



**Chief  
Executive  
Office.**

**COUNTY OF LOS ANGELES**  
**CHIEF EXECUTIVE OFFICER**  
Fesia A. Davenport

## **COMMUNITY SERVICES CLUSTER AGENDA REVIEW MEETING**

**DATE: Wednesday, February 1, 2023**  
**TIME: 9:00 a.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: 885291326#**

[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 (Chief Executive Office) for February 28, 2023 Board agenda:  
JOINT RESOLUTION BETWEEN  
THE BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES AND  
THE CITY COUNCIL OF THE CITY OF BRADBURY  
APPROVING AND ACCEPTING THE NEGOTIATED EXCHANGE OF  
PROPERTY TAX REVENUE RESULTING FROM THE ANNEXATION OF  
UNINCORPORATED TERRITORY KNOWN AS ANNEXATION 2021-10 TO  
THE CITY OF BRADBURY  
[CITY OF BRADBURY ANNEXATION NO. 2021-10]

- B.** Board Letter (Chief Executive Office) for February 28, 2023 Board agenda:  
JOINT RESOLUTIONS BETWEEN THE BOARD OF SUPERVISORS AS THE GOVERNING BODY OF THE COUNTY OF LOS ANGELES, CONSOLIDATED FIRE PROTECTION DISTRICT, AND COUNTY FLOOD CONTROL DISTRICT, VARIOUS COUNTY SANITATION DISTRICTS, AND OTHER AFFECTED TAXING ENTITIES ACCEPTING THE NEGOTIATED EXCHANGE OF PROPERTY TAX REVENUE AS A RESULT OF PROPOSED ANNEXATIONS TO COUNTY SANITATION DISTRICTS  
(ANNEXATION NOS. 14-433, 14-434, 20-102, 21-763, 21-766, AND SCV-1109)
- C.** Board Letter (Beaches and Harbors) for February 28, 2023 Board agenda:  
REQUEST AUTHORITY TO AWARD AS-NEEDED TEMPORARY PERSONNEL SERVICES MASTER AGREEMENTS
- D.** Board Letter (Parks and Recreation) for February 28, 2023 Board agenda:  
APPROVE AN AMENDMENT TO THE OPERATING AGREEMENT BETWEEN THE COUNTY OF LOS ANGELES AND RRM-CLM SERVICES, LLC DBA VISTA RECREATION FOR THE OPERATION AND MANAGEMENT OF THE FRANK G. BONELLI RECREATIONAL VEHICLE PARK AGREEMENT NUMBER 10446
- E.** Board Letter (Public Works) for February 28, 2023 Board agenda:  
CONSTRUCTION CONTRACT  
TRANSPORTATION CORE SERVICE AREA  
ADOPT, ADVERTISE, AND AWARD  
120TH STREET TRAFFIC SIGNAL SAFETY PROJECT  
PROJECT ID NO. TDS0001708  
IN THE UNINCORPORATED COMMUNITIES OF ATHENS-WESTMONT AND WILLOWBROOK
- F.** Board Letter (Public Works) for February 28, 2023 Board agenda:  
CONSTRUCTION CONTRACT  
TRANSPORTATION CORE SERVICE AREA  
ADOPT, ADVERTISE, AND AWARD  
SAN GABRIEL VALLEY TRAFFIC SIGNAL SAFETY PROJECT GROUP 1  
PROJECT ID NO. TDS0001707  
IN THE UNINCORPORATED COMMUNITIES OF AVOCADO HEIGHTS, BASSETT, COVINA, AND NORTH WHITTIER
- G.** Board Letter (Public Works) for February 28, 2023 Board agenda:  
MUNICIPAL SERVICES CORE SERVICE AREA  
APPROVAL OF AN ASSIGNMENT OF TARIFF RULE 20A FUNDS TO CITY OF LAKEWOOD

- H.** Board Letter (Public Works) for February 28, 2023 Board agenda:  
CONSTRUCTION CONTRACT  
WATER RESOURCES CORE SERVICE AREA  
DELEGATE AUTHORITY TO ADOPT, ADVERTISE, AND AWARD  
NAPLES ISLAND PUMP STATIONS REHABILITATION – PHASE I  
PROJECT ID NO. FCC0001392  
IN THE CITY OF LONG BEACH
- I.** Board Letter (Public Works) for February 28, 2023 Board agenda:  
SERVICES CONTRACT  
WATER RESOURCES CORE SERVICE AREA  
AWARD OF SERVICES CONTRACT  
ON-CALL POTABLE WATER TANK INSPECTION,  
CLEANING, AND REPAIR SERVICES
- J.** Board Letter (Public Works) for February 28, 2023 Board agenda:  
TRANSPORTATION CORE SERVICE AREA  
INITIATE PROCEEDINGS FOR ANNEXATION TO  
COUNTY LIGHTING DISTRICTS  
PETITION NO. 56-1017 IN THE UNINCORPORATED AREA OF AZUSA
- K.** Board Letter (Public Works) for February 28, 2023 Board agenda:  
TRANSPORTATION CORE SERVICE AREA  
TRAFFIC REGULATION IN THE UNINCORPORATED COMMUNITY  
OF WEST WHITTIER/LOS NIETOS
- L.** Board Letter (Los Angeles County Development Authority) for  
March 7, 2023 Board agenda:  
AUTHORIZE THE EXECUTION OF AN AMENDMENT TO THE EXCLUSIVE  
NEGOTIATING AGREEMENT AND PLANNING DOCUMENT BY AND  
AMONG THE COUNTY, THROUGH THE LOS ANGELES COUNTY  
DEVELOPMENT AUTHORITY ACTING AS COUNTY'S AGENT, THE LOS  
ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY, AND  
WIP-A, LLC A WHOLLY-OWNED SUBSIDIARY OF WATT COMPANIES, INC.,  
A CALIFORNIA CORPORATION, TO EXTEND THE NEGOTIATING PERIOD  
AND AUTHORIZE THE ASSIGNMENT OF THE AGREEMENT TO A LIMITED  
PARTNERSHIP FOR DEVELOPMENT OF THE PROPERTY LOCATED AT THE  
EXPO/CRENSHAW STATION SITE
- M.** Board Letter (Agricultural Commissioner/Weights and Measures) for  
March 14, 2023 Board agenda:  
2023 BRUSH CLEARANCE/WEED ABATEMENT REFEREES' HEARING  
REPORT

Wednesday, February 1, 2023

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

- A.** Board Briefing (Public Works):  
2023 STORM SEASON UPDATE  
Speaker: Mark Pestrella
- B.** Board Briefing (Beaches and Harbors):  
CURRENT STORM AND COASTAL EROSION; UPDATE TO COASTAL  
RESILIENCY PROGRAM  
Speaker: Gary Jones

**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>	2/1/2023		
<b>BOARD MEETING DATE</b>	2/28/2023		
<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>	Chief Executive Office		
<b>SUBJECT</b>	City of Bradbury Annexation 2021-10		
<b>PROGRAM</b>	N/A		
<b>AUTHORIZES DELEGATED AUTHORITY TO DEPT</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No    N/A		
<b>SOLE SOURCE CONTRACT</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No    N/A If Yes, please explain why:		
<b>DEADLINES/ TIME CONSTRAINTS</b>	Yes.		
<b>COST &amp; FUNDING</b>	Total cost: \$ N/A		Funding source:
	TERMS (if applicable):		
	Explanation:		
<b>PURPOSE OF REQUEST</b>	The City of Bradbury currently maintains a portion of road and parkway (Royal Oaks Drive North) that is adjacent to the City, but is currently under the County's jurisdiction (Unincorporated County, SD 5). The proposed action would provide for a logical extension of City of Bradbury boundaries, as well as clarify maintenance responsibilities for the roadway and parkway landscaping.		
<b>BACKGROUND (include internal/external issues that may exist including any related motions)</b>	<p>On December 6, 2021, the Local Agency Formation Commission for the County of Los Angeles (LAFCO) released a "Notice of Filing" to the County and other affected entities regarding the application submitted by the City of Bradbury for the proposed annexation.</p> <p>Affected County departments have reviewed the application and provided comments on the proposed annexation, which have been submitted to LAFCO. It has been determined that there would be no service or revenue impacts on the County as a result of the proposed annexation.</p> <p>On November 15, 2022, the City of Bradbury adopted the Property Tax Transfer Resolution related to this annexation. The Board must now also adopt the resolution before it is submitted to LAFCO to make a final determination on the proposed action.</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    N/A If Yes, please state which one(s) and explain how:		
<b>DEPARTMENTAL CONTACTS</b>	Name, Title, Phone # & Email: Angie Gentry, Principal Analyst <a href="mailto:agentry@ceo.lacounty.gov">agentry@ceo.lacounty.gov</a> 213.974.1197		

February 28, 2023

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

Dear Supervisors:

**JOINT RESOLUTION BETWEEN  
THE BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES AND  
THE CITY COUNCIL OF THE CITY OF BRADBURY  
APPROVING AND ACCEPTING THE NEGOTIATED EXCHANGE OF PROPERTY  
TAX REVENUE RESULTING FROM THE ANNEXATION OF UNINCORPORATED  
TERRITORY KNOWN AS ANNEXATION 2021-10 TO THE CITY OF BRADBURY  
[CITY OF BRADBURY ANNEXATION NO. 2021-10]  
(SUPERVISORIAL DISTRICT 5) (3 VOTES)**

**SUBJECT**

This action is to adopt the Joint Resolution for the negotiated exchange of property tax revenue associated with the annexation of Los Angeles County (County) unincorporated territory to the City of Bradbury.

**IT IS RECOMMENDED THAT YOUR BOARD:**

Approve and adopt the attached Joint Resolution between the Board of Supervisors (Board) and the City Council of the City of Bradbury (City) based on the negotiated exchange of property tax revenue, related to the proposed Annexation 2021-10 of approximately .66+ acres of unincorporated territory generally located along Royal Oaks Drive North between Braewood Drive and Woodlyn Lane (public right-of-way), adjacent to the City of Bradbury.

**PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The subject territory for the proposed annexation is a portion of roadway (public right-of-way) in unincorporated County, immediately adjacent to the City. The County currently has responsibility for maintaining this portion of roadway. The proposed annexation would provide for a logical extension of the City boundaries, as well as clarify maintenance

responsibilities for the roadway and parkway landscaping. Based on these two factors, on November 15, 2022, the City Council of the City adopted the attached Joint Resolution providing for the negotiated exchange of property tax revenue resulting from the proposed annexation of approximately .66+ acres of uninhabited, unincorporated territory generally located along Royal Oaks Drive North between Braewood Drive and Woodlyn Lane (public right-of-way), adjacent to the City.

In order for the Local Agency Formation Commission (LAFCO) of Los Angeles County to proceed with the required hearings on the proposed annexation, your Board, as governing body of the County and County Road Maintenance District No. 5 (RMD No. 5), must also adopt the Joint Resolution.

### **FISCAL IMPACT/FINANCING**

The adopted resolution will transfer Zero Dollars (\$0) in base property tax revenue from the County General Fund to the City and will transfer a share of the annual tax increment - approximately .057302999 of the annual property tax increment - from the County to the City, as indicated in the Joint Resolution. An adjustment will be made to the County budget in the fiscal year following the filing of the statement of boundary change for Annexation 2021-10 with the California State Board of Equalization.

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

Pursuant to Title 5, Division 3, of the California Government Code, commencing with Section 56000, the City adopted a resolution and filed an application with LAFCO on November 23, 2021, to initiate proceedings for the annexation of approximately .66+ acres of uninhabited, unincorporated County territory to the City.

Section 99 of the Revenue and Taxation Code (R&T Code) requires that prior to the scheduling of annexation proceedings at LAFCO, the governing bodies of all agencies whose service area or service responsibilities will be altered by such change must negotiate a reallocation of property tax revenue between the affected agencies and approve and accept such reallocation by resolution. The City adopted the negotiated Joint Resolution for the subject annexation as required by Section 99 of the R&T Code on November 15, 2022.

The proposed territory to be annexed is currently under the County RMD No. 5. Upon annexation of the territory to the City, the territory will be detached from County RMD No. 5.

The Honorable Board of Supervisors  
February 28, 2023  
Page 3

Adoption of the Resolution by your Board will allow LAFCO to schedule the required public hearing to consider testimony on the proposed annexation. LAFCO will subsequently take action to approve, approve with changes or disapprove the proposal.

The Joint Resolution has been approved as to form by County Counsel.

### **ENVIRONMENTAL DOCUMENTATION**

The proposed project 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. The proposed action is the creation of a government funding mechanism, a fiscal activity which does not involve any commitment to any specific project, which may result in a potentially significant physical impact on the environment.

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

Upon the effective date of the annexation, the City will become responsible for providing roadway maintenance services to the area within its jurisdiction. In addition, the City shall become the National Flood Insurance Program (NFIP) administrator and responsible for compliance with any NFIP requirements for projects within the annexation area.

### **CONCLUSION**

At such time as the recommendation is approved by your Board, please return one adopted copy of this letter and five signed originals of the Resolution to LAFCO, one adopted copy of this letter and one signed original of the Resolution to the Chief Executive Office, Policy Implementation and Alignment Branch, and one adopted copy of the letter and Resolution to the Auditor-Controller, Tax Division.

Respectfully submitted,

FESIA A. DAVENPORT  
Chief Executive Officer

FAD:JMN  
JFO:AG:kdm

Enclosures

The Honorable Board of Supervisors  
February 28, 2023  
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c: Executive Office, Board of Supervisors  
Sheriff  
Assessor  
County Counsel  
Auditor-Controller  
Fire  
LA County Library  
Public Works  
Regional Planning  
City of Bradbury

**JOINT RESOLUTION BETWEEN THE BOARD OF SUPERVISORS OF THE  
COUNTY OF LOS ANGELES AND THE CITY COUNCIL OF THE  
CITY OF BRADBURY APPROVING AND ACCEPTING THE NEGOTIATED EXCHANGE OF  
PROPERTY TAX REVENUE RESULTING FROM THE ANNEXATION OF TERRITORY  
KNOWN AS ANNEXATION NO. 2021-10 TO THE CITY OF BRADBURY AND WITHDRAWAL  
FROM COUNTY ROAD DISTRICT NO. 5**

**WHEREAS**, pursuant to Section 99 of the Revenue and Taxation Code, for specified jurisdictional changes, the governing bodies of affected agencies shall negotiate and determine the amount of property tax revenue to be exchanged between the affected agencies; and

**WHEREAS**, the Board of Supervisors of the County of Los Angeles, as governing body of the County, and the County of Los Angeles Road District No. 5, and the City Council of the City of Bradbury have determined that the amount of property tax revenue to be exchanged among their respective agencies as a result of the proposal identified as Annexation No. 2021-10 to the City of Bradbury, which includes the annexation of approximately .66 acres of uninhabited territory (public right-of-way) located in the County of Los Angeles, is as set forth below; and

**WHEREAS**, upon annexation of the proposed area to the City of Bradbury, the territory shall be withdrawn from the County Road District No. 5; and

**WHEREAS**, the area identified for annexation of territory is shown in the attachment.

**NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:**

The negotiated exchange of property tax revenues between the County of Los Angeles, CFPD, the City of Bradbury, resulting from Annexation No. 2021-10 to the City of Bradbury is approved and accepted.

**A. Annexation of Territory to the City of Bradbury:**

1. The negotiated exchange of property tax revenues between the County of Los Angeles and the City of Bradbury, resulting from the proposal identified as Annexation 2021-10 to the City of Bradbury is approved and accepted for the annexation area within Tax Rate Area 03386.

2. For the fiscal year commencing in the year after the filing of the statement of boundary change for Annexation 2021-10 to the City of Bradbury with the Board of Equalization pursuant to Government Code sections 54902 and 57204, and every fiscal year thereafter, property tax revenue received by County Road District No. 5, attributable to Annexation 2021-10 to the City of Bradbury, shall be transferred to the County, and the County Road District No. 5 share in the annexation area shall be reduced to zero.

3. For the fiscal year commencing in the year after the filing of the statement of boundary change for Annexation 2021-10 to the City of Bradbury with the Board of Equalization pursuant to Government Code sections 54902 and 57204, a base of Zero Dollars (\$0) in property tax revenue, and .057302999 of the annual property tax increment, attributable to Annexation No. 2021-10 to the City of Bradbury shall be transferred from the County of Los Angeles to the City of Bradbury.

4. The City of Bradbury acknowledges that from and after the effective date of Reorganization No. 2021-10, the City will be responsible for the enforcement of flood plain management regulations within the area annexed by the City and shall assume responsibility for administering compliance with the National Flood Insurance Program in connection with the area annexed by the City of Bradbury.

PASSED, APPROVED AND ADOPTED this 15th day of Nov, 2022 by the following vote:

AYES: Mayor Lathrop,  
MPT Barakat, Council-  
members Hale and Lewis  
NOES: None

ABSENT: Councilmember Bruny

ABSTAIN: None



Mayor Pro-Tem  
City of Bradbury

ATTEST:



City Clerk  
City of Bradbury

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Joint Resolution  
City of Bradbury Annexation No.  
2021-10 Page 3 of 3

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(Signed in Counterpart)

The foregoing resolution was on the \_\_\_\_ day of \_\_\_\_\_, 2023, adopted by the Board of Supervisors of the County of Los Angeles and ex officio as the governing body of all other agencies, authorities, and districts, including special assessment and taxing districts, referenced in this resolution for which said Board so acts.

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

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

APPROVED AS TO FORM:

DAWYN R. HARRISON  
Acting County Counsel

By   
Deputy

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# BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

<b>CLUSTER AGENDA REVIEW DATE</b>	2/1/2023							
<b>BOARD MEETING DATE</b>	2/28/2023							
<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>	CEO, Policy Implementation Alignment Branch							
<b>SUBJECT</b>	Negotiated Exchange of Property Tax Revenue as a Result of Proposed Annexations to County Sanitation Districts - Joint Resolutions							
<b>PROGRAM</b>	N/A							
<b>AUTHORIZES DELEGATED AUTHORITY TO DEPT</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No							
<b>SOLE SOURCE CONTRACT</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why:							
<b>DEADLINES/ TIME CONSTRAINTS</b>	None							
<b>COST &amp; FUNDING</b>	<table border="1"> <tr> <td>Total cost: \$0</td><td>Funding source: N/A</td></tr> <tr> <td colspan="2">TERMS (if applicable): Parcel adjustments at 1/100 of a cent, loss per \$1,000 of adjusted assessed value.</td></tr> <tr> <td colspan="2">Explanation: Tax transfer and future revenue growth is negligible and has minimal impact to the County.</td></tr> </table>		Total cost: \$0	Funding source: N/A	TERMS (if applicable): Parcel adjustments at 1/100 of a cent, loss per \$1,000 of adjusted assessed value.		Explanation: Tax transfer and future revenue growth is negligible and has minimal impact to the County.	
Total cost: \$0	Funding source: N/A							
TERMS (if applicable): Parcel adjustments at 1/100 of a cent, loss per \$1,000 of adjusted assessed value.								
Explanation: Tax transfer and future revenue growth is negligible and has minimal impact to the County.								
<b>PURPOSE OF REQUEST</b>	Approve and adopt Joint Resolutions for the annexation of territories into County Sanitation Districts. Parcel owners requested to be annexed to their respective County Sanitation Districts for off-site sewage disposal services. Proposed Annexation Nos. 14-433 in City of Palmdale, 14-434 in unincorporated Lancaster, 20-102 in unincorporated Palmdale, 21-763 in unincorporated Claremont, 21-766 in City of Walnut, and SCV-1109 in unincorporated Castaic.							
<b>BACKGROUND (include internal/external issues that may exist including any related motions)</b>	Board letter processed our yearly batch of Sanitation Annexations, no comments from Departments.							
<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 type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please state which one(s) and explain how: N/A							
<b>DEPARTMENTAL CONTACTS</b>	Name, Title, Phone # & Email: Doyle Chow, Principal Analyst, (213) 893-0055, dchow@ceo.lacounty.gov							



# County of Los Angeles CHIEF EXECUTIVE OFFICE

Kenneth Hahn Hall of Administration  
500 West Temple Street, Room 713, Los Angeles, California 90012  
(213) 974-1101  
<http://ceo.lacounty.gov>

FESIA A. DAVENPORT  
Chief Executive Officer

Board of Supervisors  
HILDA L. SOLIS  
First District

HOLLY J. MITCHELL  
Second District

SHEILA KUEHL  
Third District

JANICE HAHN  
Fourth District

KATHRYN BARGER  
Fifth District

Februaury 28, 2023

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:

**JOINT RESOLUTIONS BETWEEN THE BOARD OF SUPERVISORS AS THE  
GOVERNING BODY OF THE COUNTY OF LOS ANGELES, CONSOLIDATED FIRE  
PROTECTION DISTRICT, AND COUNTY FLOOD CONTROL DISTRICT, VARIOUS  
COUNTY SANITATION DISTRICTS, AND OTHER AFFECTED TAXING ENTITIES  
ACCEPTING THE NEGOTIATED EXCHANGE OF PROPERTY TAX REVENUE AS A  
RESULT OF PROPOSED ANNEXATIONS TO COUNTY SANITATION DISTRICTS  
(ANNEXATION NOS. 14-433, 14-434, 20-102, 21-763, 21-766, AND SCV-1109)  
(FIRST AND FIFTH DISTRICTS)  
(3 VOTES)**

**SUBJECT**

This action is to adopt the Negotiated Property Tax Exchange Joint Resolutions associated with the annexation of territories into County Sanitation Districts Nos. 14, 20, 21, and the Santa Clarita Valley Sanitation Districts of Los Angeles County.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Approve and adopt Joint Resolutions between the Board of Supervisors (Board), as the governing body of the County, the Consolidated Fire Protection District, and the Los Angeles County Flood Control District, and on behalf of the LA County Library, and Road District No. 5; County Sanitation Districts Nos. 14, 20, 21, and the Santa Clarita Valley Sanitation Districts of Los Angeles County; and other affected taxing entities based on the negotiated exchange of property tax revenue related to proposed Annexation Nos. 14-433 in City of Palmdale, 14-434 in unincorporated Lancaster, 20-102 in unincorporated Palmdale, 21-763 in unincorporated Claremont, 21-766 in City of Walnut, and SCV-1109 in unincorporated Castaic.

2. Find that the proposed Joint Resolutions are not subject to the provisions of the California Environmental Quality Act (CEQA) because the action does not meet the definition of a project for the reasons stated herein and the reasons reflected in the record.

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

The governing bodies of the affected County Sanitation Districts (Districts) and the respective taxing entities have adopted the attached Joint Resolutions (Enclosure II) based on the negotiated exchange of property tax revenue related to the proposed annexations to the Districts.

In order for the Local Agency Formation Commission (LAFCO) for the County of Los Angeles to proceed with the required hearings on the proposed annexations, the Board, as the governing body of the County, Consolidated Fire Protection District, and the Los Angeles County Flood Control District, and on behalf of the LA County Library, and Road District No. 5, must also adopt the attached Joint Resolutions.

The proposed annexations involve residential, vacant, and commercial parcels for which there is no other local agency able to provide off-site sewage disposal services. The annexations will allow property owners in the affected territories to obtain off-site sewage disposal service from the Districts by connecting their properties to existing sewer lines. Currently, the only option available to property owners is to construct private septic systems. In each annexation application submitted to LAFCO, all of the owners of real properties within the affected territories have requested, in writing, that their properties be annexed to the respective County Sanitation Districts.

### **FISCAL IMPACT/FINANCING**

There is no base transfer of property taxes associated with these annexations. If the annexations are approved, the adopted joint resolutions will transfer a portion of the annual property tax growth attributable to the annexation areas from the County, Consolidated Fire Protection District, County Flood Control District, and the other affected taxing entities to the affected Districts. The impact of the annexations to the County's share of incremental property tax growth for future years due to the proposed annexations is minimal and is reflected in Enclosure I.

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

Pursuant to Part 3, Division 3, Title 5 of the California Government Code, commencing with Section 56000, the Districts adopted a resolution and filed an application with LAFCO to initiate proceedings for the reorganization of territory to the Districts.

Section 99 of the Revenue and Taxation Code (R&T Code) requires that prior to the effective date of any jurisdictional change, the governing bodies of all agencies whose service area, or service responsibilities will be altered by such change, must negotiate a reallocation of property tax revenue between the affected agencies, and approve and accept such reallocation by resolution. The Districts and the other independent taxing entities have adopted the negotiated Joint Resolution for the subject reorganization, as required by Section 99 of the R&T Code.

Adoption of the Joint Resolution by the Board will allow LAFCO to schedule the required public hearings to consider testimony on the proposed reorganization. LAFCO will subsequently take action to approve, approve with changes, or disapprove the proposal for reorganization.

The Joint Resolutions has been approved as to form by County Counsel.

#### **ENVIRONMENTAL DOCUMENTATION**

The proposed project is 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 the creation of a government funding mechanism, a fiscal activity which does not involve any commitment to any specific project, which may result in a potentially significant physical impact on the environment.

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

The proposed action has no impact on current County services or projects.

#### **CONCLUSION**

At such time as the recommendation is approved by the Board, please return one approved copy of this letter and one set of the signed originals of the Resolutions to LAFCO, one approved copy of this letter and a copy of the signed Resolution to the Chief Executive Office, Policy Implementation and Alignment Branch, and one approved copy of this letter and a copy of the signed Resolution to the Auditor-Controller, Tax Division.

Respectfully submitted,

FESIA A. DAVENPORT  
Chief Executive Officer

The Honorable Board of Supervisors  
February 28, 2023  
Page 4

FAD:JMN:JO  
DC:kdm

Enclosures

c:     Executive Office, Board of Supervisors  
         County Counsel  
         Auditor-Controller  
         Fire  
         LA County Library  
         Public Works  
         Local Agency Formation Commission for the  
         County of Los Angeles

## County Sanitation Districts Annexation Nos. 14-433, 14-434, 20-102, 21-763, 21-766 and SCV-1109

## Impact to County Incremental Share

Sanitation District Annexation No.	TRA	Supervisory District	Location	County Taxing Entities	Adjustment	Loss per \$1,000 of Additional Assessed Value
<b>14-433</b>	03456	5	Palmdale	General Fund Consolidated Fire Prot. Dist.	0.00165294 0.001136395	0.0165 0.0114
<b>14-434</b>	09610	5	Unincorporated (Lancaster)	General Fund County Library Road District No. 5 Consolidated Fire Prot. Dist.	0.001653491 0.000184871 0.000047579 0.001145801	0.0165 0.0018 0.0005 0.0115
<b>20-102</b>		5	Palmdale	Zero Property Tax Revenue Exchange		
<b>21-763</b>	02760	5	Unincorporated (Claremont)	General Fund County Library Road District No. 5 Consolidated Fire Prot. Dist. Flood Control DR IMP Dist. Flood Control Maintenance	0.002365762 0.000171060 0.000042870 0.001287758 0.000012657 0.000071631	0.0237 0.0017 0.0004 0.0129 0.0001 0.0007
<b>21-766</b>	12326	1	Walnut	General Fund County Library Consolidated Fire Prot. Dist. Flood Control DR IMP Dist. Flood Control Maintenance	0.002302796 0.000164867 0.001250518 0.000012087 0.000068405	0.0230 0.0016 0.0125 0.0001 0.0007
<b>SCV-1109</b>	10701	5	Unincorporated (Castaic)	General Fund County Library Road District No. 5 Consolidated Fire Prot. Dist. Flood Control DR IMP Dist. Flood Control Maintenance	0.003392883 0.000452285 0.000119567 0.003274237 0.00003431 0.000194175	0.0339 0.0045 0.0012 0.0327 0.0003 0.0019

JOINT RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES  
ACTING IN BEHALF OF

Los Angeles County General Fund

Los Angeles County Consolidated Fire Protection District

THE BOARD OF DIRECTORS OF COUNTY SANITATION DISTRICT NO. 14 OF LOS ANGELES  
COUNTY, AND THE GOVERNING BODIES OF

Antelope Valley Cemetery District

Antelope Valley Resource Conservation District

City of Palmdale

Antelope Valley - East Kern Water Agency

Antelope Valley Mosquito & Vector Control District

APPROVING AND ACCEPTING NEGOTIATED EXCHANGE OF PROPERTY TAX REVENUES  
RESULTING FROM ANNEXATION TO COUNTY SANITATION DISTRICT NO. 14

**"ANNEXATION NO. 433"**

**WHEREAS**, pursuant to Section 99 and 99.01 of the Revenue and Taxation Code, prior to the effective date of any jurisdictional change which will result in a special district providing a new service, the governing bodies of all local agencies that receive an apportionment of the property tax from the area must determine the amount of property tax revenues from the annual tax increment to be exchanged between the affected agencies and approve and accept the negotiated exchange of property tax revenues by resolution; and

**WHEREAS**, the governing bodies of the agencies signatory hereto have made determinations of the amount of property tax revenues from the annual tax increments to be exchanged as a result of the annexation to County Sanitation District No. 14 entitled *Annexation No. 433*;

**NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:**

1. The negotiated exchange of property tax revenues resulting from the annexation of territory to County Sanitation District No. 14 in the annexation entitled *Annexation No. 433* is approved and accepted.
2. For each fiscal year commencing on July 1, 2020, or after the effective date of this jurisdictional change, whichever is later, the County Auditor shall transfer to County Sanitation District No. 14 a total of 0.3355838 percent of the annual tax increment attributable to the land area encompassed within *Annexation No. 433* as shown on the attached Worksheet.
3. No additional transfer of property tax revenues shall be made from any other tax agencies to County Sanitation District No. 14 as a result of annexation entitled *Annexation No. 433*.

4. No transfer of property tax increments from properties within a community redevelopment project, which are legally committed to a Community Redevelopment Agency, shall be made during the period that such tax increment is legally committed for repayment of the redevelopment project costs.

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.

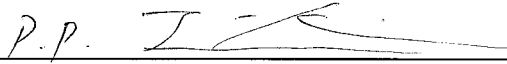
The foregoing resolution was on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, adopted by the Board of Supervisors of the County of Los Angeles and ex officio the governing body of all other special assessment and taxing districts, agencies and authorities for which said Board so acts.

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

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

APPROVED AS TO FORM:

DAWYN R. HARRISON  
Interim County Counsel

By   
Michael S. Buennagel  
Senior Deputy County Counsel

(SIGNED IN COUNTERPART)

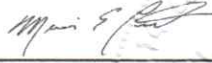


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The foregoing resolution was adopted by the Board of Supervisors of the County of Los Angeles, the Board of Directors of County Sanitation District No. 14 of Los Angeles County, and the governing bodies of Antelope Valley Cemetery District, Antelope Valley Resource Conservation District, City of Palmdale, Antelope Valley - East Kern Water Agency, and Antelope Valley Mosquito & Vector Control District, signatory hereto.

COUNTY SANITATION DISTRICT NO. 14  
OF LOS ANGELES COUNTY



Chairperson, Board of Directors

ATTEST:



Secretary

September 9, 2021

Date

(SIGNED IN COUNTERPART)

4. No transfer of property tax increments from properties within a community redevelopment project, which are legally committed to a Community Redevelopment Agency, shall be made during the period that such tax increment is legally committed for repayment of the redevelopment project costs.

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.

The foregoing resolution was adopted by the Board of Supervisors of the County of Los Angeles, the Board of Directors of County Sanitation District No. 14 of Los Angeles County, and the governing bodies of Antelope Valley Cemetery District, Antelope Valley Resource Conservation District, City of Palmdale, Antelope Valley - East Kern Water Agency, and Antelope Valley Mosquito & Vector Control District, signatory hereto.

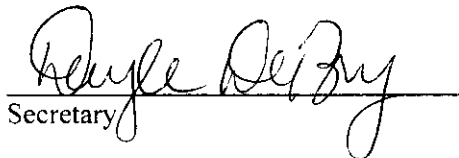
ANTELOPE VALLEY CEMETERY  
DISTRICT



SIGNATURE

David Owens Chairman  
PRINT NAME AND TITLE

ATTEST:

  
Secretary

9-16-2020  
Date

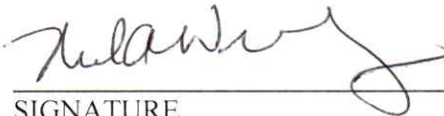
(SIGNED IN COUNTERPART)

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The foregoing resolution was adopted by the Board of Supervisors of the County of Los Angeles, the Board of Directors of County Sanitation District No. 14 of Los Angeles County, and the governing bodies of Antelope Valley Cemetery District, Antelope Valley Resource Conservation District, City of Palmdale, Antelope Valley - East Kern Water Agency, and Antelope Valley Mosquito & Vector Control District, signatory hereto.

ANTELOPE VALLEY RESOURCE  
CONSERVATION DISTRICT



SIGNATURE

NEAL A. WEISENBERGER

PRINT NAME AND TITLE

9/23/2020

Date

ATTEST:



Secretary

(SIGNED IN COUNTERPART)

4. No transfer of property tax increments from properties within a community redevelopment project, which are legally committed to a Community Redevelopment Agency, shall be made during the period that such tax increment is legally committed for repayment of the redevelopment project costs.

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The foregoing resolution was adopted by the Board of Supervisors of the County of Los Angeles, the Board of Directors of County Sanitation District No. 14 of Los Angeles County, and the governing bodies of Antelope Valley Cemetery District, Antelope Valley Resource Conservation District, City of Palmdale, Antelope Valley - East Kern Water Agency, and Antelope Valley Mosquito & Vector Control District, signatory hereto.

CITY OF PALMDALE

  
\_\_\_\_\_  
SIGNATURE

Steven D. Hofbauer, Mayor  
\_\_\_\_\_  
PRINT NAME AND TITLE

ATTEST:

Rochelle Scott, SCC  
\_\_\_\_\_  
Secretary

August 15, 2022  
\_\_\_\_\_  
Date

(SIGNED IN COUNTERPART)

4. No transfer of property tax increments from properties within a community redevelopment project, which are legally committed to a Community Redevelopment Agency, shall be made during the period that such tax increment is legally committed for repayment of the redevelopment project costs.

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.

The foregoing resolution was adopted by the Board of Supervisors of the County of Los Angeles, the Board of Directors of County Sanitation District No. 14 of Los Angeles County, and the governing bodies of Antelope Valley Cemetery District, Antelope Valley Resource Conservation District, City of Palmdale, Antelope Valley - East Kern Water Agency, and Antelope Valley Mosquito & Vector Control District, signatory hereto.

ANTELOPE VALLEY - EAST KERN  
WATER AGENCY

SORSABAL  
SIGNATURE

SHELLEY SORSABAL  
PRINT NAME AND TITLE

President of  
The Board  
of Directors

ATTEST:

C. Kelly G. G. G. G. G.  
Secretary  
8-25-20  
R-20-14

8-25-20  
Date



(SIGNED IN COUNTERPART)



4. No transfer of property tax increments from properties within a community redevelopment project, which are legally committed to a Community Redevelopment Agency, shall be made during the period that such tax increment is legally committed for repayment of the redevelopment project costs.

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The foregoing resolution was adopted by the Board of Supervisors of the County of Los Angeles, the Board of Directors of County Sanitation District No. 14 of Los Angeles County, and the governing bodies of Antelope Valley Cemetery District, Antelope Valley Resource Conservation District, City of Palmdale, Antelope Valley - East Kern Water Agency, and Antelope Valley Mosquito & Vector Control District, signatory hereto.

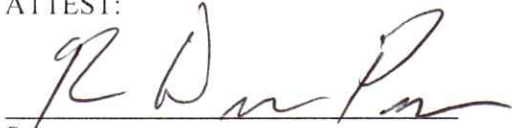
ANTELOPE VALLEY MOSQUITO &  
VECTOR CONTROL DISTRICT

  
\_\_\_\_\_  
SIGNATURE

Cei D. Kratz District Manager  
\_\_\_\_\_  
PRINT NAME AND TITLE

8/19/2020  
\_\_\_\_\_  
Date

ATTEST:

  
\_\_\_\_\_  
Secretary

(SIGNED IN COUNTERPART)

ANNEXATION TO: CO. SANITATION DIST. NO 14 DEBT S.  
ACCOUNT NUMBER: 066.45  
TRA: 03456  
EFFECTIVE DATE: 07/01/2020  
ANNEXATION NUMBER: 433 PROJECT NAME: A 14-433  
DISTRICT SHARE: 0.006164814

ACCOUNT #	TAXING AGENCY	CURRENT TAX SHARE	PERCENT	PROPOSED DIST. SHARE	ALLOCATED SHARE	ADJUSTMENTS	NET SHARE
061.05	LOS ANGELES COUNTY GENERAL	0.260430282	26.0441 %	0.006164814	0.001605511	0.001652940	0.258777342
061.20	L.A. COUNTY ACCOM CAP OUTLAY	0.000125671	0.0125 %	0.006164814	0.000000074	0.000000000	0.000125671
007.39	CONSOL. FIPE PRO. DIST. OF L.A. CO.	0.186335691	18.4335 %	0.006164814	0.001136395	0.001136395	0.183199296
007.31	L A C FIRE FFW	0.007568010	0.7568 %	0.006164814	0.000046659	0.000000000	0.007568010
053.38	ANTELOPE VY CEMETERY DISTRICT	0.001925134	0.1925 %	0.006164814	0.000009362	0.000009362	0.001515732
061.05	ANTELOPE VY MOSQ & VECTOR CONTR	0.001915470	0.1915 %	0.006164814	0.000011869	-0.000011869	0.001903762
068.05	ANTELOPE VY RESOURCE CONSERV DIST	0.001641558	0.1641 %	0.006164814	0.000000421	0.000000421	0.00164137
225.01	CITY PALMDALE TD #1	0.066294047	6.6294 %	0.006164814	0.000408000	0.000408000	0.065886097
300.10	ANTELOPE VY -EAST KERN WATER AGY	0.021116811	2.1116 %	0.006164814	0.000130181	0.000130181	0.020986630
400.00	EDUCATIONAL REV AUGMENTATION PD	0.057855713	5.7855 %	0.006164814	0.000356660	EXEMPT	0.057855713
400.01	EDUCATIONAL AUG FD JPMOUND	0.128757180	12.8757 %	0.006164814	0.000793764	EXEMPT	0.128757180
400.15	COUNTY SCHOOL SERVICES	0.001558350	0.1558 %	0.006164814	0.000009610	EXEMPT	0.001558350
400.21	CHILDREN'S INSTTL. TUITION FUND	0.003093883	0.3093 %	0.006164814	0.000019073	EXEMPT	0.003093883
464.01	EASTSIDE UNION SCHOOL DISTRICT	0.061157941	6.1157 %	0.006164814	0.000377027	EXEMPT	0.061157941
464.06	CO. SCH. SERV. FD. - EASTSIDE UNION	0.011715875	1.1715 %	0.006164814	0.000072326	EXEMPT	0.011715875
464.07	REV CTR HUDED MINOR EASTSIDE UN	0.000928643	0.0928 %	0.006164814	0.000005724	EXEMPT	0.000928643
717.02	ANTELOPE VALLEY UNION HIGH SCH.	0.107594712	10.7594 %	0.006164814	0.000663301	EXEMPT	0.107594712
717.06	CO. SCH. SERV. FD. ANTELOPE VALLEY	0.000395404	0.0395 %	0.006164814	0.000000437	EXEMPT	0.000395404
717.07	ANTELOPE VY UN. HL. -ELEM SCH. FD.	0.003712745	3.7712 %	0.006164814	0.000324964	EXEMPT	0.0032712745

ANNEXATION NUMBER: 433

PROJECT NAME: A-14-433

TRA: 03456

ACCOUNT #	TAXING AGENCY	CURRENT TAX SHARE	PERCENT	PROPOSED DIST. SHARE	ALLOCATED SHARE	ADJUSTMENTS	NET SHARE
792.04	ANTHROPOLIS VY. JT. COMMUNITY VILL.	0.000876120	2.9874 %	0.000164814	0.000184181	EXEMPT	0.000876180
***666.45	CO.SANITATION DIST.NO 14 DEBT S.	0.000000000	0.0000 %	0.000164814	0.000000000	0.000000000	0.000164814
	TOTAL:	0.000876120	100.0000 %		0.000184181	-0.000164814	0.000876180



JOINT RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES ACTING IN BEHALF OF

Los Angeles County General Fund

Los Angeles County Library

Los Angeles County Road District #5

Los Angeles County Consolidated Fire Protection District

THE BOARD OF DIRECTORS OF COUNTY SANITATION DISTRICT NO. 14 OF LOS ANGELES COUNTY, AND THE GOVERNING BODIES OF

Antelope Valley Cemetery District

Antelope Valley Resource Conservation District

Antelope Valley - East Kern Water Agency

APPROVING AND ACCEPTING NEGOTIATED EXCHANGE OF PROPERTY TAX REVENUES RESULTING FROM ANNEXATION TO COUNTY SANITATION DISTRICT NO. 14

**"ANNEXATION NO. 434"**

**WHEREAS**, pursuant to Section 99 and 99.01 of the Revenue and Taxation Code, prior to the effective date of any jurisdictional change which will result in a special district providing a new service, the governing bodies of all local agencies that receive an apportionment of the property tax from the area must determine the amount of property tax revenues from the annual tax increment to be exchanged between the affected agencies and approve and accept the negotiated exchange of property tax revenues by resolution; and

**WHEREAS**, the governing bodies of the agencies signatory hereto have made determinations of the amount of property tax revenues from the annual tax increments to be exchanged as a result of the annexation to County Sanitation District No. 14 entitled *Annexation No. 434*;

**NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:**

1. The negotiated exchange of property tax revenues resulting from the annexation of territory to County Sanitation District No. 14 in the annexation entitled *Annexation No. 434* is approved and accepted.

2. For each fiscal year commencing on July 1, 2021, or after the effective date of this jurisdictional change, whichever is later, the County Auditor shall transfer to County Sanitation District No. 14 a total of 0.3193599 percent of the annual tax increment attributable to the land area encompassed within *Annexation No. 434* as shown on the attached Worksheet.

3. No additional transfer of property tax revenues shall be made from any other tax agencies to County Sanitation District No. 14 as a result of annexation entitled *Annexation No. 434*.

4. No transfer of property tax increments from properties within a community redevelopment project, which are legally committed to a Community Redevelopment Agency, shall be made during the

4. No transfer of property tax increments from properties within a community redevelopment project, which are legally committed to a Community Redevelopment Agency, shall be made during the period that such tax increment is legally committed for repayment of the redevelopment project costs.

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.

The foregoing resolution was on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, adopted by the Board of Supervisors of the County of Los Angeles and ex officio the governing body of all other special assessment and taxing districts, agencies and authorities for which said Board so acts.

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

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

APPROVED AS TO FORM:

DAWYN R. HARRISON  
Interim County Counsel

By   
Michael S. Buennagel  
Senior Deputy County Counsel

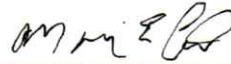
(SIGNED IN COUNTERPART)

4. No transfer of property tax increments from properties within a community redevelopment project, which are legally committed to a Community Redevelopment Agency, shall be made during the period that such tax increment is legally committed for repayment of the redevelopment project costs.

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.

The foregoing resolution was adopted by the Board of Supervisors of the County of Los Angeles, the Board of Directors of County Sanitation District No. 14 of Los Angeles County, and the governing bodies of Antelope Valley Cemetery District, Antelope Valley Resource Conservation District, and Antelope Valley - East Kern Water Agency, signatory hereto.

COUNTY SANITATION DISTRICT NO. 14  
OF LOS ANGELES COUNTY



Chairperson, Board of Directors

ATTEST:



Secretary

February 10, 2022

Date

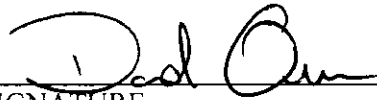
(SIGNED IN COUNTERPART)

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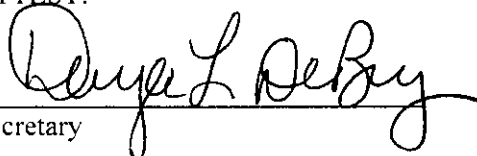
The foregoing resolution was adopted by the Board of Supervisors of the County of Los Angeles, the Board of Directors of County Sanitation District No. 14 of Los Angeles County, and the governing bodies of Antelope Valley Cemetery District, Antelope Valley Resource Conservation District, and Antelope Valley - East Kern Water Agency, signatory hereto.

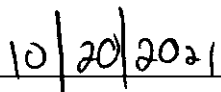
ANTELOPE VALLEY CEMETERY  
DISTRICT

  
SIGNATURE

  
PRINT NAME AND TITLE

ATTEST:

  
Secretary

  
Date

(SIGNED IN COUNTERPART)

4. No transfer of property tax increments from properties within a community redevelopment project, which are legally committed to a Community Redevelopment Agency, shall be made during the period that such tax increment is legally committed for repayment of the redevelopment project costs.

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The foregoing resolution was adopted by the Board of Supervisors of the County of Los Angeles, the Board of Directors of County Sanitation District No. 14 of Los Angeles County, and the governing bodies of Antelope Valley Cemetery District, Antelope Valley Resource Conservation District, and Antelope Valley - East Kern Water Agency, signatory hereto.

ANTELOPE VALLEY RESOURCE  
CONSERVATION DISTRICT



SIGNATURE

Neal Weisenberger, President

PRINT NAME AND TITLE

10/13/2021

Date

ATTEST:

  
Secretary

(SIGNED IN COUNTERPART)

4. No transfer of property tax increments from properties within a community redevelopment project, which are legally committed to a Community Redevelopment Agency, shall be made during the period that such tax increment is legally committed for repayment of the redevelopment project costs.

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The foregoing resolution was adopted by the Board of Supervisors of the County of Los Angeles, the Board of Directors of County Sanitation District No. 14 of Los Angeles County, and the governing bodies of Antelope Valley Cemetery District, Antelope Valley Resource Conservation District, and Antelope Valley - East Kern Water Agency, signatory hereto.


ANTELOPE VALLEY - EAST KERN  
WATER AGENCY

  
SIGNATURE

Keith Dyas, Board President  
PRINT NAME AND TITLE

10/12/21  
Date

ATTEST:

  
Secretary  
R-21-13 10-12-21



(SIGNED IN COUNTERPART)

ANNEXATION TO: CO. SANITATION DIST. NO 14 DEBT S.  
ACCOUNT NUMBER: 066.45  
TRA: 06610  
EFFECTIVE DATE: 07/01/2021  
ANNEXATION NUMBER: 434  
PROJECT NAME: A-14-434  
DISTRICT SHARE: 0.006166499

ACCOUNT #	TAXING AGENCY	CURRENT TAX SHARE	PERCENT	PROPOSED DIST. SHARE	ALLOCATED SHARE	ADJUSTMENTS	NET SHARE
001.05	LCS ANGELES COUNTY GENERAL	0.2612981970	26.1992 %	0.006166499	0.001615523	0.001653491	0.260328479
001.00	L.A. COUNTY ACCUM CAP OUTLAY	0.000139913	0.0139 %	0.006166499	0.000000662	0.000000000	0.000139913
003.01	L A COUNTY LIBRARY	0.029979979	2.9979 %	0.006166499	0.000184871	-0.000184871	0.029795108
005.25	ROAD DIST # 5	0.007715804	0.7715 %	0.006166499	0.000047579	-0.000047579	0.007668225
007.30	CONSOL. FIRE PRO.DIST.OF L.A.CO.	0.185810671	18.5810 %	0.006166499	0.001145801	-0.001145801	0.184664870
007.31	L A C FIRE-FFW	0.006017675	0.6017 %	0.006166499	0.000027107	0.000000000	0.006017675
063.30	ANTELOPE VY CEMETERY DISTRICT	0.001724310	0.1724 %	0.006166499	0.000010632	0.000010632	0.001713678
068.05	ANTELOPE VY RESOURCE CONSERV DIST	0.001159436	0.1159 %	0.006166499	0.000007149	-0.000007149	0.001152287
300.10	ANTELOPE VY.-FAST KERN WATER AGY	0.023506081	2.3506 %	0.006166499	0.000144950	-0.000144950	0.023361131
400.00	EDUCATIONAL REV AUGMENTATION FD	0.046471074	4.6471 %	0.006166499	0.000286563	EXEMPT	0.046471074
400.01	EDUCATIONAL AUG FD IMPOUND	0.128424483	12.8424 %	0.006166499	0.000791929	EXEMPT	0.128424483
400.15	COUNTY SCHOOL SERVICES	0.001735301	0.1735 %	0.006166499	0.000010700	EXEMPT	0.001735301
400.31	CHILDREN'S INSTILL TUITION FUND	0.003443966	0.3443 %	0.006166499	0.000021237	EXEMPT	0.003443966
689.01	WESTSIDE UNION SCHOOL DISTRICT	0.078544296	7.8544 %	0.006166499	0.000484343	EXEMPT	0.078544296
689.06	CO.SCH.SERV.FD. WESTSIDE UNION	0.010146883	1.0146 %	0.006166499	0.000062570	EXEMPT	0.010146883
689.07	DEV CTR HCCPD MINOR WESTSIDE UN	0.001056161	0.1056 %	0.006166499	0.00006517	EXEMPT	0.001056161
717.02	ANTELOPE VALLEY UNION HIGH SCH.	0.119768497	11.9768 %	0.006166499	0.000738552	EXEMPT	0.119768497
717.06	CO.SCH.SERV.FD. ANTELOPE VALLEY	0.000440095	0.0440 %	0.006166499	0.000002713	EXEMPT	0.000440095
717.07	ANTELOPE VY UN.HI.-ELEM SCH FD.	0.058676905	5.8676 %	0.006166499	0.000361831	EXEMPT	0.058676905

ANNEXATION NUMBER: 434

PROJECT NAME: A 14 434

TRA: 09610

ACCOUNT #	TAXING AGENCY	CURRENT TAX SHARE	PERCENT	PROPOSED DIST SHARE	ALLOCATED SHARE	ADJUSTMENTS	NET SHARE
792.04	ANTELOPE VY.JT. COMMUNITY COLL.	0.033256500	3.3256 %	0.006166499	0.000295076	EXEMPT	0.033256500
***056.45	CO.SANITATION DIST.NO 14 DEPT S.	0.000000000	0.0000 %	0.006166499	0.000000000	0.000000000	0.003194473
TOTAL:		1.063000000	100.0000 %		0.006166499	-0.003194473	1.060000000



**JOINT RESOLUTION OF  
THE BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES AND  
THE BOARD OF DIRECTORS OF COUNTY SANITATION DISTRICT NO. 20  
OF LOS ANGELES COUNTY  
APPROVING ZERO PROPERTY TAX REVENUE EXCHANGE  
RESULTING FROM ANNEXATION NO. 102  
TO COUNTY SANITATION DISTRICT NO. 20**

**WHEREAS**, pursuant to Section 99 and 99.01 of the Revenue and Taxation Code, prior to the effective date of any jurisdictional change, the governing bodies of all local agencies whose service area or service responsibilities would be altered by such change must determine the amount of property tax revenues to be exchanged between the affected agencies and approve and accept the negotiated exchange of property tax revenues by resolution; and

**WHEREAS**, the governing bodies of the agencies signatory hereto consent to zero property tax revenue exchange as a result of the annexation to County Sanitation District No. 20 of Los Angeles County entitled *Annexation No. 102*;

**NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:**


1. The property tax revenue exchange resulting from the annexation of territory to County Sanitation District No. 20 of Los Angeles County in the annexation entitled *Annexation No. 102* is approved.
2. No additional transfer of property tax revenue shall be made from any other taxing agencies as a result of this annexation.

The foregoing resolution was adopted by the Board of Directors of County Sanitation District No. 20 of Los Angeles County, signatory hereto.

COUNTY SANITATION DISTRICT NO. 20  
OF LOS ANGELES COUNTY

  
\_\_\_\_\_  
Chairperson, Board of Directors

ATTEST:

  
\_\_\_\_\_  
Secretary

January 13, 2022  
\_\_\_\_\_  
Date

**(SIGNED IN COUNTERPART)**

**JOINT RESOLUTION OF  
THE BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES AND  
THE BOARD OF DIRECTORS OF COUNTY SANITATION DISTRICT NO. 20  
OF LOS ANGELES COUNTY  
APPROVING ZERO PROPERTY TAX REVENUE EXCHANGE  
RESULTING FROM ANNEXATION NO. 102  
TO COUNTY SANITATION DISTRICT NO. 20**

**WHEREAS**, pursuant to Section 99 and 99.01 of the Revenue and Taxation Code, prior to the effective date of any jurisdictional change, the governing bodies of all local agencies whose service area or service responsibilities would be altered by such change must determine the amount of property tax revenues to be exchanged between the affected agencies and approve and accept the negotiated exchange of property tax revenues by resolution; and

**WHEREAS**, the governing bodies of the agencies signatory hereto consent to zero property tax revenue exchange as a result of the annexation to County Sanitation District No. 20 of Los Angeles County entitled *Annexation No. 102*;

**NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:**

1. The property tax revenue exchange resulting from the annexation of territory to County Sanitation District No. 20 of Los Angeles County in the annexation entitled *Annexation No. 102* is approved.
2. No additional transfer of property tax revenue shall be made from any other taxing agencies as a result of this annexation.

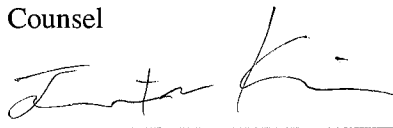
The foregoing resolution was on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, adopted by the Board of Supervisors of the County of Los Angeles and ex officio the governing body of all other special assessment and taxing districts, agencies and authorities for which said Board so acts.

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

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

APPROVED AS TO FORM:

DAWYN R. HARRISON  
Interim County Counsel

By P.P.   
Michael S. Buennagel, Senior Deputy County Counsel

**(SIGNED IN COUNTERPART)**

JOINT RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES  
ACTING IN BEHALF OF

Los Angeles County General Fund

Los Angeles County Library

Los Angeles County Road District #5

Los Angeles County Consolidated Fire Protection District

Los Angeles County Flood Control

THE BOARD OF DIRECTORS OF COUNTY SANITATION DISTRICT NO. 21 OF LOS ANGELES  
COUNTY, AND THE GOVERNING BODIES OF

Three Valleys Municipal Water District

APPROVING AND ACCEPTING NEGOTIATED EXCHANGE OF PROPERTY TAX REVENUES  
RESULTING FROM ANNEXATION TO COUNTY SANITATION DISTRICT NO. 21

**"ANNEXATION NO. 763"**

**WHEREAS**, pursuant to Section 99 and 99.01 of the Revenue and Taxation Code, prior to the effective date of any jurisdictional change which will result in a special district providing a new service, the governing bodies of all local agencies that receive an apportionment of the property tax from the area must determine the amount of property tax revenues from the annual tax increment to be exchanged between the affected agencies and approve and accept the negotiated exchange of property tax revenues by resolution; and

**WHEREAS**, the governing bodies of the agencies signatory hereto have made determinations of the amount of property tax revenues from the annual tax increments to be exchanged as a result of the annexation to County Sanitation District No. 21 entitled *Annexation No. 763*;

**NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:**

1. The negotiated exchange of property tax revenues resulting from the annexation of territory to County Sanitation District No. 21 in the annexation entitled *Annexation No. 763* is approved and accepted.

2. For each fiscal year commencing on July 1, 2021, or after the effective date of this jurisdictional change, whichever is later, the County Auditor shall transfer to County Sanitation District No. 21 a total of 0.3983081 percent of the annual tax increment attributable to the land area encompassed within *Annexation No. 763* as shown on the attached Worksheet.

3. No additional transfer of property tax revenues shall be made from any other tax agencies to County Sanitation District No. 21 as a result of annexation entitled *Annexation No. 763*.

4. No transfer of property tax increments from properties within a community redevelopment project, which are legally committed to a Community Redevelopment Agency, shall be made during the period that such tax increment is legally committed for repayment of the redevelopment project costs.

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.

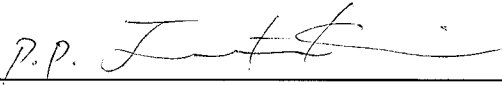
The foregoing resolution was on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, adopted by the Board of Supervisors of the County of Los Angeles and ex officio the governing body of all other special assessment and taxing districts, agencies and authorities for which said Board so acts.

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

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

APPROVED AS TO FORM:

DAWYN R. HARRISON  
Interim County Counsel

By   
Michael S. Buennagel  
Senior Deputy County Counsel

(SIGNED IN COUNTERPART)

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.

The foregoing resolution was adopted by the Board of Supervisors of the County of Los Angeles, the Board of Directors of County Sanitation District No. 21 of Los Angeles County, and the governing bodies of Three Valleys Municipal Water District, signatory hereto.

COUNTY SANITATION DISTRICT NO. 21  
OF LOS ANGELES COUNTY



Chairperson, Board of Directors

ATTEST:



Secretary

January 26, 2022

Date

(SIGNED IN COUNTERPART)

4. No transfer of property tax increments from properties within a community redevelopment project, which are legally committed to a Community Redevelopment Agency, shall be made during the period that such tax increment is legally committed for repayment of the redevelopment project costs.

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.

The foregoing resolution was adopted by the Board of Supervisors of the County of Los Angeles, the Board of Directors of County Sanitation District No. 21 of Los Angeles County, and the governing bodies of Three Valleys Municipal Water District, signatory hereto.

THREE VALLEYS MUNICIPAL WATER  
DISTRICT

  
SIGNATURE

Bob Kuhn, President  
PRINT NAME AND TITLE

October 20, 2021  
Date

ATTEST:

  
Secretary



(SIGNED IN COUNTERPART)

ANNEXATION TO: CO.SANITATION DIST.NO 21 DEBT S.  
ACCOUNT NUMBER: 066.80  
TRA: 02760  
EFFECTIVE DATE: 07/01/2021  
ANNEXATION NUMBER: 763 PROJECT NAME: A 21-763  
DISTRICT SHARE: 0.007433722

ACCOUNT #	TAXING AGENCY	CURRENT TAX SHARE	PERCENT	PROPOSED DIST. SHARE	ALLOCATED SHARE	ADJUSTMENTS	NET SHARE
001.05	LOS ANGELES COUNTY GENERAL	0.310991699	31.1001 %	0.007433722	0.002331833	-0.002365762	0.308625937
001.20	L.A. COUNTY ACCUM CAP OUTLAY	0.000112669	0.0212 %	0.007433722	0.000000037	0.000000000	0.000112669
003.01	L A COUNTY LIBRARY	0.023011376	2.3011 %	0.007433722	0.000171060	-0.000171060	0.022840316
005.25	ROAD DIST # 5	0.005767066	0.5767 %	0.007433722	0.000042870	-0.000042870	0.005724196
007.20	CONSOL. FIRE PRO.DIST.OF L.A.CO.	0.173231932	17.3231 %	0.007433722	0.001237753	-0.001287758	0.171944174
007.31	L A C FIRE FEW	0.007142122	0.7142 %	0.007433722	0.000003992	0.000000000	0.007142122
030.10	L.A.CO.FL.CON.DR.IMP.DIST.MAINT.	0.001702697	0.1702 %	0.007433722	0.000012657	-0.000012657	0.001690040
030.70	LA CO FLOOD CONTROL MAINT	0.0009635986	0.9635 %	0.007433722	0.000071631	-0.000071631	0.000891967
365.05	THREE VALLEY MWD ORIG AREA	0.004216396	0.4216 %	0.007433722	0.000031343	-0.000031343	0.004185053
400.00	EDUCATIONAL REV AUGMENTATION FD	0.064960336	6.4960 %	0.007433722	0.000482897	EXEMPT	0.064477439
400.01	EDUCATIONAL AUG FD IMPOUND	0.131877659	13.1877 %	0.007433722	0.000380341	EXEMPT	0.131497318
400.15	COUNTY SCHOOL SERVICES	0.001397266	0.1397 %	0.007433722	0.000010360	EXEMPT	0.001386906
400.21	CHILDREN'S INSTIL TUITION FUND	0.002773092	0.2773 %	0.007433722	0.000020614	EXEMPT	0.002752478
791.04	CITRUS COMMUNITY COLLEGE DIST	0.024534975	2.4524 %	0.007433722	0.000182311	EXEMPT	0.024352664
791.20	CHILDREN'S CTR FUND CITRUS C C	0.000639692	0.0639 %	0.007433722	0.000004755	EXEMPT	0.000634937
842.03	CLAREMONT UNIFIED SCHOOL DIST	0.223184385	22.3184 %	0.007433722	0.001703693	EXEMPT	0.221480692
842.06	CO.SCH.SERV.FD.- CLAREMONT	0.007954782	0.7954 %	0.007433722	0.000005133	EXEMPT	0.007949649
842.07	DEV.CTE.HDCPD.MINOR-CLAREMONT	0.000875879	0.0875 %	0.007433722	0.000006511	EXEMPT	0.000869368
***066.80	CO.SANITATION DIST.NO 21 DEBT S.	0.000000000	0.0000 %	0.007433722	0.000000000	0.000000000	0.000000000

APPENDIX NUMBER: 763

PROJECT NAME: A-21-76:

TPA: 02760

# FINGERPRINTING TAXING AGENCIES

XVI

REARMS YAT  
"CUREN"

## APPENDIX

PROPOSED  
LIST SHARE

ALLOCATED  
SHARE

ADJUSTMENTS NET SHARE

NET SHARE

TOTAL: 1,600,000 130,000 %

0.007433722

-0.003983091.

1.00000000



JOINT RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES ACTING IN BEHALF OF

Los Angeles County General Fund

Los Angeles County Library

Los Angeles County Consolidated Fire Protection District

Los Angeles County Flood Control

THE BOARD OF DIRECTORS OF COUNTY SANITATION DISTRICT NO. 21 OF LOS ANGELES COUNTY, AND THE GOVERNING BODIES OF

City of Walnut

Three Valleys Municipal Water District

Walnut Valley Water District

Walnut Valley Water District - Improvement District #5

APPROVING AND ACCEPTING NEGOTIATED EXCHANGE OF PROPERTY TAX REVENUES RESULTING FROM ANNEXATION TO COUNTY SANITATION DISTRICT NO. 21

**"ANNEXATION NO. 766"**

**WHEREAS**, pursuant to Section 99 and 99.01 of the Revenue and Taxation Code, prior to the effective date of any jurisdictional change which will result in a special district providing a new service, the governing bodies of all local agencies that receive an apportionment of the property tax from the area must determine the amount of property tax revenues from the annual tax increment to be exchanged between the affected agencies and approve and accept the negotiated exchange of property tax revenues by resolution; and

**WHEREAS**, the governing bodies of the agencies signatory hereto have made determinations of the amount of property tax revenues from the annual tax increments to be exchanged as a result of the annexation to County Sanitation District No. 21 entitled *Annexation No. 766*;

**NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:**

1. The negotiated exchange of property tax revenues resulting from the annexation of territory to County Sanitation District No. 21 in the annexation entitled *Annexation No. 766* is approved and accepted.

2. For each fiscal year commencing on July 1, 2021, or after the effective date of this jurisdictional change, whichever is later, the County Auditor shall transfer to County Sanitation District No. 21 a total of 0.4109569 percent of the annual tax increment attributable to the land area encompassed within *Annexation No. 766* as shown on the attached Worksheet.

3. No additional transfer of property tax revenues shall be made from any other tax agencies to County Sanitation District No. 21 as a result of annexation entitled *Annexation No. 766*.

4. No transfer of property tax increments from properties within a community redevelopment project, which are legally committed to a Community Redevelopment Agency, shall be made during the period that such tax increment is legally committed for repayment of the redevelopment project costs.

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.

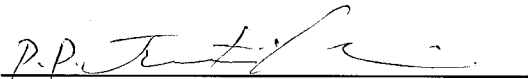
The foregoing resolution was on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, adopted by the Board of Supervisors of the County of Los Angeles and ex officio the governing body of all other special assessment and taxing districts, agencies and authorities for which said Board so acts.

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

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

APPROVED AS TO FORM:

DAWYN R. HARRISON  
Interim County Counsel

By   
Michael S. Buennagel  
Senior Deputy County Counsel

(SIGNED IN COUNTERPART)

4. No transfer of property tax increments from properties within a community redevelopment project, which are legally committed to a Community Redevelopment Agency, shall be made during the period that such tax increment is legally committed for repayment of the redevelopment project costs.

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.

The foregoing resolution was adopted by the Board of Supervisors of the County of Los Angeles, the Board of Directors of County Sanitation District No. 21 of Los Angeles County, and the governing bodies of City of Walnut, Three Valleys Municipal Water District, Walnut Valley Water District, and Walnut Valley Water District - Improvement District #5, signatory hereto.

COUNTY SANITATION DISTRICT NO. 21  
OF LOS ANGELES COUNTY



Chairperson, Board of Directors

ATTEST:



Secretary

January 26, 2022

Date

(SIGNED IN COUNTERPART)

4. No transfer of property tax increments from properties within a community redevelopment project, which are legally committed to a Community Redevelopment Agency, shall be made during the period that such tax increment is legally committed for repayment of the redevelopment project costs.

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.


The foregoing resolution was adopted by the Board of Supervisors of the County of Los Angeles, the Board of Directors of County Sanitation District No. 21 of Los Angeles County, and the governing bodies of City of Walnut, Three Valleys Municipal Water District, Walnut Valley Water District, and Walnut Valley Water District - Improvement District #5, signatory hereto.

CITY OF WALNUT

  
SIGNATURE

Eric Ching, Mayor  
PRINT NAME AND TITLE

ATTEST:

  
Secretary

10-13-21  
Date

(SIGNED IN COUNTERPART)

4. No transfer of property tax increments from properties within a community redevelopment project, which are legally committed to a Community Redevelopment Agency, shall be made during the period that such tax increment is legally committed for repayment of the redevelopment project costs.

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.

The foregoing resolution was adopted by the Board of Supervisors of the County of Los Angeles, the Board of Directors of County Sanitation District No. 21 of Los Angeles County, and the governing bodies of City of Walnut, Three Valleys Municipal Water District, Walnut Valley Water District, and Walnut Valley Water District - Improvement District #5, signatory hereto.

THREE VALLEYS MUNICIPAL WATER  
DISTRICT

SIGNATURE

Bob Kuhn, President  
PRINT NAME AND TITLE

October 22, 2021  
Date

ATTEST:

Secretary



(SIGNED IN COUNTERPART)

4. No transfer of property tax increments from properties within a community redevelopment project, which are legally committed to a Community Redevelopment Agency, shall be made during the period that such tax increment is legally committed for repayment of the redevelopment project costs.

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.


The foregoing resolution was adopted by the Board of Supervisors of the County of Los Angeles, the Board of Directors of County Sanitation District No. 21 of Los Angeles County, and the governing bodies of City of Walnut, Three Valleys Municipal Water District, Walnut Valley Water District, and Walnut Valley Water District - Improvement District #5, signatory hereto.

WALNUT VALLEY WATER DISTRICT

  
SIGNATURE

Scarlett Kwong, President  
PRINT NAME AND TITLE

ATTEST:

  
Secretary

10/29/2021  
Date

(SIGNED IN COUNTERPART)

4. No transfer of property tax increments from properties within a community redevelopment project, which are legally committed to a Community Redevelopment Agency, shall be made during the period that such tax increment is legally committed for repayment of the redevelopment project costs.

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.

The foregoing resolution was adopted by the Board of Supervisors of the County of Los Angeles, the Board of Directors of County Sanitation District No. 21 of Los Angeles County, and the governing bodies of City of Walnut, Three Valleys Municipal Water District, Walnut Valley Water District, and Walnut Valley Water District - Improvement District #5, signatory hereto.

WALNUT VALLEY WATER DISTRICT -  
IMPROVEMENT DISTRICT #5

  
SIGNATURE

Scarlett Kwong, President  
PRINT NAME AND TITLE

10/25/2021  
Date

ATTEST:

  
Secretary

(SIGNED IN COUNTERPART)

ANNEXATION TC: CO. SANITATION DIST. NO 21 DEET 3.  
 ACCOUNT NUMBER: 066.80  
 TRA: 12326  
 EFFECTIVE DATE: 07/01/2021  
 ANNEXATION NUMBER: 766  
 PROJECT NAME: A 21-766  
 DISTRICT SHARE: 0.007433722

ACCOUNT #	TAXING AGENCY	CURRENT TAX SHARE	PERCENT	PROPOSED DIST. SHARE	ADJUSTED SHARE	ADJUSTMENT	NET SHARE
001.05	LOS ANGELES COUNTY GENERAL	0.302849651	30.2866 %	0.007433722	0.002251399	0.002302796	0.300546855
001.20	L.A. COUNTY ACCUM CAP OUTLAY	0.000109393	0.0198 %	0.007433722	0.000000013	0.000000000	0.000109393
003.01	L A COUNTY LIBRARY	0.002178363	2.2178 %	0.007433722	0.000144857	-0.000144857	0.002033499
007.39	CONSOL. FIRE PRO.DIST.OF L.A.CO.	0.168222385	16.8222 %	0.007433722	0.001250518	-0.001250518	0.166971868
007.31	L A C FIRE-PFW	0.006816821	0.6816 %	0.007433722	0.000050673	0.000000000	0.006816821
030.15	L.A.CO. PUL. CON. DE. IMP. DIST. MAINT.	0.001626085	0.1626 %	0.007433722	0.000012087	-0.000012087	0.001613999
039.70	LA CO FLEET CONTROL MAINT	0.009202090	0.9202 %	0.007433722	0.000068405	-0.000068405	0.009133685
278.01	CITY-WALNUT IMPROV FFGT RE	0.034929368	3.4929 %	0.007433722	0.002279050	-0.000259655	0.024669713
365.05	THREE VALLEY MWD ORIG ARRA	0.004051638	0.4051 %	0.007433722	0.000030118	0.000030118	0.004021520
370.05	WALNUT VALLEY WATER DISTRICT	0.009717984	0.0717 %	0.007433722	0.000005337	0.000005337	0.009712647
370.09	WALNUT VALL. WT DIST IMP DIST # 5	0.002123641	0.2123 %	0.007433722	0.000015986	0.000015986	0.002107655
400.00	EDUCATIONAL REV AUGMENTATION FD	0.063475550	6.3475 %	0.007433722	0.000509028	EXEMPT	0.068475550
400.01	EDUCATIONAL AUG FD IMPOUND	0.147665865	14.7665 %	0.007433722	0.001097706	EXEMPT	0.147665865
400.15	COUNTY SCHOOL SERVICES	0.001356872	0.1356 %	0.007433722	0.000010086	EXEMPT	0.001356872
400.21	CHILDREN'S INSTIL TUITION FUND	0.002692874	0.2692 %	0.007433722	0.000020013	EXEMPT	0.002692874
809.04	MT. SAN ANTONIO COMMUNITY COLLEGE	0.029063144	2.9063 %	0.007433722	0.000216047	EXEMPT	0.029063144
809.20	MT SAN ANTONIO CHILDRENS CTR FD	0.000280516	0.0280 %	0.007433722	0.000002085	EXEMPT	0.000280516
980.03	WALNUT VALLEY UNIF. SCHOOL DIST.	0.189288903	18.9288 %	0.007433722	0.001407121	EXEMPT	0.189288901
980.06	CO. SCH. SERV. FD. WALNUT VALLEY	0.007522774	0.7522 %	0.007433722	0.000005923	EXEMPT	0.007522774



ANNEXATION NUMBER: 706

GRANTEE NAME: A-21-706

TRA: 12326

ACCOUNT #	TAXING AGENCY	CURRENT TAX SHARE	PERCENT	PROPOSED LIST SHARE	ALLOCATED SHARE	ADJUSTMENTS	NET SHARE
980.07	DEV. CTR. HICED. MINOR-WALNUT VY.	0.000826065	0.0826 %	0.007433722	0.000006140	EXEMPT	0.000826065
***966.30	CO. SANITATION DIST. NO 21 DIST. N.	0.000000000	0.0000 %	0.007433722	0.000000000	0.000000000	0.004109569
TOTAL:		0.000826065	0.0826 %		0.007433722	-0.004109569	0.000826065

JOINT RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES ACTING IN BEHALF OF

Los Angeles County General Fund

Los Angeles County Library

Los Angeles County Road District #5

Los Angeles County Consolidated Fire Protection District

Los Angeles County Flood Control

THE BOARD OF DIRECTORS OF SANTA CLARITA VALLEY SANITATION DISTRICT OF LOS ANGELES COUNTY, AND THE GOVERNING BODIES OF

Greater Los Angeles County Vector Control District

Antelope Valley Resource Conservation District

Santa Clarita Valley Water Agency

APPROVING AND ACCEPTING NEGOTIATED EXCHANGE OF PROPERTY TAX REVENUES RESULTING FROM ANNEXATION TO SANTA CLARITA VALLEY SANITATION DISTRICT

**"ANNEXATION NO. 1109"**

**WHEREAS**, pursuant to Section 99 and 99.01 of the Revenue and Taxation Code, prior to the effective date of any jurisdictional change which will result in a special district providing a new service, the governing bodies of all local agencies that receive an apportionment of the property tax from the area must determine the amount of property tax revenues from the annual tax increment to be exchanged between the affected agencies and approve and accept the negotiated exchange of property tax revenues by resolution; and

**WHEREAS**, the governing bodies of the agencies signatory hereto have made determinations of the amount of property tax revenues from the annual tax increments to be exchanged as a result of the annexation to Santa Clarita Valley Sanitation District entitled *Annexation No. 1109*;

**NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:**

1. The negotiated exchange of property tax revenues resulting from the annexation of territory to Santa Clarita Valley Sanitation District in the annexation entitled *Annexation No. 1109* is approved and accepted.

2. For each fiscal year commencing on July 1, 2021, or after the effective date of this jurisdictional change, whichever is later, the County Auditor shall transfer to Santa Clarita Valley Sanitation District a total of 0.9422549 percent of the annual tax increment attributable to the land area encompassed within *Annexation No. 1109* as shown on the attached Worksheet.

3. No additional transfer of property tax revenues shall be made from any other tax agencies to Santa Clarita Valley Sanitation District as a result of annexation entitled *Annexation No. 1109*.

4. No transfer of property tax increments from properties within a community redevelopment project, which are legally committed to a Community Redevelopment Agency, shall be made during the period that such tax increment is legally committed for repayment of the redevelopment project costs.

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.

The foregoing resolution was on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, adopted by the Board of Supervisors of the County of Los Angeles and ex officio the governing body of all other special assessment and taxing districts, agencies and authorities for which said Board so acts.

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

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

APPROVED AS TO FORM:

DAWYN R. HARRISON  
Interim County Counsel

By P. P. Tentz  
Michael S. Buennagel  
Senior Deputy County Counsel

(SIGNED IN COUNTERPART)

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The foregoing resolution was adopted by the Board of Supervisors of the County of Los Angeles, the Board of Directors of Santa Clarita Valley Sanitation District of Los Angeles County, and the governing bodies of Greater Los Angeles County Vector Control District, Antelope Valley Resource Conservation District, and Santa Clarita Valley Water Agency, signatory hereto.

SANTA CLARITA VALLEY SANITATION  
DISTRICT OF LOS ANGELES COUNTY

*Lauren West*

\_\_\_\_\_  
Chairperson, Board of Directors

ATTEST:

*Denise R. Springer*

\_\_\_\_\_  
Secretary

February 28, 2022

\_\_\_\_\_  
Date

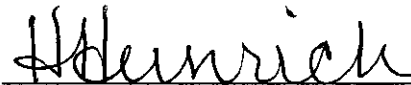
(SIGNED IN COUNTERPART)

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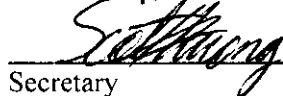
The foregoing resolution was adopted by the Board of Supervisors of the County of Los Angeles, the Board of Directors of Santa Clarita Valley Sanitation District of Los Angeles County, and the governing bodies of Greater Los Angeles County Vector Control District, Antelope Valley Resource Conservation District, and Santa Clarita Valley Water Agency, signatory hereto.

GREATER LOS ANGELES COUNTY  
VECTOR CONTROL DISTRICT



SIGNATURE

ATTEST: Yea - 36  
Nay - 0  
Absent - 1

  
Secretary

Heidi Heinrich, GLACVED President

PRINT NAME AND TITLE

October 14, 2021  
Date

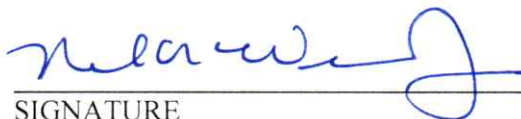
(SIGNED IN COUNTERPART)

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ANTELOPE VALLEY RESOURCE  
CONSERVATION DISTRICT

  
SIGNATURE

Neal Weisenberger, President  
PRINT NAME AND TITLE

10/13/2021  
Date

ATTEST:

  
Secretary

(SIGNED IN COUNTERPART)

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The foregoing resolution was adopted by the Board of Supervisors of the County of Los Angeles, the Board of Directors of Santa Clarita Valley Sanitation District of Los Angeles County, and the governing bodies of Greater Los Angeles County Vector Control District, Antelope Valley Resource Conservation District, and Santa Clarita Valley Water Agency, signatory hereto.

SANTA CLARITA VALLEY WATER  
AGENCY

  
SIGNATURE

Gary Martin, President  
PRINT NAME AND TITLE

ATTEST:

  
Secretary

November 2, 2021  
Date

(SIGNED IN COUNTERPART)



ANNEXATION TO: STA CLERTA VLY SANIT DIS OF LA CO  
 ACCOUNT NUMBER: 067.35  
 TRA: 10701  
 EFFECTIVE DATE: 07/01/2021  
 ANNEXATION NUMBER: 1109  
 PROJECT NAME: A-SWV-1000  
 DISTRICT SHARE: 0.017621364

ACCOUNT #	TAXING AGENCY	CURRENT TAX SHARE	PERCENT	PROPOSED DIST. SHARE	ALLOCATED SHARE	ADJUSTMENTS	NET SHARE
001.05	LOS ANGELES COUNTY GENERAL	0.138897545	12.8109 %	0.017621364	0.003374546	-0.003392983	0.184704662
001.20	L.A. COUNTY ACCUM CAP OUTLAY	0.069123116	0.0123 %	0.017621364	0.000092162	0.000090900	0.000123116
003.01	L A COUNTY LIBRARY	0.025665569	2.5664 %	0.017621364	0.0009453285	-0.000452285	0.025214584
005.25	ROAD DIST # 5	0.006789393	6.8736 %	0.017621364	0.000119567	-0.000119567	0.006669826
007.30	CONSOL. FIRE PRO.DIST.OF L.A.CO.	0.185810671	18.5810 %	0.017621364	0.003274237	-0.003274237	0.182536434
007.31	L A C FIRE FPW	0.004322519	0.4322 %	0.017621364	0.000076168	0.000090900	0.004322519
030.10	L.A.CO.FH.CONDR.JMP.DIST.MAINT.	0.001347099	0.1347 %	0.017621364	0.000034310	-0.000034310	0.001312789
030.20	LA CO FLUOR CONTROL MAINT	0.011519301	1.1019 %	0.017621364	0.000194175	0.000194175	0.010825126
061.80	GREATER L A CO VECTOR CONTROL	0.000322714	0.0322 %	0.017621364	0.000035686	0.000035686	0.000317928
068.05	ANTELOPE VY RESOURCE CONSER DIST	0.000000000	0.0000 %	0.017621364	0.000000000	0.000000000	0.000000000
302.01	SANTA CLARKITA VALLEY WATER-CLWA	0.061768645	6.1768 %	0.017621364	0.001088447	-0.001088447	0.060680198
309.01	SANTA CLARKITA VALLEY WATER-NCW	0.001421823	0.1321 %	0.017621364	0.000032922	-0.000032922	0.001298537
309.04	STA CLERTA VALLEY WTR-NCW01	0.047537013	4.7537 %	0.017621364	0.000847657	-0.000837667	0.046699346
400.00	EDUCATIONAL REV AUGMENTATION FD	0.078208979	7.8208 %	0.017621364	0.001378148	EXEMPT	0.078208979
400.01	EDUCATIONAL AUG FD IMPOUND	0.131877650	13.1877 %	0.017621364	0.002323864	EXEMPT	0.131877650
400.15	COUNTY SCHOOL SERVICES	0.001526050	0.1526 %	0.017621364	0.000026291	EXEMPT	0.001526050
400.21	CHILDREN'S INSTIL TUITION FUND	0.003028754	0.3028 %	0.017621364	0.000053376	EXEMPT	0.003028754
440.01	CASTAIC UNION SCHOOL DISTRICT	0.063786668	6.3786 %	0.017621364	0.001124007	EXEMPT	0.063786668
440.06	CO.SCH.SERV.FD. - CASTAIC UNION	0.012423667	1.2423 %	0.017621364	0.000218921	EXEMPT	0.012423667



ANNEXATION NUMBER:	1109	PROJECT NAME:	A-SCV-1109	TRA:	10701		
ACCOUNT #	TAXING AGENCY	CURRENT TAX SHARE	PERCENT	PROPOSED DIST SHARE	ALLOCATED SHARE	ADJUSTMENTS	NET SHARE
440.07	DEV.CTR. HCCFD-MINOR-CAPITALC	0.001088877	0.1038 %	0.017621364	0.000019187	EXEMPT	0.001088877
747.02	HART WILLIAM S UNION HIGH	0.087121221	8.7141 %	0.017621364	0.001535194	EXEMPT	0.087121221
757.06	CO.SCH.SERV.FED. - HART, WILLIAM S.	0.000653205	0.0363 %	0.017621364	0.000006406	EXEMPT	0.000653205
757.07	HART, WILLIAM S. - ELEM SCHROCK FUND	0.049846472	4.9840 %	0.017621364	0.000807771	EXEMPT	0.049846472
814.04	SANTA CLARITA COMMUNITY COLLEGE	0.040611744	4.0611 %	0.017621364	0.000705361	EXEMPT	0.040611744
***067.35	STA CIRTA VLT SANIT DIS OF LA (C)	0.000000000	0.0000 %	0.017621364	0.000000000	0.000000000	0.002422549
TOTAL:		0.090090909	100.0000 %		0.017621364	0.009422549	1.000000000

# BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

<b>CLUSTER AGENDA REVIEW DATE</b>	2/1/2023		
<b>BOARD MEETING DATE</b>	2/28/2023		
<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 checked="" type="checkbox"/> 3 <sup>rd</sup> <input type="checkbox"/> 4 <sup>th</sup> <input type="checkbox"/> 5 <sup>th</sup>		
<b>DEPARTMENT(S)</b>	Department of Beaches and Harbors (DBH)		
<b>SUBJECT</b>	Request Authority to Award As-Needed Temporary Personnel Services Master Agreements		
<b>PROGRAM</b>			
<b>AUTHORIZES DELEGATED AUTHORITY TO DEPT</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
<b>SOLE SOURCE CONTRACT</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why:		
<b>DEADLINES/ TIME CONSTRAINTS</b>	The Department anticipates the new services to commence March 1, 2023.		
<b>COST &amp; FUNDING</b>	Total cost: \$73,000	Funding source: DBH's Fiscal Year 2022-23 Final Adopted Budget	
	TERMS (if applicable):		
	Explanation:		
<b>PURPOSE OF REQUEST</b>	DBH is seeking to request approval to award and execute Master Agreements with four contractors to provide as-needed temporary personnel services to the Department of Beaches and Harbors.		
<b>BACKGROUND (include internal/external issues that may exist including any related motions)</b>	Approval of the As-Needed Temporary Personnel Services Master Agreements will enable the DBH to utilize as-needed temporary personnel on an intermittent basis, to assist the Department in meeting deadlines and short-term needs, to complete emergent tasks and special projects in a timely and cost-effective manner, and to provide coverage during extended leaves and emergencies.		
<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: Gary Jones, Director, (424) 526-7771, <a href="mailto:GJones@bh.lacounty.gov">GJones@bh.lacounty.gov</a> Amy Caves, Deputy Director, (424) 526-7773, <a href="mailto:ACaves@bh.lacounty.gov">ACaves@bh.lacounty.gov</a>		



Caring for Our Coast

♦ ♦ ♦  
**Gary Jones**  
Director

**Amy M. Caves**  
Chief Deputy Director

**Carol Baker**  
Deputy Director

February 28, 2023

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:

**REQUEST AUTHORITY TO AWARD AS-NEEDED TEMPORARY  
PERSONNEL SERVICES  
MASTER AGREEMENTS  
(SUPERVISORIAL DISTRICTS 2 AND 3)  
(3 VOTES)**

**SUBJECT**

This action is to request approval to award and execute Master Agreements with four contractors to provide as-needed temporary personnel services to the Department of Beaches and Harbors.

**IT IS RECOMMENDED THAT YOUR BOARD:**

1. Authorize the Director of Beaches and Harbors, or his designee, to award and execute As-Needed Temporary Personnel Services Master Agreements with four qualified contractors for an initial term of three years with four one-year optional renewal years at an annual aggregate amount of \$73,000 or \$562,100 for all executed Master Agreements over the potential total term of seven years, which is inclusive of an additional 10% annually for unforeseen services, but excludes any Cost of Living Adjustments.
2. Delegate authority to the Director of Beaches and Harbors, or his designee, to prepare and execute Master Agreements for four additional one-year renewal option years if, in his opinion, the contractors have effectively performed the services during the previous contract period and the services are still required.



3. Delegate authority to the Director of Beaches and Harbors, or his designee, to increase the aggregate amount of the Master Agreements by up to 10% in any year (including any renewal option period) for any additional or unforeseen services within the scope of these agreements and any applicable Cost of Living Adjustments.
4. Delegate authority to the Director of Beaches and Harbors, or his designee, to award and execute Master Agreements to i) add additional contractors as they become qualified throughout the term of the Master Agreements; ii) execute and amend individual Work Orders to incorporate changes as necessary; iii) execute amendments should a contracting entity merge, be acquired or change its entity; iv) add or delete services and categories to the Master Agreement as they become necessary; and v) suspend or terminate agreements if, in the opinion of the Director or his designee, it is in the best interest of the County of Los Angeles to do so.

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

Approval of the As-Needed Temporary Personnel Services Master Agreements (Master Agreements), in a form substantially similar to Attachment I, will enable the Department of Beaches and Harbors (Department) to continue to utilize as-needed temporary personnel on an intermittent basis, to assist the Department in meeting deadlines and short-term needs, to complete emergent tasks and special projects in a timely and cost-effective manner, and to provide coverage during extended leaves and emergencies.

The Master Agreement list (Attachment II) presently consists of four qualified contractors which will provide a broad spectrum of temporary personnel services. The requested temporary personnel services will be provided on an as-needed basis.

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

Approval of the As-Needed Temporary Personnel Services Master Agreements will promote and further Board-approved Strategic Plan Goal III, Realize Tomorrow's Government Today, Strategy III.3, Pursue Operational Effectiveness, Fiscal Responsibility and Accountability, by providing quality, timely and cost-effective temporary personnel services when required by the Department, particularly when vacancies are being experienced and during peak critical work periods and emergency situations.

#### **FISCAL IMPACT/FINANCING**

The annual compensation for the recommended agreements is \$73,000 in the aggregate for all firms currently on or that may be added to the Master Agreement list, subject to the Director's authority to increase such amount by 10% in any year, on an as-needed basis. If each of the four one-year optional renewal years is exercised, the aggregate amount for all executed Master Agreements over the potential total term of seven years would be

\$562,100, which is inclusive of an additional 10% annually for unforeseen services.

The Master Agreements are also subject to a possible Cost of Living Adjustment after the first three years of the Master Agreements and at the Director's sole discretion. Any COLA granted would be based upon an increase, if any, in the Consumer Price Index for the Los Angeles-Long Beach-Anaheim areas, not to exceed any general salary movement granted to County employees.

The Master Agreements do not guarantee any contractor a minimum amount of work, and costs will only be incurred as services are requested through Work Orders. Payment for work will be on an hourly basis and subject to the total maximum compensation specified in each individual Work Order.

There is sufficient appropriation in the Department's Fiscal Year 2022-23 Final Adopted Budget to fund the cost of these services and for any additional or unforeseen services.

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

**The County is authorized under California Government Code section 31000.4 to obtain temporary assistance during any peak load, temporary absence, or emergency other than a labor dispute. Use of temporary personnel under this Government Code section is limited to a period not to exceed 90 days for any single peak load, temporary absence or emergency situation. Temporary personnel utilized by the Department will not exceed 90 days or 720 cumulative hours for a given assignment, whichever comes first.**

The term of the recommended Master Agreements is three years, with four one-year optional years. The Master Agreements will commence upon execution by the Department's Director or his designee and will expire on February 28, 2026 unless sooner extended or terminated.

The Master Agreements contain the County's standard provisions regarding contractor obligations and comply with all Board, Chief Executive Office (CEO) and County Counsel requirements.

The Department has evaluated and determined that the Living Wage Program (County Code Chapter 2.201) does not apply to the Master Agreements, as services are provided on an as-needed and intermittent basis.

As the services under the Master Agreements will be performed on an as-needed and intermittent basis, the Department has determined, and the CEO's Risk Management Branch concurs, that the Master Agreement contractors need only provide proof of required insurance prior to the commencement of any requested services. The insurance coverage, indemnification and liability provisions included in the Master Agreements have

been approved by the CEO's Risk Management Branch.

The terms and conditions of the Master Agreements have been approved as to form by County Counsel.

### **CONTRACTING PROCESS**

On September 29, 2022, the Department issued a Request for Statement of Qualifications (RFSQ) seeking qualified contractors to provide temporary personnel services on an as needed and intermittent basis. The RFSQ was advertised in seven local community newspapers: Santa Monica Daily Press, Daily Breeze, Antelope Valley Press, Los Angeles Daily News, Argonaut, Nuestra Comunidad and the Los Angeles Sentinel. A notice was also posted on the County's "Doing Business with the County" Internet site, as well as the Department's Internet site, where the full document was available for download.

Vendors responding to the RFSQ were required to demonstrate a minimum of five years of experience providing temporary personnel services in the areas of clerical, accounting, information technology, marketing and personnel services.

As a result of the RFSQ, four contractors submitted Statement of Qualifications (SOQ), and all have been deemed qualified contractors and will be placed on the Master Agreement list. One of the four contractors is the Department's current contractor.

After Board approval, Master Agreements will be executed by the Director with each individual contractor. Any work issued will be assigned on a rotational basis, based on the contractor's qualifications to provide the required job classification along with the lowest cost for the job classification. Payment for work will be on an hourly basis and subject to the total maximum compensation specified in each individual Work Order.

The RFSQ is open continuously and new contractors meeting the minimum qualifications of the RFSQ will be allowed to submit SOQs to qualify for inclusion on the Master Agreement list throughout the term of the Master Agreements and the optional years, if exercised.

On final analysis and consideration of award, the proposed Master Agreement selections were made without regard to gender, race, creed or color.

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

There is no negative impact on current services or projects. The Department currently contracts for temporary personnel services through the private sector. Approval of the Master Agreements will allow the Department to continue this practice.

**CONCLUSION**

Please authorize the Executive Officer of the Board to send an adopted copy of the Board letter to the Department of Beaches and Harbors, Administrative Services Division.

Respectfully submitted,

Gary Jones  
Director

GJ:NT:av

Attachments (2)

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

**SAMPLE MASTER AGREEMENT**



**MASTER AGREEMENT**

**BY AND BETWEEN**

**COUNTY OF LOS ANGELES**

**DEPARTMENT OF BEACHES AND HARBORS**

**AND**

**(CONTRACTOR)**

**FOR**

**TEMPORARY PERSONNEL SERVICES**



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**Sample Master Agreement**

**MASTER AGREEMENT BETWEEN  
COUNTY OF LOS ANGELES,  
DEPARTMENT OF BEACHES AND HARBORS  
AND  
\_\_\_\_\_  
FOR  
TEMPORARY PERSONNEL SERVICES**

This Master Agreement and Exhibits made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2023 by and between the County of Los Angeles, Department of Beaches and Harbors hereinafter referred to as County and \_\_\_\_\_, hereinafter referred to as Contractor, to provide As-Needed Temporary Personnel Services.

**RECITALS**

WHEREAS, the County may contract with private businesses for As-Needed Temporary Personnel Services when certain requirements are met; and

WHEREAS, the Contractor is a private firm specializing in providing Temporary Personnel Services; and

WHEREAS, this Master Agreement is therefore authorized under California Codes, Government Code Section 31000 which authorizes the Board of Supervisors to contract for special services; and

WHEREAS, the Board of Supervisors has authorized the Director of the Department of Beaches and Harbors or designee to execute and administer this Master Agreement; and

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

## **1.0 APPLICABLE DOCUMENTS**

Exhibits A, B, C, D, E, F, G, H, I, and J are attached to and form a part of this Master Agreement. 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 Master Agreement and the Exhibits, or between Exhibits, such conflict or inconsistency will be resolved by giving precedence first to the Master Agreement and then to the Exhibits according to the following priority:

### **Standard Exhibits:**

Exhibit A	County's Administration
Exhibit B	Contractor's Administration
Exhibit C	Safely Surrendered Baby Law
Exhibit D	Sample Work Order
Exhibit E1	COVID-19 Vaccination Certification of Compliance
Exhibit E2	Certification of Employee Status
Exhibit E3	Certification of No Conflict of Interest
Exhibit E4	Contractor Employee Acknowledgement and Confidentiality Agreement
Exhibit E5	Contractor Non-Employee Acknowledgement and Confidentiality Agreement
Exhibit F	Statement of Work
Exhibit G	Personnel Specifications
Exhibit H	Department Site Locations
Exhibit I	Professional Appearance in the Workplace Policy
Exhibit J	Job Classifications Checklist

This Master Agreement and the Exhibits hereto constitute the complete and exclusive statement of understanding between the parties, and supersedes all previous Master Agreements, written and oral, and all communications between the parties relating to the subject matter of this Master Agreement. No change to this Master Agreement will be valid unless prepared pursuant to Section 8.1 (Amendments) and signed by both parties.

## **2.0 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 will be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

- 2.1 Board, Board of Supervisors:** The Board of Supervisors of Los Angeles County.
- 2.2 Chief Deputy:** The Chief Deputy of the Department.
- 2.3 Contract Administrator (CA):** The Chief of the Administrative Services Division of the Department or authorized designee.
- 2.4 Contractor(s):** The sole proprietor, partnership, corporation or other person or entity that has entered into this Contract with the County.
- 2.5 Contractor's Representative:** The person designated by the Contractor to represent the Contractor in matters related to performance of the Contract.
- 2.6 County:** The County of Los Angeles.
- 2.7 Department:** The Los Angeles County Department of Beaches and Harbors.
- 2.8 Director:** Director of the Department of Beaches and Harbors.
- 2.9 Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.
- 2.10 Hourly Billable Rate:** Hourly billable rates of compensation set forth in Contractor's submitted Exhibit 10 (Personnel Specifications Pricing Sheet) for Contractor's personnel of which each such rate includes all direct and indirect costs, overhead, and administrative expenses attributable to each personnel hour worked.
- 2.11 Master Agreement:** County's standard agreement executed between County and individual Contractors. It sets forth the terms and conditions for the issuance and performance of, and otherwise governs, subsequent Work Orders.
- 2.12 Qualified Contractor:** A Contractor who has submitted a Statement of Qualifications (SOQ) in response to County's Request for Statement of Qualifications (RFSQ); has met the minimum qualifications listed in the RFSQ and is in compliance with the terms and conditions of this Master Agreement at the time of an issued Work Order.
- 2.13 Request for Statement of Qualifications (RFSQ):** A solicitation based on establishing a pool of Qualified Vendors to provide services through Master Agreements.
- 2.14 Statement of Qualifications (SOQ):** A Contractor's response to an RFSQ.
- 2.15 Statement of Work:** A written description of tasks and/or deliverables desired by County for a specific Work Order.

- 2.16 Subcontractor:** A person, partnership, company, corporation, or other organization furnishing supplies or services of any nature, equipment, or materials to the Contractor(s), at any tier, under oral or written agreement.
- 2.17 Work Order:** A subordinate agreement executed wholly within and subject to the provisions of this Master Agreement, for the performance of tasks and/or provision of deliverables as described in a specification or a Statement of Work. Each Work Order will be issued on a rotational basis. No work will be performed by Contractors except in accordance with validly executed Work Orders.

### **3.0 WORK**

- 3.1** Pursuant to the provisions of this Master Agreement, the Contractor must fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth herein.
- 3.2** Work Orders will generally conform to Exhibit D (Sample Work Order), on a fixed Hourly Billable Rate in accordance with Exhibit G (Personnel Specifications). Work Orders will be rotated between Qualified Contractors qualified in accordance with Exhibit J (Job Classifications Checklist). Payment for all work will be on a fixed Hourly Billable Rate and subject to the total maximum days/hours specified on each individual Work Order which will not exceed 90 days or 720 working hours.
- 3.3** If Contractor provides any task, deliverable, service, or other work to County that utilizes other than approved Contractor Personnel, and/or that goes beyond the Work Order expiration date, and/or that exceeds the Total Maximum Amount as specified in the Work Order as originally written or modified in accordance with Section 8.1 (Amendments), these will be gratuitous efforts on the part of Contractor for which Contractor will have no claim whatsoever against County.
- 3.4** County procedures for issuing and executing Work Orders are as set forth in Exhibit F (Statement of Work) Section 8.0, Work Order of this Master Agreement.
- 3.5** County estimates that selection of any Contractor will occur within seven (7) business days of completion of the evaluations of the particular Work Order bids. Following selection, all Contractors selected must be available to meet with County on the starting date specified in the Work Order. Inability of Contractor to comply with such commencement date may be cause for disqualification of Contractor from the particular Work Order as determined in the sole discretion of the Department's Contract Administrator or authorized designee.



- 3.6** In the event Contractor defaults three times under Section 3.6 within a given County fiscal year, then County may terminate this Master Agreement pursuant to Section 8.42 (Termination for Default).
- 3.7** County reserves the right to match potential projects and needs to firms based on performance, scheduling, workload distribution, community familiarity, past project performance and other factors, in the County's sole discretion, on a case-by-case basis.

#### **4.0 TERM OF MASTER AGREEMENT**

- 4.1** This Master Agreement is effective upon the date of its execution by the Director of the Department of Beaches and Harbors or his/her designee as authorized by the Board of Supervisors. This Master Agreement will expire on February 28, 2026 unless sooner extended or terminated, in whole or in part, as provided herein.
- 4.2** The County will have the sole option to extend the Master Agreement term for up to four additional one-year periods, for a maximum total Master Agreement term of seven years. Each such option and extension will be exercised at the sole discretion of the Director of the Department of Beaches and Harbors or his/her designee as authorized by the Board of Supervisors.

The County maintains a database that track/monitor contractor performance history. Information entered into the database may be used for a variety of purposes, including determining whether the County will exercise a Master Agreement term extension option.
- 4.3** Contractor must notify the Department when this Master Agreement is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, Contractor must send written notification to the Department of Beaches and Harbors at the address herein provided in Exhibit A (County's Administration).

#### **5.0 CONTRACT SUM**

##### **5.1 Total Contract Sum**

Contractor will not be entitled to any payment by County under this Master Agreement except pursuant to validly executed and satisfactorily performed Work Orders. In each year of this Master Agreement, the total of all amounts actually expended by County hereunder ("maximum annual expenditures") may not exceed amounts allocated to the Department of Beaches and Harbors by the County Board of Supervisors in their approved budgets. The County has sole discretion to expend some, all, or none of such budgeted amounts. The sum of such annual expenditures for the duration of the Master Agreement is the Contract Sum.

## **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 entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, will occur only with the County's express prior written approval.

## **5.3 No Payment for Services Provided Following Expiration/Termination of Master Agreement**

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

## **5.4 Invoices and Payments**

**5.4.1** For providing the tasks, deliverables, services, and other work authorized pursuant to this Master Agreement, Contractor must separately invoice County for each Work Order by deliverable.

**5.4.2** Payment for all work will be on a fixed Hourly Billable Rate basis in accordance with Contractor's Exhibit 10 (Personnel Specifications Pricing Sheet), subject to the Total Maximum Amount specified in each Work Order less any amounts assessed in accordance with Section 8.25 (Liquidated Damages).

**5.4.3** County will not pay Contractor for any overtime premiums, travel expenses, meals, lodging, holidays, vacation, sick leave, per diem, or miscellaneous expenses, etc.

**5.4.4** All work performed by, and all invoices submitted by, Contractor pursuant to Work Orders issued hereunder must receive the written approval of County's Contractor Administrator, who will be responsible for a detailed evaluation of Contractor's performance before approval of work and/or payment of invoices is permitted.

**5.4.5** Invoices under this Master Agreement must be submitted to the address(es) set forth in the applicable Work Order.

#### **5.4.6 Invoice Content**

The period of performance specified in Contractor's invoice(s) must coincide with the period of performance specified in the applicable Work Order.

Each invoice submitted by Contractor must specify:

- Work Order number and Contractor's Master Agreement;
- Contractor's name, address, and phone number;
- Period of performance of work being invoiced;
- Name(s) of temporary personnel who performed the work and personnel job classification;
- Copy of individual weekly time logs for the pay period identified on invoice;
- A brief description of the deliverable(s) for which payment is claimed, the respective number(s) assigned to the deliverable(s), and the individual amount being billed for each deliverable;
- Copy of Work Order; and
- The total amount of the invoice.

All invoices under this Master Agreement will be submitted to the following address:

**Los Angeles County  
Department of Beaches and Harbors  
Financial Services Section  
4640 Admiralty Way, Suite 300  
Marina del Rey, CA 90292**

#### **5.4.7 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.

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

**5.5.1** 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).

**5.5.2** The 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.

**5.5.3** 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.

**5.5.4** At any time during the duration of the agreement/contract, a 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.

## **5.6 Increase of Contract Sum by Director**

Notwithstanding Section 5.1, the Director may increase the maximum amount payable under all Work Orders issued on this Master Agreement (as authorized by the Board of Supervisors) up to 10 percent in any year of the Master Agreement or any extension period to cover needed, increased services in the scope of the Master Agreement, subject to the availability of funds in the Department's budget. Such increases will not be cumulative.

## **5.7 Cost of Living Adjustments (COLA's)**

The Contractor's rates will remain firm and fixed for the initial three (3) years of the Master Agreement and may be increased annually thereafter, in the option years, at the sole discretion of the Director of the Department. If the Director so decides, the Master Agreement amount may be adjusted after the initial three years of the Master Agreement term based on the increase or decrease the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index (CPI) for the Los Angeles-Long Beach-Anaheim Area for the most recently published percentage change for the twelve (12) month period preceding the contract anniversary date, which will be the effective date for any Cost of Living Adjustment (COLA). However, any increase must not exceed the general salary movement granted to County employees as determined by the Chief Executive Office as of each July 1 for the prior twelve (12) month

period. Furthermore, should fiscal circumstances ultimately prevent the Board from approving any increase in County employee salaries, no COLA will be granted. Contractor must submit its written request to the County's Contract Administrator for any COLA increase. Any price increases will be subject to acceptance and approval by the Director of the Department. Further, before any COLA increase will take effect and become part of this Master Agreement, it will require a written amendment to this Master Agreement first, that has been formally approved and executed by the parties.

## **6.0 ADMINISTRATION OF MASTER AGREEMENT - COUNTY**

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

### **6.1 County's Master Agreement Program Director (MAPD)**

The MAPD has the authority to negotiate, recommend all changes to this Master Agreement, and resolve disputes between the Department and Contractor.

### **6.2 County's Contract Administrator**

The County's Contract Administrator, or designee, is the approving authority for individual Work Order solicitations and executions and is County's chief contact person with respect to the day-to-day administration of this Master Agreement. The Contract Administrator will prepare, and issue Work Orders and any Amendments thereto, and generally be the first person for Contractor to contact with any questions.

**6.2.1** The responsibilities of County's Contract Administrator include:

- ensuring that the technical standards and task requirements articulated in the individual Work Order are satisfactorily complied with, and must provide, on request, such information, coordination, documentation, and materials as may be reasonably required by Contractor to perform Work Orders;
- coordinating and monitoring the work of Contractor personnel assigned to the Work Order Director's specific projects, and for ensuring that this Master Agreement's objectives are met;
- monitoring, evaluating and reporting Contractor performance and progress on the Work Order;

- coordinating with Contractor's Project Manager, on a regular basis, regarding the performance of Contractor's personnel on each particular project;
- providing direction to Contractor in the areas relating to County policy, information requirements, and procedural requirements.

**6.2.2** County's Contract Administrator is not authorized to make any changes in Work Order labor rates, dollar totals or periods of performance, or in the terms and conditions of this Master Agreement, except through formally prepared Amendments, Section 8.1.

## **7.0 ADMINISTRATION OF MASTER AGREEMENT - CONTRACTOR**

### **7.1 Contractor's Contract Representative**

**7.1.1** Contractor's Contract Representative is designated in Exhibit B (Contractor's Administration). The Contractor must notify the County in writing of any change in the name or address of the Contractor's Contract Representative.

**7.1.2** Contractor's Contract Representative will be responsible for Contractor's day-to-day activities as related to this Master Agreement and will coordinate with County's Contract Administrator on a regular basis with respect to all active Work Orders.

### **7.2 Contractor's Authorized Official(s)**

**7.2.1** Contractor's Authorized Official(s) are designated in Exhibit B (Contractor's Administration). Contractor must promptly notify County in writing of any change in the name(s) or address(es) of Contractor's Authorized Official(s).

**7.2.2** Contractor represents and warrants that all requirements of Contractor have been fulfilled to provide actual authority to such officials to execute documents under this Master Agreement on behalf of Contractor.

### **7.3 Approval of Contractor's Staff**

County has the absolute right to approve or disapprove all of Contractor's staff performing work hereunder and any proposed changes in Contractor's staff, including, but not limited to, Contractor's Contract Representative. Contractor must provide County with a resume of each proposed substitute and an opportunity to interview such person prior to any staff substitution.

#### **7.4 Contractor's Staff Identification**

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

#### **7.5 Background and Security Investigations**

**7.5.1** Each of Contractor's staff performing services under this Master Agreement 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 Master Agreement. 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 if the member of Contractor's staff passes or fails the background investigation.

**7.5.2** If a member of Contractor's staff does not pass the background investigation, County may request that the member of Contractor's staff be immediately removed from performing services under the Master Agreement at any time during the term of the Master Agreement. County will not provide to Contractor or to Contractor's staff any information obtained through the County's background investigation.

**7.5.3** 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.

**7.5.4** Disqualification of any member of Contractor's staff pursuant to this Section 7.5 will not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Master Agreement.

#### **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 Section 7.6, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Section 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 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 Master Agreement.
- 7.6.4** Contractor will cause each employee performing services covered by this Master Agreement to sign and adhere to the provisions of Exhibit E4 (Contractor Employee Acknowledgment and Confidentiality Agreement).
- 7.6.5** Contractor will cause each non-employee performing services covered by this Master Agreement to sign and adhere to the provisions of Exhibit E5 (Contractor Non-Employee Acknowledgment and Confidentiality Agreement).

## **8.0 STANDARD TERMS AND CONDITIONS**

### **8.1 Amendments**

- 8.1.1** 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 Master Agreement during the term of this Master Agreement. 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 orders, an Amendment to the Master Agreement must be prepared and executed by the Contractor and by the Director or his/her authorized designee.

**8.1.2** The Director of Department of Beaches and Harbors, or his/her designee may, at his/her sole discretion, authorize extensions of time as defined in Section 4.0 (Term of Master Agreement). The Contractor agrees that such extensions of time will not change any other term or condition of this Master Agreement during the period of such extensions. To implement an extension of time, an Amendment to the Master Agreement must be prepared and executed by the Contractor and by the Director of the Department of his/her authorized designee.

## **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 Master Agreement, 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 Section, County consent will require a written amendment to the Master Agreement, 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 Master Agreement 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 Master Agreement which may result in the termination of this Master Agreement. 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 Master Agreement 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 Master Agreement and that all requirements of the Contractor have been fulfilled to provide such actual authority.

### **8.4 Complaints**

The Contractor must develop, maintain and operate procedures for receiving, investigating and responding to complaints.

**8.4.1** Within 10 business days after the Master Agreement effective date, the Contractor must provide the County with the Contractor's policy for receiving, investigating and responding to user complaints.

**8.4.2** The County will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes.

**8.4.3** If the County requests changes in the Contractor's policy, the Contractor must make such changes and resubmit the plan within 10 business days for County approval.

**8.4.4** 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.

**8.4.5** The Contractor must preliminarily investigate all complaints and notify the County's Contract Administrator of the status of the investigation within 5 business days of receiving the complaint.

**8.4.6** 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.

**8.4.7** Copies of all written responses must be sent to the County's Contract Administrator within 10 business days of mailing to the complainant.

### **8.5 Compliance with Applicable Laws**

**8.5.1** In the performance of this Master Agreement, 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 Master Agreement are hereby incorporated herein by reference.

**8.5.2** 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 this Section 8.5 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 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.

## **8.6 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 Master Agreement or under any project, program, or activity supported by this Master Agreement. Additionally, contractor certifies to the County:

1. That contractor has a written policy statement prohibiting discrimination in all phases of employment.
2. That contractor periodically conducts a self-analysis or utilization analysis of its work force.
3. That Contractor has a system for determining if its employment practices are discriminatory against protected groups.

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.

## **8.7 Compliance with County's Jury Service Program**

**8.7.1** Jury Service Program: This Master Agreement 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.

### **8.7.2** Written Employee Jury Service Policy

1. Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor 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.
2. For purposes of this Section, "Contractor" means a person, partnership, corporation or other entity which has a Master Agreement with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County Master Agreements or subcontracts. "Employee" means any California resident who is a full-time employee of Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the 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 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for the County under the Master Agreement, the subcontractor will also be subject to the provisions of this Section. The provisions of this Section will be inserted into any such subcontract

agreement and a copy of the Jury Service Program must be attached to the agreement.

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

## **8.8 Conflict of Interest**

- 8.8.1 No County employee whose position with the County enables such employee to influence the award of this Master Agreement or any competing Master Agreement, 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 Master Agreement. 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.
- 8.8.2 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 Master Agreement. 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 Section 8.8 will be a material breach of this Master Agreement.

#### **8.9 Consideration of Hiring County Employees Targeted for Layoffs or are on a County Re-employment List**

Should the Contractor require additional or replacement personnel after the effective date of this Master Agreement 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 Master Agreement.

#### **8.10 Consideration of Hiring GAIN-GROW Participants**

**8.10.1** Should the Contractor require additional or replacement personnel after the effective date of this Master Agreement, 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.

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

#### **8.11 Contractor Responsibility and Debarment**

##### **8.11.1 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 Master Agreement. It is the County's policy to conduct business only with responsible Contractors.

##### **8.11.2 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 Master Agreements which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in this Master Agreement, 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 years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing Contracts the Contractor may have with the County.

#### **8.11.3 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 Master Agreement 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 Master Agreement 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.

#### **8.11.4 Contractor Hearing Board**

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.
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.

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.
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.
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.
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.

**8.11.5 Subcontractors of Contractor**

These terms will also apply to Subcontractors of County Contractors.

**8.12 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 C, 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:

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

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

**8.13.1** The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through Purchase Order or Master Agreement are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

**8.13.2** As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Master Agreement to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and will during the term of this Master Agreement maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and 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).

#### **8.14 County's Quality Assurance Plan**

The County or its agent(s) will monitor the contractor's performance under this Master Agreement on not less than an annual basis. Such monitoring will include assessing the contractor's compliance with all Master Agreement terms and conditions and performance standards. Contractor deficiencies which the County determines are significant or continuing and that may place performance of the Master Agreement 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 Master Agreement or impose other penalties as specified in this Master Agreement.

#### **8.15 Damage to County Facilities, Buildings or Grounds**

**8.15.1** Contractor will repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by Contractor or employees or agents of Contractor. Such repairs must be made immediately after Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

**8.15.2** If Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs must be repaid by Contractor by cash payment upon demand.

#### **8.16 Employment Eligibility Verification**

**8.16.1** 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 Master Agreement 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.

**8.16.2** 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 Master Agreement.

#### **8.17 Counterparts and Electronic Signatures and Representations**

This Master Agreement 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 Master Agreement. 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 Section 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 Master Agreement.

#### **8.18 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.

#### **8.19 Force Majeure**

**8.19.1** Neither party will be liable for such party's failure to perform its obligations under and in accordance with this Master Agreement, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's 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 Section as "force majeure events").

**8.19.2** 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 Section, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.

- 8.19.3** 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.

## **8.20 Governing Law, Jurisdiction, and Venue**

This Master Agreement 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 Master Agreement and further agrees and consents that venue of any action brought hereunder will be exclusively in the County of Los Angeles.

## **8.21 Independent Contractor Status**

- 8.21.1** This Master Agreement 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.

- 8.21.2** The Contractor will be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Master Agreement 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.

- 8.21.3** The Contractor understands and agrees that all persons performing work pursuant to this Master Agreement 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 Master Agreement.

**8.21.4** The Contractor must adhere to the provisions stated in Section 7.6 (Confidentiality).

## **8.22 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 Master Agreement, except for such loss or damage arising from the sole negligence or willful misconduct of the County Indemnitees.

## **8.23 General Provisions for all Insurance Coverage**

Without limiting Contractor's indemnification of County, and in the performance of this Master Agreement and until all of its obligations pursuant to this Master Agreement have been met, Contractor must provide and maintain at its own expense insurance coverage satisfying the requirements specified in Section 8.24 of this Master Agreement. 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 Master Agreement. 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 Master Agreement.

### **8.23.1 Evidence of Coverage and Notice to County**

- 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 Master Agreement.
- Renewal Certificates must be provided to County not less than 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 Subcontractor insurance policies at any time.
- Certificates must identify all Required Insurance coverage types and limits specified herein, reference this Master Agreement 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 Master Agreement. 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 (\$50,000.00) dollars, and list any County required endorsement forms.

- 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.

Certificates and copies of any required endorsements must be sent to:

Los Angeles County Department of  
Beaches and Harbors  
4640 Admiralty Way, Suite 300  
Marina del Rey, CA 90292  
Contracts@bh.lacounty.gov

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 Master Agreement, and could result in the filing of a claim or lawsuit against Contractor and/or County.

#### **8.23.2 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.

**8.23.3 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 Master Agreement, in the sole discretion of the County, upon which the County may suspend or terminate this Master Agreement.

**8.23.4 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 Master Agreement, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Master Agreement. 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.

**8.23.5 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.

**8.23.6 Contractor's Insurance Must Be Primary**

Contractor's insurance policies, with respect to any claims related to this Master Agreement, 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.

**8.23.7 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 Master Agreement. The Contractor must require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

**8.23.8 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.

**8.23.9 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.

**8.23.10 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 Master Agreement. Contractor understands and agrees it will maintain such coverage for a period of not less than three (3) years following Master Agreement expiration, termination or cancellation.

**8.23.11 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.

**8.23.12 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.

**8.23.13 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.

**8.23.14 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.

**8.24 Insurance Coverage**

**8.24.1** 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

**8.24.2** 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 Master Agreement, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

**8.24.3** 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.

#### **8.24.4 Unique Insurance Coverage**

- **Professional Liability/Errors and Omissions**

Insurance covering Contractor's liability arising from or related to this Master Agreement, with limits of not less than \$1 million per claim and \$2 million 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.

### **8.25 Liquidated Damages**

**8.25.1** If, in the judgment of the Director, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Director, 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 Director, or his/her designee, in a written notice describing the reasons for said action.

**8.25.2** If the Director determines that there are deficiencies in the performance of this Master Agreement that the Director or his/her designee, deems are correctable by the Contractor over a certain time span, the Director 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 Director 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 may be specified in any Performance Requirements Summary (PRS) Charts in future Work Orders, 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.

**8.25.3** The action noted in Section 8.25.2 will 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 Master Agreement.

**8.25.4** This Section will not, in any manner, restrict or limit the County's right to damages for any breach of this Master Agreement provided by law or as specified in the PRS or Section 8.25.2, and will not, in any manner, restrict or limit the County's right to terminate this Master Agreement as agreed to herein.

## **8.26 Most Favored Public Entity**

If the Contractor's prices decline, or should the Contractor at any time during the term of this Master Agreement 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 Master Agreement, then such lower prices will be immediately extended to the County.

## **8.27 Nondiscrimination and Affirmative Action**

**8.27.1** 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.

**8.27.2** Contractor certifies to the County each of the following:

1. That contractor has a written policy statement prohibiting discrimination in all phases of employment.
2. That contractor periodically conducts a self-analysis or utilization analysis of its work force.
3. That Contractor has a system for determining if its employment practices are discriminatory against protected groups.
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.

**8.27.3** 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.

**8.27.4** 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.

**8.27.5** 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 Master Agreement or under any project, program, or activity supported by this Master Agreement.

- 8.27.6** 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 Section 8.27 when so requested by the County.
- 8.27.7** If the County finds that any provisions of this Section 8.27 have been violated, such violation will constitute a material breach of this Master Agreement upon which the County may terminate or suspend this Master Agreement. While the County reserves the right to determine independently that the anti-discrimination provisions of this Master Agreement 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 Master Agreement.
- 8.27.8** The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Master Agreement, 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 Master Agreement.

**8.28 Non-Exclusivity**

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

**8.29 Notice of Delays**

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

**8.30 Notice of Disputes**

The Contractor must bring to the attention of the County's Contract Administrator and/or Master Agreement Program Director any dispute between the County and the Contractor regarding the performance of services as stated in this Master Agreement. If the County's Contract Administrator or Master Agreement Program Director is not able to

resolve the dispute, the Director of Department of Beaches and Harbors, or designee will resolve it.

**8.31 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.

**8.32 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 C, Safely Surrendered Baby Law of this Master Agreement. Additional information is available at:

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

**8.33 Notices**

All notices or demands required or permitted to be given or made under this Master Agreement 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 A (County's Administration) and B (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 Department of Beaches and Harbors or his/her designee will have the authority to issue all notices or demands required or permitted by the County under this Master Agreement.

**8.34 Prohibition Against Inducement or Persuasion**

Notwithstanding the above, the Contractor and the County agree that, during the term of this Master Agreement 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.

**8.35 Public Records Act**

8.35.1 Any documents submitted by Contractor; all information obtained in connection with the County's right to audit and inspect Contractor's documents, books, and accounting

records pursuant to Section 8.37 (Record Retention and Inspection/Audit Settlement) of this Master Agreement; as well as those documents which were required to be submitted in response to the Request for Statement of Qualifications (RFSQ) used in the solicitation process for this Master Agreement, 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.

- 8.35.2** 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 an SOQ 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.

## **8.36 Publicity**

- 8.36.1** The Contractor must not disclose any details in connection with this Master Agreement 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 Master Agreement within the following conditions:

- The Contractor must develop all publicity material in a professional manner; and
- During the term of this Master Agreement, the Contractor must 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.

- 8.36.2** The Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Master Agreement with the County of Los Angeles, provided that the requirements of this Section 8.36 (Publicity) will apply.

### **8.37 Record Retention and Inspection-Audit Settlement**

The Contractor must maintain accurate and complete financial records of its activities and operations relating to this Master Agreement 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 Master Agreement. 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 Master Agreement. 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 Master Agreement and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material 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.

**8.37.1** In the event that an audit of the Contractor is conducted specifically regarding this Master Agreement 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 Master Agreement. The County will make a reasonable effort to maintain the confidentiality of such audit report(s).

**8.37.2** Failure on the part of the Contractor to comply with any of the provisions of this Section will constitute a material breach of this Master Agreement upon which the County may terminate or suspend this Master Agreement.

**8.37.3** If, at any time during the term of this Master Agreement or within five (5) years after the expiration or termination of this Master Agreement, representatives of the County may conduct an audit of the Contractor regarding the work performed under this Master Agreement, 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 will 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 Master Agreement 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 Master Agreement exceed the funds appropriated by the County for the purpose of this Master Agreement.

### **8.38 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 Master Agreement.

### **8.39 Subcontracting**

**8.39.1** The requirements of this Master Agreement 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 Master Agreement.

**8.39.2** If the Contractor desires to subcontract, the Contractor must provide the following information promptly at the County's request:

- A description of the work to be performed by the subcontractor;
- A draft copy of the proposed subcontract; and
- Other pertinent information and/or certifications requested by the County.

**8.39.3** The Contractor must indemnify 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 Contractor employees.

**8.39.4** The Contractor will remain fully responsible for all performances required of it under this Master Agreement, including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.

**8.39.5** 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 Master Agreement. The Contractor is responsible to notify its subcontractors of this County right.

**8.39.6** The Department's 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.

**8.39.7** 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.

**8.39.8** 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. The Contractor must ensure delivery of all such documents to:

Los Angeles County Department of Beaches and Harbors

Administrative Services Division/ Contracts Unit

4640 Admiralty Way, Suite 300

Marina del Rey, CA 90292

before any subcontractor employee may perform any work hereunder.

**8.40 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 Section 8.13 (Contractor's Warranty of Adherence to County's Child Support Compliance Program), will constitute a default under this Master Agreement. Without limiting the rights and remedies available to the County under any other provision of this Master Agreement, failure of Contractor to cure such default within 90 calendar days of written notice will be grounds upon which the County may terminate this Master Agreement pursuant to Section 8.42 (Termination for Default) and pursue debarment of Contractor, pursuant to County Code Chapter 2.202.

**8.41 Termination for Convenience**

**8.41.1** County may terminate this Master Agreement, and any Work Order issued hereunder, in whole or in part, from time to time or permanently, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder will be affected by notice of termination to

Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective will be no less than ten (10) days after the notice is sent.

**8.41.2** Upon receipt of a notice of termination and except as otherwise directed by the County, the Contractor must immediately:

- Stop work under the Work Order or under this Master Agreement, as identified in such notice;
- Transfer title and deliver to County all completed work and work in process; and
- Complete performance of such part of the work as would not have been terminated by such notice.

**8.41.3** All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Master Agreement or Work Order must be maintained by the Contractor in accordance with Section 8.37 (Record Retention and Inspection/Audit Settlement).

#### **8.42 Termination for Default**

**8.42.1** The County may, by written notice to the Contractor, terminate the whole or any part of this Master Agreement, if, in the judgment of County's Project Director:

- Contractor has materially breached this Master Agreement;
- Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Master Agreement or any Work Order issued hereunder; or
- Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements of any Work Order issued under this Master Agreement, or of any obligations of this Master Agreement 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.

**8.42.2** In the event that the County terminates this Master Agreement in whole or in part as provided in Section 8.42.1, 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 Master Agreement to the extent not terminated under the provisions of this Section.

**8.42.3** Except with respect to defaults of any subcontractor, the Contractor will not be liable for any such excess costs of the type identified in Section 8.42.2 if its failure to perform this Master Agreement, including any Work Order issued hereunder, 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 Section 8.42.3, the terms "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.

**8.42.4** If, after the County has given notice of termination under the provisions of this Section 8.42, it is determined by the County that the Contractor was not in default under the provisions of this Section 8.42, or that the default was excusable under the provisions of Section 8.42.3, the rights and obligations of the parties will be the same as if the notice of termination had been issued pursuant to Section 8.41 (Termination for Convenience).

**8.42.5** The rights and remedies of the County provided in this Section 8.42 will not be exclusive and are in addition to any other rights and remedies provided by law or under this Master Agreement.

#### **8.43 Termination for Improper Consideration**

**8.43.1** The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed

under this Master Agreement 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 Master Agreement or securing favorable treatment with respect to the award, amendment, or extension of this Master Agreement or the making of any determinations with respect to the Contractor's performance pursuant to this Master Agreement. 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.

**8.43.2** 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.

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

#### **8.44 Termination for Insolvency**

**8.44.1** The County may terminate this Master Agreement forthwith in the event of the occurrence of any of the following:

- 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;
- The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
- The appointment of a Receiver or Trustee for the Contractor; or
- The execution by the Contractor of a general assignment for the benefit of creditors.

**8.44.2** The rights and remedies of the County provided in this Section 8.44 will not be exclusive and are in addition to any other rights and remedies provided by law or under this Master Agreement.

#### **8.45 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 Section 2.160.010. 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 Master Agreement, upon which the County may in its sole discretion, immediately terminate or suspend this Master Agreement.

#### **8.46 Termination for Non-Appropriation of Funds**

Notwithstanding any other provision of this Master Agreement, the County will not be obligated for the Contractor's performance hereunder or by any provision of this Master Agreement during any of the County's future fiscal years unless and until the County's Board of Supervisors appropriates funds for this Master Agreement in the County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Master Agreement, then this Master Agreement 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.

#### **8.47 Validity**

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

#### **8.48 Waiver**

No waiver by the County of any breach of any provision of this Master Agreement 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 Master Agreement will not be construed as a waiver thereof. The rights and remedies set forth in this Section 8.48 will not be exclusive and are in addition to any other rights and remedies provided by law or under this Master Agreement.

#### **8.49 Warranty Against Contingent Fees**

**8.49.1** The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Master Agreement upon any agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

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

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

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

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

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

Failure of Contractor to maintain compliance with the requirements set forth in Section 8.50 (Warranty of Compliance with County's Defaulted Property Tax Reduction Program) will constitute default under this Master Agreement. Without limiting the rights and remedies available to County under any other provision of this Master Agreement, failure of Contractor to cure such default within 10 days of notice will be grounds upon which County may terminate this Master Agreement and/or pursue debarment of Contractor, pursuant to Los Angeles County Code Chapter 2.206.

**8.52 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 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](#).

**8.53 Compliance with County's Zero Tolerance Policy on Human Trafficking**

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 Master Agreement. County will not be under any obligation to disclose confidential information regarding the offenses other than those required by law.

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

#### **8.54 Compliance with Fair Chance Employment Practices**

Contractor, and its subcontractors, must will comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Contractor's violation of this Section 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.

#### **8.55 Compliance with the County Policy of Equity**

The 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/>). The 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. The 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 the contractor to termination of contractual agreements as well as civil liability.

#### **8.56 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.



### **8.57 Injury and Illness Prevention Program**

Contractor will be required to comply with the State of California's Cal OSHA's regulations. California Code of Regulations Title 8 Section 3203 requires all California employers to have a written, effective Injury and Illness Prevention Program (IIPP) that addresses hazards pertaining to the particular workplace covered by the program.

### **8.58 COVID-19 Vaccinations of County Contractor Personnel**

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").
2. Contractor Personnel are considered "fully vaccinated" against COVID-19 two (2) weeks or more after they have received (1) the second dose in a 2-dose COVID-19 vaccine series (e.g. Pfizer-BioNTech or Moderna), (2) a single-dose COVID-19 vaccine (e.g. Johnson and Johnson [J&J]/Janssen), or (3) the final dose of any COVID-19 vaccine authorized by the World Health Organization ("WHO").
3. Prior to assigning Contractor Personnel to perform In-Person Services, Contractor 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.

4. Contractor will evaluate any medical or sincerely held religious exemption request of its Contractor Personnel, as required by law. If Contractor has determined that Contractor Personnel is exempt pursuant to a medical or sincerely held religious reason, the Contractor must also maintain records of the Contractor Personnel's testing results. The Contractor must provide such records to the County for audit purposes, when required by County. The unvaccinated exempt Contractor Personnel must meet the following requirements prior to (1) interacting in person with County workforce members, (2) working on County owned or controlled property while performing services under this Contract, and/or (3) coming into contact with the public while performing services under this Contract:
  - a. Test for COVID-19 with either a polymerase chain reaction (PCR) or antigen test, have an Emergency Use Authorization (EUA) by the FDA or is operating per the Laboratory Developed Test requirements by the U.S. Centers for Medicare and Medicaid Services. Testing must occur at least weekly, or more frequently as required by County or other applicable law, regulation or order.
  - b. Wear a mask that is consistent with CDC recommendations at all times while on County controlled or owned property, and while engaging with members of the public and County workforce members.
  - c. Engage in proper physical distancing, as determined by the applicable County department that the Contract is with.
5. In addition to complying with the requirements of this Section, Contractor must also comply with all other applicable local, departmental, State, and federal laws, regulations and requirements for COVID-19. A completed Exhibit E1 (COVID-19 Certification of Compliance) is a required part of any agreement with the County.

## **9.0 UNIQUE TERMS AND CONDITIONS**

### **9.1 Ownership of Materials, Software and Copyright**

- 9.1.1** County will be the sole owner of all right, title and interest, including copyright, in and to all software, plans, diagrams, facilities, and tools (hereafter "materials") which are originated or created through Contractor's work pursuant to this Master Agreement. Contractor, for valuable consideration herein provided, must execute all documents necessary to assign and transfer to, and vest in the County all Contractor's right, title and interest in and to such original materials, including any copyright, patent and trade secret rights which arise pursuant to Contractor's work under this Master Agreement.
- 9.1.2** During the term of this Master Agreement and for five (5) years thereafter, Contractor must maintain and provide security for all Contractor's working papers prepared under this Master Agreement. County will have the right to inspect, copy and use at any time during and subsequent to the term of this Master Agreement, any and all such working papers and all information contained therein.
- 9.1.3** Any and all materials, software and tools which are developed or were originally acquired by Contractor outside the scope of this Master Agreement, which Contractor desires to use hereunder, and which Contractor considers to be proprietary or confidential, must be specifically identified by Contractor to County's Project Manager as proprietary or confidential, and must be plainly and prominently marked by Contractor as "Propriety" or "Confidential" on each appropriate page of any document containing such material.
- 9.1.4** County will use reasonable means to ensure that Contractor's proprietary and/or confidential items are safeguarded and held in confidence. County agrees not to reproduce, distribute or disclose to non-County entities any such proprietary and/or confidential items without the prior written consent of Contractor.
- 9.1.5** Notwithstanding any other provision of this Master Agreement, County will not be obligated to Contractor in any way under Section 9.1.4 for any of Contractor's proprietary and/or confidential items which are not plainly and prominently marked with restrictive legends as required by Section 9.1.3 or for any disclosure which County is required to make under any state or federal law or order of court.

**9.1.6** All the rights and obligations of this Section 9.1 will survive the expiration or termination of this Master Agreement.

## **9.2 Patent, Copyright and Trade Secret Indemnification**

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

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

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

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

## **9.3 Local Small Business Enterprise (LSBE) Preference Program**

**9.3.1** This Master Agreement 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.

**9.3.2** 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 LSBE.

**9.3.3** 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 LSBE.

**9.3.4** 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 Master Agreement to which it would not otherwise have been entitled, will:

1. Pay to the County any difference between the Master Agreement amount and what the County's costs would have been if the Master Agreement had been properly awarded;
2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than ten percent (10%) of the amount of the Master Agreement; and
3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

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

#### **9.4 Social Enterprise (SE) Preference Program**

**9.4.1** This Master Agreement 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.

**9.4.2** 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.

**9.4.3** 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.

**9.4.4** If 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 Master Agreement to which it would not otherwise have been entitled, Contractor will:

1. Pay to the County any difference between the Master Agreement amount and what the County's costs would have been if the Master Agreement had been properly awarded;
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 Master Agreement; and
3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties will also apply to any 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 Master Agreement award.

## **9.5 Disabled Veteran Business Enterprise (DVBE) Preference Program**

**9.5.1** This Master Agreement 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.

**9.5.2** 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.

**9.5.3** 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.

**9.5.4** If Contractor has obtained certification as a DVBE by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect

or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Master Agreement to which it would not otherwise have been entitled, Contractor will:

1. Pay to the County any difference between the Master Agreement amount and what the County's costs would have been if the Master Agreement had been properly awarded;
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 Master Agreement; and
3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

Notwithstanding any other remedies in this Master Agreement, 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 Master Agreement award.

## **10.0 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 will survive the expiration or termination of this Agreement for any reason:

Section 1 (Applicable Documents)

Section 2 (Definitions)

Section 3 (Work)

Section 5.4 (No Payment for Services Provided Following Expiration/Termination of Agreement)

Section 7.6 (Confidentiality)

Section 8.1 (Amendments)

Section 8.2 (Assignment and Delegation/Mergers or Acquisitions)

Section 8.5.2

Section 8.18 (Fair Labor Standards)

Section 8.29 (Force Majeure)

Section 8.20 (Governing Law, Jurisdiction, and Venue)

Section 8.22 (Indemnification)  
Section 8.23 (General Provisions for all Insurance Coverage)  
Section 8.24 (Insurance Coverage)  
Section 8.25 (Liquidated Damages)  
Section 8.33 (Notices)  
Section 8.37 (Record Retention and Inspection/Audit Settlement)  
Section 8.41 (Termination for Convenience)  
Section 8.42 (Termination for Default)  
Section 8.47 (Validity)  
Section 8.48 (Waiver)  
Section 8.56 (Prohibition from Participation in Future Solicitation(s))  
Section 9.3 (Ownership of Materials, Software and Copyright)  
Section 9.4 (Patent, Copyright and Trade Secret Indemnification)  
Section 10 (Survival)  
/  
/  
/  
/  
/



**AUTHORIZATION OF MASTER AGREEMENT FOR  
TEMPORARY PERSONNEL SERVICES**

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Master Agreement to be executed by the Director, Department of Beaches and Harbors or designee and approved by County Counsel, and Contractor has caused this Master Agreement to be executed in its behalf by its duly authorized officer, this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
Director

\_\_\_\_\_ Department

By \_\_\_\_\_  
Contractor

Signed: \_\_\_\_\_

Printed: \_\_\_\_\_

Title: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
DAWYN R. HARRISON  
Acting County Counsel

By \_\_\_\_\_  
Deputy County Counsel

**MASTER AGREEMENT FOR  
TEMPORARY PERSONNEL SERVICES**

**TABLE OF CONTENTS OF EXHIBITS**

**STANDARD EXHIBITS**

- A COUNTY'S ADMINISTRATION
- B CONTRACTOR'S ADMINISTRATION
- C SAFELY SURRENDERED BABY LAW
- D SAMPLE WORK ORDER

**FORMS E1 – E5 ARE REQUIRED TO BE INCLUDED IN THE SOQ**

- E1 COVID-19 VACCINATION CERTIFICATION OF COMPLIANCE
- E2 CERTIFICATION OF EMPLOYEE STATUS
- E3 CERTIFICATION OF NO CONFLICT OF INTEREST
- E4 CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND  
CONFIDENTIALITY AGREEMENT
- E5 CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND  
CONFIDENTIALITY AGREEMENT
- F STATEMENT OF WORK
- G PERSONNEL SPECIFICATIONS
- H DEPARTMENT SITE LOCATIONS
- I PROFESSIONAL APPEARANCE IN THE WORKPLACE POLICY
- J JOB CLASSIFICATIONS CHECKLIST

**COUNTY'S ADMINISTRATION**

MASTER AGREEMENT NO. \_\_\_\_\_

WORK ORDER NO. \_\_\_\_\_

**COUNTY MASTER AGREEMENT PROJECT DIRECTOR (MAPD):**

Name: Amy Caves  
Title: Deputy Director  
Address: 13837 Fiji Way  
Marina del Rey, CA 90292  
Telephone: (310) 305-9527  
E-Mail Address: Acaves@bh.lacounty.gov

**COUNTY CONTRACT ADMINISTRATOR:**

Name: Brad Fleischer  
Title: Administrative Services Division Chief  
Address: 4640 Admiralty Way, Suite 300  
Marina del Rey, CA 90292  
Telephone: (424) 526 - 7781  
E-Mail Address: Bfleischer@bh.lacounty.gov

**COUNTY CONTRACT ADMINISTRATOR:**

Name: Andrew Flores  
Title: Section Manager, Human Resources  
Address: 4640 Admiralty Way, Suite 300  
Marina del Rey, CA 90292  
Telephone: (424) 526 - 7800  
E-Mail Address: Aflores@bh.lacounty.gov

**CONTRACTOR'S ADMINISTRATION**

---

CONTRACTOR'S NAME

MASTER AGREEMENT NO. \_\_\_\_\_

WORK ORDER NO. \_\_\_\_\_

**CONTRACTOR'S PROJECT DIRECTOR:**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

**CONTRACTOR'S AUTHORIZED OFFICIAL(S)**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

**Notices to Contractor shall be sent to the following address:**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

# 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**

**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.

**WORK ORDER  
TEMPORARY PERSONNEL SERVICES  
DEPARTMENT OF BEACHES AND HARBORS**

Work Order No. \_\_\_\_\_

Master Agreement No. \_\_\_\_\_

**This Section to be completed by the Department**

Date Work Order Issued: \_\_\_\_\_ Contractor Response Received on: \_\_\_\_\_

Requesting Division: \_\_\_\_\_ Division Contact: \_\_\_\_\_ Phone: \_\_\_\_\_

Personnel Classification: \_\_\_\_\_ Quantity: \_\_\_\_\_ Hourly Billable Rate: \_\_\_\_\_

Start Date: \_\_\_\_\_ End Date: \_\_\_\_\_ Total Hours: \_\_\_\_\_

Work Order Amount Verified/Approved by Administrative Services Division on: \_\_\_\_\_

Notice to Proceed Issued on: \_\_\_\_\_

**This Section to be completed by the Contractor**

Contract Representative: \_\_\_\_\_ Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Personnel Available Start Date: \_\_\_\_\_ Personnel Available Interview Date: \_\_\_\_\_

**Contractor must return the following with the Work Order:**

- ☐ Exhibit E1 - COVID-19 Vaccination Certification of Compliance
- ☐ Exhibit E2 - Certification of Employee Status
- ☐ Exhibit E3 - Certification of No Conflict of Interest
- ☐ Exhibit E4 - Contractor Employee Acknowledgement and Confidentiality Agreement
- ☐ Exhibit E5 - Contractor Non-Employee Acknowledgement and Confidentiality Agreement

**Contractor: Complete, Sign Above and Return Work Order and Required Forms via Email to:**

[AFlores@bh.lacounty.gov](mailto:AFlores@bh.lacounty.gov)

**Acceptance.** Contractor shall satisfactorily provide the personnel listed in this Work Order in accordance with the Personnel Specifications detailed in Exhibit G. Contractor's signature on this Work Order confirms Contractor's awareness of and agreement with the provisions of Subparagraph 3.3 of the Master Agreement, which establishes that Contractor shall not be entitled to any compensation whatsoever for any task, deliverable, service, or other work that is not specified in this Work Order, and/or utilizes personnel not specified in this Work Order, and/or that exceeds the Total Maximum Compensation of this Work Order, and/or that goes beyond the expiration date of this Work Order. All terms of the Master Agreement shall remain in full force and effect.

**Compensation.** Compensation shall be paid at the Contractor's rates as provided in Exhibit 10, Personnel Specifications Pricing Sheet, only for hours actually worked in accordance with Subparagraph 3.2 of the Master Agreement, subject to the further condition that the total compensation payable to the Contractor for the work specified in this Work Order shall not exceed the allowable ninety (90) business days (720 working hours) per contract personnel.

**Emergency Work Order:** Where need for personnel services occurs after regular business hours, Monday – Thursday, 7:00 a.m. – 6:00 p.m., authorized County personnel may request services directly via the Contract Representative by telephone. A completed Work Order MUST be submitted by the Contractor two business days following the emergency request.



**WORK ORDER  
TEMPORARY PERSONNEL SERVICES  
DEPARTMENT OF BEACHES AND HARBORS**

**Work to commence ONLY upon receipt of a signed WORK ORDER. THREE Department signatures are required. 1. Human Resources Manager 2. Contract Administrator 3. Notice to Proceed Approval.**

1. \_\_\_\_\_  
Human Resources Manager (DBH)
2. \_\_\_\_\_  
Contract Administrator, (DBH)  
Division Chief, Administrative Services Division
3. \_\_\_\_\_  
Fiscal Services Section, (DBH)  
Section Head, Administrative Services Division

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

I, \_\_\_\_\_, on behalf of \_\_\_\_\_, (the "Contractor"), certify that on County Agreement \_\_\_\_\_ [ENTER MASTER AGREEMENT NUMBER AND NAME]:

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

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

\*Contractor Personnel includes subcontractors.

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

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

\_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Title

\_\_\_\_\_  
 Company/Contractor Name

**TEMPORARY PERSONNEL SERVICES  
MASTER AGREEMENT WORK ORDER**

**CERTIFICATION OF EMPLOYEE STATUS**

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

\_\_\_\_\_  
CONTRACTOR NAME

Work Order No. \_\_\_\_\_ County Master Agreement No. \_\_\_\_\_

I CERTIFY THAT: (1) I am an Authorized Official of Contractor; (2) the individual(s) named below is(are) this organization's employee(s); (3) applicable state and federal income tax, FICA, unemployment insurance premiums, and workers' compensation insurance premiums, in the correct amounts required by state and federal law, will be withheld as appropriate, and paid by Contractor for the individual(s) named below for the entire time period covered by the attached Work Order.

**EMPLOYEES**

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_

I declare under penalty of perjury that the foregoing is true and correct.

\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Printed Name of Authorized Official

\_\_\_\_\_  
Title of Authorized Official

\_\_\_\_\_  
Date

**CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT****TEMPORARY PERSONNEL SERVICES  
MASTER AGREEMENT WORK ORDER****CERTIFICATION OF NO CONFLICT OF INTEREST**

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

\_\_\_\_\_  
CONTRACTOR NAME

Work Order No. \_\_\_\_\_ County Master Agreement No. \_\_\_\_\_

Los Angeles County Code Section 2.180.010.A provides as follows:

**"Certain contracts prohibited.**

- A. Notwithstanding any other section of this code, the county shall not contract with, and shall reject any bid or proposal submitted by, the persons or entities specified below, unless the board of supervisors finds that special circumstances exist which justify the approval of such contract:
1. Employees of the county or of public agencies for which the board of supervisors is the governing body;
  2. Profit-making firms or businesses in which employees described in subdivision 1 of subsection A serve as officers, principals, partners, or major shareholders;
  3. Persons who, within the immediately preceding 12 months, came within the provisions of subdivision 1 of subsection A, and who:
    - a. Were employed in positions of substantial responsibility in the area of service to be performed by the contract; or
    - b. Participated in any way in developing the contract or its service specifications; and
  4. Profit-making firms or businesses in which the former employees, described in subdivision 3 of subsection A, serve as officers, principals, partners, or major shareholders."

Contractor hereby declares and certifies that no Contractor Personnel, nor any other person acting on Contractor's behalf, who prepared and/or participated in the preparation of the bid or proposal submitted for the Work Order specified above, is within the purview of County Code Section 2.180.010.A, above.

I declare under penalty of perjury that the foregoing is true and correct.

\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Printed Name of Authorized Official

\_\_\_\_\_  
Title of Authorized Official

\_\_\_\_\_  
Date

**CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT**

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

Contractor Name \_\_\_\_\_

Work Order No. \_\_\_\_\_

County Master Agreement No. \_\_\_\_\_

**GENERAL INFORMATION:**

The Contractor referenced above has entered into a Master Agreement 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 Master Agreement.

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 Master Agreement. 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 Master Agreement 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 Master Agreement. 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: \_\_\_\_\_

DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_

PRINTED NAME: \_\_\_\_\_

POSITION: \_\_\_\_\_

**CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT**

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

Contractor Name \_\_\_\_\_ Non-Employee Name \_\_\_\_\_

Work Order No. \_\_\_\_\_ County Master Agreement No. \_\_\_\_\_

**GENERAL INFORMATION:**

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

**NON-EMPLOYEE ACKNOWLEDGEMENT:**

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

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

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

**CONFIDENTIALITY AGREEMENT:**

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

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

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

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

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_

PRINTED NAME: \_\_\_\_\_

POSITION: \_\_\_\_\_

# **EXHIBIT F**

## **STATEMENT OF WORK**

**LOS ANGELES COUNTY DEPARTMENT OF BEACHES AND HARBORS  
STATEMENT OF WORK  
TEMPORARY PERSONNEL SERVICES**

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**LOS ANGELES COUNTY DEPARTMENT OF BEACHES AND HARBORS**  
**STATEMENT OF WORK**  
**TEMPORARY PERSONNEL SERVICES**

**1.0 SCOPE OF WORK**

The Los Angeles County Department of Beaches and Harbors (Department) requires the services of one or more Contractors to provide temporary and as-needed administrative, secretarial, clerical, marketing, and information technology personnel services to supplement Department staff as listed in this Statement of Work (SOW).

Pursuant to California Codes, Government Code Section 31000.4, the Master Agreement is to provide temporary staffing services on an as-needed basis not to exceed a maximum of ninety days or 720 hours.

**2.0 ADDITION, DELETION AND/OR TERMINATION OF SPECIFIC TASKS, WORK HOURS, WORK ASSIGNMENTS, PERSONNEL SPECIFICATIONS AND/OR SITE LOCATIONS**

**2.1** The Department reserves the right to amend and or modify Personnel Specifications as identified in Exhibit G (Personnel Specifications) in accordance with the County's needs.

**2.2** The Department, in its sole discretion, may terminate, reassign work locations and/or schedules of any of Contractor's employees performing temporary personnel services at any time during the employees' assignment.

**2.3** The Department reserves the right to add sites to, or remove sites from, the list of facilities identified in Exhibit H (Department Site Locations). The Department may from time to time close or cease operating at specific sites or may alter the number of hours or the number of days on which services are performed. Such events will not be deemed breaches of this Master Agreement and will not relieve the Contractor of its duty as to the remaining dates of service.

**2.4 Special Events**

The Contractor must provide temporary personnel services, as-needed, for special events and programs on any day of the week, at any time of day when requested by the Director at least twenty-four hours prior to each such event.

**2.5 Emergencies**

The Director, in his sole discretion, may determine that an emergency or unforeseen incident requires special temporary personnel services. The Contractor must make such services available within two hours of telephone notice.

- 2.6** All changes must be made in accordance with Appendix A, (Sample Master Agreement), Section 8.1, Amendments.

### **3.0 QUALITY ASSURANCE PLAN**

The County will evaluate the Contractor's performance under this Master Agreement using the quality assurance procedures as defined in Appendix A (Master Agreement), Section 8.14, County's Quality Assurance Plan.

#### **3.1 General Requirements**

The following requirements must be observed:

- Contractor must meet deadlines set by the County Contract Administrator;
- Contractor must timely complete reports required by the Master Agreement;
- Contractor must accurately report hourly services; and
- Contractor must promptly return calls of County agents and employees.

#### **3.2 Master Agreement Discrepancy Report**

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

The Master Agreement Administrator will determine whether a formal Master Agreement Discrepancy Report should be issued. Upon receipt of this document, the Contractor is required to respond in writing to the Master Agreement Administrator within three workdays, acknowledging the reported discrepancies or presenting contrary evidence. A plan for correction of all deficiencies identified in the Master Agreement Discrepancy Report must be submitted to the Master Agreement Administrator within five workdays.

- 3.3** The Master Agreement Administrator may issue a Master Agreement Discrepancy Report to the Contractor in any incident of failure to comply with the performance standards or other unacceptable performance. In the case of continuing deficiencies, the Master Agreement Administrator may issue a separate Master Agreement Discrepancy Report each day the deficiency continues.

- 3.4** The Director may excuse the incident, assess and collect liquidated damages in the manner and amounts described in the Statement of Work, Performance Requirements Summary or proceed with Master Agreement termination as provided in Appendix A (Sample Master Agreement), Section 8.42, Termination for Default.

#### **3.5 County Observations**

In addition to departmental contracting staff, other County personnel may observe performance, activities, and review documents relevant to this

Master Agreement at any time during normal business hours. However, these personnel may not unreasonably interfere with the Contractor's performance.

#### **4.0 CONTRACTOR'S RESPONSIBILITY**

##### **4.1 Contractor's Representative**

**4.1.1** The Contractor will designate a full-time employee as the Contractor's Representative (CR) who will be responsible for Contractor's day-to-day activities and will be available to County Staff on reasonable telephone notice. The Contractor may designate himself or herself as the CR. Work hours are to be 8:00 a.m. – 5:00 p.m., unless otherwise agreed to in advance. Any request to deviate from the work schedule must be submitted in writing at least two weeks in advance of any change.

**4.1.2** The CR will have full authority to act for the Contractor on all matters relating to the day-to-day operations of the Master Agreement work. The CR should be able to effectively communicate in English orally and in writing. The CR will make inspections, answer questions, resolve problems, respond to emergencies, keep logs and approve reports. The Contractor will obtain the approval of the CA before replacing the CR.

##### **4.2 Contractor's Staff**

**4.2.1** Personnel employed by the Contractor and assigned to perform Master Agreement work must undergo and pass a background investigation to the satisfaction of the County, in accordance with Appendix A, Sample Master Agreement, Section 7.5.

**4.2.2** Personnel assigned by the Contractor are subject to County's "Professional Appearance in the Workplace" Policy, Exhibit I, when working in County facilities.

**4.2.3** At its own expense, Contractor must confirm that persons performing Master Agreement services have the physical and mental ability necessary to perform specific required duties.

**4.2.4** Contractor's employees should not bring visitors into the workplace.

**4.2.5** Contractor's employees must not bring any form of weapons or contraband to County facilities.

**4.2.6** Contractor's employees must not bring any alcohol or drugs (excluding prescribed medication) or be under the influence of alcohol or drugs when in or on County facilities.

**4.2.7** Contractor's employees may be subject to authorized search by the Contractor, the CA and law enforcement.

**4.2.8** Contractor's employees must conduct themselves in a professional manner at all times; should not cause disturbance in any County

facility; and otherwise, are subject to all rules and regulations of the Department while in the workplace.

- 4.2.9** No personnel employed by the Contractor and assigned to any County facility should have a conviction of a serious non-traffic misdemeanor, theft or felonies.
- 4.2.10** All personnel assigned by the Contractor to perform Master Agreement work must at all times be employees of the Contractor and the Contractor will have the sole right to hire, suspend, discipline, or discharge employees. However, at the request of the County, the Contractor must immediately exclude any member of the Contractor's staff from working on this Master Agreement. The County reserves the right to bar any of the Contractor's staff from performing work on this Master Agreement.
- 4.2.11** At County's request, Contractor must immediately remove any employee who is performing the Master Agreement work in an unsatisfactory manner. The County will not be required to state the reason or otherwise justify its demand. The Contractor should provide an acceptable replacement within three hours.
- 4.2.12** Contractor will be solely responsible for providing to its employees all legally required employee benefits and County will not be called upon to assume any liability for the direct payment of any salaries, wages, or other compensation to any employees provided by the Contractor.
- 4.2.13** The Contractor must provide the County with a current list of its employees, including but not limited to management, and must keep this list updated during the Master Agreement term.

#### **4.3 Contractor's Office**

- 4.3.1** The Contractor will maintain an office within Los Angeles County at which its principal officers or owners may be contacted personally by email, mail or telephone.
- 4.3.2** Contractor's office must be staffed during regular business hours, 8:00 a.m. to 5:00 p.m., five days a week, by at least one employee. The Contractor must maintain communication systems that will enable the Department to contact the Contractor at all times during regular business hours.
- 4.3.3** The Contractor must provide an answering service and voicemail to receive calls at any time the Contractor's office is closed. The Contractor must monitor calls received on a daily basis when the Contractor's office is closed and must return calls during business hours not later than the next business day and as soon as reasonably possible if the call is designated urgent. The Contractor must respond to calls received by the answering service within one half-hour of receipt of the call. In addition, the Contractor shall

provide a 24-hour telephone number for immediate response to emergencies.

## **5.0 FACILITIES AND EQUIPMENT FURNISHED BY COUNTY**

**5.1** The County may provide Contractor's employees performing Master Agreement work with keys and/or gate cards required to gain access to the sites, when applicable. The Contractor's Representative must report any lost or stolen key or gate cards to the Master Agreement Administrator within 24 hours of discovery of its loss. The Contractor must reimburse the County for the cost of either re-keying or duplicating lost keys or cards as determined by the Director. All key and gate cards must be returned to the Master Agreement Administrator upon completion of personnel reassignment.

**5.2** The Contractor must not duplicate any key or gate card without the Master Agreement Administrator's prior written consent. Duplication of any key or gate card without this consent is a misdemeanor (Section 469 of the California Penal code), in addition to being a breach of the Master Agreement.

### **5.3 Vehicles**

Personnel provided by the Contractor may be required to drive County owned or leased vehicles in the performance of their duties.

## **6.0 EQUIPMENT FURNISHED BY CONTRACTOR**

### **6.1 Contractor to Furnish Supplies and Equipment**

Except for the items furnished by the County pursuant to Section 6.0, Contractor will provide all supplies and equipment necessary to perform the Master Agreement work.

### **6.2 Photo Identification**

Contractor must furnish and require every on-duty employee to wear a visible photo identification card identifying the employee by name, physical description and company. The card will be approved by the Master Agreement Administrator.

### **6.3 Vehicles**

Personnel provided by the Contractor may be required to drive their own vehicles in the performance of their duties.

## **7.0 SPECIFIC WORK REQUIREMENTS**

### **7.1 Temporary Personnel Staff**

Contractor must provide the services of sufficient and adequate temporary personnel staff to perform the Master Agreement work in accordance with an issued Work Order.

- 7.1.1 Personnel provided by the Contractor must be adults, 18 years of age and older, who are legally eligible to work under the laws of the United States of America and the State of California.
- 7.1.2 Personnel must be able to meet the requirements and perform the duties of the job classification being request by the Department.
- 7.1.3 Personnel provided by the Contractor must be able to fluently read, write, speak and understand English.
- 7.1.4 Personnel must be able to communicate effectively using reasonable judgment and discretion when required to orally express ideas, provide feedback, report statuses, and interpret and explain data when defending his/her position in the presentation of data.
- 7.1.5 Personnel provided by the Contractor must be accustomed to a complex, fast-paced, and high-pressure work environment.
- 7.1.6 Personnel provided by the Contractor may be required to handle sensitive materials and perform confidential duties. Personnel handling such matters must not, under any circumstances, communicate confidential data and/or materials to those who do not have a business need to know.
- 7.1.7 Personnel provided by the Contractor must present a neat, businesslike appearance in accordance with Exhibit I (Professional Appearance in the Workplace).

## **7.2 Services**

The Contractor must provide as-needed temporary personnel services at any locations listed in Exhibit H (Department Site Locations).

- 7.2.1 Services provided by Contractor's personnel must include, but are not limited to, the specifications listed in Exhibit G (Personnel Specifications).
- 7.2.2 Services must be performed during normal working hours, 7:00 a.m. to 6:00 p.m., Monday through Thursday. Personnel may also be required to work a Monday through Friday work schedule and adhere to the scheduled work hours for the assignment.
- 7.2.3 The CA may request work beyond normal work hours which must be compensated at the Contractor's normal hourly rates with no increase for overtime. The Contractor is responsible for any applicable overtime wages.

## **7.3 Requirements**

- 7.3.1 The Department must have the right to interview and/or to examine any prospective employee to be assigned to the Department to determine the skills of the individual provided.

- 7.3.2** The Department must not incur any charges for the first work day for any individual employee employed by the Contractor who does not pass the examination or interview, does not meet the experience requirements, or does not provide satisfactory service.
- 7.3.3** Contractor must ensure its employees meet the minimum qualifications of each assignment as specified in Exhibit G (Personnel Specifications). Any employee who does not meet the requirements specified in Exhibit G (Personnel Specifications) or do not otherwise satisfactorily complete an interview must be immediately replaced by the Contractor.
- 7.3.4** Contractor must be responsible for obtaining and verifying references of all personnel assigned to serve on this Master Agreement and supply copies of references as required by the CA.
- 7.3.5** The Contractor must perform other duties within the scope of the Master Agreement as required by the Director.
- 7.3.5** Personnel may be required to provide bilingual skills and must have the ability to speak, read and write in languages other than English when requested.
- 7.3.6** Contractor must ensure its employees complete and sign Exhibit Forms E1- E5 before a Work Order is executed.

## **8.0 WORK ORDERS**

Upon determination by County to request temporary personnel services, it is the County's intent to issue a Work Order to all Qualified Contractors on a rotational basis based on the Contractor's qualifications to provide the required job classification, along with the lowest cost (hourly rate); however, based on the needs of the County, the Department has the sole discretion to issue a Work Order to any of the Qualified Contractors.

### **8.1 Work Order Process**

Work Orders generally will be issued by the Department to Qualified Contractors in the following manner:

**8.1.1** Work Orders will be rotated between Qualified Contractors qualified in accordance with Exhibit J (Contractor's Job Classification Checklist) of this Master Agreement to provide the specified job classification(s) in accordance with Exhibit G (Personnel Specifications). If more than one Qualified Contractor meets the requested required qualifications, the County will execute the Work Order with the lowest cost Qualified Contractor based on proposed hourly rates provided in Exhibit 10 (Personnel Specification Pricing Sheet).

**8.1.2** Work Orders must contain the following:

1. Contractor's Name



2. Work Order Number / Master Agreement Number
3. Work Order Issue Date
4. Contractors Response Date
5. Requesting Division Contact Information
6. Personnel Classification
7. Hourly Billable Rate
8. Start Date/End Date/Total Hours
9. Notice to Proceed Issue Date

**8.1.3** Failure of Contractor to provide a written response and the required documentation in accordance with Exhibit D (Work Order) within the specified timeframe listed in the Work Order, may disqualify Contractor for that particular Work Order.

**8.2** All requests for temporary personnel will be assigned via release of a Work Order (Exhibit D). Invoices will not be paid in the absence of a completed Work Order for each assignment.

**8.3** Should a Contractor not be able to fulfill the requirements prior to or after full execution of the Work Order, the Department will proceed to the next Contractor on the rotation for the particular job classification.

**8.4** Exceptions by County

County's Contract Administrator may select a Qualified Contractor out of rotation when only one Qualified Contractor(s) is capable of providing the required job classification in fulfillment of Department's Work Order requirements.

**8.5** Work Orders are issued for periods not exceeding 720 hours for an assignment.

**8.6 Cancellation of a Work Order**

If Contractor has not provided the requested personnel within twenty-four (24) hours after the Department has made the request, the Department reserves the right to cancel the Work Order and request services from the next available Qualified Contractor.

## **9.0 PERFORMANCE REQUIREMENTS SUMMARY**

All listings of services used in the Performance Requirements Summary (PRS) are intended to be completely consistent with the Master Agreement and the SOW, and are not meant in any case to create, extend, revise, or expand any obligation of Contractor beyond that defined in the Master Agreement and the SOW. In any case of apparent inconsistency between services as stated in the Master Agreement and the SOW and this PRS, the meaning apparent in the Master Agreement and the SOW will prevail. If any service seems to be created in this



PRS which is not clearly and forthrightly set forth in the Contract and the SOW, that apparent service will be null and void and place no requirement on Contractor.

- 9.1** The Contractor agrees to and accepts the performance standards, including, but not limited to, the sums set forth as liquidated damages for unacceptable performance.

## MASTER AGREEMENT DISCREPANCY REPORT (CDR)

TO: \_\_\_\_\_

DATE ISSUED: \_\_\_\_\_

DATE DUE: \_\_\_\_\_

CONTRACT SERVICE: \_\_\_\_\_

CONTRACT NUMBER: \_\_\_\_\_

### DISCREPANCY PROBLEMS:

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### CONTRACTOR RESPONSE:

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### CONTRACTOR ACKNOWLEDGEMENT:

Signature of Contractor Representative: \_\_\_\_\_ Date: \_\_\_\_\_

Signature of County Contract Administrator/Monitor: \_\_\_\_\_ Date: \_\_\_\_\_

*For County Use Only*

### COUNTY EVALUATION OF CONTRACTOR RESPONSE:

Satisfactory: Yes ☐ No ☐ Follow-Up Needed: Yes ☐ No ☐ Action Completed: Yes ☐ No ☐

### COUNTY ACTIONS:

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\_\_\_\_\_  
Signature of County Contract Administrator/Monitor

\_\_\_\_\_  
Date

**PERFORMANCE REQUIREMENTS SUMMARY (PRS)**  
**Temporary Personnel Services**

<b>SPECIFIC PERFORMANCE REFERENCE</b>	<b>SERVICE</b>	<b>MONITORING METHOD</b>	<b>LIQUIDATED DAMAGES</b>
<b>MASTER AGREEMENT:</b> SECTION 8.37 – RECORD RETENTION & INSPECTION/AUDIT SETTLEMENT	Contractor must maintain all required records as specified.	Inspection of Files	\$50 per occurrence
<b>STATEMENT OF WORK:</b> SECTION 2.4 – SPECIAL EVENTS	Contractor must provide services for special events & programs at the Director's request.	Observation	\$100 per occurrence
<b>STATEMENT OF WORK:</b> SECTION 2.5 – EMERGENCIES	Contractor must make such services available within two hours' notice from the Department.	Observation & Documentation	\$50 per occurrence
<b>STATEMENT OF WORK:</b> SECTION 3.0 – COUNTY'S QUALITY ASSURANCE PLAN	Contractor must observe & comply with County's quality assurance plan.	Observation & Documentation	\$50 per occurrence
<b>STATEMENT OF WORK:</b> SECTION 4.3 – CONTRACTOR'S OFFICE	Contractor will maintain an office within Los Angeles County.	Observation	\$50 per occurrence
<b>STATEMENT OF WORK:</b> SECTION 4.3 – CONTRACTOR'S OFFICE	Department must be able to contact Contractor at all times during regular business hours.	Observation & Documentation	\$50 per occurrence
<b>STATEMENT OF WORK:</b> SECTION 5.0 – FACILITIES & EQUIPMENT - COUNTY	Contractor must report any lost or stolen key or gate cards within 24 hrs.	Observation & Documentation	\$100 per occurrence
<b>STATEMENT OF WORK:</b> SECTION 6.2 – PHOTO IDENTIFICATION	Contractor must furnish and require its personnel to wear visible photo identification.	Observation & Documentation	\$50 per occurrence
<b>STATEMENT OF WORK:</b> SECTION 7.0 – TEMPORARY PERSONNEL STAFF	Contractor's personnel must adhere to all specific work requirements as outlined in 7.0.	Review & Observation	\$150 per occurrence
<b>STATEMENT OF WORK:</b> SECTION 7.2 – SERVICES	Contractor's services must be performed during normal working hours 7:00 a.m. to 6:00 p.m., Monday through Thursday.	Review & Observation	\$100 per occurrence
<b>STATEMENT OF WORK:</b> SECTION 7.3 – REQUIREMENTS	Contractor must immediately replace any employee who does not meet specified requirements.	Observation	\$500 per occurrence
<b>STATEMENT OF WORK:</b> SECTION 8.0 – WORK ORDERS	Invoices will not be paid without a completed Work Order.	Observation & Documentation	\$100 per occurrence

## PERSONNEL SPECIFICATIONS

Exhibit G  
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CLASSIFICATION	DESCRIPTION
Accountant Clerk	<p>Performs accounting clerical work and maintenance of accounting records for a departmental accounting system. Serves as a clerical assistant to a higher-level in-charge accounting position, which has day-to-day responsibility for operation of the accounting system. Handles bookkeeping and associated financial-clerical work, spending a major portion of time performing a variety of tasks involved in maintaining the accounting records of a small general accounting system.</p> <p><u>Experience Required:</u> One year's clerical experience in the maintenance of financial or statistical records involving the coding, recording, checking tabulations and computation of data and completion of a high school level course in bookkeeping or elementary accounting. Must have some experience working with Microsoft Word and Excel.</p>
Intermediate Clerk	<p>Performs basic clerical duties in accordance with established procedures, which require minimum clerical knowledge or training. Duties may include sorting and filing; copying checking; posting of dates; input of data utilizing the Microsoft Office Suite; scanning documents; delivering of supplies; lifting and moving boxes, etc.</p> <p><u>Experience Required:</u> One-year general office experience. Must have some experience working with Microsoft Word and Excel.</p>
Information Technology Aide	<p>Diagnoses and resolves PC hardware and software issues for the Department. Sets up desktops, laptops and electronic tablets as needed including the loading of system and application software. Supports and maintains printers, copiers, cell phones, Blackberries and digital cameras. Maintains inventory of all electronic equipment including cell phones, Blackberries, desktop PCs, laptops, electronic tablets and digital cameras including serial numbers. Maintains inventory of all software residing on desktops, PCs, laptops and electronic tablets. Reviews and coordinates technical issues with the Computer Assistance Center Help Desk for Departmental staff. Provides support for the local area network (LAN) and wide area network (WAN).</p> <p><u>Experience Required:</u> Two (2) years of experience installing, configuring, testing, troubleshooting and repairing client computing devices and software, in a centralized Information Technology organization. A valid California Class C Driver License or the ability to utilize an alternative method of transportation when needed to carry out job-related essential functions. Must be able to lift a minimum of 30 pounds.</p>

## PERSONNEL SPECIFICATIONS

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CLASSIFICATION	DESCRIPTION
Typist-Clerk	<p>Performs typing and clerical work. Performs skilled typing work and clerical duties requiring a working knowledge of certain subject matter. Requires initiative and judgment with procedural and policy limits.</p> <p><u>Experience Required:</u> One year of office clerical experience. <i>Typing rate:</i> 40 words per minute. Must have some experience working with Microsoft Word and Excel.</p>
Senior Clerk	<p>Performs more technical and advanced clerical work. Requires a working knowledge of certain subject matter. Requires initiative and judgment with procedural and policy limits.</p> <p><u>Experience Required:</u> One year of office clerical experience. Must have experience working with Microsoft Word and Excel.</p>
Senior Typist-Clerk	<p>Performs skilled typing work and performs highly specialized clerical duties requiring knowledge of a particular function with responsibility for applying proper procedures and for carrying out the work with only general direction. Answers questions that require such things as searching for and abstracting technical data. Makes statistical computations and analyses, estimates of fees, etc. Makes the final check of permits, authorizations, etc., without higher-level review.</p> <p><u>Experience Required:</u> Two years office clerical experience involving typewriting. <i>Typing Rate:</i> 40 words per minute. Must have experience working with Microsoft Word and Excel.</p>
Staff Assistant	<p>Performs the housekeeping and record keeping functions, and conducts administrative studies of internal operations and procedures as an assistant to the manager. Analyzes and makes recommendations to the unit manager for the resolution of problems of work procedure and space allocation; and may participate in the implementation of changes resulting from recommendations. Prepares reports and projections of workload and staffing for the manager of the unit. Coordinates and resolves problems between the unit served and payroll, personnel, and other divisions and sections.</p> <p><u>Experience Required:</u> One year's experience in a staff capacity analyzing and making recommendations for the solution of problems of organization, procedures, programs, budget or personnel, or a highly responsible secretarial capacity, or a responsible supervisory clerical capacity. Must have the ability to analyze, interpret and present</p>

## PERSONNEL SPECIFICATIONS

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CLASSIFICATION	DESCRIPTION
	complex data to management orally and in writing. Must be proficient on a personal computer using MS Word and Excel. Must have experience in a fast-paced work environment. Must have excellent writing skills with good grammar and spelling.
Administrative Assistant	<p>Conducts administrative budget or personnel studies; analyzes internal operations and procedures; prepares comprehensive reports that include such things as recommendations.</p> <p><u>Experience Required:</u> Two years experience in a staff capacity analyzing and making recommendations for the solution of problems of organization, systems and procedures, programs, budget or personnel. Must have the ability to analyze, interpret and present complex data to management orally and in writing. Must be proficient on a personal computer using MS Word and Excel. Must have experience in a fast-paced work environment. Must have excellent writing skills with good grammar and spelling.</p>
Accountant I	<p>Performs a variety of difficult and complex non-supervisory accounting assignments. Performs assignments involving all of the following under immediate professional accounting supervision. Participates in a wide variety of assignments occurring within the annual accounting cycle including the annual set-up and maintenance of accounting books, the classification of transactions, trial balance, closing, and end of period adjustments. Assists in conducting cost surveys, revenue analyses, and other accounting studies; participates in writing reports of findings. Prepares complex accounting reports and schedules requiring a thorough understanding of the account structure and the relationship of data contained in the reports to the needs of management.</p> <p><u>Experience Required:</u> Graduation from an accredited college with twenty-one units of accounting.</p>
Accountant II	<p>Performs professional accounting and auditing work. Performs a variety of staff, systems, and cost accounting assignments in connection with the overall operation of an accounting system and has immediate responsibility for one or more of the following: Interpreting the accounting and other financial provisions of a variety of laws and regulations, recommending steps for their implementation. Conducting the less complex cost surveys, revenue analyses, and accounting systems and procedural studies, writing reports of findings in which recommendations for modifications or other actions are made, and participating in installation of systems and procedures. Compiling and evaluating complex consolidated and operating statements, final</p>

## PERSONNEL SPECIFICATIONS

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CLASSIFICATION	DESCRIPTION
	<p>accountings for large construction and other projects large budgets, and claims for reimbursement from other government agencies or private contractors. May serve as liaison with other County departments or governmental agencies concerning accounting matters. May review and participate in day-to-day accounting and bookkeeping operations such as setting up accounting books or subsidiary records, classifying accounting transactions, posting and journalizing, taking trial balance, reconciling and personally preparing year-end closing transactions as an incident to performing other more difficult accounting assignments.</p> <p><u>Experience Required:</u> Accounting Education: Completion of twenty-one units of accounting including at least two courses in advanced subjects such as cost accounting, governmental accounting or auditing in an accredited college, or equivalent accounting education. One year's professional accounting or auditing experience, or two years responsible or supervisory technical accounting experience.</p>
Procurement Aid	<p>Prepares various procurement documents and maintains related clerical records and controls. Processes blanket purchase orders and requisitions for a wide variety of supplies or services. Conducts research of vendor catalogs and establishes telephone contacts with operating personnel and vendors in connection with clarifying details of requests, locating supply sources, ascertaining unit costs and other pertinent factors. Places and expedites orders, resolves minor problems in connection with deliveries of wrong materials, shortages, damaged merchandise, etc. Assists with writing specifications and conducting product research. Arranges for returns of merchandise. Keeps records and prepares reports such as on the availability and price of certain products using the internet, trade journals, and other research tools. Analyzes requisitions from operating departments for non-stock items in order to identify item, maximize use of stock and/or standardized items, and standardize use of descriptive classification. Processes requests for emergency purchases, and assists departments in obtaining supplies from prescribed or other sources.</p> <p><u>Experience Required:</u> One year of experience in procurement or warehousing activities, including the performance of specialized clerical duties involving the ordering or warehousing of material using automated systems. Must have basic keyboarding skills, the ability to use commonly used word processing programs such as Microsoft Word and Excel. Must have the ability to access and retrieve information using video display terminals, and effective verbal and written communication skills.</p>

## PERSONNEL SPECIFICATIONS

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CLASSIFICATION	DESCRIPTION
Secretary	<p>Performs secretarial work with minimal supervision or instructions. Screens office callers and telephone calls, furnishes requested information, refers calls to others better qualified, and personally takes care of those calls which do not require the attention of the supervisor. Makes appointments and arranges conferences and meetings for staff and supervisors.</p> <p>Gathers data for general information purposes or special reports. Acts as an intermediary between supervisor and staff, transmitting messages, orders and requests, both written and verbal. Contacts other departments, employees, agencies and individuals for additional materials as necessary and may prepare reports for supervisor's approval upon request. Maintains office files and records, including those of a confidential nature. Check materials / mail being submitted for supervisor's attention to ascertain that all relevant data, files, signatures, etc., are included. Performs general office duties such as scheduling, timekeeping, and purchase requisitions.</p> <p><u>Experienced Required:</u> One year of highly responsible secretarial experience. Strong interpersonal skills with the ability to work effectively with staff, County departments and other agencies; strong organizational skills with the ability to work on multiple projects and assignments at the same time, meeting critical deadlines; strong written and oral communication skills with proficient grammar, punctuation, spelling and proofreading. Must be proficient on personal computers using Microsoft Word and Outlook. Typing rate: 40 net words per minute.</p>
Application Developer II	<p>Develops, maintains and modifies complex business application programs according to program specifications (or oversees this functionality as performed by vendors) by following all aspects of the software development life cycle in order to deliver the software products to the end user. Develops work plans and technical documents covering system architecture, conversion, integration, testing, and implementation for a system or complex enhancement to a system by utilizing industry tools (e.g., Visio, MS Project, etc.) in order to document for peer review and for future maintenance needs. Develops specifications for complex systems by analyzing the requirements and existing technologies in order to address and resolve departmental needs and evaluate the effectiveness of solutions. Creates and implements test plans by performing quality assurance and integration testing for complex application development/modification in order to validate the delivered product. Writes and executes programs to extract, transform, and load data for more complex system conversions by analyzing the formatting of the system components and determining</p>



## PERSONNEL SPECIFICATIONS

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CLASSIFICATION	DESCRIPTION
	<p>how to format the data in order to facilitate system integration.</p> <p>Prepares, reviews, and validates documents, policies, and user manuals by analyzing documents produced by others (e.g., other County departments, software and hardware vendors, etc.) in order to understand their products, issues, and policies to determine whether departmental needs and specifications are being met. Adheres to application development methodologies and standards by following industry-standard coding and development methods in order to ensure application development is conducted according to County standards and policies. Reviews and monitors vendor performance by tracking the deliverables and issues against the contractual requirements in order to ensure projects are completed on time, within budget, and according to specifications.</p> <p>May oversee installation of application software by analyzing the minimum requirements and the installation instructions in order to ensure the product will function on the destination device and not interfere with the operation of existing software products. May perform database management related activities for a specific application by administering the system in order to ensure the proper operation of the system.</p> <p><u>Experience Required:</u> Three (3) years of recent experience coding, testing and debugging application programs. Must have a minimum of two (2) years of experience writing C# code in .NET. A valid California Class C Driver License or the ability to utilize an alternative method of transportation when needed to carry out job-related essential functions.</p>
Marketing Assistant	<p>Assists with planning and executing the Department's special events and community programs. Assists with the development, design, production, and distribution of multi-media marketing materials (e.g., flyers, brochures, press releases, social media posts, radio copy, digital graphic assets, etc.) to support the promotion of the Department's events and programs. Tracks vendor invoices for accuracy to ensure they do not exceed the Purchase Order before submitting them for payment. Creates and maintains an expenditure spreadsheet for each event and program. Conducts market research for trends and identify companies as potential sponsors for new and existing marketing programs. Assists with collecting and analyzing data related to the Department's events and programs, then generating reports from the data on a regular basis.</p>

## PERSONNEL SPECIFICATIONS

Exhibit G  
Page 7 of 7

CLASSIFICATION	DESCRIPTION
	<u>Experience Required:</u> Two (2) years of recent experience in private or public sector marketing and implementing marketing events and programs.

## **Site Locations**

### **1. ADMINISTRATIVE HEADQUARTERS**

13837 Fiji Way  
Marina del Rey, CA 90292

### **2. ADMINISTRATIVE SERVICES DIVISION**

4640 Admiralty Way, Suite 300  
Marina del Rey, CA 90292

### **3. BOATHOUSE**

13640 Mindanao Way  
Marina del Rey, CA 90292

### **4. BOATING SERVICES**

13575 Mindanao Way  
Marina del Rey, CA 90292

### **5. BURTON W. CHACE PARK COMMUNITY BUILDING**

13650 Mindanao Way  
Marina del Rey, CA 90292

### **6. DOCKWEILER BEACH MAINTENANCE YARD**

8255 Vista del Mar  
Playa Del Rey, CA 90292

### **7. DOCKWEILER BEACH RV PARK**

12001 Vista del Mar  
Playa del Rey, CA 90293

### **8. DOCKWEILER YOUTH CENTER**

12505 Vista del Mar  
Playa del Rey, CA 90245

### **9. KNOB HILL MAINTENANCE YARD**

743 Esplanade  
Redondo Beach, CA 90277

### **10. MANHATTAN BEACH MAINTENANCE YARD**

3621 The Strand  
Manhattan Beach, CA 90266

### **11. MARINA MAINTENANCE YARD**

13555 Fiji Way  
Marina del Rey, CA 90292

### **12. MARINA NORTH TOWER**

4640 Admiralty Way  
Marina del Rey, CA 90292

### **13. PERMITS**

4601 Lincoln Blvd.  
Marina del Rey, CA 90292

### **14. TRAILER COMPLEX**

13483 Fiji Way  
Marina del Rey, CA 90292

### **15. VENICE BEACH MAINTENANCE YARD**

2300 Ocean Front Walk  
Venice, CA 90291

### **16. VISITORS' CENTER**

4701 Admiralty Way  
Marina del Rey, CA 90292

### **17. WAREHOUSE**

516 N. Broadway  
Redondo Beach, CA

### **18. WILL ROGERS BEACH MAINTENANCE YARD**


16300 Pacific Coast Highway  
Pacific Palisades, CA 90272

### **19. ZUMA BEACH MAINTENANCE YARD**

30100 Pacific Coast Highway  
Malibu, CA 90265



*County of Los Angeles*  
*Department of Human Resources*  
**POLICIES, PROCEDURES, AND GUIDELINES**

Subject:	Policy Number: 512	Pages: 3
<b>PROFESSIONAL APPEARANCE IN THE WORKPLACE</b>	Effective Date: December 31, 2009	
	Approved By: 	

### **POLICY**

This policy is intended to clarify County Code 5.72.010. County employees are required to wear clothing suitable to their occupations, as may be determined by their respective Department Heads. Employees shall furnish and maintain in suitable and appropriate condition such clothing and associated articles at their own expense except as otherwise expressly provided for by the Board of Supervisors. Employees should maintain a neat and professional appearance in the performance of their duties.

### **GUIDELINES**

County departments provide a wide variety of programs and services and the professional image of our workforce is critical to fostering public confidence and providing "effective and caring service." Therefore, these guidelines on professional appearance are intended to:

- Foster respect and earn the confidence of our customers, the public, vendors and fellow employees.
- Promote a positive work environment and limit distractions.
- Ensure safety and security while working.

The County of Los Angeles respects the diversity of its residents and its workforce. This policy provides guidelines on dress and appearance appropriate to the nature of the work environment, nature of work performed, involvement with the service provided to the public, and/or other circumstances or business needs as defined by the Department Head.

Employees are expected to abide by the following standards:

- Employees shall present a neat, clean, and professional appearance in their performance of duties at all times based on the employee's assignment and/or work location.

<b>Subject: PROFESSIONAL APPEARANCE IN THE WORKPLACE</b>	<b>Policy Number: 512</b> <b>Effective Date: December 31, 2009</b>
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- Employees must dress in a manner that will not hinder their ability to effectively complete their work assignments, including consideration of the communities served, customer expectations, business needs or standards of the department and the employee's safety.
- Employees are expected to practice personal hygiene that does not interfere with the public and/or co-workers in their work environment.
- Employees should be mindful of, and dress appropriately for, special events, meetings and appointments with customers.
- Official photo identification badges and uniforms (where applicable) should be worn in the performance of County business and in all County facilities in order to identify employees as legitimate County representatives.
- Employees shall abide by specific dress requirements intended to ensure job-related safety such as when operating equipment or machinery, working with potentially dangerous chemicals, or for public health consideration.

Except as noted or approved by the Department Head, employees may not wear the following:

- T-shirts or clothing articles that may create a hostile or abusive work environment, such as sexually suggestive cartoons, pictures, or words
- Denim pants or jean-style pants of any color (some exceptions may include assignments in the field)
- Pants below the waistline or low-rise pants showing undergarments
- Low front or tops, halter tops, bare midriffs
- Flip-flop styled sandals
- Athletic wear, e.g., gym or sweat pants, leggings, jogging outfits, shorts, spandex, worn during work hours. Exception for break time when walking, running, etc.
- Torn, frayed, or ripped clothing
- Excessively tight fitting or oversized (baggy) garments
- Visible excessive number of earrings and/or studs; no nose, eyebrow, lips, tongue rings and/or studs
- Tattoos, must be reasonably covered (with exception for cultural or religious purposes)

Exceptions to this policy may be made by the Department Head in circumstances such as County or Department-sponsored events, special occasions, seasonal weather changes, and business casual days, but may also be made based on requests for reasonable accommodation (e.g., religious, cultural, disability, etc.).

<b>Subject: PROFESSIONAL APPEARANCE IN THE WORKPLACE</b>	<b>Policy Number: 512</b> <b>Effective Date: December 31, 2009</b>
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### Dress Policy Enforcement

This policy is intended to provide guidelines on dress and appearance and is not meant to address all situations. Therefore, depending on the nature of the work environment, nature of work performed, involvement with the public, or other circumstances, there may be some differences in dress guidelines. Consistent with this policy, exceptions can be made at the department level by the Department Head with approval from the Director of Personnel due to the nature of work, special events, and business casual days. Employees who report to work and are not in compliance with this policy may be sent home to change and return to work, unless some other remedy can be arranged, such as an employee putting on a jacket.

Any questions regarding the dress policy within your department should be directed to your Departmental Human Resources Manager.

### AUTHORITY

County Code, Title 5 Personnel, Section 5.72.010 - Suitable clothing to be worn.  
County of Los Angeles Employee Handbook, Section C, Performance Expectations.

### DATE ISSUED/REVIEW DATE

Original Issue Date:  
February 10, 2009

**Los Angeles County Department of Beaches & Harbors  
Contractor's Job Classifications Checklist  
Temporary Personnel Services**

Contractor asserts that it meets the Minimum Mandatory Qualifications and can provide the required temporary personnel job classifications in accordance with Exhibit G – Personnel Specifications of the Master Agreement, in the following areas:

Please indicate by checking either "YES" or "NO" for each classification below:

<u>Personnel Job Classifications</u>	YES	NO
1. Accountant Clerk		
2. Intermediate Clerk		
3. Information Technology Aide		
4. Typist-Clerk		
5. Senior Clerk		
6. Senior Typist-Clerk		
7. Staff Assistant		
8. Administrative Assistant		
9. Accountant I		
10. Accountant II		
11. Procurement Aid		
12. Secretary		
13. Application Developer II		
14. Marketing Assistant		

On behalf of \_\_\_\_\_ (Contractor's name), I \_\_\_\_\_ (Name of Contractor's authorized representative), certify that the information contained in this Exhibit J - Contractor's Job Classification Checklist is true and correct. Contractor agrees to the Hourly Billable Rates in Exhibit G – Job Specifications, for each of the classifications outlined above.

\_\_\_\_\_  
Contractor's Representative Name (please print)

\_\_\_\_\_  
Representative's Title

\_\_\_\_\_  
Representative's Signature/Date

**AS-NEEDED TEMPORARY PERSONNEL SERVICES  
MASTER AGREEMENT LIST**

- Good People, Inc.
- Health Advocates Network, Inc. dba Staff Today
- Info Way Solutions, LLC
- R.L. Klein & Associates



# BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

<b>CLUSTER AGENDA REVIEW DATE</b>	2/1/2023		
<b>BOARD MEETING DATE</b>	2/28/2023		
<b>SUPERVISORIAL DISTRICT AFFECTED</b>	<input type="checkbox"/> All <input type="checkbox"/> 1 <sup>st</sup> <input type="checkbox"/> 2 <sup>nd</sup> <input type="checkbox"/> 3 <sup>rd</sup> <input type="checkbox"/> 4 <sup>th</sup> <input checked="" type="checkbox"/> 5 <sup>th</sup>		
<b>DEPARTMENT(S)</b>	Department of Parks and Recreation		
<b>SUBJECT</b>	APPROVE AN AMENDMENT TO THE OPERATING AGREEMENT BETWEEN THE COUNTY OF LOS ANGELES AND RRM-CLM SERVICES, LLC DBA VISTA RECREATION FOR THE OPERATION AND MANAGEMENT OF THE FRANK G. BONELLI RECREATIONAL VEHICLE PARK AGREEMENT NUMBER 10446		
<b>PROGRAM</b>	Operation and Maintenance of Frank G. Bonelli Recreational Vehicle Park		
<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 (REVENUE TO THE COUNTY)</b>	Total Annual Revenue: \$200,000		Funding source: N/A
	TERMS (if applicable): Upon execution of the Amendment for the assignment, Vista shall pay a transfer fee of \$200,000 to the Department. The transfer fee shall be payable to the County in full either within 30 days after execution of the Amendment or prior to the close of any escrow, whichever occurs first.		
<b>PURPOSE OF REQUEST</b>	<p>Approval of the recommended actions will delegate authority to the Director of Parks and Recreation to execute an amendment to the operating agreement between the County of Los Angeles and Urban Parks Concessionaire for the operation and management of the Frank G. Bonelli Recreational Vehicle Park, Agreement Number 10446, to assign all rights and interests under the agreement to RRM-CLM Services, LLC, dba Vista Recreation.</p> <p>In addition, the Department of Parks and Recreation requests the Board of Supervisors' approval to enter into sole source negotiations of an amendment with Vista Recreation to expand the demised premise of Agreement Number 10446, to include the area formerly known as the Special Events Venue for the development of the additional area for new camping opportunities and a new special events venue, and to delegate</p>		

	<p>authority to the Director of Parks and Recreation, or her designee, to execute amendments to Agreement Number 10446, upon approval as to form by County Counsel, for (a) adjustments to the Operating Responsibilities to improve public services or protect public safety, (b) additions and/or changes required by the Board of Supervisors or Chief Executive Office, or (c) changes required to be in compliance with applicable County of Los Angeles and/or State of California regulations</p>
<p><b>BACKGROUND</b> (include internal/external issues that may exist including any related motions)</p>	<p>On April 30, 2019, the County of Los Angeles (County) Board of Supervisors (Board) approved Contract Number 10446 (Agreement) with Urban Park Concessionaires (UPC) for the operation and maintenance of the RV Park. The term of the agreement is for 20 years and will expire on May 31, 2039.</p> <p><u>Proposed Amendment Number Two – Assignment of Agreement Number 10446</u></p> <p>On November 17, 2021, the Department of Parks and Recreation (Department) received notice of a pending purchase agreement between UPC and RRM-CLM Services, LLC, dba Vista Recreation (Vista) for the sale of all assets with the intent to assign all rights and interests under the Agreement to Vista and requested the County to amend the Agreement accordingly. Vista operates over 700 recreational locations in 16 different states. Vista is acquiring all of UPC's concession agreements, including the Bonelli RV Park. Vista is committed to maintaining staff and services for a seamless transfer of operation of the Bonelli RV park. A transfer fee equal to the greater of \$200,000 or 40% of the Fair Market Value (FMV) is due for any transfer or assignment. Vista acquired all of UPC's assets in gross and it was not feasible to reasonably determine the FMV, therefore, the Department requests authority to accept a transfer fee of \$200,000.</p> <p>Approval of the recommended actions will delegate authority to the Director of Parks and Recreation (Director) to execute Amendment Number Two, to assign the Agreement from UPC to Vista; and delegate authority to the Director of the County of Los Angeles Department of Parks and Recreation, or her designee, to execute amendments to Agreement Number 10446, upon approval as to form by County Counsel, for (a) adjustments to the Operating Responsibilities to improve public services or protect public safety, (b) additions and/or changes required by the Board of Supervisors or Chief Executive Office, or (c) changes required to be in compliance with applicable County of Los Angeles and/or State of California regulations.</p> <p><u>Proposed Sole Source Expansion of Agreement Number 10446 to Include the Bonelli Special Events Venue</u></p> <p>The Bonelli Special Events Venue (SEV) is located on about 14 acres of land adjacent to, and sharing the same road with, the RV Park. The approval of recommended actions will authorize the Director, or her designee, to enter into sole source negotiations of an amendment with</p>

	<p>Vista Recreation to expand the demised premise of Agreement Number 10446 to include the area formerly known as the SEV for the development of the additional area for new camping opportunities and a new special events venue. A competitive solicitation to identify another contractor who will develop, maintain, and operate the new SEV camping area is not recommended as this may result in similar, adjacently located businesses that leads to aggressive competition, confusion for customers, and overall inefficiency. A single operator improves efficiency and has the highest likelihood of operator success and a better park visitor experience.</p> <p>The SEV was previously developed as a special events venue and hot tubs rental venue by a private contractor in 1985. It included 20 hot tubs; photography sites with views of Puddingstone Lake; two outdoor event sites with views of Puddingstone Lake; and, a building with a wedding changing room, snack shop, restrooms, and an office. The contractor maintained and operated the SEV through December 2015, until the operating contract expired. After a thorough inspection, the SEV was closed due to the level of upgrades, refurbishments, and improvements needed by the facility that rendered it unsafe. Upon its closure the Department secured the site and no services have been provided to the public since then. Due to the SEV's dilapidated condition and repeated incidents of vandalism and trespassing, the Department demolished the unsafe structures, including the hot tubs, and cleared the site in 2022.</p> <p>By expanding the SEV area to the RV Park operating Agreement, the Department will be able to provide additional camping opportunities, including "glamping" and yurt camping, to the residents of Los Angeles County and beyond, realize a new source of revenue and savings from any costs that are currently expended to maintaining the area, and alleviate the vandalism problems the Department is currently experiencing in this specific area. Furthermore, expansion would meet customer demand and support the variety of recreational activities and amenities available at Bonelli, including the swimming beach, boating dock, fishing, picnic areas, hiking trails, equestrian center, and the Raging Waters theme park.</p>
<b>EQUITY INDEX OR LENS WAS UTILIZED</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:
<b>SUPPORTS ONE OF THE NINE BOARD PRIORITIES</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please state which one(s) and explain how:
<b>DEPARTMENTAL CONTACTS</b>	Name, Title, Phone # & Email: RUBEN LOPEZ, CHIEF OF CONTRACTS AND PROCUREMENT DIVISION (626) 588-5300, <a href="mailto:rlopez@parks.lacounty.gov">rlopez@parks.lacounty.gov</a> BRENDA TOVAR, CONTRACTS SECTION HEAD (626) 588-5272, <a href="mailto:btovar@parks.lacounty.gov">btovar@parks.lacounty.gov</a>



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

Norma E. García-González, Director

Alina Bokde, Chief Deputy Director

February 28, 2023

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

Dear Supervisors:

**APPROVE AN AMENDMENT TO THE OPERATING AGREEMENT BETWEEN THE  
COUNTY OF LOS ANGELES AND RRM-CLM SERVICES, LLC  
DBA VISTA RECREATION FOR THE OPERATION AND MANAGEMENT OF THE  
FRANK G. BONELLI RECREATIONAL VEHICLE PARK  
AGREEMENT NUMBER 10446  
(SUPERVISORIAL DISTRICT 5) (3-VOTES)**

**SUBJECT**

Approval of the recommended actions will delegate authority to the Director of the County of Los Angeles Department of Parks and Recreation to execute an amendment to the operating agreement between the County of Los Angeles and Urban Parks Concessionaire for the operation and management of the Frank G. Bonelli Recreational Vehicle Park, Agreement Number 10446, to assign all rights and interests under the agreement to RRM-CLM Services, LLC, dba Vista Recreation.

In addition, the Department of Parks and Recreation requests the Board of Supervisors' approval to enter into sole source negotiations of an amendment with Vista Recreation to expand the demised premise of Agreement Number 10446, to include the area formerly known as the Special Events Venue for the development of the additional area for new camping opportunities and a new special events venue. The Department of Parks and Recreation will return to the Board to seek approval of a proposed amendment.

**IT IS RECOMMENDED THAT YOUR BOARD:**

1. Find that the proposed approval of Amendment Number Two to Agreement Number 10446 is categorically exempt from the California Environmental Quality Act, for the reasons stated in this Board Letter and in the record of the agreement amendment.

2. Delegate authority to the Director of the County of Los Angeles Department of Parks and Recreation, or her designee, to execute Amendment Number Two to assign all rights and interests under Agreement Number 10446 for the operation and management of Frank G. Bonelli Recreational Vehicle Park, from Urban Parks Concessionaire to RRM-CLM Services, LLC, dba Vista Recreation, and accept a transfer fee of \$200,000.
3. Authorize the Director of the County of Los Angeles Department of Parks and Recreation, or her designee, to enter into sole source negotiations of an amendment with Vista Recreation to expand the demised premise of Agreement Number 10446 to include the area formerly known as the Special Events Venue for the development of the additional area for new camping opportunities and a new special events venue. Upon completion of the negotiation, the County of Los Angeles Department of Parks and Recreation will return to the Board to seek approval of a proposed amendment with a sole source checklist demonstrating that it remains in the County of Los Angeles' best interest to expand the scope of Agreement Number 10446.
4. Delegate authority to the Director of the County of Los Angeles Department of Parks and Recreation, or her designee, to execute amendments to Agreement Number 10446, upon approval as to form by County Counsel, for (a) adjustments to the Operating Responsibilities to improve public services or protect public safety, (b) additions and/or changes required by the Board of Supervisors or Chief Executive Office, or (c) changes required to be in compliance with applicable County of Los Angeles and/or State of California regulations.

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

The Frank G. Bonelli (Bonelli) Recreational Vehicle Park (RV Park) was developed in 1978 and contains 518 full hookup recreational vehicle sites, three group tenting areas, and twenty-five family camping sites. The RV Park has always been operated and maintained by a private sector contractor.

On April 30, 2019, the County of Los Angeles (County) Board of Supervisors (Board) approved Contract Number 10446 (Agreement) with Urban Park Concessionaires (UPC) for the operation and maintenance of the RV Park. The term of the agreement is for 20 years and will expire on May 31, 2039.

#### **Proposed Amendment Number Two – Assignment of Agreement Number 10446**

On November 17, 2021, the Department of Parks and Recreation (Department) received notice of a pending purchase agreement between UPC and RRM-CLM Services, LLC, dba Vista Recreation (Vista) for the sale of all assets with the intent to assign all rights

and interests under the Agreement to Vista and requested the County to amend the Agreement accordingly. Vista operates over 700 recreational locations in 16 different states. Vista is acquiring all of UPC's concession agreements, including the Bonelli RV Park. Vista is committed to maintaining staff and services for a seamless transfer of operation of the Bonelli RV park. A transfer fee equal to the greater of \$200,000 or 40% of the Fair Market Value (FMV) is due for any transfer or assignment. Vista acquired all of UPC's assets in gross and it was not feasible to reasonably determine the FMV, therefore, the Department requests authority to accept a transfer fee of \$200,000.

Approval of the recommended actions will delegate authority to the Director of Parks and Recreation (Director) to execute Amendment Number Two, to assign the Agreement from UPC to Vista and add or modify County standard provisions, as required by the Board.

Proposed Sole Source Expansion of Agreement Number 10446 to Include the Bonelli Special Events Venue

The Bonelli Special Events Venue (SEV) is located on about 14 acres of land adjacent to, and sharing the same road with, the RV Park. The approval of recommended actions will authorize the Director, or her designee, to enter into sole source negotiations of an amendment with Vista Recreation to expand the demised premise of Agreement Number 10446 to include the area formerly known as the SEV for the development of the additional area for new camping opportunities and a new special events venue. A competitive solicitation to identify another contractor who will develop, maintain, and operate the new SEV camping area is not recommended as this may result in similar, adjacently located businesses that leads to aggressive competition, confusion for customers, and overall inefficiency. A single operator improves efficiency and has the highest likelihood of operator success and a better park visitor experience.

The SEV was previously developed as a special events venue and hot tubs rental venue by a private contractor in 1985. It included 20 hot tubs; photography sites with views of Puddingstone Lake; two outdoor event sites with views of Puddingstone Lake; and, a building with a wedding changing room, snack shop, restrooms, and an office. The contractor maintained and operated the SEV through December 2015, until the operating contract expired. After a thorough inspection, the SEV was closed due to the level of upgrades, refurbishments, and improvements needed by the facility that rendered it unsafe. Upon its closure, the Department secured the site and no services have been provided to the public since then. Due to the SEV's dilapidated condition and repeated incidents of vandalism and trespassing, the Department demolished the unsafe structures, including the hot tubs, and cleared the site in 2022.

By expanding the SEV area to the RV Park Operating Agreement, the Department will be able to provide additional camping opportunities, including "glamping" and yurt camping,

to County residents and beyond, realize a new source of revenue and savings from any costs that are currently expended to maintaining the area, and alleviate the vandalism problems the Department is currently experiencing in this specific area. Furthermore, expansion would meet customer demand and support the variety of recreational activities and amenities available at Bonelli, including the swimming beach, boating dock, fishing, picnic areas, hiking trails, equestrian center, and the Raging Waters theme park.

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

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

### **FISCAL IMPACT/FINANCING**

Upon execution of the amendment for the assignment, Vista shall pay a transfer fee of \$200,000 to the Department. The transfer fee shall be payable to the County in full either within 30 days after execution of the amendment or prior to the close of any escrow, whichever occurs first.

The Department anticipates that the sole source negotiation will result in additional revenue to the County.

### **OPERATING BUDGET IMPACT**

The Department will deposit the transfer fee of \$200,000 in its FY 2022-23 Operating Budget, as one-time revenue that will be used for health and safety priority projects at Bonelli Park.

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

Pursuant to Section 6.0, Change Notices and Amendments, of the Agreement, the Agreement may be amended only by further written Agreement between the parties. Any such amendment shall not be effective unless and until executed by the Contractor and in the case of the County, until approved by the Board.

On December 23, 2020, pursuant to the Board's July 21, 2020 authorization for the implementation of economic relief measures due to the COVID-19 pandemic, the County and UPC executed Amendment Number One to mitigate the economic impacts to UPC

caused by mandatory closures of non-essential businesses due to the COVID-19 pandemic.

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

### **ENVIRONMENTAL DOCUMENTATION**

The approval of Amendment Number Two to Agreement Number 10446 consists of operation and leasing of existing facilities with negligible or no expansion of existing use and is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to section 15301 of the State CEQA Guidelines.

The proposed development of the SEV area into additional camping sites and a new special events venue within the added demised premise, is within a class of projects that have been determined not to have a significant effect on the environment and which meets the criteria set forth in section 15303 (e) of the State CEQA Guidelines and Class 3 (b) of the County's Environmental Document Reporting Procedures and Guidelines, Appendix G. The amendment will involve the construction of small new structures.

In addition, based on the proposed amendment 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.

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

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

Approval of this action will ensure continued services by Vista for the operation and management of the RV Park and allow for the Director to streamline future amendments, suspension, termination, or assignment, if deemed necessary.

### **CONCLUSION**

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

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



Honorable Board of Supervisors  
February 28, 2023  
Page 6

rlopez@parks.lacounty.gov, or Ms. Kimberly Rios at (626) 588-5368 or  
krios@parks.lacounty.gov.

Respectfully submitted,

Norma E. García-González  
Director

NEGG:AB:MR  
RL:BT:rc

Enclosure

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

**AMENDMENT NUMBER TWO TO AGREEMENT NUMBER 10446  
OPERATING AGREEMENT BETWEEN THE COUNTY OF LOS ANGELES  
AND RRM-CLM SERVICES, LLC DBA VISTA RECREATION  
FOR THE OPERATION AND MANAGEMENT OF THE  
FRANK G. BONELLI RECREATIONAL VEHICLE PARK**

This Amendment Number Two "Amendment" to Agreement Number 10446 "Agreement" is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2023 by and between the County of Los Angeles, hereinafter referred to as "**County**", and RRM-CLM Services, LLC dba Vista Recreation, hereinafter referred to as "**Vista**".

**W I T N E S S E T H:**

**WHEREAS**, on April 30, 2019, the County of Los Angeles (County) Board of Supervisors (Board) approved Contract Number 10446 (Agreement) with Urban Park Concessionaires for the provision of operating and maintaining the Frank G. Bonelli Recreational Vehicle Park (RV Park); and

**WHEREAS**, pursuant to Section 6.0, Change Notices and Amendments, the Agreement may be amended only by further written Agreement between the parties. Any such amendment shall not be effective unless and until executed by Contractor and in the case of County, until approved by the Board; and

**WHEREAS**, on December 23, 2020, by Amendment One, a deferral of required lump-sum Capital Improvement Fund contribution was approved to provide economic relief from the negative impacts of the operating restrictions and closures resulting from the COVID-19 pandemic; and

**WHEREAS**, on November 17, 2021, the Department of Parks and Recreation (Department) received notice of a pending purchase agreement between Urban Park Concessionaires and Vista for the sale of all assets with the intent to assign all rights and interests under the Agreement to Vista and requested to amend the Agreement accordingly; and

**WHEREAS**, pursuant to Section 15.39.4 of the Agreement, upon execution of this Amendment Number Two (Amendment), Vista shall pay a transfer fee of \$200,000. Said

sum shall be payable to County in full either within thirty (30) days after execution of this Amendment or prior to the close of any escrow, whichever occurs first; and

**WHEREAS**, the County reserves the right to amend other terms and conditions in the Agreement as they become necessary.

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

1. **ASSIGNMENT**

- 1.1 Upon the Effective Date of this Amendment, all rights and responsibilities under the Agreement and any and all amendments thereto are hereby assigned from Urban Park Concessionaires to Vista. All references to "Urban Park Concessionaires" in the Agreement shall hereafter refer to Vista, and Vista shall be and remain fully liable and responsible to the County under all the current terms, conditions, covenants, and provisions of the Agreement and any and all amendments thereto, which express conditions, covenants, and provisions Vista hereby accepts and agrees to. The approval of County, Vista, and Urban Park Concessionaires to this assignment is documented in the ASSIGNMENT AND ASSUMPTION, added and attached hereto, as EXHIBIT U.
- 1.2 Vista hereby assumes all of the rights, title, obligations, interests, and liabilities in and to the Agreement.
- 1.3 Vista fully accepts, succeeds to and assumes, and agrees to fully and faithfully perform, and to be fully responsible for the Agreement and each and every term covenant, condition, obligation, responsibility, and liability thereof and arising thereunder, including, without limitation, those already accrued and outstanding as of the date of this Amendment.
- 1.4 Within thirty (30) days after the Effective Date of this Amendment or prior to close of any escrow, whichever occurs first, Vista shall pay to County \$200,000. Payment may be mailed or otherwise delivered to the Treasurer/Tax Collector, P.O. Box 54927, Los Angeles, California 90054-

0927. Please indicate the agreement number and the words "Assignment" on the check.

2. Section 15.6, **FACSIMILE AND ELECTRONIC REPRESENTATIONS**, is deleted in its entirety and replaced as follows:

**15.6 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 6.0 (Change Notices and 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.

3. Section 15.30, **NOTICES TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW**, is deleted in its entirety and replaced as follows:

**15.30 Concessionaire's Acknowledgement of County's Commitment To Safely Surrendered Baby Law and Notice to Employees**

The Concessionaire acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Concessionaire understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's poster, Exhibit E (Safely Surrendered Baby Law) in a prominent position at the Concessionaire's place of business. The Concessionaire will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. Information and

posters for printing are available at <https://lacounty.gov/residents/family-services/child-safety/safe-surrender/>.

The Concessionaire shall notify and provide to its employees and shall require each subcontractor to notify and provide to its employees, information regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The information is set forth in Exhibit E, Safely Surrendered Baby Law of this Agreement. Additional information is available at: <https://lacounty.gov/residents/family-services/child-safety/safe-surrender/>.

4. Section 15.31, **NOTICES**, is amended to replace the Contractor's address as follows:

#### **15.31 NOTICES**

RRM-CLM Services LLC dba  
Vista Recreation  
1440 Camper View Road  
San Dimas, CA 91773  
Attention: Warren Meyer

5. Section 15.39, **TRANSFERS**, subsection 15.39.4 is deleted in its entirety and replaced as follows:

In the event Contractor requests the prior written consent of Director to give, assign, transfer or grant control of this Contract, and Director gives written consent to the assignment, the County may assess a transfer fee on the assignee. The amount and structure of this fee will be set based on a best practices review conducted by a qualified concession expert mutually agreed to by County and Contractor, the costs of such study work to be paid by Contractor up to a maximum amount of \$50,000. In the absence of such a study, the transfer fee shall be assumed to be \$200,000. Said fee shall be

payable to County in full either within thirty (30) days after said consent is given or prior to the close of any escrow, whichever occurs first. Prior to Director's consent to such assignment, the Contractor shall first deliver to assignee a written schedule of all sums due and owing to County from the Contractor with such schedule in a form subject to the approval of the Director in all respects, and second, shall deliver to Director, as part of the acceptance of the assignment, a written acknowledgment by the assignee that the assignee a) affirms the sums due and owing to County and b) accepts responsibility for payment of such sums directly to County. Exempted from said transfer fee shall be an assignment for which the Director, in Director's sole discretion, determines that the ownership interests in this Contract have remained unchanged, such as a change in the legal or fictitious name of the Contractor without any other change in the equity, in beneficial use of, or legal title of the Contract as an asset, or the income produced thereby.

6. Add Section 34.0, **DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS**, as follows:

**34.0 Damage to County Facilities, Buildings or Grounds**

- 34.1** 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.
- 34.2** 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.

7. Add Section 35.0, **NON-EXCLUSIVITY**, as follows:

**35.0 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. Add Section 36.0, **PROHIBITION AGAINST INDUCEMENT OR PERSUASION**, as follows:

**36.0 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 (1) 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.

9. Add Section 37.0, **PROHIBITION FROM PARTICIPATION IN FUTURE SOLICITATION(S)**, as follows:

**37.0 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.

10. Add Section 38.0, **INJURY AND ILLNESS PREVENTION PROGRAM**, as follows:

**38.0 Injury and Illness Prevention Program**

Contractor will be required to comply with the State of California's Cal OSHA's regulations. California Code of Regulations Title 8 Section 3203 requires all California employers to have a written, effective Injury and Illness Prevention Program (IIPP) that addresses hazards pertaining to the particular workplace covered by the program.

11. Add Section 39.0, **COVID-19 VACCINATIONS OF COUNTY CONTRACTOR PERSONNEL**, as follows:

**39.0 COVID-19 Vaccinations of County Contractor Personnel**

**39.1** 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 Agreement; and/or 3) coming into contact with the public while performing services under this Agreement (collectively, "In-Person Services").

**39.2** 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").



- 39.3** 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 Agreement 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 Agreement and must provide such records to the County for audit purposes, when required by County.
- 39.4** 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 Agreement, and/or 3) coming into contact with the public while performing services under this Agreement:

**39.4.1** 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.

**39.4.2** 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.

**39.4.3** Engage in proper physical distancing, as determined by the applicable County department that the Agreement 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 T (COVID-19 Vaccination Certification of Compliance) is a required part of any agreement with the County.

12. Add Section 40.0, **SURVIVAL**, as follows:

#### **40.0 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:

Section 1.0 (Applicable Documents)

Section 2.0 (Definitions)

Section 6.0 (Change Notices and Amendments)

Section 8.0 (Record Retention and Inspection/Audit Settlement)

Section 14.27 (Confidentiality)

Section 15.13 (Termination for Default)

Section 15.21 (Fair Labor Standards)

Section 15.22 (Force Majeure; Time Extensions)

Section 15.23 (Governing Law, Jurisdiction, and Venue)

Section 15.25 (Indemnification)

Section 15.26 (General Provisions for all Insurance Coverage)

Section 15.27 (Insurance Coverage)

Section 15.31 (Notices)

Section 15.39 (Transfers)

Section 15.40 (Validity)

Section 15.41 (Waiver)

Section 37.0 (Prohibition from Participation in Future Solicitations(s))

Section 40.0 (Survival)

13. Exhibit E – **SAFELY SURRENDERED BABY LAW**, is deleted in its entirety and replaced with revised Exhibit E, attached hereto.
14. Exhibit T – **COVID-19 VACCINATION CERTIFICATION OF COMPLIANCE**, is added and attached hereto, as referenced under Section 39.0.

15. Exhibit U – **ASSIGNMENT AND ASSUMPTION**, is added and attached hereto, as referenced hereto.

16. **AUTHORIZATION**

This amendment must bear the signature of the person authorized to sign on behalf of Vista, to bind Vista in an agreement, and will bear sole and complete responsibility for all work performed under this Agreement.

17. **RATIFICATION**

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

18. **EFFECTIVE DATE**

This Amendment shall become fully effective on the date (the “Effective Date”) that this Amendment is fully executed by the Parties.

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

**COUNTY OF LOS ANGELES**

By \_\_\_\_\_  
Norma E. García-González, Director  
Department of Parks and Recreation

**RRM-CLM SERVICES LLC  
DBA VISTA RECREATION**

By \_\_\_\_\_  
Warren Meyer, President

**APPROVED AS TO FORM:**

Dawyn R. Harrison  
Interim County Counsel

By Rory L. Allen  
Deputy County Counsel

# 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**

**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.



**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)**

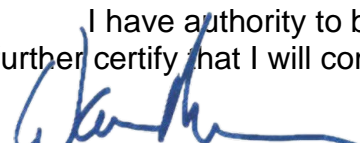
I, Warren Meyer, on behalf of RRM-CLM Services dba Vista Recreation, (the  
 “Contractor”), certify that on County Contract 10446 Bonelli Bluffs [ENTER  
 CONTRACT NUMBER AND NAME]:

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

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

\*Contractor Personnel includes subcontractors.

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

  
 \_\_\_\_\_  
 Signature

8-1-2022

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 President

\_\_\_\_\_  
 Title

\_\_\_\_\_  
 RRM-CLM Services dba Vista Recreation

\_\_\_\_\_  
 Company/Contractor Name

EXHIBIT U

**ASSIGNMENT AND ASSUMPTION  
OF AGREEMENT NUMBER 10446  
FOR THE OPERATION AND MAINTENANCE OF THE  
FRANK G. BONELLI RECREATIONAL VEHICLE PARK**

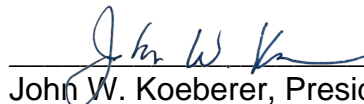
Urban Park Concessionaires ("UPC") does hereby assign, transfer, grant, convey and set over unto RRM-CLM Services LLC dba Vista Recreation ("Vista"), without further liability for performance thereon, all right, title and interest in and to that certain Agreement for the operation and maintenance of the Frank G. Bonelli and Recreational Vehicle Park, Agreement Number 10446 dated April 30, 2019, hereinafter referred to as "Agreement", and assigned from UPC to Vista on \_\_\_\_\_, 2022, made and entered into between the County of Los Angeles and Vista.

Vista does hereby accept the foregoing assignment of the Agreement and assumes responsibility for performance of all promises, covenants, and conditions of said Agreement on the part of the Assignee therein named to be performed.


Upon receipt of the Director of Parks and Recreation's written consent to the assignment, a transfer fee equal to \$200,000 shall be paid to the County by Vista. Pursuant to Section 15.39.4 of the Agreement, said amount shall be paid to the County within thirty (30) days after said consent is given or prior to close of any escrow, whichever occurs first.

It is understood that this assignment is not effective until the date of approval by the Director of the County of Los Angeles Department of Parks and Recreation pursuant to Section 15.39.1 of said Agreement.

**Assignor: Urban Park Concessionaires  
a California corporation**

  
\_\_\_\_\_  
John W. Koeberer, President

**Assignee: RRM-CLM Services  
LLC dba Vista Recreation, a Delaware  
limited liability company**

  
\_\_\_\_\_  
Warren Meyer, President

Date: 7/29/2022

Date: 8/1/2022

# BOARD LETTER/MEMO CLUSTER FACT SHEET

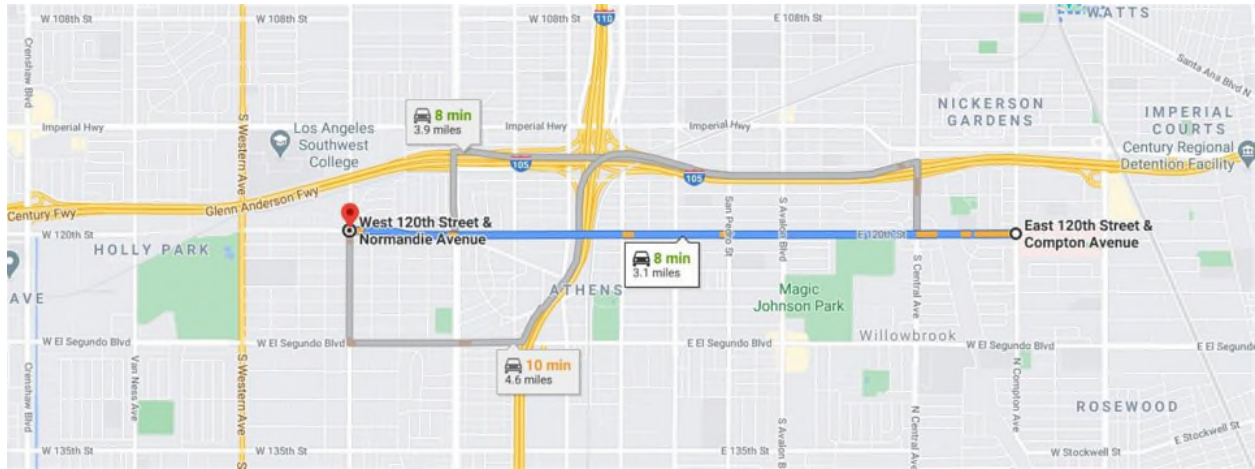
☒ Board Letter

☐ Board Memo

☐ Other

<b>CLUSTER AGENDA REVIEW DATE</b>	2/1/2023		
<b>BOARD MEETING DATE</b>	2/28/2023		
<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>	Construction Contract for 120th Street Traffic Signal Safety Project		
<b>PROGRAM</b>	Federal Highway Safety Improvement Program		
<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>	Advertise and receive bids before April 4, 2023.		
<b>COST &amp; FUNDING</b>	Total cost: \$3,100,000	Funding source: Funding for this project is included in the Road Fund Fiscal Year 2022-2023 Budgets and reimbursable through the Federal Highway Safety Improvement Program Cycle 8 Grant.	
	TERMS (if applicable): N/A		
	Explanation: N/A		
<b>PURPOSE OF REQUEST</b>	Request Board approval to procure a construction contract for the 120th Street Traffic Signal Safety Project in the unincorporated communities of Athens-Westmont and Willowbrook.		
<b>BACKGROUND (include internal/external issues that may exist including any related motions)</b>	The proposed Construction Contract is to install and modify traffic signals; reconstruct curb and gutter and curb ramps; and install striping and pavement markings to include fully protected left-turn phasing.  The traffic signal upgrade projects will take place at the intersections of 120th Street at Normandie Avenue and 120th Street at Compton Avenue.		
<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 #7: Sustainability. This 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 # & Email: Steve Burger, Deputy Director, (626) 458-4018, cell (626) 476-9847, <a href="mailto:sburger@dpw.lacounty.gov">sburger@dpw.lacounty.gov</a>		

**120TH STREET TRAFFIC SIGNAL SAFETY PROJECT**  
**PROJECT ID NO. TDS0001708**





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

February 28, 2023

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  
ADOPT, ADVERTISE, AND AWARD  
120TH STREET TRAFFIC SIGNAL SAFETY PROJECT  
PROJECT ID NO. TDS0001708  
IN THE UNINCORPORATED COMMUNITIES OF ATHENS-WESTMONT AND  
WILLOWBROOK  
(SUPERVISORIAL DISTRICT 2)  
(3 VOTES)**

**SUBJECT**

Public Works is seeking Board approval to procure a construction contract for the 120th Street Traffic Signal Safety Project in the unincorporated communities of Athens-Westmont and Willowbrook.

**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 adopt the plans and specifications that are on file in Project Management Division III of Public Works for the 120th Street Traffic Signal Safety Project at an estimated construction contract cost between \$1,100,000 and \$1,400,000.

3. Instruct the Executive Officer of the Board of Supervisors to advertise for bids in accordance with the Instruction Sheet for Publishing Legal Advertisement, that are to be received before 11 a.m. on April 4, 2023, in accordance with the Notice Inviting Bids.
4. Delegate authority to the Director of Public Works or his designee to determine whether the bid of the apparent responsible contractor with the lowest apparent responsive bid is, in fact, responsive and, if not responsive, to determine which apparent responsible contractor submitted the lowest responsive bid.
5. Find pursuant to State Public Contract Code Section 3400 (c) 2 that it is necessary to specify the designated items by specific brand name to match other products already in use on a particular public improvement either completed or in the course of completion.
6. Delegate authority to the Director of Public Works or his designee to award and execute a construction contract for the 120th Street Traffic Signal Safety Project with the responsible contractor with the lowest responsive bid within or less than the estimated cost range of \$1,100,000 and \$1,400,000, or that exceeds the estimated cost range by no more than 15 percent, if additional funds have been identified.
7. 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 final completion; and (5) release retention money withheld consistent with the requirements of State Public Contract Code, Sections 7107 and 9203.

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

Approval of the recommended actions will find that the project is exempt from the California Environmental Quality Act (CEQA) and allow Public Works to construct various traffic signal improvements at the intersections of 120th Street at Normandie Avenue and 120th Street at Compton Avenue (see Enclosure A).

The project consists of installation and modification of traffic signals; reconstruction of curb and gutter and curb ramps; and installation of striping and pavement markings to include fully protected left-turn phasing. Public Works conducted a left-turn study of the intersections. Recommendations from the study included fully protected left-turn phasing at each intersection. The project will implement the fully protected left-turn phasing and incorporate other safety improvements.

The County's Vision Zero Action Plan, which was adopted by the Board of Supervisors on August 3, 2020, identifies portions of 120th Street, Normandie Avenue, and Compton Avenue as Collision Concentration Corridors. The project will implement safety elements that are aligned with the Vision Zero initiative and can help reduce traffic fatalities.

It is anticipated the work will start in December 2023 and be completed in April 2024.

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

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

#### **FISCAL IMPACT/FINANCING**

There will be no impact to the County General Fund.

The estimated construction contract cost to complete this project is in the range of \$1,100,000 to \$1,400,000 with a maximum construction contract cost to be 15 percent above this range. The total project cost is estimated to be \$3,100,000. In addition to the construction contract cost, the total project cost includes the preparation of plans and specifications, survey, right-of-way and utility clearances, inspection, contract administration, change order contingency, environmental mitigation, and other County services.

The project will be administered under the Federal Highway Safety Improvement Program covered by Agreement No. 78542 with the State of California. Under this program, Federal-aid grant funds in the amount of \$957,800 will be used to finance a portion of the project cost.

The project will be funded using the State of California Road Maintenance and Rehabilitation Account funds allocated to the County under the Road Repair and Accountability Act of 2017, Senate Bill 1. Funding for this project is included in the Road Fund (B03-Capital Assets – Infrastructure and B03 – Services and Supplies) Fiscal Year 2022-23 Budget.

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

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

State Public Contract Code Section 3400 allows a product to be designated by specific brand name for several purposes, one of which is to match other products in use on a particular public improvement either completed or in the course of completion, if the awarding authority makes a finding, and language is included in the Notice Inviting Bids. The Notice Inviting Bids includes language describing this finding.

A list of specific brand names and qualified purposes in accordance with the State Public Contract Code is provided in Enclosure B.

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**

The proposed project is exempt from CEQA. The project to implement traffic signal improvements is within a class of projects that have been determined not to have a significant effect on the environment and which meets the criteria set forth in Section 15301 (c) of the State CEQA Guidelines and Class 1 (x) Subsections 4, 14, and 22 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**

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:

<http://www.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, to increase opportunities for small businesses, Public Works will be coordinating with the Office of Small Business at the Department of Economic Opportunity to maximize outreach.

## **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 and pedestrian, thereby benefiting the community.

**CONCLUSION**

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

Respectfully submitted,

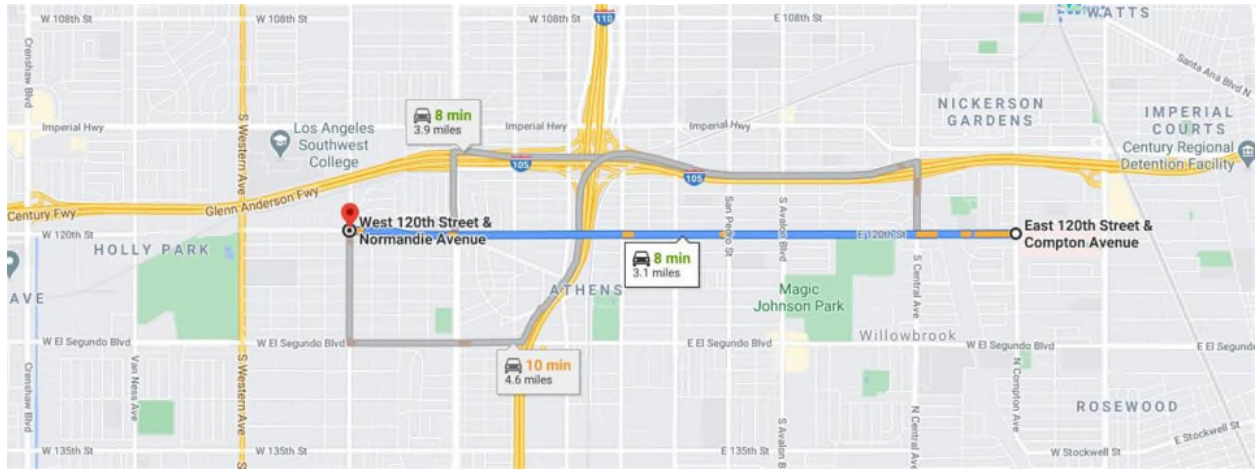
MARK PESTRELLA, PE  
Director of Public Works

MP:RLG:smg

Enclosures

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

**120TH STREET TRAFFIC SIGNAL SAFETY PROJECT**  
**PROJECT ID NO. TDS0001708**



**PROJECT NAME:** 120TH STREET TRAFFIC SIGNAL SAFETY PROJECT  
**PROJECT ID NO.:** TDS0001708

**List of specific brand names in accordance with State Public Contract Code Section 3400:**

	<u>Item/Category</u>	<u>Manufacturer</u>	<u>Model</u>	<u>PCC 3400 Justification*</u>	<u>Detailed Justification</u>
1.	Traffic Signal Controller Software	Fourth Dimension Traffic	D4 Firmware (Version 1.5L-39)	(2)	D4 Firmware in the 2070 Advanced Traffic Controller is necessary to maintain compatibility with the current traffic control system used in Public Works' Traffic Management Center.
2.					
3.					
4.					
5.					
6.					
7.					
8.					
9.					
10.					
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12.					
13.					
14.					
15.					

\*(1) In order that a field test or experiment may be made to determine the product's suitability for future use. (2) In order to match other products in use on a particular public improvement either completed or in the course of completion. (3) In order to obtain a necessary item that is only available from one source. (4) (a) In order to respond to an emergency declared by a local agency but only if the declaration is approved by a four-fifths vote of the governing board of the local agency issuing the invitation for bid or request for proposals; and (b) In order to respond to an emergency declared by the State, a State agency, or political subdivision of the State but only if the facts setting forth the reasons for the finding of the emergency are contained in the public records of the authority issuing the invitation for bid or request for proposals.

# BOARD LETTER/MEMO CLUSTER FACT SHEET

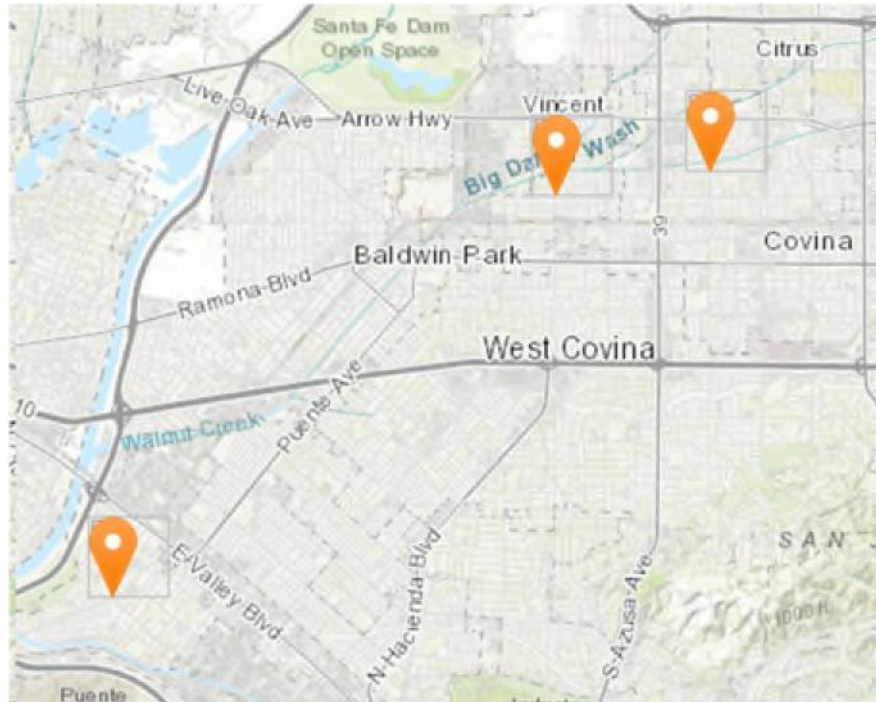
☒ Board Letter

☐ Board Memo

☐ Other

<b>CLUSTER AGENDA REVIEW DATE</b>	2/1/2023		
<b>BOARD MEETING DATE</b>	2/28/2023		
<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 San Gabriel Valley Traffic Signal Safety Project Group 1		
<b>PROGRAM</b>	Federal Highway Safety Improvement Program		
<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>	Advertise and receive bids before April 4, 2023.		
<b>COST &amp; FUNDING</b>	Total cost: \$1,300,000	Funding source: Funding for this project is included in the Road Fund Fiscal Year 2022-2023 Budgets and reimbursable through the Federal Highway Safety Improvement Program Cycle 8 Grant.	
	TERMS (if applicable): N/A		
	Explanation: N/A		
<b>PURPOSE OF REQUEST</b>	Request Board approval to procure a construction contract for the San Gabriel Valley Traffic Signal Safety Project Group 1 in the unincorporated communities of Avocado Heights, Bassett, Covina, and North Whittier.		
<b>BACKGROUND (include internal/external issues that may exist including any related motions)</b>	<p>The proposed construction contract is to install and modify traffic signals, street lights, and all other appurtenant work, such as electrical equipment, pavement, poles, etc.</p> <p>The traffic signal upgrade projects will take place at the intersections of Covina Boulevard at Hollenbeck Avenue; Cypress Street at Vincent Avenue; and Workman Mill Road at Lomitas Avenue.</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 #7: Sustainability. This 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 # & Email: Steve Burger, Deputy Director, (626) 458-4018, Cell (626) 476-9847. <a href="mailto:sburger@pw.lacounty.gov">sburger@pw.lacounty.gov</a>		

**San Gabriel Valley Traffic Signal Project Group 1**  
**Project ID No. TDS0001707**





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

February 28, 2023

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  
ADOPT, ADVERTISE, AND AWARD  
SAN GABRIEL VALLEY TRAFFIC SIGNAL SAFETY PROJECT GROUP 1  
PROJECT ID NO. TDS0001707  
IN THE UNINCORPORATED COMMUNITIES OF AVOCADO HEIGHTS, BASSETT,  
COVINA, AND NORTH WHITTIER  
(SUPERVISORIAL DISTRICT 1)  
(3 VOTES)**

**SUBJECT**

Public Works is seeking Board approval to procure a construction contract for the San Gabriel Valley Traffic Signal Safety Project Group 1 project in the unincorporated communities of Avocado Heights, Bassett, Covina, and North Whittier.

**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 adopt the plans and specifications that are on file in Project Management Division III of Public Works for the San Gabriel Valley Traffic Signal Safety Project Group 1 project at an estimated construction contract cost between \$1,000,000 to \$1,300,000.

3. Instruct the Executive Officer of the Board of Supervisors to advertise for bids in accordance with the Instruction Sheet for Publishing Legal Advertisement that are to be received before 11 a.m. on April 4, 2023, in accordance with the Notice Inviting Bids.
4. Delegate authority to the Director of Public Works or his designee to determine whether the bid of the apparent responsible contractor with the lowest apparent responsive bid is, in fact, responsive and, if not responsive, to determine which apparent responsible contractor submitted the lowest responsive bid.
5. Find pursuant to State Public Contract Code Section 3400 (c) 2 that it is necessary to specify the designated items by specific brand name to match other products already in use on a particular public improvement either completed or in the course of completion.
6. Delegate authority to the Director of Public Works or his designee to award and execute a construction contract for the San Gabriel Valley Traffic Signal Safety Project Group 1 project with the responsible contractor with the lowest responsive bid within or less than the estimated cost range of \$1,000,000 and \$1,300,000 or that exceeds the estimated cost range by no more than 15 percent, if additional funds have been identified.
7. Delegate to the Director of Public Works or his designee the following authority in connection with this contract: (1) extend the date and time for the receipt of bids consistent with the requirements of State Public Contract Code, Section 4104.5; (2) allow substitution of subcontractors and relief of bidders upon demonstration of the grounds set forth in State Public Contract Code, Sections 4100 et seq. and 5100 et seq., respectively; (3) approve and execute change orders within the same monetary limits delegated to the Director of Public Works or his designee under Section 2.18.050 of the Los Angeles County Code; (4) accept the project upon its final completion; and (5) release retention money withheld consistent with the requirements of State Public Contract Code, Sections 7107 and 9203.

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

Approval of the recommended actions will find the project exempt from the California Environmental Quality Act (CEQA) and allow Public Works to construct traffic signal improvements at the intersections of Covina Boulevard at Hollenbeck Avenue, Cypress Street at Vincent Avenue, and Workman Mill Road at Lomitas Avenue (see Enclosure A).



The project consists of the installation and modification of traffic signals; reconstruction of curbs and gutters and curb ramps; and installation of striping and pavement markings to include fully protected left-turn phasing. Public Works conducted left-turn studies at various intersections. Recommendations from the study included fully protected left-turn phasing at each intersection. The project will implement the fully protected left-turn phasing and incorporate other safety improvements.

The County's Vision Zero Action Plan, which was adopted by the Board of Supervisors on August 3, 2020, identifies portions of Covina Boulevard, Cypress Street, and Vincent Avenue as Collision Concentration Corridors. The project will implement safety elements that are aligned with the Vision Zero initiative and can help reduce traffic fatalities.

It is anticipated the work will start in November 2023 and be completed in April 2024.

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

These recommendations support the County Strategic Plan: Strategy III.3, Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability, Objective III.3.2, Manage and Maximize County Assets. The recommended action supports 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 \$1,000,000 to \$1,300,000 with a maximum construction contract cost to be 15 percent above this range. The total project cost is estimated to be \$2,400,000. In addition to the construction contract cost, the total project cost includes the preparation of plans and specifications, survey, right-of-way and utility clearances, inspection, contract administration, change order contingency, environmental mitigation, and other County services.

The project will be administered under the Federal Highway Safety Improvement Program covered by Agreement No. 78542 with the State of California. Under this program, Federal-Aid Grant Funds in the amount of \$1,252,100 will be used to finance a portion of the qualifying project cost.

The project will be funded using the State of California Road Maintenance and Rehabilitation Account funds allocated to the County under the Road Repair and Accountability Act of 2017, Senate Bill 1. Funding for this project is included in the Road Fund (B03-Capital Assets – Infrastructure and B03 – Services and Supplies) Fiscal Year 2022-23 Budget.

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

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

State Public Contract Code Section 3400 allows a product to be designated by specific brand name for several purposes, one of which is to match other products in use on a particular public improvement either completed or in the course of completion, if the awarding authority makes a finding and language is included in the Notice Inviting Bids. The Notice Inviting Bids includes language describing this finding.

A list of specific brand names and qualified purposes in accordance with the State Public Contract Code is provided in Enclosure B.

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**

The proposed project is exempt from CEQA. The project to improve traffic signal safety is within a class of projects that have been determined not to have a significant effect on the environment and which meets the criteria set forth in Section 15301 (c) of the State CEQA Guidelines and Class 1 (x) Subsections 4, 5, 14, and 22 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**

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://www.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 Economic Opportunity to maximize outreach.

## **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 and pedestrians thereby benefiting the community.

The Honorable Board of Supervisors  
February 28, 2023  
Page 5

**CONCLUSION**

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

Respectfully submitted,

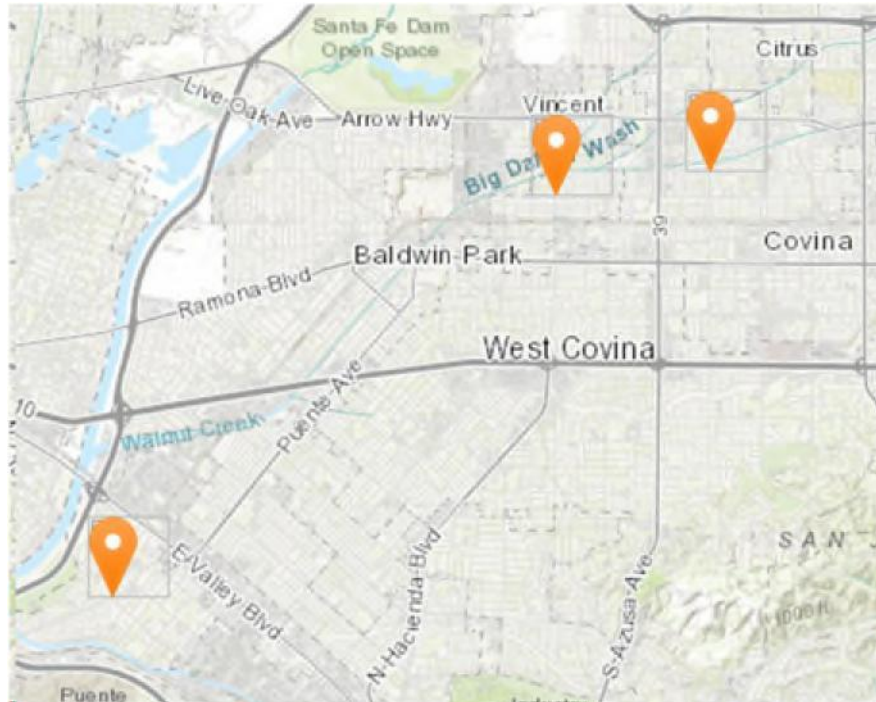
MARK PESTRELLA, PE  
Director of Public Works

MP:RLG:dw

Enclosures

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

**San Gabriel Valley Traffic Signal Project Group 1**  
**Project ID No. TDS0001707**



**PROJECT NAME: SAN GABRIEL VALLEY TRAFFIC SIGNAL SAFETY PROJECT GROUP 1**  
**PROJECT ID NO.: TDS0001707**

**List of specific brand names in accordance with State Public Contract Code Section 3400:**

	<b><u>Item/Category</u></b>	<b><u>Manufacturer</u></b>	<b><u>Model</u></b>	<b><u>PCC 3400 Justification*</u></b>	<b><u>Detailed Justification</u></b>
1.	Traffic Signal Controller Software	Fourth Dimension Traffic	D4 Firmware (Version 1.5L-39)	(2)	D4 firmware in the 2070 Advanced Traffic Controller is necessary to maintain compatibility with the current traffic control system used in Public Works' Traffic Management Center.
2.					
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\*(1) In order that a field test or experiment may be made to determine the product's suitability for future use. (2) In order to match other products in use on a particular public improvement either completed or in the course of completion. (3) In order to obtain a necessary item that is only available from one source. (4) (A) In order to respond to an emergency declared by a local agency, but only if the declaration is approved by a four-fifths vote of the governing board of the local agency issuing the invitation for bid or request for proposals. (B) In order to respond to an emergency declared by the state, a state agency, or political subdivision of the state, but only if the facts setting forth the reasons for the finding of the emergency are contained in the public records of the authority issuing the invitation for bid or request for proposals.

# BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

<b>CLUSTER AGENDA REVIEW DATE</b>	2/1/2023	
<b>BOARD MEETING DATE</b>	2/28/2023	
<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>	Public Works is seeking Board approval to assign California Public Utilities Commission Tariff Rule 20A work credit allocations, available to the Fourth Supervisorial District, to the City of Lakewood for the city's proposed undergrounding of overhead utilities.	
<b>PROGRAM</b>	N/A	
<b>AUTHORIZES DELEGATED AUTHORITY TO DEPT</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
<b>SOLE SOURCE CONTRACT</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why:	
<b>DEADLINES/ TIME CONSTRAINTS</b>	None	
<b>COST &amp; FUNDING</b>	Total cost: \$0	Funding source: N/A
	TERMS (if applicable): N/A	
	Explanation: N/A	
<b>PURPOSE OF REQUEST</b>	The purpose of the recommended action is to authorize the County of Los Angeles to assign the California Public Utilities Commission (CPUC) Tariff Rule 20A work credit allocations, available to the Fourth Supervisorial District, to the City of Lakewood to underground overhead utilities and find that the recommended action is exempt from the California Environmental Quality Act (CEQA).	
<b>BACKGROUND (include internal/external issues that may exist including any related motions)</b>	<p>The CPUC makes Tariff Rule 20A work credit allocations available to local jurisdictions for undergrounding of utilities within underground utility districts. Southern California Edison (SCE) administers the undergrounding program, including assigning the allocations to local agencies, and performs the construction work. A portion of the Fourth Supervisorial District's currently allocated Tariff Rule 20A funds will be assigned to the City of Lakewood.</p> <p>The City of Lakewood intends to fund the undergrounding of the electrical distribution and transmission lines through Rule 20A work credit allocations in the amount of \$5,000,000 available to the City plus \$3,000,000 in County assigned Rule 20A work credit allocation to the City. The undergrounding project on Lakewood Boulevard is from Del Amo Boulevard to the north city limit at Ashworth Street, approximately 1.5 miles.</p> <p>The County supports the City of Lakewood's Lakewood Boulevard project, which will provide public benefit, and will assign \$3,000,000 of its Rule 20A work credit allocation to the City.</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: <b>Board Priority #7: Sustainability</b> – The project will deliver a more livable and economically stronger community.	

<b>DEPARTMENTAL CONTACTS</b>	Name, Title, Phone # & Email: Rossana D'Antonio, Deputy Director, (626) 458-4004, cell phone (626) 476-4234, <a href="mailto:rdanton@pw.lacounty.gov">rdanton@pw.lacounty.gov</a> .
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MARK PESTRELLA, Director

# COUNTY OF LOS ANGELES

## DEPARTMENT OF PUBLIC WORKS

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

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

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

February 28, 2023

IN REPLY PLEASE  
REFER TO FILE:

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

DRAFT

Dear Supervisors:

**MUNICIPAL SERVICES CORE SERVICE AREA  
APPROVAL OF AN ASSIGNMENT OF TARIFF RULE 20A FUNDS TO  
CITY OF LAKEWOOD  
(SUPERVISORIAL DISTRICT 4)  
(3 VOTES)**

**SUBJECT**

Public Works is seeking Board approval to assign California Public Utilities Commission Tariff Rule 20A work credit allocations, available to the Fourth Supervisorial District, to the City of Lakewood for the city's proposed undergrounding of overhead utilities.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Find that the recommended action is exempt from the provisions of the California Environmental Quality Act for the reasons stated in this letter and in the record of the project.
2. Authorize the Director of Public Works, or his designee, as an agent of the County of Los Angeles, to assign California Public Utilities Commission Tariff Rule 20A work credit allocations, available to the Fourth Supervisorial District, in the total amount of \$3,000,000, to the City of Lakewood for the city's proposed future undergrounding of overhead utilities on Lakewood Boulevard in the City of Lakewood.

**PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The purpose of the recommended action is to authorize the County of Los Angeles to assign the California Public Utilities Commission (CPUC) Tariff Rule 20A work credit allocation, available to the Fourth Supervisorial District, to the City of Lakewood to underground overhead utilities and find that the recommended action is exempt from the California Environmental Quality Act (CEQA).

DRAFT

The CPUC makes Tariff Rule 20A work credit allocations available to local jurisdictions for undergrounding of utilities within underground utility districts. Southern California Edison (SCE) administers the undergrounding program, including assigning the allocations to local agencies, and performs the construction work. A portion of the Fourth Supervisorial District's currently allocated Tariff Rule 20A funds will be assigned to the City of Lakewood.

The City of Lakewood intends to fund the undergrounding of the electrical distribution and transmission lines through Rule 20A work credit allocations in the amount of \$5,000,000 available to the City plus \$3,000,000 in County assigned Rule 20A work credit allocation to the City. The undergrounding project on Lakewood Boulevard is from Del Amo Boulevard to the north city limit at Ashworth Street, approximately 1.5 miles.

The County supports the City of Lakewood's Lakewood Boulevard project, which will provide public benefit, and will assign \$3,000,000 of its Rule 20A work credit allocation to the City.

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

These recommendations support the County Strategic Plan: Strategy III.3, Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability. The recommended action ensures that resources are expended in a responsible, efficient, and strategic manner.

### **IMPACT/FINANCING**

There will be no adverse impact to the County General Fund. CPUC Tariff Rule 20A work credit allocations, available to the Fourth Supervisorial District, in the amount of \$3,000,000, will be utilized for the undergrounding project in the City of Lakewood. The cost of the proposed undergrounding of other existing overhead utility lines within the street right of way would be borne by the affected utilities. The County of Los Angeles will assign the City of Lakewood \$3,000,000 from its available Rule 20A Tariff work credit allocation.

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

Under the CPUC Tariff Rule 20A Program, the County is allowed to assign its Rule 20A work credit allocations to cities within the County for their Rule 20A projects. The City of Lakewood formed Underground Utility District No. 14 on December 13, 2022, for its Lakewood Boulevard project, and has determined that the project qualifies to be funded by Rule 20A funds. The City of Lakewood is currently working with SCE to implement their projects. Upon allocation of the CPUC Tariff Rule 20A funding to the City

DRAFT

of Lakewood, SCE will begin design services for the proposed undergrounding of its overhead utility lines. SCE will manage the design and construction of this work, utilizing the available Rule 20A work credit allocations available to the city including the contribution from the County.

### **ENVIRONMENTAL DOCUMENTATION**

The recommended action of assigning CPUC Tariff Rule 20A work credit allocations, available to the County, to the City of Lakewood for their undergrounding projects is exempt from the California Environmental Quality Act (CEQA). The City of Lakewood's project to provide undergrounding of existing overhead electrical and communication facilities is within a class of projects that have been determined not to have a significant effect on the environment, meeting the criteria set forth in Section 15302, subsection (d), of the CEQA Guidelines. In addition, based on the proposed project records, it will comply with applicable regulations; 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 inappropriate.

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

There will be no negative impact on current County services or projects as a result of assigning CPUC Tariff Rule 20A work credit allocations, available to the Fourth Supervisorial District, to the City of Lakewood.

### **CONCLUSION**

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

Respectfully submitted,

MARK PESTRELLA, PE  
Director of Public Works

MP:AVV:la

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>	2/1/2023				
<b>BOARD MEETING DATE</b>	2/28/2023				
<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>	Naples Island Pump Stations Rehabilitation – Phase I				
<b>PROGRAM</b>	Flood Control District Fund				
<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>	In order to secure funding from the Flood Control District Fund and keep project construction on schedule with long-lead time for Coastal Commission permit.				
<b>COST &amp; FUNDING</b>	Total cost: \$6,750,000	Funding source: Flood Control District Fund			
	TERMS (if applicable): N/A				
	Explanation: Up to \$6,750,000 is the estimated construction contract cost not-to-be-exceeded amount. The total project cost is \$8,400,000 with County services.				
<b>PURPOSE OF REQUEST</b>	To obtain Board approval to procure a construction contract for Naples Island Pump Stations Rehabilitation – Phase I in the City of Long Beach.				
<b>BACKGROUND (include internal/external issues that may exist including any related motions)</b>	<p>The critical equipment maintaining the continuous operations at each pump station is nearing the end of its 50-year life and needs to be removed and replaced. The project scope includes installation of submersible pumps, lighting upgrades, maintenance access upgrades, telemetry, and miscellaneous electrical system upgrades.</p> <p>No community concerns are expected. Public Works mailed project information flyers in September 2022 to nearby residents to provide contact information should they have any questions. No questions or concerns have been received.</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: Board Priority #7: Sustainability. This project supports the Board's priority of Sustainability by improving resiliency, longevity, and operational effectiveness of existing infrastructure.				
<b>DEPARTMENTAL CONTACTS</b>	Name, Title, Phone # & Email: Keith Lilley, Deputy Director, (626) 458-4012, cell (626) 320-9841, <a href="mailto:klilley@pw.lacounty.gov">klilley@pw.lacounty.gov</a>				

NAPLES ISLAND PUMP STATIONS REHABILITATION – PHASE I  
PROJECT ID NO. FCC0001392





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

February 28, 2023

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

Dear Supervisors:

**CONSTRUCTION CONTRACT  
WATER RESOURCES CORE SERVICE AREA  
DELEGATE AUTHORITY TO ADOPT, ADVERTISE, AND AWARD  
NAPLES ISLAND PUMP STATIONS REHABILITATION – PHASE I  
PROJECT ID NO. FCC0001392  
IN THE CITY OF LONG BEACH  
(SUPERVISORIAL DISTRICT 4)  
(3 VOTES)**

**SUBJECT**

Public Works is seeking Board authority to adopt, advertise, and award the construction contract for the Naples Island Pump Stations Rehabilitation – Phase I in the City of Long Beach.

**IT IS RECOMMENDED THAT THE BOARD ACTING AS THE GOVERNING BODY OF  
THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT:**

1. Find that the proposed project is exempt from the 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 Chief Engineer of the Los Angeles County Flood Control District or his designee the authority to adopt the plans and specifications and advertise for bids at an estimated construction contract cost

between \$4,500,000 and \$6,750,000 for the Naples Island Pump Stations Rehabilitation – Phase I.

3. Delegate authority to the Chief Engineer of the Los Angeles County Flood Control District 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. Find pursuant to State Public Contract Code, Section 3400, that it is necessary to specify the designated items, identified in this Board letter, by specific brand name in order to match other products in use on a particular public improvement either completed or in the course of completion, for Naples Island Pump Stations Rehabilitation – Phase I.
5. Delegate authority to the Chief Engineer of the Los Angeles County Flood Control District 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.
6. Delegate authority to the Chief Engineer of the Los Angeles County Flood Control District or his designee to award and execute a construction contract with the responsible contractor with the lowest responsive bid within or less than the estimated cost range of \$4,500,000 and \$6,750,000 or that exceeds the estimated cost range by no more than 15 percent if additional and appropriate funds have been identified.
7. Delegate to the Chief Engineer of the Los Angeles County Flood Control District or his designee the following authority in connection with this contract: (1) extend the date and time for the receipt of bids consistent with the requirements of State Public Contract Code, Section 4104.5; (2) allow substitution of subcontractors and relief of bidders upon demonstration of the grounds set forth in State Public Contract Code, Sections 4100 et seq. and 5100 et seq., respectively; (3) approve and execute change orders within the same monetary limits delegated to the Director of Public Works or his designee under Section 2.18.050 of the Los Angeles County Code; (4) accept the project upon its final completion; and (5) release retention money withheld consistent with the requirements of State Public Contract Code, Sections 7107 and 9203.

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

Approval of the recommended actions will find that the project is exempt from the California Environmental Quality Act (CEQA) and allow Public Works to rehabilitate aging stormwater pumping plants with the removal and replacement of existing discharge pumps, miscellaneous electrical and structural upgrades, and other appurtenant work to improve reliability of the system and access to the stations. Work will occur along East The Toledo and West Neapolitan Lane (see Enclosure A).

Delegating to the Chief Engineer of the Los Angeles County Flood Control District the authority to adopt the plans and specifications for this project will allow Public Works to deliver in an expedited manner as advertising documents are finalized.

It is anticipated that all regulatory permits will be obtained by April 2023 and that work will start in April 2024 and be completed in September 2024.

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

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

### **FISCAL IMPACT/FINANCING**

There will be no impact to the County General Fund.

The estimated construction contract cost to complete this project is in the range of \$4,500,000 and \$6,750,000. The total project cost is estimated to be \$8,400,000. In addition to the construction contract cost, the total project cost includes the preparation of plans and specifications, construction engineering, inspection, contract administration, change order contingency, environmental compliance, and other County services.

Funding for this project is included in the Flood Control District Fund (B07) Fiscal Year 2022-23 Budget. Funding for future years will be requested through the annual budget process.



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

This project will be advertised in accordance with Section 20991 of the State Public Contract Code.

State Public Contract Code Section 3400 allows a product to be designated by specific brand name for several purposes, one of which is in order to match other products in use on a particular public improvement either completed or in the course of completion, if the awarding authority makes a finding and language is included in the Notice Inviting Bids. The Notice Inviting Bids will include language describing upgrading electrical components with same brand to improve future maintenance.

A list of specific brand names and qualified purposes in accordance with the State Public Contract Code is provided (see Enclosure B).

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.

Public Contract Code Section 20995 allows the Board of Supervisors of the County of Los Angeles to delegate approval of plans and specifications to the Chief Engineer of the District on a project-by-project basis.

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 rehabilitate three existing stormwater pump stations with no expansion in use is within a class of projects that have been determined not to have a significant effect on the environment and meets the criteria set forth in Section 15301 (a), (b), (d), and (f); Section 15302 (c); and Section 15303 (d) of the State CEQA Guidelines; and Class 1 (d), (e), (i), and (l); Class 2 (c) and (e); and Class 3 (c) 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.

Upon the Board's approval of the project, Public Works will file a Notice of Determination with the Registrar-Recorder/County Clerk in accordance with Section 21152 of the California Public Resources Code.

### **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:

<http://www.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, 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 allowing for continued uninterrupted operations at East The Toledo and West Neapolitan Lane pump stations.

The Honorable Board of Supervisors  
February 28, 2023  
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

Enclosures

MP:RLG:ja

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

NAPLES ISLAND PUMP STATIONS REHABILITATION – PHASE I  
PROJECT ID NO. FCC0001392



**ENCLOSURE B**  
**February 28, 2023**

**CONSTRUCTION CONTRACT  
WATER RESOURCES CORE SERVICE AREA  
DELEGATE AUTHORITY TO ADOPT, ADVERTISE, AND AWARD  
NAPLES ISLAND PUMP STATIONS REHABILITATION – PHASE I  
PROJECT ID NO. FCC0001392  
IN THE CITY OF LONG BEACH**

**LIST OF SPECIFIC BRAND NAMES IN ACCORDANCE WITH STATE PUBLIC  
CONTRACT CODE SECTION 3400**

	<b>Item/Category</b>	<b>Manufacturer</b>	<b>Model</b>	<b>Purpose</b>
1.	Annunciator Panel	Automation Direct	DL205	In order to match other products in use on County facilities either completed or in the course of completion.
2.	Central Controller	Murcal	800	In order to match other products in use on County facilities either completed or in the course of completion.

# BOARD LETTER CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

<b>CLUSTER AGENDA REVIEW DATE</b>	2/1/2023		
<b>BOARD MEETING DATE</b>	2/28/2023		
<b>SUPERVISORIAL DISTRICT AFFECTED</b>	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 <sup>st</sup> <input type="checkbox"/> 2 <sup>nd</sup> <input type="checkbox"/> 3 <sup>rd</sup> <input type="checkbox"/> 4 <sup>th</sup> <input type="checkbox"/> 5 <sup>th</sup>		
<b>DEPARTMENT(S)</b>	Public Works		
<b>SUBJECT</b>	Award of Services Contract for On-Call Potable Water Tank Inspection, Cleaning, and Repair Services		
<b>PROGRAM</b>			
<b>AUTHORIZES DELEGATED AUTHORITY TO DEPT</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
<b>SOLE SOURCE CONTRACT</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
	If Yes, please explain why:		
<b>DEADLINES/ TIME CONSTRAINTS</b>	The current contract has an expiration date of April 24, 2023; however, it will expire upon award and execution of this contract. The award of this contract will continue the current services by the recommended contractor, which is the current contractor providing this service.		
<b>COST &amp; FUNDING</b>	Total cost:	\$24,200,000	Funding source: Funding for this service is included in the Los Angeles County Waterworks Districts General Funds Fiscal Year 2022-23 Budgets.
	TERMS (if applicable): This contract will be for a period of 1 year with four 1-year renewal options and a month-to-month extension up to 6 months for a maximum potential program term of 66 months.		
	Explanation: N/A		
<b>PURPOSE OF REQUEST</b>	Public Works is seeking Board approval to award a services contract to H2O Solutions, LLC, for on-call potable water tank inspection, cleaning, and repair services in water facilities owned, operated, or administered by the County of Los Angeles.		
<b>BACKGROUND (include internal/external issues that may exist including any related motions)</b>	Approval of the recommended action will award a services contract to H2O Solutions, LLC, to provide on-call potable water tank inspection, cleaning, and repair services through the Los Angeles County Waterworks Districts. The work requires certified divers, specialized equipment, certifications, and unique knowledge and skills that are possessed by the recommended contractor to ensure safety and proper protocols are followed in the performance of potable water tank inspection, cleaning, and repair operations. The work to be performed will consist of basic cleaning, inspection, and preventative maintenance to assess the tanks' condition and determine the need for and type of repairs necessary.		
<b>EQUITY INDEX OR LENS WAS UTILIZED</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please explain how:  On every contract solicitation, Public Works notifies over 25,000 subscribers in our "Do Business with Public Works" website. Public Works also notifies all Small Businesses registered with Workforce Development, Aging and Community Services and advertise in regional and small newspapers in each Supervisorial Districts. Public Works follows Federal contracting laws where applicable, State laws, Public Contract Code, and all Board contracting policies.		

<b>SUPPORTS ONE OF THE NINE BOARD PRIORITIES</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please state which one(s) and explain how: The Board Priority No. 7, Sustainability. Providing resources for maintaining integrity of potable water tanks and water quality for residents relying on Los Angeles County Waterworks Districts water. This action creates healthier, more livable, economically stronger, more equitable, and more resilient communities.
<b>DEPARTMENTAL CONTACTS</b>	Name, Title, Phone # & E-mail: Keith Lilley, Deputy Director, (626) 458-4012, cell (626) 320-9841 <a href="mailto:klilley@pw.lacounty.gov">klilley@pw.lacounty.gov</a>

p:\brcdpub\service contracts\contract\danny\potable water tank (on-call)\2022 (re-bid)\6.award\board letter\on-call potable water - cluster fact sheet.docx



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:

February 28, 2023

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  
WATER RESOURCES CORE SERVICE AREA  
AWARD OF SERVICES CONTRACT  
ON-CALL POTABLE WATER TANK INSPECTION,  
CLEANING, AND REPAIR SERVICES  
(ALL SUPERVISORIAL DISTRICTS)  
(3 VOTES)**

**SUBJECT**

Public Works is seeking Board approval to award a services contract to H2O Solutions, LLC, for on-call potable water tank inspection, cleaning, and repair services in water facilities owned, operated, or administered by 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 the contract for the on-call potable water tank inspection, cleaning, and repair services to H2O Solutions, LLC. This services contract will be for a term of 1 year with four 1-year renewal options and a month-to-month extension up to 6 months for a maximum potential contract term of 66 months and a maximum potential aggregate contract sum of \$24,200,000.



3. Delegate authority to the Director of Public Works or his designee to execute this contract; to renew this contract for each additional renewal option and extension period if, in the opinion of the Director of Public Works or his designee, H2O Solutions, LLC, has successfully performed during the previous contract period, and the services are still required; to approve and execute amendments to incorporate necessary changes within the scope of work; and to suspend work if, it is in the best interest of the County to do so.
4. Delegate authority to the Director of Public Works or his designee to annually increase the contract amount up to an additional 10 percent of the annual contract sum for contingencies, which is included in the maximum potential aggregate contract sum for unforeseen additional work within the scope of the contract if required; and to adjust the annual contract sum for each option year over the term of the contract to allow for an annual cost-of-living adjustment in accordance with County policy and the terms of the contract.

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

Approval of the recommended action will award a services contract to H2O Solutions, LLC, to provide on-call inspection, cleaning, and repair of potable water tanks in water facilities owned, operated, or administered by the County of Los Angeles. The recommended contractor will be required to have certified divers, specialized equipment, certifications, and unique knowledge and skills to ensure safety and proper protocols are followed. The work to be performed will consist of basic cleaning, inspection to assess the tanks' condition and perform repairs as necessary for preventative maintenance.

The current contract for this service will expire on April 24, 2023. The award of this contract will continue the current services by the recommended contractor.

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

These recommendations support the County Strategic Plan: Strategy II.3, Make Environmental Sustainability our Daily Reality, Objective II.3.1, Improve Water Quality, Reduce Water Consumption, and Increase Water Supplies, and Objective III.3.2, Manage and Maximize County Assets, by cleaning, inspecting, and repairing potable water tanks to provide communities with high-quality potable water.

### **FISCAL IMPACT/FINANCING**

There will be no impact to the County General Fund.

The annual contract amount for this contract is \$4,000,000. The maximum potential aggregate contract sum is \$24,200,000 for the maximum contract period of 66 months, which includes 10 percent of the annual contract sum for unforeseen additional work within the scope of the contract. Adjustments will be made to the annual contract's sum for each option year over the term of the contract to allow for an annual cost-of-living adjustment in accordance with County policy and the terms of the contract.

Funding for this service is included in the Los Angeles County Waterworks Districts General Funds Fiscal Year 2022-23 Budgets.

When the need arises for services under this contract, financing for the required service will be from the appropriate fund source. The total annual expenditures for this service; however, will not exceed the contract amount approved by the Board. Funds to finance the contract's renewal optional years and 10 percent additional funding for contingencies will be requested through the annual budget process.

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

The recommended contractor, H2O Solutions, LLC, is located in Las Vegas, Nevada. This contract will commence upon the Board's approval and execution by both parties, whichever occurs last, for a period of 1 year. With the Board's delegated authority, Public Works may renew this contract for up to four 1-year renewal options and a month-to-month extension up to 6 months for a maximum potential total contract term of 66 months.

County Counsel will review the contract as to form (Enclosure A) prior to approval. The recommended contract with H2O Solutions, LLC, was solicited on an open-competitive basis and in accordance with applicable Federal, State, and County requirements.

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

Public Works has evaluated and determined that the contracted service is specialized and 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) does not apply to this contract. In addition, the contractor understands and agrees that the

contracted work involves public works as defined by Section 1720 of the California Labor Code. The contractor represents and warrants that the contract is in full compliance with the applicable provisions of the Labor Code relating to payment of prevailing wages for all prevailing wage work.

This contract includes a cost-of-living adjustment provision, which is in accordance with Board Policy 5.070., Multi-Year Services Contract Cost-of-Living Adjustment.

### **ENVIRONMENTAL DOCUMENTATION**

These services are categorically exempt from the provisions of the California Environmental Quality Act. These services for potable water tank inspection, cleaning, and repairs are within a class of projects that has been determined not to have a significant effect on the environment in that it meets criteria set forth in Section 15301(b) 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, these services 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 the work would cause a substantial adverse change in the significance of a historical resource that would make the exemption inapplicable.

### **CONTRACTING PROCESS**

On May 31, 2022, a notice of the Request for Proposals 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*, *Daily Breeze*, *The Signal*, *Watts Times*, *World Journal*, *Long Beach Press Telegram*, *Pasadena Star News*, and *The Malibu Times*. Public Works also informed 1,293 Local Small Business Enterprises; 168 Disabled Veteran Business Enterprises; 170 Social Enterprises; 896 Community Business Enterprises; and 152 independent contractors, various business development centers, and municipalities about this business opportunity.

On June 29, 2022, one proposal was received. The proposal was evaluated by an evaluation committee consisting of Public Works staff. The evaluation was based on criteria described in the Request for Proposals, which included the price, experience, work plan, and references, utilizing the informed averaging methodology for applicable criteria. Based on this evaluation, it is recommended that this contract be awarded to the responsive and responsible proposer, H2O Solutions, LLC, located in Las Vegas, Nevada.

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

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

**CONCLUSION**

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

Respectfully submitted,

MARK PESTRELLA, PE  
Director of Public Works

MP:JQ:ss

Enclosures

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

AGREEMENT FOR  
ON-CALL POTABLE WATER TANK INSPECTION, CLEANING  
AND REPAIR SERVICES (BRC0000300)

THIS AGREEMENT made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2023, by and between the LOS ANGELES COUNTY WATERWORKS DISTRICTS, a subdivision of the State of California, a body corporate and politic (hereinafter referred to as DISTRICT) and H2O Solutions, LLC., a Washington limited liability company, located at 9030 West Sahara Avenue, Suite 208, Las Vegas, Nevada, 89117 (hereinafter referred to as CONTRACTOR). COUNTY and CONTRACTOR are each a Party and collectively referred to as the Parties.

WITNESSETH

FIRST: The CONTRACTOR, for the consideration hereinafter set forth and the acceptance by the Board of Supervisors of said DISTRICTS, of the CONTRACTOR'S Proposal filed with the DISTRICTS on July 5, 2022, hereby agrees to provide services as described in this Contract for On-Call Potable Water Tank Inspection, Cleaning and Repair Services (BRC0000300).

SECOND: This AGREEMENT, together with Exhibit A, Scope of Work; Exhibit A.1, Schedule of Prices (Form PW-2); 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, County of Los Angeles Waterworks District Maps; Exhibit H, Tank Out-of-Service Inspection Checklist; and 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 DISTRICT and the CONTRACTOR to constitute the Contract.

THIRD: The DISTRICT 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 DISTRICT pay the CONTRACTOR providing service under this Contract an annual amount in excess of \$4,000,000 or such greater amount as the Board may approve (Maximum Contract Sum).

FOURTH: This Contract's initial term shall be for a period of one year commencing on April 1, 2023 or upon the Board's approval and execution of this Agreement by the Parties, whichever occurs last. The DISTRICT shall have the sole option to renew this Contract term for up to four additional one-year renewal options and one month-to-month extension, not to exceed six months, for a total potential Contract term of five years and six months. Each option term shall be exercised at the sole discretion of the DISTRICT. The DISTRICT, 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 DISTRICT, in lieu of renewing the Contract for the full one year, this Contract may be renewed on a month-to-month basis, upon written notice to the CONTRACTOR at least ten days prior to the end of a term. The Director will provide a written notice of nonrenewal at least ten days before the last day of any term, in which case this Contract shall expire as of midnight on the last day of that term. Where all option years have been exercised, the Director will not provide a written notice of nonrenewal.

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

SIXTH: The CONTRACTOR shall provide a one percent discount of all applicable rates provided on Form PW-2, Schedule of Prices, when any type of combination of services are requested by the DISTRICTS for three or more tanks, per work order, in accordance with Form PW-21, Multiple Tank Service Request Discount.

SEVENTH: Public Works, acting through the DISTRICTS, 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:

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

ELEVENTH: If requested by the Contractor, the contract (hourly, daily, monthly, etc.) amount may, at the sole discretion of the DISTRICTS, be increased at the time of contract renewal, if exercised by the DISTRICTS, based on the most recently published percentage change in the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index for the Los Angeles-Long Beach-Anaheim area for the 12-month period preceding the renewal date, which shall be the effective date for any cost-of-living adjustment (COLA). However, any increase shall not exceed the general

salary movement granted to the DISTRICTS employees as determined by the Chief Executive Officer as of each July 1 for the prior 12-month period. Furthermore, should fiscal circumstances ultimately prevent the Board from approving any increase in DISTRICTS employee salaries, no COLA will be granted. Upon approval of COLA, a notification will be sent to the Contractor.

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

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

FOURTEENTH: This Contract constitutes the entire agreement between the DISTRICTS 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 the Districts (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 DISTRICTS have, 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.

LOS ANGELES COUNTY  
WATERWORKS DISTRICTS  
a body corporate and politic

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

APPROVED AS TO FORM:

DAWYN R. HARRISON  
Interim County Counsel

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

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

H2O SOLUTIONS, LLC

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

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

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

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



**PROPOSER'S UTILIZATION PARTICIPATION AND COMMUNITY BUSINESS ENTERPRISE PROGRAM INFORMATION FOR  
ON-CALL POTABLE WATER TANK INSPECTION, CLEANING AND REPAIR 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>LGBTQQ</b>
1	H2O Solutions, LLC	No	No	No	No	No	No	No
	<b>Medium-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>
2	None	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	<b>Large-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>
3	None	N/A	N/A	N/A	N/A	N/A	N/A	N/A

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

**PROPOSER'S UTILIZATION PARTICIPATION AND COMMUNITY BUSINESS ENTERPRISE PROGRAM INFORMATION FOR  
ON-CALL POTABLE WATER TANK INSPECTION, CLEANING AND REPAIR SERVICES**

<b>FIRM INFORMATION*</b>		H2O Solutions, LLC
<b>BUSINESS STRUCTURE</b>		Limited Liability Company
<b>CULTURAL/ETHNIC COMPOSITION</b>		<b>NUMBER / % OF OWNERSHIP</b>
<b>OWNERS/PARTNERS</b>	Black/African American	0
	Hispanic/Latino	0
	Asian or Pacific Islander	0
	American Indian	0
	Filipino	0
	White	2/100%
	Female (included above)	0
	<b>NUMBER</b>	
<b>MANAGER</b>	Black/African American	0
	Hispanic/Latino	0
	Asian or Pacific Islander	0
	American Indian	0
	Filipino	0
	White	1
	Female (included above)	1
	<b>STAFF</b>	Black/African American
Hispanic/Latino		1
Asian or Pacific Islander		1
American Indian		0
Filipino		0
White		5
Female (included above)		0
Total No. of Employees:		8
<b>COUNTY CERTIFICATION</b>		
CBE		N/A
LSBE		N/A
<b>OTHER CERTIFYING AGENCY</b>		N/A

\*Information provided by proposer 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.



lacounty.gov

## Los Angeles County Solicitations (/LACoBids/)

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[Solicitation Detail](#)

<b>Solicitation Number:</b>	BRC0000300		
<b>Title:</b>	On-Call Potable Water Tank Inspection, Cleaning and Repair Services (BRC0000300)		
<b>Department:</b>	Public Works		
<b>Bid Type:</b>	Service	<b>Bid Amount:</b>	\$4,000,000.00
<b>Commodity:</b>	MAINT & REPAIR - TANKS: MOBILE, PORTABLE, STATIONARY, STORAGE, ETC. (INCLUDES RELINING)		
<b>Description:</b>	<p>PLEASE TAKE NOTICE that Public Works requests proposals for the On-Call Potable Water Tank Inspection, Cleaning and Repair Services (BRC0000300) contract. This contract has been designed to have a potential maximum contract term of 5 years, consisting of an initial 1-year term and four potential 1-year additional renewal options. The total annual contract amount of this service is estimated to be \$4,000,000. The Request for Proposals (RFP) with contract specifications, forms, and instructions for preparing and submitting proposals may be accessed at <a href="http://pw.lacounty.gov/brcd/servicecontracts/">http://pw.lacounty.gov/brcd/servicecontracts/</a> or requested from Mr. Danny Medina at (626) 458-4080 or <a href="mailto:dmedina@pw.lacounty.gov">dmedina@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 All interested proposers for this RFP are strongly encouraged to register at <a href="http://pw.lacounty.gov/general/contracts/opportunities/">http://pw.lacounty.gov/general/contracts/opportunities/</a>. Only those firms registered for this RFP through the website will receive automatic notification when any update to this RFP is made. The County does not have an obligation to notify any proposers other than through the Public Works website's automatic notification system.</p> <p>Doing Business with Local Small Business Enterprise, Disabled Veteran Business Enterprise, and Social Enterprise The County strongly encourages participation from firms, primes, and subcontractors, which are certified in the County's Local Small Business Enterprise (LSBE), Disabled Veteran Business Enterprise (DVBE), and Social Enterprise (SE) Preference Programs. The County's LSBE, DVBE, and SE Preference Programs require firms to complete a certification process to receive certain benefits allowed only for LSBE, DVBE, and SE, such as a 15 percent price preference, not to exceed \$150,000, when applicable, and LSBE Prompt Payment Program. The following link provides additional information on being County certified LSBE, DVBE, and SE: <a href="http://dcbalacounty.gov">http://dcbalacounty.gov</a>.</p> <p>Minimum Mandatory Requirements: Proposers must meet all minimum mandatory requirements set forth in the RFP document at the time of submission including, but not limited to:  1. Proposer or its subcontractor(s), if any, must have a minimum of 5 years of experience performing tank cleaning and inspection services.  2. Proposer or its subcontractor(s), if any, must submit copies of a valid and active certificate for American Petroleum Institute 653 - Aboveground Storage Tank Inspector. The certification must remain valid and active throughout the term of the Contract.  3. Each member of the Proposer's dive team must be a commercial diver certified by one of the following entities: the Association of Diving Contractors International (ADCI), the Association of Commercial Diving Educators (ACDE), the Diver Certification Board of Canada (DCBC), or equivalent. Proposer must submit copies of commercial diver training certification for each member of their dive team.  4. Proposer and its subcontractor(s), if any, 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.</p> <p>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 14, 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.</p> <p>A mandatory proposers' conference will be held Wednesday, June 15, 2022, at 2 p.m. via Microsoft Teams Meeting Online Events. To participate, proposers will need to sign in using the electronic sign-in sheet through the following web address:  <a href="https://pw.lacounty.gov/contracts/opportunities.aspx">https://pw.lacounty.gov/contracts/opportunities.aspx</a>; Attendees should be prepared to ask questions at that time about the specifications, proposal requirements, and contract terms. It is the proposers' sole responsibility to do their due diligence to visit and familiarize themselves with the work locations and their requirements before submitting their proposal. After the conference, proposers must submit questions in writing. Any requests of information for this solicitation must be received within three business days from the date of the conference. The deadline to submit proposals is Wednesday, June 29, 2022, at 5:30 p.m. Please direct any questions to Mr. Medina or Ms. Dunn.</p> <p>IMPORTANT NOTICE: Submission of proposals will only be accepted electronically using BidExpress or electronic proposals via Universal Serial Bus (USB) drive or compact disk to the Cashier's Office at Public Works Headquarters located on the Mezzanine Floor, 900 South Fremont Avenue, Alhambra, California 91803. Proposals received after the closing date and time specified in this Notice of Request for Proposals will be rejected by Public Works as nonresponsive. Submission of hard copy proposals will not be accepted.</p> <p>PROPOSALS MUST BE SUBMITTED ELECTRONICALLY USING THE FOLLOWING METHOD:  In lieu of submitting electronic proposals via USB drive or compact disk to the cashier's office, proposals may be submitted electronically through <a href="http://www.bidexpress.com">www.bidexpress.com</a>, a secure online bidding service website. To submit your proposals using this method, register with BidExpress, by or before the due date above. A new registration page must be signed, notarized, and received by BidExpress Customer Support for processing before the due date. Be advised, 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. Proposals will not be accepted after the closing date and time specified in this Notice of Request for Proposals.</p>		
	Less		
<b>Open Day:</b>	5/31/2022	<b>Close Date:</b>	6/29/2022 5:30:00 PM
<b>Contact Name:</b>	Danny Medina	<b>Contact Phone:</b>	(626) 458-4080
<b>Contact Email:</b>	<a href="mailto:dmedina@dpw.lacounty.gov">dmedina@dpw.lacounty.gov</a>		
<b>Last Changed On:</b>	5/31/2022 9:56:50 AM		
<b>Attachment File (0) :</b>	<a href="#">Click here to download attachment files.</a>		

# BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

<b>CLUSTER AGENDA REVIEW DATE</b>	2/1/2023		
<b>BOARD MEETING DATE</b>	2/28/2023		
<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>	Initiate Proceedings for Annexation to County Lighting Districts		
<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>	Commitment to the homeowners to complete the petition annexation process in 18 months.		
<b>COST &amp; FUNDING</b>	Total cost: n/a	Funding source: There will be no impact to the County General Fund.	
	TERMS (if applicable):		
	The fiscal impact to County Lighting Maintenance District 1687 (Fund F46) will be evaluated once the Engineer's Report for the petition area is complete.		
<b>PURPOSE OF REQUEST</b>	The purpose is to request the Board to approve the first step in the annexation process to initiate proceedings for the annexation of territory to County Lighting Maintenance District 1687 and County Lighting District Landscaping and Lighting Act-1, Unincorporated Zone.		
<b>BACKGROUND (include internal/external issues that may exist including any related motions)</b>	A petition for proposed annexation to the County Lighting Districts and streetlight installation was circulated and signed by homeowners representing 66 percent of the petition area.		
<b>EQUITY INDEX OR LENS WAS UTILIZED</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> <b>No</b> If Yes, please explain how:		
<b>SUPPORTS ONE OF THE NINE BOARD PRIORITIES</b>	<input checked="" type="checkbox"/> <b>Yes</b> <input type="checkbox"/> No If Yes, please state which one(s) and explain how: Sustainability: Approval of the signed petition and resolution ordering the Engineer's Report is the first of three steps required to fund the installation, operation, and maintenance of new 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 1





MARK PESTRELLA, Director

# COUNTY OF LOS ANGELES

## DEPARTMENT OF PUBLIC WORKS

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

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

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

February 28, 2023

IN REPLY PLEASE  
REFER TO FILE:

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

Dear Supervisors:

**TRANSPORTATION CORE SERVICE AREA  
INITIATE PROCEEDINGS FOR ANNEXATION TO COUNTY LIGHTING DISTRICTS  
PETITION NO. 56-1017 IN THE UNINCORPORATED AREA OF AZUSA  
(SUPERVISORIAL DISTRICT 1)  
(3 VOTES)**

**SUBJECT**

Public Works is seeking Board approval and authorization to initiate proceedings for the annexation of territory located within the unincorporated area of Azusa to County Lighting Maintenance District 1687 and County Lighting District Landscaping and Lighting Act-1, Unincorporated Zone, for street lighting purposes, and order the preparation and filing of an Engineer's Report for the petition area.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Find that the action set forth in this Board letter does not constitute a project under the California Environmental Quality Act.
2. Approve and file Petition No. 56-1017 to annex territory located within the unincorporated County area to County Lighting Maintenance District 1687 and County Lighting District Landscaping and Lighting Act-1, Unincorporated Zone.
3. Adopt the resolution initiating proceedings for the annexation of territory to County Lighting Maintenance District 1687 and County Lighting District Landscaping and Lighting Act-1, Unincorporated Zone.

4. Instruct Public Works to prepare and file an Engineer's Report for the petition area.

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

The purpose of these recommendations is to: (1) find that the action set forth in this Board letter does not constitute a project under the California Environmental Quality Act (CEQA) Guidelines; (2) initiate proceedings for the annexation of territory to County Lighting Maintenance District 1687 and County Lighting District Landscaping and Lighting Act-1, Unincorporated Zone (collectively, the County Lighting Districts); and (3) order the preparation and filing of an Engineer's Report for the petition area pursuant to Section 22585(d) of the California Streets and Highways Code. The Engineer's Report will include, but will not be limited to, the plans for improvements, the estimated cost of the improvements, a diagram showing the area to be annexed, and the annual assessment that will be applicable.

Annexation of territory to the County Lighting Districts is required prior to the installation of new streetlights in order to provide funding for the installation, operation, and maintenance of streetlights. The proposed annexation of the territory was requested by the property owners or authorized representatives who signed the petition for street lighting. Levying of annual assessments within the annexed territory for street lighting will be based on land use type with an annual base assessment rate for a single-family residence of \$5 within the Unincorporated Zone with proportionately higher rates for other land uses.

The enclosed Petition No. 56-1017 (Attachment A) is located within Unincorporated County area. This petition is in favor of the annexation of territory for the installation, operation, and maintenance of streetlights and was signed by property owners or authorized representatives representing 66 percent of the area proposed for annexation to the County Lighting Districts.

The petition complied with the 60 percent or more signature requirement in the policy adopted by the Board on March 11, 1980. The petition indicates the approximate assessment for the installation, operation, and maintenance of streetlights to be paid by the property owners within the territory to be annexed.

These annexation proceedings are governed by the Landscaping and Lighting Act of 1972 (Section 22500 et seq. of the California Streets and Highways Code). Public Works will prepare an Engineer's Report for the petition area in accordance with Section 22565

et seq. of the California Streets and Highways Code and Section 4(b) of Article XIII D of the California Constitution.

At a later date, Public Works will submit for the Board's consideration the Engineer's Report for the petition area and resolution to annex territory to the County Lighting Districts and to request the Board to set a public hearing to consider the adoption of a resolution or delay until all requirements are resolved

### **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 installation 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 Los Angeles County.

### **FISCAL IMPACT/FINANCING**

There will be no impact to the County General Fund.

The fiscal impact to County Lighting Maintenance District 1687 (Fund F46) will be evaluated once the Engineer's Report for the petition area is complete. Sufficient funds to finance the cost of the Engineer's Report are included in Fund F46 Fiscal Year 2022-23 Budget. Funds to finance future years cost will be requested through the annual budget process.

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

The resolution has been approved as to form by County Counsel.

### **ENVIRONMENTAL DOCUMENTATION**

The proposed action to initiate proceedings for the annexation of territory to the County Lighting Districts and ordering the preparation and filing of the Engineer's Report does not constitute a project under 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 is an administrative activity of government that will not result in direct or indirect physical changes to the environment.



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

Preparing the Engineer's Report for street lighting is consistent with the current services regularly conducted by Public Works.

**CONCLUSION**

Please return one adopted copy of this letter and a copy of the signed resolution to Public Works, Traffic Safety and Mobility Division. Also, please forward one adopted copy of this letter 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:ca

Enclosures

c: Chief Executive Office  
County Counsel  
Executive Office

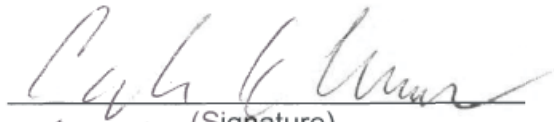

**AFFIDAVIT  
COUNTY OF LOS ANGELES  
DEPARTMENT OF PUBLIC WORKS  
ANNEXATION TO COUNTY LIGHTING MAINTENANCE DISTRICT 1687  
AND COUNTY LIGHTING DISTRICT LANDSCAPING AND LIGHTING ACT-1  
UNINCORPORATED ZONE  
PETITION NO. 56-1017  
ARROW HIGHWAY**

STATE OF CALIFORNIA  
COUNTY OF LOS ANGELES

Carlos A. Guerrero, being first duly sworn, deposes, and says:  
(Please Print)

I circulated and obtained the signatures on Petition No. 56-1017 accompanying this affidavit. This petition is for the annexation of territory to County Lighting Maintenance District 1687 and County Lighting District Landscaping and Lighting Act-1, Unincorporated Zone and for the installation, operation, and maintenance of streetlights.

To the best of my knowledge and belief, the signatures that appear on this petition are genuine and are the signatures of property owners within the proposed annexation area as designated by the attached map in this petition.

  
(Signature)  


Subscribed and sworn to before me

This \_\_\_\_\_ day of \_\_\_\_\_ 2018.

\_\_\_\_\_  
Notary Public in and for said County and State

Attach.

See attachment →

**CALIFORNIA JURAT WITH AFFIANT STATEMENT**

**GOVERNMENT CODE § 8202**

- ☒ See Attached Document (Notary to cross out lines 1-6 below)  
☐ See Statement Below (Lines 1-6 to be completed only by document signer[s], not Notary)

\_\_\_\_\_  
 Signature of Document Signer No. 1      Signature of Document Signer No. 2 (if any)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
 County of Los Angeles

Subscribed and sworn to (or affirmed) before me  
 on this 12<sup>th</sup> day of March, 2018  
 by      Date      Month      Year  
 (1) Carlos Alfonso Guerrero  
 (and (2) \_\_\_\_\_),  
 Name(s) of Signer(s)



proved to me on the basis of satisfactory evidence  
 to be the person(s) who appeared before me.

Signature \_\_\_\_\_  
 Signature of Notary Public

Seal  
 Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: affidavit County of LA Document Date: 3/12/18  
 Number of Pages: 1 Signer(s) Other Than Named Above: \_\_\_\_\_

**COUNTY OF LOS ANGELES  
DEPARTMENT OF PUBLIC WORKS  
ANNEXATION TO COUNTY LIGHTING MAINTENANCE DISTRICT 1687  
AND COUNTY LIGHTING DISTRICT LANDSCAPING AND LIGHTING ACT-1,  
UNINCORPORATED ZONE  
PETITION NO. 56-1017  
ARROW HIGHWAY**

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:

We, the undersigned owners of real property within the area designated by the attached map, respectfully request that:

1. The area be annexed to County Lighting Maintenance District 1687 and County Lighting District Landscaping and Lighting Act-1, Unincorporated Zone.
2. Provisions be made for the installation, operation, and maintenance of streetlights and the assessment of the costs thereof.

We understand if this petition is found to contain the signatures of the property owners who represent 60 percent or more of the benefited area, a ballot will be mailed to each property owner within the proposed annexation area to indicate the property owner's support or opposition to the proposed assessment. Should the above criteria be met, the estimated amount of the first year's assessment for each benefited property is as follows:

**ESTIMATED ASSESSMENT FOR FISCAL YEAR (FY) 2018-19**

Single-Family Dwelling

A.	Installation Cost	\$ 0
B.	Operation and Maintenance Cost for FY 2018-19	<u>5</u>
	Total Estimated Annual Assessment	\$ 5

The above assessment will be added to the FY 2018-19 tax bills of property owners of developed properties within the benefited area. Each year, thereafter, an assessment for operation and maintenance costs of the streetlights, approved by the Board, will be added to the tax bill of property owners.

We declare that:

We are the owners of real property within that certain territory designated on the attached map and are in favor of the annexation of the area to County Lighting Maintenance District 1687 and County Lighting District Landscaping and Lighting Act-1, Unincorporated Zone, and the **installation of streetlights on new or existing wood poles**. Attached is a photograph copy of the type of pole to be installed.

Please sign and print your name and telephone number.

Respectfully,

SIGNATURE	PRINT NAME	ADDRESS	TELEPHONE NUMBER	APN (COUNTY USE ONLY)
		17221 E Arrow Hwy		8620-004-046
<i>Maria Perez</i>	<i>Maria Perez</i>	17227 E Arrow Hwy	<i>626/506-9702</i>	8620-004-047
<i>Adolph BAZ</i>	<i>BAZ, Adolph</i>	17233 E Arrow Hwy <u>Mailing Address</u> 8941 Duarte Rd San Gabriel, CA 91775-1556	<i>626/309-9926</i>	8620-004-048
<i>Celina Lopez</i>	<i>Celina Lopez</i>	17239 E Arrow Hwy	<i>626/489-6365</i>	8620-004-049
<i>Johnnie</i>	<i>Patricia</i>	17245 E Arrow Hwy	<i>626/786-9027</i>	8620-004-050
<i>Sandy</i>	<i>Sandy Lopez</i>	17251 E Arrow Hwy	<i>(626) 200-6956</i>	8620-004-051
		17257 E Arrow Hwy		8620-004-052
<i>Ramona</i>	<i>Ramona</i>	17263 E Arrow Hwy	<i>626/804-7624</i>	8620-004-053
<i>Alfonso</i>	<i>ALFONSO GUERRERO</i>	17205 E Arrow Hwy	<i>310 866-9610</i>	8620-009-001

Attach.

CITY OF LOS ANGELES  
CITY OF AZUSA

WOODCROFT ST

HOMEREST AVE

LEAF AVE

MILLBURGH RD

E ARROW HWY

COUNTY OF LOS ANGELES

CITY OF COVINA

TRA 2038 APN  
8620-004-046  
8620-004-047  
8620-004-048  
8620-004-049  
8620-004-050  
8620-004-051  
8620-004-052  
8620-004-053  
8620-009-001



LEGEND

- PROPOSED ANNEXATION BOUNDARY
- EXISTING LIGHTING DISTRICT 1687
- CITY/COUNTY BOUNDARY

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

PETITION NO. 56-1017

LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS TRAFFIC AND LIGHTING DIVISION STREET LIGHTING SECTION			
E ARROW HIGHWAY LEAF AVENUE TO CITY OF AZUSA BOUNDARY AZUSA AREA			
Reviewed by	Design By	Sub. Title	Scale
1/1/17	10/26/17	56-1017	3/8"=1'
Recommended	Approved	Date	
		10/26/17	



*\\*

The foregoing resolution was adopted on the \_\_\_\_\_ day of \_\_\_\_\_, 2023, by the Board of Supervisors of the County of Los Angeles and ex-officio of the governing body of all other special assessment and taxing 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  
Interim County Counsel

By *Talin Halabi*  
Senior Deputy County Counsel



# BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

<b>CLUSTER AGENDA REVIEW DATE</b>	2/1/2023		
<b>BOARD MEETING DATE</b>	2/28/2023		
<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>	Traffic Regulations in the Unincorporated Community of West Whittier/Los Nietos		
<b>PROGRAM</b>			
<b>AUTHORIZES DELEGATED AUTHORITY TO DEPT</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
<b>SOLE SOURCE CONTRACT</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why:		
<b>DEADLINES/ TIME CONSTRAINTS</b>	The community requested these quality-of-life issues to be addressed as soon as possible, and Board action is necessary to rescind this traffic regulation.		
<b>COST &amp; FUNDING</b>	Total cost: \$0	Funding source: Road Fund	
	TERMS (if applicable):		
	Explanation: There will be no impact to the County General Fund. Sufficient funds are included in the Road Fund Fiscal Year 2022-23 Budget to cover the minor costs of removing the necessary sign and curb marking.		
<b>PURPOSE OF REQUEST</b>	Rescind a traffic regulation to support traffic safety and enhance traffic flow in the unincorporated community of West Whittier/Los Nietos.		
<b>BACKGROUND (include internal/external issues that may exist including any related motions)</b>	The California Vehicle Code allows the County to adopt regulations for official traffic control devices, such as signs and markings. These traffic regulations are required prior to enforcement by the California Highway Patrol and Sheriff's Department.  Public Works is recommending rescinding the following type of traffic regulation that is no longer applicable. <ul style="list-style-type: none"> <li>Disabled Person's Parking Zone</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. The proposed traffic regulations support a clean, flexible, and integrated multi-modal transportation system that improves mobility and traffic safety.		
<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>		

February 28, 2023

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

Dear Supervisors:

**TRANSPORTATION CORE SERVICE AREA  
TRAFFIC REGULATION IN THE UNINCORPORATED COMMUNITY  
OF WEST WHITTIER/LOS NIETOS  
(SUPERVISORIAL DISTRICT 4)  
(3 VOTES)**

**SUBJECT**

Public Works is seeking Board approval to modify a traffic regulation that will enhance the quality of life in the unincorporated community of West Whittier/Los Nietos.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Find that adopting and/or rescinding traffic regulation orders and posting the corresponding regulatory and advisory signage are categorically exempt from the provisions of the California Environmental Quality Act.
2. Rescind a traffic regulation order establishing a disabled persons' parking zone on the west side of Bexley Drive between a point 440 feet and a point 460 feet south of Sorensen Avenue in the unincorporated community of West Whittier/Los Nietos as established on September 18, 2018.

**PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The purpose of the recommended actions is to enhance enhance quality of life by removing a disabled persons' parking zone that is no longer needed. The request to rescind this traffic regulation was generated by the impacted community members who confirmed that disabled persons parking zone was no longer necessary at the location.

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

These recommendations support the County Strategic Plan: Strategy II.3, Make Environmental Sustainability our Daily Reality. The recommended actions support a clean, flexible, and integrated multi-modal transportation system that improves mobility and traffic safety.

### **FISCAL IMPACT/FINANCING**

There will be no impact to the County General Fund. Sufficient funds are included in the Road Fund (B03 – Services and Supplies) Fiscal Year 2022-23 Budget to cover the minor costs of removing the necessary signs.

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

The California Vehicle Code authorizes the Board to implement traffic regulations that are required prior to enforcement by the California Highway Patrol and the Sheriff's Department.

### **ENVIRONMENTAL DOCUMENTATION**

The rescission of this traffic regulation is categorically exempt from the provisions of the California Environmental Quality Act pursuant to Section 15301(c) of the California Environmental Quality Act Guidelines and Class I(x) 7 of the Environmental Reporting Procedures and Guidelines approved by the Board on November 17, 1987.

Upon the Board's approval of this traffic regulation, the corresponding signs and markings will be removed within 12 weeks.

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

Rescission of this traffic regulation will positively impact quality of life by removing a disabled persons' parking zone that is no longer needed.

The Honorable Board of Supervisors  
February 28, 2023  
Page 3

**CONCLUSION**

Please return one adopted copy of this letter to Public Works, Traffic Safety and Mobility Division. Also, please forward adopted copies of this letter to the Sheriff's Department, Contract Law Enforcement Bureau, Field Operations Support Service; Parking Enforcement Detail; and the California Highway Patrol's Santa Fe Springs office.

Respectfully submitted,

MARK PESTRELLA, PE  
Director of Public Works

MP:EK:dn

Enclosures

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>	2/1/2023		
<b>BOARD MEETING DATE</b>	3/7/2023		
<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>	Los Angeles County Development Authority (LACDA)		
<b>SUBJECT</b>	AUTHORIZE THE EXECUTION OF AN AMENDMENT TO THE EXCLUSIVE NEGOTIATING AGREEMENT AND PLANNING DOCUMENT BY AND AMONG THE COUNTY, THROUGH THE LOS ANGELES COUNTY DEVELOPMENT AUTHORITY ACTING AS COUNTY'S AGENT, THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY, AND WIP-A, LLC A WHOLLY-OWNED SUBSIDIARY OF WATT COMPANIES, INC., A CALIFORNIA CORPORATION, TO EXTEND THE NEGOTIATING PERIOD AND AUTHORIZE THE ASSIGNMENT OF THE AGREEMENT TO A LIMITED PARTNERSHIP FOR DEVELOPMENT OF THE PROPERTY LOCATED AT THE EXPO/CRENSHAW STATION SITE		
<b>PROGRAM</b>	Housing Investment & Finance		
<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>	Total cost: No County cost		Funding source:
	TERMS (if applicable):		
	Explanation:		
<b>PURPOSE OF REQUEST</b>	This letter recommends approval of an amendment to the exclusive negotiating agreement (ENA) for the potential joint development of the 1.66 acre County-owned property and the 1.77 acre Metro-owned property, both located adjacent to the Metro stations along the Crenshaw/LAX Transit Corridor. The amendment to the ENA will allow the Developer to secure Project financing sources to increase the number of affordable units and provide sufficient time to finalize the Joint Development Agreement (JDA) and Ground, subject to approval by the Board of Supervisors and Metro's Board of Directors.		
<b>BACKGROUND (include internal/external issues that may exist including any related motions)</b>	On January 9, 2018, following a competitive solicitation process, the County entered into an ENA to negotiate with the Developer and Metro. The ENA has since been extended and the current term expires on April 15, 2023. During this period, the Developer obtained entitlements and received clearance through a Sustainable Communities Environmental Assessment adopted by the City of Los Angeles on October 13, 2021. In addition, the Developer submitted an application to the Housing Authority of the City of Los Angeles (HACLA) requesting 100 project-based vouchers (PBVs) to support deeper levels of affordability for the Project's residential units.		
<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: Lynn Katano, Director of Housing Investment & Finance, (626) 586-1806, <a href="mailto:Lynn.Katano@lacda.org">Lynn.Katano@lacda.org</a>		



# County of Los Angeles CHIEF EXECUTIVE OFFICE

Kenneth Hahn Hall of Administration  
500 West Temple Street, Room 713, Los Angeles, California 90012  
(213) 974-1101  
<http://ceo.lacounty.gov>

FESIA A. DAVENPORT  
Chief Executive Officer

Board of Supervisors  
HILDA L. SOLIS  
First District

HOLLY J. MITCHELL  
Second District

LINDSEY P. HORVATH  
Third District

JANICE HAHN  
Fourth District

KATHRYN BARGER  
Fifth District

March 7, 2023

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

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

Dear Supervisors/Commissioners:

**AUTHORIZE THE EXECUTION OF AN AMENDMENT TO THE EXCLUSIVE  
NEGOTIATING AGREEMENT AND PLANNING DOCUMENT BY AND AMONG THE  
COUNTY, THROUGH THE LOS ANGELES COUNTY DEVELOPMENT AUTHORITY  
ACTING AS COUNTY'S AGENT, THE LOS ANGELES COUNTY METROPOLITAN  
TRANSPORTATION AUTHORITY, AND WIP-A, LLC A WHOLLY-OWNED  
SUBSIDIARY OF WATT COMPANIES, INC., A CALIFORNIA CORPORATION, TO  
EXTEND THE NEGOTIATING PERIOD AND AUTHORIZE THE ASSIGNMENT OF  
THE AGREEMENT TO A LIMITED PARTNERSHIP FOR DEVELOPMENT OF THE  
PROPERTY LOCATED AT THE EXPO/CRENSHAW STATION SITE  
(DISTRICT 2) (3 VOTES)**

## **SUBJECT**

The County of Los Angeles (County), acting through the Los Angeles County Development Authority (LACDA) as County's agent, the Los Angeles County Metropolitan Transportation Authority (Metro), and WIP-A, LLC a wholly-owned subsidiary of Watt Companies, Inc., a California corporation (Developer), are parties to an Exclusive Negotiation Agreement and Planning Document (ENA) for the development of a mixed-use project (Project) adjacent to the Expo/Crenshaw Station (See Attachment A – Site Map). The ENA will expire on April 15, 2023.

This letter recommends approval of an amendment to the ENA that would extend the ENA term for an additional 12 months, with an option to extend for an additional 12 months, if necessary; and authorize the assignment of the ENA to a newly created limited

partnership. The amendment to the ENA will allow the Developer to secure Project financing sources to increase the number of affordable units and provide sufficient time to finalize the Joint Development Agreement (JDA) and Ground Lease, subject to approval by the County Board of Supervisors (County Board) and Metro's Board of Directors (Metro Board).

**IT IS RECOMMENDED THAT THE BOARD:**

1. Find that the proposed actions are not a project under the California Environmental Quality Act (CEQA) for the reasons stated in this Board letter and the record.
2. Authorize the LACDA to, on behalf of the County, execute an amendment to the ENA by and among the County, Metro, and Developer, to extend the term of the ENA for an additional 12 months, with the option to extend for an additional 12 months, if necessary; and authorize the assignment of the ENA to a newly created limited partnership.

**IT IS RECOMMENDED THAT THE BOARD, ACTING AS THE COMMISSIONERS OF THE LOS ANGELES COUNTY DEVELOPMENT AUTHORITY:**

1. Find that the proposed actions are not a project under CEQA for the reasons stated in this Board letter and the record.
2. Authorize the Executive Director, or designee, to, on behalf of the County, execute amendments to the ENA by and among the County, Metro and Developer to extend the term for an additional 12 months, with the option to extend for an additional 12 months, if necessary; and authorize the assignment of the ENA to a newly created limited partnership.

**PURPOSE / JUSTIFICATION OF RECOMMENDED ACTIONS**

On January 6, 2017, the County, through the LACDA as County's agent, and Metro entered into a Memorandum of Understanding (MOU) to cooperate and identify the respective roles and responsibilities of Metro and the County in administering the potential joint development of the 1.66 acre County-owned property and the 1.77 acre Metro-owned property, both located adjacent to the Metro stations along the Crenshaw/LAX Transit Corridor. On January 9, 2018, following a competitive solicitation process, the County Board authorized the CEO to delegate authority to the LACDA to, on behalf of the County, enter into a short-term exclusive negotiating agreement (Short-Term ENA) to negotiate the development of the proposed Project with the Developer and Metro.

The Short-Term ENA was for a six-month term, which provided an interim period before executing the full-term ENA. The six-month term allowed the community to provide input on the Project and granted the Developer enough time to identify a community-based

organization to partner with for the development of the Project. In March 2018, the Developer entered into an agreement with West Angeles Community Development Corporation (WACDC) to partner in the execution and operation of the proposed Project. On September 25, 2018, the County Board authorized execution of the ENA with the Developer and Metro by and through the LACDA acting as the County's agent. The term of the ENA was for 18 months with the option to extend for a total term of 30 months. The ENA was executed on October 15, 2018 and ran through April 15, 2021. To provide time for the Developer to secure entitlements for the Project, the ENA was extended to April 15, 2022 with an option to extend to April 15, 2023 via an amendment that was approved by the Board on April 6, 2021. The current ENA term expires on April 15, 2023.

During the extended ENA period, the Developer was able to obtain the Project's entitlements and received clearance through a Sustainable Communities Environmental Assessment adopted by the City of Los Angeles on October 13, 2021. In addition, the Developer submitted an application to the Housing Authority of the City of Los Angeles (HACLA) requesting 100 project-based vouchers (PBVs) to support deeper levels of affordability for the Project's residential units. The Developer has also been working diligently on its other obligations under the ENA, including performing extensive, on-going community outreach.

The recommended ENA amendment will allow the Developer to assemble its financing sources for development of the proposed Project.

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

The proposed Project supports the Countywide Strategic Plan Goal of Making Investments that Transform Lives by Increasing Affordable Housing Throughout L.A. County (Strategy I.1.5) and Realizing Tomorrow's Government Today by maximizing use of County assets, guiding strategic investments, and supporting economic development, in ways that are fiscally responsible and aligning with the County's highest priority needs (Strategy III.3.2). The proposed Project will provide affordable housing opportunities, commercial space, and community space in areas with superior regional connectivity.

### **FISCAL IMPACT / FINANCING**

There is no impact to the Fiscal Year 2022-23 budget. The ENA executed in October 2018 required the Developer to pay a non-refundable fee of \$25,000 to the LACDA, as well as a \$50,000 deposit to cover third-party expenses (administered by Metro pursuant to the terms of the MOU). The Developer must replenish the deposit when it reaches a balance of less than \$25,000.



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

The Metro Board directed its staff to develop a strategic plan for joint development activities along the Crenshaw/LAX Transit Corridor and to work with public sector partners such as the County to implement joint development activities on publicly owned sites. Metro conducted community outreach to support the creation of Development Guidelines for the County and Metro properties. The properties are located in an area with superior regional connectivity to employment and activity centers including Santa Monica, Culver City, Downtown Los Angeles, and the Los Angeles International Airport. The guidelines for this site identify the opportunity for a culturally distinct gateway destination and pedestrian-scaled community serving residents and visitors with high-quality and local-serving retail uses and a range of housing types.

Originally the Developer proposed a mixed-use project that included approximately 40,000 square feet of commercial space and 400 residential rental units, of which 20 percent would be affordable for households earning between 30 and 80 percent of the Area Median Income (AMI).

The Developer and WACDC have had several meetings with local residents, community organizations, and government officials to provide updates on the proposed Project. In late 2019, some members of the public and the Metro Board expressed interest in the Developer increasing the number of affordable residential units. To that end, the Developer is pursuing funding sources to support a 100% affordable housing development.

Based on the Developer's current projections the contemplated Project would include the following:

<b><u>METRO SITE</u></b>	<b><u>COUNTY SITE</u></b>
<ul style="list-style-type: none"><li>• Residential Component: 176 units</li><li>• Commercial Component: 30,300 SF (Grocery Store: 22,277 SF)</li></ul>	<ul style="list-style-type: none"><li>• Residential Component: 225 units</li><li>• Commercial Component: 7,504 SF</li><li>• Open Space Component: 2,650 SF</li></ul>

Depending on the requirements imposed by the funding sources secured for the proposed Project, adjustments might be made to the proposed Project. Staff will present the final proposed Project scope for County Board and Metro Board consideration once the recommended Joint Development Agreement (JDA) and Ground Lease terms are finalized.

With the goal of making the proposed Project more competitive for affordable housing financing sources, the Developer and WACDC have elected to expand their team and

partner with the Richman Group of California Development Company LLC (Richman) and HACLA for their expertise in affordable housing development as well as to increase their competitiveness for PBVs and other funding sources. With these new team partners the Developer will create a new limited partnership consisting of the following entities or an affiliate or instrumentality of such entities; Developer, WACDC, Richman, HACLA and a tax credit investor that would be added at a later time. Assignment of the ENA to the new limited partnership will allow them to establish site control in order to submit the upcoming applications to the California Department of Housing and Community Development (HCD), including the Affordable Housing & Sustainable Communities (AHSC) application due in March 2023.

### **ENVIRONMENTAL DOCUMENTATION**

These actions are not a project pursuant to CEQA because they involve activities that are excluded from the definition of a project pursuant to Section 15378 (b) of the State CEQA guidelines. The proposed actions are administrative activities of government which will not result in direct or indirect physical change to the environment.

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

Approval of the requested actions will support the County's efforts to develop compatible transit-oriented commercial and residential uses that will catalyze additional economic growth in an area that will benefit from private investment, and the creation of jobs and affordable housing. Planning for the proposed Project resulted in the need to relocate an existing office operation for the Probation Department. Probation is currently reviewing its operations, but it may be necessary to lease office space to fully accommodate Probation's operations.

Respectfully submitted,

FESIA A. DAVENPORT  
Chief Executive Officer

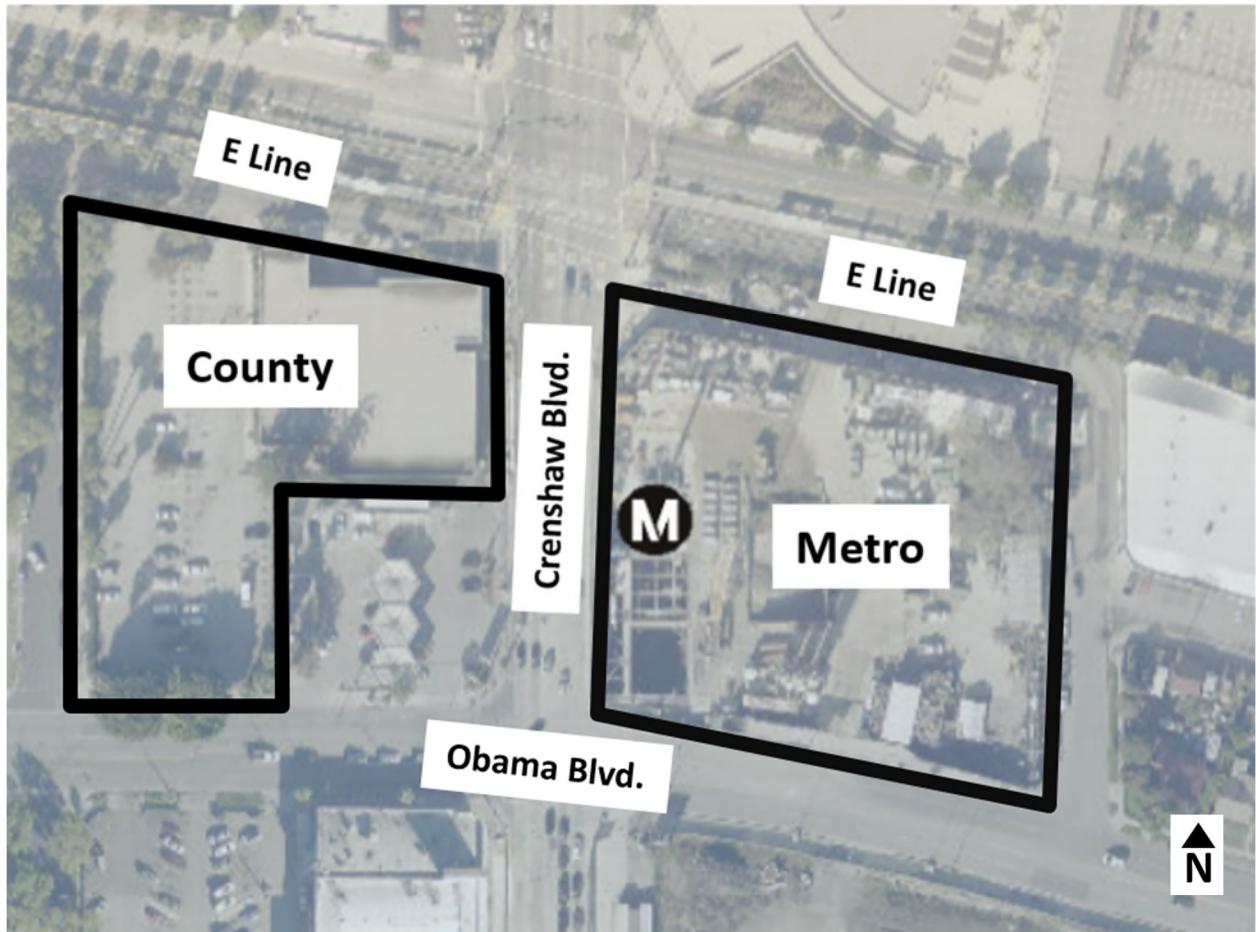
EMILIO SALAS  
Executive Director

FD:ES:gw

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

# ATTACHMENT A

## SITE MAP



**M** K Line Station

# BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

<b>CLUSTER AGENDA REVIEW DATE</b>	2/1/2023							
<b>BOARD MEETING DATE</b>	3/14/2023							
<b>SUPERVISORIAL DISTRICT AFFECTED</b>	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 <sup>st</sup> <input type="checkbox"/> 2 <sup>nd</sup> <input type="checkbox"/> 3 <sup>rd</sup> <input type="checkbox"/> 4 <sup>th</sup> <input type="checkbox"/> 5 <sup>th</sup>							
<b>DEPARTMENT(S)</b>	Agricultural Commissioner/Weights and Measures (ACWM) and Fire Department (LACOFD)							
<b>SUBJECT</b>	2023 Brush Clearance/Weed Abatement Referees' Hearing Report –  Annual abatement of hazardous vegetation is a critical component of the overall fire prevention infrastructure throughout most of Los Angeles County. The actions, which are requested herein of your Board, are part of the legal process that is required to carry out this critical public safety function. The abatement of hazardous vegetation is completed by a joint effort of the Department of Agricultural Commissioner/Weights and Measures (ACWM) and the Consolidated Fire Protection District of Los Angeles County (District).							
<b>PROGRAM</b>	Weed Abatement (Weed Hazard/Pest Management Bureau)							
<b>AUTHORIZES DELEGATED AUTHORITY TO DEPT</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No							
<b>SOLE SOURCE CONTRACT</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why:							
<b>DEADLINES/ TIME CONSTRAINTS</b>	This BOS Meeting of 3/14/23 is mandated and was administratively set before the Board in January 2023.							
<b>COST &amp; FUNDING</b>	<table border="1"> <tr> <td>Total cost: \$ No NCC</td><td>Funding source: N/A</td></tr> <tr> <td colspan="2">TERMS (if applicable): N/A</td></tr> <tr> <td colspan="2">           Explanation:             ACWM will recover its expenses for abatement costs, including clerical functions such as mailings, boundary determination, data entry, etc., through direct assessments on the property taxes of individual properties.         </td></tr> </table>		Total cost: \$ No NCC	Funding source: N/A	TERMS (if applicable): N/A		Explanation:  ACWM will recover its expenses for abatement costs, including clerical functions such as mailings, boundary determination, data entry, etc., through direct assessments on the property taxes of individual properties.	
Total cost: \$ No NCC	Funding source: N/A							
TERMS (if applicable): N/A								
Explanation:  ACWM will recover its expenses for abatement costs, including clerical functions such as mailings, boundary determination, data entry, etc., through direct assessments on the property taxes of individual properties.								
<b>PURPOSE OF REQUEST</b>	We are requesting that the Board of Supervisors: <ol style="list-style-type: none"> <li>1. Accept the Referee Hearing Report.</li> <li>2. Order ACWM and the District to enforce the removal of hazardous brush, dry grass, weeds, rubbish, illegal dumping, combustible growth or flammable vegetation, to include native and ornamental vegetation, from improved and unimproved properties in Los Angeles County as listed on the Resolution of the Board of Supervisors approved on January 10, 2023.</li> </ol>							

<b>BACKGROUND</b> (include internal/external issues that may exist including any related motions)	<p>Weed, brush and rubbish abatement is conducted pursuant to California Health and Safety Code (Code) Sections 13879 and 14875-14922. The initial step of the process was the adoption of a resolution by the Board on January 10, 2023, during which time weeds, brush and rubbish on designated properties were declared to be a public nuisance. Following the resolution, a legal notice was mailed to each affected property owner in the form prescribed by Section 14892 of the Code. The legal notice included the date and time of this hearing, and no further notice or newspaper publication is required.</p> <p>After the notices had been mailed, public hearings were held before the Weed Abatement and Brush Clearance Referees in Arcadia and the Antelope Valley on February 15, 2023, and February 16, 2023, respectively, at which property owners attended the public hearings where they were given individual consultation regarding program-related issues such as:</p> <ul style="list-style-type: none"> <li>• Why their properties have been included in the program</li> <li>• When their properties need to be cleared</li> <li>• What needs to be done on the property to remove the hazard or public nuisance</li> <li>• The inspection fee</li> <li>• Clearance costs</li> </ul> <p>Property owners who have objections to having their properties included in the program may appear before the Board during this hearing, as required by Section 14898 of the Code, after which the Board may allow or overrule any or all objections and order ACWM and the District to continue with abatement proceedings.</p> <p>ACWM and the District will keep an account of the cost of abatement, including enforcement and inspection fees, and will render a report containing all itemized costs of abatement charges (Report) to the Board showing the cost of abatement on each separate parcel of land. Pursuant to Section 14910 of the Code, the Board shall receive and consider the Report at a hearing on July 18, 2023, during which time the Board will hear any objections from property owners liable to be assessed for the cost of the abatement that was required.</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>



**Kurt E. Floren**  
Agricultural Commissioner  
Director of Weights and Measures

## COUNTY OF LOS ANGELES

### *Department of Agricultural Commissioner/ Weights and Measures*

12300 Lower Azusa Road  
Arcadia, CA 91006-5872  
<http://acwm.lacounty.gov>



**Maximiliano E. Regis**  
Chief Deputy

March 14, 2023

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:

### **2023 BRUSH CLEARANCE/WEED ABATEMENT REFEREES' HEARING REPORT (ALL DISTRICTS) (3-VOTES)**

#### **SUBJECT**

Annual abatement of hazardous vegetation is a critical component of the overall fire prevention infrastructure throughout most of Los Angeles County. The actions, which are requested herein of your Board, are part of the legal process that is required to carry out this critical public safety function. The abatement of hazardous vegetation is completed by a joint effort of the Department of Agricultural Commissioner/Weights and Measures (ACWM) and the Consolidated Fire Protection District of Los Angeles County (District).

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

1. Accept the Referee Hearing Report.
2. Order ACWM and the District to enforce the removal of hazardous brush, dry grass, weeds, rubbish, illegal dumping, combustible growth or flammable vegetation, to include native and ornamental vegetation, from improved and unimproved properties in Los Angeles County as listed on the Resolution of the Board of Supervisors approved on January 10, 2023.

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

Various properties, which are both improved and unimproved (vacant), were declared by prior Board resolution to contain or have the potential to contain public nuisances due to hazardous vegetation or rubbish. By accepting the Referee Hearing Report and holding

this hearing, ACWM and the District will be able to take the actions necessary to cause the public nuisances to be abated if not done so by the owners of the properties upon which the unsafe conditions exist. ACWM will continue to focus primarily on the unimproved (vacant) properties and the District will continue to work towards achieving fire safety on the improved properties.

### Implementation of Strategic Plan Goals

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

### **FISCAL IMPACT/FINANCING**

There is no net County cost.

ACWM will recover its expenses for abatement costs, including clerical functions such as mailings, boundary determination, data entry, etc., through direct assessments on the property taxes of individual properties.

The District will assess fines directly to private property owners of declared improved properties if they fail to comply with two official notices to abate hazards that constitute a public nuisance. Reimbursement of initial inspections and abatement costs for enforcement services beyond annual inspection, will be recovered through direct assessments to the tax roll of individual properties. The Board of Supervisors has approved an initial inspection fee of \$100.00 for all declared improved parcels. The County of Los Angeles Auditor-Controller has approved abatement enforcement costs of \$908.00 for improved parcels that require enforcement actions beyond a second inspection.

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

Weed, brush and rubbish abatement is conducted pursuant to California Health and Safety Code (Code) Sections 13879 and 14875-14922. The initial step of the process was the adoption of a resolution by the Board on January 10, 2023, during which time weeds, brush and rubbish on designated properties were declared to be a public nuisance. Following the resolution, a legal notice was mailed to each affected property owner in the form prescribed by Section 14892 of the Code. The legal notice included the date and time of this hearing, and no further notice or newspaper publication is required.

After the notices had been mailed, public hearings were held before the Weed Abatement and Brush Clearance Referees in Arcadia and the Antelope Valley on February 15, 2023, and February 16, 2023, respectively, at which property owners attended the public hearings where they were given individual consultation regarding program-related issues such as:

- Why their properties have been included in the program
- When their properties need to be cleared
- What needs to be done on the property to remove the hazard or public nuisance
- The inspection fee
- Clearance costs

Property owners who have objections to having their properties included in the program may appear before the Board during this hearing, as required by Section 14898 of the Code, after which the Board may allow or overrule any or all objections and order ACWM and the District to continue with abatement proceedings.

ACWM and the District will keep an account of the cost of abatement, including enforcement and inspection fees, and will render a report containing all itemized costs of abatement charges (Report) to the Board showing the cost of abatement on each separate parcel of land. Pursuant to Section 14910 of the Code, the Board shall receive and consider the Report at a hearing on July 18, 2023, during which time the Board will hear any objections from property owners liable to be assessed for the cost of the abatement that was required.

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

There will be no impact on current services.

Respectfully submitted,

KURT E. FLOREN  
Agricultural Commissioner  
Director of Weights and Measures

ANTHONY C. MARRONE  
Fire Chief

KEF/acm:AZ:mm

Enclosures

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



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

ADRIAN ZAVALA, DEPUTY DIRECTOR/BUREAU CHIEF, AGRICULTURAL COMMISSIONER/WEIGHTS AND MEASURES, being first duly sworn, affirms: On or before the 1st day of February 2023, as required by the State of California Health and Safety Code Section 14896, I mailed, or caused to be mailed, to the owners of each of 26,979 properties as their names and addresses appear from the last equalized assessment roll, or as were known to the clerk, a notice or notices ("Annual Weed Abatement Notice") to destroy noxious or dangerous weeds or remove brush, rubbish and refuse, and setting the 15th and 16th days of February 2023, as the dates upon which owners of said properties could attend a meeting of the Weed Abatement Referee, when their objections would be heard and given due consideration. Attached is a true and correct copy of such Notice.

I have personal knowledge of the foregoing, and if called upon could competently testify thereto.

I declare under penalty of perjury that the foregoing is true and correct.

---

ADRIAN ZAVALA  
Deputy Director, Bureau Chief

WITNESSED BY:

This 1st day of February 2023

---

MYRNA MADRID  
Staff Assistant III  
Weed Hazard and Integrated Pest Management Bureau



**Kurt E. Floren**  
Agricultural Commissioner  
Director of Weights and Measures

**COUNTY OF LOS ANGELES**

**Department of  
Agricultural Commissioner/  
Weights and Measures**

12300 Lower Azusa Road  
Arcadia, California 91006-5872  
<http://acwm.lacounty.gov>



**Maximiliano E. Regis**  
Chief Deputy

**Annual Weed Abatement Notice**

Dear Property Owner:

You are the recorded owner of a parcel of land, identified as Assessor's Identification Number (AIN):

ASSESSOR'S IDENTIFICATION NUMBER			ZONE
MAPBOOK	PAGE	PARCEL	

The following is a legal notice regarding hazardous conditions that are or could be on the parcel. The other side of this letter contains a much more detailed explanation of your responsibility as a property owner and how to get more information.

**NOTICE TO DESTROY WEEDS, REMOVE BRUSH, RUBBISH AND REFUSE**

**NOTICE IS HEREBY GIVEN THAT ON JANUARY 10, 2023, THE BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES**

passed or will pass a resolution declaring noxious or dangerous vegetation\* or rubbish and refuse were growing or occurring upon or in front of property on certain streets in said city or unincorporated area of the County of Los Angeles, more particularly described in the resolution, and that they constitute a public nuisance which must be abated by the removal of said noxious or dangerous vegetation, rubbish and refuse. The resolution further declares that, if not abated, the vegetation and/or rubbish and refuse may be removed and the nuisance abated by County authorities in which case the cost of removal shall be assessed upon the lots or land from or in front of which the noxious or dangerous vegetation, rubbish and refuse are removed. Such cost will constitute a special assessment against such lots or lands. Reference is hereby made to said resolution for further particulars. In addition, the Board of Supervisors of the County of Los Angeles authorized and directed the Agricultural Commissioner to recover its costs of details. All property owners having any objections to the proposed removal of noxious or dangerous vegetation, rubbish and refuse and the recovery of inspection costs, are hereby notified that they may attend a hearing at the following location(s):

**WEED ABATEMENT REFEREE HEARINGS**

**(1) Arcadia**

**Wednesday, February 15, 2023, from 9:30 AM until noon at 12300 Lower Azusa Road, Arcadia, CA 91006 or**

**(2) Antelope Valley**

**Thursday, February 16, 2023, from 9:30 AM until noon at the Los Angeles County Administrative Bldg. 335 East Ave. K-10, Lancaster, CA 93535**

A property owner may attend a public hearing before the Board of Supervisors on March 14, 2023, at 9:30 am.

**You are not required to go to the public hearing(s)** See reverse of this notice for more information regarding the public hearings.

*\*Including weeds, brush, tumbleweeds, sagebrush or vegetation that is not pruned or is otherwise neglected so as to attain such large growth as to become, when dry, a fire menace to adjacent improved property.*

This Notice Dated: February 1, 2023

Kurt E. Floren, Agricultural Commissioner

**THE DEPARTMENT**

We are the Los Angeles County, Department of Agricultural Commissioner/ Weights and Measures. One of our missions is to help protect the lives and property of Los Angeles County residents through a Hazard Abatement Program (Program) conducted pursuant to the California Health and Safety Code sections 13879 and 14875-14922\*

**ABOUT THIS NOTICE**

You received this notice because you were identified as the owner of the parcel referenced by the AIN number on the front of this document. Your name and address were obtained as they appeared on the last equalized tax assessment roll.

Your parcel (property) was included in the Program for one of the following reasons:

- ✓ Weeds, brush or neglected vegetation are, or could grow to be, close enough to a house or other structure to pose a fire hazard to the house.
- ✓ Weeds or brush are close enough to a road to jeopardize use of the road in the event of a fire.
- ✓ Accumulated piles of rubbish, refuse, trash, litter, or other flammable material, etc., is or may be on the property creating a health or fire hazard, or some other public nuisance condition.
- ✓ (Antelope Valley only) Large amounts of tumbleweeds are, or may be, on the property which can blow off and spread, cause traffic accidents on the highway, damage agricultural crops or build up along fences, homes, etc.\*\*

**WHAT ARE YOUR RESPONSIBILITIES**

For your property

You are expected to maintain your property hazard free. Depending on the area, dry weeds, brush or neglected vegetation within **100 feet up to 200 feet** from a home or other structure, or 10 feet of a road, are considered a hazard. Please contact us if you are not sure how much you are expected to clear or if you have any questions. If your vacant parcel is not within 100 feet of a home or other structure, it has been included in the Program because of the potential for tumbleweeds\*\* (Antelope Valley only) or accumulations of trash.

The Hearings

The front of this notice has dates, locations and times for public hearings. They are provided to give property owners the chance to discuss the Program and bring up any concerns directly with Program staff.

**YOU ARE NOT REQUIRED TO GO TO THE PUBLIC HEARING(S)**, however the **Weed Abatement Referee Hearings** may be good opportunities for you to:

- Find out exactly where your vacant property is located
- Learn why your property was included in the Program
- Provide us with information to help us determine if your property should be removed from the Program.

Change of Ownership

If you are no longer the owner of the property identified in this notice, please notify the L.A. County Assessor’s Office, Ownership Services, at 1(888) 807-2111 (Toll Free), (213) 974-3211, or their website <http://assessor.lacounty.gov> immediately. If you sell or have sold the property, failure to disclose this legal notice to the new owner may make you liable for all hazard abatement charges assessed to the property.

Native Trees

In many areas of the County, certain native trees like oaks, walnuts and sycamores may be protected by County or City ordinances. Please contact our office prior to cutting or pruning any of these.

Discing

The use of discing for weed abatement is prohibited within most areas of the Santa Monica Mountains. More information is available here: [http://planning.lacounty.gov/assets/upl/project/coastal\\_adopted-LIP.pdf](http://planning.lacounty.gov/assets/upl/project/coastal_adopted-LIP.pdf) or by calling the Los Angeles County Department of Regional Planning at (213) 974-6453.

**HAZARD ABATEMENT (CLEARANCE) TIMELINE**

**IMPORTANT! Don’t clear your property too early.** Your property may not need to be cleared at the time of receiving this notice. April 1, 2023, is the earliest the County will begin clearance operations. It could be much later in your area. The process of County inspections and abatement can take up to several months, so if you are planning to maintain your own property, let us know by using the enclosed Response Card or online at <http://acwm.lacounty.gov> no later than **March 15, 2023**. You will then be sent a clearance deadline specific to your area. For more information visit our website or call our office.

Regrowth of vegetation due to late rainfall may result in the need for more than one clearance during the year.

After **April 1, 2023**, the County will begin systematically inspecting parcels and, if hazardous weeds, brush or trash are present, the County will abate the hazard(s).\*\* The cost of the abatement will be assessed to the parcel appearing as a separate item (LA CO HAZ ABATE) on the annual tax bill.

**INSPECTION FEE**

The Board of Supervisors has authorized an Inspection Fee of \$\_\_\_\_\_ which will be assessed on all affected properties whether or not they are cleared by the property owners.

**HOW TO CONTACT US**

You may communicate with us using the enclosed Response Card, online at <http://acwm.lacounty.gov> or by telephone at (626) 575-5484.

\* In the following cities, the Hazard Abatement Program is conducted pursuant to the California Government Code, sections 39560-39588: Arcadia, Commerce, Glendale, La Verne, Monterey Park, Santa Fe Springs, and South Pasadena.

\*\*SPECIAL INFORMATION REGARDING TUMBLEWEEDS: Because of environmental factors, systematic inspections and abatement of current season’s growth of tumbleweeds on parcels in the Antelope Valley will not begin until **October 1, 2023**.

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

KATHLEEN I. DELOS REYES, DEPUTY FORESTER, FORESTRY, COUNTY OF LOS ANGELES FIRE DEPARTMENT, being duly sworn says: That on or before the 1<sup>st</sup> of February, 2023, he mailed, or caused to be mailed, all “Annual Brush Clearance Notices” to the owners of each of the properties described in the Declaration List, as their names and residential addresses and a description of the property in question appear from the last equalized assessment roll, or as known to the clerk, which notices request owners to destroy hazardous brush, dry grass, weeds, combustible growth or flammable vegetation, to include native and ornamental vegetation, and sets the 15th and 16th days of February, 2023, as the dates upon which owners of said property may attend a hearing of the Brush Clearance Referee, when their objections will be heard and given due consideration. Attached is a true and correct copy of such notice.

I have personal knowledge of the foregoing, and if called upon could competently testify thereto.

I declare under penalty of perjury that the foregoing is true and correct.

---

KATHLEEN I. DELOS REYES  
Deputy Forester, Forestry

WITNESSED BY:

This \_\_\_\_\_ day of \_\_\_\_\_, 2023

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CHRISTIE CAMACHO  
Senior Secretary III



# COUNTY OF LOS ANGELES FIRE DEPARTMENT

BRUSH CLEARANCE UNIT  
605 NORTH ANGELENO AVENUE  
AZUSA, CA 91702  
(626) 969-2375

<https://fire.lacounty.gov/fire-hazard-reduction-programs/>  
"Proud Protectors of Life, Property, and the Environment"

## BOARD OF SUPERVISORS

HILDA L. SOLIS  
FIRST DISTRICT

HOLLY J. MITCHELL  
SECOND DISTRICT

LINDSEY P. HORVATH  
THIRD DISTRICT

JANICE HAHN  
FOURTH DISTRICT

KATHRYN BARGER  
FIFTH DISTRICT

ANTHONY C. MARRONE  
FIRE CHIEF  
FORESTER & FIRE WARDEN

# DRAFT

OWNER  
ADDRESS  
ADDRESS

## ANNUAL BRUSH CLEARANCE NOTICE 2023

Dear Property Owner:

This is the first notice of inspection and a reminder that the County of Los Angeles Fire Department will be conducting annual brush clearance inspections within the next few months, or fuel modification inspections throughout the year.

### PROPERTY DESCRIPTION

ASSESSOR'S IDENTIFICATION NUMBER			SITE ADDRESS
MAPBOOK XXXX	PAGE XXX	PARCEL XXX	XXXXXXXXXXXXX

### NOTICE TO DESTROY HAZARDOUS BRUSH, DRY GRASS, WEEDS, COMBUSTIBLE GROWTH OR FLAMMABLE VEGETATION TO INCLUDE NATIVES AND ORNAMENTALS

#### NOTICE IS HEREBY GIVEN THAT ON JANUARY 10, 2023 THE BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES

passed or will pass a resolution declaring that hazardous brush, dry grass, weeds, combustible growth or flammable vegetation to include native and ornamental vegetation where growing upon or in front of said improved property as specifically described by the parcel number in the resolution, to be a potential fire hazard or nuisance which, upon inspection by the County of Los Angeles Fire Department is verified to be an existing hazard or nuisance and violation of the County Fire Code pertaining to clearance of brush and vegetation growth, must be removed and the nuisance abated by the Agricultural Commissioner and the cost of removal assessed upon the land. In addition, the Board of Supervisors authorized and directed the County of Los Angeles Fire Department and the Agricultural Commissioner to recover their costs related to the enforcement of the fire code. All property owners having objection to the removal of brush, dry grass, weeds, combustible growth or flammable vegetation, including natives and ornamentals, are hereby notified that they may attend a brush clearance referee hearing at the following location(s):

- (1) Arcadia  
Wednesday, February 15, 2023, from 9:30 a.m. until noon at 12300 Lower Azusa Rd., CA 91006 or
- (2) Antelope Valley  
Thursday, February 16, 2023, from 9:30 a.m. until noon at the Los Angeles County Administrative Bldg. 335 East Ave. K-10, Lancaster, CA 93535

Protests which are not resolved will be sent before the BOARD of Supervisors on March 14, 2023 at 9:30 a.m., when their objections will be heard and given due consideration. If a property owner does not want to present objections to the proposed removal of hazardous brush, dry grass, weeds, combustible growth or flammable vegetation, or the recovery of enforcement and abatement cost, he/she need not to appear at the above-mentioned meeting(s).

This Notice Dated: February 1, 2023

Anthony C. Marrone, Fire Chief

#### SERVING THE UNINCORPORATED AREAS OF LOS ANGELES COUNTY AND THE CITIES OF:

AGOURA HILLS  
ARTESIA  
AZUSA  
BALDWIN PARK  
BELL  
BELL GARDENS  
BELLFLOWER  
BRADBURY  
CALABASAS

CARSON  
CERRITOS  
CLAREMONT  
COMMERCE  
COVINA  
CUDAHY  
DIAMOND BAR  
DUARTE

EL MONTE  
GARDENA  
GLENDALE  
HAWAIIAN GARDENS  
HAWTHORNE  
HERMOSA BEACH  
HIDDEN HILLS  
HUNTINGTON PARK  
INDUSTRY

INGLEWOOD  
IRVINDALE  
LA CANADA-FLINTRIDGE  
LA HABRA  
LA MIRADA  
LA PUENTE  
LAKEWOOD  
LANCASTER

LAWDALE  
LOMITA  
LYNWOOD  
MALIBU  
MAYWOOD  
NORWALK  
PALMDALE  
PALOS VERDES ESTATES  
PARAMOUNT

PICO RIVERA  
POMONA  
RANCHO PALOS VERDES  
ROLLING HILLS  
ROLLING HILLS ESTATES  
ROSEMEAD  
SAN DIMAS  
SANTA CLARITA

SIGNAL HILL  
SOUTH EL MONTE  
SOUTH GATE  
TEMPLE CITY  
VERNON  
WALNUT  
WEST HOLLYWOOD  
WESTLAKE VILLAGE  
WHITTIER

## BRUSH CLEARANCE REQUIREMENTS

Thousands of homes are in danger of destruction by fire because of their proximity to brush-covered areas. Homes with wood shake roofs, wood siding, decks, patio covers, or exposed eaves are particularly vulnerable to the spread of fire. Despite efforts by firefighters, wildland fires fanned by strong winds can destroy homes. It is your legal responsibility to take the necessary action by clearing vegetation around all structures at risk. A fire safe landscape creates a defensible space to help protect against approaching wildfires.

### WHAT ARE YOUR RESPONSIBILITIES

1. Establish a 5-foot Ember Resistant Zone around all structures. Eliminate all vegetation and materials that could be ignited by embers from a wildfire.
2. Native and ornamental vegetation known to be flammable, including, but not limited to: Acacia, Cedar, Cypress, Eucalyptus, Juniper, Pine, and Pampas Grass, shall be removed within 30 feet of any structure or, 50 feet in extra hazard areas. Ornamental grasses and ground cover should be maintained at no higher than 3 inches.
3. Thin remaining vegetation for the next 70 feet, for a total of 100 feet, around any structure by clearing, trimming, thinning, limbing up removing flammable vegetation and dead wood. For high hazard areas this distance can be increase to a maximum of 200 feet.
4. Specimen native trees and shrubs are permissible, provided they do not form a means of transmitting fire to any structure. It is recommended that specimen shall be spaced a minimum of 15 feet or 3 times diameter from other specimens, structures or surrounding native brush.
5. Access road shall be maintained with a minimum of 10 feet of brush clearance on each side. Fire access roads shall have an unobstructed vertical clearance to the sky. Trees overhanging fire access road shall be maintained to provide adequate vertical clearance.
6. Provide a minimum of 3 feet of brush clearance around all fire hydrants.
7. It is required that all trees and shrubs shall be maintained free of deadwood and litter. Shrubs may be required to be trimmed up from the ground 1/3 of their height. Trees shall be trimmed a minimum of 6 feet or 1/3 of their height up to 40 feet, depending on surface fuels.
8. Trees are best trimmed during dormancy or during the winter months. Care should be taken when trimming trees during spring as this is the nesting season for many species of birds.

### INSPECTION FEE

The Board of Supervisors has authorized an Inspection Fee of \$100.00 which will be assessed on all declared hazardous properties whether or not they are cleared by the property owner.

### INSPECTION TIMELINE

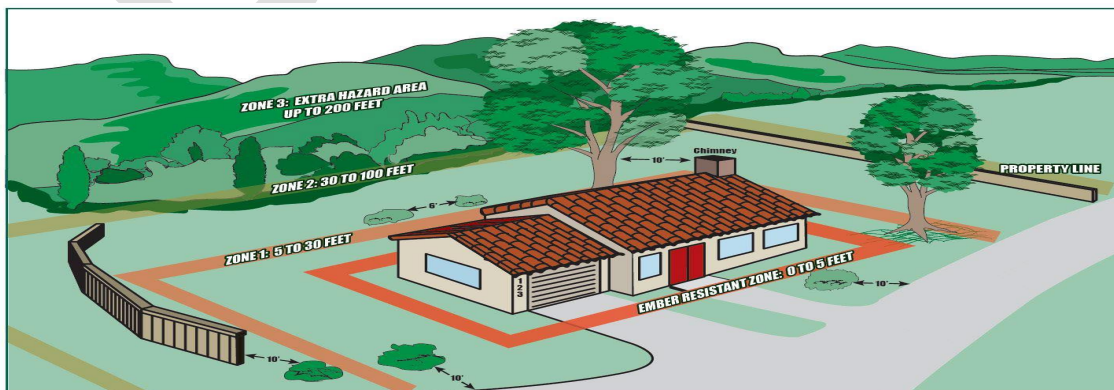
Brush Clearance inspections are scheduled to begin **April 1** in the Antelope Valley, **June 1** in the Coastal Area, and **May 1** in all other areas. If hazardous fire conditions exist on your property at the time of inspection, you will be issued an Official Inspection Report which will indicate existing violations and provide specific clearing instructions and a compliance deadline.

Failure to comply with the Official Inspection Report will result in the imposition of a \$500 administrative fine. An additional \$908 direct assessment will be added to your annual tax bill as item CO FIRE ABMT ENF to recover the County of Los Angeles Fire Department costs related to enforcement of the Fire Code. Additionally, if your parcel is inspected or cleared by the Agricultural Commissioner, an inspection fee of \$\_\_\_ and the clearing costs will be placed on your annual tax bill as item LA CO HAZ ABATE.

### HOW TO CONTACT US

For additional information regarding specific clearing requirements, contact your local jurisdictional fire station or the Brush Clearance Unit at (626) 969-2375.

### EXTRA HAZARDOUS AREAS MAY REQUIRE 200 FEET OF CLEARANCE



PREPARE FOR WILDFIRES: CREATE AND MAINTAIN A DEFENSIBLE SPACE