



County of Los Angeles  
Chief Executive Office

## COMMUNITY SERVICES CLUSTER AGENDA REVIEW MEETING

FESIA A. DAVENPORT  
Chief Executive Officer

**DATE:** Wednesday, October 19, 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](#)

### AGENDA

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

1. **CALL TO ORDER**
2. **INFORMATIONAL ITEM(S):** [Any Information Item is subject to discussion and/or presentation at the request of two or more Board offices with advance notification]:
  - A. Board Letter (Agricultural Commissioner/Weights and Measures) for November 1, 2022 Board agenda:  
APPROVAL OF AGREEMENT #22-0923-004-SF  
WITH THE CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE  
FOR THE PEST EXCLUSION/DETECTOR DOG PROGRAM
  - B. Board Letter (Animal Care and Control) for November 1, 2022 Board agenda:  
DELEGATE AUTHORITY TO THE DIRECTOR OF  
ANIMAL CARE AND CONTROL TO ACCEPT THE DONATION  
OF A TRAILER AND SUPPLIES TO SUPPORT DISASTER RELIEF  
EFFORTS
  - C. Board Letter (Los Angeles County Development Authority) for November 1, 2022 Board agenda:  
AWARD FOUR JOB ORDER CONTRACTS AND APPROVE A  
CONSTRUCTION TASK CATALOG
  - D. Board Letter (Public Works) for November 1, 2022 Board agenda:  
TRANSPORTATION CORE SERVICE AREA  
ANNEXATION AND LEVYING OF ASSESSMENTS  
FOR COUNTY LIGHTING DISTRICTS AND  
NEGOTIATED EXCHANGE OF PROPERTY TAX REVENUES  
CITY OF CARSON

- E.** Board Letter (Public Works) for November 1, 2022 Board agenda:  
TRANSPORTATION CORE SERVICE AREA  
ANNEXATION AND LEVYING OF ASSESSMENTS  
FOR COUNTY LIGHTING DISTRICTS AND  
NEGOTIATED EXCHANGE OF PROPERTY TAX REVENUES FOR  
APPROVED TENTATIVE SUBDIVISION TERRITORIES IN THE  
UNINCORPORATED AREAS OF AVOCADO HEIGHTS AND CASTAIC  
(SUPERVISORIAL DISTRICTS 1 AND 5)
- F.** Board Letter (Public Works) for November 1, 2022 Board agenda:  
SERVICES CONTRACT  
PUBLIC CONTRACTING AND ASSET MANAGEMENT CORE SERVICE  
AREA AWARD OF SERVICES CONTRACTS  
ON-CALL HAUL TRUCK SERVICES PROGRAM
- G.** Board Letter (Public Works) for November 1, 2022 Board agenda:  
WATER RESOURCES CORE SERVICE AREA  
WATERSHED CONSERVATION AUTHORITY  
FISCAL YEAR 2022-23 ANNUAL BUDGET
- H.** Board Letter (Public Works) for November 1, 2022 Board agenda:  
CONSTRUCTION-RELATED CONTRACT  
PUBLIC CONTRACTING AND ASSET MANAGEMENT CORE SERVICE  
AREA AWARD OF CONTRACTS FOR ON-CALL  
SEWER MAINTENANCE ENGINEERING DESIGN, PROJECT  
MANAGEMENT, INSPECTION, AND OTHER SUPPORT SERVICES
- I.** Board Letter (Public Works) for November 1, 2022 Board agenda:  
SERVICES CONTRACT  
PUBLIC CONTRACTING AND ASSET MANAGEMENT CORE SERVICE  
AREA FUNDING SUPPLEMENT FOR ON-CALL DESIGNATED  
UNDERGROUND STORAGE TANK OPERATOR SERVICES
- J.** Board Letter (Public Works) for November 1, 2022 Board agenda:  
SERVICES CONTRACT  
PUBLIC CONTRACTING AND ASSET MANAGEMENT CORE SERVICE  
AREA FUNDING SUPPLEMENT FOR ON-CALL UNDERGROUND AND  
ABOVEGROUND STORAGE TANK TESTING AND CERTIFICATION  
SERVICES
- K.** Board Letter (Public Works) for November 1, 2022 Board agenda:  
CONSTRUCTION CONTRACT  
TRANSPORTATION CORE SERVICE AREA  
DELEGATED AUTHORITY TO ADOPT, ADVERTISE, AND AWARD  
VINCENT COMMUNITY BIKEWAYS  
PROJECT ID NO. RDC0016225  
IN THE CITIES OF AZUSA, COVINA, IRWINDALE, AND WEST COVINA  
AND IN THE UNINCORPORATED COMMUNITY OF VINCENT

- L.** Board Letter (Public Works) for November 1, 2022 Board agenda:  
CONSTRUCTION CONTRACT  
TRANSPORTATION CORE SERVICE AREA  
DELEGATED AUTHORITY TO ADOPT, ADVERTISE, AND AWARD LOS  
NIETOS SAFE ROUTES TO SCHOOL - PHASE 2  
PROJECT ID NO. RDC0016316  
IN THE UNINCORPORATED COMMUNITIES OF  
LOS NIETOS AND WEST WHITTIER
- M.** Board Letter (Public Works) for November 1, 2022 Board agenda:  
CONSTRUCTION CONTRACT  
TRANSPORTATION CORE SERVICE AREA  
DELEGATE AUTHORITY TO ADOPT, ADVERTISE, AND AWARD  
CASTAIC ROAD AT RIDGE ROUTE ROAD AND  
THE OLD ROAD AT PARKER ROAD  
PROJECT ID NO. TDS0001703  
IN THE UNINCORPORATED COMMUNITY OF CASTAIC
- N.** Board Letter (Public Works – Capital Projects) for November 1, 2022 Board  
agenda:  
CONSTRUCTION-RELATED CONTRACT  
CONSTRUCTION MANAGEMENT CORE SERVICE AREA  
NORMANDIE AND 95TH STREET PARK PROJECT APPROVE CAPITAL  
PROJECT AND BUDGET  
ADOPT, ADVERTISE, AND AWARD  
SPECS. 7775; CAPITAL PROJECT NO. 69803
- O.** Board Letter (Regional Planning) for November 1, 2022 Board agenda:  
AWARD CONTRACT TO PREPARE  
LOS ANGELES COUNTY OIL WELL AMORTIZATION STUDY

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

- A.** Board Briefing (Los Angeles County Development Authority):  
SENIOR GRANT PROGRAM AND ARPA NOFA  
Speaker: Emilio Salas

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

**5. ADJOURNMENT**

# BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

<b>CLUSTER AGENDA REVIEW DATE</b>	10/19/2022		
<b>BOARD MEETING DATE</b>	11/1/2022		
<b>SUPERVISORIAL DISTRICT AFFECTED</b>	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 <sup>st</sup> <input type="checkbox"/> 2 <sup>nd</sup> <input type="checkbox"/> 3 <sup>rd</sup> <input type="checkbox"/> 4 <sup>th</sup> <input type="checkbox"/> 5 <sup>th</sup>		
<b>DEPARTMENT(S)</b>	Agricultural Commissioner/Weights and Measures (ACWM)		
<b>SUBJECT</b>	Requesting approval of an agreement with the California Department of Food and Agriculture (CDFA) for the continuation of the California Agricultural Detector Dog Program, which provides for the inspection of agricultural materials shipped through parcel distribution businesses to prevent the introduction of federally, foreign and domestically identified quarantined pests into California.		
<b>PROGRAM</b>	Pest Exclusion/Produce Quality		
<b>AUTHORIZES DELEGATED AUTHORITY TO DEPT</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
<b>SOLE SOURCE CONTRACT</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why:		
<b>DEADLINES/ TIME CONSTRAINTS</b>	Current contract with CDFA ends June 30, 2022		
<b>COST &amp; FUNDING</b>	Total cost:	\$656,643.65	Funding source:
			CDFA
	TERMS (if applicable):		
	Explanation:  Under this Agreement, CDFA will provide funding up to \$656,643.65 for work performed by ACWM for the period July 1, 2022, through June 30, 2023. There is no net County cost associated with this agreement. The revenue was included in ACWM's FY 2022-23 Final Adopted Budget and will be included in future FYs as necessary.		
<b>PURPOSE OF REQUEST</b>	We are requesting that the Board of Supervisors:  1. Approve and instruct the Agricultural Commissioner/Director of Weights and Measures (Commissioner/Director) to sign the accompanying Agreement #22-0923-004-SF with the CDFA, which reimburses the County up to \$656,643.65 for work conducted by the		



	<p>Department of Agricultural Commissioner/Weights and Measures (ACWM) for the California Agricultural Detector Dog Program for one year, beginning July 1, 2022.</p> <p>2. Delegate authority to the Commissioner/Director, or designee, to sign future amendments with CDFA 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) Commissioner/Director notification to your Board in writing.</p>
<p><b>BACKGROUND</b> (include internal/external issues that may exist including any related motions)</p>	<p>Approval of the recommended actions will enable ACWM, through the Pest Exclusion/Detector Dog Program, to readily detect and inspect unmarked packages that contain fruits, vegetables, and plant material being shipped through parcel distribution businesses, including USPS, FedEx, and UPS, to prevent the entry of exotic plant pests and diseases into Los Angeles County. The Agreement provides for the allocated use and funding, for cost recovery, of the Detector Dogs, trained by the USDA and funding of, ACWM's dog handlers and assisting inspectors. This program aids in the prevention of potential infestations that would cause irreparable damage to agriculture in Los Angeles County, the state, urban and native environments, and to residents' home gardens and trees.</p> <p>This Agreement also provides for the inspection of express freight facilities through which agricultural commodities, such as plants, flowers, and produce, are routinely shipped. While such shipments are required by law to be appropriately labeled as containing plant material, frequent noncompliance with such marking requirements, particularly in the case of non-commercial parcel shipments, poses risks to the agricultural industry, native plant species, decorative landscaping, and the environment by the introduction of exotic pests. Detector dogs are highly trained to identify the presence of plant material, and provide invaluable assistance in detecting shipments that can otherwise go unnoticed by human inspections. The prevention of pest introductions significantly reduces the need for costly pest eradication activities and the resulting need for increased applications of pesticides in Los Angeles County.</p> <p>The Commissioner/Director is responsible for the administration of this local Pest Exclusion enforcement program under the California Food and Agricultural Code Section 2282.</p> <p>Your Board has approved similar annual agreements with CDFA since fiscal year (FY) 2011-12.</p>

<b>EQUITY INDEX OR LENS WAS UTILIZED</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:
<b>SUPPORTS ONE OF THE NINE BOARD PRIORITIES</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please state which one(s) and explain how:
<b>DEPARTMENTAL CONTACTS</b>	Name, Title, Phone # & Email:  KURT E. FLOREN Agricultural Commissioner/ Director of Weights and Measures (626) 575-5451 <a href="mailto:KFloren@acwm.lacounty.gov">KFloren@acwm.lacounty.gov</a>

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 #22-0923-004-SF  
WITH THE CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE FOR  
THE PEST EXCLUSION/DETECTOR DOG PROGRAM  
(ALL DISTRICTS) (3-VOTES)**

**SUBJECT**

This letter requests approval of an agreement with the California Department of Food and Agriculture (CDFA) for the continuation of the California Agricultural Detector Dog Program, which provides for the inspection of agricultural materials shipped through parcel distribution businesses to prevent the introduction of federally, foreign and domestically identified quarantined pests into California. This agreement is Federally funded by the United States Department of Agriculture (USDA), Animal and Plant Health Inspection Service, Plant Protection and Quarantine, Catalog of Federal Domestic Assistance Number 10.025 for the Plant and Animal Disease, Pest Control and Animal Care.

**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 #22-0923-004-SF with the CDFA, which reimburses the County up to \$656,643.65 for work conducted by the Department of Agricultural Commissioner/Weights and Measures (ACWM) for the California Agricultural Detector Dog Program for one year, beginning July 1, 2022.
2. Delegate authority to the Commissioner/Director, or designee, to sign future amendments with CDFA 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) Commissioner/Director notification to your Board in writing.

**PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION:**

Approval of the recommended actions will enable ACWM, through the Pest Exclusion/Detector Dog Program, to readily detect and inspect unmarked packages that contain fruits, vegetables, and plant material being shipped through parcel distribution businesses, including USPS, FedEx, and UPS, to prevent the entry of exotic plant pests and diseases into Los Angeles County. The Agreement provides for the allocated use and funding, for cost recovery, of the Detector Dogs, trained by the USDA and funding of, ACWM's dog handlers and assisting inspectors. This program aids in the prevention of potential infestations that would cause irreparable damage to agriculture in Los

Angeles County, the state, urban and native environments, and to residents' home gardens and trees.

This Agreement also provides for the inspection of express freight facilities through which agricultural commodities, such as plants, flowers, and produce, are routinely shipped. While such shipments are required by law to be appropriately labeled as containing plant material, frequent noncompliance with such marking requirements, particularly in the case of non-commercial parcel shipments, poses risks to the agricultural industry, native plant species, decorative landscaping, and the environment by the introduction of exotic pests. Detector dogs are highly trained to identify the presence of plant material, and provide invaluable assistance in detecting shipments that can otherwise go unnoticed by human inspections. The prevention of pest introductions significantly reduces the need for costly pest eradication activities and the resulting need for increased applications of pesticides in Los Angeles County.

ACWM has consulted and worked collaboratively with shippers and receivers to assist in preventing the entry of exotic plant pests and diseases.

The Commissioner/Director is responsible for the administration of this local Pest Exclusion enforcement program under the California Food and Agricultural Code Section 2282.

Your Board has approved similar annual agreements with CDFA since fiscal year (FY) 2011-12.

### **IMPLEMENTATION OF STRATEGIC PLAN GOALS:**

The action supports the County Strategic Plan goals through the following strategies:

Goal II - Foster Vibrant and Resilient Communities - Strategy II.2: Support the Wellness of Our Communities – By Promoting Active and Healthy Lifestyles (11.2.4) through protection against invasive pests which threaten the availability of fresh, healthful, locally-grown foods.

Strategy II.3: Make Environmental Sustainability Our Daily Reality – By reducing the need for widespread pesticide applications by preventing new introductions of invasive pests before they spread in our environment.

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 eliminate pest risks before introduction, thus minimizing negative impacts upon agricultural trade and preventing the need for costly pest management and eradication emergency response activities.

**FISCAL IMPACT/FINANCING:**

Under this Agreement, CDFA will provide funding up to \$656,643.65 for work performed by ACWM for the period July 1, 2022, through June 30, 2023. There is no net County cost associated with this agreement. The revenue was included in ACWM's FY 2022-23 Final Adopted Budget and will be included in future FYs as necessary.

**FACTS AND PROVISIONS/LEGAL REQUIREMENTS:**

Agreement #22-0923-004-SF has been reviewed by County Counsel and is approved as to form.

The Agreement is for the period of July 1, 2022, through June 30, 2023.

As part of the pest prevention program mandated to the CDFA under California Food and Agricultural Code sections 5023-5024, private parcels shipped by parcel delivery companies, such as FedEx and UPS, are inspected to ensure that parcels are free of agricultural pests. The use of specially trained detector dogs enhances the County's ability to inspect such parcels.

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

The recommended Board action will support program services for the entire 2022-23 Fiscal Year. If your Board were not to approve this agreement, ACWM would not be funded and reimbursed by the State for the critical inspections performed to detect and intercept agricultural pests at points of entry. This pest exclusion work, vital to ensuring that pests do not enter and become established in California, would then have to be supported by net County cost.

Respectfully submitted,

KURT E. FLOREN  
Agricultural Commissioner  
Director of Weights and Measures

KEF:MR:ar

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

**COOPERATIVE AGREEMENT  
SIGNATURE PAGE**

AGREEMENT NUMBER

**22-0923-004-SF**

1. This Agreement is entered into between the State Agency and the Recipient named below:

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: \$656,643.65

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: Prime Award Information 2 Page(s)

Recipient and Project Information

Exhibit B: General Terms and Conditions 5 Page(s)

Exhibit C: Payment and Budget Provisions 2 Page(s)

Exhibit D: Federal Terms and Conditions 3 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**

BY (*Authorized Signature*)




DATE SIGNED

**APPROVED AS TO FORM**

Dawyn R. Harrison

Acting 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)**

BY (*Authorized Signature*)



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

CJ

## EXHIBIT A

### PRIME AWARD INFORMATION

Federal Agency:	USDA / Animal and Plant Health Inspection Service, Plant Protection and Quarantine
Federal Award Identification Number:	AP22PPQFO000C453
Federal Award Date:	July 15, 2022
Catalog of Federal Domestic Assistance Number (CFDA) and Name:	10.025 Plant and Animal Disease, Pest Control and Animal Care
Amount Awarded to CDFA:	\$4,000,000.00
Effective Dates for CDFA:	July 1, 2022 through June 30, 2023
Federal Award to State Agency is Research & Development (Yes/No)	No

### RECIPIENT AND PROJECT INFORMATION

1. CDFA hereby awards an Agreement to the Recipient for the project described herein:  
The county will use the Detector Dog Team to detect the presence of any unwanted plant pests in parcels, airfreight, and nursery stock, including insect species, diseases, or other harmful organisms that may pose a threat to agriculture and the environment.

Project Title: Detector Dog Team Program

2. The Managers for this Agreement are:

<b>FOR CDFA:</b>	<b>FOR RECIPIENT:</b>
Name: Wendi Wilkinson	Name: Kurt Floren
Division/Branch: PHPPS/PEST EXCLUSION	Organization: COUNTY OF LOS ANGELES
Address: 1220 N Street	Address: 12300 Lower Azusa Road
City/State/Zip: Sacramento, CA 95814	City/State/Zip: Arcadia, CA 91006
Phone: 916-654-0312	Phone: 626-575-5451
Email Address: wendi.wilkinson@cdfa.ca.gov	Email Address: kfloren@acwm.lacounty.gov

3. The Grant Administrative Contacts for this Agreement are:

<b>FOR CDFA:</b>	<b>FOR RECIPIENT:</b>
Name: Shadi Moscoupos	Name: Max Regis
Division/Branch: PHPPS/PEST EXCLUSION	Organization: LA County Agricultural Commissioner/Weights & Measures
Address: 1220 N Street	Address: 11012 S. Garfield Avenue
City/State/Zip: Sacramento, CA 95814	City/State/Zip: South Gate, CA 90280
Phone: 916-403-6609	Phone: 562-622-0421
Email Address: shadi.moscouplos@cdfa.ca.gov	Email Address: mregis@acwm.lacounty.gov

<b>FISCAL CONTACT FOR RECIPIENT (if different from above):</b>
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 ☐ does ☒ 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 10000 *et seq.*). The applicable regulations of the Fair Employment and Housing Council implementing Government Code section 12990 (a-f), set forth in Division 4.1 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 [CDFA.LegalOffice@cdfa.ca.gov](mailto:CDFA.LegalOffice@cdfa.ca.gov).

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.

## **28. Plant Protection Act Memorandum of Understanding**

The Recipient agrees to abide by Articles 3 through 13 of the Memorandum of Understanding (MOU) agreed to between the California Department of Food and Agriculture (CDFA) and the United States Department of Agriculture (USDA), Animal and Plant Health Inspections Services Plant Protection and Quarantine executed on May 6, 2019. The Articles in the MOU provide for cooperation, of the parties involved in plant protection and quarantine programs and activities directed at plant pests and noxious weeds of mutual concern to the USDA and California. The Articles outline authorities, codes and sections under which cooperation will be met, including data sharing responsibilities, limitations and confidentiality under Section 1619 of the Food, Conservation, and Energy Act of 2008 (Section 1619 was codified into law 7 USC §8791).

## **29. Executive Order N-6-22 Russia Sanctions**

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate agreements with, and to refrain from entering any new agreements with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Recipient is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Recipient advance written notice of such termination, allowing Recipient at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

## 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 [IRS's 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 are those established by the Federal Travel Regulation, issued by [General Services Administration \(GSA\)](#), including the maximum per diem and subsistence rates prescribed in those regulations.
- 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.

## EXHIBIT D

### FEDERAL TERMS AND CONDITIONS

The Recipient and recipients of any subawards under this award, agree to comply with all applicable requirements of all Federal laws, executive orders, regulations, and policies governing this program, including but not limited to 2 CFR 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards. For-profit organizations will be subject to 48 CFR Subpart 31. Recipients are responsible for identifying the federal regulations appropriate to their organization, consistently applying cost principles and ensuring contractors or consultants comply with applicable federal regulations.

#### 1. Civil Rights

The Recipient must comply with civil rights and nondiscrimination standards pursuant to the following:

- A. Civil Rights Act, 42 USC 2000, as implemented at 28 CFR Part 42;
- B. Age Discrimination Act, 42 USC 6101, as implemented at 45 CFR Part 90;
- C. Age Discrimination in Employment Act, 29 USC 621, as implemented at 29 CFR Part 1625;
- D. Title IX of the Education Amendments of 1972, 20 USC 1681, as implemented at 45 CFR Part 86;
- E. Section 504 of the Rehabilitation Act, 29 USC 791, as implemented at 28 CFR Part 41;
- F. Executive Order (EO) 11246; and
- G. Americans with Disabilities Act, (PL 101-366).

#### 2. Labor Standards

The Recipient must comply with labor standards pursuant to the following:

- A. Fair Labor Standards Act, 29 USC 207, as implemented at 29 CFR Part 500-899;
- B. Davis-Bacon Act, 40 USC 3141-3148, as implemented at 29 CFR Parts 1, 3, 5, and 7; and
- C. Contract Work Hours and Safety Standards Act, 40 USC 3701, as implemented at 29 CFR Part 5.

#### 3. Environmental Standards

The Recipient must comply with environmental standards pursuant to the following:

- A. Institution of environmental quality control measures under the National Environmental Policy Act of 1969 (PL 91-190) and EO 11514 as implemented at 7 CFR Part 1b;
- B. Notification of violating facilities pursuant to EO 11738;
- C. Protection of wetlands pursuant to EO 11990;
- D. Evaluation of flood hazards in floodplains in accordance with EO 11988;
- E. Assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 USC §§1451 *et seq.*);
- F. Conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176 (c) of the Clean Air Act of 1955, as amended (42 USC §§7401 *et seq.*);
- G. Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (PL 93-523); and,
- H. Protection of endangered species under the Endangered Species Act of 1973, as amended (PL 93-205).

#### 4. Drug-Free Environment

The Recipient must comply with drug-free environment standards pursuant to §5151-5610 of the Drug-Free Workplace Act of 1988, as implemented by 2 CFR 421.

#### 5. Restrictions on Lobbying and Political Activities

The Recipient must comply with lobbying restriction standards pursuant to the Limitations on Use of Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions, 31 USC 1352, as implemented at 2 CFR 418.



## **6. Officials Not to Benefit**

The Recipient must ensure that no member of Congress be admitted to any share or part of this Agreement or to any benefit arising from it, in accordance with 41 USC 22.

## **7. Trafficking in Persons**

The Recipient must comply with the provisions in 2 CFR Part 175, prohibiting trafficking in persons.

## **8. Intergovernmental Review**

The Recipient must comply with intergovernmental review standards pursuant to the following:

- A. Executive Order 12372, as implemented at 2 CFR 415; and
- B. The Intergovernmental Cooperation Act of 1968, 31 USC 6501.

## **9. Confidentiality**

The Recipient must comply with confidentiality standards pursuant to the following:

- A. Freedom of Information Act, 5 USC 552, as implemented at 7 CFR Part 1; and
- B. Privacy Act, 5 USC 552 (a).

## **10. Conservation in Procurement**

The Recipient must comply with procurement standards pursuant to the Resource Conservation and Recovery Act, 42 USC 6962 and EO 12873, as implemented at 40 CFR Part 247.

## **11. Debarment, Suspension, Criminal or Civil Convictions**

The Recipient and its principals must comply with debarment and suspension standards pursuant to the EO 12549, as implemented at 2 CFR 180 and 2 CFR 417.

The Recipient must provide immediate written notice to CDFA if at any time it learns that this certification was erroneous when made or has become erroneous by reason of changed circumstances and must require recipients of lower-tier covered transactions under this Agreement to similarly certify pursuant to EO 12549, as implemented by 2 CFR 180 and 2 CFR 417.

See [www.sam.gov](http://www.sam.gov) to determine debarment and suspension status.

## **12. Crimes and Prohibited Activities**

The Recipient must comply with crimes and prohibited activities standards pursuant to the following:

- A. Anti-Kickback (Copeland) Act, as implemented at 29 CFR Part 3.1;
- B. False Claims Act, 31 USC 3729; and
- C. Program Fraud Civil Remedies Act, 31 USC 3801-3812.

## **13. Biosafety in Laboratories**

The Recipient must comply with laboratory biosafety standards pursuant to the following the *Biosafety in Microbiological and Biomedical Laboratories*, published jointly by the Centers for Disease Control and the National Institutes of Health.

## **14. Conflicts of Interest**

The Recipient must comply with the conflict of interest standards pursuant to 2 CFR 400.2.

## **15. Inventions, Patents, Copyrights and Project Results**

A. The Recipient must comply with invention and patent standards pursuant to the following:

- 1. Patent Rights in Inventions Made with Federal Assistance, 35 USC 202-204, as implemented at 37 CFR Part 401 (Bayh-Dole Act and the Technology Transfer Commercialization Act of 2000) to ensure that inventions made are used in a manner to promote free competition and enterprise without unduly encumbering future research and discovery.
- 2. The Plant Variety Protection Act, 7 USC 2321 *et seq.*

- B. The Recipient may retain title to any invention conceived of or first actually reduced to practice using Federal funds provided Recipient does the following:
1. Reports all subject inventions to CDFA;
  2. Makes efforts to commercialize the subject invention through patent or licensing;
  3. Formally acknowledges the Federal government's support in all patents that arise from the subject invention; and
  4. Formally grants the Federal government and CDFA a limited use license to the subject invention.
- C. The Recipient may copyright any publications, data, or other copyrightable works developed using Federal funds provided it provides the Federal government and CDFA a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use the material, and agrees that the Federal government and CDFA may do so in cooperation with other public agencies.
- D. The Recipient agrees that the results of this project may be published by the Federal government, CDFA or appropriate contractors or cooperators as mutually agreed.

**16. Care and Use of Laboratory Animals**

The Recipient must comply with the care and use of laboratory animal standards pursuant to the following:

- A. Animal Welfare Act, 7 USC 2131, as implemented at 9 CFR, Sub Chapter A, Parts 1-4; and
- B. Marine Mammal Protection Act, 16 USC 1361-1407.

**17. Fly America Act**

The Recipient must comply with the Fly America Act (49 USC 40118) as implemented at 41 CFR 301-10.131 to 301-10.143.

**18. Motor Vehicle Safety**

The Recipient must comply with seat belt use standards pursuant to the following:

- A. Highway Safety Act of 1966 as amended (23 USC 402-403);
- B. Occupational Safety and Health Act of 1970 as amended (29 USC 668);
- C. Federal Property and Administrative Services Act of 1949 as amended (40 USC §101 *et seq.*)
- D. Increasing Seat Belt Use in the United States (EO 13043).
- E. Federal Leadership on Reducing Text Messaging While Driving (EO 13513).

**19. Records Retention and Accessibility**

The Recipient and its contractors must comply with the procedures and requirements regarding record retention and accessibility as contained in 2 CFR 200.333 – 200.337.

**20. All Other Federal Laws**

The Recipient must comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

# **SCOPE OF WORK**

## **California Agricultural Detector Dog Team Program**

### **July 1, 2022 - June 30, 2023**

The county agrees to perform California Agricultural Detector Dog Team Program activities for the California Department of Food and Agriculture (CDFA) in compliance with the requirements imposed by:

1. [Food and Agricultural Code \(FAC\) Division 2, Chapter 2, Article 8, Section 2282.5](#)
2. [FAC Division 4, Part 2, Chapter 1, Article 1, Section 6303](#)
3. [FAC Division 4, Part 2, Chapter 2, Article 1, Sections 6401](#)

This agreement is inclusive of the county's agreement to perform activities approved by the CDFA as described in the attached projected work plan (budget and personnel cost worksheet), monthly invoice, and by this reference made a part hereof.

**Key actions to be conducted under this agreement include:**

#### **SECTION 1: PERSONNEL ACTIVITIES**

- A. Pest Surveillance/Dog Inspection
- B. Dog Team Maintenance
- C. Data Entry/Sample Submission
- D. Other (communication, training, administrative support)

#### **SECTION 2: NONPERSONNEL**

- A. Supplies/Equipment
- B. Vehicle/Mileage

#### **SECTION 3: REPORTING/INVOICING**

- A. Monthly Activity Report
- B. Invoicing/Reimbursement

#### **SECTION 1: PERSONNEL ACTIVITIES**

The county agrees to perform the listed inspection activities targeting all federal, foreign, and domestic quarantine and federal action pests. The county also agrees to perform inspection activities targeting all state quarantine pests and state actionable pests. This agreement is also inclusive of the following:

##### **A. Pest Surveillance/Dog Inspection**

1. Each dog team (defined as one dog and one handler) will conduct surveillance inspections at parcel sectional centers such as those operated by United States Postal Service (USPS), Federal Express (FedEx), United Parcel Service and

Amazon to provide parcel inspection services related to plant products entering the state of California.

2. The county shall use the dog team to detect the presence of any unwanted plant pests in parcels, including insect species, diseases, or other harmful organisms that may pose a threat to the economic well-being of the state. Each dog team may perform inspection functions on a regional basis.
3. The county shall adhere to the [California Detector Dog Team Program Policy Manual](#) that defines program internal policies to guide decision making and to establish consistent and uniform expectations for the use of dogs.
4. The county must report detection of live suspect Tephritid fruit fly larvae to the Pest Exclusion (PE) branch within 24 hours.
5. The county must use the [USDA/SITC Referral Form \(SO-155\)](#) to report interceptions that involve federal quarantine violations and/or pest finds.
6. The county will take digital photographs and keep records of rejected/seized parcels.

#### **B. Dog Team Maintenance**

1. The county must obtain and maintain the dog as detailed in the Dog Team Work Plan Policies (**Appendix A**), including any additional medical, health, or wellness care recommended by a veterinarian. The CDFA must be notified immediately if there is a health issue with a dog.
2. The county is responsible for providing appropriate training for the dog, dog handler, and their staff for all activities associated with the California Detector Dog Team Program. The county will test and document the pest detection accuracy of each dog team at least once a month by using the provided USDA-APHIS-PPQ-NDDTC-Training Record (**Appendix B**). In addition to individual team training, counties must coordinate regional training for multiple teams. Training records must be submitted to the PE branch by the end of each month.
3. The county must follow acclimation guidelines for new dogs provided by the National Detector Dog Training Center, Agriculture Dog Team Acclimation Guide (**Appendix C**).
4. The county must determine the need to retire a dog, the steps to take in case of dog injury or illness, and adoption procedures by following the Dog Retirement, Adoption, and Replacement Policy (**Appendix D**).
5. In the event of an act of aggression by a dog, the county must immediately implement steps outlined in the Dog Aggression Policy (**Appendix E**) and immediately report the aggression to the CDFA.

#### **C. Data Entry/Sample Submission:** The county is responsible for ensuring that the five following data sets are accurately completed in a timely manner:

1. **Dog Team Database:** Dog handlers are required to enter information into the Dog Team Database ([http://phpps.cdfa.ca.gov/pe/PSCIT-CS2/PscitOfficerTotals\\_cs.aspx](http://phpps.cdfa.ca.gov/pe/PSCIT-CS2/PscitOfficerTotals_cs.aspx)) daily and not more than 72 hours after work has been conducted as per Pest Exclusion Advisory No. [04-2009](#).

2. **Pest Exclusion Information Management (PEIM):** The county must complete a Notice of Rejection (NOR) using the PEIM database available on the CDFA Extranet site (<https://pdr.cdfa.ca.gov/pe/peim/peimmainmenu.aspx>). The “Dog Team” program must be selected for all NORs. All electronic NOR files must be entered no later than the fifth day of the month following when the activities took place.
3. **Pest and Damage Record (PDR) Submission:** The county must send all samples to the CDFA Plant Pest Diagnostics Center (PPDC) located at 3294 Meadowview Road, Sacramento, CA 95832 for identification. The county must complete an electronic copy of the CDFA’s PDR on the CDFA’s [Extranet](#) site. A hard copy of the PDR must accompany the samples to the PPDC. “Dog Team” must be selected as the <Program> for each PDR submitted to the PPDC for this program.
4. **USPS Records:** All counties working in a USPS location must ensure that the USPS Record Excel spreadsheet is submitted electronically to the CDFA no later than the fifth day of each month. The USPS Record Excel template is available on the CDFA Extranet site (<https://pdr.cdfa.ca.gov/pe/peim/peimmainmenu.aspx>).

**D. Other (communication, training, administrative support)**

1. The county is encouraged to utilize the dog team for public outreach whenever possible and to coordinate such outreach with the CDFA Public Affairs Unit.
2. The county is responsible for coordinating with another county agricultural commissioner’s office when performing inspections at a facility in another county.
3. The county will participate in conference calls with the PE branch as necessary.

## **SECTION 2: NONPERSONNEL**

**A. Supplies/Equipment**

1. **Supplies:** Supplies are considered articles having a useful life of less than one year. Only supplies directly related to administering and conducting activities associated with the California Detector Dog Team Program will be reimbursed. Examples of supplies include materials from a general supply or stockroom, fabricated parts, paper, stationery, general office goods, ink and toner cartridges, organization tools, outreach materials, and paraphernalia.
- **Equipment:** Equipment is considered articles having a useful life of more than one year and a cost equal to or more than \$100. Only equipment directly related to administering, conducting activities, and safety of the canines associated with the California Detector Dog Team Program will be reimbursed. Articles with a unit cost of \$5,000 or more must have prior approval for reimbursement. Examples of equipment include microscopes, spectrometers, office equipment, office furnishings, modular offices, telephone networks, cell phones, information technology equipment and systems, air conditioning equipment, canine security and surveillance equipment, monitoring devices and reproduction and printing equipment.

All records substantiating that the supplies and equipment are used for the California Detector Dog Team Program must be maintained by the county.

## B. Vehicle/Mileage

1. The mileage reimbursement rate used on the monthly invoice must be the same as the rate in the work plan. If the [federal mileage reimbursement rate](#) fluctuates during the agreement period, counties will submit invoices for the current federal rate.
2. The counties must maintain a single vehicle log per vehicle and all mileage must be recorded daily with an indication of which program the vehicle was used for and the name of the driver. Vehicle logs must be maintained on a monthly basis.

## SECTION 3: REPORTING/INVOICING

- A. Monthly Activity Report:** The county must utilize the online County Monthly Report (CMR) system (<https://secure.cdfa.ca.gov/egov/crs/login.aspx>) to submit a monthly activity report for the California Detector Dog Team Program. Monthly activity reports must be submitted no later than the fifth day of the month following when the activities took place. Questions about reporting can be directed to Wendi Wilkinson at [wendi.wilkinson@cdfa.ca.gov](mailto:wendi.wilkinson@cdfa.ca.gov) or by calling (916) 654-0312.
- B. Invoicing/Reimbursement:** The county must submit a monthly itemized invoice using the County Monthly Invoice (**Appendix F**) on county letterhead. Invoices must be submitted to the CDFA no later than thirty days after the end of the coinciding reporting period.
1. **Allowable Costs:** All invoiced expenses must fall within the parameters of the scope of work and work plan and must be directly related to administering and conducting California Detector Dog Team Program-related activities. Indirect costs must not exceed 25% of total "Personnel Costs".
  2. **Monthly Activity Report Required for Reimbursement:** Invoices will not be paid until submission of the online CMR is verified. Hourly rates on the work plan must match the personnel hours invoiced on the corresponding monthly invoice.
  3. **Hourly Rates on Invoices:** Invoices must reflect the actual hourly rates (salary and benefits) per individual/classification that worked on the program.
  4. **Personnel on Invoice Must Match Work Plan:** Invoices must reflect work performed by individuals whose classifications must be listed on the work plan.
  5. **Documentation:** Documentation (including purchase receipts) for expense reimbursement does not need to be submitted to the CDFA but must be retained by the county and be made available upon request for audit purposes.
  6. **Substantiation of Costs:** All personnel salary costs must be properly tracked or allocated to the cooperative agreement in accordance with Office of Management and Budget requirements and Federal cost principles. Please be sure that personnel costs can be traced back to original documents detailing the account to which personnel hours are billed. In addition, all invoiced personnel costs must match the work plan.

If the county plans to seek reimbursement for vehicle mileage, the documentation for mileage reimbursement must be tracked separately from all other programs and documentation must be available to support the reimbursement. In addition, all invoiced vehicle costs must match the work plan. On a related note, mileage rates

used on invoices must be the same as contained in the work plan or reflect the current federal mileage rate. The CDFA will send an email that will notify counties of new rates if the federal mileage rate changes during the term of the agreement.

All other expenses (travel, supplies, communications, miscellaneous supplies) for which the county will seek reimbursement under the agreement shall be directly related to the cost of administering and conducting the program. Documentation must be available to support the reimbursement. In addition, all invoiced expenses must match the work plan.

The following citation for uniform administrative requirements, cost principles, and audit requirements is applicable to your agency/organization.

State, Local, and Indian Tribal Governments:

- 2 CFR 200, Uniform administrative requirements, cost principles, and audit requirements for federal awards

- 7. Monthly Invoice Questions/Submission:** Questions about reimbursements must be directed to Wendi Wilkinson via email or by calling (916) 654-0312. Questions about invoicing must be directed to Jessica Snow via email or by calling (916) 654-0312. Invoices must be submitted via email to Shadi Moscoupos at [Shadi.Moscouplos@cdfa.ca.gov](mailto:Shadi.Moscouplos@cdfa.ca.gov).



## Dog Team Work Plan Policies

### July 1, 2022 – June 30, 2023

#### **General Policies**

These policies are for counties renewing their California Detector Dog Team Program agreement with the California Department of Food and Agriculture (CDFA). In this document, a dog team is one dog and one handler. A county may conduct a voluntary pilot protocol on the program's behalf. Other counties may additionally volunteer to participate in the pilot protocol. The counties should estimate that work plan activities will occur for the entire 12 months of the agreement period. With the exception of the vehicle mileage rate, all figures on the work plan must be whole numbers. The work plans are in Excel format (unlocked) and must balance when calculated manually. Work plans that do not balance manually will be returned to the county for revision.

#### **Personnel Services**

**Parcel Facilities:** For each carrier, estimate the number of facilities in the region that will be visited during this agreement period, the number of visits per year/per facility, and the total number of hours expected per visit including travel time. Dog teams may perform inspections regionally, not just in a single county. In addition, the category 'Other' under Parcel Facilities must include carriers other than those listed and/or carriers listed above within the region but outside of the contracting county. It is the responsibility of the county to ensure personnel meet requirements and obtain parcel facility and other sensitive site security clearances.

#### **Other Personnel Expenses**

- **Support Staff:** As needed, estimate the annual costs for a second person to assist the dog team with the inspection of parcels. At the discretion of each county, the second person may be a county biologist/inspector or an assistant to the handler.

Dog team handlers should communicate with the other counties in their region regarding the use of the second person. The second person can work with and in support of the dog team regionally. However, if a county within the region chooses to send a support staff person from their own staff, that person would not be able to be charged to this agreement.

- **Community Outreach:** Estimate the number of hours that will be spent conducting community outreach including demonstrations, appearances, community workshops, and public relations.
- **Dog Care (Time):** Estimate the number of hours that will be spent by the handler taking care of the dog including grooming activities, exercising, and bathing.
- **Training:** Estimate the hours a handler spends being trained and training their dog. Specific training activities may include:
  - Annual recertification conducted regionally by the National Detector Dog Training Center (NDDTC).
  - United States Postal Service (USPS) training and certification conducted regionally by the NDDTC.
  - The CDFA training--data entry training and Pest Prevention University (eight hours annually are recommended).
  - Target training with the dog (at least 16 hours per month are recommended).
- **Data Entry:** Estimate the time the handler, support staff, or designated staff spend entering data in the Dog Team database (daily), Pest and Damage Record database, Notice of



Rejection database, maintaining/submitting the USPS spreadsheet (if applicable), and training data sheets.

- **Administrative Support:** Estimate the time spent completing and submitting monthly activity reports and invoices, participating in conference calls, and other support duties for the program.

**Overhead:** Enter the county's total expected percentage of indirect costs for personnel services (must not to exceed 25%).

### **Operating Expenses**

**Travel:** Estimate the total amount to cover travel expenses that may be incurred during this agreement period including:

- Dog team travel within and out of the assigned region (per diem and lodging) for facility inspections, training, meetings, demonstrations, and community outreach events.
- If a county plans to retire and replace a dog in this agreement period, estimate the following travel costs for the handler:
  - Four-week training course at NDDTC in Newnan, GA:
    - Roundtrip flight
    - Per diem
    - Rental Car (optional)
    - Lodging

**Handler Uniform:** Estimate the total dollar amount for handler uniforms.

**Printing/Mailing Costs:** Estimate the total dollar amount for printing and/or mailing handouts, brochures, flyers, outreach materials, stickers, and program documents such as training records.

**Dog Care:** Estimate the total dollar amount for dog procurement costs, continued care and maintenance of the dog including kenneling costs, healthcare, treats, food, collars, bowls, toys, grooming supplies, cleaning supplies, and licensing (if applicable).

- **Kennel:** Estimate the annual costs of kenneling the dogs.
- **Bedding:** Estimate the annual costs of bedding material for the kennel and crate based on the dog's behaviors/preferences.
- **Crate:** Estimate the annual cost of replacement crate if anticipated.
- **Healthcare:** Estimate the annual costs of the following required healthcare:
  - Biannual veterinarian visit: one time for a check-up and one time for annual vaccinations. The veterinarian will determine the required vaccinations based on California law.
  - Monthly heartworm and external parasite treatments.
  - Annual dental check-up and cleaning.
  - Any additional medical, health, or wellness care recommended by a veterinarian.
  - Any additional medical care required by the kennel.
- **First Aid Kit:** Estimate the annual cost of replacing used items in the vehicle's first aid kit.

- **Licensing:** Estimate the annual cost of licensing fees.
- **Food:** Estimate the annual cost of daily food (required to be high performance food with 17% protein or higher).
- **Treats:** Estimate the annual cost of treats (because working dogs are food motivated, treats may vary but must be whatever the dog finds valuable).
- **Toys:** Estimate the annual cost of enrichment toys.
- **Collars/leashes:** Estimate the annual cost of backup/replacement collars/leashes.
- **Bowls:** Estimate the annual cost of replacement water/food bowls and vehicle water bucket if necessary.
- **Grooming supplies:** Estimate the annual cost of shampoo, ear cleaner, and additional necessary grooming supplies.

**Training Supplies:** Estimate the total dollar amount that will be spent on training supplies including boxes, tape, target items, nontarget items, and containers.

- Target items include mango, stone fruit, guava, citrus, and apple. 18 of each of the five target items, purchased two times per month on average.
- Several nontarget items include chocolate, bread, cheese, fish, and toiletries. These items must be stored separately from target items and will be purchased an average of one time per month.
- Containers to eliminate cross contamination of target odors (Tupperware).
- Approximately 60-100 boxes per month target training (at least 15 boxes per training session for targets--these are not reusable).
- Packing tape for training boxes.

**Miscellaneous Supplies:** Estimate the total dollar amount for supplies not covered above which may include:

- Cleaning supplies needed to clean the vehicle and car crate.
- Storage bins for the vehicle, used to store extra leash/collar, dog first aid kit and demonstration boxes.
- Cold storage appliances for targets or held parcel perishables.
- Outreach material and paraphernalia

**Equipment Supplies:** Cost equal to or more than \$100 and useful life of more than one year. Written United States Department of Agriculture approval is required if unit cost is \$5,000 or more.

- Camera including batteries, case, and memory card.
- Inspection tools, including dissection scope, microscope, and spectrometers.

- Phone number look up services and membership fees.
- Office equipment, office furnishings, and modular offices.
- Telephone networks and cell phones.
- Information technology equipment and systems.
- Air conditioning equipment.
- Canine security and surveillance equipment.
- Reproduction and printing equipment.

**Mileage:** Estimate the number of miles the dog team will travel during this agreement period. The reimbursement rate must be the same as the rate on the work plan or current federal rate (<https://www.gsa.gov/travel/plan-book/transportation-airfare-rates-pov-rates-etc/private-owned-vehicle-pov-mileage-reimbursement-rates>).

[illegible]

REMARKS
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## **National Detector Dog Training Center Agriculture Canine Team Acclimation Guide**

This guide was developed to serve as an aid in the acclimation of new canine teams to their work environment. The first few months of deployment should be considered a transitional period for the canine team. During initial training canine teams work in a controlled environment at the National Detector Dog Training Center (NDDTC) to acquire basic skills. Once the teams are proficient in the basic skills, training is moved into simulated “real life” scenarios. Canine teams are exposed to the application pathways they will work in to prepare them for deployment. The transition to the actual working environment or duty station should be accomplished in phases. The time it takes to work through each phase will vary depending on the individual team. It is normal for a canine team to experience a drop in proficiency in the first few months. This regression should correct itself as the canine and handler become more experienced and comfortable in their working environment.

**Phase One:** During initial deployment at the duty station the canine must become accustomed to a new living environment. The canine will need time to adjust to a new geographical area, primary housing facility, kennel staff, type of food given, and work schedule. You will have to observe your canine’s daily routine to determine progress. Eating, drinking, elimination, and general attitude will determine how well the canine has adjusted. However, this adjustment period will vary depending on the individual canine. It may take one day to one week or longer for a canine to adjust to the new surroundings.

### **Operational Details (prior to canine arrival):**

- ☐ Ensure that your supervisor has information about your canine. For example, date of arrival, name, breed, medical records, your Team Profile and any other pertinent information.
- ☐ Ensure that all of your supplies are purchased. For example, canine treats, crate for office, Tupperware for holding training material, target and non-target material (can be purchased after canine is acclimated), boxes, luggage, filler material and any other items that you may need.
- ☐ Ensure that the kennel is an approved facility.
- ☐ Establish a break area for the canine
- ☐ You may want to schedule a “well dog” veterinary exam to occur at this time

### **Kennel Details (prior to canine’s arrival):**

- ☐ Ensure that the kennel is aware of the date of arrival of your canine and ensure that a kennel run is prepared in advance.
- ☐ Ensure that the kennel has a supply of your canine’s dog food.
- ☐ Establish with the kennel staff the canine’s feeding needs (what type of food, how many times a day and the amount).
- ☐ Create an information sheet that will hang on the outside of your canine’s kennel. The information sheet should include the canine’s name, handler’s contact information, supervisor’s contact information, vet information, feed schedule and

handler's work schedule. You may also want to leave a blank form/calendar for any information that the kennel staff needs to notate about your canine.

**Travel Day and Acclimation to a New Environment:**

- ☐ As soon as you pick up your canine, get him/her to the kennel as soon as possible.
- ☐ On the ride back to the kennel, try to keep the canine as quiet and stress free as possible.
- ☐ At the kennel, allow the canine to walk around and get acclimated to his/her new surroundings.
- ☐ Introduce your canine to the kennel staff
- ☐ Spend some quiet time with the canine in his kennel
- ☐ Familiarize yourself and your canine to the daily kennel routine
- ☐ Check on your canine daily. Note any changes in attitude, eating, drinking and elimination. Each day, your canine should be showing signs of improvement.
- ☐ After your canine has settled in, then you can perform your daily health checks, grooming, and basic obedience at the kennel.

**Phase Two:** Introduce your canine to their new work area. This will include introducing the canine to the office area and primary work area. It is important not only to introduce the canine to the primary work areas, but it also important that the canine is comfortable in all areas that it will spend time in. The adjustment period will vary depending on the individual canine. It may take two days to one week or longer for a canine to adjust to the new surroundings.

**Acclimation to office:**

- ☐ Educate your colleagues on the rules of interaction with your canine.
- ☐ Introduce your canine to your colleagues and office area.
- ☐ No one other than the handler should issue commands or give primary rewards to the canine.
- ☐ Do not allow your canine to roam freely off leash or jump onto chairs or couches. The canine must be maintained in a crate.
- ☐ Do not reward your canine for responding to target odors that may be present in the office.
- ☐ Give your canine an opportunity to adjust to the holding area at the office by leaving him/her there for a short periods of time (ten to fifteen minutes).
- ☐ Give your canine frequent biological breaks.
- ☐ Watch your canine for stress.
- ☐ In the beginning your canine should not be left unattended at the office.
- ☐ Introduce a simple box exercise on the floor. The area should be away from high traffic. Run 3-5 repetitions a day, increasing repetitions by one a day until 10 repetitions, a day. Throughout the process, watching the canine for successful acclimation and should not advance in repetitions, if not successful at each level. Use successive approximation techniques.

**Acclimation to work area:**

- ☐ Prior to brining your canine to a working area, ensure that the area is feasible to deploy a canine into. Always consider safety first when evaluating a potential working area. For example, do not work the canine in areas where they have more range of motion than you do, in a parcel facility do not work the canine where two conveyor belts meet, etc.
- ☐ Introduce your canine to the work area (ex: terminal, cargo, parcel facility, etc.) during down time.
- ☐ Expose your canine by taking short/fun walks through the new work areas.

- ☐ Minimize or prevent others from petting your canine at this time.
- ☐ Give your canine frequent biological breaks.
- ☐ Observe your canine's behavior to judge his comfort level.
- ☐ Visit the work area during down time, as many times as necessary.
- ☐ When the canine is comfortable, you can try performing some basic obedience commands.
- ☐ If your canine is comfortable in the working area during down time acclimate your canine to the different machinery in the area. For example, in a sorting facility allow your canine to walk on a non-moving belt and introduce a simple box exercise. Run 3-5 repetitions a day, increasing repetitions by one a day until 10 repetitions, a day. Throughout the process, watching the canine for successful acclimation and should not advance in repetitions, if not successful at each level. Use successive approximation techniques.
- ☐ Once your canine is comfortable during down time in the work area, you can introduce your canine when there is minimal activity (ex. a small group of passengers, a small mail sort, a small group of people working in a cargo warehouse, Fed Ex facility, etc.).
- ☐ When your canine is comfortable in the work area with minimal activity, you can try performing some basic canine commands.
- ☐ At this time, start to establish a routine with the canine.

**Phase Three:** Once the canine is comfortable with the work environment operations, you can begin training at the work environment away from the active work area. Training will start away from the activity and will gradually move closer, during the sort. Eventually, the canine should be able to work smaller work areas to gradually progressing to work larger work areas. The time necessary for this phase will vary depending on the individual canine. It may take a month or longer to complete.

**Training in Work Area:**

- ☐ If you have an assistant, ensure that they are trained to assist you with the training of your canine and how to assist you when working in the live environment.
- ☐ Begin training by setting up training exercises with target and non target on the side of an active work area. In the beginning, you should train on the known target material and gradually add new target material.
- ☐ If your canine seems comfortable and performs well, start conducting training by placing a target close to an active working area (near a small group of passengers, a cargo pallet, a single nonmoving vehicle, non- moving belt, etc.). Gradually work up to getting the canine on a moving belt with no packages, up to a moving carousel with no luggage, etc. After your canine is comfortable, than gradually work up to putting packages or luggage on/or around these areas. ☐ Once, your canine is comfortable and performing well with little or no distraction you may begin working small less busy work areas and gradually work up to larger work areas. For example you could utilize the end of a parcel sort or passenger flight and gradually work more.
- ☐ Reward your canine for all correct responses. Verify all canine responses prior to rewarding the canine. Reward the canine in a timely manner and when possible reward the canine immediately for correct responses. For example, if in a sorting facility boxes are marked with known target material, on the baggage floor if luggage can be opened and verified on the baggage floor, known target training aids, etc. are the times where the canine can be rewarded immediately after the correct response.
- ☐ Place training aids out to keep your canine motivated.
- ☐ Note any false response problems and use these in your scheduled training.
- ☐ Watch your canine in all phases for signs of fatigue.
- ☐ Gradually build up your canine's work endurance.

- ☐ Give your canine frequent biological breaks.
- ☐ Always plan your training to be successful to keep your canine motivated.
- ☐ Always end each session on a good note.
- ☐ It should take a month or more on building your canine's endurance and proficiency levels.

**Phase Four:** If your canine is comfortable working in the introduced work environments, you may try and introduce one additional new work area to your canine. The time necessary for this phase will vary depending on the individual canine. The time that the canine is ready to be deployed to a new working environment will be dependent on each individual canine. It may take a month or longer before the canine is ready to be deployed to another area.

**Training in new work areas:**

- ☐ Just as you did before, give the canine an adjustment period.
- ☐ Observe your canine for stress and anxiety

**Phase Five:** Once you have been deployed for six months, you and your canine should be very comfortable and performing at a high proficiency rate. Your canine should be healthy, at an ideal working weight, and motivated to work. Your team should have acquired many new target odors simply from exposure in the working environment and through training.



## Dog Retirement, Adoption, and Replacement Policy

**Criteria for Dog Retirement:** The following criteria determine whether a dog will continue to work or if it will need to be retired.

**Ability of a Dog to Work:** If a dog begins to exhibit patterns of ineffectiveness (examples below), the handler will provide the California Department of Food and Agriculture (CDFA) with a history of training or work-related problems and measures that have been taken to correct these problems. The CDFA will work with the National Detector Dog Training Center (NDDTC) in the assessment of the dog's ability to determine whether there is an option for recommending remedial training or alternative duties. Typically, the NDDTC will require training documentation, medical records, and a video tape of the dog conducting an inspection in its normal working environment for an initial assessment.

Patterns of ineffectiveness may include the following:

- Consistently low statistics
- Inability to detect certain odors
- Incompatibility of the team
- Inability to work effectively

**Health Status and History:** The dog's health must be evaluated by its practicing veterinarian with input from the handler. If the veterinarian recommends retirement, the recommendation must be in writing before retiring the dog.

A dog may be retired because of injury, disease, or age. The following list provides examples of causes for retirement; it is not inclusive.

- Dog reaches nine years of age (the CDFA must be notified when the dog reaches seven years of age)
- Hip problems
- Back and neck problems
- Epilepsy
- Arthritis
- Psychological abnormalities
- Mental health problems
- Seizures (zero tolerance)
- Injury
- Skin conditions

### Adoption Policy:

If it becomes necessary to retire a dog for any reason, the dog may be:

- Adopted at the local level, coordinated by the county agricultural commissioner (CAC) (first option is always given to the handler) **OR**
- Returned to the NDDTC

Adoption at the local level requires the following documents be submitted to the CDFA:

- A completed NDDTC Adoption Application **and**
- An official copy of the veterinarian's recommendation that the dog be retired

If the CAC does not or cannot complete the adoption process at the local level, the dog may be returned to the NDDTC.

## **Dog Replacement**

1. The United States Department of Agriculture/NDDTC will be responsible for dog replacement costs\* within the first 12 months of the CAC possession only when:
    - Behavioral issues make the dog unable to function in the necessary capacity (e.g. aggression).
    - Latent/unknown medical problems or illness make the dog unable to function in the necessary capacity.
  2. The CAC office will be responsible for dog replacement costs\* when:
    - The dog becomes injured (at ANY TIME including within the first 12 months of possession).
    - Behavioral issues arise that make the dog unable to function in the necessary capacity AFTER 12 months of possessing the dog.
    - Medical issues (illness or otherwise) arise that make the dog unable to function in the necessary capacity AFTER possessing the dog for 12 months.
- \* To replace a dog, experienced handlers will be required to attend a four-week training course at the NDDTC. Costs of the dog replacement includes:
- \$1,000 dog procurement **and**
  - All related travel costs (lodging, per diem, rental car, roundtrip flight)

***The situation causing the need for replacement determines who is responsible for replacement costs.***

## Dog Aggression Policy

Acts of aggression must be taken very seriously and may result in the need to retire a dog. However, not all situations will necessarily result in the elimination of a dog from the program. The following definitions are general guidelines to determine if action is necessary.

**Aggression:** Within a given context, a behavioral display that is either appropriate or inappropriate and that is ultimately resolved by means of combative behavior or deference.

The context in which this definition should be applied is while the handler is conducting an inspection with the dog at any parcel facility.

**Unacceptable behavior:** Any unprovoked attack to the handler or another person at any time or place.

**Behaviors to be Concerned About:** Body posturing to indicate defensiveness, possession, and/or a protective manner.

If a dog exhibits any behavior as described above, or behavior that is questionable, immediately notify the California Department of Food and Agriculture (CDFA), remove the dog from the work environment, and do not return the dog to work until approved by the CDFA. It is important to use and complete the provided Dog Aggression Report form for each individual who witnessed the incident in its entirety.

If a situation involves physical injury, or if any person (including a handler, a kennel worker, or parcel facility employee) is allegedly bitten by a dog, or if the dog shows any aggression toward a person, do the following:

1. If the dog behaves aggressively, immediately remove it from the work environment and contact the CDFA.
2. Secure the dog in a crate until a handler can take it to the veterinarian for a physical exam. The medical evaluation should be conducted within 48 hours and should include tests for hormonal balance, structural or soft tissue pain or discomfort, a neurological consultation, urine metabolite screening (especially for excessive levels of glutamine, associated with neuronal death), and allergies.
3. If someone is bitten or is allegedly bitten, take the person to a quiet place, such as an office. Call emergency medical service and administer first aid if necessary. If there is bleeding, use precautions.
4. Get the following information about the person who was allegedly bitten:
  - a. Name
  - b. Address
  - c. Other pertinent information—medications used and permanent residence or temporary residence while in the United States. Make a copy of their driver's license or passport.
  - d. If the person refuses emergency medical service, make note of the refusal. Try to get the person's signature on a statement of refusal of emergency medical service.
  - e. Have the individual and all witnesses complete the Dog Aggression Report form.
  - f. Photograph the injury if possible.

5. If the person goes to a hospital, notify the appropriate county contact. Each handler should have the telephone number for the appropriate county contact available in case it is needed. Record the number at the end of this section.
6. Direct the victim to complete the appropriate county claim form for injury. Ensure the victim is given necessary information to return the form.
7. Write a detailed Dog Aggression Report as soon as possible. Each county must decide and communicate the protocol for notifying management after normal working hours.
8. Submit the complete packet to county management and the CDFA **within 72 hours of the incident**. Await further instructions regarding the dog.
9. Do not allow the dog back into service until approved by the CDFA. The incident will have to be investigated thoroughly.
10. The CDFA will communicate the aggressive incident or bite to the NDDTC.

## Detector Dog Aggression Report

Name \_\_\_\_\_  
Duty Location \_\_\_\_\_  
Date/Time of Statement \_\_\_\_\_

Canine \_\_\_\_\_  
Phone \_\_\_\_\_  
Date/Time of Incident \_\_\_\_\_

### Please answer the following questions regarding the incident:

1. Did you witness the incident? Yes \_\_\_\_\_ No \_\_\_\_\_

2. What type of incident was it?

Any form of aggression towards the detector dog \_\_\_\_\_

Re-directed aggression \_\_\_\_\_

Medical reason (i.e. seizure) \_\_\_\_\_

Other (i.e. food grabbing) \_\_\_\_\_

3. Was there a wound as a result of the incident? Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, was the skin broken? Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, was medical attention required? Yes \_\_\_\_\_ No \_\_\_\_\_

Describe the injuries in detail \_\_\_\_\_

\_\_\_\_\_

4. Was the dog assaulted as a result of this incident? Yes \_\_\_\_\_ No \_\_\_\_\_

◆ If yes, complete a Detector Dog Assault Report.

5. Were there other witnesses to the incident? Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, please list the witnesses' names and contact numbers on a separate piece of paper, attached to this report. If possible, have them fill out a separate Detector Dog Aggression Report and attach to this form.

Describe your observation of the incident in detail (attach sheet if needed).

**Attach any photographs.**

Date:  
Invoice #:

**California Department of Food and Agriculture**  
Plant Health and Pest Prevention Services  
Email: Shadi Moscoupos  
[Shadi.Moscouplos@cdfa.ca.gov](mailto:Shadi.Moscouplos@cdfa.ca.gov)

**Detector Dog Team Program**  
Agreement #  
Budget Display FY 2022/2023  
Invoice for Period from 07/01/2022 to 06/30/2023

**Personnel Services**

Name/Classification	Hours	Hourly Rate	Total Salaries
	0.00	\$0.00	\$0.00
	0.00	\$0.00	\$0.00
	0.00	\$0.00	\$0.00
	0.00	\$0.00	\$0.00
	0.00	\$0.00	\$0.00
	0.00	\$0.00	\$0.00
	0.00	\$0.00	\$0.00
	0.00	\$0.00	\$0.00
	0.00	\$0.00	\$0.00
	0.00	\$0.00	\$0.00
	0.00	\$0.00	\$0.00
Total Hours	0.00	Total Salaries	\$0.00
Total Personnel Services			\$0.00
Indirect (25% of Personnel Services)			\$0.00
<b>Total Personnel Costs:</b>			\$0.00

**Operating Expenses**

Travel	\$0.00
Handler Uniform	\$0.00
Printing/Mailing	\$0.00
Canine Care	\$0.00
Training Supplies	\$0.00
Miscellaneous Supplies	\$0.00
Total Operating Expenses:	\$0.00

**Mileage**

Miles	Rate	
Vehicle Mileage	0.00	0.585
Total Mileage Cost:		\$0.00

**Total Operating Expenses**

**Grand Total:** \$0.00

Agreement Amount	0.00
Billed to Date	0.00
Balance	0.00

**County Personnel Cost Work Sheet**  
**Detector Dog Team Program**  
**FY 2022/2023**  
**July 1, 2022 through June 30, 2023**

**County: Los Angeles County**

<b>Title *</b>	<b>Hourly Wage</b>	<b>Hourly Benefit Amount</b>	<b>Total Hourly Rate</b>	<b>Estimated Hours to be Worked</b>	<b>Total Cost</b>
Agricultural/Weights&MeasuresInsp I	<b>\$40.09</b>	\$29.52	\$69.61	<b>1391</b>	<b>\$96,827.51</b>
Agricultural/Weights&Measures Insp II	<b>\$44.68</b>	\$32.90	\$77.58	<b>3,484</b>	<b>\$270,288.72</b>
Agricultural/Weights&Measures Insp III	<b>\$49.80</b>	\$36.67	\$86.47	<b>910</b>	<b>\$78,687.70</b>
Deputy Agricultural Commissioner	<b>\$72.67</b>	\$53.51	\$126.17	<b>190</b>	<b>\$23,972.30</b>
Associate Ag/ Weights&Measures Insp	<b>\$29.41</b>	\$8.22	\$37.63	<b>516</b>	<b>\$19,417.08</b>
Position Title 6	\$0.00	\$0.00	\$0.00	0	\$0.00
Position Title 7	\$0.00	\$0.00	\$0.00	0	\$0.00
<b>**Total:</b>				<b>6,491</b>	<b>\$489,193.31</b>

**\*ALL Titles must be included on the Personnel Cost Work Sheet in order to be reimbursed.**

**\*\*Total "Estimated Hours to Be Worked" and "Total Cost" listed on this sheet MUST match the "Total Personnel Hours" and "Total Personnel Costs" on Work Plan totals.**



County: Los Angeles County  
Date: JUNE 9, 2022

Personnel Services					
Activity		Number of Facilities Requiring Activities	Estimated Visits/Year/Facility	Estimated Hours/Visit	Estimated Hours/Year
<b>Parcel Facility</b>					
	Federal Express Air	15	13	3	585
	Federal Express Frieght	0	0	0	0
	Federal Express Ground	7	13	3	273
	Federal Express Home	0	0	0	0
	OnTrac	2	5	2	20
	United Parcel Service	9	13	3	351
	United States Postal Service	3	48	6	864
	Other (such as Amazon, CA Overnight)	0	0	0	0
<b>Other Personnel Expenses</b>					
	Support Staff Person				1041
	Community Outreach				125
	Canine Care (Time)				1295
	Training				1295
	Data Entry				422
	Administrative Support				220
			<b>*Total Personnel Hours:</b>		6,491
			<b>**Total Personnel Cost:</b>		\$489,193.31
<b>Overhead (Indirect Cost) ----- Not to exceed 25% of Total Personnel Cost</b>			<b>Enter Overhead Percentage:</b>		25%
			<b>Total Personnel Costs:</b>		\$560,626.10
<b>Operating Expenses</b>					
Travel					\$2,000.00
Handler Uniform					\$1,000.00
Printing/Mailing					\$700.00
Canine Care					\$46,600.00
Training Supplies					\$3,000.00
Miscellaneous Supplies					\$597.55
<b>Total Operating Expense Costs:</b>					\$53,897.55
<b>Mileage</b>					
Enter Estimated Miles:		72,000	<b>***Rate Per Mile:</b>		0.585
					<b>Total Mileage Cost:</b>
					\$42,120.00

<b>TOTAL COST:</b>	<b>\$656,643.65</b>
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\*Total Personnel Hours **MUST** match the Total Hours" on the Personnel Cost Work Sheet (tab two). You must submit your completed 'Personnel Cost Per Hour Work Sheet' with your work plan.

\*\*Total Personnel Costs **MUST** match the figure on your 'Personnel Cost Per Hour Summary Work Sheet' (tab two).

\*\*\*Mileage rate must be \$0.585, or current federal rate (<https://www.gsa.gov/travel/plan-book/transportation-airfare-rates-pov-rates-etc/private-owned-vehicle-pov-mileage-reimbursement-rates>)



County Work Plan Summary  
 Detector Dog Team Program  
 FY 2022/2023  
 July 1, 2022 through June 30, 2023

County: Los Angeles County  
 Contract Manager: Maximiliano Regis



Expenses	Description			Total
Personnel Costs for Dog Team Activities	Inspections of parcel facities and other activities	Total Activity Hours:	6,491	\$489,193.31
Overhead Costs	Indirect Costs (Not to exceed 25% of Total Personnel Costs)	Overhead Percentage:	25%	\$71,432.79
Operating Expenses	All supply/equipment costs exceeding \$5,000.00 must be accompanied by a itemized list of items to be purchased.	Itemized Supply List Required (Y/N):		\$53,897.55
Mileage	Mileage rate must be \$0.585, or current federal rate ( <a href="https://www.gsa.gov/travel/plan-book/transportation-airfare-rates-pov-rates-etc/privately-owned-vehicle-pov-mileage-reimbursement-rates">https://www.gsa.gov/travel/plan-book/transportation-airfare-rates-pov-rates-etc/privately-owned-vehicle-pov-mileage-reimbursement-rates</a> ).	Estimated Miles:	72000	\$42,120.00
		Rate Per Mile:	0.585	
		TOTAL COST:		\$656,643.65

# BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

<b>CLUSTER AGENDA REVIEW DATE</b>	10/19/2022		
<b>BOARD MEETING DATE</b>	11/1/2022		
<b>SUPERVISORIAL DISTRICT AFFECTED</b>	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 <sup>st</sup> <input type="checkbox"/> 2 <sup>nd</sup> <input type="checkbox"/> 3 <sup>rd</sup> <input type="checkbox"/> 4 <sup>th</sup> <input type="checkbox"/> 5 <sup>th</sup>		
<b>DEPARTMENT(S)</b>	Animal Care and Control		
<b>SUBJECT</b>	The Department of Animal Care and Control (Department) requests authority for its Director to accept the donation of a trailer and supplies from the American Kennel Club Companion Animal Recovery Corporation (AKC Reunite) to support displaced pets and service animals in the event of a disaster or emergency and to execute the necessary agreements.		
<b>PROGRAM</b>	Community Services		
<b>AUTHORIZES DELEGATED AUTHORITY TO DEPT.</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
<b>SOLE SOURCE CONTRACT</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why: N/A		
<b>DEADLINES/ TIME CONSTRAINTS</b>	none		
<b>COST &amp; FUNDING</b>	Total cost: \$0	Funding source:	
	The trailer and supplies will be donated to the Department at no cost.	Sufficient appropriation is included in the Department's operating budget to account for any anticipated maintenance costs related to vehicle upkeep.	
	TERMS (if applicable): n/a		
	Explanation: n/a		
<b>PURPOSE OF REQUEST</b>	Once the Director is delegated authority, an agreement will be executed to allow the Department to accept the donation of a trailer and supplies to be used for the protection, support, and care of displaced pets and service animals in the event of a natural or man-made disaster.		
<b>BACKGROUND (include internal/external issues that may exist including any related motions)</b>	No anticipated internal or external issues are expected.		
<b>EQUITY INDEX OR LENS WAS UTILIZED</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:		
<b>SUPPORTS ONE OF THE NINE BOARD PRIORITIES</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please state which one(s) and explain how:  Approval of the recommended actions is consistent with the Board of Supervisors' Priority #7, Sustainability.		
<b>DEPARTMENTAL CONTACTS</b>	Name, Title, Phone # & Email:  Bradley Kim, Admin. Services Mgr. I, (562) 379-9722, BKim@animalcare.lacounty.gov		



Marcia Mayeda, Director

November 1, 2022

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

Dear Supervisors:

**DELEGATE AUTHORITY TO THE DIRECTOR OF  
ANIMAL CARE AND CONTROL TO ACCEPT THE DONATION  
OF A TRAILER AND SUPPLIES TO SUPPORT DISASTER RELIEF EFFORTS  
(ALL SUPERVISORIAL DISTRICTS)  
(3 VOTES)**

**SUBJECT**

The Department of Animal Care and Control (Department) requests authority for its Director to accept the donation of a trailer and supplies from the American Kennel Club Companion Animal Recovery Corporation (AKC Reunite) to support displaced pets and service animals in the event of a disaster or emergency and to execute the necessary agreements.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Delegate authority to the Director of Animal Care and Control, or her designee, to accept the one-time, in-kind donation of a trailer and supplies from AKC Reunite to support displaced animals during an emergency event and to execute any necessary agreements to effectuate that donation.

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

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

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

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

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

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

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

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

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

AKC Reunite is a 501(c)(3) organization that specializes in pet recovery services. Once an agreement is executed, it will allow the Department to accept the donation of a trailer and supplies to be used for the protection, support, and care of displaced pets and service animals in the event of a natural or man-made disaster.

### **IMPLEMENTATION OF STRATEGIC PLAN GOALS**

Approval of the recommended action is consistent with County Strategic Plan Goal 2, Strategy II.2 – Support the Wellness of our Communities, by maximizing the Department's ability to provide emergency care and services for displaced pets in Los Angeles County communities during disaster events such as wildfires.

Approval of the recommended action also supports County's Strategic Plan Goal III.3 – Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability, by leveraging external resources in the form of an in-kind donation of a trailer and supplies to benefit residents in unincorporated Los Angeles County and in cities that contract with the Department for animal services.

### **FISCAL IMPACT/FINANCING**

The trailer and supplies will be donated to the Department at no cost. Sufficient appropriation is included in the Department's operating budget to account for nominal costs associated with the registration, decals, and general maintenance of the trailer.

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

Upon approval of this board letter, the Department will execute an agreement with AKC Reunite which will allow it to be a recipient of an in-kind donation of a trailer and supplies to support animals displaced during disaster events.

Government Code Section 25335 permits the County to accept grants, donations, or other gifts for a specific County purpose. Section 2.4.2 of the County Fiscal Manual authorizes County departments to accept donations in excess of \$10,000 with Board approval. The estimated market value of the unit and supplies to be donated is \$22,000.

### **IMPACT ON CURRENT SERVICES**

This agreement will enhance current services by allowing the Department to better serve pet owners in unincorporated Los Angeles County and in contract cities by

The Honorable Board of Supervisors  
November 1, 2022  
Page 3

increasing its ability to provide refuge and care for animals displaced by disaster or emergency events. The trailer will be operated by Department staff and will be used to transport and/or provide veterinary care for animals in need displaced during disasters such as wildfires.

### **CONCLUSION**

Upon approval, the Department is requested to send a letter thanking AKC Reunite for their generous donation. A draft appreciation letter is enclosed. Please return one adopted copy of this letter to the Department.

Respectfully submitted,

MARCIA MAYEDA  
Director

MM:DU:WD:BK:rm

s:\brd corr\bls\2022 board letters\11.1.22 akc trailer donation\bl donation akc trailer

Enclosure

c: Chief Executive Office  
County Counsel  
Executive Office



LOS ANGELES COUNTY

**ANIMAL CARE & CONTROL** | **redefining CARE**



Attachment

Marcia Mayeda, Director

DRAFT

ACK Reunite  
8051 Arco Corporate Drive  
Suite 200  
Raleigh, NC 27617

The County of Los Angeles accepts, with gratitude, the donation of a trailer and supplies from your organization.

On behalf of the County, I express our appreciation to you for this generous donation. Given the COVID-19 pandemic, this thank you letter is being issued by the Department of Animal Care and Control instead of the Board of Supervisors, but the Board did publicly recognize your generous grant at a recent televised Board meeting.

Sincerely,

MARCIA MAYEDA  
Director

MM:rm

c: Chief Executive Office

Agoura ACC  
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Agoura Hills, CA 91301  
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(661) 575-2888

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

# BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

<b>CLUSTER AGENDA REVIEW DATE</b>	10/19/2022							
<b>BOARD MEETING DATE</b>	11/1/2022							
<b>SUPERVISORIAL DISTRICT AFFECTED</b>	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 <sup>st</sup> <input type="checkbox"/> 2 <sup>nd</sup> <input type="checkbox"/> 3 <sup>rd</sup> <input type="checkbox"/> 4 <sup>th</sup> <input type="checkbox"/> 5 <sup>th</sup>							
<b>DEPARTMENT(S)</b>	Los Angeles County Development Authority (LACDA)							
<b>SUBJECT</b>	AWARD FOUR JOB ORDER CONTRACTS AND APPROVE A CONSTRUCTION TASK CATALOG							
<b>PROGRAM</b>	Construction Management							
<b>AUTHORIZES DELEGATED AUTHORITY TO DEPT</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No							
<b>SOLE SOURCE CONTRACT</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No							
	If Yes, please explain why:							
<b>DEADLINES/ TIME CONSTRAINTS</b>	N/A							
<b>COST &amp; FUNDING</b>	<table border="1" style="width: 100%;"> <tr> <td style="width: 50%;">Total cost: \$20,740,364</td><td style="width: 50%;">Funding source: LACDA's Fiscal Year 2022-23 Budget</td></tr> <tr> <td colspan="2">TERMS (if applicable): One-year term</td></tr> <tr> <td colspan="2">Explanation: Four Job Order Contracts (JOCs) each not to exceed \$5,185,091</td></tr> </table>		Total cost: \$20,740,364	Funding source: LACDA's Fiscal Year 2022-23 Budget	TERMS (if applicable): One-year term		Explanation: Four Job Order Contracts (JOCs) each not to exceed \$5,185,091	
Total cost: \$20,740,364	Funding source: LACDA's Fiscal Year 2022-23 Budget							
TERMS (if applicable): One-year term								
Explanation: Four Job Order Contracts (JOCs) each not to exceed \$5,185,091								
<b>PURPOSE OF REQUEST</b>	These JOCs will be used exclusively for the Residential Sound Insulation Program (RSIP). The RSIP provides grants to eligible properties to sound insulate residential homes and rental units from noise caused by aircrafts arriving and departing the Los Angeles International Airport.							
<b>BACKGROUND (include internal/external issues that may exist including any related motions)</b>	<p>The JOC program is a flexible, cost-effective, unit price, and indefinite quantity contracting method used to effectively and efficiently accomplish repair, refurbishment, remodeling, and other repetitive-type work for LACDA projects without extensive plans and specifications. This process reduces administrative costs and lowers direct construction costs while meeting all County procurement requirements.</p> <p>JOC programs have been successfully implemented by the LACDA, the County's Internal Services Department, Department of Public Works and other local, State and Federal agencies. The proposed JOCs will each have a one-year term, and will be used for repair, remodeling, refurbishment or other repetitive work, but will not be used for new construction.</p>							
<b>EQUITY INDEX OR LENS WAS UTILIZED</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No							
<b>SUPPORTS ONE OF THE NINE BOARD PRIORITIES</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No							
<b>DEPARTMENTAL CONTACTS</b>	Name, Title, Phone # & Email: Linda Jenkins, Director of Community Development (626) 586-1765 <a href="mailto:Linda.Jenkins@lacda.org">Linda.Jenkins@lacda.org</a>							

November 1, 2022

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 Commissioners:

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

**SUBJECT**

This letter recommends the award of four separate Job Order Contracts (JOCs); JOCs 75, 76, 77 and 78 to Harry H. Joh Construction, Inc. ("Contractor") the lowest responsive and responsible bidder in each of the individual solicitations. These JOCs will be used exclusively for the Residential Sound Insulation Program (RSIP). The RSIP provides grants to eligible properties to sound insulate residential homes and rental units from noise caused by aircrafts arriving and departing the Los Angeles International Airport. This letter further recommends adoption of the April 2022 Construction Task Catalog, which includes labor, equipment, material costs and specifications necessary for work under a JOC, and authority for the Executive Director or designee to issue work orders and perform other actions with respect to the JOCs.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Find that the recommended actions are not a project under the California Environmental Quality Act (CEQA), or, in the alternative, that the actions are otherwise exempt for the reasons stated in this Board letter and the record.
2. Adopt the April 2022 JOC Construction Task Catalog.



3. Award JOC 75, 76, 77 and 78 to Harry H. Joh Construction, Inc., the lowest responsive and responsible bidder, for an amount not to exceed \$5,185,091 per JOC, to be financed through various funding sources included in the LACDA's approved Fiscal Year 2022-2023 budget and to be included in the Fiscal Year 2023-2024 budget.
4. Authorize the Executive Director or designee to execute JOCs 75, 76, 77, and 78, previously approved as to form by County Counsel, and to establish the effective date following receipt of approved Faithful Performance and Payment for Labor and Materials Bonds filed by the Contractor.
5. Authorize the Executive Director or designee to authorize project work orders to sound insulate residential homes and rental units from noise caused by aircrafts arriving and departing the Los Angeles International Airport on an as needed basis to the Contractor in the aggregate work order amount not-to-exceed the maximum amount of each JOC.
6. Authorize the Executive Director or designee upon his determination and as necessary and appropriate under the terms of the JOCs, to amend the JOCs; to terminate any of the four JOCs for convenience; to terminate the Contractors' right to proceed with the performance of the JOCs; to assess and collect sums as liquidated damages in accordance with provisions stated in the JOCs for each calendar day that the Contractor shall be in default on an individual work order; to accept Projects and file notices upon final completion of the Projects; to release retention money withheld pursuant to the applicable provisions of the Public Contract Code; to grant extensions of time on Project, as applicable, and to assess liquidated damages as authorized under Government Code Section 53069.85 and the contract specifications for each JOC.
7. Authorize the Executive Director, or designee, to determine, on a case-by-case-basis, that a JOC work order shall be exempt from the application of the County's Local Targeted Worker Hire Policy, provided that the Executive Director, or designee, first determines that the JOC work order will be funded in whole or in part by federal funds, which prohibit geographic preferences.

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

Approval of the recommended actions will adopt the April 2022 JOC Construction Task Catalog, award four JOCs to the lowest responsive and responsible bidder and authorize the Executive Director or designee to execute JOC Agreements, issue work orders for RSIP projects in a per-contract, aggregate amount not to exceed the maximum amount of each JOC and take other actions with respect to the JOCs.

The JOC program is a flexible, cost-effective, unit price-based, and indefinite quantity contracting method used to effectively and efficiently accomplish replacing existing windows and doors with sound-rated windows and doors. It will also be used to remodel ventilation systems and electrical service panels and perform other repetitive-type work for RSIP projects without extensive plans and specifications. This process reduces administrative costs and lowers direct construction costs while meeting all Federal, State, and County procurement requirements.

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

Consistent with the requirements of California Public Contract Code Section 20128.5, the proposed JOCs will each have a one-year term but will not be used for new construction.

### **FISCAL IMPACT/FINANCING**

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

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

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

On December 31, 2018, your Board awarded a contract to the Gordian Group for consulting services to assist the LACDA with the development, implementation, and support of the JOC program. The Gordian Group prepared the JOC Construction Task Catalog, which includes the labor, equipment, material costs, and specifications necessary for work under a JOC. The JOC Construction Task Catalog was updated in April 2022 and requires adoption by your Board.

Approval of the recommended actions will also delegate authority to the Executive Director to issue work orders for projects that are not subject to the Public Contract Code (PCC), including maintenance, demolition, or procurement and installation of equipment, as applicable in an amount not exceed the maximum amount of the JOC, subject to the limitation that the aggregate amount of all work orders issued under a particular JOC does not exceed the \$5,185,091 maximum contract amount of the JOC.

The Executive Director has delegated authority under the Los Angeles County Code Section 2.58.040 to issue work orders for projects that are subject to the PCC, including repair, remodeling, alteration and refurbishment work, in an amount not to exceed \$330,000. For projects subject to the PCC, LACDA will seek advance approval from the

Board to issue JOC work orders for any such project that exceeds the monetary limits delegated to the Executive Director by Ordinance.

Furthermore, future requests for the Board to approve JOC work orders in excess of \$330,000 will include an indication that LACDA management has determined that JOC is the best method of delivering the project at hand.

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

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

### **ENVIRONMENTAL DOCUMENTATION**

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

Award of the JOCs, adoption of the April 2022 JOC Construction Task Catalog, and authorization for the Executive Director, or designee to issue work orders under the JOCs are not a project under CEQA Guidelines because they are excluded from the definition of project under Section 15378(b) of the State CEQA Guidelines. These activities are administrative actions of government and, also involve the creation of a government funding mechanism or other government fiscal activities that do not involve any commitment to any specific project, which may result in a potentially significant impact or direct or indirect changes to the environment.

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

## **CONTRACTING PROCESS**

On July 21, 2022, the LACDA publicly advertised bids for four separate and identical JOCs on an open-competitive basis, in accordance with applicable Federal and County requirements, to identify contractors to complete work as part of the JOC program. Announcements were sent to 631 contractors identified from the LACDA vendor list.

### **JOC 75 (CDC22-035):**

On August 9, 2022, three bids were received and formally opened. The lowest bid, submitted by Harry H. Joh Construction, Inc. was determined to be responsive and responsible, and it is being recommended for the award.

### **JOC 76 (CDC22-035):**

On August 9, 2022, four bids were received and formally opened. The lowest bid, submitted by Harry H. Joh Construction, Inc. was determined to be responsive and responsible, and it is being recommended for the award.

### **JOC 77 (CDC22-035):**

On August 9, 2022, four bids were received and formally opened. The lowest bid, submitted by Harry H. Joh Construction, Inc. was determined to be responsive and responsible, and it is being recommended for the award.

### **JOC 78 (CDC22-03):**

On August 9, 2022, five bids were received and formally opened. The lowest bid, submitted by Harry H. Joh Construction, Inc. was determined to be responsive and responsible, and it is being recommended for the award.

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

The Honorable Board of Commissioners

November 1, 2022

Page 6

**IMPACT ON CURRENT PROJECT**

The award of the JOCs will expedite the completion of sound insulating measures on properties participating in the RSIP including the replacement of existing windows and doors with sound-rated doors and windows, installation of air conditioning or ventilation systems, upgrades of electrical service panels, and other repetitive-type work that will help reduce noise in a timely and cost-effective manner caused by aircrafts arriving at and departing from the Los Angeles International Airport.

Respectfully submitted,

EMILIO SALAS  
Executive Director

Enclosures

**ATTACHMENT A**  
Summary of Outreach Activities

On July 21, 2022, the following outreach was initiated to identify contractors for four separate Job Order Contracts.

**A. Advertising**

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

**B. Distribution of Bid Packages:**

The LACDA's vendor list was used to email notifications to 631 Class B licensed contractors. As a result of the outreach, 31 bid packages were requested and downloaded through the LACDA's website by contractors.

**C. Pre-Bid Conference and Site Walk**

On July 28, 2022, a mandatory pre-bid conference was conducted and 15 firms were in attendance.

**D. Bid Results:**

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

**JOC 75 (LACDA22-035)**

On August 9, 2022, three bids were received and publicly opened. The bid result was as follows:

<u>Company</u>	<u>Composite Bid</u>
Harry H. Joh Construction, Inc.	0.9650
S&L Specialty Construction, Inc.	1.0942
PUB Construction, Inc.	1.2300

Harry H. Joh Construction, Inc.'s Adjustment Factor of 0.9650 indicates that Harry H. Joh Construction, Inc. will charge the LACDA 96.50% of the listed price for items in the CTC.

**JOC 76 (LACDA22-035)**

On August 9, 2022, four bids were received and publicly opened. The bid result was as follows:

<u>Company</u>	<u>Composite Bid</u>
Harry H. Joh Construction, Inc.	0.9650
S&L Specialty Construction, Inc.	1.1192
DHI Construction, Inc.	1.1920
PUB Construction, Inc.	1.2500

Harry H. Joh Construction, Inc.'s Adjustment Factor of 0.9650 indicates that Harry H. Joh Construction, Inc. will charge the LACDA 96.50% of the listed price for items in the CTC.

JOC 77 (LACDA22-035)

On August 9, 2022, four bids were received and publicly opened. The bid result was as follows:

<u>Company</u>	<u>Composite Bid</u>
Harry H. Joh Construction, Inc.	0.9650
S&L Specialty Construction, Inc.	1.1442
Thomasville Construction, Inc.	1.1860
PUB Construction, Inc.	1.2500

Harry H. Joh Construction, Inc.'s Adjustment Factor of 0.9650 indicates that Harry H. Joh Construction, Inc. will charge the LACDA 96.50% of the listed price for items in the CTC.

JOC 78 (LACDA22-035)

On August 9, 2022, five bids were received and publicly opened. The bid result was as follows:

<u>Company</u>	<u>Composite Bid</u>
Harry H. Joh Construction, Inc.	0.9650
Thomasville Construction, Inc.	1.1620
S&L Specialty Construction, Inc.	1.1693
PUB Construction, Inc.	1.2500
DHI Construction, Inc.	1.2550

Harry H. Joh Construction, Inc.'s Adjustment Factor of 0.9650 indicates that Harry H. Joh Construction, Inc. will charge the LACDA 96.50% of the listed price for items in the CTC.

**E. Minority Participation – JOC 75-78 (LACDA22-035)**

<u>Name</u>	<u>Ownership/Certification</u>	<u>Employees</u>
S&L Specialty Construction, Inc.	Non-Minority No County Certification	Total: 25
PUB Construction, Inc.	Minority No County Certification	Total: 45
Harry H. Joh Construction, Inc.	Minority No County Certification	Total: 28
DHI Construction, Inc.	Non-Minority No County Certification	Total: 9
Thomasville Construction, Inc.	Minority Social Enterprise	Total: 12

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

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



**ATTACHMENT B**  
**Contract Summary**

**Project Name:** Job Order Contracts 75, 76, 77 and 78

**Location:** County of Los Angeles

**Bid Number:** LACDA22-035

**Bid Date:** August 9, 2022

**Contractor:** Harry H. Joh Construction, Inc. (JOC 75-78)

**Services:** Sound insulating measures on properties participating in the RSIP including the replacement of existing windows and doors with sound-rated doors and windows, installation of air conditioning or ventilation systems, upgrades of electrical service panels, and other repetitive-type work that will help reduce noise in a timely and cost-effective manner caused by aircrafts arriving at and departing from the Los Angeles International Airport.

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

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

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

## SCHEDULE FOR LIQUIDATED DAMAGES – PROPOSAL PREPARATION

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

## SCHEDULE FOR LIQUIDATED DAMAGES – CONSTRUCTION

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

## SCHEDULE FOR LIQUIDATED DAMAGES – CLOSE-OUT

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

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

# BOARD LETTER/MEMO CLUSTER FACT SHEET

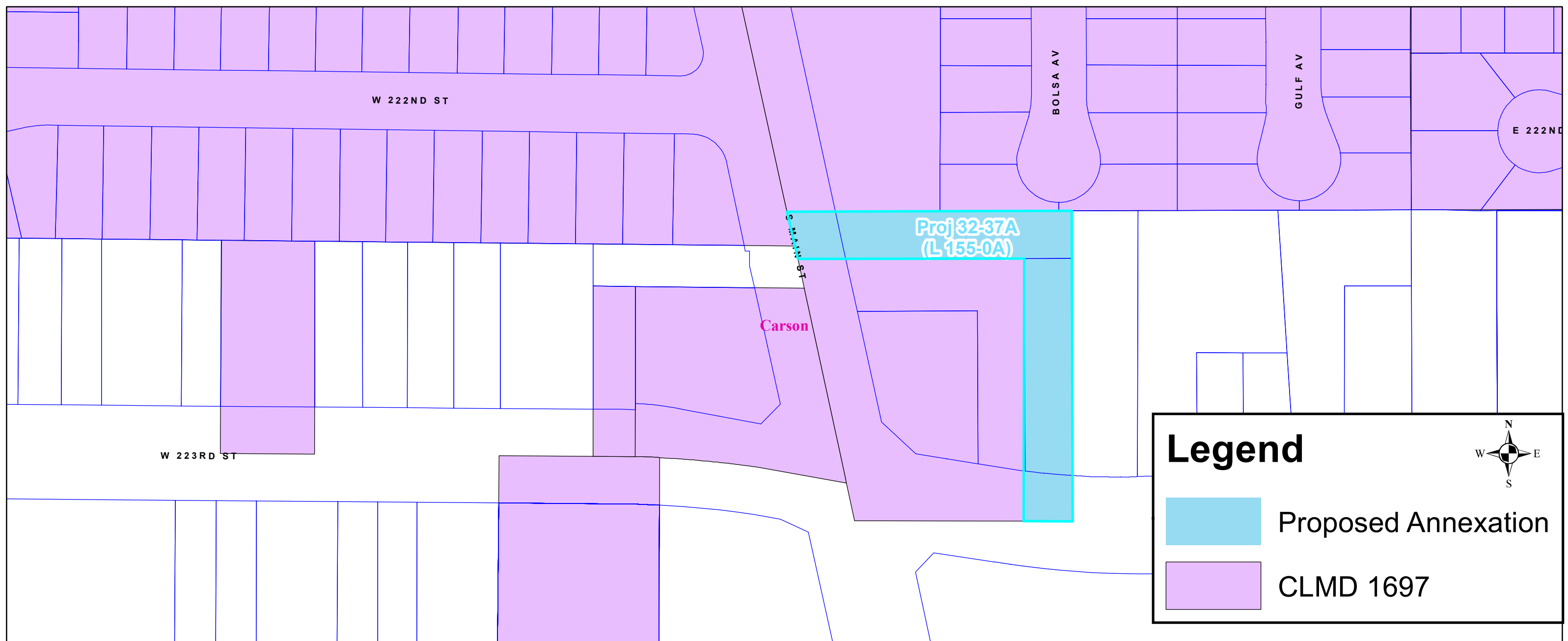
☒ Board Letter

☐ Board Memo

☐ Other

<b>CLUSTER AGENDA REVIEW DATE</b>	10/19/2022		
<b>BOARD MEETING DATE</b>	11/1/2022		
<b>SUPERVISORIAL DISTRICT AFFECTED</b>	<input type="checkbox"/> All <input type="checkbox"/> 1 <sup>st</sup> <input checked="" type="checkbox"/> 2 <sup>nd</sup> <input type="checkbox"/> 3 <sup>rd</sup> <input type="checkbox"/> 4 <sup>th</sup> <input type="checkbox"/> 5 <sup>th</sup>		
<b>DEPARTMENT(S)</b>	Public Works		
<b>SUBJECT</b>	Annexation and Levying of Assessments for County Lighting Districts – City of Carson		
<b>PROGRAM</b>	County Street Lighting Districts		
<b>AUTHORIZES DELEGATED AUTHORITY TO DEPT</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
<b>SOLE SOURCE CONTRACT</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why:		
<b>DEADLINES/ TIME CONSTRAINTS</b>	December 20, 2022, Public Hearing (commitment to the City to complete annexation by December 2022)		
<b>COST &amp; FUNDING</b>	Total cost:	\$566	Funding source: Funding Source: County Lighting Maintenance District 1697 (Fund F59)
	TERMS (if applicable):		
	Explanation: The estimated annual cost to operate and maintain streetlights in the annexed territory is \$566. Sufficient funding will be included in the Fiscal Year 2024-25 budget.		
<b>PURPOSE OF REQUEST</b>	The proposed annexation will provide funding for the continued operation of two existing streetlights.		
<b>BACKGROUND (include internal/external issues that may exist including any related motions)</b>	<ul style="list-style-type: none"> <li>Public Works administers County Lighting Districts serving the City of Carson. The City of Carson Municipal Code requires streetlights as a condition of subdivision development.</li> <li>The proposed annexation and levy of assessments, as well as exchange of property tax with other taxing agencies will provide funding for the continued operation of existing streetlights.</li> <li>Proposition 218 assessment ballot and notice of the public hearing will be mailed to the affected property owners 45 days in advance of the December 20, 2022, hearing.</li> <li>Provided there is no majority protest, the Board may adopt a resolution ordering the levying of assessment in Fiscal Year 2024-25 upon conclusion of the public hearing.</li> </ul>		
<b>EQUITY INDEX OR LENS WAS UTILIZED</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:		
<b>SUPPORTS ONE OF THE NINE BOARD PRIORITIES</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, please state which one(s) and explain how: Sustainability: Approval of the annexation provides the funding necessary for the operation and maintenance of existing streetlights.		
<b>DEPARTMENTAL CONTACTS</b>	Name, Title, Phone # & Email Steve Burger, Deputy Director, (626) 458-4018, <a href="mailto:sburger@pw.lacounty.gov">sburger@pw.lacounty.gov</a>		

## PROPOSED ANNEXATION TO COUNTY LIGHTING DISTRICTS SUPERVISORIAL DISTRICT 2





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:

November 1, 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:

**TRANSPORTATION CORE SERVICE AREA  
ANNEXATION AND LEVYING OF ASSESSMENTS  
FOR COUNTY LIGHTING DISTRICTS AND  
NEGOTIATED EXCHANGE OF PROPERTY TAX REVENUES  
CITY OF CARSON  
(SUPERVISORIAL DISTRICT 2)  
(3 VOTES)**

**SUBJECT**

Public Works is seeking Board approval and authorization to annex subdivision territory known as Project No. 32-37A (L 155-0A) located in the City of Carson to County Lighting Maintenance District 1697 and County Lighting District Landscaping and Lighting Act-1, Carson Zone, and to order the levying of assessments for street lighting purposes; and approve the negotiated exchange of property tax revenues among those nonexempt taxing agencies whose service areas are subject to the jurisdictional changes.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Find that the proposed project is categorically exempt from the provisions of the California Environmental Quality Act for the reasons stated in this letter and record of the action.
2. Adopt the Resolution of Intention to Annex Subdivision Territory to County Lighting Maintenance District 1697 and County Lighting District Landscaping and Lighting Act-1, Carson Zone, and order the levying of assessments within

the annexed territory for Fiscal Year 2024-25, whose boundary is identified on the diagram included in the resolution.

3. Set a date for a public hearing regarding the proposed annexation of territory and levying of annual assessments based on the Fiscal Year 2022-23 Annual Engineer's Report, which establishes assessments based on land use type for all zones within County Lighting District Landscaping and Lighting Act-1 for street lighting purposes with an annual base assessment rate of \$35 for a single-family residence for Carson Zone.
4. Instruct the Executive Officer of the Board to cause notice of the public hearing by mail at least 45 days prior to the scheduled public hearing date of December 20, 2022, pursuant to Section 53753 of the California Government Code. The mailed notice will include assessment ballots.

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

1. Find that the annexation and assessments are for the purposes of meeting operating expenses; purchasing supplies, equipment, or materials; meeting financial reserve needs and requirements; and obtaining funds for capital projects, including the operation and maintenance of streetlights necessary to maintain service within the proposed annexation territory.
2. Order the tabulation of assessment ballots submitted, and not withdrawn, in support of or in opposition to the proposed assessments.
3. Determine whether a majority protest against the proposed annexation or assessment exists.
4. Make a finding terminating the annexation, levying of assessments, and property tax transfer proceedings in the territory where the proposed annexation and levying of assessments has been rejected, if any, as a result of a majority protest and refer the matter back to Public Works.
5. If there is no majority protest against the proposed annexation or assessments:
  - a. Adopt the Resolution Ordering Annexation of Subdivision Territory to County Lighting Maintenance District 1697 and County Lighting District Landscaping and Lighting Act-1, Carson Zone, Confirming a Diagram and Assessment, and Levying of Assessments within the Annexed Territory for Fiscal Year 2024-25, either as proposed or as modified by the Board.

The annexation and the exchange of property tax revenues shall not become effective unless the legal description for the annexed territory is approved as to definiteness and certainty by the Assessor. The adoption of the Resolution ordering annexation shall constitute the levying of assessments in Fiscal Year 2024-25.

- b. Adopt the joint resolutions between the Board and other taxing agencies approving and accepting the negotiated exchange of property tax revenues resulting from the annexation of territory to County Lighting Maintenance District 1697, as approved by the nonexempt taxing agencies.

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

Approval of the recommended actions will find that the project is exempt from the California Environmental Quality Act Guidelines (CEQA) and allow the Board to: (1) annex territory known as Project No. 32-37A (L 155-0A) to County Lighting Maintenance District (CLMD) 1697 and CLD LLA-1, Carson Zone (collectively, County Lighting Districts); (2) levy assessments in Fiscal Year 2024-25 on each lot or parcel lying within the proposed annexation territory based on land use categories that designate usage units on the basis of benefits received; and (3) approve the exchange of property tax revenue between CLMD 1697 and other nonexempt taxing entities whose service areas are subject to the jurisdictional changes.

The City of Carson Municipal Code requires installation of a street lighting system as a condition of subdivision development. The proposed annexation, levy of assessments, and exchange of property tax revenues are required to provide the necessary funding for the operation and maintenance of the existing streetlights associated with Project No. 32-37A in the City of Carson. This Board letter is intended to correct the boundaries of the previously annexed development project.

The proposed assessment rate for the project will be an annual assessment of \$35 per single-family residence with proportionately higher rates for other land uses in the Carson Zone.

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

The County Strategic Plan directs the provisions of Strategy II.2, Support the Wellness of our Communities and Strategy III.3, Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability. Annexation of territory to the County Lighting Districts will allow for the continued operation of streetlights in this community and provide funding for their operation and maintenance. Maintaining lighting services provides for the

convenience and safety of the motoring public, as well as the safety and security of people and property, which improves the quality of life in the County.

### **FISCAL IMPACT/FINANCING**

The estimated annual costs for the operation and maintenance of the streetlights within the annexed territory is \$566 for CLMD 1697 (Fund F59). Sufficient funding will be included in the F59 Fiscal Year 2024-25 Budget.

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

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

The City of Carson Municipal Code and applicable subdivision, planning, and zoning ordinances require the installation of a street lighting system by a subdivider as a condition of development. The development must comply with the terms of these ordinances and provide street lighting as a condition of development. The purpose of the recommended action is to annex the territory into the County Lighting Districts to provide funding for the continued operation of streetlights in compliance with the California Streets and Highways Code Sections 5821.3 and 22608.2.

The Landscaping and Lighting Act of 1972 (California Streets and Highways Code Section 22573) provides for the assessment of street lighting costs against the benefited properties within CLD LLA-1 by any formula or method that fairly distributes the costs among all assessable lots or parcels in proportion to the estimated benefits to be received by each lot or parcel. A method of distributing the street lighting costs based on land use was approved by the Board on May 22, 1979, and amended on July 22, 1997, to include government-owned or -leased parcels. The same distribution method was used to compute the Fiscal Year 2022-23 base assessment rates for each zone within CLD LLA-1 as shown in the Fiscal Year 2022-23 Annual Engineer's Report on file with Public Works.

The procedures for levying of assessments previously authorized by the Board under California Government Code Section 53753, including the distribution, receipt,



and tabulation of ballots at a public hearing are required and will be followed for the annexation project. The assessments are subject to the results of ballot tabulation at the conclusion of the public hearing. Failure to annex a territory, levy assessments, and collect property tax revenues will result in the inability to operate and maintain the streetlights as part of the County-administered street lighting districts. The assessments will not be levied if the weighted majority of ballots returned are opposed to the assessment. Subsequently, future operation and maintenance of the existing streetlights will be the responsibility of either the property owner(s) or the City of Carson.

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

The California Revenue and Taxation Code Section 99 et seq. provides that affected agencies must approve and accept the negotiated exchange of property tax revenues by resolution. If the agency is a city, both the city and County must approve the exchange of property tax revenues. The Joint Resolution approving and accepting the negotiated exchange of property tax revenues has been approved by the City of Carson and all other nonexempt taxing agencies and is enclosed for your consideration (Enclosure C). The City of Carson has executed Resolution No. 21-333 granting consent and jurisdiction to Los Angeles County in the matter of the annexation of Project No. 32-37A (L 155-0A). Copy is enclosed (Enclosure D).

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

### **ENVIRONMENTAL DOCUMENTATION**

The proposed project is exempt from CEQA. Adoption of the proposed resolutions annexing territory to the CLMD 1697 and CLD LLA-1, Carson Zone, will provide the necessary funding for the operation and maintenance of existing streetlights for the

The Honorable Board of Supervisors  
November 1, 2022  
Page 6

purpose of meeting operating expenses and is exempt from CEQA pursuant to Section 21080(b)(8) of the California Public Resource Code and Section 15273(a) of the State CEQA Guidelines and based upon the written findings incorporated in the record setting forth the basis of the exemption with specificity.

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

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

**CONCLUSION**

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

Respectfully submitted,

MARK PESTRELLA, PE  
Director of Public Works

MP:EK:dj

Enclosures

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

**COUNTY OF LOS ANGELES  
BOARD OF SUPERVISORS  
RESOLUTION OF INTENTION TO ANNEX SUBDIVISION TERRITORY TO COUNTY  
LIGHTING MAINTENANCE DISTRICT 1697 AND COUNTY LIGHTING DISTRICT  
LANDSCAPING AND LIGHTING ACT-1, CARSON ZONE, AND ORDER THE LEVYING  
OF ASSESSMENTS WITHIN THE ANNEXED TERRITORY  
FISCAL YEAR 2024-25**

WHEREAS, the Board of Supervisors of the County of Los Angeles (Board of Supervisors) established County Lighting Maintenance District 1697 under the Improvement Act of 1911 (California Streets and Highways Code Section 5000 et seq.), to fund the installation, operation, and maintenance of street lighting systems within its boundaries; and

WHEREAS, the Board of Supervisors subsequently approved the formation of County Lighting District Landscaping and Lighting Act-1 (LLA-1), under the Landscaping and Lighting Act of 1972 (California Streets and Highways Code Section 22500 et seq.) to provide supplemental funds for the operation of streetlights within various County Lighting Maintenance Districts, including County Lighting Maintenance District 1697; and

WHEREAS, the Board of Supervisors adopted the Fiscal Year 2022-23 Annual Engineer's Report that shows estimated operating costs and recommended assessments for the Carson Zone within County Lighting District LLA-1; and

WHEREAS, the Improvement Act of 1911 (California Streets and Highways Code Section 5821.3) provides that a territory owned by a subdivider may be annexed to an existing lighting district, without notice or hearing, in the event an ordinance requires installation of a street lighting system; and

WHEREAS, the Landscaping and Lighting Act of 1972 (California Streets and Highways Code Section 22608.2) provides that in the event an ordinance requires installation of improvements, such as a street lighting system by a subdivider, the territory may be annexed to an existing lighting district without notice and hearing or filing of an Engineer's Report, or both; and

WHEREAS, by the City of Carson Municipal Code, subdivision and single-lot developments are required to install a street lighting system, which may be accomplished by annexing to County Lighting Maintenance District 1697 and County Lighting District LLA-1, Carson Zone (collectively, County Lighting Districts); and

WHEREAS, upon annexation to the County Lighting Districts, the annexed territory known as Project No. 32-37A (L 155-0A) located in the City of Carson, will become subject to new assessments; and

WHEREAS, the City of Carson has executed a Resolution Granting Consent and Jurisdiction to the County of Los Angeles in the matter of annexation of Project No. 32-37A (L 155-0A) to County Lighting Maintenance District 1697; and

WHEREAS, California Government Code Section 53753 provides notice, protest, and hearing requirements applicable to the levying of the new assessments, which supersede any other such statutory requirements.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Supervisors of the County of Los Angeles, State of California, that:

SECTION 1. The public interest and convenience require, and it is the intention of the Board of Supervisors to authorize, the annexation of the territory to County Lighting Maintenance District 1697, as applicable, pursuant to California Streets and Highways Code Section 5837.

SECTION 2. The public interest and convenience require, and it is the intention of the Board of Supervisors to authorize, the annexation of the territory to County Lighting District LLA-1, Carson Zone, pursuant to California Streets and Highways Code Section 22605.

SECTION 3. The public interest and convenience require, and it is the intention of the Board of Supervisors to authorize, the expense necessary for the operation, maintenance, repairs, replacement, electric current, care, supervision, and all other items necessary for proper operation and maintenance of streetlights within the proposed annexation territory and located within the County Lighting Districts. The needed amounts shall be assessed, levied, and collected in Fiscal Year 2024-25 upon each lot or parcel of land lying within the annexed territory based on land use categories that designate usage units on the basis of benefits received, as defined in the Assessor's report dated May 22, 1979, and amended on July 22, 1997, to include government-owned or -leased parcels, and which should be assessed to pay the expenses of the operation and maintenance of said improvements. The base assessment rates for a single-family residence, along with proportional increases for other land uses, are shown in the Fiscal Year 2022-23 Annual Engineer's Report for each zone within County Lighting District LLA-1. The same annual base assessment rate established for the Carson Zone is proposed for all benefited properties within the proposed annexation territory.

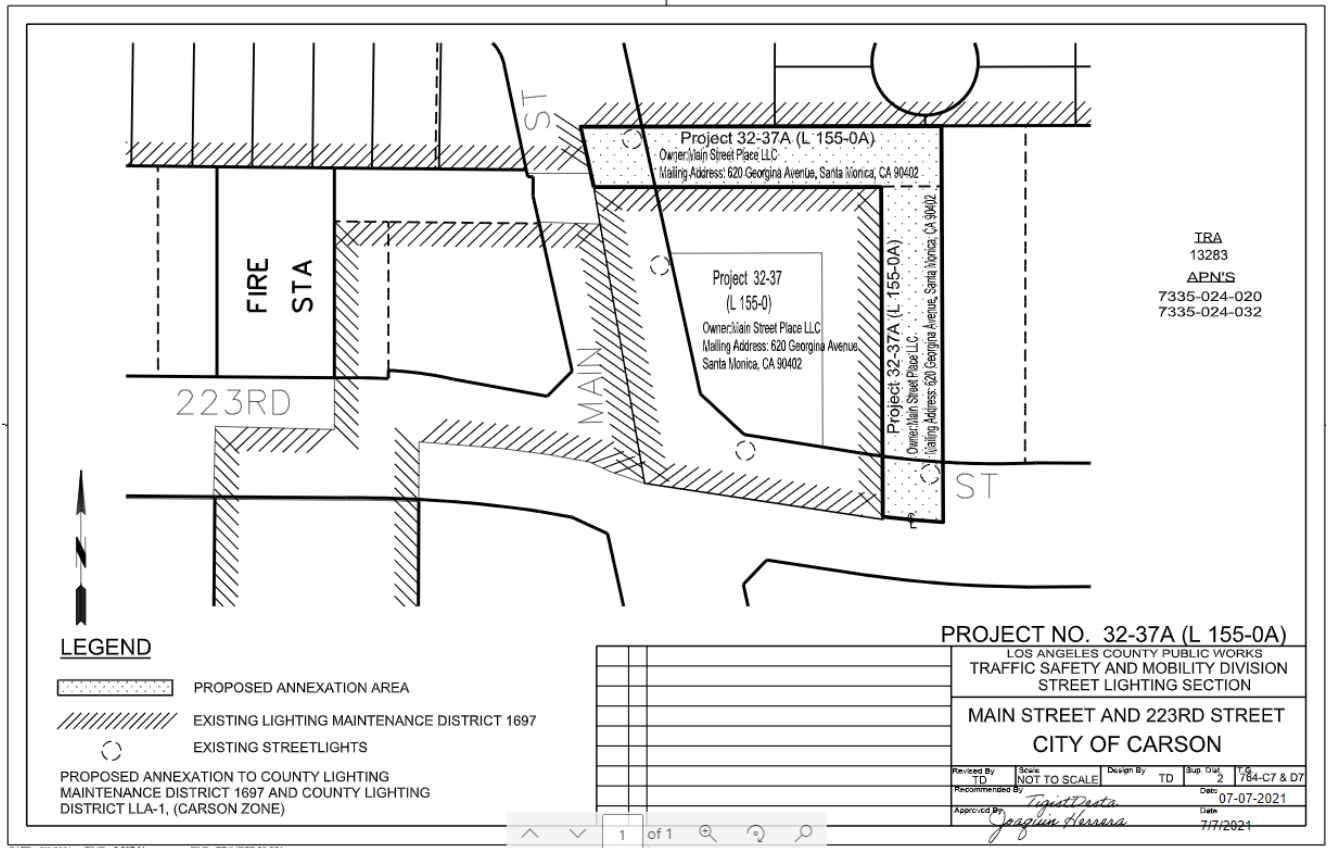
SECTION 4. The boundary of the territory proposed to be annexed is shown on the attached diagram.

SECTION 5. The proposed assessment is subject to approval by the affected property owners. A ballot and public hearing notice will be sent to the property owners within the territory proposed for annexation at least 45 days prior to the date of the public hearing. The ballots will be weighted by the amount of assessment to be paid by each property owner. The territory will not be annexed, and the proposed assessment will be abandoned, if the weighted majority of the ballots returned are opposed to the assessment.

SECTION 6. The amounts to be assessed for the expense of such operation and maintenance of the work or improvements described above shall be levied and collected in the same manner and by the same officers as taxes for County purposes.

SECTION 7. Proceedings for levying of assessments shall be taken in accordance with California Streets and Highways Code Section 22500 et seq. and California Government Code Section 53753.

SECTION 8. Tuesday, December 20, 2022, at 9:30 a.m., is the day and hour of the public hearing, at the Chambers of the Board of Supervisors of the County of Los Angeles, in Room 381B of the Kenneth Hahn Hall of Administration, 500 West Temple Street (corner of Temple Street and Grand Avenue), Los Angeles, California 90012, the place fixed by said Board of Supervisors when and where any and all interested persons may hear the proposal and be heard regarding the proposed street lighting assessments in the territory proposed for annexation to County Lighting District LLA-1, Carson Zone.



The foregoing resolution was adopted on the \_\_\_\_\_ day of \_\_\_\_\_, 2022, by the Board of Supervisors of the County of Los Angeles and ex-officio the governing body of all other special assessment and taxing district, agencies, and authorities for which said Board so acts.

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

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

APPROVED AS TO FORM:

DAWYN R. HARRISON  
Acting County Counsel

By  for Talin Halabi  
Deputy

**COUNTY OF LOS ANGELES  
BOARD OF SUPERVISORS  
RESOLUTION ORDERING ANNEXATION OF SUBDIVISION TERRITORY TO  
COUNTY LIGHTING MAINTENANCE DISTRICT 1697 AND COUNTY LIGHTING  
DISTRICT LANDSCAPING AND LIGHTING ACT-1, CARSON ZONE,  
CONFIRMING A DIAGRAM AND ASSESSMENT, AND LEVYING OF  
ASSESSMENTS WITHIN THE ANNEXED TERRITORY FOR  
FISCAL YEAR 2024-25**

WHEREAS, the Board of Supervisors of the County of Los Angeles on \_\_\_\_\_, adopted a Resolution of Intention to Annex Subdivision Territory to County Lighting Maintenance District 1697 and County Lighting District Landscaping and Lighting Act-1, Carson Zone (collectively, County Lighting Districts), and Order the Levying of Assessments within the Annexed Territory for Fiscal Year 2024-25 to provide funds for the continued operation and maintenance of existing streetlights within the annexed territory pursuant to provisions of the Improvement Act of 1911 and the Landscaping and Lighting Act of 1972; and

WHEREAS, the Executive Officer of the Board caused the notice of public hearing to be mailed to all property owners within the territory subject to the proposed annexation and levying of assessments at least 45 days prior to the date set for public hearing; and

WHEREAS, the Los Angeles County Public Works mailed assessment ballots and notices to all property owners of identified parcels within the territory proposed for annexation, pursuant to California Government Code Section 53753, to indicate support of or opposition to the matter of an assessment; and

WHEREAS, said Board of Supervisors has heard all testimony and evidence with regard to the annexation and levying of assessments, has tabulated the returned assessment ballots concerning the proposed assessments for the territory shown in Appendix A, and has made a determination on whether a majority protest exists.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Supervisors of the County of Los Angeles that:

SECTION 1. The Board of Supervisors hereby finds that the public interest and convenience require the continued operation of existing streetlights within the territory proposed for annexation to the County Lighting Districts, provided that no majority protest exists within a proposed annexation territory.

SECTION 2. The Board of Supervisors hereby orders the annexation of the territory listed in Appendix A to the County Lighting Districts, with the exception where a majority protest exists.



SECTION 3. The Board of Supervisors hereby determines that the territory identified will be benefited by the annexation to the County Lighting Districts and hereby authorizes the boundary of said County Lighting Districts be altered to include said benefited territory.

SECTION 4. The County Lighting Districts assessments and diagrams, as set forth in Sections 3 and 4 of the Resolution of Intention, are hereby approved, confirmed, and adopted by the Board for all parcels of land within the annexed territory, as proposed or as modified by the Board.

SECTION 5. The adoption of this resolution constitutes the levying of assessments for all lots and parcels within the area annexed to County Lighting District Landscaping and Lighting Act-1, Carson Zone, for the fiscal year commencing July 1, 2024, and ending June 30, 2025.

SECTION 6. The amounts to be assessed for the expense of the operation and maintenance of streetlights, shall be levied and collected in the same manner and by the same officers as taxes for County purposes and shall be disbursed and expended for operation, maintenance, and service of said County Lighting Districts, all as described in the Resolution of Intention.

SECTION 7. The Executive Officer of the Board is hereby authorized and directed to file a certified copy of this resolution upon their adoption with the Assessor, Ownership Services Section (Attention Sonia Carter Baltazar) and with the Auditor-Controller, Tax Division (Attention Grace Kinoshita).

SECTION 8. Notwithstanding the foregoing, the above annexation of the territory listed in Appendix A to the County Lighting Districts, is conditioned upon, and shall not become effective unless the legal description for an annexed territory is approved as to definiteness and certainty by the Assessor, and when legally required, the final project map is approved and recorded with Registrar-Recorder/County Clerk.

**APPENDIX A**

**PROPOSED ANNEXATION OF  
SUBDIVISION TERRITORY AND LEVYING OF ASSESSMENTS  
LOS ANGELES COUNTY PUBLIC WORKS**

Project	LLA-1 Zone	CLMD	Sup Dist.	County or City Area	Location	Majority Protest (Yes or No)
Project No. 32-37A (L 155-0A)	Carson	1697	2	City of Carson	Main Street at Broadway	

The foregoing resolution was adopted on the \_\_\_\_\_ day of \_\_\_\_\_, 2022, by the Board of Supervisors of the County of Los Angeles and ex-officio the governing body of all other special assessment and taxing district, agencies, and authorities for which said Board so acts.

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

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

APPROVED AS TO FORM:

DAWYN R. HARRISON  
Acting County Counsel

By:  for Talin Halabi  
Deputy

**JOINT RESOLUTION OF  
THE BOARD OF SUPERVISORS OF COUNTY OF LOS ANGELES, THE BOARD OF  
TRUSTEES OF THE GREATER LOS ANGELES COUNTY VECTOR CONTROL  
DISTRICT, THE BOARD OF DIRECTORS OF THE COUNTY SANITATION  
DISTRICT NO. 8 OF LOS ANGELES COUNTY, THE CITY COUNCIL OF THE  
CITY OF CARSON, AND THE BOARD OF DIRECTORS OF THE WATER  
REPLENISHMENT DISTRICT OF SOUTHERN CALIFORNIA APPROVING AND  
ACCEPTING THE NEGOTIATED EXCHANGE OF PROPERTY TAX REVENUES  
RESULTING FROM ANNEXATION OF PROJECT NO. 32-37A (L 155-0A)  
TO COUNTY LIGHTING MAINTENANCE DISTRICT 1697**

WHEREAS, pursuant to Section 99.01 of the California Revenue and Taxation Code, prior to the effective date of any jurisdictional change that will result in a special district providing one or more services to an area where those services have not previously been provided by any local agency, the special district and each local agency that receives an apportionment of property tax revenue from the area must negotiate an exchange of property tax increment generated in the area subject to the jurisdictional change and attributable to those local agencies; and

WHEREAS, the Board of Supervisors of the County of Los Angeles, acting on behalf of the County Lighting Maintenance District (CLMD) 1697, Los Angeles County General Fund, Los Angeles County Public Library, the Consolidated Fire Protection District of Los Angeles County, Los Angeles County Flood Control Drainage Improvement Maintenance District, and Los Angeles County Flood Control District; the Board of Trustees of the Greater Los Angeles County Vector Control District; the Board of Directors of the County Sanitation District No. 8 of Los Angeles County; the City Council of the City of Carson; and the Board of Directors of the Water Replenishment District of Southern California have determined that the amount of property tax revenue to be exchanged between their respective agencies as a result of the annexation proposal identified as Project No. 32-37A (L 155-0A) to CLMD 1697 is as shown on the attached Property Tax Transfer Resolution Worksheet.

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NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. The negotiated exchange of property tax revenues with CLMD 1697, Los Angeles County General Fund, Los Angeles County Public Library, the Consolidated Fire Protection District of Los Angeles County, Los Angeles County Flood Control Drainage Improvement Maintenance District, Los Angeles County Flood Control District, the Greater Los Angeles County Vector Control District, the County Sanitation District No. 8 of Los Angeles County, the City of Carson, and the Water Replenishment District of Southern California resulting from the annexation of Project No. 32-37A (L 155-0A) to CLMD 1697 is approved and accepted.

2. For annexation projects within a City of Carson Community Redevelopment Project Area, CLMD 1697 will not receive the negotiated share of annual tax increment until such time as the affected redevelopment project area is terminated for purposes of receiving the annual tax increment.

3. For fiscal years commencing on or after July 1, 2022, or the July 1 after the effective date of this jurisdictional change, whichever is later, the property tax revenue increment generated from the area within Project No. 32-37A (L 155-0A), Tax Rate Area 13283, shall be allocated to the affected agencies as indicated on the attached Property Tax Transfer Resolution Worksheet.

4. No transfer of property tax revenues other than those specified in Paragraph 3 shall be made as a result of the annexation of Project No. 32-37A (L 155-0A).

5. If at any time after the effective date of this resolution, the calculations used herein to determine initial property tax transfers or the data used to perform those calculations are found to be incorrect, thus producing an improper or inaccurate property tax transfer, the property tax transfer shall be recalculated and the corrected transfer shall be implemented for the next fiscal year.

PASSED, APPROVED, AND ADOPTED this 9th day of September 2021,  
by the following vote:

AYES: 33  
NOES: 0  
ABSENT: 4  
ABSTAIN: 0

GREATER LOS ANGELES COUNTY  
VECTOR CONTROL DISTRICT

By Heidi Heinrich  
President, Board of Trustees

ATTEST:   
Secretary

10/14/21  
Date



NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. The negotiated exchange of property tax revenues with CLMD 1697, Los Angeles County General Fund, Los Angeles County Public Library, the Consolidated Fire Protection District of Los Angeles County, Los Angeles County Flood Control Drainage Improvement Maintenance District, Los Angeles County Flood Control District, the Greater Los Angeles County Vector Control District, the County Sanitation District No. 8 of Los Angeles County, the City of Carson, and the Water Replenishment District of Southern California resulting from the annexation of Project No. 32-37A (L 155-0A) to CLMD 1697 is approved and accepted.

2. For annexation projects within a City of Carson Community Redevelopment Project Area, CLMD 1697 will not receive the negotiated share of annual tax increment until such time as the affected redevelopment project area is terminated for purposes of receiving the annual tax increment.

3. For fiscal years commencing on or after July 1, 2022, or the July 1 after the effective date of this jurisdictional change, whichever is later, the property tax revenue increment generated from the area within Project No. 32-37A (L 155-0A), Tax Rate Area 13283, shall be allocated to the affected agencies as indicated on the attached Property Tax Transfer Resolution Worksheet.

4. No transfer of property tax revenues other than those specified in Paragraph 3 shall be made as a result of the annexation of Project No. 32-37A (L 155-0A).

5. If at any time after the effective date of this resolution, the calculations used herein to determine initial property tax transfers or the data used to perform those calculations are found to be incorrect, thus producing an improper or inaccurate property tax transfer, the property tax transfer shall be recalculated and the corrected transfer shall be implemented for the next fiscal year.

PASSED, APPROVED, AND ADOPTED this 8 day of September 2021,  
by the following vote:

AYES: Five  
NOES: None  
ABSENT: None  
ABSTAIN: None

COUNTY SANITATION DISTRICT NO. 8  
OF LOS ANGELES COUNTY

By Joe Buscaino  
Chairperson, Board of Directors

ATTEST:

Kimberly A. Christensen  
Secretary

                      
Date



**RESOLUTION 21-134**

**THE BOARD OF SUPERVISORS OF COUNTY OF LOS ANGELES, THE BOARD OF TRUSTEES OF THE GREATER LOS ANGELES COUNTY VECTOR CONTROL DISTRICT, THE BOARD OF DIRECTORS OF THE COUNTY SANITATION DISTRICT NO. 8 OF LOS ANGELES COUNTY, THE CITY COUNCIL OF THE CITY OF CARSON, AND THE BOARD OF DIRECTORS OF THE WATER REPLENISHMENT DISTRICT OF SOUTHERN CALIFORNIA APPROVING AND ACCEPTING THE NEGOTIATED EXCHANGE OF PROPERTY TAX REVENUES RESULTING FROM ANNEXATION OF PROJECT NO. 32-37A (L 155-0A) TO COUNTY LIGHTING MAINTENANCE DISTRICT 1697**

WHEREAS, pursuant to Section 99.01 of the California Revenue and Taxation Code, prior to the effective date of any jurisdictional change that will result in a special district providing one or more services to an area where those services have not previously been provided by any local agency, the special district and each local agency that receives an apportionment of property tax revenue from the area must negotiate an exchange of property tax increment generated in the area subject to the jurisdictional change and attributable to those local agencies; and

WHEREAS, the Board of Supervisors of the County of Los Angeles, acting on behalf of the County Lighting Maintenance District (CLMD) 1697, Los Angeles County General Fund, Los Angeles County Public Library, the Consolidated Fire Protection District of Los Angeles County, Los Angeles County Flood Control Drainage Improvement Maintenance District, and Los Angeles County Flood Control District; the Board of Trustees of the Greater Los Angeles County Vector Control District; the Board of Directors of the County Sanitation District No. 8 of Los Angeles County; the City Council of the City of Carson; and the Board of Directors of the Water Replenishment District of Southern California have determined that the amount of property tax revenue to be exchanged between their respective agencies as a result of the annexation proposal identified as Project No. 32-37A (L 155-0A) to CLMD 1697 is as shown on the attached Property Tax Transfer Resolution Worksheet.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. The negotiated exchange of property tax revenues with CLMD 1697, Los Angeles County General Fund, Los Angeles County Public Library, the Consolidated Fire Protection District of Los Angeles County, Los Angeles County Flood Control Drainage Improvement Maintenance District, Los Angeles County Flood Control District, the Greater Los Angeles County Vector Control District, the County Sanitation District No. 8 of Los Angeles County, the City of Carson, and the Water Replenishment District of Southern California resulting from the annexation of Project No. 32-37A (L 155-0A) to CLMD 1697 is approved and accepted.

2. For annexation projects within a City of Carson Community Redevelopment Project Area, CLMD 1697 will not receive the negotiated share of annual tax increment until such time as the affected redevelopment project area is terminated for purposes of receiving the annual tax increment.

3. For fiscal years commencing on or after July 1, 2022, or the July 1 after the effective date of this jurisdictional change, whichever is later, the property tax revenue increment generated from the area within Project No. 32-37A (L 155-0A), Tax Rate Area 13283, shall be allocated to the affected agencies as indicated on the attached Property Tax Transfer Resolution Worksheet.




4. No transfer of property tax revenues other than those specified in Paragraph 3 shall be made as a result of the annexation of Project No. 32-37A (L 155-0A).

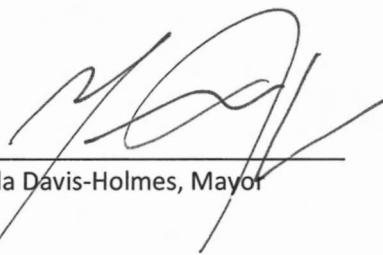
5. If at any time after the effective date of this resolution, the calculations used herein to determine initial property tax transfers or the data used to perform those calculations are found to be incorrect, thus producing an improper or inaccurate property tax transfer, the property tax transfer shall be recalculated and the corrected transfer shall be implemented for the next fiscal year.

PASSED, APPROVED, AND ADOPTED this 3<sup>rd</sup> day of November 2021.


APPROVED AS TO FORM

CITY OF CARSON

  
\_\_\_\_\_  
Sunny K. Soltani, City Attorney

  
\_\_\_\_\_  
Lula Davis-Holmes, Mayor

ATTEST:

  
\_\_\_\_\_  
Joy Simarago, Deputy City Clerk

I, Joy Simarago, Deputy City Clerk of the City of Carson, California, hereby attest to and certify that the foregoing resolution, being Resolution No. 21-134, adopted by the City of Carson City Council at its meeting held on November 3, 2021, by the following vote:

AYES:	COUNCIL MEMBERS:	Davis-Holmes, Dear, Hilton, Hicks
NOES:	COUNCIL MEMBERS:	None
ABSTAIN:	COUNCIL MEMEBES:	None
ABSENT:	COUNCIL MEMBERS:	None

  
\_\_\_\_\_  
Joy Simarago, Deputy City Clerk

**RESOLUTION NO. 21-1157**

**JOINT RESOLUTION OF  
THE BOARD OF SUPERVISORS OF COUNTY OF LOS ANGELES, THE BOARD OF  
TRUSTEES OF THE GREATER LOS ANGELES COUNTY VECTOR CONTROL  
DISTRICT, THE BOARD OF DIRECTORS OF THE COUNTY SANITATION  
DISTRICT NO. 8 OF LOS ANGELES COUNTY, THE CITY COUNCIL OF THE  
CITY OF CARSON, AND THE BOARD OF DIRECTORS OF THE WATER  
REPLENISHMENT DISTRICT OF SOUTHERN CALIFORNIA APPROVING AND  
ACCEPTING THE NEGOTIATED EXCHANGE OF PROPERTY TAX REVENUES  
RESULTING FROM ANNEXATION OF PROJECT NO. 32-37A (L 155-0A)  
TO COUNTY LIGHTING MAINTENANCE DISTRICT 1697**

WHEREAS, pursuant to Section 99.01 of the California Revenue and Taxation Code, prior to the effective date of any jurisdictional change that will result in a special district providing one or more services to an area where those services have not previously been provided by any local agency, the special district and each local agency that receives an apportionment of property tax revenue from the area must negotiate an exchange of property tax increment generated in the area subject to the jurisdictional change and attributable to those local agencies; and

WHEREAS, the Board of Supervisors of the County of Los Angeles, acting on behalf of the County Lighting Maintenance District (CLMD) 1697, Los Angeles County General Fund, Los Angeles County Public Library, the Consolidated Fire Protection District of Los Angeles County, Los Angeles County Flood Control Drainage Improvement Maintenance District, and Los Angeles County Flood Control District; the Board of Trustees of the Greater Los Angeles County Vector Control District; the Board of Directors of the County Sanitation District No. 8 of Los Angeles County; the City Council of the City of Carson; and the Board of Directors of the Water Replenishment District of Southern California have determined that the amount of property tax revenue to be exchanged between their respective agencies as a result of the annexation proposal identified as Project No. 32-37A (L 155-0A) to CLMD 1697 is as shown on the attached Property Tax Transfer Resolution Worksheet.

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NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. The negotiated exchange of property tax revenues with CLMD 1697, Los Angeles County General Fund, Los Angeles County Public Library, the Consolidated Fire Protection District of Los Angeles County, Los Angeles County Flood Control Drainage Improvement Maintenance District, Los Angeles County Flood Control District, the Greater Los Angeles County Vector Control District, the County Sanitation District No. 8 of Los Angeles County, the City of Carson, and the Water Replenishment District of Southern California resulting from the annexation of Project No. 32-37A (L 155-0A) to CLMD 1697 is approved and accepted.

2. For annexation projects within a City of Carson Community Redevelopment Project Area, CLMD 1697 will not receive the negotiated share of annual tax increment until such time as the affected redevelopment project area is terminated for purposes of receiving the annual tax increment.

3. For fiscal years commencing on or after July 1, 2022, or the July 1 after the effective date of this jurisdictional change, whichever is later, the property tax revenue increment generated from the area within Project No. 32-37A (L 155-0A), Tax Rate Area 13283, shall be allocated to the affected agencies as indicated on the attached Property Tax Transfer Resolution Worksheet.

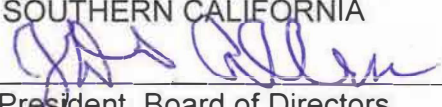
4. No transfer of property tax revenues other than those specified in Paragraph 3 shall be made as a result of the annexation of Project No. 32-37A (L 155-0A).

5. If at any time after the effective date of this resolution, the calculations used herein to determine initial property tax transfers or the data used to perform those calculations are found to be incorrect, thus producing an improper or inaccurate property tax transfer, the property tax transfer shall be recalculated and the corrected transfer shall be implemented for the next fiscal year.

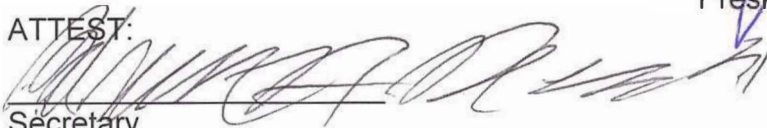
PASSED, APPROVED, AND ADOPTED this 16th day of September 2021,  
by the following vote:

AYES:5  
NOES:0  
ABSENT:0  
ABSTAIN:0

WATER REPLENISHMENT DISTRICT  
OF SOUTHERN CALIFORNIA

By   
President, Board of Directors

ATTEST:

  
Secretary

September 16, 2021  
Date

ANNEXATION TO: CO LIGHTING MAINT DIST NO 1697  
 ACCOUNT NUMBER: 019.56  
 TRA: 13283  
 EFFECTIVE DATE: 07/01/2021  
 ANNEXATION NUMBER: PRJ 32-37A PROJECT NAME: PROJECT NO. 32-37A (L 155-0A)  
 DISTRICT SHARE: 0.010964965

ACCOUNT #	TAXING AGENCY	CURRENT TAX SHARE	PERCENT	PROPOSED DIST SHARE	ALLOCATED SHARE	ADJUSTMENTS	NET SHARE
001.05	LOS ANGELES COUNTY GENERAL	0.244238998	24.4247 %	0.010964965	0.002678082	-0.002758455	0.241480543
001.20	L.A. COUNTY ACCUM CAP OUTLAY	0.000113407	0.0113 %	0.010964965	0.000001243	0.000000000	0.000113407
003.01	L A COUNTY LIBRARY	0.023202342	2.3202 %	0.010964965	0.000254412	-0.000254412	0.022947930
007.30	CONSOL. FIRE PRO.DIST.OF L.A.CO.	0.174380537	17.4380 %	0.010964965	0.001912076	-0.001912076	0.172468461
007.31	L A C FIRE-FFW	0.007216626	0.7216 %	0.010964965	0.000079130	0.000000000	0.007216626
030.10	L.A.CO.FL.CON.DR.IMP.DIST.MAINT.	0.001720285	0.1720 %	0.010964965	0.000018862	-0.000018862	0.001701423
030.70	LA CO FLOOD CONTROL MAINT	0.009735426	0.9735 %	0.010964965	0.000106748	-0.000106748	0.009628678
061.80	GREATER L A CO VECTOR CONTROL	0.000370495	0.0370 %	0.010964965	0.000004062	-0.000004062	0.000366433
066.30	CO SANITATION DIST NO 8 OPERAT	0.009271521	0.9271 %	0.010964965	0.000101661	-0.000101661	0.009169860
125.01	CITY-CARSON RP AREA #4	0.068774254	6.8774 %	0.010964965	0.000754107	-0.000754107	0.068020147
350.90	WTR REPLENISHMENT DIST OF SO CAL	0.000173040	0.0173 %	0.010964965	0.000001897	-0.000001897	0.000171143
400.00	EDUCATIONAL REV AUGMENTATION FD	0.067292311	6.7292 %	0.010964965	0.000737857	EXEMPT	0.067292311
400.01	EDUCATIONAL AUG FD IMPOUND	0.133103396	13.3103 %	0.010964965	0.001459474	EXEMPT	0.133103396
400.15	COUNTY SCHOOL SERVICES	0.001406532	0.1406 %	0.010964965	0.000015422	EXEMPT	0.001406532
400.21	CHILDREN'S INSTIL TUITION FUND	0.002791474	0.2791 %	0.010964965	0.000030608	EXEMPT	0.002791474
805.04	L.A.CITY COMMUNITY COLLEGE DIST	0.030016857	3.0016 %	0.010964965	0.000329133	EXEMPT	0.030016857
805.20	L.A.COMM.COLLEGE CHILDREN'S CTR FD	0.000310376	0.0310 %	0.010964965	0.000003403	EXEMPT	0.000310376
887.03	LOS ANGELES UNIFIED SCHOOL DIST	0.220997075	22.0997 %	0.010964965	0.002423225	EXEMPT	0.220997075
887.06	CO.SCH.SERV.FD.- LOS ANGELES	0.000012321	0.0012 %	0.010964965	0.000000135	EXEMPT	0.000012321

ANNEXATION NUMBER: PRJ 32-37A PROJECT NAME: PROJECT NO. 32-37A (L 155-0A) TRA: 13283

ACCOUNT #	TAXING AGENCY	CURRENT TAX SHARE	PERCENT	PROPOSED DIST SHARE	ALLOCATED SHARE	ADJUSTMENTS	NET SHARE
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887.07	DEV. CTR. HDCPD MINOR-L A UNIF.	0.001246512	0.1246 %	0.010964965	0.000013667	EXEMPT	0.001246512
887.20	LOS ANGELES CHILDRENS CENTER FD	0.003626215	0.3626 %	0.010964965	0.000039761	EXEMPT	0.003626215
***019.56	CO LIGHTING MAINT DIST NO 1697	0.000000000	0.0000 %	0.010964965	0.000000000	0.000000000	0.005912280
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	TOTAL:	1.000000000	100.0000 %		0.010964965	-0.005912280	1.000000000

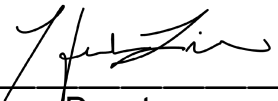
The foregoing resolution was adopted on the \_\_\_\_\_ day of \_\_\_\_\_, 2022, by the Board of Supervisors of the County of Los Angeles and ex-officio the governing body of all other special assessment and taxing district, agencies, and authorities for which said Board so acts.

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

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

APPROVED AS TO FORM:

DAWYN R. HARRISON  
Acting County Counsel

By:  for Talin Halabi  
Deputy

**RESOLUTION NO. 21-133**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, GRANTING CONSENT AND JURISDICTION TO LOS ANGELES COUNTY IN THE MATTER OF COUNTY LIGHTING MAINTENANCE DISTRICT 1697 AND COUNTY LIGHTING DISTRICT LANDSCAPING AND LIGHTING ACT-1, CARSON ZONE, CITY OF CARSON, PROJECT NO. 32-37A (L 155-0A)**

WHEREAS, the Board of Supervisors of the County of Los Angeles is prepared to commence proceedings under Divisions 7 and 15 of the Streets and Highways Code of the State of California for the annexation of this territory to the County Lighting Maintenance District 1697 and County Lighting District Landscaping and Lighting Act-1 (LLA-1), Carson Zone; and

WHEREAS, streetlights will be annexed to the County Lighting Districts within the proposed annexation territory known as Project No. 32-37A (L 155-0A) located at 22222 Main Street and 117 E. 223rd Street in the City of Carson: and

WHEREAS, all of the land included in the proposed annexation lies within the boundary of the City of Carson.

NOW, THEREFORE, be it determined by the City Council of the City of Carson, California, that:

SECTION 1. That the public interest, convenience, and necessity require the maintenance of a street lighting system located within said territory as shown on the map of the proposed annexation area to County Lighting Maintenance District 1697 and County Lighting District LLA-1, Carson Zone, attached and on file in the office of Los Angeles County Public Works.

SECTION 2. This City Council hereby consents to the annexation of said territory as shown on the attached map and included within the boundary of said annexation and lying within the boundary of the City of Carson.

SECTION 3. This City Council hereby finds and determines that the land included within the boundary of the proposed annexation lying within the boundary of the City of Carson will be benefitted by the proposed annexation and hereby consents to the inclusion of said land within the proposed annexation and to the assessment thereof.

SECTION 4. The consent of the City of Carson is hereby given to the commencement of the proceedings for said annexation to County Lighting Maintenance District 1697 and County Lighting District LLA-1, Carson Zone, by the Board of Supervisors of the County of Los Angeles, and to the exercise of exclusive jurisdiction of said Board of Supervisors over all proceedings necessary thereto for the purpose of consummating the same, all in accordance with the provisions of Divisions 7 and 15 of the California Streets and Highways Code.


SECTION 5. The Clerk of the City Council is hereby directed to certify and deliver two copies of this resolution to the Los Angeles County Department of Public Works.

SECTION 6. The City Clerk shall certify to the passage of this resolution by the City Council of the City of Carson and shall cause the same to be posted in three conspicuous places in the City of Carson and it shall thereupon take effect.

PASSED, APPROVED, AND ADOPTED this 3<sup>rd</sup> day of November 2021.

APPROVED AS TO FORM

CITY OF CARSON

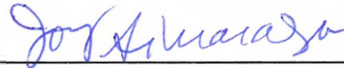


Sunny K. Soltani, City Attorney



Lula Davis-Holmes, Mayor

ATTEST:



Joy Simarago, Deputy City Clerk

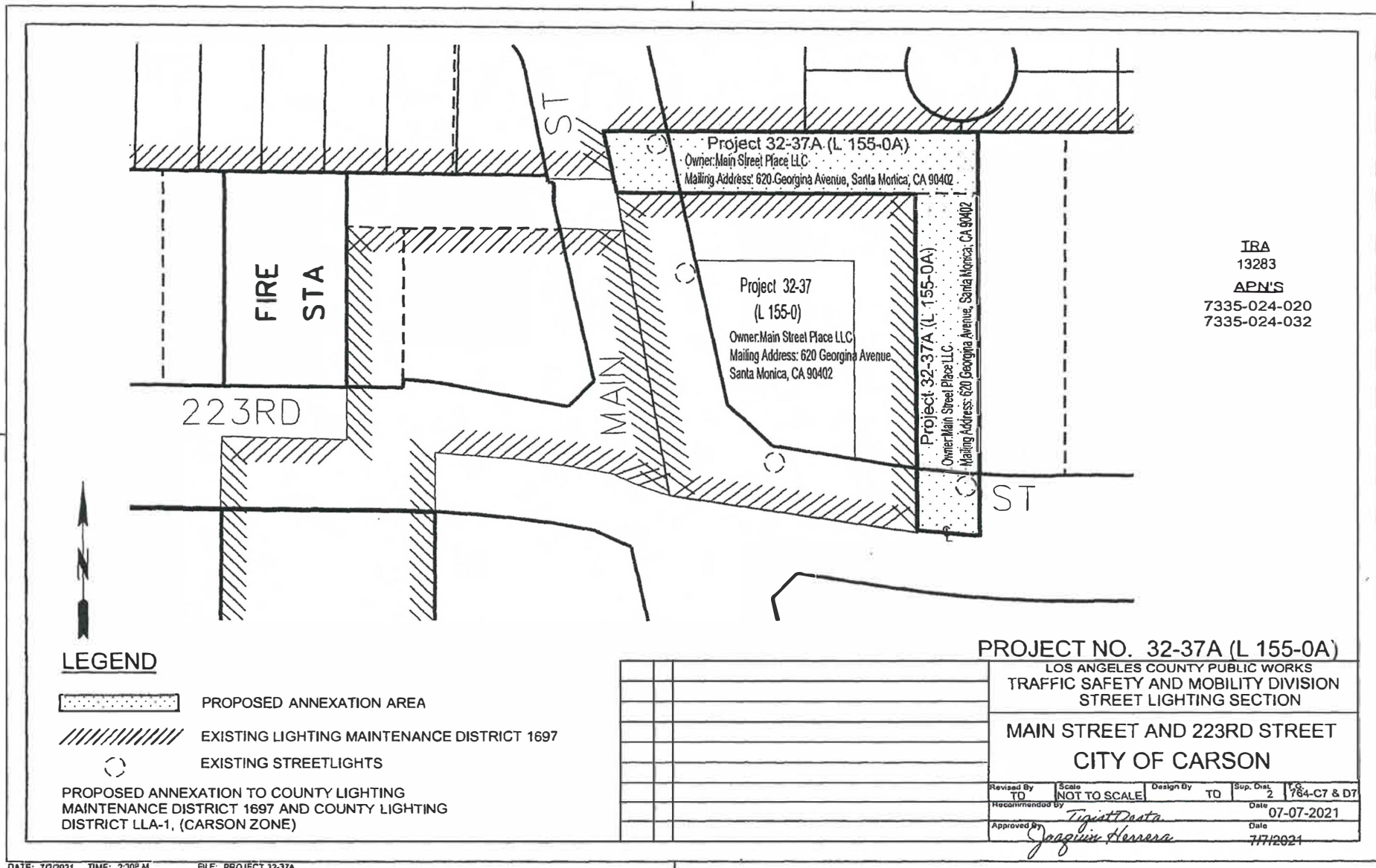
I, Joy Simarago, Deputy City Clerk of the City of Carson, California, hereby attest to and certify that the foregoing resolution, being Resolution No. 21-133, adopted by the City of Carson City Council at its meeting held on November 3, 2021, by the following vote:

AYES:	COUNCIL MEMBERS:	Davis-Holmes, Dear, Hilton, Hicks
NOES:	COUNCIL MEMBERS:	None
ABSTAIN:	COUNCIL MEMEBES:	None
ABSENT:	COUNCIL MEMBERS:	None



Joy Simarago, Deputy City Clerk





DATE: 7/2/2021 TIME: 2:30P.M FILE: PROJECT 32-37A

# BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

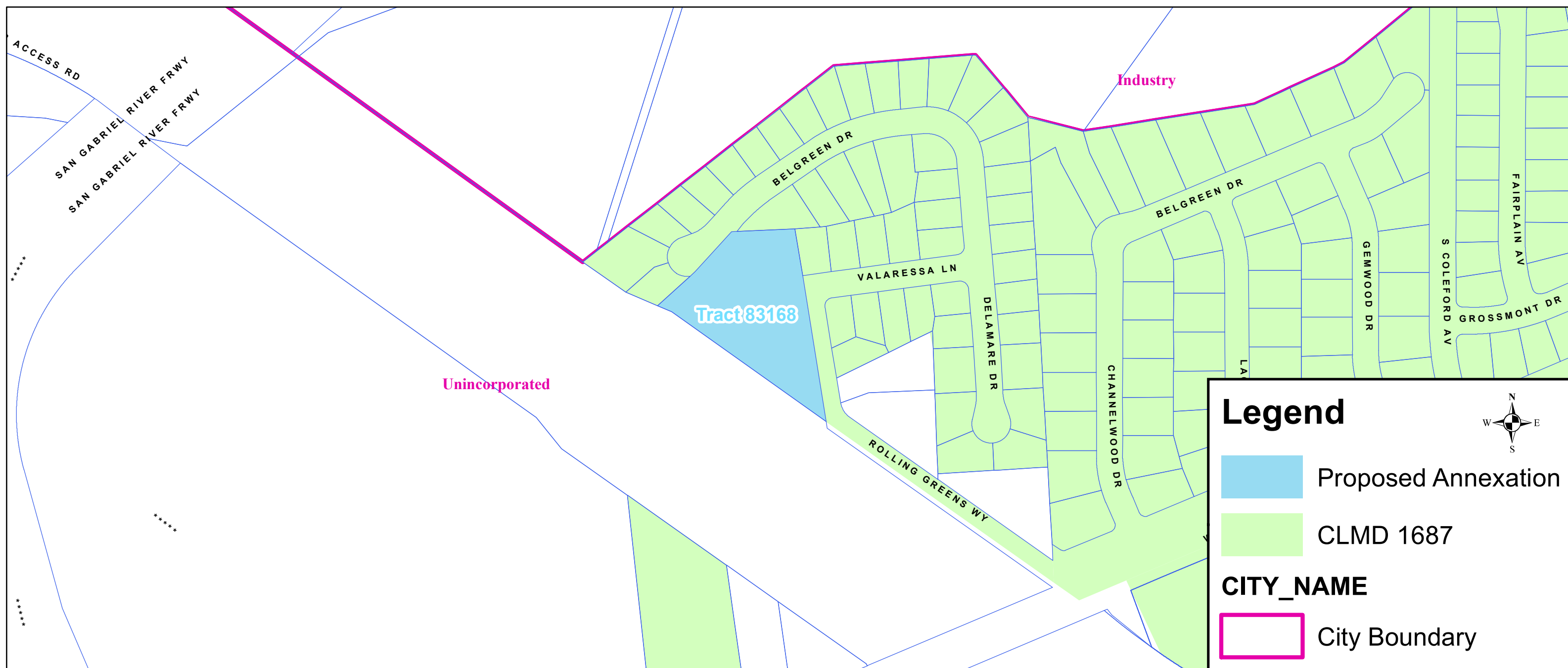
☐ Board Memo

☐ Other

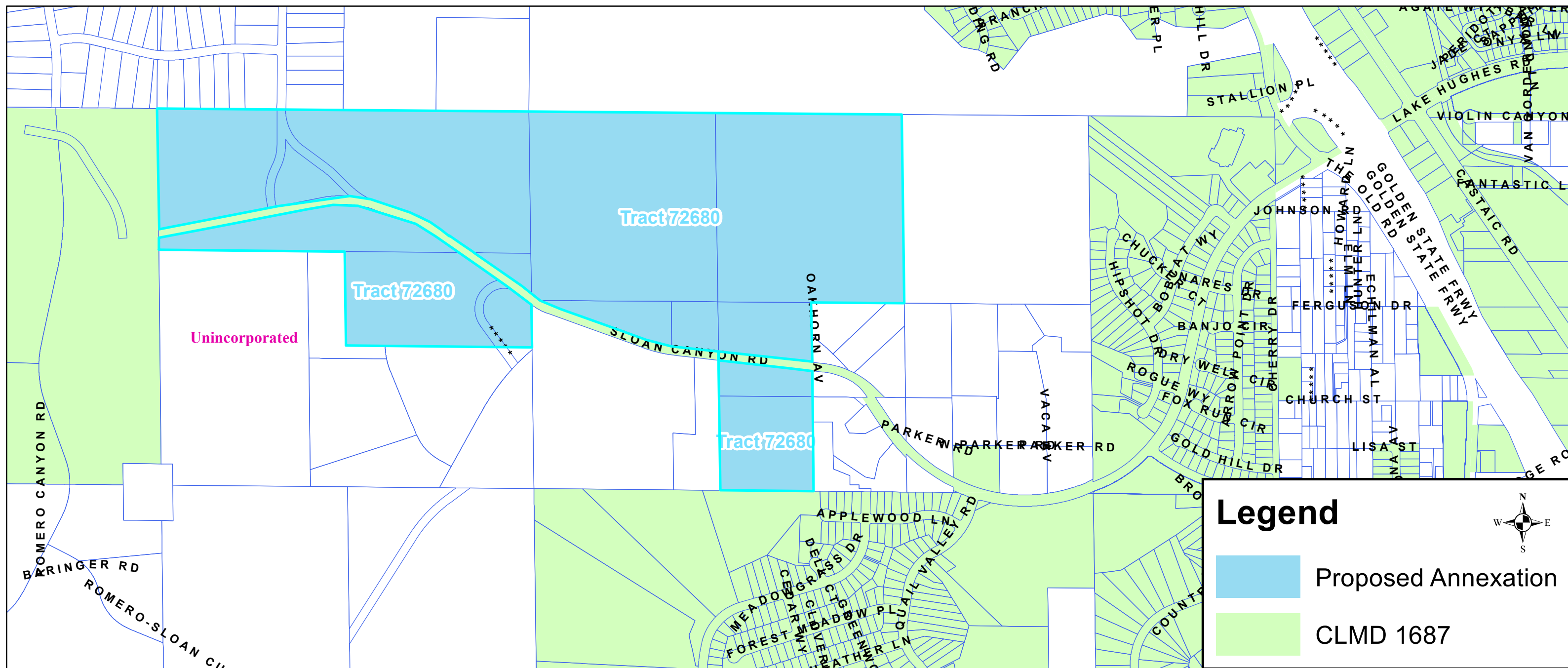
<b>CLUSTER AGENDA REVIEW DATE</b>	10/19/2022		
<b>BOARD MEETING DATE</b>	11/1/2022		
<b>SUPERVISORIAL DISTRICT AFFECTED</b>	<input type="checkbox"/> All <input checked="" type="checkbox"/> 1 <sup>st</sup> <input type="checkbox"/> 2 <sup>nd</sup> <input type="checkbox"/> 3 <sup>rd</sup> <input type="checkbox"/> 4 <sup>th</sup> <input checked="" type="checkbox"/> 5 <sup>th</sup>		
<b>DEPARTMENT(S)</b>	Public Works		
<b>SUBJECT</b>	Annexation and Levying of Assessments for County Lighting Districts in the unincorporated areas of Avocado Heights and Castaic		
<b>PROGRAM</b>	County Lighting Districts		
<b>AUTHORIZES DELEGATED AUTHORITY TO DEPT</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
<b>SOLE SOURCE CONTRACT</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why:		
<b>DEADLINES/ TIME CONSTRAINTS</b>	December 20, 2022, Public Hearing to allow the project maps to be recorded and construction to commence.		
<b>COST &amp; FUNDING</b>	Total cost: \$0	Funding source: County Lighting Maintenance District 1687 (Fund F46)	
	TERMS (if applicable):		
	Explanation: Both tracts will receive benefit from existing streetlights and must share their costs per State laws. Sufficient funding will be included in the Fiscal Year 2024-25 Budget to cover operating costs.		
<b>PURPOSE OF REQUEST</b>	The proposed annexation of the territories to the County Lighting Districts will provide funding for the operation and maintenance of existing streetlights.		
<b>BACKGROUND (include internal/external issues that may exist including any related motions)</b>	<ul style="list-style-type: none"> <li>Public Works administers County Lighting Districts serving the unincorporated area. The County Code requires the annexation and installation of a street lighting system by a developer as a condition of development.</li> <li>The proposed annexation and levy of assessments, as well as exchange of property tax with other taxing agencies will provide funding for the operation and maintenance of streetlights.</li> <li>Proposition 218 assessment ballots and notices of the public hearing will be mailed to the affected property owners 45 days in advance of the December 20, 2022, public hearing.</li> <li>Provided there is no majority protest, the Board may approve the annexation and levying of assessments starting in Fiscal Year 2024-25 upon conclusion of the public hearing.</li> </ul>		
<b>EQUITY INDEX OR LENS WAS UTILIZED</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:		
<b>SUPPORTS ONE OF THE NINE BOARD PRIORITIES</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please state which one(s) and explain how: Sustainability: Approval of the annexations to the County Lighting Districts provides the funding necessary for the operation and maintenance of streetlights.		
<b>DEPARTMENTAL CONTACTS</b>	Name, Title, Phone # & Email: Steve Burger, Deputy Director, (626) 458-4018, <a href="mailto:sburger@pw.lacounty.gov">sburger@pw.lacounty.gov</a>		



## PROPOSED ANNEXATION TO COUNTY LIGHTING DISTRICTS SUPERVISORAL DISTRICT 1



## PROPOSED ANNEXATION TO COUNTY LIGHTING DISTRICTS SUPERVISORAL DISTRICT 5





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:

November 1, 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:

**TRANSPORTATION CORE SERVICE AREA  
ANNEXATION AND LEVYING OF ASSESSMENTS FOR COUNTY LIGHTING  
DISTRICTS AND NEGOTIATED EXCHANGE OF PROPERTY TAX REVENUES FOR  
APPROVED TENTATIVE SUBDIVISION TERRITORIES  
IN THE UNINCORPORATED AREAS OF  
AVOCADO HEIGHTS AND CASTAIC  
(SUPERVISORIAL DISTRICTS 1 AND 5)  
(3 VOTES)**

**SUBJECT**

Public Works is seeking Board approval and authorization to annex approved tentative subdivision projects known as Tract Nos. 83168 and 72680 located in the unincorporated areas of Avocado Heights and Castaic to County Lighting Maintenance District 1687 and County Lighting District Landscaping and Lighting Act-1, Unincorporated Zone; order the levying of assessments for street lighting purposes; and approve the negotiated exchange of property tax revenues among those nonexempt taxing agencies whose service areas are subject to the jurisdictional changes.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Find that the proposed project is categorically exempt from the provisions of the California Environmental Quality Act for the reasons stated in this letter and record of the action.
2. Adopt the Resolution of Intention to Annex Approved Tentative Subdivision Territories to County Lighting Maintenance District 1687 and County Lighting

District Landscaping and Lighting Act-1, Unincorporated Zone, and order the levying of assessments within the annexed territories for Fiscal Year 2024-25, whose areas and boundaries are identified on the diagram included in the resolution.

3. Set a date for a public hearing regarding the proposed annexation of territories and levying of annual assessments based on the Fiscal Year 2022-23 Annual Engineer's Report, which establishes assessments based on land use type for all zones within County Lighting District Landscaping and Lighting Act-1 for street lighting purposes with an annual base assessment rate for a single-family residence of \$5 for the unincorporated zone.
4. Instruct the Executive Officer of the Board to cause notice of the public hearing by mail at least 45 days prior to the scheduled public hearing date of December 20, 2022, pursuant to Section 53753 of the California Government Code. The mailed notice will include assessment ballots.

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

1. Find that the annexations and assessments are for the purposes of meeting operating expenses; purchasing supplies, equipment, or materials; meeting financial reserve needs and requirements; and obtaining funds for capital projects, including the operation and maintenance of streetlights necessary to maintain service within the proposed annexation territories.
2. Order the tabulation of assessment ballots submitted, and not withdrawn, in support of or in opposition to the proposed assessments.
3. Determine whether a majority protest exists against each proposed annexation or assessment.
4. Make a finding terminating the annexation, levying of assessments, and property tax transfer proceedings in those subdivision territories where the proposed annexation and levying of assessments have been rejected, if any, as a result of a majority protest and refer the matter back to Public Works.
5. If there is no majority protest against the proposed annexation or assessment:
  - a. Adopt the Resolution Ordering Annexation of Approved Tentative Subdivision Territories to County Lighting Maintenance District 1687 and County Lighting District Landscaping and Lighting Act-1, Unincorporated

Zone, confirming a Diagram and Assessment, and Levying of Assessments within the Annexed Territories for Fiscal Year 2024-25, either as proposed or as modified by the Board. The annexations, levy of assessments, and the exchange of property tax revenues shall not become effective unless the legal descriptions for the annexed territories are approved as to definiteness and certainty by the Assessor. The adoption of the resolution ordering annexation shall constitute the levying of assessments in Fiscal Year 2024-25.

- b. Adopt the joint resolutions between the Board and other taxing agencies approving and accepting the negotiated exchange of property tax revenues resulting from the annexation of subdivision territories to County Lighting Maintenance District 1687 as approved by the nonexempt taxing agencies.

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

Approval of the recommended actions will find that the project is exempt from the California Environmental Quality Act Guidelines (CEQA) and allow the Board to: (1) annex specified tentative subdivision territories known as Tract Nos. 83168 and 72680 to County Lighting Maintenance District (CLMD) 1687 and County Lighting District (CLD) Landscaping and Lighting Act-1 (LLA-1), Unincorporated Zone (collectively, County Lighting Districts); (2) levy assessments in Fiscal Year 2024-25 on each lot or parcel lying within the proposed annexation territories based on land use categories that designate usage units on the basis of benefits received; and (3) approve the exchange of property tax revenue between CLMD 1687 and other nonexempt taxing entities whose service areas are subject to the jurisdictional changes.

The proposed annexations, levy of assessments, and exchange of property tax revenues are required to provide the necessary funding for the operation and maintenance of the existing streetlights associated with Tract Nos. 83168 and 72680. The proposed assessment rates for the two subdivision developments will be an annual assessment of \$5 per single-family residence within the unincorporated zone.

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

The County Strategic Plan directs the provisions of Strategy II.2, Support the Wellness of our Communities and Strategy III.3, Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability. Annexation of territories to the CLD will allow for the installation of streetlights and continued operation of existing streetlights in these communities and provide funding for their operation and maintenance. Maintaining lighting services provides for the convenience and safety of the motoring public, as well



as the safety and security of people and property, which improves the quality of life in the County.

### **FISCAL IMPACT/FINANCING**

The annual costs for operation and maintenance of the streetlights within the annexed territories is currently paid by the CLD. Since both Tract Nos. 83168 and 72680 will receive lighting benefit from existing streetlights, they are being annexed into the CLDs to collect revenues for cost sharing. Sufficient funding will be included in the CLMD 1687 (Fund F46) Fiscal Year 2024-25 Budget to cover the operation and maintenance costs of the streetlights.

In subsequent years, the ongoing operation and maintenance costs within the annexed territories will be funded by the CLMDs share of ad valorem property taxes supplemented by assessments annually approved by the Board from property owners within these annexed territories. Adoption of the Joint Resolutions will result in a minimal property tax growth transfer from the affected taxing entities, including those taxing entities governed by the Board: The County General Fund, the County of Los Angeles Public Library, Los Angeles County Road Maintenance Districts 1 and 5, Los Angeles County Flood Control Drainage Improvement Maintenance District, Los Angeles County Flood Control District, and the Consolidated Fire Protection District of Los Angeles County.

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

The County Code and applicable subdivision, planning, and zoning ordinances require the installation of a street lighting system by a subdivider as a condition of development. The two subdivision developments must comply with the terms of these ordinances and provide street lighting as a condition of development. The purpose of the recommended action is to annex the territories into the CLDs to comply with these ordinances and the California Streets and Highways Code Sections 5821.3 and 22608.2.

The LLA of 1972 (California Streets and Highways Code Section 22573) provides for the assessment of street lighting costs against the benefited properties within CLD LLA-1 by any formula or method that fairly distributes the costs among all assessable lots or parcels in proportion to the estimated benefits to be received by each lot or parcel. A method of distributing the street lighting costs based on land use was approved by the Board on May 22, 1979, and amended on July 22, 1997, to include government-owned or -leased parcels. The same distribution method was used to compute the Fiscal Year 2022-23 base assessment rates for each zone within CLD LLA-1 as shown in the Fiscal Year 2022-23 Annual Engineer's Report on file with Public Works.



The procedures for levying of assessments previously authorized by the Board under California Government Code Section 53753, including the distribution, receipt, and tabulation of ballots at a public hearing are required and will be followed for each subdivision annexation project. The assessments are subject to the results of ballot tabulation at the conclusion of the public hearing. Failure to annex a territory, levy assessments, and collect property tax revenues will result in the inability to operate and maintain the streetlights as part of the County administered street lighting districts and will result in the final subdivision map not being allowed to record with the Office of the Register-Recorder/County Clerk. The assessments will not be levied if the weighted majority of ballots returned are opposed to the assessment.

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

The California Revenue and Taxation Code Section 99 et seq. provides that affected agencies must approve and accept the negotiated exchange of property tax revenues by resolution. The Joint Resolutions approving and accepting the negotiated exchange of property tax revenues have been approved by all other nonexempt taxing agencies and are enclosed for your consideration (Enclosure C).

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

#### **ENVIRONMENTAL DOCUMENTATION**

The proposed project is exempt from CEQA. Adoption of the proposed resolution annexing territories to CLMD 1687 and CLD LLA-1, Unincorporated Zone, will provide the necessary funding for the operation and maintenance of streetlights for the purpose of meeting operating expenses and is exempt from CEQA pursuant to Section 21080(b)(8)

The Honorable Board of Supervisors  
November 1, 2022  
Page 6

of the California Public Resource Code and Section 15273(a) of the State CEQA Guidelines and based upon the written findings incorporated in the record setting forth the basis of the exemption with specificity.

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

The annexation of territories to the CLD will result in street lighting for these territories and will have no impact on other services or projects.

**CONCLUSION**

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

Respectfully submitted,

MARK PESTRELLA, PE  
Director of Public Works

MP:EK:dj

Enclosures

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

**COUNTY OF LOS ANGELES  
BOARD OF SUPERVISORS  
RESOLUTION OF INTENTION TO ANNEX APPROVED TENTATIVE  
SUBDIVISION TERRITORIES TO COUNTY LIGHTING MAINTENANCE DISTRICT  
1687 AND COUNTY LIGHTING DISTRICT LANDSCAPING AND LIGHTING ACT-1,  
UNINCORPORATED ZONE, AND ORDER THE LEVYING OF ASSESSMENTS  
WITHIN THE ANNEXED TERRITORIES FOR  
FISCAL YEAR 2024-25**

WHEREAS, the Board of Supervisors of the County of Los Angeles (Board of Supervisors) established County Lighting Maintenance District 1687 under the Improvement Act of 1911 (California Streets and Highways Code Section 5000 et seq.), to fund the installation, operation, and maintenance of street lighting systems within its boundaries; and

WHEREAS, the Board of Supervisors subsequently approved the formation of County Lighting District Landscaping and Lighting Act-1 (LLA-1), under the Landscaping and Lighting Act of 1972 (California Streets and Highways Code Section 22500 et seq.) to provide supplemental funds for the operation of streetlights within various County Lighting Maintenance Districts, including County Lighting Maintenance District 1687; and

WHEREAS, the Board of Supervisors adopted the Fiscal Year 2022-23 Annual Engineer's Report that shows estimated operating costs and recommended assessments for the Unincorporated Zone within County Lighting District LLA-1; and

WHEREAS, the Improvement Act of 1911 (California Streets and Highways Code Section 5821.3) provides that a territory owned by a subdivider may be annexed to an existing lighting district, without notice or hearing, in the event an ordinance requires installation of a street lighting system; and

WHEREAS, the Landscaping and Lighting Act of 1972 (California Streets and Highways Code Section 22608.2) provides that in the event an ordinance requires installation of improvements, such as a street lighting system by a subdivider, the territory may be annexed to an existing lighting district without notice and hearing or filing of an Engineer's Report, or both; and

WHEREAS, by the County Code, the subdivision developments are required to install a street lighting system, which may be accomplished by annexing to County Lighting Maintenance District 1687 and County Lighting District LLA-1, Unincorporated Zone (collectively, County Lighting Districts); and

WHEREAS, upon annexation to the County Lighting Districts, the annexed territories known as approved tentative subdivision Tract Nos. 83168 and 72680 located

in the unincorporated areas of Avocado Heights and Castaic, will become subject to new assessments; and

WHEREAS, California Government Code Section 53753 provides notice, protest, and hearing requirements applicable to the levying of new assessments, which supersede any other such statutory requirements.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Supervisors of the County of Los Angeles, State of California, that:

SECTION 1. The public interest and convenience require, and it is the intention of the Board of Supervisors to authorize, the annexation of the territories to County Lighting Maintenance District 1687, as applicable, pursuant to California Streets and Highways Code Section 5837.

SECTION 2. The public interest and convenience require, and it is the intention of the Board of Supervisors to authorize the annexation of the territories to County Lighting District LLA-1, Unincorporated Zone, pursuant to California Streets and Highways Code Section 22605.

SECTION 3. The public interest and convenience require, and it is the intention of the Board of Supervisors to authorize, the expense necessary for the operation, maintenance, repairs, replacement, electric current, care, supervision, and all other items necessary for proper operation and maintenance of proposed streetlights within the proposed annexation territories and located within the County Lighting Districts. The needed amounts shall be assessed, levied, and collected in Fiscal Year 2024-25 upon each lot or parcel of land lying within the annexed territory based on land use categories that designate usage units on the basis of benefits received, as defined in the Assessor's report dated May 22, 1979, and amended on July 22, 1997, to include government-owned or -leased parcels, and which should be assessed to pay the expenses of the operation and maintenance of said improvements. The base assessment rates for a single-family residence, along with proportional increases for other land uses, are shown in the Fiscal Year 2022-23 Annual Engineer's Report for each zone within County Lighting District LLA-1. The same annual base assessment rate established for the Unincorporated Zone are proposed for all benefited properties within the proposed annexation territories.

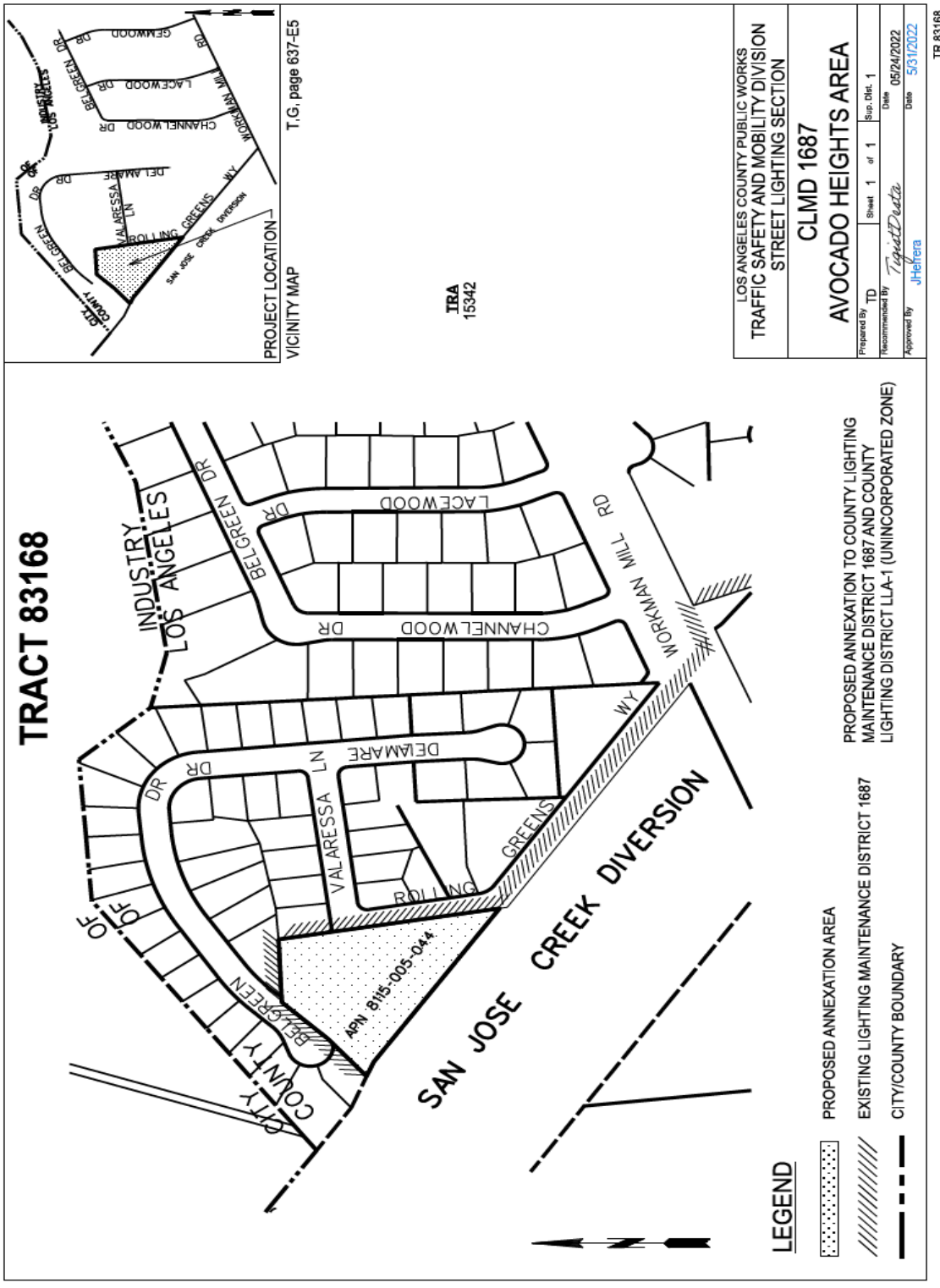
SECTION 4. The boundary of the territories proposed to be annexed are shown on the attached diagrams.

SECTION 5. The proposed assessments are subject to approval by the affected property owners. A ballot and public hearing notice will be sent to the property owners within the territories proposed for annexation at least 45 days prior to the date of the public hearing. The ballots will be weighted by the amount of assessment to be paid by each property owner. A territory will not be annexed, and the proposed assessment will be

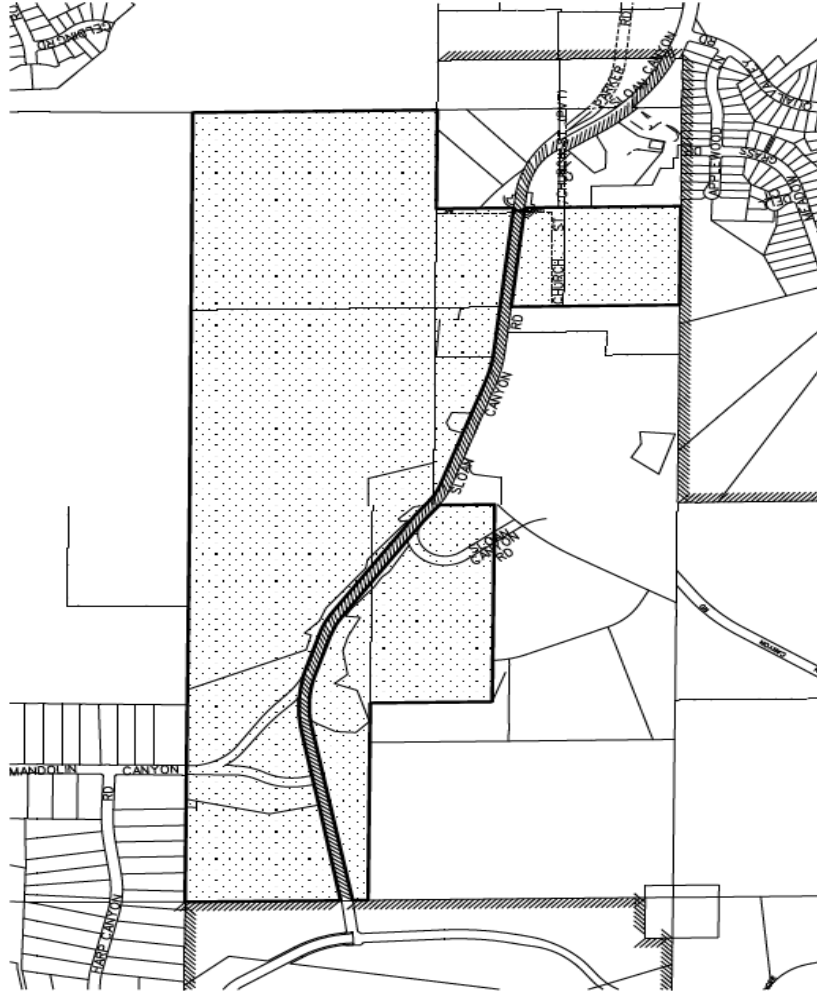
SECTION 6. The amounts to be assessed for the expense of such operation and maintenance of the work or improvements described above shall be levied and collected in the same manner and by the same officers as taxes for County purposes.

SECTION 8. Tuesday, \_\_\_\_\_, at 9:30 a.m., is the day and hour of the public hearing, at the Chambers of the Board of Supervisors of the County of Los Angeles, in Room 381B of the Kenneth Hahn Hall of Administration, 500 West Temple Street (corner of Temple Street and Grand Avenue), Los Angeles, California 90012, the place fixed by said Board of Supervisors when and where any and all interested persons may hear the proposal and be heard regarding the proposed street lighting assessments in the territories proposed for annexation to County Lighting District LLA-1, Unincorporated Zone.

Page 3 of 6



# TRACT 72680



## LEGEND

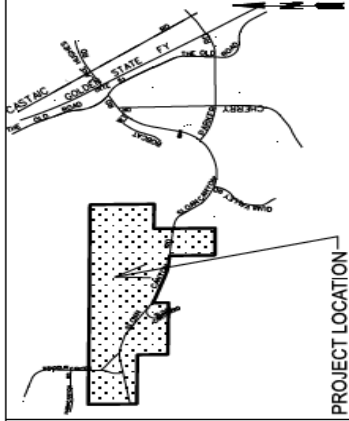
PROPOSED ANNEXATION AREA



EXISTING LIGHTING MAINTENANCE DISTRICT 1687



PROPOSED ANNEXATION TO COUNTY LIGHTING  
MAINTENANCE DISTRICT 1687 AND COUNTY  
LIGHTING DISTRICT LLA-1 (UNINCORPORATED ZONE)



PROJECT LOCATION

VICINITY MAP T.G. page 4369-D6,E6,E7, & F6

TRA	APN
10701	2865-018-033
2640	2865-018-034
	2865-023-006
	2865-023-007
	2865-023-019
	2865-023-021
	3247-026-056
	3247-026-062

LOS ANGELES COUNTY PUBLIC WORKS  
TRAFFIC SAFETY AND MOBILITY DIVISION  
STREET LIGHTING SECTION

CLMD 1687

CASTAIC AREA

Prepared By	TD	Sheet	1	of	1	Sup. Dist	5
Recommended By	<i>Tigist Desta</i>	Date	6/14/2022				
Approved By	<i>Jherera</i>	Date	6/21/2022				

TR 72680

The foregoing resolution was adopted on the \_\_\_\_\_ day of \_\_\_\_\_, 2022, by the Board of Supervisors of the County of Los Angeles and ex-officio the governing body of all other special assessment and taxing district, agencies, and authorities for which said Board so acts.

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

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

APPROVED AS TO FORM:

DAWYN R. HARRISON  
Acting County Counsel

By Talin Halabi  
Deputy



**COUNTY OF LOS ANGELES  
BOARD OF SUPERVISORS  
RESOLUTION ORDERING ANNEXATION OF APPROVED TENTATIVE  
SUBDIVISION TERRITORIES TO COUNTY LIGHTING MAINTENANCE DISTRICT  
1687 AND COUNTY LIGHTING DISTRICT LANDSCAPING AND LIGHTING ACT-1,  
UNINCORPORATED ZONE, AND ORDER THE LEVYING OF ASSESSMENTS  
WITHIN THE ANNEXED TERRITORIES FOR  
FISCAL YEAR 2024-25**

WHEREAS, the Board of Supervisors of the County of Los Angeles on \_\_\_\_\_, adopted a Resolution of Intention to Annex Tentative Subdivision Territories to County Lighting Maintenance District 1687 and County Lighting District Landscaping and Lighting Act-1, Unincorporated Zone (collectively, County Lighting Districts), and Order the Levying of Assessments within the Annexed Territories for Fiscal Year 2024-25 to provide funds for the operation of streetlights in the annexed territories pursuant to provisions of the Improvement Act of 1911 and the Landscaping and Lighting Act of 1972; and

WHEREAS, the Executive Officer of the Board caused the notice of public hearing to be mailed to all property owners within the territory subject to the proposed annexation and levying of assessments at least 45 days prior to the date set for public hearing; and

WHEREAS, the Executive Officer of the Board caused the notice of public hearing to be mailed to all property owners within the territories subject to the proposed annexation and levying of assessments at least 45 days prior to the date set for public hearing; and

WHEREAS, the Los Angeles County Public Works mailed assessment ballots and notices to all property owners of identified parcels within each territory proposed for annexation, pursuant to California Government Code Section 53753, to indicate support of or opposition to the matter of an assessment; and

WHEREAS, said Board of Supervisors has heard all testimony and evidence with regard to the annexation and levying of assessments, has tabulated the returned assessment ballots concerning the proposed assessments for the subdivision territories shown in Appendix A, and has made a determination on whether a majority protest exists.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Supervisors of the County of Los Angeles that:

SECTION 1. The Board of Supervisors hereby finds that the public interest and convenience require the operation and maintenance of the street lighting improvements within the territories proposed for annexation to the County Lighting Districts, provided that no majority protest exists within a proposed annexation territory.

SECTION 2. The Board of Supervisors hereby orders the annexation of subdivision territories listed in Appendix A to the County Lighting Districts, with the exception where a majority protest exists.

SECTION 3. The Board of Supervisors hereby determines that the territories identified will be benefited by the annexation to the County Lighting Districts, and hereby authorizes the boundary of said County Lighting Districts be altered to include said benefited territories.

SECTION 4. The County Lighting Districts assessments and diagrams, as set forth in Sections 3 and 4 of the Resolution of Intention, are hereby approved, confirmed, and adopted by the Board for all parcels of land within the annexed territories, as proposed or as modified by the Board.

SECTION 5. The adoption of this resolution constitutes the levying of assessments for all lots and parcels within the areas annexed to County Lighting District Landscaping and Lighting Act-1, Unincorporated Zone, for the fiscal year commencing July 1, 2024, and ending June 30, 2025.

SECTION 6. The amounts to be assessed for the expense of the operation and maintenance of streetlights, shall be levied and collected in the same manner and by the same officers as taxes for County purposes and shall be disbursed and expended for operation, maintenance, and service of said County Lighting Districts, all as described in the Resolution of Intention.

SECTION 7. The Executive Officer of the Board is hereby authorized and directed to file a certified copy of this resolution upon their adoption with the Assessor, Ownership Services Section (Attention Sonia Carter Baltazar) and with the Auditor-Controller, Tax Division (Attention Grace Kinoshita).

SECTION 8. Notwithstanding the foregoing, the above annexation of the subdivision territories listed in Appendix A to the County Lighting Districts, is conditioned upon, and shall not become effective unless the legal description for an annexed territory is approved as to definiteness and certainty by the Assessor, and when legally required, the final subdivision map is approved and recorded with Registrar-Recorder/County Clerk.

**APPENDIX A**

**PROPOSED ANNEXATION OF  
APPROVED SUBDIVISION TERRITORIES  
AND LEVYING OF ASSESSMENTS  
LOS ANGELES COUNTY PUBLIC WORKS**

Subdivision	LLA-1 Zone	CLMD	Sup Dist	County Area or City	Location	Majority Protest (Yes or No)
Tract 83168	Unincorporated Zone	1687	1	Avocado Heights	Rowling Green Way/West of Workman Mill Road	
Tract 72680	Unincorporated Zone	1687	5	Castaic	Sloan Canyon Road/West of Qual Valley Road	

The foregoing resolution was adopted on the \_\_\_\_\_ day of \_\_\_\_\_, 2022, by the Board of Supervisors of the County of Los Angeles and ex-officio the governing body of all other special assessment and taxing district, agencies, and authorities for which said Board so acts.

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

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

APPROVED AS TO FORM:

DAWYN R. HARRISON  
Acting County Counsel

By Talin Halabi  
Deputy

**JOINT RESOLUTION OF  
THE BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES,  
THE BOARD OF TRUSTEES OF THE GREATER LOS ANGELES COUNTY VECTOR  
CONTROL DISTRICT, THE BOARD OF DIRECTORS OF THE COUNTY SANITATION  
DISTRICT NO. 15 OF LOS ANGELES COUNTY, AND THE BOARD OF DIRECTORS  
OF THE UPPER SAN GABRIEL VALLEY MUNICIPAL WATER DISTRICT  
APPROVING AND ACCEPTING THE NEGOTIATED EXCHANGE OF  
PROPERTY TAX REVENUES RESULTING FROM  
ANNEXATION OF TRACT 83168  
TO COUNTY LIGHTING MAINTENANCE DISTRICT 1687**

WHEREAS, pursuant to Section 99.01 of the California Revenue and Taxation Code, prior to the effective date of any jurisdictional change that will result in a special district providing one or more services to an area where those services have not previously been provided by any local agency, the special district and each local agency that receives an apportionment of property tax revenue from the area must negotiate an exchange of property tax increment generated in the area subject to the jurisdictional change and attributable to those local agencies; and

WHEREAS, the Board of Supervisors of the County of Los Angeles, acting on behalf of the County Lighting Maintenance District (CLMD) 1687, Los Angeles County General Fund, Los Angeles County Public Library, Los Angeles County Road District 1, the Consolidated Fire Protection District of Los Angeles County, Los Angeles County Flood Control Drainage Improvement Maintenance District, and Los Angeles County Flood Control District; the Board of Trustees of the Greater Los Angeles County Vector Control District; the Board of Directors of the County Sanitation District No. 15 of Los Angeles County; and the Board of Directors of the Upper San Gabriel Valley Municipal Water District have determined that the amount of property tax revenue to be exchanged between their respective agencies as a result of the annexation proposal identified as Tract 83168 to CLMD 1687 is as shown on the attached Property Tax Transfer Resolution Worksheet.

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NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. The negotiated exchange of property tax revenues between the CLMD 1687, Los Angeles County General Fund, Los Angeles County Public Library, Los Angeles County Road District 1, the Consolidated Fire Protection District of Los Angeles County, Los Angeles County Flood Control Drainage Improvement Maintenance District, Los Angeles County Flood Control District, the Greater Los Angeles County Vector Control District, the County Sanitation District No. 15 of Los Angeles County, and the Upper San Gabriel Valley Municipal Water District resulting from the annexation of Tract 83168 to CLMD 1687 is approved and accepted.

2. For fiscal years commencing on or after July 1, 2023, or the July 1 after the effective date of this jurisdictional change, whichever is later, the property tax revenue increment generated from the area within Tract 83168, Tax Rate Area 15342, shall be allocated to the affected agencies as indicated on the Property Tax Transfer Resolution Worksheet.

3. No transfer of property tax revenues other than those specified in Paragraph 2 shall be made as a result of the annexation of Tract 83168.

4. If at any time after the effective date of this resolution, the calculations used herein to determine initial property tax transfers or the data used to perform those calculations are found to be incorrect, thus, producing an improper or inaccurate property tax transfer, the property tax transfer shall be recalculated and the corrected transfer shall be implemented for the next fiscal year.

PASSED, APPROVED, AND ADOPTED this 14th day of July 2022, by the following vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

GREATER LOS ANGELES COUNTY  
VECTOR CONTROL DISTRICT

By

  
President, Board of Trustees

ATTEST:

  
Secretary

7/4/22  
Date

**JOINT RESOLUTION OF  
THE BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES,  
THE BOARD OF TRUSTEES OF THE GREATER LOS ANGELES COUNTY VECTOR  
CONTROL DISTRICT, THE BOARD OF DIRECTORS OF THE COUNTY SANITATION  
DISTRICT NO. 15 OF LOS ANGELES COUNTY, AND THE BOARD OF DIRECTORS  
OF THE UPPER SAN GABRIEL VALLEY MUNICIPAL WATER DISTRICT  
APPROVING AND ACCEPTING THE NEGOTIATED EXCHANGE OF  
PROPERTY TAX REVENUES RESULTING FROM  
ANNEXATION OF TRACT 83168  
TO COUNTY LIGHTING MAINTENANCE DISTRICT 1687**

WHEREAS, pursuant to Section 99.01 of the California Revenue and Taxation Code, prior to the effective date of any jurisdictional change that will result in a special district providing one or more services to an area where those services have not previously been provided by any local agency, the special district and each local agency that receives an apportionment of property tax revenue from the area must negotiate an exchange of property tax increment generated in the area subject to the jurisdictional change and attributable to those local agencies; and

WHEREAS, the Board of Supervisors of the County of Los Angeles, acting on behalf of the County Lighting Maintenance District (CLMD) 1687, Los Angeles County General Fund, Los Angeles County Public Library, Los Angeles County Road District 1, the Consolidated Fire Protection District of Los Angeles County, Los Angeles County Flood Control Drainage Improvement Maintenance District, and Los Angeles County Flood Control District; the Board of Trustees of the Greater Los Angeles County Vector Control District; the Board of Directors of the County Sanitation District No. 15 of Los Angeles County; and the Board of Directors of the Upper San Gabriel Valley Municipal Water District have determined that the amount of property tax revenue to be exchanged between their respective agencies as a result of the annexation proposal identified as Tract 83168 to CLMD 1687 is as shown on the attached Property Tax Transfer Resolution Worksheet.

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NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. The negotiated exchange of property tax revenues between the CLMD 1687, Los Angeles County General Fund, Los Angeles County Public Library, Los Angeles County Road District 1, the Consolidated Fire Protection District of Los Angeles County, Los Angeles County Flood Control Drainage Improvement Maintenance District, Los Angeles County Flood Control District, the Greater Los Angeles County Vector Control District, the County Sanitation District No. 15 of Los Angeles County, and the Upper San Gabriel Valley Municipal Water District resulting from the annexation Tract 83168 to CLMD 1687 is approved and accepted.

2. For fiscal years commencing on or after July 1, 2023, or the July 1 after the effective date of this jurisdictional change, whichever is later, the property tax revenue increment generated from the area within as Tract 83168, Tax Rate Area 15342, shall be allocated to the affected agencies as indicated on the Property Tax Transfer Resolution Worksheet.

3. No transfer of property tax revenues other than those specified in Paragraph 2 shall be made as a result of the annexation of as Tract 83168.

4. If at any time after the effective date of this resolution, the calculations used herein to determine initial property tax transfers or the data used to perform those calculations are found to be incorrect, thus, producing an improper or inaccurate property tax transfer, the property tax transfer shall be recalculated and the corrected transfer shall be implemented for the next fiscal year.

PASSED, APPROVED, AND ADOPTED this 27th day of July 2022, by the following vote:

AYES: Sixteen (16)  
NOES: None  
ABSTAIN: None  
ABSENT: Five (5)

COUNTY SANITATION DISTRICT NO. 15  
OF LOS ANGELES COUNTY

By Richard Barakat  
Chairperson, Board of Directors

ATTEST:  
Kimberly A. Christensen  
Secretary

July 27, 2022  
Date



**JOINT RESOLUTION OF  
THE BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES,  
THE BOARD OF TRUSTEES OF THE GREATER LOS ANGELES COUNTY VECTOR  
CONTROL DISTRICT, THE BOARD OF DIRECTORS OF THE COUNTY SANITATION  
DISTRICT NO. 15 OF LOS ANGELES COUNTY, AND THE BOARD OF DIRECTORS  
OF THE UPPER SAN GABRIEL VALLEY MUNICIPAL WATER DISTRICT  
APPROVING AND ACCEPTING THE NEGOTIATED EXCHANGE OF  
PROPERTY TAX REVENUES RESULTING FROM  
ANNEXATION OF TRACT 83168  
TO COUNTY LIGHTING MAINTENANCE DISTRICT 1687**

WHEREAS, pursuant to Section 99.01 of the California Revenue and Taxation Code, prior to the effective date of any jurisdictional change that will result in a special district providing one or more services to an area where those services have not previously been provided by any local agency, the special district and each local agency that receives an apportionment of property tax revenue from the area must negotiate an exchange of property tax increment generated in the area subject to the jurisdictional change and attributable to those local agencies; and

WHEREAS, the Board of Supervisors of the County of Los Angeles, acting on behalf of the County Lighting Maintenance District (CLMD) 1687, Los Angeles County General Fund, Los Angeles County Public Library, Los Angeles County Road District 1, the Consolidated Fire Protection District of Los Angeles County, Los Angeles County Flood Control Drainage Improvement Maintenance District, and Los Angeles County Flood Control District; the Board of Trustees of the Greater Los Angeles County Vector Control District; the Board of Directors of the County Sanitation District No. 15 of Los Angeles County; and the Board of Directors of the Upper San Gabriel Valley Municipal Water District have determined that the amount of property tax revenue to be exchanged between their respective agencies as a result of the annexation proposal identified as Tract 83168 to CLMD 1687 is as shown on the attached Property Tax Transfer Resolution Worksheet.

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NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. The negotiated exchange of property tax revenues between the CLMD 1687, Los Angeles County General Fund, Los Angeles County Public Library, Los Angeles County Road District 1, the Consolidated Fire Protection District of Los Angeles County, Los Angeles County Flood Control Drainage Improvement Maintenance District, Los Angeles County Flood Control District, the Greater Los Angeles County Vector Control District, the County Sanitation District No. 15 of Los Angeles County, and the Upper San Gabriel Valley Municipal Water District resulting from the annexation Tract 83168 to CLMD 1687 is approved and accepted.

2. For fiscal years commencing on or after July 1, 2023, or the July 1 after the effective date of this jurisdictional change, whichever is later, the property tax revenue increment generated from the area within as Tract 83168, Tax Rate Area 15342, shall be allocated to the affected agencies as indicated on the Property Tax Transfer Resolution Worksheet.

3. No transfer of property tax revenues other than those specified in Paragraph 2 shall be made as a result of the annexation of as Tract 83168.

4. If at any time after the effective date of this resolution, the calculations used herein to determine initial property tax transfers or the data used to perform those calculations are found to be incorrect, thus, producing an improper or inaccurate property tax transfer, the property tax transfer shall be recalculated and the corrected transfer shall be implemented for the next fiscal year.

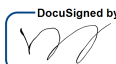
PASSED, APPROVED, AND ADOPTED this 10 day of August 2022, by the following vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

UPPER SAN GABRIEL VALLEY  
MUNICIPAL WATER DISTRICT

By   
President, Board of Directors

ATTEST:

  
Secretary

8/17/2022

Date

ANNEXATION TO: CO LIGHTING MAINT DIST NO 1687  
 ACCOUNT NUMBER: 019.40  
 TRA: 15342  
 EFFECTIVE DATE: 07/01/2022  
 ANNEXATION NUMBER: TR 83168 PROJECT NAME: TRACT 83168  
 DISTRICT SHARE: 0.021359188

ACCOUNT #	TAXING AGENCY	CURRENT TAX SHARE	PERCENT	PROPOSED DIST SHARE	ALLOCATED SHARE	ADJUSTMENTS	NET SHARE
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001.05	LOS ANGELES COUNTY GENERAL	0.315338726	31.5351 %	0.021359188	0.006735391	-0.006894270	0.308444456
001.20	L.A. COUNTY ACCUM CAP OUTLAY	0.000115488	0.0115 %	0.021359188	0.000002466	0.000000000	0.000115488
003.01	L A COUNTY LIBRARY	0.023215893	2.3215 %	0.021359188	0.000495872	-0.000495872	0.022720021
005.05	ROAD DIST # 1	0.005796242	0.5796 %	0.021359188	0.000123803	-0.000123803	0.005672439
007.30	CONSOL. FIRE PRO.DIST.OF L.A.CO.	0.174083460	17.4083 %	0.021359188	0.003718281	-0.003718281	0.170365179
007.31	L A C FIRE-FFW	0.007323007	0.7323 %	0.021359188	0.000156413	0.000000000	0.007323007
030.10	L.A.CO.FL.CON.DR.IMP.DIST.MAINT.	0.001726986	0.1726 %	0.021359188	0.000036887	-0.000036887	0.001690099
030.70	LA CO FLOOD CONTROL MAINT	0.009767683	0.9767 %	0.021359188	0.000208629	-0.000208629	0.009559054
061.80	GREATER L A CO VECTOR CONTROL	0.000370983	0.0370 %	0.021359188	0.000007923	-0.000007923	0.000363060
066.50	CO SANIT DIST NO 15 OPERATING	0.005898739	0.5898 %	0.021359188	0.000125992	-0.000125992	0.005772747
368.05	UPPER SAN GAB. VY. MUN. WATER	0.000566500	0.0566 %	0.021359188	0.000012099	-0.000012099	0.000554401
400.00	EDUCATIONAL REV AUGMENTATION FD	0.063932702	6.3932 %	0.021359188	0.001365550	EXEMPT	0.063932702
400.01	EDUCATIONAL AUG FD IMPOUND	0.131877650	13.1877 %	0.021359188	0.002816799	EXEMPT	0.131877650
400.15	COUNTY SCHOOL SERVICES	0.001421004	0.1421 %	0.021359188	0.000030351	EXEMPT	0.001421004
400.21	CHILDREN'S INSTIL TUITION FUND	0.002816901	0.2816 %	0.021359188	0.000060166	EXEMPT	0.002816901
695.01	WHITTIER CITY SCHOOL DISTRICT	0.088418568	8.8418 %	0.021359188	0.001888548	EXEMPT	0.088418568
695.06	CO.SCH.SERV.FD.- WHITTIER	0.000007532	0.0007 %	0.021359188	0.000000160	EXEMPT	0.000007532
695.07	DEV.CTR.HDCPD.MINOR-WHITTIER	0.000037659	0.0037 %	0.021359188	0.000000804	EXEMPT	0.000037659
789.02	WHITTIER UNION HIGH SCHOOL DIST	0.101802616	10.1802 %	0.021359188	0.002174421	EXEMPT	0.101802616

ANNEXATION NUMBER: TR 83168

PROJECT NAME: TRACT 83168

TRA: 15342

ACCOUNT #	TAXING AGENCY	CURRENT TAX SHARE	PERCENT	PROPOSED DIST SHARE	ALLOCATED SHARE	ADJUSTMENTS	NET SHARE
789.07	WHITTIER HIGH-ELEM SCHOOL FUND	0.043446060	4.3446 %	0.021359188	0.000927972	EXEMPT	0.043446060
789.08	DEV CTR HDCPD MINOR WHITTIER	0.000165700	0.0165 %	0.021359188	0.000003539	EXEMPT	0.000165700
816.04	RIO HONDO COMMUNITY COLLEGE DIST	0.021829731	2.1829 %	0.021359188	0.000466265	EXEMPT	0.021829731
816.20	RIO HONDO CHILDRENS CTR FUND	0.000040170	0.0040 %	0.021359188	0.000000857	EXEMPT	0.000040170
***019.40	CO LIGHTING MAINT DIST NO 1687	0.000000000	0.0000 %	0.021359188	0.000000000	0.000000000	0.011623756
TOTAL:		1.000000000	100.0000 %		0.021359188	-0.011623756	1.000000000

The foregoing resolution was adopted on the \_\_\_\_\_ day of \_\_\_\_\_, 2022, by the Board of Supervisors of the County of Los Angeles and ex-officio the governing body of all other special assessment and taxing district, agencies, and authorities for which said Board so acts.

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

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

APPROVED AS TO FORM:

DAWYN R. HARRISON  
Acting County Counsel

By Talin Halabi  
Deputy

**JOINT RESOLUTION OF  
THE BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES,  
THE BOARD OF DIRECTORS OF THE SANTA CLARITA VALLEY WATER AGENCY  
(CLWA) APPROVING AND ACCEPTING THE NEGOTIATED EXCHANGE OF  
PROPERTY TAX REVENUES RESULTING FROM ANNEXATION OF TRACT 72680  
TO COUNTY LIGHTING MAINTENANCE DISTRICT 1687**

WHEREAS, the Board of Supervisors of the County of Los Angeles, acting on behalf of the County Lighting Maintenance District (CLMD) 1687, Los Angeles County General Fund, Los Angeles County Public Library, Los Angeles County Road Maintenance District 5, the Consolidated Fire Protection District of Los Angeles County, Los Angeles County Flood Control Drainage Improvement Maintenance District, and Los Angeles County Flood Control District, Los Angeles County Water District No. 36; and the Board of Directors of the Santa Clarita Valley Water Agency (CLWA) have determined that the amount of property tax revenue to be exchanged between their respective agencies as a result of the annexation proposal identified as Tract 72680 to CLMD 1687 is as shown on the attached Property Tax Transfer Resolution Worksheet.

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NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. The negotiated exchange of property tax revenues between CLMD 1687, Los Angeles County General Fund, Los Angeles County Public Library, Los Angeles County Road District 5, the Consolidated Fire Protection District of Los Angeles County, Los Angeles County Flood Control Drainage Improvement Maintenance District, Los Angeles County Flood Control District, Los Angeles County Water District No. 36, and the Santa Clarita Valley Water Agency (CLWA) resulting from the annexation of Tract 72680 to County Lighting Maintenance District 1687 is approved and accepted.

2. For fiscal years commencing on or after July 1, 2023, or the July 1 after the effective date of this jurisdictional change, whichever is later, the property tax revenue increment generated from the area within Tract 72680, Tax Rate Area 02640, shall be allocated to the affected agencies as indicated on the Property Tax Transfer Resolution Worksheet.

3. No transfer of property tax revenues other than those specified in Paragraph 2 shall be made as a result of the annexation of Tract 72680.

4. If at any time after the effective date of this resolution, the calculations used herein to determine initial property tax transfers or the data used to perform those calculations are found to be incorrect, thus, producing an improper or inaccurate property tax transfer, the property tax transfer shall be recalculated and the corrected transfer shall be implemented for the next fiscal year

PASSED, APPROVED, AND ADOPTED this 21st day of June 2022,  
by the following vote:

Directors Armitage, Atkins, Braunstein, Cooper, Ford, Gladbach, Kelly, Martin,  
AYES: Orzechowski and Plambeck  
NOES: None  
ABSENT: Directors Colley and Gutzeit  
ABSTAIN: None

SANTA CLARITA VALLEY WATER AGENCY-CLWA

By   
President, Board of Directors

ATTEST:

  
Secretary

June 21, 2022

Date



ANNEXATION TO: CO LIGHTING MAINT DIST NO 1687  
 ACCOUNT NUMBER: 019.40  
 TRA: 02640  
 EFFECTIVE DATE: 07/01/2022  
 ANNEXATION NUMBER: TR 72680 PROJECT NAME: TRACT 72680  
 DISTRICT SHARE: 0.021359188

ACCOUNT #	TAXING AGENCY	CURRENT TAX SHARE	PERCENT	PROPOSED DIST SHARE	ALLOCATED SHARE	ADJUSTMENTS	NET SHARE
001.05	LOS ANGELES COUNTY GENERAL	0.228036057	22.8047 %	0.021359188	0.004870673	-0.004985393	0.223050664
001.20	L.A. COUNTY ACCUM CAP OUTLAY	0.000132171	0.0132 %	0.021359188	0.000002823	0.000000000	0.000132171
003.01	L A COUNTY LIBRARY	0.027984885	2.7984 %	0.021359188	0.000597734	-0.000597734	0.027387151
005.25	ROAD DIST # 5	0.007285276	0.7285 %	0.021359188	0.000155607	-0.000155607	0.007129669
007.30	CONSOL. FIRE PRO.DIST.OF L.A.CO.	0.185810671	18.5810 %	0.021359188	0.003968765	-0.003968765	0.181841906
007.31	L A C FIRE-PFW	0.005238842	0.5238 %	0.021359188	0.000111897	0.000000000	0.005238842
030.10	L.A.CO.FL.CON.DR.IMP.DIST.MAINT.	0.002160417	0.2160 %	0.021359188	0.000046144	-0.000046144	0.002114273
030.70	LA CO FLOOD CONTROL MAINT	0.012226457	1.2226 %	0.021359188	0.000261147	-0.000261147	0.011965310
051.70	L A CO WATER WKS NO 36 CAP OUT	0.007731987	0.7731 %	0.021359188	0.000165148	-0.000165148	0.007566839
068.05	ANTELOPE VY RESOURCE CONSER DIST	0.000000000	0.0000 %	0.021359188	0.000000000	0.000000000	0.000000000
302.01	SANTA CLARITA VALLEY WATER-CLWA	0.066319379	6.6319 %	0.021359188	0.001416528	-0.001416528	0.064902851
400.00	EDUCATIONAL REV AUGMENTATION FD	0.051205152	5.1205 %	0.021359188	0.001093700	EXEMPT	0.051205152
400.01	EDUCATIONAL AUG FD IMPOUND	0.131877650	13.1877 %	0.021359188	0.002816799	EXEMPT	0.131877650
400.15	COUNTY SCHOOL SERVICES	0.001638656	0.1638 %	0.021359188	0.000035000	EXEMPT	0.001638656
400.21	CHILDREN'S INSTIL TUITION FUND	0.003252024	0.3252 %	0.021359188	0.000069460	EXEMPT	0.003252024
440.01	CASTAIC UNION SCHOOL DISTRICT	0.068486047	6.8486 %	0.021359188	0.001462806	EXEMPT	0.068486047
440.06	CO.SCH.SERV.FD.- CASTAIC UNION	0.013338863	1.3338 %	0.021359188	0.000284907	EXEMPT	0.013338863
440.07	DEV.CTR. HDCPD.MINOR-CASTAIC	0.001168975	0.1168 %	0.021359188	0.000024968	EXEMPT	0.001168975
757.02	HART WILLIAM S UNION HIGH	0.093539615	9.3539 %	0.021359188	0.001997930	EXEMPT	0.093539615



ANNEXATION NUMBER: TR 72680

PROJECT NAME: TRACT 72680

TRA: 02640

ACCOUNT #	TAXING AGENCY	CURRENT TAX SHARE	PERCENT	PROPOSED DIST SHARE	ALLOCATED SHARE	ADJUSTMENTS	NET SHARE
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757.06	CO.SCH.SERV.FD.- HART,WILLIAM S.	0.000389771	0.0389 %	0.021359188	0.000008325	EXEMPT	0.000389771
757.07	HART,WILLIAM S.-ELEM SCHOOL FUND	0.049217677	4.9217 %	0.021359188	0.001051249	EXEMPT	0.049217677
814.04	SANTA CLARITA COMMUNITY COLLEGE	0.042959428	4.2959 %	0.021359188	0.000917578	EXEMPT	0.042959428
***019.40	CO LIGHTING MAINT DIST NO 1687	0.000000000	0.0000 %	0.021359188	0.000000000	0.000000000	0.011596466
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	TOTAL:	1.000000000	100.0000 %		0.021359188	-0.011596466	1.000000000

**JOINT RESOLUTION OF  
THE BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES,  
THE BOARD OF TRUSTEES OF THE GREATER LOS ANGELES COUNTY VECTOR  
CONTROL DISTRICT AND THE BOARD OF DIRECTORS OF THE SANTA CLARITA  
VALLEY WATER AGENCY (CLWA, NCW, AND NCW01) APPROVING AND  
ACCEPTING THE NEGOTIATED EXCHANGE OF PROPERTY TAX REVENUES  
RESULTING FROM ANNEXATION OF TRACT 72680  
TO COUNTY LIGHTING MAINTENANCE DISTRICT 1687**

WHEREAS, pursuant to Section 99.01 of the California Revenue and Taxation Code, prior to the effective date of any jurisdictional change that will result in a special district providing one or more services to an area where those services have not previously been provided by any local agency, the special district and each local agency that receives an apportionment of property tax revenue from the area must negotiate an exchange of property tax increment generated in the area subject to the jurisdictional change and attributable to those local agencies; and

WHEREAS, the Board of Supervisors of the County of Los Angeles, acting on behalf of the County Lighting Maintenance District (CLMD) 1687, Los Angeles County General Fund, Los Angeles County Public Library, Los Angeles County Road Maintenance District 5, the Consolidated Fire Protection District of Los Angeles County, Los Angeles County Flood Control Drainage Improvement Maintenance District, and Los Angeles County Flood Control District; the Board of Trustees of the Greater Los Angeles County Vector Control District; and the Board of Directors of the Santa Clarita Valley Water Agency (CLWA, NCW, and NCW01) have determined that the amount of property tax revenue to be exchanged between their respective agencies as a result of the annexation proposal identified as Tract 72680 to CLMD 1687 is as shown on the attached Property Tax Transfer Resolution Worksheet.

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NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. The negotiated exchange of property tax revenues between CLMD 1687, Los Angeles County General Fund, Los Angeles County Public Library, Los Angeles County Road District 5, the Consolidated Fire Protection District of Los Angeles County, Los Angeles County Flood Control Drainage Improvement Maintenance District, Los Angeles County Flood Control District, the Greater Los Angeles County Vector Control District, and the Santa Clarita Valley Water Agency (CLWA, NCW, and NCW01) resulting from the annexation of Tract 72680 to County Lighting Maintenance District 1687 is approved and accepted.

2. For fiscal years commencing on or after July 1, 2023, or the July 1 after the effective date of this jurisdictional change, whichever is later, the property tax revenue increment generated from the area within Tract 72680, Tax Rate Area 10701, shall be allocated to the affected agencies as indicated on the Property Tax Transfer Resolution Worksheet.

3. No transfer of property tax revenues other than those specified in Paragraph 2 shall be made as a result of the annexation of Tract 72680.

4. If at any time after the effective date of this resolution, the calculations used herein to determine initial property tax transfers or the data used to perform those calculations are found to be incorrect, thus, producing an improper or inaccurate property tax transfer, the property tax transfer shall be recalculated and the corrected transfer shall be implemented for the next fiscal year.

PASSED, APPROVED, AND ADOPTED this 14th day of July 2022,  
by the following vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

GREATER LOS ANGELES COUNTY  
VECTOR CONTROL DISTRICT

By   
President, Board of Trustees

ATTEST:

  
Secretary

7/14/2022  
Date

**RESOLUTION NO. SCV-281**

**JOINT RESOLUTION OF  
THE BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES,  
THE BOARD OF TRUSTEES OF THE GREATER LOS ANGELES COUNTY VECTOR  
CONTROL DISTRICT AND THE BOARD OF DIRECTORS OF THE SANTA CLARITA  
VALLEY WATER AGENCY (CLWA, NCW, AND NCW01) APPROVING AND  
ACCEPTING THE NEGOTIATED EXCHANGE OF PROPERTY TAX REVENUES  
RESULTING FROM ANNEXATION OF TRACT 72680  
TO COUNTY LIGHTING MAINTENANCE DISTRICT 1687**

WHEREAS, pursuant to Section 99.01 of the California Revenue and Taxation Code, prior to the effective date of any jurisdictional change that will result in a special district providing one or more services to an area where those services have not previously been provided by any local agency, the special district and each local agency that receives an apportionment of property tax revenue from the area must negotiate an exchange of property tax increment generated in the area subject to the jurisdictional change and attributable to those local agencies; and

WHEREAS, the Board of Supervisors of the County of Los Angeles, acting on behalf of the County Lighting Maintenance District (CLMD) 1687, Los Angeles County General Fund, Los Angeles County Public Library, Los Angeles County Road Maintenance District 5, the Consolidated Fire Protection District of Los Angeles County, Los Angeles County Flood Control Drainage Improvement Maintenance District, and Los Angeles County Flood Control District; the Board of Trustees of the Greater Los Angeles County Vector Control District; and the Board of Directors of the Santa Clarita Valley Water Agency (CLWA, NCW, and NCW01) have determined that the amount of property tax revenue to be exchanged between their respective agencies as a result of the annexation proposal identified as Tract 72680 to CLMD 1687 is as shown on the attached Property Tax Transfer Resolution Worksheet.

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NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. The negotiated exchange of property tax revenues between CLMD 1687, Los Angeles County General Fund, Los Angeles County Public Library, Los Angeles County Road District 5, the Consolidated Fire Protection District of Los Angeles County, Los Angeles County Flood Control Drainage Improvement Maintenance District, Los Angeles County Flood Control District, the Greater Los Angeles County Vector Control District, and the Santa Clarita Valley Water Agency (CLWA, NCW, and NCW01) resulting from the annexation of Tract 72680 to County Lighting Maintenance District 1687 is approved and accepted.

2. For fiscal years commencing on or after July 1, 2023, or the July 1 after the effective date of this jurisdictional change, whichever is later, the property tax revenue increment generated from the area within Tract 72680, Tax Rate Area 10701, shall be allocated to the affected agencies as indicated on the Property Tax Transfer Resolution Worksheet.

3. No transfer of property tax revenues other than those specified in Paragraph 2 shall be made as a result of the annexation of Tract 72680.

4. If at any time after the effective date of this resolution, the calculations used herein to determine initial property tax transfers or the data used to perform those calculations are found to be incorrect, thus, producing an improper or inaccurate property tax transfer, the property tax transfer shall be recalculated and the corrected transfer shall be implemented for the next fiscal year.

PASSED, APPROVED, AND ADOPTED this 21st day of June 2022, by the following vote:

Directors Armitage, Atkins, Braunstein, Cooper, Ford, Gladbach, Kelly, Martin,  
AYES: Orzechowski and Plambeck  
NOES: None  
ABSENT: Directors Colley and Gutzeit  
ABSTAIN: None

SANTA CLARITA VALLEY WATER AGENCY – CLWA

By   
President, Board of Directors

ATTEST:

  
Secretary

June 21, 2022

Date



**RESOLUTION NO. SCV-282**

**JOINT RESOLUTION OF  
THE BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES,  
THE BOARD OF TRUSTEES OF THE GREATER LOS ANGELES COUNTY VECTOR  
CONTROL DISTRICT AND THE BOARD OF DIRECTORS OF THE SANTA CLARITA  
VALLEY WATER AGENCY (CLWA, NCW, AND NCW01) APPROVING AND  
ACCEPTING THE NEGOTIATED EXCHANGE OF PROPERTY TAX REVENUES  
RESULTING FROM ANNEXATION OF TRACT 72680  
TO COUNTY LIGHTING MAINTENANCE DISTRICT 1687**

WHEREAS, pursuant to Section 99.01 of the California Revenue and Taxation Code, prior to the effective date of any jurisdictional change that will result in a special district providing one or more services to an area where those services have not previously been provided by any local agency, the special district and each local agency that receives an apportionment of property tax revenue from the area must negotiate an exchange of property tax increment generated in the area subject to the jurisdictional change and attributable to those local agencies; and

WHEREAS, the Board of Supervisors of the County of Los Angeles, acting on behalf of the County Lighting Maintenance District (CLMD) 1687, Los Angeles County General Fund, Los Angeles County Public Library, Los Angeles County Road Maintenance District 5, the Consolidated Fire Protection District of Los Angeles County, Los Angeles County Flood Control Drainage Improvement Maintenance District, and Los Angeles County Flood Control District; the Board of Trustees of the Greater Los Angeles County Vector Control District; and the Board of Directors of the Santa Clarita Valley Water Agency (CLWA, NCW, and NCW01) have determined that the amount of property tax revenue to be exchanged between their respective agencies as a result of the annexation proposal identified as Tract 72680 to CLMD 1687 is as shown on the attached Property Tax Transfer Resolution Worksheet.

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NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. The negotiated exchange of property tax revenues between CLMD 1687, Los Angeles County General Fund, Los Angeles County Public Library, Los Angeles County Road District 5, the Consolidated Fire Protection District of Los Angeles County, Los Angeles County Flood Control Drainage Improvement Maintenance District, Los Angeles County Flood Control District, the Greater Los Angeles County Vector Control District, and the Santa Clarita Valley Water Agency (CLWA, NCW, and NCW01) resulting from the annexation of Tract 72680 to County Lighting Maintenance District 1687 is approved and accepted.

2. For fiscal years commencing on or after July 1, 2023, or the July 1 after the effective date of this jurisdictional change, whichever is later, the property tax revenue increment generated from the area within Tract 72680, Tax Rate Area 10701, shall be allocated to the affected agencies as indicated on the Property Tax Transfer Resolution Worksheet.

3. No transfer of property tax revenues other than those specified in Paragraph 2 shall be made as a result of the annexation of Tract 72680.

4. If at any time after the effective date of this resolution, the calculations used herein to determine initial property tax transfers or the data used to perform those calculations are found to be incorrect, thus, producing an improper or inaccurate property tax transfer, the property tax transfer shall be recalculated and the corrected transfer shall be implemented for the next fiscal year.


PASSED, APPROVED, AND ADOPTED this 21st day of June 2022, by the following vote:

Directors Armitage, Atkins, Braunstein, Cooper, Ford, Gladbach, Kelly, Martin,  
AYES: Orzechowski and Plambeck  
NOES: None  
ABSENT: Directors Colley and Gutzeit  
ABSTAIN: None

SANTA CLARITA VALLEY WATER AGENCY- NCW

By   
President, Board of Directors

ATTEST:

  
Secretary  
June 21, 2022

Date



**RESOLUTION NO. SCV-283**

**JOINT RESOLUTION OF  
THE BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES,  
THE BOARD OF TRUSTEES OF THE GREATER LOS ANGELES COUNTY VECTOR  
CONTROL DISTRICT AND THE BOARD OF DIRECTORS OF THE SANTA CLARITA  
VALLEY WATER AGENCY (CLWA, NCW, AND NCW01) APPROVING AND  
ACCEPTING THE NEGOTIATED EXCHANGE OF PROPERTY TAX REVENUES  
RESULTING FROM ANNEXATION OF TRACT 72680  
TO COUNTY LIGHTING MAINTENANCE DISTRICT 1687**

WHEREAS, pursuant to Section 99.01 of the California Revenue and Taxation Code, prior to the effective date of any jurisdictional change that will result in a special district providing one or more services to an area where those services have not previously been provided by any local agency, the special district and each local agency that receives an apportionment of property tax revenue from the area must negotiate an exchange of property tax increment generated in the area subject to the jurisdictional change and attributable to those local agencies; and

WHEREAS, the Board of Supervisors of the County of Los Angeles, acting on behalf of the County Lighting Maintenance District (CLMD) 1687, Los Angeles County General Fund, Los Angeles County Public Library, Los Angeles County Road Maintenance District 5, the Consolidated Fire Protection District of Los Angeles County, Los Angeles County Flood Control Drainage Improvement Maintenance District, and Los Angeles County Flood Control District; the Board of Trustees of the Greater Los Angeles County Vector Control District; and the Board of Directors of the Santa Clarita Valley Water Agency (CLWA, NCW, and NCW01) have determined that the amount of property tax revenue to be exchanged between their respective agencies as a result of the annexation proposal identified as Tract 72680 to CLMD 1687 is as shown on the attached Property Tax Transfer Resolution Worksheet.

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NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. The negotiated exchange of property tax revenues between CLMD 1687, Los Angeles County General Fund, Los Angeles County Public Library, Los Angeles County Road District 5, the Consolidated Fire Protection District of Los Angeles County, Los Angeles County Flood Control Drainage Improvement Maintenance District, Los Angeles County Flood Control District, the Greater Los Angeles County Vector Control District, and the Santa Clarita Valley Water Agency (CLWA, NCW, and NCW01) resulting from the annexation of Tract 72680 to County Lighting Maintenance District 1687 is approved and accepted.

2. For fiscal years commencing on or after July 1, 2023, or the July 1 after the effective date of this jurisdictional change, whichever is later, the property tax revenue increment generated from the area within Tract 72680, Tax Rate Area 10701, shall be allocated to the affected agencies as indicated on the Property Tax Transfer Resolution Worksheet.

3. No transfer of property tax revenues other than those specified in Paragraph 2 shall be made as a result of the annexation of Tract 72680.

4. If at any time after the effective date of this resolution, the calculations used herein to determine initial property tax transfers or the data used to perform those calculations are found to be incorrect, thus, producing an improper or inaccurate property tax transfer, the property tax transfer shall be recalculated and the corrected transfer shall be implemented for the next fiscal year.

PASSED, APPROVED, AND ADOPTED this 21st day of June 2022, by the following vote:

Directors Armitage, Atkins, Braunstein, Cooper, Ford, Gladbach, Kelly, Martin,  
AYES: Orzechowski and Plambeck  
NOES: None  
ABSENT: Directors Colley and Gutzeit  
ABSTAIN: None

SANTA CLARITA VALLEY WATER AGENCY- NCW01

By   
President, Board of Directors

ATTEST:

  
Secretary

June 21, 2022

Date



ANNEXATION TO: CO LIGHTING MAINT DIST NO 1687  
 ACCOUNT NUMBER: 019.40  
 TRA: 10701  
 EFFECTIVE DATE: 07/01/2022  
 ANNEXATION NUMBER: TR 72680 PROJECT NAME: TRACT 72680  
 DISTRICT SHARE: 0.021359188

ACCOUNT #	TAXING AGENCY	CURRENT TAX SHARE	PERCENT	PROPOSED DIST SHARE	ALLOCATED SHARE	ADJUSTMENTS	NET SHARE
001.05	LOS ANGELES COUNTY GENERAL	0.188097545	18.8109 %	0.021359188	0.004017621	-0.004112575	0.183984970
001.20	L.A. COUNTY ACCUM CAP OUTLAY	0.000123116	0.0123 %	0.021359188	0.000002629	0.000000000	0.000123116
003.01	L A COUNTY LIBRARY	0.025666869	2.5666 %	0.021359188	0.000548223	-0.000548223	0.025118646
005.25	ROAD DIST # 5	0.006785392	0.6785 %	0.021359188	0.000144930	-0.000144930	0.006640462
007.30	CONSOL. FIRE PRO.DIST.OF L.A.CO.	0.185810671	18.5810 %	0.021359188	0.003968765	-0.003968765	0.181841906
007.31	L A C FIRE-FFW	0.004322519	0.4322 %	0.021359188	0.000092325	0.000000000	0.004322519
030.10	L.A.CO.FL.CON.DR.IMP.DIST.MAINT.	0.001947099	0.1947 %	0.021359188	0.000041588	-0.000041588	0.001905511
030.70	LA CO FLOOD CONTROL MAINT	0.011019301	1.1019 %	0.021359188	0.000235363	-0.000235363	0.010783938
061.80	GREATER L A CO VECTOR CONTROL	0.000322714	0.0322 %	0.021359188	0.000006892	-0.000006892	0.000315822
068.05	ANTELOPE VY RESOURCE CONSER DIST	0.000000000	0.0000 %	0.021359188	0.000000000	0.000000000	0.000000000
302.01	SANTA CLARITA VALLEY WATER-CLWA	0.061768645	6.1768 %	0.021359188	0.001319328	-0.001319328	0.060449317
309.01	SANTA CLARITA VALLEY WATER-NCW	0.001321829	0.1321 %	0.021359188	0.000028233	-0.000028233	0.001293596
309.04	STA CLRTA VALLEY WTR-NCW01	0.047537013	4.7537 %	0.021359188	0.001015351	-0.001015351	0.046521662
400.00	EDUCATIONAL REV AUGMENTATION FD	0.078208979	7.8208 %	0.021359188	0.001670480	EXEMPT	0.078208979
400.01	EDUCATIONAL AUG FD IMPOUND	0.131877650	13.1877 %	0.021359188	0.002816799	EXEMPT	0.131877650
400.15	COUNTY SCHOOL SERVICES	0.001526050	0.1526 %	0.021359188	0.000032595	EXEMPT	0.001526050
400.21	CHILDREN'S INSTIL TUITION FUND	0.003028754	0.3028 %	0.021359188	0.000064691	EXEMPT	0.003028754
440.01	CASTAIC UNION SCHOOL DISTRICT	0.063786668	6.3786 %	0.021359188	0.001362431	EXEMPT	0.063786668
440.06	CO.SCH.SERV.FD.- CASTAIC UNION	0.012423667	1.2423 %	0.021359188	0.000265359	EXEMPT	0.012423667

ANNEXATION NUMBER: TR 72680

PROJECT NAME: TRACT 72680

TRA: 10701

ACCOUNT #	TAXING AGENCY	CURRENT TAX SHARE	PERCENT	PROPOSED DIST SHARE	ALLOCATED SHARE	ADJUSTMENTS	NET SHARE
440.07	DEV.CTR. HDCPD.MINOR-CASTAIC	0.001088877	0.1088 %	0.021359188	0.000023257	EXEMPT	0.001088877
757.02	HART WILLIAM S UNION HIGH	0.087121221	8.7121 %	0.021359188	0.001860838	EXEMPT	0.087121221
757.06	CO.SCH.SERV.FD.- HART,WILLIAM S.	0.000363205	0.0363 %	0.021359188	0.000007757	EXEMPT	0.000363205
757.07	HART,WILLIAM S.-ELEM SCHOOL FUND	0.045840470	4.5840 %	0.021359188	0.000979115	EXEMPT	0.045840470
814.04	SANTA CLARITA COMMUNITY COLLEGE	0.040011746	4.0011 %	0.021359188	0.000854618	EXEMPT	0.040011746
***019.40	CO LIGHTING MAINT DIST NO 1687	0.000000000	0.0000 %	0.021359188	0.000000000	0.000000000	0.011421248
TOTAL:		1.000000000	100.0000 %		0.021359188	-0.011421248	1.000000000

The foregoing resolution was adopted on the \_\_\_\_\_ day of \_\_\_\_\_, 2022, by the Board of Supervisors of the County of Los Angeles and ex-officio the governing body of all other special assessment and taxing district, agencies, and authorities for which said Board so acts.

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

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

APPROVED AS TO FORM:

DAWYN R. HARRISON  
Acting County Counsel

By Talin Halabi  
Deputy

# BOARD LETTER CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

<b>CLUSTER AGENDA REVIEW DATE</b>	10/19/2022		
<b>BOARD MEETING DATE</b>	11/1/2022		
<b>SUPERVISORIAL DISTRICT AFFECTED</b>	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 <sup>st</sup> <input type="checkbox"/> 2 <sup>nd</sup> <input type="checkbox"/> 3 <sup>rd</sup> <input type="checkbox"/> 4 <sup>th</sup> <input type="checkbox"/> 5 <sup>th</sup>		
<b>DEPARTMENT(S)</b>	Public Works		
<b>SUBJECT</b>	Award of Services Contracts for On-Call Haul Truck Services Program.		
<b>PROGRAM</b>			
<b>AUTHORIZES DELEGATED AUTHORITY TO DEPT</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
<b>SOLE SOURCE CONTRACT</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
	If Yes, please explain why:		
<b>DEADLINES/ TIME CONSTRAINTS</b>	None		
<b>COST &amp; FUNDING</b>	Total cost: \$49,500,000	Funding source: Funding for these services is included in the Fiscal Year 2022-23 Road Fund Budget (B03) and Internal Service Fund Budget (B04), which will be reimbursed by the Flood Control District Fund (B07).	
	TERMS (if applicable): These contracts will be for a period of 1 year with three 1-year renewal options and a month-to-month extension up to 6 months for a maximum potential contract term of 54 months.		
	Explanation:		
<b>PURPOSE OF REQUEST</b>	Public Works is seeking Board approval to award ten services contracts to the following contractors: April's Dispatch, LLC.; JLE Broker, Inc.; and MAD Transportation, Inc., and to the following seven Local Small Business Enterprises: T&M Projects, Inc., dba T&M Construction; L.A.C. Motor Enterprises, Inc.; Miranda Logistics Enterprise, Inc.; ABT Transport and Equipment; L. Curti Truck and Equipment; Titan Disposal Company, Inc.; and Reynaga Transportation Inc., to provide on-call and intermittent haul truck services.		
<b>BACKGROUND (include internal/external issues that may exist including any related motions)</b>	Approval of the recommended action will award ten services contracts to the following contractors: April's Dispatch; T&M Projects, Inc., dba T&M Construction; JLE Broker; MAD Transportation, Inc.; L.A.C. Motor Enterprises, Inc.; Miranda Logistics Enterprise, Inc.; ABT Transport and Equipment; L. Curti Truck and Equipment; Titan Disposal Company, Inc.; and Reynaga Transportation Inc. to provide on-call and intermittent haul truck services throughout the County of Los Angeles. The work to be performed will consist of providing support to road clearing and debris basin cleanout operations to meet critical time requirements in response to emergency. The current contracts will expire on October 27, 2022.		
<b>EQUITY INDEX OR LENS WAS UTILIZED</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please explain how: On every contract solicitation, Public Works notifies over 25,000 subscribers in our "Do Business with Public Works" website. Public Works also notifies all Small Businesses registered with the Los Angeles County's Workforce Development Aging and Community Services Department and advertise in regional and small newspapers in		

	each Supervisorial Districts. Public Works follows Federal contracting laws where applicable, State laws, Public Contract Code and all Board contracting policies.
<b>SUPPORTS ONE OF THE NINE BOARD PRIORITIES</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please state which one(s) and explain how: These recommendations support Board Priorities No. 4, Environmental Health, and No. 7, Sustainability. These contracts will ensure that our field facilities are maintained and cleaned by removing debris, trash, and material from Public Works facilities.
<b>DEPARTMENTAL CONTACTS</b>	Name, Title, Phone # & E-mail:  Shari Afshari, Deputy Director, (626) 458-4008, cell (626) 695-3831, <a href="mailto:safshari@pw.lacounty.gov">safshari@pw.lacounty.gov</a>



MARK PESTRELLA, Director

# COUNTY OF LOS ANGELES

## DEPARTMENT OF PUBLIC WORKS

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

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

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

IN REPLY PLEASE  
REFER TO FILE:

November 1, 2022

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

Dear Supervisors:

**SERVICES CONTRACT  
PUBLIC CONTRACTING AND ASSET MANAGEMENT CORE SERVICE AREA  
AWARD OF SERVICES CONTRACTS  
ON-CALL HAUL TRUCK SERVICES PROGRAM  
(ALL SUPERVISORIAL DISTRICTS)  
(3 VOTES)**

**SUBJECT**

Public Works is seeking Board approval to award ten services contracts for on-call haul truck services program throughout the County of Los Angeles.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Find that the contract work is categorically exempt from the provisions of the California Environmental Quality Act.
2. Award ten contracts for on-call haul truck services program in an annual program sum of \$10,000,000 to MAD Transportation, Inc.; April's Dispatch, LLC.; and JLE Broker, Inc.; and to the following seven Local Small Business Enterprises: Titan Disposal Company, Inc.; Reynaga Transportation Inc.; T&M Projects, Inc., dba T&M Construction; ABT Transport and Equipment; Miranda Logistics Enterprise, Inc.; L.A.C. Motor Enterprises, Inc.; and L. Curti Truck and Equipment. These contracts will be for a term of 1 year commencing upon the Board's approval and execution by both parties and ending on October 31, 2023,

with three 1-year renewal options and a month-to-month extension up to 6 months for a maximum potential contract term of 54 months with a maximum potential program sum of \$49,500,000.

3. Delegate authority to the Director of Public Works or his designee to execute these contracts; to renew these contracts for each additional renewal option and extension period if, in the opinion of the Director of Public Works or his designee, each individual contractor has successfully performed during the previous contract period, and the services are still required; to approve and execute amendments to incorporate necessary changes within the scope of work; and to suspend work if, it is in the best interest of the County to do so.
4. Delegate authority to the Director of Public Works or his designee to annually increase the aggregate program amount up to an additional 10 percent of the annual program sum, for unforeseen additional work within the scope of these contracts if required and fuel cost adjustments in accordance with these contracts.

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

Approval of the recommended action will award ten services contracts for on-call and intermittent haul truck services throughout the County of Los Angeles. The work to be performed will consist of providing support to road clearing and debris basin cleanout operations to meet critical time requirements. The work performed will also support response efforts to emergency conditions, such as earthquakes, storm and wildfire recovery. Most emergency response services are reimbursable projects through the Federal Emergency Management Agency (FEMA). The debris reduction, removal, and hauling services also keep Public Works in compliance with air and water quality rules and regulations. The award of these contracts will continue the current service by the recommended contractors.

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

These recommendations support the County Strategic Plan: Strategy II.2, Support the Wellness of our Communities, Objective III.3.2, Manage and Maximize County Assets, by supporting ongoing efforts to manage and improve public infrastructure assets by contracting with contractors that have the specialized expertise to provide these services accurately, efficiently, timely, and in a responsive manner.



### **FISCAL IMPACT/FINANCING**

There will be no impact to the County General Fund.

The program is for an aggregate annual sum of \$10,000,000 plus 10 percent for additional work within the scope of the contracts and fuel cost adjustments in accordance with these contracts. This amount is based on Public Works' estimated annual utilization of the contractors' services.

These contracts will be for a term of 1 year commencing upon Board's approval and execution by both parties, with three 1-year renewal options and a month-to-month extension for up to 6 months for a maximum potential term of 54 months and a potential maximum aggregate program sum of \$49,500,000.

Funding for these services is included in Internal Service (B04 - Services and Supplies) and Road Fund (B03 - Services and Supplies) Fiscal Year 2022-23 Budgets. The Internal Service Fund will be reimbursed by the Flood Control District Fund (B07). Funds to finance these contracts' optional years and 10 percent additional funding for contingencies will be requested through the annual budget process.

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

The ten recommended contractors: MAD Transportation, Inc., is located in Sylmar, California; April's Dispatch, LLC., is located in Burbank, California; JLE Broker, Inc., is located in Downey, California; and to the following seven Local Small Business Enterprises: Titan Disposal Company, Inc., is located in Pasadena, California; Reynaga Transportation Inc., is located in Whittier, California; T&M Projects, Inc., dba T&M Construction, is located in San Pedro, California; ABT Transport and Equipment, is located in West Covina, California; Miranda Logistics Enterprise, Inc., is located in Los Angeles, California; L.A.C. Motor Enterprises, Inc., is located in San Dimas, California; and L. Curti Truck and Equipment, is located in Claremont, California. These contracts initial term shall commence upon the Board's approval and execution by both parties and ending on October 31, 2023. With the Board's delegated authority, the Director of Public Works or his designee may renew these contracts for three 1-year renewal options and a month-to-month extension up to 6 months for a maximum potential total contract term of 54 months

A contract, which will be approved as to form by County Counsel, will be used for each contractor (Enclosure A). The recommended contracts with the contractors listed above, were solicited on an open-competitive basis and are in accordance with applicable Federal, State, and County requirements.

These standard services contracts contain terms and conditions in compliance with the Board's ordinances, policies, and programs. Enclosure B reflects the proposers' utilization participation and community business enterprise program information. Data regarding the proposers' minority participation is on file with Public Works. The contractors were selected upon final analysis and consideration without regard to race, creed, sex, or color.

Public Works has evaluated and determined that the contracted services are required on an on-call and intermittent basis; therefore, Proposition A (County Code Chapter 2.121) and the Living Wage Program (County Code Chapter 2.201) do not apply to these contracts. In addition, the Contractors understand and agree that these contracts work involves public works as defined by Section 1720 of the California Labor Code. The Contractors represent and warrant that these contracts are in full compliance with the applicable provisions of the Labor Code relating to payment of prevailing wages for all prevailing wage work.

These contracts do not allow for a cost-of-living adjustments for the optional periods; however, these contracts contain a provision for fuel adjustments on an annual basis.

#### **ENVIRONMENTAL DOCUMENTATION**

These services are categorically exempt from the provisions of the California Environmental Quality Act. These services are within class of projects that have been determined not to have a significant effect on the environment in that it meets the criteria set forth in Section 15301 (c) of the California Environmental Quality Act.

#### **CONTRACTING PROCESS**

On March 22, 2022, a notice of the Request for Proposals (RFP) was placed on the County's "Doing Business with Los Angeles County" website (Enclosure C), "Do Business with Public Works" website, Twitter, and advertisements were placed in the *Los Angeles Daily Journal*, *Los Angeles Sentinel*, *La Opinión*, *The Daily Breeze*, *The Signal* (Santa Clarita), *World Journal*, *Watts Times*, *Malibu Times*, *Press Telegram*, and *Pasadena Star News*. Also, Public Works informed 1658 Local Small Business Enterprises; 192 Disabled Veteran Business Enterprises; 189 Social Enterprises; 889 Community Business Enterprises; and 70 independent contractors, various business development centers, and municipalities about this business opportunity.

On April 14, 2022, ten proposals were received. All proposals were evaluated by an evaluation committee consisting of Public Works staff. The evaluation was based on criteria described in the RFP, which included experience, work plan, and references, utilizing the informed averaging methodology for applicable criteria.

The RFP allowed the award of up to ten contracts to proposers whose proposals were rated the highest based on the evaluation criteria. Based on this evaluation, all ten proposals received were chosen and it is recommended that these contracts be awarded to these ten apparent responsive, and responsible proposers. Seven of these recommended proposers are Local Small Business Enterprises.

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

The award of these contracts will continue the services without disruption to the public and will not result in the 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, Business Relations and Contracts Division.

Respectfully submitted,

MARK PESTRELLA, PE  
Director of Public Works

MP:JQ:ep

Enclosures

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

AGREEMENT FOR  
ON-CALL HAUL TRUCK SERVICES PROGRAM (BRC0000255)

THIS AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2022, by and between the COUNTY OF LOS ANGELES, a subdivision of the State of California, a body corporate and politic (hereinafter referred to as COUNTY) and MAD TRANSPORTATION, INC., a California Corporation, located at 14766 Ryan Street, Sylmar, California 91342 (hereinafter referred to as CONTRACTOR).

WITNESSETH

FIRST: The CONTRACTOR, for the consideration hereinafter set forth and the acceptance by the Board of Supervisors (Board) of said COUNTY of the CONTRACTOR'S Proposal filed with the COUNTY on April 14, 2022, hereby agrees to provide services as described in this Contract for On-Call Haul Truck Services Program (BRC0000255).

SECOND: This AGREEMENT, together with Exhibit A, Scope of Work; Exhibit B, Service Contract General Requirements; Exhibit C, Internal Revenue Service Notice 1015; Exhibit D, Safely Surrendered Baby Law Posters; Exhibit E, Defaulted Property Tax Reduction Program; Exhibit F, Performance Requirements Summary; Exhibit G, Sample Invoice; Exhibit H, Sample Closing Statement; Exhibit I, Sample Driver List; Exhibit J, Sample Haul Truck Summary; Exhibit K, Sample Fuel Adjustment Calculation; Exhibit L, Sample Payment Bond; Exhibit M, Subcontractors List for Federally Funded Jobs; the CONTRACTOR'S Proposal, all attached hereto; the Request for Proposals; and Addenda to the Request for Proposals, all of which are incorporated herein by reference, are agreed by the COUNTY and the CONTRACTOR to constitute the Contract.

THIRD: The COUNTY agrees, in consideration of satisfactory performance of the foregoing services in strict accordance with the Contract specifications to the satisfaction of the Director, to pay the CONTRACTOR pursuant to the Schedule of Prices set forth in the Proposal and attached hereto as Form PW-2. In no event will the COUNTY pay any and all Contractors providing service under this Program an aggregate annual amount not to exceed \$10 million or such greater amount as the Board may approve (Maximum Contract Sum).

FOURTH: The CONTRACTOR selection for work will be based on the CONTRACTOR'S ranking and established availability based on the criteria outlined in Part I, Section 4.E, Evaluation Criteria, of the Request for Proposals. Based on your company's final score, your company has been ranked first, out of a total of 10 contractors. The COUNTY will offer work to all CONTRACTORS on a rotating sequence, beginning with the highest evaluated CONTRACTOR. One call will be made, and the CONTRACTOR will have one hour to respond. In the event there is no answer, or the CONTRACTOR selected is not available or cannot perform the work within the COUNTY'S time frame, the COUNTY will then offer the work to the next CONTRACTOR in the rotation.

This process will be repeated with the remaining CONTRACTORS until a CONTRACTOR is found to be available and capable to accomplish the work. Once a

CONTRACTOR has been offered an assignment, that CONTRACTOR'S name is then rotated to the bottom of the rotation, whether the offer has been accepted or not. The CONTRACTORS will only be contacted again for work after each remaining CONTRACTOR on the list has, in order, been given an opportunity for the next job assignment.

FIFTH: This contract will be for a term of 1 year commencing upon Board's approval and execution by both parties and ending on October 31, 2023. The COUNTY shall have the sole option to renew this Contract term for up to three additional one-year periods and a six month-to-month extension, for a maximum total Contract term of 4 years and six months. Each such option shall be exercised at the sole discretion of the COUNTY. The COUNTY, acting through the Director, may give a written notice of intent to renew this Contract at least ten days prior to the end of each term. At the sole discretion of the COUNTY, in lieu of renewing the Contract for the full one year, this Contract may be renewed on a month-to-month basis, upon written notice to the CONTRACTOR at least ten days prior to the end of a term. The Director will provide a written notice of nonrenewal at least ten days before the last day of any term, in which case this Contract shall expire as of midnight on the last day of that term. Where all option years have been exercised, the Director will not provide a written notice of nonrenewal.

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

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

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

EIGHTH: In no event shall the aggregate total amount of compensation paid to any and all contractors under this Program exceed the amount of compensation authorized by the Board. Such aggregate total amount is the Maximum Contract Sum.

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

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

ELEVENTH: The Acting Director may adjust 20 percent of the hourly rate of compensation set forth in Form PW-2 (Schedule of Prices) based on the increase or decrease in the fuel price published in the Official Energy Statistics from the United States Department of Energy website at [http://tonto.eia.doe.gov/dnav/pet/pet\\_pri\\_gnd\\_dcus\\_sca\\_m.htm](http://tonto.eia.doe.gov/dnav/pet/pet_pri_gnd_dcus_sca_m.htm) or other County-approved website for Diesel (On-Highway) and Gasoline - All Grades (Regular) for California, at [http://tonto.eia.doe.gov/dnav/pet/pet\\_pri\\_prop\\_dcu\\_r50\\_m.htm](http://tonto.eia.doe.gov/dnav/pet/pet_pri_prop_dcu_r50_m.htm) or other County-approved website for Liquid Propane Gas (LPG) using West Coast (PADD 5) "Commercial/Institutional," and at [http://www.eere.energy.gov/afdc/price\\_report.html](http://www.eere.energy.gov/afdc/price_report.html) or other County-approved website for Compressed Natural Gas (CNG) Clean Cities Alternative Fuel Price Report, Table 5, Compressed Natural Gas Average Prices by Region from Clean Cities Sources "West Coast," as appropriate to the vehicle used, beginning on the month of this Contract's start date and thereafter at each successive one-month interval, which shall be the effective date for any such fuel adjustment. The percentage change in the fuel price shall be obtained using the fuel prices published on the month of the proposal submission date and the fuel price most recently published for the month of effective date of the adjustment. However, when the percentage increase or decrease in the fuel price is less than 5 percent, no fuel adjustment will be granted. In the event the fuel adjustment is granted, the fuel adjustment (increase or decrease) will be added to or subtracted from, as applicable, the hourly rate of compensation to establish the adjusted hourly rate of compensation. A sample calculation is included in Exhibit K. Public Works shall be permitted to audit the CONTRACTOR'S fuel usage, fuel costs, and fuel procurement methods for the vehicles used in providing these services and the CONTRACTOR shall provide records pertaining to its fuel costs upon the COUNTY'S request. CONTRACTOR shall immediately notify the COUNTY if the CONTRACTOR changes from purchasing fuel using Market Prices, to a long-term agreement for fuel purchases.

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

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

FOURTEENTH: A payment bond is required in a sum not less than \$100,000 payable to the COUNTY OF LOS ANGELES, executed by a corporate surety admitted to transact business as a surety insurer in the State of California (or by the surety's agent with a notarized copy of power of attorney). The admitted surety and its agent shall have sufficient bonding limitations to provide bonds in the amount required by this Contract. The bond shall be conditioned upon faithful performance of the terms and conditions of this Contract by CONTRACTOR in a manner that is satisfactory and acceptable to the COUNTY. If necessary, the bond shall be renewed in a timely manner to provide for continuing liability in the above amount notwithstanding any payment or recovery thereon. Subject to COUNTY conditions and approval, a Certificate of Deposit or an irrevocable Letter of Credit payable to the COUNTY upon demand and in a sum not less than \$100,000 may be acceptable. Failure by the CONTRACTOR to maintain the required security shall

constitute a material breach of contract upon which the COUNTY may immediately terminate or suspend this Contract.

The CONTRACTOR shall pay all security premiums, costs, and incidentals required to maintain the security during the entire Contract term, including renewals.

FIFTEENTH: This Contract constitutes the entire agreement between the COUNTY and the CONTRACTOR with respect to the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings. This CONTRACT may be signed by the parties hereto in separate counterparts, 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 Agreement.

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

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

COUNTY OF LOS ANGELES

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

APPROVED AS TO FORM:

DAWYN R. HARRISON  
Acting County Counsel

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

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

[NAME OF CONTRACTOR]

By \_\_\_\_\_  
Its President

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

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

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



AGREEMENT FOR  
ON-CALL HAUL TRUCK SERVICES PROGRAM (BRC0000255)

THIS AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2022, by and between the COUNTY OF LOS ANGELES, a subdivision of the State of California, a body corporate and politic (hereinafter referred to as COUNTY) and APRIL'S DISPATCH, LLC., a California Limited Liability Corporation, located at 2416 West Victory Boulevard, Box 598, Burbank, CA 91506 (hereinafter referred to as CONTRACTOR).

WITNESSETH

FIRST: The CONTRACTOR, for the consideration hereinafter set forth and the acceptance by the Board of Supervisors (Board) of said COUNTY of the CONTRACTOR'S Proposal filed with the COUNTY on April 14, 2022, hereby agrees to provide services as described in this Contract for On-Call Haul Truck Services Program (BRC0000255).

SECOND: This AGREEMENT, together with Exhibit A, Scope of Work; Exhibit B, Service Contract General Requirements; Exhibit C, Internal Revenue Service Notice 1015; Exhibit D, Safely Surrendered Baby Law Posters; Exhibit E, Defaulted Property Tax Reduction Program; Exhibit F, Performance Requirements Summary, Exhibit G, Sample Invoice; Exhibit H, Sample Closing Statement; Exhibit I, Sample Driver List; Exhibit J, Sample Haul Truck Summary; Exhibit K, Sample Fuel Adjustment Calculation; Exhibit L, Sample Payment Bond, Exhibit M, Subcontractors List for Federally Funded Jobs; the CONTRACTOR'S Proposal, all attached hereto; the Request for Proposals; and Addenda to the Request for Proposals, all of which are incorporated herein by reference, are agreed by the COUNTY and the CONTRACTOR to constitute the Contract.

THIRD: The COUNTY agrees, in consideration of satisfactory performance of the foregoing services in strict accordance with the Contract specifications to the satisfaction of the Director, to pay the CONTRACTOR pursuant to the Schedule of Prices set forth in the Proposal and attached hereto as Form PW-2. In no event will the COUNTY pay any and all Contractors providing service under this Program an aggregate annual amount not to exceed \$10 million or such greater amount as the Board may approve (Maximum Contract Sum).

FOURTH: The CONTRACTOR selection for work will be based on the CONTRACTOR'S ranking and established availability based on the criteria outlined in Part I, Section 4.E, Evaluation Criteria, of the Request for Proposals. Based on your company's final score, your company has been ranked second, out of a total of 10 contractors. The COUNTY will offer work to all CONTRACTORS on a rotating sequence, beginning with the highest evaluated CONTRACTOR. One call will be made, and the CONTRACTOR will have one hour to respond. In the event there is no answer, or the CONTRACTOR selected is not available or cannot perform the work within the COUNTY'S time frame, the COUNTY will then offer the work to the next CONTRACTOR in the rotation.

This process will be repeated with the remaining CONTRACTORS until a CONTRACTOR is found to be available and capable to accomplish the work. Once a

CONTRACTOR has been offered an assignment, that CONTRACTOR'S name is then rotated to the bottom of the rotation, whether the offer has been accepted or not. The CONTRACTORS will only be contacted again for work after each remaining CONTRACTOR on the list has, in order, been given an opportunity for the next job assignment.

FIFTH: This contract will be for a term of 1 year commencing upon Board's approval and execution by both parties and ending on October 31, 2023. The COUNTY shall have the sole option to renew this Contract term for up to three additional one-year periods and a six month-to-month extension, for a maximum total Contract term of 4 years and six months. Each such option shall be exercised at the sole discretion of the COUNTY. The COUNTY, acting through the Director, may give a written notice of intent to renew this Contract at least ten days prior to the end of each term. At the sole discretion of the COUNTY, in lieu of renewing the Contract for the full one year, this Contract may be renewed on a month-to-month basis, upon written notice to the CONTRACTOR at least ten days prior to the end of a term. The Director will provide a written notice of nonrenewal at least ten days before the last day of any term, in which case this Contract shall expire as of midnight on the last day of that term. Where all option years have been exercised, the Director will not provide a written notice of nonrenewal.

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

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

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

EIGHTH: In no event shall the aggregate total amount of compensation paid to any and all contractors under this Program exceed the amount of compensation authorized by the Board. Such aggregate total amount is the Maximum Contract Sum.

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

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

ELEVENTH: The Acting Director may adjust 20 percent of the hourly rate of compensation set forth in Form PW-2 (Schedule of Prices) based on the increase or decrease in the fuel price published in the Official Energy Statistics from the United States Department of Energy website at [http://tonto.eia.doe.gov/dnav/pet/pet\\_pri\\_gnd\\_dcus\\_sca\\_m.htm](http://tonto.eia.doe.gov/dnav/pet/pet_pri_gnd_dcus_sca_m.htm) or other County-approved website for Diesel (On-Highway) and Gasoline - All Grades (Regular) for California, at [http://tonto.eia.doe.gov/dnav/pet/pet\\_pri\\_prop\\_dcu\\_r50\\_m.htm](http://tonto.eia.doe.gov/dnav/pet/pet_pri_prop_dcu_r50_m.htm) or other County-approved website for Liquid Propane Gas (LPG) using West Coast (PADD 5) "Commercial/Institutional," and at [http://www.eere.energy.gov/afdc/price\\_report.html](http://www.eere.energy.gov/afdc/price_report.html) or other County-approved website for Compressed Natural Gas (CNG) Clean Cities Alternative Fuel Price Report, Table 5, Compressed Natural Gas Average Prices by Region from Clean Cities Sources "West Coast," as appropriate to the vehicle used, beginning on the month of this Contract's start date and thereafter at each successive one-month interval, which shall be the effective date for any such fuel adjustment. The percentage change in the fuel price shall be obtained using the fuel prices published on the month of the proposal submission date and the fuel price most recently published for the month of effective date of the adjustment. However, when the percentage increase or decrease in the fuel price is less than 5 percent, no fuel adjustment will be granted. In the event the fuel adjustment is granted, the fuel adjustment (increase or decrease) will be added to or subtracted from, as applicable, the hourly rate of compensation to establish the adjusted hourly rate of compensation. A sample calculation is included in Exhibit K. Public Works shall be permitted to audit the CONTRACTOR'S fuel usage, fuel costs, and fuel procurement methods for the vehicles used in providing these services and the CONTRACTOR shall provide records pertaining to its fuel costs upon the COUNTY'S request. CONTRACTOR shall immediately notify the COUNTY if the CONTRACTOR changes from purchasing fuel using Market Prices, to a long-term agreement for fuel purchases.

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

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

FOURTEENTH: A payment bond is required in a sum not less than \$100,000 payable to the COUNTY OF LOS ANGELES, executed by a corporate surety admitted to transact business as a surety insurer in the State of California (or by the surety's agent with a notarized copy of power of attorney). The admitted surety and its agent shall have sufficient bonding limitations to provide bonds in the amount required by this Contract. The bond shall be conditioned upon faithful performance of the terms and conditions of this Contract by CONTRACTOR in a manner that is satisfactory and acceptable to the COUNTY. If necessary, the bond shall be renewed in a timely manner to provide for continuing liability in the above amount notwithstanding any payment or recovery thereon. Subject to COUNTY conditions and approval, a Certificate of Deposit or an irrevocable Letter of Credit payable to the COUNTY upon demand and in a sum not less than \$100,000 may be acceptable. Failure by the CONTRACTOR to maintain the required security shall

constitute a material breach of contract upon which the COUNTY may immediately terminate or suspend this Contract.

The CONTRACTOR shall pay all security premiums, costs, and incidentals required to maintain the security during the entire Contract term, including renewals.

FIFTEENTH: This Contract constitutes the entire agreement between the COUNTY and the CONTRACTOR with respect to the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings. This CONTRACT may be signed by the parties hereto in separate counterparts, 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 Agreement.

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

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

COUNTY OF LOS ANGELES

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

APPROVED AS TO FORM:

DAWYN R. HARRISON  
Acting County Counsel

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

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

[NAME OF CONTRACTOR]

By \_\_\_\_\_  
Its President

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

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

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

AGREEMENT FOR  
ON-CALL HAUL TRUCK SERVICES PROGRAM (BRC0000255)

THIS AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2022, by and between the COUNTY OF LOS ANGELES, a subdivision of the State of California, a body corporate and politic (hereinafter referred to as COUNTY) and TITAN DISPOSAL COMPANY, INC., a California Corporation, located at 1270 North Lincoln Avenue, Unit 400, Pasadena, California 91103 (hereinafter referred to as CONTRACTOR).

WITNESSETH

FIRST: The CONTRACTOR, for the consideration hereinafter set forth and the acceptance by the Board of Supervisors (Board) of said COUNTY of the CONTRACTOR'S Proposal filed with the COUNTY on April 14, 2022, hereby agrees to provide services as described in this Contract for On-Call Haul Truck Services Program (BRC0000255).

SECOND: This AGREEMENT, together with Exhibit A, Scope of Work; Exhibit B, Service Contract General Requirements; Exhibit C, Internal Revenue Service Notice 1015; Exhibit D, Safely Surrendered Baby Law Posters; Exhibit E, Defaulted Property Tax Reduction Program; Exhibit F, Performance Requirements Summary, Exhibit G, Sample Invoice; Exhibit H, Sample Closing Statement; Exhibit I, Sample Driver List; Exhibit J, Sample Haul Truck Summary; Exhibit K, Sample Fuel Adjustment Calculation; Exhibit L, Sample Payment Bond, Exhibit M, Subcontractors List for Federally Funded Jobs; the CONTRACTOR'S Proposal, all attached hereto; the Request for Proposals; and Addenda to the Request for Proposals, all of which are incorporated herein by reference, are agreed by the COUNTY and the CONTRACTOR to constitute the Contract.

THIRD: The COUNTY agrees, in consideration of satisfactory performance of the foregoing services in strict accordance with the Contract specifications to the satisfaction of the Director, to pay the CONTRACTOR pursuant to the Schedule of Prices set forth in the Proposal and attached hereto as Form PW-2. In no event will the COUNTY pay any and all Contractors providing service under this Program an aggregate annual amount not to exceed \$10 million or such greater amount as the Board may approve (Maximum Contract Sum).

FOURTH: The CONTRACTOR selection for work will be based on the CONTRACTOR'S ranking and established availability based on the criteria outlined in Part I, Section 4.E, Evaluation Criteria, of the Request for Proposals. Based on your company's final score, your company has been ranked third, out of a total of 10 contractors. The COUNTY will offer work to all CONTRACTORS on a rotating sequence, beginning with the highest evaluated CONTRACTOR. One call will be made, and the CONTRACTOR will have one hour to respond. In the event there is no answer, or the CONTRACTOR selected is not available or cannot perform the work within the COUNTY'S time frame, the COUNTY will then offer the work to the next CONTRACTOR in the rotation.

This process will be repeated with the remaining CONTRACTORS until a CONTRACTOR is found to be available and capable to accomplish the work. Once a

CONTRACTOR has been offered an assignment, that CONTRACTOR'S name is then rotated to the bottom of the rotation, whether the offer has been accepted or not. The CONTRACTORS will only be contacted again for work after each remaining CONTRACTOR on the list has, in order, been given an opportunity for the next job assignment.

FIFTH: This contract will be for a term of 1 year commencing upon Board's approval and execution by both parties and ending on October 31, 2023. The COUNTY shall have the sole option to renew this Contract term for up to three additional one-year periods and a six month-to-month extension, for a maximum total Contract term of 4 years and six months. Each such option shall be exercised at the sole discretion of the COUNTY. The COUNTY, acting through the Director, may give a written notice of intent to renew this Contract at least ten days prior to the end of each term. At the sole discretion of the COUNTY, in lieu of renewing the Contract for the full one year, this Contract may be renewed on a month-to-month basis, upon written notice to the CONTRACTOR at least ten days prior to the end of a term. The Director will provide a written notice of nonrenewal at least ten days before the last day of any term, in which case this Contract shall expire as of midnight on the last day of that term. Where all option years have been exercised, the Director will not provide a written notice of nonrenewal.

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

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

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

EIGHTH: In no event shall the aggregate total amount of compensation paid to any and all contractors under this Program exceed the amount of compensation authorized by the Board. Such aggregate total amount is the Maximum Contract Sum.

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

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

ELEVENTH: The Acting Director may adjust 20 percent of the hourly rate of compensation set forth in Form PW-2 (Schedule of Prices) based on the increase or decrease in the fuel price published in the Official Energy Statistics from the United States Department of Energy website at [http://tonto.eia.doe.gov/dnav/pet/pet\\_pri\\_gnd\\_dcus\\_sca\\_m.htm](http://tonto.eia.doe.gov/dnav/pet/pet_pri_gnd_dcus_sca_m.htm) or other County-approved website for Diesel (On-Highway) and Gasoline - All Grades (Regular) for California, at [http://tonto.eia.doe.gov/dnav/pet/pet\\_pri\\_prop\\_dcu\\_r50\\_m.htm](http://tonto.eia.doe.gov/dnav/pet/pet_pri_prop_dcu_r50_m.htm) or other County-approved website for Liquid Propane Gas (LPG) using West Coast (PADD 5) "Commercial/Institutional," and at [http://www.eere.energy.gov/afdc/price\\_report.html](http://www.eere.energy.gov/afdc/price_report.html) or other County-approved website for Compressed Natural Gas (CNG) Clean Cities Alternative Fuel Price Report, Table 5, Compressed Natural Gas Average Prices by Region from Clean Cities Sources "West Coast," as appropriate to the vehicle used, beginning on the month of this Contract's start date and thereafter at each successive one-month interval, which shall be the effective date for any such fuel adjustment. The percentage change in the fuel price shall be obtained using the fuel prices published on the month of the proposal submission date and the fuel price most recently published for the month of effective date of the adjustment. However, when the percentage increase or decrease in the fuel price is less than 5 percent, no fuel adjustment will be granted. In the event the fuel adjustment is granted, the fuel adjustment (increase or decrease) will be added to or subtracted from, as applicable, the hourly rate of compensation to establish the adjusted hourly rate of compensation. A sample calculation is included in Exhibit K. Public Works shall be permitted to audit the CONTRACTOR'S fuel usage, fuel costs, and fuel procurement methods for the vehicles used in providing these services and the CONTRACTOR shall provide records pertaining to its fuel costs upon the COUNTY'S request. CONTRACTOR shall immediately notify the COUNTY if the CONTRACTOR changes from purchasing fuel using Market Prices, to a long-term agreement for fuel purchases.

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

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

FOURTEENTH: A payment bond is required in a sum not less than \$100,000 payable to the COUNTY OF LOS ANGELES, executed by a corporate surety admitted to transact business as a surety insurer in the State of California (or by the surety's agent with a notarized copy of power of attorney). The admitted surety and its agent shall have sufficient bonding limitations to provide bonds in the amount required by this Contract. The bond shall be conditioned upon faithful performance of the terms and conditions of this Contract by CONTRACTOR in a manner that is satisfactory and acceptable to the COUNTY. If necessary, the bond shall be renewed in a timely manner to provide for continuing liability in the above amount notwithstanding any payment or recovery thereon. Subject to COUNTY conditions and approval, a Certificate of Deposit or an irrevocable Letter of Credit payable to the COUNTY upon demand and in a sum not less than \$100,000 may be acceptable. Failure by the CONTRACTOR to maintain the required security shall



constitute a material breach of contract upon which the COUNTY may immediately terminate or suspend this Contract.

The CONTRACTOR shall pay all security premiums, costs, and incidentals required to maintain the security during the entire Contract term, including renewals.

FIFTEENTH: This Contract constitutes the entire agreement between the COUNTY and the CONTRACTOR with respect to the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings. This CONTRACT may be signed by the parties hereto in separate counterparts, 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 Agreement.

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

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

COUNTY OF LOS ANGELES

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

APPROVED AS TO FORM:

DAWYN R. HARRISON  
Acting County Counsel

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

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

[NAME OF CONTRACTOR]

By \_\_\_\_\_  
Its President

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

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

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

AGREEMENT FOR  
ON-CALL HAUL TRUCK SERVICES PROGRAM (BRC0000255)

THIS AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2022, by and between the COUNTY OF LOS ANGELES, a subdivision of the State of California, a body corporate and politic (hereinafter referred to as COUNTY) and REYNAGA TRANSPORTATION, INC., a California Corporation, located at 11721 Whittier Boulevard, Whittier, CA 90601 (hereinafter referred to as CONTRACTOR).

WITNESSETH

FIRST: The CONTRACTOR, for the consideration hereinafter set forth and the acceptance by the Board of Supervisors (Board) of said COUNTY of the CONTRACTOR'S Proposal filed with the COUNTY on April 14, 2022, hereby agrees to provide services as described in this Contract for On-Call Haul Truck Services Program (BRC0000255).

SECOND: This AGREEMENT, together with Exhibit A, Scope of Work; Exhibit B, Service Contract General Requirements; Exhibit C, Internal Revenue Service Notice 1015; Exhibit D, Safely Surrendered Baby Law Posters; Exhibit E, Defaulted Property Tax Reduction Program; Exhibit F, Performance Requirements Summary; Exhibit G, Sample Invoice; Exhibit H, Sample Closing Statement; Exhibit I, Sample Driver List; Exhibit J, Sample Haul Truck Summary; Exhibit K, Sample Fuel Adjustment Calculation; Exhibit L, Sample Payment Bond; Exhibit M, Subcontractors List for Federally Funded Jobs; the CONTRACTOR'S Proposal, all attached hereto; the Request for Proposals; and Addenda to the Request for Proposals, all of which are incorporated herein by reference, are agreed by the COUNTY and the CONTRACTOR to constitute the Contract.

THIRD: The COUNTY agrees, in consideration of satisfactory performance of the foregoing services in strict accordance with the Contract specifications to the satisfaction of the Director, to pay the CONTRACTOR pursuant to the Schedule of Prices set forth in the Proposal and attached hereto as Form PW-2. In no event will the COUNTY pay any and all Contractors providing service under this Program an aggregate annual amount not to exceed \$10 million or such greater amount as the Board may approve (Maximum Contract Sum).

FOURTH: The CONTRACTOR selection for work will be based on the CONTRACTOR'S ranking and established availability based on the criteria outlined in Part I, Section 4.E, Evaluation Criteria, of the Request for Proposals. Based on your company's final score, your company has been ranked fourth, out of a total of 10 contractors. The COUNTY will offer work to all CONTRACTORS on a rotating sequence, beginning with the highest evaluated CONTRACTOR. One call will be made, and the CONTRACTOR will have one hour to respond. In the event there is no answer, or the CONTRACTOR selected is not available or cannot perform the work within the COUNTY'S time frame, the COUNTY will then offer the work to the next CONTRACTOR in the rotation.

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CONTRACTOR has been offered an assignment, that CONTRACTOR'S name is then rotated to the bottom of the rotation, whether the offer has been accepted or not. The CONTRACTORS will only be contacted again for work after each remaining CONTRACTOR on the list has, in order, been given an opportunity for the next job assignment.

FIFTH: This contract will be for a term of 1 year commencing upon Board's approval and execution by both parties and ending on October 31, 2023. The COUNTY shall have the sole option to renew this Contract term for up to three additional one-year periods and a six month-to-month extension, for a maximum total Contract term of 4 years and six months. Each such option shall be exercised at the sole discretion of the COUNTY. The COUNTY, acting through the Director, may give a written notice of intent to renew this Contract at least ten days prior to the end of each term. At the sole discretion of the COUNTY, in lieu of renewing the Contract for the full one year, this Contract may be renewed on a month-to-month basis, upon written notice to the CONTRACTOR at least ten days prior to the end of a term. The Director will provide a written notice of nonrenewal at least ten days before the last day of any term, in which case this Contract shall expire as of midnight on the last day of that term. Where all option years have been exercised, the Director will not provide a written notice of nonrenewal.

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

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

EIGHTH: In no event shall the aggregate total amount of compensation paid to any and all contractors under this Program exceed the amount of compensation authorized by the Board. Such aggregate total amount is the Maximum Contract Sum.

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ELEVENTH: The Acting Director may adjust 20 percent of the hourly rate of compensation set forth in Form PW-2 (Schedule of Prices) based on the increase or decrease in the fuel price published in the Official Energy Statistics from the United States Department of Energy website at [http://tonto.eia.doe.gov/dnav/pet/pet\\_pri\\_gnd\\_dcus\\_sca\\_m.htm](http://tonto.eia.doe.gov/dnav/pet/pet_pri_gnd_dcus_sca_m.htm) or other County-approved website for Diesel (On-Highway) and Gasoline - All Grades (Regular) for California, at [http://tonto.eia.doe.gov/dnav/pet/pet\\_pri\\_prop\\_dcu\\_r50\\_m.htm](http://tonto.eia.doe.gov/dnav/pet/pet_pri_prop_dcu_r50_m.htm) or other County-approved website for Liquid Propane Gas (LPG) using West Coast (PADD 5) "Commercial/Institutional," and at [http://www.eere.energy.gov/afdc/price\\_report.html](http://www.eere.energy.gov/afdc/price_report.html) or other County-approved website for Compressed Natural Gas (CNG) Clean Cities Alternative Fuel Price Report, Table 5, Compressed Natural Gas Average Prices by Region from Clean Cities Sources "West Coast," as appropriate to the vehicle used, beginning on the month of this Contract's start date and thereafter at each successive one-month interval, which shall be the effective date for any such fuel adjustment. The percentage change in the fuel price shall be obtained using the fuel prices published on the month of the proposal submission date and the fuel price most recently published for the month of effective date of the adjustment. However, when the percentage increase or decrease in the fuel price is less than 5 percent, no fuel adjustment will be granted. In the event the fuel adjustment is granted, the fuel adjustment (increase or decrease) will be added to or subtracted from, as applicable, the hourly rate of compensation to establish the adjusted hourly rate of compensation. A sample calculation is included in Exhibit K. Public Works shall be permitted to audit the CONTRACTOR'S fuel usage, fuel costs, and fuel procurement methods for the vehicles used in providing these services and the CONTRACTOR shall provide records pertaining to its fuel costs upon the COUNTY'S request. CONTRACTOR shall immediately notify the COUNTY if the CONTRACTOR changes from purchasing fuel using Market Prices, to a long-term agreement for fuel purchases.

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FOURTEENTH: A payment bond is required in a sum not less than \$100,000 payable to the COUNTY OF LOS ANGELES, executed by a corporate surety admitted to transact business as a surety insurer in the State of California (or by the surety's agent with a notarized copy of power of attorney). The admitted surety and its agent shall have sufficient bonding limitations to provide bonds in the amount required by this Contract. The bond shall be conditioned upon faithful performance of the terms and conditions of this Contract by CONTRACTOR in a manner that is satisfactory and acceptable to the COUNTY. If necessary, the bond shall be renewed in a timely manner to provide for continuing liability in the above amount notwithstanding any payment or recovery thereon. Subject to COUNTY conditions and approval, a Certificate of Deposit or an irrevocable Letter of Credit payable to the COUNTY upon demand and in a sum not less than \$100,000 may be acceptable. Failure by the CONTRACTOR to maintain the required security shall

constitute a material breach of contract upon which the COUNTY may immediately terminate or suspend this Contract.

The CONTRACTOR shall pay all security premiums, costs, and incidentals required to maintain the security during the entire Contract term, including renewals.

FIFTEENTH: This Contract constitutes the entire agreement between the COUNTY and the CONTRACTOR with respect to the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings. This CONTRACT may be signed by the parties hereto in separate counterparts, 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 Agreement.

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

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

COUNTY OF LOS ANGELES

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

APPROVED AS TO FORM:

DAWYN R. HARRISON  
Acting County Counsel

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

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

[NAME OF CONTRACTOR]

By \_\_\_\_\_  
Its President

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

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

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

AGREEMENT FOR  
ON-CALL HAUL TRUCK SERVICES PROGRAM (BRC0000255)

THIS AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2022, by and between the COUNTY OF LOS ANGELES, a subdivision of the State of California, a body corporate and politic (hereinafter referred to as COUNTY) and T&M PROJECTS, INC., dba. T&M CONSTRUCTION, a California Corporation, located at 780 West Channel Street, San Pedro, California 90731 (hereinafter referred to as CONTRACTOR).

WITNESSETH

FIRST: The CONTRACTOR, for the consideration hereinafter set forth and the acceptance by the Board of Supervisors (Board) of said COUNTY of the CONTRACTOR'S Proposal filed with the COUNTY on April 14, 2022, hereby agrees to provide services as described in this Contract for On-Call Haul Truck Services Program (BRC0000255).

SECOND: This AGREEMENT, together with Exhibit A, Scope of Work; Exhibit B, Service Contract General Requirements; Exhibit C, Internal Revenue Service Notice 1015; Exhibit D, Safely Surrendered Baby Law Posters; Exhibit E, Defaulted Property Tax Reduction Program; Exhibit F, Performance Requirements Summary, Exhibit G, Sample Invoice; Exhibit H, Sample Closing Statement; Exhibit I, Sample Driver List; Exhibit J, Sample Haul Truck Summary; Exhibit K, Sample Fuel Adjustment Calculation; Exhibit L, Sample Payment Bond, Exhibit M, Subcontractors List for Federally Funded Jobs; the CONTRACTOR'S Proposal, all attached hereto; the Request for Proposals; and Addenda to the Request for Proposals, all of which are incorporated herein by reference, are agreed by the COUNTY and the CONTRACTOR to constitute the Contract.

THIRD: The COUNTY agrees, in consideration of satisfactory performance of the foregoing services in strict accordance with the Contract specifications to the satisfaction of the Director, to pay the CONTRACTOR pursuant to the Schedule of Prices set forth in the Proposal and attached hereto as Form PW-2. In no event will the COUNTY pay any and all Contractors providing service under this Program an aggregate annual amount not to exceed \$10 million or such greater amount as the Board may approve (Maximum Contract Sum).

FOURTH: The CONTRACTOR selection for work will be based on the CONTRACTOR'S ranking and established availability based on the criteria outlined in Part I, Section 4.E, Evaluation Criteria, of the Request for Proposals. Based on your company's final score, your company has been ranked fifth, out of a total of 10 contractors. The COUNTY will offer work to all CONTRACTORS on a rotating sequence, beginning with the highest evaluated CONTRACTOR. One call will be made, and the CONTRACTOR will have one hour to respond. In the event there is no answer, or the CONTRACTOR selected is not available or cannot perform the work within the COUNTY'S time frame, the COUNTY will then offer the work to the next CONTRACTOR in the rotation.

This process will be repeated with the remaining CONTRACTORS until a CONTRACTOR is found to be available and capable to accomplish the work. Once a



CONTRACTOR has been offered an assignment, that CONTRACTOR'S name is then rotated to the bottom of the rotation, whether the offer has been accepted or not. The CONTRACTORS will only be contacted again for work after each remaining CONTRACTOR on the list has, in order, been given an opportunity for the next job assignment.

FIFTH: This contract will be for a term of 1 year commencing upon Board's approval and execution by both parties and ending on October 31, 2023. The COUNTY shall have the sole option to renew this Contract term for up to three additional one-year periods and a six month-to-month extension, for a maximum total Contract term of 4 years and six months. Each such option shall be exercised at the sole discretion of the COUNTY. The COUNTY, acting through the Director, may give a written notice of intent to renew this Contract at least ten days prior to the end of each term. At the sole discretion of the COUNTY, in lieu of renewing the Contract for the full one year, this Contract may be renewed on a month-to-month basis, upon written notice to the CONTRACTOR at least ten days prior to the end of a term. The Director will provide a written notice of nonrenewal at least ten days before the last day of any term, in which case this Contract shall expire as of midnight on the last day of that term. Where all option years have been exercised, the Director will not provide a written notice of nonrenewal.

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

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

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

EIGHTH: In no event shall the aggregate total amount of compensation paid to any and all contractors under this Program exceed the amount of compensation authorized by the Board. Such aggregate total amount is the Maximum Contract Sum.

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

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

ELEVENTH: The Acting Director may adjust 20 percent of the hourly rate of compensation set forth in Form PW-2 (Schedule of Prices) based on the increase or decrease in the fuel price published in the Official Energy Statistics from the United States Department of Energy website at [http://tonto.eia.doe.gov/dnav/pet/pet\\_pri\\_gnd\\_dcus\\_sca\\_m.htm](http://tonto.eia.doe.gov/dnav/pet/pet_pri_gnd_dcus_sca_m.htm) or other County-approved website for Diesel (On-Highway) and Gasoline - All Grades (Regular) for California, at [http://tonto.eia.doe.gov/dnav/pet/pet\\_pri\\_prop\\_dcu\\_r50\\_m.htm](http://tonto.eia.doe.gov/dnav/pet/pet_pri_prop_dcu_r50_m.htm) or other County-approved website for Liquid Propane Gas (LPG) using West Coast (PADD 5) "Commercial/Institutional," and at [http://www.eere.energy.gov/afdc/price\\_report.html](http://www.eere.energy.gov/afdc/price_report.html) or other County-approved website for Compressed Natural Gas (CNG) Clean Cities Alternative Fuel Price Report, Table 5, Compressed Natural Gas Average Prices by Region from Clean Cities Sources "West Coast," as appropriate to the vehicle used, beginning on the month of this Contract's start date and thereafter at each successive one-month interval, which shall be the effective date for any such fuel adjustment. The percentage change in the fuel price shall be obtained using the fuel prices published on the month of the proposal submission date and the fuel price most recently published for the month of effective date of the adjustment. However, when the percentage increase or decrease in the fuel price is less than 5 percent, no fuel adjustment will be granted. In the event the fuel adjustment is granted, the fuel adjustment (increase or decrease) will be added to or subtracted from, as applicable, the hourly rate of compensation to establish the adjusted hourly rate of compensation. A sample calculation is included in Exhibit K. Public Works shall be permitted to audit the CONTRACTOR'S fuel usage, fuel costs, and fuel procurement methods for the vehicles used in providing these services and the CONTRACTOR shall provide records pertaining to its fuel costs upon the COUNTY'S request. CONTRACTOR shall immediately notify the COUNTY if the CONTRACTOR changes from purchasing fuel using Market Prices, to a long-term agreement for fuel purchases.

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

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

FOURTEENTH: A payment bond is required in a sum not less than \$100,000 payable to the COUNTY OF LOS ANGELES, executed by a corporate surety admitted to transact business as a surety insurer in the State of California (or by the surety's agent with a notarized copy of power of attorney). The admitted surety and its agent shall have sufficient bonding limitations to provide bonds in the amount required by this Contract. The bond shall be conditioned upon faithful performance of the terms and conditions of this Contract by CONTRACTOR in a manner that is satisfactory and acceptable to the COUNTY. If necessary, the bond shall be renewed in a timely manner to provide for continuing liability in the above amount notwithstanding any payment or recovery thereon. Subject to COUNTY conditions and approval, a Certificate of Deposit or an irrevocable Letter of Credit payable to the COUNTY upon demand and in a sum not less than \$100,000 may be acceptable. Failure by the CONTRACTOR to maintain the required security shall

constitute a material breach of contract upon which the COUNTY may immediately terminate or suspend this Contract.

The CONTRACTOR shall pay all security premiums, costs, and incidentals required to maintain the security during the entire Contract term, including renewals.

FIFTEENTH: This Contract constitutes the entire agreement between the COUNTY and the CONTRACTOR with respect to the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings. This CONTRACT may be signed by the parties hereto in separate counterparts, 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 Agreement.

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

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

COUNTY OF LOS ANGELES

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

APPROVED AS TO FORM:

DAWYN R. HARRISON  
Acting County Counsel

By \_\_\_\_\_  
Deputy  
  
\_\_\_\_\_  
Type/Print Name

[NAME OF CONTRACTOR]

By \_\_\_\_\_  
Its President  
  
\_\_\_\_\_  
Type/Print Name

By \_\_\_\_\_  
Its Secretary  
  
\_\_\_\_\_  
Type/Print Name

AGREEMENT FOR  
ON-CALL HAUL TRUCK SERVICES PROGRAM (BRC0000255)

THIS AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2022, by and between the COUNTY OF LOS ANGELES, a subdivision of the State of California, a body corporate and politic (hereinafter referred to as COUNTY) and ABT TRANSPORT AND EQUIPMENT, INC., a California Corporation, located at 2063 Rancho Valley Drive, Suite 320, #504, Pomona, California 91766 (hereinafter referred to as CONTRACTOR).

WITNESSETH

FIRST: The CONTRACTOR, for the consideration hereinafter set forth and the acceptance by the Board of Supervisors (Board) of said COUNTY of the CONTRACTOR'S Proposal filed with the COUNTY on April 14, 2022, hereby agrees to provide services as described in this Contract for On-Call Haul Truck Services Program (BRC0000255).

SECOND: This AGREEMENT, together with Exhibit A, Scope of Work; Exhibit B, Service Contract General Requirements; Exhibit C, Internal Revenue Service Notice 1015; Exhibit D, Safely Surrendered Baby Law Posters; Exhibit E, Defaulted Property Tax Reduction Program; Exhibit F, Performance Requirements Summary, Exhibit G, Sample Invoice; Exhibit H, Sample Closing Statement; Exhibit I, Sample Driver List; Exhibit J, Sample Haul Truck Summary; Exhibit K, Sample Fuel Adjustment Calculation; Exhibit L, Sample Payment Bond, Exhibit M, Subcontractors List for Federally Funded Jobs; the CONTRACTOR'S Proposal, all attached hereto; the Request for Proposals; and Addenda to the Request for Proposals, all of which are incorporated herein by reference, are agreed by the COUNTY and the CONTRACTOR to constitute the Contract.

THIRD: The COUNTY agrees, in consideration of satisfactory performance of the foregoing services in strict accordance with the Contract specifications to the satisfaction of the Director, to pay the CONTRACTOR pursuant to the Schedule of Prices set forth in the Proposal and attached hereto as Form PW-2. In no event will the COUNTY pay any and all Contractors providing service under this Program an aggregate annual amount not to exceed \$10 million or such greater amount as the Board may approve (Maximum Contract Sum).

FOURTH: The CONTRACTOR selection for work will be based on the CONTRACTOR'S ranking and established availability based on the criteria outlined in Part I, Section 4.E, Evaluation Criteria, of the Request for Proposals. Based on your company's final score, your company has been ranked sixth, out of a total of 10 contractors. The COUNTY will offer work to all CONTRACTORS on a rotating sequence, beginning with the highest evaluated CONTRACTOR. One call will be made, and the CONTRACTOR will have one hour to respond. In the event there is no answer, or the CONTRACTOR selected is not available or cannot perform the work within the COUNTY'S time frame, the COUNTY will then offer the work to the next CONTRACTOR in the rotation.

This process will be repeated with the remaining CONTRACTORS until a CONTRACTOR is found to be available and capable to accomplish the work. Once a

CONTRACTOR has been offered an assignment, that CONTRACTOR'S name is then rotated to the bottom of the rotation, whether the offer has been accepted or not. The CONTRACTORS will only be contacted again for work after each remaining CONTRACTOR on the list has, in order, been given an opportunity for the next job assignment.

FIFTH: This contract will be for a term of 1 year commencing upon Board's approval and execution by both parties and ending on October 31, 2023. The COUNTY shall have the sole option to renew this Contract term for up to three additional one-year periods and a six month-to-month extension, for a maximum total Contract term of 4 years and six months. Each such option shall be exercised at the sole discretion of the COUNTY. The COUNTY, acting through the Director, may give a written notice of intent to renew this Contract at least ten days prior to the end of each term. At the sole discretion of the COUNTY, in lieu of renewing the Contract for the full one year, this Contract may be renewed on a month-to-month basis, upon written notice to the CONTRACTOR at least ten days prior to the end of a term. The Director will provide a written notice of nonrenewal at least ten days before the last day of any term, in which case this Contract shall expire as of midnight on the last day of that term. Where all option years have been exercised, the Director will not provide a written notice of nonrenewal.

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

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

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

EIGHTH: In no event shall the aggregate total amount of compensation paid to any and all contractors under this Program exceed the amount of compensation authorized by the Board. Such aggregate total amount is the Maximum Contract Sum.

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

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

ELEVENTH: The Acting Director may adjust 20 percent of the hourly rate of compensation set forth in Form PW-2 (Schedule of Prices) based on the increase or decrease in the fuel price published in the Official Energy Statistics from the United States Department of Energy website at [http://tonto.eia.doe.gov/dnav/pet/pet\\_pri\\_gnd\\_dcus\\_sca\\_m.htm](http://tonto.eia.doe.gov/dnav/pet/pet_pri_gnd_dcus_sca_m.htm) or other County-approved website for Diesel (On-Highway) and Gasoline - All Grades (Regular) for California, at [http://tonto.eia.doe.gov/dnav/pet/pet\\_pri\\_prop\\_dcu\\_r50\\_m.htm](http://tonto.eia.doe.gov/dnav/pet/pet_pri_prop_dcu_r50_m.htm) or other County-approved website for Liquid Propane Gas (LPG) using West Coast (PADD 5) "Commercial/Institutional," and at [http://www.eere.energy.gov/afdc/price\\_report.html](http://www.eere.energy.gov/afdc/price_report.html) or other County-approved website for Compressed Natural Gas (CNG) Clean Cities Alternative Fuel Price Report, Table 5, Compressed Natural Gas Average Prices by Region from Clean Cities Sources "West Coast," as appropriate to the vehicle used, beginning on the month of this Contract's start date and thereafter at each successive one-month interval, which shall be the effective date for any such fuel adjustment. The percentage change in the fuel price shall be obtained using the fuel prices published on the month of the proposal submission date and the fuel price most recently published for the month of effective date of the adjustment. However, when the percentage increase or decrease in the fuel price is less than 5 percent, no fuel adjustment will be granted. In the event the fuel adjustment is granted, the fuel adjustment (increase or decrease) will be added to or subtracted from, as applicable, the hourly rate of compensation to establish the adjusted hourly rate of compensation. A sample calculation is included in Exhibit K. Public Works shall be permitted to audit the CONTRACTOR'S fuel usage, fuel costs, and fuel procurement methods for the vehicles used in providing these services and the CONTRACTOR shall provide records pertaining to its fuel costs upon the COUNTY'S request. CONTRACTOR shall immediately notify the COUNTY if the CONTRACTOR changes from purchasing fuel using Market Prices, to a long-term agreement for fuel purchases.

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

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

FOURTEENTH: A payment bond is required in a sum not less than \$100,000 payable to the COUNTY OF LOS ANGELES, executed by a corporate surety admitted to transact business as a surety insurer in the State of California (or by the surety's agent with a notarized copy of power of attorney). The admitted surety and its agent shall have sufficient bonding limitations to provide bonds in the amount required by this Contract. The bond shall be conditioned upon faithful performance of the terms and conditions of this Contract by CONTRACTOR in a manner that is satisfactory and acceptable to the COUNTY. If necessary, the bond shall be renewed in a timely manner to provide for continuing liability in the above amount notwithstanding any payment or recovery thereon. Subject to COUNTY conditions and approval, a Certificate of Deposit or an irrevocable Letter of Credit payable to the COUNTY upon demand and in a sum not less than \$100,000 may be acceptable. Failure by the CONTRACTOR to maintain the required security shall

constitute a material breach of contract upon which the COUNTY may immediately terminate or suspend this Contract.

The CONTRACTOR shall pay all security premiums, costs, and incidentals required to maintain the security during the entire Contract term, including renewals.

FIFTEENTH: This Contract constitutes the entire agreement between the COUNTY and the CONTRACTOR with respect to the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings. This CONTRACT may be signed by the parties hereto in separate counterparts, 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 Agreement.

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

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

COUNTY OF LOS ANGELES

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

APPROVED AS TO FORM:

DAWYN R. HARRISON  
Acting County Counsel

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

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

[NAME OF CONTRACTOR]

By \_\_\_\_\_  
Its President

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

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

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

AGREEMENT FOR  
ON-CALL HAUL TRUCK SERVICES PROGRAM (BRC0000255)

THIS AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2022, by and between the COUNTY OF LOS ANGELES, a subdivision of the State of California, a body corporate and politic (hereinafter referred to as COUNTY) and MIRANDA LOGISTICS ENTERPRISE, INC., a California Corporation, located at 2202 South Figueroa Street, # 437, Los Angeles, CA 90007 (hereinafter referred to as CONTRACTOR).

WITNESSETH

FIRST: The CONTRACTOR, for the consideration hereinafter set forth and the acceptance by the Board of Supervisors (Board) of said COUNTY of the CONTRACTOR'S Proposal filed with the COUNTY on April 14, 2022, hereby agrees to provide services as described in this Contract for On-Call Haul Truck Services Program (BRC0000255).

SECOND: This AGREEMENT, together with Exhibit A, Scope of Work; Exhibit B, Service Contract General Requirements; Exhibit C, Internal Revenue Service Notice 1015; Exhibit D, Safely Surrendered Baby Law Posters; Exhibit E, Defaulted Property Tax Reduction Program; Exhibit F, Performance Requirements Summary; Exhibit G, Sample Invoice; Exhibit H, Sample Closing Statement; Exhibit I, Sample Driver List; Exhibit J, Sample Haul Truck Summary; Exhibit K, Sample Fuel Adjustment Calculation; Exhibit L, Sample Payment Bond; Exhibit M, Subcontractors List for Federally Funded Jobs; the CONTRACTOR'S Proposal, all attached hereto; the Request for Proposals; and Addenda to the Request for Proposals, all of which are incorporated herein by reference, are agreed by the COUNTY and the CONTRACTOR to constitute the Contract.

THIRD: The COUNTY agrees, in consideration of satisfactory performance of the foregoing services in strict accordance with the Contract specifications to the satisfaction of the Director, to pay the CONTRACTOR pursuant to the Schedule of Prices set forth in the Proposal and attached hereto as Form PW-2. In no event will the COUNTY pay any and all Contractors providing service under this Program an aggregate annual amount not to exceed \$10 million or such greater amount as the Board may approve (Maximum Contract Sum).

FOURTH: The CONTRACTOR selection for work will be based on the CONTRACTOR'S ranking and established availability based on the criteria outlined in Part I, Section 4.E, Evaluation Criteria, of the Request for Proposals. Based on your company's final score, your company has been ranked seventh, out of a total of 10 contractors. The COUNTY will offer work to all CONTRACTORS on a rotating sequence, beginning with the highest evaluated CONTRACTOR. One call will be made, and the CONTRACTOR will have one hour to respond. In the event there is no answer, or the CONTRACTOR selected is not available or cannot perform the work within the COUNTY'S time frame, the COUNTY will then offer the work to the next CONTRACTOR in the rotation.

This process will be repeated with the remaining CONTRACTORS until a CONTRACTOR is found to be available and capable to accomplish the work. Once a

CONTRACTOR has been offered an assignment, that CONTRACTOR'S name is then rotated to the bottom of the rotation, whether the offer has been accepted or not. The CONTRACTORS will only be contacted again for work after each remaining CONTRACTOR on the list has, in order, been given an opportunity for the next job assignment.

FIFTH: This contract will be for a term of 1 year commencing upon Board's approval and execution by both parties and ending on October 31, 2023. The COUNTY shall have the sole option to renew this Contract term for up to three additional one-year periods and a six month-to-month extension, for a maximum total Contract term of 4 years and six months. Each such option shall be exercised at the sole discretion of the COUNTY. The COUNTY, acting through the Director, may give a written notice of intent to renew this Contract at least ten days prior to the end of each term. At the sole discretion of the COUNTY, in lieu of renewing the Contract for the full one year, this Contract may be renewed on a month-to-month basis, upon written notice to the CONTRACTOR at least ten days prior to the end of a term. The Director will provide a written notice of nonrenewal at least ten days before the last day of any term, in which case this Contract shall expire as of midnight on the last day of that term. Where all option years have been exercised, the Director will not provide a written notice of nonrenewal.

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

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

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

EIGHTH: In no event shall the aggregate total amount of compensation paid to any and all contractors under this Program exceed the amount of compensation authorized by the Board. Such aggregate total amount is the Maximum Contract Sum.

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

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

ELEVENTH: The Acting Director may adjust 20 percent of the hourly rate of compensation set forth in Form PW-2 (Schedule of Prices) based on the increase or decrease in the fuel price published in the Official Energy Statistics from the United States Department of Energy website at [http://tonto.eia.doe.gov/dnav/pet/pet\\_pri\\_gnd\\_dcus\\_sca\\_m.htm](http://tonto.eia.doe.gov/dnav/pet/pet_pri_gnd_dcus_sca_m.htm) or other County-approved website for Diesel (On-Highway) and Gasoline - All Grades (Regular) for California, at [http://tonto.eia.doe.gov/dnav/pet/pet\\_pri\\_prop\\_dcu\\_r50\\_m.htm](http://tonto.eia.doe.gov/dnav/pet/pet_pri_prop_dcu_r50_m.htm) or other County-approved website for Liquid Propane Gas (LPG) using West Coast (PADD 5) "Commercial/Institutional," and at [http://www.eere.energy.gov/afdc/price\\_report.html](http://www.eere.energy.gov/afdc/price_report.html) or other County-approved website for Compressed Natural Gas (CNG) Clean Cities Alternative Fuel Price Report, Table 5, Compressed Natural Gas Average Prices by Region from Clean Cities Sources "West Coast," as appropriate to the vehicle used, beginning on the month of this Contract's start date and thereafter at each successive one-month interval, which shall be the effective date for any such fuel adjustment. The percentage change in the fuel price shall be obtained using the fuel prices published on the month of the proposal submission date and the fuel price most recently published for the month of effective date of the adjustment. However, when the percentage increase or decrease in the fuel price is less than 5 percent, no fuel adjustment will be granted. In the event the fuel adjustment is granted, the fuel adjustment (increase or decrease) will be added to or subtracted from, as applicable, the hourly rate of compensation to establish the adjusted hourly rate of compensation. A sample calculation is included in Exhibit K. Public Works shall be permitted to audit the CONTRACTOR'S fuel usage, fuel costs, and fuel procurement methods for the vehicles used in providing these services and the CONTRACTOR shall provide records pertaining to its fuel costs upon the COUNTY'S request. CONTRACTOR shall immediately notify the COUNTY if the CONTRACTOR changes from purchasing fuel using Market Prices, to a long-term agreement for fuel purchases.

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

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

FOURTEENTH: A payment bond is required in a sum not less than \$100,000 payable to the COUNTY OF LOS ANGELES, executed by a corporate surety admitted to transact business as a surety insurer in the State of California (or by the surety's agent with a notarized copy of power of attorney). The admitted surety and its agent shall have sufficient bonding limitations to provide bonds in the amount required by this Contract. The bond shall be conditioned upon faithful performance of the terms and conditions of this Contract by CONTRACTOR in a manner that is satisfactory and acceptable to the COUNTY. If necessary, the bond shall be renewed in a timely manner to provide for continuing liability in the above amount notwithstanding any payment or recovery thereon. Subject to COUNTY conditions and approval, a Certificate of Deposit or an irrevocable Letter of Credit payable to the COUNTY upon demand and in a sum not less than \$100,000 may be acceptable. Failure by the CONTRACTOR to maintain the required security shall

constitute a material breach of contract upon which the COUNTY may immediately terminate or suspend this Contract.

The CONTRACTOR shall pay all security premiums, costs, and incidentals required to maintain the security during the entire Contract term, including renewals.

FIFTEENTH: This Contract constitutes the entire agreement between the COUNTY and the CONTRACTOR with respect to the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings. This CONTRACT may be signed by the parties hereto in separate counterparts, 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 Agreement.

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

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

COUNTY OF LOS ANGELES

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

APPROVED AS TO FORM:

DAWYN R. HARRISON  
Acting County Counsel

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

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

[NAME OF CONTRACTOR]

By \_\_\_\_\_  
Its President

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

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

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

AGREEMENT FOR  
ON-CALL HAUL TRUCK SERVICES PROGRAM (BRC0000255)

THIS AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2022, by and between the COUNTY OF LOS ANGELES, a subdivision of the State of California, a body corporate and politic (hereinafter referred to as COUNTY) and JLE BROKER, INC., a California Corporation, located at 5618 Borwick Avenue, South Gate, CA 90280 (hereinafter referred to as CONTRACTOR).

WITNESSETH

FIRST: The CONTRACTOR, for the consideration hereinafter set forth and the acceptance by the Board of Supervisors (Board) of said COUNTY of the CONTRACTOR'S Proposal filed with the COUNTY on April 14, 2022, hereby agrees to provide services as described in this Contract for On-Call Haul Truck Services Program (BRC0000255).

SECOND: This AGREEMENT, together with Exhibit A, Scope of Work; Exhibit B, Service Contract General Requirements; Exhibit C, Internal Revenue Service Notice 1015; Exhibit D, Safely Surrendered Baby Law Posters; Exhibit E, Defaulted Property Tax Reduction Program; Exhibit F, Performance Requirements Summary, Exhibit G, Sample Invoice; Exhibit H, Sample Closing Statement; Exhibit I, Sample Driver List; Exhibit J, Sample Haul Truck Summary; Exhibit K, Sample Fuel Adjustment Calculation; Exhibit L, Sample Payment Bond, Exhibit M, Subcontractors List for Federally Funded Jobs; the CONTRACTOR'S Proposal, all attached hereto; the Request for Proposals; and Addenda to the Request for Proposals, all of which are incorporated herein by reference, are agreed by the COUNTY and the CONTRACTOR to constitute the Contract.

THIRD: The COUNTY agrees, in consideration of satisfactory performance of the foregoing services in strict accordance with the Contract specifications to the satisfaction of the Director, to pay the CONTRACTOR pursuant to the Schedule of Prices set forth in the Proposal and attached hereto as Form PW-2. In no event will the COUNTY pay any and all Contractors providing service under this Program an aggregate annual amount not to exceed \$10 million or such greater amount as the Board may approve (Maximum Contract Sum).

FOURTH: The CONTRACTOR selection for work will be based on the CONTRACTOR'S ranking and established availability based on the criteria outlined in Part I, Section 4.E, Evaluation Criteria, of the Request for Proposals. Based on your company's final score, your company has been ranked eighth, out of a total of 10 contractors. The COUNTY will offer work to all CONTRACTORS on a rotating sequence, beginning with the highest evaluated CONTRACTOR. One call will be made, and the CONTRACTOR will have one hour to respond. In the event there is no answer, or the CONTRACTOR selected is not available or cannot perform the work within the COUNTY'S time frame, the COUNTY will then offer the work to the next CONTRACTOR in the rotation.

This process will be repeated with the remaining CONTRACTORS until a CONTRACTOR is found to be available and capable to accomplish the work. Once a

CONTRACTOR has been offered an assignment, that CONTRACTOR'S name is then rotated to the bottom of the rotation, whether the offer has been accepted or not. The CONTRACTORS will only be contacted again for work after each remaining CONTRACTOR on the list has, in order, been given an opportunity for the next job assignment.

FIFTH: This contract will be for a term of 1 year commencing upon Board's approval and execution by both parties and ending on October 31, 2023. The COUNTY shall have the sole option to renew this Contract term for up to three additional one-year periods and a six month-to-month extension, for a maximum total Contract term of 4 years and six months. Each such option shall be exercised at the sole discretion of the COUNTY. The COUNTY, acting through the Director, may give a written notice of intent to renew this Contract at least ten days prior to the end of each term. At the sole discretion of the COUNTY, in lieu of renewing the Contract for the full one year, this Contract may be renewed on a month-to-month basis, upon written notice to the CONTRACTOR at least ten days prior to the end of a term. The Director will provide a written notice of nonrenewal at least ten days before the last day of any term, in which case this Contract shall expire as of midnight on the last day of that term. Where all option years have been exercised, the Director will not provide a written notice of nonrenewal.

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

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

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

EIGHTH: In no event shall the aggregate total amount of compensation paid to any and all contractors under this Program exceed the amount of compensation authorized by the Board. Such aggregate total amount is the Maximum Contract Sum.

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

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



ELEVENTH: The Acting Director may adjust 20 percent of the hourly rate of compensation set forth in Form PW-2 (Schedule of Prices) based on the increase or decrease in the fuel price published in the Official Energy Statistics from the United States Department of Energy website at [http://tonto.eia.doe.gov/dnav/pet/pet\\_pri\\_gnd\\_dcus\\_sca\\_m.htm](http://tonto.eia.doe.gov/dnav/pet/pet_pri_gnd_dcus_sca_m.htm) or other County-approved website for Diesel (On-Highway) and Gasoline - All Grades (Regular) for California, at [http://tonto.eia.doe.gov/dnav/pet/pet\\_pri\\_prop\\_dcu\\_r50\\_m.htm](http://tonto.eia.doe.gov/dnav/pet/pet_pri_prop_dcu_r50_m.htm) or other County-approved website for Liquid Propane Gas (LPG) using West Coast (PADD 5) "Commercial/Institutional," and at [http://www.eere.energy.gov/afdc/price\\_report.html](http://www.eere.energy.gov/afdc/price_report.html) or other County-approved website for Compressed Natural Gas (CNG) Clean Cities Alternative Fuel Price Report, Table 5, Compressed Natural Gas Average Prices by Region from Clean Cities Sources "West Coast," as appropriate to the vehicle used, beginning on the month of this Contract's start date and thereafter at each successive one-month interval, which shall be the effective date for any such fuel adjustment. The percentage change in the fuel price shall be obtained using the fuel prices published on the month of the proposal submission date and the fuel price most recently published for the month of effective date of the adjustment. However, when the percentage increase or decrease in the fuel price is less than 5 percent, no fuel adjustment will be granted. In the event the fuel adjustment is granted, the fuel adjustment (increase or decrease) will be added to or subtracted from, as applicable, the hourly rate of compensation to establish the adjusted hourly rate of compensation. A sample calculation is included in Exhibit K. Public Works shall be permitted to audit the CONTRACTOR'S fuel usage, fuel costs, and fuel procurement methods for the vehicles used in providing these services and the CONTRACTOR shall provide records pertaining to its fuel costs upon the COUNTY'S request. CONTRACTOR shall immediately notify the COUNTY if the CONTRACTOR changes from purchasing fuel using Market Prices, to a long-term agreement for fuel purchases.

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

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

FOURTEENTH: A payment bond is required in a sum not less than \$100,000 payable to the COUNTY OF LOS ANGELES, executed by a corporate surety admitted to transact business as a surety insurer in the State of California (or by the surety's agent with a notarized copy of power of attorney). The admitted surety and its agent shall have sufficient bonding limitations to provide bonds in the amount required by this Contract. The bond shall be conditioned upon faithful performance of the terms and conditions of this Contract by CONTRACTOR in a manner that is satisfactory and acceptable to the COUNTY. If necessary, the bond shall be renewed in a timely manner to provide for continuing liability in the above amount notwithstanding any payment or recovery thereon. Subject to COUNTY conditions and approval, a Certificate of Deposit or an irrevocable Letter of Credit payable to the COUNTY upon demand and in a sum not less than \$100,000 may be acceptable. Failure by the CONTRACTOR to maintain the required security shall

constitute a material breach of contract upon which the COUNTY may immediately terminate or suspend this Contract.

The CONTRACTOR shall pay all security premiums, costs, and incidentals required to maintain the security during the entire Contract term, including renewals.

FIFTEENTH: This Contract constitutes the entire agreement between the COUNTY and the CONTRACTOR with respect to the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings. This CONTRACT may be signed by the parties hereto in separate counterparts, 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 Agreement.

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

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

COUNTY OF LOS ANGELES

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

APPROVED AS TO FORM:

DAWYN R. HARRISON  
Acting County Counsel

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

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

[NAME OF CONTRACTOR]

By \_\_\_\_\_  
Its President

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

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

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

AGREEMENT FOR  
ON-CALL HAUL TRUCK SERVICES PROGRAM (BRC0000255)

THIS AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2022, by and between the COUNTY OF LOS ANGELES, a subdivision of the State of California, a body corporate and politic (hereinafter referred to as COUNTY) and L.A.C. MOTOR ENTERPRISES, INC., a California Corporation, located at 700 East Route 66, #86, Glendora, CA 91740 (hereinafter referred to as CONTRACTOR).

WITNESSETH

FIRST: The CONTRACTOR, for the consideration hereinafter set forth and the acceptance by the Board of Supervisors (Board) of said COUNTY of the CONTRACTOR'S Proposal filed with the COUNTY on April 14, 2022, hereby agrees to provide services as described in this Contract for On-Call Haul Truck Services Program (BRC0000255).

SECOND: This AGREEMENT, together with Exhibit A, Scope of Work; Exhibit B, Service Contract General Requirements; Exhibit C, Internal Revenue Service Notice 1015; Exhibit D, Safely Surrendered Baby Law Posters; Exhibit E, Defaulted Property Tax Reduction Program; Exhibit F, Performance Requirements Summary; Exhibit G, Sample Invoice; Exhibit H, Sample Closing Statement; Exhibit I, Sample Driver List; Exhibit J, Sample Haul Truck Summary; Exhibit K, Sample Fuel Adjustment Calculation; Exhibit L, Sample Payment Bond; Exhibit M, Subcontractors List for Federally Funded Jobs; the CONTRACTOR'S Proposal, all attached hereto; the Request for Proposals; and Addenda to the Request for Proposals, all of which are incorporated herein by reference, are agreed by the COUNTY and the CONTRACTOR to constitute the Contract.

THIRD: The COUNTY agrees, in consideration of satisfactory performance of the foregoing services in strict accordance with the Contract specifications to the satisfaction of the Director, to pay the CONTRACTOR pursuant to the Schedule of Prices set forth in the Proposal and attached hereto as Form PW-2. In no event will the COUNTY pay any and all Contractors providing service under this Program an aggregate annual amount not to exceed \$10 million or such greater amount as the Board may approve (Maximum Contract Sum).

FOURTH: The CONTRACTOR selection for work will be based on the CONTRACTOR'S ranking and established availability based on the criteria outlined in Part I, Section 4.E, Evaluation Criteria, of the Request for Proposals. Based on your company's final score, your company has been ranked ninth, out of a total of 10 contractors. The COUNTY will offer work to all CONTRACTORS on a rotating sequence, beginning with the highest evaluated CONTRACTOR. One call will be made, and the CONTRACTOR will have one hour to respond. In the event there is no answer, or the CONTRACTOR selected is not available or cannot perform the work within the COUNTY'S time frame, the COUNTY will then offer the work to the next CONTRACTOR in the rotation.

This process will be repeated with the remaining CONTRACTORS until a CONTRACTOR is found to be available and capable to accomplish the work. Once a

CONTRACTOR has been offered an assignment, that CONTRACTOR'S name is then rotated to the bottom of the rotation, whether the offer has been accepted or not. The CONTRACTORS will only be contacted again for work after each remaining CONTRACTOR on the list has, in order, been given an opportunity for the next job assignment.

FIFTH: This contract will be for a term of 1 year commencing upon Board's approval and execution by both parties and ending on October 31, 2023. The COUNTY shall have the sole option to renew this Contract term for up to three additional one-year periods and a six month-to-month extension, for a maximum total Contract term of 4 years and six months. Each such option shall be exercised at the sole discretion of the COUNTY. The COUNTY, acting through the Director, may give a written notice of intent to renew this Contract at least ten days prior to the end of each term. At the sole discretion of the COUNTY, in lieu of renewing the Contract for the full one year, this Contract may be renewed on a month-to-month basis, upon written notice to the CONTRACTOR at least ten days prior to the end of a term. The Director will provide a written notice of nonrenewal at least ten days before the last day of any term, in which case this Contract shall expire as of midnight on the last day of that term. Where all option years have been exercised, the Director will not provide a written notice of nonrenewal.

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

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

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

EIGHTH: In no event shall the aggregate total amount of compensation paid to any and all contractors under this Program exceed the amount of compensation authorized by the Board. Such aggregate total amount is the Maximum Contract Sum.

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

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

ELEVENTH: The Acting Director may adjust 20 percent of the hourly rate of compensation set forth in Form PW-2 (Schedule of Prices) based on the increase or decrease in the fuel price published in the Official Energy Statistics from the United States Department of Energy website at [http://tonto.eia.doe.gov/dnav/pet/pet\\_pri\\_gnd\\_dcus\\_sca\\_m.htm](http://tonto.eia.doe.gov/dnav/pet/pet_pri_gnd_dcus_sca_m.htm) or other County-approved website for Diesel (On-Highway) and Gasoline - All Grades (Regular) for California, at [http://tonto.eia.doe.gov/dnav/pet/pet\\_pri\\_prop\\_dcu\\_r50\\_m.htm](http://tonto.eia.doe.gov/dnav/pet/pet_pri_prop_dcu_r50_m.htm) or other County-approved website for Liquid Propane Gas (LPG) using West Coast (PADD 5) "Commercial/Institutional," and at [http://www.eere.energy.gov/afdc/price\\_report.html](http://www.eere.energy.gov/afdc/price_report.html) or other County-approved website for Compressed Natural Gas (CNG) Clean Cities Alternative Fuel Price Report, Table 5, Compressed Natural Gas Average Prices by Region from Clean Cities Sources "West Coast," as appropriate to the vehicle used, beginning on the month of this Contract's start date and thereafter at each successive one-month interval, which shall be the effective date for any such fuel adjustment. The percentage change in the fuel price shall be obtained using the fuel prices published on the month of the proposal submission date and the fuel price most recently published for the month of effective date of the adjustment. However, when the percentage increase or decrease in the fuel price is less than 5 percent, no fuel adjustment will be granted. In the event the fuel adjustment is granted, the fuel adjustment (increase or decrease) will be added to or subtracted from, as applicable, the hourly rate of compensation to establish the adjusted hourly rate of compensation. A sample calculation is included in Exhibit K. Public Works shall be permitted to audit the CONTRACTOR'S fuel usage, fuel costs, and fuel procurement methods for the vehicles used in providing these services and the CONTRACTOR shall provide records pertaining to its fuel costs upon the COUNTY'S request. CONTRACTOR shall immediately notify the COUNTY if the CONTRACTOR changes from purchasing fuel using Market Prices, to a long-term agreement for fuel purchases.

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

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

FOURTEENTH: A payment bond is required in a sum not less than \$100,000 payable to the COUNTY OF LOS ANGELES, executed by a corporate surety admitted to transact business as a surety insurer in the State of California (or by the surety's agent with a notarized copy of power of attorney). The admitted surety and its agent shall have sufficient bonding limitations to provide bonds in the amount required by this Contract. The bond shall be conditioned upon faithful performance of the terms and conditions of this Contract by CONTRACTOR in a manner that is satisfactory and acceptable to the COUNTY. If necessary, the bond shall be renewed in a timely manner to provide for continuing liability in the above amount notwithstanding any payment or recovery thereon. Subject to COUNTY conditions and approval, a Certificate of Deposit or an irrevocable Letter of Credit payable to the COUNTY upon demand and in a sum not less than \$100,000 may be acceptable. Failure by the CONTRACTOR to maintain the required security shall

constitute a material breach of contract upon which the COUNTY may immediately terminate or suspend this Contract.

The CONTRACTOR shall pay all security premiums, costs, and incidentals required to maintain the security during the entire Contract term, including renewals.

FIFTEENTH: This Contract constitutes the entire agreement between the COUNTY and the CONTRACTOR with respect to the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings. This CONTRACT may be signed by the parties hereto in separate counterparts, 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 Agreement.

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

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

COUNTY OF LOS ANGELES

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

APPROVED AS TO FORM:

DAWYN R. HARRISON  
Acting County Counsel

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

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

[NAME OF CONTRACTOR]

By \_\_\_\_\_  
Its President

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

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

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



AGREEMENT FOR  
ON-CALL HAUL TRUCK SERVICES PROGRAM (BRC0000255)

THIS AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2022, by and between the COUNTY OF LOS ANGELES, a subdivision of the State of California, a body corporate and politic (hereinafter referred to as COUNTY) and L. CURTI TRUCK & EQUIPMENT, a California Corporation, located at 201 West Fourth Street, Claremont, CA 91711 (hereinafter referred to as CONTRACTOR).

WITNESSETH

FIRST: The CONTRACTOR, for the consideration hereinafter set forth and the acceptance by the Board of Supervisors (Board) of said COUNTY of the CONTRACTOR'S Proposal filed with the COUNTY on April 14, 2022, hereby agrees to provide services as described in this Contract for On-Call Haul Truck Services Program (BRC0000255).

SECOND: This AGREEMENT, together with Exhibit A, Scope of Work; Exhibit B, Service Contract General Requirements; Exhibit C, Internal Revenue Service Notice 1015; Exhibit D, Safely Surrendered Baby Law Posters; Exhibit E, Defaulted Property Tax Reduction Program; Exhibit F, Performance Requirements Summary; Exhibit G, Sample Invoice; Exhibit H, Sample Closing Statement; Exhibit I, Sample Driver List; Exhibit J, Sample Haul Truck Summary; Exhibit K, Sample Fuel Adjustment Calculation; Exhibit L, Sample Payment Bond; Exhibit M, Subcontractors List for Federally Funded Jobs; the CONTRACTOR'S Proposal, all attached hereto; the Request for Proposals; and Addenda to the Request for Proposals, all of which are incorporated herein by reference, are agreed by the COUNTY and the CONTRACTOR to constitute the Contract.

THIRD: The COUNTY agrees, in consideration of satisfactory performance of the foregoing services in strict accordance with the Contract specifications to the satisfaction of the Director, to pay the CONTRACTOR pursuant to the Schedule of Prices set forth in the Proposal and attached hereto as Form PW-2. In no event will the COUNTY pay any and all Contractors providing service under this Program an aggregate annual amount not to exceed \$10 million or such greater amount as the Board may approve (Maximum Contract Sum).

FOURTH: The CONTRACTOR selection for work will be based on the CONTRACTOR'S ranking and established availability based on the criteria outlined in Part I, Section 4.E, Evaluation Criteria, of the Request for Proposals. Based on your company's final score, your company has been ranked tenth, out of a total of 10 contractors. The COUNTY will offer work to all CONTRACTORS on a rotating sequence, beginning with the highest evaluated CONTRACTOR. One call will be made, and the CONTRACTOR will have one hour to respond. In the event there is no answer, or the CONTRACTOR selected is not available or cannot perform the work within the COUNTY'S time frame, the COUNTY will then offer the work to the next CONTRACTOR in the rotation.

This process will be repeated with the remaining CONTRACTORS until a CONTRACTOR is found to be available and capable to accomplish the work. Once a

CONTRACTOR has been offered an assignment, that CONTRACTOR'S name is then rotated to the bottom of the rotation, whether the offer has been accepted or not. The CONTRACTORS will only be contacted again for work after each remaining CONTRACTOR on the list has, in order, been given an opportunity for the next job assignment.

FIFTH: This contract will be for a term of 1 year commencing upon Board's approval and execution by both parties and ending on October 31, 2023. The COUNTY shall have the sole option to renew this Contract term for up to three additional one-year periods and a six month-to-month extension, for a maximum total Contract term of 4 years and six months. Each such option shall be exercised at the sole discretion of the COUNTY. The COUNTY, acting through the Director, may give a written notice of intent to renew this Contract at least ten days prior to the end of each term. At the sole discretion of the COUNTY, in lieu of renewing the Contract for the full one year, this Contract may be renewed on a month-to-month basis, upon written notice to the CONTRACTOR at least ten days prior to the end of a term. The Director will provide a written notice of nonrenewal at least ten days before the last day of any term, in which case this Contract shall expire as of midnight on the last day of that term. Where all option years have been exercised, the Director will not provide a written notice of nonrenewal.

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

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

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

EIGHTH: In no event shall the aggregate total amount of compensation paid to any and all contractors under this Program exceed the amount of compensation authorized by the Board. Such aggregate total amount is the Maximum Contract Sum.

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

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

ELEVENTH: The Acting Director may adjust 20 percent of the hourly rate of compensation set forth in Form PW-2 (Schedule of Prices) based on the increase or decrease in the fuel price published in the Official Energy Statistics from the United States Department of Energy website at [http://tonto.eia.doe.gov/dnav/pet/pet\\_pri\\_gnd\\_dcus\\_sca\\_m.htm](http://tonto.eia.doe.gov/dnav/pet/pet_pri_gnd_dcus_sca_m.htm) or other County-approved website for Diesel (On-Highway) and Gasoline - All Grades (Regular) for California, at [http://tonto.eia.doe.gov/dnav/pet/pet\\_pri\\_prop\\_dcu\\_r50\\_m.htm](http://tonto.eia.doe.gov/dnav/pet/pet_pri_prop_dcu_r50_m.htm) or other County-approved website for Liquid Propane Gas (LPG) using West Coast (PADD 5) "Commercial/Institutional," and at [http://www.eere.energy.gov/afdc/price\\_report.html](http://www.eere.energy.gov/afdc/price_report.html) or other County-approved website for Compressed Natural Gas (CNG) Clean Cities Alternative Fuel Price Report, Table 5, Compressed Natural Gas Average Prices by Region from Clean Cities Sources "West Coast," as appropriate to the vehicle used, beginning on the month of this Contract's start date and thereafter at each successive one-month interval, which shall be the effective date for any such fuel adjustment. The percentage change in the fuel price shall be obtained using the fuel prices published on the month of the proposal submission date and the fuel price most recently published for the month of effective date of the adjustment. However, when the percentage increase or decrease in the fuel price is less than 5 percent, no fuel adjustment will be granted. In the event the fuel adjustment is granted, the fuel adjustment (increase or decrease) will be added to or subtracted from, as applicable, the hourly rate of compensation to establish the adjusted hourly rate of compensation. A sample calculation is included in Exhibit K. Public Works shall be permitted to audit the CONTRACTOR'S fuel usage, fuel costs, and fuel procurement methods for the vehicles used in providing these services and the CONTRACTOR shall provide records pertaining to its fuel costs upon the COUNTY'S request. CONTRACTOR shall immediately notify the COUNTY if the CONTRACTOR changes from purchasing fuel using Market Prices, to a long-term agreement for fuel purchases.

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

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

FOURTEENTH: A payment bond is required in a sum not less than \$100,000 payable to the COUNTY OF LOS ANGELES, executed by a corporate surety admitted to transact business as a surety insurer in the State of California (or by the surety's agent with a notarized copy of power of attorney). The admitted surety and its agent shall have sufficient bonding limitations to provide bonds in the amount required by this Contract. The bond shall be conditioned upon faithful performance of the terms and conditions of this Contract by CONTRACTOR in a manner that is satisfactory and acceptable to the COUNTY. If necessary, the bond shall be renewed in a timely manner to provide for continuing liability in the above amount notwithstanding any payment or recovery thereon. Subject to COUNTY conditions and approval, a Certificate of Deposit or an irrevocable Letter of Credit payable to the COUNTY upon demand and in a sum not less than \$100,000 may be acceptable. Failure by the CONTRACTOR to maintain the required security shall

constitute a material breach of contract upon which the COUNTY may immediately terminate or suspend this Contract.

The CONTRACTOR shall pay all security premiums, costs, and incidentals required to maintain the security during the entire Contract term, including renewals.

FIFTEENTH: This Contract constitutes the entire agreement between the COUNTY and the CONTRACTOR with respect to the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings. This CONTRACT may be signed by the parties hereto in separate counterparts, 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 Agreement.

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

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

COUNTY OF LOS ANGELES

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

APPROVED AS TO FORM:

DAWYN R. HARRISON  
Acting County Counsel

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

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

[NAME OF CONTRACTOR]

By \_\_\_\_\_  
Its President

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

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

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



**PROPOSERS' UTILIZATION PARTICIPATION AND COMMUNITY BUSINESS ENTERPRISE PROGRAM INFORMATION FOR  
ON-CALL HAUL TRUCK SERVICES PROGRAM**

**SELECTED FIRMS**

<b>Small-Sized Business Category Proposer Name</b>	<b>Local SBE</b>	<b>SBE</b>	<b>Minority</b>	<b>Women</b>	<b>Disadvantaged</b>	<b>DisabledVet</b>	<b>LGBTQQ</b>
M.A.D Transportation, Inc.	N/A	N/A	N/A	N/A	N/A	N/A	N/A
April's Dispatch, LLC.	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Titan Disposal Company, Inc.	✓	✓	N/A	N/A	N/A	N/A	N/A
Reynaga Transportation, Inc.	✓	✓	✓	N/A	✓	N/A	N/A
T&M Projects, Inc.	✓	✓	N/A	✓	N/A	N/A	N/A
ABT Transport and Equipment	✓	✓	N/A	N/A	N/A	N/A	N/A
JLE Broker, Inc.	N/A	N/A	N/A	N/A	N/A	N/A	N/A
L.A.C. Motors Enterprises, Inc.	✓	✓	✓	✓	✓	N/A	N/A
L. Curti Truck and Equipment	✓	✓	N/A	✓	N/A	N/A	N/A
<b>Medium-Sized Business Category Proposer Name</b>							
Miranda Logistics Enterprise, Inc.	✓	✓	N/A	N/A	N/A	N/A	N/A
<b>Large-Sized Business Category Proposer Name</b>							
None	N/A	N/A	N/A	N/A	N/A	N/A	N/A

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

PROPOSERS' UTILIZATION PARTICIPATION AND COMMUNITY BUSINESS ENTERPRISE PROGRAM INFORMATION FOR ON-CALL HAUL TRUCK SERVICES PROGRAM											
<b>FIRM INFORMATION*</b>	M.A.D. Transportation, Inc.	April's Dispatch, LLC.	Titan Disposal Company, Inc.	Reynaga Transportation, Inc.	T&M Projects, Inc.	ABT Transport and Equipment	Miranda Logistics Enterprise, Inc.	JLE Broker, Inc.	L.A.C. Motor Enterprises, Inc.	L. Curti Truck and Equipment	
<b>BUSINESS STRUCTURE</b>	Corporation	Limited Liability Company	Corporation	Corporation	Corporation	Corporation	Corporation	Corporation	Corporation	Corporation	
<b>CULTURAL/ETHNIC COMPOSITION</b>	<b>NUMBER/% OF OWNERSHIP</b>										
<b>OWNERS/PARTNERS</b>	Black/African American	0	0	1/100%	0	0	0	0	0	0	0
	Hispanic/Latino	2/50%	1/100%	0	3/100%	0	2/100%	2/100%	1/100%	1/100%	0
	Asian or Pacific Islander	0	0	0	0	0	0	0	0	0	0
	American Indian	0	0	0	0	0	0	0	0	0	0
	Filipino	0	0	0	0	0	0	0	0	0	0
	White	2/50%	0	0	0	1/100%	0	0	0	0	0
	Female (included above)	0	1	0	1	1	0	1	0	1	0
<b>MANAGER</b>	<b>NUMBER</b>										
	Black/African American	0	0	1	0	0	0	0	0	0	0
	Hispanic/Latino	0	0	0	0	1	0	3	1	2	0
	Asian or Pacific Islander	0	0	1	0	0	0	0	0	0	0
	American Indian	0	0	0	0	0	0	0	0	0	0
	Filipino	0	0	0	0	0	0	0	0	0	0
	White	0	0	0	0	2	0	1	0	1	0
Female (included above)	0	0	1	0	0	0	1	1	2	0	
<b>STAFF</b>	Black/African American	0	0	2	0	2	0	0	0	0	0
	Hispanic/Latino	0	0	2	0	4	2	29	18	4	5
	Asian or Pacific Islander	0	0	1	0	0	0	0	0	0	0
	American Indian	0	0	0	0	0	0	0	0	0	0
	Filipino	0	0	0	0	0	0	0	0	0	0
	White	0	0	0	0	1	1	0	0	0	0
	Female (included above)	0	0	0	0	2	0	0	1	1	2
Total No. of Employees	4	1	8	3	12	5	34	20	9	2	
<b>COUNTY CERTIFICATION</b>											
CBE	No	No	Yes	Yes	Yes	No	Yes	No	Yes	Yes	
LSBE	No	No	Yes	Yes	Yes	Yes	Yes	No	Yes	Yes	
<b>OTHER CERTIFYING AGENCY</b>	No	No	No	No	No	No	No	No	No	No	

\*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. \*\*Rush Truck Centers of California, Inc. is a publicly traded company with shareholders that cannot be defined by ethnic background.





(/LACoBids/)

[lacounty.gov](http://lacounty.gov)
[Home \(/LACoBids/\)](#) / [Admin \(/LACoBids/Admin\)](#) / [Open Solicitations \(/LACoBids/Admin/BidList\)](#)

## + Solicitation Detail

<b>Solicitation Number:</b>	PW-BRCD073		
<b>Title:</b>	On-Call Haul Truck Services Program (BRC0000255)		
<b>Department:</b>	Public Works		
<b>Bid Type:</b>	Service	<b>Bid Amount:</b>	\$10,000,000.00
<b>Commodity:</b>	HAULING SERVICES		
<b>Description:</b>	<p>NOTICE OF REQUEST FOR PROPOSALS FOR ON-CALL HAUL TRUCK SERVICES PROGRAM (BRC0000255)</p> <p>PLEASE TAKE NOTICE that Public Works requests proposals for the On-Call Haul Truck Services Program (BRC0000255). This program has been designed to have a potential maximum program term of 4 years, consisting of an initial 1 year term and potential additional three 1-year option renewals. The total annual program amount of this service is estimated to be \$10,000,000. The County may award up to 10 Contracts under this program to Proposers whose proposals are rated the highest in accordance to Part I, Section 4.E, Evaluation Criteria. The Request for Proposals (RFP) with contract specifications, forms, and instructions for preparing and submitting proposals may be accessed at <a href="http://pw.lacounty.gov/brcd/servicecontracts/">http://pw.lacounty.gov/brcd/servicecontracts/</a> or may be requested from Mr. Jairo Flores at (626) 458-4069 or <a href="mailto:jflores@pw.lacounty.gov">jflores@pw.lacounty.gov</a>, or Ms. Jessica Dunn at (626) 458-4169 or <a href="mailto:jdunn@pw.lacounty.gov">jdunn@pw.lacounty.gov</a>, Monday through Thursday, 7 a.m. to 5 p.m.</p> <p>PLEASE CHECK THE WEBSITE FREQUENTLY FOR ANY CHANGES TO THIS SOLICITATION. ALL ADDENDA AND INFORMATIONAL UPDATES WILL BE POSTED AT <a href="http://pw.lacounty.gov/brcd/servicecontracts">http://pw.lacounty.gov/brcd/servicecontracts</a>.</p> <p>"Do Business with Public Works" Website Registration</p> <p>All interested proposers for this RFP are strongly encouraged to register at <a href="http://pw.lacounty.gov/general/contracts/opportunities/">http://pw.lacounty.gov/general/contracts/opportunities/</a>. Only those firms registered for this</p>		

RFP through the website will receive automatic notification when any update to this RFP is made. The County does not have an obligation to notify any proposers other than through the Public Works website's automatic notification system.

Doing Business with Local Small Business Enterprise, Disabled Veteran Business Enterprise, and Social Enterprise

The County strongly encourages participation from firms, primes, and subcontractors, which are certified in the County's Local Small Business Enterprise (LSBE), Disabled Veteran Business Enterprise (DVBE), and Social Enterprise (SE) Preference Programs. The County's LSBE, DVBE, and SE Preference Programs require firms to complete a certification process to receive certain benefits allowed only for LSBE, DVBE, and SE, such as a 15 percent price preference, not to exceed \$150,000, when applicable, and LSBE Prompt Payment Program. The following link provides additional information on being County certified LSBE, DVBE, and SE: <http://dcba.lacounty.gov>.

**Minimum Mandatory Requirements:** At the time of proposal submission, proposers must meet all minimum mandatory requirements set forth in the RFP documents including, but not limited to:

1. Proposer or its managing employee must have a minimum of 3 years of experience as a truck operator or a haul truck broker.
2. Proposer must submit Form PW-20, Truck and Driver List, with their planned list of 20 trucks with drivers available to perform work under this contract.
3. Proposer must submit a Bid Guarantee in the amount of \$2,000 with the proposal at the time of proposal submission. The successful contractors will be required to provide a payment bond.
4. The contracted work in this RFP constitutes "public works" as defined in the California Labor Code Section 1720, requiring payment of prevailing wages pursuant to Section 13, Prevailing Wages, of the RFP. Proposer and its subcontractors performing prevailing wage work must submit proof of a valid and active State of California Department of Industrial Relations Public Works Contractor Registration pursuant to Labor Code 1725.5. Pending registrations will not be accepted.

There will be no proposers' conference held for this solicitation. The deadline to submit written questions for a response is Monday, March 28, 2022, at 5:30 p.m. Please direct your questions to Mr. Flores or Ms. Dunn. The deadline to submit proposals is Thursday, April 14, 2022, at 5:30 p.m.

#### IMPORTANT NOTICE

Submission of proposals will only be accepted electronically using BidExpress or electronic

proposals via Universal Serial Bus drive or compact disk to the Cashier's Office in Public Works Headquarters located on the Mezzanine Floor, 900 South Fremont Avenue, Alhambra, California 91803. Submission of hard copy proposals will not be accepted.

**PROPOSALS MUST BE SUBMITTED ELECTRONICALLY USING THE FOLLOWING METHOD:**

**Electronic Submission of Proposals**


In lieu of submitting electronic proposals to the cashier's office, you may submit proposals electronically on [www.bidexpress.com](http://www.bidexpress.com), a secure online bidding service website.

To submit your proposals electronically, register with BidExpress, by the due date above. A new registration page must be signed, notarized, and received by BidExpress Customer Support for processing before the due date. There is a nominal service fee to use BidExpress.

Please note, each upload of file in BidExpress is limited to 10 MB per file up to 50 files for a total of 500 MB. Proposers shall plan ahead and allow sufficient time to account for the file size limitation before the proposal submission deadline to complete the uploading of proposal files. If proposer submits a proposal through BidExpress, proposer should not send hard copies, compact disks, or any other materials to the County via mail.

Proposals received after the closing date and time specified in this RFP will be rejected by Public Works as nonresponsive.

Less

<b>Open Day:</b>	3/24/2022	<b>Close Date:</b>	4/14/2022 5:30:00 PM
<b>Contact Name:</b>	Jairo Flores	<b>Contact Phone:</b>	(626) 458-4069
<b>Contact Email:</b>	jflores@dpw.lacounty.gov		
<b>Last Changed On:</b>	3/24/2022 8:55:49 AM		
<b>Attachment File (0) :</b>	 <a href="#">Click here to download attachment files.</a>		

[Update \(/LACoBids/Admin/UpdateBid/MTc1MTYzMzIOMjI5\)](#)



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# BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

<b>CLUSTER AGENDA REVIEW DATE</b>	10/19/2022	
<b>BOARD MEETING DATE</b>	11/1/2022	
<b>SUPERVISORIAL DISTRICT AFFECTED</b>	<input type="checkbox"/> All <input checked="" type="checkbox"/> 1 <sup>st</sup> <input checked="" type="checkbox"/> 2 <sup>nd</sup> <input type="checkbox"/> 3 <sup>rd</sup> <input checked="" type="checkbox"/> 4 <sup>th</sup> <input checked="" type="checkbox"/> 5 <sup>th</sup>	
<b>DEPARTMENT(S)</b>	Public Works	
<b>SUBJECT</b>	Watershed Conservation Authority (WCA) Fiscal Year 2022-23 Annual Budget	
<b>PROGRAM</b>	Joint Powers Agreement between the Los Angeles County Flood Control District (District) and the San Gabriel and Lower Los Angeles Rivers and Mountains Conservancy (RMC).	
<b>AUTHORIZES DELEGATED AUTHORITY TO DEPT</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
<b>SOLE SOURCE CONTRACT</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why: NA	
<b>DEADLINES/ TIME CONSTRAINTS</b>	While not urgent, this Board agenda item is a priority since the WCA is not allowed to make or receive payments until there is an adopted annual budget.	
<b>COST &amp; FUNDING</b>	Total cost: \$25,500	Funding source: FY 2022-23 Flood Fund
	TERMS (if applicable): None.	
	Explanation: There will be no impact to the County General Fund.	
<b>PURPOSE OF REQUEST</b>	Adopt a resolution approving the WCA's Fiscal Year 2022-23 Budget; and authorize the Chief Engineer of the District to contribute \$25,500 to WCA.	
<b>BACKGROUND (include internal/external issues that may exist including any related motions)</b>	<p>On April 24, 2003, the Board executed the Joint Exercise of Powers Agreement (JPA). As part of the JPA requirements, the WCA must adopt an annual budget and submit it to the governing bodies of the RMC and the District for approval. The JPA also allows for the District to make an annual contribution not to exceed \$25,000 to WCA, plus \$500 per annum, to cover the costs of mailing notices and other required expenditures.</p> <p>The WCA's FY 2022-23 budget was adopted by the WCA's Board on June 16, 2022, and RMC's Board on June 20, 2022.</p>	
<b>EQUITY INDEX OR LENS WAS UTILIZED</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:	
<b>SUPPORTS ONE OF THE NINE BOARD PRIORITIES</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please state which one(s) and explain how: The District's annual contribution to the WCA will support Board Priority #7: Sustainability. The JPA facilitates the development and implementation of mutual projects' interest, which aim to improve open space and recreational opportunities for conservation, restoration, and environmental enhancement of the San Gabriel and Lower Los Angeles Rivers Watershed area, in line with the priority focus to make the County healthier, more livable, and more equitable.	
<b>DEPARTMENTAL CONTACTS</b>	Name, Title, Phone # & Email: Keith A. Lilley, Deputy Director, (626) 458-4012, <a href="mailto:klilley@pw.lacounty.gov">klilley@pw.lacounty.gov</a>	



MARK PESTRELLA, Director

# COUNTY OF LOS ANGELES

## DEPARTMENT OF PUBLIC WORKS

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

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

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

IN REPLY PLEASE  
REFER TO FILE: **SWP-4**

November 1, 2022

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

Dear Supervisors:

**WATER RESOURCES CORE SERVICE AREA  
WATERSHED CONSERVATION AUTHORITY  
FISCAL YEAR 2022-23 ANNUAL BUDGET  
(SUPERVISORIAL DISTRICTS 1, 2, 4, AND 5)  
(3 VOTES)**

**SUBJECT**

Public Works is seeking Board approval of the Watershed Conservation Authority's annual budget for Fiscal Year 2022-23 and for the Los Angeles County Flood Control District to contribute \$25,500 to the Watershed Conservation Authority to continue the development and implementation of multiuse projects. These projects will expand and improve the open space and recreational opportunities for the conservation, restoration, and environmental enhancement of the San Gabriel and Lower Los Angeles Rivers Watersheds consistent with the goals of flood protection, groundwater recharge, and water conservation.

**IT IS RECOMMENDED THAT THE BOARD ACTING AS THE GOVERNING BODY OF  
THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT:**

1. Find that the proposed actions are not a project under the California Environmental Quality Act for the reasons stated in this Board letter and the record.
2. Approve the Fiscal Year 2022-23 Budget for the Watershed Conservation Authority.

3. Authorize the Chief Engineer of the Los Angeles County Flood Control District or his designee to contribute \$25,500 to the Watershed Conservation Authority.

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

The purpose of the recommended actions is to approve the Watershed Conservation Authority (WCA) annual budget for Fiscal Year (FY) 2022-23 (Enclosure A) and approve a contribution by the Los Angeles County Flood Control District (District) to the WCA for FY 2022-23 in the amount of \$25,500. The Board's approval will allow the WCA to commence receipt and disbursements of funds in conformance with the adopted budget.

### **Background**

The WCA is a joint powers agency comprised of the San Gabriel and Lower Los Angeles Rivers and Mountains Conservancy (RMC) and the District. The Joint Powers Agreement that created the WCA was approved by the Board on April 1, 2003, Synopsis 34 (Enclosure B). Creation of the WCA was authorized pursuant to the Joint Exercise of Powers Act, Government Code, Section 6500, et. seq. The role of the WCA is to facilitate the development and implementation of a comprehensive program to improve open space and recreational opportunities within the San Gabriel and Lower Los Angeles Rivers Watershed that are consistent with the District's objectives of flood protection, groundwater recharge, and water conservation. The WCA is also empowered to acquire and protect lands for watershed protection, conservation, natural open space, and recreational purposes consistent with those objectives.

The terms of the Agreement require the WCA to adopt an annual budget and submit it to the governing boards of the District and RMC for approval and prohibits the WCA from disbursing any funds except pursuant to a budget that has been approved by the District and RMC.

The Agreement and its Amendment (Enclosure A) also provide for the District and RMC to each make annual contributions to the WCA, not to exceed \$25,500 for the District and not to exceed \$50,500 for the RMC.

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

These recommendations support the County Strategic Plan: Strategy II.2, Support the Wellness of our Communities and Objective II.2.2, Expand Access to Recreational and Cultural Opportunities. The recommended actions promote collaborating across jurisdictions and developing partnerships to effectively manage and leverage resources.

### **FISCAL IMPACT/FINANCING**

There will be no impact to the County General Fund.

The proposed projects and other expenditures identified in the budget (Enclosure B) will be funded by rental income from leases of WCA property and various grants awarded to the WCA in addition to the District and RMC contributions. Approval of the budget will enable the WCA to commence and continue implementing projects of mutual interest to the District and RMC.

Sufficient funds to cover the District's contribution are included in the FY 2022-23 Flood Fund Budget (B07-Other Charges).

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

The WCA budget for FY 2022-23 has been adopted by the governing board of the WCA and approved by the governing board of the RMC. Copies of the WCA and RMC Resolutions are included in Enclosure B (Resolution Nos. 2022-26 and 2022-23, respectively).

### **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 would create a government funding mechanism that does not involve any commitment to a specific project that may result in a potentially significant physical impact on the environment.

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

Approving the recommended actions will not have an impact on County services or projects currently planned. The District will benefit from this action through the sustained operation of the WCA and its development of projects of mutual interest.



The Honorable Board of Supervisors  
November 1, 2022  
Page 4

**CONCLUSION**

Please return an adopted copy of this letter to Public Works, Stormwater Planning Division.

Respectfully submitted,

MARK PESTRELLA, PE  
Director of Public Works

MP:CH:le

Enclosures

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



JAMES A. NOYES, Director

# COUNTY OF LOS ANGELES

## → DEPARTMENT OF PUBLIC WORKS

900 SOUTH FREMONT AVENUE  
ALHAMBRA, CALIFORNIA 91803-1331  
Telephone: (626) 458-5100  
www.ladpw.org

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

March 6, 2003

IN REPLY PLEASE  
REFER TO FILE: WM-6

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

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

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APR 01 2003

*Violet Varona Lukens*  
VIOLET VARONA-LUKENS  
EXECUTIVE OFFICER

Dear Supervisors:

**WATER CONSERVATION AUTHORITY  
JOINT EXERCISE OF POWERS AGREEMENT  
SUPERVISORIAL DISTRICTS 1, 2, 4, AND 5  
3 VOTES**

**IT IS RECOMMENDED THAT YOUR BOARD, ACTING AS THE GOVERNING BODY OF  
THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT:**

Approve and sign the enclosed Water Conservation Authority Joint Exercise of Powers Agreement.

**PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The San Gabriel and Lower Los Angeles Rivers and Mountains Conservancy (RMC) proposes to enter into a Joint Powers Agreement with the Los Angeles County Flood Control District to create a new Joint Powers Authority (JPA) to pursue projects of mutual interest.

The JPA will facilitate development and implementation of a more comprehensive program to improve open space and recreational opportunities for conservation, restoration, and environmental enhancement of the San Gabriel and Lower Los Angeles Rivers watershed area consistent with the goals of flood protection, water supply, groundwater recharge, and water conservation. The JPA would also contemplate acquisition and protection of lands for watershed protection, conservation, natural open space, and recreational purposes. This program is consistent with the RMC's San Gabriel and Los Angeles Rivers Watershed and Open Space Plan approved by your Board on May 14, 2002. This program will also

The Honorable Board of Supervisors  
March 6, 2003  
Page 2

facilitate the RMC's funding of projects identified in the Los Angeles and San Gabriel Rivers Master Plans. This collaborative effort should foster partnerships needed to more efficiently manage the maintenance, security, and liability aspects associated with implementing these projects.

It is proposed that the governing board of the JPA consist of four members from the RMC Board and four members of the Board of Supervisors or their designees from Supervisorial Districts 1, 2, 4, and 5. The Director of Public Works would serve as a nonvoting ex-officio member of the governing board. It is anticipated that the governing board will be filled immediately after the JPA is approved by your Board.

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

This action meets the County Strategic Plan Goal of Fiscal Responsibility by developing a partnership to effectively manage our resources and Organizational Effectiveness due to cross jurisdictional collaboration.

### **FISCAL IMPACT/FINANCING**

This program will facilitate the RMC's ability to award State dollars to fund projects of mutual interests.

The agreement provides for both parties to make monetary contributions to the JPA. The District's contribution shall not exceed \$25,000 in any fiscal year, plus \$500 per annum to cover costs of mailing notices and other required expenditures. The agreement also provides for the mutual exchange of services by the parties without payment of any consideration other than those services provided by the other party. The funds will come from the Flood Fund.

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

The agreement is authorized pursuant to the Joint Exercise of Powers Act (Government Code 6500 et seq.)

### **ENVIRONMENTAL DOCUMENTATION**

Approving the Joint Powers Agreement is not an action subject to the provisions of the California Environmental Quality Act (CEQA) in that it can be seen with certainty that the Joint Powers Agreement will not result in a direct or reasonably foreseeable indirect physical change in the environment [Section 15061(b)(3) of the State CEQA guidelines].

The Honorable Board of Supervisors  
March 6, 2003  
Page 3

Approving this Joint Powers Agreement will have no environmental impact. Any project that may be proposed under the JPA and pursued for construction or implementation will undergo the appropriate environmental review.

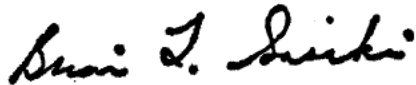
**IMPACT ON CURRENT SERVICES (OR PROJECTS)**

Approval of this Joint Powers Agreement would not have a significant negative impact on the current level of services provided by the District or by the County of Los Angeles.

**CONCLUSION**

Please return three approved copies of the Joint Powers Agreement and three copies of this letter to Public Works.


Respectfully submitted,

— 

JAMES A. NOYES  
Director of Public Works

TSS:sv  
P:\WMPUB\ISGR Watershed\HOA\_167220\_1brdltr.wpd

Enc.

 cc: Chief Administrative Office  
County Counsel (Yanai)  
Department of Regional Planning  
Department of Parks and Recreation  
Rivers and Mountains Conservancy

bc: Watershed Management (Schales)

**WATERSHED CONSERVATION AUTHORITY  
JOINT EXERCISE OF POWERS AGREEMENT**

**PREAMBLE**

*Whereas*, The San Gabriel and Lower Los Angeles Rivers and Mountains Conservancy was established in 1999 to acquire and manage public lands within the Lower Los Angeles River and San Gabriel River watersheds, and to provide open space, low impact recreational and educational uses, water conservation, watershed improvement, wildlife and habitat restoration and protection; and

*Whereas*, The Los Angeles County Flood Control District is a flood control district, the objects and purposes of which are to provide for the control and conservation of the flood, storm and other waste waters of said district, to conserve such waters for beneficial and useful purposes and to protect from damage from such flood or storm waters, the harbors, waterways, public highways and property in said district.

*Whereas*, The Los Angeles County Flood Control District is further authorized to provide, by agreement with other public agencies or private persons or entities, for the recreational use of the lands, facilities, and works of such district which shall not interfere, or be inconsistent, with the primary use and purpose of such lands, facilities, and works for flood control and water conservation, and to preserve, enhance, and add recreational features to its properties for the protection, preservation, and use of the scenic beauty and natural environment; Now

*Therefore*, Pursuant to the Joint Exercise of Powers Act (Government Code § 6500 *et seq.*) the San Gabriel and Lower Los Angeles Rivers and Mountains RMC (hereinafter RMC and the Los Angeles County Flood Control District (hereinafter District) agree as follows:

**1. PURPOSE**

1.0. The purpose of this agreement is to provide for a comprehensive program to expand and improve the open space and recreational opportunities for the conservation, restoration, and environmental enhancement of the San Gabriel and Lower Los Angeles Rivers Watershed area consistent with the goals of flood protection, water supply, groundwater recharge and water conservation.

1.1. As a further necessary and integral purpose of this agreement, the acquisition and protection of lands for watershed protection, conservation, natural open space, and recreational purposes is contemplated using existing resources and additional resources that may be available by virtue of the joint efforts of the parties to this agreement.

1.2. Acquisition may be by way of gift, devise, purchase, or exchange and shall extend to any interest in real or personal property necessary to carry out the purposes of this agreement.

## 2. COMMON POWERS

2.0. The parties hereto agree to exercise their common powers to the maximum extent thereof for the purposes of implementing this agreement, including, but not limited to, all the powers specified in Joint Exercise of Powers Act, codified in Chapter 5 of Division 7 of Title 1 of the Government Code (commencing with § 6500), as may be amended during the term of this Agreement.

2.1. Except as otherwise provided in paragraph 2.3 below, such powers are subject to the restrictions upon the manner of exercising the powers as imposed upon the District as provided in, and for the purposes of, Government Code § 6509.

2.2. The AUTHORITY shall have no power to acquire property by eminent domain or to raise revenues and/or incur debt through taxation, assessment and/or levy of any kind. Notwithstanding the foregoing prohibition, a party to this agreement may form a benefit district or incur debt, within its individual boundaries and utilizing its statutory authority, in furtherance of the purposes of the AUTHORITY.

2.3 The AUTHORITY shall be subject to all laws (including building ordinances and zoning ordinances), regulations and general and specific plans of any city or county in which the AUTHORITY proposes to take action.

## 3. JURISDICTION

3.0. For purposes of this agreement, the San Gabriel and Lower Los Angeles Rivers Watershed Area shall include such areas as may be needed to provide additional open space and recreational amenities that will further the purposes of this agreement within the following territory:

- (a) The hydrologic basin or watershed that coincides with the upper San Gabriel River watershed, including the Upper Rio Hondo tributary, but not including any land area within the Santa Monica Mountains Conservancy as described in Chapter 2 (commencing with Section 33100) and Chapter 3 (commencing with Section 33200) of Division 23. The hydrologic basin or watershed is bounded by the San Gabriel Mountains to the north, the San Jose Hills to the east, the Puente Hills to the south, and by a series of hills and the Raymond Fault to the west.
- (b) The hydrologic basin or watershed that coincides with the lower San Gabriel River watershed.
- (c) The San Gabriel Mountains, including the Foothills Mountains Conservancy and the Puente Hills and San Jose Hills area, except any land area within the Santa Monica Mountains Conservancy as described in Chapter 2 (commencing with Section 33100) and Chapter 3 (commencing with Section 33200) of Division 23.
- (d) The hydrologic basin or watershed that coincides with the lower Los Angeles River south of the northernmost boundary of the City of Vernon, as of June 1, 1999, except any land area within the Santa Monica Mountains Conservancy, as described in Chapter 2 (commencing with Section 33100) and Chapter 3

(commencing with Section 33200) of Division 23.

- (e) The AUTHORITY, upon approval of all the parties to this Agreement, may acquire property, or engage in activities outside the San Gabriel and Lower Los Angeles Rivers Watershed area as defined in section 3.0 of this Agreement, to the extent necessary to carry out the purposes set forth in Section One of this Agreement.

#### 4. SEPARATE ENTITY

4.0. The "Watershed Conservation Authority" (hereinafter "AUTHORITY") is hereby established as a separate public entity within the meaning, and for the purposes of, the Joint Exercise of Powers Act (Government Code § 6500 *et seq.*).

#### 5. GOVERNING BOARD

5.0. The Authority shall be governed by a "board constituted pursuant to the agreement" within the meaning of Government Code § 6506.

5.1. The Governing Board of the AUTHORITY shall consist of eight (8) voting members and one (1) non-voting member as follows:

- (a) Four voting members appointed by the Governing Board of the RMC, none of whom shall be a member appointed by the Los Angeles County Board of Supervisors.
- (b) The four voting members of the Board of Supervisors of the Los Angeles County Flood Control District, or their designees, who represent the areas or portions thereof contained within the territory for the RMC.
- (c) The Director of the Los Angeles County Department of Public Works shall serve as a non-voting, ex officio member of the Governing Board.

#### 6. MEETINGS

6.0. All meetings of the Governing Board shall be called, held, and conducted in accordance with the provisions of the Ralph M. Brown Act and with such further rules of the Governing Board as are not inconsistent therewith.

6.1. The Authority shall keep, or cause to be kept, the minutes of the Governing Board's meetings, and shall as soon as possible after each meeting, forward a copy of the minutes to each member of the Governing Board and to the governing body of each of the participating entities to this agreement.

#### 7. QUORUM AND PROCEDURE

7.0. A majority of the Governing Board shall constitute a quorum for the transaction of business. The affirmative vote of a majority of those members present and voting shall constitute an action of the Governing Board.

Where applicable, *Robert's Rules of Order, Newly Revised*, shall govern the procedures of the Governing Board, except when inconsistent with the Ralph M. Brown Act.

## 8. COMPENSATION

8.0. Members of the Governing Board shall serve without compensation except that a reasonable allowance or reimbursement for attendance at meetings of the Governing Board, as determined by the Governing Board, may be paid to the public members in an amount not to exceed \$50 to the extent compatible with Government Code §1126, Public Contract Code §§ 10410 and 10411, and any other applicable statute.

## 9. ADMINISTRATION

9.0. The AUTHORITY shall be administered in accordance with the policies and directives of the Governing Board. It shall have an Executive Officer who shall perform the functions stated in Government Code § 6505.1.

9.1. The Executive Officer of the RMC shall serve *ex officio*, without compensation, as Executive Officer of the AUTHORITY

9.2. The AUTHORITY may use counsel from its member agencies, or it may retain independent counsel.

9.3. To implement this Agreement the parties hereto may loan employees to the AUTHORITY.

## 10. FISCAL CONTROLS

10.0. The fiscal year of the AUTHORITY shall be the fiscal year of the DISTRICT.

10.1. To the extent funds are legally available therefore; the DISTRICT and the RMC are hereby authorized to make payments and contributions of public funds, as provided in Section 6504 of the Government Code.

10.2. The AUTHORITY shall be strictly accountable for all funds, receipts, and disbursements. The AUTHORITY shall adopt an annual budget, in a form approved by the DISTRICT and the RMC, which budget shall be submitted to the Board of Supervisors of the DISTRICT and the RMC for approval. Public funds may not be disbursed by the AUTHORITY except pursuant to a budget which has been adopted by the AUTHORITY and approved by the Board of Supervisors of the DISTRICT and the Governing Board of the RMC, and all receipts and disbursements shall be in strict conformance with the adopted and approved budget.

10.3. The treasurer of the DISTRICT shall act as the treasurer of the AUTHORITY and shall be the depository and have custody of all money of the AUTHORITY from whatever source. The AUTHORITY shall reimburse the DISTRICT for costs incurred pursuant to this section, subject to prior approval of the Governing Board. The treasurer so designated shall:

- (a) Receive all money of the AUTHORITY and place it in the treasury of the DISTRICT, or other appropriate account, to the credit of the AUTHORITY.



- (b) Be responsible on his official bond for the safekeeping and disbursement of all AUTHORITY money so held by him or her.
- (c) Pay, when due, out of money of the AUTHORITY so held, all sums due on outstanding obligations of the AUTHORITY. Said sums shall be paid only by warrants of the public officer performing the functions of auditor or controller of this AUTHORITY.
- (d) Verify and report in writing on a quarterly basis to the AUTHORITY and to the parties to this agreement, the amount of receipts since the last report, and the amount paid out since the last report.

10.4. The Auditor Controller of the DISTRICT shall perform the functions of auditor or controller of the Authority. The Auditor Controller shall either make or contract with a certified public accountant to make, annual audit of the accounts and records of the AUTHORITY. In each case the minimum requirements of the audit shall be those prescribed by the State Controller for special districts under Section 26909 of the Government Code, and shall conform to generally accepted auditing standards. Where an audit of an account and records is made by a certified public accountant, a report thereof shall be filed as a public record with each of the parties to this agreement. Such report shall be filed within six months of the end of the fiscal year under examination. Any costs of the audit, including contracts with or employment of a certified public accountant shall be borne by the AUTHORITY and charged against any unencumbered funds of the AUTHORITY. The AUTHORITY shall reimburse the DISTRICT for costs incurred in connection with the performance of any other functions by the Auditor Controller, pursuant to this section, subject to prior approval of the Governing Board

10.5. The AUTHORITY shall have the power to invest any money in the treasury of the AUTHORITY that is not required for the immediate necessities of the AUTHORITY, as the AUTHORITY determines advisable, in the same manner and upon the same conditions as local agencies pursuant to Section 53601 of the Government Code.

## 11. BONDS

11.0. Each member of the Governing Board, the Executive Officer, and treasurer shall file an official bond with the AUTHORITY. When deemed appropriate by the AUTHORITY, a master bond may be utilized as referred to in Government Code Section 1481, and the bond shall also comply with the requirements of Title 1, Division 4, Chapter 3 of the Government Code, with those sections being deemed applicable to the AUTHORITY to the extent the DISTRICT deems appropriate. The bond shall be in the amount of not less than \$50,000. The premium shall be paid by the AUTHORITY.

## 12. LIABILITY

12.0. The tort liability of the AUTHORITY and of all members of the Governing Board, and the executive officer and employees of the parties to this agreement, who may be loaned to the AUTHORITY, shall be controlled by the provisions of Division 3.6 of the Government Code. The provisions of Division 3.6 of the Government Code relating to indemnification of public employees and the defense of actions arising out of any act or omission occurring in the scope of their employment shall apply to all members of the Governing Board, officers, and employees with respect to the AUTHORITY.

12.1 Pursuant to Section 6508.1 of the Government Code, the parties agree that the RMC shall assume all liabilities arising out of or with respect to:

- (a) Any and all actions taken by AUTHORITY personnel acting on RMC property pursuant to a reciprocal management agreement between the RMC and the AUTHORITY; and
- (b) Any and all property owned by the AUTHORITY which is subject to a reciprocal management agreement between the RMC and the AUTHORITY.

12.2 Except as to those liabilities specifically provided for in Section 13.1, the parties to this Agreement specify that the debts, liabilities, and obligations of the AUTHORITY shall not be the debts, liabilities, and obligations of either of the parties to this Agreement.

12.3 In addition, the AUTHORITY may insure itself and the parties, and the officers and employees of the parties, in a manner, form and amount appropriate and acceptable to the DISTRICT and the RMC.

### 13. DISPOSITION OF PROPERTY AND FUNDS

13.0. Upon termination of this Agreement, the AUTHORITY forthwith shall wind up its affairs, including discharging all of its outstanding legal obligations. Personal property and funds remaining in the AUTHORITY shall be returned to the party from which the funds or personal property were obtained, except as mutually agreed by the parties. All real property, if any, owned by the AUTHORITY shall be conveyed as the AUTHORITY shall determine, and if no determination is made, then such property shall be deemed to be conveyed to the DISTRICT and the RMC, in equal interests, as tenants in common.

### 14. WITHDRAWAL OF PARTIES AND TERMINATION OF AGREEMENT

14.0 Any party may withdraw as a party to this Agreement provided that: (1) at the time of withdrawal, that party has either discharged, or arranged to the satisfaction of the other party to this Agreement for the discharge of, any pending legal or financial obligations it has assumed under or pursuant to this Agreement and (2) it provides written notice of its intent to withdraw to the Executive Officer not less than three months prior to the effective date of its withdrawal.

14.1. Upon the effective date of the withdrawal of either party from this Agreement, this Agreement shall be deemed terminated.

### 15. NON LIABILITY OF PARTIES

15.0. Except as provided in Section 12 of this Agreement, neither the AUTHORITY nor the Governing Board shall have the power or authority to bind the parties to this agreement, or any of them to any debt, liability, contract, or obligation, or to employ any person on behalf of the parties, or any of them,

15.1. No action or omission of the parties or any of them shall be attributable to any other parties to this agreement except as expressly provided in Section 12 of this Agreement.

15.2. The AUTHORITY may maintain such public liability and other insurance as in its discretion is deemed appropriate and to the extent the cost of premiums thereof are provided for in the approved budget of the AUTHORITY.

## 16. CONTRIBUTION OF THE PARTIES

16.0. Contribution of RMC. Exclusive of grants which the RMC may award to the AUTHORITY or the DISTRICT from time to time, the RMC contribution to the AUTHORITY shall not exceed \$35,000 in any fiscal year. Contribution is here defined to include monetary contributions, if any, and the reasonable value of the services of any employees of the RMC loaned by it to the AUTHORITY, if any.

16.1 Contribution of DISTRICT. Exclusive of grants which the DISTRICT may award to the AUTHORITY from time to time, the DISTRICT contribution to the AUTHORITY shall not exceed \$25,000 in any fiscal year. Contribution is here defined to include monetary contributions, if any, and the reasonable value of the services of any employees of the DISTRICT loaned by it to the AUTHORITY, if any.

16.2 Sections 16.0 and 16.1 shall not affect the mutual exchange of services between parties to this agreement and the AUTHORITY without payment of any consideration other than such services. Such mutual exchange of services is hereby authorized to the extent permitted by Section 6506 of the Government Code.

16.3 Each party to this agreement shall contribute \$500 per annum to cover costs of mailing notices and other required expenditures.

16.4 The RMC has delegated authority, under certain circumstances, to enter into contracts not exceeding \$35,000, without the approval from the California Department of General Services. If this contract approval delegation amount is adjusted pursuant to the State Administrative Manual or State Contracting Manual, or similar directive, the limitation on the total value of the contributions of the RMC, as described in Section 16.0, shall be automatically adjusted such that the value of such contributions shall remain within the contract delegation amount.

## 17. NON\_DISCRIMINATION

17.0. The provisions of the State of California Non-Discrimination Clause (Form 17B) are by this reference incorporated herein.

## 18. APPLICATION OF POWERS

18.0. Insofar as powers common to the DISTRICT included in this agreement, and not to the RMC, are exercised by the AUTHORITY, the governing Board and officers thereof shall exercise such powers as the administering agency of this agreement pursuant to Government code Section 6506, notwithstanding the fact that they may be appointed by, or representative of, the RMC.

## 19. AMENDMENT TO THE AGREEMENT

19.0. The provisions of this agreement shall be amended solely upon the adoption of a resolution to amend by each party to the agreement.

20. TERM

20.0 This Agreement shall continue in full force and effect from year to year until terminated.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed on the 17th day of April, 2003 by their duly authorized representatives.

San Gabriel and Lower Los Angeles  
Rivers and Mountains Conservancy

By: [Signature]  
Chairperson

Los Angeles County Flood Control District

By: James A. Noyes

LOS ANGELES COUNTY FLOOD CONTROL DISTRICT

By: [Signature]  
Chairperson

Date: APR 24 2003

ATTEST:  
Violet Varona-Lukens  
Executive Officer-Clerk of  
The Board of Supervisors

APPROVED AS TO FORM:  
LLOYD W. PELLMAN  
County Counsel

By: [Signature]  
DEPUTY

By: [Signature]



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

34

APR 1 2003

Violet Varona-Lukens  
VIOLET VARONA-LUKENS  
EXECUTIVE OFFICER



**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>

**GAIL FARBER, Director**

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

August 31, 2010

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

**ADOPTED**

BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

**#28 AUGUST 31, 2010**

*Sachi A. Hamai*  
SACHI A. HAMAI  
EXECUTIVE OFFICER

Dear Supervisors:

**WATERSHED CONSERVATION AUTHORITY  
FISCAL YEAR 2010-11 ANNUAL BUDGET  
AND JOINT EXERCISE OF POWERS AGREEMENT AMENDMENT  
(SUPERVISORIAL DISTRICTS 1, 2, 4, AND 5)  
(3 VOTES)**

**SUBJECT**

This action is to approve the Watershed Conservation Authority's annual budget for Fiscal Year 2010-11 to continue the development and implementation of projects that enhance flood protection and water conservation while also providing open space and recreational opportunities within the San Gabriel River and Lower Los Angeles River Watersheds and to approve changes to the Watershed Conservation Authority Joint Exercise of Powers Agreement.

**IT IS RECOMMENDED THAT YOUR BOARD ACTING AS THE GOVERNING BODY OF THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT**

1. Approve the Fiscal Year 2010-11 Budget for the Watershed Conservation Authority.
2. Authorize the Chief Engineer of the Los Angeles County Flood Control District or her designee to pay \$25,500 to the Watershed Conservation Authority.
3. Adopt a resolution to amend the Watershed Conservation Authority Joint Exercise of Powers Agreement to change the composition of the governing board; to reassign the responsibilities and functions related to accounting, fiscal, and financial management of the Watershed Conservation Authority; and to increase the annual not-to-exceed contribution by the San Gabriel and Lower Los Angeles Rivers and Mountains Conservancy from \$35,000 to \$50,000.

The Honorable Board of Supervisors  
8/31/2010  
Page 2

4. Authorize the Chief Engineer of the Los Angeles County Flood Control District or her designee to execute an amendment to the Watershed Conservation Authority Joint Exercise of Powers Agreement consistent with the resolution.

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

The Watershed Conservation Authority (WCA) is a joint powers agency comprised of the San Gabriel and Lower Los Angeles Rivers and Mountains Conservancy (RMC) and the Los Angeles County Flood Control District (LACFCD). The purpose of the recommended actions is to approve the WCA's annual budget for Fiscal Year 2010-11 (Exhibit A) in order to provide funding for the continuation of all WCA projects. Your Board's approval will allow the WCA to commence receipt and disbursement of funds in conformance with the adopted budget.

The purpose of the recommended actions is also to adopt the enclosed resolution to amend the WCA Joint Exercise of Powers Agreement (JPA). The proposed amendments, which have been approved by County Counsel, involve the following: (1) a reduction in the number of voting members on the governing board from eight to seven, (2) a reduction in the number of Board members appointed by the RMC from four to three, (3) a requirement that the governing board elect a chair and vice-chair from the Board members appointed by the LACFCD, (4) the assignment of responsibility to the chair for the appointment of all WCA employees involved in the accounting, fiscal, or financial management of the WCA, (5) the assignment of responsibility to the chair for the fiscal administration of all grants or contracts between the WCA and the RMC, and (6) an increase in the RMC's annual contribution limit from \$35,000 to \$50,000.

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

The Countywide Strategic Plan directs the provision of Operational Effectiveness (Goal 1) by collaborating cross jurisdictionally and developing a partnership to effectively manage and leverage our resources.

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

There will be no impact to the County General Fund. The proposed projects and other expenditures identified in the enclosed budget will be funded by Propositions 40, 50, and 84 grants awarded to the WCA by the RMC. Approval of the budget will enable the WCA to award State funds to projects of mutual interest to the LACFCD and RMC.

The JPA previously approved between the LACFCD and RMC also provides for both parties to make contributions to the WCA. The value of the LACFCD's contribution shall not exceed \$25,000 in any fiscal year, plus \$500 per annum to cover the costs of mailing notices and other required expenditures. Sufficient funds to cover the LACFCD's contribution have been included in the Fiscal Year 2010-11 Flood Control District Budget.

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

On April 1, 2003, Synopsis 34, your Board approved a JPA between the LACFCD and the RMC to create the WCA. Creation of the WCA was authorized pursuant to the Joint Exercise of Powers Act under Government Code, Section 6500, et. seq. The role of the WCA is to facilitate the development and implementation of a comprehensive program to improve open space and recreational

The Honorable Board of Supervisors  
8/31/2010  
Page 3

opportunities within the San Gabriel River and Lower Los Angeles River Watersheds that are consistent with the goals of flood protection, water supply, groundwater recharge, and water conservation. The WCA is also empowered to acquire and protect lands for watershed protection, conservation, natural open space, and recreational purposes.

The JPA entered into by the LACFCD and RMC contains several terms and conditions regarding fiscal controls over expenditures of public funds. The WCA is required to adopt an annual budget in a form approved by the LACFCD and RMC. The WCA may only disburse funds pursuant to a budget that has been adopted by the WCA and approved by your Board and the governing board of the RMC.

The WCA budget for Fiscal Year 2010-11 has been approved by the governing boards of both the WCA and RMC. Copies of the RMC and WCA resolutions are enclosed (Resolution Nos. 2010-70 and 2010-60, respectively).

Presently, the Executive Officer serves both the RMC and the WCA. Additionally, there are currently eight voting members on the WCA's governing board; four members appointed by the RMC and four voting members appointed by the LACFCD.

The proposed amendments to the JPA regarding the change in the composition of the governing board and the reassignment of the responsibilities and functions related to accounting, fiscal, and financial management of the WCA are recommended in order to remove the potential or perception of improper influence of the RMC on the WCA.

The recommended increase in the RMC's annual not-to-exceed contribution to the WCA is being proposed to allow the RMC to provide additional operation and maintenance funds for the properties acquired by the WCA since its creation.

### **ENVIRONMENTAL DOCUMENTATION**

The approval of the WCA's annual budget is not a project pursuant to the California Environmental Quality Act (CEQA) because it is an activity that is excluded from the definition of a project by Section 15378(b) of the State CEQA Guidelines. This proposed action is a fiscal activity that does not involve any commitment to a specific project, which may result in a potentially significant physical impact on the environment.

The adoption of the resolution to amend the WCA JPA is also not a project pursuant to the CEQA because it is an activity that is excluded from the definition of a project by Section 15378(b) of the State CEQA Guidelines. This proposed action is an administrative activity of government, which will not result in direct or indirect physical changes to the environment.

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

The LACFCD will gain benefit from this action through the sustained operation of the WCA, the continued partnership with the RMC in developing projects of mutual interest, and increasing its ability to approve the distribution of funding. There will be no negative impact on current County services or projects during the performance of the recommended actions.

The Honorable Board of Supervisors  
8/31/2010  
Page 4

**CONCLUSION**

Please return four adopted copies of this letter and the amendment agreement to the Department of Public Works, Watershed Management Division.

Respectfully submitted,

A handwritten signature in black ink that reads "Gail Farber". The script is cursive and fluid, with the first name "Gail" and last name "Farber" clearly legible.

GAIL FARBER  
Director

GF:GH:cp

Enclosures

c: Chief Executive Office  
County Counsel  
Executive Office



**RESOLUTION OF THE BOARD OF SUPERVISORS  
OF THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT  
TO ADOPT AMENDMENT TO WATERSHED CONSERVATION AUTHORITY JOINT  
EXERCISE OF POWERS AGREEMENT**

WHEREAS, the San Gabriel and Lower Los Angeles Rivers and Mountains Conservancy (RMC) and the Los Angeles County Flood Control District (LACFCD) entered into a Joint Exercise of Powers Agreement (JPA), in 2003, to establish the Watershed Conservation Authority (WCA); and

WHEREAS, the RMC and the LACFCD desire to amend certain provisions of the WCA JPA; and

WHEREAS, Section 19 of said JPA provides that the agreement shall be amended solely upon the adoption of a resolution to amend by each party to the agreement.

NOW, THEREFORE, THE BOARD OF SUPERVISORS OF THE LACFCD HEREBY RESOLVES to amend the above-referenced JPA agreement as described in the Amendment to WCA JPA, attached hereto as Exhibit "A."

The foregoing Resolution was adopted on the 31 day of August, 2010, by the Board of Supervisors of the County of Los Angeles acting ex officio, as the Board of Supervisors of the Los Angeles County Flood Control District.



SACHI A. HAMAI  
Executive Officer of the  
Board of Supervisors of the  
County of Los Angeles

By

Deputy

APPROVED AS TO FORM:

ANDREA SHERIDAN ORDIN  
County Counsel

BY

Carole Suzuki For

Deputy Rosa Linda Cruz

LA:lm

P:\wmpub\Secretarial\2010 Documents\Board Letters\WCA Contribution Board Letter 2010-2011 Resolution.DOC

**AMENDMENT TO WATERSHED CONSERVATION AUTHORITY  
JOINT EXERCISE OF POWERS AGREEMENT**

**PREAMBLE**

*Whereas*, The San Gabriel and Lower Los Angeles Rivers and Mountains Conservancy (RMC) and the Los Angeles County Flood Control District (District) entered into a Joint Exercise of Powers Agreement, in 2003, to establish the Watershed Conservation Authority; and

*Whereas*, the RMC and the District desire to amend certain provisions of the Watershed Conservation Authority, Joint Exercise of Powers Agreement; Now

*Therefore*, Pursuant to the Joint Exercise of Powers Act (Government Code § 6500 et seq.) the RMC and District agree to amend the Watershed Conservation Authority Joint Exercise of Powers Agreement as follows:

**SECTION 1:** Section 5 is amended to read as follows:

**5. GOVERNING BOARD**

5.0. The Authority shall be governed by a "board constituted pursuant to the agreement" within the meaning of Government Code § 6506.

5.1. The Governing Board of the AUTHORITY shall consist of seven (7) voting members and one (1) non-voting member as follows:

- (a) Three voting members appointed by the Governing Board of the RMC, none of whom shall be a member appointed by the Los Angeles County Board of Supervisors.
- (b) The four voting members of the Board of Supervisors of the Los Angeles County Flood Control District, or their designees, who represent the areas or portions thereof contained within the territory for the RMC.
- (c) The Director of the Los Angeles County Department of Public Works shall serve as a non-voting, ex officio member of the Governing Board.

5.2 The Governing Board shall elect a Chair and Vice-Chair for two year terms. Only members identified in Section 5.1 (b) shall be considered for election as Chair and Vice Chair.

**SECTION 2.** Section 9 is amended to read as follows:

**9. ADMINISTRATION**

9.0. The AUTHORITY shall be administered in accordance with the policies and directives of the Governing Board. It shall have an Executive Officer who shall perform the functions stated in Government Code § 6505.1.

9.1. The Executive Officer of the RMC shall serve *ex officio*, without compensation, as Executive Officer of the AUTHORITY

9.2. The AUTHORITY may use counsel from its member agencies, or it may retain independent counsel.

9.3 To achieve the purposes of this Agreement, AUTHORITY may establish positions and fix the salaries of employees for the AUTHORITY.

9.4 The Chair shall appoint all AUTHORITY employees involved in the accounting, fiscal, or financial management of the AUTHORITY. The Chair may delegate the appointment and day-to-day supervision of these employees to a Fiscal Manager, also appointed by the Chair.

9.5 The Executive Officer of the Authority shall appoint employees for positions established by the Governing Board and shall be responsible for the supervision thereof other than those employees performing the duties specified in Section 9.4.

9.6. To implement this Agreement the parties hereto may loan employees to the AUTHORITY.

**SECTION 3.** Subsection 10.6 is added to Section 10, to read as follows:

10.6 The Chair, as specified in Section 9.4 of this Agreement shall be responsible for the fiscal administration of all grant or contracts between the AUTHORITY and the RMC. All employees performing fiscal functions as specified in Section 9.4 shall operate independent of, and without regard to any direction from the Executive Officer and shall have the full power to exercise their independent fiduciary judgment with respect to any accounting, fiscal, or financial matter of the AUTHORITY.

**SECTION 4.** Section 16.0 is amended to read as follows:

## 16. CONTRIBUTION OF THE PARTIES

16.0. Contribution of RMC. Exclusive of grants which the RMC may award to the AUTHORITY or the DISTRICT from time to time, the RMC contribution to the AUTHORITY shall not exceed \$50,000 in any fiscal year. Contribution is here defined to include monetary contributions, if any, and the reasonable value of the services of any employees of the RMC loaned by it to the AUTHORITY, if any.

16.1 Contribution of DISTRICT. Exclusive of grants which the DISTRICT may award to the AUTHORITY from time to time, the DISTRICT contribution to the AUTHORITY shall not exceed \$25,000 in any fiscal year. Contribution is here defined to include monetary contributions, if any, and the reasonable value of the services of any employees of the DISTRICT loaned by it to the AUTHORITY, if any.

16.2 Sections 16.0 and 16.1 shall not affect the mutual exchange of services between parties to this agreement and the AUTHORITY without payment of any consideration other than such services. Such mutual exchange of services is hereby authorized to the extent permitted by Section 6506 of the Government Code.

16.3 Each party to this agreement shall contribute \$500 per annum to cover costs of mailing notices and other required expenditures.

16.4 The RMC has delegated authority, under certain circumstances, to enter into contracts not exceeding \$50,000, without the approval from the California Department of General Services. If this contract approval delegation amount is adjusted pursuant to the State Administrative Manual or State Contracting Manual, or similar directive, the limitation on the total value of the contributions of the RMC, as described in Section 16.0, shall be automatically adjusted such that the value of such contributions shall remain within the contract delegation amount.

IN WITNESS WHEREOF, the parties hereto have caused this amendment to agreement to be executed on the \_\_\_\_ day of \_\_\_\_\_, 2010 by their duly authorized representatives.

San Gabriel and Lower Los Angeles  
Rivers and Mountains Conservancy

By: \_\_\_\_\_

Chairperson

Los Angeles County Flood Control District

By: \_\_\_\_\_

## Enclosure B

**WATERSHED CONSERVATION AUTHORITY  
CONSOLIDATED BUDGET FISCAL YEAR 2022-2023**

	Annual FYE 2022	Budget FYE 2023	\$ Change Budget '22 vs. Budget '23
<b>Revenues</b>			
<b>General Administrative &amp; Operating Revenue</b>			
JPA Contributions			
LA County Flood Control District	25,500	25,500	0
Rivers and Mountains Conservancy	10,000	10,000	0
Lease Revenue	274,757	306,852	32,095
Property Management Contribution	40,000	40,000	0
Fees-Citation	25,000	17,705	(7,295)
Fees- Filming/Permits	2,000	2,000	0
Indirect Collected from Eligible Grants	244,951	309,283	64,332
Utilities Reimbursements	4,580	4,680	100
Maintenance and Servicing Reimbursements	-	547,635	547,635
<b>Subtotal-General Administrative &amp; Operating</b>	<b>626,788</b>	<b>1,263,655</b>	<b>636,867</b>
<b>Grants and Special Projects Revenue</b>			
Grant-Rivers & Mountains Conservancy <sup>1,5,6</sup>	2,768,520	3,588,732	820,212
Grant-LA County Flood Control District <sup>2,3,5</sup>	453,288	161,468	(291,819)
Grant-SEP <sup>2,5</sup>	616,915	1,587,091	970,176
Grant-Federal Funds <sup>1,5,6</sup>	52,500	96,504	44,004
Grant-Other State Funds <sup>4,5</sup>	641,762	901,729	259,967
Grant-Other County & Local Funds <sup>2,5</sup>	647,038	313,461	(333,577)
<b>Subtotal-Grants and Special Projects</b>	<b>5,180,023</b>	<b>6,648,985</b>	<b>1,468,962</b>
<b>Total Revenue</b>	<b>5,806,811</b>	<b>7,912,640</b>	<b>2,105,829</b>
<b>Expenses</b>			
<b>General Administrative Expenses</b>			
Fiscal Services Auditor-Controller	70,000	70,000	0
Funding Opportunities	38,066	38,066	0
Legal Services	10,000	30,000	20,000
Information Technologies	17,300	17,600	300
Strategic Planning	2,500	2,500	0
Grant Writing	1,000	1,000	0
Travel	1,000	1,000	0
Financial Audit Services	5,719	5,719	0
Insurance/Insurance Bond	-	232	232
Training/Conferences	1,000	1,000	0
Meeting Supplies	500	500	0
Other/Not Classified	2,500	7,500	5,000
Wireless Phones	660	1,440	780
Personnel Services	4,940	5,187	247
Office Supplies	700	700	0
Postage & Delivery	1,210	1,210	0
Printer Supplies	250	250	0
Equipment & Software	7,602	8,302	700
Dues & Subscriptions	450	450	0
COVID-19 Expenses	8,300	-	(8,300)
<b>Subtotal-General Administrative</b>	<b>173,696</b>	<b>192,655</b>	<b>18,959</b>

<b>Personnel</b>			
Salaries	404,630	462,484	57,854
Compensation Plan Adjustment	100,951	79,267	(21,684)
Benefits	122,344	126,384	4,040
Benefits Plan Provider Admin Cost	2,153	2,021	(132)
Employer Taxes	42,467	46,760	4,293
<b>Subtotal-Personnel</b>	<b>672,545</b>	<b>716,916</b>	<b>44,372</b>
<b>General Operational Expenses</b>			
Insurance	60,689.27	60,689.27	(0)
Security	3,973.08	2,319.28	(1,654)
Building Maintenance and Repair	18,500.00	15,000.00	(3,500)
Grounds Maintenance and Repair	5,000.00	2,500.00	(2,500)
Electricity	13,440.00	12,000.00	(1,440)
Propane	8,800.00	8,800.00	0
Other Utilities	973.44	973.44	0
Waste Removal	10,217.32	11,551.93	1,335
Water System Operation/Irrigation	57,010.18	48,140.00	(8,870)
Property Management	33,200.00	15,000.00	(18,200)
Deferred Maintenance Contingency	47,127.71	47,425.95	298
Janitorial Services	9,552.00	10,029.60	478
Ranger Services	96,600.00	75,538.00	(21,062)
Weed Abatement	16,000.00	6,000.00	(10,000)
Property Tax	713.53	728.60	15
COVID-19 Expenses - Janitorial Services	2,388.00	-	(2,388)
COVID-19 Expenses - Waste Removal	3,000.00	-	(3,000)
COVID-19 Expenses - Ranger Services	13,400.00	-	(13,400)
<b>Subtotal-General Operational</b>	<b>400,584.53</b>	<b>316,696.07</b>	<b>(83,888)</b>
<b>Maintenance and Servicing Expenses</b>			
Security	-	17,076	17,076
Building Maintenance and Repair	-	40,000	40,000
Grounds Maintenance and Repair	-	220,000	220,000
Electricity	-	1,341	1,341
Waste Removal	-	40,000	40,000
Water System Operation/Irrigation	-	6,426	6,426
Ranger Services	-	34,462	34,462
Weed Abatement	-	90,000	90,000
<b>Subtotal-Maintenance and Servicing</b>	<b>-</b>	<b>449,305</b>	<b>449,305</b>
<b>Grants and Special Projects Total Expense-Capital Outlay</b>			
Grant-Rivers & Mountains Conservancy	2,537,121	3,260,819	723,698
Grant-LA County Flood Control District	178,862	151,468	(27,393)
Grant-SEP	551,516	1,558,591	1,007,075
Grant-Federal Funds	35,000	80,000	45,000
Grant-Other State Funds	640,161	891,729	251,568
Grant-Other County & Local Funds	617,325	294,461	(322,864)
<b>Subtotal-Grants and Special Projects</b>	<b>4,559,985</b>	<b>6,237,068</b>	<b>1,677,083</b>
<b>Total Expense</b>	<b>5,806,811</b>	<b>7,912,640</b>	<b>1,656,525</b>

<b>Change In Net Position Before Transfers</b>	0	0	
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- |  |     |
|--|-----|
| 1 - Labor Reimbursed at Salary & EB Only                     |     |
| 2 - Labor Eligible to be Reimbursed at Admin & Billable Rate | 29% |
| 3 - Labor Reimbursed at Consultant Rate                      |     |
| 4 - Labor Reimbursed at Grantor Approved Compensation Rate   |     |
| 5 - Payment by Reimbursement Only                            |     |
| 6 - Eligible for additional 10% for Indirect Costs           |     |

**WATERSHED CONSERVATION AUTHORITY  
EXPANDED BUDGET FISCAL YEAR 2022-2023**

	General Fund	Operational River Park	Operational Mt. Baldy	Operational Citrus Heights	Operational El Encanto	Operational Parque Dos Rios	Operational Walnut Creek	Payroll and Accrued Leave	Grant & Special Project	Preliminary Budget FY 2022-2023
<b>Revenues</b>										
<b>General Administrative &amp; Operating Revenue</b>										
JPA Contributions	35,500	-	-	-	-	-	-	-	-	35,500
Lease Revenue	-	143,293	-	-	112,055	51,504	-	-	-	306,852
Property Management Contribution	-	7,200	6,000	-	22,800	2,000	2,000	-	-	40,000
Fees-Citation	-	-	17,705	-	-	-	-	-	-	17,705
Fees- Filming	-	2,000	-	-	-	-	-	-	-	2,000
COVID-19 Funding Opportunities	-	-	-	-	-	-	-	-	-	-
Indirect Collected from Eligible Grants	309,283	-	-	-	-	-	-	-	-	309,283
Utilities Reimbursements	-	1,080	-	-	3,600	-	-	-	-	4,680
Other Miscellaneous Revenue	-	-	-	-	-	-	-	-	-	-
Maintenance and Servicing Reimbursements	98,330.00	390,416.36	-	-	-	58,888.23	-	-	-	547,635
<b>Subtotal-General Administrative &amp; Operating</b>	<b>443,113</b>	<b>543,989</b>	<b>23,705</b>	<b>-</b>	<b>138,455</b>	<b>112,392</b>	<b>2,000</b>	<b>-</b>	<b>-</b>	<b>1,263,655</b>
<b>Grants and Special Project Income</b>										
Grant-Rivers & Mountains Conservancy	-	-	-	-	-	-	-	-	3,588,732	3,588,732
Grant-LA County Flood Control District	-	-	-	-	-	-	-	-	161,468	161,468
Grant-SEP	-	-	-	-	-	-	-	-	1,587,091	1,587,091
Grant-Federal Funds	-	-	-	-	-	-	-	-	96,504	96,504
Grant-Other State Funds	-	-	-	-	-	-	-	-	901,729	901,729
Grant-Other County & Local Funds	-	-	-	-	-	-	-	-	313,461	313,461
<b>Subtotal-Grants and Special Projects</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>6,648,985</b>	<b>6,648,985</b>
<b>Total Revenue</b>	<b>443,113</b>	<b>543,989</b>	<b>23,705</b>	<b>-</b>	<b>138,455</b>	<b>112,392</b>	<b>2,000</b>	<b>-</b>	<b>6,648,985</b>	<b>7,912,640</b>
<b>Expenses</b>										
<b>General Administrative Expenses</b>										
Fiscal Services Auditor-Controller	70,000	-	-	-	-	-	-	-	-	70,000
Funding Opportunities	38,066	-	-	-	-	-	-	-	-	38,066
Legal Services	30,000	-	-	-	-	-	-	-	-	30,000
Information Technologies	17,600	-	-	-	-	-	-	-	-	17,600
Strategic Planning	2,500	-	-	-	-	-	-	-	-	2,500
Grant Writing	1,000	-	-	-	-	-	-	-	-	1,000
Travel	1,000	-	-	-	-	-	-	-	-	1,000
Financial Audit Services	5,719	-	-	-	-	-	-	-	-	5,719
Insurance/Insurance Bond	232	-	-	-	-	-	-	-	-	232
Training/Conferences	1,000	-	-	-	-	-	-	-	-	1,000
Meeting Supplies	500	-	-	-	-	-	-	-	-	500
Other/Not Classified	7,500	-	-	-	-	-	-	-	-	7,500
Wireless Phones	1,440	-	-	-	-	-	-	-	-	1,440
Personnel Services	5,187	-	-	-	-	-	-	-	-	5,187
Office Supplies	700	-	-	-	-	-	-	-	-	700
Postage	1,210	-	-	-	-	-	-	-	-	1,210
Printer Supplies	250	-	-	-	-	-	-	-	-	250
Equipment & Software	8,302	-	-	-	-	-	-	-	-	8,302
Dues & Subscriptions	450	-	-	-	-	-	-	-	-	450
COVID-19 Expenses	-	-	-	-	-	-	-	-	-	-
<b>Subtotal-General Administrative</b>	<b>192,655</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>192,655</b>
<b>Personnel</b>										
Salaries	-	-	-	-	-	-	-	462,484	-	462,484
Merit Pool	-	-	-	-	-	-	-	79,267	-	79,267
Benefits	-	-	-	-	-	-	-	126,384	-	126,384
Benefits Plan Provider Admin Cost	-	-	-	-	-	-	-	2,021	-	2,021
Employer Taxes	-	-	-	-	-	-	-	46,760	-	46,760
<b>Subtotal-Personnel</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>716,916</b>	<b>-</b>	<b>716,916</b>

**WATERSHED CONSERVATION AUTHORITY  
EXPANDED BUDGET FISCAL YEAR 2022-2023**

	General Fund	Operational River Park	Operational Mt. Baldy	Operational Citrus Heights	Operational El Encanto	Operational Parque Dos Rios	Operational Walnut Creek	Payroll and Accrued Leave	Grant & Special Project	Preliminary Budget FY 2022-2023
<b>General Operational Expenses</b>										
Insurance	-	7,086	15,038	122	34,244	487	3,713	-	-	60,689
Security	-	-	-	-	2,319	-	-	-	-	2,319
Building Maintenance and Repair	-	-	-	-	15,000	-	-	-	-	15,000
Grounds Maintenance and Repair	-	-	850	-	1,350	-	300	-	-	2,500
Electricity	-	-	-	-	12,000	-	-	-	-	12,000
Propane	-	-	-	-	8,800	-	-	-	-	8,800
Other Utilities	-	-	-	-	973	-	-	-	-	973
Waste Removal	-	-	-	-	11,552	-	-	-	-	11,552
Water System Operation/Irrigation	-	-	-	-	48,140	-	-	-	-	48,140
Property Management	-	-	1,000	-	12,000	1,000	1,000	-	-	15,000
Deferred Maintenance Contingency	-	7,426	-	-	40,000	-	-	-	-	47,426
Janitorial Services	-	-	-	-	10,030	-	-	-	-	10,030
Ranger Services	-	-	58,600	-	15,938	-	1,000	-	-	75,538
Weed Abatement	-	-	3,000	-	3,000	-	-	-	-	6,000
Property Tax	-	-	729	-	-	-	-	-	-	729
COVID-19 Expenses - Janitorial Services	-	-	-	-	-	-	-	-	-	-
COVID-19 Expenses - Waste Removal	-	-	-	-	-	-	-	-	-	-
COVID-19 Expenses - Ranger Services	-	-	-	-	-	-	-	-	-	-
<b>Subtotal-General Operational</b>	-	14,512	79,216	122	215,346	1,487	6,013	-	-	316,696
<b>Maintenance and Servicing Expenses</b>										
Security	-	17,076	-	-	-	-	-	-	-	17,076
Building Maintenance and Repair	-	40,000	-	-	-	-	-	-	-	40,000
Grounds Maintenance and Repair	-	170,000	-	-	-	50,000	-	-	-	220,000
Electricity	-	1,341	-	-	-	-	-	-	-	1,341
Waste Removal	-	40,000	-	-	-	-	-	-	-	40,000
Water System Operation/Irrigation	-	6,426	-	-	-	-	-	-	-	6,426
Ranger Services	-	25,574	-	-	-	8,888	-	-	-	34,462
Weed Abatement	-	90,000	-	-	-	-	-	-	-	90,000
<b>Subtotal-Maintenance and Servicing Expenses</b>	-	390,416	-	-	-	58,888	-	-	-	449,305
<b>Grants and Special Project Total Expense-Capital Outlay</b>										
Grant-Rivers & Mountains Conservancy	-	-	-	-	-	-	-	-	3,260,819	3,260,819
Grant-LA County Flood Control District	-	-	-	-	-	-	-	-	151,468	151,468
Grant-SEP	-	-	-	-	-	-	-	-	1,558,591	1,558,591
Grant-Federal Funds	-	-	-	-	-	-	-	-	80,000	80,000
Grant-Other State Funds	-	-	-	-	-	-	-	-	891,729	891,729
Grant-Other County & Local Funds	-	-	-	-	-	-	-	-	294,461	294,461
Grant-Public Foundations	-	-	-	-	-	-	-	-	-	-
Other-Consultant Contracts	-	-	-	-	-	-	-	-	-	-
<b>Subtotal-Grants and Special Projects</b>	-	-	-	-	-	-	-	-	6,237,068	6,237,068
<b>Total Expense</b>	192,655	404,929	79,216	122	215,346	60,375	6,013	716,916	6,237,068	7,912,640



June 16, 2022 – Item 12

**RESOLUTION 2022-26**

**RESOLUTION OF THE WATERSHED CONSERVATION AUTHORITY TO APPROVE  
FINAL BUDGET FOR FISCAL YEAR 2022/2023.**

**WHEREAS**, The Watershed Conservation Authority (WCA) has been established as a joint powers agency between the Rivers and Mountains Conservancy (RMC) and the Los Angeles County Flood Control District (District); and

**WHEREAS**, the WCA has further been established to focus on projects which will provide open space, habitat restoration, and watershed improvement projects in both the San Gabriel and Lower Los Angeles Rivers watershed; and

**WHEREAS**, in accordance with Section 10.2 of the WCA Joint Power Agreement the Authority shall adopt an annual budget, in a form approved by the District and the RMC, which budget shall be submitted to the Los Angeles County Board of Supervisors of the District and the RMC for approval; and

**WHEREAS**, public funds may not be disbursed by the Authority except pursuant to a budget which has been adopted by the Authority and approved by the Los Angeles County Board of Supervisors of the District and the Governing Board of the RMC, and all receipts and disbursements shall be in strict conformance with the adopted and approved budget.

**WHEREAS**, this action will approve the final budget for Fiscal Year 2022/2023; and

**WHEREAS**, the proposed action is exempt from the provisions of the California Environmental Quality Act; NOW

*Therefore be it resolved that the WCA hereby:*

1. **FINDS** that this action is consistent with the purposes and objectives of the WCA.
2. **FINDS** that the actions contemplated by this resolution are exempt from the environmental impact report requirements of the California Environmental Quality Act (CEQA).
3. **ADOPTS** the staff report dated June 16, 2022.
4. **APPROVES** the Watershed Conservation Authority final budget for Fiscal Year 2022/2023.

*~ End of Resolution ~*

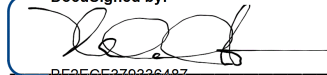
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Resolution 2022-26

Motion \_\_Denise Diaz\_\_\_\_\_ Second: \_Vincent Chang\_\_\_\_\_

Ayes: \_\_\_\_7\_\_\_\_ Nays: \_\_\_\_0\_\_\_\_ Abstentions: \_\_\_\_0\_\_\_\_

Passed and Adopted by the Board of the  
**WATERSHED CONSERVATION AUTHORITY**  
On June 16, 2022

DocuSigned by:  
  
BF2ECE379336487...  
Herlinda Chico  
Governing Board Chair

DocuSigned by:  
  
D6B8889FB8AD402...  
ATTEST: Elizabeth St. John  
Deputy Attorney General

June 20, 2022 – Item 10

RESOLUTION 2022-32

RESOLUTION OF THE SAN GABRIEL AND LOWER LOS ANGELES  
RIVERS AND MOUNTAINS CONSERVANCY (RMC) APPROVING THE  
WATERSHED CONSERVATION AUTHORITY FISCAL YEAR 2022/2023 BUDGET

WHEREAS, the legislature has found and declared that the San Gabriel River and its tributaries, the Lower Los Angeles River and its tributaries, and the San Gabriel Mountains, Puente Hills, and San Jose Hills constitute a unique and important open space, environmental, anthropological, cultural, scientific, educational, recreational, scenic, and wildlife resource that should be held in trust to be preserved and enhanced for the enjoyment of, and appreciation by, present and future generations; and

WHEREAS, the RMC is a state agency created to acquire and manage public lands within the Lower Los Angeles River and San Gabriel River watersheds, and to provide open space, low impact recreational and educational uses, water conservation, watershed improvement and wildlife and habitat restoration and protection; and

WHEREAS, the Los Angeles County Flood Control District (“DISTRICT”), is a flood control district, whose purpose is to provide for the control and conservation of the flood, storm and other waste waters of said district, to conserve such waters for beneficial and useful purposes and to protect from damage from such flood or storm waters, the harbors, waterways, public highways and property; and

WHEREAS, it is the goal of both the RMC and the DISTRICT to provide for a comprehensive program to expand and improve the open space and recreational opportunities for the conservation, restoration and environmental enhancement of the San Gabriel and Lower Los Angeles Rivers Watershed area consistent with the goals of flood protection, water supply, groundwater recharge and water conservation; and

WHEREAS, The Watershed Conservation Authority has been established as a joint powers agency between the RMC and the District to implement projects which will provide open space, habitat restoration, and watershed improvement projects in both the San Gabriel and Lower Los Angeles Rivers watershed; and

WHEREAS, The RMC must approve the Watershed Conservation Authority Fiscal Year 2022/2033 budget; and

WHEREAS, this action is exempt from the environmental impact report requirements of the California Environmental Quality Act (CEQA); and NOW

*Therefore be it resolved that* the RMC hereby:

- 1 FINDS that this action is consistent with the San Gabriel and Lower Los Angeles Rivers and Mountains Conservancy Act and is necessary to carry out the purposes and objectives of Division 22.8 of the Public Resources Code.
- 2 FINDS that the actions contemplated by this resolution are exempt from the environmental impact report requirements of the California Environmental Quality Act.

## Resolution No. 2022-32

- 3 ADOPTS the staff report dated June 20, 2022.
- 4 APPROVES the Watershed Conservation Authority Fiscal Year 2022/2023 Budget.

~ End of Resolution ~

Passed and Adopted by the Board of the  
SAN GABRIEL AND LOWER LOS ANGELES RIVERS AND MOUNTAINS  
CONSERVANCY on June 20, 2022.

Motion Dennis Bertone Second: Margaret Clark

Ayes: 9 Nays: 0 Abstentions: 0

DocuSigned by:  
Frank Colonna  
0F7AB2140F394E6...  
Frank Colonna, Chair

ATTEST: Elizabeth St. John  
D6B8889EB8AD402  
Elizabeth St. John  
Deputy Attorney General

# BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

<b>CLUSTER AGENDA REVIEW DATE</b>	10/19/2022		
<b>BOARD MEETING DATE</b>	11/1/2022		
<b>SUPERVISORIAL DISTRICT AFFECTED</b>	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 <sup>st</sup> <input type="checkbox"/> 2 <sup>nd</sup> <input type="checkbox"/> 3 <sup>rd</sup> <input type="checkbox"/> 4 <sup>th</sup> <input type="checkbox"/> 5 <sup>th</sup>		
<b>DEPARTMENT(S)</b>	Public Works		
<b>SUBJECT</b>	Award of Contracts for On-Call Sewer Maintenance Engineering Design, Project Management, Inspection, and Other Support Services		
<b>PROGRAM</b>	N/A		
<b>AUTHORIZES DELEGATED AUTHORITY TO DEPT</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
<b>SOLE SOURCE CONTRACT</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
	If Yes, please explain why:		
<b>DEADLINES/ TIME CONSTRAINTS</b>	Current on-call contracts expired on July 18, 2022.		
<b>COST &amp; FUNDING</b>	<table border="1" style="width: 100%;"> <tr> <td>Total cost: \$25 million</td><td>Funding source: Various</td></tr> </table>	Total cost: \$25 million	Funding source: Various
Total cost: \$25 million	Funding source: Various		
	TERMS (if applicable): 3 years with two 1-year extension options.		
	Explanation: Aggregate total of \$25 million. Funds will be encumbered from the various Public Works-administered funds at the time a consultant is directed to provide services. Sufficient funding exists in the Fiscal Year 2022-23 Budget to be used for the on-call services. Funds to finance the optional years will be requested through the annual budget process.		
<b>PURPOSE OF REQUEST</b>	Approval of the seven consultant services agreements will allow Public Works the ability to rapidly carry out various projects and meet regulatory requirements.		
<b>BACKGROUND (include internal/external issues that may exist including any related motions)</b>	<p>The consultant services agreements will allow Public Works to continue to provide the sewer maintenance engineering design, project management, inspection, and other support services to support the County of Los Angeles Consolidated Sewer Maintenance District and the Marina Sewer Maintenance District when there are unforeseen and/or emergency situations that occur without warning that require the repair, rehabilitation, or replacement of different elements of the infrastructure. Contract will be for a 3-year term with two 1-year extension options.</p> <p>On February 1, 2022, Public Works issued a Request for Proposals for on-call sewer maintenance engineering design, project management, inspection, and other support services. The evaluation committee selected the following small-sized firms: DRP Engineering, Inc., and D R Consultants &amp; Designers, Inc., with PacRim Engineering, Inc. (a joint venture); the following medium-sized firms: Lee &amp; Ro, Inc., and Simpson &amp; Simpson Management Consulting, Inc.; and the following large-sized firms: HDR Engineering, Inc., Jacobs Engineering Group Inc., and Stantec Consulting Services, Inc. Public Works has determined the proposed rates for performing the services are reasonable.</p>		
<b>EQUITY INDEX OR LENS WAS UTILIZED</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please explain how: For every contract solicitation, Public Works notifies over 25,000 subscribers in our "Doing Business With Los Angeles County" website. Public Works also notifies all small businesses registered with Workforce Development Aging and Community Services and advertise in regional and small newspapers in each Supervisorial District. Public Works follows Federal contracting laws where applicable, State laws, Public Contract Code, and all Board contracting policies.		
<b>SUPPORTS ONE OF THE NINE BOARD PRIORITIES</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please state which one(s) and explain how: Board Priority No. 7: Sustainability by providing resources for maintaining sanitary sewers to achieve a reduction of spills, thereby ensuring that the public does not come in to contact with wastewater. Therefore, this action creates healthier, more livable, economically stronger, more equitable, and more resilient communities.		
<b>DEPARTMENTAL CONTACTS</b>	Name, Title, Phone # & Email: Shari Afshari, Deputy Director, (626) 458-4008, cell (626) 695-3831, <a href="mailto:safshari@dpw.lacounty.gov">safshari@dpw.lacounty.gov</a>		



MARK PESTRELLA, Director

# COUNTY OF LOS ANGELES

## DEPARTMENT OF PUBLIC WORKS

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

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

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

November 1, 2022

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, California 90012

Dear Supervisors:

**CONSTRUCTION-RELATED CONTRACT  
PUBLIC CONTRACTING AND ASSET MANAGEMENT CORE SERVICE AREA  
AWARD OF CONTRACTS FOR ON-CALL  
SEWER MAINTENANCE ENGINEERING DESIGN, PROJECT MANAGEMENT,  
INSPECTION, AND OTHER SUPPORT SERVICES  
(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 seven consultant services agreements for an annual aggregate not-to-exceed program amount of \$5 million for on-call sewer maintenance engineering design, project management, inspection, and other support services. The contracts will augment Public Works' ability to rapidly carry out various County projects and meet regulatory requirements. They are for a 3-year term with two 1-year extension options.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Find that the proposed action is not a project under the provisions of 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 consultant services agreements with the following two small-sized firms: DRP Engineering, Inc., and D R Consultants & Designers, Inc., with PacRim Engineering, Inc. (a joint venture); the following two medium-sized firms: Lee & Ro, Inc., and Simpson & Simpson Management Consulting, Inc.; and the following three large-sized firms: HDR Engineering, Inc., Jacobs Engineering Group Inc., and Stantec Consulting Services Inc., to provide specialized on-call sewer maintenance engineering design, project management, inspection, and other support services for various County sewer projects for an aggregate maximum program amount not to exceed \$5 million annually for a total maximum

aggregate amount of \$25 million for the 3-year term with two 1-year extension options. 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 3 years from such commencement date. 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.

3. 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 \$5 million not-to-exceed annual-aggregate amount of the contract by up to 25 percent.
5. Delegate authority to the Director of Public Works or his designee to execute the two 1-year extension options on the previously referenced seven agreements at the discretion of the Director based upon workload demands and the level of satisfaction with the services provided.

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

Public Works administers the County of Los Angeles Consolidated Sewer Maintenance District and the Marina Sewer Maintenance District (Districts). The Districts serve about 2.5 million people within the unincorporated areas of the County and 37 cities. Public Works also performs sewer maintenance services for various County departments, including County-owned pump stations, and four contract cities. The sewer system maintained by Public Works includes over 4,600 miles of sanitary sewers, 162 pump stations, and 4 wastewater treatment plants.

As most of this infrastructure is located underground, signs of its deterioration are not readily apparent or visible. While Public Works' forces conduct regularly scheduled inspection and maintenance programs of the sewer system, there are unforeseen and/or emergency situations that occur without warning that require the repair, rehabilitation, or replacement of different elements of the infrastructure. The condition assessment and design of many of these systems require special expertise and knowledge in electrical and mechanical engineering, chemistry, and biological processes. The recommended consultant services agreements will provide Public Works with the ability to rapidly respond to unforeseen or specialized problems associated with our sewer collection system, pump stations, and wastewater treatment plants.

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

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

### **FISCAL IMPACT/FINANCING**

The contracts will be for a not-to-exceed aggregate program annual amount of \$5 million. The aggregate total of \$25 million represents the estimated cost to provide services over the 5-year period. The 3-year term of each agreement shall commence upon the date of the full execution of that agreement. The Director of Public Works or his designee may supplement the \$5 million not-to-exceed annual aggregate amount of the contract by up to 25 percent.

Funds will be encumbered in various Public Works funds at the time a consultant is directed to provide services. Total annual expenditures will not exceed the program amount approved by the Board. Sufficient funding is included in various Public Works Funds Fiscal Year 2022-23 Budgets. The primary funds are the Consolidated Sewer Maintenance District (GA9 – Services and Supplies), Marina Sewer Maintenance District Fund (GC6 – Services and Supplies), the nine zones within the Districts (GB1, GB4, GB8, GC2, GC3, GC4, GC5, GC9, and GD2 – Services and Supplies); and the Accumulative Capital Outlay Fund (J14 – Services and Supplies and Capital Assets-Infrastructure). Funds to finance the future years will be requested through the annual budget process.

### **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 will contain terms and conditions in compliance with the Chief Executive Office's and the Board's requirements. The consultant services agreements will contain terms and conditions in compliance with the Board's ordinances, policies, and programs. The agreements also include a provision requiring the consultant firms to track subcontractor's utilization of Local Small Business Enterprise, Disabled Veterans Business Enterprise, and Social Enterprise businesses.

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

The enclosed table of selected firms reflects the consultant's minority participation and the Community Business Enterprises participation data.



## **ENVIRONMENTAL DOCUMENTATION**

The proposed action is not a project pursuant to the California Environmental Quality Act (CEQA) because it is an activity that is excluded from the definition of a project by Section 15378(b) of the CEQA Guidelines. The proposed action to award as-needed sanitary sewer engineering design, project management, inspection, and other support 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 approval of any activities that constitute a project under CEQA.

## **CONTRACTING PROCESS**

On February 1, 2022, Public Works issued a Request for Proposals (RFP) for on-call sewer maintenance engineering design, project management, inspection, and other support services. The RFP was posted on both the "Doing Business With Los Angeles County" and "Do Business With Public Works" websites and in the *Los Angeles Daily Journal*, *Los Angeles Sentinel*, and *La Opinion* newspapers. Public Works reached out to non-Local Small Business Enterprise (LSBE) and/or Small Business Enterprise (SBE) firms to inform them and their subconsultants of the benefits of being a certified LSBE/SBE and to encourage them to become an LSBE/SBE, if eligible. The enclosure reflects the selected consultants' utilization participation.

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 10 firms would be awarded contracts as follows: 3 small-sized firms (with 25 or fewer personnel), 3 medium-sized firms (with 26 to 75 personnel), and 4 large-sized firms (with over 75 personnel).

On March 15, 2022, seven firms submitted proposals. An Evaluation Committee comprised of Public Works technical staff evaluated the proposals. The selected firms represent the best qualified firms from each size category to provide the required services based upon their technical expertise, proposed workplan, experience, personnel, qualifications, and understanding of the work requirements. The following firms were selected without regard to race, creed, color, or gender: small-sized firms: DRP Engineering, Inc., and D R Consultants & Designers, Inc., with PacRim Engineering, Inc. (a joint venture); medium-sized firms: Lee & Ro, Inc., and Simpson & Simpson Management Consulting, Inc.; and large-sized firms: HDR Engineering, Inc., Jacobs Engineering Group Inc., and Stantec Consulting Services Inc.

Based on the Evaluation Committee's review, all seven firms were selected for contracts. Public Works has determined that the firms' proposed rates for performing the services are reasonable.

The Community Business Enterprises participation data and 3-year contracting history for the seven 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 consultant services agreements are exempt from the requirements of Proposition A because the services are required on a part-time and intermittent basis. Public Works notified the Union on this solicitation.

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

There will be no negative impact on current County services or projects during the performance of the recommended consultant services agreements. These consultant services agreements will provide necessary engineering expertise to support, as needed, the implementation of the Sanitary Sewer Management Plan, which the Board adopted on November 7, 2018.

**CONCLUSION**

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

Respectfully submitted,

MARK PESTRELLA, PE  
Director of Public Works

MP:WJW:vr

Enclosure

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

**PROPOSERS' UTILIZATION PARTICIPATION AND COMMUNITY BUSINESS ENTERPRISE PROGRAM INFORMATION FOR  
ON-CALL SEWER MAINTENANCE ENGINEERING DESIGN, PROJECT MANAGEMENT, INSPECTION, AND OTHER SUPPORT  
SERVICES**

**SELECTED FIRMS**

	<b>Small-Sized Business Category Proposer Name</b>	<b>Local SBE</b>	<b>SBE</b>	<b>Minority</b>	<b>Women</b>	<b>Disadvantaged</b>	<b>DisabledVet</b>	<b>Social Enterprise</b>	<b>Lesbian, Gay, Bisexual, Transgender, Queer, and Questioning- Owned Business Enterprise</b>
<b>1</b>	<b>DRP Engineering, Inc.</b>	<b>x</b>	<b>x</b>	<b>x</b>		<b>x</b>			
	ADS								
	The Alliance Group	<b>x</b>	<b>x</b>		<b>x</b>				
	Flow Science	<b>x</b>	<b>x</b>						
	Gruen Associates		<b>x</b>	<b>x</b>					
	HDR Engineering, Inc.								
	Ninyo and Moore			<b>x</b>					
	Safeprobe, Inc.		<b>x</b>		<b>x</b>				
	Stantec								
	UltraSystems Environmental		<b>x</b>		<b>x</b>	<b>x</b>			
	Uniplan		<b>x</b>						
	VCA Engineers, Inc.	<b>x</b>	<b>x</b>	<b>x</b>		<b>x</b>			
<b>2</b>	<b>D R Consultants &amp; Engineers and PacRim Engineering Inc. (Joint Venture)</b>	<b>x</b>	<b>x</b>	<b>x</b>	<b>x</b>				
	C2PM	<b>x</b>	<b>x</b>	<b>x</b>	<b>x</b>				
	LIN Consulting, Inc.	<b>x</b>	<b>x</b>	<b>x</b>					
	McCormick-Busse, Inc. dba MBI Media		<b>x</b>		<b>x</b>				
	OCMI, Inc.						<b>x</b>		
	UltraSystems, Inc.				<b>x</b>	<b>x</b>			
	Wagner Engineering & Survey	<b>x</b>	<b>x</b>		<b>x</b>	<b>x</b>			
	Yorke Engineering, LLC.		<b>x</b>		<b>x</b>				
	Fugro USA Land, Inc.								
	Pro-Pipe, Inc.								
	<b>Medium-Sized Business Category Proposer Name</b>								
<b>1</b>	<b>LEE &amp; Ro, Inc.</b>			<b>x</b>					
	Associated Soils Engineering								

**PROPOSERS' UTILIZATION PARTICIPATION AND COMMUNITY BUSINESS ENTERPRISE PROGRAM INFORMATION FOR  
ON-CALL SEWER MAINTENANCE ENGINEERING DESIGN, PROJECT MANAGEMENT, INSPECTION, AND OTHER SUPPORT  
SERVICES**

	Bess Testlab			x		x			
	Converse Consultants	x							
	The Prizm Group								
	Traffic Control Engineering (TCE)					x			
	SwiftLee Office			x	x				
	Wagner Engineering & Survey, Inc.	x			x	x			
	V&A Consulting Engineers, Inc.				x	x			
2	<b>Simpson &amp; Simpson Management Consulting, Inc.</b>				x				
	HDR Engineering, Inc.								
	KPFF, Inc.								
	Geo-Advantec, Inc.	x	x						
	ForensisGroup, Inc.								
	<b>Large-Sized Business Category Proposer Name</b>								
1	<b>HDR Engineering, Inc.</b>								
	ADS, LLC.								
	Digital Mapping, Inc.		x	x	x				
	DRP Engineering, Inc.	x	x	x		x			
	KOA Corporation								
	Pure Technologies (Xylem)								
	Simpson & Simpson Management Consulting, Inc.	x			x				
	V&A Consulting Engineers, Inc.				x	x			
	Wagner Engineering & Survey, Inc.	x	x		x	x			
	Weck Laboratories, Inc.	x	x	x					
2	<b>Jacobs Engineering, Inc.</b>								
	A-Tech	x	x		x				
	ADS								
	Advantech	x	x	x		x			
	AIM Consulting			x		x			
	AP Engineering & Testing	x	x	x		x			
	BA Inc.	x	x			x			
	Coast Survey		x	x		x			

**PROPOSERS' UTILIZATION PARTICIPATION AND COMMUNITY BUSINESS ENTERPRISE PROGRAM INFORMATION FOR  
ON-CALL SEWER MAINTENANCE ENGINEERING DESIGN, PROJECT MANAGEMENT, INSPECTION, AND OTHER SUPPORT  
SERVICES**

	Gold Coast Environmental								
	Lee & Ro, Inc.			x					
	Lynn Capouya, Inc.				x				
	Pat Chem Labs	x	x		x				
	Rubicon		x		x	x			
	Underground Solutions								
<b>3</b>	<b>Stantec</b>								
	C Below	x							
	Casamar Group, LLC.	x	x	x		x	x		
	Coast Surveying, Inc.	x	x	x		x			
	CWE		x	x					
	D R Consultants & Designers, Inc.	x	x	x	x	x			
	DRP Engineering, Inc.	x	x	x		x			
	Eurofins Calscience, LLC.								
	Flow Science Incorporated	x	x						
	Geo-Advantec, Inc.	x	x						
	Hollins Consulting, Inc.	x	x	x		x			
	JMDiaz, Inc.	x	x	x		x			
	Katz & Associates, Inc.		x		x				
	LEE + Ro, Inc.			x					
	MTGL, Inc.	x	x	x	x	x			
	National Plant Services LLC								
	Ninyo and Moore Geotechnical & Environmental Sciences Consultants			x					
	PacRim Engineering, Inc.	x	x	x		x			
	Paris Kincaid Wasiewski								
	Paul Hansen Engineering, LLC.	x	x						
	Power-Tech Engineers, Inc.	x	x	x					
	Gelter Engineering, Inc. DBA ProjectLine	x	x	x	x	x			
	VCA Engineers, Inc.	x	x	x		x			
	Wood Environment & Infrastructure Solutions, 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 SEWER MAINTENANCE ENGINEERING DESIGN, PROJECT MANAGEMENT, INSPECTION, AND OTHER SUPPORT  
SERVICES**

<b>FIRM INFORMATION*</b>		DRP Engineering, Inc.	D R Consultants & Engineers and PacRim Engineering Inc. (Joint Venture)	LEE & RO, Inc.	Simpson & Simpson Management Consulting, Inc.	HDR Engineering, Inc.	Jacobs Engineering, Inc.
<b>BUSINESS STRUCTURE</b>		Corporation	Corporation	Corporation	Corporation	Corporation	Corporation
<b>CULTURAL/ETHNIC COMPOSITION</b>		<b>NUMBER / % OF OWNERSHIP</b>					
<b>OWNERS/PARTNERS</b>	Black/African American			1		N/A	2
	Hispanic/Latino		1			N/A	2
	Asian or Pacific Islander	1		4		N/A	8
	American Indian					N/A	
	Filipino					N/A	
	White	1		2	2	N/A	54
	<i>Female (included above)</i>		1		2	N/A	24
		<b>NUMBER</b>					
<b>MANAGER</b>	Black/African American			1		34	40
	Hispanic/Latino	2		3	1	136	46
	Asian or Pacific Islander	1		8	1	151	59
	American Indian					8	5
	Filipino			2		281	
	White	1	2	3	4	1919	690
	<i>Female (included above)</i>	1		2	4	714	250
<b>STAFF</b>	Black/African American	1			7	214	454
	Hispanic/Latino	8	3	12	16	626	641
	Asian or Pacific Islander	5	2	22	7	913	698
	American Indian					12	21
	Filipino		1	7	8	1132	
	White	4	6	14	26	5585	4797
	<i>Female (included above)</i>			16	31	3060	2132
<b>Total No. of Employees</b>		24	15	79	72	11,011	7,517

**PROPOSERS' UTILIZATION PARTICIPATION AND COMMUNITY BUSINESS ENTERPRISE PROGRAM INFORMATION FOR  
ON-CALL SEWER MAINTENANCE ENGINEERING DESIGN, PROJECT MANAGEMENT, INSPECTION, AND OTHER SUPPORT  
SERVICES**

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

<b>FIRM INFORMATION*</b>	Stantec					
--------------------------	---------	--	--	--	--	--

<b>BUSINESS STRUCTURE</b>	Corporation					
---------------------------	-------------	--	--	--	--	--

CULTURAL/ETHNIC COMPOSITION		NUMBER / % OF OWNERSHIP				
OWNERS/PARTN	Black/African American	N/A				
	Hispanic/Latino	N/A				
	Asian or Pacific Islander	N/A				
	American Indian	N/A				
	Filipino	N/A				
	White	N/A				
	Female (included above)	N/A				
			NUMBER			
MANAGER	Black/African American	18				
	Hispanic/Latino	74				
	Asian or Pacific Islander	70				
	American Indian	2				
	Filipino					
	White	1,421				
	Female (included above)	393				
STAFF	Black/African American	169				
	Hispanic/Latino	699				
	Asian or Pacific Islander	516				
	American Indian	17				
	Filipino					
	White	4,633				
	Female (included above)	2,160				
Total No. of Employees		8,012				

COUNTY CERTIFICATION						
CBE	N/A					
LSBE	N/A					

OTHER CERTIFYING AGENCY						
-------------------------	--	--	--	--	--	--

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

# BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

<b>CLUSTER AGENDA REVIEW DATE</b>	10/19/2022		
<b>BOARD MEETING DATE</b>	11/1/2022		
<b>SUPERVISORIAL DISTRICT AFFECTED</b>	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 <sup>st</sup> <input type="checkbox"/> 2 <sup>nd</sup> <input type="checkbox"/> 3 <sup>rd</sup> <input type="checkbox"/> 4 <sup>th</sup> <input type="checkbox"/> 5 <sup>th</sup>		
<b>DEPARTMENT(S)</b>	Public Works		
<b>SUBJECT</b>	Funding Supplement for On-Call Designated Underground Storage Tank Operator Services		
<b>PROGRAM</b>	N/A		
<b>AUTHORIZES DELEGATED AUTHORITY TO DEPT</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
<b>SOLE SOURCE CONTRACT</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why:		
<b>DEADLINES/ TIME CONSTRAINTS</b>	Deadline is November 30, 2022 New contract year will begin December 1, 2022.		
<b>COST &amp; FUNDING</b>	Total cost:	Funding source: Public Works Aviation Enterprise Fund (M02-Services and Supplies)	
	\$117,216		
	TERMS (if applicable): Approximately 4 years in its term.		
	Explanation: Adding an additional five County-owned airport locations.		
<b>PURPOSE OF REQUEST</b>	To add a funding supplement to Service Contract No. 003556 for On-Call Designated Underground Storage Tank Operator Services.		
<b>BACKGROUND (include internal/external issues that may exist including any related motions)</b>	The purpose of this recommended action is to supplement the annual contract amount for this service to accommodate increased maintenance required for an additional five County-owned airport locations.		
<b>EQUITY INDEX OR LENS WAS UTILIZED</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:		
<b>SUPPORTS ONE OF THE NINE BOARD PRIORITIES</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please state which one(s) and explain how: Environmental Health Oversight and Monitoring – The recommendation strengthens environmental monitoring and oversight by incorporating the underground storage tanks located at the County airports into Public Works' existing program for underground storage tank operator services.		
<b>DEPARTMENTAL CONTACTS</b>	Name, Title, Phone # & Email: Shari Afshari, Deputy Director, (626) 458-4008, cell (626) 695-3831, <a href="mailto:safshari@pw.lacounty.gov">safshari@pw.lacounty.gov</a>		





MARK PESTRELLA, Director

# COUNTY OF LOS ANGELES

## DEPARTMENT OF PUBLIC WORKS

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

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

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

November 1, 2022

IN REPLY PLEASE  
REFER TO FILE:

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

Dear Supervisors:

**SERVICES CONTRACT  
PUBLIC CONTRACTING AND ASSET MANAGEMENT CORE SERVICE AREA  
FUNDING SUPPLEMENT FOR ON-CALL DESIGNATED  
UNDERGROUND STORAGE TANK OPERATOR SERVICES  
(ALL SUPERVISORIAL DISTRICTS)  
(3 VOTES)**

**SUBJECT**

Public Works is seeking Board approval of a funding supplement to Services Contract No. 003556 for On-Call Designated Underground Storage Tank Operator Services for various areas throughout Los Angeles County to add five County-owned airport locations to this contract.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Find that the contract work is categorically exempt from provisions of the California Environmental Quality Act for the reasons stated in this Board letter and in the record of the project.
2. Approve a funding supplement to Services Contract No. 003556 with Tank-Tek Environmental Corporation, a Community Business Enterprise, for On-Call Designated Underground Storage Tank Operator Services to increase the annual contract amount by \$26,640 from \$114,720 to \$141,360 for each remaining contract term of the maximum potential contract term of 54 months, which will increase the maximum potential contract sum from the original approved \$567,864 to \$685,080.

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

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

The purpose of the recommended action is to supplement the annual contract amount for this service to accommodate maintenance required for five additional County-owned airport locations. The supplementation of Contract No. 003556 is necessary to ensure Public Works meets all requirements specified in the California Code of Regulations, Section 2716. The work to be performed will consist of a monthly update of each site's logbook, a monthly inspection of underground tanks and motor-fuel dispensers, and annual training of Public Works' employees.

Contract No. 003556 is set to expire on November 30, 2025, and it includes a month-to-month extension for up to 6 months, leaving approximately 4 years in its term. The additional cost of \$29,304, annually, will increase the maximum contract sum by \$117,216 from \$567,864 to \$685,080.

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

These recommendations support the County Strategic Plan: Strategy II.3, Make Environmental Sustainability our Daily Reality; and Objective II.3.1, Improve Water Quality, Reduce Water Consumption, and Increase Water Supplies to improve water quality and supplies by facilitating water infrastructure improvements by contracting the contractor that has the specialized expertise to provide these services accurately, efficiently, timely, and in a responsive manner that will support Public Works in meeting these goals.

### **FISCAL IMPACT/FINANCING**

Approval of the recommended action will increase the contract's annual amount from \$114,720 to \$141,360 for each remaining contract's term plus 10 percent of the annual contract sum for unforeseen additional work within the scope of the contract, if required, and an annual cost-of-living adjustment with a maximum potential contract term of 54 months and maximum potential contract sum of \$685,080. The total maximum potential contract sum includes any additional State or locally mandated inspection that may go into effect during the contract period. This amount is based on the annual unit prices quoted by the contractor and our estimated annual utilization of the contractor's

services. Adjustments will be made to the annual contract's sum for each option year over the term of the contracts to allow for an annual cost-of-living adjustment in accordance with County policy and the terms of the contracts.

Funding for the supplemental amount is included in the Public Works Aviation Enterprise Fund (M02-Services and Supplies) Fiscal Year 2022-23 Budget. When the need arises for services under this contract, financing the required services will be made from the appropriate fund source. Funds to finance the contract's optional years and 10 percent additional funding for contingencies will be requested through the annual budget process.

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

On October 5, 2021, the On-Call Designated Underground Storage Tank Operator Services Contract No. 003556 with Tank-Tek Environmental Corporation, a Community Business Enterprise, located in Riverside, California, was approved under County Executive Office delegated authority, authorizing annual contract expenditures of \$114,720. The contract, which went into effect on December 1, 2021, was for an initial 1-year period with three 1-year renewal options and a month-to-month extension up to 6 months, for a maximum potential contract term of 54 months. All terms, conditions, requirements, and specifications of the contract will remain unchanged.

In accordance with the Board policy, a supplement must be approved by the Board to allow services to be made to airport locations and bring the facilities up to an acceptable condition in a timely manner.

### **ENVIRONMENTAL DOCUMENTATION**

The proposed activity is exempt from the California Environmental Quality Act. The proposed action to provide designated operator services and training for underground storage tanks, with no expansion in use, is within a class of projects that has been determined not to have a significant effect on the environment, which meets the criteria set forth in Section 15301 of the California Environmental Quality Act Guidelines and Class 1 of the County's Environmental Document Reporting Procedures and Guidelines, Appendix G. In addition, based on the proposed project records, it will comply with all applicable regulations, and there are no cumulative impacts, unusual circumstances, damage to scenic highways, listing on hazardous waste sites 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)**

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

**CONCLUSION**

Please return one adopted copy of this Board letter to Public Works, Fleet Management Division.

Respectfully submitted,

MARK PESTRELLA, PE  
Director of Public Works

MP:RS:ey

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

# BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

<b>CLUSTER AGENDA REVIEW DATE</b>	10/19/2022		
<b>BOARD MEETING DATE</b>	11/1/2022		
<b>SUPERVISORIAL DISTRICT AFFECTED</b>	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 <sup>st</sup> <input type="checkbox"/> 2 <sup>nd</sup> <input type="checkbox"/> 3 <sup>rd</sup> <input type="checkbox"/> 4 <sup>th</sup> <input type="checkbox"/> 5 <sup>th</sup>		
<b>DEPARTMENT(S)</b>	Public Works		
<b>SUBJECT</b>	Funding Supplement for On-Call Underground and Aboveground Storage Tank Testing and Certification Services		
<b>PROGRAM</b>	N/A		
<b>AUTHORIZES DELEGATED AUTHORITY TO DEPT</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
<b>SOLE SOURCE CONTRACT</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why:		
<b>DEADLINES/ TIME CONSTRAINTS</b>	Deadline is January 31, 2023 New contract year will begin February 1, 2023.		
<b>COST &amp; FUNDING</b>	Total cost:	Funding source: Public Works Aviation Enterprise Fund (M02-Service and Supplies)	
	\$117,646		
	TERMS (if applicable): Approximately 2 years in its term.		
	Explanation: Adding an additional five County-owned airport locations.		
<b>PURPOSE OF REQUEST</b>	To add a funding supplement to Service Contract No. 003479 for On-Call Underground and Aboveground Storage Tank Testing and Certification Services.		
<b>BACKGROUND (include internal/external issues that may exist including any related motions)</b>	The purpose of this recommended action is to supplement the annual contract amount for this service to accommodate increased maintenance required for an additional five County-owned airport locations.		
<b>EQUITY INDEX OR LENS WAS UTILIZED</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:		
<b>SUPPORTS ONE OF THE NINE BOARD PRIORITIES</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please state which one(s) and explain how: Environmental Health Oversight and Monitoring – The recommendation strengthens environmental monitoring and oversight by incorporating the underground and aboveground storage tanks located at the County airports into Public Works' existing program for storage tank testing and certification.		
<b>DEPARTMENTAL CONTACTS</b>	Name, Title, Phone # & Email: Shari Afshari, Deputy Director, (626) 458-4008, cell (626) 695-3831, <a href="mailto:safshari@dpw.lacounty.gov">safshari@dpw.lacounty.gov</a>		



MARK PESTRELLA, Director

# COUNTY OF LOS ANGELES

## DEPARTMENT OF PUBLIC WORKS

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

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

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

IN REPLY PLEASE

REFER TO FILE: **FL-0**

November 1, 2022

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

Dear Supervisors:

**SERVICES CONTRACT  
PUBLIC CONTRACTING AND ASSET MANAGEMENT CORE SERVICE AREA  
FUNDING SUPPLEMENT FOR ON-CALL UNDERGROUND AND ABOVEGROUND  
STORAGE TANK TESTING AND CERTIFICATION SERVICES  
(ALL SUPERVISORIAL DISTRICTS)  
(3 VOTES)**

**SUBJECT**

Public Works is seeking Board approval of a funding supplement to Services Contract No. 003479 for On-Call Underground and Aboveground Storage Tank Testing and Certification Services for various areas throughout Los Angeles County to add five County-owned airport locations to this contract.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Find that the contract work is categorically exempt from provisions of the California Environmental Quality Act for the reasons stated in this Board letter and in the record of the project.
2. Approve a funding supplement to Services Contract No. 003479 with SunWest Engineering Constructors, Inc., a Community Business Enterprise, to increase the annual contract amount by \$53,475 from \$214,871 to \$268,346 for each remaining contract term of the maximum potential contract term of 54 months, which will increase the maximum potential contract sum from the original approved \$1,063,612 to \$1,181,258.

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

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

The purpose of the recommended action is to supplement the annual contract amount for this service to accommodate maintenance required for five additional County-owned airport locations. The supplementation of Contract No. 003479 is necessary to ensure Public Works meets all regulatory required testing, monitoring, and reporting for monitoring system certification; secondary containment testing; tank, line, and leak detector testing; and California Air Resources Board testing by certified technicians for all Public Works' underground and aboveground storage tank locations within unincorporated County areas.

Contract No. 003479 is set to expire on January 31, 2024, and it includes a month-to-month extension for up to 6 months, leaving approximately two years in its term. The additional cost of \$58,823, annually, will increase the maximum contract sum by \$117,646 from \$1,063,612 to \$1,181,258.

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

These recommendations support the County Strategic Plan: Strategy II.2, Support the Wellness of our Communities; and Objective II.2.3, Prioritize Environmental Health Oversight and Monitoring; and Strategy II.3, Make Environmental Sustainability our Daily Reality. The contractor who has the capacity to provide these specialized services to effectively minimize potential hazards by effectively testing and monitoring our sites to reduce the potential for environmental hazardous will support Public Works in meeting these goals.

### **FISCAL IMPACT/FINANCING**

Approval of the recommended action will increase the contract's annual amount from \$214,871 to \$268,346 for each remaining contract's term plus 10 percent of the annual contract sum for unforeseen additional work within the scope of the contract, if required, and an annual cost-of-living adjustment with a maximum potential contract term of 54 months and a maximum potential contract sum of \$1,181,258. The total maximum potential contract sum includes any additional State or locally mandated testing that may go into effect during the contract period. This amount is based on the annual unit prices

quoted by the contractor and our estimated annual utilization of the contractor's services. Adjustments will be made to the annual contract's sum for each option year over the term of the contracts to allow for an annual cost-of-living adjustment in accordance with County policy and the terms of the contracts.

Funding for the supplemental amount is included in the Public Works Aviation Enterprise Fund (M02-Services and Supplies) Fiscal Year 2022-23 Budget. When the need arises for services under this contract, financing the required services will be made from the appropriate fund source. Funds to finance the contract's optional years and 10 percent additional funding for contingencies will be requested through the annual budget process.

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

On January 14, 2020, the Board approved Agenda Item No. 22, On-Call Underground and Aboveground Storage Tank Testing and Certification Services Contract No. 003479 with SunWest Engineering Constructors, Inc., a Community Business Enterprise, located in Chino, California, authorizing annual contract expenditures of \$214,871. The contract, which went into effect on February 1, 2020, was for an initial 1-year period with three 1-year renewal options and a month-to-month extension up to 6 months, for a maximum potential contract term of 54 months. All terms, conditions, requirements, and specifications of the contract will remain unchanged.

In accordance with the Board policy, a supplement must be approved by the Board to allow services to be made to airport locations to bring the facilities up to an acceptable condition in a timely manner.

### **ENVIRONMENTAL DOCUMENTATION**

This service is categorically exempt from the provisions of the California Environmental Quality Act. The service to provide monitoring, testing, reporting, and certification of underground and aboveground storage tanks is within a class of projects that has been determined not to have a significant effect on the environment in that it meets the criteria set forth in Sections 15301 and 15309 of the California Environmental Quality Act Guidelines and Classes 1 and 9 of the County's Environmental Document Reporting Procedures and Guidelines, Appendix G. In addition, based on the proposed project records, the service will comply with all applicable regulations, and there are no cumulative impacts, unusual circumstances, damage to scenic highways, listing on hazardous waste sites 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)**

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

**CONCLUSION**

Please return one adopted copy of this Board letter to Public Works, Fleet Management Division.

Respectfully submitted,

MARK PESTRELLA, PE  
Director of Public Works

MP:RS:ey

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

# BOARD LETTER MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

<b>CLUSTER AGENDA REVIEW DATE</b>	10/19/2022	
<b>BOARD MEETING DATE</b>	11/1/2022	
<b>SUPERVISORIAL DISTRICT AFFECTED</b>	<input type="checkbox"/> All <input checked="" type="checkbox"/> 1 <sup>st</sup> <input type="checkbox"/> 2 <sup>nd</sup> <input type="checkbox"/> 3 <sup>rd</sup> <input type="checkbox"/> 4 <sup>th</sup> <input type="checkbox"/> 5 <sup>th</sup>	
<b>DEPARTMENT(S)</b>	Public Works	
<b>SUBJECT</b>	Construction Contract for the Vincent Community Bikeways Project	
<b>PROGRAM</b>	N/A	
<b>AUTHORIZES DELEGATED AUTHORITY TO DEPT</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
<b>SOLE SOURCE CONTRACT</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why: N/A	
<b>DEADLINES TIME CONSTRAINTS</b>	Project must be awarded within 6 months of the funding obligation date, which was August 18, 2022.	
<b>COST FUNDING</b>	Total cost: \$8,100,000	Funding source: Project is Federally funded through State Active Transportation Program, Flood Control District Fund, and with First and Fifth Supervisorial Districts' Transportation Improvement Programs Proposition C Local Return funds. Due to recent redistricting, the project is now entirely in SD1.
	TERMS (if applicable): N/A	
	Explanation: N/A	
<b>PURPOSE OF REQUEST</b>	Request Board to delegate the authority to the Director of Public Works to adopt plans, advertise, and award the project.	
<b>BACKGROUND (include internal/external issues that may exist including any related motions)</b>	Project consists of construction of bike lanes on Irwindale Avenue, Arrow Highway, Lark Ellen Avenue, Azusa Avenue, and bike path along Big Dalton Wash Channel within the Cities of Azusa, Covina, Irwindale, West Covina, and the unincorporated community of Vincent. Project also includes high visibility crosswalks, pavement reconstruction along the channel, and landscaping work.	
<b>EQUITY INDEX OR LENS WAS UTILIZED</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please explain how: Project improvements will support all roadway users, including those from disadvantaged communities.	
<b>SUPPORTS ONE OF THE NINE BOARD PRIORITIES</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please state which one(s) and explain how: Board Priority 7: Sustainability The project will construct bikeway access improvements that allows for an alternative mode of transportation. The project also encourages active transportation, which contributes to a healthier lifestyle and cleaner environment.	
<b>DEPARTMENTAL CONTACTS</b>	Name, Title, Phone Email: Steve Burger, Deputy Director, (626) 458-4018, cell (626) 476-9847, <a href="mailto:sburger@pw.lacounty.gov">sburger@pw.lacounty.gov</a>	





MARK PESTRELLA, Director

# COUNTY OF LOS ANGELES

## DEPARTMENT OF PUBLIC WORKS

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900 SOUTH FREMONT AVENUE  
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Telephone: (626) 458-5100  
<http://dpw.lacounty.gov>

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

November 1, 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  
DELEGATED AUTHORITY TO ADOPT, ADVERTISE, AND AWARD  
VINCENT COMMUNITY BIKEWAYS  
PROJECT ID NO. RDC0016225  
IN THE CITIES OF AZUSA, COVINA, IRWINDALE, AND WEST COVINA  
AND IN THE UNINCORPORATED COMMUNITY OF VINCENT  
(SUPERVISORIAL DISTRICT 1)  
(3 VOTES)**

**SUBJECT**

Public Works is seeking Board approval of the recommended actions that will approve the proposed Vincent Community Bikeways Project, delegate authority to adopt the plans and specifications, and procure and execute a construction contract for the proposed project located in the Cities of Azusa, Covina, Irwindale, and West Covina and in the unincorporated community of Vincent.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Determine that the recommended actions are within the scope of the County of Los Angeles 2012 Bicycle Master Plan Final Program Environmental Impact Report previously certified by the Board.

2. Approve the project and delegate to the Director of Public Works or his designee the authority to adopt the plans and specifications and advertise for bids at an estimated construction contract cost between \$4,000,000 and \$6,100,000 for the Vincent Community Bikeways 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 Vincent Community Roadway Project with the responsible contractor with the lowest responsive bid within or less than the estimated cost range of \$4,000,000 and \$6,100,000 or exceeds the estimated cost range by no more than 15 percent, if additional and appropriate funds have been identified.
6. Delegate to the Director of Public Works or his designee, the following authority in connection with this contract: (1) extend the date and time for the receipt of bids consistent with the requirements of State Public Contract Code, Section 4104.5; (2) allow substitution of subcontractors and relief of bidders upon demonstration of the grounds set forth in State Public Contract Code, Sections 4100 et seq. and 5100 et seq., respectively; (3) approve and execute change orders within the same monetary limits delegated to the Director of Public Works 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 comply with the California Environmental Quality Act and allow Public Works to accelerate construction to comply with grant deadlines for the Vincent Community Bikeways Project to construct bikeway facilities, including bike lanes on Irwindale Avenue, Arrow Highway, Lark Ellen, Azusa Avenue, as well as a bike path along the Big Dalton Wash Channel (see Enclosure).

The proposed bike facilities will provide connectivity within the existing network of bike lanes in the surrounding areas and are part of the Countywide Bicycle Master Plan.

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.

It is anticipated the work will start in July 2023 and be completed in June 2024.

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

These recommendations support the County Strategic Plan: Strategy II.2, Support the Wellness of our Communities, Objective II.2.2, Expand Access to Recreational and Cultural Opportunities, and Objective II.2.4, Promote Active and Healthy Lifestyles. In addition, these recommendations support the County Strategic Plan: Strategy III.3, Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability, Objective III.3.2, Manage and Maximize County Assets, by supporting ongoing efforts to encourage the use of alternate modes of transportation and manage and improve public infrastructure assets.

### **FISCAL IMPACT FINANCING**

There will be no impact to the County General Fund.

The estimated construction contract cost to complete this project is in the range of \$4,000,000 to \$6,100,000. The total project cost is estimated to be \$8,100,000. In addition to the construction contract cost, the total project cost includes the preparation of plans and specifications, consultant services, survey, right-of-way and utility clearances, inspection, contract administration, change order contingency, and other County services.

Portions of the project are in the Cities of Azusa, Covina, Irwindale, and West Covina. The cities will finance their respective jurisdictional shares of the project cost, estimated to be \$50,000, \$3,000, \$45,000, and \$3,000, under Service Requests.

The project will be administered utilizing Federal-aid funding in the amount of \$3,384,700 under the State Active Transportation Program (ATP) covered by existing County-State Agreement 78542. Under the ATP, Federal grant funds allocated to local agencies are used to finance a portion of the qualifying project cost. The remaining project cost is funded with \$2,000,000 of Flood Control District funds for the Vincent Community Greenway work, and with \$2,382,300 of the First Supervisorial District's and \$232,000 of the Fifth Supervisorial District's Transportation Improvement Programs Proposition C Local Return funds.

Funding for this project is included in the Flood Control District Fund (B07 - Capital Assets-Infrastructure and Services and Supplies) and the First 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 Budgets.

The cost for the operation and maintenance of the greenway elements will be included in Flood Control District Fund budget through the annual budget process beginning in Fiscal Year 2023-24.

#### **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 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.

This project contains Federal funding, which prohibits the application of preferences included within the Local and Targeted Worker Hire Policy. Accordingly, a Local and Targeted Worker Hire clause is not included for this project. Additionally, Title 49, Code of Federal Regulations requires an award to the lowest bidder to be eligible for Federal funding, therefore, the County Local Small Business Enterprise preference will not be applied to this project.

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**

On February 28, 2012, Agenda Item 7, the Board certified that the Final Program Environmental Impact Report (PEIR) for the County 2012 Bicycle Master Plan (BMP) is in compliance with the California Environmental Quality Act and that the Board reviewed and considered the information presented within the Final PEIR before it approved the BMP; found that the Final PEIR reflected the independent judgment and analysis of the County; determined that the significant adverse effect of the projects included in the BMP have been reduced to an acceptable level as outlined in the Findings of Fact; adopted the Mitigation Monitoring and Reporting Program and made a finding pursuant to Public Resources Code Section 21081.6, that the Mitigation Monitoring and Reporting Program is adequately designed to ensure compliance with the mitigation measures during the BMP implementation. Subsequently, on March 13, 2012, the Board adopted the County 2012 BMP to replace the 1975 Master Plan of Bikeways. The recommended actions are within the previously certified PEIR, where installation of a Class I bicycle path on Big Dalton Wash from Irwindale Avenue to Lark Ellen Avenue and from Arrow Highway to Citrus Avenue; and Class II bicycle lane on Irwindale from Badillo Street to 340 feet North of Cypress Street, Arrow Highway from Lark Ellen Avenue to East of Azusa Avenue, and Lark Ellen Avenue from Big Dalton Wash to 200 feet south of Arrow Highway, was considered in the Final PEIR for the 2012 BMP. There are no changes to the project or to the circumstances under which the project is undertaken that require further review under CEQA.

Upon the Board's approval of the Vincent Community Bicycle Project, Public Works will file a Notice of Determination with the Registrar-Recorder/County Clerk in accordance with 21152 (a) of the California Public Resources Code and will post the Notice of Determination to its website in accordance with Section 21092.2.



The previously certified PEIR is available and can be viewed at 900 South Fremont Avenue, Alhambra, CA 91803 as well as online at: <https://pw.lacounty.gov/tpp/bike/masterplan.cfm>. The custodian of such documents and other materials is Edward Dingman, Senior Civil Engineer, Transportation Planning and Programs, 11th Floor, Los Angeles County Public Works.

### **CONTRACTING PROCESS**

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:

<https://lacounty.gov/business/doing-business-with-la-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.

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

When the project is completed, it will have a positive impact by providing an alternative means of transportation, which will reduce pollution and contribute to a cleaner environment. Additionally, it will provide recreational opportunities by providing a bike path along the Big Dalton Channel.

The Honorable Board of Supervisors  
November 1, 2022  
Page 7

## **CONCLUSION**

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

Respectfully submitted,

MARK PESTRELLA, PE  
Director of Public Works

MP:RLG:dw

Enclosure

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

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# BOARD LETTER ☒ MEMO CLUSTER FACT SHEET

☒ Board Letter

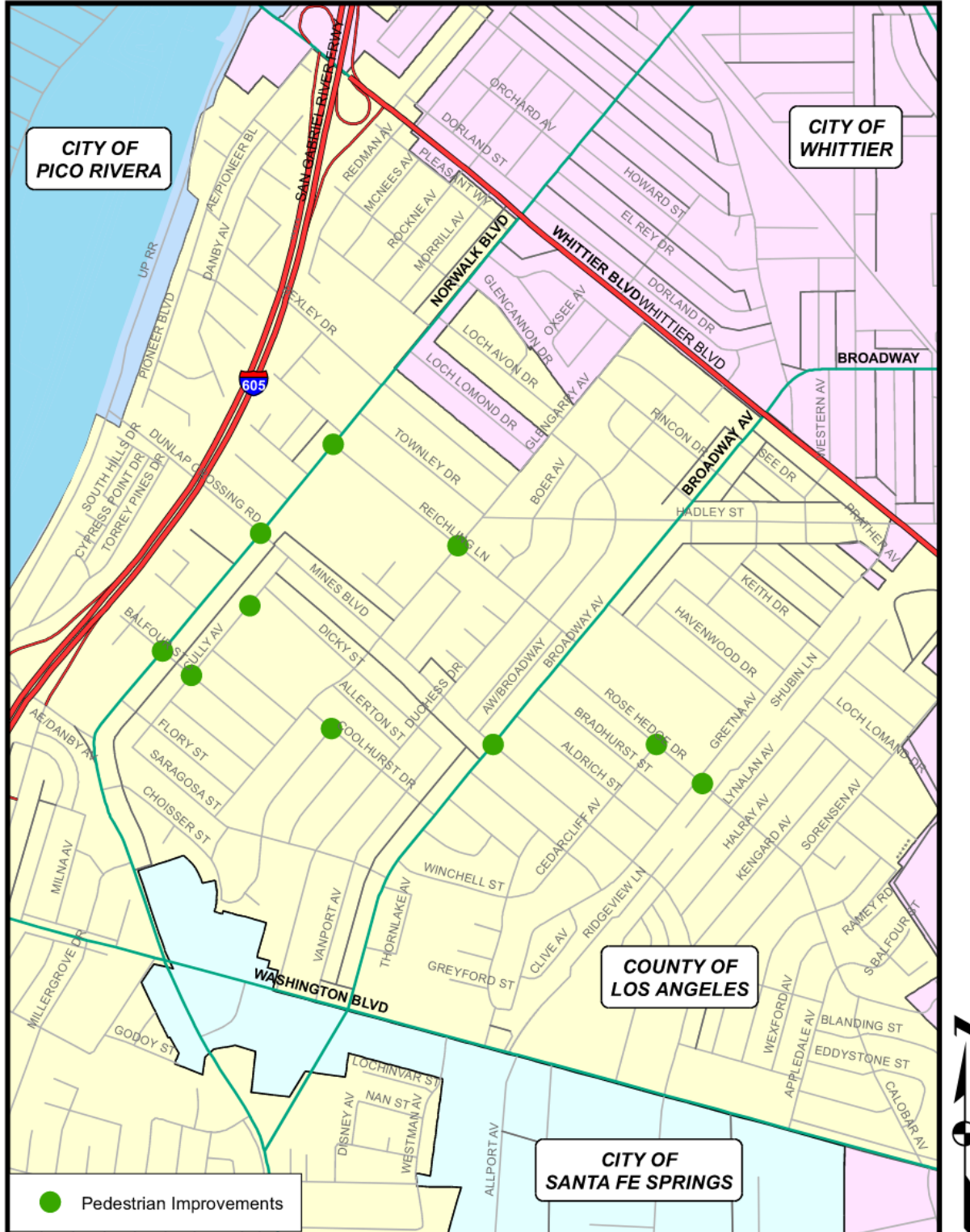
☐ Board Memo

☐ Other

<b>CLUSTER AGENDA REVIEW DATE</b>	10/19/2022		
<b>BOARD MEETING DATE</b>	11/1/2022		
<b>SUPERVISORIAL DISTRICT AFFECTED</b>	<input type="checkbox"/> All <input type="checkbox"/> 1 <sup>st</sup> <input type="checkbox"/> 2 <sup>nd</sup> <input type="checkbox"/> 3 <sup>rd</sup> <input checked="" type="checkbox"/> 4 <sup>th</sup> <input type="checkbox"/> 5 <sup>th</sup>		
<b>DEPARTMENT(S)</b>	Public Works		
<b>SUBJECT</b>	Los Nietos Safe Routes to School - Phase 2 Project		
<b>PROGRAM</b>	N/A		
<b>AUTHORIZES DELEGATED AUTHORITY TO DEPT</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
<b>SOLE SOURCE CONTRACT</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why: N/A		
<b>DEADLINES <input type="checkbox"/> TIME CONSTRAINTS</b>	Project must advertise by November 5, 2022, to comply with Federal funding reimbursement guidelines (award contract before February 17, 2023).		
<b>COST <input type="checkbox"/> FUNDING</b>	Total cost: <input type="checkbox"/> 3,800,000	Funding source: Active Transportation Program Grant and Fourth Supervisorial District's Transportation Improvement Program Measure R Local Return and Proposition C Local Return funds.	
	TERMS (if applicable): N/A		
	Explanation: N/A		
<b>PURPOSE OF REQUEST</b>	Board approval to procure a construction contract for the Los Nietos Safe Routes to School-Phase 2 Project.		
<b>BACKGROUND (include internal <input checked="" type="checkbox"/> external issues that may exist including any related motions)</b>	Federal and local funds will be used to construct pedestrian access improvements at ten mid-block signalized or non-signalized intersections within the Los Nietos and West Whittier communities, including curb extensions; new and upgraded curb ramps; a new signalized pedestrian crossings; signage improvements; new sidewalks; pedestrian countdown heads; and pedestrian push buttons.		
<b>EQUITY INDEX OR LENS WAS UTILIZED</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:		
<b>SUPPORTS ONE OF THE NINE BOARD PRIORITIES</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please state which one(s) and explain how: Board Priority <input type="checkbox"/> 7: Sustainability The project will construct pedestrian access improvements to make the community more livable. It will promote a walkable environment and improve safety and accessibility for area residents, especially students.		
<b>DEPARTMENTAL CONTACTS</b>	Name, Title, Phone <input type="checkbox"/> <input type="checkbox"/> Email: Steve Burger, Deputy Director, (626) 458-4018, cell (626) 476-9847 <a href="mailto:sburger@pw.lacounty.gov">sburger@pw.lacounty.gov</a>		

LOS NIETOS SAFE ROUTES TO SCHOOL – PHASE 2

Location Map





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

November 1, 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  
DELEGATED AUTHORITY TO ADOPT, ADVERTISE, AND AWARD  
LOS NIETOS SAFE ROUTES TO SCHOOL - PHASE 2  
PROJECT ID NO. RDC0016316  
IN THE UNINCORPORATED COMMUNITIES OF  
LOS NIETOS AND WEST WHITTIER  
(SUPERVISORIAL DISTRICT 4)  
(3 VOTES)**

**SUBJECT**

Public Works is seeking Board approval of the recommended actions that will approve the Los Nietos Safe Routes to School - Phase 2 Project, delegate authority to adopt the plans and specifications, and procure and execute a construction contract for the proposed project located in the unincorporated communities of Los Nietos and West Whittier.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Find that the recommended actions are within the scope of a previously approved exemption 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 \$1,700,000 and \$2,500,000 for the Los Nietos Safe Routes to School - Phase 2 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 Los Nietos Safe Routes to School – Phase 2 Project with the responsible contractor with the lowest responsive bid within or less than the estimated cost range of \$1,700,000 and \$2,500,000 or that exceeds the estimated cost range by no more than 15 percent if additional and appropriate funds have been identified.
6. Delegate authority 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 the project is exempt from the California Environmental Quality Act (CEQA) and allow Public Works to accelerate construction for the Los Nietos Safe Routes to School - Phase 2 Project in the unincorporated communities of Los Nietos and West Whittier (see Enclosure).



The project will improve 10 mid-block signalized or non-signalized intersections, including the reconstruction of curb ramps, sidewalks, and curb and gutters, along with various traffic signal improvements to enhance pedestrian mobility and safety.

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 meet our commitment to the Los Nietos and West Whittier communities to complete the project timely without jeopardizing grant funding.

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

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

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

### **FISCAL IMPACT/FINANCING**

There will be no impact to the County General Fund.

The estimated construction contract cost to complete this project is in the range of \$1,700,000 to \$2,500,000. The total project cost is estimated to be \$3,800,000. In addition to the construction contract cost, 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.

The project will be administered utilizing Federal-aid funding in the amount of \$1,452,000 under the State Active Transportation Program covered by existing County-State Agreement 78542. Under the Active Transportation Program, Federal grant funds allocated to local agencies are used to finance a portion of the qualifying project cost. The remaining project cost, estimated at \$2,348,000, is funded with the Fourth Supervisorial District's Transportation Improvement Program Measure R Local Return Fund and Proposition C Local Return Fund in the amount of \$660,000 and \$1,688,000, respectively.

Funding for this project is included in the Fourth Supervisorial District's Transportation Improvement Program in the Measure R Local Return Fund (CN5 - Capital Assets-Infrastructure and Services and Supplies) and Proposition C Local Return Fund



(CN9 - Capital Assets-Infrastructure and Services and Supplies) Fiscal Year 2022-23 Budgets.

### **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.

This project contains Federal funding prohibiting the application of preferences included within the Local and Targeted Worker Hire Policy. Accordingly, a Local and Targeted Worker Hire clause is not included for this project. Additionally, Title 49, Code of Federal Regulations requires an award to the lowest bidder to be eligible for Federal funding; therefore, the County Local Small Business Enterprise preference will not be applied to this project.

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**

Your Board previously approved an exemption on August 10, 2021, pursuant to Section 15301 (c) of the State CEQA Guidelines and Class 1 (x) Subsections 14, 19, and 22 of the County's Environmental Document Reporting Procedures and Guidelines, Appendix G for this project to implement safe routes to school infrastructure. These recommendations are within the scope of the previously approved exemption from CEQA. 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**

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.

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

When the project is completed, it will have a positive impact to the Los Nietos and West Whittier communities by enhancing the overall safety of pedestrians and increasing their visibility and shortening the time in which the pedestrians will be in the roadway. It will also promote a walkable environment and improve accessibility for area residents, especially students.

The Honorable Board of Supervisors  
November 1, 2022  
Page 6

## **CONCLUSION**

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

Respectfully submitted,

MARK PESTRELLA, PE  
Director of Public Works

MP:RLG:ja

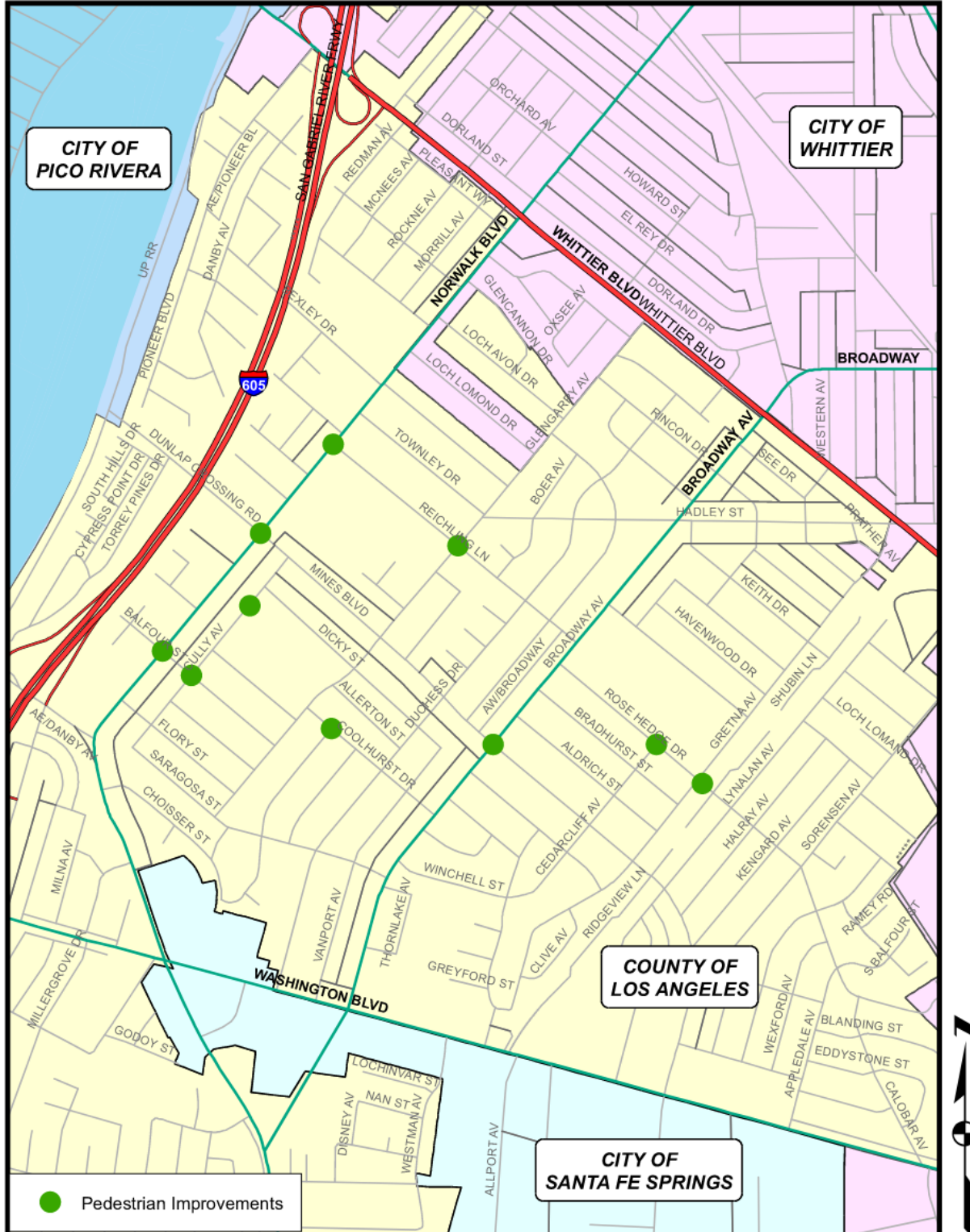
Enclosure

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

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LOS NIETOS SAFE ROUTES TO SCHOOL – PHASE 2

Location Map



# BOARD LETTER MEMO CLUSTER FACT SHEET

☒ Board Letter

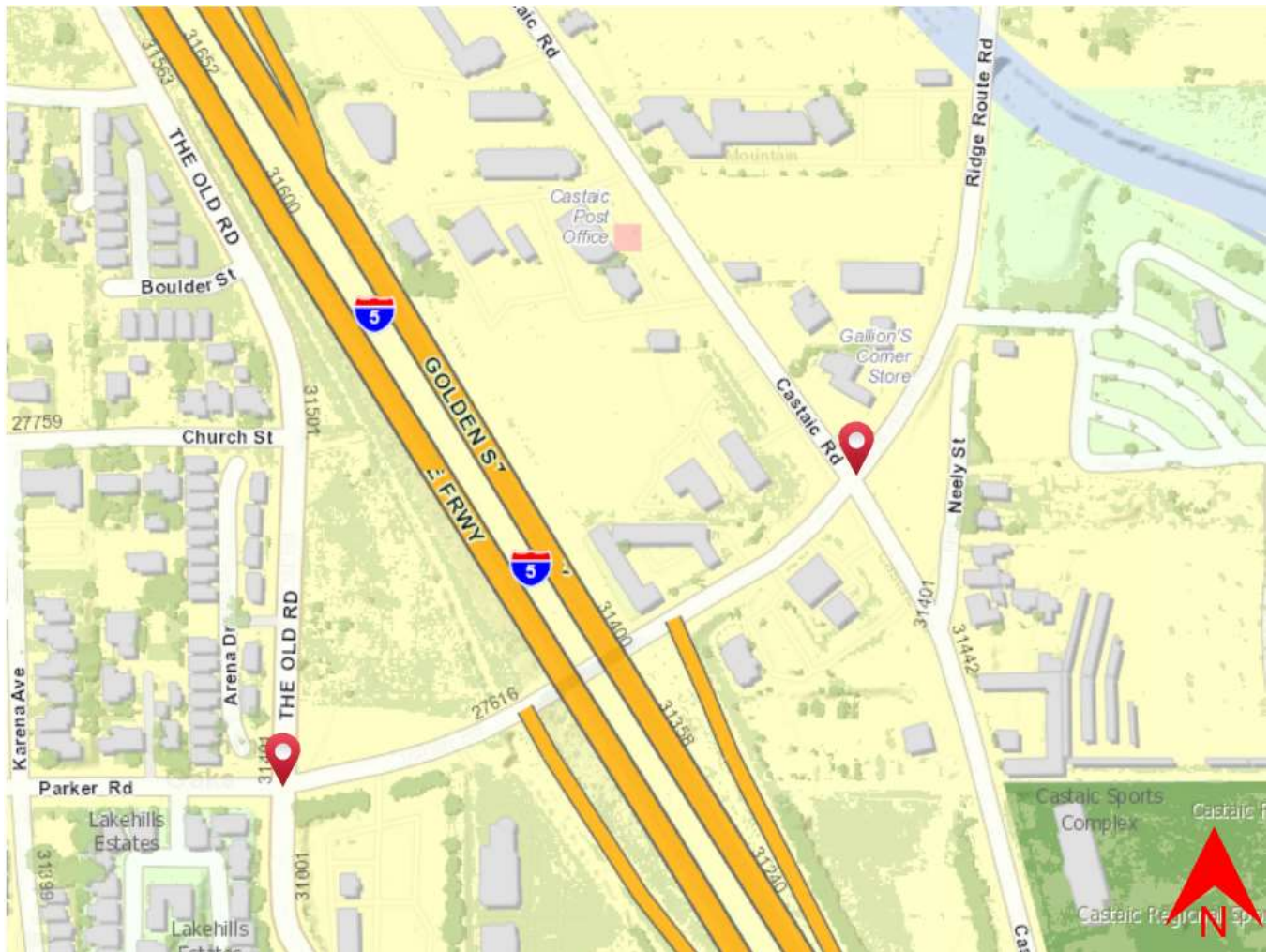
☐ Board Memo

☐ Other

<b>CLUSTER AGENDA REVIEW DATE</b>	10/19/2022							
<b>BOARD MEETING DATE</b>	11/1/2022							
<b>SUPERVISORIAL DISTRICT AFFECTED</b>	<input type="checkbox"/> All <input type="checkbox"/> 1 <sup>st</sup> <input type="checkbox"/> 2 <sup>nd</sup> <input type="checkbox"/> 3 <sup>rd</sup> <input type="checkbox"/> 4 <sup>th</sup> <input checked="" type="checkbox"/> 5 <sup>th</sup>							
<b>DEPARTMENT(S)</b>	Public Works							
<b>SUBJECT</b>	Construction Contract for the Castaic Road at Ridge Route Road and The Old Road at Parker Road Project.							
<b>PROGRAM</b>	N/A							
<b>AUTHORIZES DELEGATED AUTHORITY TO DEPT</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No							
<b>SOLE SOURCE CONTRACT</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why: N/A							
<b>DEADLINES TIME CONSTRAINTS</b>	Project desired to be completed by end of July 2023.							
<b>COST FUNDING</b>	<table border="1" style="width: 100%;"> <tr> <td style="width: 50%;">           Total cost:  <input type="checkbox"/> 2,800,000         </td><td style="width: 50%;">           Funding source:            Project is funded through Road Maintenance and Rehabilitation Account (RMRA) funds in the Road Fund Fiscal Year 2022-23 Budget.         </td></tr> <tr> <td colspan="2">           TERMS (if applicable):            N/A         </td></tr> <tr> <td colspan="2">           Explanation:            N/A         </td></tr> </table>		Total cost: <input type="checkbox"/> 2,800,000	Funding source: Project is funded through Road Maintenance and Rehabilitation Account (RMRA) funds in the Road Fund Fiscal Year 2022-23 Budget.	TERMS (if applicable): N/A		Explanation: N/A	
Total cost: <input type="checkbox"/> 2,800,000	Funding source: Project is funded through Road Maintenance and Rehabilitation Account (RMRA) funds in the Road Fund Fiscal Year 2022-23 Budget.							
TERMS (if applicable): N/A								
Explanation: N/A								
<b>PURPOSE OF REQUEST</b>	Request Board to delegate the authority to the Director of Public Works to adopt plans, advertise, and award the project.							
<b>BACKGROUND (include internal external issues that may exist including any related motions)</b>	<p>The intersections of Castaic Road at Ridge Route Road and The Old Road at Parker Road experience severe congestion when traffic is diverted from the I-5 Freeway during severe weather or heavy traffic conditions. The installation of traffic signals at both intersections will help reduce traffic congestion along the I-5 Corridor.</p> <p>Pursuant to the September 13, 2022, Board Motion, Public Works is working to accelerate construction of the traffic signals at these locations by completing the design and procuring a construction contract by the end of the year.</p>							
<b>EQUITY INDEX OR LENS WAS UTILIZED</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how: N/A							
<b>SUPPORTS ONE OF THE NINE BOARD PRIORITIES</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please state which one(s) and explain how: Board Priority <input type="checkbox"/> 7: Sustainability. The project will construct traffic signals that will improve traffic flow and safety for motorists, which contributes to a cleaner environment.							
<b>DEPARTMENTAL CONTACTS</b>	Name, Title, Phone <input type="checkbox"/> Email: Steve Burger, Deputy Director, (626) 458-4018, cell (626) 476-9847, <a href="mailto:sburger@pw.lacounty.gov">sburger@pw.lacounty.gov</a>							

ENCLOSURE  
November 1, 2022

**CASTAIC ROAD AT RIDGE ROUTE ROAD AND  
THE OLD ROAD AT PARKER ROAD  
PROJECT ID NO. TDS0001703**





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

November 1, 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  
CASTAIC ROAD AT RIDGE ROUTE ROAD AND  
THE OLD ROAD AT PARKER ROAD  
PROJECT ID NO. TDS0001703  
IN THE UNINCORPORATED COMMUNITY OF CASTAIC  
(SUPERVISORIAL DISTRICT 5)  
(3 VOTES)**

**SUBJECT**

Public Works is seeking Board approval of the proposed Castaic Road at Ridge Route Road and Old Road at Parker Road Project, delegate authority to adopt the plans and specifications, and procure and execute a construction contract for the proposed project located in the unincorporated community of Castaic.

**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 to the Director of Public Works or his designee the authority to adopt the plans and specifications that are on file with Public Works Project Management Division III for the Castaic Road at Ridge Route Road and The Old Road at Parker Road Project at an estimated construction contract cost between \$1,500,000 and \$2,000,000.
3. Delegate authority to the Director of Public Works or his designee to instruct the Executive Officer of the Board to advertise for bids in accordance with the Instruction Sheet for Publishing Legal Advertisement with the Notice Inviting Bids when ready to advertise this project.
4. Delegate authority to the Director of Public Works or his designee to determine whether the bid of the apparent responsible contractor with the lowest apparent responsive bid is, in fact, responsive and, if not responsive, to determine which apparent responsible contractor submitted the lowest responsive bid.
5. Delegate authority to the Director of Public Works or his designee to award and execute a construction contract for the Castaic Road at Ridge Route Road and The Old Road at Parker Road Project with the responsible contractor with the lowest responsive bid within or less than the estimated cost range of \$1,500,000 and \$2,000,000 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 AND JUSTIFICATION OF RECOMMENDED ACTION**

Approval of the recommended actions will find that the project is exempt from the California Environmental Quality Act (CEQA) and allow Public Works to accelerate construction of the Castaic Road at Ridge Route Road and The Old Road at Parker Road Project in the unincorporated community of Castaic (see Enclosure).



The intersections of Castaic Road at Ridge Route Road and The Old Road at Parker Road experience severe congestion when traffic is diverted from the I-5 Freeway during severe weather or heavy traffic conditions. The installation of traffic signals at both intersections will help reduce traffic congestion along the I-5 Corridor.

It is anticipated the work will start in April 2023 and be completed in July 2023.

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

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

### **FISCAL IMPACT & FINANCING**

There will be no impact to the County General Fund.

The estimated construction contract cost to complete this project is in the range of \$1,500,000 to \$2,000,000. The total project cost is estimated to be \$2,800,000. In addition to the construction contract cost, the total project cost includes the preparation of plans and specifications, construction engineering, inspection, contract administration, change order contingency, environmental compliance, and other County services.

Financing for this project is included in the Road Maintenance and Rehabilitation Account (RMRA) funds in the Road Fund 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 by County Counsel.

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

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

### **ENVIRONMENTAL DOCUMENTATION**

The proposed project is exempt from CEQA. The project to perform installation of new traffic signal systems and reconstruction of existing roadway pavement gutters and sidewalk, along with the installation of security fencing and gates, is within a class of projects that has been determined not to have a significant effect on the environment and that meets the criteria set forth in Section 15301 (c) of the State CEQA Guidelines and Class 1 (m) and 1 (x), Subsections 5, 14, 22, and 23 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, 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 Los Angeles County" and "Do Business with Public Works" websites for open bids:

<https://lacounty.gov/business/doing-business-with-la-county/>

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

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

The Honorable Board of Supervisors  
November 1, 2022  
Page 5

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 traffic flow and safety for motorists.

**CONCLUSION**

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

Respectfully submitted,

MARK PESTRELLA, PE  
Director of Public Works

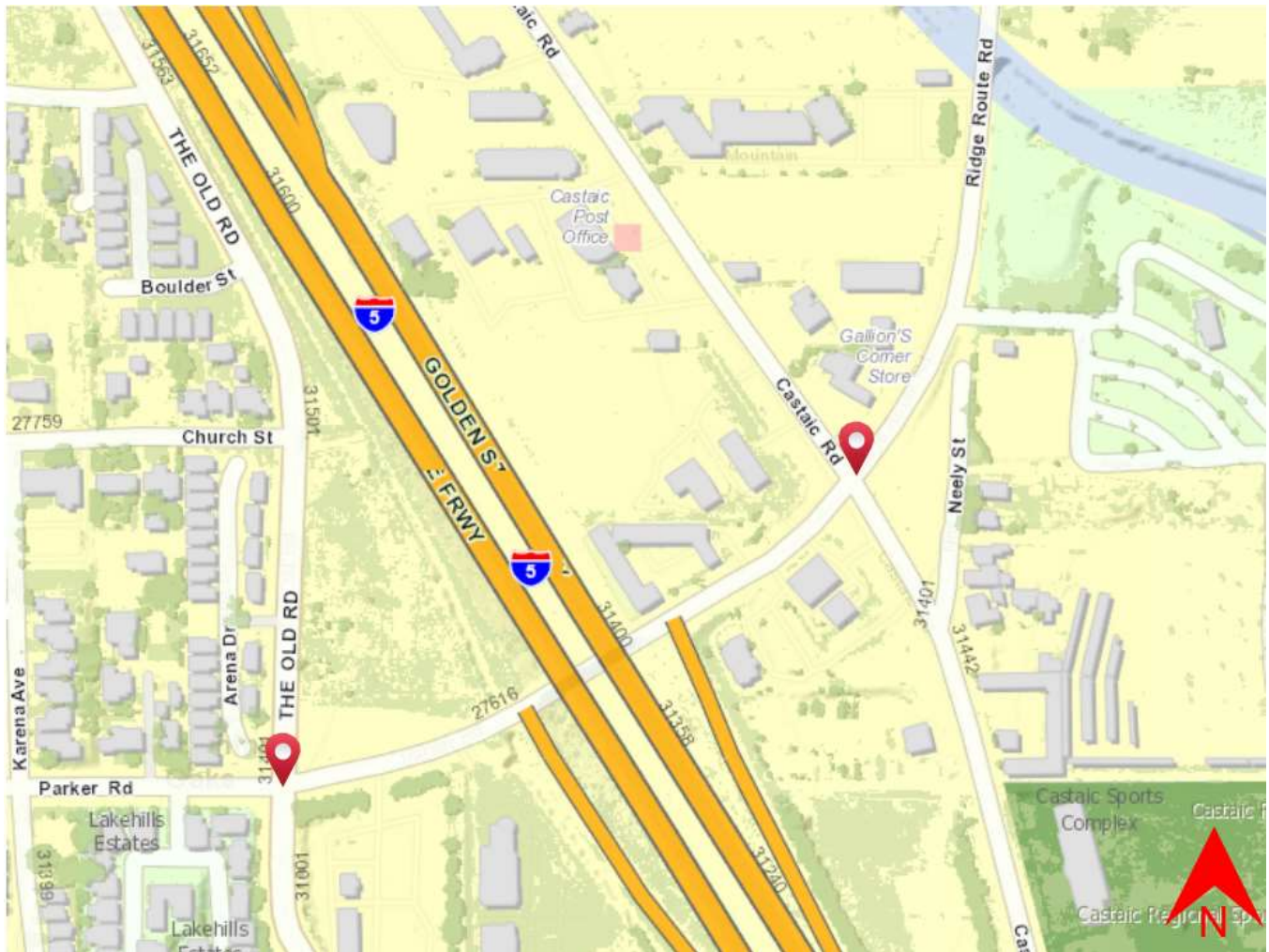
MP:RLG:smg

Enclosure

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

ENCLOSURE  
November 1, 2022

**CASTAIC ROAD AT RIDGE ROUTE ROAD AND  
THE OLD ROAD AT PARKER ROAD  
PROJECT ID NO. TDS0001703**



# BOARD LETTER MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

<b>CLUSTER AGENDA REVIEW DATE</b>	10/19/2022		
<b>BOARD MEETING DATE</b>	11/1/2022		
<b>SUPERVISORIAL DISTRICT AFFECTED</b>	<input type="checkbox"/> All <input type="checkbox"/> 1 <sup>st</sup> <input checked="" type="checkbox"/> 2 <sup>nd</sup> <input type="checkbox"/> 3 <sup>rd</sup> <input type="checkbox"/> 4 <sup>th</sup> <input type="checkbox"/> 5 <sup>th</sup>		
<b>DEPARTMENT(S)</b>	Public Works		
<b>SUBJECT</b>	Normandie and 95th Street Park Project		
<b>PROGRAM</b>	Parks and Recreation Capital Programs		
<b>AUTHORIZES DELEGATED AUTHORITY TO DEPT</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
<b>SOLE SOURCE CONTRACT</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why:		
<b>DEADLINES <input type="checkbox"/> TIME CONSTRAINTS</b>	It is requested that the agenda of November 1, 2022, be met in order to meet the Proposition 68 grant deadline of December 31, 2023.		
<b>COST <input type="checkbox"/> FUNDING</b>	Total cost: \$1,929,655	Funding source: State of California Department of Parks and Recreation's Proposition 68 Statewide Park Program (\$1,279,655).  United States Department of Housing and Urban Development Community Development Block Grant funds (\$650,000).	
	TERMS (if applicable): N/A		
	Explanation:		
<b>PURPOSE OF REQUEST</b>	Approve the proposed Normandie and 95th Street Park Project, and authorize Public Works to procure and execute a construction contract for the project located in the unincorporated area of Los Angeles County.		
<b>BACKGROUND (include internal/external issues that may exist including any related motions)</b>	The proposed project would develop an existing 0.16-acre of unimproved real property located at 9501 South Normandie Avenue, Los Angeles, CA 90044 in the unincorporated area of West Athens-Westmont. The park would include a new shaded play area for children, park amenities, perimeter fencing, lighting, irrigation, and landscaping.		
<b>EQUITY INDEX OR LENS WAS UTILIZED</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please explain how: This proposed project will provide a new community park in an underserved community that was deemed an area of very high park need according to the Los Angeles Countywide Comprehensive Parks and Recreation Needs Assessment Report dated May 2016.		
<b>SUPPORTS ONE OF THE NINE BOARD PRIORITIES</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please state which one(s) and explain how: Board Priority No. 5: Environmental Health Oversight and Monitoring. The proposed project complies with this priority by improving the physical environment and converting underutilized land into a community park for an underserved, park-poor community.  Board Priority No.7: Sustainability. The proposed project incorporates low impact development features like infiltration and biofiltration areas that are planned to manage the onsite stormwater throughout the park.		
<b>DEPARTMENTAL CONTACTS</b>	Name, Title, Phone <input type="checkbox"/> Email: Vincent Yu, Deputy Director, (626) 458-4010, cell (626) 614-7217, <a href="mailto:vyu@pw.lacounty.gov">vyu@pw.lacounty.gov</a>		

## Normandie and 95th Street Park Project Site



9501 South Normandie Avenue, Los Angeles, CA 90044

November 1, 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  
NORMANDIE AND 95TH STREET PARK PROJECT  
APPROVE CAPITAL PROJECT AND BUDGET  
ADOPT, ADVERTISE, AND AWARD  
SPECS. 7775; CAPITAL PROJECT NO. 69803  
(FISCAL YEAR 2022-23)  
(SUPERVISORIAL DISTRICT 2)  
(3 VOTES)**

**SUBJECT**

Public Works is seeking Board approval of the proposed Normandie and 95th Street Park Project, and to authorize Public Works to procure and execute a construction contract for the proposed project.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Find the proposed Normandie and 95th Street Park Project exempt from the California Environmental Quality Act for the reasons stated in this Board letter and in the record of the proposed project.
2. Approve the proposed Normandie and 95th Street Park Project, Capital Project No. 69803, with a total project budget of \$1,929,655.
3. Adopt the plans and specifications that are on file with Public Works for construction of the proposed Normandie and 95th Street Park Project, Capital Project No. 69803.
4. Instruct the Executive Officer of the Board to advertise the proposed project for bids to be received and opened on December 14, 2022, in accordance with the Instruction Sheet for Publishing Legal Advertisements.
5. Authorize the Director of Public Works or his designee to execute a consultant services agreement with the apparent lowest responsive and responsible bidder to



prepare a baseline construction schedule for a \$5,000 not-to-exceed amount funded by the project funds.

6. Delegate authority to the Director of Public Works or his designee to make the determination that a bid is nonresponsive and to reject a bid on that basis; to award to the next lowest responsive and responsible bidder; to waive inconsequential and nonmaterial deficiencies in bids submitted; and to determine, in accordance with the applicable contract and bid documents, whether the apparent lowest responsive and responsible bidder satisfied all conditions for contract award. Upon such determination, authorize the Director of Public Works or his designee to award and execute the construction contract, in the form previously approved by County Counsel, to the apparent lowest responsive and responsible bidder if the low bid can be awarded within the approved total budget. Establish the effective date of the contract upon receipt of acceptable performance and payment bonds, and evidence of required contractor insurance by Public Works, and to take all other actions necessary and appropriate to deliver the project.

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

Approval of the recommended actions will find the proposed Normandie and 95th Street Park Project exempt from the California Environmental Quality Act (CEQA), approve the proposed project and budget, adopt plans and specifications, allow advertising for construction bids, and authorize Public Works to award and execute a construction contract for the proposed project.

#### **Project Description and Background**

The proposed Normandie and 95th Street Park is located at 9501 South Normandie Avenue, Los Angeles, CA 90044 in the unincorporated area of West Athens-Westmont. Implementation of this proposed project would provide much needed recreational resources to a neighborhood with very high park needs, according to the 2016 Los Angeles Countywide Comprehensive Parks and Recreation Needs Assessment. The proposed project aims to develop an existing 0.16-acre of unimproved real estate property that will include a new shaded play area for children, park amenities, perimeter fencing, lighting, irrigation, and landscaping. Given the high need of the community and relative size of the park, the proposed project will be host to mobile recreation programs, such as Parks on the Move, which aims to bring a diversity of high-quality programming to parks throughout the Los Angeles County.

On November 5, 2019, the Board approved a motion for the Department of Parks and Recreation (DPR) to submit a grant application and accept grant funds through the



State of California DPR's Statewide Park Development and Revitalization Program of 2018 (Proposition 68) for the purposes of developing the new and on-site park amenities. The grant was awarded to DPR by the State in February 2020.

On February 19, 2021, the Los Angeles County Development Authority agreed to partially fund the proposed project through the United States Department of Housing and Urban Development (Federal HUD) Community Development Block Grant Program for the purposes of developing the new park.

On November 2, 2021, the Board established the proposed project and budget, approved an appropriation adjustment for the Proposition 68 funds, and allowed Public Works to proceed with design and planning efforts. The plans and specifications are now complete for the proposed project, and they are on file with Public Works for construction.

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

These recommendations support the County Strategic Plan: Strategy I.2, Enhance Our Delivery of Comprehensive Interventions, Objective I.2.4, Support Job Readiness and Increase Employment Opportunities for Youth Served by the County; Strategy II.1, Drive Economic and Workforce Development in the County, Objective II.1.2, Support Small Businesses and Social Enterprises; and Strategy II.2, Support the Wellness of our Communities, Objective II.2.2, Expand Access to Recreational and Cultural Opportunities, Objective II.2.3, Prioritize Environmental Health Oversight and Monitoring, and Objective II.2.4, Promote Active and Healthy Lifestyles.

The proposed project supports these goals by providing a new park facility that will greatly benefit an underserved population and meet the urgent need for community park and recreation facilities in traditionally park-poor communities. The proposed project will provide contracting opportunities that will support small businesses and social enterprises that could employ local and targeted workers.

### **FISCAL IMPACT & FINANCING**

The total project cost is estimated at \$1,929,655, which includes the plans and specifications, jurisdictional approvals, consultant services, Civic Arts, construction, change order contingency, and County services. The proposed project schedule and budget are summarized in Enclosure A.

The proposed project is funded with \$1,279,655 from State of California DPR's Statewide Park Development and Revitalization Program of 2018 funds, and \$650,000 from the Federal HUD Community Development Block Grant Program funds. Sufficient

appropriation is available in the Fiscal Year 2022-23 Capital Project/Refurbishment Budget under the Normandie and 95th Street Park Project, Capital Project No. 69803, to proceed with the project.

#### Operating Budget Impact

Based on the project description above, DPR anticipates one-time costs of \$24,000 and ongoing operating costs of \$148,000 to operate and maintain the facility. DPR will work on and submit a funding request through the budget process with the Chief Executive Office in order to allow DPR to operate, program, and maintain the new facility.

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

A standard construction contract, in a form previously approved by County Counsel, will be used that contains terms and conditions supporting the Board's ordinances, policies, and programs including, but not limited to, County's Greater Avenues for Independence and General Relief Opportunities for Work Programs, Contract Language to Assist in Placement of Displaced County Workers, and Notice to Employees Regarding the Federal Earned Income Credit (Federal Income Tax Law, Internal Revenue Service Notice 1015). The plans and specifications include the contractual provisions and material requirements necessary for the proposed project and are on file with Public Works' Business Relations and Contracts Division.

To ensure the contract is awarded to a responsible contractor with a satisfactory history of performance, bidders are required to report violations of the False Claims Act, criminal convictions, civil litigation, defaulted contracts with the County, complaints filed with the Contractor's State License Board, labor law/payroll violations, and debarment actions. As provided for in Board Policy No. 5.140, the information reported by the contractor will be considered before making an award.

In accordance with 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 the eligible design and construction costs, in the amount of \$12,000, eligible for allocation to the Civic Art Fund and restricted for spending on-site.

In accordance with the Board's consolidated Local and Targeted Worker Hire Policy adopted on September 6, 2016, the proposed project will include a best effort hiring goal that at least 30 percent of the total California craft worker hours for construction of the proposed project be performed by Local Residents and at least 10 percent be performed by Targeted Workers facing employment barriers.

Furthermore, due to the requirements of the Federal HUD funding, the proposed project will comply with the requirements of the Section 3 of the Housing and Community Development Act of 1968, as amended, which requires that employment and other economic opportunities generated by certain Federal HUD assistance be directed to low- and very low-income persons as established by their income limits.

### **ENVIRONMENTAL DOCUMENTATION**

The proposed project is categorically exempt from CEQA. The proposed project is within certain classes of projects that have been determined not to have a significant effect on the environment in that it meets criteria set forth in Sections 15303 (d) and (e); 15304 (a) and (b); and 15311 (a) and (c) of the State CEQA Guidelines; and Classes 3 (a) and (b); 4 (a) and (c); and 11 (c) and (d) of the County's Environmental Document Reporting Procedures and Guidelines, Appendix G, since the proposed project consists of construction of water mains, sewage, electrical, and other utility extensions to serve a limited number of new, small facilities, or structures including, but not limited to, children's play equipment, on-site signage, park amenities, and accessory structures. The proposed project also consists of minor alterations of land including, but not limited to, grading on land with a slope of less than 10 percent and new gardening or landscaping for installation of drought tolerant plantings, gardens, and concrete paved and open turf areas. Replacement features will have the same purpose and capacity. No trees will be removed as part of the proposed project.

Furthermore, based on the record of the proposed project, it will comply with all applicable regulations and is not located in a sensitive environment. There are no cumulative impacts, unusual circumstances, damage to scenic highways, listing on hazardous waste site lists compiled pursuant to Government Code Section 65962.5, or indications that it may cause a substantial adverse change in the significance of a historic resource that would make the exemption inapplicable.

Upon the Board's approval of the proposed project, Public Works will file a Notice of Exemption with the Registrar-Recorder/County Clerk in accordance with California Public Resources Code 21152 and will post the Notice of Exemption to the County's website pursuant to Section 21092.2 (d).

As the responsible entity for the Federal HUD Community Development Block Grant Program funding under the National Environmental Policy Act, the Los Angeles County Development Authority has determined that this proposed project is Categorical Excluded from the National Environmental Policy Act pursuant to Title 24 Code of Federal Regulations, Part 58, Section 58.35 (a) (6) because it involves activities that will not cause a significant effect on the environment.

## **CONTRACTING PROCESS**

Advertising for construction bids will be in accordance with the County's standard Instruction Sheet for Publishing Legal Advertisements (see Enclosure B). As requested by the Board on February 3, 1998, this contract opportunity will be listed on the County's "Doing Business with Us" and "Do Business with Public Works" websites.

Public Works will also inform the local small business enterprise about this business opportunity for those certified by the County of Los Angeles' Department of Consumers and Business Affairs. Participation by Community Business Enterprises (CBE) in the proposed project is encouraged through Public Works' CBE Outreach Program and by monitoring the good faith efforts of bidders to utilize CBE.

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

There will be no impact on current County services during the performance of the recommended actions.

## **CONCLUSION**

Please return one adopted copy of this Board letter to Public Works, Project Management Division II.

Respectfully submitted,

MARK PESTRELLA, PE  
Director of Public Works

MP:SK:mm

Enclosures

c: Department of Arts and Culture  
Auditor-Controller  
Chief Executive Office (Capital Programs Division)  
County Counsel  
Executive Office  
Department of Parks and Recreation

**CONSTRUCTION-RELATED CONTRACT  
CONSTRUCTION MANAGEMENT CORE SERVICE AREA  
NORMANDIE AND 95TH STREET PARK PROJECT  
APPROVE CAPITAL PROJECT AND BUDGET  
ADOPT, ADVERTISE, AND AWARD  
SPECS. 7775; CAPITAL PROJECT NO. 69803  
(FISCAL YEAR 2022-23)  
(SUPERVISORIAL DISTRICT 2)  
(3 VOTES)**

**I. PROJECT SCHEDULE**

<b>Project Activity</b>	<b>Completion Date</b>
Construction Documents	May 2022 <input type="checkbox"/>
Jurisdictional Approvals	September 2022 <input type="checkbox"/>
Construction Bid	December 2022
Construction	
Substantial Completion	November 2023
Project Acceptance	December 2023

☐ Indicates a completed activity

**II. PROJECT BUDGET**

<b>Budget Category</b>	<b>Budget</b>
Construction	
Low Bid Construction Contract	<input type="checkbox"/> 1,065,000
Civic Arts	<input type="checkbox"/> 12,000
Change Orders	<input type="checkbox"/> 160,000
Conservation Corps Labor	<input type="checkbox"/> 18,000
Utility Company Connection Fees	<input type="checkbox"/> 5,000
Subtotal	<input type="checkbox"/> 1,260,000
Plans and Specifications	<input type="checkbox"/> 136,000
Consultant Services	<input type="checkbox"/> 61,000
Miscellaneous Expenditures	<input type="checkbox"/> 16,000
Jurisdictional Reviews	<input type="checkbox"/> 44,000
County Services	<input type="checkbox"/> 412,655
<b>Total</b>	<b><input type="checkbox"/>1,929,655</b>

**CONSTRUCTION-RELATED CONTRACT  
CONSTRUCTION MANAGEMENT CORE SERVICE AREA  
NORMANDIE AND 95TH STREET PARK PROJECT  
APPROVE CAPITAL PROJECT AND BUDGET  
ADOPT, ADVERTISE, AND AWARD  
SPECS. 7775; CAPITAL PROJECT NO. 69803  
(FISCAL YEAR 2022-23)  
(SUPERVISORIAL DISTRICT 2)  
(3 VOTES)**

PUBLISHING LEGAL ADVERTISEMENTS: In accordance with the State of California Public Contract Code Section 20125, you may publish once a week for two weeks in a weekly newspaper or ten times in a daily newspaper. Forward three reprints of this advertisement to Public Works Business Relations and Contracts Division, 900 South Fremont Avenue, 8th Floor, Alhambra, California 91803-1331.

**OFFICIAL NOTICE OF  
INVITING BIDS**

Notice is hereby given that the Director of Public Works will receive sealed bids for materials, labor, and equipment required to complete construction for the following project:

<b><u>SD</u></b>	<b><u>SPECS</u></b>	<b><u>PROJECT</u></b>	<b><u>DATE OF BID OPENING</u></b>
2	7775	Normandie and 95th Street Park Project	December 14, 2022

Copies of the project manual and drawings for the project may be downloaded for free from the Public Works website <http://pw.lacounty.gov/go/constructioncontracts>. For bid information, please call Mr. Joseph Chang of Business Relations and Contracts Division at (626) 300-2346. Each bid shall be submitted electronically through Bid Express. Bids will be publicly opened, examined, and declared by Public Works at 1:00 p.m. on this date using Microsoft Teams Live Meeting platform.

Bids must conform to the drawings and project manual and all bidding requirements. This project requires the prime contractor to possess a valid California General Contractor's license and all licenses needed to complete the work (this may be possessed by a subcontractor to the general) at the time of bid submittal. The contractor should verify to his/her satisfaction that he/she holds the correct license for the project. The contractor and all of its subcontractors of any tier shall be required to pay prevailing wages to all workers employed in the execution of the work of improvement in accordance with the Labor Code Section 1770 et seq. Copies of prevailing rate of per diem wages are on file at the Public Works' Business Relations and Contracts Division, which shall be made available to any interested party upon request.

**PRE-BID CONFERENCE**

Public Works, Project Management Division II, will hold a voluntary prebid conference/site visit on Wednesday, November 16, 2022, at 10:00 a.m., at 9501 South Normandie Avenue, Los Angeles, California 90044 to provide information on the project, bidding process, and project walk and answer any questions that the potential bidders may have. For further directions, please contact Mr. Chang at [jochang@pw.lacounty.gov](mailto:jochang@pw.lacounty.gov). The County supports and encourages equal opportunity contracting. The contractor shall make good faith efforts, as defined in Section 2000 of the Public Contract Code, to contract with Community Business Enterprises. The Board of Supervisors reserves the right to reject any or all bids or to waive technical or inconsequential errors and discrepancies in bids submitted in the public's interest.

**Americans with Disabilities Act Information**



Individuals requiring reasonable accessibility accommodations may request written materials in alternate formats, physical accessibility accommodations, sign language interpreters, or other reasonable accommodations by contacting our departmental Americans with Disabilities Act Coordinator at (626) 458-4081, from 7:30 a.m. to 5 p.m., Monday through Thursday (excluding holidays). Persons who are deaf or hard of hearing may make contact by first dialing the California Relay Service at 7-1-1. Requests should be made at least one week in advance to ensure availability. When making a reasonable accommodation request, please reference [PMII-3].

**Información sobre la Ley de Estadounidenses con Discapacidades**



Individuos que requieran acomodamiento razonable pueden solicitar materiales escritos en formatos alternativos, acomodamiento físico, intérpretes en lenguaje de señas Americano u otros acomodamientos razonables comunicándose con nuestro Coordinador Departamental de la Ley de Estadounidenses con Discapacidades al (626) 458-4081, de 7:30 a.m. a 5 p.m., lunes a jueves (excluyendo días festivos). Personas con problemas auditivos pueden comunicarse primero marcando al Servicio de Difusión de California al 7-1-1. Solicitudes pueden hacerse por lo menos una semana antes para asegurar disponibilidad. Cuando se haga una petición razonable para acomodo, por favor mencione [PMII-3].

By order of the Board of Supervisors of the County of Los Angeles, State of California,  
dated November 1, 2022.

CELIA ZAVALA, EXECUTIVE OFFICER OF  
THE BOARD OF SUPERVISORS OF THE  
COUNTY OF LOS ANGELES

# BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter☐ Board Memo☐ Other

<b>CLUSTER AGENDA REVIEW DATE</b>	October 19, 2022	
<b>BOARD MEETING DATE</b>	November 1, 2022	
<b>SUPERVISORIAL DISTRICT AFFECTED</b>	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 <sup>st</sup> <input type="checkbox"/> 2 <sup>nd</sup> <input type="checkbox"/> 3 <sup>rd</sup> <input type="checkbox"/> 4 <sup>th</sup> <input type="checkbox"/> 5 <sup>th</sup>	
<b>DEPARTMENT(S)</b>	Regional Planning	
<b>SUBJECT</b>	Contract Approval for Los Angeles County Oil Well Amortization Study	
<b>PROGRAM</b>		
<b>AUTHORIZES DELEGATED AUTHORITY TO DEPT</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
<b>SOLE SOURCE CONTRACT</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why:	
<b>DEADLINES/ TIME CONSTRAINTS</b>		
<b>COST &amp; FUNDING</b>	Total cost: \$ 892,980	Funding source: Department operating budget FY 22-23
	TERMS (if applicable): 18-month	
	Explanation:	
<b>PURPOSE OF REQUEST</b>	Contract approval	
<b>BACKGROUND (include internal/external issues that may exist including any related motions)</b>	9/15/21 Board motion directing Regional Planning to perform a study to determine a study to determine an appropriate amortization schedule to terminate existing oil extraction activities within the unincorporated Los Angeles County.	
<b>EQUITY INDEX OR LENS WAS UTILIZED</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please explain how: The equity factor will be considered as a factor in the study	
<b>SUPPORTS ONE OF THE NINE BOARD PRIORITIES</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please state which one(s) and explain how: Environmental Health and Oversight Monitoring	
<b>DEPARTMENTAL CONTACTS</b>	Name, Title, Phone # & Email:  Hsiao-Ching Chen, Contract Manager, 213-974-6559, hchen@planning.lacounty.gov	



# LOS ANGELES COUNTY DEPARTMENT OF REGIONAL PLANNING

**AMY J. BODEK, AICP**  
Director,  
Regional Planning

**DENNIS SLAVIN**  
Chief Deputy Director,  
Regional Planning

**CONNIE CHUNG, AICP**  
Deputy Director,  
Regional Planning

**DAVID DE GRAZIA**  
Deputy Director,  
Regional Planning

**JON SANABRIA**  
Deputy Director,  
Regional Planning

**JOSEPH HORVATH**  
Administrative Deputy,  
Regional Planning

November 1, 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 CONTRACT TO PREPARE LOS ANGELES COUNTY OIL WELL AMORTIZATION STUDY (ALL DISTRICTS) (3 VOTES)**

### **SUBJECT**

Award contract to CJM Petroleum Consulting Inc. (Contractor) to prepare the Los Angeles County (County) Oil Well Amortization Study (Study).

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

1. Find that the contract is exempt from the California Environmental Quality Act (CEQA), pursuant to Section 15378 (b)(4) of the CEQA Guidelines;
2. Approve and instruct the Chair to sign the attached eighteen-month contract with the Contractor, effective the day after your Board's approval, with one six-month renewal option, at a maximum contract sum (MCS) of \$892,980, including a contingency of \$81,180 (10%); and
3. Delegate Authority to the Director of Regional Planning (Director) or her designee to approve and execute amendments to incorporate necessary changes to the contract that do not significantly affect the scope of work, exceed the MCS of \$892,980, or exercise the renewal option to extend the term of the contract; and to suspend work if, in the opinion of the Director, it is in the best interest of the County to do so.

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

On September 15, 2021, your Board approved a series of motions aiming to build a healthy, resilient, and equitable County through the just transition away from fossil fuels. One of the

motions specifically directed the Department of Regional Planning (DRP or Department) to designate all existing oil extraction activities within the unincorporated areas as legal non-conforming uses in all zones and to perform a study to determine an appropriate amortization schedule to terminate such uses.

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

The approval of this contract supports the County's 2016-2021 Strategic Plan Goal II - Foster Vibrant and Resilient Communities, Strategy II.2, Support the Wellness of Our Communities. The Study will support the County in designing appropriate termination procedures and amortization period(s) for the termination of oil extraction operations in the unincorporated areas of the County as expeditiously as possible.

### **FISCAL IMPACT/FINANCING**

The MCS of the contract is \$892,980, which is based on the work outlined in the Statement of Work and the price quoted by the Contractor. Project funding is Net County Cost funded through the Department's Fiscal Year 2022-2023 Operating Budget.

This contract does not include provisions for Cost-of-Living Adjustments throughout its term.

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

The contract (Attachment I) will become effective the day after Board approval and will continue for the initial term of eighteen (18) months. At the end of the initial term, the contract may be extended for one six-month option extension for a total contract term of two years.

The contract contains all the latest applicable Board mandated provisions, including those pertaining to consideration of hiring qualified County employees targeted for layoffs, contractor responsibility and debarment, Child Support program, GAIN/GROW participants, Safely Surrendered Baby Law, and the provisions of Paid Jury Service time for the Contractor's employees.

This contract is a non-Prop A contract because it is highly specialized. Consequently, there are no departmental employee relations issues, and the contract will not result in a reduction of County services. The award of this Contract will not result in the displacement of any County employees. Furthermore, DRP evaluated and determined that the Living Wage Program (County Code Chapter 2.201) does not apply to this Agreement.

The Contractor was selected without regard to race, creed, gender, or color.

DRP will not require the Contractor to perform services that exceed the Board-approved contract sum, scope of work, or contract term.

County Counsel has approved the contract as to form.

## **ENVIRONMENTAL DOCUMENTATION**

The approval of this contract does not constitute a project subject to CEQA, pursuant to Section 15378 (b)(4) of the CEQA Guidelines and the County's Environmental Document Reporting Procedures and Guidelines. Accordingly, it is exempt from CEQA as it will not result in either a direct or indirect physical change in the environment.

## **CONTRACTING PROCESS**

### **Union Notification**

Consistent with the provisions of the Memorandums of Understanding between the County and unions, Service Employees International Union Local 721 and California Association of Professional Employees were consulted prior to the release of the Request for Proposals (RFP) and had no objections with the solicitation.

### **Solicitation Outreach**

DRP initiated a competitive RFP process to solicit the necessary professional services. DRP released the RFP on June 8, 2022, via the County's WebVen system and posted on DRP's website. DRP published the RFP on the American Planning Association website frequently visited by planning and environmental professionals who might have the expertise to perform the Study. DRP also consulted subject-matter experts in the industry and agencies for recommendations of consultants who are well-known in this field and invited them to participate in the RFP process.

### **Proposal Evaluation**

Two proposals were received by the July 12, 2022, deadline to respond to the RFP and were reviewed for completeness to determine whether they met the minimum requirements. Both proposals met the minimum requirements and passed the initial screening. A six-member evaluation committee was formed to evaluate the proposals. The committee was comprised of representatives from the following County departments: Chief Sustainability Office, Public Health, Public Works, Economic Opportunity, and DRP. The committee members objectively evaluated the proposals submitted by the following vendors:

1. Baker & O'Brien, Inc.
2. CJM Petroleum Consulting Inc.

The committee evaluated the proposers' qualifications, project management, and methodologies using the Informed Averaging Method. References and costs were also factored in calculating the final scores. The Contractor ranked first based on the combined score of the business and cost proposals and had the lowest cost.

The Contractor is a certified Local Small Business Enterprise.

**DEBRIEFING**

In September 2022, DRP notified Baker & O'Brien, Inc. who were not selected for the contract award and offered a debriefing meeting to provide constructive feedback. Baker & O'Brien did not request a debriefing meeting until after the prescribed deadline had passed. DRP nevertheless met with Baker & O'Brien to offer feedback to improve its competitiveness in bidding for future County contracts.

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

The award of this contract will not result in the displacement of any County employees. Upon the Board's approval of this contract, DRP will be able to commence and complete the Study.

**CONCLUSION**

If you have any questions, please contact Ms. Hsiao-Ching Chen at (213) 974-6559 or via email at [hchen@planning.lacounty.gov](mailto:hchen@planning.lacounty.gov).

Respectfully submitted,

A handwritten signature in blue ink, appearing to read 'AJBodek', with a long horizontal line extending to the right.

AMY J. BODEK, AICP  
Director of Regional Planning

AJB:JH:HC:EY:el

Attachment

1. Oil Well Amortization Study Contract

c: Executive Office, Board of Supervisors  
Chief Executive Office (Christine Frias)  
County Counsel



**CONTRACT BY AND BETWEEN**

**COUNTY OF LOS ANGELES**

**AND**

**CJM PETROLEUM CONSULTING INC.**

**FOR**

**LOS ANGELES COUNTY OIL WELL AMORTIZATION STUDY**

**NOVEMBER 2022**

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**CONTRACT BETWEEN  
COUNTY OF LOS ANGELES  
AND  
CJM PETROLEUM CONSULTING INC.  
FOR  
LOS ANGELES COUNTY OIL WELL AMORTIZATION STUDY**

This Contract ("Contract") made and entered into this \_\_\_\_ day of November, 2022 by and between the County of Los Angeles, hereinafter referred to as "County" and CJM Petroleum Consulting Inc., hereinafter referred to as "Contractor." The Contractor is located at 506 S Spring St #13308 SMB#6241 Los Angeles, CA 90013.

**RECITALS**

WHEREAS, the County may contract with private businesses for consultant services when certain requirements are met; and

WHEREAS, the Contractor is a private firm specializing in preparing amortization studies for oil wells; and

WHEREAS, County is authorized by Government Code Section 31000 to contract for such services, including those contemplated herein; and

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

WHEREAS, Contractor has submitted a proposal to County to prepare the Los Angeles County Oil Well Amortization Study and Contractor has been selected for recommendation for award of this Contract.

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

**1 APPLICABLE DOCUMENTS**

Exhibits A, B, C, D, E, F & G are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or

interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency will be resolved by giving precedence first to the terms and conditions of the Contract and then to the Exhibits according to the following priority.

**Standard Exhibits:**

- Exhibit A - Statement of Work and Attachments
- Exhibit B - Pricing Schedule
- Exhibit C - Project Schedule
- Exhibit D - County's Administration
- Exhibit E - Contractor's Administration
- Exhibit F - COVID-19 Vaccination Certification of Compliance and Confidentiality Forms
- Exhibit F1 - Contractor Acknowledgement and Confidentiality Agreement
- Exhibit G - Safely Surrendered Baby Law

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

## **2 DEFINITIONS**

### **2.1 Standard Definitions:**

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

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

- 2.1.2 Contractor:** The person or persons, sole proprietor, partnership, joint venture, corporation or other legal entity who has entered into an agreement with the County to perform or execute the work covered by this contract.
- 2.1.3 Statement of Work:** The directions, provisions, and requirements provided herein and special provisions pertaining to the method, frequency, manner and place of performing the contract services.
- 2.1.4 Subcontract:** An agreement by the contractor to employ a subcontractor to provide services to fulfill this contract.
- 2.1.5 Subcontractor:** Any individual, person or persons, sole proprietor, firm, partnership, joint venture, corporation, or other legal entity furnishing supplies, services of any nature, equipment, and/or materials to the Contractor in furtherance of the Contractor's performance of this contract, at any tier, under oral or written agreement.
- 2.1.6 Board of Supervisors (Board):** The Board of Supervisors of the County of Los Angeles acting as governing body.
- 2.1.7 County Project Manager:** Person designated by County's Project Director to manage the operations under this contract.
- 2.1.8 County Contract Monitor:** Person with responsibility to oversee the day to day activities of this contract. Responsibility for inspections of any and all tasks, deliverables, goods, services and other work provided by the Contractor.
- 2.1.9 County Project Director:** Person designated by County with authority for County on contractual or administrative matters relating to this contract that cannot be resolved by the County's Project Manager.
- 2.1.10 Day(s):** Calendar day(s) unless otherwise specified.
- 2.1.11 Contractor Project Manager:** The person designated by the Contractor to administer the Contract operations under this Contract
- 2.1.12 Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.

### **3 WORK**

**3.1** Pursuant to the provisions of this Contract, the Contractor must fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth in herein.

**3.2** If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this contract, the same will be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor must have no claim whatsoever against the County.

### **4 TERM OF CONTRACT**

**4.1** The term of this Contract will be eighteen-month commencing after execution by County's Board of Supervisors, unless sooner terminated or extended, in whole or in part, as provided in this Contract.

**4.2** The County will have the sole option to extend this Contract term for up to one (1) additional six-month optional extension, for a maximum Contract term of two (2) years. Each such extension option may be exercised at the sole discretion of the Director of Regional Planning or his/her designee.

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

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

### **5 CONTRACT SUM**

#### **5.1 Total Contract Sum**

The "Maximum Contract Sum" (MCS) under this Contract will be the total monetary amount that would be payable by the County to the Contractor for providing required work under this Contract for the term. The MCS is \$892,900 including \$81,180 (10%) contingency. Total charges must not exceed the amounts set forth in Exhibit B - Pricing Schedule.

#### **5.2 Written Approval for Reimbursement**

The Contractor will not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of

same by any person or entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, must not occur except with the County's express prior written approval.

### **5.3 Notification of 75% of Total Contract Sum**

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

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

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

### **5.5 Invoices and Payments**

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

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

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

**5.5.4** The Contractor must submit the monthly invoices to the County by the 15<sup>th</sup> calendar day of the month following the month of service.

- 5.5.5** All invoices under this Contract must be submitted to the following address:

Los Angeles County Department of Regional Planning  
320 West Temple Street, Room 1383  
Los Angeles, CA 90012  
Attn: Hsiao-Ching Chen, Contract Manager  
[hchen@planning.lacounty.gov](mailto:hchen@planning.lacounty.gov)

**5.5.6 County Approval of Invoices**

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

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

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

**5.6 This Section is Intentionally Omitted**

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

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

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

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

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

## **6 ADMINISTRATION OF CONTRACT - COUNTY**

### **6.1 County Administration**

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

### **6.2 County's Project Director**

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

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

### **6.3 County's Project Manager**

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

- 6.3.1** Meeting with the Contractor's Project Manager on a regular basis; and
- 6.3.2** Inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor; however, in no event will Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby.
- 6.3.3** The County's Project Manager is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate County in any respect whatsoever.



#### **6.4 County's Contract Monitor**

The role of the County's Contract Monitor is to oversee the day-to-day

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

### **7 ADMINISTRATION OF CONTRACT - CONTRACTOR**

#### **7.1 Contractor Administration**

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

#### **7.2 Contractor's Project Manager**

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

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

#### **7.3 Approval of Contractor's Staff**

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

#### **7.4 This Section is Intentionally Omitted**

#### **7.5 Background and Security Investigations**

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

investigation will be at the expense of the Contractor, regardless of whether the member of Contractor's staff passes or fails the background investigation.

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

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

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

## **7.6 Confidentiality**

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

**7.6.2** Contractor must indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Paragraph 7.6, as determined by County in its sole judgment. Any legal defense pursuant to contractor's indemnification obligations under this Paragraph 7.6 will be conducted by contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County will have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County will be entitled to retain its own counsel, including, without

limitation, County Counsel, and to reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor will not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

**7.6.3** Contractor must inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.

**7.6.4** Contractor must sign and adhere to the provisions of the "Contractor Acknowledgement and Confidentiality Agreement", Exhibit G1.

## **8 STANDARD TERMS AND CONDITIONS**

### **8.1 Amendments**

**8.1.1** For any change which affects the scope of work, term, contract sum, payments, or any term or condition included under this Contract, an amendment to the Contract must be prepared and executed by the contractor and by The Director of Regional Planning or his/her designee OR it may have to be executed by the Board of Supervisors.

**8.1.2** The County's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Executive Officer. To implement such changes, an Amendment to the Contract must be prepared and executed by the contractor and by the Director of Regional Planning.

**8.1.3** The Director of Regional Planning or his/her designee may at his/her sole discretion, authorize extensions of time as defined in Paragraph 4 - Term of Contract. The contractor agrees that such extensions of time will not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an Amendment to the Contract must be prepared and executed by the contractor and by the Board of Supervisors.

### **8.2 Assignment and Delegation/Mergers or Acquisitions**

**8.2.1** The contractor must notify the County of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If the contractor is restricted from legally notifying the County of pending acquisitions/mergers, then it should notify the County of the actual acquisitions/mergers as soon as the law allows and provide to the County the legal

framework that restricted it from notifying the County prior to the actual acquisitions/mergers.

**8.2.2** The contractor must not assign, exchange, transfer, or delegate its rights or duties under this Contract, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment, delegation, or otherwise transfer of its rights or duties, without such consent will be null and void. For purposes of this paragraph, County consent will require a written Amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Contract will be deductible, at County's sole discretion, against the claims, which the contractor may have against the County.

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

### **8.3 Authorization Warranty**

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

### **8.4 Budget Reductions**

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

## **8.5 Complaints**

The contractor must develop, maintain and operate procedures for receiving, investigating and responding to complaints.

### **8.5.1 Complaint Procedures**

- 8.5.1.1** Within five (5) business days after the Contract effective date, the contractor must provide the County with the contractor's policy for receiving, investigating and responding to user complaints.
- 8.5.1.2** The County will review the contractor's policy and provide the contractor with approval of said plan or with requested changes.
- 8.5.1.3** If the County requests changes in the contractor's policy, the contractor must make such changes and resubmit the plan within five (5) business days for County approval.
- 8.5.1.4** If, at any time, the contractor wishes to change the contractor's policy, the contractor must submit proposed changes to the County for approval before implementation.
- 8.5.1.5** The contractor must preliminarily investigate all complaints and notify the County's Project Manager of the status of the investigation within five (5) business days of receiving the complaint.
- 8.5.1.6** When complaints cannot be resolved informally, a system of follow-through will be instituted which adheres to formal plans for specific actions and strict time deadlines.
- 8.5.1.7** Copies of all written responses must be sent to the County's Project Manager within five (5) business days of mailing to the complainant.

## **8.6 Compliance with Applicable Law**

- 8.6.1** In the performance of this Contract, contractor must comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.
- 8.6.2** Contractor must indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and

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

## **8.7 Compliance with Civil Rights Laws**

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

- 8.7.1** That contractor has a written policy statement prohibiting discrimination in all phases of employment.
- 8.7.2** That contractor periodically conducts a self-analysis or utilization analysis of its work force.
- 8.7.3** That Contractor has a system for determining if its employment practices are discriminatory against protected groups.
- 8.7.4** Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables.

## **8.8 Compliance with the County's Jury Service Program**

### **8.8.1 Jury Service Program:**

This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through

2.203.090 of the Los Angeles County Code, a copy of which is attached as Exhibit H and incorporated by reference into and made a part of this Contract.

## **8.8.2 Written Employee Jury Service Policy.**

**8.8.2.1** Unless the contractor has demonstrated to the County's satisfaction either that the contractor is not a "contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the contractor must have and adhere to a written policy that provides that its Employees will receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the Employee's regular pay the fees received for jury service.

**8.8.2.2** For purposes of this paragraph, "contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of fifty thousand dollars (\$50,000) or more in any twelve (12) month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the contractor. "Full-time" means forty (40) hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of ninety (90) days or less within a twelve (12) month period are not considered full-time for purposes of the Jury Service Program. If the contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor will also be subject to the provisions of this paragraph. The provisions of this paragraph will be inserted into any such subcontract agreement and a copy of the Jury Service Program must be attached to the agreement.



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

## **8.9 Conflict of Interest**

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



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

#### **8.10 Consideration of Hiring County Employees Targeted for Layoff or are on a County Re-Employment List**

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

#### **8.11 Consideration of Hiring GAIN-GROW Participants**

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

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

#### **8.12 Contractor Responsibility and Debarment**

##### **8.12.1 Responsible Contractor**

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

##### **8.12.2 Chapter 2.202 of the County Code**

The contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires

information concerning the performance of the contractor on this or other contracts which indicates that the contractor is not responsible, the County 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 County contracts for a specified period of time, which generally will not exceed five (5) years but may exceed five (5) years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the contractor may have with the County.

### **8.12.3 Non-responsible contractor**

The County may debar a contractor if the Board of Supervisors finds, in its discretion, that the contractor has done any of the following: 1) violated a term of a contract with the County or a nonprofit corporation created by the County, 2) committed an act or omission which negatively reflects on the contractor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the 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 County or any other public entity.

### **8.12.4 Contractor Hearing Board**

**8.12.4.1** If there is evidence that the contractor may be subject to debarment, the Department 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.

**8.12.4.2** The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The contractor and/or the contractor's representative will be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board will prepare a tentative proposed decision, which will contain a recommendation regarding whether the contractor should be debarred, and, if so, the appropriate length of time of the debarment. The contractor and the Department will be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

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

adopt the proposed decision and recommendation of the Contractor Hearing Board.

#### **8.12.5 Subcontractors of Contractor**

These terms will also apply to subcontractors of County contractors.

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

The contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The contractor understands that it is the County's policy to encourage all County 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](http://www.babysafela.org).

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

**8.14.1** The contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through contracts are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

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

#### **8.15 County's Quality Assurance Plan**

The County or its agent(s) will monitor the contractor's performance under this Contract on not less than an annual basis. Such monitoring will include assessing the contractor's compliance with all Contract terms and conditions and performance standards. Contractor deficiencies which the

County determines are significant or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors and listed in the appropriate contractor performance database. The report to the Board will include improvement/corrective action measures taken by the County and the contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Contract or impose other penalties as specified in this Contract.

#### **8.16 Damage to County Facilities, Buildings or Grounds**

**8.16.1** The contractor will repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by the contractor or employees or agents of the contractor. Such repairs must be made immediately after the contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

**8.16.2** If the contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs must be repaid by the contractor by cash payment upon demand.

#### **8.17 Employment Eligibility Verification**

**8.17.1** The contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The contractor must obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The contractor must retain all such documentation for all covered employees for the period prescribed by law.

**8.17.2** The contractor must indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

#### **8.18 Counterparts and Electronic Signatures and Representations**

This Contract may be executed in two or more counterparts, each of which will be deemed an original but all of which together will constitute

one and the same Contract. The facsimile, email or electronic signature of the Parties will be deemed to constitute original signatures, and facsimile or electronic copies hereof will be deemed to constitute duplicate originals.

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

## **8.19 Fair Labor Standards**

The contractor must comply with all applicable provisions of the Federal Fair Labor Standards Act and must indemnify, defend, and hold harmless the County and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the contractor's employees for which the County may be found jointly or solely liable.

## **8.20 Force Majeure**

**8.20.1** Neither party will be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this paragraph as "force majeure events").

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

**8.20.3** In the event contractor's failure to perform arises out of a force majeure event, contractor agrees to use commercially reasonable

best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

## **8.21 Governing Law, Jurisdiction, and Venue**

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

## **8.22 Independent Contractor Status**

**8.22.1** This Contract is by and between the County and the contractor and is not intended, and must not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the contractor. The employees and agents of one party must not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

**8.22.2** The contractor will be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The County will have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the contractor.

**8.22.3** The contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the contractor and not employees of the County. The contractor will be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the contractor pursuant to this Contract.

**8.22.4** The contractor must adhere to the provisions stated in Paragraph 7.6 (Confidentiality).

## **8.23 Indemnification**

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



## **8.24 General Provisions for all Insurance Coverage**

**8.24.1** Without limiting contractor's indemnification of County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, contractor must provide and maintain at its own expense insurance coverage satisfying the requirements specified in Paragraphs 8.24 and 8.25 of this Contract. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the contractor for liabilities which may arise from or relate to this Contract.

### **8.24.2 Evidence of Coverage and Notice to County**

**8.24.2.1** Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, must be delivered to County at the address shown below and provided prior to commencing services under this Contract.

**8.24.2.2** Renewal Certificates must be provided to County not less than ten (10) days prior to contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required contractor and/or sub-contractor insurance policies at any time.

**8.24.2.3** Certificates must identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate must match the name of the contractor identified as the contracting party in this Contract. Certificates must provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand dollars (\$50,000), and list any County required endorsement forms.



**8.24.2.4** Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the contractor, its insurance broker(s) and/or insurer(s), will be construed as a waiver of any of the Required Insurance provisions.

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

County of Los Angeles  
Department of Regional Planning  
320 West Temple Street, Room 1383  
Los Angeles, CA 90012  
Attention: Hsiao-Ching Chen, Contract Manager  
[hchen@planning.lacounty.gov](mailto:hchen@planning.lacounty.gov)

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

### **8.24.3 Additional Insured Status and Scope of Coverage**

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

#### **8.24.4 Cancellation of or Changes in Insurance**

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

#### **8.24.5 Failure to Maintain Insurance**

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

#### **8.24.6 Insurer Financial Ratings**

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

#### **8.24.7 Contractor's Insurance Must Be Primary**

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

#### **8.24.8 Waivers of Subrogation**

To the fullest extent permitted by law, the contractor hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Contract. The contractor must require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

#### **8.24.9 Subcontractor Insurance Coverage Requirements**

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

#### **8.24.10 Deductibles and Self-Insured Retentions (SIRs)**

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

#### **8.24.11 Claims Made Coverage**

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

#### **8.24.12 Application of Excess Liability Coverage**

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

#### **8.24.13 Separation of Insureds**

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

#### **8.24.14 Alternative Risk Financing Programs**

The County reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk

purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The County and its Agents must be designated as an Additional Covered Party under any approved program.

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

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

### **8.25 Insurance Coverage**

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

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

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

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

#### **8.25.4 Professional Liability-Errors and Omissions**

Insurance covering contractor's liability arising from or related to this Contract, with limits of not less than one million dollars (\$1,000,000) per claim and two million dollars (\$2,000,000) aggregate. Further, contractor understands and agrees it must maintain such coverage for a period of not less than three (3) years following this Agreement's expiration, termination or cancellation.

#### **8.26 Liquidated Damages**

**8.26.1** If, in the judgment of the Department Head, or his/her designee, the contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Department Head, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the contractor's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the contractor from the County, will be forwarded to the contractor by the Department Head, or his/her designee, in a written notice describing the reasons for said action.

**8.26.2** If the Department Head, or his/her designee, determines that there are deficiencies in the performance of this Contract that the Department Head, or his/her designee, deems are correctable by the contractor over a certain time span, the Department Head, or his/her designee, will provide a written notice to the contractor to correct the deficiency within specified time frames. Should the contractor fail to correct deficiencies within said time frame, the Department Head, or his/her designee, may: (a) Deduct from the contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is one hundred dollars (\$100) per day per infraction, or as specified in the Exhibit 2 (Performance Requirements Summary (PRS)) Chart Appendix B (Statement of Work Exhibits) hereunder, and that the contractor will be liable to the County for liquidated damages in said amount. Said amount will be deducted from the County's payment to the contractor; and/or (c) Upon giving five (5) days notice to the contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private contractor, will be deducted

and forfeited from the payment to the contractor from the County, as determined by the County.

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

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

## **8.27 Most Favored Public Entity**

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

## **8.28 Nondiscrimination and Affirmative Action**

**8.28.1** The contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

**8.28.2** Contractor certifies for the County each of the following:

**8.28.2.1** That Contractor has a written policy statement prohibiting discrimination in all phases of employment.

**8.28.2.2** That Contractor periodically conducts a self-analysis or utilization analysis of its work force.

**8.28.2.3** That Contractor has a system for determining if its employment practices are discriminatory against protected groups.

**8.28.2.4** Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables.

- 8.28.3** The contractor must take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action must include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 8.28.4** The contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
- 8.28.5** The contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies will comply with all applicable Federal and State laws and regulations to the end that no person will, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.
- 8.28.6** The contractor will allow County representatives access to the contractor's employment records during regular business hours to verify compliance with the provisions of this Paragraph 8.28 (Nondiscrimination and Affirmative Action) when so requested by the County.
- 8.28.7** If the County finds that any provisions of this Paragraph 8.28 (Nondiscrimination and Affirmative Action) have been violated, such violation will constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that the contractor has violated Federal or State anti-discrimination laws or regulations will constitute a finding by the County that the contractor has violated the anti-discrimination provisions of this Contract.
- 8.28.8** The parties agree that in the event the contractor violates any of the anti-discrimination provisions of this Contract, the County will, at its sole option, be entitled to the sum of five hundred dollars (\$500) for each such violation pursuant to California Civil Code



Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

**8.29 Non Exclusivity**

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

**8.30 Notice of Delays**

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

**8.31 Notice of Disputes**

The contractor must bring to the attention of the County's Project Manager and/or County's Project Director any dispute between the County and the contractor regarding the performance of services as stated in this Contract. If the County's Project Manager or County's Project Director is not able to resolve the dispute, the Director of Regional Planning, or his/her designee will resolve it.

**8.32 Notice to Employees Regarding the Federal Earned Income Credit**

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

**8.33 Notice to Employees Regarding the Safely Surrendered Baby Law**

The contractor must notify and provide to its employees, and will require each subcontractor to notify and provide to its employees, information regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The information is set forth in Exhibit I, Safely Surrendered Baby Law of this Contract. Additional information is available at [www.babysafela.org](http://www.babysafela.org).

**8.34 Notices**

All notices or demands required or permitted to be given or made under this Contract must be in writing and will be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in Exhibits E - County's Administration and F - Contractor's Administration. Addresses may be



changed by either party giving ten (10) days prior written notice thereof to the other party. The Director of Regional Planning, or his/her designee will have the authority to issue all notices or demands required or permitted by the County under this Contract.

### **8.35 Prohibition Against Inducement or Persuasion**

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

### **8.36 Public Records Act**

**8.36.1** Any documents submitted by the contractor; all information obtained in connection with the County's right to audit and inspect the contractor's documents, books, and accounting records pursuant to Paragraph 8.38 (Record Retention and Inspection-Audit Settlement) of this Contract; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and will be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County will not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

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

### **8.37 Publicity**

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

**8.37.1.1** The contractor must develop all publicity material in a professional manner; and

**8.37.1.2** During the term of this Contract, the contractor will not, and will not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County's Project Director. The County will not unreasonably withhold written consent.

**8.37.2** The contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this Paragraph 8.37 (Publicity) will apply.

### **8.38 Record Retention and Inspection-Audit Settlement**

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

**8.38.2** In the event that an audit of the contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the contractor or otherwise, then the contractor must file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the contractor's receipt thereof, unless otherwise

provided by applicable Federal or State law or under this Contract. Subject to applicable law, the County will make a reasonable effort to maintain the confidentiality of such audit report(s) 8.38.3. Failure on the part of the contractor to comply with any of the provisions of this subparagraph 8.38 will constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

**8.38.3** If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the County conduct an audit of the contractor regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the contractor, then the difference must be either: a) repaid by the contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the contractor from the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the contractor, then the difference will be paid to the contractor by the County by cash payment, provided that in no event will the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.

### **8.39 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 recycled-content paper to the maximum extent possible on this Contract.

### **8.40 Subcontracting**

**8.40.1** The requirements of this Contract may not be subcontracted by the contractor **without the advance approval of the County**. Any attempt by the Contractor to subcontract without the prior consent of the County may be deemed a material breach of this Contract.

**8.40.2** If the contractor desires to subcontract, the contractor must provide the following information promptly at the County's request:

8.40.2.1 A description of the work to be performed by the subcontractor;

8.40.2.2 A draft copy of the proposed subcontract; and

8.40.2.3 Other pertinent information and/or certifications requested by the County.

- 8.40.3** The Contractor must indemnify, defend, and hold the County harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were the contractor employees.
- 8.40.4** The contractor will remain fully responsible for all performances required of it under this Contract, including those that the contractor has determined to subcontract, notwithstanding the County's approval of the contractor's proposed subcontract.
- 8.40.5** The County's consent to subcontract will not waive the County's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Contract. The contractor is responsible to notify its subcontractors of this County right.
- 8.40.6** The County's Project Director is authorized to act for and on behalf of the County with respect to approval of any subcontract and subcontractor employees. After approval of the subcontract by the County, contractor must forward a fully executed subcontract to the County for their files.
- 8.40.7** The Contractor will be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.
- 8.40.8** The Contractor must obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by the County from each approved subcontractor. Before any subcontractor employee may perform any work hereunder, contractor must ensure delivery of all such documents to:

Los Angeles County Department of Regional Planning  
320 West Temple Street, Room 1383  
Los Angeles, CA 90012  
Attn: Contract Manager

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

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

Paragraph 8.43 (Termination for Default) and pursue debarment of the contractor, pursuant to County Code Chapter 2.202.

#### **8.42 Termination for Convenience**

**8.42.1** This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder will 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 will be no less than ten (10) days after the notice is sent.

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

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

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

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

#### **8.43 Termination for Default**

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

**8.43.1.1** The Contractor has materially breached this Contract; or

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

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

- 8.43.2** In the event that the County terminates this Contract in whole or in part as provided in Paragraph 8.43.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor will be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor will continue the performance of this Contract to the extent not terminated under the provisions of this paragraph.
- 8.43.3** Except with respect to defaults of any subcontractor, the Contractor will not be liable for any such excess costs of the type identified in Paragraph 8.43.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor will not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this paragraph, the term "subcontractor(s)" means subcontractor(s) at any tier.
- 8.43.4** If, after the County has given notice of termination under the provisions of Paragraph 8.43 (Termination for Default) it is determined by the County that the Contractor was not in default under the provisions of Paragraph 8.43 (Termination for Default) or that the default was excusable under the provisions of subparagraph 8.43.3, the rights and obligations of the parties will be the same as if the notice of termination had been issued pursuant to Paragraph 8.42 (Termination for Convenience).
- 8.43.5** The rights and remedies of the County provided in this Paragraph 8.43 (Termination for Default) will not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

#### **8.44 Termination for Improper Consideration**

- 8.44.1** The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this

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

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

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

#### **8.45 Termination for Insolvency**

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

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

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

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

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

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

#### **8.46 Termination for Non-Adherence of County Lobbyist Ordinance**

The Contractor, and each County Lobbyist or County Lobbying firm as



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

#### **8.47 Termination for Non-Appropriation of Funds**

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

#### **8.48 Validity**

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

#### **8.49 Waiver**

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

#### **8.50 Warranty Against Contingent Fees**

**8.50.1** The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any Contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

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



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

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

Unless 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 Los Angeles County Code Chapter 2.206.

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

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

**8.53 Time Off for Voting**

The Contractor must notify its employees, and must 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 must keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of Section 14000.

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

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

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

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

**8.55 This Section is Intentionally Omitted**

**8.56 Compliance with Fair Chance Employment Practices**

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

**8.57 Compliance with the County Policy of Equity**

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

**8.58 Prohibition from Participation in Future Solicitation(s)**

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

**8.59 COVID-19 Vaccinations of County Contractor Personnel**

**8.59.1** At Contractor's sole cost, Contractor must comply with [Chapter 2.212](#) (COVID-19 Vaccinations of County Contractor Personnel) of County Code Title 2 - Administration, Division 4. All employees of Contractor and persons working on its behalf,

including but not limited to, Subcontractors of any tier (collectively, "Contractor Personnel"), must be fully vaccinated against the novel coronavirus 2019 ("COVID-19") prior to (1) interacting in person with County employees, interns, volunteers, and commissioners ("County workforce members"), (2) working on County owned or controlled property while performing services under this Contract, and/or (3) coming into contact with the public while performing services under this Contract (collectively, "In-Person Services").

**8.59.2** Contractor Personnel are considered "fully vaccinated" against COVID-19 two (2) weeks or more after they have received (1) the second dose in a 2-dose COVID-19 vaccine series (e.g. Pfizer-BioNTech or Moderna), (2) a single-dose COVID-19 vaccine (e.g. Johnson and Johnson [J&J]/Janssen), or (3) the final dose of any COVID-19 vaccine authorized by the World Health Organization ("WHO").

**8.59.3** Prior to assigning Contractor Personnel to perform In-Person Services, Contractor must obtain proof that such Contractor Personnel have been fully vaccinated by confirming Contractor Personnel is vaccinated through any of the following documentation: (1) official COVID-19 Vaccination Record Card (issued by the Department of Health and Human Services, CDC or WHO Yellow Card), which includes the name of the person vaccinated, type of vaccine provided, and date of the last dose administered ("Vaccination Record Card"); (2) copy (including a photographic copy) of a Vaccination Record Card; (3) Documentation of vaccination from a licensed medical provider; (4) a digital record that includes a quick response ("QR") code that when scanned by a SMART HealthCard reader displays to the reader client name, date of birth, vaccine dates, and vaccine type, and the QR code confirms the vaccine record as an official record of the State of California; or (5) documentation of vaccination from Contractors who follow the CDPH vaccination records guidelines and standards. Contractor must also provide written notice to County before the start of work under this Contract that its Contractor Personnel are in compliance with the requirements of this section. Contractor must retain such proof of vaccination for the document retention period set forth in this Contract, and must provide such records to the County for audit purposes, when required by County.

**8.59.4** Contractor will evaluate any medical or sincerely held religious exemption request of its Contractor Personnel, as required by law. If Contractor has determined that Contractor Personnel is exempt pursuant to a medical or sincerely held religious reason, the Contractor must also maintain records of the Contractor Personnel's testing results. The Contractor must

provide such records to the County for audit purposes, when required by County. The unvaccinated exempt Contractor Personnel must meet the following requirements prior to (1) interacting in person with County workforce members, (2) working on County owned or controlled property while performing services under this Contract, and/or (3) coming into contact with the public while performing services under this Contract:

- 8.59.4.1** Test for COVID-19 with either a polymerase chain reaction (PCR) or antigen test has an Emergency Use Authorization (EUA) by the FDA or is operating per the Laboratory Developed Test requirements by the U.S. Centers for Medicare and Medicaid Services. Testing must occur at least weekly, or more frequently as required by County or other applicable law, regulation or order.
- 8.59.4.2** Wear a mask that is consistent with CDC recommendations at all times while on County controlled or owned property, and while engaging with members of the public and County workforce members.
- 8.59.4.3** Engage in proper physical distancing, as determined by the applicable County department that the Contract is with.

In addition to complying with the requirements of this section, Contractor must also comply with all other applicable local, departmental, State, and federal laws, regulations and requirements for COVID-19. A completed Exhibit F (COVID-19 Vaccination Certification of Compliance) is a required part of any agreement with the County.

## **9 UNIQUE TERMS AND CONDITIONS**

### **9.1 This Section is Intentionally Omitted**

### **9.2 Ownership of Materials, Software and Copyright**

- 9.2.1** County shall be the sole owner of all right, title and interest, including copyright, in and to all software, plans, diagrams, facilities, and tools (hereafter "materials") which are originated or created through 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 County 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.

- 9.2.2** During the term of this Contract and for five (5) years thereafter, the Contractor shall maintain and provide security for all of the Contractor's working papers prepared under this Contract. County shall have the right to inspect, copy and use at any time during and subsequent to the term of this Contract, any and all such working papers and all information contained therein.
- 9.2.3** Any and all materials, software and tools which are developed or were originally acquired by the Contractor outside the scope of this Contract, which the Contractor desires to use hereunder, and which the Contractor considers to be proprietary or confidential, must be specifically identified by the Contractor to the County's Project Manager as proprietary or confidential, and shall be plainly and prominently marked by the Contractor as "Proprietary" or "Confidential" on each appropriate page of any document containing such material.
- 9.2.4** The County will use reasonable means to ensure that the Contractor's proprietary and/or confidential items are safeguarded and held in confidence. The County agrees not to reproduce, distribute or disclose to non-County entities any such proprietary and/or confidential items without the prior written consent of the Contractor.
- 9.2.5** Notwithstanding any other provision of this Contract, the County will not be obligated to the Contractor in any way under subparagraph 9.4.4 for any of the Contractor's proprietary and/or confidential items which are not plainly and prominently marked with restrictive legends as required by subparagraph 9.4.3 or for any disclosure which the County is required to make under any state or federal law or order of court.
- 9.2.6** All the rights and obligations of this Paragraph 9.3 shall survive the expiration or termination of this Contract.

### **9.3 Patent, Copyright and Trade Secret Indemnification**

- 9.3.1** The Contractor shall indemnify, hold harmless and defend County from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, for or by reason of any actual or alleged infringement of any third party's patent or copyright, or any actual or alleged unauthorized trade secret disclosure, arising from or related to the operation and utilization of the Contractor's work under this Contract. County shall inform the Contractor as soon as practicable of any claim or action alleging such infringement or unauthorized disclosure, and shall support the Contractor's defense and settlement thereof.
- 9.3.2** In the event any equipment, part thereof, or software product becomes the subject of any complaint, claim, or proceeding

alleging infringement or unauthorized disclosure, such that County's continued use of such item is formally restrained, enjoined, or subjected to a risk of damages, the Contractor, at its sole expense, and providing that County's continued use of the system is not materially impeded, shall either:

**9.3.2.1** Procure for County all rights to continued use of the questioned equipment, part, or software product; or

**9.3.2.2** Replace the questioned equipment, part, or software product with a non-questioned item; or

**9.3.2.3** Modify the questioned equipment, part, or software so that it is free of claims.

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

#### **9.4 This Section is Intentionally Omitted**

#### **9.5 Data Destruction**

Contractor(s) and Vendor(s) that have maintained, processed, or stored the County of Los Angeles' ("County") data and/or information, implied or expressed, have the sole responsibility to certify that the data and information have been appropriately destroyed consistent with the National Institute of Standards and Technology (NIST) Special Publication SP 800-88 titled *Guidelines for Media Sanitization*. Available at:

<http://csrc.nist.gov/publications/PubsDrafts.html#SP-800-88 Rev.%201>

The data and/or information may be stored on purchased, leased, or rented electronic storage equipment (e.g., printers, hard drives) and electronic devices (e.g., servers, workstations) that are geographically located within the County, or external to the County's boundaries. The County must receive within ten (10) business days, a signed document from Contractor(s) and Vendor(s) that certifies and validates the data and information were placed in one or more of the following stored states: unusable, unreadable, and indecipherable.

Vendor must certify that any County data stored on purchased, leased, or rented electronic storage equipment and electronic devices, including, but not limited to printers, hard drives, servers, and/or workstations are destroyed consistent with the current National Institute of Standard and Technology (NIST) Special Publication SP-800-88, *Guidelines for Media Sanitization*. Vendor must provide County with written certification, within

ten (10) business days of removal of any electronic storage equipment and devices that validates that any and all County data was destroyed and is unusable, unreadable, and/or undecipherable.

## **9.6 Local Small Business Enterprise (LSBE) Preference Program**

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

**9.6.2** The Contractor will not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a LSBE.

**9.6.3** The Contractor will not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a LSBE.

**9.6.4** If the Contractor has obtained certification as a LSBE by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, will:

**9.6.4.1** Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;

**9.6.4.2** In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than ten (10) percent of the amount of the contract; and

**9.6.4.3** Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties will also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the State and the Department of



Consumer and Business Affairs of this information prior to responding to a solicitation or accepting a contract award.

## **9.7 Social Enterprise (SE) Preference Program**

- 9.7.1** This Contract is subject to the provisions of the County's ordinance entitled SE Preference Program, as codified in Chapter 2.205 of the Los Angeles County Code.
- 9.7.2** The Contractor must not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a SE.
- 9.7.3** The Contractor must not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a SE.
- 9.7.4** If the Contractor has obtained County certification as a SE by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, Contractor will:
- 9.7.4.1** Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;
  - 9.7.4.2** In addition to the amount described in subdivision (1) above, the Contractor will be assessed a penalty in an amount of not more than ten percent (10%) of the amount of the contract; and
  - 9.7.4.3** Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

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



## **9.8 Disabled Veteran Business Enterprise (DVBE) Preference Program**

- 9.8.1** This Contract is subject to the provisions of the County's ordinance entitled DVBE Preference Program, as codified in Chapter 2.211 of the Los Angeles County Code.
- 9.8.2** The Contractor must not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a DVBE.
- 9.8.3** The Contractor must not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a DVBE.
- 9.8.4** If the Contractor has obtained certification as a DVBE by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, the Contractor will:
  - 9.8.4.1** Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;
  - 9.8.4.2** In addition to the amount described in subdivision (1) above, the Contractor will be assessed a penalty in an amount of not more than 10 percent of the amount of the contract; and
  - 9.8.4.3** Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

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

## **10 Survival**

In addition to any terms and conditions of this Agreement that expressly survive expiration or termination of this Agreement by their terms, the following provisions shall survive the expiration or termination of this Agreement for any reason:

Paragraph 1 (Applicable Documents)

Paragraph 2 (Definitions)

Paragraph 3 (Work)

Paragraph 5.4 (No Payment for Services Provided Following  
Expiration/Termination of Agreement)

Paragraph 7.6 (Confidentiality)

Paragraph 8.1 (Amendments)

Paragraph 8.2 (Assignment and Delegation/Mergers or Acquisitions)

Paragraph 8.6.2

Paragraph 8.19 (Fair Labor Standards)

Paragraph 8.20 (Force Majeure)

Paragraph 8.21 (Governing Law, Jurisdiction, and Venue)

Paragraph 8.23 (Indemnification)

Paragraph 8.24 (General Provisions for all Insurance Coverage)

Paragraph 8.25 (Insurance Coverage)

Paragraph 8.26 (Liquidated Damages)

Paragraph 8.34 (Notices)

Paragraph 8.38 (Record Retention and Inspection/Audit Settlement)

Paragraph 8.42 (Termination for Convenience)

Paragraph 8.43 (Termination for Default)

Paragraph 8.48 (Validity)

Paragraph 8.49 (Wavier)

Paragraph 8.58 (Prohibition from Participation in Future Solicitation(s))

Paragraph 9.2 (Ownership of Materials, Software and Copyright)

Paragraph 9.3 (Patent, Copyright and Trade Secret Indemnification)

Paragraph 10 (Survival)

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

**CONTRACTOR**

**CJM Petroleum Consulting Inc.**

By **Colin Muir** Digitally signed by Colin Muir  
Date: 2022.10.05 18:30:33 +03'00'  
\_\_\_\_\_  
Name  
\_\_\_\_\_  
President  
\_\_\_\_\_  
Title

**COUNTY OF LOS ANGELES**

By \_\_\_\_\_  
Chair, Board of Supervisors

ATTEST:

, Executive Officer  
of the Board of Supervisors

By \_\_\_\_\_

APPROVED AS TO FORM:

DAWYN R. HARRISON  
Acting County Counsel

By \_\_\_\_\_  
Senior Deputy County Counsel

**EXHIBIT A**

**STATEMENT OF WORK**

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

**CONTRACTOR**

**CJM Petroleum Consulting Inc.**

By

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

**COUNTY OF LOS ANGELES**

By

\_\_\_\_\_  
Chair, Board of Supervisors

ATTEST:

Celia Zavala, Executive Officer,  
Board of Supervisors

By \_\_\_\_\_

APPROVED AS TO FORM:

DAWYN R. HARRISON  
Acting County Counsel

By \_\_\_\_\_  
Senior Deputy County Counsel

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## 1.0 STATEMENT OF WORK

- 1.1 Objectives:** The County of Los Angeles (County) Department of Regional Planning (DRP) seeks an experienced Consultant Team (Contractor) to work with DRP on the technical analysis of the minimum amortization period(s) required for cessation of non-conforming status for idle and active oil wells within unincorporated Los Angeles County. Specifically, the Contractor shall assess the requirements, prepare a preferred approach to an amortization study, and finalize a work program to analyze varying criteria, establish categories of oil operations sharing similar operational or investment characteristics, apply an environmental justice priority rating factor, and recommend amortization schedules to phase out oil drilling and the resultant closure of idle and active wells. The results of the amortization model(s) may result in further amendments to the County's municipal code. Additionally, the Contractor shall apply a weighted factor methodology to the results of the amortization model(s) and present recommendations for well closures in disadvantaged areas.

This engagement is expected to be completed within a 12-month period.

- 1.2 Background:** On September 15, 2021 the County Board of Supervisors (Board) approved a series of related motions aimed at achieving a goal of a healthy, resilient, and equitable region through the just transition away from fossil fuels. One such motion [\(link\)](#) directed DRP to designate all existing oil extraction (upstream) activities within unincorporated Los Angeles County as legal non-conforming uses in all zones. The motion further directed DRP to prepare an amortization model(s) to determine the appropriate amortization period for termination of the use.

Unincorporated Los Angeles County includes approximately 1,556 known active or idle oil well locations, touching upon some of the largest oil fields within the County, including but not limited to the Wilmington, Inglewood, Sansinena, Placerita, Canoga Park, Sawtelle and Playa del Rey oil fields. The status of the approximately 1,556 active or idle wells in unincorporated Los Angeles County can generally be categorized as follows: 685 idle wells; and, 871 active or new wells. Over half (853) of the total number of active/new and idle wells within unincorporated Los Angeles County are within the Inglewood Oil Field (IOF). Located within the unincorporated community of Baldwin Hills, the IOF is the largest urban oil field in the nation. The IOF is subject to the Baldwin Hills Community Standards District (BHCSO), which sets limits on the number of wells that may be drilled in the IOF through 2028.

The following table lists the well count and status based on January 2022 data from the State of California Geologic Energy Management Division (CalGEM) for unincorporated Los Angeles County.

	Active/New	Idle	Termination/Non-Conforming Procedures
Baldwin Hills CSD	619	234	BHCSD
Unincorporated (excluding BHCSD)	252	451	Title 22.170 (Zoning Code)
Total by status	871	685	
Total			1,556

At the Board's direction, oil well operations outside of the BHCSD will no longer be permitted under Title 22 (Zoning Code) of the County Code pending an ordinance amending the Zoning Code. Once the Board enacts these provisions, which will likely be by late 2022, oil well operations will become legal nonconforming and must cease operations after twenty years (Section 22.172.050.B.1.f) ([link](#)). The Zoning Code prohibits legal non-conforming uses and structures from being enlarged, expanded, or extended, or being used as grounds for adding other structures or uses prohibited by the district in which the nonconforming use is located. The application of non-conforming status would immediately affect approximately 703 wells, of which 252 are active/new and 451 are idle.

The BHCSD is regulated under Section 22.310 of the Zoning Code, which sets limits on the number of new wells over a twenty-year period, through 2028. The Board may decide to apply Title 22 nonconforming status to the BHCSD at that time; if so, an additional 853 wells (619 active/new and 234 idle) would be subject to amortization. As such, an optional task to be costed out by the Contractor will be to conduct appropriate amortization modeling and weighted factors for prioritization of well closures within IOF.

- 1.3 Scope of Work:** The County intends a more accelerated cessation of non-conforming status for active and idle oil wells and related activities than the current 20-year period allowed under Title 22. The requested amortization model(s) will help determine appropriate termination procedures and amortization period(s) for the termination of these oil operations (active and idle wells) in unincorporated Los Angeles County as expeditiously as possible.

DRP requires assistance of the Contractor in the following areas and Contractor's approach to the project is outlined in Exhibit A-1 of this Statement of Work.



1. Project Management
2. Background Research and Recommendation for Amortization Model(s) to be Used
3. Representative Samples for Amortization Model(s)
4. Conduct Amortization Model(s) and Sensitivity Analysis
5. Develop and Apply Weighted Factor Methodology for Prioritization of Well Closures
6. Final Recommendations
7. Implementation

**1. Project Management**

Project management shall be an ongoing task for the Contractor during the term of the Project. The Contractor shall use standardized and proven accounting methods of tracking program progress and budget, to ensure the schedule is maintained, the budget is adhered to, and appropriate staff is assigned. The Contractor shall conduct site visits as needed, attend periodic coordination meetings and participate in conference calls with DRP and shall be responsible for preparing minutes for such meetings. The Contractor shall maintain regular communication with DRP through email, telephone, and an update/coordination method such as monthly or bi-monthly conference calls and meeting minutes, etc.

Task 1.1 Kick-off Meeting

Attend an initial meeting with DRP for an overview of the County process and expectations, and to discuss the tasks and schedule.

Task 1.2 Project Timeline

Develop a detailed project milestones timeline. DRP anticipates the following schedule but will adjust in accordance with the Request for Proposals (RFP) and final contract approval progress.

The proposed project timeline included as part of the business proposal in response to this RFP should be established based on a 12-month project time frame. Note that the proposed 18-month contract duration in Sample Contract takes into consideration of possible project delays and allows flexibility to complete administrative related tasks under the contract.

August 2022: Project Kick-off  
 September - October 2022: Background Reports and Representative Samples Recommendations  
 November 2022- January 2023 Amortization Models and Sensitivity Analysis  
 February 2023: Weighted Factor Methodology and Prioritization of Wells for Closure  
 March - April 2023: Final Draft Recommendations  
 May 2023: Final Recommendations

### Task 1.3 Quality Control of Reports and Documents

Establish a quality control process for review of draft and final deliverables to ensure consistency and high-quality work products.

#### *Deliverables 1.3:*

- Project timeline
- Agendas and minutes for meetings conducted throughout the project
- Monthly invoices
- Monthly progress reports

All deliverables listed in this Scope of Work shall be submitted in digital format, as specified by the County.

## **2. Background Research**

Contractor shall review publicly available information (such as the California Department of Conservation/CalGEM, ShapeXP.com, County documents, etc.) regarding production history, generally acceptable operating expenses, sustaining capital expenditures, abandonment and plugging costs for wells, and estimation of petroleum reserves

Contractor shall review publicly available data on recent similar amortization studies, including those conducted for the City of Culver City and the City of Goleta and to make recommendations to the County on the economic feasibility and potential challenges to the approaches taken in those jurisdictions.

*Deliverable 2.1:* Summary memo of publicly available amortization studies with recommended approach for amortization model(s) based on Project objectives.

## **3. Determine Representative Samples**

Finalize a scope of work for the completion of one or more amortization models to determine the appropriate amortization period(s) for the termination of legal nonconforming status, based on various scenarios, including but not limited to: the life expectancy of the specific oil field; the age of the well(s); well status (idle, plugged, or active); historical data on production; associated County entitlements, if any; revenues, costs and investment for each well; and an estimated fair rate of return on capital.

*Deliverable 3.1:* Summary memo identifying and recommending a representative sample of drill sites by type and status (active and idle) within which to conduct an amortization model and sensitivity analysis.

## **4. Conduct Various Amortization Models and Sensitivity Analysis**

For active and idle wells based on representative samples.

*Deliverable 4.1:* Draft and final versions of amortization model(s) and sensitivity analysis with detailed discussion of assumptions, excluding the Inglewood Oil Field.

*Optional Deliverable 4.2:* Conduct amortization model(s) and sensitivity analysis for Inglewood Oil Field.

## **5. Prioritization of Active and Idle Wells for Closure**

Establish a weighted factor methodology for the amortization models in Deliverable #4 that prioritizes the closure of active or idled wells in disadvantaged communities. Establishment of a weighted factor methodology for both active and idle wells shall include, but not be limited to: data driven health factors and risks; community characteristics including climate change vulnerabilities, historical disadvantage and community assets and needs; permit and/or code violations; history of spills and/or other environmental contamination; proximity or impact to bodies of water, waterways, or aquifers; and individual characteristics of the facility that might pose more nuisance issues, such as truck traffic, and use and storage of chemicals.

Specifically for idle wells, DRP developed a baseline for prioritization of idle wells in the *Oil and Gas Assessment Project Phase II Report, dated September 2021* ([link](#)). The well prioritization methodology in the report included whether the well was near an active injector well, the well spud data, reservoir characteristics, history of leakage, whether located within a methane zone, CalEPA CalEnviroScreen 4.0 score, and census data. Other criteria for the idle well prioritization methodology will include proximity to sensitive receptors, the location of wells identified in Green Zone Districts, whether the operator is identified or unknown, utilization of the Environmental Justice Screening Method and the Equity Indicators Tool developed by DRP, and prioritization of communities that are vulnerable to climate change, are historically disadvantaged, and/or have fewer community assets such as access to park space and affordable housing.

Once weighted prioritization factors have been accepted by the County, the Contractor shall draft recommendations for the termination of non-conforming status of wells by type, based on the amortization model(s), sensitivity analysis, and weighted criteria for closure. The draft recommendations may include multiple termination schedules for non-conforming status based on the above.

*Deliverable 5.1:* Summary memo with draft recommendations for weighted prioritization factors for active and idle wells, excluding the Inglewood Oil Field.

*Optional Deliverable 5.2:* Summary memo with draft recommendations for weighted prioritization factors for active and idle wells within the Inglewood Oil Field.

**6. Final Recommendations**

Based on County comments and input, finalize recommendations.

*Deliverable 6.1:* Summary memo with final recommendations for closure of active and idle wells, excluding wells within the Inglewood Oil Field, based on amortization models and weighted prioritization factors.

*Optional Deliverable 6.2:* Summary memo with final recommendations for closure of active and idle wells within the Inglewood Oil Field, based on amortization models and weighted prioritization factors.

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

- 2.1 This scope of work may require modifications to accommodate special tasks which may arise during the course of the contract, including adding/deleting specific tasks, work products, meetings, and/or work hours. At any time during the contract, the Consultant may be notified in writing of desired changes by the County. Any desired changes must be mutually agreed upon, in writing, between the Consultant and the County.
- 2.2 The Consultant shall report directly to the County Project Manager.
- The Consultant shall keep the County Project Manager apprised of the progress of project progress on an ongoing basis, including providing the County with a monthly report describing work progress.
  - The County shall provide the Consultant with all in-house documents and information related to the project.
  - The Consultant has no authority to require work from the County staff. If the need arises where the Consultant needs assistance from the County, Consultant shall make a request to be routed through the County Project Manager for action.
- 2.3 All changes must be made in accordance with sub-paragraph 8.1 Amendments of the Contract.

### **3.0 QUALITY CONTROL**

The Consultant shall establish and utilize a comprehensive Quality Control Plan to assure the County a consistently high level of service throughout the term of the Contract. The Plan shall include, but may not be limited to the following:

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

### **4.0 QUALITY ASSURANCE PLAN**

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

#### **4.1 Contract Discrepancy Report (Exhibit A-2)**

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

The County Contract Monitor will determine whether a formal Contract Discrepancy Report shall be issued. Upon receipt of this document, the Consultant is required to respond in writing to the County Contract Monitor within five (5) workdays, acknowledging the reported discrepancies or presenting contrary evidence. A plan for correction of all deficiencies identified in the Contract Discrepancy Report shall be submitted to the County Contract Monitor within five (5) workdays.

#### **4.2 County Observations**

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

### **5.0 RESPONSIBILITIES**

The County's and the Consultant's responsibilities are as follows:

## **COUNTY**

### **5.1 Personnel**

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

- 5.1.1 Monitoring the Consultant's performance in the daily operation of this Contract.
- 5.1.2 Providing direction to the Consultant in areas relating to policy, information and procedural requirements. Should instances arise where the Project Consultant or sub-Consultant expert determine that impacts to the project schedule are imminent, the Project Consultant or sub-Consultant expert may elevate concerns directly to the Deputy Director of Advance Planning.
- 5.1.3 Preparing Amendments in accordance with the Contract, Paragraph 8.0, Standard Terms and Conditions, Sub-paragraph 8.1 Amendments.

### **5.2 Furnished Items**

- 5.2.1 County Holiday Calendar

## **CONSULTANT**

### **5.3 Project Manager**

- 5.3.1 Consultant shall provide a full-time Project Manager or designated alternate. County must have access to the Project Manager during all work-week days (Monday through Thursday), between 7:00am and 6:00pm, for the duration of the Contract. Consultant shall provide a telephone number where the Project Manager may be reached.
- 5.3.2 Project Manager shall act as a central point of contact with the County.
- 5.3.3 Project Manager shall have full authority to act for Consultant on all matters relating to the daily operation of the Contract. Project Manager shall be able to effectively communicate, in English, both orally and in writing.

### **5.4 Personnel**

Consultant shall assign a sufficient number of employees to perform the required work.

## **5.5 Materials and Equipment**

The purchase of all materials/equipment to provide the needed services is the responsibility of the Consultant. Consultant shall use materials and equipment that are safe for the environment and safe for use by the employees.

## **5.6 Training**

Consultant shall provide training programs for all its employees.

## **5.7 Consultant's Office**

Consultant shall maintain an office with a telephone in the company's name where Consultant conducts business. The office shall be staffed during the hours of 7 a.m. to 6 p.m., Monday through Thursday, by at least one employee who can respond to inquiries which may be received about the Consultant's performance of the Contract. When the office is closed, an answering service shall be provided to receive calls. The Consultant shall answer calls received by the answering service within twenty-four (24) hours of receipt of the call; or by 3 p.m. of the following business day.

# **6.0 WORK SCHEDULES**

- 6.1 Consultant shall submit revised schedules when actual performance differs substantially from planned performance. Said revisions shall be submitted to the County Project Manager for review and approval within three (3) working days prior to scheduled time for work.

# **7.0 UNSCHEDULED WORK**

- 7.1 The County Project Manager or his/her designee may authorize the Consultant to perform unscheduled work, including, but not limited to, repairs and replacements when the need for such work arises out of extraordinary incidents such as vandalism, acts of God, and third party negligence; or to add to, modify or refurbish existing facilities.
- 7.2 Prior to performing any unscheduled work, the Consultant shall prepare and submit a written description of the work with an estimate of labor and materials. If the unscheduled work exceeds the Consultant's estimate, the County Project Manager or his designee must approve the excess cost. In any case, no unscheduled work shall commence without written authorization.
- 7.3 When a condition exists wherein there is imminent danger of injury to the public or damage to property, Consultant shall contact County's Project Manager for

approval before beginning the work. A written estimate shall be sent within twenty-four (24) hours for approval. Consultant shall submit an invoice to County's Project Manager within five (5) working days after completion of the work.

- 7.4 All unscheduled work shall commence on the established specified date. Consultant shall proceed diligently to complete said work within the time allotted.
- 7.5 The County reserves the right to perform unscheduled work itself or assign the work to another Consultant.

## **8.0 GREEN INITIATIVES**

- 8.1 Consultant shall use reasonable efforts to initiate "green" practices for environmental and energy conservation benefits.
- 8.2 Consultant shall notify County's Project Manager of Consultant's new green initiatives prior to the contract commencement.



**EXHIBIT A-1**

**CONTRACTOR'S APPROACH**

## SOW DELIVERY FRAMEWORK FOR OIL WELL AMORTIZATION STUDY

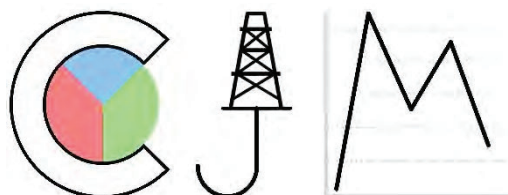
For: County of Los Angeles, Department of Regional Planning

Subject: RFP-DRP-53819, Los Angeles County Oil Well Amortization Study (SOW delivery framework for contract documentation)

By: CJM Petroleum Consulting Inc.

Mail: 506 S Spring St #13308 SMB#6241 Los Angeles, CA 90013

Date: 09/19/2022



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## 1. AMORTIZATION STUDY APPROACH

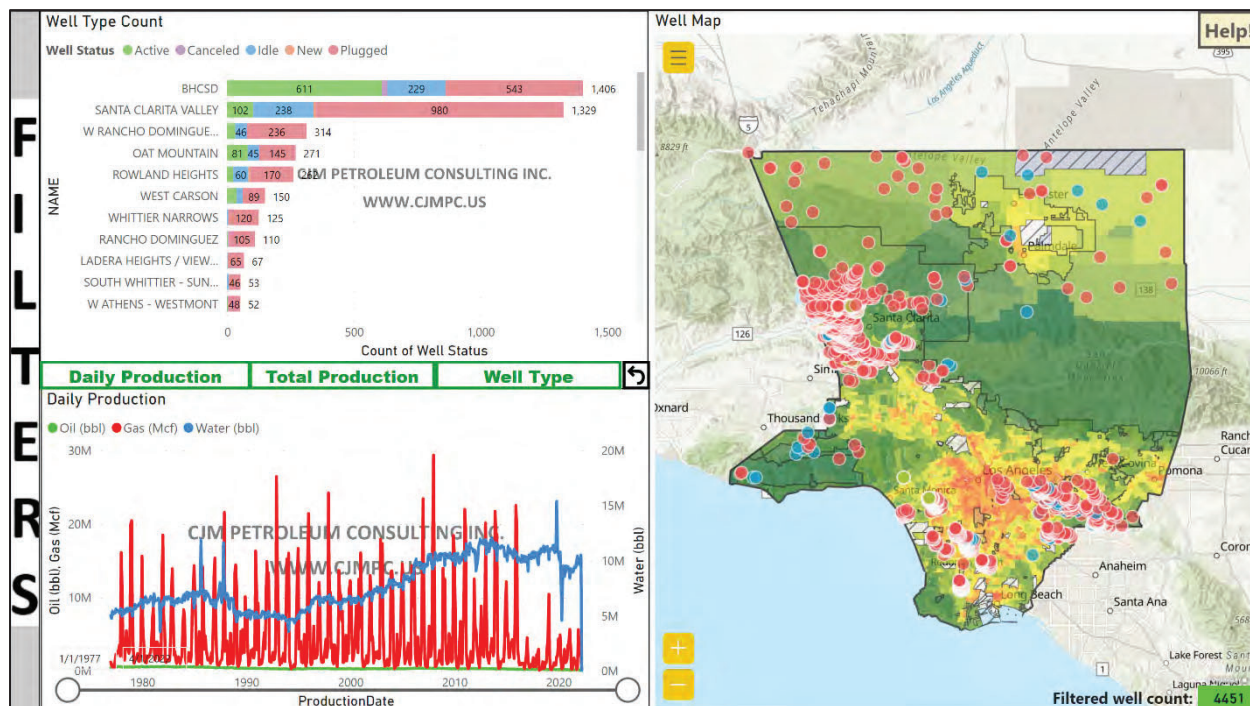
CJMPC is uniquely equipped to perform and deliver the amortization study by virtue of our proprietary database comprising the compilation of all available digitized well information (sourced from CalGEM), and our advanced software and (large) data management/analytic abilities. The data system provided by CalGEM is fractured: data prior to 2018 is in individual-year Microsoft Access databases, and the data after is in individual-year SQL databases. CJMPC has amalgamated all digitized historic volumetric data into a single normalized database spanning 1977 to 2022 and is updated with current data when published by CalGEM.

This large proprietary dataset will be the foundation for construction and performance of the amortization study. It has been specifically constructed with curriculum-derived best practices in the realm of database structure and normalization comprising over 40 million rows of data yielding a size over 6 Gb. The database was constructed over a full-time, six month period including substantial efforts to validate function, optimize updating (SQL scripting/coding), and validate data integrity through quality control via randomized verification processes. Because the database has already been created and fully validated, a cost savings will be realized in performance of the study because no time (or cost to the County) will be required to construct this foundational component necessitated by the study objectives.

CJMPC has selected Microsoft PowerBi software to facilitate (primary) representation of data and results to the public, and we offer a complementary dashboard available at our website to view and dynamically interact with County well data to any user free-of-charge. We invite evaluators of this RFP to visit our website (<http://www.cjmpc.us>) where you will find the interactive (demonstration) Los Angeles County well data dashboard in support of our data delivery capabilities. A screenshot of the dashboard is provided below in Figure 1. We intend to leverage the power of our dashboard to accelerate analysis for the study, optimize selection of a pilot study area, and deliver study results to the DRP with high model transparency to enhance confidence in our amortization model and facilitate a dynamic and adaptable solution.

The demonstration dashboard does not represent the final envisioned solution. For example, instead of presenting production in a chart (lower left), the final solution would be better served through presentation of summarized cashflows in this chart, since the study is intended to quantify amortization and not production (which is a critical solution component). With cashflow data calculated for every asset (well, facility, pipeline), amortization periods can be calculated dynamically with filters applied in similar fashion to the functioning demonstration dashboard. CJMPC can simultaneously offer both fixed grouping (based on engineering judgement) and dynamic evaluation capability which may best serve the County in amortization period optimization for maximum study impact.

**FIGURE 1. LOS ANGELES COUNTY WELL DATA DASHBOARD**



In addition to production (revenue) and well information (including drill date) already loaded into the dashboard, CJMPC will add historic and projected commodity (oil) price, operating cost, drilling cost, and other foundational input information to configure the dashboard to calculate a cashflow curve for every well (and associated oilfield installations) within the study area. These cashflows will be both geospatially and categorically (e.g. operating company) associated to allow for dynamic roll-up of multiple individual inputs based on user selections (e.g. Company 'A' assets in a specific geographical area). A functional example of the grouping effect on amortization is detailed below.

### 1.1. ABOUT AMORTIZATION<sup>1</sup>

Amortization is a technique for the removal of non-conforming uses after the value of a non-conforming use has been recovered (amortized) over a period of time. It is not required that the nonconforming property have no value at the termination date. There are two principal steps to be undertaken in calculating amortization periods. First the costs to be amortized must be established: these are called "unrecoverable costs". The amortization period to recover these costs can then be established that includes an allowable and industry specific return on investment.

<sup>1</sup> Based in part: Margaret Collins, Methods of Determining Amortization Periods for Non-Conforming Uses, 3 WASH. U. J. L. & POL'Y 215 (2000)

As in conventional property value appraisal techniques, there are three main approaches to understanding value for the purposes of determining unrecoverable costs: (1) The owner's investment in the premises; (2) The fair market value as determined by recent sales of subject or comparable properties; (3) The replacement cost— for the purposes of amortization is defined as the cost of comparable premises in a different location. With drillsites pre-existing and surrounding urbanization, method (3) is deemed to be inapplicable in a study solution. Unlike conventional property, the initial land investment cost is insignificant in comparison to the cost of drilling wells from the purchased land.

Fixed amortization periods are of little practical use in terminating high-value non-conforming (oilfield) land use that may have a serious blighting effect or health hazard on a neighborhood. The most commonly used case-by-case method is the Recoupment of Investment method which uses basic financial calculus to determine the amount of time necessary to realize the value of an investment plus a justified allowable return for the investor (operator in the study context).

## **1.2. PRIMARY COST DRIVERS**

The primary cost associated with an oilfield is capital expense associated with wells, specifically drilling and completion (D&C). In 2016<sup>2</sup>, the production cost for US non-shale oil averaged \$20.99/bbl with capital costs representing \$7.70/bbl (37% of total). Due to the necessary occurrence of (D&C) capital expense prior to well production, and the (time) distributed cost of operating, the dominating factor to amortization calculation from a cost perspective is D&C expenditures.

In a recent report<sup>3</sup> by the US Energy Information Administration (EIA), the cost of drilling was analyzed to be \$100 to \$150 per foot. A recent investor presentation from a California operator<sup>4</sup> reports an average drilling and completion cost of \$400,000 per well for wells ranging in depth from 600 to 2500 feet (\$666 to \$160 per foot).

Public information about historic costs to drill and complete individual wells within the County does not exist. This information has never been a required reportable by CalGEM or other government agencies, and as such, will not be publicly available. Drilling and completion costs are typically closely guarded private information strictly held internally by operators. To estimate the cost of drilling and completion of wells within the study area, industry information will be collected from reputable sources. Where possible, representative information will be obtained to prioritize data specific to California.

Based upon experience, drilling and completion cost is the largest cost component affecting well economics. As such, an appropriate amount of due diligence shall be utilized to properly quantify and apply assumptions in this category for broad study application. Because the CJMPC

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<sup>2</sup> Barrel Breakdown, Wall Street Journal, 04/15/2016, <http://graphics.wsj.com/oil-barrel-breakdown/>

<sup>3</sup> Trends in U.S. Oil and Natural Gas Upstream Costs, EIA

<sup>4</sup> Berry Petroleum 2021 Annual Report, <https://ir.bry.com/>

amortization model to be delivered in performance of the study will be dynamic, opportunities to refine, audit, and/or adjust these critical cost assumptions will remain available throughout the model construction and evaluation process. At the appropriate time, cost assumptions will be affirmed, and the final report shall be prepared and delivered based upon the most accurate values.

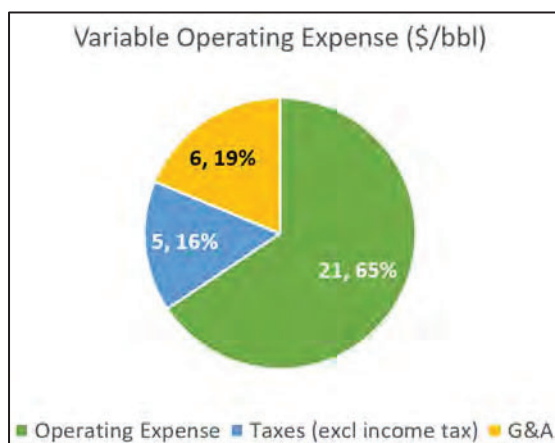
### 1.3. REVENUE AND ONGOING COSTS

Revenue is generated from the sale of oil and/or gas. Past revenue will be calculated using historic prices available from the EIA<sup>5</sup>. Future revenue can also be estimated by forecasting production in combination with a price forecast, also available from the EIA<sup>6</sup>. While many different institutions offer commodity projections, the EIA is the recommended reputable source for this information. The County may elect to request a report comparing various price forecasts (sources TBD) and may select an alternate projection at their discretion.

221 wells (excluding BHCS D) have reported production in 2022 and will likely require forecasting to facilitate amortization calculation. CJMPC will deploy semi-automated forecasting routines based on recent production trends for individual wells to project future production to estimate future revenue cash flows. We will utilize a quality control system to verify forecast fit and develop a system to flag outliers for secondary review. In some situations (for very recently drilled wells) it may be necessary to adopt forecasts based on analogous offset wells with more production history to yield a valid forecast.

Operating costs to produce oil typically consist of lease operating expenses (including personnel and maintenance), electricity (to run motors for lifting equipment), transportation (of oil and fluids), fuel, and marketing costs (related to sale of oil). Additional costs may come in the form of local or state tax, regulatory fees, and general/administrative (G&A). Figure 2 shows a breakdown of these costs per barrel of oil as reported by a California operator in a recent investor presentation<sup>7</sup>.

**FIGURE 2. OPERATING COST DETAIL**



CJMPC will perform research to detail, quantify, justify and report on operational cost assumptions proposed for the amortization model.

<sup>5</sup> EIA, 1977-2022, [https://www.eia.gov/dnav/pet/PET\\_PRI\\_DFP1\\_K\\_M.htm](https://www.eia.gov/dnav/pet/PET_PRI_DFP1_K_M.htm)

<sup>6</sup> EIA, <https://www.eia.gov/outlooks/aeo/data/browser/#/?id=71-AEO2022&cases=ref2022&sourcekey=0>

<sup>7</sup> Berry Petroleum Investor Presentation, May 2022, <https://bry.com/>



#### **1.4. ATTENDANT FACILITY AND PIPELINE COST**

Another consideration for the amortization model is accounting for facility and pipeline costs that service associated wells. CalGEM has a database of facilities which include tanks, vessels, sumps, pipelines, settings, and groups in the WellStar system. There are an estimated 5617 facility components located within the county that are utilized for oil and gas production. The study delivery scope will include cost estimation for these facilities and inclusion in the amortization model. As with drilling and completion costs, there will be no public records for true incurred costs to install these facilities, and CJMPC will prepare and include detail on the process utilized to develop and assign costs estimates for these installations.

#### **1.5. SINGLE WELL AMORTIZATION EXAMPLE**

Now let's explore a (simplified<sup>8</sup>) example of amortization through analysis of an actual well in Los Angeles County. Rosecrans 53 (API 03723676) operated by WG Holdings SPV LLC located in the unincorporated area of W Rancho Dominguez-Victoria was selected at random from a pre-filtered list. For the random selection, the list of all wells in unincorporated LA County was filtered to exclude BHCSD (per RFP), having a (previously digitized) drill (aka spud) date after 1/1/1980, and having a cumulative oil production greater than 1 barrel (to demonstrate revenue cash flow). These filters were applied to ensure the well selected had appropriate data to facilitate a sample analysis, and supplemental data acquisition needs to contextualize the filters is discussed later in this RFP. The CJMPC LA County well data dashboard was used to apply the above filters and generate a list of wells meeting the criteria, from which the target well was selected.

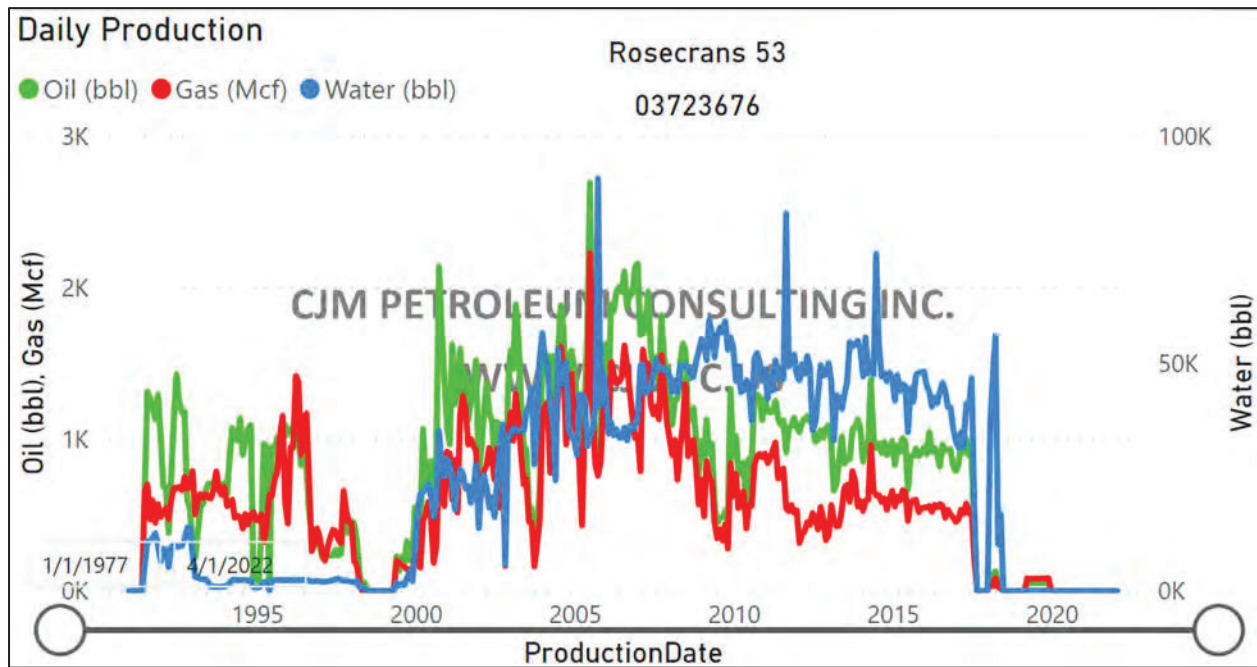
Again using the dashboard, we are able to visualize past production and utilize the underlying data in combination with historical commodity prices to convert from raw production data to revenue cash flow (see Figures 3 and 4 below).

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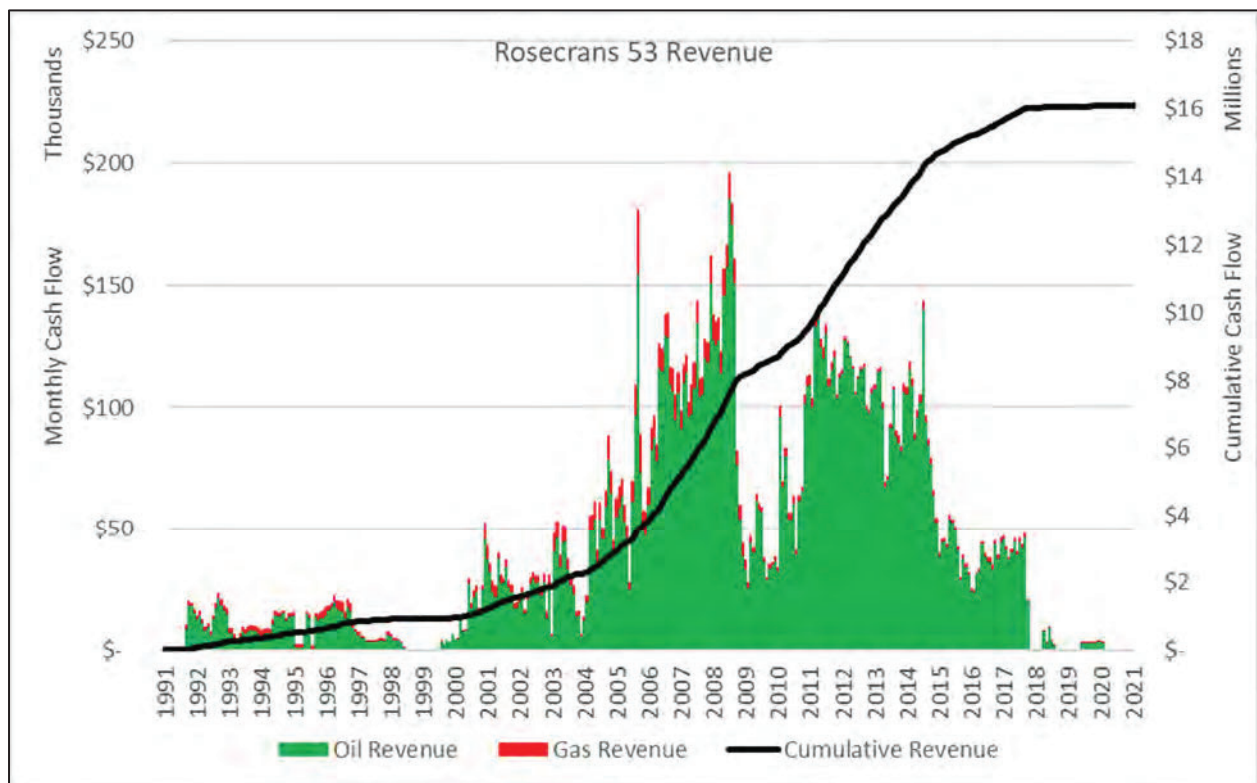
<sup>8</sup> Includes only drilling + completion (\$200/ft, 2022), operating cost (\$32/boe, 2022) and revenue as discussed above



**FIGURE 3. HISTORICAL PRODUCTION FOR ROSECRANS 53**

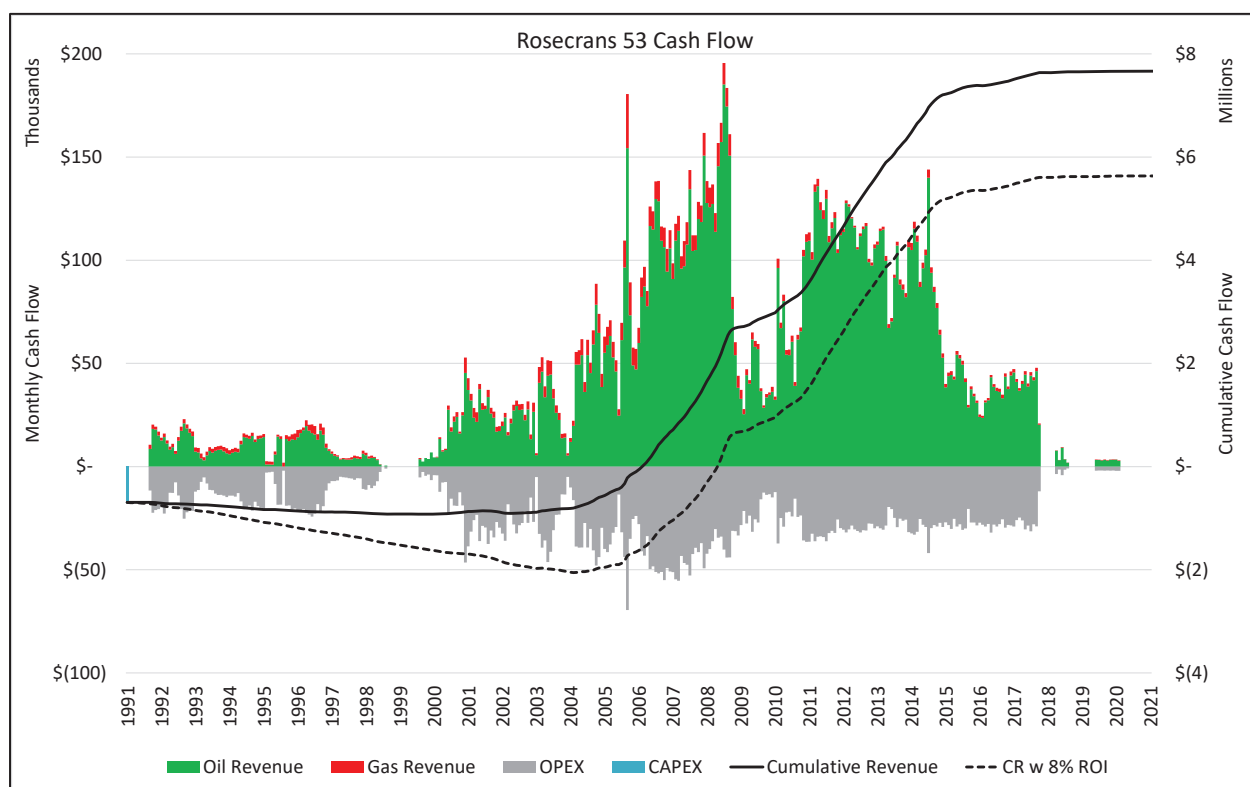


**FIGURE 4. HISTORICAL REVENUE FOR ROSECRANS 53**



Rosecrans 53 was spud on 2/28/1991 and drilled to a total depth of 7371 feet according to CalGEM records, which would yield a drilling and completion (D&C) cost of \$1,474,200 at \$200/foot in 2022. Application of historic inflation data yields an inflation-adjusted D&C cost of \$692,874 in 1991. Also included in the simplified amortization example is inflation-adjusted operating cost of \$32/boe (2022 dollars) which is depicted below in Figure 5. The cumulative net cash flow for this example (solid black line) turns positive in 2006 having achieved payout of the initial D&C investment net ongoing expenses. Amortization, by definition, must also allow for an industry average return on investment (ROI) to the operator: for this example a ROI of 8% is used based conservatively on research data<sup>9</sup>. With inclusion of the allowable 8% ROI, amortization of this well is calculated to have occurred in 2008 (dashed black line).

**FIGURE 5. NET CASH FLOW FOR ROSECRANS 53**



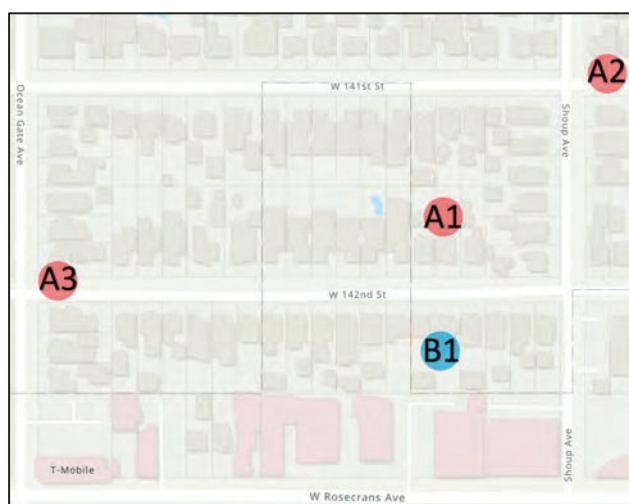
## 1.6. MULTI-WELL AMORITZATION EXAMPLE WITH GROUPING IMPACT ANALYSIS

To illustrate the advantage of CJMPC's proposed dynamic solution, let's explore a theoretical situation utilizing the above single well example as a foundation for a multi-well evaluation. In this hypothetical situation, there are two operators in a geographical vicinity: company 'A' and company 'B' having wells as identified in Figure 6. Table 1 below summarizes individual well initialization metrics and resulting amortization periods.

<sup>9</sup> Aswath Damodaran, Stern School of Business at New York University, [https://www.stern.nyu.edu/~adamodar/New\\_Home\\_Page/data.html](https://www.stern.nyu.edu/~adamodar/New_Home_Page/data.html)

Under this individual well evaluation scenario, only wells A1 and A2 reach amortization by present day, with well B1 forecast to reach amortization in 2026 and A3 not projected to ever reach amortization. It could be expected that, if evaluated on an individual well basis, Company 'A' and 'B' would argue against cessation of non-conforming status for wells B1 and A3.

**FIGURE 6. HYPOTHETICAL MULTI-WELL SCENARIO MAP**



**TABLE 1. EXAMPLE MULTI-WELL AMORTIZATION MODEL ASSUMPTIONS**

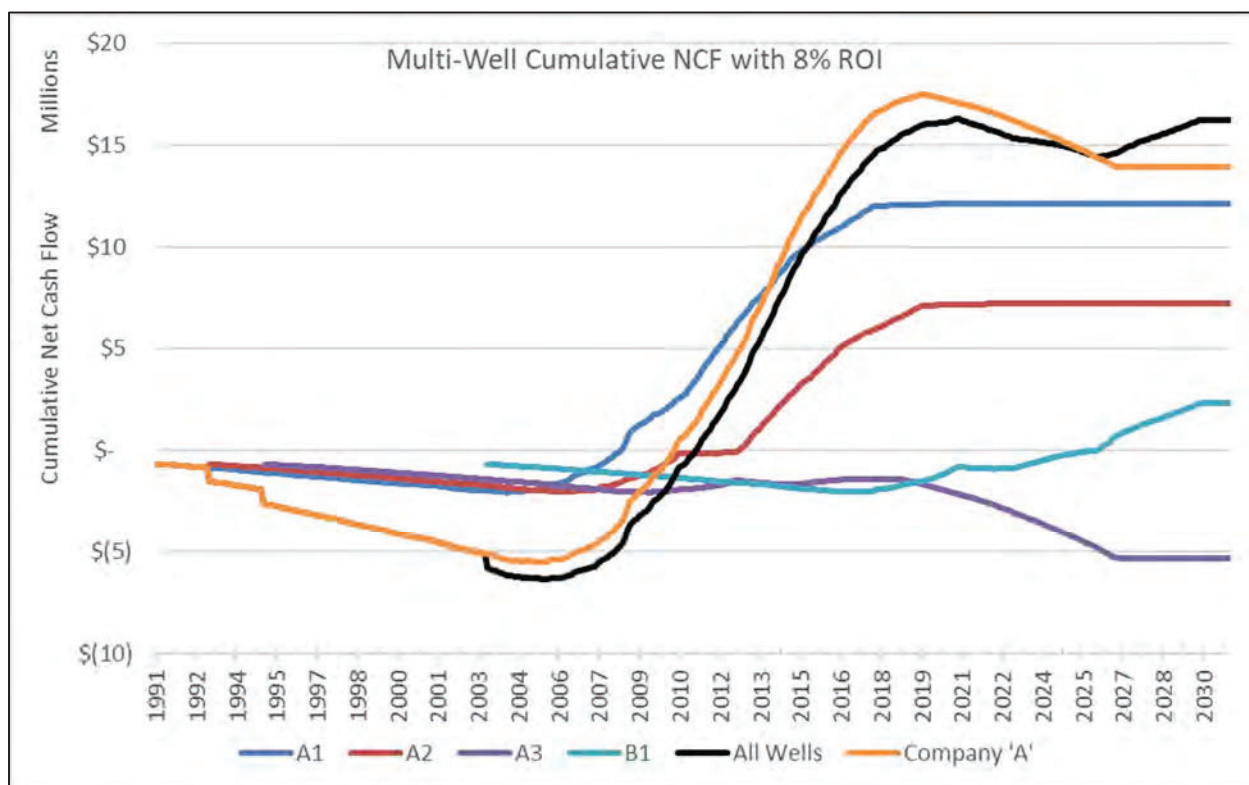
Well	Spud Date	Performance Factor <sup>10</sup>	Individual Well Amortization Date
A1	03/01/1991	100%	Mar 2008
A2	01/01/1993	80%	Oct 2012
A3	01/01/1995	40%	Not Reached
B1	05/01/2003	60%	Feb 2026

Two possible alternative methods to evaluate this hypothetical four-well scenario are to (1) group all the wells in the (geographic) area into a single evaluation or; (2) group the wells in the area by common operator. Figure 7 depicts the individual well net cash flows compared to the grouping scenarios. The amortization period for the "all wells" group occurs in 2011, while for "Company 'A' wells only" group occurs in 2010. Because ownership is not common, Company 'B' is likely to protest cessation under scenario 1. A grouped evaluation of Company 'A' wells is preferred to individual well evaluation as it allows for justification for cessation of well A3 that could otherwise be challenged under the individual assessment.

<sup>10</sup> Scaling applied to production of Rosecrans 53 to derive individual well cash flows

The multi-well scenario discussed is a highly simplified example that does not include evaluation challenges presented by previously abandoned wells, facilities, or the true complexity of all facets of a comprehensive amortization analysis. It is presented to highlight the effect of group analysis, advantages of dynamic grouping to develop the most effective justified amortization strategy, and highlight inherent disadvantages to a pre-determined (geographical-only) grouping system.

**FIGURE 7. MULTI-WELL CUMULATIVE NCF WITH 8% ALLOWABLE ROI**



### 1.7. CALGEM DATA

As previously mentioned, CJMPC has already consolidated a comprehensive database of all available digitized data available from CalGEM. Due to their responsibility as the state regulator, this information is deemed to be the single-most comprehensive and accurate dataset available for conducting amortization evaluations. Because this dataset has already been created and validated, there is a time and cost savings in the elimination of a redundant recreation of this large dataset for the purposes of executing the study.

Unfortunately, there is missing data within the existing digitized public dataset that will require a concerted effort to rectify in pursuit of the most valid evaluation. The primary deficiencies currently identified are:

1. Missing spud dates (to establish timing of initial well D&C capital)
2. Missing abandonment dates (to establish inclusion of previously plugged wells into any applied group evaluations)

3. Missing total depth (to establish well D&C cost estimates)
4. Missing production data prior to 1977 (to establish legacy production revenue)

Of the 3045 wells reported by CalGEM to be in unincorporated areas of Los Angeles County (excluding BHCSO) 556 wells have a valid digitized spud date and 799 wells have a digitized abandonment date with only 192 wells having both values digitized. As previously described, spud date and total well depth will be critical components to properly initialize individual well D&C in a valid model (irrespective of grouping). Outside the BHCSO area, an estimated 2853 individual well records will need to be reviewed to obtain missing spud date, abandonment date, and total well depth to properly initialize the model. Within BHCSO, an estimated 1277 well records will require data extraction. It is estimated this will take 5 minutes per well for a total commitment of 238 hours (30 eight-hour days) for wells outside BHCSO and 106 hours (13 eight-hour days) for wells within BHCSO to collect the data. CJMPC will explore automation options to extract these three critical values (1-3 above) from (frequent) reporting standardization in individual well files observed through previously conducted well reviews. Automation routine success may be assessed as part of the pilot study discussed below.

Pre-1977 production information is available from CalGEM in non-digitized format (PDF). In some cases these documents are typewritten and may be digitized through automation, and in other cases they are hand written or of very poor quality and can only be digitized manually. The figure below depicts a monthly report (of poor quality) for the example well Howard 1, discussed in more detail below.



FIGURE 8. SAMPLE OF UNDIGITIZED PRE-1977 PRODUCTION DATA

Form 110 252

STATE OF CALIFORNIA  
DEPARTMENT OF CONSERVATION  
DIVISION OF OIL AND GAS  
MONTHLY OIL, WATER AND GAS PRODUCTION AND GAS DISPOSITION REPORT  
SUBMIT IN DUPLICATE

RECEIVED MAR 2 1967

To Division of Oil and Gas, Inglewood  
(City)

Field Howard Townsite

County Los Angeles

2423 Nottingham Avenue L.A. 90027 666-2151  
(Address) (Telephone No.)

R.A. Pantages  
(Name of Operator)

R.A. Pantages  
(Signature)

Owner  
(Title)

Month covered by report January 19 67

NOTE: Report actual production (NOT SALES). List all wells except those officially abandoned. Use Form 110-B for water injection wells.

SEC. T., R.	WELL NO.	BARRELS OF CLEAN OIL PRODUCED	BARRELS OF WATER PRODUCED	NUMBER OF DATA WELL PRODUCED	GROSS GAS PRODUCED (Mcf) (SEE NOTE BELOW)	GRAVITY OF OIL	CASING PRESSURE	TUBING PRESSURE	METHOD OF SEPARATION (F, P, G)	IF WELL NOT ON PRODUCTION, STATE REASON
12 T3S R11W										
	Hunter 1	372	31	31	1,555	32	235	235	NI	
	Deist 1	165	31	31	2,331	32	235	235	NI	
	Howard 1	310	121	31	1,311	35	235	235	NI	
	Waser 1	310	0	31	3,472	31	235	235	NI	

In some circumstances, where all historic well production occurs prior to 1977 (no pre-existing digitized production data to perform amortization calculation) or amortization is not achieved using existing data, the digitization of pre-1977 production may be entirely necessary to calculate an amortization period.

For example, Howard 1 (API 03706482) located in the W Athens-Westmont unincorporated area of Los Angeles County, was drilled to a depth of 8854 feet in February of 1951. The inflation adjusted D&C cost (\$200/ft) yields an initial capital expense of \$157,500. This well has no digitized production prior to 1977 and does not achieve amortization using pre-existing (post-1977) production data.

For the purposes of this example, a sampled<sup>11</sup> manual digitization of data was performed to estimate production prior to 1977 to evaluate the impact of inclusion on the amortization calculation. The inclusion of pre-1977 data also did not result in achieving amortization for this randomly selected well. The cumulative oil produced in the first year of production represents 14%, and the amount produced before 1977 represents 68% of the lifetime total. This is typical of production decline: the most productive years are generally realized early in a well's life causing revenue to be heavily skewed to early time.

A pre-liminary evaluation on the impact of including pre-1977 data on amortization period will be evaluated in a pilot area (discussed later in the RFP) to assess the impact. In the above singular

<sup>11</sup> Actual reported volumes for 1951; Annual estimates 1952-1967 based on June reports

example, inclusion did not have a significant impact on amortization period, but further assessment is strongly advised before making general conclusions.

While inclusion of pre-1977 data did not ultimately impact the amortization result for this randomly selected example, the exercise of obtaining the data allows for scalable estimation of the effort to collect this information for the purposes of the study. It is estimated to take approximately 5 minutes per calendar year to digitize data, which includes the effort to assess the proper analog repository and collect data across multiple well ownership (three separate owners for Howard 1 from 1951-1977).

It is possible to estimate the digitization effort by examining the 1977 CalGEM database for the existence of wells presently in the CJMPC (County) database. A query was created that inspects for a match in well API from the 1977 well database to wells within the CJMPC LA County dataset. A positive match suggests that the well may predate 1977 (given existence in that database). A total of 1945 wells outside BHCS D and 1236 wells within BHCS D returned a positive match and represent a valid estimate for the total number of wells that may require pre-1977 digitization efforts. If each well required 25 years of digitization, the resulting manual digitization effort would require over 6,600 working hours (828 eight-hour working days) to complete. Due to the poor quality and organization of the underlying analog data, automation is unlikely to be a viable option.

CJMPC's cost proposal includes allocation of funding for 400 days outside BHCS D and 260 days within BHCS D (80% of above estimates) to digitize pre-1977 data. This (reasonably) assumes less than maximum possible number of wells will require digitization. The proposed pilot phase will include an evaluation and report of the impact of pre-1977 data on resulting amortization period calculation. The County will be presented with this information and may elect to omit or constrain the digitization effort. The potential consequences of omission of digitization could include longer amortization periods, or failure to reach amortization.

It is worth noting that a transfer of ownership may significantly negate the need for pre-1977 digitization. Under an asset transfer scenario, the purchasing company would acquire assets at a historically relevant cost (to be determined within the scope of the study). The investment in asset purchase would establish a starting point for amortization evaluation as the amortization only requires the present owner to achieve an allowable ROI and does not require assessment for legacy owners. Therefore, ownership transfer may effectively limit some needs to digitize pre-1977 data.

It may also be advisable to perform the full scope amortization study prior to any digitization efforts. Inclusion of pre-1977 data will only serve to achieve or accelerate amortization, thus a best-value proposition may be to reserve digitization efforts for evaluation groupings that fail to achieve amortization using only pre-existing (post-1976) digitized data. If a well grouping has achieved amortization without inclusion of pre-1977 data, there is arguably little value in undertaking that effort for the fully amortized wells since inclusion would only serve to accelerate an already achieved amortization period. The consequence to delay of digitization is a loss in

efficiency that would otherwise occur through concurrence of digitization with full study build-out.

### **1.8. PILOT STUDY**

CJMPC proposes to initiate the project through execution of a pilot study to allow for an agile and iterative approach to completing the full scope of the study across the entire County jurisdiction. We believe the optimal well count for the study area should be controlled to less than 30 wells to allow for the iterative optimization of the pilot study process and results prior to the full-scope study.

Two methods will be discussed with County representatives to optimize wells selected for a pilot evaluation:

1. Random sampling of wells from all active or idle wells outside the BHCS D
2. Random sampling for active or idle wells from geospatial grouping outside the BHCS D

Option 1 would offer a more distributed and therefore more diverse set of amortization conditions to allow for more diversity in the examination of influencing criteria on amortization. It is observed that, within a specific geographical area, wells often have similar legacy ownership and/or geological homogeneity that may reduce the effectiveness of a pilot analysis to best analyze and rank all critical contributing factors on amortization.

While option 2 would provide a more distributed and less biased evaluation of influential factors, a widely distributed geographical sampling will have limited actionable results due to the anticipated need to incorporate geospatial grouping in performance of optimized amortization analysis (e.g. wells grouped by operator as discussed in the previous multi-well example).

Given the SOWs directives on representative sampling and sensitivity analysis, it is proposed that Option 2 would be a superior selection to meet these requirements. The full scope study would be better served by avoiding any potential bias that may be introduced by focusing on a specific geographical area during early quantification and evaluation of model sensitivities.

It is also recommended to favor active or idle status well inclusion within the pilot. While previously abandoned wells will need to be incorporated into the full study, active and idle wells necessitate a more complex amortization model accounting for future production forecasting and life-expectancy. If a sufficient quantity of wells are included in the pilot group, it may also be possible to generate stochastics to analyze relationships between various influencing factors such as life-expectancy, age, status, production on amortization period.

### **1.9. MODEL COMPONENT INFLUENCE AND SENSITIVITY ANALYSIS**

Following completion of pilot construction and quality controls, CJMPC will conduct an analysis to quantify the impact of individual variables on the amortization period. This is envisioned to involve adjustment of contributing variables by a percentage to comparatively quantify the



overall impact on amortization period. For variables with the highest impact on amortization period the model may be configured to provide confidence intervals on resulting amortization estimates, which is expected to instill confidence in the thoroughness of methodology and study results.

### 1.10. PRIORITIZATION OF WELLS FOR CLOSURE

As an intermediary step between the pilot and full-scale implementation, CJMPC (in collaboration with County representatives) will develop a weighted evaluation model for prioritization for evaluation of wells for closure that will include considerations for:

- Active/idle well concentration
- Health factors and risk
- Community characteristics including population density (maximum societal benefit) and historical disadvantage
- Permit/code violations and environmental incidence rate
- Environmental risks (to waterways or aquifers)
- Nuisance risks
- Study of Neighborhood Air near Petroleum Sources (SNAPS) input from CARB
- Input from other project stakeholders as directed by Los Angeles County representatives

In performance of the prioritization methodology, CJMPC will leverage ArcGIS skills to associate geospatial criterion for the above considerations with well installations. In addition to the CalEPA CalEnvrioScreen 4.0 score and the DRP's Environmental Justice Screening Method (EJSM) and the Equity Indicators Tool layers, ESRI public layers may also be utilized to derive other factors for inclusion in prioritization. Table 2 below shows a depiction of a selection of available supplemental layers from ESRI that may be considered in prioritization. We also invite RFP evaluators to use our demonstration dashboard at [www.cjmpc.us](http://www.cjmpc.us) to view the study wells in the context of the overall score layer of the EJSM model.

**TABLE 2. ESRI ARCGIS SUPPLEMENTAL DATA LAYERS<sup>12</sup>**

Category	Description	Variable examples
Population	Population variables provide data about people, including information about age, gender, race and Hispanic origin, households and families, class, internet service, language, and generations.	Total Population Total Daytime Population Group Quarters Population Millennial Population (Born 1981 to 1998)
Income	Income variables provide data about people's relationship to money, including information about household income,	Median Household Income Average Net Worth: Householder Age 25-34

<sup>12</sup> ESRI ArcGIS, <https://doc.arcgis.com/en/business-analyst/web/data.htm>

Category	Description	Variable examples
	poverty status, disposable income, home value, and net worth.	Disposable Income less than \$15,000
Housing	Housing variables provide data about housing structures, including information about vacant housing units, rent, heating methods, home value, mortgage status, the year structures were built, and the year householders moved in.	Total Housing Units Owner Occupied Housing Units w/Householder Age 65-74 Renter Occupied Housing Units w/2 People
Race	Race variables provide data about racial demographics, including age by sex by race, race and Hispanic origin, ancestry, and language spoken at home.	Diversity Index Hispanic Population: Salvadoran Ancestry: Ukrainian
Poverty	Poverty variables provide data about individual and household income, as well as the relationships between poverty status and citizenship, educational attainment, food stamps, employment, and race.	Households Below the Poverty Level Female 25+ Below Poverty: High School Grad Male 16+ Below Poverty: Employed
At Risk	At risk variables provide data about populations considered to be at risk, based on race or ethnicity, disability status, income, language spoken, poverty status, or access to transport.	Households with 1+ Persons with a Disability Households Receiving Food Stamps/SNAP Population 18-64 Speak Spanish & No English
Key Facts	Key facts variables represent the most popular demographic data categories. In the United States, this includes population, households, housing, home value, income, and race and Hispanic origin.	Population Housing Households
Health	Health variables provide data about the healthcare industry and people's relationship to it, including information about disability status, health insurance coverage, healthcare businesses, and healthcare spending.	Population 65+: No Health Insurance Coverage Households with 1+ Persons with a Disability Health Services Businesses

### 1.11. FULL-SCALE AMORTIZATION MODEL AND CONSIDERATIONS

Following receipt of comments and feedback from the pilot and prioritization stages, the amortization model and process will be optimized to incorporate feedback and all lessons resulting from prior efforts. Full scale-out of the model for evaluation of all wellsites in the County

shall immediately follow the pilot and incorporate mutually agreed prioritization. Earlier targeted (pilot) efforts associated with model initialization, refinement, and validation will accelerate full scale deployment, and tuned model configuration from the pilot evaluation will result in efficiencies that streamline and optimize full-scope scale-out to all County wellsites.

#### **1.12. INVESTMENTS AND COST**

Sufficient historical well records will be reviewed to identify capital activities related to well work. Information will be extracted and summarized to perform a statistical analysis on aspects influencing capital deployment such as drilling days vs depth, frequency of well intervention, drilling date, abandonment date, and ownership transfer. It is assumed that CJMPC will not have access to present operator's proprietary well information for use in the study and will ensure all estimations are scientifically supported and documented for justification.

#### **1.13. DEPRECIATION FOR TAX AND ACCOUNTING PURPOSES**

CJMPC will review any tax and accounting information (made available to us) filed with the County Treasurer and Tax Collector by operators to assist with the determination of the amortization period with respect to depreciable capital. If County data does not include the information necessary to perform this assessment, alternate instructional sources including scholastic and standard principals will be assessed. We will verify the class lives and recovery periods applicable under current Modified Accelerated Cost Recovery System tax method for depreciable infrastructure related to the oilfield assets.

#### **1.14. FORECASTING REMAINING USEFUL LIFE**

In the oil industry, it is common practice to forecast individual wells as part of reserve estimation and SEC reporting validation requirements. However this level of refinement may not serve the County taxpayers if there is no need for well-specific resolution on forecasts. CJMPC would propose to incorporate a comparison of individual wells vs grouped well forecasts in the pilot area to make optimization recommendations for the full-scale study.

#### **1.15. FORECAST AUTOMATION**

CJMPC has advanced experience in the arena of automation and large data manipulation through Microsoft Office suite and SQL database. We intend to develop and utilize a semi-automated forecasting routine to generate either individual well or grouped production forecasts to project future revenues. Use of automation in forecasting will incorporate quality control measures and quality assurance techniques to maximize accuracy while reducing manual efforts to deliver accurate projections with the best value to the County.

#### **1.16. SALVAGE VALUE**

With the current political ambitions to eliminate oil and gas in California, there is unlikely to be a market for used oilfield equipment, thus salvage value for all assets and equipment will be dominated by scrap metal prices. If surface ownership is common to the operator, then consideration may be warranted for the current land value based on recent offset sales data.

#### **1.17. ABANDONMENT COST**

The cost to abandon existing wells in compliance with current regulations and facilities will need to be considered within the model. Well abandonment cost estimates can be statistically generated based on analysis of recent abandonments for a sampling of wells within any geographical cluster of the study area. This will provide the basis for well cost abandonment.

In 2021, the City of Long Beach Energy Resources Department conducted a study<sup>13</sup> on the cost to abandon the Wilmington Oil Field. This study involved full scope abandonment evaluation including environmental remediation to restore land for re-development purposes. The study found that “the largest cost component in the total estimated cost for the Wilmington Oil Field abandonment is the cost is associated with the well abandonments”. The results of this analysis will be summarized and referenced to estimate and/or address environmental remediation costs for wells within the study.

In addition to wells, abandonment any attendant facilities and pipelines will also require consideration within the model. The scope of the study will also include estimation and supporting justification for this component.

#### **1.18. EMISSION REDUCTION CREDITS**

CJMPC will perform an analysis within the study area to quantify the impact of emission reduction credits on the amortization period and provide a summary and recommendation regarding inclusion in the model.

#### **1.19. OPERATING COSTS**

CJMPC will review any operator-submitted documentation provided by the County to assess operating costs for use in the model. If County records are not available or lack sufficient detail to make an assessment, we will explore other methods which may include public financial records and/or engineering best practices based on normative research.

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<sup>13</sup> Funding (Wilmington) Oil Field Abandonment Costs; Bob Dowell, Director, Energy Resources; 05/27/2021

## **2. QUALITY CONTROL**

CJMPC will implement a mutually agreeable Quality Management Plan (“QMP”) with the County to ensure that a quality product is delivered that conforms to contract requirements and meets the objectives. The QMP process shall be iterative and incremental to primary study objectives with regular County consultation on status reporting, project timeline stewardship, and collaborative work product reviews. This process will encompass quality requirements identification, planning, implementation, and execution of the plan. Integral to the process will be thorough auditable documentation on workflows and amortization model parameters.

While delivery of this study will contain both product (reports, dashboard, etc) and process (assumptions, model, analysis) quality control considerations, the latter will be far more critical as it is the basis for the product and will represent the bulk of the effort to complete the study. The QMP will contain detailed and descriptive explanations for the sources of data, collection and organization processes, and informational or reference materials reviewed in performance of the study. The QMP will focus on (concise) documentation and facilitate collaboration with County representatives and transparency of the application of concepts, assumptions, and evaluations utilized in performance of the study.

It is proposed to deliver a QMP log on a fixed schedule for review and acceptance by County representatives. This will allow for timely discussion and feedback related to any recently completed study efforts, and promote mutual understanding in the function and direction of the study for the subsequent QMP period.

## **3. DELIVERABLES**

In accordance with the SOW, CJMPC shall deliver (for oil wells subject to Title 22 including wells with discretionary permits within unincorporated areas of Los Angeles County, excluding BHCSO):

1. A project timeline; agendas and meeting minutes throughout the project; monthly invoices; and monthly progress reports (RFP SOW 1.3) plus QMP reports on a mutually agreed schedule
2. A summary memo of publicly available amortization studies with recommended approach for amortization model(s) based on Project objectives (RFP SOW 2.1). This will include a list of amortization input considerations collected from topical academic review and recommendations for impact-weighted prioritization of activities necessary for model inclusion.
3. A summary memo identifying and recommending a representative sample of drill sites by type and status (active and idle) within which to conduct an amortization model and sensitivity analysis (RFP SOW 3.1)
4. Draft and final versions of amortization model(s) and sensitivity analysis with detailed discussion of assumptions (RFP SOW 4.1)
5. A summary memo with draft recommendations for weighted prioritization factors for active and idle wells (RFP SOW 5.1)

A summary memo with final amortization study results for active and idle wells based on amortization models and weighted prioritization factors (RFP SOW 6.1)

The following tasks are also included in the scope of this proposal. They are segregated from the above in consideration of the initial RFP structure, and because the BHCSO is a geographically constrained area that offers separate analysis advantages.

1. Conduct amortization model(s) and sensitivity analysis for Inglewood Oil Field (RFP SOW 4.2)
2. A summary memo with draft recommendations for weighted prioritization factors for active and idle wells within the Inglewood Oil Field (RFP SOW 5.2)
3. A summary memo with final amortization study results for active and idle wells within the Inglewood Oil Field, based on amortization models and weighted prioritization factors (RFP SOW 6.2)

### **3.1. POWERBI DASHBOARD**

In addition to the above (RFP) requirements, CJMPC will also create and configure an interactive PowerBi dashboard to summarize and represent results of the study which will facilitate transparency and improve confidence in the model. Subscription-based access to the CJMPC dashboard will allow County-designated users to interact with amortization model data to conduct ad-hoc amortization roll-ups of customized scenarios. For example, the dashboard could be configured to display model production forecasts with historical production to achieve clarity of model inputs. The dashboard may also incorporate dynamic user-adjustable controls on variables assessed to have critical impact on the amortization period as described in the Model Component Input section of this response. Actual dashboard function has yet to be determined, and it will be developed and refined in consultation with County representatives.

The County may subscribe to share the dashboard (or a dedicated variant) with the public at their discretion. The intent of dashboard incorporation as a deliverable is to strengthen the validity of the study (through transparency) in expectation of future challenges to the calculated amortization period by operators (as has been historically observed through review of operator response to other amortization studies).

The PowerBi dashboard shall remain property of CJMPC, and Los Angeles County shall receive 24 continuous months of unlimited (internal and external) use included as a project deliverable. This includes CJMPC-managed versions for internal (Los Angeles County) use through PowerBi software, and web-hosted versions for internal and/or external use that do not require the user to have a PowerBi software license or familiarity with the program. The County is responsible to obtain, manage, and assign necessary PowerBi licenses for designated software users (those accessing through the PowerBi software interface), or may elect to have licenses procured and managed by CJMPC.

#### **4. PROJECT TIMELINE**

For a detailed explanation of project steps, please see descriptive details in the prior sections. The schedule shown in Figure 9 below represents the anticipated project timeline based upon the proposed methodology to deliver the complete requirements of the RFP including time required for the BHCS D study, which is also within scope.

A pilot study is proposed to precede the full-scale evaluation to develop a refined understanding of metrics impacting well amortization specific to the County unincorporated areas and customize the amortization model for local influencing conditions. A considerable share of the pilot effort will be singular initiatives required to create, initialize, and validate a scalable amortization model. As such, the expected time commitment to scale out a properly initialized model will realize higher efficiency than during the pilot evaluation.

#### **5. MEETINGS AND PRESENTATIONS**

This proposal includes time and budget for CJMPC representatives to conduct/attend 5 presentations at the direction of County representatives. Each presentation is allocated 4 hours for preparation and attendance. Presently these do not have a fixed date and shall occur on an as-needed basis.

#### **6. MODIFICATION IN SCOPE OF WELLS FOR AMORTIZATION**

Los Angeles County reserves the right to direct CJM Petroleum Consulting to omit any wells from the amortization study. This may result from final ordinance language or exclusions specified therein. All requested exclusions will be properly documented in project deliverables.

**EXHIBIT A-2**

**CONTRACT DISCREPENCY REPORT**



**CONTRACT DISCREPANCY REPORT****TO:****FROM:****DATES:**

Prepared: \_\_\_\_\_

Returned by Contractor: \_\_\_\_\_

Action Completed: \_\_\_\_\_

**DISCREPANCY PROBLEMS:** \_\_\_\_\_\_\_\_\_\_  
\_\_\_\_\_\_\_\_\_\_  
Signature of County Representative\_\_\_\_\_  
Date**CONTRACTOR RESPONSE (Cause and Corrective Action):** \_\_\_\_\_\_\_\_\_\_  
\_\_\_\_\_\_\_\_\_\_  
Signature of Contractor Representative\_\_\_\_\_  
Date**COUNTY EVALUATION OF CONTRACTOR RESPONSE:** \_\_\_\_\_\_\_\_\_\_  
\_\_\_\_\_\_\_\_\_\_  
Signature of Contractor Representative\_\_\_\_\_  
Date**COUNTY ACTIONS:** \_\_\_\_\_

\_\_\_\_\_

**CONTRACTOR NOTIFIED OF ACTION:**

County Representative's Signature and Date \_\_\_\_\_

Contractor Representative's Signature and Date \_\_\_\_\_

**EXHIBIT B**

**PRICING SCHEDULE**

**TABLE 1. PRICE SCHEDULE FOR CJMPC STAFF SERVICES**

Staff Role	Technical (\$/hr)	Travel (\$/hr)	Mileage (\$/mile)
Project Manager (C Muir)	\$ 215.00	\$107.50	\$ 1.00
Engineering Technician	\$ 125.00	\$ 62.50	\$ 1.00
Data Entry Analyst	\$ 40.00	\$ 20.00	\$ 1.00
Project Assistant	\$ 40.00	\$ 20.00	\$ 1.00
Geoscientist	\$ 190.00	\$ 95.00	\$ 1.00
GIS Specialist	\$ 120.00	\$ 60.00	\$ 1.00

**TABLE 2. PRICE SCHEDULE FOR CJMPC OPTIONAL PRODUCT SERVICES**

Product Service	Unit	Per Unit/month	Estimated Required	Total/mo
PowerBi Pro License Management <sup>1</sup>	User	\$ 50	5	\$ 250
Web-hosted Dashboard <sup>2</sup>	Dashboard	\$ 500	1	\$ 500

1. Optional product service, effective upon County request for same

2. Optional product service, effective after 24 months upon County request for same

**TABLE 3. TOTAL ESTIMATED CONTRACT COSTS**

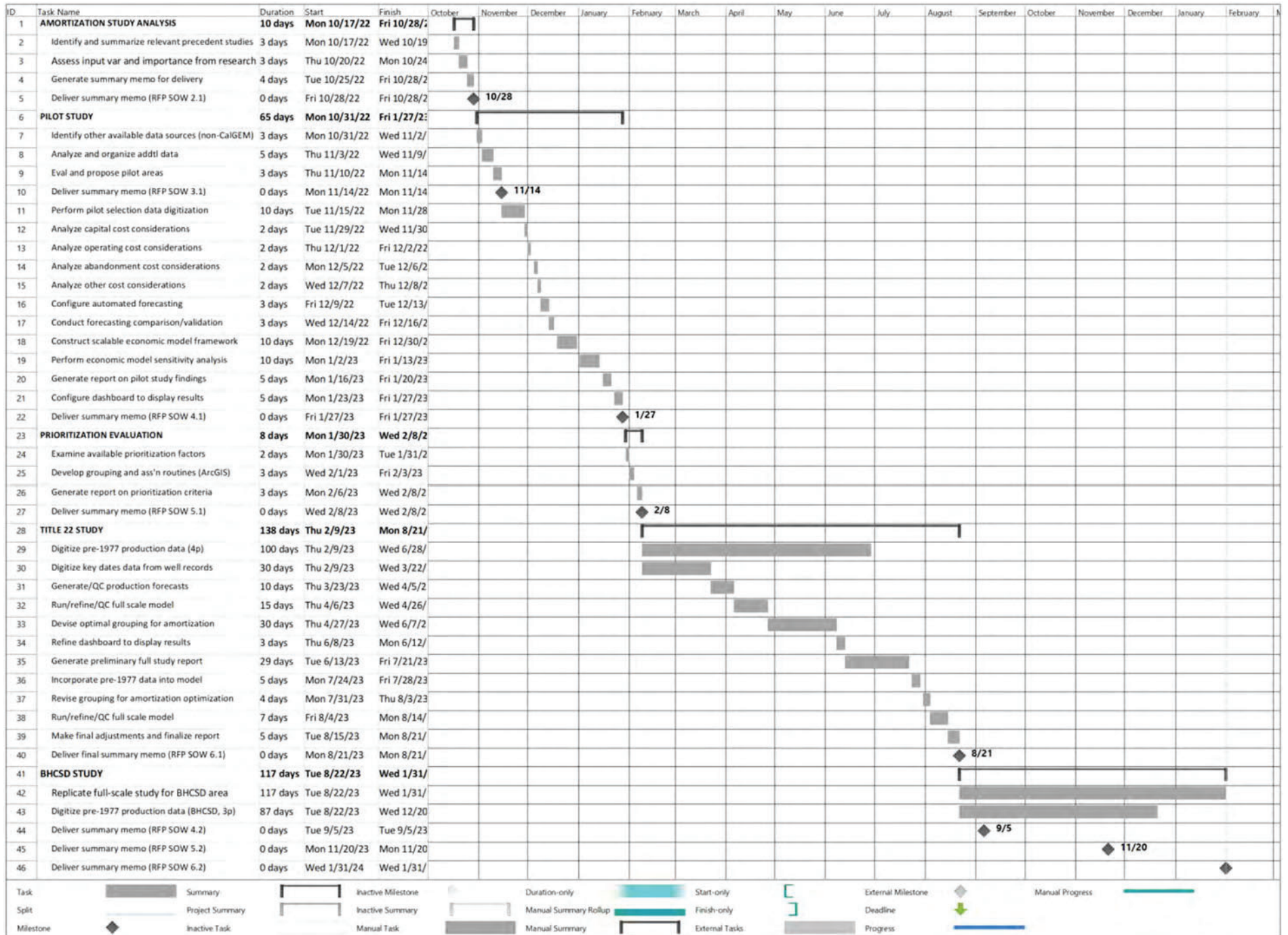
Project Phase	Days	Project Manager	Data Entry <sup>1</sup>	Total
AMORTIZATION STUDY ANALYSIS	10.0	\$ 17,200	\$ -	\$ 17,200
PILOT STUDY	65.0	\$ 111,800	\$ -	\$ 111,800
PRIORITIZATION EVALUATION	8.0	\$ 13,760	\$ -	\$ 13,760
FULL-SCALE (TITLE 22) STUDY	138.0	\$ 237,360	\$ 128,000	\$ 365,360
BHCSD STUDY	117.0	\$ 201,240	\$ 83,520	\$ 284,760
TECHNICAL WORK SUBTOTAL	338.0	\$ 581,360	\$ 211,520	\$ 792,880
QMP (1 hour/workweek)	8.5	\$ 14,620	\$ -	\$ 14,620
MEETINGS/PRESENTATIONS	2.5	\$ 4,300	\$ -	\$ 4,300
OTHER WORK SUBTOTAL	11.0	\$ 18,920	\$ -	\$ 18,920
<b>GRAND TOTAL</b>	<b>349.0</b>	<b>\$ 600,280</b>	<b>\$ 211,520</b>	<b>\$ 811,800</b>

1. These costs are deemed elective to the project at the discretion of the County. They are recommended for inclusion to ensure proper amortization calculation. More information is available in the accompanying SOW.

**EXHIBIT C**

**PROJECT SCHEDULE**

FIGURE 9. PROJECT TIMELINE



**COUNTY'S ADMINISTRATION**

CONTRACT NO. \_\_\_\_\_

**COUNTY PROJECT MANAGER:**

Name: Amy J. Bodek  
Title: Director of Regional Planning  
Address: 320 W. Temple St. 13th Floor, Los Angeles, CA 90012  
Telephone: 213-974-6401  
E-Mail Address: abodek@planning.lacounty.gov

**COUNTY CONTRACT MANAGER:**

Name: Hsiao-Ching Chen  
Title: Contract Manager  
Address: 320 W. Temple St. 13th Floor, Los Angeles, CA 90012  
Telephone: 213-974-6559  
E-Mail Address: hchen@planning.lacounty.gov

**CONTRACTOR'S ADMINISTRATION****CONTRACTOR'S NAME:** CJM Petroleum Consulting Inc.**CONTRACT NO:** \_\_\_\_\_**CONTRACTOR'S PROJECT MANAGER:**Name: Colin MuirTitle: PresidentAddress: 506 S Spring St #13308 SMB#6241 Los Angeles, CA 90013Telephone: 661-379-5215E-Mail Address: colin@cjmpetroleum.com**CONTRACTOR'S AUTHORIZED OFFICIAL(S)**Name: ditto

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

**Notices to Contractor shall be sent to the following:**Name: ditto

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

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

I, Colin Muir, on behalf of CJM Petroleum Consulting Inc., (the  
 “Contractor”), certify that on County Contract for Los Angeles County Oil Well Amortization Study project [ENTER  
 CONTRACT NUMBER AND NAME]:

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

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

\*Contractor Personnel includes subcontractors.

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

Colin Muir  
 Signature

Digitally signed by Colin Muir  
 Date: 2022.10.05 18:31:01 +03'00'

10/05/2022  
 Date

President  
 Title

CJM Petroleum Consulting Inc  
 Company/Contractor Name



**CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT**

CONTRACTOR NAME CJM Petroleum Consulting Inc. Contract No. \_\_\_\_\_

**GENERAL INFORMATION:**

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

**CONTRACTOR ACKNOWLEDGEMENT:**

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

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

**CONFIDENTIALITY AGREEMENT:**


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

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

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

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

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

SIGNATURE: Colin Muir  Digitally signed by Colin Muir  
Date: 2022.10.05 18:31:22 +03'00' DATE: 10 / 05 / 22

PRINTED NAME: Colin Muir

POSITION: President

# THERE'S A BETTER CHOICE. SAFELY SURRENDER YOUR BABY.

Any fire station. Any hospital. Any time.

1.877.222.9723  BabySafeLA.org

No shame | No blame | No names



Some parents of newborns can find themselves in difficult circumstances. Sadly, babies are sometimes harmed or abandoned by parents who feel that they're not ready or able to raise a child. Many of these mothers or fathers are afraid and don't know where to turn for help.

This is why California has a Safely Surrendered Baby Law, which gives parents the choice to legally leave their baby at any hospital or fire station in Los Angeles County.

### FIVE THINGS YOU NEED TO KNOW ABOUT BABY SAFE SURRENDER

- 1 Your newborn can be surrendered at any hospital or fire station in Los Angeles County up to 72 hours after birth.
- 2 You must leave your newborn with a fire station or hospital employee.
- 3 You don't have to provide your name.
- 4 You will only be asked to voluntarily provide a medical history.
- 5 You have 14 days to change your mind; a matching bracelet (parent) and anklet (baby) are provided to assist you if you change your mind.

No shame | No blame | No names



### ABOUT THE BABY SAFE SURRENDER PROGRAM

In 2002, a task force was created under the guidance of the Children's Planning Council to address newborn abandonment and to develop a strategic plan to prevent this tragedy.

Los Angeles County has worked hard to ensure that the Safely Surrendered Baby Law prevents babies from being abandoned. We're happy to report that this law is doing exactly what it was designed to do: save the lives of innocent babies. Visit [BabySafeLA.org](http://BabySafeLA.org) to learn more.

No shame | No blame | No names

ANY FIRE STATION.  
ANY HOSPITAL.  
ANY TIME.

1.877.222.9723  
[BabySafeLA.org](http://BabySafeLA.org)

THERE'S A  
BETTER CHOICE.  
SAFELY SURRENDER  
YOUR BABY.



No shame | No blame | No names





## FROM SURRENDER TO ADOPTION: ONE BABY'S STORY

Los Angeles County firefighter Ted and his wife Becki were already parents to two boys. But when they got the call asking if they would be willing to care for a premature baby girl who'd been safely surrendered at a local hospital, they didn't hesitate.

Baby Jenna was tiny, but Ted and Becki felt lucky to be able to take her home. "We had always wanted to adopt," Ted says, "but taking

home a vulnerable safely surrendered baby was even better. She had no one, but now she had us. And, more importantly, we had her."

Baby Jenna has filled the longing Ted and Becki had for a daughter—and a sister for their boys. Because her birth parent safely surrendered her when she was born, Jenna is a thriving young girl growing up in a stable and loving family.

## ANSWERS TO YOUR QUESTIONS

### Who is legally allowed to surrender the baby?

Anyone with lawful custody can drop off a newborn within the first 72 hours of birth.

### Do you need to call ahead before surrendering a baby?

No. A newborn can be surrendered anytime, 24 hours a day, 7 days a week, as long as the parent or guardian surrenders the child to an employee of the hospital or fire station.

### What information needs to be provided?

The surrendering adult will be asked to fill out a medical history form, which is useful in caring for the child. The form can be returned later and includes a stamped return envelope. No names are required.

### What happens to the baby?

After a complete medical exam, the baby will be released and placed in a safe and loving home, and the adoption process will begin.

### What happens to the parent or surrendering adult?

Nothing. They may leave at any time after surrendering the baby.

### How can a parent get a baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days by calling the Los Angeles County Department of Children and Family Services at (800) 540-4000.

### If you're unsure of what to do:

You can call the hotline 24 hours a day, 7 days a week and anonymously speak with a counselor about your options or have your questions answered.

**1.877.222.9723 or BabySafeLA.org**

English, Spanish and 140 other languages spoken.