Management Division II.

The project is not exempt from payment of a fee to the California Department of Fish and Wildlife pursuant to Section 711.4 of the Fish and Game Code to defray the costs of fish and wildlife protection and management incurred by the California Department of Fish and Wildlife.

Upon the Board's adoption of the IS/MND, Public Works will file a Notice of Determination in accordance with Section 21152 of the California Public Resources Code, post the notice to its website in accordance with Section 21092.2, and pay the required fees to the County Clerk.

## CONTRACTING PROCESS

The project will be completed using the design-build project delivery method. To this effect, on August 4, 2020, the Board authorized Public Works to use NAC Architecture to prepare the design-build scoping documents.

On August 25, 2021, Public Works issued an RFP for design-build services and advertised this contracting opportunity on the County's "Doing Business with Us" and "Do Business with Public Works" websites; on *La Opinion, LA Sentinel, Pasadena Star News, Press Telegram, San Gabriel Valley Tribune, Santa Monica Daily Press, Daily Breeze, The Signal, Chinese Daily News, and Daily Journal.* Also, Public Works informed 1,623 local small business enterprises; 188 disabled veterans business enterprises; and 189 social enterprises about this business opportunity.

The first phase of the RFP process was the submittal of a prequalification questionnaire (Part A) by all interested design-build firms. On October 13, 2021, nine prequalification questionnaires were received for evaluation. One firm was disqualified for not providing the required Experience Modification Rate.

The prequalification questionnaires were reviewed by an evaluation committee made up of members from CEO, DPR, and Public Works. The evaluation was made based on responses to questions concerning evidence of the design-builder's experience and capacity to perform projects of similar size and complexity, licenses, registration, credentials, violations of State and Federal labor codes and safety regulations, debarment, default, bankruptcy, lawsuits on Public Works projects, and other relevant

criteria. Each of the five firms provided an enforceable commitment that it and its subcontractors at every tier will use County's Community Workforce Agreement.

Based on the review and evaluation of the prequalification questionnaires, eight firms were determined to be prequalified. In accordance with the shortlisting requirements in the RFP, three firms were shortlisted and invited to submit technical and cost proposals (Part B) for the project. On March 2, 2022, the three shortlisted design-build firms submitted technical and cost proposals for evaluation. The technical and cost proposals were evaluated by the evaluation committee based on technical design and construction expertise, proposed delivery plans, price, life cycle costs, workforce commitment, local and targeted worker hiring program, design excellence, and design-build team personnel and organization. In its design-build proposal, Balfour Beatty Construction, LLC, was found to have submitted the best value and most advantageous proposal to perform these services under the design-build delivery method in accordance with the evaluation criteria stated in the RFP. These evaluations were completed without regard to race, creed, color, or gender. Selected firm's Community Business Enterprises participation data and three-year contracting history are on file with Public Works.

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

There will be no impact on current County services or projects during the performance of the recommended actions.

#### CONCLUSION

Please return one adopted copy of this Board letter to Public Works, Project Management Division II.

Respectfully submitted,

MARK PESTRELLA, PE Director of Public Works

MP:SK:mm

Enclosures

c: Department of Arts and Culture (Civic Art Division) Auditor-Controller Chief Executive Office (Capital Programs Division) County Counsel Executive Office Internal Services Department Department of Parks and Recreation Probation Department Department of Public Social Services (GAIN/GROW Program)

#### CONSTRUCTION-RELATED CONTRACT CONSTRUCTION MANAGEMENT CORE SERVICE AREA SAN GABRIEL VALLEY AQUATIC CENTER PROJECT APPROVE PROJECT BUDGET AND APPROPRIATION ADJUSTMENT APPROVE STIPENDS FOR DESIGN-BUILD AWARD DESIGN-BUILD CONTRACT CAPITAL PROJECT NO. 69909 (FISCAL YEAR 2022-23) (SUPERVISORIAL DISTRICT 1) (4 VOTES)

# I. PROJECT SCHEDULE

Project Activity	Completion Date
Design-Build Request for Proposal	August 2021*
Board Action to Approve Ground Lease	June 2022*
Board Action to Award Design-Build	August 2022
Substantial Completion	September 2024
Project Acceptance	December 2024
*Indiantes a completed activity	

\*Indicates a completed activity

# **II. PROJECT BUDGET**

Budget Category	Budget
Construction	
Design-Build Contract	\$26,724,610
Civic Arts	\$271,000
Change Orders	\$2,482,000
Design-Completion Allowance	\$1,241,000
Utility Company Connection Fees	\$160,000
Subtotal	\$30,878,610
Plans and Specifications	\$334,000
Consultant Services	\$672,339
Miscellaneous Expenditures	\$85,000
Jurisdictional Reviews	\$542,000
County Services	\$2,448,051
Total	\$34,960,000

PINK

BA FORM 11162021

BOARD OF SUPERVISORS OFFICIAL COPY

August 2, 2022

COUNTY OF LOS ANGELES

#### **REQUEST FOR APPROPRIATION ADJUSTMENT**

DEPARTMENT OF CHIEF EXECUTIVE OFFICER

#### AUDITOR-CONTROLLER:

THE FOLLOWING APPROPRIATION ADJUSTMENT IS DEEMED NECESSARY BY THIS DEPARTMENT. PLEASE CONFIRM THE ACCOUNTING ENTRIES AND AVAILABLE BALANCES AND FORWARD TO THE CHIEF EXECUTIVE OFFICER FOR HER RECOMMENDATION OR ACTION.

#### ADJUSTMENT REQUESTED AND REASONS THEREFORE

#### FY 2022-23 4 - VOTES

	4	- VOTES	
SOURCES		USES	
PARKS AND RECREATION		PARKS AND RECREATION	
SAN GABRIEL VALLEY AQUATIC CENTER		SAN GABRIEL VALLEY AQUATIC CENTER	
A01-CP-88-8752-65043-69909		A01-CP-6014-65043-69909	
STATE-OTHER / CAPITAL PROJECTS		CAPITAL ASSETS - B & I	
INCREASE REVENUE	8,500,000	INCREASE APPROPRIATION	8,500,000
PARKS AND RECREATION		PARKS AND RECREATION	
SAN GABRIEL VALLEY AQUATIC CENTER		SAN GABRIEL VALLEY AQUATIC CENTER	
A01-CP-88-8752-65043-69909		-CP-6014-65043-69909	
STATE-OTHER / CAPITAL PROJECTS		CAPITAL ASSETS - B & I	
INCREASE REVENUE	2,000,000	INCREASE APPROPRIATION	2,000,000
VARIOUS CAPITAL PROJECTS		PARKS AND RECREATION	
DPSS CUDAHY A/P DISTRICT OFFICE DEMOLITION		SAN GABRIEL VALLEY AQUATIC CENTER	
A01-CP-6014-65099-87803		A01-CP-6014-65043-69909	
CAPITAL ASSETS - B & I		CAPITAL ASSETS - B & I	
DECREASE APPROPRIATION	3,710,000	INCREASE APPROPRIATION	3,710,000
SOURCES TOTAL	\$ 14,210,000	USES TOTAL	\$ 14,210,000

#### JUSTIFICATION

Reflects an increase of \$14,210,000 in appropriation resulting from the following: \$8,500,000 from the State of California Department of Parks and Recreation Proposition 68 Statewide Park Development and Community Revitalization Program; \$2,000,000 from the San Gabriel and Lower Los Angeles Rivers and Mountains Conservancy under the Regionwide Grant Program ; and a 3,710,000 transfer from Capital Project 87803 to fully fund the San Gabriel Valley Aquatic Center project.

		AUTHORIZED SIGNATURE	Carolyn Bernardez, Chief Financial Officer
BOARD OF SUPERVISOR'S APPROVAL	(AS REQUESTED/REVISED)		
REFERRED TO THE CHIEF	ACTION	APPROVED AS REQUEST	FED
EXECUTIVE OFFICER FOR			
	RECOMMENDATION	APPROVED AS REVISED	
AUDITOR-CONTROLLER	ВҮ	CHIEF EXECUTIVE OFFICER	BY
			DATE
B.A. NO.	DATE	.1	DATE

# BOARD LETTER/MEMO CLUSTER FACT SHEET

⊠ Board Letter	Board Memo	□ Other
CLUSTER AGENDA REVIEW DATE	7/20/2022	
BOARD MEETING DATE	<u>8/9/2022</u> 8/2/2022	
SUPERVISORIAL DISTRICT AFFECTED	□ All □ 1 <sup>st</sup> ⊠ 2 <sup>nd</sup> □ 3 <sup>rd</sup> □ 4 <sup>th</sup>	5 <sup>th</sup>
DEPARTMENT(S)	Public Works, Health Services, Mental Health	
SUBJECT	Harbor-UCLA Medical Center Replacement Component	Program, Interim Helistop Project
PROGRAM	N/A	
AUTHORIZES DELEGATED AUTHORITY TO DEPT	🛛 Yes 🗌 No	
SOLE SOURCE CONTRACT	🗌 Yes 🛛 No	
	If Yes, please explain why:	
DEADLINES/ TIME CONSTRAINTS	Construction of the interim helipad must be co impacts to the start of construction of the new In	
COST & FUNDING	Medical Center (H-UC approved by the Boar \$4,400,000 cost of th Replacement Program Notes, long-term Bond financing mechanisms. TERMS (if applicable): N/A	ng in the \$1,695,000,000 Harbor-UCLA LA MC) Replacement Program budget rd on February 8, 2022, to cover the e interim helistop. The H-UCLA MC n is debt financed through short-term ds, or a combination of both types of
	Explanation: N/A	
PURPOSE OF REQUEST	Public Works is seeking Board approval to adop construction bids, and award a construction co Component of the H-UCLA MC Replacement Pr	ontract for the Interim Helistop Project ogram.
BACKGROUND (include internal/external issues that may exist including any related motions)	On February 8, 2022, the Board approved \$1,695,000,000 for the H-UCLA MC Replacem contract for the project; and authorized the Chie lease agreement with the Lundquist Institute for operate an interim helistop on their leasehold component of the H-UCLA MC Replacement Pr used by the hospital during construction of the new of the new Inpatient Tower is completed, the demolished, and the existing helistop will be rest	nent Program; awarded a design-build f Executive Office to enter into a gratis Biomedical Innovation to construct and premises. The interim helistop is a ogram. The temporary helistop will be ew Inpatient Tower. Once construction helistop will be decommissioned and
EQUITY INDEX OR LENS WAS UTILIZED	<ul> <li>Yes</li> <li>No</li> <li>If Yes, please explain how:</li> <li>The project will ensure that medical and mental to a community that has been historically understanding</li> </ul>	
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	Yes No If Yes, please state which one(s) and explain ho These recommendations support Board Priority Health Integration by consolidating all inpatient a services on the H-UCLA MC Campus.	No. 2 - Health Integration/Alliance for
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Vincent Yu, Deputy Director, (626) Vyu@pw.lacounty.gov	458-4010, cell (626) 614-7217,

August 9, 2022 August 2, 2022

# DRAFT

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

Dear Supervisors:

## CONSTRUCTION CONTRACT CONSTRUCTION MANAGEMENT CORE SERVICE AREA HARBOR-UCLA MEDICAL CENTER REPLACEMENT PROGRAM INTERIM HELISTOP PROJECT COMPONENT ADOPT, ADVERTISE, AND AWARD CAPITAL PROJECT NO. 67965 (FISCAL YEAR 2022-2023) (SUPERVISORIAL DISTRICT 2) (3 VOTES)

### SUBJECT

Public Works is seeking Board approval to adopt plans and specifications, advertise for construction bids, and authorize to award the construction contract for the Interim Helistop Project Component of the Harbor-UCLA Medical Center Replacement Program.

### IT IS RECOMMENDED THAT THE BOARD:

- 1. Find that the proposed Interim Helistop Project Component is within the scope of the environmental impacts analyzed in the previously certified Final Environmental Impact Report and subsequently approved Addenda Nos. 1, 2, and 3 for the Harbor-UCLA Medical Center Campus Master Plan.
- 2. Adopt plans and specifications that are on file with Public Works for the construction of the Interim Helistop Project Component of the Harbor-UCLA Medical Center Replacement Program, Capital Project No. 67965.
- 3. Instruct the Executive Officer of the Board to advertise the Interim Helistop Project Component of the Harbor-UCLA Medical Center Replacement Program for bids to be received and opened on September 15, 2022, in accordance with the Instruction Sheet for Publishing Legal Advertisements.
- 4. Authorize the Director of Public Works or his designee to execute a consultant services agreement with the apparent lowest responsive and responsible bidder

to prepare a baseline schedule for a \$2,000 not-to-exceed amount funded by the project funds.

- 5. Delegate authority to the Director of Public Works or his designee to make the determination that a bid is nonresponsive and to reject a bid on that basis; to award to the next lowest responsive and responsible bidder; to waive inconsequential and nonmaterial deficiencies in bids submitted; and to determine, in accordance with the applicable contract and bid documents, whether the apparent lowest responsive and responsible bidder has timely prepared a satisfactory baseline construction schedule and satisfied all conditions for contract award. Upon such determination, authorize the Director of Public Works or his designee to award and execute a construction contract, in the form previously approved by County Counsel, to the apparent lowest responsive and responsible bidder, if the low bid can be awarded within the previous Board-approved budget for the Harbor-UCLA Medical Center Replacement Program, to establish the effective date of the contract upon receipt by the Public Works of acceptable performance and payment bonds and evidence of required contractor insurance, and to take all other actions necessary and appropriate to deliver the Interim Helistop Project Component.
- 6. Delegate authority to the Director of Public Works or his designee to execute any easements, permits, and utility connection agreements necessary for the completion of the Interim Helistop Project Component, provided that the costs related to these easements, permits, and agreements do not cause the project to exceed the previous Board-approved budget for the Harbor-UCLA Medical Center Replacement Program.

### PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommended actions will find the Interim Helistop Project Component of the Harbor-UCLA Medical Center (H-UCLA MC) Replacement Program is within the scope of the previous certified Final Environmental Impact Report (FEIR) and subsequently approved Addenda Nos. 1, 2, and 3 for the H-UCLA MC Campus Master Plan; adopt plans and specifications; advertise for construction bids; authorize Public Works to award; and execute a construction contract for the Interim Helistop Project.

### Background

On February 8, 2022, the Board approved a revised total project budget of \$1,695,000,000 for the H-UCLA MC Replacement Program and authorized the execution of a Stipulated Sum Design-Build contract with Hensel Phelps Construction Company for

a maximum not-to-exceed contract sum of \$1,238,179,000. The Board also authorized the Chief Executive Office to negotiate and execute a five-year gratis License agreement, with two one-year options, with the Lundquist Institute for Biomedical Innovation to construct and operate a temporary helistop on the Lundquist's leasehold premises at the H-UCLA MC Campus.

The Interim Helistop Project is a make-ready project component of the H-UCLA MC Replacement Program, which will construct a temporary helipad to be used by the hospital during construction of the new Inpatient Tower. The existing helistop cannot be used during construction due to its proximity to the construction zone and the impacts construction will have on flight paths. The presence of a helistop is required to support the hospital's designation as a Level I trauma hospital. Upon the completion of the new Inpatient Tower, the interim helistop will be decommissioned and demolished, and the existing helistop will be restored for future use.

The scope of the proposed Interim Helistop Project consists of a new 4,225-square-foot helicopter landing platform on top of steel superstructure, access ramp, and stairs. The interim helistop will be located at Parking Lot T in the southwest portion of the H-UCLA MC Campus. Parking Lot T is located within the portion of the property that has been leased to Lundquist pursuant to the Amended and Restated Master Ground Lease for Development, Construction, and Operation of Medical Research Facilities dated December 27, 2017. As previously authorized by the Board on February 8, 2022, a License Agreement between the County and Lundquist was executed on February 18, 2022, to allow the County to construct and operate the interim helistop on the leased land.

Plans, specifications, and jurisdictional approvals have been completed, and it is recommended that the Board adopt and advertise plans and specifications for construction bids as required by the Public Contract Code.

In order to expedite construction, it is recommended that the Board authorize Public Works to award and execute a construction contract with the lowest responsive and responsible bidder if the low bid can be awarded within the previous Board-approved budget for the H-UCLA MC Replacement Program.

The proposed consultant services agreement requires the apparent lowest responsive and responsible bidder to prepare a baseline construction schedule that conforms to the County's schedule specification.

It is anticipated that construction of the Interim Helistop Project Component will begin in May 2023 and be substantially complete in November 2023.

Green Building/Sustainable Design Program

On December 20, 2016, the Board adopted a new Leadership in Energy and Environmental Development (LEED) policy requiring all new County buildings greater than 10,000 square feet in size to achieve LEED Gold Certification except for the parking structure because the United States Green Building Council no longer provides LEED certificates for parking structures. The H-UCLA MC Replacement Program will support the Board's Policy for Green Building/Sustainable Design Program by recycling disposable material; incorporating energy efficient products during construction; and incorporating native drought-tolerant landscaping.

#### Implementation of Strategic Plan Goals

These recommendations support the County's Strategic Plan: Strategy II.1, Drive Economic Development in the Community; Strategy II.2, Support the Wellness of our Communities; and Strategy II.1.3, Coordinate Workforce Development. Strategic Plan supports the wellness of our communities and enhances the delivery of comprehensive and seamless healthcare services to the residents of the County seeking healthcare assistance.

### FISCAL IMPACT/FINANCING

On February 8, 2022, the Board approved a revised total project budget of \$1,695,000,000 for the H-UCLA MC Replacement Program, Capital Project No. 67965, which includes plans and specifications; construction and related contingency; plan check fees; consultant services; County services; and fixed medical equipment (Enclosure A).

The Interim Helistop Project is a component of the H-UCLA MC Replacement Program. The estimated \$4,400,000 cost for the Interim Helistop Project is part of the previous Board-approved budget of \$1,695,000,000. There is sufficient appropriation in the Fiscal Year 2022-2023 budget for the H-UCLA MC Replacement Program, Capital Project No. 67965, to cover the cost for construction of the interim helistop.

Operating Budget Impact

There are no one-time or ongoing operational costs anticipated following completion of the Interim Helistop Project. There is no net County cost impact associated with the recommended actions.

### FACTS AND PROVISIONS/LEGAL REQUIREMENTS

In accordance with the Board's Civic Art Policy, adopted on December 7, 2002, and last amended on August 4, 2020, the project budget for the H-UCLA MC Replacement Program includes \$2,000,000 Civic Art allocation, which is greater than the \$1,000,000 maximum required by the Board's policy. The \$2,000,000 Civic Art allocation will not be impacted by the Interim Helistop Project.

A standard construction contract, in a form previously approved by County Counsel, will be used that contains terms and conditions supporting the Board's ordinances, policies, and programs including, but not limited to, County's Greater Avenues for Independence and General Relief Opportunities for Work Programs, Contract Language to Assist in Placement of Displaced County Workers, and Notice to Employees Regarding the Federal Earned Income Credit (Federal Income Tax Law, Internal Revenue Service Notice 1015).

The plans and specifications include the contractual provisions, methods, and material requirements necessary for the projects and are on file with Public Works' Business Relations and Contracts Division.

In accordance with Board Policy 5.270, Countywide Local and Targeted Worker Hiring, the project will require that at least 30 percent of the California construction labor hours be performed by qualified Local Residents and at least 10 percent be performed by Targeted Workers facing employment barriers. The project will also include a job coordinator who will facilitate the implementation of the targeted hiring requirement of the policy.

To ensure that the contract is awarded to a responsible contractor with a satisfactory history of performance, the bidder will be required to report violations of the False Claims Act, their civil litigation history, and information regarding prior criminal convictions.

#### **ENVIRONMENTAL DOCUMENTATION**

Construction of a temporary helipad is within the scope of the impacts analyzed in the previously certified FEIR, dated December 20, 2016, and subsequent Addenda Nos. 1, 2, and 3 for the H-UCLA MC Master Plan, and approved by the Board on February 8, 2022. There have been no changes to the project or to the circumstances under which it will be undertaken that require further findings under California Environmental Quality Act.

The Mitigation Monitoring and Reporting Program, Environmental Findings of Fact, and Statement of Overriding Considerations adopted at the time of FEIR certification will continue to apply.

The location and custodian of the documents and other materials constituting the record of the proceedings upon which the Board's decision is based in this matter is with Public Works, Project Management Division I, 900 South Fremont Avenue, Fifth Floor, Alhambra, California 91803. The previously certified FEIR and Addenda are available at the location above and can also be viewed online at <u>https://pw.lacounty.gov/harbor-ucla-rp/</u>, as well as <u>https://ftp.pw.lacounty.gov:8443/pub/pmd/HUCLA\_RP\_DB/</u>.

Upon the Board's approval of the recommended actions, Public Works will file a Notice of Determination with the Registrar-Recorder/County Clerk in accordance with Section 21152 (a) of the California Public Resources Code and will post the Notice of Determination to its website pursuant to Section 21092.2.

### CONTRACTING PROCESS

Advertising for construction bids will be in accordance with the County's standard Instruction Sheet for Publishing Legal Advertisements (Enclosure B).

The contract opportunity will be listed on the "Doing Business with the County" and "Do Business with Public Works" websites. Public Works will also inform the local small business enterprises about this opportunity for those certified by the County of Los Angeles Department of Consumers and Business Affairs.

Participation by Community Business Enterprises (CBE) in the project is encouraged through Public Works' CBE Outreach Program and by monitoring the good faith efforts of bidders to utilize CBE.

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

Approval of the recommended actions will have no impact on current services at H-UCLA MC. Patient care services at the medical center will remain fully operational during construction.

#### CONCLUSION

Please return one adopted copy of this Board letter to Public Works, Project Management Division I.

Respectfully submitted,

MARK PESTRELLA, PE Director of Public Works

MP:LR:jc

Enc.

c: Department of Arts and Culture Chief Executive Office (Capital Programs Division) County Counsel Executive Office Department of Health Services (Capital Projects Division) Department of Mental Health

# BOARD LETTER/MEMO CLUSTER FACT SHEET

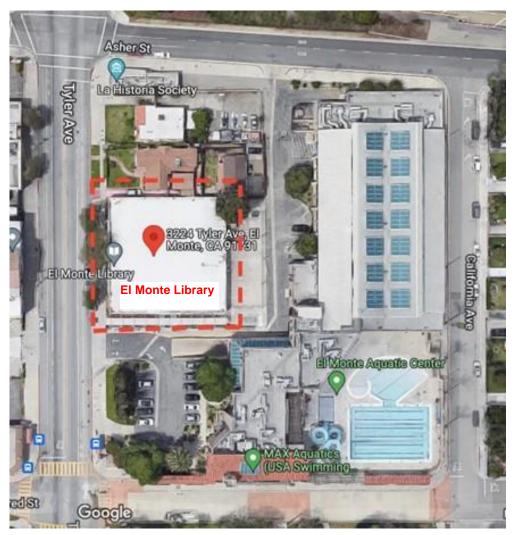
⊠ Board Letter

Board Memo

Other

CLUSTER AGENDA REVIEW DATE	7/20/2022		
BOARD MEETING DATE	8/2/2022		
SUPERVISORIAL DISTRICT AFFECTED	□ All □ 1 <sup>st</sup> □ 2 <sup>nd</sup> □ 3 <sup>rd</sup> □ 4 <sup>th</sup> □ 5 <sup>th</sup>		
DEPARTMENT(S)	Public Works		
SUBJECT	El Monte and Rosemead Libraries Americans with Projects	Disabilities Act Refurbishment	
PROGRAM	N/A		
AUTHORIZES DELEGATED AUTHORITY TO DEPT	🛛 Yes 🗌 No		
SOLE SOURCE CONTRACT	🗌 Yes 🛛 No		
	If Yes, please explain why:		
DEADLINES/ TIME CONSTRAINTS			
COST & FUNDING	Total cost: El Monte Library Americans with Disabilities Act (ADA) Refurbishment Project \$927,000 Rosemead Library ADA Refurbishment Project \$1,074,000Funding source: Prior-Year Net County Cost and Los Angeles County Library Services and Supplies budget.TERMS (if applicable): N/AN/A		
	Explanation:		
PURPOSE OF REQUEST	Find the El Monte and Rosemead Libraries ADA Refurbishment Projects are exempt from the California Environmental Quality Act; approve the capital projects, budgets, and appropriation adjustment; and authorize Public Works to deliver the project using Board-approved Job Order Contracts.		
BACKGROUND (include internal/external issues that may exist including any related motions)	The Chief Executive Office requested Public Works to refurbish the El Monte and Rosemead Libraries public restrooms. The project scope consists of upgrading two existing public restrooms to include ADA compliant plumbing fixtures and accessories, as well as replacing the existing aluminum storefront entry doors with automatic sliding doors to make them ADA compliant. The total cost, including County soft costs, is \$927,000 for the El Monte Library and \$1,074,000 for the Rosemead Library.		
EQUITY INDEX OR LENS WAS UTILIZED	Yes Do If Yes, please explain how: The project will ensure that the library services continue to be accessible to people with disabilities.		
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	Yes No If Yes, please state which one(s) and explain how: Board Priority No. 7: Sustainability. The projects comply with this priority by including energy and water efficient fixtures as part of the public restroom refurbishments.		
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Vincent Yu, Deputy Director, (626) 458-40 vyu@pw.lacounty.gov	010, cell (626) 614-7217,	

# LOS ANGELES COUNTY – EL MONTE LIBRARY



3224 Tyler Avenue, El Monte, CA 91731



# LOS ANGELES COUNTY - ROSEMEAD LIBRARY

8800 Valley Boulevard, Rosemead, CA 91770



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

August 2, 2022

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

> IN REPLY PLEASE REFER TO FILE:

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

Dear Supervisors:

#### CONSTRUCTION CONTRACT CONSTRUCTION MANAGEMENT CORE SERVICE AREA EL MONTE LIBRARY AMERICANS WITH DISABILITIES ACT REFURBISHMENT PROJECT ROSEMEAD LIBRARY AMERICANS WITH DISABILITIES ACT REFURBISHMENT PROJECT ESTABLISH AND APPROVE CAPITAL PROJECTS APPROVE APPROPRIATION ADJUSTMENT APPROVE USE OF JOB ORDER CONTRACT SPECS. 7829 AND 7830; CAPITAL PROJECT NOS. 87865 AND 87866 (FISCAL YEAR 2022-23) (SUPERVISORIAL DISTRICT 1) (4 VOTES)

# SUBJECT

Public Works is seeking Board approval of the El Monte Library Americans with Disabilities Act Refurbishment and the Rosemead Library Americans with Disabilities Act Refurbishment Projects, establish and approve the project budgets, and authorize Public Works to deliver the proposed projects using Board-approved Job Order Contracts.

### IT IS RECOMMENDED THAT THE BOARD:

1. Find that the proposed EI Monte Library Americans with Disabilities Act Refurbishment and Rosemead Library Americans with Disabilities Act Refurbishment Projects are exempt from the California Environmental Quality Act for the reasons stated in this Board letter and in the records of the projects.

- 2. Establish and approve the El Monte Library Americans with Disabilities Act Refurbishment Project, Capital Project No. 87865, with a total project budget of \$927,000.
- 3. Establish and approve the Rosemead Library Americans with Disabilities Act Refurbishment Project, Capital Project No. 87866, with a total project budget of \$1,074,000.
- 4. Approve an appropriation adjustment to transfer \$754,000 from Various Americans with Disabilities Act Program Compliance Projects, Capital Project No. 87052, and \$76,000 from Los Angeles County Library Services and Supplies budget to the El Monte Library Americans with Disabilities Act Refurbishment Project, Capital Project No. 87865 for a total of \$830,000; and \$863,000 from Various Americans with Disabilities Act Program Compliance Projects, Capital Project No. 87052, and \$118,000 from Los Angeles County Library Services and Supplies budget to the Rosemead Library Americans with Disabilities Act Refurbishment Project, Capital Project No. 87866, for a total of \$981,000.
- 5. Authorize the Director of Public Works or his designee to deliver both of the projects using Board-approved Job Order Contracts.

# PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommended actions will find the proposed El Monte and Rosemead Libraries Americans with Disabilities Act (ADA) Refurbishment Projects are exempt from the California Environmental Quality Act (CEQA); approve the capital projects, budgets, and appropriation adjustment; and authorize Public Works to deliver the projects using Board-approved Job Order Contracts (JOCs).

Projects Descriptions and Backgrounds

El Monte Library Americans with Disabilities Act Refurbishment Project

The El Monte Library is a 11,906-square-foot, single-story structure located at 3224 Tyler Avenue, El Monte, CA 91731. The project scope consists of upgrading two existing public restrooms to include ADA compliant plumbing fixtures and accessories, as well as replacing the existing aluminum storefront entry doors with automatic sliding doors.

Rosemead Library Americans with Disabilities Act Refurbishment Project

The Rosemead Library is a 29,860-square-foot, single-story structure located at 8800 Valley Boulevard, Rosemead, CA 91770. The scope of the project consists of upgrading two existing public restrooms to include ADA compliant plumbing fixtures and

accessories, as well as replacing existing aluminum storefront entry doors with automatic sliding doors.

Public Works will complete the design for these projects using a Board-approved on-call consultant and is seeking approval from the Board to complete the construction using Board-approved JOCs. It is anticipated that construction will begin in September 2022 and will be completed by February 2023.

Green Building/Sustainable Design Program

The proposed projects will support the Board's Green Building/Sustainable Design Program by including energy and water efficient fixtures as part of the restroom refurbishments.

#### Implementation of Strategic Plan Goals

These recommendations support the County Strategic Plan: Strategy III.3, Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability, Objective III.3.2, Manage and Maximize County Assets by investing in public infrastructure that will improve the operational effectiveness of existing County assets.

### FISCAL IMPACT/FINANCING

El Monte Library Americans with Disabilities Act Refurbishment Project

The total project cost for the El Monte Library ADA Refurbishment Project, Capital Project No. 87865, is estimated at \$927,000, which includes design, consultant services, plan check services, construction, and County services. The facility design and consultant services costs of \$97,000 are paid from Various ADA Program Compliance Projects, Capital Project No. 87052. Approval of the appropriation adjustment (see Enclosure A) will transfer \$754,000 of prior year net County cost from Various ADA Program Compliance Program Compliance Projects, Capital Project No. 87052, and \$76,000 from Los Angeles County Library Services and Supplies budget to fully fund the project.

Rosemead Library Americans with Disabilities Act Refurbishment Project

The total project cost for the Rosemead Library ADA Refurbishment Project, Capital Project No. 87866, is estimated at \$1,074,000, which includes design, consultant services, plan check services, construction, and County services. The facility design and consultant services costs of \$93,000 are paid from Various ADA Program Compliance Projects, Capital Project No. 87052. Approval of the appropriation adjustment (see Enclosure A) will transfer \$863,000 of prior year net County cost from Various ADA

Program Compliance Projects, Capital Project No. 87052, and \$118,000 from Los Angeles County Library Services and Supplies budget to fully fund the project.

The Project Schedule and Budget Summary for each of the projects is included in Enclosure B.

### Operating Budget Impact

The Los Angeles County Library and Chief Executive Office does not anticipate any one-time, start-up costs or an increase in ongoing maintenance and operational costs following completion of the projects.

### FACTS AND PROVISIONS/LEGAL REQUIREMENTS

In accordance with Board Policy 5.270, Countywide Local and Targeted Worker Hiring, for these two projects, which have total budgets between \$500,000 and \$2,500,000, will include best effort hiring goals of at least 30 percent of the California construction labor hours each to be performed by qualified Local Residents and will not include the "Targeted Worker" component.

In accordance with the Board's Civic Art Policy, adopted on December 7, 2004, and last amended on August 4, 2020, the project budget for the El Monte Library ADA Refurbishment Project includes one percent of eligible design and construction costs for a total of \$6,000 to be allocated to the Civic Art Fund. The project budget for the Rosemead Library ADA Refurbishment Project includes one percent of eligible design and construction costs for a total of \$6,700 to be allocated to the Civic Art Fund.

### ENVIRONMENTAL DOCUMENTATION

The recommended actions related to the EI Monte and Rosemead Libraries ADA Refurbishment Projects are categorically exempt from CEQA. They consist of refurbishing existing library facilities to meet current ADA accessibility requirements. The projects are within certain classes of projects that have been determined not to have a significant effect on the environment in that they meet the criteria set forth in Sections 15301 (a), (d), (f), and (l); and 15302 (c) of the State CEQA Guidelines; and Classes 1 (c), (d), (i), (l); and 2 of the County's Environmental Document Reporting Procedures and Guidelines, Appendix G. The projects provide for refurbishment, addition of safety features, replacement, and minor alterations of existing library facilities involving negligible or no expansion of an existing use and where replacement features will have the same purpose and capacity.

Additionally, both projects will comply with all applicable regulations and are not located in a sensitive environment. There are no cumulative impacts, unusual circumstances, The Honorable Board of Supervisors August 2, 2022 Page 5

damage to scenic highways, listing on hazardous waste sites complied pursuant to Government Code Section 65962.5, or indications that the projects may cause a substantial adverse change in the significance of a historical resource that would make the exemptions inapplicable based on the records of both projects.

Upon the Board's approval of the projects, Public Works will file a separate Notice of Exemption for each project with the Registrar-Recorder/County Clerk in accordance with Public Resources Code Section 21152 and will post the notices to the County's website pursuant to Section 21092.2.

### CONTRACTING PROCESS

Public Works will complete the design for the two projects using a Board-approved, on-call consultants and is recommending the use of Board-approved JOCs to complete construction of both projects. The scope for each of the projects consists of remodeling and alteration work, and JOC is an appropriate contracting method to deliver such projects.

# IMPACT ON CURRENT SERVICES (OR PROJECTS)

There will be no impact on current County services or projects during the performance of the recommended actions. The libraries will remain open to the public during construction, and the contractor will be required to phase and coordinate construction activities with the County to minimize disruption of public access to the libraries.

The Honorable Board of Supervisors August 2, 2022 Page 6

#### **CONCLUSION**

Please return one adopted copy of this Board letter to Public Works, Project Management Division II.

Respectfully submitted,

MARK PESTRELLA, PE Director of Public Works

MP:SK:mm

Enclosures

c: Department of Arts and Culture (Civic Art Division) Chief Executive Office (Capital Programs Division) County Counsel Executive Office Los Angeles County Library

August 2, 2022

PINK

BA FORM 11162021

BOARD OF SUPERVISORS OFFICIAL COPY

			July 20, 2022	
COUNTY OF LOS ANGELES				
REQUEST FOR APPROPRIATION ADJUSTMENT				
	DEPARTMENT OF CHIEF EXECUTIVE OFFICER			
AUDITOR-CONTROLLER: THE FOLLOWING APPROPRIATION ADJUSTMENT IS DEEMED NECESSARY BY THIS DEPARTMENT. PLEASE CONFIRM THE ACCOUNTING ENTRIES AND AVAILABLE BALANCES AND FORWARD TO THE CHIEF EXECUTIVE OFFICER FOR HER RECOMMENDATION OR ACTION.				
	FY 2	D AND REASONS THEREFORE 2022-23		
	4 -	VOTES		
SOUR BA DETAIL - SEE ATTACHMENT PAGE 1	CES	USE: BA DETAIL - SEE ATTACHMENT PAGE 1	5	
SOURCES TOTAL	\$ 2,005,000	USES TOTAL	\$ 2,005,000	
JUSTIFICATION				
Reflects the transfer of \$1,617,000 from		e Projects, Capital Project No. 87052 and		
	- · ·	l Monte Library ADA Refurbishment Proje oject No. 87866, to fully fund the projec		
		Amir	Alam Digitally signed by Amir Alam Date: 2022.06.29 16:22:19	
		AUTHORIZED SIGNATURE AMIR	ALAM, MANAGER, CEO	
BOARD OF SUPERVISOR'S APPROVAL (AS	REQUESTED/REVISED)			
REFERRED TO THE CHIEF EXECUTIVE OFFICER FOR	ACTION	APPROVED AS REQUESTED		
	RECOMMENDATION Digitally signed by Lan	APPROVED AS REVISED		
AUDITOR-CONTROLLER	BY Lan Sam Date: 2022.06.30 09:39:56-07'00'	CHIEF EXECUTIVE OFFICER	ВҮ	
в.а. NO. 008	June 30, 2022		DATE June 30, 2022	

#### COUNTY OF LOS ANGELES REQUEST FOR APPROPRIATION ADJUSTMENT

ENCLOSURE A August 2, 2022

	FY 2	022-23		
	4 - 1	VOTES		
SOURCES		USES		
VARIOUS CAPITAL PROJECTS		LA COUNTY LIBRARY		
VARIOUS ADA PROGRAM COMPLIANCE PROJECTS		EI MONTE LIBRARY ADA REFURBISHMENT PROJECT		
A01-CP-6014-65099-87052		A01-CP-6014-65044-87865		
CAPITAL ASSETS - B & I		CAPITAL ASSETS - B & I		
DECREASE APPROPRIATION	1,617,000	INCREASE APPROPRIATION		830,000
		LA COUNTY LIBRARY		
LA COUNTY LIBRARY		ROSEMEAD LIBRARY ADA REFURBISHMENT PROJECT		
B06-PL-2000-41200		A01-CP-6014-65044-87866		
SERVICES & SUPPLIES		CAPITAL ASSETS - B & I		
DECREASE APPROPRIATION	194,000	INCREASE APPROPRIATION		981,000
LA COUNTY LIBRARY				
EI MONTE LIBRARY ADA REFURBISHMENT PROJECT		LA COUNTY LIBRARY		
A01-CP-96-9919-65044-87865		B06-PL-6100-41200		
OPERATING TRANSFERS IN - CAPITAL PROJECTS		OTHER FINANCING USES		
INCREASE REVENUE	76,000	INCREASE APPROPRIATION		194,000
LA COUNTY LIBRARY				
ROSEMEAD LIBRARY ADA REFURBISHMENT PROJECT				
A01-CP-96-9919-65044-87866				
OPERATING TRANSFERS IN - CAPITAL PROJECTS				
INCREASE REVENUE	118,000			
SOURCES TOTAL	\$ 2,005,000	USES TOTAL	Ś	2,005,000

ENCLOSURE B August 2, 2022

#### CONSTRUCTION CONTRACT CONSTRUCTION MANAGEMENT CORE SERVICE AREA EL MONTE LIBRARY AMERICANS WITH DISABILITIES ACT REFURBISHMENT PROJECT ROSEMEAD LIBRARY AMERICANS WITH DISABILITIES ACT REFURBISHMENT PROJECT ESTABLISH AND APPROVE CAPITAL PROJECTS APPROVE APPROPRIATION ADJUSTMENT APPROVE USE OF JOB ORDER CONTRACT SPECS. 7829 AND 7830; CAPITAL PROJECT NOS. 87865 AND 87866 (FISCAL YEAR 2022-23) (SUPERVISORIAL DISTRICT 1) (4 VOTES)

#### I. PROJECT SCHEDULE – EL MONTE LIBRARY AMERICANS WITH DISABILITIES ACT REFURBISHMENT PROJECT

Project Activity	Completion Date
Construction Documents	March 2022*
Jurisdictional Approvals	July 2022*
Construction	
Substantial Completion	February 2023
Project Acceptance	March 2023

\*Indicates a completed activity

#### II. PROJECT SCHEDULE – ROSEMEAD LIBRARY AMERICANS WITH DISABILITIES ACT REFURBISHMENT PROJECT

Project Activity	Completion Date
Construction Documents	March 2022*
Jurisdictional Approvals	July 2022*
Construction	
Substantial Completion	February 2023
Project Acceptance	March 2023

\*Indicates a completed activity

## III. PROJECT BUDGET – EL MONTE LIBRARY AMERICANS WITH DISABILITIES ACT REFURBISHMENT PROJECT

Budget Category	Budget
Construction	
Job Order Construction Contract	\$548,000
Civic Art	\$6,000
Change Orders	\$82,000
Gordian Fee	\$13,200
Subtotal	\$649,200
Plans and Specifications	\$57,000
Consultant Services	\$20,000
Miscellaneous Expenditures	\$11,000
Jurisdictional Reviews	\$26,600
County Services	\$163,200
Total	\$927,000

## IV. PROJECT BUDGET – ROSEMEAD LIBRARY AMERICANS WITH DISABILITIES ACT REFURBISHMENT PROJECT

Budget Category	Budget
Construction	
Job Order Construction Contract	\$652,000
Civic Art	\$6,700
Change Orders	\$97,000
Gordian Fee	\$15,700
Subtotal	\$771,400
Plans and Specifications	\$57,000
Consultant Services	\$24,000
Miscellaneous Expenditures	\$11,200
Jurisdictional Reviews	\$26,600
County Services	\$183,800
Total	\$1,074,000

# BOARD LETTER/MEMO CLUSTER FACT SHEET

⊠ Board Letter		Board Memo	□ Other
CLUSTER AGENDA REVIEW DATE	7/20/2022		
BOARD MEETING DATE	8/9/2022		
SUPERVISORIAL DISTRICT AFFECTED	All 1 <sup>st</sup>	2 <sup>nd</sup> 3 <sup>rd</sup> 4 <sup>th</sup> 5 <sup>th</sup>	
DEPARTMENT(S)			
	Agricultural Commis	sioner/Weights and Measures (A	ACWM)
SUBJECT	The Department of Agricultural Commissioner/Weights and Measures (ACWM) is requesting approval of an agreement with the California Department of Food and Agriculture (CDFA) to perform wholesale egg inspection services for the CDFA Egg Safety and Quality Management Program (ESQM).		
PROGRAM	Pest Exclusion/Proc	luce Quality	
AUTHORIZES DELEGATED AUTHORITY TO DEPT	🗌 Yes 🛛 No		
SOLE SOURCE CONTRACT	🗌 Yes 🛛 No		
	If Yes, please explain w	hy:	
DEADLINES/ TIME CONSTRAINTS	Current contract wit	h CDFA ends June 30, 2022	
COST & FUNDING	Total cost: \$140,186.44	Funding source: CDFA	
	TERMS (if applicable):		
	Explanation:		
	Under this agreement, CDFA will provide funding up to \$140,186.44 for work performed by ACWM for the period July 1, 2022, through June 30, 2023. ACWM will be fully reimbursed for eligible expenses up to the maximum allowable amount of the agreement. The revenue was included in the Department's Fiscal Year 2022-2023 Final Adopted Budget.		
PURPOSE OF REQUEST	We are requesting that the Board of Supervisors:		
	<ol> <li>Approve and instruct the Agricultural Commissioner/Director of Weights and Measures (Commissioner/Director) to sign the accompanying agreement with the CDFA, which reimburses the County up to \$140,186.44 for wholesale egg inspection services for one year, beginning July 1, 2022.</li> </ol>		

	<ol> <li>Delegate authority to the Commissioner/Director, or his designee, to sign amendments to this agreement that are consistent with the requirements of the Agreement referenced above that amend the amount and Scope of Work, subject to:         <ol> <li>prior review and approval as to form by County Counsel; and</li> <li>the Commissioner/Director providing written notification to your Board.</li> </ol> </li> </ol>
BACKGROUND (include internal/external issues that may exist including any related motions)	Approval of the recommended actions will enable ACWM to conduct State Compliance and Risk-Based Inspections (CRBI) of eggs at wholesale facilities in Los Angeles County. The purpose of CRBI is to ensure egg quality and safety compliance and to concentrate inspections on egg handlers not achieving a 90% compliance rate or better.
	Statewide, ESQM seeks to inspect 1% of all cases of eggs available annually. By utilizing a CRBI matrix, the inspection rate will drop to 0.5% (one half percent of eggs available) for companies that consistently achieve quality compliance and an acceptable level of food safety compliance, thus allowing inspectors to concentrate inspection efforts on wholesale facilities that need closer monitoring. Inspections are performed as provided in the Food and Agricultural Code, Division 2, Part 4, Chapter 1 (commencing with Section 27501); the California Code of Regulations, Title 3, Subchapter 3, and any applicable State policies and procedures.
EQUITY INDEX OR LENS WAS UTILIZED	☐ Yes ⊠ No If Yes, please explain how:
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	☐ Yes ⊠ No If Yes, please state which one(s) and explain how:
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: KURT E. FLOREN Agricultural Commissioner/ Director of Weights and Measures (626) 575-5451 <u>KFloren@acwm.lacounty.gov</u>

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:

### APPROVAL OF AGREEMENT #22-0646-000-SA WITH THE CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE FOR EGG QUALITY CONTROL (ALL DISTRICTS) (3 VOTES)

### **SUBJECT**

The Department of Agricultural Commissioner/Weights and Measures (ACWM) is requesting approval of an agreement with the California Department of Food and Agriculture (CDFA) to perform wholesale egg inspection services for the CDFA Egg Safety and Quality Management Program (ESQM).

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

- 1. Approve and instruct the Agricultural Commissioner/Director of Weights and Measures (Commissioner/Director) to sign the accompanying agreement with the CDFA, which reimburses the County up to \$140,186.44 for wholesale egg inspection services for one year, beginning July 1, 2022.
- Delegate authority to the Commissioner/Director, or his designee, to sign amendments to this agreement that are consistent with the requirements of the Agreement referenced above that amend the amount and Scope of Work, subject to: 1) prior review and approval as to form by County Counsel; and 2) the Commissioner/Director providing written notification to your Board.

### PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommended actions will enable ACWM to conduct State Compliance and Risk-Based Inspections (CRBI) of eggs at wholesale facilities in Los Angeles County. The purpose of CRBI is to ensure egg quality and safety compliance and to concentrate inspections on egg handlers not achieving a 90% compliance rate or better.

Statewide, ESQM seeks to inspect 1% of all cases of eggs available annually. By utilizing a CRBI matrix, the inspection rate will drop to 0.5% (one half percent of eggs available) for companies that consistently achieve quality compliance and an acceptable level of food safety compliance, thus allowing inspectors to concentrate inspection efforts on wholesale facilities that need closer monitoring.

Inspections are performed as provided in the Food and Agricultural Code, Division 2, Part 4, Chapter 1 (commencing with Section 27501); the California Code of Regulations, Title 3, Subchapter 3, and any applicable State policies and procedures.

## Implementation of Strategic Plan Goals

The action supports the County Strategic Plan through the following Strategy:

Goal III – Realize Tomorrow's Government Today - Strategy III.3: Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability – By Maximizing Revenue and Leveraging Resources (III.3.1) to increase consumer confidence, the promotion of a fair and equitable marketplace for egg producers and market operators, and greater collaboration among State and County partners.

# FISCAL IMPACT/FINANCING

Under this agreement, CDFA will provide funding up to \$140,186.44 for work performed by ACWM for the period July 1, 2022, through June 30, 2023. ACWM will be fully reimbursed for eligible expenses up to the maximum allowable amount of the agreement. The revenue was included in the Department's Fiscal Year 2022-2023 Final Adopted Budget.

# FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

The contract applies to the period of July 1, 2022, through June 30, 2023.

ACWM is mandated by Food and Agricultural Code, Division 2, Chapter 2, Sections 2281 & 2282 to administer the egg quality control enforcement program at the local level.

Agreement #22-0646-000-SA has been reviewed by County Counsel and is approved as to form.

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

The recommended Board action will support program services for the entire 2022-2023 Fiscal Year.

Respectfully submitted,

KURT E. FLOREN Agricultural Commissioner Director of Weights and Measures

KEF:MR:ar

Attachment

c: Chief Executive Officer Executive Officer; Board of Supervisors County Counsel Auditor Controller State of California, Department of Food and Agriculture AGREEMENT GAU-03 (Rev.5-2022)

# COOPERATIVE AGREEMENT SIGNATURE PAGE

AGREEMENT NUMBER 22-0646-000-SA

## 1. <u>This Agreement is entered into between the State Agency and the Recipient named below:</u> STATE AGENCY'S NAME

## CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE (CDFA)

RECIPIENT'S NAME

## COUNTY OF LOS ANGELES

- 2. The Agreement Term is: July 1, 2022 through June 30, 2023
- **3**. The maximum amount of this Agreement is: \$140,186.44
- **4**. The parties agree to comply with the terms and conditions of the following exhibits and attachments which are by this reference made a part of the Agreement:

Exhibit A: Recipient and Project Information2 Page(s)Exhibit B: General Terms and Conditions5 Page(s)Exhibit C: Payment and Budget Provisions2 Page(s)

Attachments: Scope of Work and Budget

# IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

RECIPIENT	
-----------	--

RECIPIENT'S NAME (Organization's Name) COUNTY OF LOS ANGELES		APPROVED AS TO FORM Rodrigo A. Castro-Silva
BY (Authorized Signature)	DATE SIGNED	County Counsel Brian T. Chu Principal Deputy Co.Co.

### PRINTED NAME AND TITLE OF PERSON SIGNING

Kurt E. Floren, Agricultural Commissioner/Director of Weights and Measures

#### ADDRESS

12300 Lower Azusa Road, Arcadia, CA 91006

### **STATE OF CALIFORNIA**

AGENCY NAME

# CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE (CDFA)

ΒY	(Authorized	Signature)
Ľ		

#### DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING

### LAURA RODRIGUEZ, STAFF SERVICES MANAGER I, OFFICE OF GRANTS ADMINISTRATION

ADDRESS
1220 N STREET, ROOM 120
SACRAMENTO, CA 95814

# EXHIBIT A

## **RECIPIENT AND PROJECT INFORMATION**

 CDFA hereby awards an Agreement to the Recipient for the project described herein: Provide monthly wholesale and production shell egg inspections at point of origin. Help ensure that shell eggs sold in California have been properly handled, labeled, transported, refrigerated, and are safe.

Project Title: County CRBI Egg Inspections

**2**. The Managers for this Agreement are:

FOR CDFA:		FOR RECIPIENT:	
Name:	Penny Arana	Name:	Kurt Floren
Division/Branch:	AHFSS / Meat, Poultry, and Egg Safety	Organization:	County of Los Angeles
Address:	1220 N Street	Address:	12300 Lower Azusa Road
City/State/Zip:	Sacramento, CA 95833	City/State/Zip:	Arcadia, CA 91006
Phone:	916-203-1497	Phone:	626-575-5451
Email Address:	penny.arana@cdfa.ca.gov	Email Address:	losangag@acwm.lacounty.gov

**3.** The Grant Administrative Contacts for this Agreement are:

FOR CDFA:		FOR RECIPIENT:	
Name:	Penny Arana	Name:	Max Regis
Division/Branch:	AHFSS / Meat, Poultry, and Egg Safety	Organization:	LA Co. Agric. Comm./Wts. & Meas.
Address:	1220 N Street	Address:	11012 Garfield Avenue
City/State/Zip:	Sacramento, CA 95833	City/State/Zip:	South Gate, CA 90280
Phone:	916-203-1497	Phone:	562-622-0421
Email Address:	penny.arana@cdfa.ca.gov	Email Address:	mregis@acwm.lacounty.gov

FISCAL CONTACT FOR RECIPIENT (if different from above):
Name:
Organization:
Address:
City/State/Zip:
Phone:
Email Address:

## 4. **RECIPIENT: Please check appropriate box below:**

Research and Development (R&D) means all research activities, both basic and applied, and all development activities that are performed by non-Federal entities. The term research also includes activities involving the training of individuals in research techniques where such activities utilize the same facilities as other R&D activities and where such activities are not included in the instruction function.

This award  $\Box$  does  $\boxtimes$  does not support R&D.

5. For a detailed description of activities to be performed and duties, see Scope of Work and Budget.

## EXHIBIT B

## GENERAL TERMS AND CONDITIONS

#### 1. Approval

This Agreement is of no force or effect until signed by both parties. The Recipient may not invoice for activities performed prior to the commencement date or completed after the termination date of this Agreement.

## 2. Agreement Execution

Unless otherwise prohibited by state law, regulation, or Department or Recipient policy, the parties agree that an electronic copy of a signed Agreement, or an electronically signed Agreement, has the same force and legal effect as an Agreement executed with an original ink signature. The term "electronic copy of a signed Agreement" refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of an original signed Agreement in a portable document format. The term "electronically signed Agreement" means an Agreement that is executed by applying an electronic signature using technology approved by all parties.

#### 3. Assignment

This Agreement is not assignable by the Recipient, either in whole or in part, without the prior consent of the CDFA Agreement Manager or designee in the form of a formal written amendment.

#### 4. Governing Law

This Agreement is governed by and will be interpreted in accordance with all applicable State and Federal laws.

#### 5. State and Federal Law

It is the responsibility of the Recipient to know and understand which State, Federal, and local laws, regulations, and ordinances are applicable to this Agreement and the Project, as described in Exhibit A. The Recipient shall be responsible for observing and complying with all applicable State and Federal laws and regulations. Failure to comply may constitute a material breach.

### 6. Recipient Commitments

The Recipient accepts and agrees to comply with all terms, provisions, conditions and commitments of the Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and statements made by the Recipient in the application, documents, amendments, and communications in support of its request for funding.

#### 7. Performance and Assurances

The Recipient agrees to faithfully and expeditiously perform or cause to be performed all Project work as described in the Scope of Work, and to apply grant funds awarded in this Agreement only to allowable Project costs.

#### 8. Mutual Liability

Parties shall, to the extent allowed by law, each be individually liable for any and all claims, losses, causes of action, judgments, damages, and expenses to the extent directly caused by their officers, agents, or employees.

#### 9. Unenforceable Provision

In the event that any provision of this Agreement is unenforceable or held to be unenforceable, the parties agree that all other provisions of this Agreement shall remain operative and binding.

### 10. Contractors/Consultants

The Recipient assumes full responsibility for its obligation to pay its Contractors/Consultants. The Recipient is responsible to ensure that any/all contractors/consultants it engages to carry out activities under this Agreement shall have the proper licenses/certificates required in their respective disciplines. The Recipient's use of contractors/consultants shall not affect the Recipient's responsibilities under this Agreement.

## 11. Non-Discrimination Clause

The Recipient agrees that during the performance of this Agreement, it will not discriminate, harass, or allow harassment or discrimination against any employee or applicant for employment based on race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. The Recipient agrees to require the same of all contractors and consultants retained to carry out the activities under this Agreement.

The Recipient agrees that during the performance of this Agreement, the evaluation and treatment of its employees and applicants for employment are free from discrimination and harassment. The Recipient will comply with the provisions of the Fair Employment and Housing Act (Government Code section 12990 *et seq.*) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, section 7285 *et seq.*). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. The Recipient will give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining unit or other Agreement. The Recipient must include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

The Recipient agrees to require the same of all contractors and consultants retained to carry out activities under this Agreement.

# 12. Excise Tax

The State of California is exempt from federal excise taxes and no payment will be made for any taxes levied on employees' wages. The CDFA will pay for any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this Agreement. California may pay any applicable sales and use tax imposed by another State.

### 13. Disputes

The Recipient must continue with the responsibilities under this Agreement during any dispute. In the event of a dispute, the Recipient must file a "Notice of Dispute" with the CDFA Agreement Manager, identified in Exhibit A, or designee within ten (10) calendar days of discovery of the problem. The Notice of Dispute must contain the Agreement number. Within ten (10) calendar days of receipt of the Notice of Dispute, the CDFA Agreement Manager or designee must meet with the Recipient for the purpose of resolving the dispute. In the event of a dispute, the language contained within this Agreement prevails.

# 14. Termination for Convenience

This Agreement may be terminated by either party upon written notice. Notice of termination must be delivered to the other party at least thirty (30) calendar days prior to the intended date of termination. Notice of termination does not nullify obligations already incurred prior to the date of termination. In the event of Termination for Convenience of this Agreement by CDFA, CDFA must pay all responsible costs and non-cancellable obligations incurred by the Recipient as of the date of termination.

## 15. Termination for Cause

Either party may terminate this Agreement for cause in the event of a material breach of this Agreement, provided that the non-breaching party provides written notice of the material breach and ten (10) calendar days to cure the breach. If the breach is not cured to the satisfaction of the non-breaching party within ten (10) calendar days of receipt of notice, this Agreement shall automatically terminate and the CDFA shall reimburse the Recipient for all documented costs incurred up to the date of the notice of termination, including all non-cancellable obligations.

# 16. Acceptable Failure to Perform

The Recipient shall not be liable for any failure to perform as required by this Agreement, to the extent such failure to perform is caused by any of the following: labor disturbances or disputes of any kind, accidents, or the inability to obtain any required government approval to proceed, civil disorders, acts of aggression, acts of God, energy or other conservation measures, failure of utilities, mechanical breakdowns, materials shortages, disease, pandemics, or similar occurrences.

# 17. Breach

Reimbursement under this Agreement may be suspended, terminated, or both, and the Recipient may be subject to debarment if CDFA determines that the Recipient has breached the terms of this Agreement. A determination of breach may be appealed in writing to the CDFA. The appeal must be post marked within ten (10) calendar days of the date the Recipient received notification and addressed to the CDFA Legal Office of Hearing and Appeals or emailed to <u>CDFA.LegalOffice@cdfa.ca.gov</u>.

California Department of Food and Agriculture Legal Office of Hearing and Appeals 1220 N Street Sacramento, CA 95814

# 18. Non-Material Breach

The Recipient may be in material breach under this Agreement if it fails to comply with any term of this Agreement. In the event of a material breach, CDFA shall provide in writing a Notice of Breach to the Recipient within ten (10) calendar days upon discovery of breach. The Recipient shall have ten (10) calendar days from receipt of the notice to cure the breach. If the Recipient fails to cure the breach within the time prescribed by this Agreement, CDFA may do any of the following:

- A. Suspend payments;
- B. Demand repayment of all funding;
- C. Terminate the Agreement; or
- D. Take any other action deemed necessary to recover costs.

If CDFA determines that the Recipient is not in material breach but that the Project is not being implemented in accordance with the provisions of this Agreement, or that the Recipient has failed in any other respect to comply with the provisions of this Agreement, and the Recipient has failed to remedy any such failure in a reasonable and timely manner, CDFA may withhold all or any portion of the grant funding and take any other action that CDFA deems necessary to protect its interests.

Where a portion of the grant funding has been disbursed to the Recipient and CDFA notifies the Recipient of its decision not to release funds that have been withheld pursuant to paragraph 17, the portion that has been disbursed shall thereafter be repaid immediately. CDFA may consider the Recipient's refusal to repay the requested disbursed amount a material breach.

If CDFA notifies the Recipient of its decision to withhold the entire funding amount from the Recipient pursuant to this paragraph, this Agreement shall terminate upon receipt of such notice by the Recipient and CDFA shall no longer be required to provide funds under this Agreement and the Agreement shall no longer be binding on either party.

In the event CDFA finds it necessary to enforce this provision of this Agreement in the manner provided by law, the Recipient agrees to pay all enforcement costs incurred by CDFA including, if CDFA should prevail in a civil action, reasonable attorneys' fees, legal expenses, and costs related to the action.

## 19. Publicity and Acknowledgement

The Recipient agrees that it will acknowledge CDFA's support whenever projects funded, in whole or in part, by this Agreement are publicized in any news media, brochures, publications, audiovisuals, presentations or other types of promotional material and in accordance with the Grant Procedures Manual if incorporated by reference and attachment to the Agreement. The Recipients may not use the CDFA logo.

### 20. News Releases/Public Conferences

The Recipient agrees to notify the CDFA in writing at least two (2) business days before any news releases or public conferences are initiated by the Recipient or its Contractors/Consultants regarding the project described in the Attachments, Scope of Work and Budget and any project results.

## 21. Scope of Work and Budget Changes

Changes to the Scope of Work, Budget, or the Project term, must be requested in writing to CDFA Grant Administrative Contact no less than thirty (30) days prior to the requested implementation date. Any changes to the Scope of Work and Budget are subject to CDFA approval and, at its discretion, CDFA may choose to accept or deny any changes. If accepted and after negotiations are concluded, the agreed upon changes will be made and become part of this Agreement. CDFA will respond in writing within ten (10) business days as to whether the proposed changes are accepted.

### 22. Reporting Requirements

The Recipient agrees to comply with all reporting requirements specified in Scope of Work and/or Grant Procedures Manual if incorporated by reference to this Agreement as an attachment.

### 23. California State Auditor

This Agreement is subject to examination and audit by the California State Auditor for a period of three (3) years after final payment under the Agreement.

### 24. Equipment

Purchase of equipment not included in the approved Budget requires prior approval. The Recipient must comply with applicable state requirements regarding the use, maintenance, disposition, and reporting of equipment as contained in CCR, Title 3, Division 1, Chapter 5, sections 303, 311, 324.1 and 324.2.

### 25. Closeout

The Agreement will be closed out after the completion of the Project or project term, receipt and approval of the final invoice and final report, and resolution of any performance or compliance issues.

### 26. Confidential and Public Records

The Recipient and CDFA understand that each party may come into possession of information and/or data which may be deemed confidential or proprietary by the person or organization furnishing the information or data. Such information or data may be subject to disclosure under the California Public Records Act or the Public Contract Code. CDFA has the sole authority to determine whether the

information is releasable. Each party agrees to maintain such information as confidential and notify the other party of any requests for release of the information.

### 27. Amendments

Changes to funding amount or Agreement term require an amendment and must be requested in writing to the CDFA Agreement Manager or designee no later than sixty (60) calendar days prior to the requested implementation date. Amendments are subject to CDFA approval, and, at its discretion, may choose to accept or deny these changes. No amendments are possible if the Agreement is expired.

# EXHIBIT C

## PAYMENT AND BUDGET PROVISIONS

## 1. Invoicing and Payment

- A. For activities satisfactorily rendered and performed according to the attached Scope of Work and Budget, and upon receipt and approval of the invoices, CDFA agrees to reimburse the Recipient for actual allowable expenditures incurred in accordance with the rates specified herein, which is attached hereto and made a part of this Agreement.
- B. Invoices must include the Agreement Number, performance period, type of activities performed in accordance with this Agreement, and when applicable, a breakdown of the costs of parts and materials, labor charges, and any other relevant information required to ensure proper invoices are submitted for payment.
- C. Unless stated in the Scope of Work, quarterly invoices must be submitted to the CDFA Administrative Contact, within thirty (30) calendar days after the end of each quarter in which activities under this Agreement were performed.
- D. Unless stated in the Scope of Work, a final invoice will be submitted for payment no more than thirty (30) calendar days following the expiration date of this Agreement, or after project is complete, whichever comes first. The final invoice must be clearly marked "Final Invoice" thus indicating that all payment obligations of the CDFA under this Agreement have ceased and that no further payments are due or outstanding.

### 2. Allowable Expenses and Fiscal Documentation

- A. The Recipient must maintain adequate documentation for expenditures of this Agreement to permit the determination of the allowability of expenditures reimbursed by CDFA under this Agreement. If CDFA cannot determine if expenditures are allowable under the terms of this Agreement because records are nonexistent or inadequate according to Generally Accepted Accounting Principles, CDFA may disallow the expenditures.
- B. If mileage is a reimbursable expense, using a privately-owned vehicle will be at the standard mileage rate established by the United States (U.S.) Internal Revenue Service (IRS) and in effect at the time of travel. The standard mileage rate in effect at the time of travel can be found on <u>IRS's</u> website regardless of funding source/type.
- C. If domestic travel is a reimbursable expense, receipts must be maintained to support the claimed expenditures. The maximum rates allowable for travel within California are those established by the California Department of Human Resources (<u>CalHR</u>). The maximum rates allowable for domestic travel outside of California are those established by the United States General Services Administration (<u>GSA</u>).
- D. If foreign travel is a reimbursable expense, receipts must be maintained to support the claimed expenditures. The maximum rates allowable are those established in a per diem supplement to Section 925, Department of State Standardized Regulations.
- E. The Recipient will maintain and have available, upon request by CDFA, all financial records and documentation pertaining to this Agreement. These records and documentation will be kept for three (3) years after completion of the Agreement period or until final resolution of any performance/compliance review concerns or litigation claims.

## 3. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, California Government Code Title 1, Division 3.6, Part 3, Chapter 4.5, commencing with Section 927 - The California Prompt Payment Act.

# 4. Budget Contingency Clause

If funding for any fiscal year is reduced or deleted for purposes of this program, the CDFA has the option to either cancel this Agreement with no liability occurring to the CDFA or offer to amend the Agreement to reflect the reduced amount.

# STATE EGG QUALITY ENFORCEMENT WORKPLAN

July 1, 2022 – June 30, 2023

The county agrees to provide wholesale and production Compliance and Risk Based Inspection (CRBI) services for the California Department of Food and Agriculture (CDFA), Egg Safety and Quality Management (ESQM) Program. The inspections shall be performed as provided in the Food and Agricultural Code (FAC), Division 12, Part 4, Chapter 1 (commencing with Section 27501); the California Code of Regulations, Title 3, Subchapter 3, and any applicable State policies and procedures.

Any financial penalties imposed and/or "Notice of Proposed Action" by the county for violations of the laws, shall be retained in the county.

This agreement is effective from July 1, 2022 through June 30, 2023.

Payments will be made for CRBI inspections, which includes all of the following: Work completed quarterly - July 1 to September 30 (1<sup>st</sup> quarter), October 1 to December 31 (2<sup>nd</sup> quarter), January 1 to March 31 (3<sup>rd</sup> quarter), and April 1 to June 30 (4<sup>th</sup> quarter); forms required for this agreement's payment submissions include: Quarterly CRBI reports, ESQM/County Cost Agreement form, Monthly Compiler list of inspections, and the approved County Report 9 (dated 10/27/17), for each month within the quarter (forms are available upon request from ESQM).

All forms and completed inspections lists are due to the ESQM District Supervisor by the thirtieth day following the end of each quarter (listed above), as appropriate for the functions listed below:

- CRBI Wholesale Inspections
- CRBI Production Inspections

Late submission of invoices by the county will cause a delay in payments from ESQM.

### Compliance and Risk Based Inspection (CRBI) for Shell Eggs:

The County and ESQM will inspect 1% of annual cases available, provided by the company for their facilities within each county. Facilities achieving a compliance rate of 90% or better and maintaining Risk Basked Violations within an acceptable level during a period of one quarter (3 months), will allow the inspection rate to drop to 0.5% (one half percent of egg cases available). Should the compliance rate fall below 90% or Risk Based violations are beyond the acceptable levels, then inspections shall revert back to the 1% rate. CRBI will be performed monthly (refer to your county work-plan and quarterly CRBI worksheets). Re-inspections can be done at the per inspection rate; if there are no allowances left on the agreement for a re-inspection, please contact your District Supervisor and CDFA will complete as needed.

July 1, 2022 – June 30, 2023

Acceptable Levels:

- Category 1 Refrigeration issues (cold room and transport vehicles)
  - Two infractions allowed (Per three-month period)
- Category 2 Dirts (fecal), leakers, rots
  - Three infractions allowed (Per three-month period)
- Category 3 Checks, dirts (non-fecal), blood spots, meat spots, bloody whites, moldy, frozen or cooked
  - Four infractions allowed (Per three-month period)
- Category 4 Labeling issues, under-weights, undergrades
  - Five infractions allowed (Per three-month period)
- No more than seven over all combined risk-based violations allowed. (Per three-month period)

CRBI Purpose:

- Ensure quality and food safety compliance
- Focus enforcement on egg handlers and facilities that do not achieve a 90 percent compliance rate
- Allow county to focus on production and wholesale facilities requiring closer monitoring

Production Eligibility:

• Producers and/or producer/packers with a flock size of 3,000 or more layers shall participate in CRBI.

Wholesale/Distribution Eligibility:

- The baseline for wholesale and distributors shall be a minimum of 12,000 egg cases available per year.
- Wholesale and distributors with less than 12,000 egg cases per year, shall be inspected during routine retail activities.

## **Enforcement Response:**

Initially, enforcement will be centered upon an educational response, which includes an explanation on lot failures, etc., to help individuals and industry come into compliance for minor infractions of laws and regulations. Subsequent enforcement shall entail utilization of the existing compliance process.

## CRBI for Production and Wholesale Inspections:

- Conduct production and wholesale egg sample inspections <u>monthly</u>, based on CRBI, at the reported annual cases available for the fiscal year
- An "Initial Visit" includes: temperatures, labeling, internal exam, external exam, and weight tolerances. All inspection categories must be met to be considered an "Initial Visit."
- Track and report inspections and re-inspections

July 1, 2022 – June 30, 2023

- If the 90 percent compliance level is reached over a three-month period, the number of quarterly inspections shall be decreased to a rate of 0.5 percent (one-half percent) of egg cases available the following quarter.
- CRBI will revert to original levels (one percent of the annual cases available) at the beginning of the following quarter, if required compliance of 90 percent is not maintained.

## **Expected Outcome:**

- Provide a concentrated effort to inspect underperforming facilities
- Allow the county to operate an efficient egg inspection program
- Maintain acceptable compliance and risk-based levels, providing an incentive to facilities to maintain higher food safety standards

## The County Shall:

- Assign up to five Inspector/Biologist(s) (Inspector) to perform CRBI inspections that have the required commodity license to inspect eggs
- Assign only Inspectors that have attended the annual training, have passed the certified exam given by ESQM to conduct shell egg inspections and are full time employees of the county. A copy of the exam certification or other ESQM certification must be retained by the county
- Additional Training may be requested through your District Supervisor and billed using the inspection worksheets and the 100-egg samples completed during training. Mark each worksheet completed during training, with the word "TRAINING" and include the employee's name and with whom from ESQM performed the training. This will provide clear identification for ESQM's Contract Administrators verification and agreement tracking purposes. Send training inspection sheets with your regular quarterly billing cycle. Ensure the quarterly agreement amount is not exceeded.
- Provide <u>monthly</u> CRBI inspections for production and wholesale
- Provide necessary protective equipment such as: clean, dedicated rubber boots or disposable plastic shoe covers, a mask, disposable gloves and a hair net for Production and Wholesale inspections. Disposable coveralls should only be used when entering live bird areas
- Provide Release inspections for lots that have failed and have generated a Notice of Non-Compliance or Hold Tag. These reinspection's may come from a failed inspection within your county or requested by ESQM. Please provide a inspection work sheet for every release you are completing. Mileage should be included. Billing instructions will be included on the Fiscal Display page. Note: Quality Control Inspections requested by companies within your County are not allowed on this agreement.

Types of Non-compliance releases may include:

- 1. Check releases Please handle as a quality control release. Sampling is required.
- 2. Label releases Assure labeling correction has been completed. No sampling is required.

July 1, 2022 – June 30, 2023

- 3. Underweight releases Please handle as a quality control release, by completing the required samples to inspect, including weight. Sampling is required.
- 4. Temperature violation releases When a facility fails for temperature during a routine inspection, the cooler itself (not the eggs) are held off and must be corrected within 24 hours of violation time. A temperature violation is cleared by an inspector returning to take temps or assure that the eggs have been moving to a cooler that meets temperature requirements. No sampling is required.
- 5. Border Station Hold releases Upon direction of the State District Supervisor. Assure egg shipment documentation is corrected, pull, sign and return hold tag to CDFA with an Egg Inspection Worksheet. No sampling is required.
- Maintain work records for each Inspector daily, showing work performed, mileage, dozens, cases, and lots under this agreement; together with copies of the quarterly CRBI reports, ESQM/County Cost Agreement form, Monthly Compiler list of inspections, the approved County Report 9 (dated 10/27/17) for Production/Wholesale, and completed inspection sheets per inspection
- Provide copies of the CRBI worksheet to facility management after each inspection
- Submit <u>legible</u> completed ESQM inspection worksheets and county approved Report 9 for Production/Wholesale by the thirtieth calendar day of the following month to the ESQM District Supervisor
- Assign a contact for agreement and billing inquiries and send to ESQM's agreement manager Penny Arana at: <a href="mailto:penny.arana@cdfa.ca.gov">penny.arana@cdfa.ca.gov</a>
- All allowable expenses are located on the Funding Display page of your agreement
- <u>Submit completed, quarterly billing by the thirtieth calendar day after the quarter</u> <u>ends</u>; mail <u>or email</u>, all the completed forms to the State District Supervisor in your area; including completed copies of: quarterly CRBI reports, ESQM/County Cost Agreement form, Monthly Compiler list of inspections, the approved County Report 9 (10/27/17), and a copy of the completed inspection worksheets for each inspection
- Ensure inspection **100-egg samples are completed each month** and within the quarter or forfeit any samples remaining. Inspection samples will start over each quarter (100-egg Sample is based on a per facility basis (CRBI), using CCR 1353.6 to formulate each company's 100-egg sample schedule).
- Maintain all records for a period of three years after final payment is received
- Permit ESQM to inspect such books, records, accounts, and other materials relevant to this agreement
- The county shall adhere to biosecurity protocols at CRBI Production facilities. ESQM does not provide car washes, personal protection respirators and/or dust masks for this agreement.
- The County shall have available a supply of personal protection equipment, including equipment supplied by ESQM, which includes: Hair nets, disposable booties and/or boot covers. Will supply Tyvek coveralls only in facilities that have live birds. These items shall be requested through your assigned ESQM District Supervisor

July 1, 2022 – June 30, 2023

• Furnish necessary inspection equipment, Personal Protective Equipment not otherwise covered by ESQM, transportation, office space, supplies, and administrative support services for carrying out the inspection work under this agreement

Failure to meet the above requirements will result in a County Agricultural Commissioner's compliance meeting and a possible revision of the current agreement as provided in the FAC, Division 12, Part 4, Chapter 1, Article 5, Section 27566.

## State Oversight and Expectations:

- ESQM shall provide annual training for county shell egg inspectors and provide one-onone training to those county personnel that do not pass the online exam on the third attempt
- ESQM shall provide certification of completion to inspectors that have completed the annual training and passed the final exam
- ESQM shall gather the annual cases available worksheet for qualifying CRBI Producer/Wholesale facilities in preparation for calculating CRBI worksheets and agreement for the current fiscal year agreements
- ESQM will maintain a working file of all inspection worksheets for each county, completed per quarter, including any reinspection's that were requested by ESQM Staff
- ESQM shall reimburse up to the approved amount on your Funding Display, the appropriate personal protection equipment for facility inspections, per contractual year. This equipment includes: Tyvek coveralls, hairnets, booties and/or boot covers (does not include: nitrile gloves, disinfectants, respirators/dust masks or biosecurity car washes). Prior approval from your District Supervisor must be made, prior to purchase. Please include a detailed copy of your receipt with your quarterly invoice
- ESQM shall provide training materials, forms, manuals as needed on an on-going basis
- ESQM shall conduct quarterly, comparative 100-egg samples within the county to confirm compliance rates and food safety standards are being recorded correctly
- ESQM shall review all reports provided by the county and provide feedback as to the efficiency of the county program

## County of Los Angeles Funding and Inspection Display STATE ENFORCEMENT 2022/2023 Fiscal Year

*PRODUCTION INSPECT	ION	<b>*WHOLESALE INSPECTION</b>			
**Funding Per 100-egg Samples	\$72.04	**Funding Per 100-egg Samples	\$72.04		
Total 100-egg Samples to be Inspected for Fiscal Year 22/23	0	Total 100-egg Samples to be Inspected for Fiscal Year 22/23	1,836		
Quarterly 100-egg Samples to be Inspected	0	Quarterly 100-egg Samples to be Inspected	459		
<sup>1</sup> Quarterly Funding	\$0.00	<sup>1</sup> Quarterly Funding	\$33,066.36		
Maximum Funding for 100-egg Samples	\$0.00	Total Inspection Funding	\$132,265.44		
<sup>2</sup> Allowed mileage for FY 22/23	\$0.00	<sup>2</sup> Allowed mileage for FY 22/23	\$7,371.00		
Total Funding for Production for FY 22/23	\$0.00	Total Funding for Wholesale for FY 22/23	\$139,636.44		

<sup>3</sup> Allowed administrative costs @ (\$75.00/per quarter)	\$300.00
<sup>₄</sup> Training costs up to (5) employees/ per year @ \$50/per emp.)	\$250.00
***TOTAL FUNDING for Fiscal Year 2022/2023	\$140,186.44

'The county may charge up to the quarterly contract limit for Wholesale \$33,066.36/per quarter.

<sup>2</sup>Mileage is based on the prior fiscal year's amount, the amount for this fiscal year is <u>12,600.</u> Miles were calculated at the federal approved rate for calendar year 2022 at \$0.585. The county may charge up to the approved mileage amount of <u>\$7,371.00</u> and is able to change the rate when the federal rate changes for each contractual year. Mileage should start and finish at Headquarters, home, or previous inspection, whichever is the shortest distance.

<sup>3</sup>The county may charge for allowable administrative costs at (\$75.00/per quarter).

<sup>4</sup>Training cost up to five employees (four inspectors and one supervisor) and up to \$50.00 per employees will be reimbursable if the county employees attend workshops instructed by CDFA. The allowable training expenses will be subtracted from the county's "Total Funding" for the Fiscal Year 2022/2023. A prior approval for the training from your District Supervisor is required for reimbursements. Invoicing for reimbursements for Field Training with CDFA Supervisors, please see State Egg Quality Enforcement Workplan, under County Shall (page 3).

\*Production/Wholesale Inspections will be performed regularly during the quarter to assure consistent compliance. Consideration will be given to compliance history and food safety violations in determining frequency of inspections at Production/Wholesale sites.

\*\*Re-inspections for Labeling, Temperature and Border Station violations at CRBI Production and Wholesale facilities the County shall be reimbursed at (1) 100 egg sample rate, plus mileage, ONLY. Please provide Inspection Worksheet stating what work was done and what is being billed.

For Re-inspections for Check or Underweights at CRBI Production and Wholesale facilities, the County shall be reimbursed per 100-egg sample rate/per lot size according to full official sampling schedule (as stated in CCR 1353.6). The county is required to keep within the contract's allowable funding and provide monthly CRBI inspections, as stated on page (1) under "Compliance and Risk Based Inspection (CRBI) Shell Eggs and page (3-4) under "The County Shall," of your County's "State Egg Quality Control Workplan," plus mileage. Please provide Inspection Worksheet stating what work was done and what is being billed. Please Note: Quality Control Inspections requested by companies within your County are not allowed on this agreement.

\*\*\*Approved Personal Protection Equipment (PPE) for Production inspections may be reimbursed up to \$150.00. Approved PPE is listed on the State Egg Quality Enforcement Workplan, under County Shall (page 5). <u>Please include a copy of a detailed</u> <u>receipt with your Quarterly Invoice</u>. A prior approval for the PPE from your District Supervisor is required for reimbursements. The allowable PPE expenses will be subtracted from the county's "Total Funding" for the Fiscal Year 2022/2023.

## BOARD LETTER/MEMO CLUSTER FACT SHEET

⊠ Board Letter		oard Memo	□ Other				
CLUSTER AGENDA REVIEW DATE	7/20/2022						
BOARD MEETING DATE	8/9/2022						
SUPERVISORIAL DISTRICT AFFECTED	All 1st	2 <sup>nd</sup> 3 <sup>rd</sup> 4 <sup>th</sup> 5 <sup>th</sup>					
DEPARTMENT(S)	Agricultural Commis	sioner/Weights and Meas	ures (ACWM)				
SUBJECT	Food and Agriculture Agricultural Commis \$108,975 for inspected ensure compliance	n agreement with the Calif e (CDFA) that reimburses sioner/Weights and Measu tions conducted at retail m with California Business ar sing signage, petroleum pu	the Department of ures (ACWM) up to otor fuel stations to nd Professions Code				
PROGRAM	Weight and Measure	es Bureau					
AUTHORIZES DELEGATED AUTHORITY TO DEPT	🗌 Yes 🛛 No						
SOLE SOURCE CONTRACT	🗌 Yes 🛛 No	🗌 Yes 🛛 No					
	If Yes, please explain why:						
DEADLINES/ TIME CONSTRAINTS	Current contract with CDFA ends June 30, 2022						
COST & FUNDING	Total cost: \$ No NCC	Funding source: N/A					
	TERMS (if applicable): N/A						
	Explanation:						
	\$108,975 for work p through June 30, 20 budgeted in ACWM	nt, the CDFA will reimburs erformed by ACWM for the 23. The revenue included s Fiscal Year 2022-2023 b ated with this agreement.	e period of July 1, 2022, in this agreement is				
PURPOSE OF REQUEST	We are requesting t	hat the Board of Superviso	ors:				
	Weights and Me accompanying a	truct the Agricultural Comm asures (Commissioner/Dire greement (22-0118-000-S County up to \$108,975 for t	ector) to sign the A) with the CDFA, which				

	2022, through June 30, 2023, for inspections conducted at retail gas stations.
	2. Delegate authority to the Commissioner/Director, or his designee, to prepare, sign and execute future amendments to the Agreement, including amending the Agreement amount and Scope of Work, provided that: 1) Approval of County Counsel as to form is obtained prior to any such amendments; and 2) the Commissioner/Director notifies your Board in writing within 30 days after execution of each amendment.
BACKGROUND (include internal/external issues that may exist including any related motions)	Approval of the first recommendation will allow the Commissioner/Director to execute an agreement that will allow the ACWM to continue the long-standing contractual and mutually- beneficial relationship with CDFA. Approval of the second recommendation will allow the Commissioner/Director to execute amendments to the agreement's Scope of Work to fit CDFA's needs and ACWM's resources.
	For the past 30 years, CDFA has contracted with ACWM to enforce California Business and Professions Code, Division 5, Chapters 14, 14.5, and 15, pertaining to retail motor fuel station advertising signage, petroleum product labeling, and quality standards. CDFA wishes to continue reimbursing the Department for these enforcement activities.
	It is within the scope of the mission of the ACWM to ensure that the residents of the County are protected from deceptive advertising practices that could take place at retail gasoline stations. The ACWM is also directed by law to protect consumers from being sold petroleum products that fail to meet established quality standards. ACWM inspectors issued over 200 notices of violation to retail motor fuel stations during fiscal year 2021/2022 for violations of Chapters 14, 14.5, and 15 of the Business and Professions Code.
EQUITY INDEX OR LENS WAS UTILIZED	☐ Yes ⊠ No If Yes, please explain how:
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	☐ Yes ⊠ No If Yes, please state which one(s) and explain how:
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: KURT E. FLOREN Agricultural Commissioner/ Director of Weights and Measures (626) 575-5451 <u>KFloren@acwm.lacounty.gov</u>

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:

## APPROVAL OF PETROLEUM PRODUCTS AGREEMENT WITH THE CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE FOR INSPECTING RETAIL MOTOR FUEL STATIONS (ALL DISTRICTS – 3 VOTES)

## SUBJECT

Annual renewal of an agreement with the California Department of Food and Agriculture (CDFA) that reimburses the Department of Agricultural Commissioner/Weights and Measures (ACWM) up to \$108,975 for inspections conducted at retail motor fuel stations to ensure compliance with California Business and Professions Code pertaining to advertising signage, petroleum product labeling, and quality standards.

## IT IS RECOMMENDED THAT THE BOARD:

- Approve and instruct the Agricultural Commissioner/Director of Weights and Measures (Commissioner/Director) to sign the accompanying agreement (22-0118-000-SA) with the CDFA, which reimburses the County up to \$108,975 for the period of July 1, 2022, through June 30, 2023, for inspections conducted at retail gas stations.
- 2. Delegate authority to the Commissioner/Director, or his designee, to prepare, sign and execute future amendments to the Agreement, including amending the Agreement amount and Scope of Work, provided that: 1) Approval of County Counsel as to form is obtained prior to any such amendments; and 2) the Commissioner/Director notifies your Board in writing within 30 days after execution of each amendment.

## PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION:

Approval of the first recommendation will allow the Commissioner/Director to execute an agreement that will allow the ACWM to continue the long-standing contractual and mutually-beneficial relationship with CDFA. Approval of the second recommendation will allow the Commissioner/Director to execute amendments to the agreement's Scope of Work to fit CDFA's needs and ACWM's resources.

For the past 30 years, CDFA has contracted with ACWM to enforce California Business and Professions Code, Division 5, Chapters 14, 14.5, and 15, pertaining to retail motor fuel station advertising signage, petroleum product labeling, and quality standards. CDFA wishes to continue reimbursing the Department for these enforcement activities.

It is within the scope of the mission of the ACWM to ensure that the residents of the County are protected from deceptive advertising practices that could take place at retail gasoline stations. The ACWM is also directed by law to protect consumers from being sold petroleum products that fail to meet established quality standards. ACWM inspectors issued over 200 notices of violation to retail motor fuel stations during fiscal year 2021/2022 for violations of Chapters 14, 14.5, and 15 of the Business and Professions Code.

## Implementation of Strategic Plan Goals

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

- Goal III Realize Tomorrow's Government Today Strategy III.3.1 Maximize Revenue – Maximizing revenue by leveraging resources to achieve mutual objectives, protect consumers, increase consumer confidence, promote a fair and equitable marketplace, and greater collaboration among State and County partners. County residents benefit when the more than 1850 retail motor fuel stations maintain accurate, easily-visible advertising displays at the street and at the dispensers. They further benefit when various products, including lubricants, antifreeze, and gasoline, are properly identified as to their uses and suitabilities.
- Goal III Realize Tomorrow's Government Today Strategy III.3.2 Manage and Maximize County Assets – Maximize use of County assets, guide strategic investments, and support economic development, in ways that are fiscally responsible and align with the County's highest priority needs.

## FISCAL IMPACT/FINANCING

Under this agreement, the CDFA will reimburse the County up to \$108,975 for work performed by ACWM for the period of July 1, 2022, through June 30, 2023. The revenue included in this agreement is budgeted in ACWM's Fiscal Year 2022-2023 budget. There are no net County costs associated with this agreement.

## FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The terms of the Petroleum Products Agreement shall be for the period commencing July 1, 2022, through June 30, 2023.

The agreement has been approved as to form by County Counsel

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

Approval of the recommended agreement will allow ACWM to continue to provide inspections at retail motor fuel stations to ensure compliance with the California Business and Professions Code.

Respectfully submitted,

KURT E. FLOREN Agricultural Commissioner/ Director of Weights and Measures

KEF:WD:im

Enclosures

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

State of California, Department of Food and Agriculture AGREEMENT GAU-03 (Rev.10/2021)

1.

## **COOPERATIVE AGREEMENT** SIGNATURE PAGE

AGREEMENT NUMBER 22-0118-000-SA

	STATE AGENCY'S NAME		
	CALIFORNIA DEPARTMENT OF FOOD	AND AGRICULTURE (CDFA)	
	RECIPIENT'S NAME		
	COUNTY OF LOS ANGELES		
<b>2</b> .	The Agreement Term is: July 1, 2022 through	ugh June 30, 2023	
3.	The maximum amount of this Agreement i	s: \$108,975.00	
<b>4</b> .	The parties agree to comply with the terms which are by this reference made a part of		nibits and attachments
	Exhibit A: Recipient and Project Inform	ation	2 Page(s)
	Exhibit B: General Terms and Conditio	ns	5 Page(s)
	Exhibit C: Payment and Budget Provisi	ions	2 Page(s)
	Attachments: Scope of Work and Budg	jet	
IN	WITNESS WHEREOF, this Agreement ha R	s been executed by the parties h ECIPIENT	ereto.
	CIPIENT'S NAME (Organization's Name) UNTY OF LOS ANGELES		
B` Æ	Y (Authorized Signature)	DATE SIGNED	

This Agreement is entered into between the State Agency and the Recipient named below:

PRINTED NAME AND TITLE OF PERSON SIGNING APPROVED AS TO FORM Kurt E. Floren, Agricultural Commissioner/Weights and Measures Rodrigo A. Castro-Silva County Counsel ADDRESS Brian T. Chu 12300 Lower Azusa Road Arcadia, CA 91006 Principal Deputy Co.Co.

STATE OF CALIFORNIA AGENCY NAME CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE (CDFA) BY (Authorized Signature) DATE SIGNED Ľ PRINTED NAME AND TITLE OF PERSON SIGNING CRYSTAL MYERS, BRANCH CHIEF, OFFICE OF GRANTS ADMINISTRATION ADDRESS 1220 N STREET, ROOM 120 SACRAMENTO, CA 95814

CJ

## **EXHIBIT A**

## **RECIPIENT AND PROJECT INFORMATION**

1. CDFA hereby awards an Agreement to the Recipient for the project described herein: Inspection of service stations, quick lube and oil change shops, and auto service shops for compliance with the Business and Professions Code (BPC) Division 5.

Project Title: Fuels, Lubricants and Automotive Products Program

2. The Managers for this Agreement are:

FOR CDFA:		FOR RECIPIENT:				
Name:	Rebecca Bland	Name:	Kurt Floren			
Division/Branch:	Measurement Standards / Fuels, Lubricants, & Automotive Products Program	Organization:	County of Los Angeles			
Address:	6790 Florin Perkins Road, Suite 100	Address:	12300 Lower Azusa			
City/State/Zip:	Sacramento, CA 95828	City/State/Zip:	Arcadia, CA 91006			
Phone:	916-229-3000	Phone:	626-575-5451			
Email Address:	rebecca.bland@cdfa.ca.gov	Email Address:	kfloren@acwm.lacounty.gov			

**3.** The Grant Administrative Contacts for this Agreement are:

FOR CDFA:		FOR RECIPIENT:			
Name:	Sarah Mason	Name:	Warren Dias		
Division/Branch:	Measurement Standards / Fuels, Lubricants, & Automotive Products Program	Organization:	Los Angeles County Department of Agricultural Commissioner/ Weights and Measures		
Address:	6790 Florin Perkins Road, Suite 100	Address:	11012 Garfield Avenue		
City/State/Zip:	Sacramento, CA 95828	City/State/Zip:	South Gate, CA 90280		
Phone:	916-229-3000	Phone:	562-622-0403		
Email Address:	Sarah Mason@cdfa.ca.gov	Email Address:	wdias@acwm.lacounty.gov		

FISCAL CONTACT FOR RECIPIENT (if different from above):
Name:
Organization:
Address:
City/State/Zip:
Phone:
Email Address:

## 4. **RECIPIENT: Please check appropriate box below:**

Research and Development (R&D) means all research activities, both basic and applied, and all development activities that are performed by non-Federal entities. The term research also includes activities involving the training of individuals in research techniques where such activities utilize the same facilities as other R&D activities and where such activities are not included in the instruction function.

This award  $\Box$  does  $\boxtimes$  does not support R&D.

5. For a detailed description of activities to be performed and duties, see Scope of Work and Budget.

## EXHIBIT B

## **GENERAL TERMS AND CONDITIONS**

## 1. Approval

This Agreement is of no force or effect until signed by both parties. The Recipient may not invoice for activities performed prior to the commencement date or completed after the termination date of this Agreement.

## 2. Agreement Execution

Unless otherwise prohibited by state law, regulation, or Department or Recipient policy, the parties agree that an electronic copy of a signed Agreement, or an electronically signed Agreement, has the same force and legal effect as an Agreement executed with an original ink signature. The term "electronic copy of a signed Agreement" refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of an original signed Agreement in a portable document format. The term "electronically signed Agreement" means an Agreement that is executed by applying an electronic signature using technology approved by all parties.

## 3. Assignment

This Agreement is not assignable by the Recipient, either in whole or in part, without the prior consent of the CDFA Agreement Manager or designee in the form of a formal written amendment.

## 4. Governing Law

This Agreement is governed by and will be interpreted in accordance with all applicable State and Federal laws.

## 5. State and Federal Law

It is the responsibility of the Recipient to know and understand which State, Federal, and local laws, regulations, and ordinances are applicable to this Agreement and the Project, as described in Exhibit A. The Recipient shall be responsible for observing and complying with all applicable State and Federal laws and regulations. Failure to comply may constitute a material breach.

## 6. Recipient Commitments

The Recipient accepts and agrees to comply with all terms, provisions, conditions and commitments of the Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and statements made by the Recipient in the application, documents, amendments, and communications in support of its request for funding.

## 7. Performance and Assurances

The Recipient agrees to faithfully and expeditiously perform or cause to be performed all Project work as described in the Scope of Work, and to apply grant funds awarded in this Agreement only to allowable Project costs.

## 8. Mutual Liability

Parties shall, to the extent allowed by law, each be individually liable for any and all claims, losses, causes of action, judgments, damages, and expenses to the extent directly caused by their officers, agents, or employees.

## 9. Unenforceable Provision

In the event that any provision of this Agreement is unenforceable or held to be unenforceable, the parties agree that all other provisions of this Agreement shall remain operative and binding.

## 10. Contractors/Consultants

The Recipient assumes full responsibility for its obligation to pay its Contractors/Consultants. The Recipient is responsible to ensure that any/all contractors/consultants it engages to carry out activities under this Agreement shall have the proper licenses/certificates required in their respective disciplines. The Recipient's use of contractors/consultants shall not affect the Recipient's responsibilities under this Agreement.

## 11. Non-Discrimination Clause

The Recipient agrees that during the performance of this Agreement, it will not discriminate, harass, or allow harassment or discrimination against any employee or applicant for employment based on race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. The Recipient agrees to require the same of all contractors and consultants retained to carry out the activities under this Agreement.

The Recipient agrees that during the performance of this Agreement, the evaluation and treatment of its employees and applicants for employment are free from discrimination and harassment. The Recipient will comply with the provisions of the Fair Employment and Housing Act (Government Code section 12990 *et seq.*) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, section 7285 *et seq.*). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. The Recipient will give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining unit or other Agreement. The Recipient must include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

The Recipient agrees to require the same of all contractors and consultants retained to carry out activities under this Agreement.

## 12. Excise Tax

The State of California is exempt from federal excise taxes and no payment will be made for any taxes levied on employees' wages. The CDFA will pay for any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this Agreement. California may pay any applicable sales and use tax imposed by another State.

## 13. Disputes

The Recipient must continue with the responsibilities under this Agreement during any dispute. In the event of a dispute, the Recipient must file a "Notice of Dispute" with the CDFA Agreement Manager, identified in Exhibit A, or designee within ten (10) calendar days of discovery of the problem. The Notice of Dispute must contain the Agreement number. Within ten (10) calendar days of receipt of the Notice of Dispute, the CDFA Agreement Manager or designee must meet with the Recipient for the purpose of resolving the dispute. In the event of a dispute, the language contained within this Agreement prevails.

## 14. Termination for Convenience

This Agreement may be terminated by either party upon written notice. Notice of termination must be delivered to the other party at least thirty (30) calendar days prior to the intended date of termination. Notice of termination does not nullify obligations already incurred prior to the date of termination. In the event of Termination for Convenience of this Agreement by CDFA, CDFA must pay all responsible costs and non-cancellable obligations incurred by the Recipient as of the date of termination.

## 15. Termination for Cause

Either party may terminate this Agreement for cause in the event of a material breach of this Agreement, provided that the non-breaching party provides written notice of the material breach and ten (10) calendar days to cure the breach. If the breach is not cured to the satisfaction of the non-breaching party within ten (10) calendar days of receipt of notice, this Agreement shall automatically terminate and the CDFA shall reimburse the Recipient for all documented costs incurred up to the date of the notice of termination, including all non-cancellable obligations.

## 16. Acceptable Failure to Perform

The Recipient shall not be liable for any failure to perform as required by this Agreement, to the extent such failure to perform is caused by any of the following: labor disturbances or disputes of any kind, accidents, or the inability to obtain any required government approval to proceed, civil disorders, acts of aggression, acts of God, energy or other conservation measures, failure of utilities, mechanical breakdowns, materials shortages, disease, pandemics, or similar occurrences.

## 17. Breach

Reimbursement under this Agreement may be suspended, terminated, or both, and the Recipient may be subject to debarment if CDFA determines that the Recipient has breached the terms of this Agreement. A determination of breach may be appealed in writing to the CDFA. The appeal must be post marked within ten (10) calendar days of the date the Recipient received notification and addressed to the CDFA Legal Office of Hearing and Appeals or emailed to <u>CDFA.LegalOffice@cdfa.ca.gov</u>.

California Department of Food and Agriculture Legal Office of Hearing and Appeals 1220 N Street Sacramento, CA 95814

## 18. Non-Material Breach

The Recipient may be in material breach under this Agreement if it fails to comply with any term of this Agreement. In the event of a material breach, CDFA shall provide in writing a Notice of Breach to the Recipient within ten (10) calendar days upon discovery of breach. The Recipient shall have ten (10) calendar days from receipt of the notice to cure the breach. If the Recipient fails to cure the breach within the time prescribed by this Agreement, CDFA may do any of the following:

- A. Suspend payments;
- B. Demand repayment of all funding;
- C. Terminate the Agreement; or
- D. Take any other action deemed necessary to recover costs.

If CDFA determines that the Recipient is not in material breach but that the Project is not being implemented in accordance with the provisions of this Agreement, or that the Recipient has failed in any other respect to comply with the provisions of this Agreement, and the Recipient has failed to remedy any such failure in a reasonable and timely manner, CDFA may withhold all or any portion of the grant funding and take any other action that CDFA deems necessary to protect its interests.

Where a portion of the grant funding has been disbursed to the Recipient and CDFA notifies the Recipient of its decision not to release funds that have been withheld pursuant to paragraph 17, the portion that has been disbursed shall thereafter be repaid immediately. CDFA may consider the Recipient's refusal to repay the requested disbursed amount a material breach.

If CDFA notifies the Recipient of its decision to withhold the entire funding amount from the Recipient pursuant to this paragraph, this Agreement shall terminate upon receipt of such notice by the Recipient and CDFA shall no longer be required to provide funds under this Agreement and the Agreement shall no longer be binding on either party.

In the event CDFA finds it necessary to enforce this provision of this Agreement in the manner provided by law, the Recipient agrees to pay all enforcement costs incurred by CDFA including, if CDFA should prevail in a civil action, reasonable attorneys' fees, legal expenses, and costs related to the action.

## 19. Publicity and Acknowledgement

The Recipient agrees that it will acknowledge CDFA's support whenever projects funded, in whole or in part, by this Agreement are publicized in any news media, brochures, publications, audiovisuals, presentations or other types of promotional material and in accordance with the Grant Procedures Manual if incorporated by reference and attachment to the Agreement. The Recipients may not use the CDFA logo.

## 20. News Releases/Public Conferences

The Recipient agrees to notify the CDFA in writing at least two (2) business days before any news releases or public conferences are initiated by the Recipient or its Contractors/Consultants regarding the project described in the Attachments, Scope of Work and Budget and any project results.

## 21. Scope of Work and Budget Changes

Changes to the Scope of Work, Budget, or the Project term, must be requested in writing to CDFA Grant Administrative Contact no less than thirty (30) days prior to the requested implementation date. Any changes to the Scope of Work and Budget are subject to CDFA approval and, at its discretion, CDFA may choose to accept or deny any changes. If accepted and after negotiations are concluded, the agreed upon changes will be made and become part of this Agreement. CDFA will respond in writing within ten (10) business days as to whether the proposed changes are accepted.

## 22. Reporting Requirements

The Recipient agrees to comply with all reporting requirements specified in Scope of Work and/or Grant Procedures Manual if incorporated by reference to this Agreement as an attachment.

## 23. California State Auditor

This Agreement is subject to examination and audit by the California State Auditor for a period of three (3) years after final payment under the Agreement.

## 24. Equipment

Purchase of equipment not included in the approved Budget requires prior approval. The Recipient must comply with applicable state requirements regarding the use, maintenance, disposition, and reporting of equipment as contained in CCR, Title 3, Division 1, Chapter 5, sections 303, 311, 324.1 and 324.2.

## 25. Closeout

The Agreement will be closed out after the completion of the Project or project term, receipt and approval of the final invoice and final report, and resolution of any performance or compliance issues.

## 26. Confidential and Public Records

The Recipient and CDFA understand that each party may come into possession of information and/or data which may be deemed confidential or proprietary by the person or organization furnishing the information or data. Such information or data may be subject to disclosure under the California Public Records Act or the Public Contract Code. CDFA has the sole authority to determine whether the information is releasable. Each party agrees to maintain such information as confidential and notify the other party of any requests for release of the information.

## 27. Amendments

Changes to funding amount or Agreement term require an amendment and must be requested in writing to the CDFA Agreement Manager or designee no later than sixty (60) calendar days prior to the requested implementation date. Amendments are subject to CDFA approval, and, at its discretion, may choose to accept or deny these changes. No amendments are possible if the Agreement is expired.

## EXHIBIT C

## PAYMENT AND BUDGET PROVISIONS

## 1. Invoicing and Payment

- A. For activities satisfactorily rendered and performed according to the attached Scope of Work and Budget, and upon receipt and approval of the invoices, CDFA agrees to reimburse the Recipient for actual allowable expenditures incurred in accordance with the rates specified herein, which is attached hereto and made a part of this Agreement.
- B. Invoices must include the Agreement Number, performance period, type of activities performed in accordance with this Agreement, and when applicable, a breakdown of the costs of parts and materials, labor charges, and any other relevant information required to ensure proper invoices are submitted for payment.
- C. Unless stated in the Scope of Work, if applicable, quarterly invoices must be submitted to the CDFA Administrative Contact, within thirty (30) calendar days after the end of each quarter in which activities under this Agreement were performed.
- D. Unless stated in the Scope of Work, if applicable, a final invoice will be submitted for payment no more than thirty (30) calendar days following the expiration date of this Agreement, or after project is complete, whichever comes first. The final invoice must be clearly marked "Final Invoice" thus indicating that all payment obligations of the CDFA under this Agreement have ceased and that no further payments are due or outstanding.

## 2. Allowable Expenses and Fiscal Documentation

- A. The Recipient must maintain adequate documentation for expenditures of this Agreement to permit the determination of the allowability of expenditures reimbursed by CDFA under this Agreement. If CDFA cannot determine if expenditures are allowable under the terms of this Agreement because records are nonexistent or inadequate according to Generally Accepted Accounting Principles, CDFA may disallow the expenditures.
- B. If mileage is a reimbursable expense, using a privately-owned vehicle will be at the standard mileage rate established by the United States (U.S.) Internal Revenue Service (IRS) and in effect at the time of travel. The standard mileage rate in effect at the time of travel can be found on <u>IRS's website</u> regardless of funding source/type.
- C. If domestic travel is a reimbursable expense, receipts must be maintained to support the claimed expenditures. The maximum rates allowable for travel within California are those established by the California Department of Human Resources (<u>CalHR</u>). The maximum rates allowable for domestic travel outside of California are those established by the United States General Services Administration (<u>GSA</u>).
- D. If foreign travel is a reimbursable expense, receipts must be maintained to support the claimed expenditures. The maximum rates allowable are those established in a per diem supplement to Section 925, Department of State Standardized Regulations.
- E. The Recipient will maintain and have available, upon request by CDFA, all financial records and documentation pertaining to this Agreement. These records and documentation will be kept for three (3) years after completion of the Agreement period or until final resolution of any performance/compliance review concerns or litigation claims.

## 3. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, California Government Code Title 1, Division 3.6, Part 3, Chapter 4.5, commencing with Section 927 - The California Prompt Payment Act.

## 4. Budget Contingency Clause

If funding for any fiscal year is reduced or deleted for purposes of this program, the CDFA has the option to either cancel this Agreement with no liability occurring to the CDFA or offer to amend the Agreement to reflect the reduced amount.

## SCOPE OF WORK

In the best interest of the state, under the authority of the Secretary of the California Department of Food and Agriculture (CDFA), and in accordance with the California Business and Professions Code (BPC), Section 13434, the Division of Measurement Standards (Division) and the county (County) agree to the conditions and requirements within this Scope of Work.

The Division will pay the County \$75.00 for each completed initial inspection of a business establishment selling or distributing petroleum and/or automotive products, provided the inspection is completed to determine compliance with BPC Chapters 14, 14.5 and 15. The total allocation to the County for these inspections shall not exceed this Agreement. For purposes of this Agreement, an initial inspection is the first physical inspection in the fiscal year of a business establishment where the *primary* business is selling fuels, lubricants, and automotive products; e.g., retail service stations, distributors of engine fuels, oils, and quick-lube shops. Inspections at equipment rentals, marinas, and/or aviation fuel locations will not be accepted.

## **Inspection Requirements:**

The County shall complete an initial inspection to verify compliance with the appropriate provisions of the BPC and the California Code of Regulations relating to the advertising and labeling of petroleum and automotive products and compliance with the provisions of BPC Section 13660. Findings shall be recorded on the Petroleum Inspection Report supplied by, or approved by, the Division.

Within five (5) working days of conducting an inspection, the County shall submit a completed legible copy of the pink Petroleum Inspection Report form to the Sacramento office. Electronic submission may be provided to the Fuels, Lubricants, and Automotive Products Program's e-mail address at cdfa.dms\_petroleum@cdfa.ca.gov.

The assigned number of inspections at brake shops, quick-lube shops, and other retail establishments selling bulk petroleum products or automotive products shall not exceed 10% of the total annual initial inspections authorized. The Division reserves the right to, at its discretion, assign and direct the County to collect designated samples of bulk lubricants or automotive products for the purpose of conducting marketplace surveys and initial inspections at specific stations. The business establishments visited for the purpose of obtaining these designated samples shall be counted as inspections authorized under this Agreement and will be billable up to \$75.00 per location. Prior to being assigned sampling duties, the Division will provide training in the proper sampling and chain of evidence completion procedures. Unless otherwise directed, all samples are to be submitted to the Division's laboratory in Sacramento.

Sample containers will be provided by the Division. Payment for product samples and transportation of the sample to the Division's laboratory shall be the responsibility of the County. The County will use the inspection and sampling procedures outlined in the

Division of Measurement Standards' "Petroleum Products Program Manual." Off-sale of samples not meeting product specifications shall be the responsibility of the County, or the Division if requested to do so by the County, and will be processed in accordance with the guidelines established in the Division's "Citation Manual." Current versions of the "Petroleum Products Program Manual" and the "Citation Manual" are available on the DMS County Portal.

Nothing in this Agreement prevents or precludes Division staff from performing routine business establishment inspections within the County. The County will be notified when Division staff is performing these inspections within the County. The Division also reserves the right to re-inspect business establishments that were previously inspected and billed for by the County. These re-inspections are for the purpose of evaluating the work of the County. Enforcement action, if needed, will be taken by Division staff following the "Citation Manual" guidelines.

Per BPC Section 12015, the County agrees that appropriate enforcement action shall be taken upon discovery of violation(s) at the business establishment being inspected. The enforcement actions will be handled in accordance with the guidelines established in the Division's "Citation Manual." If the appropriate enforcement action is more than the issuance of a Notice of Violation (NOV), and if the County is unable or fails to take that action against the violator, the Division shall take the specified enforcement action and payment for the inspection will be withheld.

The original inspection report shall be maintained at the County Office of Weights and Measures for four (4) years and be made available to the CDFA upon request.

All requests for payment under this Agreement shall be made using the Fuels, Lubricants, and Automotive Products Agreement Invoice, attached, with the County's official letterhead included. The invoice shall be submitted quarterly and include a summary sheet with the following information: the total number of initial inspections conducted; the name and address of the business establishment inspected; the number of designated samples taken; the name and address where the samples were taken; and the amount of money requested. Funds will be disbursed to the County on approval of the invoice submitted quarterly.

## How to submit quarterly invoice:

Electronic submission: cdfa.dms\_petroleum@cdfa.ca.gov

or

Mail to: Division of Measurement Standards 6790 Florin Perkins Road, Suite 100 Sacramento, CA 95828

# County Letterhead Here

## Fuels, Lubricants, and Automotive Products Program Agreement

# INVOICE

То:	Agreement #	
California Department of Food & Agriculture	Fiscal Year	FY 2022/23
Division of Measurement Standards 6790 Florin Perkins Road, Suite 100	Quarter	
Sacramento, CA 95828 Attn: Sarah Mason, Agreement Manager	Program Code	9999000551

In accordance with the California Business and Professions Code Section 13434, funds have been allocated for CDFA to pay the County of \_\_\_\_\_\_ for fiscal year 2022/23.

The County has complied with the conditions as required.

Approved:

County Representative

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

Approved:

Division of Measurement Standards

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

Include a summary list stating the total number of initial inspections conducted, number of designated samples taken, and amount of money requested. Electronic submission may be provided to the Fuels, Lubricants, and Automotive Products Program's e-mail address at cdfa.dms\_petroleum@cdfa.ca.gov.

## **Fuels, Lubricants and Automotive Products Program** FY 2022/23

## **BUDGET**

## County: Los Angeles

Fuels, Lubricants and Automotive Products Program Enforcement: Program Code - 9999000551

**1453** Site Inspections at \$75.00 per Inspection:

\$ 108,975.00

Total Agreement Amount:

\$ 108,975.00

## BOARD LETTER/MEMO CLUSTER FACT SHEET

⊠ Board Letter	□ E	Board Memo	□ Other				
CLUSTER AGENDA REVIEW DATE	7/20/2022						
BOARD MEETING DATE	8/9/2022						
SUPERVISORIAL DISTRICT AFFECTED	All 1st	2 <sup>nd</sup> 3 <sup>rd</sup> 4 <sup>th</sup> 5 <sup>th</sup>					
DEPARTMENT(S)	Los Angeles County De	velopment Authority (LACDA)					
SUBJECT	Approve Purchase Orde	er with Dell Marketing LP (Dell) for Serve	rs and Storage				
PROGRAM	Information Technology						
AUTHORIZES DELEGATED AUTHORITY TO DEPT	🛛 Yes 🗌 No						
SOLE SOURCE CONTRACT	🗌 Yes 🛛 No						
	If Yes, please explain w	hy: N/A					
DEADLINES/ TIME CONSTRAINTS	N/A						
COST & FUNDING	Total cost: \$250,000	Funding source: LACDA's Fiscal Year 2022-23 Operation	a Rudgot				
		The Purchase Order term is one year.					
	Explanation: The one-time Purchase Order will not exceed \$250,000, based on the current pricing from Dell at the time of Board approval						
PURPOSE OF REQUEST	Requesting authorization for the LACDA to process a Purchase Order with Dell to purchase three Dell AX-750 Hyperconverged Infrastructure (HCI) systems and one Dell PowerEdge R750 and associated support services. The LACDA's servers and Storage Area Network (SAN) that have reached end-of-life and need to be replaced to						
	support LACDA's data center environment.						
BACKGROUND (include internal/external	The LACDA requires new on-site servers and storage to replace Cisco UCS servers and Tegile SAN located at the LACDA's data center that are end of life and are no						
issues that may exist	longer vendor supported. This new server hardware will support mission critical applications and data, provide advanced security to protect against security threats,						
including any related motions)		with Microsoft Azure public cloud service					
EQUITY INDEX OR LENS							
WAS UTILIZED	If Yes, please explain he	JW:					
SUPPORTS ONE OF THE	🗌 Yes 🛛 No						
NINE BOARD PRIORITIES	If Yes, please state whic	ch one(s) and explain how:					
DEPARTMENTAL	Name, Title, Phone # &						
CONTACTS	Douglas Van Gelder, IT	Manager, (626) 586-1727 Douglas.Van	<u>Gelder@lacda.org</u>				



August 9, 2022

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

Dear Commissioners:

## APPROVE PURCHASE ORDER WITH DELL MARKETING LP FOR SERVERS AND STORAGE (ALL DISTRICTS) (3 VOTE)

## CIO RECOMMENDATION: (X) APPROVE

## **SUBJECT**

This letter requests approval of a Purchase Order with Dell Marketing LP for Dell servers for data center compute, storage, and networking and associated support services for a total cost not to exceed \$250,000.

## IT IS RECOMMENDED THAT THE BOARD:

- 1. Approve and authorize the Executive Director or his designee, to execute the attached Purchase Order with Dell Marketing LP (Dell) to purchase Dell servers for a total cost not to exceed \$250,000.
- 2. Find that approval of Purchase Order for Dell servers is not subject to the California Environmental Quality Act (CEQA) because it is not defined as a project under CEQA and does not have the potential for causing a significant effect on the environment.
- 3. Authorize the Executive Director or his designee, upon his determination and as necessary and appropriate under terms of the Purchase Order, to



Administrative Office 700 West Main Street, Alhambra, CA 91801 Tel: (626) 262-4511 TDD: (626) 943-3898



Executive Director: Emilio Salas Commissioners: Hilda L. Solis, Holly J. Mitchell, Sheila Kuehl, Janice Hahn, Kathryn Barger Honorable Board of Commissioners August 9, 2022 Page 2

amend the Purchase Order to add or delete services and utilize pool dollars, and if necessary, terminate for convenience the Purchase Order with Dell.

## PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of this action is to purchase three Dell AX-750 Hyperconverged Infrastructure (HCI) systems and one Dell PowerEdge R750 through Dell to replace the LACDA's end-of-life of legacy servers and a Storage Area Network (SAN) at LACDA's data center in Alhambra.

The LACDA's legacy servers and SAN have reached end-of-life and are no longer supported by the vendor. Due to the age of the equipment, third party support is not available. Also, the equipment lacks the hardware requirements to operate the latest supported version of the LACDA's server virtualization software.

The new Dell server hardware will deliver improved capability to run the LACDA business applications, including Laserfiche Electronic Records Management System; provide advanced multi-layer security to protect against security threats; and support integration with Microsoft Azure public cloud services to scale data storage and computing resources on as-needed basis to meet the LACDA business and business continuity needs. In addition, the new equipment will allow the LACDA to gain cost efficiencies by reducing the number of physical servers and storage infrastructure.

## FISCAL IMPACT/FINANCING

There is no impact on the County General Fund. The one-time Purchase Order will not exceed \$250,000, based on the current pricing from Dell at the time of Board approval. The LACDA will use funds included in the LACDA's Fiscal Year (FY) 2022-2023 Recommended Budget for the procurement.

## FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The proposed Purchase Order will be awarded using the General Services Administration (GSA) Federal Supply Schedule 70, Information Technology (IT), by State and Local Government Entities, including public housing agencies under the United States Housing Act of 1937, as approved by the U.S. Department of Housing and Urban Development (HUD). GSA has included cooperative purchasing per Section 211 of the E-Government Act of 2002 amended by the Federal Property and Administrative Services Act to allow for cooperative purchasing to acquire automated data processing equipment (including firmware), software, supplies, support equipment, and services. The cooperative government agreement number 47QSMD20R0001 is the purchasing vehicle, and Dell Marketing, LP has accepted the LACDA Purchase Order.

The Purchase Order terms and conditions will incorporate the latest applicable Board mandated provisions. In compliance with Board Policy 6.020 "Chief Information Office Board Letter Approval", the Office of the Chief Information Officer (OCIO) reviewed the information technology (IT) components of this request and recommends Board

Honorable Board of Commissioners August 9, 2022 Page 3

authorization of the proposed Purchase Order with Dell. The OCIO determined it does not constitute a technology-related acquisition of hardware, software, or professional services that would necessitate a formal written CIO Analysis.

## **ENVIRONMENTAL DOCUMENTATION**

The proposed Contract Amendment is exempt from the provisions of the National Environmental Policy Act pursuant to 24 Code of Federal Regulations, Part 58, Section 58.35 (a)(3), because it involves administrative activities that will not have a physical impact on or result in any physical changes to the environment. The action is not subject to the provisions of CEQA pursuant to State CEQA Guidelines 15060(c)(3) and 15378, because it is not defined as a project under CEQA and does not have the potential for causing a significant effect on the environment.

## IMPACT ON CURRENT SERVICES AND PROJECTS

The proposed Purchase Order will allow the LACDA to replace obsolete servers and SAN to effectively support mission critical data center operations, gain efficiencies by reducing physical server and storage hardware, and maximize the return on the LACDA's technology investments.

Respectfully submitted,

Reviewed by:

EMILIO SALAS Executive Director PETER LOO Acting Chief Information Officer

Enclosures

## LOS ANGELES COUNTY DEVELOPMENT AUTHORITY PURCHASE ORDER REQUISITION

Procurement (626) 586-1696 FAX: (626) 943-3808

	PUKUNAJ						TAX. (020) 743-3000
		<b>P</b> .(	0.		PO # Date		urement use only
Date8/	9/2022		_ to P.O. # _			ed by	
Vendor:	Dell Marketing, LP		Division/Site:	Admir	nistrative Servi	ces/A	Ihambra
Address:	One Dell Way		Address:	700 W	. Main Street		
City & Zip:	Round Rock, TX 78682		City & Zip:	Alham	ıbra 91801		
Contact Person: Phone #:	Jerry Sivret (512) 513-9378		Contact Person: Phone #:		nn Raygoza-Ro 586-1725	obles	
Federal I.D. N	No. Social Sec 4-2616805	curity No.			Non-Profit No. (Se	ction 5	i01 (c)3)
	Description	A	cct. # - Proj. #	Qty	Price		Sub-Total
Dell AX-750		4	111-XX0302	3	\$52,761.72		\$158,285.16
Dell PowerEdge	R750	4	111-XX0302	1	\$13,288.20		\$13,288.20
Pool Dollars		4	111-XX0302	1	\$18,153.93		\$18,153.93
							0
							0
							0
							0
applications and Per Board Letter,	life server to support applications and	above co	ost is based on	Delivery Acct. # Proj. #		¢	0
Requested By:	(print name & sign)	Date			+ Handling	\$	0
Maryann Raygoz	a-Robles			Acct. # _ Proj. #		\$	0
Authorizing Signatu	re (print name & sign)	Date	:	Tax		Ψ	0
Douglas Van Gel	der				4111 XX0302	\$	9,965.90
Authorizing Signatu	re: (print name & sign)	Date	:				
Becky Yee							
Authorizing Signatu	re: (print name & sign)						
Tracie Mann				_			
Authorizing Signatu	re: (print name & sign)						
Kathy Thomas		D-1		Dustrict D	TOTAL		\$199,693.19
Executive Director A (Up to \$100,000)	Approvai:	Date		Budget Re	eview: (initial & da	ate)	

Purchase Order Requisition Form

**Emilio Salas** 

## VENDOR SOLICITATION INFORMATION

VENDOR NO.	NAME, A	DDRESS AND PH	IONE NO	). <sup>1</sup>		DATE	Section-3 Y or N	PRICE AMO	DUNT <sup>2</sup>	BCO CODE <sup>3</sup>
1.	Dell Marketing, LP One Dell Way, Rou	nd Rock TX 78	8682							
10587	Phone No. (512) 513-9378	Contact Person: Jerry Sivret	.002			06/01/2022	N	\$199,693.	19	N
2.		cony chief								
	Phone No.	Contact Person:								
3.										
	Phone No.	Contact Person:								
4.										
	Phone No.	Contact Person:								
5.	_									
	Phone No.	Contact Person:								
		BUSINESS	CONTRA	CTING OP	ORTU	INITIES CODES				
B African A	merican	F Female			UA	Utility Agency		Ν	Non-N	/linority
H Hispanic			an Indian	-	NP			0	_	Minority
A Asian Am	erican	Or Alas	ka Native	<u>,</u>	GA	Government A	Agency	U	Unkno	own
PROCUREMENT	<u>METHOD:</u>			<u>S</u>	ELECT	ION JUSTIFICAT	ION:			
Micro-Puro	hase (The Micro-purch	ase method shal	be used	in accord	ance	with LACDA pro	curement po	licy.)		
Request fo	r Quotes (RFQ)			Lowest Qu	uote	Γ	Other th	an Lowest Qu	uote <sup>4</sup>	
Invitation f	or Bids (IFB)			Lowest Bio	b	[	Other th	an Lowest Bi	d <sup>4</sup>	
Non-Comp	etitive <sup>5</sup>	Sole Source		Inadequat	e Pro	curement	Emerger	псу 🗌	HUD A	oproved
Cooperativ (Refresh #	e Government Agreem #0009)	ent <sup>6</sup> No. <u>47QS</u>	MD20R	0001		County [	State	Othe	er: GSA	
Exemption	from procurement req	uirements as allo	wed unc	der Sectio	n 6.5,	Exceptions of t	he Procureme	ent Manual:		
Section 3 R	equirements Applicable	9 <sup>7</sup>								
Other:										<u>.</u>
COMMENTS:										

<sup>&</sup>lt;sup>1</sup> Complete <u>all</u> contact information and if necessary, attach a sheet for the additional vendors. Incomplete information will be returned.

<sup>&</sup>lt;sup>2</sup> The price amount shall be a yearly cost, unless otherwise noted and shall include all associated fees such as taxes, shipping fees, etc.

<sup>&</sup>lt;sup>3</sup> Identify the BCO code for all vendors listed. This shall be used to determine whether the outreach requirement has been met.

<sup>&</sup>lt;sup>4</sup> Attach a memo explaining the reasoning and justification for selecting other than the lowest quote/bid.

<sup>&</sup>lt;sup>5</sup> Attach the corresponding approved memo.

<sup>&</sup>lt;sup>6</sup> Attach a copy of the contract or cooperative government agreement for review and approval.

<sup>&</sup>lt;sup>7</sup> Determine the applicability of Section 3 requirements based on the funding source.

## ATTACHMENT A

## LOS ANGELES COUNTY DEVELOPMENT AUTHORITY PURCHASE ORDER TERMS AND CONDITIONS

### TERMINATION FOR IMPROPER CONSIDERATION 1.

- A. The Los Angeles County Development Authority (LACDA) may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Agreement, if it is found that consideration, in any form, was offered or given by Contractor, either directly or through an intermediary, to any County office, LACDA officer, employee or agent with the intent of securing this Agreement or securing favorable treatment with respect to the award, amendment or extension of this Agreement or the making of any determinations with respect to the Contractor's performance pursuant to this Agreement. In the event of such termination, the LACDA shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.
- B. The Contractor shall immediately report any attempt by a LACDA officer or employee to solicit such improper consideration. The report shall be made either to the manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.
- C. Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts. **TERMINATION FOR CONVENIENCE**

### 2

This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the LACDA, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to the Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

- A. After receipt of a notice of termination and except as otherwise directed by the LACDA, the Contractor shall:
- B. Stop work under this Contract on the date and to the extent specified in such notice, and
- C. Complete performance of such part of the work as shall not have been terminated by such notice.
- D.All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Contract shall be maintained by the Contractor in accordance with Paragraph 8.41 - Record Retention and Inspection/Audit Settlement.

### 3. **TERMINATION FOR CAUSE**

This Agreement may be terminated by the Commission upon written notice to the Contractor for just cause (failure to perform satisfactorily) with no penalties incurred by the Commission upon termination or upon the occurrence of any of the following events in A, B, C or D:

- A. Should the Contractor fail to perform all or any portion of the work required to be performed hereunder in a timely and good workmanlike manner or properly carry out the provisions of this Agreement in their true intent and meaning, then in such case, notice thereof in writing will be served upon the Contractor, and should the Contractor neglect or refuse to provide a means for satisfactory compliance with this Agreement and with the direction of the Commission within the time specified in such notice, the Commission shall have the power to suspend or terminate the operations of the Contractor in whole or in part.
- B. Should the Contractor fail within five (5) days to perform in a satisfactory manner, in accordance with the provisions of this Agreement, or if the work to be done under this Agreement is abandoned for more than three days by the Contractor, then notice of deficiency thereof in writing will be served upon Contractor by the Commission. Should the Contractor fail to comply with the terms of this Agreement within five (5) days, upon receipt of said written notice of deficiency, the Executive Director of Commission shall have the power to suspend or terminate the operations of the Contractor in whole or in part.
- C. In the event that a petition of bankruptcy shall be filed by or against the Contractor.
- D. If, through any cause, the Contractor shall fail to fulfill, in a timely and proper manner, the obligations under this Agreement, or if the Contractor shall violate any of the covenants, Contracts, or stipulations of this Agreement, the Commission shall thereupon have the right to terminate this Agreement by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Contractor under this Agreement shall, at the option of the Commission become its property and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed.

### INDEMNIFICATION

The Contractor shall indemnify, defend and hold harmless the LACDA, County of Los Angeles (County), and its Special Districts, elected and appointed officers, employees, agents and volunteers ("LACDA Indemnitees") from and against any and all liability, including but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees arising from the sole negligence or willful misconduct of the LACDA Indemnitees.

### 5. CONFIDENTIALITY

The Contractor shall maintain the confidential all reports 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, the LACDA policies concerning information technology security and the protection of confidential records and information.

### ASSIGNMENT AND DELEGATION/MERGERS OR ACQUISITIONS

- A. The Contractor shall notify the LACDA of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If the Contractor is restricted from legally notifying the LACDA of pending acquisitions/mergers, then it should notify the LACDA of the actual acquisitions/mergers as soon as the law allows and provide to the LACDA the legal framework that restricted it from notifying the LACDA prior to the actual acquisitions/mergers.
- B. The Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of the LACDA, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this subparagraph, the LACDA consent shall require a written amendment to the Contract, which is formally approved and executed by the Parties. Any payments by the LACDA to any approved delegate or assignee on any claim under this Contract shall be deductible, at the LACDA's sole discretion, against the claims, which the Contractor may have against the LACDA,
- C. Shareholders, partners, members, or other equity holders of the Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of the Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of the LACDA in accordance with applicable provisions of this Contract.
- D. Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without the LACDA's express prior written approval, shall be a material breach of the Agreement which may result in the termination of the Agreement. In the event of such termination, the LACDA shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by the Contractor.

### LACDA'S QUALITY ASSURANCE PLAN 7

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

A. A performance review will be conducted no later than ninety (90) days prior to the end of the first and second years of this Contract to evaluate the performance of the Contractor. Based on the assessment of the performance review, as determined by the LACDA in its sole discretion, written notification will be given to the Contractor whether this Contract will be terminated at the end of the current year or will be continued into the next contract year.

### COMPLIANCE WITH APPLICABLE LAWS

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

### 9. ACCESS AND RETENTION OF RECORDS

- A. The Contractor shall provide access to the LACDA, the Federal Grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers and records of the Contractor which are directly pertinent to this Contract for the purpose of making audits, examinations, excerpts and transcriptions.
- B. The Contractor is required to retain the aforementioned records for a period of five years after the Commission pays final payment and other pending matters are closed under this Agreement.

### 10. OWNERSHIP OF MATERIALS, SOFTWARE AND COPYRIGHTS

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

### 11. ENERGY EFFICIENCY

The Contractor shall comply with all mandatory standards and policies relating to energy efficiency which are contained in the energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub.L. 94-163) for the State in which the work under this Agreement is performed.

### 12. CONTRACTOR'S WARRANTY OF ADHERENCE TO LACDA'S CHILD SUPPORT COMPLIANCE PROGRAM

- A. The Contractor acknowledges that the LACDA has established a goal of ensuring that all individuals who benefit financially from the LACDA through an Agreement, are in compliance with their court-ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the LACDA and its taxpayers.
- B. As required by LACDA Child Support Compliance Program and without limiting Contractor's duty under this Agreement to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall, during the term of this Agreement, maintain 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 CSSD Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

### 13. TERMINATION FOR BREACH OF WARRANTY TO COMPLY WITH COMMISSION'S CHILD SUPPORT COMPLIANCE PROGRAM

Failure of the Contractor to maintain compliance with the requirements set forth in Paragraph 15, "CONTRACTOR'S WARRANTY OF ADHERENCE TO Commission CHILD SUPPORT COMPLIANCE PROGRAM" shall constitute default under this Agreement. Without limiting the rights and remedies available to Commission's under any other provision of this Agreement, failure of Contractor to cure such default within 90 calendar days of written notice shall be grounds upon which Commission may terminate this Agreement pursuant to Section 3 - "TERMINATION FOR CAUSE" and pursue debarment of Contractor, pursuant to Commission Policy.

### 14. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The information is set forth in Exhibit I, Safely Surrendered Baby Law of this Contract. Additional information is available on at <a href="http://www.babysafela.org">www.babysafela.org</a>.

### 15. CONTRACTOR'S ACKNOWLEDGMENT OF LACDA'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

The Contractor acknowledges that the LACDA places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the LACDA's policy to encourage all LACDA Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in Exhibit I, in a prominent position at the Contractor's place of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. Information and posters for printing are available at www.babysafela.org.

### 16. CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE

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

### 17. CONTRACTOR RESPONSIBILITY AND DEBARMENT

- A. A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the Agreement. It is the LACDA's policy to conduct business only with responsible Contractors.
- B. The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the LACDA acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the LACDA may, in addition to other remedies provided in the Agreement, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on LACDA contracts for a specified period of time, which generally will not to exceed five years but may exceed five years or be permanent if warranted by circumstances, and terminate any or all existing Contracts the Contractor may have with the LACDA.
- C. The LACDA may debar a contractor if the Board finds, in its discretion, that the Contractor has done any of the following: (1) violated a term of an Agreement with the LACDA or a nonprofit corporation created by the LACDA, (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform an Agreement with the LACDA, or any other public entity, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the LACDA or any other public entity.
- D. If there is evidence that the Contractor may be subject to debarment, the LACDA will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- E. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the LACDA shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board.
- F. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board. The Board shall have the right to modify, deny or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- G.If a Contractor has been debarred for a period longer than five (5) years, that Contractor may, after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The LACDA

may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the LACDA.

H. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the ground for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment Hearing.

The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. <u>The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Commissioners.</u> The Board of Commissioners shall have the right to modify, deny or adopt the proposed decision and recommendation of the Contractor Hearing Board. These terms shall also apply to subcontractors of the LACDA Contractors.

### 18. <u>COMPLIANCE WITH JURY SERVICE PROGRAM</u>

This Agreement is subject to the provisions of the County ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Section 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached as Exhibit H and incorporated by reference into and made a part of this Contract.

- A. Unless the Contractor has demonstrated to the LACDA's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), , Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.
- B. For purposes of this sub-paragraph, "Contractor" means a person, partnership, corporation or other entity which has an Agreement with the LACDA, or a subcontract with a Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more LACDA contracts or subcontracts. "Employee" means any California resident who is a full time employee of Contractor. "Full time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the LACDA or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for the LACDA under the Agreement, the subcontractor shall also be subject to the provisions of this sub-paragraph. The provisions of this sub-paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the subcontract agreement.
- C. If the Contractor is not required to comply with the Jury Service Program when the Agreement commences, the Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify the LACDA if the Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The LACDA may also require, at any time during the Agreement and at its sole discretion, that the Contractor demonstrate to the LACDA's satisfaction that the Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Jury Service Program.
- D. The Contractor's violation of this sub-paragraph of the Agreement may constitute a material breach of the Agreement. In the event of such material breach, LACDA may, in its sole discretion, terminate the Agreement and/or bar Contractor from the award of future LACDA contracts for a period of time consistent with the seriousness of the breach.

### 19. WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

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

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

### 20. <u>TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION</u> <u>PROGRAM</u>

Failure of the Contractor to maintain compliance with the requirements set forth in Paragraph 8.49 "Warranty of Compliance with County's Defaulted Property Tax Reduction Program" shall constitute default under this Agreement. Without limiting the rights and remedies available to the LACDA under any other provision of this Agreement, failure of the Contractor to cure such default within 10 days of notice shall be grounds upon which LACDA may terminate this Agreement and/or pursue debarment of the Contractor, pursuant to County Code, Chapter 2.206.

### 21. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

The Contractor shall notify its employees, and shall require each Subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015. **RECYCLED BOND PAPER** 

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycledcontent paper to the maximum extent possible on this Agreement.

### 23. CONSIDERATION OF HIRING GAIN-GROW PARTICIPANTS

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

### B. In the event that both laid-off LACDA and County employees shall be given first priority.

## 24. INTENTIONALLY OMITTED

## 25. PROCUREMENT OF RECOVERED MATERIALS

- A. In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition. The Contractor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.
- B. Paragraph (a) of this clause shall apply to items purchased under this Agreement where: (1) the Contractor purchases in excess of \$10,000 of the item under this Agreement; or (2) during the preceding Federal fiscal year, the Contractor: (i) purchased any amount of the items for use under an Agreement that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of \$10,000 of the item both under and outside that Agreement.

## 26. CONTRACTOR'S COMPLIANCE WITH LACDA'S SMOKE FREE POLICY AT ALL HOUSING DEVELOPMENT PROPERTIES (IF APPLICABLE)

The Contractor represents that it will comply with LACDA's policy strictly prohibiting smoking on all LACDA's housing development properties, except at the

South Bay Gardens Senior Housing Development located at 230 E. 130<sup>th</sup> Street, Los Angeles, CA 90061, where smoking is permitted only in a specified open area that is at least 25 feet away from a LACDA building and is clearly labeled as a **"Smoking Designated Area."** The Contractor acknowledges and understands that the LACDA's smoke free policy applies to all residents, guests, visitors, vendors, contractors, and staff.

### 27. TIME OFF FOR VOTING

The Contractor shall notify its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the time off for voting law (Elections Code Section 14000). Not less than ten (10) days before every statewide election, every Contractor and subcontractors 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 Elections Code Section 14000.

### 28. COMPLIANCE WITH COUNTY'S ZERO TOLERANCE HUMAN TRAFFICKING

The Contractor acknowledges that the LACDA has established a Zero Tolerance Human Trafficking Policy prohibiting contractors from engaging in human trafficking.

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

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

### 29. INTENTIONALLY OMITTED

## BOARD LETTER/MEMO CLUSTER FACT SHEET

⊠ Board Letter		Board Memo	□ Other
CLUSTER AGENDA REVIEW DATE	7/20/2022		
BOARD MEETING DATE	8/9/2022		
SUPERVISORIAL DISTRICT AFFECTED	All 1 <sup>st</sup>	2 <sup>nd</sup> 3 <sup>rd</sup> 4 <sup>th</sup> 5 <sup>th</sup>	
DEPARTMENT(S)	Los Angeles County Development Authority		
SUBJECT	AWARD A CONSTRUCTION CONTRACT TO PIPE RESTORATION INC. FOR THE HARBOR HILLS FAMILY PUBLIC HOUSING DEVELOPMENT IRRIGATION SYSTEM UPGRADE		
PROGRAM	Public Housing		
AUTHORIZES DELEGATED AUTHORITY TO DEPT	🛛 Yes 🗌 No		
SOLE SOURCE CONTRACT	🗌 Yes 🛛 No		
	If Yes, please explain why:		
DEADLINES/ TIME CONSTRAINTS	N/A		
COST & FUNDING	Total cost: \$1,377,248	Funding source: Capital Fund Program funds from the Housing and Urban Development	ne U.S. Department of
	TERMS (if applicable):		
	Explanation: Contract amount of \$1,252,044 plus a 10% contingency of \$125,204		
PURPOSE OF REQUEST	Replacement of the irrigation system at the Harbor Hills Family Public Housing Development located at 26607 South Western Avenue in the City of Lomita.		
BACKGROUND (include internal/external issues that may exist including any related motions)	The Harbor Hills Family Public Housing Development consists of two acres. The scope of work for this project includes the removal of existing irrigation landscaping pipe, distribution, laying, and installation of landscaping irrigation pipe, the installation of low voltage automatic irrigation and lawn sprinkler system.		
EQUITY INDEX OR LENS WAS UTILIZED	☐ Yes ⊠ No If Yes, please explain how:		
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	Yes No If Yes, please state which one(s) and explain how:		
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Twima Earley, Director of Housing Operations, (626) 586-1900 twima.earley@lacda.org Ken Lee, Manager, Construction Management Unit, (626) 586-1764 ken.lee@lacda.org		

August 9, 2022

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

Dear Commissioners:

## AWARD A CONSTRUCTION CONTRACT TO PIPE RESTORATION INC. FOR THE HARBOR HILLS FAMILY PUBLIC HOUSING DEVELOPMENT IRRIGATION SYSTEM UPGRADE (DISTRICT 4) (3 VOTE)

## **SUBJECT**

This letter recommends award of a Construction Contract (Contract) to Pierre Landscape, Inc. to complete all work involved in the distribution, laying, and installation of landscaping irrigation pipe, and the installation of a low voltage automatic irrigation and lawn sprinkler system at the Harbor Hills Family Public Housing Development located at 26607 South Western Avenue in the City of Lomita.

## IT IS RECOMMENDED THAT THE BOARD:

- 1. Find that the proposed project is exempt from the provisions of the California Environmental Quality Act (CEQA) for the reasons stated in this letter and in the record of the Project.
- Approve the proposed Project and adopt the plans and specifications that are on file in the Los Angeles County Development Authority (LACDA) Construction Management Unit for Project number LACDA22-004 Harbor Hills Family Public Housing Development Irrigation System Upgrade.

- 3. Award a Contract to Pierre Landscape, Inc., the apparent lowest responsive and responsible bidder, in the amount of \$1,252,044, to replace the irrigation system at the Harbor Hills Family Public Housing Development in Lomita, and authorize the Executive Director, or his designee, to execute the Contract following receipt of the acceptable Faithful Performance and Labor and Material Bonds and insurance filed by the Contractor.
- 4. Authorize the Executive Director or his designee, upon his determination and as necessary and appropriate, to amend the Contract, or to terminate the contractor's right to proceed with the performance of the Contract or to terminate the Contract for convenience.
- 5. Authorize the Executive Director or his designee to approve Contract change orders not to exceed \$125,204, which represents 10% of the \$1,252,044 contract amount, for unforeseen project costs.
- 6. Authorize the Executive Director or his designee to accept the Project and file notices upon final completion of the Project; to release retention money withheld pursuant to the applicable provisions of the Public Contract Code; to grant extensions of time of the Project, as applicable; and to assess liquidated damages as authorized under Government Code section 53069.85 and the contract specifications.
- Authorize the Executive Director to fund the Contract and contingency with a total of \$1,377,248 in Capital Fund Program (CFP) funds allocated by the U.S. Department of Housing and Urban Development (HUD) and included in the LACDA's approved Fiscal Year 2022-2023 budget.
- 8. Determine that the proposed Project is exempt from the application of the County's Local Targeted Worker Hire Policy because it is wholly funded with Federal funds, which prohibit geographic preferences.

## PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The approval of the recommended actions will find the proposed Project is exempt from the provisions of CEQA, adopt the plans and specifications for the proposed Project, and authorize the Executive Director or his designee to execute a construction contract to replace the irrigation system at the Harbor Hills Family Public Housing Development, and to determine that the Project is exempt from the application of the County's Local Targeted Worker Hire Policy because it is wholly funded with Federal funds, which prohibit geographic preferences; however, the project must meet the requirements of Section 3.

The Harbor Hills Family Public Housing Development consists of two acres. The scope of work for this project includes the removal of existing irrigation landscaping pipe,

including but not limited to existing booster pumps, controllers, master and remote-control valves, flow sensors, valves boxes, and thrust blocks.

In addition, the work covered by this Contract shall include but not be limited to:

- All work involved in the distribution, laying, and installation of landscaping irrigation pipe, the installation of low voltage automatic irrigation and lawn sprinkler system, including but not limited to the installation of automatic controllers, valves, flow sensors, master control panels, display boards, and conductors including all components.
- Installation of valve boxes, thrust blocks, both precast and poured in place.
- Start-up testing, flushing, purging, water balancing, placing into operation all piping equipment, fixtures, and appurtenances.
- All plant establishment work performed under the 90-day maintenance period.

## FISCAL IMPACT/FINANCING

There is no impact on the County general fund. The LACDA will fund the improvements with \$1,377,248 in CFP funds allocated by HUD and included in the LACDA's approved Fiscal Year 2022-2023 budget.

A contingency of \$125,204, which represents 10% of the \$1,252,044 contract amount, is being set aside for unforeseen costs using the same source of funds. This contingency is recommended because the irrigation system is over 30 years old and there are no asbuilt drawings for the contractor to address any potential issues early in the process. Irrigation system replacement often involves unforeseen conditions such as no sleeves for piping under the asphalt and /or concrete sidewalks.

# FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The improvements are being federally funded and are not subject to the requirements of the Greater Avenues for Independence (GAIN) Program, and the General Relief Opportunity for Work (GROW) Program implemented by the County of Los Angeles. The Housing and Community Development Act of 1968, as amended, requires that employment and other economic opportunities generated by certain HUD assistance be directed to low- and very low-income persons, particularly to persons who are recipients of HUD housing assistance. This project is exempt from the application of the County's Local Targeted Worker Hire Policy since it will be funded with federal funds which prohibits geographic preferences. However, the construction project bid specifications require that vendors submit a Business Hiring Survey to match qualified public housing residents with available jobs. Residents that are interested in obtaining employment are encouraged to submit an Economic Opportunities Enrollment Form to the LACDA to

identify their past work experience and refer them to job openings. If a potential job match is identified, the vendor's information is provided to the resident and the resident is encouraged to apply.

The LACDA partners with the Los Angeles County Workforce Development, Aging and Community Services (WDACS) to implement a workforce development program at public housing developments located in the 1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd,</sup> and 5<sup>th</sup> Supervisorial Districts. Residents who participate are provided with employment and supportive services through a network of Los Angeles County America's Job Centers of California (AJCC). For 4<sup>th</sup> Supervisorial District residents, workforce development services are provided at the Carmelitos public housing development through Pacific Gateway and at the Harbor Hills public housing development through the South Bay Workforce Investment Board.

The Contract has been approved as to form by County Counsel and executed by Pierre Landscape, Inc. On July 20, 2022, the Housing Advisory Committee recommended approval of the Contract award to Pipe Restoration Inc.

# ENVIRONMENTAL DOCUMENTATION

Pursuant to 24 Code of Federal Regulation, Part 58, Section 58.35 (a) (3) (ii), this Project is excluded from the National Environmental Policy Act (NEPA), because it involves activities that will not alter existing environmental conditions.

The proposed Project is categorically exempt from CEQA. The Project, removing and replacing existing irrigation lines and equipment with new water saving irrigation equipment, and associated work, is within a class of projects that have been determined not to have a significant effect on the environment in that it meets the criteria set forth in Section 15301 and 15302 of the CEQA Guidelines and Classes 1 and 2 of the County's Environmental Document Reporting Procedures and Guidelines, Appendix G. In addition, the Project is not in a sensitive environment, and there are no cumulative impacts, unusual circumstances, or other limiting factors that would make the exemption inapplicable based on the project records. The Project will not adversely affect natural watercourses, wetlands, environmentally sensitive areas, remove scenic resources, remove rare plants, or mature trees. Upon your Board's approval of the proposed Project, the LACDA will file a Notice of Exemption with the County Clerk in accordance with Section 15062 of the State CEQA Guidelines.

## CONTRACTING PROCESS

On March 14, 2022, the LACDA initiated an outreach to identify a contractor to complete the work at the subject property. Notices were electronically sent to all licensed contractors identified from the LACDA's vendor list to visit the LACDA's website and download the solicitation package. Advertisements also appeared on the County WebVen and LACDA websites. Four contractors attended the pre-bid conferences.

On May 2, 2022, two bids were received and formally opened. Pierre Landscape, Inc. was determined to be the lowest responsive and responsible bidder and is being recommended for the Contract award.

The Summary of the Outreach Activities is provided in Attachment A.

# **IMPACT ON CURRENT PROJECT**

Approval of the recommended actions will allow for new irrigation systems for all planting areas within the Harbor Hills Family Public Housing Development and allow the LACDA to continue providing residents with modest affordable housing.

Respectfully submitted,

EMILIO SALAS Executive Director

Enclosures

# ATTACHMENT A

#### Summary of Outreach Activities

On March 14, 2022, the following outreach was initiated to identify contractors for replacement of the existing deteriorating irrigation system and associated work at the Harbor Hills Family Public housing development located at 26607 South Western Avenue, Lomita, CA 90717.

#### A. Internet Search/ Newspaper Advertising

Announcements were posted on the County WebVen and LACDA websites

#### B. <u>Distribution of Bid Packages</u>

The LACDA's vendor list was used to email notices to licensed contractors to visit the LACDA's website and download the solicitation package.

#### C. <u>Pre-Bid Conference and Site Walk</u>

On March 14 and March 24, 2022, a mandatory pre-bid conference and site walk was conducted. Two contractors were in attendance on each date.

#### D. Bid Results

On May 2, 2022, a two bids were received and publicly opened. The bid result was as follows:

Engineers' Estimate	\$1,224,804.71
<u>Company</u> Pierre Landscape, Inc.	<u>Bid Amount</u> \$1,252,044.00
Marina Landscape, Inc.	\$1,460,000.00

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

The recommended award of the contract is being made in accordance with the LACDA's policies and federal regulations, and without regard to race, creed, color, or gender.

# ATTACHMENT B

#### **Contract Summary**

Project Name:	Harbor Hills Family Public Housing Development Irrigation System Upgrade Project
Location:	26607 South Western Avenue, Lomita CA 90717
Bid Number:	LACDA 22-004
Bid Date:	May 2, 2022
Contractor:	Pierre Landscape, Inc.
Services:	Includes removal of the existing system and all work involved in the distribution, laying, and installation of landscaping irrigation pipe, the installation of low voltage automatic irrigation and lawn sprinkler system, including but not limited to the installation of automatic controllers, valves, flow sensors, master control panels, display boards, and conductors including all components.

**Contract Documents:** Instructions to Bidders and General Conditions, Specifications, Bidder's Documents, Representations, Certifications, Bid, Other Statements of Bidder; and all Addenda to the Contract Documents.

**Time of Commencement and Completion:** The work to be performed under this Contract shall commence within ten (10) days after a Notice to Proceed is received by the Contractor, or on the date specified in the Notice, whichever is later, and shall be completed within One Hundred Fifty (150) calendar days following the required commencement date.

Liquidated Damages: In the event of a breach of contract, the Contractor and his/her sureties shall be liable for, and shall pay to the LACDA the sum of Five Hundred Dollars and Zero Cents (\$500.00) as liquidated damages for each calendar day of delay, until the Work is accepted by the Owner.

**Contract Sum:** The LACDA shall pay the Contractor for the performance of the Construction Contract subject to additions and deductions by Change Order(s) as provided in the Contract Documents, in current funds, the sum of **One Million Two Hundred Fifty-Two Thousand and Forty-four dollars( \$1,252,044.00)**. The Contract Sum is not subject to escalation, includes all labor and material increases anticipated throughout the duration of this Construction Contract.

#### Contract Contingency: \$125,204

#### LOS ANGELES COUNTY DEVELOPMENT AUTHORITY

#### **CONSTRUCTION CONTRACT**

FOR

## HARBOR HILLS FAMILY PUBLIC HOUSING DEVELOPMENT IRRIGATION SYSTEM UPGRADE PROJECT 26607 SOUTH WESTERN AVENUE LOMITA, CA 90717

**BID NUMBER: LACDA 22-004** 

Bid Date: March 14, 2022

LOS ANGELES COUNTY DEVELOPMENT AUTHORITY

## CONSTRUCTION CONTRACT

This CONSTRUCTION CONTRACT (or "Contract") is made this 30 th day of September , 2022, by and between the Los Angeles County Development Authority (LACDA), a body corporate and politic, hereinafter referred to as the "LACDA", and PIERRE LANDSCAPE, INC. , hereinafter referred to as the "Contractor". The LACDA and Contractor are herein referred to as collectively "Parties".

WITNESSETH, that the LACDA and the Contractor, for the consideration stated herein, mutually agree as follows:

- A. The LACDA is the owner of that certain real property, commonly known as the Harbor Hills Family Public Housing Development, located at 26607 South Western Avenue, Lomita, CA 90717, hereinafter referred to as the "Property".
- B. The term "Work" includes performance, as set forth in the Contract Documents by the Contractor, for all improvement work on, in and about the Properties.
- C. The LACDA desires the Contractor to perform the Work on the terms and conditions hereinafter set forth, and Contractor agrees to perform said Work on terms and conditions set forth below.

#### ARTICLE 1 THE CONSTRUCTION CONTRACT

1.1 The Construction Contract means and includes all of the "Contract Documents". The Contract Documents which form the Construction Contract are incorporated herein by this reference and are made a part of this Construction Contract as if fully set forth herein. The Contract Documents consist of the following component parts:

Appendix A Appendix B	General Conditions and Requirements Instructions to Bidders Sample LACDA Construction Contract Required Forms
Appendix C	Required Notices
Appendix D	HUD Section 3 Provisions
Appendix E	Federal Labor Standards Provisions
Appendix F	General Wage Decision
Appendix G	Technical Specifications
Appendix H	Drawings

ALL ADDENDA TO THE ABOVE CONTRACT DOCUMENTS.

## ARTICLE 2 STATEMENT OF WORK

- 2.1 The Contractor agrees to perform in a professional manner, to the satisfaction of the LACDA's Executive Director, all Work described in the Contract Documents referenced in Article 1.
- 2.2 The Contractor shall furnish all labor, material, equipment, and services and perform and complete all Work required for the project identified as Bid Number LACDA 22-004 for the LACDA.

All such Work shall be in strict accordance with the Specifications and Drawings, identified as Appendix G & H, all as prepared by the LACDA.

2.3 Data provided in the Specifications and Drawings are believed to actually depict the conditions to be encountered by the Contractor, but the LACDA does not guarantee such data as being all-inclusive or complete in any respect. Nothing contained herein shall relieve Contractor from making any and all investigations through non-destructive observations of the Properties which are reasonably necessary to apprise him/herself of the condition of the Properties. Contractor hereby accepts the project in an "as is" condition and herein warrants that all such investigations have been performed by him/her, and hereby expressly waives any and all rights under this Construction Contract, or in law, to additional compensation and/or time adjustments for alleged unknown subsurface and/or latent conditions that could be reasonably discovered or inferred based upon standard industry construction practices and techniques.

## ARTICLE 3 TIME OF COMMENCEMENT AND COMPLETION

- 3.1 The Work to be performed under this Construction Contract shall be commenced within ten (10) days after a Notice to Proceed is received by the Contractor, or on the date specified in the Notice, whichever is later, and shall be completed within ONE HUNDRED FIFTY (150) calendar days following the required commencement date.
- 3.2 The Contractor and the LACDA agree that, since the determination of actual damages for any delay in completion would be extremely difficult or impracticable to determine in the event of breach of contract, the Contractor and his/her sureties shall be liable for, and shall pay to the LACDA the sum of five hundred (\$500) as liquidated damages for each calendar day of delay, until the Work is accepted by the LACDA. The Contractor shall not be charged with liquidated damages because of any delay in the completion of the Work due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor.

The LACDA may withhold, or cause to be withheld, from any monies payable on account of Work performed by the Contractor or subcontractor any accrued liquidated damages, amounts necessary to cover stop notices or alleged labor underpayments.

## ARTICLE 4 CONTRACT SUM

- 4.1 The LACDA shall pay the Contractor for the performance of the Construction Contract subject to additions and deductions by Change Order(s) as provided in the Contract Documents, in current funds, the sum of ONE MILLION TWO HUNDRED FIFTY-TWO THOUSAND AND FORTY-FOUR DOLLARS (\$1,252,044.00). The Contractor represents and warrants that he/she shall pay his/her employees, and all individuals performing Work, not less than the prescribed minimum wages in accordance with the Prevailing Wage Determination published by the U.S. Department of Labor that is applicable to this contract.
- 4.2 The Contract Sum set forth herein includes the payment by Contractor of all sales and use taxes required by any local codes, or any law existing or which may hereafter be adopted by federal, state or governmental authority, taxing the materials, services required or labor furnished, and of any other tax levied by reason of the Work to be performed hereunder.
- 4.3 The Contract Sum is not subject to escalation, the Contractor having satisfied him/herself with said Contract Price, which includes all labor and material increases anticipated throughout the duration of this Construction Contract.
- 4.4 The LACDA's obligation is payable only and solely from funds appropriated from the Department of Housing and Urban Development (HUD) and for the purpose of this Contract. All funds are appropriated every fiscal year beginning July 1.
- 4.5 In the event this Contract extends into the succeeding fiscal year and funds have not been appropriated, this Contract will automatically terminate as of June 30 of the current fiscal year. The LACDA will endeavor to notify the Contractor in writing within ten (10) days of receipt of the non-appropriation notice.

## ARTICLE 5 PROGRESS PAYMENTS

5.1 Based upon applications for payment submitted by the Contractor to the LACDA, and after approval by the Construction Management Division, the LACDA shall make progress payments on account of the Contract Sum to the Contractor, as provided in the Instruction to Bidders of the Construction Contract.

- 5.2 Approved applications for progress payments will be paid by the thirtieth day of each month, provided that application for payment has been submitted to the LACDA on or before the first working day of the month. Payment shall be subject to all provisions of Section 1.27.1 and 1.27.2 of the General Conditions and Requirements incorporated by reference into the Contract.
- 5.3 The Contractor and each Subcontractor shall upload all required Labor Compliance forms to the LACDA eComply system before the start of construction. The Contractor shall enter to the LACDA eComply system all of its payrolls for each pay period within seven (7) days after the pay period has ended. The Contractor shall also review and submit to the LACDA eComply system all of its subcontractors' payrolls for each pay period within seven (7) days after the pay period has ended. Contractor's, subcontractors and sub-tiers failure to submit its payrolls within seven (7) days after the pay period has ended, is a violation of this Contract and entitles the LACDA to withhold up to ten percent (10%) from any pending progress payment until all such payrolls are received. Repeated ongoing or flagrant failures by the Contractors in a timely manner and in accordance with this provision constitutes a material breach of this Contract, which may result in the LACDA terminating the Contract for default.

# ARTICLE 6 PROJECT CLOSEOUT

- 6.1 Prior to occupancy of any dwelling unit, building, or other portion of the project, the LACDA shall receive a certificate from the Contractor that such portion of the project is ready for occupancy and shall cause a Notice of Completion to be issued. A Notice of Completion shall be issued only when the Work, including all phases thereof, is finally completed, and all requirements of this Construction Contract have been satisfied. The LACDA shall cause the Notice of Completion to be recorded with the County Recorder.
- 6.2 Upon Issuance of a Notice of Completion, final payment shall be made to the Contractor of the entire unpaid balance of the Contract Sum, including any sums due to the Contractor for changes in the Work approved by the LACDA pursuant to Section 1.27.5 of the General Conditions and Requirements, less any amounts which LACDA is entitled to receive from the Contractor under the terms of this Contract or amounts necessary to cover stop notices or alleged labor underpayments, and less the five percent (5%) retention withheld, pursuant to Section 1.27.6 of the General Conditions and Requirements.
- 6.3 In addition to all other requirements, a Notice of Completion shall be issued only when LACDA has received the following:
  - A. A Certificate of Completion executed by LACDA.

- B. All guarantees, and warranties issued by the manufacturers or installers of equipment or other component parts of the project. Contractor guarantees that the equipment, materials, and workmanship, not otherwise covered by a guarantee or warranty, will be free from defects in materials and workmanship for a period of one (1) year following date of final acceptance of the project.
- C. The waiver and release of all liens, claims of liens, or stop notice rights of the Contractor and all subcontractors, and the Contractor's Certificate and Release.
- D. Verification from the Architect that Contractor has removed all waste materials, rubbish, tools, construction equipment, machinery, and surplus materials from the project site. If the Contractor has failed to remove any of such items, the LACDA may remove such items, and the Contractor shall pay the LACDA for all costs incurred in connection with such removal.
- 6.4 After recordation of the Notice of Completion, and expiration of the thirty-day period for filing of stop notices, the LACDA shall use reasonable efforts to settle all claims and disputes, notify the Contractor of final acceptance of the project, and make final payment of the entire unpaid balance of the Contract Sum, including the five percent (5%) retention, less any amounts which the LACDA is entitled to receive from the Contractor under the terms of this Construction Contract, including liquidated damages, and less amounts necessary to cover stop notices or alleged labor underpayments.

## ARTICLE 7 BREACH AND TERMINATION

- 7.1 Waiver by the LACDA of any breach of this Construction Contract shall not constitute a waiver of any other breach or of any future breach. No payment made hereunder shall be construed to be an acceptance of defective Work or improper materials.
- 7.2 In addition to any right of termination reserved to the LACDA by Section 1.34.1 of the General Conditions and Requirements of the Construction Contract, the LACDA may terminate this Construction Contract or performance under this Construction Contract, if the Contractor is adjudged bankrupt, a receiver is appointed because of the Contractor's insolvency, or the Contractor makes a general assignment for the benefit of its creditors, fails to make prompt payment to subcontractor(s), or for material or labor, persistently disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, fails to construct the project in accordance with the Drawings and Specifications, or otherwise substantially violates any provision of the Contract Documents.

- 7.3 The LACDA shall give the Contractor and his/her surety written notice prior to terminating this Construction Contract or performance under this Construction Contract, pursuant to Section 1.34.1 of the General Conditions and Requirements, provided that the Contractor shall, upon receipt of such notice, immediately stop the installation of improvements, or other permanent construction work encompassing part of the project. Upon termination, the LACDA may take possession of the project and all materials, equipment, tools, and construction equipment and machinery owned by the Contractor and located at the project site, and may finish the project by whatever method it may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment under this Construction Contract.
- 7.4 The LACDA shall not be deemed to have waived any of its other rights or remedies against the Contractor by exercising its right of termination under this Article.
- 7.5 Termination for Cause: This Contract may be terminated by the LACDA upon written notice to the Contractor for cause (failure to perform satisfactorily any of the Contract terms, conditions, and Work items) with no penalties upon termination or upon the occurrence of any of the following events:
  - A. Continuing failure of the Contractor to perform any Work required to be performed hereunder in a timely and professional manner, or Contractor is not properly carrying out the provisions of the Contract in their true intent and meaning, then in such case, notice thereof in writing will be served upon the Contractor; and should the Contractor neglect or refuse to provide a means for a satisfactory compliance with this Contract and with the direction of the LACDA within the time specified in such notices, the LACDA shall have the power to suspend the performance of this Contract by Contractor in whole or in part.
  - B. Failure on the part of the Contractor to procure or maintain insurance required by this Contract shall constitute a material breach of contract upon which the LACDA may immediately terminate this Contract.
  - C. Should the Contractor fail within five (5) days to perform in a satisfactory manner, in accordance with the provisions of this Contract, or if the Work to be done under said Contract is abandoned for more than three (3) days by the Contractor, then notice of deficiency thereof in writing will be served upon the Contractor. Should the Contractor fail to comply with the terms of said Contract within five (5) days, upon receipt of said written notice of deficiency, the Executive Director of the LACDA shall have the power to suspend or terminate the operations of the Contractor in whole or in part.
  - D. In the event that a petition of bankruptcy shall be filed by or against the Contractor.

- E. If, through any cause, the Contractor shall fail to fulfill, in a timely and proper manner, the obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the LACDA shall thereupon have the right to terminate this Contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Contractor under this Contract shall, at the option of the LACDA become its property and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed.
- 7.6 Termination for Improper Consideration: The LACDA may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Construction Contract if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any LACDA officer, employee or agent with the intent of securing the Contract or securing favorable treatment with respect to the award, amendment or extension of the Contract or the making of any determinations with respect to the Contractor's performance pursuant to the Contract. In the event of such termination, the LACDA shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

The Contractor shall immediately report any attempt by the LACDA officer or employee to solicit such improper consideration. The Report shall be made to the LACDA's Executive Director or designee.

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

- 7.7 Termination for Convenience: The LACDA reserves the right to cancel this Contract for any reason at all upon thirty (30) days prior written notice to Contractor. In the event of such termination, Contractor shall be entitled to a prorated portion paid for all satisfactory work unless such termination is made for cause, in which event, compensation, if any, shall be adjusted in such termination.
- 7.8 The LACDA's Quality Assurance Plan: The LACDA will evaluate Contractor's performance under this Contract on not less than a quarterly basis. Such evaluation will include assessing Contractor's compliance with all Contract terms and performance standards. Contractor deficiencies which the LACDA determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Commissioners. The report will include improvement/corrective action measures taken by the LACDA and the Contractor. If improvement does not occur consistent with the corrective action measures, the LACDA may terminate this Contract or pursue other penalties as specified in this Contract.

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

## ARTICLE 8 MISCELLANEOUS PROVISIONS

- 8.1 Contractor shall give all notices and comply with all laws, rules, regulations, ordinances, and orders of any governmental entity relating to the Work. Should Contractor become aware that any provision of the Construction Contract is at variance with any such rule, law, regulation, ordinance, or order, he/she shall promptly give notice in writing to the LACDA of such variance.
- 8.2 It is hereby declared to be the intention of the parties that the sections, paragraphs, sentences, clauses and phrases of this Construction Contract are severable, and if any phrase, clause, sentence, paragraph or section of this Construction Contract shall be declared unconstitutional, invalid or unenforceable by the valid judgment or decree of a court of competent jurisdiction, such unconstitutionality, invalidity or unenforceability shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Construction Contract.
- 8.3 Anything mentioned in the Specifications and not shown on the Drawings or shown on the Drawings and not mentioned in the Specifications, shall be of like effect as if shown or mentioned in both. In case of difference between Drawings and Specifications, the Specifications shall govern. In case of discrepancy within the Drawings, or within the Specifications, the matter shall be promptly submitted to the Contracting Officer, who shall promptly make a determination in writing. Any adjustment by the Contractor without such a determination by the Contracting Officer shall be at its own risk and expense. The Contracting Officer shall furnish from time to time such detailed drawings and other information as considered necessary, unless otherwise provided.

# ARTICLE 9 CONTRACTOR APPROVAL

9.1 <u>Contractor's Adherence to the Child Support Compliance Program</u> Contractor shall: 1) fully comply with all applicable State and Federal reporting requirements relating to employment reporting for its employees; and, 2) comply with all lawfully served Wage and Earnings Assignment Orders and Notice of Assignment and continue to maintain compliance during the term of any contract that may be awarded pursuant to this solicitation. Failure to comply may be cause for termination of a contract or initiation of debarment proceedings against the noncompliant contractor.

# 9.2 <u>Contractor's Warranty of Adherence to LACDA's Child Support Compliance</u> <u>Program</u>

Contractor acknowledges that the LACDA has established a goal of ensuring that all individuals who benefit financially from the LACDA through a contract, are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the taxpayers of the County of Los Angeles.

As required by the LACDA's Child Support Compliance Program and without limiting Contractor's duty under this Contract to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall, during the term of this Contract, maintain 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 (CSSD) Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

## 9.3 <u>Termination For Breach of Warranty to Comply with LACDA's Child Support</u> <u>Compliance Program</u>

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 9.2, "Contractor's Warranty of Adherence to County's Child Support Compliance Program" shall constitute default under this Contract. Without limiting the rights and remedies available to the LACDA under any other provision of this Contract, failure of Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the LACDA may terminate this Contract pursuant to Paragraphs under 7.5- "Termination for Cause" and pursue debarment of Contractor, pursuant to LACDA Policy.

# 9.4 Post L.A.'s Most Wanted Parents List

Contractor acknowledges that the LACDA places a high priority on the enforcement of child support laws and the apprehension of child support evaders. Contractor understands that it is the LACDA's policy to encourage the LACDA contractors to voluntary post the LACDA's "L.A.'s Most Wanted: Delinquent Parents" poster in a prominent position at Contractor's place of business. District Attorney will supply Contractor with the poster to be used.

#### ARTICLE 10 ADDITIONAL PROVISIONS

- 10.1 This Construction Contract and the obligations of the parties hereunder shall be interpreted, construed and enforced in accordance with the laws of the State of California.
- 10.2 This Construction Contract contains the entire agreement between the parties. No variations, modifications, or changes hereto shall be binding upon any party hereto unless set forth in a document duly executed by or on behalf of such party. All prior negotiations, representations and/or contracts between the parties relative to the subject matters hereof shall be superseded hereby and have no further force and effect.
- 10.3 No consent or waiver, expressed or implied, by either party to or of any breach or default by the other of its obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance of such other party hereunder. Failure on the part of either party to complain of any such act of the other party or to declare the other party in default, irrespective of how long such failure continues, shall not constitute a waiver by such party of its rights hereunder.
- 10.4 Insurance

In order for the Contractor to meet its obligations and insure its continuance, the LACDA, and the County of Los Angeles ("County"), herein collectively referred to as the "Public Agencies"; require that prior to the execution of this Contract, the Contractor must provide evidence that all insurance requirements have been met. Without limiting the Contractor's duties to indemnify and defend as provided in this Contract, the Contract, the Contractor shall procure and maintain, at the Contractor's sole expense, the insurance policies described herein.

The insurance policies are to contain and be endorsed to contain, the provisions set forth herein. All certificates of insurance and endorsements shall carry the following identifier: Pierre Landscape, Inc., Harbor Hills Irrigation System Upgrade Project, 26607 South Western Avenue, Lomita, CA 90717.

## **10.4.1 ACCEPTABILITY OF INSURERS**

Each insurance policy identified herein shall be secured from carriers admitted in California or authorized to do business in California. Such carriers shall be in good standing with the California Secretary of State's Office and the California Department of Insurance. Such carriers must be admitted and approved by the California Department of Insurance or must be included on the California Department of Insurance List of Approved Surplus Line Insurers (hereinafter "LASLI"). Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:XVII, unless otherwise acceptable to the Entity.

#### **10.4.2 VERIFICATION OF COVERAGE**

The Contractor shall furnish the LACDA with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to the LACDA before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The LACDA reserves the right to require complete, certified copies of all insurance policies, including endorsements required by these specifications, at any time.

The Contractor shall, concurrent with the execution of this Contract, deliver to the LACDA certificates of insurance and each year thereafter during the term of this Contract, policy declarations and original endorsements evidencing the insurance coverage required. If original endorsements are not immediately available, such endorsements may be delivered subsequent to the execution of this Contract, but no later than thirty (30) days following execution of this Contract. The certificates and endorsements shall be signed by a person authorized by the insurers to bind coverage on its behalf. The LACDA reserves the right to require complete certified copies of all policies at any time including endorsements required by these specifications. Said insurance shall be in a form acceptable to the LACDA and all deductible amounts must be provided in advance to the LACDA for its approval.

Each insurance policy shall be endorsed to stipulate that the LACDA be given at least thirty (30) days written notice in advance of any cancellation or any reduction in limit(s) for any policy required herein. The Contractor shall give the LACDA immediate notice of any insurance claim or loss, which may be covered by insurance.

## 10.4.3 SELF-INSURED RETENTIONS

Any self-insurance program and self-insured retention must be separately approved by the LACDA. In the event such insurance does provide for deductibles or self-insurance, the Contractor agrees that it will defend, indemnify and hold harmless the LACDA and County of Los Angeles ("County"), and their elected and appointed officers, officials, representatives, employees, and agents in the same manner as they would have been defended, indemnified and held harmless if full coverage under any applicable policy had been in effect. The LACDA may require the Contractor to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or the Contractor.

## **10.4.4 PRIMARY AND NON-CONTRIBUTORY COVERAGE**

The insurance policies set forth herein shall be primary insurance and noncontributory with respect to the LACDA. For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance; primary coverage at least as broad as ISO CG 20 01 04 13 as respects the Entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the LACDA, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

## **10.4.5 WAIVER OF SUBROGATION**

The insurance policies shall contain a waiver of subrogation for the benefit of the LACDA. The Contractor hereby grants to the LACDA a waiver of any right to subrogation, which any insurer of said Contractor may acquire against the LACDA by virtue of the payment of any loss under such insurance. The Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the LACDA has received a waiver of subrogation endorsement from the insurer.

## **10.4.6 INSURANCE COMPLIANCE**

Failure on the part of the Contractor, and/or any entities with which the Contractor contracts, to procure or maintain the insurance coverage required herein may, upon the LACDA's sole discretion, constitute a material breach of this Contract pursuant to which the LACDA may immediately terminate this Contract and exercise all other rights and remedies set forth herein, at its sole and absolute discretion, and without waiving such default or limiting the rights or remedies of the LACDA, procure or renew such insurance and pay any and all premiums in connection therewith and all monies so paid by the LACDA shall be immediately repaid by the Contractor to the LACDA upon demand including interest thereon at the default rate. In the event of such a breach, the LACDA shall have the right, at its sole election, to participate in and control any insurance claim, adjustment, or dispute with the insurance carrier. The Contractor's failure to assert or delay in asserting any claim shall not diminish or impair the LACDA's rights against the Contractor or the insurance carrier.

## **10.4.7 RELEASE OF LIABILITY**

Without affecting any other rights or remedies, the Contractor hereby releases and relieves each the LACDA and the County and waives its entire right to recover damages (whether in contract or in tort) against the LACDA, for loss or damage to property arising out of or incident to the perils required

to be insured against under this section. The effect of such release and waiver of the right to recover damages shall not be limited by the amount of insurance carried or required or by any deductibles applicable thereto. The Contractor agrees to have its respective insurance companies issuing property damage insurance waive any right to subrogation that such companies may have against the LACDA and County.

#### **10.4.8 SUBCONTRACTORS**

The Contractor shall require and verify that all subcontractors with which Contractor contracts, shall maintain insurance meeting all the requirements stated herein. The Contractor shall verify and ensure that the LACDA is named an additional insured on insurance, endorsements and waivers required from subcontractors in relation to the property or project that is the subject of this Contract. For CGL coverage subcontractors shall provide coverage with a form at least as broad as CG 20 38 04 13.

## **10.4.9 CLAIMS MADE POLICIES**

If any of the required policies provide coverage on a claims-made basis:

- 1. The Retroactive Date must be shown and must be before the date of the Contract or the beginning of contract work/services.
- 2. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the Contract of work/services.
- 3. If coverage is canceled or non-renewed, and not **replaced with another claims-made policy form with a Retroactive Date** prior to the Contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of *five (5)* years after completion of Contract work/services.

## **10.4.10 SPECIAL RISKS OR CIRCUMSTANCES**

The LACDA reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

## 10.4.11 MINIMUM SCOPE AND LIMITS OF INSURANCE:

The following insurance policies shall be maintained by the Contractor and any entity with which the Contractor contracts for the duration of this Contract, unless otherwise set forth herein. Coverage shall be at least as broad as:

A. <u>GENERAL LIABILITY INSURANCE</u> (written on ISO policy form CG 00 01 or its equivalent) covering CGL on an "Occurrence" basis, including products and completed operations, coverage for bodily injury, personal injury, property damage, and contractual liability. If a general aggregate

limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit with limits of not less than the following:

- General Aggregate ......\$4,000,000
- Products/Completed/On-Going Operations Aggregate....\$4,000,000
- Personal and Advertising Injury.....\$2,000,000
- Each Occurrence.....\$2,000,000
- A.1 Additional Insured Endorsement: The LACDA, the County, its officers, officials, employees, agents and volunteers ("Public Agencies and their Agents"), shall be named and covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).
- A.2 Primary and Non-contributory Endorsement: The insurance policies set forth herein shall contain an endorsement providing primary and non-contributory insurance coverage with respect to the LACDA and County.
- A.3 Products, Completed and Ongoing Operations Endorsement:

The insurance policies set forth herein shall contain an endorsement providing primary and non-contributory insurance coverage with respect to the LACDA and County.

- **A.4 Waiver of Subrogation**: The insurance policies shall contain a waiver of subrogation for the benefit of the LACDA and County.
- B. <u>COMMERCIAL AUTOMOBILE LIABILITY INSURANCE</u> (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than \$1 million for each incident. Such insurance shall include coverage of all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto".
- C. <u>WORKERS' COMPENSATION and EMPLOYER'S LIABILITY</u> insurance providing worker's compensation benefits, as required by the Labor Code of the State of California. This must include a waiver of subrogation in favor of the LACDA, County and their Agents. In all cases, the above

insurance also shall include Employer's Liability coverage with limits of not less than the following:

- Each Accident.....\$1,000,000
- Disease-policy limit .....\$1,000,000
- Disease-each employee .....\$1,000,000
- **C.1 Waiver of Subrogation**: The insurance policies shall contain a waiver of subrogation for the benefit of the LACDA and County.
- **D.** <u>POLLUTION LIABILITY INSURANCE</u> and or Asbestos Pollution Liability and/or Errors & Omissions applicable to the work being performed including coverage for bodily injury, personal injury, death, property damages, and environmental damage with limits of not less than the following:

٠	General Aggregate	\$2,000,000
	Completed Operations	
	Each Occurrence	

Said policy shall also include, but not be limited to: coverage for any and all remediation costs, including, but not limited to, brownfield restoration and clean-up costs, and coverage for the removal, repair, handling, and disposal of asbestos and/or lead containing materials where applicable. The LACDA, County and their Agents shall be covered as additional insureds on the pollution liability insurance policy. If the general liability insurance policy and/or the pollution liability insurance policy is written on a claims-made form, then said policy or policies shall also comply with all of the following requirements:

- D.1 The retroactive date must be shown on the policy and must be before the date of this Contract or the beginning of the work or services that are the subject of this Contract;
- D.2 Insurance must be maintained, and evidence of insurance must be provided for the duration of this Contract or for five (5) years after completion of the work or services that are the subject of this Contract, whichever is greater;
- D.3 If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of this Contract, then the Contractor must purchase an extended period coverage for a minimum of five (5) years after completion of work or services that are the subject of this Contract;

- D.4 A copy of the claims reporting requirements must be submitted to the LACDA for review; and
- D.5 If the work or services that are the subject of this Contract involve lead based paint or asbestos identification/remediation, then the Contractors Pollution Liability shall not contain any lead-based paint or asbestos exclusions. If the services involve mold identification / remediation, the Contractors Pollution Liability shall not contain a mold exclusion and definition of "Pollution" shall include microbial matter including mold.
- E. <u>CRIME COVERAGE</u> Crime insurance, including, but not limited to, coverage against loss of money, employee theft/forgery, securities, inventory or other property, with limits in amounts not less than indicated below. The LACDA and their Agents shall be named as loss payees on such policy. Policy shall be endorsed to included theft loss to a third party.

•	Employee Theft Coverage\$	50,000
•	Forgery Coverage\$	50,000
•	Client Coverage	

Client Coverage.....\$ 50,000

# F. BONDING

The insurance and bonding procedures shall be conducted in full compliance with Federal standards as stated in 24 CFR 85.36, all state and county laws and procedures, other Governmental Restrictions. The bonding coverage shall include a Bid Bond, Performance Bond, Payment Bond, Maintenance Bond and Completion Guaranty for construction or facility improvement contracts exceeding \$100,000.

The Payment Bond and the Performance Bond shall be in a sum equal to the contract price. If the Performance Bond provides for a one-year warranty, a separate Maintenance Bond is not necessary. If the warranty period specified in the contract is for longer than one year a Maintenance Bond equal to 10% of the contract price is required. Bonds shall be duly executed by a responsible corporate surety, authorized to issue such bonds in the State of California and secured through an authorized agent with an office in California.

The LACDA shall require for any Construction Contract, that the Contractor shall procure and maintain at the Contractor's expense (and require all subcontractors and sub-subcontractors to procure and maintain at their expense) for the duration of the Construction Contract, or for a longer period as indicated, the insurance coverage required in this Contract, against claims for injuries to persons or damage to property which may arise from or in connection with the performance of

the work by the Contractor, its agents, representatives, employees, subcontractors or sub-subcontractors, and that the Contractor and all subcontractors and sub-subcontractors shall otherwise meet the insurance requirements set forth therein.

#### 10.5 Compliance With Laws

The Contractor agrees to be bound by applicable federal, state and local laws, regulations, and directives as they pertain to the performance of this Contract. This Contract is subject to and incorporates the terms of the Housing and Community Development Act of 1974, as amended by the Cranston-Gonzalez National Affordable Housing Act, 1990, and the 24 CFR Part 85. If the compensation under this Contract is in excess of \$100,000 then Contractor shall comply with applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 18579(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency Regulations (40 CFR part 15).

The Contractor must obtain and present all relevant state and local insurance, training and licensing pursuant to services required within this Contract.

The Contractor shall comply with the following laws:

# Civil Rights Act of 1964, Title VI (Non-discrimination in Federally Assisted Programs)

Title VI provides that no person shall, on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

## Section 109 of the Housing and Community Development Act of 1974

No person in the United States shall on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973 No person in the United States shall be excluded from participating in, be denied the benefits of, or be subjected to discrimination under this Contract on the basis of age or with respect to an otherwise qualified disabled individual.

## Executive Order 11246 and 11375, Equal Opportunity in Employment (Nondiscrimination in Employment by Government Contractors, Subcontractors, and Contractors)

During the performance of this Contract, the Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated fairly during employment,

without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

The Contractor will send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice to be provided by the LACDA's contracting officer, advising the labor union or workers' representatives of the Contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulation and relevant orders of the Secretary of Labor.

The Contractor will furnish all information and reports required by the Executive Order No. 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, will permit access to his/her books, records, and accounts by the LACDA and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations or orders, this Contract may be canceled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in the Executive Order and such other sanctions may be imposed and remedies invoked as provided in the Executive Order or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

The Contractor will include the provisions of these paragraphs in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of the Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such actions with respect to any subcontract or purchase order as the LACDA may direct as a means of enforcing such provisions including sanctions for noncompliance; provided however, that in the event the Contractor becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the LACDA, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

## Federal Lobbyist Requirements

The Contractor is prohibited by the Department of Interior and Related Agencies Appropriations Act, known as the Byrd Amendments, and HUD's 24 CFR Part 87, from using federally appropriated funds for the purpose of influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, loan or cooperative Contract, and any extension, continuation, renewal, amendment or modification of said documents.

The Contractor must certify in writing on the Federal Lobbyist Requirements Certification form that they are familiar with the Federal Lobbyist Requirements and that all persons and/or subcontractors acting on behalf of the Contractor will comply with the Lobbyist Requirements.

Failure on the part of the Contractor or persons/subcontractors acting on behalf of the Contractor to fully comply with the Federal Lobbyist Requirements may be subject to civil penalties.

## Federal Davis-Bacon Requirements

This construction project is funded in whole or in part with Federal funds. Federal Labor Standard Provisions, including prevailing wage requirements of the Davis-Bacon and Related Act (DBRA) will be enforced. See Section 1.46 and 1.47 of the General Conditions and Requirements.

The applicable wage determination for this project is General Wage Decision CA20220017 MOD 08 Dated 04/01/2022.

Section 3 of the Housing and Community Development Act of 1968, as Amended requires that to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in or owned in substantial part by persons residing in the area of the project.

- A. The work to be performed under this Contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this Contract agree to comply with HUD's regulations in 24 CFR Part 75, which implement Section 3. As evidenced by their execution of this Contract, the parties to this Contract certify that they are under no contractual

or other impediment that would prevent them from complying with the Part 135 regulations.

- C. The Contractor agrees to send to each labor organization or representative of workers with which the Contractor has a collective bargaining Contract or other understanding, if any, a notice advising the labor organization or workers' representative of the Contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The Contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 75. The Contractor will not subcontract with any subcontractor where the Contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 75.
- E. The Contractor will certify that any vacant employment positions, including training positions, that are filled (i) after the Contractor is selected but before the Contract is executed, and (ii) with persons other than those to whom the regulations of 24 CFR Part 75 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 CFR Part 75.
- F. Noncompliance with HUD's regulations in 24 CFR Part 75 may result in sanctions, termination of this Contract for default, and debarment or suspension from future HUD assisted contracts.

With respect to work performed in connection with Section 3 covered Indian Housing Assistance, Section 7(b) of the Indian Self-Determination, and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this Contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this Contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

## 10.6 Access and Retention of Records

The Contractor shall provide access to the LACDA, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers and records of the Contractor, which are directly pertinent to the specific Contract for the purpose of making audits, examinations, excerpts and transcriptions. The Contractor is required to retain the aforementioned records for a period of five (5) years after the LACDA pays final payment and other pending matters are closed.

#### 10.7 Conflict of Interest

The Contractor represents, warrants and agrees that to the best of its knowledge, it does not presently have, nor will it acquire during the term of this Contract, any interest direct or indirect, by contract, employment or otherwise, or as a partner, joint venturer or shareholder (other than as a shareholder holding a one percent (1%) or less interest in publicly traded companies) or affiliate with any business or business entity that has entered into any contract, subcontract or arrangement with the LACDA. Upon execution of this Contract and during its term, as appropriate, the Contractor shall disclose in writing to the LACDA, any other contract or employment during the term of this Contract by any other persons, business or corporation in which employment will or may likely develop a conflict of interest between the LACDA's interest and the interests of the third parties.

#### 10.8 Indemnification

The Contractor ("Indemnitor") shall indemnify, defend and hold harmless the, LACDA, the County of Los Angeles, and each of their elected and appointed officers, officials, representatives, employees, successors, assigns, predecessors, lenders, accountants, attorneys, and agents (each an "Indemnitee") from and against any and all liability, demands, damages, claims, causes of action, judgments, awards, expenses, and fees (including reasonable attorneys', experts' and consultants' fees) including, but not limited to, claims for bodily injury, property damage, loss of income, pain and suffering, emotional and psychological distress, and death, that arises from, pertains to, or relates to (whether in whole or in part) errors. or omissions of Indemnitor, Indemnitor's agent(s). the acts. representative(s), employee(s), or any third party with whom Indemnitor directly contracts with (or for whom Indemnitor is otherwise legally responsible for) in connection with the performance of Indemnitor's obligations under this Contract (collectively, the "Indemnified Liabilities"). If Indemnitor is a "design professional" within the meaning of Civil Code § 2782.8, Indemnitor shall only be required to indemnify and defend Indemnitee to the extent that the claims arise from, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Indemnitor. Notwithstanding anything to the contrary, Indemnitor shall only be required to indemnify a particular Indemnitee to the extent that the Indemnified Liabilities was not caused by the sole negligence, active negligence or willful misconduct of that Indemnitee. Indemnitor agrees to require each and every third party with whom Indemnitor directly contracts with (or for whom Indemnitor is otherwise legally responsible for) to be considered an additional "Indemnitor" under this provision and to separately agree to indemnify, defend, and hold harmless

each Indemnitee for the work, materials, and services provided by that third party as required under this provision. The parties intend for this provision to not violate any applicable laws (including *Civil Code* §§ 2782 *et. seq.*) and, to the fullest extent permitted by law, this provision shall be interpreted in such a manner. In the event of a conflict between this provision and any other provision in this Contract or any other contract between Indemnitor and Indemnitee, this provision shall govern. This provision shall survive the termination or expiration of the Contract and will continue to remain in full force and effect for ten years from substantial completion of Indemnitor's services, work, or provision of materials, or until all applicable statutes of limitations for the Indemnified Liabilities have expired, whichever is longer.

# LACDA MUTUAL INDEMNITY

The Pierre Landscape, Inc. shall indemnify, defend, and hold harmless the LACDA and their officials, officers, employees, and agents (hereinafter collectively "Public Entities") from and against any and all liability, demands, damages, claims, causes of action, fees, and expenses (including reasonable attorneys' fees, expert witness fees, and legal costs) including, but not limited to, claims for bodily injury, property damage, and death (hereinafter collectively referred to as "liabilities") arising from or connected with the Pierre Landscape, Inc. acts, errors, and/or omissions under this contract or the services to be provided by Pierre Landscape, Inc. hereunder. The Pierre Landscape, Inc. shall not be required to indemnify, defend, and hold harmless the Public Entities from any liabilities that are caused by the sole negligence or willful misconduct of the LACDA or its officials, officers, employees, or agents.

The LACDA of the County of Los Angeles shall indemnify, defend, and hold harmless the Pierre Landscape, Inc. and its officials, officers, employees, and agents from and against any and all liability, demands, damages, claims, causes of action, fees, and expenses (including reasonable attorneys' fees, expert witness fees, and legal costs) including, but not limited to, claims for bodily injury, property damage, and death (hereinafter collectively referred to as "liabilities") arising from or connected with the LACDA's acts, errors, and/or omissions under this contract or the services to be provided by the LACDA hereunder. The LACDA shall not be required to indemnify, defend, and hold harmless the Pierre Landscape, Inc. or its officials, officers, employees, or agents from any liabilities that are caused by the sole negligence or willful misconduct of the Pierre Landscape, Inc. or its officials, officers, employees, or agents.

## 10.9 Subcontracting

The Contractor may subcontract only those specific portions of the work allowed in the original specifications covered by this Contract with prior written approval by the LACDA.

#### 10.10 Assignment

The Contractor shall not assign its rights or delegate its duties under the Contract, or both, whether in whole or in part, without the prior written consent of the LACDA, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, LACDA consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the LACDA to any approved delegate or assignee on any claim under the Contract shall be deductible, at the LACDA's sole discretion, against the claims, which the Contractor may have against the LACDA. However, the LACDA reserves the right to assign this Contract to another public agency without the consent of the Contractor.

Shareholders, partners, members, or other equity holders of the Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is affected in such a way as to give majority control of the Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of the LACDA in accordance with applicable provisions of this Contract.

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

## 10.11 Confidentiality of Reports

The Contractor shall keep confidential all reports, information and data received, prepared or assembled pursuant to performance hereunder. Such information shall not be made available to any person, firm, corporation or entity without the prior written consent of the LACDA.

#### 10.12 Severability

In the event that any provision herein contained is held to be invalid, void or illegal by any court of competent jurisdiction, the same shall be deemed severable from the remainder of the Contract and shall in no way affect, impair or invalidate any other provision contained herein. If any such provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

## 10.13 Safety Standards and Accident Prevention

The Contractor shall comply with all applicable Federal, state and local laws governing safety, health and sanitation. The Contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions, on his/her own responsibility, reasonably necessary to protect the life and health of employees on the job and the public and to protect property in connection with the performance of this Contract.

## 10.14 Drug Free Workplace Act of the State of California

The Contractor certifies under penalty of perjury under the laws of the State of California that the Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990.

#### 10.15 Copyright

No report, maps, or other documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of the Contractor. All documents become the property of the LACDA and the LACDA holds all the rights to said data.

#### 10.16 Independent Contractor

The Contractor shall perform the services as contained herein as an independent contractor and shall not be considered an employee of the LACDA, or under LACDA supervision or control. This Contract is by and between the Contractor and the LACDA, and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, between the LACDA and the Contractor.

#### 10.17 Waiver

No breach of any provision hereof can be waived unless in writing. Waiver of any one breach of any provision shall not be deemed to be a waiver of any breach of the same or any other provision hereof.

#### 10.18 Notices

The LACDA shall provide Contractor with notice of any injury or damage arising from or connected with services rendered pursuant to this Contract to the extent that the LACDA has actual knowledge of such injury or damage. The LACDA shall provide such notice within ten (10) days of receiving actual knowledge of such injury or damage.

Notices provided for in this Contract shall be in writing and shall be addressed to the representative of each Party.

#### LACDA:

Twima Earley, Director Los Angeles County Development Authority 700 W. Main St. Alhambra, CA 91801

Contractor:

Steve Andrews, Chief Growth Officer Pierre Landscape, Inc. 5455 2<sup>nd</sup> Street Irwindale, CA 91706

Notices shall be deemed delivered on the third day after posting by U.S. Mail or when delivered in person with written acknowledgement of the receipt thereof. LACDA and Contractor may designate a different address or addresses for notices to be sent by giving written notice of such change of address to all other parties entitled to receive notice.

#### 10.19 Interpretation

No provision of this Contract is to be interpreted for or against either party because that party or that party's legal representative drafted such provision, but this Contract is to be construed as if it were drafted by both parties hereto.

#### 10.20 Employees of Contractor

Workers' Compensation: Contractor understands and agrees that all persons furnishing services to the LACDA pursuant to this Contract are, for the purposes of workers' compensation liability, employees solely of Contractor. Contractor shall bear sole responsibility and liability for providing Workers' Compensation benefits to any person for injury arising from an accident connected with services provided to the LACDA under this Contract.

Professional Conduct: The LACDA does not and will not condone any act, gestures, comments or conduct from the Contractor's employees, agents or subcontractors which may be construed as sexual harassment or any other type of activity or behavior that might be construed as harassment. The LACDA will properly investigate all charges of harassment by residents, employees, agents, or subcontractors and is responsible for taking appropriate action after reports of harassment are received by the Contractor.

#### 10.21 Patent Rights

The LACDA will hold all the patent rights with respect to any discovery or invention which arises or is developed in the course of, or under, this Contract.

# 10.22 Notice to Employees Regarding the Federal Earned Income Credit

The Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Attachment A, Internal Revenue Service Notice 1015.

#### 10.23 Use of Recycled-Content Paper Products

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

#### 10.24 Contractor Responsibility and Debarment

- A. A responsible Contractor is a contractor, consultant, vendor or operating agency who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the policy of the LACDA and County to conduct business only with responsible contractors.
- B. The Contractor is hereby notified that if the LACDA acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the LACDA may, in addition to other remedies provided in the contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on LACDA contracts for a specified period of time, which generally will not to exceed five years but may exceed five years or be permanent if warranted by circumstances, and terminate any or all existing contracts the Contractor may have with the LACDA.
- C. The LACDA may debar a contractor, consultant, vendor or operating agency if the Board of Commissioners finds, in its discretion, that the contractor has done any of the following: (1) violated any term of a contract with the LACDA, or County or a nonprofit corporation created by the LACDA, or County, (2) committed an act or omission which negatively reflects on the its quality, fitness or capacity to perform a contract with the LACDA, or County, any other public entity, a nonprofit corporation created by the LACDA, or County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the LACDA, County, or any other public entity.
- D. If there is evidence that the Contractor may be subject to debarment, the LACDA will notify the Contractor in writing of the evidence, which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

- E. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the LACDA shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Commissioners.
- F. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contract Hearing Board shall be presented to the Board of Commissioners. The Board of Commissioners shall have the right to modify, deny or adopt the proposed decision and recommendation of the Hearing Board.
- G. If a Contractor has been debarred for a period longer than five years, that Contractor may, after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The LACDA may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the LACDA.
- H. The Contractor Hearing Board will consider a request for review of the debarment determination only where (1) the Contractor has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five years; and (3) the request is in writing, states one or more of the ground for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment Hearing.

The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. <u>The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Commissioners.</u> The Board of

Commissioners shall have the right to modify, deny or adopt the proposed decision and recommendation of the Contractor Hearing Board.

I. These terms shall also apply to subcontractors and subconsultants of County, LACDA contractors, consultants, vendors and agencies.

# 10.25 Compliance With Jury Service Program

- 1. Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program or that Contractor qualifies for an exception to the Jury Service Program, Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.
- For purposes of this Section, "Contractor" means a person, partnership, 2. corporation or other entity which has a contract with the LACDA or a subcontract with a LACDA contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more LACDA contracts or subcontracts. "Employee" means any California resident who is a full-time employee of Contractor. "Full time" means forty (40) hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the LACDA, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of ninety (90) days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for the LACDA under the Contract, the subcontractor shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.
- 3. If Contractor is not required to comply with the Jury Service Program when the Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify the LACDA if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The LACDA may also require, at any time during the Contract and at its sole discretion, that Contractor demonstrate to the LACDA's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of

"Contractor" and/or that Contractor continues to qualify for an exception to the Program.

4. Contractor's violation of this Section of the Contract may constitute a material breach of the Contract. In the event of such material breach, the LACDA may, in its sole discretion, terminate the Contract and/or bar Contractor from the award of future LACDA contracts for a period of time consistent with the seriousness of the breach.

## 10.26 Notice to Employees regarding The Safely Surrendered Baby Law

The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheets are set forth in Attachment B of this Contract and are also available on the Internet at www.babysafela.org for printing purposes.

# 10.27 <u>Contractor's Acknowledgment of LACDA's Commitment to the Safely Surrendered</u> <u>Baby Law</u>

The Contractor acknowledges that the LACDA places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the LACDA's policy to encourage all LACDA contractors to voluntarily post the "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used.

10.28 Intentionally Omitted

## 10.29 <u>Contractor's Warranty of Compliance With County's Defaulted Property Tax</u> <u>Reduction Program</u>

The Contractor acknowledges that the County has established a goal of ensuring that all individuals and businesses that benefit financially from the County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers. Unless the Contractor qualifies for an exemption or exclusion, the Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this Contract will maintain compliance, with the County's Defaulted Tax Program pursuant to Los Angeles County Code, Chapter 2.206.

#### 10.30 <u>Termination For Breach Of Warranty To Maintain Compliance With County's</u> <u>Defaulted Property Tax Reduction Program</u> Failure of the Contractor to maintain compliance with the requirements set forth in

Pailure of the Contractor to maintain compliance with the requirements set forth in Paragraph 10.29, "CONTRACTOR'S WARRANTY OF COMPLIANCE WITH

County's DEFAULTED PROPERTY TAX REDUCTION PROGRAM" shall constitute default under this Contract. Without limiting the rights and remedies available to the LACDA under any other provision of this Contract, failure of the Contractor to cure such default within 10 days of notice shall be grounds upon which the LACDA may terminate this contract and/or pursue debarment of the Contractor, pursuant to County's Defaulted Property Tax Reduction Program, to Los Angeles County Code, Chapter 2.206.

#### 10.31 Authorization Warranty

Each party represents and warrants that the person executing this Contract or any amendment thereto for that party is an authorized agent of such party who has actual authority to bind the party to each and every term, condition and obligation of this Contract, and that all requirements of each party have been fulfilled to provide such actual authority.

### 10.32 <u>Contractor's Compliance with the LACDA's Smoke Free Policy at All Housing</u> <u>Development Properties</u>

The Contractor represents that it will comply with the LACDA's policy strictly prohibiting smoking on all LACDA housing development properties, except at the South Bay Gardens Senior Housing Development located at 230 E. 130<sup>th</sup> Street, Los Angeles, CA 90061, where smoking is permitted only in a specified open area that is at least 25 feet away from a LACDA building and is clearly labeled as a **"Smoking Designated Area."** The Contractor acknowledges and understands that the LACDA's smoke free policy applies to all residents, guests, visitors, vendors, contractors, and staff.

## 10.33 <u>Time Off for Voting</u>

The Contractor shall notify its employees and shall require each subcontractor to notify and provide to its employees, information regarding the time off for voting law (Elections Code Section 14000). Not less than ten (10) days before every statewide election, every Contractor and subcontractors 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.

#### 10.34 Compliance with County's Zero Tolerance Human Trafficking

The Contractor acknowledges that the County of Los Angeles has established a Zero Tolerance Human Trafficking Policy prohibiting contractors from engaging in human trafficking.

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

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

10.35 Compliance with Fair Chance Employment Practices

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

- 10.36 <u>Unique Terms and Conditions</u>
  - 1. COVID-19 Vaccinations of LACDA Contractor Personnel
    - 1.1 At the Contractor's sole cost, the Contractor shall comply with Chapter 2.212 (COVID-19 Vaccinations of County Contactor Personnel) of Los Angeles County Code Title 2 - Administration, Division 4. All employees of the 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 LACDA employees, interns, volunteers, and commissioners ("LACDA workforce members"), (2) working on LACDA and 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").
    - 1.2 The 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").
    - 1.3 Prior to assigning the Contractor Personnel to perform In-Person Services, the Contractor shall obtain proof that such the Contractor Personnel have been fully vaccinated by confirming the 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 the Contractors who follow the CDPH vaccination records guidelines and standards. The Contractor shall also provide written notice to LACDA before the start of work under this Contract that its Contractor Personnel are in compliance with the requirements of this section. The Contractor shall retain such proof of vaccination for the document retention period set forth in this Contract and must provide such records to the LACDA for audit purposes, when required by LACDA.

- 1.4 The Contractor shall evaluate any medical or sincerely held religious exemption request of its Contractor Personnel, as required by law. If the Contractor has determined that the 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 LACDA for audit purposes, when required by LACDA. The unvaccinated exempt Contractor Personnel must meet the following requirements prior to (1) interacting in person with LACDA workforce members, (2) working on LACDA or 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 LACDA or other applicable law, regulation or order.
  - B. Wear a mask that is consistent with CDC recommendations at all times while on LACDA or County controlled or owned property, and while engaging with members of the public and LACDA workforce members.
  - C. Engage in proper physical distancing, as determined by the applicable LACDA department that the Contract is with.
- 1.5 In addition to complying with the requirements of this section, the Contractor shall also comply with all other applicable local,

departmental, State, and federal laws, regulations, and requirements for COVID-19.

### 10.37 <u>Facsimile/Electronic Representations:</u>

The LACDA and the Contractor hereby agree to regard facsimile/electronic representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Agreement, Change Orders and amendments prepared, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to amendments to this Contract, such that the parties need not follow up facsimile/electronic transmissions of such documents with subsequent (non-facsimile/electronic) transmission of "original" versions of such documents. Electronic signatures include facsimile or email electronic signatures.

Each executed counterpart 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 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, email 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.

#### 10.38 Entire Contract

This Contract with attachments constitutes the entire understanding and agreement of the parties.

[Signatures on the following page]

| | |

| | | | **IN WITNESS WHEREOF**, the LACDA and the Contractor, through their duly authorized officers, have executed this Construction Contract on the date and year first written above.

#### <u>LACDA</u>

LOS ANGELES COUNTY DEVELOPMENT AUTHORITY, A BODY CORPORATE AND POLITIC

By:

Title:

Date:

CONTRACTOR

PIERRE LANDSCAPE, INC

License Number: 638989

STEVE ANDREWS

CHIEF GROWTH OFFICER

EMILIO SALAS

Title: EXECUTIVE DIRECTOR

Date:

By:

APPROVED AS TO PROGRAM:

TWIMA EARLEY

Title: DIRECTOR, HOUSING OPERATIONS DIVISION Date:

APPROVED AS TO FORM Office of County Counsel, DAWYN R. HARRISON Acting County Counsel

**BUSINESS ADDRESS** 

5455 2<sup>ND</sup> STREET

	IRWINDALE, CA 91706	
By:	Telephone: (626) 587-21	21
Deputy	Fax: (626) 513-22	20
CORPORATE SEAL	Required Signatures:	

If sole proprietor, one signature of sole proprietor.
If partnership, the signature of at least one general partner authorized to sign contracts on behalf of the partnership.
If Corporation, the signatures of those officers required to sign contracts on behalf of the Corporation, and the Corporate Seal.

## BOARD LETTER/MEMO CLUSTER FACT SHEET

⊠ Board Letter		Board Memo	Other
CLUSTER AGENDA REVIEW DATE	7/20/2022		
BOARD MEETING DATE	8/9/2022		
SUPERVISORIAL DISTRICT AFFECTED	All 1 <sup>st</sup>	2 <sup>nd</sup> 3 <sup>rd</sup> 4 <sup>th</sup> 5 <sup>th</sup>	
DEPARTMENT(S)	Los Angeles County De	velopment Authority (LACDA)	
SUBJECT	TO PARTICIPATE IN T	DLUTION AUTHORIZING THE COUN HE FOURTH ROUND NOTICE OF FU IKE HOME PROGRAM	
PROGRAM	Housing Investment and	d Finance	
AUTHORIZES DELEGATED AUTHORITY TO DEPT	🛛 Yes 🗌 No		
SOLE SOURCE CONTRACT	🗌 Yes 🛛 No		
	If Yes, please explain w	'hy:	
DEADLINES/ TIME CONSTRAINTS	N/A		
COST & FUNDING	Total cost: N/A	Funding source: No Place Like Home (NPLH) funds fr Department of Housing and Commun	
	TERMS (if applicable):		
	Explanation: The recommended actions would allow the LACDA to apply for, receive, and incorporate into its Fiscal Year 2022-2023 budget up to \$173,957,962, to be used for the purposes of the development of supportive housing and administration of the NPLH Program in the County. The Department of Mental Health (DMH) is also authorized to incorporate into its Fiscal Year 2022-2023 budget NPLH administrative funds.		
PURPOSE OF REQUEST	The recommended action will allow for the use of the fourth tranche of NPLH funds in the County. Eligible uses of NPLH Program funds include acquisition, design,		
	construction, rehabilitation, preservation, and capitalized operating reserves for supportive housing for persons who are homeless, chronically homeless or at risk of chronic homelessness, and are living with a mental illness.		
BACKGROUND	The LACDA and DMH v	vill coordinate the timing for the next re	
(include internal/external issues that may exist including any related motions)	that targets the creation of housing opportunities for NPLH-eligible projects. The LACDA will return to your Board for funding approval for each project selected through future NPLH NOFA rounds.		
EQUITY INDEX OR LENS WAS UTILIZED	☐ Yes ⊠ No If Yes, please explain how:		
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	☐ Yes		
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Lynn Katano, Directo Lynn.Katano@lacda.org	r of Housing Investment and Fin	ance, (626) 586-1806,

August 9, 2022

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

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

Dear Supervisors and Commissioners:

### ADOPTION OF A RESOLUTION AUTHORIZING THE COUNTY OF LOS ANGELES TO PARTICIPATE IN THE FOURTH ROUND NOTICE OF FUNDING AVAILABILITY FOR THE NO PLACE LIKE HOME PROGRAM (ALL DISTRICTS) (3 VOTES)

## **SUBJECT**

This letter recommends adoption of an Authorizing Resolution for the Fourth Round of the No Place Like Home (NPLH) Program's Competitive Alternative Process Allocation Funds. These funds are allocated to the County of Los Angeles (County) and administered by the Los Angeles County Development Authority (LACDA), in partnership with the Los Angeles County Department of Mental Health (DMH), for the development of supportive housing for persons who are homeless, chronically homeless or at risk of chronic homelessness, and are living with a mental illness.

## IT IS RECOMMENDED THAT THE BOARD OF SUPERVISORS:

- 1. Adopt and instruct the Chair to sign the attached Authorizing Resolution, required by the State of California Department of Housing and Community Development (HCD), for participation in the NPLH Program's Fourth Round Notice of Funding Availability (NOFA).
- 2. Authorize the Acting Director of DMH, or her designee, to incorporate the portion of NPLH administrative funds that DMH will receive, through the

LACDA, into DMH's approved Fiscal Year 2022-2023 budget on an asneeded basis and to include in future years' budgets accordingly for the purposes described herein.

3. Find that the proposed actions are not a project under the California Environmental Quality Act (CEQA) for the reasons stated in this Board letter and the record.

## IT IS RECOMMENDED THAT THE BOARD OF COMMISSIONERS OF THE LOS ANGELES COUNTY DEVELOPMENT AUTHORITY:

- 1. Authorize the Executive Director, or his designee, to take all actions necessary to implement the NPLH Program using Fourth Round NOFA funds and to execute all necessary documents, including but not limited to execution of the State of California Standard Agreement (Standard Agreement) and any other related documents, for the purposes described herein.
- 2. Authorize the Executive Director, or his designee, to request from HCD and to incorporate, as needed, up to \$173,957,962 in NPLH Program funds into the LACDA's approved Fiscal Year 2022-2023 budget on an as-needed basis, and to include in future years' budgets accordingly for the purposes described herein.
- 3. Direct the LACDA to work in collaboration with DMH to ensure that all County obligations under the NPLH Program are satisfied
- 4. Find that the proposed actions are not a project under the California Environmental Quality Act (CEQA) for the reasons stated in this Board letter and the record.

## PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of this action is to adopt an Authorizing Resolution, required by HCD, that will allow the LACDA to apply for and accept NPLH Program funds, and to use those funds for the development of supportive housing for persons who are homeless, chronically homeless or at risk of chronic homelessness and are living with a mental illness.

In 2004, California voters approved Proposition 63, also known as the Mental Health Services Act (MHSA). MHSA provides funding for various county mental health services by increasing the income tax paid by those with income above \$1 million. This income tax raises \$1.5 billion to \$2.5 billion per year statewide.

Honorable Board of Supervisors & Commissioners August 9, 2022 Page 3

On July 1, 2016, Governor Brown signed Assembly Bill 1618, which authorized the creation of the NPLH Program. The NPLH Program allows for the issuance of \$2 billion in bond proceeds, to be repaid with MHSA funds, for the development of supportive housing for those experiencing homelessness, chronic homelessness or at-risk of chronic homelessness, and living with mental illness. On November 6, 2018, California voters approved Proposition 2, also known as the No Place Like Home Act of 2018. Proposition 2 allows the state to carry out the NPLH Program utilizing MHSA funds.

On April 30, 2019, the Board authorized the LACDA to take all actions necessary to apply for an initial allocation of NPLH Program funds and to implement the NPLH Program in the County, in partnership with DMH.

On March 31, 2020, the Board authorized the LACDA to take all action necessary to apply and receive the second tranche of NPLH funds in the County, in partnership with DMH.

The current action will allow for the use of the fourth tranche of NPLH funds in the County. Eligible uses of NPLH Program funds include acquisition, design, construction, rehabilitation, preservation, and capitalized operating reserves for supportive housing targeting eligible populations. Additionally, 10% of the funding can be used for the local administration of the program. This funding will be shared by the LACDA and DMH.

For HCD to generate and approve an NPLH Program Standard Agreement relative to the Fourth Round of NPLH Program Funding, HCD requires approval of an Authorizing Resolution.

## FISCAL IMPACT/FINANCING

The requested action will not impact the County's General Fund. The action would allow the LACDA to apply for, receive, and incorporate into its Fiscal Year 2022-2023 budget up to \$173,957,962, to be used for the purposes of the development of supportive housing and administration of the NPLH Program in the County. DMH is also authorized to incorporate into its Fiscal Year 2022-2023 budget NPLH administrative funds.

## FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The County has been authorized by HCD as an NPLH Program Alternative Process County, which allows for local control of NPLH Program funds. On April 30, 2019, the Board authorized the LACDA, in partnership with DMH, to administer NPLH Program funds throughout the County. The LACDA will function as the lead in requesting funding from HCD, releasing NOFAs, loan administration, and long-term monitoring/loan servicing. The LACDA will develop each NOFA and will collaborate with DMH in the review and selection of projects. DMH will also provide for the delivery of supportive services to the tenants in the NPLH-funded units for at least 20 years, monitor the provision of services, and approve eligible tenants.

Honorable Board of Supervisors & Commissioners August 9, 2022 Page 4

The LACDA's first NPLH Program NOFA was oversubscribed by approximately \$208 million, creating a pipeline of projects that requested funding. The LACDA has successfully cleared that initial pipeline through funding provided by HCD. The LACDA issued a second NPLH NOFA in October 2020 and the funded projects are in varying stages of the development process. As a result of the LACDA's two NPLH NOFAs, approximately \$440 million in funding has been committed, 48 projects are currently in construction, 19 projects are in the predevelopment phase, and four projects have completed construction. These projects represent more than 4,800 units of affordable housing, approximately 4,100 of which are reserved for NPLH-eligible residents or other supportive housing target populations.

The LACDA and DMH will coordinate the timing for the next release of NPLH funding that targets the creation of housing opportunities for NPLH-eligible projects. The LACDA will return to your Board for funding approval for each project selected through future NPLH NOFA rounds.

## ENVIRONMENTAL DOCUMENTATION

This action is not subject to the provisions of CEQA pursuant to State CEQA Guidelines 15060(c)(3) and 15378 because it is not defined as a project under CEQA and does not have the potential for causing a significant effect on the environment.

## **IMPACT ON CURRENT PROGRAM**

The NPLH Program will provide a significant investment for the development of supportive housing for qualifying persons who are living with a mental illness and are experiencing homelessness, chronic homelessness, or who are at risk of chronic homelessness, and will help leverage other local affordable housing funds.

Respectfully submitted,

EMILIO SALAS Executive Director

Enclosure

### A RESOLUTION OF THE LOS ANGELES COUNTY BOARD OF SUPERVISORS PROVIDING AUTHORIZATION TO PARTICIPATE IN THE FOURTH ROUND NOTICE OF FUNDING AVAILABILITY FOR THE NO PLACE LIKE HOME PROGRAM COMPETITIVE ALTERNATIVE PROCESS ALLOCATION FUNDS

WHEREAS, the State of California, Department of Housing and Community Development ("Department") issued a Notice of Funding Availability, dated October 29, 2021, as may be amended from time to time, ("NOFA"), under the No Place Like Home Program ("NPLH" or "Program") authorized by Government Code section 15463, Part 3.9 of Division 5 (commencing with Section 5849.1) of the Welfare and Institutions Code, and Welfare and Institutions Code section 5890; and

WHEREAS, the NOFA relates to the availability of a minimum of \$486 million in Competitive Allocation funds under the NPLH Program; and

WHEREAS, the County of Los Angeles ("County") is an Alternative Process County within the meaning as described in the NPLH Program Guidelines, dated September 2019 ("Guidelines").

NOW, THEREFORE, IT IS HEREBY RESOLVED that the Los Angeles County Board of Supervisors does hereby determine and declare that the County is hereby authorized and directed to apply for and accept the NPLH Program funds, as detailed in the NOFA released October 29, 2021, as may be amended from time to time, up to the amount authorized by the Guidelines and applicable state law.

IT IS FURTHER RESOLVED that the Executive Director of the Los Angeles County Development Authority, or designee, is hereby authorized and directed to act on behalf of the County in connection with the NPLH Competitive Allocation award, and upon satisfactory completion of negotiations, to enter into, execute, and deliver a State of California Standard Agreement ("Standard Agreement") and any and all other documents required or deemed necessary or appropriate as security for, evidence of, or pertaining to the NPLH Program funds, and all amendments thereto (collectively, the "NPLH Program Documents").

IT IS FURTHER RESOLVED that the County shall be subject to the terms and conditions that are specified in the Standard Agreement; that the application in full is incorporated as part of the Standard Agreement; that any and all activities funded, information provided, and timelines represented in the application are enforceable through the Standard Agreement; and that the County will use the NPLH Program funds in accordance with the Guidelines, other applicable rules and laws, the NPLH Program Documents, and any and all NPLH Program requirements.

IT IS FURTHER RESOLVED that the County will ensure that mental health supportive services are available to a project's NPLH tenants for at least 20 years and will ensure coordination of the provision of or referral to other services (including, but not limited to, substance use services) in accordance with a project's relevant supportive services plan in accordance with Welfare and Institutions Code section 5849.8(a).

PASSED AND ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by the following vote:

AYES:

NOES:

**ABSTENTIONS:** 

ABSENT:

By: Chair of the Board of Supervisors

ATTEST:

CELIA ZAVALA Executive Officer - Clerk of the Board of Commissioners

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

APPROVED AS TO FORM:

DAWYN R. HARRISON Acting County Counsel

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

## BOARD LETTER/MEMO CLUSTER FACT SHEET

Board Letter

Board Memo

Other

	1		
CLUSTER AGENDA REVIEW DATE	7/20/2022		
BOARD MEETING DATE	8/9/2022		
SUPERVISORIAL DISTRICT AFFECTED	⊠ All □ 1 <sup>st</sup> □ 2 <sup>nd</sup> □ 3 <sup>rd</sup> □ 4 <sup>th</sup> □ 5 <sup>th</sup>		
DEPARTMENT(S)	Los Angeles County De	velopment Authority (LACDA)	
SUBJECT	Recovery Program	cation of Funding and the Standard Agreement for the Disaster	
PROGRAM	Housing Investment and	d Finance	
AUTHORIZES DELEGATED AUTHORITY TO DEPT	🛛 Yes 🗌 No		
SOLE SOURCE CONTRACT	🗌 Yes 🛛 No		
	If Yes, please explain why:		
DEADLINES/ TIME CONSTRAINTS	N/A		
COST & FUNDING	Total cost: N/A	Funding source: Disaster Recovery Multifamily Housing Program (DR-MHP) grant funding from the State of California Department of Housing and Community Development (HCD)	
	TERMS (if applicable):		
	Explanation: The recommended actions would allow for the transfer from HCD of DR- MHP grant funds to the LACDA in an aggregate amount of \$3,298,996.53.		
PURPOSE OF REQUEST	Two separate DR-MHP grants were awarded to the County HCD for the rehabilitation, reconstruction, and/or new construction of affordable multifamily housing in designated areas impacted by the wildfires, flooding, mudflows, and debris flows in October and December of 2017, as well as July-September and November 2018. This action combines funding from the 2017 and 2018 DR-MHP grants into one funding award.		
BACKGROUND	Eligible uses of the DR-MHP funds include rehabilitation, reconstruction, and/or new		
(include internal/external	construction of affordable multifamily housing in designated areas impacted by the		
issues that may exist including any related	wildfires, flooding, mudflows, and debris flows from both the 2017 and 2018 disasters. On September 29, 2021, the LACDA issued an RFP, and in December 2021, the		
motions)	LACDA recommended one project, 2052 Lake Avenue, to HCD for approval. This		
	project, which is located in unincorporated Altadena, will provide 57 units of housing		
	set aside for homeless households, with one unrestricted manager's unit. Once HCD approves the recommendation, the LACDA will return to the Board for final approval.		
EQUITY INDEX OR LENS	Yes 🛛 No		
WAS UTILIZED	If Yes, please explain how:		
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	☐ Yes		
DEPARTMENTAL	Name, Title, Phone # & Email:		
CONTACTS	Lynn Katano, Director of Housing Investment and Finance, (626) 586-1806, Lynn.Katano@lacda.org		

August 9, 2022

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

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

Dear Supervisors and Commissioners:

### APPROVE AN AMENDMENT TO ALLOCATION OF FUNDING AND THE COMMUNITY DEVELOPMENT BLOCK GRANT – DISASTER RECOVERY PROGRAM STANDARD AGREEMENT (ALL DISTRICTS) (3 VOTE)

## **SUBJECT**

This letter requests the approval and adoption of a resolution amending the allocation of funding and the Standard Agreement for the 2017 Disaster Recovery Multifamily Housing Program (DR-MHP) grant funding to the County of Los Angeles (County). Two separate DR-MHP grants were awarded to the County by the State of California Department of Housing and Community Development (HCD) for the rehabilitation, reconstruction, and/or new construction of affordable multifamily housing in designated areas impacted by the wildfires, flooding, mudflows, and debris flows in October and December of 2017, as well as July-September and November 2018. This action combines funding from the 2017 and 2018 DR-MHP grants into one funding award.

## IT IS RECOMMENDED THAT THE BOARD OF SUPERVISORS:

- 1. Find that the proposed action is not a project under the California Environmental Quality Act (CEQA) for the reasons stated in this Board letter and the record.
- 2. Adopt and instruct the Chair to sign the attached Resolution, which amends the allocation of funding and the Standard Agreement for the 2017 DR-MHP funds to include 2018 DR-MHP Grants Funds in the amount of \$2,708,005.53, for an aggregate, not to exceed amount of \$3,298,996.53 for the rehabilitation, reconstruction and/or new construction of affordable multifamily housing in designated areas impacted by the wildfires, flooding, mudflows and debris flows in October and December of 2017 and July-September and November 2018.
- 3. Authorize the LACDA to act as agent of the County in the administration of the DR-MHP and authorize the Executive Director of the LACDA, or his designee, to take any and all necessary steps for the administration of the DR-MHP, including but not limited to executing the Master Standard Agreement and any subsequent amendments or modifications thereto, as well as any other documents which are related to the DR-MHP or the DR-MHP funds awarded.

## IT IS RECOMMENDED THAT THE BOARD OF COMMISSIONERS OF THE LOS ANGELES COUNTY DEVELOPMENT AUTHORITY:

- 1. Find that the proposed action is not a project under CEQA for the reasons stated in this Board letter and the record.
- 2. Authorize the LACDA to act as an agent of the County in the administration of the DR-MHP.
- 3. Authorize the Executive Director, or his designee, to take all necessary steps for the administration of the DR-MHP, including but not limited to executing the Standard Agreement and any subsequent amendments or modifications thereto, as well as any other documents which are related to the DR-MHP or the DR-MHP funds awarded.
- Authorize the LACDA to incorporate portions of the DR-MHP grant funds received from HCD into its approved Fiscal Year 2022-2023 budget on an as-needed basis, and to include in future years budgets accordingly, for the purposes described herein.

## PURPOSE /JUSTIFICATION OF RECOMMENDED ACTION

On May 1, 2020, HCD announced the availability of approximately \$66,000,000, as appropriated under Public Laws 115-123, for the 2017 DR-MHP to provide grant funding for the rehabilitation, reconstruction, and/or new construction of affordable multifamily housing in designated areas impacted by the wildfires, flooding, mudflows, and debris flows in October and December of 2017. The amount of 2017 DR-MHP grant funds awarded to the County for project and activity delivery costs is an amount not to exceed \$590,987.00.

On January 28, 2021, HCD also announced the availability of approximately \$250,000,000, as appropriated under Public Laws 115-254 and 116-20, for the DR-MHP 2018 to provide grant funding for the rehabilitation, reconstruction, and/or new construction of affordable multifamily housing in designated areas impacted by the wildfires in July – September and November 2018. The amount of DR-MHP 2018 grant funds awarded to the County for project and activity delivery costs is an amount not to exceed \$2,708,009.53.

On April 6, 2021, the Board authorized the LACDA to act as an agent of the County in the administration of the DR-MHP and authorized the Executive Director of the LACDA, or his designee, to take any and all necessary steps for the administration of the DR-MHP. Additionally, the Board approved Resolutions authorizing the execution of a Master Standard Agreement to receive up to \$590,987.00 in 2017 DR-MHP grant funds, and to receive up to \$2,708,009.53 in 2018 DR-MHP grant funds. The LACDA entered into a Standard Agreement with the Department on October 5, 2021 for 2017 DR-MHP grants funds and on September 24, 2021 enter into a Standard Agreement for 2018 DR-MHP grant funds.

The LACDA completed a Request for Proposals process for the use of DR-MHP funds for the construction of new multifamily affordable rental housing and selected one project to recommend to HCD to receive both the 2017 and 2018 DR-MHP funds. Because one project is recommended to receive the combined 2017 and 2018 DR-MHP award, HCD requested that the County amend the 2017 Master Standard Agreement and Resolution to include 2018 DR-MHP funds to facilitate the loan process and compliance monitoring.

Approving the Resolution will allow the County, through the LACDA, to provide funding for affordable housing development.

## FISCAL IMPACT/FINANCING

The requested actions will not impact the County's General Fund. The recommended actions would allow for the transfer from HCD of DR-MHP grant funds to the County in an aggregate amount of \$3,298,996.53. DR-MHP grant funds will be incorporated into the LACDA's approved Fiscal Year 2022-2023 budget and future years' budgets, as needed.

## FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Eligible uses of the DR-MHP funds include rehabilitation, reconstruction, and/or new construction of affordable multifamily housing in designated areas impacted by the wildfires, flooding, mudflows, and debris flows from both the 2017 and 2018 disasters. The LACDA, acting as an agent of the County, will take all necessary actions to receive and implement the grant funding. This includes executing Master Standard Agreements with HCD and any amendments.

On September 29, 2021, the LACDA issued an open solicitation process, as required by HCD, to provide developers the opportunity to submit potential projects in an open and competitive process. In December 2021, the LACDA recommended one project, 2052 Lake Avenue, to HCD for approval. This project, which is located in unincorporated Altadena, will provide 57 units of housing set aside for homeless households, with one unrestricted manager's unit. Once HCD approves the recommended project, the LACDA will then seek funding approval from the Board of Commissioners of the LACDA for final approval.

## **ENVIRONMENTAL DOCUMENTATION**

The recommended actions to approve and execute the Resolution and to designate the LACDA to act as an agent for the County to administer DR-MHP funds are not subject to the provisions of CEQA because they are activities that are excluded from the definition of a project by section 21065 of the Public Resources Code and section 15378(b)(5) of the State CEQA Guidelines. The proposed actions are administrative actions of government that do not involve any commitment to a specific project that may result in a potentially significant physical impact on the environment.

## **IMPACT ON CURRENT PROGRAM**

The DR-MHP funds will assist in the development of affordable housing in the County.

Respectfully submitted,

EMILIO SALAS Executive Director

Enclosures

## A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES APPROVING AN AMENDMENT TO THE ALLOCATION OF FUNDING AND CDBG-DR PROGRAM STANDARD AGREEMENT

**WHEREAS**, the State of California, Department of Housing and Community Development ("Department") announced the availability of approximately \$300 million in Disaster Recovery Multifamily Housing Program ("DR-MHP") grant funds to provide funding for the rehabilitation, reconstruction, and/or new construction of affordable multifamily housing in designated areas impacted by the wildfires in October and December of 2017; and July – September and November of 2018;

**WHEREAS,** the Department authorized a grant of up to \$590,987.00 in 2017 DR-MHP funds to the County of Los Angeles ("County"), through its agent, the Los Angeles County Development Authority ("LACDA"); and

**WHEREAS,** the LACDA on behalf of the County on October 5, 2021 entered into a Master Standard Agreement with the Department to receive 2017 DR-MHP grant funds; and

**WHEREAS,** the Department authorized a grant of up to \$2,708,005.53 in 2018 DR-MHP grant funds to the County, through its agent, the LACDA; and

**WHEREAS,** the LACDA on behalf of the County on September 24, 2021 entered into a Master Standard Agreement with the Department to receive 2018 DR-MHP grant funds; and

**WHEREAS**, the LACDA desires to amend the 2017 Master Standard Agreement with the Department to include DR-MHP grant funds awarded through the 2018 DR-MHP in the amount of \$2,708,005.53.

# NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES:

## SECTION 1:

The County Board of Supervisors, also acting as the LACDA Board of Commissioners, hereby authorizes the LACDA to act as its agent, and authorizes the LACDA Executive Director, or his designee, to amend and execute the 2017 Master Standard Agreement ("Agreement") in the aggregate amount, not to exceed \$3,298,996.53 ("Grant Funds"), for the combined 2017 and 2018 DR-MHP Grant Funds allocated to the LACDA, on behalf of the County.

The LACDA, acting as an agent of the County, agrees to perform the following activities, as further detailed in the Agreement, as a means to facilitate the development of multifamily housing (rehabilitation, reconstruction, or new construction), pursuant to the DR-MHP Policies and Procedures:

- Implement a project solicitation process to receive multifamily development project applications from Developers;
- Underwrite, select, and prioritize those projects in accordance with the DR-MHP Policies and Procedures;
- Submit those selected and prioritized project applications to the Department; and
- Oversee and monitor the construction and lease up of Department approved projects during the construction period through the affordability period.

## SECTION 2:

The LACDA Board of Commissioners hereby authorizes and directs the Executive Director, or his designee, to execute, and if necessary amend, the Agreement and any and all subsequent amendments thereto with the State of California for the purposes of the DR-MHP Grant Funds.

## SECTION 3:

The LACDA Board of Commissioners authorizes the Executive Director, or his designee, to execute and deliver all project applications or any and all related documentation, as needed for the purpose of effectuating the terms of the Agreement; and to act on the County's behalf in all matters pertaining to all such applications and documentation necessary to carry out the Agreement, and any and all subsequent amendments thereto with the State of California for the purposes of the DR-MHP Grant Funds.

## **SECTION 4:**

If an application is approved, the Executive Director of the LACDA, or his designee, is authorized to enter into, execute and deliver the Notice(s) to Proceed, and any and all subsequent amendments thereto with the State of California for the purposes of the DR-MHP Grant Funds.

## SECTION 5:

If an application is approved, the Executive Director of the LACDA, or his designee, is authorized to sign and submit DR-MHP Grant Funds requests and all required reporting forms and other documentation as may be required by the State of California from time to time in connection with the Agreement for purposes of the DR-MHP Grant Funds.

**APPROVED AND ADOPTED** by the Los Angeles County Board of Supervisors on this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

AYES: \_\_\_\_\_

NOES:

ABSENT:

ABSTAIN: \_\_\_\_

APPROVED AS TO FORM:

HOLLY J. MITCHELL Chair of the Los Angeles County Board of Supervisors DAWYN R. HARRISON Acting County Counsel

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

By: \_\_\_\_\_

## **STATE OF CALIFORNIA**

County of Los Angeles

I, Celia Zavala, Clerk of the Board of Supervisors of the County of Los Angeles, State of California, hereby certify the above and foregoing to be a full, true and correct copy of a resolution adopted by said Board of Supervisors on this \_\_\_\_ day of \_\_\_\_\_, 2022.

> Celia Zavala, Clerk of the Board of Supervisors of the County of Los Angeles, State of California

By: \_\_\_\_\_ Name and Title

## BOARD LETTER/MEMO CLUSTER FACT SHEET

⊠ Board Letter		Board Memo	□ Other	
CLUSTER AGENDA REVIEW DATE	7/20/2022			
BOARD MEETING DATE	8/9/2022			
SUPERVISORIAL DISTRICT AFFECTED	🗌 All 🛛 1 <sup>st</sup> 🕅	2 <sup>nd</sup> 3 <sup>rd</sup> 4 <sup>th</sup> 5 <sup>th</sup>		
DEPARTMENT(S)	LA County Library			
SUBJECT	Accept a Grant Award o Teen Culture Club	f \$125,000 from the California State Lib	rary for the Library's	
PROGRAM	Teen Culture Club			
AUTHORIZES DELEGATED AUTHORITY TO DEPT	🛛 Yes 🗌 No			
SOLE SOURCE CONTRACT	🗌 Yes 🛛 No			
	If Yes, please explain why:			
DEADLINES/ TIME CONSTRAINTS				
COST & FUNDING	Total cost: \$125,000	Funding source: California State Library		
	TERMS (if applicable):         The grant period is from March 1, 2022 through March 31, 2024			
	Explanation:			
PURPOSE OF REQUEST	Accept grant funding of \$125,000 from the California State Library for the LA County Library's Teen Culture Club at the Chicano, Asian Pacific Center, Black Resource Center, and America Indian Resource Center; and authorize the County Librarian to execute documents, agreements or amendments associated with the acceptance and use of the grant.			
BACKGROUND (include internal/external issues that may exist including any related motions)	Since 1978, LA County Library's American Indian, Asian Pacific, Black, and Chicano Resource Centers have provided underserved populations with cultural information and impactful programming that engages and highlights the unique experiences of their respective communities. These centers also provide space for community building while celebrating inclusivity and diversity. However, programming at these centers has been primarily geared towards adults, leaving teenagers underserved. Acceptance of this grant will allow the Library to create a Teen Club at its four cultural resource centers.			
EQUITY INDEX OR LENS WAS UTILIZED	☐ Yes ⊠ No If Yes, please explain how:			
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	Xes □ No If Yes, please state which one(s) and explain how: Board Priority #7: Sustainability: Approval of the grant award supports the vision of making the County more livable, economically stronger, more equitable, and more resilient, by providing teenagers with opportunities to learn and explore the cultures, histories, traditions, and accomplishments of underrepresented populations in Los Angeles County and empowering them to speak out on issues of cultural inclusion and understanding.			
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Grace Reyes (Library), <i>a</i> greyes@library.lacounty	Administrative Deputy, (562) 940-8406,		



August 9, 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:

## ACCEPT A GRANT AWARD OF \$125,000 FROM THE CALIFORNIA STATE LIBRARY FOR THE LIBRARY'S TEEN CULTURE CLUB (SUPERVISORIAL DISTRICTS 1, 2 and 4) (3 VOTES)

### **SUBJECT**

LA County Library (Library) is recommending that the Board of Supervisors accept a grant award of \$125,000 from the California State Library (CSL), funded by the Stronger Together: Out of School Time grant program, for the Library's Teen Culture Club.

## IT IS RECOMMENDED THAT YOUR BOARD:

- 1. Find that the proposed actions are not a project under the California Environmental Quality Act (CEQA) pursuant to the State CEQA Guidelines, Section 15378.
- 2. Accept grant funding of \$125,000 from the California State Library for the Library's Teen Culture Club.
- 3. Delegate authority to the County Librarian, or her designee, to execute documents, agreements or amendments associated with the acceptance and use of the grant, subject to County Counsel's approval as to form.



7400 E Imperial Highway, Downey, CA 90242 | 562.940.8400 | LACountyLibrary.org

COUNTY OF LOS ANGELES SUPERVISORS				
HILDA L. SOLIS	HOLLY J. MITCHELL	SHEILA KUEHL	JANICE HAHN	KATHRYN BARGER
1st District	2nd District	3rd District	4th District	5th District

## PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The LA County Library houses four Cultural Resource Centers (Centers), American Indian, Asian Pacific, Black, and Chicano, that have served communities of color since 1978. The Centers provide underserved populations with information and programs that highlight the unique experiences of their cultural groups and are spaces for community building that celebrate inclusivity and diversity. However, programming at these centers is primarily geared towards adults, leaving teenagers underserved.

Approval of the recommended actions will enable the Library to create a Teen Culture Club for youth ages 13 - 17 at the Centers. The Teen Culture Club will provide programs and a space for empowering teen voices through engagement and conversation around culture and cultural concerns.

## Implementation of Strategic Plan Goals

The County Strategic Plan directs the provisions of Strategy II.2, Support the Wellness of our Communities, Objective II.2.2, Expand Access to Recreational and Cultural Opportunities, and Strategy III.3, Pursue Operational Effectiveness, Fiscal responsibility, and Accountability, Objective III.3.2 Manage and Maximize County Assets. The recommended actions support the Strategic Plan by providing teenagers with opportunities to learn and explore the cultures, histories, traditions, and accomplishments of underrepresented populations in Los Angeles County and empowering them to speak out on issues of cultural inclusion and understanding.

## FISCAL IMPACT/FINANCING

The \$125,000 grant award is funded by the Stronger Together: Out of School Time grant program. The grant requires a minimum 20 percent match. LA County Library will match grant funds in-kind with staff time needed to establish and facilitate the Teen Culture Club at its four Cultural Resource Centers.

The grant period is from March 1, 2022 through March 31, 2024. The grant award will be used to fund staff and purchase the necessary supplies and materials for the Library's Teen Culture Club. LA County Library's existing Fiscal Year 2022-23 Operating Budget has the appropriation to cover grant expenditures. Upon expiration of the grant funding, the Library is not obligated to continue with the program, and will eliminate or reduce, as appropriate, program costs funded by the grant.

## FACTS AND PROVISIONS/LEGAL REQUIREMENTS

After applying for the Stronger Together: Out of School Time grant, the Library was selected to receive a \$125,000 grant with at least 20 percent matching funds requirement.

County policy requires grants submission to the Board of Supervisors for acceptance. A Grant Management statement is required when the grant amount is \$100,000 or more. (Attachment A).

## ENVIRONMENTAL DOCUMENTATION

The recommended actions are not subject to the CEQA requirements because they do not constitute a project according to Section 15378 of CEQA.

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

This grant will enable the Library to support young people of color through cultural programming and services designed specifically to meet the needs of the communities it serves.

#### CONCLUSION

If there are any questions or there is a need for additional information, please contact Yolanda De Ramus, Chief Deputy, at (562) 940-8412.

Respectfully submitted,

Skye Patrick County Librarian

SP:YDR:GR:EM

Attachment

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

https://lacounty.sharepoint.com/sites/publiclibrary/docs/staffservices/Documents/BOARD RELATED/Board Letters/DRAFTS/Reading Machine CSL Grant \$250K/5. Accept \$250K grant from the CSL for Reading Machine v3.docx

August 9, 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:

## AWARD A CONTRACT FOR ADMINISTRATIVE SERVICES RELATED TO THE SCHOOLS AND LIBRARIES PROGRAM (E-RATE PROGRAM) FOR LA COUNTY LIBRARY (ALL SUPERVISORIAL DISTRICTS) (3 VOTES)

#### **SUBJECT**

Approve the proposed contract with Sutherland Consulting Group, Inc. (Contractor) to provide administrative services related to the schools and libraries program (E-rate Program) for LA County Library in response to a Request for Proposal (RFP) released on March 7, 2022.

#### IT IS RECOMMENDED THAT YOUR BOARD:

- 1. Find that the proposed actions are not a project under the California Environmental Quality Act (CEQA) pursuant to the State CEQA Guidelines, Section 15378.
- 2. Approve the award of a contract to Sutherland Consulting Group, Inc. to provide administrative services related to the schools and libraries program (E-rate Program) to LA County Library and instruct the Chair to sign a contract with Sutherland Consulting Group, Inc. for a period of five (5) years, with one (1) one-year renewal option, and month-to-month extensions not to exceed a total of six (6) months, at a total contract sum not to exceed \$1,430,000 for the six (6) years and six (6) months under the proposed contract. The contract will become effective upon your Board's approval.
- 3. Approve and delegate authority to the County Librarian, or designee, to approve unanticipated work within the scope of the contract.

- 4. Approve and delegate authority to the County Librarian, or designee, to execute amendments to exercise one (1) one-year renewal option and month-to-month extensions not to exceed six (6) months under the terms of the contract.
- 5. Approve and delegate authority to the County Librarian, or designee, to execute amendments to modify the terms of the Statement of Work that do not materially alter the contract, and/or add/change certain terms and conditions in the contract, as may be required by the Board or Chief Executive Office and to adjust the Contractor's annual fee included in the annual contract sum due to such changes, if any.

#### PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

In 1996, Congress mandated a program to make telecommunications and information services more affordable for schools and libraries in the United States. As a result, the Federal Communications Commission (FCC) implemented the Schools and Libraries Program, also known as the E-rate Program which provides discounted telecommunications, Internet access, and internal connections to eligible schools and libraries through reimbursement from the Universal Service Administration Company (USAC).

Although the E-rate Program has helped many schools and libraries, the process has proven to be complex, time consuming and confusing. The complexity of the E-rate program has resulted in many entities hiring consultants to address the program's specialized tasks and requirements. In addition to these challenges, Library required a consultant because it does not have technical expertise or support to eligibility, regulatory compliance, the filing of appeals, etc.

On May 2, 2017, your Board delegated authority to the County Librarian to enter into an agreement with the Southern California Library Cooperative (SCLC) and, utilizing Library's existing SCLC membership, to allow SCLC to act as the Library's administrative intermediary as it relates to maximizing reimbursement of the E-rate Program. On January 8, 2018, Library executed an agreement with SCLC. SCLC is no longer able to provide E-rate Program services for the Library and the contract will terminate upon execution of this proposed contract.

Since the inception of the E-rate Program, Library has collected \$5,000,000 in E-rate Program reimbursements which has allowed the Library to implement network upgrades to provide faster, more reliable internet access to Library customers. Through the E-rate Program, Library is also eligible to receive continued discounts on telecommunications, telecommunications services, and Internet access, up to 90% of costs.

On March 7, 2022, LA County Library released a Request for Proposals for administrative services for the E-rate Program. On March 31, 2022, LA County Library received one proposal, from Sutherland Consulting Group, Inc. The proposal was evaluated to ensure that Sutherland Consulting Group Inc. was a responsive and responsible proposer.

Approval of the recommended actions will ensure continued federally subsidized upgrades of the broadband connection and continued services for all County libraries offered by the E-rate Program. The recommended contract will become effective upon your Board's approval.

The total contract amount will not exceed \$1,430,000 over the six (6) years and six (6) months of this contract.

## Implementation of Strategic Plan Goals

The County Strategic Plan directs the provisions of Strategy II.2, Support the Wellness of our communities, Objective II.2.2, Expand Access to Recreational and Cultural Opportunities; and Strategy III.2, Embrace Digital Government for the Benefit of our Internal Customers and Communities, Objective III.2.1, Enhance Information Technology Platforms to Securely Share and Exchange Data, Objective III.2.2, Leverage Technology to Increase Visibility of and Access to Services, and Objective III.2.3, Prioritize and Implement technology Initiatives That Enhance Service Delivery and Increase Efficiency. The recommended actions support the Strategic Plan by providing ongoing contractual administrative services for the E-rate Program which supports the operations of LA County Library by providing discounted telecommunications, Internet access, and internal connections to all LA County Libraries.

## FISCAL IMPACT/FINANCING

LA County Library anticipates a maximum expenditure of \$1,430,000 over the six (6) years and six (6) months under the proposed contract. For the first two years expenditures for this contract will be fully offset by the E-rate Program, resulting in a net zero cost to the County. For the remaining years of the contract funding will be included in the Library's Operating Fund, supported by projected property tax growth.

## FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The current contract with SCLC will terminate upon execution of the proposed contract.

The Board is authorized to approve this contract pursuant to Government Code Section 31000. This RFP was exempt from Proposition A because the services are part-time and intermittent.

Under the provisions of Section 2.121.250 through Section 2.121.420 of the Los Angeles County Code, proposals were solicited for the provision of administrative services for the E-rate Program. All requirements of County Code Section 2.121.380 have been met and there is no conflict of interest.

On final analysis and consideration of the awards, the recommended contractor was selected without regard to gender, race, color, creed, or national origin.

The proposed contract contains a provision, (which the recommended contractor agrees), that requires the contractor to give first consideration for any employment openings to qualified permanent County employees who are targeted for layoffs or on the County's re-employment list during the life of the contract. The recommended contractor further agrees to comply with all County standard terms and conditions, including indemnification and insurance requirements, Child Support Compliance Program, Defaulted Property Tax Reduction Program, Jury Service Program and the Safely Surrendered Baby Law.

The recommended contract with Sutherland Consulting Group, Inc. shall commence upon the Board's approval, for a five (5) year term, with one (1) one-year and six (6) month-tomonth extensions at the option of LA County Library in accordance with the Term of the Contract, for a maximum term of five (6) years and six (6) months. The Contractor is in compliance with all Board, CEO, and County Counsel requirements. Additionally, the contract contains performance standards, including liquidated damages for substandard and/or non-performance.

The attached contract with Sutherland Consulting Group, Inc. (Attachment B) has been reviewed and approved as to form by County Counsel.

## **CONTRACTING PROCESS**

On March 7, 2022, LA County Library released a Request for Proposals for administrative services for the E-rate Program. The solicitation was posted on the County's "Doing Business with Us" web site (Attachment A). Advertisements were placed in the Los Angeles Times, Long Beach Press Telegram, and San Gabriel Valley Tribune.

On March 7, 2022, LA County Library received one proposal, from Sutherland Consulting Group. This proposal was evaluated utilizing the informed averaging scoring method and rated on the following criteria: proposer's qualifications; proposer's approach to providing required services; and cost. All related evaluation materials and scoring documents were

retained. LA County Library also reviewed available resources to assess the recommended contractors' past performance.

Sutherland Consulting Group, Inc. met all the minimum RFP requirements and its proposal was complete and detailed. The proposal clearly demonstrated that Sutherland Consulting Group, Inc. has a good understanding of the scope of work to be performed and the complexity of LA County Library's service requirements. Sutherland Consulting Group, Inc. has verifiable experience with the E-rate Program as required by LA County Library.

#### ENVIRONMENTAL DOCUMENTATION

The recommended actions are not subject to the California Environmental Quality Act (CEQA) because they do not constitute a project according to Section 15378 of CEQA.

#### IMPACT ON CURRENT SERVICES

Award of this service contract will allow LA County Library to continue the ongoing administrative services related to the E-rate Program for LA County Library by providing discounted telecommunications, Internet access, and internal connections to all LA County Libraries.

#### CONCLUSION

Please return to LA County Library two fully conformed copies of the contract with original signatures.

If there are any questions or there is a need for additional information, please contact me at (562) 940-8400.

Respectfully submitted,

SKYE PATRICK County Librarian

SP:YDR:GR:EM

Enclosures

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