



**Chief
Executive
Office.**

COUNTY OF LOS ANGELES
CHIEF EXECUTIVE OFFICER
Fesia A. Davenport

COMMUNITY SERVICES CLUSTER AGENDA REVIEW MEETING

DATE: Wednesday, March 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 (Public Works) for March 7, 2023 Board agenda:
ENVIRONMENTAL SERVICES CORE SERVICE AREA
RETROACTIVE PAYMENTS FOR HAUL TRUCK SERVICES
 - B.** Board Letter (Beaches and Harbors) for March 21, 2023 Board agenda:
REQUEST AUTHORITY TO AWARD AS-NEEDED PROFESSIONAL
DESIGN AND PHOTOGRAPHY SERVICES MASTER AGREEMENTS
 - C.** Board Letter (Chief Executive Office) for March 21, 2023 Board agenda:
AUTHORIZATION TO SUBMIT GRANT AND LOAN APPLICATION TO
THE CALIFORNIA STRATEGIC GROWTH COUNCIL ON BEHALF OF THE
COUNTY OF LOS ANGELES FOR THE AFFORDABLE HOUSING AND
SUSTAINABLE COMMUNITIES PROGRAM

- D.** Board Letter (Internal Services Department) for March 21, 2023 Board agenda:
DEPARTMENT OF PARKS AND RECREATION
SANTA FE DAM MAINTENANCE BUILDING ELECTRICAL
SYSTEM REPLACEMENT PROJECT
CATEGORICAL EXEMPTION
ESTABLISH AND APPROVE CAPITAL PROJECT NO. 87913
APPROVE PROJECT BUDGET AND APPROPRIATION ADJUSTMENT
AUTHORIZE USE OF JOB ORDER CONTRACT
- E.** Board Letter (Parks and Recreation) for March 21, 2023 Board agenda:
AMENDMENTS TO OPERATING AGREEMENTS
FOR THE MAINTENANCE AND OPERATION OF FOUR COUNTY
EQUESTRIAN CENTERS
- F.** Board Letter (Public Works) for March 21, 2023 Board agenda:
CONSTRUCTION CONTRACT
TRANSPORTATION CORE SERVICE AREA
ADOPT RESOLUTION NOS. 3988, 3989, AND 3990 FOR
HIGHWAYS-THROUGH-CITIES FUNDING
ADOPT, ADVERTISE, AND AWARD
BEVERLY BOULEVARD TRAFFIC SIGNAL SYNCHRONIZATION
PROGRAM
POMONA BOULEVARD TO PICKERING AVENUE
PROJECT ID NO. TSM0010262
IN THE CITIES OF MONTEBELLO, PICO RIVERA, AND WHITTIER AND
THE UNINCORPORATED COMMUNITY OF EAST LOS ANGELES
- G.** Board Letter (Public Works) for March 21, 2023 Board agenda:
CONSTRUCTION CONTRACT
TRANSPORTATION CORE SERVICE AREA
ADOPT RESOLUTION NO. 3994 FOR HIGHWAYS-THROUGH-CITIES
FUNDING ADOPT, ADVERTISE, AND AWARD
OLYMPIC BOULEVARD TRAFFIC SIGNAL SYNCHRONIZATION
PROGRAM
INDIANA STREET TO MONTEBELLO BOULEVARD
PROJECT ID NO. TSM0010287
IN THE CITIES OF COMMERCE, LOS ANGELES, AND MONTEBELLO
AND IN THE UNINCORPORATED COMMUNITY OF EAST LOS ANGELES
- H.** Board Letter (Public Works) for March 21, 2023 Board agenda:
WATER RESOURCES CORE SERVICE AREA
CHANGES IN WORK FOR A CONSTRUCTION CONTRACT
BRADBURY CHANNEL REPAIR, ET AL.
PROJECT ID NO. FCC0001311
IN THE CITIES OF BRADBURY, COVINA, AND INDUSTRY AND IN THE
UNINCORPORATED COMMUNITY OF ROWLAND HEIGHTS

- I.** Board Letter (Public Works) for March 21, 2023 Board agenda:
CONSTRUCTION CONTRACT
TRANSPORTATION CORE SERVICE AREA
DELEGATE AUTHORITY TO ADOPT, ADVERTISE, AND AWARD
HACIENDA HEIGHTS COMMUNITY – LETICIA DRIVE, ET AL. PHASE I
PROJECT ID NO. RMD1106809
IN THE UNINCORPORATED COMMUNITY OF HACIENDA HEIGHTS
- J.** Board Letter (Public Works) for March 21, 2023 Board agenda:
SERVICES CONTRACT
TRANSPORTATION CORE SERVICE AREA
KING MEDICAL CENTER AND WILLOWBROOK SHUTTLE SERVICES IN
THE UNINCORPORATED COUNTY COMMUNITY OF WILLOWBROOK
- K.** Board Letter (Public Works) for March 21, 2023 Board agenda:
TRANSPORTATION CORE SERVICE AREA
RESOLUTION OF INTENTION AND INTRODUCTION OF AN
ORDINANCE TO GRANT A PROPRIETARY PETROLEUM PIPELINE
FRANCHISE TO MATRIX PIPELINE, L.P.
- L.** Board Letter (Public Works) for March 21, 2023 Board agenda:
TRANSPORTATION CORE SERVICE AREA
RESOLUTION OF INTENTION AND INTRODUCTION OF AN
ORDINANCE TO GRANT A PROPRIETARY INDUSTRIAL GAS PIPELINE
FRANCHISE TO AIR PRODUCTS AND CHEMICALS, INC
- M.** Board Letter (Public Works) for March 21, 2023 Board agenda:
WATER RESOURCES CORE SERVICE AREA
SALE OF SURPLUS REAL PROPERTY FROM
THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT
TO MR. EDUARDO E. CEBERIO AND MS. ALIXCA J. SOBERANTES-
CEBERIO PICKENS CANYON CHANNEL, PARCEL 42EXF,
IN THE UNINCORPORATED LA CRESCENTA-MONTROSE AREA
OF THE COUNTY OF LOS ANGELES
- N.** Board Letter (Public Works) for March 21, 2023 Board agenda:
WATER RESOURCES CORE SERVICE AREA
GRANT OF EASEMENT
FROM THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT TO
MR. JOHN ROSS WARFEL AND MRS. DEBRA LYNN WARFEL,
TRUSTEES OF THE WARFEL FAMILY TRUST ESTABLISHED UNDER
DECLARATION OF TRUST DATED APRIL 24, 2003,
SANTA MONICA CANYON CHANNEL, PARCEL 64GE,
IN THE PACIFIC PALISADES COMMUNITY
OF THE CITY OF LOS ANGELES

- O.** Board Letter (Public Works) for March 21, 2023 Board agenda:
TRANSPORTATION CORE SERVICE AREA
THE OLD ROAD OVER CASTAIC CREEK PROJECT
IN THE UNINCORPORATED COUNTY COMMUNITY OF VAL VERDE
ADOPT THE MITIGATED NEGATIVE DECLARATION
AND THE MITIGATION MONITORING AND REPORTING PROGRAM
AND APPROVE THE PROJECT
- P.** Board Letter (Regional Planning) for March 21, 2023 Board agenda:
GENERAL PLAN AND HOUSING ELEMENT ANNUAL PROGRESS
REPORTS CY 2022
- Q.** Board Letter (Regional Planning) for April 11, 2023 Board agenda:
PUBLIC HEARING ON LAKE LOS ANGELES
COMMUNITY STANDARDS DISTRICT ORDINANCE
PROJECT NO. 2019-003977-(5)
ADVANCE PLANNING CASE NO. RPPL2018002312
PROJECT LOCATION: LAKE LOS ANGELES
- R.** Board Letter (Regional Planning) for April 11, 2023 Board agenda:
PUBLIC HEARING ON THE PEARBLOSSOM
COMMUNITY STANDARDS DISTRICT ORDINANCE
PROJECT NO. 2019-003978-(5)
ADVANCE PLANNING CASE NO. RPPL2019002601
PROJECT LOCATION: PEARBLOSSOM
- S.** Board Letter (Regional Planning) for April 11, 2023 Board agenda:
PUBLIC HEARING ON THE CHAPMAN WOODS
COMMUNITY STANDARDS DISTRICT
PROJECT NO. PRJ2021-003368-5
ADVANCE PLANNING CASE NO. RPPL2021009333
PROJECT LOCATION: CHAPMAN WOODS
- T.** Board Letter (Regional Planning) for April 11, 2023 Board agenda:
PUBLIC HEARING ON THE
UPDATE TO THE SOUTHEAST ANTELOPE VALLEY
COMMUNITY STANDARDS DISTRICT ORDINANCE
PROJECT NO. 2019-003974-5
ADVANCE PLANNING CASE NO. RPPL2019002636
PROJECT LOCATION: LITTLEROCK AND SUN VILLAGE

Wednesday, March 1, 2023

3. PRESENTATION/DISCUSSION ITEM(S):

- A.** Board Briefing (Public Works):
ENVISION UPDATE
Speaker: Mark Pestrella
- B.** Board Briefing (Public Works):
FLOOD IMPACTS DUE TO CLIMATE CHANGE
Speaker: Mark Pestrella

CLOSED SESSION:

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

Richard Martinez v. City of Whittier, et al
Los Angeles Superior Court Case No. 20STCV20921
Department of Parks and Recreation

4. PUBLIC COMMENTS (2 minutes each speaker)

5. ADJOURNMENT

**BOARD LETTER/MEMO
CLUSTER FACT SHEET**

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	3/1/2023	
BOARD MEETING DATE	3/7/2023	
SUPERVISORIAL DISTRICT AFFECTED	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input type="checkbox"/> 4 th <input type="checkbox"/> 5 th	
DEPARTMENT(S)	Public Works	
SUBJECT	Retroactive Payments for Haul Truck Services	
PROGRAM	N/A	
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why:	
DEADLINES/ TIME CONSTRAINTS		
COST & FUNDING	Total cost: \$1,496,609.09	Funding for these services is included in the Internal Service Fund (B04 – Services and Supplies) and Road Fund (B03 – Services and Supplies) Fiscal Year 2022-23 Budgets. The Internal Service Fund will be reimbursed by the Flood Control District Fund (B07).
	TERMS (if applicable): N/A	
	Explanation: Approval of retroactive payment is crucial in ensuring that seven contractors are paid for their haul truck services provided to Public Works for restoring full capacity to our unimproved stormwater channel system and safeguard the communities living around these channels.	
PURPOSE OF REQUEST	Approve retroactive payment of 81 invoices from 7 contractors totaling \$1,496,609.09.	
BACKGROUND (include internal/external issues that may exist including any related motions)	On July 7, 2020, the Board approved the Revised Board Policy No. 5.015, Timely Submission of Contracts for Board Approval. This Policy states that contracts requiring Board approval must be filed no later than the Board agenda, 3 weeks preceding the last agenda date at which the Board can act prior to expiration of an existing contract or prior to the contract's effective date.	
EQUITY INDEX OR LENS WAS UTILIZED	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:	
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please state which one(s) and explain how: This recommendation supports Board Priority No. 5, Environmental Health Oversight and Monitoring. The removal of mud and debris from several roads and the softbottom channel clearing of 40 reaches helped to ensure the safety of the communities living around these areas.	
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Coby Skye, Deputy Director, (626) 458-4016, cell (562) 212-9500, cskye@pw.lacounty.gov	

March 7, 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:

**ENVIRONMENTAL SERVICES CORE SERVICE AREA
RETROACTIVE PAYMENTS FOR HAUL TRUCK SERVICES
(ALL SUPERVISORIAL DISTRICTS)
(3 VOTES)**

SUBJECT

Public Works is seeking authorization to make retroactive payments to seven contracted vendors for haul truck services initiated during the contract term but completed after the contract termination date.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the proposed action is not a project, or in the alternative exempt, under the California Environmental Quality Act for the reasons stated in this Board letter and the record of the project.
2. Approve retroactive payment of 81 invoices from 7 contractors totaling \$1,496,609.09.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommended action will authorize Public Works to make retroactive payments to seven on-call haul truck service providers in varying amounts listed in the enclosed spreadsheet for work performed at various work sites in the County.

Public Works utilizes haul truck service contractors to support ongoing road and stormwater maintenance operations. These services include the use of medium to large haul trucks at numerous road clearing and stormwater maintenance sites throughout the County. All seven of Public Works' haul truck contractors provided these services following the recent rainstorms.

Specifically, the contractors assisted Public Works by performing work of a critical nature and urgent necessity to protect public health and safety by providing services to remove mud and debris from Pine Canyon Road and Lake Hughes Road. These two roads were impacted by the Lake Fire event, which remains subject to a continuing local emergency declaration by the Board. On September 11, 2022, the community experienced a 100-year storm causing over 200,000 cubic yards of debris from the mountainside burying the roadway and trapping motorists. Since the initial incident on September 11, 2022, the community experienced additional storms, again, causing more debris to fill drains and block roadways. Public Works' crews, with assistance from the seven haul truck contractors, worked to clear drains and restore washed out slopes and shoulders. In addition to the critical and urgent road maintenance work, the contractors were also utilized to perform time-sensitive, softbottom channel clearing of 40 reaches, including Bouquet Canyon Channel, Pico Canyon Channel, Santa Clara River, and Santa Clara River South Fork. This work is critical to ensure the restoration of full capacity to our unimproved stormwater channel system, ensuring the safety of the communities living around these channels.

At the time the work was ordered, Public Works was in the process of seeking Board approval to award ten new services contracts for the On-call Haul Truck Services Program to continue these services uninterrupted. Unanticipated delays within Public Works resulted in the contract renewal being filed later than we initially intended. The previous contracts expired on October 27, 2022, and Public Works did not request any services thereafter. However, several road clearing and stormwater maintenance projects were ongoing as these services were requested based on the project schedule, which extended beyond the expiration of the original contracts. Although approved by the Board on November 1, 2022, the ten new contracts were not fully executed by all parties until the third and fourth weeks of November 2022.

Public Works recognizes this presents a retroactive contract issue and is currently working to address the issue with appropriate corrective action plans in place and presentation to the Retroactive Contract Review Committee (RCRC) consistent with County Policy No. 5.015 (Timely Submission of Contracts for Board Approval) in order to obtain RCRC's approval and to prevent this from happening in the future. The presentation to the RCRC is anticipated to occur in March 2023.

Implementation of Strategic Plan Goals

These recommendations support the County Strategic Plan: Strategy III.3, Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability by providing payment for services rendered by seven contractors.

FISCAL IMPACT/FINANCING

There will be no impact to the County General Fund. There are 81 invoices from 7 contractors totaling \$1,496,609.09. Funding for these services is included in the Internal Service Fund (B04–Services and Supplies) and Road Fund (B03–Services and Supplies) Fiscal Year 2022-23 Budgets. The Internal Service Fund will be reimbursed by the Flood Control District Fund (B07).

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The subject haul truck services contracts expired on October 27, 2022, and Public Works did not request any new services thereafter. Seven contractors were assigned work based on the project schedule, which extended beyond the contract expiration date. Ten new contracts for haul truck services were approved by the Board on November 1, 2022, and executed by all parties in the third and fourth weeks of November 2022.

Under the County's retroactive contracting procedures referenced in Policy 5.015, if a retroactive issue is deemed urgent by the department, the department may seek Board approval of the retroactive payment prior to meeting with the RCRC, with the understanding that the department will make the presentation to the RCRC subsequent to the Board's approval. Public Works is seeking urgent payment to the seven vendors because they are small businesses who provided timely and necessary services to assist Public Works to address the needs of the community due to recent storm activity. Public Works has also initiated the review of the retroactive contracting issue with the RCRC.

ENVIRONMENTAL DOCUMENTATION

The recommended actions are not subject to the California Environmental Quality Act (CEQA) because they are activities that are excluded from the definition of a project by Section 21065 of the Public Resources Code and Section 15378(b) of the State CEQA Guidelines. Payment of invoices is an organizational or administrative activity of government, which will not result in direct or indirect physical changes to the environment. Additionally, and alternatively, the haul truck services to clear the roadways and softbottom channel clearing is exempt from CEQA under Section 15301 of the CEQA Guidelines as maintenance of existing public facilities.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of this request will allow payment for critical services to clear roads, road rights of way, and stormwater channels.

The Honorable Board of Supervisors
March 7, 2023
Page 4

CONCLUSION

Please return three adopted copies of this Board letter to Public Works, Fleet Management Division.

Respectfully submitted,

MARK PESTRELLA, PE
Director of Public Works

MP:RLS:sh

Enclosure

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

**OPEN APPROVED INVOICES FOR HAUL TRUCK
AS OF 02/01/2023**

VENDOR	DATE	INVOICE #	SERVICE PERIOD	AMOUNT
LAC MOTOR	12/1/2022	20253	11/07-11/11/22	\$ 4,307.20
LAC MOTOR	11/17/2022	20185	11/7/2022	\$ 7,752.96
LAC MOTOR	11/14/2022	20186	11/10/2022	\$ 7,752.96
LAC MOTOR	11/17/2022	20187	11/08-11/11/22	\$ 23,258.88
LAC MOTOR	11/10/2022	20152	11/02-11/05/22	\$ 34,262.88
LAC MOTOR	11/10/2022	20146	10/31-11/01/22	\$ 17,228.80
LAC MOTOR	11/23/2022	20243	11/14-11/15/22	\$ 16,367.36
LAC MOTOR	11/23/2022	20244	11/16-11/19/22	\$ 34,336.96
LAC MOTOR	12/1/2022	20276	11/21-11/22/22	\$ 17,228.80
LAC MOTOR	12/7/2022	20300	11/28/222	\$ 7,965.36
LAC MOTOR	12/7/2022	20301B	11/29/223	\$ 8,614.40
APRILS DISPATCH	11/17/2022	40287	11/17/2022	\$ 4,219.60
APRILS DISPATCH	11/15/2022	40283	11/14-11/15/22	\$ 8,439.20
APRILS DISPATCH	11/14/2022	40270	10/31-11/10/22	\$ 16,878.40
L CURTI TRUCK & EQUIP	11/23/2022	202211-6	11/14-11/19/22	\$ 51,924.32
L CURTI TRUCK & EQUIP	11/14/2022	202211-2	11/01-11/5/22	\$ 43,073.92
L CURTI TRUCK & EQUIP	11/14/2022	202211-3	11/07-11/11/22	\$ 45,576.00
L CURTI TRUCK & EQUIP	10/31/2022	202210-19	10/31/2022	\$ 8,506.40
L CURTI TRUCK & EQUIP	10/31/2022	202210-15A	10/28-10/29/22	\$ 22,301.60
ANAYA'S TRUCKING	10/31/2022	202210-387A	10/28-10/31/22	\$ 9,283.12
ANAYA'S TRUCKING	11/21/2022	202211-105	11/01-11/10/22	\$ 29,537.20
ANAYA'S TRUCKING	11/21/2022	202211-106	11/01-11/10/22	\$ 21,941.92
ANAYA'S TRUCKING	11/21/2022	202211-107	11/01-11/11/22	\$ 24,953.76
ANAYA'S TRUCKING	10/31/2022	202210-388A	10/17-10/31/22	\$ 5,063.52
ANAYA'S TRUCKING	11/30/2022	202211-153	11/14-11/22/22	\$ 25,310.40
ANAYA'S TRUCKING	11/30/2022	202211-155	11/14-11/22/22	\$ 12,658.80
ANAYA'S TRUCKING	11/30/2022	202211-157	11/15-11/18/22	\$ 34,600.72
ABT TRANSPORT	11/29/2022	6757	11/01-11/16/22	\$ 26,161.52
ABT TRANSPORT	12/5/2022	6784	11/02-11/16/22	\$ 37,976.40
ABT TRANSPORT	11/18/2022	6712	11/1/2022	\$ 15,823.50
ABT TRANSPORT	11/29/2022	6758	10/28-11/18/22	\$ 20,043.11
ABT TRANSPORT	11/18/2022	6713	10/28-11/04/22	\$ 66,669.70
ABT TRANSPORT	12/5/2022	6785	10/31-11/22/22	\$ 53,852.65
ABT TRANSPORT	12/28/2022	6868	11/21-11/21/22	\$ 1,770.08
ABT TRANSPORT	12/28/2022	6867	10/28-10/28/22	\$ 2,531.76
ABT TRANSPORT	12/19/2022	6852	11/4-11/18/22	\$ 9,019.40
ABT TRANSPORT	12/12/2022	6823	10/28-11/21/22	\$ 9,968.81
ALBERT BLACKSHER	11/30/2022	1198	11/23/2022	\$ 8,983.20
ALBERT BLACKSHER	11/30/2022	1197	11/21-11/22/22	\$ 17,966.40
ALBERT BLACKSHER	11/30/2022	1196	11/21-11/22/22	\$ 26,949.60
ALBERT BLACKSHER	11/30/2022	1195	11/19/2022	\$ 975.44
ALBERT BLACKSHER	11/21/2022	1194	11/19/2022	\$ 13,656.16
ALBERT BLACKSHER	11/21/2022	1193	11/14-11/18/22	\$ 64,342.17
ALBERT BLACKSHER	11/21/2022	1192	11/19/2022	\$ 9,754.40
ALBERT BLACKSHER	11/21/2022	1191	11/14-11/18/22	\$ 44,916.00
ALBERT BLACKSHER	11/1/2022	1175B	10/28-10/31/22	\$ 20,212.20

**OPEN APPROVED INVOICES FOR HAUL TRUCK
AS OF 02/01/2023**

VENDOR	DATE	INVOICE #	SERVICE PERIOD	AMOUNT
ALBERT BLACKSHER	11/1/2022	1176	10/29/2022	\$ 10,973.70
ALBERT BLACKSHER	11/1/2022	1179	10/29/2022	\$ 14,631.60
ALBERT BLACKSHER	11/11/2022	1185	11/07-11/10/22	\$ 35,932.80
ALBERT BLACKSHER	11/11/2022	1186	11/07-11/10/22	\$ 52,102.56
ALBERT BLACKSHER	11/14/2022	1187	11/11/2022	\$ 10,327.20
ALBERT BLACKSHER	11/14/2022	1188	11/12/2022	\$ 9,754.40
ALBERT BLACKSHER	11/14/2022	1189	11/11/2022	\$ 15,490.80
ALBERT BLACKSHER	11/14/2022	1190	11/12/2022	\$ 14,631.60
ALBERT BLACKSHER	11/18/2022	1184	11/5/2022	\$ 13,656.16
ALBERT BLACKSHER	11/18/2022	1183	11/01-11/04/22	\$ 53,899.20
ALBERT BLACKSHER	11/18/2022	1182	11/5/2022	\$ 9,754.40
ALBERT BLACKSHER	11/7/2022	1181	11/01-11/04/22	\$ 36,831.12
ALBERT BLACKSHER	11/1/2022	1178	10/28-10/31/22	\$ 26,949.60
ALBERT BLACKSHER	12/17/2022	1200	10/28-10/28/22	\$ 898.32
ALBERT BLACKSHER	12/17/2022	1201	10/29-10/29/22	\$ 975.44
T&M CONSTRUCTION	11/30/2022	52112	11/18-11/18/22	\$ 5,288.57
T&M CONSTRUCTION	11/30/2022	52971	11/18-11/18/22	\$ 3,540.16
T&M CONSTRUCTION	11/30/2022	52103	11/14-11/14/22	\$ 10,361.28
T&M CONSTRUCTION	11/30/2022	52046	11/7-11/7/22	\$ 9,497.84
T&M CONSTRUCTION	10/31/2022	87887	10/29/2022	\$ 8,634.40
T&M CONSTRUCTION	10/31/2022	87875	10/29-10/31/22	\$ 7,770.96
T&M CONSTRUCTION	11/30/2022	52431	11/11/2022	\$ 10,361.28
T&M CONSTRUCTION	11/30/2022	52416	11/10/2022	\$ 10,361.28
T&M CONSTRUCTION	11/30/2022	52133	11/15/2022	\$ 11,224.72
T&M CONSTRUCTION	11/30/2022	52060	11/5/2022	\$ 12,188.80
T&M CONSTRUCTION	11/30/2022	52171	11/17/2022	\$ 8,634.40
T&M CONSTRUCTION	11/30/2022	53000	11/19/2022	\$ 11,251.20
T&M CONSTRUCTION	11/30/2022	52134	11/16/2022	\$ 9,497.84
T&M CONSTRUCTION	11/30/2022	52049	11/4/2022	\$ 9,497.84
T&M CONSTRUCTION	11/30/2022	62338	11/1/2022	\$ 12,088.16
T&M CONSTRUCTION	11/30/2022	53311	11/3/2022	\$ 11,224.72
T&M CONSTRUCTION	11/30/2022	60849A	10/28-10/31/22	\$ 10,648.08
T&M CONSTRUCTION	11/30/2022	62364	11/2/2022	\$ 12,088.16
T&M CONSTRUCTION	11/30/2022	52059	11/8/2022	\$ 10,361.28
T&M CONSTRUCTION	11/30/2022	53252	11/9/2022	\$ 10,361.28
Total # of invoices = 81			TOTAL	\$ 1,496,609.09

BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	3/1/2023		
BOARD MEETING DATE	3/21/2023		
SUPERVISORIAL DISTRICT AFFECTED	<input type="checkbox"/> All <input type="checkbox"/> 1 st <input checked="" type="checkbox"/> 2 nd <input checked="" type="checkbox"/> 3 rd <input type="checkbox"/> 4 th <input type="checkbox"/> 5 th		
DEPARTMENT(S)	Department of Beaches and Harbors (DBH)		
SUBJECT	Request Authority to Award As-Needed Professional Design & Photography Services Master Agreements		
PROGRAM			
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why:		
DEADLINES/ TIME CONSTRAINTS	The Department anticipates the new services to commence April 7, 2023.		
COST & FUNDING	Total cost:	Funding source:	
	\$31,000	DBH's Fiscal Year 2022-23 Final Adopted Budget	
	TERMS (if applicable):		
	Explanation:		
PURPOSE OF REQUEST	DBH is seeking to request approval to award and execute Master Agreements with six contractors to provide as-needed professional design & photography services to the Department of Beaches and Harbors.		
BACKGROUND (include internal/external issues that may exist including any related motions)	Approval of the As-Needed Professional Design & Photography Services Master Agreements will enable the DBH to benefit from the services of professional graphic and website design consultants as well as professional photography services to assist in promoting activities in Marina del Rey and on County-owned, controlled or managed beaches, as well as in enhancing the Department's online presence.		
EQUITY INDEX OR LENS WAS UTILIZED	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:		
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please state which one(s) and explain how:		
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Gary Jones, Director, (424) 526-7771, GJones@bh.lacounty.gov Amy Caves, Deputy Director, (424) 526-7773, ACaves@bh.lacounty.gov		



Caring for Our Coast

♦ ♦ ♦
Gary Jones
Director

Amy M. Caves
Chief Deputy Director

Carol Baker
Deputy Director

March 21, 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 PROFESSIONAL DESIGN AND
PHOTOGRAPHY SERVICES MASTER AGREEMENTS
(SUPERVISORIAL DISTRICTS 2, 3 AND 4)
(3 VOTES)**

SUBJECT

This action is to request approval to award and execute Master Agreements with six contractors to provide as-needed professional design and photography 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 Professional Design and Photography Services Master Agreements with six qualified contractors, for an initial term of three years with four one-year optional renewal years at an annual aggregate amount of \$31,000 or \$238,700 for all executed Master Agreements over the potential total term of seven years, which is inclusive of an additional 10% annually for unforeseen services.
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.

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 Professional Design and Photography Services Master Agreements (Master Agreements), in a form substantially similar to Attachment I, will enable the Department of Beaches and Harbors (Department) to benefit from the services of professional graphic and website design consultants as well as professional photography services to assist in promoting activities in Marina del Rey and on County-owned, controlled or managed beaches, as well as in enhancing the Department's online presence.

The Master Agreement list (Attachment II) presently consists of six qualified contractors. The Department has retained and benefited from graphic design services and website design for over seven years. The inclusion of photography services to the Master Agreement will give the Department access to a broader spectrum of expertise for as-needed professional design and photography work. The requested professional design and photography services will be provided on an as-needed basis.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

Approval of the As-Needed Professional Design and Photography 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 utilizing professional design services on an as-needed basis and averting prolonged contracting processes and also promotes Strategic Plan Goal II, Foster Vibrant and Resilient Communities, Strategy II.2.2, Expand Access to Recreational and Cultural Opportunities, by enhancing the public's awareness of recreational resources in Marina del Rey and at Los Angeles County beaches.

FISCAL IMPACT/FINANCING

The annual compensation for the recommended agreements is \$31,000 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

\$238,700, which is inclusive of an additional 10% annually for unforeseen services.

The aggregate annual contract sum may be exceeded if funding is due from or held by the Marina Accumulative Capital Outlay fund, Departmental Trust Fund Accounts, a new or existing capital project, another County department, a lessee or other third party to reimburse the Department and/or County for its professional design and photography services, except that such work performed will be limited to Marina del Rey and/or beaches owned, controlled or managed by the County.

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.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

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 expire April 6, 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 October 19, 2022, the Department issued a Request for Statement of Qualifications

(RFSQ) seeking qualified contractors to provide professional design and photography services, specifically in graphic and website design and photography, on an as needed and intermittent basis. The RFSQ was advertised in each supervisorial district in seven local community newspapers including one Spanish-language newspaper: 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 to the Department's social media internet sites, 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.

Additionally, as this RFSQ will remain open continuously, the Department will continue to advertise this contracting opportunity specifically to increase participation from the business community including small, minority, women, disadvantaged, disabled veteran, and lesbian, gay, bisexual, transgender, queer, and questioning-owned (LGBTQQ) businesses.

The Department received eight Statement of Qualifications (SOQ) which were reviewed for compliance with the minimum requirements of the RFSQ. Vendors were required to demonstrate a minimum of five years of experience in graphic and/or website design and photography, in addition to other requirements, and were allowed to qualify in one or all three categories.

Two vendors were disqualified for not meeting the minimum requirements as set forth in the RFSQ. The remaining six vendors met the minimum requirements and are deemed qualified contractors to be placed on the Master Agreement list. Two vendors are women owned businesses and one of the two is also a Disadvantaged Business Enterprise (DBE).

After Board approval, Master Agreements will be executed by the Director with each individual contractor. Any work required will be assigned through a Work Order process and executed with the lowest cost qualified contractor, unless the Work Order specifies bid evaluation criteria other than lowest cost. 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, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

There is no negative impact on current services or projects. The Department currently contracts for professional design 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

AS-NEEDED PROFESSIONAL DESIGN

AND PHOTOGRAPHY SERVICES

TABLE OF CONTENTS

<u>PARAGRAPH</u>	<u>PAGE</u>
RECITALS.....	1
1 APPLICABLE DOCUMENTS	2
2 DEFINITIONS	3
3 WORK.....	4
4 TERM OF MASTER AGREEMENT	6
5 CONTRACT SUM	6
5.1 Total Contract Sum	6
5.2 Written Approval for Reimbursement.....	6
5.3 No Payment for Services Provided Following Expiration-Termination of Contract	6
5.4 Invoices and Payments	7
5.5 Default Method of Payment: Direct Deposit or Electronic Funds Transfer....	8
6 ADMINISTRATION OF MASTER AGREEMENT- COUNTY.....	9
6.1 County's Master Agreement Program Director (MAPD)	9
6.2 County's Project Director.....	9
6.3 County's Work Order Director.....	9
6.4 County's Project Manager	10
7 ADMINISTRATION OF MASTER AGREEMENT - CONTRACTOR.....	10
7.1 Contractor's Project Manager	10
7.2 Contractor's Authorized Official(s)	10
7.3 Approval of Contractor's Staff.....	11
7.4 Contractor's Staff Identification.....	11
7.5 Background and Security Investigations.....	12
7.6 Confidentiality.....	13
8 STANDARD TERMS AND CONDITIONS	14
8.1 Amendments	14
8.2 Assignment and Delegation/Mergers or Acquisitions	15
8.3 Authorization Warranty.....	16
8.4 Complaints	16
8.5 Compliance with Applicable Laws	17
8.6 Compliance with Civil Rights Laws	18

**MASTER AGREEMENT PROVISIONS
TABLE OF CONTENTS**

PARAGRAPH	TITLE	PAGE
8.7	Compliance with County's Jury Service Program.....	18
8.8	Conflict of Interest.....	20
8.9	Consideration of Hiring County Employees Targeted for Layoffs or are on a County Re-employment List	20
8.10	Consideration of Hiring GAIN-GROW Participants.....	20
8.11	Contractor Responsibility and Debarment	21
8.12	Contractor's Acknowledgement of County's Commitment to Safely Surrendered Baby Law.....	23
8.13	Contractor's Warranty of Adherence to County's Child Support Compliance Program	24
8.14	County's Quality Assurance Plan	24
8.15	Damage to County Facilities, Buildings or Grounds	24
8.16	Employment Eligibility Verification	25
8.17	Counterparts and Electronic Signatures and Representations.....	25
8.18	Fair Labor Standards	26
8.19	Force Majeure	26
8.20	Governing Law, Jurisdiction, and Venue.....	27
8.21	Independent Contractor Status.....	27
8.22	Indemnification.....	27
8.23	General Provisions for all Insurance Coverage	28
8.24	Insurance Coverage	32
8.25	Liquidated Damages	37
8.26	Most Favored Public Entity.....	38
8.27	Non-discrimination and Affirmative Action	38
8.28	Non-Exclusivity	40
8.29	Notice of Delays.....	40
8.30	Notice of Disputes	40
8.31	Notice to Employees Regarding the Federal Earned Income Credit	40
8.32	Notice to Employees Regarding the Safely Surrendered Baby Law	40
8.33	Notices	40

**MASTER AGREEMENT PROVISIONS
TABLE OF CONTENTS**

PARAGRAPH	TITLE	PAGE
8.34	Prohibition Against Inducement or Persuasion	41
8.35	Public Records Act.....	41
8.36	Publicity	41
8.37	Record Retention and Inspection-Audit Settlement.....	42
8.38	Recycled Bond Paper	43
8.39	Subcontracting.....	43
8.40	Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program	45
8.41	Termination for Convenience	45
8.42	Termination for Default.....	45
8.43	Termination for Improper Consideration	47
8.44	Termination for Insolvency	47
8.45	Termination for Non-Adherence of County Lobbyist Ordinance.....	48
8.46	Termination for Non-Appropriation of Funds	48
8.47	Validity	48
8.48	Waiver	49
8.49	Warranty Against Contingent Fees.....	49
8.50	Warranty of Compliance with County's Defaulted Property Tax Reduction Program	49
8.51	Termination for Breach of Warranty to Maintain Compliance with County's Defaulted Property Tax Reduction Program	49
8.52	Time off For Voting.....	50
8.53	Compliance with County's Zero Tolerance Policy on Human Trafficking ...	50
8.54	Compliance with Fair Chance Employment Practices.....	52
8.55	Compliance with the County Policy of Equity	52
8.56	Prohibition from Participation in Future Solicitation(s).....	52
8.57	Injury and Illness Prevention Program (IIPP).....	53
8.58	COVID-19 Vaccinations of County Contractor Personnel	53
9.0	UNIQUE TERMS AND CONDITIONS	55
9.1	Ownership of Materials, Software and Copyright.....	58

**MASTER AGREEMENT PROVISIONS
TABLE OF CONTENTS**

PARAGRAPH	TITLE	PAGE
9.2	Patent, Copyright and Trade Secret Indemnification.....	59
9.3	Data Destruction.....	60
9.4	Local Small Business Enterprise (LSBE) Preference Program.....	60
9.5	Social Enterprise (SE) Preference Program	62
9.6	Disabled Veteran Business Enterprise (DVBE) Preference Program.....	62
10	Survival.....	64
SIGNATURES		65

STANDARD EXHIBITS

A	County's Administration
B	Contractor's Administration
C	Safely Surrendered Baby Law
D	Sample Work Order Format
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	Scope of Services
G1	Individual's Assignment and Transfer of Copyright
G2	Contractor's Assignment and Transfer of Copyright
G3	Notary Statement for Assignment and Transfer of Copyright (Required only if copyright is to be registered with copyright bureau.)

Sample Master Agreement

**MASTER AGREEMENT BETWEEN
COUNTY OF LOS ANGELES,
DEPARTMENT OF BEACHES AND HARBORS
AND**

**FOR
AS-NEEDED PROFESSIONAL DESIGN AND PHOTOGRAPHY 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 Professional Design and Photography Services.

RECITALS

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

WHEREAS, the Contractor is a private firm specializing in providing As-Needed Professional Design and Photography 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, and G 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 D1	Sample Work Order – Fixed Price Per Deliverable
Exhibit D2	Sample Work Order – Hourly Rate
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	Scope of Services
Exhibit G1	Individual's Assignment and Transfer of Copyright
Exhibit G2	Contractor's Assignment and Transfer of Copyright
Exhibit G3	Notary Statement for Assignment and Transfer of Copyright

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 Paragraph 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 Beaches and Harbors Department.
- 2.9 Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.
- 2.10 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.
- 2.11 Master Agreement Program Director (MAPD):** The Acting Chief Deputy Director of the Department.
- 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 must result from bids, solicited by and tendered to County, by Qualified Contractors. Unless otherwise specified in the Work Order Availability Notice, County will select the lowest cost, qualified bid responding to the requirements of the proposed Work Order. No work will be performed by Contractors except in accordance with validly bid and 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 Exhibits D1 or D2, and will include an attached Statement of Work, which will describe in detail the particular project and the work required for the performance thereof. Payment for all work will be either on an hourly or on a fixed priced per deliverable basis and subject to the Total Maximum Amount specified on each individual Work Order.
- 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 Paragraph 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** Upon completion of evaluations, County will execute the Work Order by and through the Department of Beaches and Harbors staff identified in this Master Agreement with the lowest cost Qualified Contractor unless the Work Order solicitation specifies bid evaluation criteria other than lowest cost. It is understood by Contractor that County's competitive bidding procedure may have the effect that no Work Orders are awarded to some Master Agreement Qualified Contractors. Work Orders are usually issued for periods not extending past the end of County's current fiscal year (June 30th), with the exception of Work Orders for as needed services on a fixed price deliverable, which may be issued to correspond with the term of the Master Agreement. However, at such time the Work Order is only extended through the end of the fiscal year, County may either rebid

the Work Order tasks or extend the Work Order if technical or cost circumstances require it.

- 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 Paragraph 3.6 within a given County fiscal year, then County may terminate this Master Agreement pursuant to Paragraph 8.42 (Termination for Default).
- 3.7** Contractor shall be responsible for monitoring any excess hours worked resulting in charges exceeding any total maximum amounts stated on the face of a Work Order it has submitted in response to a Work Order solicitation. County is not responsible for any payments in excess of the Work Order amount issued unless the Work Order was amended in accordance with Paragraph 8.1.3. A Notice to Proceed must be issued by the Department prior to commencement of any work.
- 3.8** County reserves the right, in its sole discretion, to cancel a Work Order at any time prior to the commencement of work. At no time will Contractor be reimbursed for any cost associated with its participation in a canceled Work Order solicitation.
- 3.9** 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 April 6, 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 (7) years. Each such option and extension will be exercised at the sole discretion of the Director 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 Extension to Complete Work Orders

The Director may extend the Master Agreement term or any optional Master Agreement Year on a month-to-month basis subject to the Master Agreement's terms and conditions, but only to allow the contractor to complete a Work Order approved before the expiration of the Master Agreement term or optional Master Agreement Year. Such extensions are further subject to the availability of funds in the Department's budget. Up to 12 such one-month extensions may be granted, which shall be effective only if executed in writing by the Director or Chief Deputy.

- 4.4** 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. The County may, at its discretion, expend any portion, all or none of the Contract Sum. However, aggregate annual payments from the Contract Sum for professional design and photography services may exceed the Contract Sum to the extent that funding is due from or held by the Marina Accumulative Capital Outlay fund, Departmental Trust Fund Accounts, a new or existing Capital Project, another County department, a lessee or other third party to reimburse the Department of Beaches and Harbors and/or County for its professional design and photography services, except that such work performed must be limited to Marina del Rey and/or beaches owned, controlled or managed by Los Angeles County.

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 price per deliverable or hourly rate basis in accordance with Contractor's Exhibit D1 (Sample Work Order – Fixed Price Per Deliverable) and D2 (Sample Work Order – Hourly Rate), subject to the Total Maximum Amount specified in each Work Order less any amounts assessed in accordance with Paragraph 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 persons who performed the work;
- 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
- Total amount of the invoice.

All invoices under this Master Agreement shall 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 Sub-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 shall not be cumulative.

6.0 ADMINISTRATION OF MASTER AGREEMENT - COUNTY

A listing of all County Administration referenced in the following paragraphs 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, Paragraph 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 including returning calls and emails with respect to any active Work Order.

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 Paragraph 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 Paragraph 7.6, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 7.6 will be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County will have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County will be entitled to retain its own counsel, including, without limitation, County Counsel, and 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 the Department of Beaches and Harbors, or his/her designee may, at his/her sole discretion, authorize extensions of time as defined in Paragraph 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.

8.1.3 Addition of Skilled Categories/Technical Specializations

If the Master Agreement contains Skilled Categories or Technical Specializations, the Department may include the option to add Categories or Technical Specializations during the term of the Master Agreement.

An Amendment to the Master Agreement will be prepared and executed by the Contractor and the Director of the Department of Beaches and Harbors, or his/her designee to add or delete Skilled Categories or Technical Specializations.

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 Paragraph, 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 Paragraph 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 Paragraph, "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 paragraph. The provisions of this paragraph will be inserted into any such subcontract agreement and a copy of the Jury Service Program must be attached to the agreement.
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 Paragraph 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 Paragraph 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 and 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/safely-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 Paragraph 8.1 (Amendments) and received via communications facilities (facsimile, email or electronic signature), as legally sufficient evidence that such legally binding signatures have been affixed to Amendments to this 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 Paragraph 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 Paragraph, 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 Paragraph 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 Indemnities") 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 Indemnities.

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 Paragraph 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 affect 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 Paragraph 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 paragraph 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 Paragraph 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 Paragraph 8.27 when so requested by the County.

8.27.7 If the County finds that any provisions of this Paragraph 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 Project Manager and/or County Project Director any dispute between the County and the Contractor regarding the performance of services as stated in this Master Agreement. If the County Project Manager or County Project Director is not able to resolve the dispute, the Director of the 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 the 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 Paragraph 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 Paragraph 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 paragraph 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 Paragraph 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 Paragraph 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 Paragraph 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 Paragraph 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 paragraph.

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 Paragraph 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 Paragraph 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 Paragraph 8.42, it is determined by the County that the Contractor was not in default under the provisions of this Paragraph 8.42, or that the default was excusable under the provisions of Paragraph 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 Paragraph 8.41 (Termination for Convenience).

8.42.5 The rights and remedies of the County provided in this Paragraph 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 Paragraph 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 Paragraph 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 Paragraph 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 paragraph 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 paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract.

8.55 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 Health Card 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 paragraph. 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 paragraph, 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 Paragraph 9.3.4 for any of Contractor's proprietary and/or confidential items which are not plainly and prominently marked with restrictive legends as required by Paragraph 9.3.3 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 Paragraph 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 (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).

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 shall survive the expiration or termination of this Agreement for any reason:

Paragraph 1 (Applicable Documents)

Paragraph 2 (Definitions)

Paragraph 3 (Work)

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

Paragraph 7.6 (Confidentiality)

Paragraph 8.1 (Amendments)

Paragraph 8.2 (Assignment and Delegation/Mergers or Acquisitions)

Paragraph 8.5.2 (Compliance with Applicable Laws)

Paragraph 8.18 (Fair Labor Standards)

Paragraph 8.29 (Force Majeure)

Paragraph 8.20 (Governing Law, Jurisdiction, and Venue)

Paragraph 8.22 (Indemnification)

Paragraph 8.23 (General Provisions for all Insurance Coverage)

Paragraph 8.24 (Insurance Coverage)

Paragraph 8.25 (Liquidated Damages)

Paragraph 8.33 (Notices)

Paragraph 8.37 (Record Retention and Inspection/Audit Settlement)

Paragraph 8.41 (Termination for Convenience)

Paragraph 8.42 (Termination for Default)

Paragraph 8.47 (Validity)

Paragraph 8.48 (Waiver)

Paragraph 8.57 (Prohibition from Participation in Future Solicitation(s))

Paragraph 9.3 (Ownership of Materials, Software and Copyright)

Paragraph 9.4 (Patent, Copyright and Trade Secret Indemnification)

Paragraph 10 (Survival)

/

/

/

/

/

/

/

/

/

/ /

/

/

/

/

/

/

/

/

/

/

/

/ /

/

/

/

/

/

**AUTHORIZATION OF MASTER AGREEMENT FOR
AS-NEEDED PROFESSIONAL DESIGN AND PHOTOGRAPHY 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 _____, 20____.

COUNTY OF LOS ANGELES

By _____
Director
Department of Beaches and Harbors

By _____
Contractor

Signed: _____

Printed: _____

Title: _____

APPROVED AS TO FORM:

DAWYN R. HARRISON
Acting County Counsel

By _____
Deputy County Counsel

**MASTER AGREEMENT FOR
AS-NEEDED PROFESSIONAL DESIGN AND PHOTOGRAPHY SERVICES**

TABLE OF CONTENTS OF EXHIBITS

STANDARD EXHIBITS

- A COUNTY'S ADMINISTRATION
- B CONTRACTOR'S ADMINISTRATION
- C SAFELY SURRENDERED BABY LAW
- D1 SAMPLE WORK ORDER – FIXED PRICE PER DELIVERABLE
- D2 SAMPLE WORK ORDER – HOURLY RATE

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 SCOPE OF SERVICES
- G1 INDIVIDUAL'S ASSIGNMENT AND TRANSFER OF COPYRIGHT
- G2 CONTRACTOR'S ASSIGNMENT AND TRANSFER OF COPYRIGHT
- G3 NOTARY STATEMENT FOR ASSIGNMENT AND TRANSFER OF COPYRIGHT

COUNTY'S ADMINISTRATION

MASTER AGREEMENT NO. _____

WORK ORDER NO. _____

COUNTY MASTER AGREEMENT PROJECT DIRECTOR (MAPD):

Name: Catrina Love
Title: Community and Marketing Services Division Chief
Address: 4701 Admiralty
Marina del Rey, CA 90292
Telephone: (424) 526-7871
Facsimile: (310) 822-0119
E-Mail Address: CLove@bh.lacounty.gov

COUNTY CONTRACT ADMINISTRATOR:

Name: Lucie Kim
Title: Sr. Marketing Analyst, Community and Marketing Services Division
Address: 4701 Admiralty
Marina del Rey, CA 90292
Telephone: (424) 525-7875
E-Mail Address: LKim@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 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.

**MASTER AGREEMENT WORK ORDER
AS-NEEDED PROFESSIONAL DESIGN AND PHOTOGRAPHY SERVICES
FIXED PRICE PER DELIVERABLE – EXHIBIT D1**

This Section to be completed by the Department

Work Order No. _____

Master Agreement No. _____

Project Title: _____

Skill Category: _____

Date Work Order Bid Issued: _____

Due Date to Return Work Order Bid: _____

County Contract Administrator: _____ Phone: _____ Email: _____

Section to be completed by the Contractor

Contractor's Fixed Price per Deliverable:

Deliverable	Maximum Amount
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
TOTAL MAXIMUM COMPENSATION: \$	

**MASTER AGREEMENT WORK ORDER
AS-NEEDED PROFESSIONAL DESIGN AND PHOTOGRAPHY SERVICES
FIXED PRICE PER DELIVERABLE – EXHIBIT D1**

I. GENERAL

Contractor shall satisfactorily perform all the tasks and provide all the deliverables detailed in the Statement of Work attached hereto on a fixed price per deliverable basis, in compliance with the terms and conditions of Contractor's Master Agreement.

II. PAYMENT

A. The Total Maximum Amount that County shall pay Contractor for all deliverables to be provided shall not exceed the amount stated above.

B. Contractor shall satisfactorily provide and complete all required deliverables in accordance with the attached Statement of Work, notwithstanding the fact that total payment from County for all deliverables shall not exceed the stated Total Maximum Amount above.

C. Contractor shall submit all invoices under this Work Order as directed on the Department issued Notice to Proceed.

III. SERVICES

In accordance with Master Agreement Subparagraph 3.3, Contractor may not be paid for any task, deliverable, service, or other work that is not specified in this Work Order, and/or that utilizes personnel not specified in this Work Order, and/or that exceeds the Total Maximum Amount 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. THE TERMS OF THE MASTER AGREEMENT SHALL GOVERN AND TAKE PRECEDENCE OVER ANY CONFLICTING TERMS AND/OR CONDITIONS IN THIS WORK ORDER. NEITHER THE RATES NOR ANY OTHER SPECIFICATIONS IN THIS WORK ORDER ARE VALID OR BINDING IF THEY DO NOT COMPLY WITH THE TERMS AND CONDITIONS OF THE MASTER AGREEMENT.

Contractor's signature on this Work Order document confirms Contractor's awareness of, and agreement with the provisions of Subparagraph 3.3 of the Master Agreement, which establish that Contractor shall not be entitled to any compensation whatsoever for any task, deliverable, service, or other work:

- A. That is not specified in this Work Order, and/or
- B. That utilizes personnel not specified in this Work Order, and/or
- C. That exceeds the Total Maximum Amount of this Work Order, and/or
- D. That goes beyond the expiration date of this Work Order.

REGARDLESS OF ANY ORAL PROMISE MADE TO CONTRACTOR BY ANY COUNTY PERSONNEL WHATSOEVER.

CONTRACTOR

DEPUTY DIRECTOR

Name: _____

Name: _____

Title: _____

Signature: _____

Signature: _____

Date: _____

Date: _____

**MASTER AGREEMENT WORK ORDER
AS-NEEDED PROFESSIONAL DESIGN AND PHOTOGRAPHY SERVICES
HOURLY RATE – EXHIBIT D2**

Page 1

This Section to be completed by the Department

Work Order No. _____

Master Agreement No. _____

Project Title: _____

Skill Category: _____

Date Work Order Bid Issued: _____

Due Date to Return Work Order Bid: _____

County Contract Administrator: _____ Phone: _____ Email: _____

Section to be completed by the Contractor

Contractor: _____ Phone: _____ Email: _____

Contractor's Personnel/ Hourly Rate/Number of Hours/Cost to Complete Project:

Name/Title: _____	Hourly Rate: _____	Hrs: _____	Total: _____
-------------------	--------------------	------------	--------------

Name/Title: _____	Hourly Rate: _____	Hrs: _____	Total: _____
-------------------	--------------------	------------	--------------

Name/Title: _____	Hourly Rate: _____	Hrs: _____	Total: _____
-------------------	--------------------	------------	--------------

Name/Title: _____	Hourly Rate: _____	Hrs: _____	Total: _____
-------------------	--------------------	------------	--------------

Name/Title: _____	Hourly Rate: _____	Hrs: _____	Total: _____
-------------------	--------------------	------------	--------------

TOTAL MAXIMUM COMPENSATION: \$ _____

PROPOSED PROJECT

Contractor's Proposed Work Plan: _____

**MASTER AGREEMENT WORK ORDER
AS-NEEDED PROFESSIONAL DESIGN AND PHOTOGRAPHY SERVICES
HOURLY RATE – EXHIBIT D2**

Page 2

I. GENERAL

Contractor shall satisfactorily perform all the tasks and provide all the deliverables detailed in the Statement of Work attached hereto on a fixed price per deliverable basis, in compliance with the terms and conditions of Contractor's Master Agreement.

II. PAYMENT

- A. The Total Maximum Amount that County shall pay Contractor for all deliverables to be provided shall not exceed the amount stated above.
- B. Contractor shall satisfactorily provide and complete all required deliverables in accordance with the attached Statement of Work, notwithstanding the fact that total payment from County for all deliverables shall not exceed the stated Total Maximum Amount above.
- C. Contractor shall submit all invoices under this Work Order as directed on the Department issued Notice to Proceed.

III. SERVICES

In accordance with Master Agreement Subparagraph 3.3, Contractor may not be paid for any task, deliverable, service, or other work that is not specified in this Work Order, and/or that utilizes personnel not specified in this Work Order, and/or that exceeds the Total Maximum Amount 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. THE TERMS OF THE MASTER AGREEMENT SHALL GOVERN AND TAKE PRECEDENCE OVER ANY CONFLICTING TERMS AND/OR CONDITIONS IN THIS WORK ORDER. NEITHER THE RATES NOR ANY OTHER SPECIFICATIONS IN THIS WORK ORDER ARE VALID OR BINDING IF THEY DO NOT COMPLY WITH THE TERMS AND CONDITIONS OF THE MASTER AGREEMENT.

Contractor's signature on this Work Order document confirms Contractor's awareness of, and agreement with the provisions of Subparagraph 3.3 of the Master Agreement, which establish that Contractor shall not be entitled to any compensation whatsoever for any task, deliverable, service, or other work:

- A. That is not specified in this Work Order, and/or
- B. That utilizes personnel not specified in this Work Order, and/or
- C. That exceeds the Total Maximum Amount of this Work Order, and/or
- D. That goes beyond the expiration date of this Work Order.

REGARDLESS OF ANY ORAL PROMISE MADE TO CONTRACTOR BY ANY COUNTY PERSONNEL WHATSOEVER.

CONTRACTOR

DEPUTY DIRECTOR

Name: _____

Name: _____

Title: _____

Signature: _____

Signature: _____

Date: _____

Date: _____

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

**AS-NEEDED PROFESSIONAL DESIGN AND PHOTOGRAPHY 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
AS-NEEDED PROFESSIONAL DESIGN AND PHOTOGRAPHY 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 NON-EMPLOYEE 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

SCOPE OF SERVICES

**LOS ANGELES COUNTY DEPARTMENT OF BEACHES AND HARBORS
AS-NEEDED PROFESSIONAL DESIGN AND PHOTOGRAPHY SERVICES
SCOPE OF SERVICES**

1.0 SERVICES TO BE PROVIDED

Qualified Contractors shall provide as-needed graphic design, consulting, photography and website design services to the satisfaction of the Department, including such supervision, labor, supplies, materials, licenses, vehicles, and equipment as are necessary to perform such services. The services requested shall include, but are not limited to the following:

1.1 Graphic Design Services

- Design and layout of brochures, programs, banners, guides, maps, newsletters, forms, reports, certificates, branding, letterhead, and other printed materials or items;
- Document concept, information organization, writing, editing, design, layout, illustration, renderings, displays, signs, digital photos and graphics, photo scanning, camera ready artwork, mockups, file conversion, inter-application data transfer, and compatibility for generation of blueline or color proof for printer;
- Provide conversion and formatting services for preparation of documents utilizing information contained in a variety of formats, stored on a variety of media which must be PC compatible.
- Research, develop, and write specifications for printing based on the Department's stated requirements. These specifications may require various options and versions for printing.
- Create environmental graphic design such as informational, identity and branding signage, wayfinding systems, architectural graphics, etc.

1.1.1 Graphic Design Consultant Services

- Provide graphic design consulting services to assist the Department in the efficient composition of publications and illustrations effectively utilizing hardware and software to maximize cost and time savings for output for printing;
- Provide e-Marketing consultation, planning, and campaigns for the Department's social media platforms and pages.
- Provide technical consulting services as requested, including, but not limited to final-material production, preparation of cost estimates for final production, pre-press color proofing, photography services; and
- Program a Macintosh and PC compatible database as specified by the CA with any new publication specifications and detailed cost estimates, as required. This database shall be the property of the Department and shall be periodically turned over to the

Department as requested and at any time upon reasonable notice, or at the termination of this Master Agreement.

1.2 Photography Services

- Photography services shall be in the format designated by the CA. Requests for indoor and outdoor photography services may include, but shall not be limited to headshots, beach and Marina del Rey photography, ceremonial photography, special events and activities photography, storm photography, early morning service, late night service and service at remote locations.
- Reproduce photography for the Department in the format(s) and amounts as specified by the CA.

1.3 Website Design Services

- Provide project management services to support website development projects, including:
 - initiating;
 - planning;
 - design;
 - development;
 - testing;
 - implementation;
 - stabilization.
- Provide implementation services for website development projects, including:
 - support go live;
 - support cutover activities.
- Document detailed customer requirements and obtain acceptance of requirements by customer.
- Provide graphic design services, including:
 - developing custom website designs and interfaces, adhering to established standards and guidelines;
 - design website layouts – homepage, landing pages, secondary and tertiary pages, etc.;
 - design logos, branding or identity;
 - design banner ads or promotional graphics to link back to customer sites;
 - provide photographs and images for use in design of websites.
- Provide migration and development of web content (i.e., text, documents, PDFs, etc.).
- Provide development services, including, but not limited to, development of the following functions:
 - template development;
 - content development and/or migration;
 - forms;
 - surveys;

- RSS feeds;
- search capabilities/functionality;
- web analytics;
- transaction based services (e.g., payments, etc.).
- Conduct user acceptance testing.
- Conduct accessibility testing to the Section 508, WCAG, and WAI accessibility standards.
- Provide functional and quality assurance testing on website, including:
 - browser support;
 - operating systems;
 - screen resolutions including responsive for mobile;
 - assistive technologies;
 - color blindness;
 - text sizing.
- Provide resolution for all defects identified during the testing phase.
- Document test results and provide final report to the Department.
- Provide content management user documentation.
- Provide training documentation.
- Provide training to Department staff on maintaining website features and functions.
- Provide training and/or knowledge transfer for:
 - use of content management system(s);
 - use of other software or tools in support of website
 - administration functions including, but not limited to, user access/password resets;
 - Conduct usability baseline studies.
 - Conduct iterative usability studies during the development lifecycle.
- Serve as a liaison between the Department/client and hosting company.
- Serve as a liaison between the Department and any third-party vendors used by Contractor or Department to support the Department's website.
- Provide technical information to non-technical personnel in a way that is easily understood.

EXHIBIT G

THESE FORMS ARE REQUIRED AT THE COMPLETION OF EACH WORK ORDER WHEN THE WORK ORDER INVOLVED INTELLECTUAL PROPERTY DEVELOPED/ DESIGNED BY CONTRACTOR. THE INTELLECTUAL PROPERTY DEVELOPED/ DESIGNED BECOMES PROPERTY OF THE COUNTY AFTER CREATION OR AT THE END OF THE MASTER AGREEMENT TERM.

- G1 INDIVIDUAL'S ASSIGNMENT AND TRANSFER OF COPYRIGHT
- G2 CONTRACTOR'S ASSIGNMENT AND TRANSFER OF COPYRIGHT
- G3 NOTARY STATEMENT FOR ASSIGNMENT AND TRANSFER OF COPYRIGHT
(REQUIRED ONLY IF COPYRIGHT IS TO BE REGISTERED WITH COPYRIGHT BUREAU)

INDIVIDUAL'S ASSIGNMENT AND TRANSFER OF COPYRIGHT

For good and valuable consideration, receipt of which is hereby acknowledged, the undersigned, _____, an individual ("Grantor"), does hereby assign, grant, convey and transfer to the County of Los Angeles, California ("Grantee") and its successors and assigns throughout the world in perpetuity, all of Grantor's right, title and interest of every kind and nature in and to all materials, documents, software programs and documentation, written designs, plans, diagrams, reports, software development tools and aids, diagnostic aids, computer processable media, source codes, object codes, conversion aids, training documentation and aids, and other information and/or tools of all types (including, without limitation, those items listed on Schedule A, attached hereto and incorporated herein by reference) developed or acquired, in whole or in part, under the Agreement described below, including, but not limited to, all right, title and interest in and to all copyrights and works protectable by copyright and all renewals and extensions thereof (collectively, the "Works"), and in and to all copyrights and right, title and interest of every kind or nature, without limitation, in and to all works based thereon, incorporated in, derived from, incorporating, or related to, the Works or from which the Works are derived.

Without limiting the generality of the foregoing, the aforesaid conveyance and assignment shall include, but is not limited to, all prior choses-in-action, at law, in equity and otherwise, the right to recover all damages and other sums, and the right to other relief allowed or awarded at law, in equity, by statute or otherwise.

_____ and Grantee have entered into County of
Los Angeles Agreement Number _____ for _____,
dated _____, as amended by Amendment Number _____, dated _____,
{NOTE to Preparer: reference all existing Amendments} as the same hereafter may be amended or
otherwise modified from time to time (the "Agreement").

Grantor's Signature

Date

Grantor's Printed Name: _____

Grantor's Printed Position: _____

CONTRACTOR'S ASSIGNMENT AND TRANSFER OF COPYRIGHT

For good and valuable consideration, receipt of which is hereby acknowledged, the undersigned, _____, a _____, ("Grantor") does hereby assign, grant, convey and transfer to the County of Los Angeles, California ("Grantee") and its successors and assigns throughout the world in perpetuity, all of Grantor's right, title and interest of every kind and nature in and to all materials, documents, software programs and documentation, written designs, plans, diagrams, reports, software development tools and aids, diagnostic aids, computer processable media, source codes, object codes, conversion aids, training aids, training documentation and aids, and other information and/or tools of all types (including, without limitation, those items listed on Schedule A, attached hereto and incorporated herein by reference) developed or acquired, in whole or in part, under the Agreement described below, including, but not limited to, all right, title and interest in and to all copyrights and works protectable by copyright and all renewals and extensions thereof (collectively, the "Works"), and in and to all copyrights and right, title and interest of every kind or nature, without limitation, in and to all works based thereon, incorporated in, derived from, incorporating or relating to, the Works or from which the Works are derived.

Without limiting the generality of the foregoing, the aforesaid conveyance and assignment shall include, but is not limited to, all prior choices-in-action, at law, in equity and otherwise, the right to recover all damages and other sums, and the right to other relief allowed or awarded at law, in equity, by statute or otherwise.

Grantor and Grantee have entered into County of Los Angeles Agreement Number _____

for _____,

dated _____, as amended by Amendment Number _____, dated _____,

{NOTE to Preparer: reference all existing Amendments} as the same hereafter may be amended or otherwise modified from time to time (the "Agreement").

Grantor's Signature

Date

Grantor's Printed Name: _____

Grantor's Printed Position: _____

(To Be Completed By County and attached to G1 and/or G2)

**REQUIRED ONLY IF COPYRIGHT IS TO BE
REGISTERED WITH COPYRIGHT BUREAU**

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

On _____, 20____, before me, the undersigned, a Notary Public in and
for the State of California, personally appeared _____,
personally known to me or proved to me on the basis of satisfactory evidence to be the
_____ of _____,
the corporation that executed the within Assignment and Transfer of Copyright, and further
acknowledged to me that such corporation executed the within Assignment and Transfer of
Copyright pursuant to its bylaws or a resolution of its Board of Directors.

WITNESS my hand and official seal.

NOTARY PUBLIC

**AS-NEEDED PROFESSIONAL DESIGN & PHOTOGRAPHY SERVICES
MASTER AGREEMENT LIST**

- A Bright Idea, LLC
- Bad Creative, Inc.
- Lindsey Best
- Nicholas Anderson
- Strausberg Group, Inc.
- WeAreGiants, LLC

BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	3/1/2023	
BOARD MEETING DATE	3/21/2023	
SUPERVISORIAL DISTRICT AFFECTED	<input type="checkbox"/> All <input type="checkbox"/> 1 st <input checked="" type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input type="checkbox"/> 4 th <input type="checkbox"/> 5 th	
DEPARTMENT(S)	CEO, DPW, County Counsel, LACDA, DRP, DPR	
SUBJECT	AUTHORIZATION TO SUBMIT GRANT AND LOAN APPLICATION TO THE CALIFORNIA STRATEGIC GROWTH COUNCIL ON BEHALF OF THE COUNTY OF LOS ANGELES FOR THE AFFORDABLE HOUSING AND SUSTAINABLE COMMUNITIES PROGRAM	
PROGRAM	Affordable Housing and Sustainable Communities (AHSC) Program	
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why:	
DEADLINES/ TIME CONSTRAINTS	Program application is due on April 4, 2023 .	
COST & FUNDING	Total cost: \$	Funding source: May receive up to \$50M by the Greenhouse Gas Reduction Fund from State Cap-and-Trade auction proceeds
	TERMS (if applicable):	
	Explanation:	
PURPOSE OF REQUEST	The Chief Executive Officer requests delegated authority to jointly apply for grant and loan funding from the California Strategic Growth Council (SGC) and the California Department of Housing and Community Development (CA-HCD) to develop approximately 160 units of affordable housing in the unincorporated area of the County of Los Angeles and to fund numerous transportation, bike, and pedestrian improvements. The Chief Executive Office (CEO) also seeks delegated authority to negotiate and execute all necessary supporting agreements with the State of California, affordable housing developer, and local transit authorities in relation to the project.	
BACKGROUND (include internal/external issues that may exist including any related motions)	The AHSC Program was established to reduce GHG emissions through projects that implement land-use, housing, and transit development practices to support infill and compact development. The AHSC Program furthers objectives to increase access to housing and transit in highly disadvantaged communities, including connectivity and accessibility to jobs, housing, and community-serving amenities. The AHSC Program is administered by the SGC and the CA-HCD. The CEO expects funding award recommendations to be posted and adopted by the SGC on August 30, 2023.	
EQUITY INDEX OR LENS WAS UTILIZED	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how: The project meets the State AHSC requirement for disadvantaged community designation to CalEnviroScreen 4.0.	

SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please state which one(s) and explain how: This action is consistent with the County's Strategic Plan, Goal I, Strategy 1.5 – to develop and preserve affordable housing units in the County. The proposed project, if funded, will serve to create more units of affordable housing for County residents. Further, the action is consistent with Goal II, Strategy 3.5, which supports a clean, flexible, and integrated multi-modal transportation system that improves mobility. The housing and transit project, if funded, will reduce GHG emissions and improve access to affordable housing by connecting housing to transit and improving amenities in the surrounding community to reduce vehicle miles traveled.
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Vani Dandillaya, CEO Principal Analyst 213-974-4190, vdandillaya@ceo.lacounty.gov



Chief Executive Office.

COUNTY OF LOS ANGELES

Kenneth Hahn Hall of Administration
500 West Temple Street, Room 713, Los Angeles, CA 90012
(213) 974-1101 ceo.lacounty.gov

CHIEF EXECUTIVE OFFICER

Fesia A. Davenport

DRAFT

March 21, 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:

**AUTHORIZATION TO SUBMIT GRANT AND LOAN APPLICATION TO
THE CALIFORNIA STRATEGIC GROWTH COUNCIL ON BEHALF OF THE
COUNTY OF LOS ANGELES FOR THE AFFORDABLE HOUSING AND
SUSTAINABLE COMMUNITIES PROGRAM
(SECOND DISTRICT)
(3 VOTES)**

SUBJECT

The Chief Executive Officer requests delegated authority to jointly apply for grant and loan funding from the California Strategic Growth Council and the California Department of Housing and Community Development (CA-HCD) to develop approximately 160 units of affordable housing in the unincorporated area of the County of Los Angeles (County) and to fund numerous transportation, bike, and pedestrian improvements. The Chief Executive Office (CEO) also seeks delegated authority to negotiate and execute all necessary supporting agreements with the State of California (State), affordable housing developer, and local transit authorities in relation to the project.

IT IS RECOMMENDED THAT THE BOARD:

1. Authorize the Chief Executive Officer, or her designee, to jointly apply for, accept and allocate grant and loan funds received from the California Strategic Growth Council and/or the CA-HCD for Meta Housing Corporation's, Metro at Florence project, located at 7220 Maie Avenue in Los Angeles, within the unincorporated Second Supervisorial District, in an amount not to exceed \$50 million under the Round 7 Affordable Housing and Sustainable Communities (AHSC) Program; execute all needed documentation to support a joint grant and loan application with Meta Housing Corporation; and negotiate and execute any needed mutual indemnity agreements, including but not limited to those between the County, the housing developer, and local transit authorities, subject to review by the CEO's Risk



"To Enrich Lives Through Effective And Caring Service"

Management Branch (CEO-RMB) and review and approval as to form by County Counsel.

2. Authorize the Chief Executive Officer, or her designee, to enter into standard agreements for AHSC Program funding including, but not limited to, State of California Standard Agreements (Standard Agreements) for the project being awarded funding, and any other needed documentation, subject to review by the CEO-RMB and review and approval as to form by County Counsel.
3. Adopt a standard Resolution for the project, authorizing the County to be a joint applicant with the housing developer for the AHSC Program (Attachment I).
4. Find that the proposed actions are not a project as defined by Section 15378 of the State of California Environmental Quality Act (CEQA) Guidelines, and that these actions are not subject to CEQA.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommended actions will authorize the Chief Executive Officer, or her designee, to apply, as a joint applicant with an affordable housing developer, for funding from the AHSC Program for one housing and transportation-related project. These funds will help to finance approximately 160 units of affordable housing, as well as transit, bike, and pedestrian improvements such as: 1) context sensitive bike lanes to enhance connectivity to transit; 2) improvements to make the areas around the housing developments more pedestrian-friendly; 3) urban greening in the community's surrounding the development; and 4) funding for the purchase of Zero Emission Battery electric buses. Approval of the recommended actions will facilitate upgrades to County infrastructure and local transit, further the County's goal of creating a sustainable and revitalized urban environment, fulfill the objectives of reducing reliance on automobile travel (vehicle miles traveled or VMT) and increasing affordable housing, as well as reducing greenhouse gas (GHG) emissions.

Implementation of Strategic Plan Goals

This action is consistent with the County's Strategic Plan, Goal I, Strategy 1.5 – to develop and preserve affordable housing units in the County. The proposed project, if funded, will serve to create more units of affordable housing for County residents. Further, the action is consistent with Goal II, Strategy 3.5, which supports a clean, flexible, and integrated multi-modal transportation system that improves mobility. The housing and transit project, if funded, will reduce GHG emissions and improve access to affordable housing by connecting housing to transit and improving amenities in the surrounding community to reduce vehicle miles traveled.

FISCAL IMPACT/FINANCING

Authorizing the Chief Executive Officer, or her designee, to apply for the AHSC Program funds will contribute to the County's goal of developing more affordable housing for residents in need. The submission of the application provides an opportunity to obtain up to \$50 million in grants and loans awarded to the County, and its joint applicants, for housing development, transit improvements, and expansion. This funding will also support much-needed infrastructure, including funding for new Zero Emission Battery electric buses, context-sensitive bike lanes, pedestrian improvements, and urban greening. The County is applying jointly with a housing developer for funding from the AHSC Program.

As detailed in the State's Notice of Funding Availability (NOFA) dated January 30, 2023, AHSC Program applications request a loan for the Affordable Housing Development (AHD) component of each application, and request grant funds for the Housing-Related Infrastructure (HRI), Sustainable Transportation Infrastructure (STI), Transit-Related Amenities (TRA), or Program activities. If awarded funding, the housing developer for the project will receive a loan, and the County will receive a grant. The County will be applying jointly with the housing developer for a total amount not to exceed \$50 million, of which approximately \$35 million may be requested as a loan for housing development, and approximately \$15 million as a grant for public infrastructure and transportation improvements. All applications must include both a housing component and a corresponding infrastructure request.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On January 30, 2023, the California Strategic Growth Council adopted the Round 7 AHSC Program Guidelines. The AHSC Program was established to reduce GHG emissions through projects that implement land-use, housing, and transit development practices to support infill and compact development. The AHSC Program furthers objectives to increase access to housing and transit in highly disadvantaged communities, including connectivity and accessibility to jobs, housing, and community-serving amenities. The AHSC Program is administered by the Strategic Growth Council and the CA-HCD. Funding is provided by the Greenhouse Gas Reduction Fund through Cap-and-Trade auction proceeds. The CEO expects funding award recommendations to be posted and adopted by the Strategic Growth Council on August 30, 2023.

This is the sixth NOFA that the State has released for the AHSC Program, and the fourth time that the County is submitting a full application to the Program for possible funding. According to this NOFA, the State expects to award approximately \$750 million statewide through the AHSC Program. The CEO's Homeless Initiative,

Housing and Intergovernmental Relations Division has been working for several months with the housing developer, as well as the Departments of Public Works (DPW), Regional Planning (DRP), Parks and Recreation, and the Los Angeles County Development Authority (LACDA) to complete full housing and transit scopes in the project area. As stated previously, the County and the affordable housing developer plan to apply jointly for up to \$50 million in AHSC funds for the Metro at Florence Project, 160 units. A map of the project area is provided as an attachment to this Board letter (Attachment II). The EDAHD has engaged a consultant, Enterprise Community Partners, with expertise in successfully applying for AHSC funding. The CEO Homeless Initiative and its consultant, in partnership with DPW, have thoroughly vetted the project. Moreover, with DPW's leadership, the County has developed community-serving improvements around the project area. The developer has applied for funding through LACDA's NOFA process. If awarded funding through the NOFA, the developer would be able to leverage the award to submit a more competitive AHSC application. Pursuant to the State's requirements for the award of AHSC funding, joint applicants are jointly and severally liable to the State for the completion of all project components described in the application. Accordingly, the County will be applying jointly with the housing developer that may require the County to enter into a mutual indemnity agreement with the housing developer to ensure that each party to the application timely completes all project components for which it is responsible.

ENVIRONMENTAL DOCUMENTATION

The proposed actions are not subject to the provisions of CEQA, pursuant to Section 15378 of the State CEQA Guidelines, because they are not defined as a project under CEQA and do not have the potential for causing a significant effect on the environment. Further, one of the mandatory threshold readiness requirements to submit an AHSC application is documented compliance with CEQA and the National Environmental Policy Act (NEPA), as applicable. All housing developments must be fully entitled upon AHSC application submission, and each applicant is required to submit a certification that they have received all required environmental clearances for each project. The developer obtained all necessary project entitlements on October 8, 2020.

CONTRACTING PROCESS

The CEO Homeless Initiative and Affordable Housing will manage the submission and, where applicable, the receipt and disbursement of grant and loan funds. DPW will construct all bicycle and pedestrian improvements located in the unincorporated area of the County surrounding the project, and the individual housing developer will be responsible for the financing and construction of the affordable housing development in the project. The CEO, or her designee, will sign

all required documentation, including certifications, mutual indemnity agreement with the housing developer, cooperative agreements with local transit authorities, and standard agreements with the State necessary to effectuate the successful application, receipt, and disbursement of grant and loan funds, and to ensure that each party to the application timely completes all project components for which it is responsible.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommended actions will provide an opportunity to fund projects previously under consideration by DPW, and other County departments, to improve the municipal infrastructure in unincorporated areas of the County. Award of funding for infrastructure improvement will support planned projects within Florence-Firestone.

CONCLUSION

As described in the Affordable Housing Outcomes Report submitted to the Board in August 2023, the County has a shortage of nearly 500,000 rental homes that are affordable to renter households, at or below 50 percent of Area Media Income. Approval of the recommended actions will give the County an opportunity to further the region's affordable housing objectives, while improving the local communities around the housing development. Upon Board approval, please return a certified copy of the adopted Board letter and a copy of the signed Resolution, to the CEO's Homeless Initiative and Affordable Housing.

Respectfully submitted,

FESIA A. DAVENPORT
Chief Executive Officer

FAD:JMN:CT
EBI:VD:yy

c: Executive Office, Board of Supervisors
 County Counsel
 Parks and Recreation
 Public Works
 Regional Planning
 Los Angeles County Development Authority

**RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF
LOS ANGELES AUTHORIZING APPLICATION FOR, ACCEPTANCE OF, AND
ALLOCATION OF GRANT FUNDS FROM THE STRATEGIC GROWTH COUNCIL
AND THE CALIFORNIA DEPARTMENT OF HOUSING AND COMMUNITY
DEVELOPMENT FOR THE METRO AT FLORENCE HOUSING DEVELOPMENT
LOCATED AT 7220 MAIE AVENUE IN AN AMOUNT NOT TO EXCEED \$50,000,000
UNDER THE ROUND 7 AFFORDABLE HOUSING AND
SUSTAINABLE COMMUNITIES PROGRAM**

WHEREAS, the State of California, the Strategic Growth Council (SGC) and the Department of Housing and Community Development (HCD) have issued a Notice of Funding Availability dated January 30, 2023 (NOFA), under the Affordable Housing and Sustainable Communities (AHSC) Program established under Division 44, Part I of the Public Resources Code commencing with Section 75200; and

WHEREAS, Meta Housing Corporation (Housing Applicant) desires to apply for AHSC Program funds and submit the Application Package released by the Department for the Round 7 AHSC Program; and

WHEREAS, the County of Los Angeles (County) desires to apply for AHSC Program funds jointly with Meta Housing Corporation and submit the Application Package released by HCD for the Round 7 AHSC Program; and

WHEREAS, the County will submit one joint application for the Round 7 AHSC Program for a project in the unincorporated area of the County; and

WHEREAS, the SGC is authorized to approve funding allocations for the AHSC Program, subject to the terms and conditions of the NOFA, Program Guidelines, Application Package, and Standard Agreement. The HCD is authorized to administer the approved funding allocations of the AHSC Program; and

WHEREAS, there is substantial need for additional funds for the development of affordable housing in the County; and

WHEREAS, the project known as Metro at Florence located at 7220 Maie Avenue is being developed by the Housing Applicant and the County Department of Regional Planning fully entitled the project on October 8, 2020.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Supervisors (Board) of the County:

1. The Chief Executive Officer (CEO) of the County, or her designee, on behalf of the County, is hereby authorized and directed to apply for and submit to SGC and HCD, the AHSC Program Application as detailed in the NOFA dated January 30, 2023, for the Metro at Florence housing development project located at 7220 Maie Avenue in a total amount not to exceed \$50,000,000 of which up to

\$35,000,000 is requested as a loan for an Affordable Housing Development (AHD) (AHSC Loan) and up to \$15,000,000 is requested for a grant for Housing Related Infrastructure (HRI), Sustainable Transportation Infrastructure (STI), Transit-Related Amenities (TRA) or Program activities (AHSC Grant) as defined the AHSC Program Guidelines adopted by SGC on January 30, 2023.

2. If the application is approved, the CEO, or her designee, on behalf of the County is hereby authorized and directed to enter into, execute, and deliver a State of California Standard Agreement (Standard Agreement) in a total amount not to exceed \$50,000,000 (up to \$35,000,000 for the AHSC Loan and up to \$15,000,000 for the AHSC Grant), and any and all other documents required, or deemed necessary or appropriate, to secure the AHSC Program funds from the Department, and all amendments thereto (collectively, the "AHSC Documents").
3. The CEO is authorized to negotiate and enter into an agreement that addresses joint and several liability and mutual indemnities between the County and the Housing Applicant as the CEO deems necessary. Said AHSC Documents shall be reviewed and approved by the County Counsel, or her designee, for form and legality prior to execution.
4. The CEO, or her designee, on behalf of the County is authorized to accept the AHSC funds, if awarded.
5. The County shall be subject to the terms and conditions as specified in the Standard Agreement. Funds are to be used for allowable capital asset project expenditures to be identified in Exhibit A of the Standard Agreement. The application in full is incorporated as part of the Standard Agreement. Any and all activities funded, information provided, and timelines represented in the application are enforceable through the Standard Agreement. The County hereby agrees to use the funds for eligible capital asset(s) in the manner presented in the application as approved by the HCD and in accordance with the NOFA and Program Guidelines and Application Package.
6. The Board hereby authorizes the CEO, or her designee, on behalf of the County to execute in the name of the County's AHSC Program Application Package, and the AHSC Documents as required for participation in the AHSC Program, and to take any other action necessary with respect to the AHSC project consistent with this Resolution and its basic purposes, including, but not limited to: 1) the authority to negotiate and enter into an agreement for AHSC Program funding of this project; and 2) the authority to negotiate and enter into any agreement necessary to address joint and several liability and mutual indemnity with the housing developer and local transit authorities without returning to the Board.

The foregoing resolution was adopted on the ____ day of _____, 2023, 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.

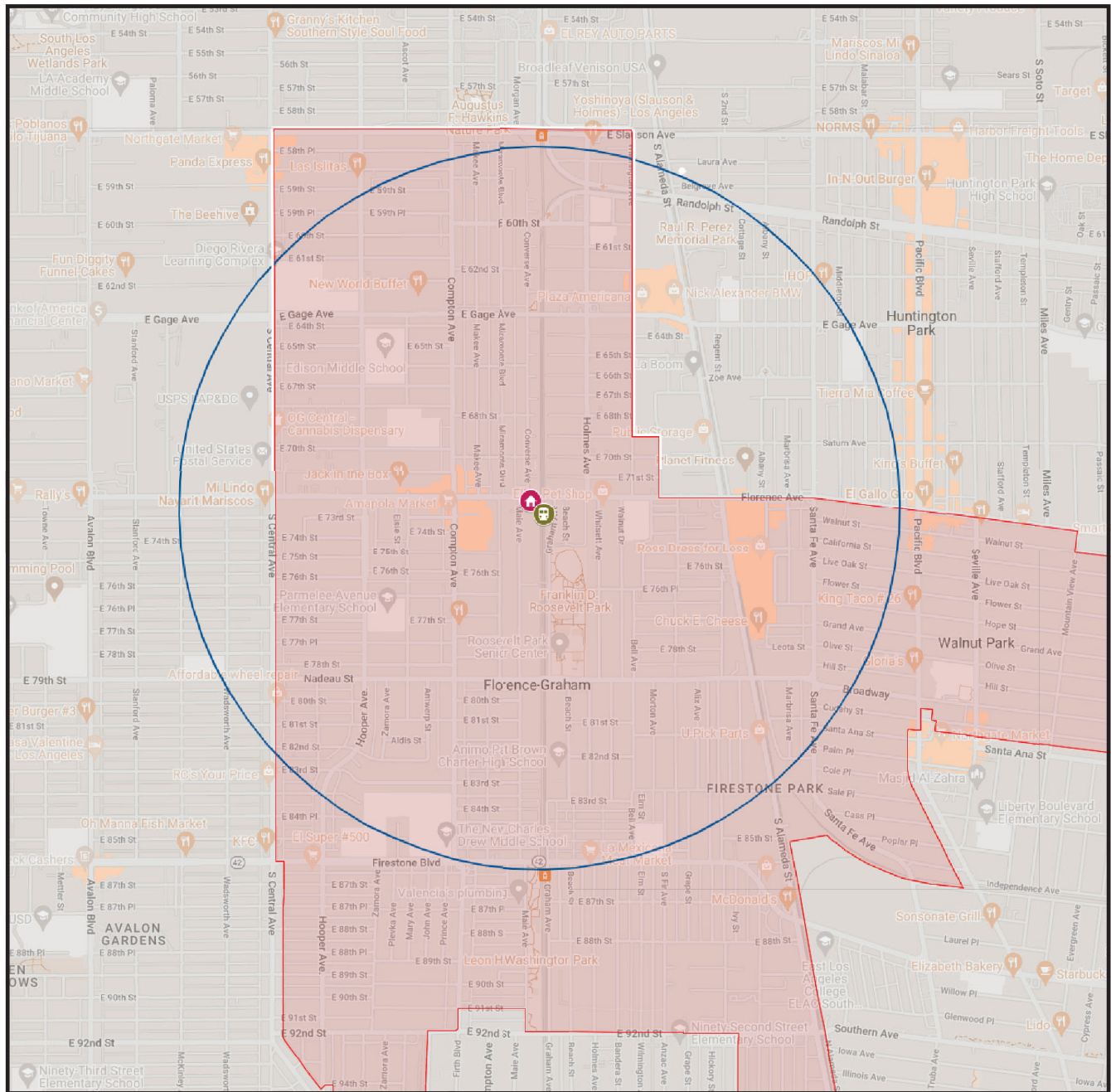
Celia Zavala, Executive Officer
Clerk of the Board of Supervisors of
the County of Los Angeles

By _____
Deputy





APPROVED AS TO FORM:
DAWYN R. HARRISON
Interim County Counsel

By _____

1-MILE RADIUS MAP



LEGEND

-  PROJECT LOCATION
-  FLORENCE STATION
-  1-MILE RADIUS OF PROJECT
-  LIMITS OF UNINCORPORATED LA COUNTY

BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	3/1/2023	
BOARD MEETING DATE	3/21/2023	
SUPERVISORIAL DISTRICT AFFECTED	<input type="checkbox"/> All <input checked="" type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input type="checkbox"/> 4 th <input type="checkbox"/> 5 th	
DEPARTMENT(S)	Parks and Recreation	
SUBJECT	SUBJECT: SANTA FE DAM MAINTENANCE BUILDING ELECTRICAL SYSTEM REPLACEMENT PROJECT, ESTABLISH AND APPROVE CAPITAL PROJECT NO. 87913, APPROVE PROJECT BUDGET AND APPROPRIATION ADJUSTMENT AUTHORIZE USE OF JOB ORDER CONTRACT (SUPERVISORIAL DISTRICT 1) (FY 2022-23, 3-VOTES)	
PROGRAM	Capital Programs	
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why:	
DEADLINES/ TIME CONSTRAINTS		
COST & FUNDING	Total cost: \$955,000	Funding source: • Prior year net County cost
	TERMS (if applicable):	
	Explanation:	
PURPOSE OF REQUEST	<ul style="list-style-type: none"> Find that the project is exempt from CEQA; Establish and approve the project; Approve appropriation adjustments for the project; and Authorize the Director of the Internal Services Department to deliver the projects through Board-approved Job Order Contracts. 	
BACKGROUND (include internal/external issues that may exist including any related motions)	<p>The proposed Project will replace existing electrical equipment located within the Santa Fe Dam Maintenance building. The existing electrical system is antiquated and obsolete, and does not align with industry standards which also triggers periodic high-power surge notifications to the electric company. The replacement of this system is needed to address potential hazards and reduce avoidable power surges.</p> <p>The proposed scope of work includes the following: removal and replacement of the existing electrical switch gear, motor control, pump and transformer wiring, existing water heater, existing air compressor, Title 24 compliant interior lighting, electrical conduit and wiring for an air compressor, roof top exhaust fan and associated components; and the removal and rerouting of the existing floor drain.</p>	
EQUITY INDEX OR LENS WAS UTILIZED	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:	

SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please state which one(s) and explain how: Sustainability - The proposed Project will support the Board's Green Building/Sustainable Design Program by incorporating design features such as lighting that will optimize energy efficiency. The project will be designed and constructed to comply with Title 24 of the California Code of Regulations. Title 24 contains building standards to conserve electricity and natural gas in new and existing buildings within the State.
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Tom DeSantis, Division Manager, (562) 922-1355, TDesantis@isd.lacounty.gov Ourania Stamus, Project Manager, (213) 200-8094, ostamus@isd.lacounty.gov



County of Los Angeles
INTERNAL SERVICES DEPARTMENT

1100 North Eastern Avenue
Los Angeles, California 90063

SELWYN HOLLINS
Director

"Trusted Partner and Provider of Choice"

Telephone: (323) 267-2101
FAX: (323) 264-7135

March 21, 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:

**DEPARTMENT OF PARKS AND RECREATION
SANTA FE DAM MAINTENANCE BUILDING ELECTRICAL SYSTEM REPLACEMENT PROJECT
CATEGORICAL EXEMPTION
ESTABLISH AND APPROVE CAPITAL PROJECT NO. 87913
APPROVE PROJECT BUDGET AND APPROPRIATION ADJUSTMENT
AUTHORIZE USE OF JOB ORDER CONTRACT
(SUPERVISORIAL DISTRICT 1)
(FY 2022-23, 3-VOTES)**

SUBJECT

Approval of the recommendations will find the Santa Fe Dam Maintenance Building Electrical System Replacement Project exempt from the California Environmental Quality Act, establish and approve Capital Project No. 87913, approve the project budget and appropriation adjustment, and authorize the Director of the Internal Services Department, or designee, to deliver the proposed Project using a Board-approved Job Order Contract.

IT IS RECOMMENDED THAT THE BOARD:

1. Find the proposed Santa Fe Dam Maintenance Building Electrical System Replacement Project exempt from the California Environmental Quality Act for the reasons stated in this letter and in the record of the project.
2. Establish and approve the proposed Santa Fe Dam Electrical System Replacement Project, Capital Project No. 87913, with a total budget of \$955,000.

3. Approve an appropriation adjustment to transfer \$887,000 from the Extraordinary Maintenance budget to the Santa Fe Dam Electrical System Replacement Project, Capital Project No. 87913, to fully fund the proposed Project.
4. Authorize the Director of the Internal Services Department, or designee, to deliver the Santa Fe Dam Maintenance Building Electrical System Replacement Project using a Board-approved Job Order Contract.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommendations will find the proposed Santa Fe Dam Maintenance Building Electrical System Replacement Project (Project) exempt from the California Environmental Quality Act (CEQA), establish and approve Capital Project No. 87913, approve the project budget and appropriation adjustment, and authorize the Internal Services Department (ISD) to deliver the proposed Project using a Board-approved Job Order Contract (JOC).

The proposed Project will replace existing electrical equipment located within the Santa Fe Dam Maintenance building which is approximately 1,060 square feet in size. The existing electrical system is antiquated and obsolete, and does not align with industry standards which also triggers periodic high-power surge notifications to the electric company. The replacement of this system is needed to address potential hazards and reduce avoidable power surges.

The proposed scope of work includes the following: removal and replacement of the existing electrical switch gear, motor control, pump and transformer wiring, existing water heater, existing air compressor, Title 24 compliant interior lighting, electrical conduit and wiring for an air compressor, roof top exhaust fan and associated components; and the removal and rerouting of the existing floor drain.

The estimated project duration is approximately 12 months which includes jurisdictional approvals, construction, and project completion. The design of this proposed Project was completed in June 2022.

Implementation of Strategic Plan Goals

These recommendations support the County Strategic Plan: Goal III. Realize Tomorrow's Government Today, Strategy III.3 - Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability, Objective III.3.2 Manage and Maximize County Assets by investing in public infrastructure that will improve the operational effectiveness of an existing County asset.

Green Building/Sustainable Design Program

The proposed Project will support the Board's Green Building/Sustainable Design Program by incorporating design features such as lighting that will optimize energy efficiency.

The project will be designed and constructed to comply with Title 24 of the California Code of Regulations. Title 24 contains building standards to conserve electricity and natural gas in new and existing buildings within the State.

FISCAL IMPACT/FINANCING

The total cost for the proposed Project is currently estimated at \$955,000, which includes design, construction, change order allowance, inspection/testing, and ISD county services (Enclosure A). A total of \$68,000 has been spent to date from the Extraordinary Maintenance Budget on the design for the Proposed project.

Approval of the enclosed appropriation adjustment (Enclosure B) will transfer \$887,000 from the Extraordinary Maintenance budget to the Santa Fe Dam Electrical System Replacement Project, Capital Project No. 87913, to fully fund the proposed Project.

Operating Budget Impact

The scope of work consists of repairs and remodeling made to an existing space. Therefore, following the completion of the proposed project, ISD and the Department of Parks and Recreation do not anticipate any one-time start-up or additional ongoing costs as a result of the proposed Project.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

In accordance with the Board's Local and Targeted Worker Hire Policy, updated on June 11, 2019, the proposed Project will include a best efforts Local Worker hiring goal of at least thirty percent (30%). The "Targeted Worker" component will not be included as part of the proposed Project.

In accordance with the Board's Civic Art Policy, adopted on December 7, 2004, and last amended on August 4, 2020, the proposed Project is exempt from the Civic Art Allocation as it involves the repair, maintenance, or replacement of building systems.

ENVIRONMENTAL DOCUMENTATION

The proposed Project is categorically exempt from CEQA. The scope of work consists of the refurbishment and replacement to electrical components and equipment. Therefore, the work is within certain classes of projects that have been determined not to have a significant effect on the environment in that it will meet the criteria set forth in Sections 15301(a) and (d), 15302(c), 15303, and 15304(f) of the State CEQA Guidelines and Classes 1(c) and (d), 2(e), 3, and 4(k) of the County's Environmental Document Reporting Procedures and Guidelines, Appendix G because it includes repairs and minor alterations to existing public facilities with negligible or no expansion of use, replacement of features with the same purpose and capacity, placement of small new equipment in small structures and accessory structures, and minor trenching and backfilling where the surface is restored. The project will not include the removal of healthy, mature, scenic trees.

In addition, based on the records of the proposed Project, it will comply with all applicable regulations, it is not in a sensitive environment 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 historic resource that would make the exemptions inapplicable.

Upon the Board's approval of the proposed Project and related actions, ISD will file a Notice of Exemption with the Registrar-Recorder/County Clerk in accordance with section 21152 of the California Public Resources Code and will post the Notice to its website in accordance with section 21092.2.

CONTRACTING PROCESS

The proposed Project will be delivered using an ISD Board-approved JOC for the construction. The standard Board-directed clauses, including those that provide for contract termination and hiring qualified displaced county employees, are included in all JOCs.

The JOC contractor who will perform the work is required to fully comply with applicable legal requirements, which among other things, include Chapters 2.200 (Child Support Compliance Program) and 2.203 (Contractor Employee Jury Service Program) of the Los Angeles County Code, and Section 1774 of the California Labor Code pertaining to payment of prevailing wages.

For this Project, ISD has made the determination that the use of a JOC is the most appropriate contracting method to perform the tasks involved. Specifically, to the extent the project entails repair, remodeling, refurbishment, or alteration, and the cost of such project exceeds \$50,000, such project would have to be performed via a competitively-procured construction contract, such as a JOC, not by county employees, due to the "Force Account" limitations set forth in the Public Contract Code.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommendations will have minimal impact on current county services.

CONCLUSION

Please return one adopted copy of the board letter to the following: ISD Operations Service, the Chief Executive Office – Capital Programs Division, and the Department of Parks and Recreation.

Respectfully submitted,

Selwyn Hollins
Director

SH:ME:TD:sy

Enclosures

C: Executive Office, Board of Supervisors
Chief Executive Officer
County Counsel
Department of Parks and Recreation

PINK

BOARD OF SUPERVISORS
OFFICIAL COPY

BA FORM 11162021

September 13, 2022

COUNTY OF LOS ANGELES

REQUEST FOR APPROPRIATION ADJUSTMENT

DEPARTMENT OF PARKS AND RECREATION

AUDITOR-CONTROLLER:
THE FOLLOWING APPROPRIATION ADJUSTMENT IS DEEMED NECESSARY BY THIS DEPARTMENT. PLEASE CONFIRM THE ACCOUNTING ENTRIES AND AVAILABLE BALANCES AND FORWARD TO THE CHIEF EXECUTIVE OFFICER FOR HER RECOMMENDATION OR ACTION.

ADJUSTMENT REQUESTED AND REASONS THEREFORE
FY 2022-23
3 - VOTES

SOURCES		USES	
EXTRAORDINARY MAINTENANCE A01-CF-6014-12810 CAPITAL ASSETS - B & I DECREASE APPROPRIATION	887,000	PARKS AND RECREATION SANTA FE DAMN MAINTENANCE BLDG ELECTRICAL SYSTEM REPLACEMENT A01-CP-6014-65043-87913 CAPITAL ASSETS - B & I INCREASE APPROPRIATION	887,000
SOURCES TOTAL	\$ 887,000	USES TOTAL	\$ 887,000

JUSTIFICATION
Reflects a transfer of \$887,000 in appropriation to Santa Fe Dam Maintenance Bldg Electrical System Replacement, Capital Project Number 87913, from the Extraordinaty Maintenance Budget to fully fund the project.

AUTHORIZED SIGNATUREJames Yun, Manager CEO

BOARD OF SUPERVISOR'S APPROVAL (AS REQUESTED/REVISED)

REFERRED TO THE CHIEF EXECUTIVE OFFICER FOR---	<input type="checkbox"/> ACTION	<input type="checkbox"/> APPROVED AS REQUESTED
	<input type="checkbox"/> RECOMMENDATION	<input type="checkbox"/> APPROVED AS REVISED
AUDITOR-CONTROLLER	BY	CHIEF EXECUTIVE OFFICER
B.A. NO.	DATE	BY
		DATE

BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	3/1/2023					
BOARD MEETING DATE	3/21/2023					
SUPERVISORIAL DISTRICT AFFECTED	<input type="checkbox"/> All <input checked="" type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input type="checkbox"/> 4 th <input checked="" type="checkbox"/> 5 th					
DEPARTMENT(S)	Department of Parks and Recreation					
SUBJECT	AMENDMENTS TO OPERATING AGREEMENTS FOR THE MAINTENANCE AND OPERATION OF FOUR COUNTY EQUESTRIAN CENTERS					
PROGRAM	Operation and Maintenance of Four Equestrian Centers					
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No					
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why:					
DEADLINES/ TIME CONSTRAINTS	<p>The County of Los Angeles (County) Department of Parks and Recreation (Department) owns four equestrian centers (Equestrian Centers) managed, operated, and maintained by private operators (Operators) through four operating agreements (Agreements).</p> <p>The extreme drought, coupled with the recent increases in the cost of fuel and overall costs of goods and services, have severely impacted the production and demand for hay, resulting in exponential increases in its cost and significantly higher prices for horse feed. The current Agreements limit the frequency for price increases and has placed the Operators under a significant financial burden. The Operators have not been able to adjust to the recent increases in the cost of hay, fuel, goods, and services. Both Operators have expressed an urgent need to adjust rates to assist in absorbing the increases in for their business to remain viable, and to continue operating the Equestrian Centers to provide recreational services and activities to the community.</p> <p>Approval of the recommended actions will delegate authority to the Director to amend the Agreements to make changes to the corresponding Operating Responsibilities Section, including to review and approve of new boarding rates, on either a permanent or temporary basis, if, in the opinion of the Department, the increase is necessary to address unforeseen increases in the prices of supplies and the fees remain comparable to prices charged for similar goods and/or services supplied in the Los Angeles Metropolitan Area.</p>					
COST & FUNDING (REVENUE TO THE COUNTY)	<table border="1"> <tr> <td>Total Annual Revenue:</td><td>Funding source: N/A</td></tr> <tr> <td colspan="2">TERMS (if applicable):</td></tr> </table>		Total Annual Revenue:	Funding source: N/A	TERMS (if applicable):	
Total Annual Revenue:	Funding source: N/A					
TERMS (if applicable):						
PURPOSE OF REQUEST	Approval of the recommended actions will delegate authority to the Director to amend the Agreements to make changes to the corresponding Operating Responsibilities					

	<p>Section, including to review and approve of new boarding rates, on either a permanent or temporary basis, if, in the opinion of the Department, the increase is necessary to address unforeseen increases in the prices of supplies and the fees remain comparable to prices charged for similar goods and/or services supplied in the Los Angeles Metropolitan Area.</p>
<p>BACKGROUND (include internal/external issues that may exist including any related motions)</p>	<p>The County Department of Parks and Recreation owns four Equestrian Centers managed, operated, and maintained by private operators through four operating agreements.</p> <p>Through these Agreements, the Operators provide horse boarding services, which include feeding of horses twice per day, cleaning of stalls, and the use of the equestrian facility by boarders to exercise and wash their horse(s). These services are provided for a set monthly boarding fee, which may only be increased with the prior approval of the Director of Parks and Recreation (Director) once every two years. The Operators also offer an array of recreational activities and services to the general public for an additional fee, which may include guided horse trail rides, youth camps, horse riding lessons, horse clinics, and other equine activities. All fees and charges for horse boarding and services provided at the Equestrian Centers must be fair and reasonable and are intended to benefit and serve the needs of the public.</p> <p>Approval of the recommended actions will delegate authority to the Director to amend the Agreements to make changes to the corresponding Operating Responsibilities Section, including to review and approve of new boarding rates, on either a permanent or temporary basis, if, in the opinion of the Department, the increase is necessary to address unforeseen increases in the prices of supplies and the fees remain comparable to prices charged for similar goods and/or services supplied in the Los Angeles Metropolitan Area.</p> <p>The extreme drought, coupled with the recent increases in the cost of fuel and overall costs of goods and services, have severely impacted the production and demand for hay, resulting in exponential increases in its cost and significantly higher prices for horse feed. The current Agreements limit the frequency for price increases and has placed the Operators under a significant financial burden. The Operators have not been able to adjust to the recent increases in the cost of hay, fuel, goods, and services. Both Operators have expressed an urgent need to adjust rates to assist in absorbing the increases in for their business to remain viable, and to continue operating the Equestrian Centers to provide recreational services and activities to the community.</p> <p>Approval of this action will ensure continued services by the Operators of the Equestrian Centers and support the sustainability of small business operations by allowing the Director to streamline responses to the Operators' need to adjust to economic fluctuations and downturns by modifying fees and charges, in addition to streamlining future amendments, suspensions, terminations or assignments, if deemed necessary.</p>
<p>EQUITY INDEX OR LENS WAS UTILIZED</p>	<p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If Yes, please explain how:</p>
<p>SUPPORTS ONE OF THE NINE BOARD PRIORITIES</p>	<p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If Yes, please state which one(s) and explain how:</p>
<p>DEPARTMENTAL CONTACTS</p>	<p>Name, Title, Phone # & Email:</p> <p>Ruben Lopez, Regional Operations Manager, Contracts and Procurement Division (626) 588-5300, rlopez@parks.lacounty.gov</p> <p>Brenda Tovar, Section Head, Contracts and Procurement Division, (626) 588-5272, btovar@parks.lacounty.gov</p>



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

Norma E. García-González, Director

Alina Bokde, Chief Deputy Director

March 21, 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:

**AMENDMENTS TO OPERATING AGREEMENTS
FOR THE MAINTENANCE AND OPERATION OF FOUR COUNTY EQUESTRIAN CENTERS
(SUPERVISORIAL DISTRICTS 1 & 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 amendments to four concession agreements between the County of Los Angeles and Stephens Equestrian Center, Inc. for Frank G. Bonelli Equestrian Center Agreement Number 10419 and Marshall Canyon Equestrian Center Agreement Number 10441; and Hacienda Sosegado, LLC for Peter F. Schabarum Equestrian Center Agreement Number 10371 and Whittier Narrows Equestrian Center Agreement Number 10418.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find that the proposed approval of amendments to the operating agreements for the equestrian centers is categorically exempt from the California Environmental Quality Act for the reasons stated in this Board Letter and in the record of the agreement amendments. And,
2. Delegate authority to the Director of the County of Los Angeles Department of Parks and Recreation, or her designee, to prepare and execute amendments to the agreements with Stephens Equestrian Center, Inc. for Frank G. Bonelli Equestrian Center Agreement Number 10419 and Marshall Canyon Equestrian Center Agreement Number 10441; and with Hacienda Sosegado, LLC for Peter F. Schabarum Equestrian Center Agreement Number 10371 and Whittier Narrows Equestrian Center Agreement Number 10418, upon approval as to form by County Counsel, to allow the Director or her designee, the ability to amend the corresponding Operating Responsibilities Section of each agreement, as necessary, to improve public services and/or public safety including without limitation, review and approve adjustments to the Operators' prices, on a permanent or temporary basis, so long as fees remain reasonable and comparable to prices charged for similar goods and/or services supplied in the Los Angeles Metropolitan Area.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The County of Los Angeles (County) Department of Parks and Recreation (Department) owns four equestrian centers (Equestrian Centers) managed, operated, and maintained by private operators (Operators) through four operating agreements, with Stephens Equestrian Center, Inc. for Frank G. Bonelli Equestrian Center Agreement Number 10419 and Marshall Canyon Equestrian Center Agreement Number 10441; and with Hacienda Sosegado, LLC for Peter F. Schabarum Equestrian Center Agreement Number 10371 and Whittier Narrows Equestrian Center Agreement Number 10418 (Agreements).

Through these Agreements, the Operators provide horse boarding services, which include feeding of horses twice per day, cleaning of stalls, and the use of the equestrian facility by boarders to exercise and wash their horse(s). These services are provided for a set monthly boarding fee, which may only be increased with the prior approval of the Director of Parks and Recreation (Director) once every two years. The Operators also offer an array of recreational activities and services to the general public for an additional fee, which may include guided horse trail rides, youth camps, horse riding lessons, horse clinics, and other equine activities. All fees and charges for horse boarding and services provided at the Equestrian Centers must be fair and reasonable and are intended to benefit and serve the needs of the public.

Approval of the recommended actions will delegate authority to the Director to amend the Agreements to make changes to the corresponding Operating Responsibilities Section, including to review and approve of new boarding rates, on either a permanent or temporary basis, if, in the opinion of the Department, the increase is necessary to address unforeseen increases in the prices of supplies and the fees remain comparable to prices charged for similar goods and/or services supplied in the Los Angeles Metropolitan Area.

The extreme drought, coupled with the recent increases in the cost of fuel and overall costs of goods and services, have severely impacted the production and demand for hay, resulting in exponential increases in its cost and significantly higher prices for horse feed. The current Agreements limit the frequency for price increases and has placed the Operators under a significant financial burden. The Operators have not been able to adjust to the recent increases in the cost of hay, fuel, goods, and services. Both Operators have expressed an urgent need to adjust rates to assist in absorbing the increases in for their business to remain viable, and to continue operating the Equestrian Centers to provide recreational services and activities to the community.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

The recommended actions uphold the County's Strategic Plan Goals to Foster Vibrant and Resilient Communities by supporting wellness of our Communities (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

Approval of the recommended actions will not have a negative impact on the Department's revenue from the Equestrian Centers.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Board is authorized by the provision of Government Code Section 25907 to lease County parks and recreation real property for the provision of services and property improvements that are consistent with public park and recreation purposes. The proposed amendments are consistent with said purposes. Approval of the recommended actions is consistent with said Government Code.

Pursuant to the Change Notices and Amendments sections of the Agreements, the Agreements may be amended only by further written agreement between the parties. Any such modification shall not be effective unless and until executed by the Operator and in the case of County, until approved by the Board. The recommended actions will allow the Director to prepare and execute amendments to the Agreements, upon approval as to form by County Counsel, to amend the corresponding Operating Responsibilities Section to improve public services and/or public safety including without limitation, to review and approve adjustments to the Operator's prices, on a permanent or temporary basis, so long as fees remain reasonable for users and comparable to prices charged for similar goods and/or services supplied in the Los Angeles Metropolitan Area.

ENVIRONMENTAL DOCUMENTATION

The proposed approval of the amendments to the Equestrian Centers' operating agreements is categorically exempt from the California Environmental Quality Act (CEQA). The amendments, which will address operational issues and allow the Director to approve adjustments to fees and charges, are within a class of projects that have been determined not to have a significant effect on the environment in that they meet the criteria set forth in Section 15301 of the State CEQA Guidelines and Class 1(r) of the County's Environmental Document Reporting Procedures and Guidelines, Appendix G. The amendments consist of operation and leasing of existing facilities with negligible or no expansion of existing or former use.

In addition, based on the proposed amendment records, they will comply with all applicable regulations. They are not in a sensitive environment, 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 they may cause a substantial adverse change in the significance of a historical resource that would make the exemption inapplicable.

Upon the Board's approval of the recommended actions, 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 these actions will ensure continued services by the Operators of the Equestrian Centers and support the sustainability of small business operations by allowing the Director to streamline responses to the Operators' need to adjust to economic fluctuations and downturns by modifying fees and charges, in addition to streamlining future amendments, suspensions, terminations, or assignments, if deemed necessary.

Honorable Board of Supervisors
March 21, 2023
Page 4

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, or Ruben Lopez at (626) 588- 5278 or 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:LP:cm

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

BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	3/1/2023		
BOARD MEETING DATE	3/21/2023		
SUPERVISORIAL DISTRICT AFFECTED	<input type="checkbox"/> All <input checked="" type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input checked="" type="checkbox"/> 4 th <input type="checkbox"/> 5 th		
DEPARTMENT(S)	Public Works		
SUBJECT	Construction Contract for Beverly Boulevard Traffic Signal Synchronization Program – Pomona Boulevard to Pickering Avenue		
PROGRAM	Countywide Traffic Congestion Management Program		
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why: N/A		
DEADLINES/ TIME CONSTRAINTS	Grant expires February 28, 2024. Grant agency (Los Angeles County Metropolitan Transportation Authority) requests construction contract be awarded no later than June 30, 2023.		
COST & FUNDING	Total cost: \$5,447,400	Funding source: Proposition C Discretionary Grant Funds; City Jurisdictional Funding, Highways-Through-Cities Funds; and Proposition C Local Return Funds	
	TERMS (if applicable): N/A		
	Explanation: N/A		
PURPOSE OF REQUEST	Request Board to adopt plans and allow Public Works to deliver the project.		
BACKGROUND (include internal/external issues that may exist including any related motions)	This project is part of the Countywide Traffic Signal Synchronization Program. Traffic signal improvements will be made along Beverly Boulevard from Pomona Boulevard to Pickering Avenue to improve traffic flow and safety.		
EQUITY INDEX OR LENS WAS UTILIZED	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how: N/A		
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please state which one(s) and explain how: Board Priority #7: Sustainability. This project will modify and synchronize traffic signals, which results in less vehicular stops and reduces fuel consumption and air emissions.		
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Steve Burger, Deputy Director, (626) 458-4018, cell (626) 476-9847, sburger@pw.lacounty.gov		



MARK PESTRELLA, Director

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

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

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

March 21, 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 RESOLUTION NOS. 3988, 3989, AND 3990 FOR
HIGHWAYS-THROUGH-CITIES FUNDING
ADOPT, ADVERTISE, AND AWARD
BEVERLY BOULEVARD TRAFFIC SIGNAL SYNCHRONIZATION PROGRAM
POMONA BOULEVARD TO PICKERING AVENUE
PROJECT ID NO. TSM0010262
IN THE CITIES OF MONTEBELLO, PICO RIVERA, AND WHITTIER AND THE
UNINCORPORATED COMMUNITY OF EAST LOS ANGELES
(SUPERVISORIAL DISTRICTS 1 AND 4)
(4 VOTES)**

SUBJECT

Public Works is seeking Board approval to adopt Resolution Nos. 3988, 3989, and 3990 providing Highways-Through-Cities Funds to the Cities of Montebello, Pico Rivera, and Whittier; authorize the Director of Public Works or his designee to execute Funding Cooperative Agreements between the County of Los Angeles and the Cities of Montebello, Pico Rivera, and Whittier to include city contributions to the project; and to procure a construction contract for the Beverly Boulevard Traffic Signal Synchronization Program – Pomona Boulevard to Pickering Avenue Project in the Cities of Montebello, Pico Rivera, and Whittier and in the unincorporated community of East Los Angeles.

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. Adopt Resolution Nos. 3988, 3989, and 3990 finding that the modification and synchronization of traffic signals in the Cities of Montebello, Pico Rivera, and Whittier and in the unincorporated community of East Los Angeles is of general County interest and that Los Angeles County aid in the form of Highways-Through-Cities Funds in the amount of \$2,289,500 shall be provided to the Cities of Montebello, Pico Rivera, and Whittier.
3. Approve and authorize the Director of Public Works or his designee to sign Funding Cooperative Agreements between the County of Los Angeles and the Cities of Montebello, Pico Rivera, and Whittier to allow the cities to contribute their share of funding to the Beverly Boulevard Traffic Signal Synchronization Program – Pomona Boulevard to Pickering Avenue Project. The total project cost is currently estimated to be \$5,447,400 with the City of Montebello's share estimated to be \$2,596,000; the City of Pico Rivera's share estimated to be \$478,500; the City of Whittier's share estimated to be \$1,369,400; and the County's share estimated to be \$1,003,500. The Director of Public Works or his designee may execute amendments and modifications to the Funding Cooperative Agreements to incorporate necessary programmatic and administrative changes.
4. Approve the project and adopt the plans and specifications that are on file with Public Works Project Management Division III for the Beverly Boulevard Traffic Signal Synchronization Program – Pomona Boulevard to Pickering Avenue Project at an estimated construction contract cost between \$2,400,000 and \$3,600,000.
5. Instruct the Executive Officer of the Board of Supervisors to advertise for bids in accordance with the Instruction Sheet for Publishing Legal Advertisement and that are to be received before 11 a.m. on April 18, 2023, in accordance with the Notice Inviting Bids.
6. Find pursuant to Public Contract Code Section 3400 (c) (2) that it is necessary to specify the designated items 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.

7. 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.
8. Delegate authority to the Director of Public Works or his designee to award and execute a construction contract for the Beverly Boulevard Traffic Signal Synchronization Program – Pomona Boulevard to Pickering Avenue Project with the responsible contractor with the lowest responsive bid within or less than the estimated cost range of \$2,400,000 and \$3,600,000 or that exceeds the estimated cost range by no more than 15 percent if additional and appropriate funds have been identified.
9. Delegate to the Director of Public Works or his designee the following authority in connection with this contract: (1) extend the date and time for the receipt of bids consistent with the requirements of State Public Contract Code, Section 4104.5; (2) allow substitution of subcontractors and relief of bidders upon demonstration of the grounds set forth in State Public Contract Code, Sections 4100 et seq. and 5100 et seq., respectively; (3) approve and execute change orders within the same monetary limits delegated to the Director of Public Works or his designee under Section 2.18.050 of the Los Angeles County Code; (4) accept the project upon its final completion; and (5) release retention money withheld consistent with the requirements of State Public Contract Code, Sections 7107 and 9203.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommended actions will find that the project is exempt from California Environmental Quality Act (CEQA); adopt resolutions that the project is of general County interest, and that aid in the form of Highways-Through-Cities Funds in amounts of \$2,289,500 shall be provided to the Cities of Montebello, Pico Rivera, and Whittier; and authorize Public Works to execute Funding Cooperative Agreements between the County of Los Angeles and the Cities of Montebello, Pico Rivera, and Whittier to allow Public Works to construct the Beverly Boulevard Traffic Signal Synchronization Program – Pomona Boulevard to Pickering Avenue Project in the Cities of Montebello, Pico Rivera, and Whittier, and in the unincorporated community of East Los Angeles (see Enclosure A).

The project includes upgrading traffic signal equipment, pedestrian enhancements, and various other intersection safety improvements along the corridor. The project will modify

and synchronize the traffic signals on Beverly Boulevard between 3rd Street/ Pomona Boulevard and Pickering Avenue.

The Highways-Through-Cities (HTC) Program is a County program that was initiated to assist cities in developing a fully coordinated arterial system throughout the County recognizing that many small cities do not have the funds to complete their portion of the County's Highway Plan. Under the HTC program, cities receive assistance for the construction of specific highway projects. The HTC Funds are allocated on a case-by-case basis at the discretion of the Supervisor in whose district the project is located.

Board adoption of Resolution Nos. 3988, 3989, and 3990 will approve County contributions of HTC Funds in the amount of \$1,891,500 to finance a portion of the Cities of Montebello, Pico Rivera, and Whittier's jurisdictional shares of the project cost (see Enclosure B).

Sections 1680-1683 of the California Streets and Highways Code provide that the Board of Supervisors of any County may, by a Resolution adopted by a four-fifths vote of its members, determine that certain types of road improvements are of general County interest and that County aid shall be extended therefor.

The Funding Cooperative Agreements, similar to those included in Enclosure C, will be approved as to form by County Counsel before execution and will enable the County of Los Angeles and the Cities of Montebello, Pico Rivera, and Whittier to enter into agreements for the traffic signal improvements along Beverly Boulevard from Pomona Boulevard to Pickering Avenue. It provides for the County of Los Angeles to perform the preliminary engineering and administer construction of the project with the cities and the County to finance their respective jurisdictional shares of the project cost. The cities' and County's actual costs will be based upon a final accounting after completion of the project.

It is anticipated the work will start in October 2023 and be completed in January 2025.

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 \$2,400,000 to \$3,600,000 with a maximum construction contract cost to be 15 percent above this range. The total project cost is estimated to be \$5,447,400. In addition to the construction contract cost, the total project cost includes the preparation of plans and specifications, consultant services, survey, right-of-way and utility clearances, inspection, contract administration, change order contingency, and other County services.

The project is located in the Cities of Montebello, Pico Rivera, and Whittier and in the unincorporated community of East Los Angeles. County City Funding Cooperative Agreements will provide for the County to perform the preliminary engineering and administer the construction of the project with the Cities of Montebello, Pico Rivera, and Whittier to finance a portion of their jurisdictional shares of the project cost, estimated to be \$1,150,000, \$305,500, and \$698,900 respectively.

The project is financed with \$1,913,600 in Grant Funds received from the Los Angeles County Metropolitan Transportation Authority 2009 Call for Projects, Proposition C Discretionary Grant Funds for the Gateway Cities Forum Traffic Signal Corridors Project Phase VI; \$400,000 in 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); and \$979,400 in County Proposition C Local Return Funds.

The \$2,289,500 in HTC Funds consists of Proposition C Discretionary Grant Funds and Proposition C Local Return Funds.

The Cities of Montebello, Pico Rivera, and Whittier's jurisdictional shares of the County HTC contribution from Proposition C Discretionary Grant Funds are \$1,046,900; \$67,200; and \$475,700, respectively. The Board has established a \$2,500,000 top-of-pot annual allocation from the Proposition C Local Return Fund Budget from the Countywide Traffic Congestion Management Program. The \$979,400 in County Proposition C Local Return Funds will be funded from this top-of-pot allocation of which \$399,100; \$105,800; and \$194,800 will be used for the Cities of Montebello, Pico Rivera, and Whittier's respective shares in HTC Funds and \$279,700 for the County's share of Proposition C Local Return Funds.

Funding for this project is included in the Proposition C Local Return Fund (CN9 - Capital Assets-Infrastructure and Services and Supplies) and the Road Fund (B03 – Capital Assets-Infrastructure and Services and Supplies) Fiscal Year 2022-23 Budgets.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

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

Public Contract Code Section 3400 (c) (2) 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 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 D.

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

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

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

ENVIRONMENTAL DOCUMENTATION

The proposed traffic signal synchronization project is exempt from CEQA. The project; to install, modify, and synchronize traffic control systems/signals, and construct roadway improvements within existing road right-of-way; 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 Sections 15301 (c), 15302 (c) and 15303 (e) of the State CEQA Guidelines; Class 1 (x) Subsections 4, 7, 14, 22; Class 2 (e); and Class 3 (h) 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 it is not in a sensitive environment, and there are no cumulative impacts, unusual circumstances, damage to scenic highways, listing on hazardous waste site lists compiled pursuant to Government Code Section 65962.5, or indications that it may cause a substantial adverse change in the significance of a historical resource that would make the exemption inapplicable.

CONTRACTING PROCESS

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

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

<https://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)

There will be no impact on current County services or projects during the performance of the recommended services.

The Honorable Board of Supervisors
March 21, 2023
Page 8

CONCLUSION

Please return an adopted copy of this letter and one signed copy of each resolution to Public Works, Project Management Division III.

Respectfully submitted,

MARK PESTRELLA, PE
Director of Public Works

MP:RLG:dw

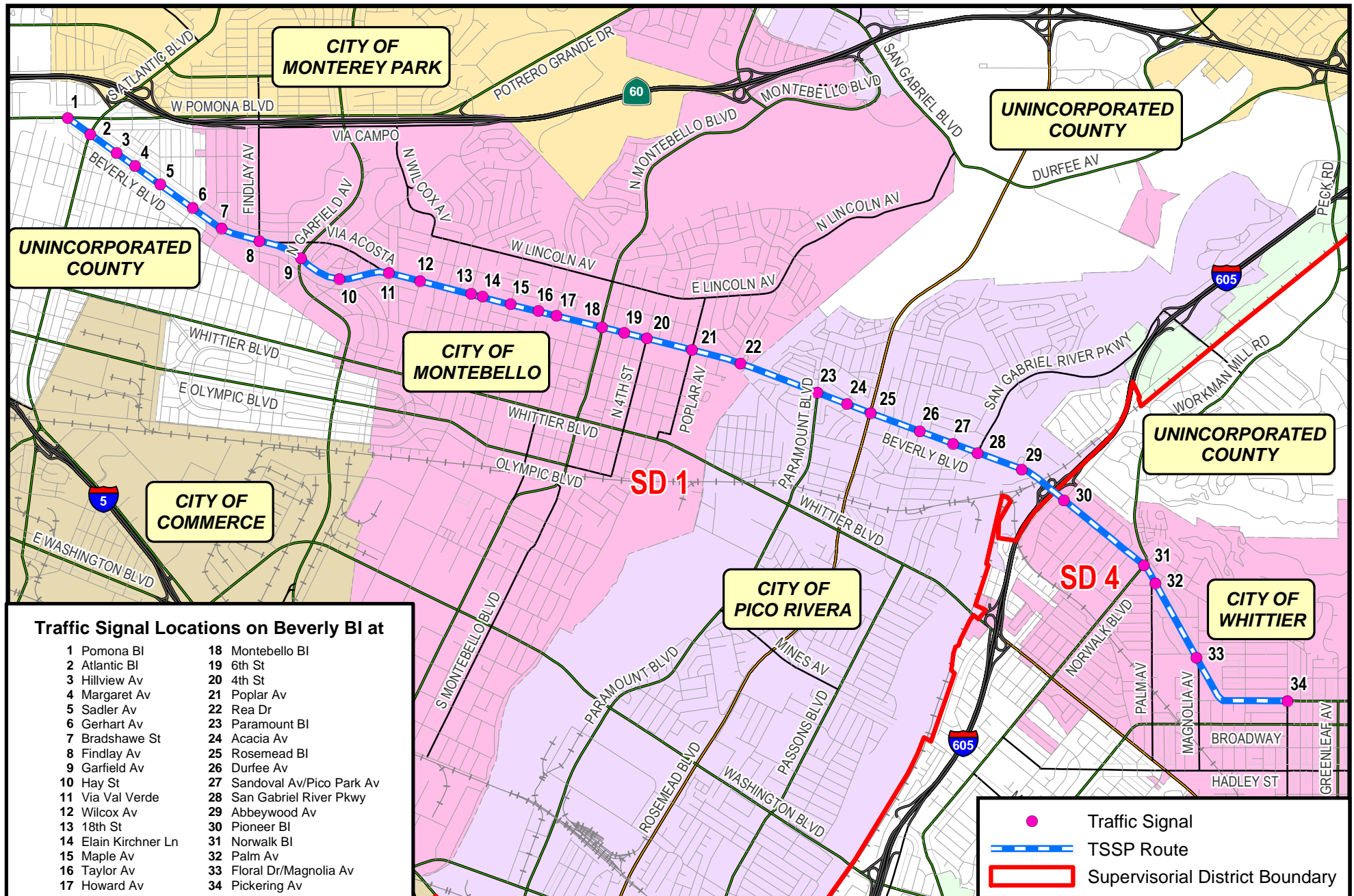
c: Chief Executive Office (Chia-Ann Yen)
County Counsel
Executive Office
Internal Services Department (Countywide Contract Compliance)

BEVERLY BOULEVARD - POMONA BOULEVARD TO PICKERING AVENUE

TRAFFIC SIGNAL SYNCHRONIZATION PROGRAM

PROJECT ID NO. TSM0010262

ENCLOSURE A
March 21, 2023



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

**RESOLUTION 3988 OF THE BOARD OF SUPERVISORS OF
THE COUNTY OF LOS ANGELES TO EXTEND COUNTY AID TO
THE CITY OF MONTEBELLO FOR THE PURPOSE OF
TRAFFIC SIGNAL MODIFICATION AND SYNCHRONIZATION**

WHEREAS, the CITY OF MONTEBELLO (hereinafter referred to as CITY), and the COUNTY OF LOS ANGELES (hereinafter referred to as COUNTY), desire to modify and synchronize the traffic signals along Beverly Boulevard from Pomona Boulevard to Pickering Avenue, which work is (hereinafter referred to as TSSP); and

WHEREAS, portions of TSSP are located and will be utilized within the jurisdictional limit of CITY; and

WHEREAS, TSSP is of general interest to CITY and COUNTY; and

WHEREAS, CITY share of the total cost of TSSP is currently estimated to be Two Million Five Hundred Ninety Six Thousand and 00/100 Dollars (\$2,596,000); and

WHEREAS, the CITY share of the TSSP cost will be financed with One Million Forty-Six Thousand Nine Hundred and 00/100 Dollars (\$1,046,900.00) in Los Angeles County Metropolitan Transportation Authority (METRO) 2009 Call for Projects grant funds administered by the COUNTY for the Gateway Cities Forum Traffic Signal Corridors Project Phase VI and Three Hundred Ninety-Nine Thousand One Hundred and 00/100 Dollars (\$399,100.00) in local matching funds and One Million One Hundred Fifty Thousand and 00/100 Dollars (\$1,150,000.00) in City funds; and

WHEREAS, on an annual basis, a Two Million Five Hundred Thousand and 00/100 Dollars (\$2,500,000.00) Top-of-Pot allocation from the Proposition C Local Return Fund Budget has been established for COUNTY'S Traffic Congestion Management Program; and

WHEREAS, the local share of the cost of TSSP will be funded from this Top-of-Pot allocation; and

WHEREAS, TSSP is consistent with the scope of work for traffic improvements within the CITY pursuant to Memorandum of Understanding P000F3309 between COUNTY and METRO; and

WHEREAS, such a proposal is authorized and provided for by the provisions of Sections 1680-1683 of the California Streets and Highways Code.

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 assessments and taxing districts, agencies, and authorities for which said Board so acts.

FESIA A. DAVENPORT
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 
Deputy

**RESOLUTION 3989 OF THE BOARD OF SUPERVISORS OF
THE COUNTY OF LOS ANGELES TO EXTEND COUNTY AID TO
THE CITY OF PICO RIVERA FOR THE PURPOSE OF
TRAFFIC SIGNAL MODIFICATION AND SYNCHRONIZATION**

WHEREAS, the CITY OF PICO RIVERA (hereinafter referred to as CITY), and the COUNTY OF LOS ANGELES (hereinafter referred to as COUNTY), desire to modify and synchronize the traffic signals along Beverly Boulevard from Pomona Boulevard to Pickering Avenue, which work is (hereinafter referred to as TSSP); and

WHEREAS, portions of TSSP are located and will be utilized within the jurisdictional limit of CITY; and

WHEREAS, TSSP is of general interest to CITY and COUNTY; and

WHEREAS, CITY share of the total cost of TSSP is currently estimated to be Four Hundred Seventy-Eight Thousand Five Hundred and 00/100 Dollars (\$478,500); and

WHEREAS, the CITY share of the TSSP cost will be financed with Sixty-Seven-Thousand Two Hundred and 00/100 Dollars (\$67,200.00) in Los Angeles County Metropolitan Transportation Authority (METRO) 2009 Call for Projects grant funds administered by the COUNTY for the Gateway Cities Forum Traffic Signal Corridors Project Phase VI and One Hundred Five Thousand Eight Hundred and 00/100 Dollars (\$105,800.00) in local matching funds and Three Hundred Five Thousand Five Hundred and 00/100 Dollars (\$305,500.00) in City funds; and

WHEREAS, on an annual basis, a Two Million Five Hundred Thousand and 00/100 Dollars (\$2,500,000.00) Top-of-Pot allocation from the Proposition C Local Return Fund Budget has been established for COUNTY'S Traffic Congestion Management Program; and

WHEREAS, the local share of the cost of TSSP will be funded from this Top-of-Pot allocation; and

WHEREAS, TSSP is consistent with the scope of work for traffic improvements within the CITY pursuant to Memorandum of Understanding P000F3309 between COUNTY and METRO; and

WHEREAS, such a proposal is authorized and provided for by the provisions of Sections 1680-1683 of the California Streets and Highways Code.

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 assessments and taxing districts, agencies, and authorities for which said Board so acts.

FESIA A. DAVENPORT
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 
Deputy

**RESOLUTION 3990 OF THE BOARD OF SUPERVISORS OF
THE COUNTY OF LOS ANGELES TO EXTEND COUNTY AID TO
THE CITY OF WHITTIER FOR THE PURPOSE OF
TRAFFIC SIGNAL MODIFICATION AND SYNCHRONIZATION**

WHEREAS, the CITY OF WHITTIER (hereinafter referred to as CITY), and the COUNTY OF LOS ANGELES (hereinafter referred to as COUNTY), desire to modify and synchronize the traffic signals along Beverly Boulevard from Pomona Boulevard to Pickering Avenue, which work is (hereinafter referred to as TSSP); and

WHEREAS, portions of TSSP are located and will be utilized within the jurisdictional limit of CITY; and

WHEREAS, TSSP is of general interest to CITY and COUNTY; and

WHEREAS, CITY share of the total cost of TSSP is currently estimated to be One Million three Hundred Sixty-Nine Thousand Four Hundred and 00/100 Dollars (\$1,369,400); and

WHEREAS, the CITY share of the TSSP cost will be financed with Four Hundred Seventy Five Thousand Seven Hundred and 00/100 Dollars (\$475,700.00) in Los Angeles County Metropolitan Transportation Authority (METRO) 2009 Call for Projects grant funds administered by the COUNTY for the Gateway Cities Forum Traffic Signal Corridors Project Phase VI and One Hundred Ninety-Four Thousand Eight Hundred and 00/100 Dollars (\$194,800.00) in local matching funds and Six Hundred Ninety Eight Thousand Nine Hundred and 00/100 Dollars (\$698,900.00) in City funds; and

WHEREAS, on an annual basis, a Two Million Five Hundred Thousand and 00/100 Dollars (\$2,500,000.00) Top-of-Pot allocation from the Proposition C Local Return Fund Budget has been established for COUNTY'S Traffic Congestion Management Program; and

WHEREAS, the local share of the cost of TSSP will be funded from this Top-of-Pot allocation; and

WHEREAS, TSSP is consistent with the scope of work for traffic improvements within the CITY pursuant to Memorandum of Understanding P000F3309 between COUNTY and METRO; and

WHEREAS, such a proposal is authorized and provided for by the provisions of Sections 1680-1683 of the California Streets and Highways Code.

SECTION 2. Subject to the terms and conditions set forth herein, COUNTY consents, pursuant to the provisions of Sections 1680-1684 of the California Streets and Highways Code, to extend aid to the CITY in the amount of Six Hundred Seventy Thousand Five Hundred and 00/100 Dollars (\$670,500.00) for the TSSP from the Proposition C Local Return Fund, to be expended in accordance with all applicable provisions of law relating to funds derived from the Proposition C local sales tax.

SECTION 4. If any provision of this resolution is held or declared to be invalid, the resolution shall be void and the consent granted hereunder shall lapse.

[illegible]

ENCLOSURE B
March 21, 2023

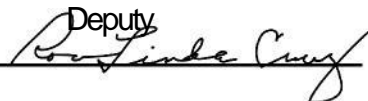
The foregoing Resolution was adopted on the _____ day of _____, 2023, by the Board of Supervisors of the County of Los Angeles and ex-officio of the governing body of all other special assessments and taxing districts, agencies, and authorities for which said Board so acts.

FESIA A. DAVENPORT
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 ^{Deputy}  _____

A G R E E M E N T

THIS AGREEMENT, made and entered into by and between the CITY OF MONTEBELLO, a municipal corporation in the County of Los Angeles, hereinafter referred to as CITY, and the COUNTY OF LOS ANGELES, a political subdivision of the State of California (hereinafter referred to as COUNTY):

W I T N E S S E T H

WHEREAS, to assist in the traffic flow, CITY, the City of Pico Rivera, the City of Whittier, and COUNTY desire to modify and synchronize the traffic signals along Beverly Boulevard between Pomona Boulevard to Pickering Avenue, a portion of which is within CITY, and which work is hereinafter referred to as PROJECT; and

WHEREAS, the proposed improvements are jurisdictionally shared between CITY, the City of Pico Rivera, the City of Whittier, and COUNTY, and separate agreements between the City of Pico Rivera and COUNTY and the City of Whittier and COUNTY are being executed covering the portions of PROJECT within the City of Pico Rivera's and the City of Whittier's jurisdictions; and

WHEREAS, PROJECT is within the shared geographical boundaries of CITY, the City of Pico Rivera, the City of Whittier, and COUNTY; and

WHEREAS, PROJECT is of general interest to CITY, the City of Pico Rivera, the City of Whittier, and COUNTY; and

WHEREAS, CITY and COUNTY previously executed an Agreement on May 13, 2008, to memorialize their understanding regarding their relative rights, obligations, and duties with respect to the County's Traffic Signal Synchronization Program (hereinafter referred to as TSSP Agreement); and

WHEREAS, PROJECT is included in the TSSP Agreement; and

WHEREAS, for the purpose of providing funding for PROJECT, COUNTY, as lead agency, on February 26, 2018, entered into an amended Memorandum of Understanding No. P00F3309 (MOU) with the Los Angeles County Metropolitan Transportation Authority (Metro); and

WHEREAS, COUNTY is willing to utilize and share with CITY the funding provided for in COUNTY/Metro MOU P00F3309 to finance a portion of COST OF PROJECT; and

ENCLOSURE C
March 21, 2023

WHEREAS, COST OF PROJECT includes the COST OF PRELIMINARY ENGINEERING, COST OF CONSTRUCTION CONTRACT, and COST OF CONSTRUCTION ADMINISTRATION; and

WHEREAS, the total COST OF PROJECT is currently estimated to be Five Million Four Hundred Forty-Seven Thousand Four Hundred Dollars (\$5,447,400.00); and

WHEREAS, under the MOU, Metro will provide to COUNTY a grant (GRANT) of up to a maximum of One Million Nine Hundred Thirteen Thousand Six Hundred Dollars (\$1,913,600.00) for PROJECT; and

WHEREAS, allocation of the Metro grant is currently estimated to be, One Million Forty-Six Thousand Nine Hundred and 00/100 Dollars (\$1,046,900) towards CITY's jurisdictional share, Three Hundred Twenty-Three Thousand Eight Hundred and 00/100 Dollars (\$323,800.00) towards COUNTY's jurisdictional share, Sixty-Seven Thousand Two Hundred and 00/100 Dollars (\$67,200.00) towards the City of Pico Rivera's jurisdictional share, and Four Hundred Seventy-Five Thousand Seven Hundred and 00/100 Dollars (\$475,700.00) towards City of Whittier's jurisdictional share; and

WHEREAS, CITY is willing to finance its jurisdictional share of COST OF PROJECT currently estimated to be Two Million Five Hundred Ninety-Six Thousand and 00/100 Dollars (\$2,596,000.00) by claiming its share of COUNTY/Metro grant funds, currently estimated to be One Million Forty-Six Thousand Nine Hundred and 00/100 Dollars (\$1,046,900) and contributing other CITY funds to a maximum of One Million One Hundred Fifty Thousand and 00/100 Dollars (\$1,150,000.00) to finance a portion of the COST OF PROJECT; and

WHEREAS, COUNTY agrees to contribute Three Hundred Ninety-Nine Thousand One Hundred and 00/100 Dollars (\$399,100.00) to finance a portion of CITY's COST OF PROJECT; and

WHEREAS, CITY agrees to contribute funds up to a maximum of One Million One Hundred Fifty Thousand and 00/100 Dollars (\$1,150,000.00) to finance a portion of the COST OF PROJECT; and

WHEREAS, CITY'S estimated share is the sum of the costs of actual quantities of construction contract items utilized within CITY jurisdiction plus thirty (30) percent of that for PRELIMINARY ENGINEERING cost, twenty (20) percent of that for CONSTRUCTION ADMINISTRATION cost, twenty (20) percent of that for contingencies, and four (4) percent of combined costs of PRELIMINARY ENGINEERING and CONSTRUCTION ADMINISTRATION towards contract city liability trust fund altogether estimated to be One Million One Hundred Fifty

Thousand and 00/100 Dollars (\$1,150,000.00).

WHEREAS, BASIC TRAFFIC SIGNAL TIMING involves the timing parameters for the general operation of a traffic signal, which typically include, but is not limited to, defining the phases, attributes and timing values for each permitted phase, pedestrian movement, and assigning detection; and

WHEREAS, COORDINATION TRAFFIC SIGNAL TIMING involves the timing parameters that allow multiple traffic signals to be synchronized with each other, which typically include defining coordination cycle lengths, offsets and time of day operations for each traffic signal coordination plan; and

WHEREAS, COUNTY agrees to be responsible to perform or cause to be performed the PRELIMINARY ENGINEERING, solicitation of construction bids and award of CONSTRUCTION CONTRACT, and CONSTRUCTION ADMINISTRATION for PROJECT; and

WHEREAS, COUNTY agrees to be responsible to perform or cause to be performed the equipment and system testing and develop and implement the BASIC TRAFFIC SIGNAL TIMING and COORDINATION TRAFFIC SIGNAL TIMING for PROJECT; and

WHEREAS, such a proposal is authorized and provided for by the provisions of Sections 6500 and 23004, et seq., of the Government Code and Sections 1685 and 1803 of the California Streets and Highways Code.

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

(1) DEFINITIONS:

- a. The term JURISDICTION, as referred to in this AGREEMENT, shall be defined as the area within the jurisdictional boundary of each governmental entity party to this AGREEMENT.
- b. PRELIMINARY ENGINEERING, as referred to in this AGREEMENT, shall consist of environmental findings and approvals/permits; design survey; soils report; traffic index and geotechnical investigation; preparation of plans, specifications, and cost estimates; right-of-way engineering; utility engineering; and all other necessary work prior to advertising of PROJECT for construction bids.

- c. COST OF CONSTRUCTION CONTRACT, as referred to in this AGREEMENT, shall consist of the actual payments to the construction contractor(s) for PROJECT and the total of all payments to utility companies or contractor(s) for the relocation of facilities necessary for the construction of PROJECT, and the cost of any additional unforeseen work that is necessary for the construction of PROJECT.
- d. CONSTRUCTION ADMINISTRATION as referred to in this AGREEMENT shall consist of construction contract administration, construction inspection, materials testing, construction survey, traffic detour, signing and striping, construction engineering, utility relocation and coordination matters, changes and modifications of plans and specifications for PROJECT necessitated by unforeseen or unforeseeable field conditions encountered during construction of PROJECT, construction contingencies, and all other necessary work after advertising of PROJECT for construction bids to cause PROJECT to be constructed in accordance with said plans and specifications approved by CITY and COUNTY.
- e. COST OF PROJECT, as referred to in this AGREEMENT, shall consist of the COST OF CONSTRUCTION CONTRACT and costs of PRELIMINARY ENGINEERING, CONSTRUCTION ADMINISTRATION, BASIC TRAFFIC SIGNAL TIMING, and COORDINATION TRAFFIC SIGNAL TIMING for traffic signals within PROJECT limits, right-of-way acquisition and clearance matters, and all other work and materials necessary to construct PROJECT in accordance with the approved plans and shall include currently effective percentages added to total salaries, wages, and equipment costs to cover overhead, administration, and depreciation in connection with any or all of the aforementioned items.
- f. Completion of PROJECT as referred to in this AGREEMENT shall be defined as the date of field acceptance of construction of PROJECT by COUNTY and an electronic notification to CITY'S City Manager that the improvements within CITY'S JURISDICTION are completed and transferred to CITY for purpose of operation and maintenance.

(2) CITY AGREES:

- a. To finance CITY'S share of COST OF PROJECT, the actual amount of which is to be determined by a final accounting, pursuant to paragraph (4) d., below.

ENCLOSURE C
March 21, 2023

- b. To deposit with COUNTY, following execution of this AGREEMENT and upon demand by COUNTY, CITY funds in the amount of One Million One Hundred Fifty Thousand and 00/100 Dollars (\$1,150,000.00) hereinafter referred as CITY'S PAYMENT. Said demand will consist of a billing invoice prepared by COUNTY and delivered to CITY.
- c. To obtain and grant to COUNTY any necessary temporary right of way within CITY for the construction of PROJECT at no cost to COUNTY.
- d. To issue to COUNTY a no-fee permit(s) authorizing COUNTY to construct those portions of PROJECT with CITY highway right of way on condition that the COUNTY'S contractor meets the insurance requirements as required and approved by the CITY's Risk Manager.
- e. To cooperate with COUNTY in conducting negotiations with and, where appropriate, issue notices to public utilities and owners of substructure and overhead facilities regarding the relocation, removal, operation, and maintenance of all surface and underground utilities and facilities, structures, and transportation services, which interfere with the proposed construction. Where utilities have been installed in CITY streets or on CITY property, CITY will provide the necessary right of way for the relocation of those utilities and facilities that interfere with the construction of PROJECT. CITY will take all necessary steps to grant, transfer, or assign all prior rights over utility companies and owners of substructure and overhead facilities when necessary to construct, complete, and maintain PROJECT.
- f. To authorize COUNTY to represent CITY pursuant to this AGREEMENT, in negotiations pertaining to the advertisement of PROJECT for construction bids, award, and administration of the construction contract and in all things necessary and proper to complete PROJECT.
- g. Upon completion of PROJECT: (1) to accept full and complete ownership of, and responsibility for, the PROJECT; and (2) to maintain in good condition and at CITY expense all improvements constructed as part of PROJECT within CITY'S JURISDICTION, including the BASIC TRAFFIC SIGNAL TIMING and the COORDINATION TRAFFIC SIGNAL TIMING to support synchronization of traffic signals on Beverly Boulevard.

(3) COUNTY AGREES:

- a. To perform or cause to be performed the preliminary engineering, contract administration, construction inspection and engineering, utility engineering and relocation, traffic detour, BASIC TRAFFIC SIGNAL TIMING, TRAFFIC SIGNAL COORDINATION TIMING, and final signing and striping for PROJECT.
- b. To act as lead agency, prepare the necessary environmental documents, and make the required environmental findings for PROJECT pursuant to the California Environmental Quality Act.
- c. To contribute toward CITY'S share of COST OF PROJECT, currently estimated to be Three Hundred Ninety-Nine Thousand One Hundred and 00/100 Dollars (\$399,100.00).
- d. To submit an invoice to CITY in the amount of One Million One Hundred Fifty Thousand and 00/100 Dollars (\$1,150,000.00) upon adoption of this AGREEMENT by COUNTY.
- e. To obtain CITY'S approval of plans for PROJECT prior to advertising for construction bids.
- f. To advertise PROJECT for construction bids, to award and to administer the construction contract, and to act on behalf of CITY in all negotiations pertaining thereto.
- g. To administer the design and construction of PROJECT in accordance with all regulations and requirements of Metro relating to the expenditure of Proposition C Local Return funds and Proposition C Twenty-five Percent (25%) Discretionary funds and Memorandum of Understanding No. P00F3309 between COUNTY and Metro. COUNTY'S records for PROJECT shall be open to inspection and subject to audit and reproduction by COUNTY and Metro, or any of their duly authorized representatives, and shall be retained by COUNTY for a period of not less than seven (7) years after final payment to contractor(s) for PROJECT.
- h. To ensure that CITY and all officers and employees of CITY are named as additional insured parties under the construction contractor's(s') Contractor's General Liability and automobile insurance policies.

ENCLOSURE C
March 21, 2023

- i. To furnish to CITY, within one hundred eighty (180) calendar days after final Board acceptance of PROJECT, a final accounting of the actual CITY'S share of COST OF PROJECT including an itemization of actual unit costs and actual contract quantities, as specified in paragraph (3) a., above.
 - j. To perform or cause to be performed the equipment and system testing and to develop and implement the BASIC TRAFFIC SIGNAL TIMING and COORDINATION TRAFFIC SIGNAL TIMING for the PROJECT.
 - k. To return any unexpended CITY funds if COUNTY fails to complete all or a portion of PROJECT within CITY'S JURISDICTION.
- (4) IT IS MUTUALLY UNDERSTOOD AND AGREED AS FOLLOWS:
- a. Nothing in this AGREEMENT is intended to alter TSSP Agreement.
 - b. The financial obligations of COUNTY pursuant to this AGREEMENT are conditional upon COUNTY obtaining reimbursement from Metro pursuant to Memorandum of Understanding No. P00F3309 between COUNTY and Metro. If COUNTY and/or Metro fails to provide its financial contribution, then COUNTY shall refund CITY'S payment within ninety (90) calendar days after notice from Metro to COUNTY that Metro funds are not available.
 - c. The final accounting of the actual total COST OF PROJECT shall allocate said total cost between CITY and COUNTY based on the previously agreed upon improvements and/or work completed. Thus, the cost of all work or improvements (including all engineering, administration, and all other costs incidental to PROJECT work), previously agreed upon as CITY'S share of the COST OF PROJECT, shall be borne by CITY. The cost of all work or improvements (including all engineering, administration, and all other costs incidental to PROJECT work), previously agreed upon as COUNTY'S share of the COST OF PROJECT, shall be borne by COUNTY.
 - d. That if at final accounting CITY'S share of COST OF PROJECT exceeds CITY'S PAYMENT, as set forth in paragraph (2) a., above, CITY shall pay to COUNTY the additional amount upon demand. Said demand shall consist of a billing invoice prepared by COUNTY. Conversely, if the CITY'S share is less than CITY'S PAYMENT, COUNTY shall refund the difference to CITY without further action by CITY.

ENCLOSURE C
March 21, 2023

- e. That if CITY'S PAYMENT, as set forth in paragraph (2) a., above is not delivered to COUNTY office, which is described on the billing invoice prepared by COUNTY within sixty (60) calendar days after the date of said invoice, notwithstanding the provisions of Government Code Section 907, COUNTY may satisfy such indebtedness, including interest thereon, from any funds of CITY on deposit with COUNTY after giving notice to CITY of COUNTY'S intention to do so.
- f. CITY shall review the final accounting invoice prepared by COUNTY and report in writing any discrepancies to COUNTY within sixty (60) calendar days after the date of said invoice. Undisputed charges shall be paid by CITY to COUNTY within sixty (60) calendar days after the date of said invoice. COUNTY shall review all disputed charges and submit a written justification detailing the basis for those charges within sixty (60) calendar days of receipt of CITY'S written report. CITY shall then make payment of the previously disputed charges or submit justification for nonpayment within sixty (60) calendar days after the date of COUNTY'S written justification.
- g. COUNTY at any time may, at its sole discretion, designate an alternative payment mailing address and an alternative schedule for payment of CITY funds if applicable. CITY shall be notified of such changes by invoice prepared by COUNTY and delivered to CITY.
- h. During construction of PROJECT, COUNTY shall furnish an inspector or other representative to perform the functions of an inspector. CITY may also furnish, at no cost to COUNTY, an inspector or other representative to inspect construction of the PROJECT. CITY shall have no obligation to inspect the PROJECT and no liability shall be attributable as a result of CITY'S inspection or failure to inspect. Said inspectors shall cooperate and consult with each other, but the orders of COUNTY inspector to the contractor or any other person in charge of construction shall prevail and be final, and COUNTY inspector shall be responsible for the proper inspection of PROJECT as needed.
- i. This AGREEMENT may be amended or modified only by mutual written consent of COUNTY and CITY. Amendments and modifications of a nonmaterial nature may be made by the mutual written consent of the parties.
- j. Any correspondence, communication, or contact concerning this AGREEMENT shall be directed to the following:

CITY: Mr. James Enriquez
Director of Public Works
City of Montebello
1600 W Beverly Boulevard
Montebello, CA 90640

COUNTY: Mr. Mark Pestrella
Director of Public Works
Los Angeles County Public Works
P.O. Box 1460
Alhambra, CA 91802-1460

- k. COUNTY and CITY acknowledge and recognize that the improvements contemplated by this AGREEMENT provide significant regional and local benefits with respect to reducing traffic congestion. COUNTY and CITY further acknowledge and recognize that the cost of defending claims and lawsuit arising from the improvements contemplated by this AGREEMENT is paid for by public monies and both parties share an interest in reducing the amount of public monies spent on defending claims and lawsuits where possible without prejudicing their respective defenses.
- l. In the event that a claim lawsuit is brought against COUNTY and CITY based on the allegation that the design, construction, maintenance, or operation of the improvements constructed under this AGREEMENT proximately caused injuries or damage, COUNTY and CITY agree to cooperate as much as possible with respect to defending the claim or lawsuit without causing prejudice to their respective defenses to the claim or lawsuit. Upon receipt of the claim or lawsuit, the COUNTY and CITY, through their respective agents if appropriate, shall promptly investigate the matter. COUNTY and CITY shall then meet and confer promptly regarding whether a joint defense is appropriate or if one party should tender its defense and indemnification to the other party.
- m. Neither COUNTY nor any officer or employee of COUNTY shall be responsible for any damage or liability occurring by reason of any act or omission on the part of CITY under or in connection with any work, authority, or jurisdiction delegated to, assumed by, or determined to be the responsibility of CITY under this AGREEMENT. It is also understood and agreed that, pursuant to Government Code, Section 895.4, CITY shall fully indemnify, defend, and hold COUNTY harmless from any

liability imposed for injury (as defined by Government Code, Section 810.8) occurring by reason of any act or omission on the part of CITY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of CITY under this AGREEMENT. Where liability for injury (as defined by Government Code, Section 810.8) is sought to be imposed under Section 830, et seq., of the Government Code for a dangerous condition of property owned by or under the control of CITY, CITY shall fully defend, indemnify, and hold COUNTY harmless from any and all liability arising from such dangerous condition.

- n. Neither CITY nor any officer or employee of CITY shall be responsible for any damage or liability occurring by reason of any act or omission on the part of COUNTY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of COUNTY under this AGREEMENT. It is also understood and agreed that, pursuant to Government Code, Section 895.4, COUNTY shall fully indemnify, defend, and hold CITY harmless from any liability imposed for injury (as defined by Government Code, Section 810.8) occurring by reason of any act or omission on the part of COUNTY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of COUNTY under this AGREEMENT.
- o. It is understood and agreed that the provisions of Assumption of Liability Agreement No. 32070 between CITY and COUNTY, adopted by the Board of Supervisors on December 27, 1977, and currently in effect, are inapplicable to this AGREEMENT.

//
//
//
//
//
//
//
//
//
//
//
//
//
//
//

ENCLOSURE C
March 21, 2023

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by their respective officers, duly authorized, by the CITY OF MONTEBELLO on _____, 2022, and by the COUNTY OF LOS ANGELES on _____, 2022.

COUNTY OF LOS ANGELES

By _____
Director of Public Works

APPROVED AS TO FORM:

DAWYN R. HARRISON
Interim County Counsel

By _____
Deputy

CITY OF MONTEBELLO

By _____
City Manager

ATTEST:

By _____
City Clerk

APPROVED AS TO FORM:

By _____
City Attorney

A G R E E M E N T

THIS AGREEMENT, made and entered into by and between the CITY OF PICO RIVERA, a municipal corporation in the County of Los Angeles, hereinafter referred to as CITY, and the COUNTY OF LOS ANGELES, a political subdivision of the State of California (hereinafter referred to as COUNTY):

W I T N E S S E T H

WHEREAS, to assist in the traffic flow, CITY, the City of Montebello, the City of Whittier, and COUNTY desire to modify and synchronize the traffic signals along Beverly Boulevard between Pomona Boulevard to Pickering Avenue, a portion of which is within CITY, and which work is hereinafter referred to as PROJECT; and

WHEREAS, the proposed improvements are jurisdictionally shared between CITY, the City of Montebello, the City of Whittier, and COUNTY, and separate agreements between the City of Montebello and COUNTY and the City of Whittier and COUNTY are being executed covering the portions of PROJECT within the City of Montebello's and the City of Whittier's jurisdictions; and

WHEREAS, PROJECT is within the shared geographical boundaries of CITY, the City of Montebello, the City of Whittier, and COUNTY; and

WHEREAS, PROJECT is of general interest to CITY, the City of Montebello, the City of Whittier, and COUNTY; and

WHEREAS, CITY and COUNTY previously executed an Agreement on May 29, 2007, to memorialize their understanding regarding their relative rights, obligations, and duties with respect to the County's Traffic Signal Synchronization Program (hereinafter referred to as TSSP Agreement); and

WHEREAS, PROJECT is included in the TSSP Agreement; and

WHEREAS, for the purpose of providing funding for PROJECT, COUNTY, as lead agency, on February 26, 2018, entered into an amended Memorandum of Understanding No. P00F3309 (MOU) with the Los Angeles County Metropolitan Transportation Authority (Metro); and WHEREAS, COUNTY is willing to utilize and share with CITY the funding provided for in COUNTY/Metro MOU P00F3309 to finance a portion of COST OF PROJECT; and

WHEREAS, COST OF PROJECT includes the COST OF PRELIMINARY ENGINEERING, COST OF CONSTRUCTION CONTRACT, and COST OF CONSTRUCTION ADMINISTRATION; and

ENCLOSURE C
March 21, 2023

WHEREAS, the total COST OF PROJECT is currently estimated to be Five Million Four Hundred Forty-Seven Thousand Four Hundred Dollars (\$5,447,400.00); and

WHEREAS, under the MOU, Metro will provide to COUNTY a grant (GRANT) of up to a maximum of One Million Nine Hundred Thirteen Thousand Six Hundred and 00/100 Dollars (\$1,913,600.00) for PROJECT; and

WHEREAS, allocation of the Metro grant is currently estimated to be, Sixty-Seven Thousand Two Hundred and 00/100 Dollars (\$67,200.00) towards CITY's jurisdictional share, Three Hundred Twenty-Three Thousand Eight Hundred and 00/100 Dollars (\$323,800.00) towards COUNTY's jurisdictional share, One Million Forty-Six Thousand Nine Hundred and 00/100 Dollars (\$1,046,900.00) towards the City of Montebello's jurisdictional share, and Four Hundred Seventy-Five Thousand Seven Hundred and 00/100 Dollars (\$475,700.00) towards City of Whittier's jurisdictional share.

WHEREAS, CITY is willing to finance its jurisdictional share of COST OF PROJECT currently estimated to be Four Hundred Seventy Eight Thousand Five Hundred and 00/100 Dollars (\$478,500.00) by claiming its share of COUNTY/Metro grant funds, currently estimated to be, Sixty-Seven Thousand Two Hundred and 00/100 Dollars (\$67,200.00) and contributing other CITY funds in the amount of Three Hundred Five Thousand Five Hundred and 00/100 Dollars (\$305,500.00) to finance a portion of the COST OF PROJECT; and

WHEREAS, COUNTY agrees to contribute One Hundred Five Thousand Eight Hundred and 00/100 Dollars (\$105,800.00) to finance a portion of CITY's COST OF PROJECT; and

WHEREAS, CITY agrees to contribute funds up to a maximum of Three Hundred Five Thousand Five Hundred and 00/100 Dollars (\$305,500.00) to finance a portion of the COST OF PROJECT; and

WHEREAS, CITY'S estimated share is the sum of the costs of actual quantities of construction contract items utilized within CITY jurisdiction plus thirty (30) percent of that for PRELIMINARY ENGINEERING cost, twenty (20) percent of that for CONSTRUCTION ADMINISTRATION cost, twenty (20) percent of that for contingencies, and four (4) percent of combined costs of PRELIMINARY ENGINEERING and CONSTRUCTION ADMINISTRATION towards contract city liability trust fund altogether estimated to be Four Hundred Seventy Eight Thousand Five Hundred and 00/100 Dollars (\$478,500.00);

WHEREAS, BASIC TRAFFIC SIGNAL TIMING involves the timing parameters for the general operation of a traffic signal, which typically include, but

is not limited to, defining the phases, attributes and timing values for each permitted phase, pedestrian movement, and assigning detection; and

WHEREAS, COORDINATION TRAFFIC SIGNAL TIMING involves the timing parameters that allow multiple traffic signals to be synchronized with each other, which typically include defining coordination cycle lengths, offsets and time of day operations for each traffic signal coordination plan; and

WHEREAS, COUNTY agrees to be responsible to perform or cause to be performed the PRELIMINARY ENGINEERING, solicitation of construction bids and award of CONSTRUCTION CONTRACT, and CONSTRUCTION ADMINISTRATION for PROJECT; and

WHEREAS, COUNTY agrees to be responsible to perform or cause to be performed the equipment and system testing and develop and implement the BASIC TRAFFIC SIGNAL TIMING and COORDINATION TRAFFIC SIGNAL TIMING for PROJECT; and

WHEREAS, such a proposal is authorized and provided for by the provisions of Sections 6500 and 23004, et seq., of the Government Code and Sections 1685 and 1803 of the California Streets and Highways Code.

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

(1) DEFINITIONS:

- a. The term JURISDICTION, as referred to in this AGREEMENT, shall be defined as the area within the jurisdictional boundary of each governmental entity party to this AGREEMENT.
- b. PRELIMINARY ENGINEERING, as referred to in this AGREEMENT, shall consist of environmental findings and approvals/permits; design survey; soils report; traffic index and geotechnical investigation; preparation of plans, specifications, and cost estimates; right-of-way engineering; utility engineering; and all other necessary work prior to advertising of PROJECT for construction bids.
- c. COST OF CONSTRUCTION CONTRACT, as referred to in this AGREEMENT, shall consist of the actual payments to the construction contractor(s) for PROJECT and the total of all payments to utility companies or contractor(s) for the relocation of facilities necessary for

the construction of PROJECT, and the cost of any additional unforeseen work that is necessary for the construction of PROJECT.

- d. CONSTRUCTION ADMINISTRATION as referred to in this AGREEMENT shall consist of construction contract administration, construction inspection, materials testing, construction survey, traffic detour, signing and striping, construction engineering, utility relocation and coordination matters, changes and modifications of plans and specifications for PROJECT necessitated by unforeseen or unforeseeable field conditions encountered during construction of PROJECT, construction contingencies, and all other necessary work after advertising of PROJECT for construction bids to cause PROJECT to be constructed in accordance with said plans and specifications approved by CITY and COUNTY.
 - e. COST OF PROJECT, as referred to in this AGREEMENT, shall consist of the COST OF CONSTRUCTION CONTRACT and costs of PRELIMINARY ENGINEERING, CONSTRUCTION ADMINISTRATION, BASIC TRAFFIC SIGNAL TIMING, and COORDINATION TRAFFIC SIGNAL TIMING for traffic signals within PROJECT limits, right-of-way acquisition and clearance matters, and all other work and materials necessary to construct PROJECT in accordance with the approved plans and shall include currently effective percentages added to total salaries, wages, and equipment costs to cover overhead, administration, and depreciation in connection with any or all of the aforementioned items.
 - f. Completion of PROJECT as referred to in this AGREEMENT shall be defined as the date of field acceptance of construction of PROJECT by COUNTY and an electronic notification to CITY'S City Manager that the improvements within CITY'S JURISDICTION are completed and transferred to CITY for purpose of operation and maintenance.
- (2) CITY AGREES:
- a. To finance CITY'S share of COST OF PROJECT, the actual amount of which is to be determined by a final accounting, pursuant to paragraph (4) d., below.
 - b. To deposit with COUNTY, following execution of this AGREEMENT and upon demand by COUNTY, CITY funds in the amount of Three Hundred Five Thousand Five Hundred and 00/100 Dollars (\$305,500.00)

hereinafter referred as CITY'S PAYMENT. Said demand will consist of a billing invoice prepared by COUNTY and delivered to CITY.

- c. To obtain and grant to COUNTY any necessary temporary right of way within CITY for the construction of PROJECT at no cost to COUNTY.
 - d. To issue to COUNTY a no-fee permit(s) authorizing COUNTY to construct those portions of PROJECT with CITY highway right of way on condition that the COUNTY'S contractor meets the insurance requirements as required and approved by the CITY's Risk Manager.
 - e. To cooperate with COUNTY in conducting negotiations with and, where appropriate, issue notices to public utilities and owners of substructure and overhead facilities regarding the relocation, removal, operation, and maintenance of all surface and underground utilities and facilities, structures, and transportation services, which interfere with the proposed construction. Where utilities have been installed in CITY streets or on CITY property, CITY will provide the necessary right of way for the relocation of those utilities and facilities that interfere with the construction of PROJECT. CITY will take all necessary steps to grant, transfer, or assign all prior rights over utility companies and owners of substructure and overhead facilities when necessary to construct, complete, and maintain PROJECT.
 - f. To authorize COUNTY to represent CITY pursuant to this AGREEMENT, in negotiations pertaining to the advertisement of PROJECT for construction bids, award, and administration of the construction contract and in all things necessary and proper to complete PROJECT.
 - g. Upon completion of PROJECT: (1) to accept full and complete ownership of, and responsibility for, the PROJECT; and (2) to maintain in good condition and at CITY expense all improvements constructed as part of PROJECT within CITY'S JURISDICTION, including the BASIC TRAFFIC SIGNAL TIMING and the COORDINATION TRAFFIC SIGNAL TIMING to support synchronization of traffic signals on Beverly Boulevard.
- (3) COUNTY AGREES:
- a. To perform or cause to be performed the preliminary engineering, contract administration, construction inspection and engineering, utility engineering and relocation, traffic detour, BASIC TRAFFIC SIGNAL

TIMING, TRAFFIC SIGNAL COORDINATION TIMING, and final signing and striping for PROJECT.

- b. To act as lead agency, prepare the necessary environmental documents, and make the required environmental findings for PROJECT pursuant to the California Environmental Quality Act.
- c. To contribute toward CITY'S share of COST OF PROJECT, currently estimated to be One Hundred Five Thousand Eight Hundred and 00/100 Dollars (\$105,800.00).
- d. To submit an invoice to CITY in the amount of Three Hundred Five Thousand Five Hundred and 00/100 Dollars (\$305,500.00) upon adoption of this AGREEMENT by COUNTY.
- e. To obtain CITY'S approval of plans for PROJECT prior to advertising for construction bids.
- f. To advertise PROJECT for construction bids, to award and to administer the construction contract, and to act on behalf of CITY in all negotiations pertaining thereto.
- g. To administer the design and construction of PROJECT in accordance with all regulations and requirements of Metro relating to the expenditure of Proposition C Local Return funds and Proposition C Twenty-five Percent (25%) Discretionary funds and Memorandum of Understanding No. P00F3309 between COUNTY and Metro. COUNTY'S records for PROJECT shall be open to inspection and subject to audit and reproduction by COUNTY and Metro, or any of their duly authorized representatives, and shall be retained by COUNTY for a period of not less than seven (7) years after final payment to contractor(s) for PROJECT.
- h. To ensure that CITY and all officers and employees of CITY are named as additional insured parties under the construction contractor's(s') Contractor's General Liability and automobile insurance policies.
- i. To furnish to CITY, within one hundred eighty (180) calendar days after final Board acceptance of PROJECT, a final accounting of the actual CITY'S share of COST OF PROJECT including an itemization of actual unit costs and actual contract quantities, as specified in paragraph (3) a., above.

ENCLOSURE C
March 21, 2023

- j. To perform or cause to be performed the equipment and system testing and to develop and implement the BASIC TRAFFIC SIGNAL TIMING and COORDINATION TRAFFIC SIGNAL TIMING for the PROJECT.
 - k. To return any unexpended CITY funds if COUNTY fails to complete all or a portion of PROJECT within CITY'S JURISDICTION.
- (4) IT IS MUTUALLY UNDERSTOOD AND AGREED AS FOLLOWS:
- a. Nothing in this AGREEMENT is intended to alter TSSP Agreement.
 - b. The financial obligations of COUNTY pursuant to this AGREEMENT are conditional upon COUNTY obtaining reimbursement from Metro pursuant to Memorandum of Understanding No. P00F3309 between COUNTY and Metro. If COUNTY and/or Metro fails to provide its financial contribution, then COUNTY shall refund CITY'S payment within ninety (90) calendar days after notice from Metro to COUNTY that Metro funds are not available.
 - c. The final accounting of the actual total COST OF PROJECT shall allocate said total cost between CITY and COUNTY based on the previously agreed upon improvements and/or work completed. Thus, the cost of all work or improvements (including all engineering, administration, and all other costs incidental to PROJECT work), previously agreed upon as CITY'S share of the COST OF PROJECT, shall be borne by CITY. The cost of all work or improvements (including all engineering, administration, and all other costs incidental to PROJECT work), previously agreed upon as COUNTY'S share of the COST OF PROJECT, shall be borne by COUNTY.
 - d. That if at final accounting CITY'S share of COST OF PROJECT exceeds CITY'S PAYMENT, as set forth in paragraph (2) a., above, CITY shall pay to COUNTY the additional amount upon demand. Said demand shall consist of a billing invoice prepared by COUNTY. Conversely, if the CITY'S share is less than CITY'S PAYMENT, COUNTY shall refund the difference to CITY without further action by CITY.
 - e. That if CITY'S PAYMENT, as set forth in paragraph (2) a., above is not delivered to COUNTY office, which is described on the billing invoice prepared by COUNTY within sixty (60) calendar days after the date of said invoice, notwithstanding the provisions of Government Code Section 907, COUNTY may satisfy such indebtedness, including interest

thereon, from any funds of CITY on deposit with COUNTY after giving notice to CITY of COUNTY'S intention to do so.

- f. CITY shall review the final accounting invoice prepared by COUNTY and report in writing any discrepancies to COUNTY within sixty (60) calendar days after the date of said invoice. Undisputed charges shall be paid by CITY to COUNTY within sixty (60) calendar days after the date of said invoice. COUNTY shall review all disputed charges and submit a written justification detailing the basis for those charges within sixty (60) calendar days of receipt of CITY'S written report. CITY shall then make payment of the previously disputed charges or submit justification for nonpayment within sixty (60) calendar days after the date of COUNTY'S written justification.
- g. COUNTY at any time may, at its sole discretion, designate an alternative payment mailing address and an alternative schedule for payment of CITY funds if applicable. CITY shall be notified of such changes by invoice prepared by COUNTY and delivered to CITY.
- h. During construction of PROJECT, COUNTY shall furnish an inspector or other representative to perform the functions of an inspector. CITY may also furnish, at no cost to COUNTY, an inspector or other representative to inspect construction of the PROJECT. CITY shall have no obligation to inspect the PROJECT and no liability shall be attributable as a result of CITY'S inspection or failure to inspect. Said inspectors shall cooperate and consult with each other, but the orders of COUNTY inspector to the contractor or any other person in charge of construction shall prevail and be final, and COUNTY inspector shall be responsible for the proper inspection of PROJECT as needed.
- i. This AGREEMENT may be amended or modified only by mutual written consent of COUNTY and CITY. Amendments and modifications of a nonmaterial nature may be made by the mutual written consent of the parties.
- j. Any correspondence, communication, or contact concerning this AGREEMENT shall be directed to the following:

ENCLOSURE C
March 21, 2023

CITY: Nadia Carrasco
Assistant Engineer
City of Pico Rivera
6615 Parsons Boulevard
Pico Rivera, CA 90660-1016

COUNTY: Mr. Mark Pestrella
Director of Public Works
Los Angeles County Public Works
P.O. Box 1460
Alhambra, CA 91802-1460

- k. COUNTY and CITY acknowledge and recognize that the improvements contemplated by this AGREEMENT provide significant regional and local benefits with respect to reducing traffic congestion. COUNTY and CITY further acknowledge and recognize that the cost of defending claims and lawsuit arising from the improvements contemplated by this AGREEMENT is paid for by public monies and both parties share an interest in reducing the amount of public monies spent on defending claims and lawsuits where possible without prejudicing their respective defenses.
- l. In the event that a claim lawsuit is brought against COUNTY and CITY based on the allegation that the design, construction, maintenance, or operation of the improvements constructed under this AGREEMENT proximately caused injuries or damage, COUNTY and CITY agree to cooperate as much as possible with respect to defending the claim or lawsuit without causing prejudice to their respective defenses to the claim or lawsuit. Upon receipt of the claim or lawsuit, the COUNTY and CITY, through their respective agents if appropriate, shall promptly investigate the matter. COUNTY and CITY shall then meet and confer promptly regarding whether a joint defense is appropriate or if one party should tender its defense and indemnification to the other party.
- m. Neither COUNTY nor any officer or employee of COUNTY shall be responsible for any damage or liability occurring by reason of any act or omission on the part of CITY under or in connection with any work, authority, or jurisdiction delegated to, assumed by, or determined to be the responsibility of CITY under this AGREEMENT. It is also understood and agreed that, pursuant to Government Code, Section 895.4, CITY shall fully indemnify, defend, and hold COUNTY harmless from any liability imposed for injury (as defined by Government Code, Section 810.8) occurring by reason of any act or omission on the part of CITY

under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of CITY under this AGREEMENT. Where liability for injury (as defined by Government Code, Section 810.8) is sought to be imposed under Section 830, et seq., of the Government Code for a dangerous condition of property owned by or under the control of CITY, CITY shall fully defend, indemnify, and hold COUNTY harmless from any and all liability arising from such dangerous condition.

- n. Neither CITY nor any officer or employee of CITY shall be responsible for any damage or liability occurring by reason of any act or omission on the part of COUNTY under or in connection with any work, authority, or

jurisdiction delegated to or determined to be the responsibility of COUNTY under this AGREEMENT. It is also understood and agreed that, pursuant to Government Code, Section 895.4, COUNTY shall fully indemnify, defend, and hold CITY harmless from any liability imposed for injury (as defined by Government Code, Section 810.8) occurring by reason of any act or omission on the part of COUNTY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of COUNTY under this AGREEMENT.

- o. It is understood and agreed that the provisions of Assumption of Liability Agreement No. 32074 between CITY and COUNTY, adopted by the Board of Supervisors on December 27, 1977, and currently in effect, are inapplicable to this AGREEMENT.

//
//
//
//
//
//
//
//
//
//
//
//
//
///
//

ENCLOSURE C
March 21, 2023

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by their respective officers, duly authorized, by the CITY OF PICO RIVERA on _____, 2022, and by the COUNTY OF LOS ANGELES on _____, 2022.

COUNTY OF LOS ANGELES

By _____
Director of Public Works

APPROVED AS TO FORM:

DAWYN R. HARRISON
Interim County Counsel

By _____
Deputy

CITY OF PICO RIVERA

By _____
City Manager

ATTEST:

By _____
City Clerk

APPROVED AS TO FORM:

By _____
City Attorney

A G R E E M E N T

THIS AGREEMENT, made and entered into by and between the CITY OF WHITTIER, a municipal corporation in the County of Los Angeles, hereinafter referred to as CITY, and the COUNTY OF LOS ANGELES, a political subdivision of the State of California (hereinafter referred to as COUNTY):

W I T N E S S E T H

WHEREAS, to assist in the traffic flow, CITY, the City of Montebello, the City of Pico Rivera, and COUNTY desire to modify and synchronize the traffic signals along Beverly Boulevard from Pomona Boulevard to Pickering Avenue, a portion of which is within CITY, and which work is hereinafter referred to as PROJECT; and

WHEREAS, the proposed improvements are jurisdictionally shared between CITY, the City of Montebello, the City of Pico Rivera, and COUNTY, and separate agreements between the City of Montebello and COUNTY and the City of Pico Rivera and COUNTY are being executed covering the portions of PROJECT within the City of Montebello's and the City of Pico Rivera's jurisdictions; and

WHEREAS, PROJECT is within the shared geographical boundaries of CITY, the City of Montebello, the City of Pico Rivera, and COUNTY; and

WHEREAS, PROJECT is of general interest to CITY, the City of Montebello, the City of Pico Rivera, and COUNTY; and

WHEREAS, CITY and COUNTY previously executed an Agreement on November 13, 2007, which was first amended on June 2, 2020, to memorialize their understanding regarding their relative rights, obligations, and duties with respect to the County's Traffic Signal Synchronization Program (hereinafter referred to as TSSP Agreement); and

WHEREAS, PROJECT is included in the TSSP Agreement; and

WHEREAS, for the purpose of providing funding for PROJECT, COUNTY, as lead agency, on February 26, 2018, entered into an amended Memorandum of Understanding No. P00F3309 (MOU) with the Los Angeles County Metropolitan Transportation Authority (Metro); and

WHEREAS, COUNTY is willing to utilize and share with CITY the funding provided for in COUNTY/Metro MOU P00F3309 to finance a portion of COST OF PROJECT; and

ENCLOSURE C
March 21, 2023

WHEREAS, COST OF PROJECT includes the COST OF PRELIMINARY ENGINEERING, COST OF CONSTRUCTION CONTRACT, and COST OF CONSTRUCTION ADMINISTRATION; and

WHEREAS, the total COST OF PROJECT is currently estimated to be Five Million Four Hundred Forty-Seven Thousand Four Hundred Dollars (\$5,447,400.00); and

WHEREAS, under the MOU, Metro will provide to COUNTY a grant (GRANT) of up to a maximum of One Million Nine Hundred Thirteen Thousand Six Hundred and 00/100 Dollars (\$1,913,600.00) for PROJECT; and

WHEREAS, allocation of the Metro grant is currently estimated to be Four Hundred Seventy Five Thousand Seven Hundred and 00/100 Dollars (\$475,700.00) towards CITY's jurisdictional share, Three Hundred Twenty-Three Thousand Eight Hundred and 00/100 Dollars (\$323,800.00) towards COUNTY's jurisdictional share, Sixty-Seven Thousand Two Hundred and 00/100 Dollars (\$67,200.00) towards the City of Pico Rivera's jurisdictional share, and One Million Forty-Six Thousand Nine Hundred and 00/100 Dollars (\$1,046,900) towards the City of Montebello's jurisdictional share; and

WHEREAS, CITY is willing to finance its jurisdictional share of COST OF PROJECT currently estimated to be One Million Three Hundred Sixty-Nine Thousand Four Hundred and 00/100 Dollars (\$1,369,400.00) by claiming its share of COUNTY/Metro grant funds, currently estimated to be Four Hundred Seventy Five Thousand Seven Hundred and 00/100 Dollars (\$475,700.00) and contributing other CITY funds to a maximum of Six Hundred Ninety-Eight Thousand Nine Hundred and 00/100 Dollars (\$698,900.00) to finance a portion of the COST OF PROJECT; and

WHEREAS, COUNTY agrees to contribute One Hundred Ninety-Four Thousand eight Hundred and 00/100 Dollars (\$194,800.00) to finance a portion of CITY's COST OF PROJECT; and

WHEREAS, CITY agrees to contribute funds up to a maximum of Six Hundred Ninety-Eight Thousand Nine Hundred and 00/100 Dollars (\$698,900.00) to finance a portion of the COST OF PROJECT; and

WHEREAS, CITY'S estimated share is the sum of the costs of actual quantities of construction contract items utilized within CITY jurisdiction plus thirty (30) percent of that for PRELIMINARY ENGINEERING cost, twenty (20) percent of that for CONSTRUCTION ADMINISTRATION cost, twenty (20) percent of that for contingencies, and four (4) percent of combined costs of PRELIMINARY ENGINEERING and CONSTRUCTION ADMINISTRATION towards contract city liability trust fund altogether estimated to be One Million Three Hundred Sixty-Nine Thousand Four Hundred and 00/100 Dollars (\$1,369,400.00); and

WHEREAS, BASIC TRAFFIC SIGNAL TIMING involves the timing parameters for the general operation of a traffic signal, which typically include, but is not limited to, defining the phases, attributes and timing values for each permitted phase, pedestrian movement, and assigning detection; and

WHEREAS, COORDINATION TRAFFIC SIGNAL TIMING involves the timing parameters that allow multiple traffic signals to be synchronized with each other, which typically include defining coordination cycle lengths, offsets and time of day operations for each traffic signal coordination plan; and

WHEREAS, COUNTY agrees to be responsible to perform or cause to be performed the PRELIMINARY ENGINEERING, solicitation of construction bids and award of CONSTRUCTION CONTRACT, and CONSTRUCTION ADMINISTRATION for PROJECT; and

WHEREAS, COUNTY agrees to be responsible to perform or cause to be performed the equipment and system testing and develop and implement the BASIC TRAFFIC SIGNAL TIMING and COORDINATION TRAFFIC SIGNAL TIMING for PROJECT; and

WHEREAS, such a proposal is authorized and provided for by the provisions of Sections 6500 and 23004, et seq., of the Government Code and Sections 1685 and 1803 of the California Streets and Highways Code.

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

(1) DEFINITIONS:

- a. The term JURISDICTION, as referred to in this AGREEMENT, shall be defined as the area within the jurisdictional boundary of each governmental entity party to this AGREEMENT.
- b. PRELIMINARY ENGINEERING, as referred to in this AGREEMENT, shall consist of environmental findings and approvals/permits; design survey; soils report; traffic index and geotechnical investigation; preparation of plans, specifications, and cost estimates; right-of-way engineering; utility engineering; and all other necessary work prior to advertising of PROJECT for construction bids.
- c. COST OF CONSTRUCTION CONTRACT, as referred to in this AGREEMENT, shall consist of the actual payments to the construction contractor(s) for PROJECT and the total of all payments to utility companies or contractor(s) for

the relocation of facilities necessary for the construction of PROJECT, and the cost of any additional unforeseen work that is necessary for the construction of PROJECT.

- d. CONSTRUCTION ADMINISTRATION as referred to in this AGREEMENT shall consist of construction contract administration, construction inspection, materials testing, construction survey, traffic detour, signing and striping, construction engineering, utility relocation and coordination matters, changes and modifications of plans and specifications for PROJECT necessitated by unforeseen or unforeseeable field conditions encountered during construction of PROJECT, construction contingencies, and all other necessary work after advertising of PROJECT for construction bids to cause PROJECT to be constructed in accordance with said plans and specifications approved by CITY and COUNTY.
- e. COST OF PROJECT, as referred to in this AGREEMENT, shall consist of the COST OF CONSTRUCTION CONTRACT and costs of PRELIMINARY ENGINEERING, CONSTRUCTION ADMINISTRATION, BASIC TRAFFIC SIGNAL TIMING, and COORDINATION TRAFFIC SIGNAL TIMING for traffic signals within PROJECT limits, right-of-way acquisition and clearance matters, and all other work and materials necessary to construct PROJECT in accordance with the approved plans and shall include currently effective percentages added to total salaries, wages, and equipment costs to cover overhead, administration, and depreciation in connection with any or all of the aforementioned items.
- f. Completion of PROJECT as referred to in this AGREEMENT shall be defined as the date of field acceptance of construction of PROJECT by COUNTY and an electronic notification to CITY'S City Manager that the improvements within CITY'S JURISDICTION are completed and transferred to CITY for purpose of operation and maintenance.

(2) CITY AGREES:

- a. To finance CITY'S share of COST OF PROJECT, the actual amount of which is to be determined by a final accounting, pursuant to paragraph (4) d., below.
- b. To deposit with COUNTY, following execution of this AGREEMENT and upon demand by COUNTY, CITY funds in the amount of Six Hundred Ninety-Eight Thousand Nine Hundred and 00/100 Dollars (\$698,900.00) hereinafter referred as CITY'S PAYMENT. Said demand will consist of a billing invoice prepared by COUNTY and delivered to CITY.

ENCLOSURE C
March 21, 2023

- c. To obtain and grant to COUNTY any necessary temporary right of way within CITY for the construction of PROJECT at no cost to COUNTY.
- d. To issue to COUNTY a no-fee permit(s) authorizing COUNTY to construct those portions of PROJECT with CITY highway right of way on condition that the COUNTY'S contractor meets the insurance requirements as required and approved by the CITY's Risk Manager.
- e. To cooperate with COUNTY in conducting negotiations with and, where appropriate, issue notices to public utilities and owners of substructure and overhead facilities regarding the relocation, removal, operation, and maintenance of all surface and underground utilities and facilities, structures, and transportation services, which interfere with the proposed construction. Where utilities have been installed in CITY streets or on CITY property, CITY will provide the necessary right of way for the relocation of those utilities and facilities that interfere with the construction of PROJECT. CITY will take all necessary steps to grant, transfer, or assign all prior rights over utility companies and owners of substructure and overhead facilities when necessary to construct, complete, and maintain PROJECT.
- f. To authorize COUNTY to represent CITY pursuant to this AGREEMENT, in negotiations pertaining to the advertisement of PROJECT for construction bids, award, and administration of the construction contract and in all things necessary and proper to complete PROJECT.
- g. Upon completion of PROJECT: (1) to accept full and complete ownership of, and responsibility for, the PROJECT; and (2) to maintain in good condition and at CITY expense all improvements constructed as part of PROJECT within CITY'S JURISDICTION, including the BASIC TRAFFIC SIGNAL TIMING and the COORDINATION TRAFFIC SIGNAL TIMING to support synchronization of traffic signals on Beverly Boulevard.

(3) COUNTY AGREES:

- a. To perform or cause to be performed the preliminary engineering, contract administration, construction inspection and engineering, utility engineering and relocation, traffic detour, BASIC TRAFFIC SIGNAL TIMING, TRAFFIC SIGNAL COORDINATION TIMING, and final signing and striping for PROJECT.
- b. To act as lead agency, prepare the necessary environmental documents, and make the required environmental findings for PROJECT pursuant to the California Environmental Quality Act.

ENCLOSURE C
March 21, 2023

- c. To contribute toward CITY's share of COST OF PROJECT, currently estimated to be One Hundred Ninety-Four Thousand Eight Hundred and 00/100 Dollars (\$194,800.00).
 - d. To submit an invoice to CITY in the amount of Six Hundred Ninety-Eight Thousand Nine Hundred and 00/100 Dollars (\$698,900.00) upon adoption of this AGREEMENT by COUNTY.
 - e. To obtain CITY'S approval of plans for PROJECT prior to advertising for construction bids.
 - f. To advertise PROJECT for construction bids, to award and to administer the construction contract, and to act on behalf of CITY in all negotiations pertaining thereto.
 - g. To administer the design and construction of PROJECT in accordance with all regulations and requirements of Metro relating to the expenditure of Proposition C Local Return funds and Proposition C Twenty-five Percent (25%) Discretionary funds and Memorandum of Understanding No. P00F3309 between COUNTY and Metro. COUNTY'S records for PROJECT shall be open to inspection and subject to audit and reproduction by COUNTY and Metro, or any of their duly authorized representatives, and shall be retained by COUNTY for a period of not less than seven (7) years after final payment to contractor(s) for PROJECT.
 - h. To ensure that CITY and all officers and employees of CITY are named as additional insured parties under the construction contractor's(s') Contractor's General Liability and automobile insurance policies.
 - i. To furnish to CITY, within one hundred eighty (180) calendar days after final Board acceptance of PROJECT, a final accounting of the actual CITY'S share of COST OF PROJECT including an itemization of actual unit costs and actual contract quantities, as specified in paragraph (3) a., above.
 - j. To perform or cause to be performed the equipment and system testing and to develop and implement the BASIC TRAFFIC SIGNAL TIMING and COORDINATION TRAFFIC SIGNAL TIMING for the PROJECT.
 - k. To return any unexpended CITY funds if COUNTY fails to complete all or a portion of PROJECT within CITY'S JURISDICTION.
- (4) IT IS MUTUALLY UNDERSTOOD AND AGREED AS FOLLOWS:

- a. Nothing in this AGREEMENT is intended to alter TSSP Agreement.
- b. The financial obligations of COUNTY pursuant to this AGREEMENT are conditional upon COUNTY obtaining reimbursement from Metro pursuant to Memorandum of Understanding No. P00F3309 between COUNTY and Metro. If COUNTY and/or Metro fails to provide its financial contribution, then COUNTY shall refund CITY'S payment within ninety (90) calendar days after notice from Metro to COUNTY that Metro funds are not available.
- c. The final accounting of the actual total COST OF PROJECT shall allocate said total cost between CITY and COUNTY based on the previously agreed upon improvements and/or work completed. Thus, the cost of all work or improvements (including all engineering, administration, and all other costs incidental to PROJECT work), previously agreed upon as CITY'S share of the COST OF PROJECT, shall be borne by CITY. The cost of all work or improvements (including all engineering, administration, and all other costs incidental to PROJECT work), previously agreed upon as COUNTY'S share of the COST OF PROJECT, shall be borne by COUNTY.
- d. That if at final accounting CITY'S share of COST OF PROJECT exceeds CITY'S PAYMENT, as set forth in paragraph (2) a., above, CITY shall pay to COUNTY the additional amount upon demand. Said demand shall consist of a billing invoice prepared by COUNTY. Conversely, if the CITY'S share is less than CITY'S PAYMENT, COUNTY shall refund the difference to CITY without further action by CITY.
- e. That if CITY'S PAYMENT, as set forth in paragraph (2) a., above is not delivered to COUNTY office, which is described on the billing invoice prepared by COUNTY within sixty (60) calendar days after the date of said invoice, notwithstanding the provisions of Government Code Section 907, COUNTY may satisfy such indebtedness, including interest thereon, from any funds of CITY on deposit with COUNTY after giving notice to CITY of COUNTY'S intention to do so.
- f. CITY shall review the final accounting invoice prepared by COUNTY and report in writing any discrepancies to COUNTY within sixty (60) calendar days after the date of said invoice. Undisputed charges shall be paid by CITY to COUNTY within sixty (60) calendar days after the date of said invoice. COUNTY shall review all disputed charges and submit a written justification detailing the basis for those charges within sixty (60) calendar days of receipt of CITY'S written report. CITY shall then make payment of the previously disputed charges or submit justification for nonpayment within sixty (60) calendar days after the date of COUNTY'S written justification.

ENCLOSURE C
March 21, 2023

- g. COUNTY at any time may, at its sole discretion, designate an alternative payment mailing address and an alternative schedule for payment of CITY funds if applicable. CITY shall be notified of such changes by invoice prepared by COUNTY and delivered to CITY.
- h. During construction of PROJECT, COUNTY shall furnish an inspector or other representative to perform the functions of an inspector. CITY may also furnish, at no cost to COUNTY, an inspector or other representative to inspect construction of the PROJECT. CITY shall have no obligation to inspect the PROJECT and no liability shall be attributable as a result of CITY'S inspection or failure to inspect. Said inspectors shall cooperate and consult with each other, but the orders of COUNTY inspector to the contractor or any other person in charge of construction shall prevail and be final, and COUNTY inspector shall be responsible for the proper inspection of PROJECT as needed.
- i. This AGREEMENT may be amended or modified only by mutual written consent of COUNTY and CITY. Amendments and modifications of a nonmaterial nature may be made by the mutual written consent of the parties.
- j. Any correspondence, communication, or contact concerning this AGREEMENT shall be directed to the following:

CITY: Ms. Michelle Chapman
Senior Civil Engineer
City of Whittier
13230 Penn Street
Whittier, CA 90302

COUNTY: Mr. Mark Pestrella
Director of Public Works
Los Angeles County Public Works
P.O. Box 1460
Alhambra, CA 91802-1460

- k. COUNTY and CITY acknowledge and recognize that the improvements contemplated by this AGREEMENT provide significant regional and local benefits with respect to reducing traffic congestion. COUNTY and CITY further acknowledge and recognize that the cost of defending claims and lawsuit arising from the improvements contemplated by this AGREEMENT is paid for by public monies and both parties share an interest in reducing the amount of

public monies spent on defending claims and lawsuits where possible without prejudicing their respective defenses.

- l. In the event that a claim lawsuit is brought against COUNTY and CITY based on the allegation that the design, construction, maintenance, or operation of the improvements constructed under this AGREEMENT proximately caused injuries or damage, COUNTY and CITY agree to cooperate as much as possible with respect to defending the claim or lawsuit without causing prejudice to their respective defenses to the claim or lawsuit. Upon receipt of the claim or lawsuit, the COUNTY and CITY, through their respective agents if appropriate, shall promptly investigate the matter. COUNTY and CITY shall then meet and confer promptly regarding whether a joint defense is appropriate or if one party should tender its defense and indemnification to the other party.
- m. Neither COUNTY nor any officer or employee of COUNTY shall be responsible for any damage or liability occurring by reason of any act or omission on the part of CITY under or in connection with any work, authority, or jurisdiction delegated to, assumed by, or determined to be the responsibility of CITY under this AGREEMENT. It is also understood and agreed that, pursuant to Government Code, Section 895.4, CITY shall fully indemnify, defend, and hold COUNTY harmless from any liability imposed for injury (as defined by Government Code, Section 810.8) occurring by reason of any act or omission on the part of CITY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of CITY under this AGREEMENT. Where liability for injury (as defined by Government Code, Section 810.8) is sought to be imposed under Section 830, et seq., of the Government Code for a dangerous condition of property owned by or under the control of CITY, CITY shall fully defend, indemnify, and hold COUNTY harmless from any and all liability arising from such dangerous condition.
- n. Neither CITY nor any officer or employee of CITY shall be responsible for any damage or liability occurring by reason of any act or omission on the part of COUNTY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of COUNTY under this AGREEMENT. It is also understood and agreed that, pursuant to Government Code, Section 895.4, COUNTY shall fully indemnify, defend, and hold CITY harmless from any liability imposed for injury (as defined by Government Code, Section 810.8) occurring by reason of any act or omission on the part of COUNTY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of COUNTY under this AGREEMENT.

ENCLOSURE C
March 21, 2023

- o. It is understood and agreed that the provisions of Assumption of Liability Agreement No. 32044 between CITY and COUNTY, adopted by the Board of Supervisors on December 27, 1977, and currently in effect, are inapplicable to this AGREEMENT.

[illegible]

ENCLOSURE C
March 21, 2023

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by their respective officers, duly authorized, by the CITY OF WHITTIER on _____, 2022, and by the COUNTY OF LOS ANGELES on _____, 2022.

COUNTY OF LOS ANGELES

By _____
Director of Public Works

APPROVED AS TO FORM:

DAWYN R. HARRISON
Interim County Counsel

By _____
Deputy

CITY OF WHITTIER

By _____
City Manager

ATTEST:

By _____
City Clerk

APPROVED AS TO FORM:

By _____
City Attorney

PROJECT NAME: BEVERLY BOULEVARD TRAFFIC SIGNAL SYNCHRONIZATION PROGRAM
POMONA BOULEVARD TO PICKERING AVENUE

PROJECT ID NO.: TSM0010262

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					
11					
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. (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

CLUSTER AGENDA REVIEW DATE	3/1/2023		
BOARD MEETING DATE	3/21/2023		
SUPERVISORIAL DISTRICT AFFECTED	<input type="checkbox"/> All <input checked="" type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input checked="" type="checkbox"/> 4 th <input type="checkbox"/> 5 th		
DEPARTMENT(S)	Public Works		
SUBJECT	Construction Contract for Olympic Boulevard Traffic Signal Synchronization Program Indiana Street to Montebello Boulevard		
PROGRAM	Countywide Traffic Congestion Management Program		
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why: N/A		
DEADLINES/ TIME CONSTRAINTS	Grant expires February 28, 2025. Grant agency (Metro) requests construction contract be awarded no later than May 31, 2023.		
COST & FUNDING	Total cost: \$4,261,600	Funding source: Proposition C Discretionary Grant Funds; City Jurisdictional Funding, Highways-Through-Cities Funds; and Proposition C Local Return Funds	
	TERMS (if applicable): N/A		
	Explanation: N/A		
PURPOSE OF REQUEST	Request Board to adopt and advertise plans and specifications and allow Public Works to award a construction contract for the project.		
BACKGROUND (include internal/external issues that may exist including any related motions)	This project is part of the Countywide Traffic Signal Synchronization Program. Traffic signal improvements will be made on Olympic Boulevard from Indiana Street to Montebello Boulevard to improve traffic flow and safety.		
EQUITY INDEX OR LENS WAS UTILIZED	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how: N/A		
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please state which one(s) and explain how: Board Priority #7: Sustainability. This project will modify and synchronize traffic signals, which results in less vehicular stops and reduces fuel consumption and air emissions.		
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Steve Burger, Deputy Director, (626) 458-4018, cell (626) 476-9847, sburger@pw.lacounty.gov		



MARK PESTRELLA, Director

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

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

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

March 21, 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 RESOLUTION NO. 3994 FOR HIGHWAYS-THROUGH-CITIES FUNDING
ADOPT, ADVERTISE, AND AWARD
OLYMPIC BOULEVARD TRAFFIC SIGNAL SYNCHRONIZATION PROGRAM
INDIANA STREET TO MONTEBELLO BOULEVARD
PROJECT ID NO. TSM0010287
IN THE CITIES OF COMMERCE, LOS ANGELES, AND MONTEBELLO
AND IN THE UNINCORPORATED COMMUNITY OF EAST LOS ANGELES
(SUPERVISORIAL DISTRICTS 1 AND 4)
(4 VOTES)**

SUBJECT

Public Works is seeking Board approval to adopt Resolution No. 3994 providing Highways-Through-Cities Funds to the Cities of Commerce, Los Angeles, and Montebello; authorize the Director of Public Works or his designee to execute Funding Cooperative Agreements between the County of Los Angeles and the Cities of Commerce and Montebello to include city contributions to the project; and to procure a construction contract for Olympic Boulevard Traffic Signal Synchronization Program – Indiana Street to Montebello Boulevard in the Cities of Commerce, Los Angeles, Montebello, and in the unincorporated community of East Los Angeles.

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. Adopt Resolution No. 3994 finding that the modification and synchronization of traffic signals in the Cities of Commerce, Los Angeles, Montebello, and the unincorporated community of East Los Angeles is of general County interest and that County aid in the form of Highways-Through-Cities Funds toward the cost of traffic signal modification and synchronization shall be provided to the Cities of Commerce, Los Angeles, and Montebello in accordance with all applicable provisions of law relating to the funds derived from Proposition C local sales tax in the amount of \$1,546,300.
3. Approve and authorize the Director of Public Works or his designee to sign Funding Cooperative Agreements between the County of Los Angeles and the Cities of Commerce and Montebello to allow the cities to contribute their share of funding to the Olympic Boulevard Traffic Signal Synchronization Program - Indiana Street to Montebello Boulevard Project. The total project cost is currently estimated to be \$4,261,600 with the City of Commerce's share estimated to be \$865,400; the City of Los Angeles' estimated to be \$10,500; the City of Montebello's estimated to be \$979,200; and the County's estimated to be \$2,406,500. The Director of Public Works or his designee may execute amendments and modifications to the Funding Cooperative Agreements to incorporate necessary programmatic and administrative changes.
4. Approve the project and adopt the plans and specifications that are on file with Public Works Project Management Division III for the Olympic Boulevard Traffic Signal Synchronization Program - Indiana Street to Montebello Boulevard Project at an estimated construction contract cost between \$2,000,000 and \$3,000,000.
5. Instruct the Executive Officer of the Board of Supervisors to advertise for bids in accordance with the Instruction Sheet for Publishing Legal Advertisement and that are to be received before 11 a.m. on April 18, 2023, in accordance with the Notice Inviting Bids.
6. Find pursuant to State Public Contract Code Section 3400 (c) (2) that it is necessary to specify the designated items 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.

7. 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.
8. Delegate authority to the Director of Public Works or his designee to award and execute a construction contract for the Olympic Boulevard Traffic Signal Synchronization Program - Indiana Street to Montebello Boulevard Project with the responsible contractor with the lowest responsive bid within or less than the estimated cost range of \$2,000,000 and \$3,000,000 or that exceeds the estimated cost range by no more than 15 percent if additional and appropriate funds have been identified.
9. Delegate to the Director of Public Works or his designee the following authority in connection with this contract: (1) extend the date and time for the receipt of bids consistent with the requirements of State Public Contract Code Section 4104.5; (2) allow substitution of subcontractors and relief of bidders upon demonstration of the grounds set forth in State Public Contract Code Sections 4100 et seq. and 5100 et seq., respectively; (3) approve and execute change orders within the same monetary limits delegated to the Director of Public Works or his designee under Section 2.18.050 of the Los Angeles County Code; (4) accept the project upon its final completion; and (5) release retention money withheld consistent with the requirements of State Public Contract Code Sections 7107 and 9203.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommended actions will find that the project is exempt from the California Environmental Quality Act (CEQA); adopt a resolution that the project is of general County interest, and that aid in the form of Highways-Through-Cities Funds in the amount of \$1,546,300 shall be provided to the Cities of Commerce, Los Angeles, and Montebello; and authorize Public Works to execute Funding Cooperative Agreements between the County and the Cities of Commerce and Montebello, and allow Public Works to construct the Olympic Boulevard Traffic Signal Synchronization Program - Indiana Street to Montebello Boulevard Project in the Cities of Commerce, Los Angeles, and Montebello and in the unincorporated community of East Los Angeles (see Enclosure A).

The project includes upgrading traffic signal equipment, pedestrian enhancements, and various other intersection safety improvements along the corridor. The project will modify and synchronize traffic signals on Olympic Boulevard between Indiana Street and Montebello Boulevard.

The Highways-Through-Cities (HTC) Program is a County program that was initiated to assist cities in developing a fully coordinated arterial system throughout the County recognizing that many small cities do not have the funds to complete their portion of the County's Highway Plan. Under the HTC program, cities receive assistance for the construction of specific highway projects. The HTC Funds are allocated on a case-by-case basis at the discretion of the Supervisor in whose district the project is located.

Board adoption of Resolution No. 3994 approves County contribution of HTC Funds in the amount of \$1,546,300 to finance a portion of the Cities of Commerce, Los Angeles, and Montebello's jurisdictional shares of the project cost (see Enclosure B).

Sections 1680-1684 of the California Streets and Highways Code provide that the Board of Supervisors of any County may, by a Resolution adopted by a four-fifths vote of its members, determine that certain types of road improvements are of general County interest and that County aid shall be extended therefor.

The Funding Cooperative Agreements, similar to those included in Enclosures C and D, will be approved by County Counsel before execution and will enable the County and the Cities of Commerce and Montebello to enter into agreements for the traffic signal improvements along Olympic Boulevard from Indiana Street to Montebello Boulevard. It provides for the County to perform the preliminary engineering and administer construction of the project with the cities and the County to finance their respective jurisdictional shares of the project cost. The cities' and County's actual costs will be based upon a final accounting after completion of the project.

It is anticipated the work will start in October 2023 and be completed in August 2024.

Implementation of Strategic Plan Goals

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

FISCAL IMPACT/FINANCING

There will be no impact to the County General Fund.

The estimated construction contract cost to complete this project is in the range of \$2,000,000 to \$3,000,000 with a maximum construction contract cost to be 15 percent above this range. The total project cost is estimated to be \$4,261,600. In addition to the construction contract cost, the total project cost includes the preparation of plans and specifications, consultant services, survey, right-of-way and utility clearances, inspection, contract administration, change order contingency, and other County services.

The project is located in the Cities of Commerce, Los Angeles, and Montebello and the unincorporated community of East Los Angeles. County City Funding Cooperative Agreements will provide for the County to perform the preliminary engineering and administer the construction of the project with the Cities of Commerce and Montebello to finance their jurisdictional shares of the project cost estimated to be \$147,400 and \$161,400, respectively.

The project is financed with \$2,621,100 in grant funds received from the Los Angeles County Metropolitan Transportation Authority 2007 Call for Projects; Proposition C Discretionary Grant Funds for the San Gabriel Valley Forum Traffic Signal Corridors Project; \$420,000 in 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); and \$911,700 in County Proposition C Local Return Funds.

The \$1,546,300 in HTC Funds consist of Proposition C Discretionary Grant Funds and Proposition C Local Return Funds.

The Cities of Commerce, Los Angeles, and Montebello's jurisdictional shares of the County HTC contribution from Proposition C Discretionary Grant Funds are \$614,700, \$4,500, and \$690,900, respectively. The Board has established a \$2,500,000 top-of-pot annual allocation from the Proposition C Local Return Fund Budget from the Countywide Traffic Congestion Management Program. The \$911,700 in County Proposition C Local Return Funds will be funded from this top-of-pot allocation of which \$103,300, \$6,000, and \$126,900 will be used for the Cities of Commerce, Los Angeles, and Montebello's respective shares in HTC Funds, and \$675,500 for the County's share of Proposition C Local Return Funds.

Funding for this project is included in the Proposition C Local Return Fund (CN9 - Capital Assets-Infrastructure and Services and Supplies) and the Road Fund (B03 – Capital Assets-Infrastructure and Services and Supplies) Fiscal Year 2022-23 Budgets.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

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

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 E.

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

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

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

ENVIRONMENTAL DOCUMENTATION

The proposed traffic signal synchronization project is exempt from CEQA. The project; to install, modify and synchronize traffic control systems/signals, and construct roadway improvements within existing road right-of-way; 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 Sections 15301 (c), 15302 (c), and 15303 (e) of the State CEQA Guidelines; Class 1 (x) Subsections 4, 7, 14, 22; Class 2 (e); and Class 3 (h) 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, is not in a sensitive environment, 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 recommended actions, Public Works will file a Notice of Exemption with the Registrar-Recorder/County Clerk in accordance with Section 21152 of the California Public Resources Code and will post the Notice to its website in accordance with Section 21092.2.

CONTRACTING PROCESS

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

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

<https://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)

There will be no impact on current County services or projects during the performance of the recommended services.

The Honorable Board of Supervisors
March 21, 2023
Page 8

CONCLUSION

Please return an adopted copy of this letter and one signed copy of the Resolution to Public Works, Project Management Division III.

Respectfully submitted,

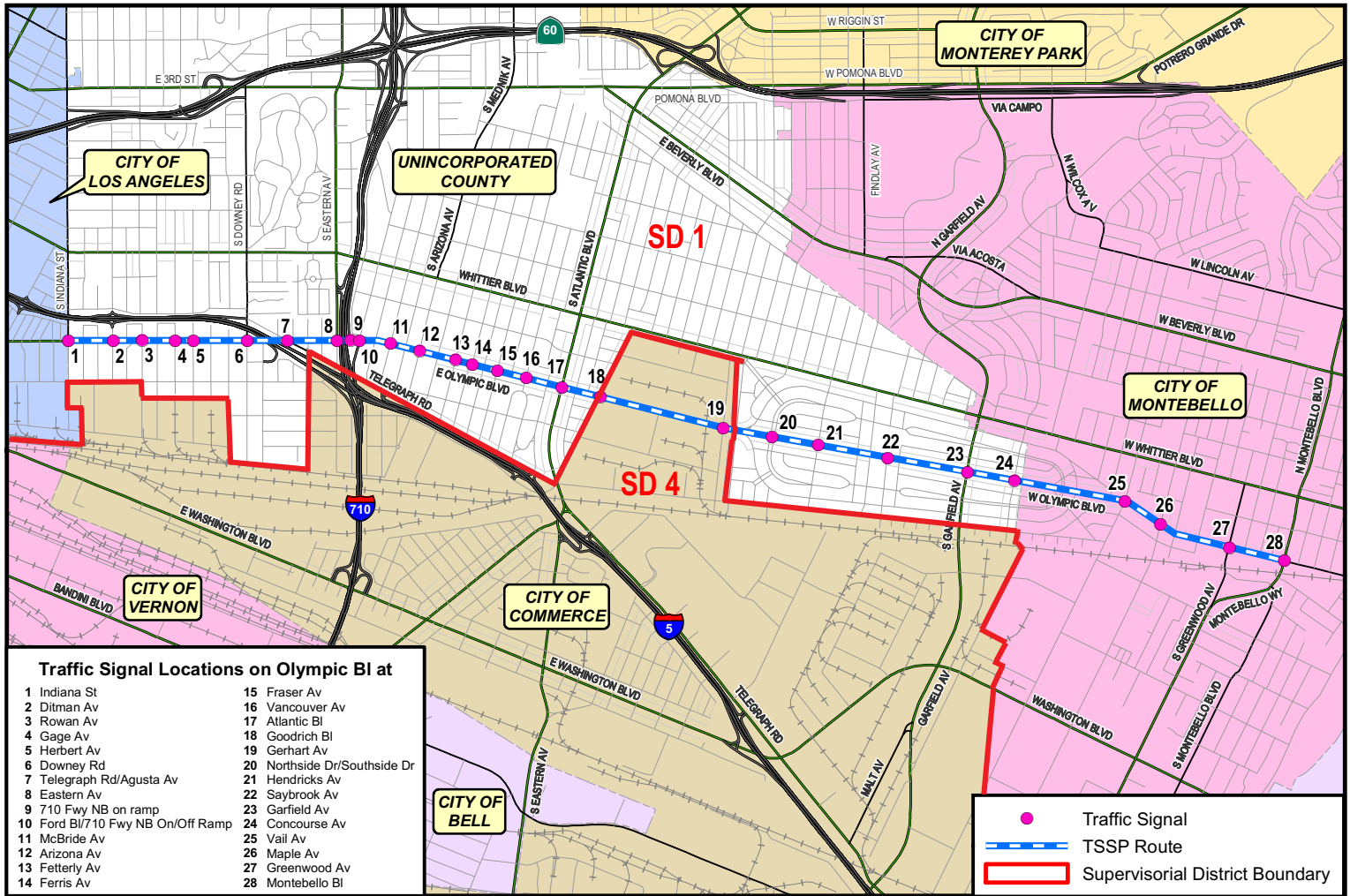
MARK PESTRELLA, PE
Director of Public Works

MP:RLG:ja

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

**OLYMPIC BOULEVARD TRAFFIC SIGNAL SYNCHRONIZATION PROGRAM
INDIANA STREET TO MONTEBELLO BOULEVARD
PROJECT ID NO. TSM0010287**

**ENCLOSURE A
March 21, 2023**



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

**RESOLUTION NO. 3994 OF THE BOARD OF SUPERVISORS OF
THE COUNTY OF LOS ANGELES, CALIFORNIA, TO EXTEND COUNTY AID TO
THE CITIES OF COMMERCE, LOS ANGELES, AND MONTEBELLO
FOR THE PURPOSE OF TRAFFIC SIGNAL SYNCHRONIZATION**

WHEREAS, the CITIES OF COMMERCE, LOS ANGELES, AND MONTEBELLO, hereinafter referred to as CITIES and the COUNTY OF LOS ANGELES, hereinafter referred to as COUNTY, desire to modify and synchronize the traffic signals along Olympic Boulevard from Indiana Street to Montebello Boulevard, which work is hereinafter referred to as TSSP; and

WHEREAS, portions of TSSP are located and will be utilized within the jurisdictional limits of CITIES and COUNTY; and

WHEREAS, TSSP is of general interest to CITIES and COUNTY; and

WHEREAS, CITIES shares of the total cost of TSSP is currently estimated to be One Million Eight Hundred Fifty-Five Thousand One Hundred and 00/100 Dollars (\$1,855,100); and

WHEREAS, the CITIES shares of the TSSP cost will be financed with One Million Three Hundred Ten Thousand One Hundred 00/100 Dollars (\$1,310,100.00) in Los Angeles County Metropolitan Transportation Authority (METRO) 2007 Call for Projects grant funds administered by the COUNTY for the San Gabriel Valley Forum Traffic Signal Corridors Project and Two Hundred Thirty-Six Thousand Two Hundred and 00/100 Dollars (\$236,200.00) in local matching funds and Three Hundred Eight Thousand Eight Hundred and 00/100 Dollars (\$308,800.00) in City funds; and

WHEREAS, on an annual basis, a Two Million Five Hundred Thousand Dollars (\$2,500,000) Top-of-Pot (TOP) allocation from the Proposition C Local Return Fund Budget has been established for COUNTY'S Traffic Congestion Management Program; and

WHEREAS, the local share of the cost of TSSP will be funded from this TOP allocation; and

WHEREAS, TSSP is consistent with the scope of work for traffic improvements within CITIES pursuant to Memorandum of Understanding (MOU) Number P00F1321 between COUNTY and METRO; and

WHEREAS, such a proposal is authorized and provided for by the provisions of Sections 1680-1684 of the California Streets and Highways Code.

The foregoing Resolution was adopted on the ____ day of _____, 2023, 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.

FESIA A. DAVENPORT
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 
Deputy

A G R E E M E N T

THIS AGREEMENT, made and entered into by and between the CITY OF MONTEBELLO, a municipal corporation in the County of Los Angeles, hereinafter referred to as CITY, and the COUNTY OF LOS ANGELES, a political subdivision of the State of California (hereinafter referred to as COUNTY):

W I T N E S S E I H

WHEREAS, to assist in the traffic flow, CITY, the City of Commerce, the City of Los Angeles, the State of California, and COUNTY desire to modify and synchronize the traffic signals along Olympic Boulevard between Indiana Street and Montebello Boulevard, a portion of which is within CITY, and which work is hereinafter referred to as PROJECT; and

WHEREAS, the proposed improvements are jurisdictionally shared between CITY, the City of Commerce, the City of Los Angeles, the State of California, and COUNTY, and a separate agreement between the City of Commerce and COUNTY is being executed covering the portions of PROJECT within the City of Commerce's jurisdiction; and

WHEREAS, PROJECT is within the shared geographical boundaries of CITY, the City of Commerce, the City of Los Angeles, and COUNTY; and

WHEREAS, PROJECT is of general interest to CITY, the City of Commerce, the City of Los Angeles, the State of California, and COUNTY.

WHEREAS, CITY and COUNTY previously executed an Agreement on June 24, 2008, to memorialize their understanding regarding their relative rights, obligations, and duties with respect to the County's Traffic Signal Synchronization Program (hereinafter referred to as TSSP Agreement); and

WHEREAS, PROJECT is included in the TSSP Agreement; and

WHEREAS, for the purpose of providing funding for PROJECT, COUNTY, as lead agency, on December 1, 2017, entered into an amended Memorandum of Understanding No. P00F1321 (MOU) with the Los Angeles County Metropolitan Transportation Authority (Metro); and

WHEREAS, COUNTY is willing to utilize and share with CITY the funding provided for in COUNTRY/Metro MOU P00F1321 to finance a portion of COST OF PROJECT; and

WHEREAS, COST OF PROJECT includes the COST OF PRELIMINARY ENGINEERING, COST OF CONSTRUCTION CONTRACT, and COST OF CONSTRUCTION ADMINISTRATION; and

WHEREAS, the total COST OF PROJECT is currently estimated to be Four Million Two Hundred Sixty One Thousand Six Hundred and 00/100 Dollars (\$4,261,600.00); and

WHEREAS, under the MOU, Metro will provide to COUNTY a grant (GRANT) of up to a maximum of Two Million Six Hundred Twenty-One Thousand One Hundred and 00/100 Dollars (\$2,621,100.00) for PROJECT; and

WHEREAS, allocation of the Metro grant is currently estimated to be, Six Hundred Ninety Thousand Nine Hundred and 00/100 Dollars (\$690,900.00) towards CITY's jurisdictional share, One Million Three Hundred Eleven Thousand and 00/100 Dollars (\$1,311,000.00) towards COUNTY's jurisdictional share, Six Hundred Fourteen Thousand Seven Hundred and 00/100 Dollars (\$614,700.00) towards the City of Commerce's jurisdictional share, and Four Thousand Five Hundred and 00/100 Dollars (\$4,500.00) towards City of Los Angeles' jurisdictional share; and

WHEREAS, CITY is willing to finance its jurisdictional share of COST OF PROJECT currently estimated to be Nine Hundred Seventy Nine Thousand Two Hundred and 00/100 Dollars (\$979,200.00) by claiming its share of COUNTY/Metro grant funds, currently estimated to be Six Hundred Ninety Thousand Nine Hundred and 00/100 Dollars (\$690,900.00) and contributing other CITY funds to be a maximum of One Hundred Sixty One Thousand Four Hundred and 00/100 Dollars (\$161,400.00) to finance a portion of the COST OF PROJECT; and

WHEREAS, COUNTY agrees to contribute One Hundred Twenty-Six Thousand nine Hundred and 00/100 Dollars (\$126,900.00) to finance a portion of CITY's COST OF PROJECT; and

WHEREAS, CITY agrees to contribute funds up to a maximum of One Hundred Sixty-One Thousand Four Hundred and 00/100 Dollars (\$161,400.00) to finance a portion of the COST OF PROJECT; and

WHEREAS, CITY'S estimated share is the sum of the costs of actual quantities of construction contract items utilized within CITY jurisdiction plus thirty (30) percent of that for PRELIMINARY ENGINEERING cost, twenty (20) percent of that for CONSTRUCTION ADMINISTRATION cost, twenty (20) percent of that for contingencies, and four (4) percent of combined costs of PRELIMINARY ENGINEERING and CONSTRUCTION ADMINISTRATION towards contract city liability trust fund altogether estimated to be One Hundred Sixty-One Thousand Four Hundred and 00/100 Dollars (\$161,400.00); and

WHEREAS, BASIC TRAFFIC SIGNAL TIMING involves the timing parameters for the general operation of a traffic signal, which typically include, but is not limited to, defining the phases, attributes and timing values for each permitted phase, pedestrian movement, and assigning detection; and

WHEREAS, COORDINATION TRAFFIC SIGNAL TIMING involves the timing parameters that allow multiple traffic signals to be synchronized with each other, which typically include defining coordination cycle lengths, offsets and time of day operations for each traffic signal coordination plan; and

WHEREAS, COUNTY agrees to be responsible to perform or cause to be performed the PRELIMINARY ENGINEERING, solicitation of construction bids and award of CONSTRUCTION CONTRACT, and CONSTRUCTION ADMINISTRATION for PROJECT; and

WHEREAS, COUNTY agrees to be responsible to perform or cause to be performed the equipment and system testing and develop and implement the BASIC TRAFFIC SIGNAL TIMING and COORDINATION TRAFFIC SIGNAL TIMING for PROJECT; and

WHEREAS, such a proposal is authorized and provided for by the provisions of Sections 6500 and 23004, et seq., of the Government Code and Sections 1685 and 1803 of the California Streets and Highways Code.

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

(1) DEFINITIONS:

- a. The term JURISDICTION, as referred to in this AGREEMENT, shall be defined as the area within the jurisdictional boundary of each governmental entity party to this AGREEMENT.
- b. PRELIMINARY ENGINEERING, as referred to in this AGREEMENT, shall consist of environmental findings and approvals/permits; design survey; soils report; traffic index and geotechnical investigation; preparation of plans, specifications, and cost estimates; right-of-way engineering; utility engineering; and all other necessary work prior to advertising of PROJECT for construction bids.
- c. COST OF CONSTRUCTION CONTRACT, as referred to in this AGREEMENT, shall consist of the actual payments to the construction contractor(s) for PROJECT and the total of all payments to utility companies or contractor(s) for the relocation of facilities necessary for the construction of PROJECT, and the cost of any additional unforeseen work that is necessary for the construction of PROJECT.
- d. CONSTRUCTION ADMINISTRATION as referred to in this AGREEMENT shall consist of construction contract administration, construction inspection, materials testing, construction survey, traffic detour, signing and striping,

construction engineering, utility relocation and coordination matters, changes and modifications of plans and specifications for PROJECT necessitated by unforeseen or unforeseeable field conditions encountered during construction of PROJECT, construction contingencies, and all other necessary work after advertising of PROJECT for construction bids to cause PROJECT to be constructed in accordance with said plans and specifications approved by CITY and COUNTY.

- e. COST OF PROJECT, as referred to in this AGREEMENT, shall consist of the COST OF CONSTRUCTION CONTRACT and costs of PRELIMINARY ENGINEERING, CONSTRUCTION ADMINISTRATION, BASIC TRAFFIC SIGNAL TIMING, and COORDINATION TRAFFIC SIGNAL TIMING for traffic signals within PROJECT limits, right-of-way acquisition and clearance matters, and all other work and materials necessary to construct PROJECT in accordance with the approved plans and shall include currently effective percentages added to total salaries, wages, and equipment costs to cover overhead, administration, and depreciation in connection with any or all of the aforementioned items.
- f. Completion of PROJECT as referred to in this AGREEMENT shall be defined as the date of field acceptance of construction of PROJECT by COUNTY and an electronic notification to CITY'S City Manager that the improvements within CITY'S JURISDICTION are completed and transferred to CITY for purpose of operation and maintenance.

(2) CITY AGREES:

- a. To finance CITY'S share of COST OF PROJECT, the actual amount of which is to be determined by a final accounting, pursuant to paragraph (4) d., below.
- b. To deposit with COUNTY, following execution of this AGREEMENT and upon demand by COUNTY, CITY funds in the amount of One Hundred Sixty-One Thousand Four Hundred and 00/100 Dollars (\$161,400.00) hereinafter referred as CITY'S PAYMENT. Said demand will consist of a billing invoice prepared by COUNTY and delivered to CITY.
- c. To obtain and grant to COUNTY any necessary temporary right of way within CITY for the construction of PROJECT at no cost to COUNTY.
- d. To issue to COUNTY a no-fee permit(s) authorizing COUNTY to construct those portions of PROJECT with CITY highway right of way on condition that the COUNTY'S contractor meets the insurance requirements as required and approved by the CITY's Risk Manager.

- e. To cooperate with COUNTY in conducting negotiations with and, where appropriate, issue notices to public utilities and owners of substructure and overhead facilities regarding the relocation, removal, operation, and maintenance of all surface and underground utilities and facilities, structures, and transportation services, which interfere with the proposed construction. Where utilities have been installed in CITY streets or on CITY property, CITY will provide the necessary right of way for the relocation of those utilities and facilities that interfere with the construction of PROJECT. CITY will take all necessary steps to grant, transfer, or assign all prior rights over utility companies and owners of substructure and overhead facilities when necessary to construct, complete, and maintain PROJECT.
- f. To authorize COUNTY to represent CITY pursuant to this AGREEMENT, in negotiations pertaining to the advertisement of PROJECT for construction bids, award, and administration of the construction contract and in all things necessary and proper to complete PROJECT.
- g. Upon completion of PROJECT: (1) to accept full and complete ownership of, and responsibility for, the PROJECT; and (2) to maintain in good condition and at CITY expense all improvements constructed as part of PROJECT within CITY'S JURISDICTION, including the BASIC TRAFFIC SIGNAL TIMING and the COORDINATION TRAFFIC SIGNAL TIMING to support synchronization of traffic signals on Olympic Boulevard.

(3) COUNTY AGREES:

- a. To perform or cause to be performed the preliminary engineering, contract administration, construction inspection and engineering, utility engineering and relocation, traffic detour, BASIC TRAFFIC SIGNAL TIMING, TRAFFIC SIGNAL COORDINATION TIMING, and final signing and striping for PROJECT.
- b. To act as lead agency, prepare the necessary environmental documents, and make the required environmental findings for PROJECT pursuant to the California Environmental Quality Act.
- c. To contribute COUNTY'S share of COST OF PROJECT, currently estimated to be One Hundred Twenty-Six Thousand Nine Hundred and 00/100 Dollars (\$126,900.00).
- d. To submit an invoice to CITY in the amount of One Hundred Sixty One Thousand Four Hundred and 00/100 Dollars (\$161,400.00) upon adoption of this AGREEMENT by COUNTY.
- e. To obtain CITY'S approval of plans for PROJECT prior to advertising for construction bids.

- f. To advertise PROJECT for construction bids, to award and to administer the construction contract, and to act on behalf of CITY in all negotiations pertaining thereto.
 - g. To administer the design and construction of PROJECT in accordance with all regulations and requirements of Metro relating to the expenditure of Proposition C Local Return funds and Proposition C Twenty-five Percent (25%) Discretionary funds and Memorandum of Understanding No. P00F1321 between COUNTY and Metro. COUNTY'S records for PROJECT shall be open to inspection and subject to audit and reproduction by COUNTY and Metro, or any of their duly authorized representatives, and shall be retained by COUNTY for a period of not less than seven (7) years after final payment to contractor(s) for PROJECT.
 - h. To ensure that CITY and all officers and employees of CITY are named as additional insured parties under the construction contractor's(s') Contractor's General Liability and automobile insurance policies.
 - i. To furnish to CITY, within one hundred eighty (180) calendar days after final Board acceptance of PROJECT, a final accounting of the actual CITY'S share of COST OF PROJECT including an itemization of actual unit costs and actual contract quantities, as specified in paragraph (3) a., above.
 - j. To perform or cause to be performed the equipment and system testing and to develop and implement the BASIC TRAFFIC SIGNAL TIMING and COORDINATION TRAFFIC SIGNAL TIMING for the PROJECT.
 - k. To return any unexpended CITY funds if COUNTY fails to complete all or a portion of PROJECT within CITY'S JURISDICTION.
- (4) IT IS MUTUALLY UNDERSTOOD AND AGREED AS FOLLOWS:
- a. Nothing in this AGREEMENT is intended to alter TSSP Agreement.
 - b. The financial obligations of COUNTY pursuant to this AGREEMENT are conditional upon COUNTY obtaining reimbursement from Metro pursuant to Memorandum of Understanding No. P00F1321 between COUNTY and Metro. If COUNTY and/or Metro fails to provide its financial contribution, then COUNTY shall refund CITY'S payment within ninety (90) calendar days after notice from Metro to COUNTY that Metro funds are not available.
 - c. The final accounting of the actual total COST OF PROJECT shall allocate said total cost between CITY and COUNTY based on the previously agreed upon improvements and/or work completed. Thus, the cost of all work or improvements (including all engineering, administration, and all other costs

- incidental to PROJECT work), previously agreed upon as CITY'S share of the COST OF PROJECT, shall be borne by CITY. The cost of all work or improvements (including all engineering, administration, and all other costs incidental to PROJECT work), previously agreed upon as COUNTY'S share of the COST OF PROJECT, shall be borne by COUNTY.
- d. That if at final accounting CITY'S share of COST OF PROJECT exceeds CITY'S PAYMENT, as set forth in paragraph (2) a., above, CITY shall pay to COUNTY the additional amount upon demand. Said demand shall consist of a billing invoice prepared by COUNTY. Conversely, if the CITY'S share is less than CITY'S PAYMENT, COUNTY shall refund the difference to CITY without further action by CITY.
 - e. That if CITY'S PAYMENT, as set forth in paragraph (2) a., above is not delivered to COUNTY office, which is described on the billing invoice prepared by COUNTY within sixty (60) calendar days after the date of said invoice, notwithstanding the provisions of Government Code Section 907, COUNTY may satisfy such indebtedness, including interest thereon, from any funds of CITY on deposit with COUNTY after giving notice to CITY of COUNTY'S intention to do so.
 - f. CITY shall review the final accounting invoice prepared by COUNTY and report in writing any discrepancies to COUNTY within sixty (60) calendar days after the date of said invoice. Undisputed charges shall be paid by CITY to COUNTY within sixty (60) calendar days after the date of said invoice. COUNTY shall review all disputed charges and submit a written justification detailing the basis for those charges within sixty (60) calendar days of receipt of CITY'S written report. CITY shall then make payment of the previously disputed charges or submit justification for nonpayment within sixty (60) calendar days after the date of COUNTY'S written justification.
 - g. COUNTY at any time may, at its sole discretion, designate an alternative payment mailing address and an alternative schedule for payment of CITY funds if applicable. CITY shall be notified of such changes by invoice prepared by COUNTY and delivered to CITY.
 - h. During construction of PROJECT, COUNTY shall furnish an inspector or other representative to perform the functions of an inspector. CITY may also furnish, at no cost to COUNTY, an inspector or other representative to inspect construction of the PROJECT. CITY shall have no obligation to inspect the PROJECT and no liability shall be attributable as a result of CITY'S inspection or failure to inspect. Said inspectors shall cooperate and consult with each other, but the orders of COUNTY inspector to the contractor or any other person in charge of construction shall prevail and be final, and COUNTY inspector shall be responsible for the proper inspection of PROJECT as needed.

- i. This AGREEMENT may be amended or modified only by mutual written consent of COUNTY and CITY. Amendments and modifications of a nonmaterial nature may be made by the mutual written consent of the parties.
- j. Any correspondence, communication, or contact concerning this AGREEMENT shall be directed to the following:

CITY: Mr. James Enriquez
Director of Public Works
City of Montebello
1600 W Beverly Boulevard
Montebello, CA 90640

COUNTY: Mr. Mark Pestrella
Director of Public Works
Los Angeles County Public Works
P.O. Box 1460
Alhambra, CA 91802-1460

- k. COUNTY and CITY acknowledge and recognize that the improvements contemplated by this AGREEMENT provide significant regional and local benefits with respect to reducing traffic congestion. COUNTY and CITY further acknowledge and recognize that the cost of defending claims and lawsuit arising from the improvements contemplated by this AGREEMENT is paid for by public monies and both parties share an interest in reducing the amount of public monies spent on defending claims and lawsuits where possible without prejudicing their respective defenses.
- l. In the event that a claim lawsuit is brought against COUNTY and CITY based on the allegation that the design, construction, maintenance, or operation of the improvements constructed under this AGREEMENT proximately caused injuries or damage, COUNTY and CITY agree to cooperate as much as possible with respect to defending the claim or lawsuit without causing prejudice to their respective defenses to the claim or lawsuit. Upon receipt of the claim or lawsuit, the COUNTY and CITY, through their respective agents if appropriate, shall promptly investigate the matter. COUNTY and CITY shall then meet and confer promptly regarding whether a joint defense is appropriate or if one party should tender its defense and indemnification to the other party.
- m. Neither COUNTY nor any officer or employee of COUNTY shall be responsible for any damage or liability occurring by reason of any act or omission on the part of CITY under or in connection with any work, authority, or jurisdiction delegated to, assumed by, or determined to be the responsibility of CITY under this AGREEMENT. It is also understood and agreed that, pursuant to Government Code, Section 895.4, CITY shall fully indemnify, defend, and hold COUNTY harmless from any liability imposed for injury (as defined by

Government Code, Section 810.8) occurring by reason of any act or omission on the part of CITY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of CITY under this AGREEMENT. Where liability for injury (as defined by Government Code, Section 810.8) is sought to be imposed under Section 830, et seq., of the Government Code for a dangerous condition of property owned by or under the control of CITY, CITY shall fully defend, indemnify, and hold COUNTY harmless from any and all liability arising from such dangerous condition.

- n. Neither CITY nor any officer or employee of CITY shall be responsible for any damage or liability occurring by reason of any act or omission on the part of COUNTY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of COUNTY under this AGREEMENT. It is also understood and agreed that, pursuant to Government Code, Section 895.4, COUNTY shall fully indemnify, defend, and hold CITY harmless from any liability imposed for injury (as defined by Government Code, Section 810.8) occurring by reason of any act or omission on the part of COUNTY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of COUNTY under this AGREEMENT.
- o. It is understood and agreed that the provisions of Assumption of Liability Agreement No. 32070 between CITY and COUNTY, adopted by the Board of Supervisors on December 27, 1977, and currently in effect, are inapplicable to this AGREEMENT.

[illegible]

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by their respective officers, duly authorized, by the CITY OF MONTEBELLO on _____, 2023, and by the COUNTY OF LOS ANGELES on _____, 2023.

COUNTY OF LOS ANGELES

By _____
Director of Public Works

APPROVED AS TO FORM:

DAWYN R. HARRISON
Interim County Counsel

By _____
Deputy

CITY OF MONTEBELLO

By _____
City Manager

ATTEST:

By _____
City Clerk

APPROVED AS TO FORM:

By _____
City Attorney

A G R E E M E N T

THIS AGREEMENT, made and entered into by and between the CITY OF COMMERCE, a municipal corporation in the County of Los Angeles, hereinafter referred to as CITY, and the COUNTY OF LOS ANGELES, a political subdivision of the State of California (hereinafter referred to as COUNTY):

W I T N E S S E T H

WHEREAS, to assist in the traffic flow, CITY, the City of Montebello, the City of Los Angeles, the State of California, and COUNTY desire to modify and synchronize the traffic signals along Olympic Boulevard between Indiana Street and Montebello Boulevard, a portion of which is within CITY, and which work is hereinafter referred to as PROJECT; and

WHEREAS, the proposed improvements are jurisdictionally shared between CITY, the City of Montebello, the City of Los Angeles, the State of California, and COUNTY, and a separate agreements between the City of Montebello and COUNTY is being executed covering the portions of PROJECT within the City of Montebello's jurisdiction; and

WHEREAS, PROJECT is within the shared geographical boundaries of CITY, the City of Montebello, the City of Los Angeles, and COUNTY; and

WHEREAS, PROJECT is of general interest to CITY, the City of Montebello, the City of Los Angeles, the State of California, and COUNTY.

and WHEREAS, CITY and COUNTY previously executed an Agreement on June 24, 2008, to memorialize their understanding regarding their relative rights, obligations, and duties with respect to the County's Traffic Signal Synchronization Program (hereinafter referred to as TSSP Agreement); and

WHEREAS, PROJECT is included in the TSSP Agreement; and

WHEREAS, for the purpose of providing funding for PROJECT, COUNTY, as lead agency, on December 1, 2017, entered into an amended Memorandum of Understanding No. P00F1321 (MOU) with the Los Angeles County Metropolitan Transportation Authority (Metro); and

WHEREAS, COUNTY is willing to utilize and share with CITY the funding provided for in COUNTY/Metro MOU P00F1321 to finance a portion of COST OF PROJECT; and

WHEREAS, COST OF PROJECT includes the COST OF PRELIMINARY ENGINEERING, COST OF CONSTRUCTION CONTRACT, and COST OF CONSTRUCTION ADMINISTRATION; and

WHEREAS, the total COST OF PROJECT is currently estimated to be Four Million Two Hundred Sixty One Thousand Six Hundred and 00/100 Dollars (\$4,261,600.00); and

WHEREAS, under the MOU, Metro will provide to COUNTY a grant (GRANT) of up to a maximum of Two Million Six Hundred Twenty-One Thousand One Hundred and 00/100 Dollars (\$2,621,100.00) for PROJECT; and

WHEREAS, allocation of the Metro grant is currently estimated to be, Six Hundred Fourteen Thousand Seven Hundred and 00/100 Dollars (\$614,700.00) towards CITY's jurisdictional share, One Million Three Hundred Eleven Thousand and 00/100 Dollars (\$1,311,000.00) towards COUNTY's jurisdictional share, Six Hundred Ninety Thousand Nine Hundred and 00/100 Dollars (\$690,900.00) towards the City of Montebello's jurisdictional share, and Four Thousand Five Hundred and 00/100 Dollars (\$4,500.00) towards City of Los Angeles' jurisdictional share; and

WHEREAS, CITY is willing to finance its jurisdictional share of COST OF PROJECT currently estimated to be Eight Hundred Sixty Five Thousand Four Hundred and 00/100 Dollars (\$865,400.00) by claiming its share of COUNTY/Metro grant funds, currently estimated to be Six Hundred Fourteen Thousand Seven Hundred and 00/100 Dollars (\$614,700.00) and contributing other CITY funds to a maximum of One Hundred Forty Seven Thousand Four Hundred and 00/100 Dollars (\$147,400.00) to finance a portion of the COST OF PROJECT; and

WHEREAS, COUNTY agrees to contribute One Hundred Three Thousand Three Hundred and 00/100 Dollars (\$103,300.00) to finance a portion of CITY's COST OF PROJECT; and

WHEREAS, CITY agrees to contribute funds up to a maximum One Hundred Forty Seven Thousand Four Hundred and 00/100 Dollars (\$147,400.00) to finance a portion of the COST OF PROJECT; and

WHEREAS, CITY'S estimated share is the sum of the costs of actual quantities of construction contract items utilized within CITY jurisdiction plus thirty (30) percent of that for PRELIMINARY ENGINEERING cost, twenty (20) percent of that for CONSTRUCTION ADMINISTRATION cost, twenty (20) percent of that for contingencies, and four (4) percent of combined costs of PRELIMINARY ENGINEERING and CONSTRUCTION ADMINISTRATION towards contract city liability trust fund altogether estimated to be One Hundred Forty Seven Thousand Four Hundred and 00/100 Dollars (\$147,400.00); and

WHEREAS, BASIC TRAFFIC SIGNAL TIMING involves the timing parameters for the general operation of a traffic signal, which typically include, but is not limited to, defining the phases, attributes and timing values for each permitted phase, pedestrian movement, and assigning detection; and

WHEREAS, COORDINATION TRAFFIC SIGNAL TIMING involves the timing parameters that allow multiple traffic signals to be synchronized with each other, which typically include defining coordination cycle lengths, offsets and time of day operations for each traffic signal coordination plan; and

WHEREAS, COUNTY agrees to be responsible to perform or cause to be performed the PRELIMINARY ENGINEERING, solicitation of construction bids and award of CONSTRUCTION CONTRACT, and CONSTRUCTION ADMINISTRATION for PROJECT; and

WHEREAS, COUNTY agrees to be responsible to perform or cause to be performed the equipment and system testing and develop and implement the BASIC TRAFFIC SIGNAL TIMING and COORDINATION TRAFFIC SIGNAL TIMING for PROJECT; and

WHEREAS, such a proposal is authorized and provided for by the provisions of Sections 6500 and 23004, et seq., of the Government Code and Sections 1685 and 1803 of the California Streets and Highways Code.

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

(1) DEFINITIONS:

- a. The term JURISDICTION, as referred to in this AGREEMENT, shall be defined as the area within the jurisdictional boundary of each governmental entity party to this AGREEMENT.
- b. PRELIMINARY ENGINEERING, as referred to in this AGREEMENT, shall consist of environmental findings and approvals/permits; design survey; soils report; traffic index and geotechnical investigation; preparation of plans, specifications, and cost estimates; right-of-way engineering; utility engineering; and all other necessary work prior to advertising of PROJECT for construction bids.
- c. COST OF CONSTRUCTION CONTRACT, as referred to in this AGREEMENT, shall consist of the actual payments to the construction contractor(s) for PROJECT and the total of all payments to utility companies or contractor(s) for the relocation of facilities necessary for the construction of PROJECT, and the cost of any additional unforeseen work that is necessary for the construction of PROJECT.
- d. CONSTRUCTION ADMINISTRATION as referred to in this AGREEMENT shall consist of construction contract administration, construction inspection, materials testing, construction survey, traffic detour, signing and striping, construction engineering, utility relocation and coordination matters, changes

- and modifications of plans and specifications for PROJECT necessitated by unforeseen or unforeseeable field conditions encountered during construction of PROJECT, construction contingencies, and all other necessary work after advertising of PROJECT for construction bids to cause PROJECT to be constructed in accordance with said plans and specifications approved by CITY and COUNTY.
- e. COST OF PROJECT, as referred to in this AGREEMENT, shall consist of the COST OF CONSTRUCTION CONTRACT and costs of PRELIMINARY ENGINEERING, CONSTRUCTION ADMINISTRATION, BASIC TRAFFIC SIGNAL TIMING, and COORDINATION TRAFFIC SIGNAL TIMING for traffic signals within PROJECT limits, right-of-way acquisition and clearance matters, and all other work and materials necessary to construct PROJECT in accordance with the approved plans and shall include currently effective percentages added to total salaries, wages, and equipment costs to cover overhead, administration, and depreciation in connection with any or all of the aforementioned items.
 - f. Completion of PROJECT as referred to in this AGREEMENT shall be defined as the date of field acceptance of construction of PROJECT by COUNTY and an electronic notification to CITY'S City Manager that the improvements within CITY'S JURISDICTION are completed and transferred to CITY for purpose of operation and maintenance.
- (2) CITY AGREES:
- a. To finance CITY'S share of COST OF PROJECT, the actual amount of which is to be determined by a final accounting, pursuant to paragraph (4) d., below.
 - b. To deposit with COUNTY, following execution of this AGREEMENT and upon demand by COUNTY, CITY funds in the amount of One Hundred Forty-Seven Thousand Four Hundred and 00/100 Dollars (\$147,400.00) hereinafter referred as CITY'S PAYMENT. Said demand will consist of a billing invoice prepared by COUNTY and delivered to CITY.
 - c. To obtain and grant to COUNTY any necessary temporary right of way within CITY for the construction of PROJECT at no cost to COUNTY.
 - d. To issue to COUNTY a no-fee permit(s) authorizing COUNTY to construct those portions of PROJECT with CITY highway right of way on condition that the COUNTY'S contractor meets the insurance requirements as required and approved by the CITY's Risk Manager.
 - e. To cooperate with COUNTY in conducting negotiations with and, where appropriate, issue notices to public utilities and owners of substructure and overhead facilities regarding the relocation, removal, operation, and

maintenance of all surface and underground utilities and facilities, structures, and transportation services, which interfere with the proposed construction. Where utilities have been installed in CITY streets or on CITY property, CITY will provide the necessary right of way for the relocation of those utilities and facilities that interfere with the construction of PROJECT. CITY will take all necessary steps to grant, transfer, or assign all prior rights over utility companies and owners of substructure and overhead facilities when necessary to construct, complete, and maintain PROJECT.

- f. To authorize COUNTY to represent CITY pursuant to this AGREEMENT, in negotiations pertaining to the advertisement of PROJECT for construction bids, award, and administration of the construction contract and in all things necessary and proper to complete PROJECT.
- g. Upon completion of PROJECT: (1) to accept full and complete ownership of, and responsibility for, the PROJECT; and (2) to maintain in good condition and at CITY expense all improvements constructed as part of PROJECT within CITY'S JURISDICTION, including the BASIC TRAFFIC SIGNAL TIMING and the COORDINATION TRAFFIC SIGNAL TIMING to support synchronization of traffic signals on Olympic Boulevard.

(3) COUNTY AGREES:

- a. To perform or cause to be performed the preliminary engineering, contract administration, construction inspection and engineering, utility engineering and relocation, traffic detour, BASIC TRAFFIC SIGNAL TIMING, TRAFFIC SIGNAL COORDINATION TIMING, and final signing and striping for PROJECT.
- b. To act as lead agency, prepare the necessary environmental documents, and make the required environmental findings for PROJECT pursuant to the California Environmental Quality Act.
- c. To contribute COUNTY'S share of COST OF PROJECT, currently estimated to be One Hundred Three Thousand Three Hundred and 00/100 Dollars (\$103,300.00).
- d. To submit an invoice to CITY in the amount of One Hundred Forty- Seven Thousand Four Hundred and 00/100 Dollars (\$147,400.00) upon adoption of this AGREEMENT by COUNTY.
- e. To obtain CITY'S approval of plans for PROJECT prior to advertising for construction bids.
- f. To advertise PROJECT for construction bids, to award and to administer the construction contract, and to act on behalf of CITY in all negotiations pertaining thereto.

- g. To administer the design and construction of PROJECT in accordance with all regulations and requirements of Metro relating to the expenditure of Proposition C Local Return funds and Proposition C Twenty-five Percent (25%) Discretionary funds and Memorandum of Understanding No. P00F1321 between COUNTY and Metro. COUNTY'S records for PROJECT shall be open to inspection and subject to audit and reproduction by COUNTY and Metro, or any of their duly authorized representatives, and shall be retained by COUNTY for a period of not less than seven (7) years after final payment to contractor(s) for PROJECT.
- h. To ensure that CITY and all officers and employees of CITY are named as additional insured parties under the construction contractor's(s') Contractor's General Liability and automobile insurance policies.
- i. To furnish to CITY, within one hundred eighty (180) calendar days after final Board acceptance of PROJECT, a final accounting of the actual CITY'S share of COST OF PROJECT including an itemization of actual unit costs and actual contract quantities, as specified in paragraph (3) a., above.
- j. To perform or cause to be performed the equipment and system testing and to develop and implement the BASIC TRAFFIC SIGNAL TIMING and COORDINATION TRAFFIC SIGNAL TIMING for the PROJECT.
- k. To return any unexpended CITY funds if COUNTY fails to complete all or a portion of PROJECT within CITY'S JURISDICTION.

(4) IT IS MUTUALLY UNDERSTOOD AND AGREED AS FOLLOWS:

- a. Nothing in this AGREEMENT is intended to alter TSSP Agreement.
- b. The financial obligations of COUNTY pursuant to this AGREEMENT are conditional upon COUNTY obtaining reimbursement from Metro pursuant to Memorandum of Understanding No. P00F1321 between COUNTY and Metro. If COUNTY and/or Metro fails to provide its financial contribution, then COUNTY shall refund CITY'S payment within ninety (90) calendar days after notice from Metro to COUNTY that Metro funds are not available.
- c. The final accounting of the actual total COST OF PROJECT shall allocate said total cost between CITY and COUNTY based on the previously agreed upon improvements and/or work completed. Thus, the cost of all work or improvements (including all engineering, administration, and all other costs incidental to PROJECT work), previously agreed upon as CITY'S share of the COST OF PROJECT, shall be borne by CITY. The cost of all work or improvements (including all engineering, administration, and all other costs

incidental to PROJECT work), previously agreed upon as COUNTY'S share of the COST OF PROJECT, shall be borne by COUNTY.

- d. That if at final accounting CITY'S share of COST OF PROJECT exceeds CITY'S PAYMENT, as set forth in paragraph (2) a., above, CITY shall pay to COUNTY the additional amount upon demand. Said demand shall consist of a billing invoice prepared by COUNTY. Conversely, if the CITY'S share is less than CITY'S PAYMENT, COUNTY shall refund the difference to CITY without further action by CITY.
- e. That if CITY'S PAYMENT, as set forth in paragraph (2) a., above is not delivered to COUNTY office, which is described on the billing invoice prepared by COUNTY within sixty (60) calendar days after the date of said invoice, notwithstanding the provisions of Government Code Section 907, COUNTY may satisfy such indebtedness, including interest thereon, from any funds of CITY on deposit with COUNTY after giving notice to CITY of COUNTY'S intention to do so.
- f. CITY shall review the final accounting invoice prepared by COUNTY and report in writing any discrepancies to COUNTY within sixty (60) calendar days after the date of said invoice. Undisputed charges shall be paid by CITY to COUNTY within sixty (60) calendar days after the date of said invoice. COUNTY shall review all disputed charges and submit a written justification detailing the basis for those charges within sixty (60) calendar days of receipt of CITY'S written report. CITY shall then make payment of the previously disputed charges or submit justification for nonpayment within sixty (60) calendar days after the date of COUNTY'S written justification.
- g. COUNTY at any time may, at its sole discretion, designate an alternative payment mailing address and an alternative schedule for payment of CITY funds if applicable. CITY shall be notified of such changes by invoice prepared by COUNTY and delivered to CITY.
- h. During construction of PROJECT, COUNTY shall furnish an inspector or other representative to perform the functions of an inspector. CITY may also furnish, at no cost to COUNTY, an inspector or other representative to inspect construction of the PROJECT. CITY shall have no obligation to inspect the PROJECT and no liability shall be attributable as a result of CITY'S inspection or failure to inspect. Said inspectors shall cooperate and consult with each other, but the orders of COUNTY inspector to the contractor or any other person in charge of construction shall prevail and be final, and COUNTY inspector shall be responsible for the proper inspection of PROJECT as needed.

- i. This AGREEMENT may be amended or modified only by mutual written consent of COUNTY and CITY. Amendments and modifications of a nonmaterial nature may be made by the mutual written consent of the parties.
- j. Any correspondence, communication, or contact concerning this AGREEMENT shall be directed to the following:

CITY: Mr. Edgar Cisneros
City Manager
City of Commerce
2535 Commerce Way
Commerce, CA 90040

COUNTY: Mr. Mark Pestrella
Director of Public Works
Los Angeles County Public Works
P.O. Box 1460
Alhambra, CA 91802-1460

- k. COUNTY and CITY acknowledge and recognize that the improvements contemplated by this AGREEMENT provide significant regional and local benefits with respect to reducing traffic congestion. COUNTY and CITY further acknowledge and recognize that the cost of defending claims and lawsuit arising from the improvements contemplated by this AGREEMENT is paid for by public monies and both parties share an interest in reducing the amount of public monies spent on defending claims and lawsuits where possible without prejudicing their respective defenses.
- l. In the event that a claim lawsuit is brought against COUNTY and CITY based on the allegation that the design, construction, maintenance, or operation of the improvements constructed under this AGREEMENT proximately caused injuries or damage, COUNTY and CITY agree to cooperate as much as possible with respect to defending the claim or lawsuit without causing prejudice to their respective defenses to the claim or lawsuit. Upon receipt of the claim or lawsuit, the COUNTY and CITY, through their respective agents if appropriate, shall promptly investigate the matter. COUNTY and CITY shall then meet and confer promptly regarding whether a joint defense is appropriate or if one party should tender its defense and indemnification to the other party.
- m. Neither COUNTY nor any officer or employee of COUNTY shall be responsible for any damage or liability occurring by reason of any act or omission on the part of CITY under or in connection with any work, authority, or jurisdiction delegated to, assumed by, or determined to be the responsibility of CITY under this AGREEMENT. It is also understood and agreed that, pursuant to Government Code, Section 895.4, CITY shall fully indemnify, defend, and hold

COUNTY harmless from any liability imposed for injury (as defined by Government Code, Section 810.8) occurring by reason of any act or omission on the part of CITY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of CITY under this AGREEMENT. Where liability for injury (as defined by Government Code, Section 810.8) is sought to be imposed under Section 830, et seq., of the Government Code for a dangerous condition of property owned by or under the control of CITY, CITY shall fully defend, indemnify, and hold COUNTY harmless from any and all liability arising from such dangerous condition.

- n. Neither CITY nor any officer or employee of CITY shall be responsible for any damage or liability occurring by reason of any act or omission on the part of COUNTY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of COUNTY under this AGREEMENT. It is also understood and agreed that, pursuant to Government Code, Section 895.4, COUNTY shall fully indemnify, defend, and hold CITY harmless from any liability imposed for injury (as defined by Government Code, Section 810.8) occurring by reason of any act or omission on the part of COUNTY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of COUNTY under this AGREEMENT.
- o. It is understood and agreed that the provisions of Assumption of Liability Agreement No. 32374 between CITY and COUNTY, adopted by the Board of Supervisors on December 27, 1977, and currently in effect, are inapplicable to this AGREEMENT.

[illegible]

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by their respective officers, duly authorized, by the CITY OF COMMERCE on _____, 2023, and by the COUNTY OF LOS ANGELES on _____, 2023.

COUNTY OF LOS ANGELES

By _____
Director of Public Works

APPROVED AS TO FORM:

DAWYN R. HARRISON
Interim County Counsel

By _____
Deputy

CITY OF COMMERCE

By _____
City Mayor

ATTEST:

By _____
City Clerk

APPROVED AS TO FORM:

By _____
City Attorney

PROJECT NAME: OLYMPIC BOULEVARD TRAFFIC SIGNAL SYNCHRONIZATION
PROGRAM INDIANA STREET TO MONTEBELLO BOULEVARD

PROJECT ID NO.: TSM0010287

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>Public Contract Code 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.					

*(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

CLUSTER AGENDA REVIEW DATE	3/1/2023	
BOARD MEETING DATE	3/21/2023	
SUPERVISORIAL DISTRICT AFFECTED	<input type="checkbox"/> All <input checked="" type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input type="checkbox"/> 4 th <input checked="" type="checkbox"/> 5 th	
DEPARTMENT(S)	Public Works	
SUBJECT	Bradbury Channel Repair, Et al. Project	
PROGRAM	Water Resources Core Service Area	
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why: N/A	
DEADLINES/ TIME CONSTRAINTS	N/A	
COST & FUNDING	Total cost: \$1,228,250	Funding source: Flood Fund (B07 – Capital Assets-Infrastructure)
	TERMS (if applicable): N/A	
	Explanation: Increase the construction contract by \$1,228,250 for a total revised contract amount of \$1,877,870.20.	
PURPOSE OF REQUEST	To obtain Board approval for changes in work and the increased contract amount for a construction contract for the Bradbury Channel Repair, Et al. Project in the Cities of Bradbury, Covina, and Industry and in the unincorporated community of Rowland Heights.	
BACKGROUND (include internal/external issues that may exist including any related motions)	The Scope of Work for the Bradbury Channel Repair, Et al. Project included repairing damaged concrete, storm drains, replacing storm drain inlet/outlet protection barriers, and constructing storm drain improvements. These changes in work are necessary to compensate the contractor for delay costs incurred while design modifications to the storm drains were being completed by Public Works. The poor condition of the damaged storm drain made it necessary to modify the design and perform additional repairs and storm drain replacement. The additional work will increase the contract amount by \$1,228,250. The project is scheduled for completion in September 2023.	
EQUITY INDEX OR LENS WAS UTILIZED	Yes <input checked="" type="checkbox"/> No If Yes, please explain how: N/A	
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please state which one(s) and explain how: Board Priority #7 Sustainability. The repair of concrete storm drains and replacement of storm drain inlet/outlet protection barriers will restore condition of existing infrastructure assets and allow them to convey stormwater flow.	
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Keith Lilley, Deputy Director, (626) 458-4012, cell (626) 320-9841, klilley@pw.lacounty.gov	



MARK PESTRELLA, Director

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

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

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

March 21, 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:

**WATER RESOURCES CORE SERVICE AREA
CHANGES IN WORK FOR A CONSTRUCTION CONTRACT
BRADBURY CHANNEL REPAIR, ET AL.
PROJECT ID NO. FCC0001311
IN THE CITIES OF BRADBURY, COVINA, AND INDUSTRY AND IN THE
UNINCORPORATED COMMUNITY OF ROWLAND HEIGHTS
(SUPERVISORIAL DISTRICTS 1 AND 5)
(3 VOTES)**

SUBJECT

Public Works is seeking Board approval for changes in work and an increased contract amount for the Bradbury Channel Repair, Et al., Project in the Cities of Bradbury, Covina, and Industry and in the unincorporated community of Rowland Heights.

**IT IS RECOMMENDED THAT THE BOARD ACTING AS THE GOVERNING BODY OF
THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT:**

1. Find that the recommended actions are within the scope of the previously approved exemption from the California Environmental Quality Act for the reasons stated in this letter and in the record of the project.
2. Approve changes in work of \$1,228,250 for delay costs, additional concrete storm drain repair work, and other necessary work to complete Project ID No. FCC0001311, Bradbury Channel Repair, Et al., in the Cities of Bradbury, Covina, and Industry and in the unincorporated community of Rowland Heights, with PK Construction.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommended actions will find that the changes in work are exempt from the California Environmental Quality Act (CEQA) and allow Public Works to compensate PK Construction for delays associated with the design modifications to the storm drain, additional concrete storm drain repair work, completion of other necessary work, and for additional quantities of structural steel for storm drain inlet/outlet protection barriers.

The Scope of work for the Bradbury Channel Repair, Et al. Project included repairing damaged concrete storm drains, replacing storm drain inlet/outlet protection barriers, and constructing storm drain improvements in the Cities of Bradbury, Covina, and Industry and in the unincorporated community of Rowland Heights. The Board approved the project on March 9, 2021, and the construction contract was executed on August 16, 2021, for a total contract sum of \$622,950.20.

These changes in work are necessary to compensate the contractor for unforeseen conditions encountered during construction. Destructive inspection carried out by the contractor revealed additional concrete deterioration and corroded steel reinforcement in the channel requiring repairs. Additionally, the final measured and certified weights for storm drain inlet/outlet protection barriers required additional quantities of structural steel beyond what was estimated.

Approval of these changes in work will increase the contract amount by \$1,228,250 and will add 80 contract working days. The delays account for the time it took to modify construction documents to address the unforeseen conditions. The project is scheduled for completion in September 2023.

Implementation of Strategic Plan Goals

These recommendations support the County Strategic Plan: Strategy III.3, Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability, Objective III.3.2, Manage and Maximize County Assets, by allowing the project to be completed in the most timely and cost-effective manner.

FISCAL IMPACT/FINANCING

These changes in work will have no impact on the County General Fund.

The original contract was approved for \$622,950.20. Since that time, an additional amount of \$26,670 was approved through Public Works' delegated authority.

This action would approve changes in work for an increase of \$1,228,250 for a revised total contract amount of \$1,877,870.20 (see Enclosure).

Funding is included in the Flood Control District Fund (B07 – Capital Assets-Infrastructure) Fiscal Year 2022-23 Budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The contract for construction of this improvement was awarded on June 16, 2021, to PK Construction in accordance with the State Public Contract Code and the Board's directives.

ENVIRONMENTAL DOCUMENTATION

The proposed changes in work fall within the scope of the Bradbury Channel Repair, Et al., Project previously determined to be exempt from CEQA by the Board on March 9, 2021, pursuant to Sections 15301 (b) and (f) and 15302 (c) of the State CEQA Guidelines and Class 1, Subsections (e) and (i); and Class 2, Subsection (b) of the County's Environmental Document Reporting Procedures and Guidelines, Appendix G.

CONTRACTING PROCESS

The construction contract provides that the contractor be compensated for the work resulting from a change to the original plans and specifications or changed conditions encountered during the course of construction. The cost is based on contract unit prices and time and materials as provided under the provisions of the contract specifications.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the requested change by the Board will ensure the timely completion of the work under the contract.

The Honorable Board of Supervisors
March 21, 2022
Page 4

CONCLUSION

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

Respectfully submitted,

MARK PESTRELLA, PE
Director of Public Works

MP:RLG:dw

Enclosure

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

ENCLOSURE
March 21, 2023

**WATER RESOURCES CORE SERVICE AREA
CHANGES IN WORK FOR A CONSTRUCTION CONTRACT
BRADBURY CHANNEL REPAIR, ET AL.
PROJECT ID NO. FCC0001311
IN THE CITIES OF BRADBURY, COVINA, AND INDUSTRY
AND THE UNINCORPORATED COMMUNITY OF ROWLAND HEIGHTS
(SUPERVISORIAL DISTRICTS 1 AND 5)**

Project Description:

Repair of damaged concrete storm drains, replacing storm drain inlet and outlet protection barriers, and constructing storm drain improvements in the Cities of Bradbury, Covina, and Industry and in the unincorporated community of Rowland Heights.

Contractor:

PK Construction

Changes in Work:

(1) Additional concrete storm drain repair work	\$1,100,000
(2) Additional quantities for storm drain inlet and outlet protection barriers	<u>128,250</u>
Total	<u><u>\$1,228,250</u></u>

Description of Changes:

- (1) The project plans call for repairing damaged concrete in the storm drain. However, the poor condition of the storm drain was determined to require additional repairs. Therefore, this change in work will compensate the contractor for additional concrete storm drain repair work and for delays associated with this extra work.
- (2) This Change in Work will compensate contractor for additional quantities of structural steel for protection barriers. The contractor is to be paid based on certified weights for storm drain inlet and outlet protection barriers.

The costs for this work shall be based on Section 7-4 of the contract specifications.

Eighty additional days will be added to the contract time as a result of this change.

ENCLOSURE
March 21, 2023

Revised Contract Amount:

Original contract amount	\$622,950.20
Changes in work approved under delegated authority	\$26,670.00
Change in work to be approved	<u>\$1,228,250.00</u>
Revised contract amount	<u>\$1,877,870.20</u>
Percent total change to original contract amount	201.45%

SP:dw

P:\cnpub\ADMIN\Section\Administration\BOARD\CIW\2023\Bradbury\CIW Bradbury (Enclosure).docx

BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	3/1/2023	
BOARD MEETING DATE	3/21/2023	
SUPERVISORIAL DISTRICT AFFECTED	<input type="checkbox"/> All <input checked="" type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input type="checkbox"/> 4 th <input type="checkbox"/> 5 th	
DEPARTMENT(S)	Public Works	
SUBJECT	Construction Contract for Hacienda Heights Community – Leticia Drive, Et al. Phase I	
PROGRAM	Transportation Improvement Program	
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why: N/A	
DEADLINES/ TIME CONSTRAINTS	This item must be heard at the earliest possible date to expedite the award of the contract in order to meet a commitment to the Hacienda Heights community to complete the project in a timely manner.	
COST & FUNDING	Total cost: \$3,400,000	Funding source: 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)
	TERMS (if applicable): N/A	
	Explanation: N/A	
PURPOSE OF REQUEST	Board approval to procure a construction contract for the Hacienda Heights Community – Leticia Drive, Et al. Phase I Project in the unincorporated community of Hacienda Heights.	
BACKGROUND (include internal/external issues that may exist including any related motions)	State funds will be used to resurface the roadways within the Hacienda Heights community to extend the service life of the roadway, including reconstruction of curb ramps, sidewalk, driveways, curb and gutter, and planting trees.	
EQUITY INDEX OR LENS WAS UTILIZED	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how: N/A	
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please state which one(s) and explain how: Board Priority #7: Sustainability. The project will extend the service life of the roadway pavement and construct curb ramps to make the community more livable.	
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Steve Burger, Deputy Director, (626) 458-4018, cell (626) 476-9847 sburger@pw.lacounty.gov	



MARK PESTRELLA, Director

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

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

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

March 21, 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
DELEGATE AUTHORITY TO ADOPT, ADVERTISE, AND AWARD
HACIENDA HEIGHTS COMMUNITY – LETICIA DRIVE, ET AL. PHASE I
PROJECT ID NO. RMD1106809
IN THE UNINCORPORATED COMMUNITY OF HACIENDA HEIGHTS
(SUPERVISORIAL DISTRICT 1)
(3 VOTES)**

SUBJECT

Public Works is seeking Board approval of the recommended actions that will approve the proposed Hacienda Heights Community - Leticia Drive, Et al. Phase I Project, delegate authority to adopt the plans and specifications, and procure and execute a construction contract for the proposed project located in the unincorporated community of Hacienda Heights.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the proposed project is exempt from the provisions of the California Environmental Quality Act for the reasons stated in this Board letter and in the record of the project.

2. Approve the project and delegate to the Director of Public Works or his designee, the authority to adopt the plans and specifications and advertise for bids at an estimated construction contract cost between \$1,900,000 and \$2,900,000 for the Hacienda Heights Community - Leticia Drive, Et al. Phase I.
3. Delegate authority to the Director of Public Works or his designee to instruct the Executive Officer of the Board of Supervisors to advertise for bids in accordance with the Instruction Sheet for Publishing Legal Advertisement with the Notice Inviting Bids when ready to advertise this project.
4. Delegate authority to the Director of Public Works or his designee to determine whether the bid of the apparent responsible contractor with the lowest apparent responsive bid is, in fact, responsive and, if not responsive, to determine which apparent responsible contractor submitted the lowest responsive bid.
5. Delegate authority to the Director of Public Works or his designee to award and execute a construction contract for the Hacienda Heights Community – Leticia Drive, Et al. Phase I Project with the responsible contractor with the lowest responsive bid within or less than the estimated cost range of \$1,900,000 and \$2,900,000 or that exceeds the estimated cost range by no more than 15 percent if additional and appropriate funds have been identified.
6. Delegate to the Director of Public Works or his designee the following authority in connection with this contract: (1) extend the date and time for the receipt of bids consistent with the requirements of State Public Contract Code, Section 4104.5; (2) allow substitution of subcontractors and relief of bidders upon demonstration of the grounds set forth in State Public Contract Code, Sections 4100 et seq. and 5100 et seq., respectively; (3) approve and execute change orders within the same monetary limits delegated to the Director of Public Works or his designee under Section 2.18.050 of the Los Angeles County Code; (4) accept the project upon its final completion; and (5) release retention money withheld consistent with the requirements of State Public Contract Code, Sections 7107 and 9203.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommended actions will find that the project is exempt from the California Environmental Quality Act (CEQA) and allow Public Works to accelerate construction for the Hacienda Heights Community – Leticia Drive, Et al. Phase I Project in the unincorporated community of Hacienda Heights (see Enclosure).

The project includes resurfacing pavement along Cardillo Avenue, Decima Drive, East La Belle Street, La Plata Avenue, Montellano Avenue, Pietro Drive, and Rio Claro Drive. Additionally, it includes reconstruction of curb ramps, sidewalks, curbs and gutters, and parkway tree planting. The project will extend the service life of the roadways, reduce wear and tear on vehicles, and enhance the community.

Delegating to the Director of Public Works the authority to adopt the plans and specifications will allow Public Works to deliver the project in an expedited manner as advertising documents are finalized. By doing so, the County will be able to meet its commitment to the Hacienda Heights community of completing the project in a timely manner.

It is anticipated the work will start in July 2023 and be completed in February 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 \$1,900,000 to \$2,900,000 with a maximum construction contract cost to be 15 percent above this range. The total project cost is estimated to be \$3,400,000. In addition to the construction contract cost, the total project cost includes the preparation of plans and specifications, survey, environmental clearance, right-of-way and utility clearances, material testing, inspection, contract administration, change order contingency, and other County services.

The project will be funded with 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 Services and Supplies) 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 20392 of the State Public Contract Code.

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

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

ENVIRONMENTAL DOCUMENTATION

The proposed project is exempt from CEQA. The project to resurface the roadway, including reconstruction of sidewalks, is within a class of projects that has been determined not to have a significant effect on the environment and meets the criteria set forth in Section 15301 (c) of the State CEQA Guidelines and Class 1 e, s, and x; Subsections 2, 9, 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

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

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

<https://www.lacounty.gov/business/doing-business-with-la-county/>

<https://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 extending the service life of the roadway, reducing wear and tear on vehicles, and enhancing 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:dw

Enclosure

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

HACIENDA HEIGHTS COMMUNITY – LETICIA DRIVE, ET AL. PHASE I



BOARD LETTER CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	3/1/2023	
BOARD MEETING DATE	3/21/2023	
SUPERVISORIAL DISTRICT AFFECTED	<input type="checkbox"/> All <input type="checkbox"/> 1 st <input checked="" type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input type="checkbox"/> 4 th <input type="checkbox"/> 5 th	
DEPARTMENT(S)	Public Works	
SUBJECT	Award of services contract for King Medical Center and Willowbrook Shuttle services in the unincorporated County community of Willowbrook	
PROGRAM		
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why:	
DEADLINES/ TIME CONSTRAINTS	The current contract has an expiration date of April 30, 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.	
COST & FUNDING	Total cost: \$7,622,443	Funding source: Funding for this service is included in the Second Supervisorial District's Proposition A Local Return Transit Operations Fund (Fund CP6 - Services & Supplies Appropriation) Fiscal Year 2022-23 Budget. Funds to finance the contract's option years and 10 percent additional funding for contingencies will be requested through the annual budget process.
	TERMS (if applicable): Initial term of 1 year plus three additional 1-year renewal options and a month-to-month extension up to 6 months.	
	Explanation:	
PURPOSE OF REQUEST	Public Works is seeking Board approval to award a services contract to MV Transportation, Inc., to provide shuttle services in the unincorporated County community of Willowbrook.	
BACKGROUND (include internal/external issues that may exist including any related motions)	Approval of the recommended action will award a contract to MV Transportation, Inc., for shuttle services in the unincorporated County community of Willowbrook. These services will provide residents in the community with transportation to health care facilities, shopping centers, recreation, senior centers, and other destinations.	
EQUITY INDEX OR LENS WAS UTILIZED	<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 on our "Do Business with Public Works" website. Public Works also notifies all Small Businesses registered with Department of Economic Opportunity 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.	

	Los Angeles County shuttle services provide transportation options to provide residents in the community with transportation to health care facilities, shopping centers, recreation, senior centers, and other destinations
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please state which one(s) and explain how: Sustainability, by maintaining public transit service and making a more livable community.
DEPARTMENTAL CONTACTS	Name, Title, Phone # & E-mail: Steve Burger, Deputy Director, (626) 458-4018, cell (626) 476-9847, sburger@pw.lacounty.gov



MARK PESTRELLA, Director

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

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

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

IN REPLY PLEASE
REFER TO FILE:

March 21, 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
TRANSPORTATION CORE SERVICE AREA
KING MEDICAL CENTER AND WILLOWBROOK SHUTTLE SERVICES IN
THE UNINCORPORATED COUNTY COMMUNITY OF WILLOWBROOK
(SUPERVISORIAL DISTRICT 2)
(3 VOTES)**

SUBJECT

Public Works is seeking Board approval to award a services contract to MV Transportation, Inc., to provide the King Medical Center and Willowbrook shuttle services in the unincorporated County community of Willowbrook.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the contract work is statutorily 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. Find that these services can be more economically performed by an independent contractor than by County employees.
3. Award and direct the Chair to execute a contract for King Medical Center and Willowbrook Shuttle Services with MV Transportation, Inc. This contract will be for a period of 1 year with three 1-year renewal options and a month-to-month extension up to 6 months for a maximum potential contract term of 54 months and a maximum potential contract sum of \$6,347,814.

4. Delegate authority to the Director of Public Works or his designee 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, MV Transportation, Inc., has successfully performed during the previous contract period, and the services are still required; to approve and execute amendments to incorporate necessary changes within the scope of work; and to suspend work if, it is in the best interest of the County to do so.
5. Delegate authority to the Director of Public Works or his designee to annually increase the contract amount up to an additional 10 percent of the annual contract sum, which is included in the maximum potential contract sum for unforeseen additional work within the scope of the contract, if required.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommended action will award a contract to MV Transportation, Inc., for community shuttle services in the unincorporated County community of Willowbrook. These services will provide residents in the community with transportation to health care facilities, shopping centers, recreation, senior centers, and other destinations within the defined service area at no charge for the King Medical Center Shuttle and at a low-cost fare of \$0.25, or free for seniors, persons with disabilities, children under age 5, and riders with Metro or regional EZ pass for Willowbrook Shuttle, as shown in Enclosure A.

The contract also includes the cost for major vehicle repair; graphics; and automated transit vehicle system devices, including vehicle locators and video camera equipment for County-provided service vehicles in accordance with the contract.

The current contract has been extended for a period not-to-exceed 120 days and has an expiration date of April 30, 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.

Implementation of Strategic Plan Goals

These recommendations support the County Strategic Plan: Strategy II.2, Support the Wellness of Our Communities, Objective II.2.4, Promote Active and Healthy Lifestyles, by contracting with the contractor that has the specialized expertise to provide these services accurately, efficiently, timely, and in a responsive manner will support Public Works in meeting these goals.

FISCAL IMPACT/FINANCING

There will be no impact to the County General Fund.

The contract amounts below are based on Public Works' estimated annual utilization of the contractor's service at the prices quoted by the contractor. The sums for each term of the maximum contract period if all optional renewal periods are exercised is as follows:

The sum for the initial term is \$1,157,695.

The sum for the first option term is \$1,259,245.

The sum for the second option term is \$1,309,495.

The sum for the third and final option term is \$1,362,870.

The sum for the month-to-month option to extend up to 6 months is \$681,435.

The maximum potential contract sum is \$6,347,814 with a maximum contract period of 54 months. The total maximum potential contract amount includes major vehicle repair; graphics; and automated transit vehicle system devices, including vehicle locators and video camera equipment for County-provided service vehicles; and 10 percent of the annual contract sum for unforeseen additional work within the scope of the contract.

Funding for these services is included in the Second Supervisorial District's Proposition A Local Return Transit Operations Fund (Fund CP6 - Services and Supplies) Fiscal Year 2022-23 Budget. Funds to finance the contract's option years and 10 percent additional funding for contingencies will be requested through the annual budget process.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The recommended contractor, MV Transportation, Inc., is located in Dallas, Texas, with a local office in Vacaville, California. This contract will commence upon the Board's approval, for a period of 1 year. With the Board's delegated authority, Public Works may renew the contract for three 1-year renewal options and a month-to-month extension up to 6 months for a maximum potential total contract term of 54 months.

County Counsel has approved the recommended contract, which has been executed by MV Transportation, Inc. (Enclosure B). The recommended contract was solicited on an open-competitive basis and is in accordance with applicable Federal, State, and County requirements.

A standard services contract has been used that contains terms and conditions in compliance with the Board's ordinances, policies, and programs. Enclosure C 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.

This work is being contracted in accordance with procedures authorized under County Charter, Section 44.7, Part 3, and Chapter 2.121 (Contracting with Private Business) of the Los Angeles County Code. The mandatory requirements for contracting set forth in the Los Angeles County Code, Section 2.121.380, have been met.

Public Works has evaluated and determined that MV Transportation, Inc., is qualified for Living Wage exemption due to a Collective Bargaining Agreement with Teamsters Local 848 that expressly supersedes all provisions of the program.

Using methodology approved by the Auditor-Controller, the Proposition A cost analysis indicates that the recommended contracted services can be performed more economically by the private sector. The Auditor-Controller has reviewed these calculations and concurs.

This Proposition A contract does not allow cost-of-living adjustment for the optional renewal periods.

ENVIRONMENTAL DOCUMENTATION

These services are statutorily exempt from the provisions of the California Environmental Quality Act, pursuant to Section 21080(b)(10) of the Public Resources Code. This exemption provides for the implementation of passenger or commuter transit services.

CONTRACTING PROCESS

A notice of the Request for Statement of Qualifications (RFSQ) was released in 2016 and 2019, and it is currently open continuous. RFSQ was placed on the County's "Doing Business with Los Angeles County" website (Enclosure D), Public Works' "Do Business with Public Works" website, Twitter, and advertisement was placed in the *Los Angeles Times*. Also, Public Works informed 1,198 Local Small Business Enterprises; and 106 independent contractors, various business development centers, and municipalities about this business opportunity.

A total of ten Statement of Qualifications (SOQs) were received in response to the RFSQ. The SOQs were first reviewed to ensure they met the mandatory requirements outlined in the RFSQ. Ten SOQs were then evaluated by an evaluation committee consisting of Public Works staff, utilizing the informed averaging methodology for applicable criteria. The committee's evaluation was based on criteria described in the RFSQ, including experience, work plan, financial resources, performance history/references, and demonstrated controls over labor/payroll recordkeeping. Based on this evaluation, one of the ten SOQs did not receive a score equal to or above the evaluation's minimum passing score and was ineligible to be placed on the Qualified Contractors List. The remaining nine SOQs received a passing score and were placed on the Qualified Contractors List.

On May 31, 2022, Public Works issued an Invitation for Bids soliciting bids from the apparent responsive and responsible vendors on the Qualified Contractors List. On July 7, 2022, one bid was received. The bid was evaluated based on the price category. Based on this evaluation, it is recommended that a contract be awarded to the apparent responsive and responsible contractor, MV Transportation, Inc., located in Dallas, Texas, with a local office in Vacaville, California. Public Works believes the contractor's price to be reasonable for the work requested.

Public Works has accessed available resources to review and assess the proposed contractor's past performance, history of Labor Law violations, and prior performance on County contract.

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 these services are presently contracted with the private sector.

CONCLUSION

Please return one adopted copy of this Board letter along with the Contractor Execute and Department Conform originals of the contract to the Public Works, Business Relations and Contracts Division.

Respectfully submitted,

MARK PESTRELLA, PE
Director of Public Works

MP:JQ:ep

Enclosures

c: Chief Executive Office (Chia-Ann Yen)
County Counsel
Executive Office
Internal Services Department, Contracts Division

ENCLOSURE

March 21, 2023

**SERVICES CONTRACT
TRANSPORTATION CORE SERVICE AREA
KING MEDICAL CENTER AND WILLOWBROOK SHUTTLE SERVICES IN
THE UNINCORPORATED COUNTY COMMUNITY OF WILLOWBROOK
(SUPERVISORIAL DISTRICT 2)
(3 VOTES)**

This Board letter has large enclosures.

[03.21.2023 - King Med \(FTP Large Enc\)](#)

BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	3/1/2023	
BOARD MEETING DATE	3/21/2023	
SUPERVISORIAL DISTRICT AFFECTED	<input type="checkbox"/> All <input type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input checked="" type="checkbox"/> 4 th <input type="checkbox"/> 5 th	
DEPARTMENT(S)	Public Works	
SUBJECT	TRANSPORTATION CORE SERVICE AREA RESOLUTION OF INTENTION AND INTRODUCTION OF AN ORDINANCE TO GRANT A PROPRIETARY PETROLEUM PIPELINE FRANCHISE TO MATRIX PIPELINE, L.P. (SUPERVISORIAL DISTRICT 4) (3 VOTES)	
PROGRAM	None	
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why:	
DEADLINES/ TIME CONSTRAINTS		
COST & FUNDING	Total cost: \$10,000	Funding source: County General Fund
	TERMS (if applicable):	
	Explanation: Matrix Pipeline, L.P., will pay the County a granting fee of \$10,000 within 30 days of the adoption of the franchise and an annual franchise fee of \$2.10 per cubic foot by applying this rate to the volume of space occupied within the road right of way, which will be subject to annual adjustments using the Consumer Price Index for All Urban Consumers. These amounts will be deposited into the County General Fund-Nondepartmental Revenue.	
PURPOSE OF REQUEST	Matrix requires this franchise to continue using the public right of way while providing petroleum oil to their customers within the Matrix service area of the County.	
BACKGROUND (include internal/external issues that may exist including any related motions)	On December 12, 2017, the Board of Supervisors adopted Ordinance No. 2017-0059F granting Matrix a 5-year proprietary petroleum pipeline franchise, which recently expired.	
EQUITY INDEX OR LENS WAS UTILIZED	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:	
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, please state which one(s) and explain how: Sustainability—The revenues received from this transaction will help promote fiscal responsibility.	
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Shari Afshari, Deputy Director, (626) 458-4008, safshari@pw.lacounty.gov	



MARK PESTRELLA, Director

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

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

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

March 21, 2023

IN REPLY PLEASE

REFER TO FILE: **SMP-6**

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

Dear Supervisors:

**TRANSPORTATION CORE SERVICE AREA
RESOLUTION OF INTENTION AND INTRODUCTION OF AN ORDINANCE
TO GRANT A PROPRIETARY PETROLEUM PIPELINE FRANCHISE
TO MATRIX PIPELINE, L.P.
(SUPERVISORIAL DISTRICT 4)
(3 VOTES)**

SUBJECT

Public Works is seeking Board approval to grant a proprietary petroleum pipeline franchise to Matrix Pipeline, L.P.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the proposed project is exempt from the California Environmental Quality Act for the reasons stated in this Board letter and in the record of the project.
2. Approve the Resolution of Intention to grant a 5-year proprietary petroleum pipeline franchise to Matrix Pipeline, L.P.; set the matter for a public hearing on April 11, 2023, or on the next available hearing date within 60 days from the date of adoption of the Resolution of Intention; and instruct the Executive Officer of the Board of Supervisors to publish a Notice of Public Hearing pursuant to Section 6232 of the California Public Utilities Code.

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

Introduce, waive reading, and set for adoption the proposed ordinance to grant a 5-year proprietary petroleum pipeline franchise to Matrix Pipeline, L.P.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS

Approval of the recommended actions will find that the project is exempt from the California Environmental Quality Act (CEQA) and allow the Board of Supervisors to approve the enclosed Resolution of Intention (Enclosure A), schedule a public hearing, and publish a Notice of Public Hearing, as needed, to adopt the enclosed ordinance (Enclosure B) to grant a 5-year proprietary petroleum pipeline franchise to Matrix Pipeline, L.P.

On December 12, 2017, the Board adopted Ordinance No. 2017-0059F granting Matrix a 5-year proprietary petroleum pipeline franchise. Adopting the ordinance will allow Matrix's continued use of the County's public right of way and continue to obligate Matrix to comply with the terms of the franchise.

The pipelines in the franchise area transmit petroleum oil and are regulated by the California Geologic Energy Management Division.

Implementation of Strategic Plan Goals

These recommendations support the County Strategic Plan: Strategy II.1, Drive Economic and Workforce Development in the County, Strategy II.2, Support the Wellness of our Communities, and Strategy III.3, Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability, because revenue received from this transaction will help promote fiscal responsibility.

FISCAL IMPACT/FINANCING

Matrix will pay the County a granting fee of \$10,000 within 30 days of the adoption of the franchise and an annual franchise fee of \$2.10 per cubic foot by applying this rate to the volume of space occupied within the road right of way, which will be subject to annual adjustments using the Consumer Price Index for All Urban Consumers.

For the 2021 calendar year, Matrix reported and paid the County a total annual franchise fee of \$2,500, which was deposited into the County General Fund-Nondepartmental Revenue.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The existing petroleum pipeline system in the franchise area is owned and operated by Matrix. The new franchise will be for another 5-year term.

Division 3, Title 16, of the Los Angeles County Code authorizes the Board to grant a franchise associated with petroleum pipelines. County Counsel prepared and approved the accompanying Resolution of Intention and the ordinance.

Pursuant to Section 6232 of the California Public Utilities Code, the Executive Officer of the Board shall arrange for the publishing of a Notice of Public Hearing in a newspaper of general circulation in the County at least once within 15 days after the Board's adoption of the Resolution of Intention.

ENVIRONMENTAL DOCUMENTATION

The proposed project, which is to grant a 5-year proprietary petroleum pipeline franchise, is exempt from CEQA. The granting of the franchise will allow the operation and maintenance of existing petroleum pipeline systems and is within a class of projects that have been determined not to have a significant effect on the environment in that it meets the criteria set forth in Section 15301 of the CEQA Guidelines and Class 1 of the County's Environmental Document Reporting Procedures and Guidelines, Appendix G. In addition, based on the proposed project records, it will comply with all applicable regulations and there are no cumulative impacts, unusual circumstances, damage to scenic highways, or listing on hazardous waste site lists compiled pursuant to Government Code, Section 65962.5, or indications that it may cause a substantial adverse change in the significance of a historical resource that would make the exemption inapplicable.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

There will be no impact or adverse effect to any current services or future County projects.

The Honorable Board of Supervisors
March 21, 2023
Page 4

CONCLUSION

Please return adopted copies of this letter, the adopted ordinance, and the adopted Resolution of Intention to the attention of Ms. Jessica Paquette, Administrative and Human Resources Manager, Matrix Pipeline L.P., P.O. Box 92245, Santa Barbara, CA 93190; the office of County Counsel; and Public Works, Survey/Mapping & Property Management Division.

Respectfully submitted,

MARK PESTRELLA, PE
Director of Public Works

MP:GE:vu

Enclosures

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

Enclosure A

**RESOLUTION OF INTENTION
TO GRANT A 5-YEAR PETROLEUM PIPELINE FRANCHISE
TO MATRIX PIPELINE, L.P.**

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

- A. Matrix Pipeline, L.P., a California Limited Partnership, hereinafter referred to as Franchisee, has applied to the Board of Supervisors of the County of Los Angeles, State of California, for a franchise for a period of five (5) years beginning on May 25, 2023, the operative day of the franchise, and terminating on May 24, 2028, to lay, construct, reconstruct, operate, maintain, renew, repair, change the size of, remove or abandon in place, pipes and pipelines for the collection, transportation or distribution of petroleum, oil, gas, gasoline, or other liquid hydrocarbon products, wet gas, industrial gas, chemicals, mud, steam, water, waste water, and other liquid substances, excluding any hazardous substances or hazardous waste within the meaning of the "Comprehensive Environmental Response Compensation and Liability Act of 1980," 42 U.S.C. Section 9601, et seq., as it may hereafter be amended, and the "Federal Water Pollution Control Act," 33 U.S.C. §1251, et seq., as it may hereafter be amended, together with all manholes, valves, cathodic protection systems, appurtenances, and connections necessary or appropriate for the operation of said pipes or pipelines, including poles, conduits, wires or cables for adjunct communications lines, and other appurtenances and equipment for telegraph or telephone lines, or both, necessary or appropriate for the Franchise's operations in, under, along, or across any and all highways as defined in Section 16.36.080 of the Los Angeles County Code, now or hereafter dedicated to public use within the unincorporated territory of the County of Los Angeles, State of California, and depicted on the Exhibit Map attached to the proposed ordinance attached hereto, and any additional unincorporated territory of the County for Los Angeles, State of California, that may be added to the Franchisee's petroleum service area(s) during the term of the franchise.
- B. It is the intention of the Board of Supervisors to grant the franchise applied for upon the terms and conditions herein mentioned. The Franchisee and its successors and assigns will, during the life of the franchise, pay annually to the County of Los Angeles, State of California, the amount specified in the proposed ordinance from the operative date of the franchise and in the event such payment is not made, the franchise will be forfeited.
- C. The franchise described in the ordinance attached hereto is a franchise for the transportation and distribution of petroleum purposes.

The foregoing resolution was adopted on the ____ day of _____, 2023, by the Board of Supervisors of the County of Los Angeles, State of California, and ex officio of the governing body of all other special assessment and taxing districts, agencies, and authorities for which said Board so acts.

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

By _____
Deputy

APPROVED AS TO FORM:

DAWYN R. HARRISON
Interim County Counsel

By  _____
Deputy

ANALYSIS

This ordinance grants a proprietary petroleum pipeline franchise to Matrix Pipeline, L.P., a California Limited Partnership ("Franchisee") to collect, transport, and distribute petroleum and other petroleum products for a period of five (5) years, beginning on May 25, 2023, and expiring on May 24, 2028. The base annual fee payable to the County of Los Angeles by Franchisee will be determined according to a formula contained in Section 2 of this franchise ordinance. Franchisee will also pay a granting fee of ten thousand dollars (\$10,000).

DAWYN R. HARRISON
Interim County Counsel

By

ORDINANCE NO. _____

An ordinance granting a proprietary petroleum pipeline franchise to Matrix Pipeline, L.P., a California Limited Partnership for a period of five (5) years, beginning on May 25, 2023, and expiring on May 24, 2028.

The Board of Supervisors of the County of Los Angeles ordains as follows:

Section 1. Franchise Term; Grant.

The right, privilege, and franchise is granted to Matrix Pipeline, L.P., a California Limited Partnership ("Franchisee"), and its successors and assigns, for the period of five (5) years, beginning on May 25, 2023, to lay, construct, reconstruct, operate, maintain, renew, repair, change the size of, remove, or abandon in place, pipes and pipelines for the collection, transportation, or distribution of petroleum, oil, gas, gasoline or other liquid hydrocarbon products, wet gas, industrial gas, chemicals, mud, steam, water, waste water, and other liquid substances, excluding any hazardous substances or hazardous waste within the meaning of the "Comprehensive Environmental Response Compensation and Liability Act of 1980," 42 U.S.C. § 9601 et seq., as it may hereafter be amended, and the "Federal Water Pollution Control Act," 33 U.S.C. § 1251 et seq., as it may hereafter be amended, together with all manholes, valves, cathodic protection systems, appurtenances, and connections necessary or appropriate for the operation of said pipes or pipelines, including poles, conduits, wires, or cables for adjunct communications lines, and other appurtenances and equipment for telegraph or telephone lines, or both, necessary or appropriate solely for Franchisee's operations in, under, along, or across any and all highways, as defined in Section 16.36.080 of the

Los Angeles County Code, now or hereafter dedicated to public use within the unincorporated territory of the County of Los Angeles ("County"), State of California, and depicted on the Exhibit Map attached to the proposed ordinance attached hereto, any additional unincorporated territory of the County for Los Angeles, State of California, that may be added to the Franchisee's petroleum services area(s) during the term of the franchise.

West Whittier Area:

Those unincorporated areas of the County, lying within the following described boundaries:

All of Workman Mill Road within the unincorporated areas of the County, lying northerly of the centerline of Beverly Boulevard, in the City of Whittier, California, and lying southerly of the southeasterly prolongation of the centerline of Rose Hills Road, in the unincorporated territory of the County, as said centerlines existed on June 1, 2001.

Section 2. Consideration; Payment of Fees.

During such time as Franchisee's operations and rates for transportation are considered to be subject to the provisions of section 6231.5 of the California Public Utilities Code, the consideration shall be calculated pursuant to said section or other maximum amount permitted by law.

A. Granting Fee. As consideration for the Franchise granted, transferred, extended or otherwise amended, Franchisee shall pay the County a fee of ten thousand dollars (\$10,000) within thirty (30) days after the adoption of this ordinance.

B. Annual Franchise Fee. As additional consideration for a franchise granted or extended, Franchisee shall pay annually in arrears, on or before April 15 following the end of each calendar year ("Fee Payment Date"), for each year during the life of the franchise, to the County, in lawful money of the United States, a franchise fee computed annually ("Annual Franchise Fee"), as set forth below.

C. The Annual Franchise Fee payment by Franchisee shall accrue to the County on January 1 of each year for the highway space occupied by Franchisee's facilities as of December 31 of the calendar year immediately preceding the applicable Fee Payment Date. The Annual Franchise Fee shall be comprised of the "Base Annual Fee," which shall be adjusted by the ratio of the price index as set forth in subsection 2.F., below, and computed to the nearest tenth (1/10) of a cent. The Base Annual Fee shall be calculated according to the highway space occupied by the pipelines and/or conduits, including the protective coverings, pipe casings, pipe connections, and any other appurtenance(s), such as manholes, valves, cathodic protection systems, connections, and any other structure(s). The Base Annual Fee shall be calculated at the rate of two dollars and ten cents (\$2.10) per cubic foot of highway space occupied, as set forth in subsection 2.E., below.

D. To calculate the volume of highway space occupied by Franchisee's pipes and conduits (metal or plastic), the nominal internal diameter of the pipes and conduits shall be adjusted upward as follows:

1. The adjusted diameter of metal pipes and conduits shall be one (1) inch greater than the nominal internal diameter of such pipes and conduits;
2. The adjusted diameter of plastic pipes and conduits shall be two (2) inches greater than the nominal internal diameter of such pipes and conduits; and
3. In no event shall the adjusted diameter of any pipe or conduit (metal or plastic) be less than six (6) inches.

E. The Base Annual Fee shall be calculated in accordance with the following:

1. The rate set forth in subsection 2.C., above, of two dollars and ten cents (\$2.10) per cubic foot of highway space occupied, shall be used to calculate a Base Annual Fee as provided herein.

The adjusted diameter of pipe and conduit shall be used to determine the applicable linear footage base rate per one (1) foot of highway space occupied as set forth in the schedule of base rates, below:

A	B	C
Adjusted Diameter of Pipe and Conduit (In Inches)	Volume Per Foot in Cubic Feet	Base Rate Per Linear Foot (Based on \$2.10 Per Cubic Feet)
6.00	0.1964	\$0.41
7.00	0.2673	\$0.56
8.00	0.3491	\$0.73
9.00	0.4418	\$0.93
10.00	0.5454	\$1.15
11.00	0.6600	\$1.39
12.00	0.7854	\$1.65
13.00	0.9218	\$1.94
14.00	1.0690	\$2.24
15.00	1.2272	\$2.58
16.00	1.3963	\$2.93

17.00	1.5763	\$3.31
18.00	1.7672	\$3.71
19.00	1.9690	\$4.13
20.00	2.1817	\$4.58
21.00	2.4053	\$5.05
22.00	2.6398	\$5.54
23.00	2.8853	\$6.06
24.00	3.1416	\$6.60
25.00	3.4089	\$7.16
26.00	3.6870	\$7.74
27.00	3.9761	\$8.35
28.00	4.2761	\$8.98
29.00	4.5870	\$9.63
30.00	4.9088	\$10.31
31.00	5.2415	\$11.01
32.00	5.5851	\$11.73
33.00	5.9396	\$12.47
34.00	6.3050	\$13.24
35.00	6.6814	\$14.03
36.00	7.0686	\$14.84

2. The linear footage base rate (depicted in column C, above) is derived based on the following:

$$Pi = 3.1416$$

$$r = \text{radius of pipe or conduit (in inches)} = \text{"adjusted diameter" (in inches)} / 2$$

$$L = \text{length of pipe or conduit (in inches)}$$

$$L / 12 = \text{length of pipe or conduit (in feet)}$$

$$\text{Volume of pipe or conduit (in cubic inches)} = Pi \times r^2 \times L$$

$$\text{Volume of pipe or conduit (in cubic feet)} = Pi \times r^2 \times L / 1,728 \text{ inches}$$

$$\text{Base Annual Fee} = \text{Volume of pipe or conduit (in cubic feet)} \times \$2.10 \text{ per cubic foot} = [Pi \times r^2 \times L / 1,728 \text{ inches}] \times \$2.10$$

Linear footage base rate = Base Annual Fee per linear foot of pipe

$$= [(Pi \times r^2) \times (12 \text{ inches} / 1,728 \text{ inches}) \times \$2.10]$$

Base Annual Fee = Linear footage base rate x Length of pipe or conduit

$$\text{(in feet)} = [(Pi \times r^2) \times (12 \text{ inches} / 1,728 \text{ inches}) \times \$2.10] \times (L / 12 \text{ inches}) = [Pi \times r^2 \times L / 1,728 \text{ inches}] \times \$2.10;$$

3. For pipelines with an adjusted diameter greater than six (6) inches and not listed above, the fees shall be in the same proportion to the fees of a twelve (12) inch diameter pipe as the diameter of the unlisted pipe is to twelve (12) inches;

4. The volume of highway space occupied by any other appurtenance(s), such as manholes, valves, cathodic protection systems, connections, and any other structures, shall be computed using the outside dimensions of the structures; and

5. The highway space occupied by overhead communications lines shall be taken as one-fifth (1/5) cubic foot per linear foot of highway route occupied, being equivalent to a rate of forty-two cents (\$0.42) per linear foot ($\$2.10 \times 1/5 = \0.42).

F. The Base Annual Fee shall be calculated as set forth in subsection 2.E., above, and adjusted each calendar year, including the year of granting of this franchise, on the applicable Fee Payment Date in accordance with the following formula to derive

the Annual Franchise Fee, provided however, in no event shall the Annual Franchise Fee be less than seven thousand five hundred dollars (\$7,500).

1. The base franchise fee shall adjust annually on January 1st of each calendar year by an amount equal to one hundred percent (100%) of the increase in the "Consumer Price Index for all Urban Consumers ("CPI-U") for the Los Angeles-Long Beach-Anaheim California Metropolitan Area (1982-84=100), All Items," as published by the United States Department of Labor, Bureau of Labor Statistics/Office of Information ("Bureau"), shall be defined as the "index," and such index as it stands on December 1, 2021 (i.e., 297.925), shall be defined as the "base index," and the index for the month of September immediately preceding the Fee Payment Date shall be defined as the "current index").

2. If the current index differs from the base index, then the Base Annual Fee shall increase or decrease by the percentage increase or decrease between the current index and the base index, provided that, if the current index drops below the base index, no adjustment shall be made. The Base Annual Fee shall be multiplied by an adjustment factor determined by dividing the current index by the base index. For example, if the base index is 100 and the current index is 210, the Annual Franchise Fee shall be two hundred and ten (210) percent (i.e., $210 / 100 = 2.1 = 210\%$) times the Base Annual Fee, provided however, under no circumstances shall the multiplying factor be less than one, nor shall the Annual Franchise Fee calculated using said factor, be less than the Base Annual Fee. If the Bureau shall revise the

index, the parties hereto shall accept the method of revision for conversion recommended by the Bureau; and

3. If the Bureau discontinues the preparation or publication of the CPI-U for the area, and if no transposition table prepared by the Bureau is available applicable to the year of 1982, then the amount of each Annual Franchise Fee shall be computed by reference to such other price index as may be chosen by the County, and the County shall be the sole judge of comparability of successive indices and its determination on this point shall be final and conclusive. In no event shall the Annual Franchise Fee adjusted by reference to such other price index be less than the Base Annual Fee as set forth in subsection 2.E., above.

G. In addition to the foregoing Annual Franchise Fee, Franchisee shall also pay to:

1. The Los Angeles County Department of Public Works ("Public Works"), or before the Fee Payment Date, for each year of the life of the franchise, an initial construction charge calculated at a rate of one hundred dollars (\$100) per mile or fraction thereof for all new main lines laid during that preceding calendar year; and

2. The County Auditor-Controller, on or before the Fee Payment Date, for each year during the life of the franchise, an annual fee of twenty-five dollars (\$25) per pole-mile or portion thereof for aerial or above-ground lines, and twenty-five dollars (\$25) per mile, or portion thereof, for underground conduits for wires, cables, or

telephone or telegraph lines maintained under the franchise during the preceding calendar year.

H. The County reserves the right to change its method of calculating fees and the amount thereof, if the Board of Supervisors ("Board") determines after a public hearing that good cause exists for such change, and such change is not in conflict with the laws of the State of California.

I. Franchisee shall also pay any application fees, administrative fees, processing fees, late charges, accrued interest, and penalties required in connection with this franchise, all of which may be charged at the then-current applicable rates.

Section 3. Reports.

Franchisee shall, during the life of the franchise:

A. File with the County Auditor-Controller and Public Works, on or before the Fee Payment Date, with one copy to each, a report, verified under oath by a duly authorized representative of Franchisee, showing as of December 31 of the immediately preceding calendar year ("Franchise Report Period"), the length of the Franchisee's main lines in highways, the nominal internal diameter of such main lines, the "rate per foot per year," defined as the amount payable per linear foot per year under Section 2, and the computation of the total amount of the Annual Franchise Fee due to the County, together with such data as is necessary in the opinion of the County Auditor-Controller

and/or Public Works to calculate or verify the calculation of the Annual Franchise Fee as required by subsection 2.B.

B. Show in the report prepared pursuant to subsection 3.A., above, any change in franchise footage since the end of the most recent Franchise Report Period, segregating such footage as to new main lines laid, old main lines removed, old main lines abandoned in place, including the internal diameter of such main lines laid, removed, and/or abandoned in place; the footage of new conduits laid for wires, cables, telegraph lines or telephone lines, old conduits removed, old conduits abandoned in place; the diameter of such conduits laid, removed, and/or abandoned in place; and the footage and internal diameter of main lines and conduits in territory annexed or incorporated since the last day of the most recent Franchise Report Period.

C. File with Public Works, on or before the Fee Payment Date, a report showing the permit number of each permit obtained for the installation of new main lines and conduits during the most recently completed Franchise Report Period, together with the length and size of such main lines and conduits.

D. Within one year of the operative date of this ordinance:

1. Prepare and submit to Public Works procedures and a schedule for conducting routine and as-needed safety inspections and integrity testing ("Testing") of Franchisee's inactive pipelines ("Inactive Pipelines"), in compliance with all applicable federal, State, and local pipeline laws and regulations and the Los Angeles County Code (collectively "Pipeline Laws"). Inactive Pipelines are defined as Franchisee's

static, idle, inactive, and out-of-service pipelines, excluding any water or wastewater pipelines.

2. Perform Testing of Franchisee's Inactive Pipelines through an independent third-party testing company, with oversight by appropriate agencies, or as may otherwise be requested by Franchisee and approved by Public Works, in compliance with the Pipeline Laws.

3. Provide evidence satisfactory to Public Works that each Pipeline not currently in use, in compliance with the Pipeline Laws, has either: (1) undergone required Testing and been approved for active use, or (2) been approved for removal or abandoned in place.

E. Comply with the Pipeline Laws, including but not limited to those pertaining to Testing, operating, and maintaining, as applicable, with respect to all of Franchisee's pipelines that are in active use or have been abandoned, throughout the term of the franchise.

Section 4. Late Payments.

A. In the event Franchisee fails to make any of the payments provided for herein on or before the dates they are due, Franchisee shall pay a late charge of ten percent (10%) of the amount due, said ten percent (10%) being due on the sixty-first (61st) day after the original due date.

B. In the event full payment of any rate, payment, or fee, including the ten percent (10%) late charge, is not received within ninety (90) days after the due date, an

assessment of interest shall accrue on the unpaid balance at ten percent (10%) per month, beginning on the ninety-first (91st) day after the due date until full payment is received. Should the franchise payment not be provided to the County, County reserves the right to terminate the franchise. Upon termination of this franchise, operation of the facilities covered by the franchise would no longer be authorized, and Franchisee will be liable for costs associated with such termination, including but not limited to the costs of abandonment and/or removal of Franchisee's facilities. This term shall survive the expiration of this franchise.

Section 5. Indemnification, Insurance, and Bonding.

Franchisee shall meet the following indemnification, insurance, and bonding requirements:

A. Franchisee shall indemnify, defend, and hold harmless, the County and its special districts, elected and appointed officers, employees, and agents ("County's Agents") from and against any and all expenses, costs, fees, damages, claims, liabilities, and lawsuits of any nature, including, without limitation, those involving, relating to, or asserting bodily injury, personal injury, death, property damage, encroachment or encumbrance upon property rights or interests, infringement of property rights or interests, loss of property value, defense costs, attorneys' fees, workers' compensation benefits, expenses, and damages of any other type (collectively "Claims"), that relate to or arise from: (1) County's grant and/or extension of the

franchise; (2) Franchisee's use or exercise of the franchise and/or the operations or services provided by Franchisee, its employees, agents, servants, receivers, contractors, subcontractors, successors, or assignees ("Franchisee's Agents") in connection with the franchise; and/or (3) any acts or omissions of Franchisee, Franchisee's Agents, or any person in connection with activities or work conducted or performed pursuant to the franchise and/or arising out of such activities or work. In furtherance of, and in no way limiting the foregoing, Franchisee shall indemnify, defend, and hold harmless the County and the County's Agents from and against any and all Claims that relate to, arise from, or involve pollution, contamination, degradation, and/or environmental compliance, relating to, arising from, or involving the franchise, or Franchisee's use or exercise thereof, including, but not limited to, any Claims arising from or relating to any threatened, actual, or alleged discharge, dispersal, release, or escape of any substance, including, but not limited to, any pollutant or contaminant of any kind, into or upon any person, thing, or place, including the land, soil, atmosphere, man-made structure, and/or any above or below ground watercourse or body of water.

The Franchisee shall not be obligated to indemnify the County and County's agents for liability and expense arising from the active negligence of the County and the County's agents (from prior ordinance)

B. Public Works shall be immediately notified by Franchisee of any discharge, release, or escape of any petroleum, oil, gas, gasoline, other liquid hydrocarbon products, wet gas, industrial gas, chemicals, steam, water, wastewater,

mud, or other substances from Franchisee's pipelines and appurtenances within the franchise area. All actions to investigate, remove, or remediate any substance reasonably demonstrated to be discharged, dispersed, released, or escaped from Franchisee's pipelines, and to repair or restore Franchisee's pipelines and appurtenances shall be the sole responsibility of Franchisee and shall be conducted by Franchisee or Franchisee's agents, in conformance with any and all laws, ordinances, rules, regulations, requirements, and orders whatsoever, present or future, of the federal, State, County, or other applicable local government at Franchisee's sole cost and expense, and shall be immediately undertaken by Franchisee or Franchisee's agents. If Franchisee fails to take any action required pursuant to this Section, the County may, but shall not be obligated to, take all actions it deems appropriate at Franchisee's sole expense. Upon written demand by the County, Franchisee shall reimburse the County for all County expenses reasonably incurred in connection with the County's actions, including, but not limited to, all direct and indirect costs relating to investigation, remediation, and removal.

C. Without limiting Franchisee's indemnification of the County or the County's Agents, Franchisee shall provide and maintain at its own expense, during the term of this franchise, the following programs of insurance. Such programs and evidence of insurance are required to be satisfactory to the County, and shall be primary to, and not contributing with, any other insurance or self-insurance programs maintained by the County.

1. Certificate(s) or other evidence of coverage satisfactory to the County shall be delivered to Public Works on or before the operative date of this franchise ordinance, and on or before the expiration date of each term of insurance.

Such certificates or other evidence of coverage shall:

- a. Specifically identify this franchise ordinance;
- b. Clearly evidence all insurance required in this franchise ordinance;
- c. Contain the express condition that the County is to be given written notice by registered mail at least thirty (30) days in advance of any modification, non-renewal, cancellation, or termination of any program of liability insurance, and at least thirty (30) days in advance of any modification, non-renewal, cancellation, or termination of any program of Workers' Compensation or other insurance required by this Section;
- d. Include a copy of the additional insured endorsement to the commercial general liability policy, adding the County and County's Agents as additional insureds for all activities arising from this franchise; and
- e. Show Franchisee's insurance as primary to the County's insurance and self-insurance programs. This may be evidenced by adding a statement to the additional insured endorsement required in subsection (d) stating: "It is further agreed that the insurance afforded by this policy is primary to any insurance or self-insurance programs maintained by the additional insureds, and the additional insureds'

insurance and self-insurance programs are excess and non-contributing to Named Insured's insurance."

2. The County reserves the right to require copies of Franchisee's insurance policies at the County's request.

3. Insurance is to be provided by an insurance company with an A. M. Best rating of not less than A:VII, unless otherwise approved by the County.

4. Franchisee agrees to release the County and the County's Agents and waive its rights of recovery against them under the insurance policies specified in this franchise ordinance.

5. Such insurance shall be endorsed naming the County and the County's Agents as additional insureds, and shall include, but not be limited to:

a. Commercial General Liability insurance written on a commercial general liability form (ISO policy form CG 00 01, or its equivalent, unless otherwise approved by the County), with a combined single limit of not less than fifteen million dollars (\$15,000,000) per occurrence.

i. If written on a claims-made form, such insurance shall be endorsed to provide an extended reporting period of not less than two (2) years following termination or cancellation of this franchise.

b. Comprehensive Auto Liability insurance (written on ISO policy form CA 00 01, or its equivalent, unless otherwise approved by the County),

endorsed for all owned, non-owned, and hired vehicles with a limit of not less than one million dollars (\$ 1,000,000) per occurrence.

c. Environmental Impairment Liability insurance, which insures liability for environmental impairment including cleanup cost endorsed for "Sudden and Accidental" contamination or pollution. Such coverage shall be in an amount and form to meet all applicable state and federal requirements but in no event less than thirty million dollars (\$30,000,000) per occurrence.

6. A program of Workers' Compensation insurance in an amount and form to meet all applicable requirements of the California Labor Code and the "Longshoreman and Harbor Worker Compensation Act," (33 U.S.C. § 901 et seq., as it may hereafter be amended, including Employer's Liability with not less than a one million dollar (\$1,000,000) limit, covering all persons providing services on behalf of Franchisee and all persons Franchisee is legally required to cover.

D. Franchisee shall furnish Public Works, within thirty (30) days of the operative date of this ordinance, and within thirty (30) days of the expiration date of each term of insurance, either certified copies of the policies required by subsection 5.C. or a certificate of insurance for each of said policies executed by Franchisee's insurance agent, or by the company issuing the policy, certifying that the policy is in force.

E. Within thirty (30) days following the operative date of this franchise ordinance, Franchisee shall provide to Public Works a faithful performance bond in the

sum of not less than one hundred thousand dollars (\$ 100,000), payable to the County of Los Angeles and executed by a corporate surety acceptable to the County and licensed to transact business as a surety in the State of California. Such bond shall be conditioned upon the faithful performance by Franchisee of the terms and conditions of this franchise and shall provide that, in case of the breach of any condition of this franchise, the whole amount of the penal sum of one hundred thousand dollars (\$100,000), or any portion thereof, and shall be immediately payable to the County by the principal and surety(ies) of the bond.

1. Throughout the term of this franchise, Franchisee shall maintain the faithful performance bond in the amount specified herein. Within ten (10) business days after receipt of notice from the County that any amount has been withdrawn from the bond as provided in this section, Franchisee shall immediately restore the bond to the full amount specified herein.

2. The faithful performance bond shall continue to exist for one year following the County's approval of any sale, transfer, assignment, or other change of ownership of the franchise, or following the expiration or termination of this franchise. The County, in its sole discretion, may release said bond prior to the end of the one-year period upon satisfaction by Franchisee of all the obligations under the franchise.

3. At its sole option, the County may accept Certificates of Deposit, Cash Deposits, irrevocable letters of credit, or U.S. Government Securities in lieu of, or in addition to, commercial bonds to meet the above bonding requirements. Such

alternative instruments shall be made payable to the County and shall be deposited with the County's Auditor-Controller and/or Treasurer and/or Treasurer Tax Collector, as applicable.

F. The types and amounts of said insurance coverage and bonding shall be subject to review and reasonable adjustment by the County, in its sole discretion, at any time during the term of the franchise. In the event of such adjustment, Franchisee agrees to obtain said adjusted insurance coverage and bonding, in type(s) and amount(s) determined by the County, within thirty (30) days after written notice from the County.

G. Failure on the part of Franchisee to procure or maintain the required insurance and bonding, or to provide evidence of current insurance and bonding, shall constitute a material breach of the terms of this franchise upon which the County may immediately terminate or suspend this franchise.

H. It is the obligation of Franchisee to provide evidence of current insurance policies and bonding. Any franchise operations shall not commence until Franchisee has complied with the provisions of this Section, and any operations shall be suspended during any period that Franchisee fails to obtain or maintain the insurance and bonding required hereunder.

Section 6. Transfers and Assignments.

A. Franchisee shall not sell, transfer (including stock transfer), exchange, assign, lease, or divest itself of the franchise or any part thereof (each of which is

hereinafter referred to as an "Assignment"), to any other person or entity ("Transferee"), except as provided in this section and after payment of a transfer fee as detailed in subsection 6.G., below.

B. Franchisee shall inform Public Works of any pending Assignment, except as excluded in subsection 6.E., and shall provide all documents requested by the County, as set forth in subsection 6.F. Consent to any such Assignment shall only be refused if the County finds that Franchisee is not in compliance with the terms and conditions of the franchise and/or that the proposed Transferee, as applicable, is lacking in sufficient experience and/or financial ability to meet the franchise obligations. Consent shall be conditioned upon the terms and conditions set forth in the Assignment documents delivered to Public Works, the assumption by the Transferee, as applicable, of all Franchisee's covenants and obligations under the franchise, and all information provided to the County under subsection 6.F., below, being true and correct as of completion of the Assignment. Upon receipt of such consent from the County, Franchisee may proceed to consummate the Assignment.

C. Franchisee shall file with Public Works, within thirty (30) days after the effective date of any Assignment, certified copies of the duly executed instrument(s) that officially evidence(s) such Assignment. If any such duly executed instrument is not filed with Public Works within thirty (30) days after the effective date of such proposed assignment, or if any condition to consent by the County has not been met, then the

County may determine, and then notify Franchisee and the proposed Transferee, that the Assignment has no force or effect and/or that the franchise is forfeited.

D. As a condition to granting consent to such Assignment, the County may impose such additional terms, and conditions upon the proposed Transferee as the Board deems to be in the public interest. Nothing contained herein shall be construed to grant Franchisee the right to complete an Assignment except in the manner aforesaid, whether by operation of law, by voluntary act of Franchisee, or otherwise.

E. Notwithstanding the foregoing, shareholders, partners, and/or any other person or entity owning an interest in Franchisee may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein without the consent of the County so long as such sale, transfer, exchange, Assignment, divestment, or other change, including a merger, does not result in giving majority control of Franchisee to any person or persons, corporation, partnership, or legal entity other than the person or entity with the controlling interest in Franchisee on the effective date of the franchise or the effective date of the last approved Assignment. Otherwise, consent thereof shall be required as otherwise provided in this Section.

F. Except for any Assignments made pursuant to subsection 6.E., upon notice by Franchisee of any proposed Assignment, the proposed Transferee shall submit an Assignment application to Public Works, which shall contain at a minimum:

1. Identification of the proposed Transferee which indicates the corporate or business entity organization, including the submission of copies of the

corporate or business formation papers (e.g., articles of incorporation and by-laws, limited partnership agreements, operating agreements), and the names and addresses of any parent or subsidiary of the proposed Transferee(s), or any other business entity owning or controlling the proposed Transferee in part or in whole.

2. A current financial statement, which has been audited by a certified public accountant, demonstrating conclusively to the satisfaction of the County that the proposed Transferee has all of the financial resources necessary to carry out all of the terms and conditions of the franchise. The financial statement shall include a balance sheet, a profit and loss statement for at least the three (3) most recent years, and a statement of changes in financial position; however, if the proposed Transferee has been in existence for less than three (3) years, then for such period of existence.

3. A copy of the proposed agreement of sale, letter of understanding, or other documentation which details the proposed Assignment ("Assignment Documents").

4. Other information that may be required by the County to assess the capability of the proposed Transferee to operate and maintain the franchise.

G. The transfer fee of ten thousand dollars (\$10,000) shall be submitted with Franchisee's request for the County's consent to any Assignment described in subsection 6.A., and pay the County's actual costs to process the proposed Assignment application, including any consultant's fees incurred by the County to assist in evaluating the application, exceed the fees detailed above, Franchisee and the

proposed Transferee may be required to pay any additional costs incurred by the County in processing the request for Assignment. Such additional costs shall be paid by Franchisee and the proposed Transferee, or either, prior to final consideration of the request by the County or the Board, as applicable.

Section 7. Parental Guaranty.

On or before the Effective Date of the Franchise, Franchisee shall file and thereafter at all times during the life of the Franchise keep on file with the County a parental guaranty from RMX Resources LLC, or other parent company. A copy of the form parental guaranty is attached hereto as Exhibit “_”.

Section 8. Removal or Abandonment of Facilities.

A. At the time of expiration, revocation, or termination of this franchise or of the permanent discontinuance of the use of its pipes and appurtenances, Franchisee shall, within 30 days thereafter, make a written application to Public Works for permission to engage in one of the following in accordance with applicable federal, state, and local laws and regulations: (1) abandon all, or a portion, of such pipes and appurtenances in place; or (2) remove all, or a portion, of such pipes and appurtenances. Such application will describe the pipes and appurtenances desired to be abandoned by reference to the map or maps required by this Franchise and will describe with reasonable accuracy the relative physical condition of the pipes and appurtenances. Public Works will determine whether any abandonment, removal or transfer that is proposed may be affected without detriment to the public interest or

under what conditions the proposed abandonment, removal or transfer may be safely effected and will then notify the Franchisee of any such requirements and to either remove all, or a portion of such pipes and appurtenances, or abandon in place all, or a portion, of such pipes and appurtenances. If, for any reason, Franchisee suspends operations of any of the pipes and appurtenances contained in this Franchise for a period more than 90 days, Franchisee will notify Public Works. During this period of suspended operations, the Franchisee will maintain said pipes and appurtenances in accordance with all applicable Federal and/or State standards as directed by the California State Fire Marshal.

B. If any pipes and appurtenances to be abandoned in place subject to prescribed conditions are not abandoned in accordance with all such conditions, then Public Works may make additional appropriate orders at its sole discretion, including, an order that the Franchisee remove all such pipes and appurtenances in accordance with applicable requirements. In the event the Franchisee fails to remove any pipes and appurtenances which it is obligated to remove in accordance with such applicable requirements within such time as may be prescribed by Public Works, then Public Works may remove such pipes and appurtenances at the Franchisee's expense and the Franchisee will pay to the County within 60 days after delivery of an itemized bill the cost of removal including, but not limited to, reasonable overhead expenses in the sum no greater than an additional 30% of the actual cost of such work.

C. Abandoned pipelines on County highways remain property of the Franchisee. Should the abandoned pipelines interfere with future utility or underground facility said pipelines would be removed by others as necessary.

D. For the purposes of the payment of fees provisions in Section 2 of this franchise, facilities shall exist as such until (1) inspection reports of Public Works indicate the work of removal has been done to its satisfaction or (2) in the case of facilities to be abandoned in-place.

E. This Section will survive the termination or expiration of this Franchise.

Section 9. Relocation of Pipelines.

In the event Franchisee receives notice from the County, a city, or any other public entity to relocate its pipelines and appurtenances, if Franchisee neglects or fails to relocate its facilities in a timely manner and in accordance with applicable federal, state, and local laws and regulations after receipt of any such notice, Franchisee shall be solely responsible for, and shall reimburse the County, city, and any other applicable public entities, any and all costs or expenses incurred by the County, city, and other applicable public entities, due to, or resulting from, such neglect or failure with respect to relocation of the facilities.

Section 10. Pipeline Franchise Ordinance.

Franchisee acknowledges that it must comply with all applicable federal, state, and local laws and regulations, including the County Code, as may be amended hereafter, to the extent Franchisee continues to conduct activities within the County's

right-of-way, and/or Franchisee's facilities continue to occupy the County's right-of-way, following the termination or expiration of this franchise.

Section 11. County Addresses.

All fee payments and reports required hereunder, except those expressly directed to be sent to Public Works, shall be sent to the County and addressed as follows:

Franchise/Concessions Section
County of Los Angeles
Office of the Auditor-Controller
Administrative Services, Room 515
500 West Temple Street
Los Angeles, California 90012-2713

Applications, reports, notices, and other documents and information referenced in this franchise shall be sent to the County, at the same address referenced above, with a copy to:

Los Angeles County Public Works
Attn: Survey/Mapping & Property Management Division
900 South Fremont Avenue
Alhambra, California 91803

Any notice, request, instruction, or other document to be given to Franchisee shall be addressed as follows:

Matrix Oil Corporation
c/o Jonathan Gregory
459 West Rd
La Habra Heights, CA 90631

Section 12. Franchise Ordinance Operative Date.

The operative date of this franchise ordinance shall be May 25, 2023.

Section 13. Termination.

If Franchisee fails to comply with any of the requirements of the franchise, the County may, in its sole discretion, terminate the franchise and/or seek any and all available remedies at law or in equity.

Matrix Pipeline, L.P. Proprietary Pipeline

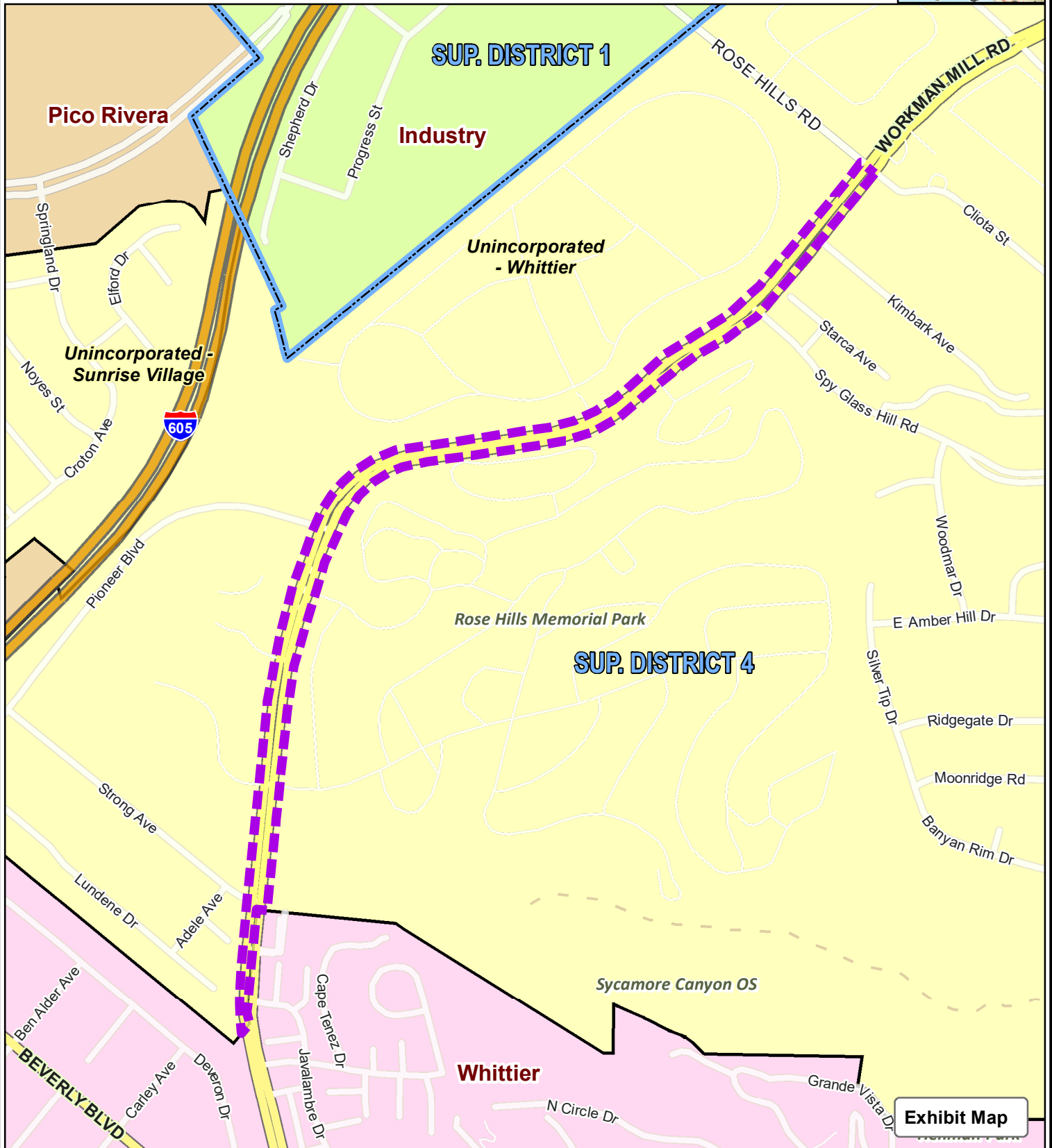


Exhibit Map



- Franchise Boundary
- Supervisorial District

Unincorporated County Area

P:\mppub\MAPSVCS\CUSTOM_MAPS\SMPM\Acq&Rev\Pipeline Franchise\MXD\20221108_SMPM_Matrix Pipeline.mxd
DATE: Dec 29, 2022 Mapping & GIS Services, SMPM (MTHONG)

This map shows only pipelines available in Public Works database. The County of Los Angeles and its Department of Public Works do not represent or warrant that the information on this map is error-free, accurate, current, or complete. The County of Los Angeles and its Department of Public Works are not liable for any errors or omissions on this map.



0 500
Feet

Enclosure B

ANALYSIS

This ordinance grants a proprietary petroleum pipeline franchise to Matrix Pipeline, L.P., a California Limited Partnership ("Franchisee") to collect, transport, and distribute petroleum and other petroleum products for a period of five (5) years, beginning on May 25, 2023, and expiring on May 24, 2028. The base annual fee payable to the County of Los Angeles by Franchisee will be determined according to a formula contained in Section 2 of this franchise ordinance. Franchisee will also pay a granting fee of ten thousand dollars (\$10,000).

DAWYN R. HARRISON
Interim County Counsel

By

ORDINANCE NO. _____

An ordinance granting a proprietary petroleum pipeline franchise to Matrix Pipeline, L.P., a California Limited Partnership for a period of five (5) years, beginning on May 25, 2023, and expiring on May 24, 2028.

The Board of Supervisors of the County of Los Angeles ordains as follows:

Section 1. Franchise Term; Grant.

The right, privilege, and franchise is granted to Matrix Pipeline, L.P., a California Limited Partnership ("Franchisee"), and its successors and assigns, for the period of five (5) years, beginning on May 25, 2023, to lay, construct, reconstruct, operate, maintain, renew, repair, change the size of, remove, or abandon in place, pipes and pipelines for the collection, transportation, or distribution of petroleum, oil, gas, gasoline or other liquid hydrocarbon products, wet gas, industrial gas, chemicals, mud, steam, water, waste water, and other liquid substances, excluding any hazardous substances or hazardous waste within the meaning of the "Comprehensive Environmental Response Compensation and Liability Act of 1980," 42 U.S.C. § 9601 et seq., as it may hereafter be amended, and the "Federal Water Pollution Control Act," 33 U.S.C. § 1251 et seq., as it may hereafter be amended, together with all manholes, valves, cathodic protection systems, appurtenances, and connections necessary or appropriate for the operation of said pipes or pipelines, including poles, conduits, wires, or cables for adjunct communications lines, and other appurtenances and equipment for telegraph or telephone lines, or both, necessary or appropriate solely for Franchisee's operations in, under, along, or across any and all highways, as defined in Section 16.36.080 of the

Los Angeles County Code, now or hereafter dedicated to public use within the unincorporated territory of the County of Los Angeles ("County"), State of California, and depicted on the Exhibit Map attached to the proposed ordinance attached hereto, any additional unincorporated territory of the County for Los Angeles, State of California, that may be added to the Franchisee's petroleum services area(s) during the term of the franchise.

West Whittier Area:

Those unincorporated areas of the County, lying within the following described boundaries:

All of Workman Mill Road within the unincorporated areas of the County, lying northerly of the centerline of Beverly Boulevard, in the City of Whittier, California, and lying southerly of the southeasterly prolongation of the centerline of Rose Hills Road, in the unincorporated territory of the County, as said centerlines existed on June 1, 2001.

Section 2. Consideration; Payment of Fees.

During such time as Franchisee's operations and rates for transportation are considered to be subject to the provisions of section 6231.5 of the California Public Utilities Code, the consideration shall be calculated pursuant to said section or other maximum amount permitted by law.

A. Granting Fee. As consideration for the Franchise granted, transferred, extended or otherwise amended, Franchisee shall pay the County a fee of ten thousand dollars (\$10,000) within thirty (30) days after the adoption of this ordinance.

B. Annual Franchise Fee. As additional consideration for a franchise granted or extended, Franchisee shall pay annually in arrears, on or before April 15 following the end of each calendar year ("Fee Payment Date"), for each year during the life of the franchise, to the County, in lawful money of the United States, a franchise fee computed annually ("Annual Franchise Fee"), as set forth below.

C. The Annual Franchise Fee payment by Franchisee shall accrue to the County on January 1 of each year for the highway space occupied by Franchisee's facilities as of December 31 of the calendar year immediately preceding the applicable Fee Payment Date. The Annual Franchise Fee shall be comprised of the "Base Annual Fee," which shall be adjusted by the ratio of the price index as set forth in subsection 2.F., below, and computed to the nearest tenth (1/10) of a cent. The Base Annual Fee shall be calculated according to the highway space occupied by the pipelines and/or conduits, including the protective coverings, pipe casings, pipe connections, and any other appurtenance(s), such as manholes, valves, cathodic protection systems, connections, and any other structure(s). The Base Annual Fee shall be calculated at the rate of two dollars and ten cents (\$2.10) per cubic foot of highway space occupied, as set forth in subsection 2.E., below.

D. To calculate the volume of highway space occupied by Franchisee's pipes and conduits (metal or plastic), the nominal internal diameter of the pipes and conduits shall be adjusted upward as follows:

1. The adjusted diameter of metal pipes and conduits shall be one (1) inch greater than the nominal internal diameter of such pipes and conduits;
2. The adjusted diameter of plastic pipes and conduits shall be two (2) inches greater than the nominal internal diameter of such pipes and conduits; and
3. In no event shall the adjusted diameter of any pipe or conduit (metal or plastic) be less than six (6) inches.

E. The Base Annual Fee shall be calculated in accordance with the following:

1. The rate set forth in subsection 2.C., above, of two dollars and ten cents (\$2.10) per cubic foot of highway space occupied, shall be used to calculate a Base Annual Fee as provided herein.

The adjusted diameter of pipe and conduit shall be used to determine the applicable linear footage base rate per one (1) foot of highway space occupied as set forth in the schedule of base rates, below:

A	B	C
Adjusted Diameter of Pipe and Conduit (In Inches)	Volume Per Foot in Cubic Feet	Base Rate Per Linear Foot (Based on \$2.10 Per Cubic Feet)
6.00	0.1964	\$0.41
7.00	0.2673	\$0.56
8.00	0.3491	\$0.73
9.00	0.4418	\$0.93
10.00	0.5454	\$1.15
11.00	0.6600	\$1.39
12.00	0.7854	\$1.65
13.00	0.9218	\$1.94
14.00	1.0690	\$2.24
15.00	1.2272	\$2.58
16.00	1.3963	\$2.93

17.00	1.5763	\$3.31
18.00	1.7672	\$3.71
19.00	1.9690	\$4.13
20.00	2.1817	\$4.58
21.00	2.4053	\$5.05
22.00	2.6398	\$5.54
23.00	2.8853	\$6.06
24.00	3.1416	\$6.60
25.00	3.4089	\$7.16
26.00	3.6870	\$7.74
27.00	3.9761	\$8.35
28.00	4.2761	\$8.98
29.00	4.5870	\$9.63
30.00	4.9088	\$10.31
31.00	5.2415	\$11.01
32.00	5.5851	\$11.73
33.00	5.9396	\$12.47
34.00	6.3050	\$13.24
35.00	6.6814	\$14.03
36.00	7.0686	\$14.84

2. The linear footage base rate (depicted in column C, above) is derived based on the following:

$$Pi = 3.1416$$

$$r = \text{radius of pipe or conduit (in inches)} = \text{"adjusted diameter" (in inches)} / 2$$

$$L = \text{length of pipe or conduit (in inches)}$$

$$L / 12 = \text{length of pipe or conduit (in feet)}$$

$$\text{Volume of pipe or conduit (in cubic inches)} = Pi \times r^2 \times L$$

$$\text{Volume of pipe or conduit (in cubic feet)} = Pi \times r^2 \times L / 1,728 \text{ inches}$$

$$\text{Base Annual Fee} = \text{Volume of pipe or conduit (in cubic feet)} \times \$2.10 \text{ per cubic foot}$$

$$= [Pi \times r^2 \times L / 1,728 \text{ inches}] \times \$2.10$$

Linear footage base rate = Base Annual Fee per linear foot of pipe

= $[(\pi \times r^2) \times (12 \text{ inches} / 1,728 \text{ inches}) \times \$2.10]$

Base Annual Fee = Linear footage base rate x Length of pipe or conduit

(in feet) = $[(\pi \times r^2) \times (12 \text{ inches} / 1,728 \text{ inches}) \times \$2.10] \times (L / 12 \text{ inches}) = [\pi \times r^2 \times L / 1,728 \text{ inches}] \times \$2.10;$

3. For pipelines with an adjusted diameter greater than six (6) inches and not listed above, the fees shall be in the same proportion to the fees of a twelve (12) inch diameter pipe as the diameter of the unlisted pipe is to twelve (12) inches;

4. The volume of highway space occupied by any other appurtenance(s), such as manholes, valves, cathodic protection systems, connections, and any other structures, shall be computed using the outside dimensions of the structures; and

5. The highway space occupied by overhead communications lines shall be taken as one-fifth (1/5) cubic foot per linear foot of highway route occupied, being equivalent to a rate of forty-two cents (\$0.42) per linear foot ($\$2.10 \times 1/5 = \0.42).

F. The Base Annual Fee shall be calculated as set forth in subsection 2.E., above, and adjusted each calendar year, including the year of granting of this franchise, on the applicable Fee Payment Date in accordance with the following formula to derive

the Annual Franchise Fee, provided however, in no event shall the Annual Franchise Fee be less than seven thousand five hundred dollars (\$7,500).

1. The base franchise fee shall adjust annually on January 1st of each calendar year by an amount equal to one hundred percent (100%) of the increase in the "Consumer Price Index for all Urban Consumers ("CPI-U") for the Los Angeles-Long Beach-Anaheim California Metropolitan Area (1982-84=100), All Items," as published by the United States Department of Labor, Bureau of Labor Statistics/Office of Information ("Bureau"), shall be defined as the "index," and such index as it stands on December 1, 2021 (i.e., 297.925), shall be defined as the "base index," and the index for the month of September immediately preceding the Fee Payment Date shall be defined as the "current index").

2. If the current index differs from the base index, then the Base Annual Fee shall increase or decrease by the percentage increase or decrease between the current index and the base index, provided that, if the current index drops below the base index, no adjustment shall be made. The Base Annual Fee shall be multiplied by an adjustment factor determined by dividing the current index by the base index. For example, if the base index is 100 and the current index is 210, the Annual Franchise Fee shall be two hundred and ten (210) percent (i.e., $210 / 100 = 2.1 = 210\%$) times the Base Annual Fee, provided however, under no circumstances shall the multiplying factor be less than one, nor shall the Annual Franchise Fee calculated using said factor, be less than the Base Annual Fee. If the Bureau shall revise the

index, the parties hereto shall accept the method of revision for conversion recommended by the Bureau; and

3. If the Bureau discontinues the preparation or publication of the CPI-U for the area, and if no transposition table prepared by the Bureau is available applicable to the year of 1982, then the amount of each Annual Franchise Fee shall be computed by reference to such other price index as may be chosen by the County, and the County shall be the sole judge of comparability of successive indices and its determination on this point shall be final and conclusive. In no event shall the Annual Franchise Fee adjusted by reference to such other price index be less than the Base Annual Fee as set forth in subsection 2.E., above.

G. In addition to the foregoing Annual Franchise Fee, Franchisee shall also pay to:

1. The Los Angeles County Department of Public Works ("Public Works"), or before the Fee Payment Date, for each year of the life of the franchise, an initial construction charge calculated at a rate of one hundred dollars (\$100) per mile or fraction thereof for all new main lines laid during that preceding calendar year; and

2. The County Auditor-Controller, on or before the Fee Payment Date, for each year during the life of the franchise, an annual fee of twenty-five dollars (\$25) per pole-mile or portion thereof for aerial or above-ground lines, and twenty-five dollars (\$25) per mile, or portion thereof, for underground conduits for wires, cables, or

telephone or telegraph lines maintained under the franchise during the preceding calendar year.

H. The County reserves the right to change its method of calculating fees and the amount thereof, if the Board of Supervisors ("Board") determines after a public hearing that good cause exists for such change, and such change is not in conflict with the laws of the State of California.

I. Franchisee shall also pay any application fees, administrative fees, processing fees, late charges, accrued interest, and penalties required in connection with this franchise, all of which may be charged at the then-current applicable rates.

Section 3. Reports.

Franchisee shall, during the life of the franchise:

A. File with the County Auditor-Controller and Public Works, on or before the Fee Payment Date, with one copy to each, a report, verified under oath by a duly authorized representative of Franchisee, showing as of December 31 of the immediately preceding calendar year ("Franchise Report Period"), the length of the Franchisee's main lines in highways, the nominal internal diameter of such main lines, the "rate per foot per year," defined as the amount payable per linear foot per year under Section 2, and the computation of the total amount of the Annual Franchise Fee due to the County, together with such data as is necessary in the opinion of the County Auditor-Controller

and/or Public Works to calculate or verify the calculation of the Annual Franchise Fee as required by subsection 2.B.

B. Show in the report prepared pursuant to subsection 3.A., above, any change in franchise footage since the end of the most recent Franchise Report Period, segregating such footage as to new main lines laid, old main lines removed, old main lines abandoned in place, including the internal diameter of such main lines laid, removed, and/or abandoned in place; the footage of new conduits laid for wires, cables, telegraph lines or telephone lines, old conduits removed, old conduits abandoned in place; the diameter of such conduits laid, removed, and/or abandoned in place; and the footage and internal diameter of main lines and conduits in territory annexed or incorporated since the last day of the most recent Franchise Report Period.

C. File with Public Works, on or before the Fee Payment Date, a report showing the permit number of each permit obtained for the installation of new main lines and conduits during the most recently completed Franchise Report Period, together with the length and size of such main lines and conduits.

D. Within one year of the operative date of this ordinance:

1. Prepare and submit to Public Works procedures and a schedule for conducting routine and as-needed safety inspections and integrity testing ("Testing") of Franchisee's inactive pipelines ("Inactive Pipelines"), in compliance with all applicable federal, State, and local pipeline laws and regulations and the Los Angeles County Code (collectively "Pipeline Laws"). Inactive Pipelines are defined as Franchisee's

static, idle, inactive, and out-of-service pipelines, excluding any water or wastewater pipelines.

2. Perform Testing of Franchisee's Inactive Pipelines through an independent third-party testing company, with oversight by appropriate agencies, or as may otherwise be requested by Franchisee and approved by Public Works, in compliance with the Pipeline Laws.

3. Provide evidence satisfactory to Public Works that each Pipeline not currently in use, in compliance with the Pipeline Laws, has either: (1) undergone required Testing and been approved for active use, or (2) been approved for removal or abandoned in place.

E. Comply with the Pipeline Laws, including but not limited to those pertaining to Testing, operating, and maintaining, as applicable, with respect to all of Franchisee's pipelines that are in active use or have been abandoned, throughout the term of the franchise.

Section 4. Late Payments.

A. In the event Franchisee fails to make any of the payments provided for herein on or before the dates they are due, Franchisee shall pay a late charge of ten percent (10%) of the amount due, said ten percent (10%) being due on the sixty-first (61st) day after the original due date.

B. In the event full payment of any rate, payment, or fee, including the ten percent (10%) late charge, is not received within ninety (90) days after the due date, an

assessment of interest shall accrue on the unpaid balance at ten percent (10%) per month, beginning on the ninety-first (91st) day after the due date until full payment is received. Should the franchise payment not be provided to the County, County reserves the right to terminate the franchise. Upon termination of this franchise, operation of the facilities covered by the franchise would no longer be authorized, and Franchisee will be liable for costs associated with such termination, including but not limited to the costs of abandonment and/or removal of Franchisee's facilities. This term shall survive the expiration of this franchise.

Section 5. Indemnification, Insurance, and Bonding.

Franchisee shall meet the following indemnification, insurance, and bonding requirements:

A. Franchisee shall indemnify, defend, and hold harmless, the County and its special districts, elected and appointed officers, employees, and agents ("County's Agents") from and against any and all expenses, costs, fees, damages, claims, liabilities, and lawsuits of any nature, including, without limitation, those involving, relating to, or asserting bodily injury, personal injury, death, property damage, encroachment or encumbrance upon property rights or interests, infringement of property rights or interests, loss of property value, defense costs, attorneys' fees, workers' compensation benefits, expenses, and damages of any other type (collectively "Claims"), that relate to or arise from: (1) County's grant and/or extension of the

franchise; (2) Franchisee's use or exercise of the franchise and/or the operations or services provided by Franchisee, its employees, agents, servants, receivers, contractors, subcontractors, successors, or assignees ("Franchisee's Agents") in connection with the franchise; and/or (3) any acts or omissions of Franchisee, Franchisee's Agents, or any person in connection with activities or work conducted or performed pursuant to the franchise and/or arising out of such activities or work. In furtherance of, and in no way limiting the foregoing, Franchisee shall indemnify, defend, and hold harmless the County and the County's Agents from and against any and all Claims that relate to, arise from, or involve pollution, contamination, degradation, and/or environmental compliance, relating to, arising from, or involving the franchise, or Franchisee's use or exercise thereof, including, but not limited to, any Claims arising from or relating to any threatened, actual, or alleged discharge, dispersal, release, or escape of any substance, including, but not limited to, any pollutant or contaminant of any kind, into or upon any person, thing, or place, including the land, soil, atmosphere, man-made structure, and/or any above or below ground watercourse or body of water.

The Franchisee shall not be obligated to indemnify the County and County's agents for liability and expense arising from the active negligence of the County and the County's agents (from prior ordinance)

B. Public Works shall be immediately notified by Franchisee of any discharge, release, or escape of any petroleum, oil, gas, gasoline, other liquid hydrocarbon products, wet gas, industrial gas, chemicals, steam, water, wastewater,

mud, or other substances from Franchisee's pipelines and appurtenances within the franchise area. All actions to investigate, remove, or remediate any substance reasonably demonstrated to be discharged, dispersed, released, or escaped from Franchisee's pipelines, and to repair or restore Franchisee's pipelines and appurtenances shall be the sole responsibility of Franchisee and shall be conducted by Franchisee or Franchisee's agents, in conformance with any and all laws, ordinances, rules, regulations, requirements, and orders whatsoever, present or future, of the federal, State, County, or other applicable local government at Franchisee's sole cost and expense, and shall be immediately undertaken by Franchisee or Franchisee's agents. If Franchisee fails to take any action required pursuant to this Section, the County may, but shall not be obligated to, take all actions it deems appropriate at Franchisee's sole expense. Upon written demand by the County, Franchisee shall reimburse the County for all County expenses reasonably incurred in connection with the County's actions, including, but not limited to, all direct and indirect costs relating to investigation, remediation, and removal.

C. Without limiting Franchisee's indemnification of the County or the County's Agents, Franchisee shall provide and maintain at its own expense, during the term of this franchise, the following programs of insurance. Such programs and evidence of insurance are required to be satisfactory to the County, and shall be primary to, and not contributing with, any other insurance or self-insurance programs maintained by the County.

1. Certificate(s) or other evidence of coverage satisfactory to the County shall be delivered to Public Works on or before the operative date of this franchise ordinance, and on or before the expiration date of each term of insurance.

Such certificates or other evidence of coverage shall:

- a. Specifically identify this franchise ordinance;
- b. Clearly evidence all insurance required in this franchise ordinance;
- c. Contain the express condition that the County is to be given written notice by registered mail at least thirty (30) days in advance of any modification, non-renewal, cancellation, or termination of any program of liability insurance, and at least thirty (30) days in advance of any modification, non-renewal, cancellation, or termination of any program of Workers' Compensation or other insurance required by this Section;
- d. Include a copy of the additional insured endorsement to the commercial general liability policy, adding the County and County's Agents as additional insureds for all activities arising from this franchise; and
- e. Show Franchisee's insurance as primary to the County's insurance and self-insurance programs. This may be evidenced by adding a statement to the additional insured endorsement required in subsection (d) stating: "It is further agreed that the insurance afforded by this policy is primary to any insurance or self-insurance programs maintained by the additional insureds, and the additional insureds'

insurance and self-insurance programs are excess and non-contributing to Named Insured's insurance."

2. The County reserves the right to require copies of Franchisee's insurance policies at the County's request.

3. Insurance is to be provided by an insurance company with an A. M. Best rating of not less than A:VII, unless otherwise approved by the County.

4. Franchisee agrees to release the County and the County's Agents and waive its rights of recovery against them under the insurance policies specified in this franchise ordinance.

5. Such insurance shall be endorsed naming the County and the County's Agents as additional insureds, and shall include, but not be limited to:

a. Commercial General Liability insurance written on a commercial general liability form (ISO policy form CG 00 01, or its equivalent, unless otherwise approved by the County), with a combined single limit of not less than fifteen million dollars (\$15,000,000) per occurrence.

i. If written on a claims-made form, such insurance shall be endorsed to provide an extended reporting period of not less than two (2) years following termination or cancellation of this franchise.

b. Comprehensive Auto Liability insurance (written on ISO policy form CA 00 01, or its equivalent, unless otherwise approved by the County),

endorsed for all owned, non-owned, and hired vehicles with a limit of not less than one million dollars (\$ 1,000,000) per occurrence.

c. Environmental Impairment Liability insurance, which insures liability for environmental impairment including cleanup cost endorsed for "Sudden and Accidental" contamination or pollution. Such coverage shall be in an amount and form to meet all applicable state and federal requirements but in no event less than thirty million dollars (\$30,000,000) per occurrence.

6. A program of Workers' Compensation insurance in an amount and form to meet all applicable requirements of the California Labor Code and the "Longshoreman and Harbor Worker Compensation Act," (33 U.S.C. § 901 et seq., as it may hereafter be amended, including Employer's Liability with not less than a one million dollar (\$1,000,000) limit, covering all persons providing services on behalf of Franchisee and all persons Franchisee is legally required to cover.

D. Franchisee shall furnish Public Works, within thirty (30) days of the operative date of this ordinance, and within thirty (30) days of the expiration date of each term of insurance, either certified copies of the policies required by subsection 5.C. or a certificate of insurance for each of said policies executed by Franchisee's insurance agent, or by the company issuing the policy, certifying that the policy is in force.

E. Within thirty (30) days following the operative date of this franchise ordinance, Franchisee shall provide to Public Works a faithful performance bond in the

sum of not less than one hundred thousand dollars (\$ 100,000), payable to the County of Los Angeles and executed by a corporate surety acceptable to the County and licensed to transact business as a surety in the State of California. Such bond shall be conditioned upon the faithful performance by Franchisee of the terms and conditions of this franchise and shall provide that, in case of the breach of any condition of this franchise, the whole amount of the penal sum of one hundred thousand dollars (\$100,000), or any portion thereof, and shall be immediately payable to the County by the principal and surety(ies) of the bond.

1. Throughout the term of this franchise, Franchisee shall maintain the faithful performance bond in the amount specified herein. Within ten (10) business days after receipt of notice from the County that any amount has been withdrawn from the bond as provided in this section, Franchisee shall immediately restore the bond to the full amount specified herein.

2. The faithful performance bond shall continue to exist for one year following the County's approval of any sale, transfer, assignment, or other change of ownership of the franchise, or following the expiration or termination of this franchise. The County, in its sole discretion, may release said bond prior to the end of the one-year period upon satisfaction by Franchisee of all the obligations under the franchise.

3. At its sole option, the County may accept Certificates of Deposit, Cash Deposits, irrevocable letters of credit, or U.S. Government Securities in lieu of, or in addition to, commercial bonds to meet the above bonding requirements. Such

alternative instruments shall be made payable to the County and shall be deposited with the County's Auditor-Controller and/or Treasurer and/or Treasurer Tax Collector, as applicable.

F. The types and amounts of said insurance coverage and bonding shall be subject to review and reasonable adjustment by the County, in its sole discretion, at any time during the term of the franchise. In the event of such adjustment, Franchisee agrees to obtain said adjusted insurance coverage and bonding, in type(s) and amount(s) determined by the County, within thirty (30) days after written notice from the County.

G. Failure on the part of Franchisee to procure or maintain the required insurance and bonding, or to provide evidence of current insurance and bonding, shall constitute a material breach of the terms of this franchise upon which the County may immediately terminate or suspend this franchise.

H. It is the obligation of Franchisee to provide evidence of current insurance policies and bonding. Any franchise operations shall not commence until Franchisee has complied with the provisions of this Section, and any operations shall be suspended during any period that Franchisee fails to obtain or maintain the insurance and bonding required hereunder.

Section 6. Transfers and Assignments.

A. Franchisee shall not sell, transfer (including stock transfer), exchange, assign, lease, or divest itself of the franchise or any part thereof (each of which is

hereinafter referred to as an "Assignment"), to any other person or entity ("Transferee"), except as provided in this section and after payment of a transfer fee as detailed in subsection 6.G., below.

B. Franchisee shall inform Public Works of any pending Assignment, except as excluded in subsection 6.E., and shall provide all documents requested by the County, as set forth in subsection 6.F. Consent to any such Assignment shall only be refused if the County finds that Franchisee is not in compliance with the terms and conditions of the franchise and/or that the proposed Transferee, as applicable, is lacking in sufficient experience and/or financial ability to meet the franchise obligations. Consent shall be conditioned upon the terms and conditions set forth in the Assignment documents delivered to Public Works, the assumption by the Transferee, as applicable, of all Franchisee's covenants and obligations under the franchise, and all information provided to the County under subsection 6.F., below, being true and correct as of completion of the Assignment. Upon receipt of such consent from the County, Franchisee may proceed to consummate the Assignment.

C. Franchisee shall file with Public Works, within thirty (30) days after the effective date of any Assignment, certified copies of the duly executed instrument(s) that officially evidence(s) such Assignment. If any such duly executed instrument is not filed with Public Works within thirty (30) days after the effective date of such proposed assignment, or if any condition to consent by the County has not been met, then the

County may determine, and then notify Franchisee and the proposed Transferee, that the Assignment has no force or effect and/or that the franchise is forfeited.

D. As a condition to granting consent to such Assignment, the County may impose such additional terms, and conditions upon the proposed Transferee as the Board deems to be in the public interest. Nothing contained herein shall be construed to grant Franchisee the right to complete an Assignment except in the manner aforesaid, whether by operation of law, by voluntary act of Franchisee, or otherwise.

E. Notwithstanding the foregoing, shareholders, partners, and/or any other person or entity owning an interest in Franchisee may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein without the consent of the County so long as such sale, transfer, exchange, Assignment, divestment, or other change, including a merger, does not result in giving majority control of Franchisee to any person or persons, corporation, partnership, or legal entity other than the person or entity with the controlling interest in Franchisee on the effective date of the franchise or the effective date of the last approved Assignment. Otherwise, consent thereof shall be required as otherwise provided in this Section.

F. Except for any Assignments made pursuant to subsection 6.E., upon notice by Franchisee of any proposed Assignment, the proposed Transferee shall submit an Assignment application to Public Works, which shall contain at a minimum:

1. Identification of the proposed Transferee which indicates the corporate or business entity organization, including the submission of copies of the

corporate or business formation papers (e.g., articles of incorporation and by-laws, limited partnership agreements, operating agreements), and the names and addresses of any parent or subsidiary of the proposed Transferee(s), or any other business entity owning or controlling the proposed Transferee in part or in whole.

2. A current financial statement, which has been audited by a certified public accountant, demonstrating conclusively to the satisfaction of the County that the proposed Transferee has all of the financial resources necessary to carry out all of the terms and conditions of the franchise. The financial statement shall include a balance sheet, a profit and loss statement for at least the three (3) most recent years, and a statement of changes in financial position; however, if the proposed Transferee has been in existence for less than three (3) years, then for such period of existence.

3. A copy of the proposed agreement of sale, letter of understanding, or other documentation which details the proposed Assignment ("Assignment Documents").

4. Other information that may be required by the County to assess the capability of the proposed Transferee to operate and maintain the franchise.

G. The transfer fee of ten thousand dollars (\$10,000) shall be submitted with Franchisee's request for the County's consent to any Assignment described in subsection 6.A., and pay the County's actual costs to process the proposed Assignment application, including any consultant's fees incurred by the County to assist in evaluating the application, exceed the fees detailed above, Franchisee and the

proposed Transferee may be required to pay any additional costs incurred by the County in processing the request for Assignment. Such additional costs shall be paid by Franchisee and the proposed Transferee, or either, prior to final consideration of the request by the County or the Board, as applicable.

Section 7. Parental Guaranty.

On or before the Effective Date of the Franchise, Franchisee shall file and thereafter at all times during the life of the Franchise keep on file with the County a parental guaranty from RMX Resources LLC, or other parent company. A copy of the form parental guaranty is attached hereto as Exhibit “_”.

Section 8. Removal or Abandonment of Facilities.

A. At the time of expiration, revocation, or termination of this franchise or of the permanent discontinuance of the use of its pipes and appurtenances, Franchisee shall, within 30 days thereafter, make a written application to Public Works for permission to engage in one of the following in accordance with applicable federal, state, and local laws and regulations: (1) abandon all, or a portion, of such pipes and appurtenances in place; or (2) remove all, or a portion, of such pipes and appurtenances. Such application will describe the pipes and appurtenances desired to be abandoned by reference to the map or maps required by this Franchise and will describe with reasonable accuracy the relative physical condition of the pipes and appurtenances. Public Works will determine whether any abandonment, removal or transfer that is proposed may be affected without detriment to the public interest or

under what conditions the proposed abandonment, removal or transfer may be safely effected and will then notify the Franchisee of any such requirements and to either remove all, or a portion of such pipes and appurtenances, or abandon in place all, or a portion, of such pipes and appurtenances. If, for any reason, Franchisee suspends operations of any of the pipes and appurtenances contained in this Franchise for a period more than 90 days, Franchisee will notify Public Works. During this period of suspended operations, the Franchisee will maintain said pipes and appurtenances in accordance with all applicable Federal and/or State standards as directed by the California State Fire Marshal.

B. If any pipes and appurtenances to be abandoned in place subject to prescribed conditions are not abandoned in accordance with all such conditions, then Public Works may make additional appropriate orders at its sole discretion, including, an order that the Franchisee remove all such pipes and appurtenances in accordance with applicable requirements. In the event the Franchisee fails to remove any pipes and appurtenances which it is obligated to remove in accordance with such applicable requirements within such time as may be prescribed by Public Works, then Public Works may remove such pipes and appurtenances at the Franchisee's expense and the Franchisee will pay to the County within 60 days after delivery of an itemized bill the cost of removal including, but not limited to, reasonable overhead expenses in the sum no greater than an additional 30% of the actual cost of such work.

C. Abandoned pipelines on County highways remain property of the Franchisee. Should the abandoned pipelines interfere with future utility or underground facility said pipelines would be removed by others as necessary.

D. For the purposes of the payment of fees provisions in Section 2 of this franchise, facilities shall exist as such until (1) inspection reports of Public Works indicate the work of removal has been done to its satisfaction or (2) in the case of facilities to be abandoned in-place.

E. This Section will survive the termination or expiration of this Franchise.

Section 9. Relocation of Pipelines.

In the event Franchisee receives notice from the County, a city, or any other public entity to relocate its pipelines and appurtenances, if Franchisee neglects or fails to relocate its facilities in a timely manner and in accordance with applicable federal, state, and local laws and regulations after receipt of any such notice, Franchisee shall be solely responsible for, and shall reimburse the County, city, and any other applicable public entities, any and all costs or expenses incurred by the County, city, and other applicable public entities, due to, or resulting from, such neglect or failure with respect to relocation of the facilities.

Section 10. Pipeline Franchise Ordinance.

Franchisee acknowledges that it must comply with all applicable federal, state, and local laws and regulations, including the County Code, as may be amended hereafter, to the extent Franchisee continues to conduct activities within the County's

right-of-way, and/or Franchisee's facilities continue to occupy the County's right-of-way, following the termination or expiration of this franchise.

Section 11. County Addresses.

All fee payments and reports required hereunder, except those expressly directed to be sent to Public Works, shall be sent to the County and addressed as follows:

Franchise/Concessions Section
County of Los Angeles
Office of the Auditor-Controller
Administrative Services, Room 515
500 West Temple Street
Los Angeles, California 90012-2713

Applications, reports, notices, and other documents and information referenced in this franchise shall be sent to the County, at the same address referenced above, with a copy to:

Los Angeles County Public Works
Attn: Survey/Mapping & Property Management Division
900 South Fremont Avenue
Alhambra, California 91803

Any notice, request, instruction, or other document to be given to Franchisee shall be addressed as follows:

Matrix Oil Corporation
c/o Jonathan Gregory
459 West Rd
La Habra Heights, CA 90631

Section 12. Franchise Ordinance Operative Date.

The operative date of this franchise ordinance shall be May 25, 2023.

Section 13. Termination.

If Franchisee fails to comply with any of the requirements of the franchise, the County may, in its sole discretion, terminate the franchise and/or seek any and all available remedies at law or in equity.

Matrix Pipeline, L.P. Proprietary Pipeline

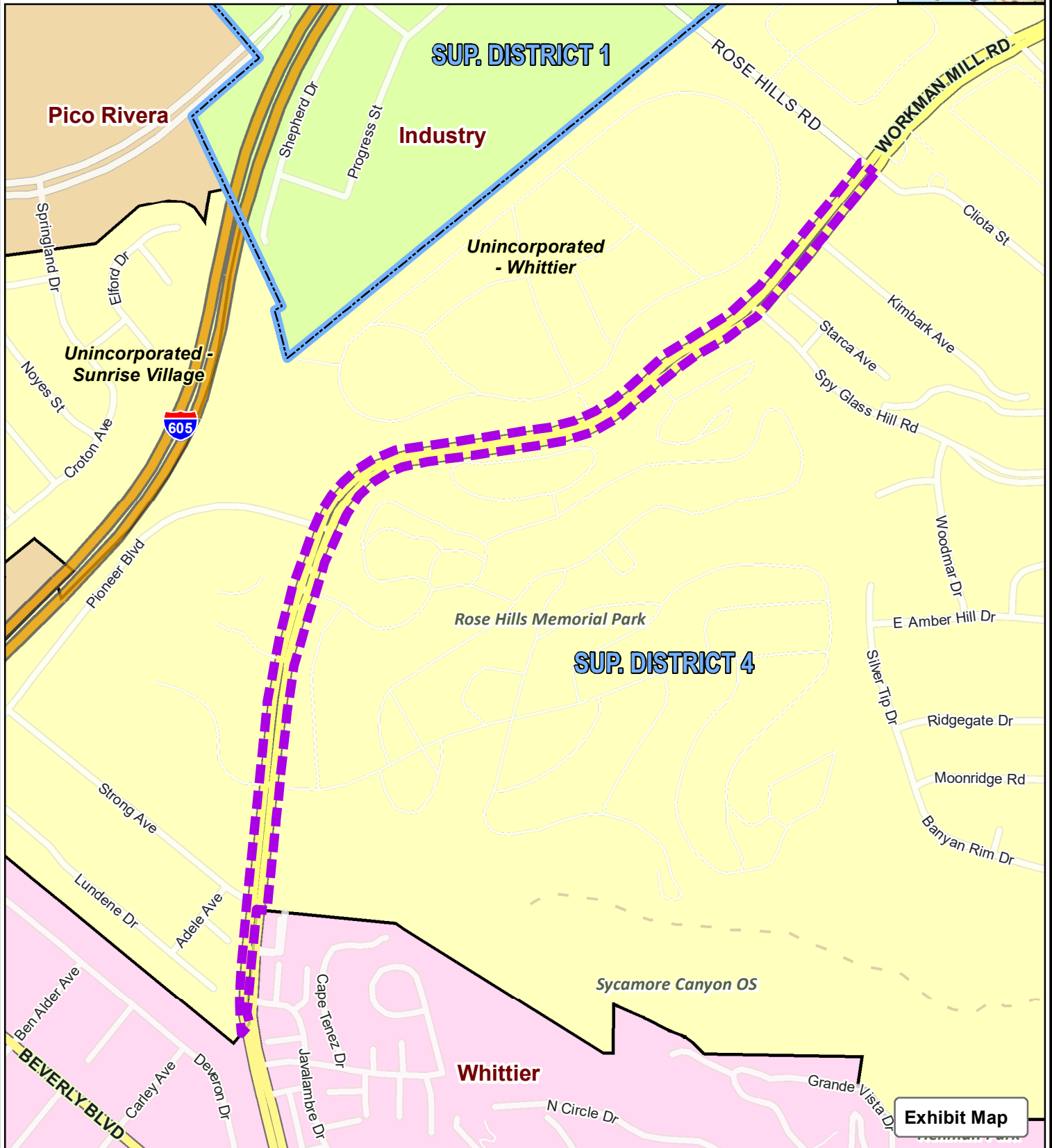


Exhibit Map



- Franchise Boundary
- Supervisorial District

Unincorporated County Area

P:\mppub\MAPSVCS\CUSTOM_MAPS\SMPM\Acq&Rev\Pipeline Franchise\MXD\20221108_SMPM_Matrix Pipeline.mxd
DATE: Dec 29, 2022 Mapping & GIS Services, SMPM (MTHONG)

This map shows only pipelines available in Public Works database. The County of Los Angeles and its Department of Public Works do not represent or warrant that the information on this map is error-free, accurate, current, or complete. The County of Los Angeles and its Department of Public Works are not liable for any errors or omissions on this map.



0 500
Feet

BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	3/1/2023	
BOARD MEETING DATE	3/21/2023	
SUPERVISORIAL DISTRICT AFFECTED	<input type="checkbox"/> All <input type="checkbox"/> 1 st <input checked="" type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input checked="" type="checkbox"/> 4 th <input type="checkbox"/> 5 th	
DEPARTMENT(S)	Public Works	
SUBJECT	TRANSPORTATION CORE SERVICE AREA RESOLUTION OF INTENTION AND INTRODUCTION OF AN ORDINANCE TO GRANT A PROPRIETARY INDUSTRIAL GAS PIPELINE FRANCHISE TO AIR PRODUCTS AND CHEMICALS, INC. (SUPERVISORIAL DISTRICTS 2 AND 4) (3 VOTES)	
PROGRAM	None	
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why:	
DEADLINES/ TIME CONSTRAINTS		
COST & FUNDING	Total cost: \$10,000	Funding source: County General Fund
	TERMS (if applicable):	
	Explanation: Air Products and Chemicals, Inc., will pay the County a granting fee of \$10,000 within 30 days of the adoption of the franchise and an annual franchise fee of \$2.10 per cubic foot by applying this rate to the volume of space occupied within the road right of way, which will be subject to annual adjustments using the Consumer Price Index for All Urban Consumers. These amounts will be deposited into the County General Fund-Nondepartmental Revenue.	
PURPOSE OF REQUEST	Air Products requires this franchise in order to continue providing nonhazardous industrial gas to their customers within the Air Products service area of the County.	
BACKGROUND (include internal/external issues that may exist including any related motions)	On November 28, 2017, the Board of Supervisors adopted Ordinance No. 2017-0053F granting Air Products a 5-year proprietary industrial gas pipeline franchise.	
EQUITY INDEX OR LENS WAS UTILIZED	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:	
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, please state which one(s) and explain how: Sustainability—The revenues received from this transaction will help promote fiscal responsibility while providing continuous proprietary industrial gas services to the residents of the County.	
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Shari Afshari, Deputy Director, (626) 458-4008, safshari@pw.lacounty.gov	

March 21, 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
RESOLUTION OF INTENTION AND INTRODUCTION OF AN ORDINANCE
TO GRANT A PROPRIETARY INDUSTRIAL GAS PIPELINE FRANCHISE
TO AIR PRODUCTS AND CHEMICALS, INC.
(SUPERVISORIAL DISTRICTS 2 AND 4)
(3 VOTES)**

SUBJECT

Public Works is seeking Board approval to grant a proprietary industrial gas pipeline franchise to Air Products and Chemicals, Inc.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the proposed project is exempt from the California Environmental Quality Act for the reasons stated in this Board letter and in the record of the project.
2. Approve the Resolution of Intention to grant a 10-year proprietary industrial gas pipeline franchise to Air Products and Chemicals, Inc.; set the matter for a public hearing on April 11, 2023, or on the next available hearing date within 60 days from the date of adoption of the Resolution of Intention; and instruct the Executive Officer of the Board of Supervisors to publish a Notice of Public Hearing pursuant to Section 6232 of the California Public Utilities Code.

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

Introduce, waive reading, and set for adoption the proposed ordinance to grant a 10-year proprietary industrial gas pipeline franchise to Air Products and Chemicals, Inc.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS

Approval of the recommended actions will find that the project is exempt from the California Environmental Quality Act (CEQA) and allow the Board of Supervisors to approve the enclosed Resolution of Intention (Enclosure A), schedule a public hearing, and publish a Notice of Public Hearing, as needed, to adopt the enclosed ordinance (Enclosure B) to grant a 10-year proprietary industrial gas pipeline franchise to Air Products and Chemical, Inc.

On November 28, 2017, the Board adopted Ordinance No. 2017-0053F granting Air Products a 5-year proprietary industrial gas pipeline franchise. Adopting the ordinance will allow Air Products' continued use of the County's right of way and will obligate Air Products to comply with the terms of the franchise.

The pipelines in the franchise area transmit hydrogen, a nonhazardous substance, and are regulated by the U.S. Department of Transportation, Pipeline and Hazardous Materials Safety Administration.

Implementation of Strategic Plan Goals

These recommendations support the County Strategic Plan: Strategy II.1, Drive Economic and Workforce Development in the County, Strategy II.2, Support the Wellness of our Communities, and Strategy III.3, Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability, because revenue received from this transaction will help promote fiscal responsibility while providing continuous proprietary industrial gas services to the residents of the County.

FISCAL IMPACT/FINANCING

Air Products will pay the County a granting fee of \$10,000 within 30 days of the adoption of the franchise and an annual franchise fee of \$2.10 per cubic foot by applying this rate to the volume of space occupied within the road right of way, which will be subject to annual adjustments using the Consumer Price Index for All Urban Consumers.

For the 2021 calendar year, Air Products reported and paid the County a total annual franchise fee of \$6,290.22, which was deposited into the County General Fund-Nondepartmental Revenue.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The existing industrial gas pipeline utility system in the franchise area is owned and operated by Air Products. The new franchise will be for 10-year term.

Division 3, Title 16, of the Los Angeles County Code authorizes the Board to grant a franchise associated with gas pipelines. County Counsel prepared and approved the accompanying Resolution of Intention and the ordinance.

Pursuant to Section 6232 of the California Public Utilities Code, the Executive Officer of the Board shall arrange for the publishing of a Notice of Public Hearing in a newspaper of general circulation in the County at least once within 15 days after the Board's adoption of the Resolution of Intention.

ENVIRONMENTAL DOCUMENTATION

The proposed project, which is to grant a 10-year industrial gas pipeline franchise, is exempt from CEQA. The granting of the franchise will allow the operation and maintenance of an existing industrial gas pipeline utility system and is within a class of projects that have been determined not to have a significant effect on the environment in that it meets the criteria set forth in Section 15301 of the CEQA Guidelines and Class 1 of the County's Environmental Document Reporting Procedures and Guidelines, Appendix G. In addition, based on the proposed project records, it will comply with all applicable regulations and there are no cumulative impacts, unusual circumstances, damage to scenic highways, or listing on hazardous waste site lists compiled pursuant to Government Code, Section 65962.5, or indications that it may cause a substantial adverse change in the significance of a historical resource that would make the exemption inapplicable.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

There will be no impact or adverse effect to any current services or future County projects.

The Honorable Board of Supervisors
March 21, 2023
Page 4

CONCLUSION

Please return adopted copies of this letter, the adopted ordinance, and the adopted Resolution of Intention to the attention of Mr. Thomas S. Houser, Lead Real Estate Specialist, Air Products and Chemicals, Inc., 16945 Northchase Drive, Suite 800, Houston, TX 77060; the office of County Counsel; and Public Works, Survey/Mapping & Property Management Division.

Respectfully submitted,

MARK PESTRELLA, PE
Director of Public Works

MP:GE:cr

Enclosures

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

Enclosure A

**RESOLUTION OF INTENTION
TO GRANT A 10-YEAR INDUSTRIAL GAS PIPELINE FRANCHISE
TO AIR PRODUCTS AND CHEMICALS, INC.**

BE IT RESOLVED by the Board of Supervisors of the County of Los Angeles, State of California.

- A. Air Products and Chemicals, Inc., a Delaware corporation, hereinafter referred to as Franchisee, has applied to the Board of Supervisors of the County of Los Angeles, State of California, for a franchise for a period of ten (10) years beginning on May 25, 2023, the operative day of the franchise, and terminating on May 24, 2033, to lay, construct, reconstruct, maintain, operate, renew, repair, change the size of, remove or abandon in place pipes and pipelines for the transportation and distribution of industrial gas, including those substances that are generally accepted as appropriate for the treatment of water, excluding any hazardous substances or hazardous waste within the meaning of the "Comprehensive Environmental Response Compensation and Liability Act of 1980," 42 U.S.C. Section 9601, et seq., as it may hereafter be amended, and the "Federal Water Pollution Control Act," 33 U.S.C. § 1251, et seq., as it may hereafter be amended, together with all manholes, valves, cathodic protection systems, appurtenances, and connections necessary or appropriate for the operation of said pipes or pipelines, adjunct communications lines, and other appurtenances and equipment for telegraph or telephone lines, or both, necessary or appropriate for the Franchisee's operations in, under, along, or across any and all highways as defined in Section 16.36.080 of the Los Angeles County Code now or hereafter dedicated to public use within the unincorporated territory of the County of Los Angeles, State of California, and depicted on the Exhibit Map attached to the proposed ordinance attached hereto, and any additional unincorporated territory of the County for Los Angeles, State of California, that may be added to the Franchisee's industrial gas service area(s) during the term of the franchise.
- B. It is the intention of the Board of Supervisors to grant the franchise applied for upon the terms and conditions herein mentioned. The Franchisee and its successors and assigns will, during the life of the franchise, pay annually to the County of Los Angeles, State of California, the amount specified in the proposed ordinance from the operative date of the franchise and in the event such payment is not made, the franchise will be forfeited.
- C. The franchise described in the ordinance attached hereto is a franchise for proprietary industrial gas purposes.

- D. That on April 11, 2023, or at the next available hearing date, on a day not less than twenty (20) days or more than sixty (60) days after the date of the passage of this Resolution of Intention, in the hearing room of the Board of Supervisors, Hearing Room 381B, Kenneth Hahn Hall of Administration, 500 West Temple Street, Los Angeles, California 90012, all persons having any objection to the granting of the franchise hereinabove described may appear before the Board of Supervisors and be heard thereon.
- E. The Executive Officer of the Board of Supervisors shall cause notice of said hearing to be published in accordance with Section 6232 of the California Public Utility Code at least once within fifteen (15) days after adoption of this Resolution of Intention in a newspaper of general circulation published in the County of Los Angeles, State of California.


The foregoing resolution was adopted on the ____ day of _____, 2023, by the Board of Supervisors of the County of Los Angeles, State of California, and ex officio of the governing body of all other special assessment and taxing districts, agencies, and authorities for which said Board so acts.

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

By _____
Deputy

APPROVED AS TO FORM BY:

DAWYN R. HARRISON
Interim County Counsel

By  _____
Deputy

ANALYSIS

This ordinance grants a proprietary industrial gas pipeline franchise to Air Products and Chemicals, Inc., a Delaware corporation ("Franchisee") to collect, transport, and distribute industrial gas for a period of ten (10) years, beginning on May 25, 2023, and expiring on May 24, 2033. The base annual fee payable to the County of Los Angeles by Franchisee will be determined according to a formula contained in Section 2 of this franchise ordinance. Franchisee will also pay a granting fee of ten thousand dollars (\$10,000).

DAWYN R. HARRISON
Interim County Counsel

By

ORDINANCE NO. _____

An ordinance granting a *proprietary industrial gas* pipeline franchise to Air Products and Chemicals, Inc., a Delaware corporation for a period of ten (10) years, beginning on May 25, 2023, and expiring on May 24, 2033.

The Board of Supervisors of the County of Los Angeles ordains as follows:

Section 1. Franchise Term; Grant.

The right, privilege, and franchise is granted to Air Products and Chemicals, Inc., a Delaware corporation ("Franchisee"), and its successors and assigns, for the period of ten (10) years, beginning on May 25, 2023, to lay, construct, reconstruct, maintain, operate, renew, repair, change the size of, remove, or abandon in place, pipes and pipelines for transportation and distribution of industrial gas excluding any hazardous substances or hazardous waste within the meaning of the "Comprehensive Environmental Response Compensation and Liability Act of 1980," 42 U.S.C. § 9601 et seq., as it may hereafter be amended, and the "Federal Water Pollution Control Act," 33 U.S.C. § 1251 et seq., as it may hereafter be amended, together with all manholes, valves, cathodic protection systems, appurtenances, and connections necessary or appropriate for the operation of said pipes or pipelines, including adjunct communications lines, and other appurtenances and equipment for telegraph or telephone lines, or both, necessary or appropriate solely for Franchisee's operations in, under, along, or across any and all highways, as defined in Section 16.36.080 of the Los Angeles County Code, now or hereafter dedicated to public use within the unincorporated territory of the County of Los Angeles ("County"), State of California, and depicted on the Exhibit Map attached

hereto, and any additional unincorporated territory of the County for the Los Angeles, State of California, that may be added to the Franchisee's industrial gas service area(s) during the term of the franchise.

Part A. South Bay Unincorporated Area:

Beginning at the centerline intersection of the Century Freeway (105 Freeway) and Sepulveda Boulevard; thence easterly along the centerline of the Century Freeway (105 Freeway) to the centerline intersection with Alameda Street; thence southerly along the centerline of Alameda Street to the centerline intersection with Rosecrans Avenue; thence easterly along the centerline of Rosecrans Avenue to the centerline intersection with Lakewood Boulevard; thence southerly along the centerline of Lakewood Boulevard to the centerline intersection of Pacific Coast Highway; thence westerly and northwesterly along the centerline of Pacific Coast Highway to the point at Gould Avenue and Artesia Boulevard where Pacific Coast Highway changes its name to Sepulveda Boulevard; thence northerly along the centerline of Sepulveda Boulevard to the point of beginning, as same streets and highways existed on January 12, 1999.

Section 2. Consideration; Payment of Fees.

A. Granting Fee. As consideration for the Franchise granted, transferred, extended or otherwise amended, Franchisee shall pay the County a fee of ten thousand dollars (\$10,000) within thirty (30) days after the adoption of this ordinance.

B. Annual Franchise Fee. As additional consideration for a franchise granted or extended, Franchisee shall pay annually in arrears, on or before April 15 following the end of each calendar year ("Fee Payment Date"), for each year during the life of the franchise, to the County, in lawful money of the United States, a franchise fee computed annually ("Annual Franchise Fee"), as set forth below.

C. The Annual Franchise Fee payment by Franchisee shall accrue to the County on January 1 of each year for the highway space occupied by Franchisee's facilities as of December 31 of the calendar year immediately preceding the applicable Fee Payment Date. The Annual Franchise Fee shall be comprised of the "Base Annual Fee," which shall be adjusted by the ratio of the price index as set forth in subsection 2.F., below, and computed to the nearest tenth (1/10) of a cent. The Base Annual Fee shall be calculated according to the highway space occupied by the pipelines and/or conduits, including the protective coverings, pipe casings, pipe connections, and any other appurtenance(s), such as manholes, valves, cathodic protection systems, connections, and any other structure(s). The Base Annual Fee shall be calculated at the rate of two dollars and ten cents (\$2.10) per cubic foot of highway space occupied, as set forth in subsection 2.E., below.

D. To calculate the volume of highway space occupied by Franchisee's pipes and conduits (metal or plastic), the nominal internal diameter of the pipes and conduits shall be adjusted upward as follows:

1. The adjusted diameter of metal pipes and conduits shall be one (1) inch greater than the nominal internal diameter of such pipes and conduits.
2. The adjusted diameter of plastic pipes and conduits shall be two (2) inches greater than the nominal internal diameter of such pipes and conduits; and
3. In no event shall the adjusted diameter of any pipe or conduit (metal or plastic) be less than six (6) inches.

E. The Base Annual Fee shall be calculated in accordance with the following:

1. The rate set forth in subsection 2.C., above, of two dollars and ten cents (\$2.10) per cubic foot of highway space occupied, shall be used to calculate a Base Annual Fee as provided herein.

The adjusted diameter of pipe and conduit shall be used to determine the applicable linear footage base rate per one (1) foot of highway space occupied as set forth in the schedule of base rates, below:

A	B	C
Adjusted Diameter of Pipe and Conduit (In Inches)	Volume Per Foot in Cubic Feet	Base Rate Per Linear Foot (Based on \$2.10 Per Cubic Feet)
6.00	0.1964	\$0.41
7.00	0.2673	\$0.56
8.00	0.3491	\$0.73
9.00	0.4418	\$0.93
10.00	0.5454	\$1.15
11.00	0.6600	\$1.39
12.00	0.7854	\$1.65
13.00	0.9218	\$1.94
14.00	1.0690	\$2.24
15.00	1.2272	\$2.58
16.00	1.3963	\$2.93

17.00	1.5763	\$3.31
18.00	1.7672	\$3.71
19.00	1.9690	\$4.13
20.00	2.1817	\$4.58
21.00	2.4053	\$5.05
22.00	2.6398	\$5.54
23.00	2.8853	\$6.06
24.00	3.1416	\$6.60
25.00	3.4089	\$7.16
26.00	3.6870	\$7.74
27.00	3.9761	\$8.35
28.00	4.2761	\$8.98
29.00	4.5870	\$9.63
30.00	4.9088	\$10.31
31.00	5.2415	\$11.01
32.00	5.5851	\$11.73
33.00	5.9396	\$12.47
34.00	6.3050	\$13.24
35.00	6.6814	\$14.03
36.00	7.0686	\$14.84

2. The linear footage base rate (depicted in column C, above) is derived based on the following:

$$Pi = 3.1416$$

$$r = \text{radius of pipe or conduit (in inches)} = \text{"adjusted diameter" (in inches)} / 2$$

$$L = \text{length of pipe or conduit (in inches)}$$

$$L / 12 = \text{length of pipe or conduit (in feet)}$$

$$\text{Volume of pipe or conduit (in cubic inches)} = Pi \times r^2 \times L$$

$$\text{Volume of pipe or conduit (in cubic feet)} = Pi \times r^2 \times L / 1,728 \text{ inches}$$

$$\text{Base Annual Fee} = \text{Volume of pipe or conduit (in cubic feet)} \times \$2.10 \text{ per cubic foot}$$

$$\text{cubic foot} = [Pi \times r^2 \times L / 1,728 \text{ inches}] \times \$2.10$$

Linear footage base rate = Base Annual Fee per linear foot of pipe

$$= [(Pi \times r^2) \times (12 \text{ inches} / 1,728 \text{ inches}) \times \$2.10]$$

Base Annual Fee = Linear footage base rate x Length of pipe or conduit

$$\text{(in feet)} = [(Pi \times r^2) \times (12 \text{ inches} / 1,728 \text{ inches}) \times \$2.10] \times (L / 12 \text{ inches}) = [Pi \times r^2 \times L / 1,728 \text{ inches}] \times \$2.10.$$

3. For pipelines with an adjusted diameter greater than six (6) inches and not listed above, the fees shall be in the same proportion to the fees of a twelve (12) inch diameter pipe as the diameter of the unlisted pipe is to twelve (12) inches.

4. The volume of highway space occupied by any other appurtenance(s), such as manholes, valves, cathodic protection systems, connections, and any other structures, shall be computed using the outside dimensions of the structures; and

5. The highway space occupied by overhead communications lines shall be taken as one-fifth (1/5) cubic foot per linear foot of highway route occupied, being equivalent to a rate of forty-two cents (\$0.42) per linear foot (\$2.10 x 1/5 = \$0.42).

F. The Base Annual Fee shall be calculated as set forth in subsection 2.E., above, and adjusted each calendar year, including the year of granting of this franchise, on the applicable Fee Payment Date in accordance with the following formula to derive

the Annual Franchise Fee, provided however, in no event shall the Annual Franchise Fee be less than seven thousand five hundred dollars (\$7,500).

1. The base franchise fee shall adjust annually on January 1st of each calendar year by an amount equal to one hundred percent (100%) of the increase in the "Consumer Price Index for all Urban Consumers ("CPI-U") for the Los Angeles-Long Beach-Anaheim California Metropolitan Area (1982-84=100), All Items," as published by the United States Department of Labor, Bureau of Labor Statistics/Office of Information ("Bureau"), shall be defined as the "index," and such index as it stands on December 1, 2021 (i.e., 297.925), shall be defined as the "base index," and the index for the month of September immediately preceding the Fee Payment Date shall be defined as the "current index").

2. If the current index differs from the base index, then the Base Annual Fee shall increase or decrease by the percentage increase or decrease between the current index and the base index, provided that, if the current index drops below the base index, no adjustment shall be made. The Base Annual Fee shall be multiplied by an adjustment factor determined by dividing the current index by the base index. For example, if the base index is 100 and the current index is 210, the Annual Franchise Fee shall be two hundred and ten (210) percent (i.e., $210 / 100 = 2.1 = 210\%$) times the Base Annual Fee, provided however, under no circumstances shall the multiplying factor be less than one, nor shall the Annual Franchise Fee calculated using said factor, be less than the Base Annual Fee. If the Bureau shall revise the

index, the parties hereto shall accept the method of revision for conversion recommended by the Bureau; and

3. If the Bureau discontinues the preparation or publication of the CPI-U for the area, and if no transposition table prepared by the Bureau is available applicable to the year of 1982, then the amount of each Annual Franchise Fee shall be computed by reference to such other price index as may be chosen by the County, and the County shall be the sole judge of comparability of successive indices and its determination on this point shall be final and conclusive. In no event shall the Annual Franchise Fee adjusted by reference to such other price index be less than the Base Annual Fee as set forth in subsection 2.E., above.

G. In addition to the foregoing Annual Franchise Fee, Franchisee shall also pay to:

1. The Los Angeles County Department of Public Works ("Public Works"), or before the Fee Payment Date, for each year of the life of the franchise, an initial construction charge calculated at a rate of one hundred dollars (\$100) per mile or fraction thereof for all new main lines laid during that preceding calendar year; and

2. The County Auditor-Controller, on or before the Fee Payment Date, for each year during the life of the franchise, an annual fee of twenty-five dollars (\$25) per pole-mile or portion thereof for aerial or above-ground lines, and twenty-five dollars (\$25) per mile, or portion thereof, for underground conduits for wires, cables, or

telephone or telegraph lines maintained under the franchise during the preceding calendar year.

H. Franchisee shall also pay any application fees, administrative fees, processing fees, late charges, accrued interest, and penalties required in connection with this franchise, all of which may be charged at the then-current applicable rates.

I. The County reserves the right to change its method of calculating fees and the amount thereof, not more frequently than once every (5) years, if the Board of Supervisors ("Board") determines after a public hearing that good cause exists for such change, and such change is not in conflict with laws of the State of California.

Section 3. Reports.

Franchisee shall, during the life of the franchise:

A. File with the County Auditor-Controller and Public Works, on or before the Fee Payment Date, with one copy to each, a report, verified under oath by a duly authorized representative of Franchisee, showing as of December 31 of the immediately preceding calendar year ("Franchise Report Period"), the length of the Franchisee's main lines in highways, the nominal internal diameter of such main lines, the "rate per foot per year," defined as the amount payable per linear foot per year under Section 2, and the computation of the total amount of the Annual Franchise Fee due to the County,

together with such data as is necessary in the opinion of the County Auditor-Controller and/or Public Works to calculate or verify the calculation of the Annual Franchise Fee as required by subsection 2.B.

B. Show in the report prepared pursuant to subsection 3.A., above, any change in franchise footage since the end of the most recent Franchise Report Period, segregating such footage as to new main lines laid, old main lines removed, old main lines abandoned in place, including the internal diameter of such main lines laid, removed, and/or abandoned in place; the footage of new conduits laid for wires, cables, telegraph lines or telephone lines, old conduits removed, old conduits abandoned in place; the diameter of such conduits laid, removed, and/or abandoned in place; and the footage and internal diameter of main lines and conduits in territory annexed or incorporated since the last day of the most recent Franchise Report Period.

C. File with Public Works, on or before the Fee Payment Date, a report showing the permit number of each permit obtained for the installation of new main lines and conduits during the most recently completed Franchise Report Period, together with the length and size of such main lines and conduits.

Section 4. Late Payments.

A. In the event Franchisee fails to make any of the payments provided for herein on or before the dates they are due, Franchisee shall pay a late charge of ten

percent (10%) of the amount due, said ten percent (10%) being due on the sixty-first (61st) day after the original due date.

B. In the event full payment of any rate, payment, or fee, including the ten percent (10%) late charge, is not received within ninety (90) days after the due date, an assessment of interest shall accrue on the unpaid balance at ten percent (10%) per month, beginning on the ninety-first (91st) day after the due date until full payment is received. Following the ninety-first (91st) day after the due date, should the franchise payment not be provided to the County, County reserves the right to terminate the franchise. Upon termination of this franchise, operation of the facilities covered by the franchise would no longer be authorized, and Franchisee will be liable for costs associated with such termination, including but not limited to the costs of abandonment and/or removal of Franchisee's facilities. This term shall survive the expiration of this franchise.

Section 5. Indemnification, Insurance, and Bonding.

Franchisee shall meet the following indemnification, insurance, and bonding requirements:

A. Franchisee shall indemnify, defend, and hold harmless, the County and its special districts, elected and appointed officers, employees, and agents ("County's Agents") from and against any and all expenses, costs, fees, damages, claims, liabilities, and lawsuits of any nature, including, without limitation, those involving,

relating to, or asserting bodily injury, personal injury, death, property damage, encroachment or encumbrance upon property rights or interests, infringement of property rights or interests, loss of property value, defense costs, attorneys' fees, workers' compensation benefits, expenses, and damages of any other type (collectively "Claims"), that relate to or arise from: (1) County's grant and/or extension of the franchise; (2) Franchisee's use or exercise of the franchise and/or the operations or services provided by Franchisee, its employees, agents, servants, receivers, contractors, subcontractors, successors, or assignees ("Franchisee's Agents") in connection with the franchise; and/or (3) any acts or omissions of Franchisee, Franchisee's Agents, or any person in connection with activities or work conducted or performed pursuant to the franchise and/or arising out of such activities or work. In furtherance of, and in no way limiting the foregoing, Franchisee shall indemnify, defend, and hold harmless the County and the County's Agents from and against any and all Claims that relate to, arise from, or involve pollution, contamination, degradation, and/or environmental compliance, relating to, arising from, or involving the franchise, or Franchisee's use or exercise thereof, including, but not limited to, any Claims arising from or relating to any threatened, actual, or alleged discharge, dispersal, release, or escape of any substance, including, but not limited to, any pollutant or contaminant of any kind, into or upon any person, thing, or place, including the land, soil, atmosphere, man-made structure, and/or any above or below ground watercourse or body of water.

B. Public Works shall be immediately notified by Franchisee of any discharge, release, or escape of any liquid hydrocarbon products, wet gas, industrial gas, chemicals, steam, water, wastewater, mud, or other substances from Franchisee's pipelines and appurtenances within the franchise area. All actions to investigate, remove, or remediate any substance reasonably demonstrated to be discharged, dispersed, released, or escaped from Franchisee's pipelines, and to repair or restore Franchisee's pipelines and appurtenances shall be the sole responsibility of Franchisee and shall be conducted by Franchisee or Franchisee's agents, in conformance with any and all laws, ordinances, rules, regulations, requirements, and orders whatsoever, present or future, of the federal, State, County, or other applicable local government at Franchisee's sole cost and expense, and shall be immediately undertaken by Franchisee or Franchisee's agents. If Franchisee fails to take any action required pursuant to this Section, the County may, but shall not be obligated to, take all actions it deems appropriate at Franchisee's sole expense. Upon written demand by the County, Franchisee shall reimburse the County for all County expenses reasonably incurred in connection with the County's actions, including, but not limited to, all direct and indirect costs relating to investigation, remediation, and removal.

C. Without limiting Franchisee's indemnification of the County or the County's Agents, Franchisee shall provide and maintain at its own expense, during the term of this franchise, the following programs of insurance. Such programs and evidence of insurance are required to be satisfactory to the County, and shall be primary to, and not

contributing with, any other insurance or self-insurance programs maintained by the County.

1. Certificate(s) or other evidence of coverage satisfactory to the County shall be delivered to Public Works on or before the operative date of this franchise ordinance, and on or before the expiration date of each term of insurance.

Such certificates or other evidence of coverage shall:

- a. Specifically identify this franchise ordinance;
- b. Clearly evidence all insurance required in this franchise ordinance;
- c. Contain the express condition that the County is to be given written notice by registered mail at least thirty (30) days in advance of any modification, non-renewal, cancellation, or termination of any program of liability insurance, and at least thirty (30) days in advance of any modification, non-renewal, cancellation, or termination of any program of Workers' Compensation or other insurance required by this Section;
- d. Include a copy of the additional insured endorsement to the commercial general liability policy, adding the County and County's Agents as additional insureds for all activities arising from this franchise; and
- e. Show Franchisee's insurance as primary to the County's insurance and self-insurance programs. This may be evidenced by adding a statement to the additional insured endorsement required in subsection (d) stating: "It is further

agreed that the insurance afforded by this policy is primary to any insurance or self-insurance programs maintained by the additional insureds, and the additional insureds' insurance and self-insurance programs are excess and non-contributing to Named Insured's insurance."

2. The County reserves the right to require copies of Franchisee's insurance policies at the County's request.

3. Insurance is to be provided by an insurance company with an A. M. Best rating of not less than A:VII, unless otherwise approved by the County.

4. Franchisee agrees to release the County and the County's Agents and waive its rights of recovery against them under the insurance policies specified in this franchise ordinance.

5. Such insurance shall be endorsed naming the County and the County's Agents as additional insureds, and shall include, but not be limited to:

a. Commercial General Liability insurance written on a commercial general liability form (ISO policy form CG 00 01, or its equivalent, unless otherwise approved by the County), with a combined single limit of not less than five million dollars (\$5,000,000) per occurrence, fifteen million dollars (\$15,000,000) policy aggregate, and fifteen million (\$15,000,000) products/completed operation aggregate.

i. If written on a claims-made form, such insurance shall be endorsed to provide an extended reporting period of not less than two (2) years following termination or cancellation of this franchise.

b. Comprehensive Auto Liability insurance (written on ISO policy form CA 00 01, or its equivalent, unless otherwise approved by the County), endorsed for all owned, non-owned, and hired vehicles with a limit of not less than one million dollars (\$1,000,000) per occurrence.

i. If written with an annual aggregate limit, the policy limit should be three (3) times the above-required occurrence limit.

ii. If written on a claims-made form, such insurance shall be endorsed to provide an extended reporting period of not less than two (2) years following termination or cancellation of this franchise.

6. A program of Workers' Compensation insurance in an amount and form to meet all applicable requirements of the California Labor Code and the "Longshoreman and Harbor Worker Compensation Act," (33 U.S.C. § 901 et seq., as it may hereafter be amended, including Employer's Liability with not less than a one million dollar (\$1,000,000) limit, covering all persons providing services on behalf of Franchisee and all persons Franchisee is legally required to cover.

D. Franchisee shall furnish Public Works, within thirty (30) days of the operative date of this ordinance, and within thirty (30) days of the expiration date of each term of insurance, either certified copies of the policies required by subsection 5.C. or a certificate of insurance for each of said policies executed by Franchisee's

insurance agent, or by the company issuing the policy, certifying that the policy is in force.

E. Within thirty (30) days following the operative date of this franchise ordinance, Franchisee shall provide to Public Works a faithful performance bond in the sum of not less than two hundred thousand dollars (\$200,000), payable to the County of Los Angeles and executed by a corporate surety acceptable to the County and licensed to transact business as a surety in the State of California. Such bond shall be conditioned upon the faithful performance by Franchisee of the terms and conditions of this franchise and shall provide that, in case of the breach of any condition of this franchise, the whole amount of the penal sum of two hundred thousand dollars (\$200,000), or any portion thereof, and shall be immediately payable to the County by the principal and surety(ies) of the bond.

1. Throughout the term of this franchise, Franchisee shall maintain the faithful performance bond in the amount specified herein. Within ten (10) business days after receipt of notice from the County that any amount has been withdrawn from the bond as provided in this section, Franchisee shall immediately restore the bond to the full amount specified herein.

2. The faithful performance bond shall continue to exist for one year following the County's approval of any sale, transfer, assignment, or other change of ownership of the franchise, or following the expiration or termination of this franchise.

The County, in its sole discretion, may release said bond prior to the end of the one-year period upon satisfaction by Franchisee of all the obligations under the franchise.

3. At its sole option, the County may accept Certificates of Deposit, Cash Deposits, irrevocable letters of credit, or U.S. Government Securities in lieu of, or in addition to, commercial bonds to meet the above bonding requirements. Such alternative instruments shall be made payable to the County and shall be deposited with the County's Auditor-Controller and/or Treasurer and/or Treasurer Tax Collector, as applicable.

F. The types and amounts of said insurance coverage and bonding shall be subject to review and reasonable adjustment by the County, in its sole discretion, at any time during the term of the franchise. In the event of such adjustment, Franchisee agrees to obtain said adjusted insurance coverage and bonding, in type(s) and amount(s) determined by the County, within thirty (30) days after written notice from the County.

G. Failure on the part of Franchisee to procure or maintain the required insurance and bonding, or to provide evidence of current insurance and bonding, shall constitute a material breach of the terms of this franchise upon which the County may immediately terminate or suspend this franchise.

H. It is the obligation of Franchisee to provide evidence of current insurance policies and bonding. Any franchise operations shall not commence until Franchisee has complied with the provisions of this Section, and any operations shall be suspended

during any period that Franchisee fails to obtain or maintain the insurance and bonding required hereunder.

Section 6. Transfers and Assignments.

A. Franchisee shall not sell, transfer (including stock transfer), exchange, assign, lease, or divest itself of the franchise or any part thereof (each of which is hereinafter referred to as an "Assignment"), to any other person or entity ("Transferee"), except as provided in this section and after payment of a transfer fee as detailed in subsection 6.G., below.

B. Franchisee shall inform Public Works of any pending Assignment, except as excluded in subsection 6.E., and shall provide all documents requested by the County, as set forth in subsection 6.F. Consent to any such Assignment shall only be refused if the County finds that Franchisee is not in compliance with the terms and conditions of the franchise and/or that the proposed Transferee, as applicable, is lacking in sufficient experience and/or financial ability to meet the franchise obligations. Consent shall be conditioned upon the terms and conditions set forth in the Assignment documents delivered to Public Works, the assumption by the Transferee, as applicable, of all Franchisee's covenants and obligations under the franchise, and all information provided to the County under subsection 6.F., below, being true and correct as of completion of the Assignment. Upon receipt of such consent from the County, Franchisee may proceed to consummate the Assignment.

C. Franchisee shall file with Public Works, within thirty (30) days after the effective date of any Assignment, certified copies of the duly executed instrument(s) that officially evidence(s) such Assignment. If any such duly executed instrument is not filed with Public Works within thirty (30) days after the effective date of such proposed assignment, or if any condition to consent by the County has not been met, then the County may determine, and then notify Franchisee and the proposed Transferee, that the Assignment has no force or effect and/or that the franchise is forfeited.

D. As a condition to granting consent to such Assignment, the County may impose such additional terms, and conditions upon the proposed Transferee as the Board deems to be in the public interest. Nothing contained herein shall be construed to grant Franchisee the right to complete an Assignment except in the manner aforesaid, whether by operation of law, by voluntary act of Franchisee, or otherwise.

E. Notwithstanding the foregoing, shareholders, partners, and/or any other person or entity owning an interest in Franchisee may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein without the consent of the County so long as such sale, transfer, exchange, Assignment, divestment, or other change, including a merger, does not result in giving majority control of Franchisee to any person or persons, corporation, partnership, or legal entity other than the person or entity with the controlling interest in Franchisee on the effective date of the franchise or the effective date of the last approved Assignment. Otherwise, consent thereof shall be required as otherwise provided in this Section.

F. Except for any Assignments made pursuant to subsection 6.E., upon notice by Franchisee of any proposed Assignment, the proposed Transferee shall submit an Assignment application to Public Works, which shall contain at a minimum:

1. Identification of the proposed Transferee which indicates the corporate or business entity organization, including the submission of copies of the corporate or business formation papers (e.g., articles of incorporation and by-laws, limited partnership agreements, operating agreements), and the names and addresses of any parent or subsidiary of the proposed Transferee(s), or any other business entity owning or controlling the proposed Transferee in part or in whole.

2. A current financial statement, which has been audited by a certified public accountant, demonstrating conclusively to the satisfaction of the County that the proposed Transferee has all of the financial resources necessary to carry out all of the terms and conditions of the franchise. The financial statement shall include a balance sheet, a profit and loss statement for at least the three (3) most recent years, and a statement of changes in financial position; however, if the proposed Transferee has been in existence for less than three (3) years, then for such period of existence.

3. A copy of the proposed agreement of sale, letter of understanding, or other documentation which details the proposed Assignment ("Assignment Documents").

4. Other information that may be required by the County to assess the capability of the proposed Transferee to operate and maintain the franchise.

G. The transfer fee of ten thousand dollars (\$10,000) shall be submitted with Franchisee's request for the County's consent to any Assignment described in subsection 6.A., and pay the County's actual ~~actual~~ costs to process the proposed Assignment application, including any consultant's fees incurred by the County to assist in evaluating the application, exceed the fees detailed above, Franchisee and the proposed Transferee may be required to pay any additional costs incurred by the County in processing the request for Assignment. Such additional costs shall be paid by Franchisee and the proposed Transferee, or either, prior to final consideration of the request by the County or the Board, as applicable.

Section 8. Removal or Abandonment of Facilities.

A. At the time of expiration, revocation, or termination of this franchise or of the permanent discontinuance of the use of its pipes and appurtenances, Franchisee shall, within 30 days thereafter, make a written application to Public Works for permission to engage in one of the following in accordance with applicable federal, state, and local laws and regulations: (1) abandon all, or a portion, of such pipes and appurtenances in place; or (2) remove all, or a portion, of such pipes and appurtenances. Such application will describe the pipes and appurtenances desired to be abandoned by reference to the map or maps required by this Franchise and will describe with reasonable accuracy the relative physical condition of the pipes and appurtenances. Public Works will determine whether any abandonment, removal or

transfer that is proposed may be effected without detriment to the public interest or under what conditions the proposed abandonment, removal or transfer may be safely effected and will then notify the Franchisee of any such requirements and to either remove all, or a portion of such pipes and appurtenances, or abandon in place all, or a portion, of such pipes and appurtenances. If, for any reason, Franchisee suspends operations of any of the pipes and appurtenances contained in this Franchise for a period more than 90 consecutive days, Franchisee will notify Public Works. During this period of suspended operations, the Franchisee will maintain said pipes and appurtenances in accordance with all applicable Federal and/or State standards as directed by the California State Fire Marshal.

B. If any pipes and appurtenances to be abandoned in place subject to prescribed conditions are not abandoned in accordance with all such conditions, then Public Works may make additional appropriate orders at its sole discretion, including, an order that the Franchisee remove all such pipes and appurtenances in accordance with applicable requirements. In the event the Franchisee fails to remove any pipes and appurtenances which it is obligated to remove in accordance with such applicable requirements within such time as may be prescribed by Public Works, then Public Works may remove such pipes and appurtenances at the Franchisee's expense and the Franchisee will pay to the County within 60 days after delivery of an itemized bill the cost of removal including, but not limited to, reasonable overhead expenses in the sum no greater than an additional 30% of the actual cost of such work.

C. Abandoned pipelines on County highways remain property of the Franchisee. Should the abandoned pipelines interfere with future utility or underground facility said pipelines would be removed by others as necessary.

D. For the purposes of the payment of fees provisions in Section 2 of this franchise, facilities shall exist as such until (1) inspection reports of Public Works indicate the work of removal has been done to its satisfaction or (2) in the case of facilities to be abandoned in-place.

E. This Section will survive the termination or expiration of this Franchise.

Section 9. Relocation of Pipelines.

In the event Franchisee receives notice from the County, a city, or any other public entity to relocate its pipelines and appurtenances, if Franchisee neglects or fails to relocate its facilities in a timely manner and in accordance with applicable federal, state, and local laws and regulations after receipt of any such notice, Franchisee shall be solely responsible for, and shall reimburse the County, city, and any other applicable public entities, any and all costs or expenses incurred by the County, city, and other applicable public entities, due to, or resulting from, such neglect or failure with respect to relocation of the facilities.

Section 10. Pipeline Franchise Ordinance.

Franchisee acknowledges that it must comply with all applicable federal, state, and local laws and regulations, including the County Code, as may be amended hereafter, to the extent Franchisee continues to conduct activities within the County's

right-of-way, and/or Franchisee's facilities continue to occupy the County's right-of-way, following the termination or expiration of this franchise.

Section 11. County Addresses.

All fee payments and reports required hereunder, except those expressly directed to be sent to Public Works, shall be sent to the County and addressed as follows:

Franchise/Concessions Section
County of Los Angeles
Office of the Auditor-Controller
Administrative Services, Room 515
500 West Temple Street
Los Angeles, California 90012-2713

Applications, reports, notices, and other documents and information referenced in this franchise shall be sent to the County, at the same address referenced above, with a copy to:

Los Angeles County Public Works
Attn: Survey/Mapping & Property Management Division
900 South Fremont Avenue
Alhambra, California 91803

Any notice, request, instruction, or other document to be given to Franchisee shall be addressed as follows:

Air Products and Chemicals, Inc
Real Estate Department
1940 Air Products Blvd.
Allentown, PA 18106
Attention: Aimee Kutzler, Manager - Real Estate

Section 12. Franchise Ordinance Operative Date.

The operative date of this franchise ordinance shall be May 25, 2023.

Section 13. Termination.

If Franchisee fails to comply with any of the requirements of the franchise, the County may, in its sole discretion, terminate the franchise and/or seek any and all available remedies at law or in equity.

Air Products and Chemicals, Inc. Proprietary Industry Gas Pipeline

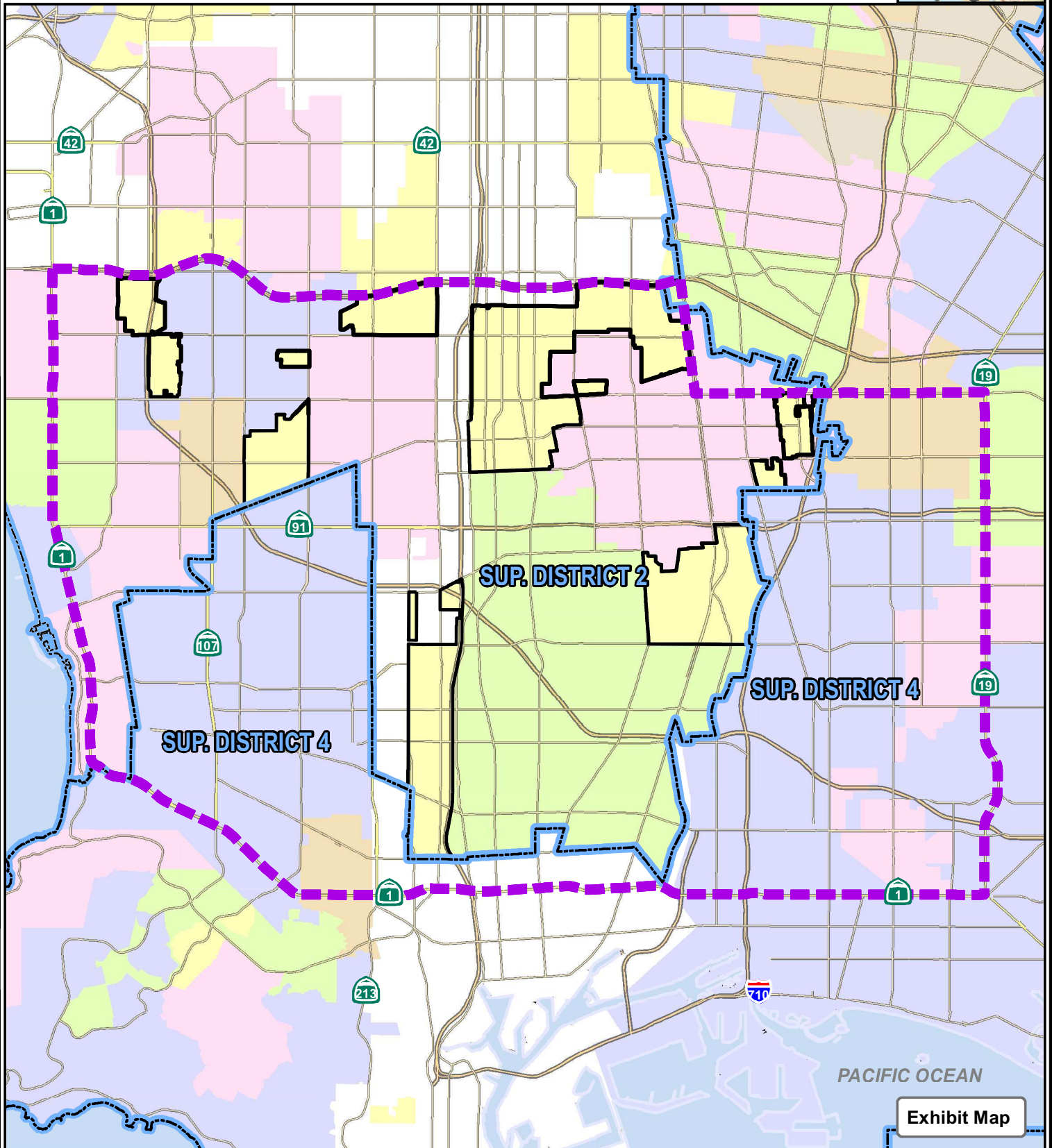
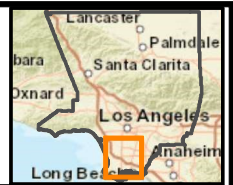
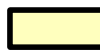


Exhibit Map



---- Franchise Boundary
---- Supervisorial District



Unincorporated County Area

P:\mppub\MAPS\VCS\CUSTOM_MAPS\SMPM\Acq&Rev\Pipeline Franchise\MXD\Air Product&Chemical.mxd
 DATE: Dec 29, 2022 Mapping & GIS Services, SMPM (MTHONG)

This map shows only pipelines available in Public Works database. The County of Los Angeles and its Department of Public Works do not represent or warrant that the information on this map is error-free, accurate, current, or complete. The County of Los Angeles and its Department of Public Works are not liable for any errors or omissions on this map.



0 1.5
Miles

Enclosure B

ANALYSIS

This ordinance grants a proprietary industrial gas pipeline franchise to Air Products and Chemicals, Inc., a Delaware corporation ("Franchisee") to collect, transport, and distribute industrial gas for a period of ten (10) years, beginning on May 25, 2023, and expiring on May 24, 2033. The base annual fee payable to the County of Los Angeles by Franchisee will be determined according to a formula contained in Section 2 of this franchise ordinance. Franchisee will also pay a granting fee of ten thousand dollars (\$10,000).

DAWYN R. HARRISON
Interim County Counsel

By

ORDINANCE NO. _____

An ordinance granting a *proprietary industrial gas* pipeline franchise to Air Products and Chemicals, Inc., a Delaware corporation for a period of ten (10) years, beginning on May 25, 2023, and expiring on May 24, 2033.

The Board of Supervisors of the County of Los Angeles ordains as follows:

Section 1. Franchise Term; Grant.

The right, privilege, and franchise is granted to Air Products and Chemicals, Inc., a Delaware corporation ("Franchisee"), and its successors and assigns, for the period of ten (10) years, beginning on May 25, 2023, to lay, construct, reconstruct, maintain, operate, renew, repair, change the size of, remove, or abandon in place, pipes and pipelines for transportation and distribution of industrial gas excluding any hazardous substances or hazardous waste within the meaning of the "Comprehensive Environmental Response Compensation and Liability Act of 1980," 42 U.S.C. § 9601 et seq., as it may hereafter be amended, and the "Federal Water Pollution Control Act," 33 U.S.C. § 1251 et seq., as it may hereafter be amended, together with all manholes, valves, cathodic protection systems, appurtenances, and connections necessary or appropriate for the operation of said pipes or pipelines, including adjunct communications lines, and other appurtenances and equipment for telegraph or telephone lines, or both, necessary or appropriate solely for Franchisee's operations in, under, along, or across any and all highways, as defined in Section 16.36.080 of the Los Angeles County Code, now or hereafter dedicated to public use within the unincorporated territory of the County of Los Angeles ("County"), State of California, and depicted on the Exhibit Map attached

hereto, and any additional unincorporated territory of the County for the Los Angeles, State of California, that may be added to the Franchisee's industrial gas service area(s) during the term of the franchise.

Part A. South Bay Unincorporated Area:

Beginning at the centerline intersection of the Century Freeway (105 Freeway) and Sepulveda Boulevard; thence easterly along the centerline of the Century Freeway (105 Freeway) to the centerline intersection with Alameda Street; thence southerly along the centerline of Alameda Street to the centerline intersection with Rosecrans Avenue; thence easterly along the centerline of Rosecrans Avenue to the centerline intersection with Lakewood Boulevard; thence southerly along the centerline of Lakewood Boulevard to the centerline intersection of Pacific Coast Highway; thence westerly and northwesterly along the centerline of Pacific Coast Highway to the point at Gould Avenue and Artesia Boulevard where Pacific Coast Highway changes its name to Sepulveda Boulevard; thence northerly along the centerline of Sepulveda Boulevard to the point of beginning, as same streets and highways existed on January 12, 1999.

Section 2. Consideration; Payment of Fees.

A. Granting Fee. As consideration for the Franchise granted, transferred, extended or otherwise amended, Franchisee shall pay the County a fee of ten thousand dollars (\$10,000) within thirty (30) days after the adoption of this ordinance.

B. Annual Franchise Fee. As additional consideration for a franchise granted or extended, Franchisee shall pay annually in arrears, on or before April 15 following the end of each calendar year ("Fee Payment Date"), for each year during the life of the franchise, to the County, in lawful money of the United States, a franchise fee computed annually ("Annual Franchise Fee"), as set forth below.

C. The Annual Franchise Fee payment by Franchisee shall accrue to the County on January 1 of each year for the highway space occupied by Franchisee's facilities as of December 31 of the calendar year immediately preceding the applicable Fee Payment Date. The Annual Franchise Fee shall be comprised of the "Base Annual Fee," which shall be adjusted by the ratio of the price index as set forth in subsection 2.F., below, and computed to the nearest tenth (1/10) of a cent. The Base Annual Fee shall be calculated according to the highway space occupied by the pipelines and/or conduits, including the protective coverings, pipe casings, pipe connections, and any other appurtenance(s), such as manholes, valves, cathodic protection systems, connections, and any other structure(s). The Base Annual Fee shall be calculated at the rate of two dollars and ten cents (\$2.10) per cubic foot of highway space occupied, as set forth in subsection 2.E., below.

D. To calculate the volume of highway space occupied by Franchisee's pipes and conduits (metal or plastic), the nominal internal diameter of the pipes and conduits shall be adjusted upward as follows:

1. The adjusted diameter of metal pipes and conduits shall be one (1) inch greater than the nominal internal diameter of such pipes and conduits.
2. The adjusted diameter of plastic pipes and conduits shall be two (2) inches greater than the nominal internal diameter of such pipes and conduits; and
3. In no event shall the adjusted diameter of any pipe or conduit (metal or plastic) be less than six (6) inches.

E. The Base Annual Fee shall be calculated in accordance with the following:

1. The rate set forth in subsection 2.C., above, of two dollars and ten cents (\$2.10) per cubic foot of highway space occupied, shall be used to calculate a Base Annual Fee as provided herein.

The adjusted diameter of pipe and conduit shall be used to determine the applicable linear footage base rate per one (1) foot of highway space occupied as set forth in the schedule of base rates, below:

A	B	C
Adjusted Diameter of Pipe and Conduit (In Inches)	Volume Per Foot in Cubic Feet	Base Rate Per Linear Foot (Based on \$2.10 Per Cubic Feet)
6.00	0.1964	\$0.41
7.00	0.2673	\$0.56
8.00	0.3491	\$0.73
9.00	0.4418	\$0.93
10.00	0.5454	\$1.15
11.00	0.6600	\$1.39
12.00	0.7854	\$1.65
13.00	0.9218	\$1.94
14.00	1.0690	\$2.24
15.00	1.2272	\$2.58
16.00	1.3963	\$2.93

17.00	1.5763	\$3.31
18.00	1.7672	\$3.71
19.00	1.9690	\$4.13
20.00	2.1817	\$4.58
21.00	2.4053	\$5.05
22.00	2.6398	\$5.54
23.00	2.8853	\$6.06
24.00	3.1416	\$6.60
25.00	3.4089	\$7.16
26.00	3.6870	\$7.74
27.00	3.9761	\$8.35
28.00	4.2761	\$8.98
29.00	4.5870	\$9.63
30.00	4.9088	\$10.31
31.00	5.2415	\$11.01
32.00	5.5851	\$11.73
33.00	5.9396	\$12.47
34.00	6.3050	\$13.24
35.00	6.6814	\$14.03
36.00	7.0686	\$14.84

2. The linear footage base rate (depicted in column C, above) is derived based on the following:

$$Pi = 3.1416$$

$$r = \text{radius of pipe or conduit (in inches)} = \text{"adjusted diameter" (in inches)} / 2$$

$$L = \text{length of pipe or conduit (in inches)}$$

$$L / 12 = \text{length of pipe or conduit (in feet)}$$

$$\text{Volume of pipe or conduit (in cubic inches)} = Pi \times r^2 \times L$$

$$\text{Volume of pipe or conduit (in cubic feet)} = Pi \times r^2 \times L / 1,728 \text{ inches}$$

$$\text{Base Annual Fee} = \text{Volume of pipe or conduit (in cubic feet)} \times \$2.10 \text{ per cubic foot}$$

$$\text{cubic foot} = [Pi \times r^2 \times L / 1,728 \text{ inches}] \times \$2.10$$

Linear footage base rate = Base Annual Fee per linear foot of pipe

= $[(\pi \times r^2) \times (12 \text{ inches} / 1,728 \text{ inches}) \times \$2.10]$

Base Annual Fee = Linear footage base rate x Length of pipe or conduit

(in feet) = $[(\pi \times r^2) \times (12 \text{ inches} / 1,728 \text{ inches}) \times \$2.10] \times (L / 12 \text{ inches}) = [\pi \times r^2 \times L / 1,728 \text{ inches}] \times \$2.10.$

3. For pipelines with an adjusted diameter greater than six (6) inches and not listed above, the fees shall be in the same proportion to the fees of a twelve (12) inch diameter pipe as the diameter of the unlisted pipe is to twelve (12) inches.

4. The volume of highway space occupied by any other appurtenance(s), such as manholes, valves, cathodic protection systems, connections, and any other structures, shall be computed using the outside dimensions of the structures; and

5. The highway space occupied by overhead communications lines shall be taken as one-fifth (1/5) cubic foot per linear foot of highway route occupied, being equivalent to a rate of forty-two cents (\$0.42) per linear foot ($\$2.10 \times 1/5 = \0.42).

F. The Base Annual Fee shall be calculated as set forth in subsection 2.E., above, and adjusted each calendar year, including the year of granting of this franchise, on the applicable Fee Payment Date in accordance with the following formula to derive

the Annual Franchise Fee, provided however, in no event shall the Annual Franchise Fee be less than seven thousand five hundred dollars (\$7,500).

1. The base franchise fee shall adjust annually on January 1st of each calendar year by an amount equal to one hundred percent (100%) of the increase in the "Consumer Price Index for all Urban Consumers ("CPI-U") for the Los Angeles-Long Beach-Anaheim California Metropolitan Area (1982-84=100), All Items," as published by the United States Department of Labor, Bureau of Labor Statistics/Office of Information ("Bureau"), shall be defined as the "index," and such index as it stands on December 1, 2021 (i.e., 297.925), shall be defined as the "base index," and the index for the month of September immediately preceding the Fee Payment Date shall be defined as the "current index").

2. If the current index differs from the base index, then the Base Annual Fee shall increase or decrease by the percentage increase or decrease between the current index and the base index, provided that, if the current index drops below the base index, no adjustment shall be made. The Base Annual Fee shall be multiplied by an adjustment factor determined by dividing the current index by the base index. For example, if the base index is 100 and the current index is 210, the Annual Franchise Fee shall be two hundred and ten (210) percent (i.e., $210 / 100 = 2.1 = 210\%$) times the Base Annual Fee, provided however, under no circumstances shall the multiplying factor be less than one, nor shall the Annual Franchise Fee calculated using said factor, be less than the Base Annual Fee. If the Bureau shall revise the

index, the parties hereto shall accept the method of revision for conversion recommended by the Bureau; and

3. If the Bureau discontinues the preparation or publication of the CPI-U for the area, and if no transposition table prepared by the Bureau is available applicable to the year of 1982, then the amount of each Annual Franchise Fee shall be computed by reference to such other price index as may be chosen by the County, and the County shall be the sole judge of comparability of successive indices and its determination on this point shall be final and conclusive. In no event shall the Annual Franchise Fee adjusted by reference to such other price index be less than the Base Annual Fee as set forth in subsection 2.E., above.

G. In addition to the foregoing Annual Franchise Fee, Franchisee shall also pay to:

1. The Los Angeles County Department of Public Works ("Public Works"), or before the Fee Payment Date, for each year of the life of the franchise, an initial construction charge calculated at a rate of one hundred dollars (\$100) per mile or fraction thereof for all new main lines laid during that preceding calendar year; and

2. The County Auditor-Controller, on or before the Fee Payment Date, for each year during the life of the franchise, an annual fee of twenty-five dollars (\$25) per pole-mile or portion thereof for aerial or above-ground lines, and twenty-five dollars (\$25) per mile, or portion thereof, for underground conduits for wires, cables, or

telephone or telegraph lines maintained under the franchise during the preceding calendar year.

H. Franchisee shall also pay any application fees, administrative fees, processing fees, late charges, accrued interest, and penalties required in connection with this franchise, all of which may be charged at the then-current applicable rates.

I. The County reserves the right to change its method of calculating fees and the amount thereof, not more frequently than once every (5) years, if the Board of Supervisors ("Board") determines after a public hearing that good cause exists for such change, and such change is not in conflict with laws of the State of California.

Section 3. Reports.

Franchisee shall, during the life of the franchise:

A. File with the County Auditor-Controller and Public Works, on or before the Fee Payment Date, with one copy to each, a report, verified under oath by a duly authorized representative of Franchisee, showing as of December 31 of the immediately preceding calendar year ("Franchise Report Period"), the length of the Franchisee's main lines in highways, the nominal internal diameter of such main lines, the "rate per foot per year," defined as the amount payable per linear foot per year under Section 2, and the computation of the total amount of the Annual Franchise Fee due to the County,

together with such data as is necessary in the opinion of the County Auditor-Controller and/or Public Works to calculate or verify the calculation of the Annual Franchise Fee as required by subsection 2.B.

B. Show in the report prepared pursuant to subsection 3.A., above, any change in franchise footage since the end of the most recent Franchise Report Period, segregating such footage as to new main lines laid, old main lines removed, old main lines abandoned in place, including the internal diameter of such main lines laid, removed, and/or abandoned in place; the footage of new conduits laid for wires, cables, telegraph lines or telephone lines, old conduits removed, old conduits abandoned in place; the diameter of such conduits laid, removed, and/or abandoned in place; and the footage and internal diameter of main lines and conduits in territory annexed or incorporated since the last day of the most recent Franchise Report Period.

C. File with Public Works, on or before the Fee Payment Date, a report showing the permit number of each permit obtained for the installation of new main lines and conduits during the most recently completed Franchise Report Period, together with the length and size of such main lines and conduits.

Section 4. Late Payments.

A. In the event Franchisee fails to make any of the payments provided for herein on or before the dates they are due, Franchisee shall pay a late charge of ten

percent (10%) of the amount due, said ten percent (10%) being due on the sixty-first (61st) day after the original due date.

B. In the event full payment of any rate, payment, or fee, including the ten percent (10%) late charge, is not received within ninety (90) days after the due date, an assessment of interest shall accrue on the unpaid balance at ten percent (10%) per month, beginning on the ninety-first (91st) day after the due date until full payment is received. Following the ninety-first (91st) day after the due date, should the franchise payment not be provided to the County, County reserves the right to terminate the franchise. Upon termination of this franchise, operation of the facilities covered by the franchise would no longer be authorized, and Franchisee will be liable for costs associated with such termination, including but not limited to the costs of abandonment and/or removal of Franchisee's facilities. This term shall survive the expiration of this franchise.

Section 5. Indemnification, Insurance, and Bonding.

Franchisee shall meet the following indemnification, insurance, and bonding requirements:

A. Franchisee shall indemnify, defend, and hold harmless, the County and its special districts, elected and appointed officers, employees, and agents ("County's Agents") from and against any and all expenses, costs, fees, damages, claims, liabilities, and lawsuits of any nature, including, without limitation, those involving,

relating to, or asserting bodily injury, personal injury, death, property damage, encroachment or encumbrance upon property rights or interests, infringement of property rights or interests, loss of property value, defense costs, attorneys' fees, workers' compensation benefits, expenses, and damages of any other type (collectively "Claims"), that relate to or arise from: (1) County's grant and/or extension of the franchise; (2) Franchisee's use or exercise of the franchise and/or the operations or services provided by Franchisee, its employees, agents, servants, receivers, contractors, subcontractors, successors, or assignees ("Franchisee's Agents") in connection with the franchise; and/or (3) any acts or omissions of Franchisee, Franchisee's Agents, or any person in connection with activities or work conducted or performed pursuant to the franchise and/or arising out of such activities or work. In furtherance of, and in no way limiting the foregoing, Franchisee shall indemnify, defend, and hold harmless the County and the County's Agents from and against any and all Claims that relate to, arise from, or involve pollution, contamination, degradation, and/or environmental compliance, relating to, arising from, or involving the franchise, or Franchisee's use or exercise thereof, including, but not limited to, any Claims arising from or relating to any threatened, actual, or alleged discharge, dispersal, release, or escape of any substance, including, but not limited to, any pollutant or contaminant of any kind, into or upon any person, thing, or place, including the land, soil, atmosphere, man-made structure, and/or any above or below ground watercourse or body of water.

B. Public Works shall be immediately notified by Franchisee of any discharge, release, or escape of any liquid hydrocarbon products, wet gas, industrial gas, chemicals, steam, water, wastewater, mud, or other substances from Franchisee's pipelines and appurtenances within the franchise area. All actions to investigate, remove, or remediate any substance reasonably demonstrated to be discharged, dispersed, released, or escaped from Franchisee's pipelines, and to repair or restore Franchisee's pipelines and appurtenances shall be the sole responsibility of Franchisee and shall be conducted by Franchisee or Franchisee's agents, in conformance with any and all laws, ordinances, rules, regulations, requirements, and orders whatsoever, present or future, of the federal, State, County, or other applicable local government at Franchisee's sole cost and expense, and shall be immediately undertaken by Franchisee or Franchisee's agents. If Franchisee fails to take any action required pursuant to this Section, the County may, but shall not be obligated to, take all actions it deems appropriate at Franchisee's sole expense. Upon written demand by the County, Franchisee shall reimburse the County for all County expenses reasonably incurred in connection with the County's actions, including, but not limited to, all direct and indirect costs relating to investigation, remediation, and removal.

C. Without limiting Franchisee's indemnification of the County or the County's Agents, Franchisee shall provide and maintain at its own expense, during the term of this franchise, the following programs of insurance. Such programs and evidence of insurance are required to be satisfactory to the County, and shall be primary to, and not

contributing with, any other insurance or self-insurance programs maintained by the County.

1. Certificate(s) or other evidence of coverage satisfactory to the County shall be delivered to Public Works on or before the operative date of this franchise ordinance, and on or before the expiration date of each term of insurance.

Such certificates or other evidence of coverage shall:

- a. Specifically identify this franchise ordinance;
- b. Clearly evidence all insurance required in this franchise ordinance;
- c. Contain the express condition that the County is to be given written notice by registered mail at least thirty (30) days in advance of any modification, non-renewal, cancellation, or termination of any program of liability insurance, and at least thirty (30) days in advance of any modification, non-renewal, cancellation, or termination of any program of Workers' Compensation or other insurance required by this Section;
- d. Include a copy of the additional insured endorsement to the commercial general liability policy, adding the County and County's Agents as additional insureds for all activities arising from this franchise; and
- e. Show Franchisee's insurance as primary to the County's insurance and self-insurance programs. This may be evidenced by adding a statement to the additional insured endorsement required in subsection (d) stating: "It is further

agreed that the insurance afforded by this policy is primary to any insurance or self-insurance programs maintained by the additional insureds, and the additional insureds' insurance and self-insurance programs are excess and non-contributing to Named Insured's insurance."

2. The County reserves the right to require copies of Franchisee's insurance policies at the County's request.

3. Insurance is to be provided by an insurance company with an A. M. Best rating of not less than A:VII, unless otherwise approved by the County.

4. Franchisee agrees to release the County and the County's Agents and waive its rights of recovery against them under the insurance policies specified in this franchise ordinance.

5. Such insurance shall be endorsed naming the County and the County's Agents as additional insureds, and shall include, but not be limited to:

a. Commercial General Liability insurance written on a commercial general liability form (ISO policy form CG 00 01, or its equivalent, unless otherwise approved by the County), with a combined single limit of not less than five million dollars (\$5,000,000) per occurrence, fifteen million dollars (\$15,000,000) policy aggregate, and fifteen million (\$15,000,000) products/completed operation aggregate.

i. If written on a claims-made form, such insurance shall be endorsed to provide an extended reporting period of not less than two (2) years following termination or cancellation of this franchise.

b. Comprehensive Auto Liability insurance (written on ISO policy form CA 00 01, or its equivalent, unless otherwise approved by the County), endorsed for all owned, non-owned, and hired vehicles with a limit of not less than one million dollars (\$1,000,000) per occurrence.

i. If written with an annual aggregate limit, the policy limit should be three (3) times the above-required occurrence limit.

ii. If written on a claims-made form, such insurance shall be endorsed to provide an extended reporting period of not less than two (2) years following termination or cancellation of this franchise.

6. A program of Workers' Compensation insurance in an amount and form to meet all applicable requirements of the California Labor Code and the "Longshoreman and Harbor Worker Compensation Act," (33 U.S.C. § 901 et seq., as it may hereafter be amended, including Employer's Liability with not less than a one million dollar (\$1,000,000) limit, covering all persons providing services on behalf of Franchisee and all persons Franchisee is legally required to cover.

D. Franchisee shall furnish Public Works, within thirty (30) days of the operative date of this ordinance, and within thirty (30) days of the expiration date of each term of insurance, either certified copies of the policies required by subsection 5.C. or a certificate of insurance for each of said policies executed by Franchisee's

insurance agent, or by the company issuing the policy, certifying that the policy is in force.

E. Within thirty (30) days following the operative date of this franchise ordinance, Franchisee shall provide to Public Works a faithful performance bond in the sum of not less than two hundred thousand dollars (\$200,000), payable to the County of Los Angeles and executed by a corporate surety acceptable to the County and licensed to transact business as a surety in the State of California. Such bond shall be conditioned upon the faithful performance by Franchisee of the terms and conditions of this franchise and shall provide that, in case of the breach of any condition of this franchise, the whole amount of the penal sum of two hundred thousand dollars (\$200,000), or any portion thereof, and shall be immediately payable to the County by the principal and surety(ies) of the bond.

1. Throughout the term of this franchise, Franchisee shall maintain the faithful performance bond in the amount specified herein. Within ten (10) business days after receipt of notice from the County that any amount has been withdrawn from the bond as provided in this section, Franchisee shall immediately restore the bond to the full amount specified herein.

2. The faithful performance bond shall continue to exist for one year following the County's approval of any sale, transfer, assignment, or other change of ownership of the franchise, or following the expiration or termination of this franchise.

The County, in its sole discretion, may release said bond prior to the end of the one-year period upon satisfaction by Franchisee of all the obligations under the franchise.

3. At its sole option, the County may accept Certificates of Deposit, Cash Deposits, irrevocable letters of credit, or U.S. Government Securities in lieu of, or in addition to, commercial bonds to meet the above bonding requirements. Such alternative instruments shall be made payable to the County and shall be deposited with the County's Auditor-Controller and/or Treasurer and/or Treasurer Tax Collector, as applicable.

F. The types and amounts of said insurance coverage and bonding shall be subject to review and reasonable adjustment by the County, in its sole discretion, at any time during the term of the franchise. In the event of such adjustment, Franchisee agrees to obtain said adjusted insurance coverage and bonding, in type(s) and amount(s) determined by the County, within thirty (30) days after written notice from the County.

G. Failure on the part of Franchisee to procure or maintain the required insurance and bonding, or to provide evidence of current insurance and bonding, shall constitute a material breach of the terms of this franchise upon which the County may immediately terminate or suspend this franchise.

H. It is the obligation of Franchisee to provide evidence of current insurance policies and bonding. Any franchise operations shall not commence until Franchisee has complied with the provisions of this Section, and any operations shall be suspended

during any period that Franchisee fails to obtain or maintain the insurance and bonding required hereunder.

Section 6. Transfers and Assignments.

A. Franchisee shall not sell, transfer (including stock transfer), exchange, assign, lease, or divest itself of the franchise or any part thereof (each of which is hereinafter referred to as an "Assignment"), to any other person or entity ("Transferee"), except as provided in this section and after payment of a transfer fee as detailed in subsection 6.G., below.

B. Franchisee shall inform Public Works of any pending Assignment, except as excluded in subsection 6.E., and shall provide all documents requested by the County, as set forth in subsection 6.F. Consent to any such Assignment shall only be refused if the County finds that Franchisee is not in compliance with the terms and conditions of the franchise and/or that the proposed Transferee, as applicable, is lacking in sufficient experience and/or financial ability to meet the franchise obligations. Consent shall be conditioned upon the terms and conditions set forth in the Assignment documents delivered to Public Works, the assumption by the Transferee, as applicable, of all Franchisee's covenants and obligations under the franchise, and all information provided to the County under subsection 6.F., below, being true and correct as of completion of the Assignment. Upon receipt of such consent from the County, Franchisee may proceed to consummate the Assignment.

C. Franchisee shall file with Public Works, within thirty (30) days after the effective date of any Assignment, certified copies of the duly executed instrument(s) that officially evidence(s) such Assignment. If any such duly executed instrument is not filed with Public Works within thirty (30) days after the effective date of such proposed assignment, or if any condition to consent by the County has not been met, then the County may determine, and then notify Franchisee and the proposed Transferee, that the Assignment has no force or effect and/or that the franchise is forfeited.

D. As a condition to granting consent to such Assignment, the County may impose such additional terms, and conditions upon the proposed Transferee as the Board deems to be in the public interest. Nothing contained herein shall be construed to grant Franchisee the right to complete an Assignment except in the manner aforesaid, whether by operation of law, by voluntary act of Franchisee, or otherwise.

E. Notwithstanding the foregoing, shareholders, partners, and/or any other person or entity owning an interest in Franchisee may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein without the consent of the County so long as such sale, transfer, exchange, Assignment, divestment, or other change, including a merger, does not result in giving majority control of Franchisee to any person or persons, corporation, partnership, or legal entity other than the person or entity with the controlling interest in Franchisee on the effective date of the franchise or the effective date of the last approved Assignment. Otherwise, consent thereof shall be required as otherwise provided in this Section.

F. Except for any Assignments made pursuant to subsection 6.E., upon notice by Franchisee of any proposed Assignment, the proposed Transferee shall submit an Assignment application to Public Works, which shall contain at a minimum:

1. Identification of the proposed Transferee which indicates the corporate or business entity organization, including the submission of copies of the corporate or business formation papers (e.g., articles of incorporation and by-laws, limited partnership agreements, operating agreements), and the names and addresses of any parent or subsidiary of the proposed Transferee(s), or any other business entity owning or controlling the proposed Transferee in part or in whole.

2. A current financial statement, which has been audited by a certified public accountant, demonstrating conclusively to the satisfaction of the County that the proposed Transferee has all of the financial resources necessary to carry out all of the terms and conditions of the franchise. The financial statement shall include a balance sheet, a profit and loss statement for at least the three (3) most recent years, and a statement of changes in financial position; however, if the proposed Transferee has been in existence for less than three (3) years, then for such period of existence.

3. A copy of the proposed agreement of sale, letter of understanding, or other documentation which details the proposed Assignment ("Assignment Documents").

4. Other information that may be required by the County to assess the capability of the proposed Transferee to operate and maintain the franchise.

G. The transfer fee of ten thousand dollars (\$10,000) shall be submitted with Franchisee's request for the County's consent to any Assignment described in subsection 6.A., and pay the County's actual ~~actual~~ costs to process the proposed Assignment application, including any consultant's fees incurred by the County to assist in evaluating the application, exceed the fees detailed above, Franchisee and the proposed Transferee may be required to pay any additional costs incurred by the County in processing the request for Assignment. Such additional costs shall be paid by Franchisee and the proposed Transferee, or either, prior to final consideration of the request by the County or the Board, as applicable.

Section 8. Removal or Abandonment of Facilities.

A. At the time of expiration, revocation, or termination of this franchise or of the permanent discontinuance of the use of its pipes and appurtenances, Franchisee shall, within 30 days thereafter, make a written application to Public Works for permission to engage in one of the following in accordance with applicable federal, state, and local laws and regulations: (1) abandon all, or a portion, of such pipes and appurtenances in place; or (2) remove all, or a portion, of such pipes and appurtenances. Such application will describe the pipes and appurtenances desired to be abandoned by reference to the map or maps required by this Franchise and will describe with reasonable accuracy the relative physical condition of the pipes and appurtenances. Public Works will determine whether any abandonment, removal or

transfer that is proposed may be effected without detriment to the public interest or under what conditions the proposed abandonment, removal or transfer may be safely effected and will then notify the Franchisee of any such requirements and to either remove all, or a portion of such pipes and appurtenances, or abandon in place all, or a portion, of such pipes and appurtenances. If, for any reason, Franchisee suspends operations of any of the pipes and appurtenances contained in this Franchise for a period more than 90 consecutive days, Franchisee will notify Public Works. During this period of suspended operations, the Franchisee will maintain said pipes and appurtenances in accordance with all applicable Federal and/or State standards as directed by the California State Fire Marshal.

B. If any pipes and appurtenances to be abandoned in place subject to prescribed conditions are not abandoned in accordance with all such conditions, then Public Works may make additional appropriate orders at its sole discretion, including, an order that the Franchisee remove all such pipes and appurtenances in accordance with applicable requirements. In the event the Franchisee fails to remove any pipes and appurtenances which it is obligated to remove in accordance with such applicable requirements within such time as may be prescribed by Public Works, then Public Works may remove such pipes and appurtenances at the Franchisee's expense and the Franchisee will pay to the County within 60 days after delivery of an itemized bill the cost of removal including, but not limited to, reasonable overhead expenses in the sum no greater than an additional 30% of the actual cost of such work.

C. Abandoned pipelines on County highways remain property of the Franchisee. Should the abandoned pipelines interfere with future utility or underground facility said pipelines would be removed by others as necessary.

D. For the purposes of the payment of fees provisions in Section 2 of this franchise, facilities shall exist as such until (1) inspection reports of Public Works indicate the work of removal has been done to its satisfaction or (2) in the case of facilities to be abandoned in-place.

E. This Section will survive the termination or expiration of this Franchise.

Section 9. Relocation of Pipelines.

In the event Franchisee receives notice from the County, a city, or any other public entity to relocate its pipelines and appurtenances, if Franchisee neglects or fails to relocate its facilities in a timely manner and in accordance with applicable federal, state, and local laws and regulations after receipt of any such notice, Franchisee shall be solely responsible for, and shall reimburse the County, city, and any other applicable public entities, any and all costs or expenses incurred by the County, city, and other applicable public entities, due to, or resulting from, such neglect or failure with respect to relocation of the facilities.

Section 10. Pipeline Franchise Ordinance.

Franchisee acknowledges that it must comply with all applicable federal, state, and local laws and regulations, including the County Code, as may be amended hereafter, to the extent Franchisee continues to conduct activities within the County's

right-of-way, and/or Franchisee's facilities continue to occupy the County's right-of-way, following the termination or expiration of this franchise.

Section 11. County Addresses.

All fee payments and reports required hereunder, except those expressly directed to be sent to Public Works, shall be sent to the County and addressed as follows:

Franchise/Concessions Section
County of Los Angeles
Office of the Auditor-Controller
Administrative Services, Room 515
500 West Temple Street
Los Angeles, California 90012-2713

Applications, reports, notices, and other documents and information referenced in this franchise shall be sent to the County, at the same address referenced above, with a copy to:

Los Angeles County Public Works
Attn: Survey/Mapping & Property Management Division
900 South Fremont Avenue
Alhambra, California 91803

Any notice, request, instruction, or other document to be given to Franchisee shall be addressed as follows:

Air Products and Chemicals, Inc
Real Estate Department
1940 Air Products Blvd.
Allentown, PA 18106
Attention: Aimee Kutzler, Manager - Real Estate

Section 12. Franchise Ordinance Operative Date.

The operative date of this franchise ordinance shall be May 25, 2023.

Section 13. Termination.

If Franchisee fails to comply with any of the requirements of the franchise, the County may, in its sole discretion, terminate the franchise and/or seek any and all available remedies at law or in equity.

Air Products and Chemicals, Inc. Proprietary Industry Gas Pipeline

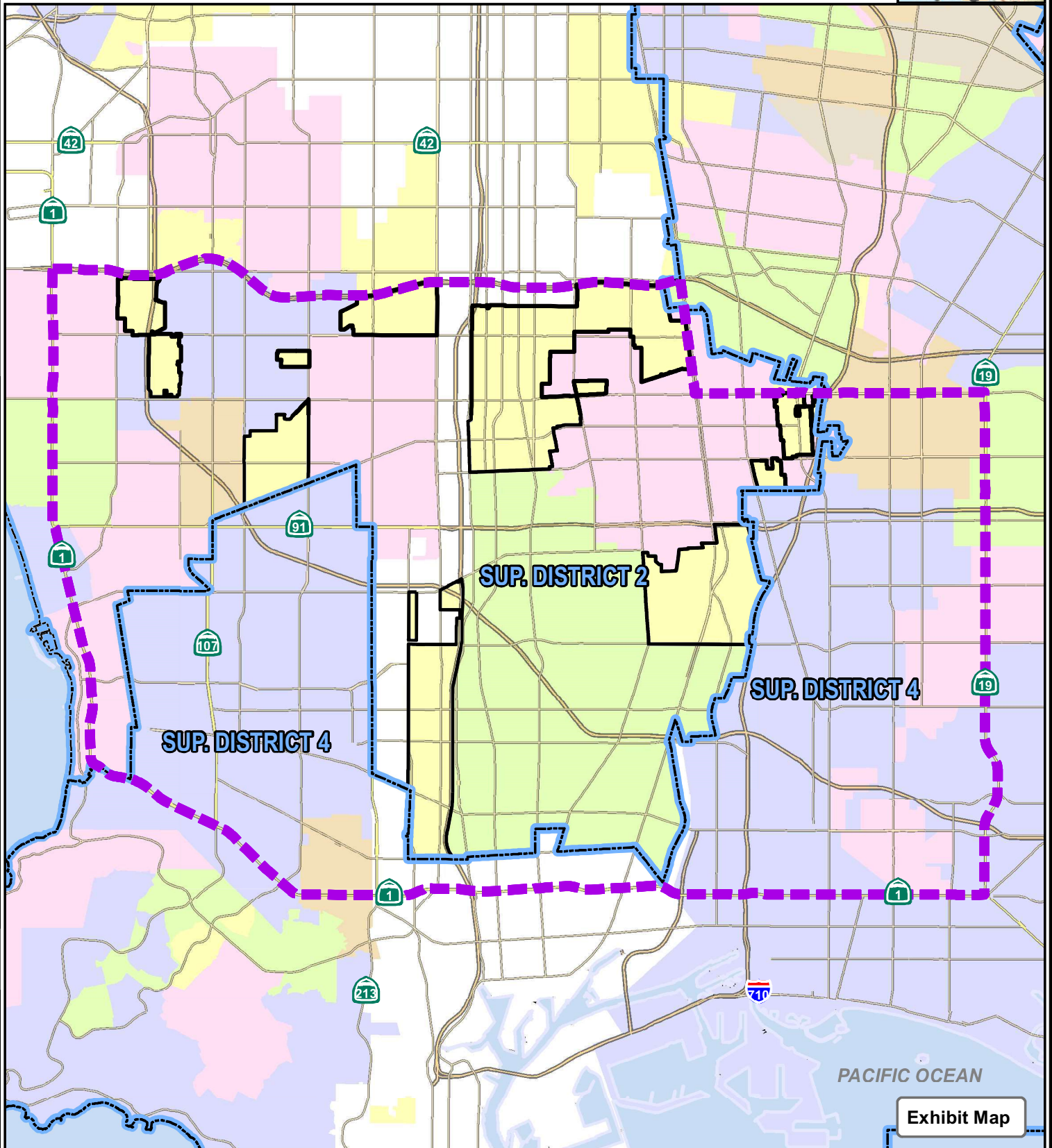
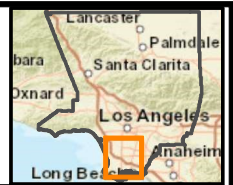


Exhibit Map



---- Franchise Boundary
---- Supervisorial District



Unincorporated County Area

P:\mppub\MAPS\VCS\CUSTOM_MAPS\SMPM\Acq&Rev\Pipeline Franchise\MXD\Air Product&Chemical.mxd
 DATE: Dec 29, 2022 Mapping & GIS Services, SMPM (MTHONG)

This map shows only pipelines available in Public Works database. The County of Los Angeles and its Department of Public Works do not represent or warrant that the information on this map is error-free, accurate, current, or complete. The County of Los Angeles and its Department of Public Works are not liable for any errors or omissions on this map.



0 1.5
Miles

BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	3/1/2023		
BOARD MEETING DATE	3/21/2023		
SUPERVISORIAL DISTRICT AFFECTED	<input type="checkbox"/> All <input type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input type="checkbox"/> 4 th <input checked="" type="checkbox"/> 5 th		
DEPARTMENT(S)	Public Works		
SUBJECT	WATER RESOURCES CORE SERVICE AREA SALE OF SURPLUS REAL PROPERTY FROM THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT TO MR. EDUARDO E. CEBERIO AND MS. ALIXCA J. SOBERANTES-CEBERIO PICKENS CANYON CHANNEL, PARCEL 42EXF, IN THE UNINCORPORATED LA CRESCENTA-MONTROSE AREA OF THE COUNTY OF LOS ANGELES (SUPERVISORIAL DISTRICT 5) (3 VOTES)		
PROGRAM	None		
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why:		
DEADLINES/ TIME CONSTRAINTS	N/A		
COST & FUNDING	Total cost: \$23,391	Funding source: B07	
	TERMS (if applicable):		
	Explanation: Mr. Eduardo E. Ceberio and Ms. Alixca J. Soberantes-Ceberio deposited \$23,391 for the purchase of Parcel 42EXF, which represents fair market value of the Los Angeles County Flood Control District's property. This amount was deposited into the Flood Control District Fund (B07, Revenue Source Code 9908-Sale of Capital Assets-Land).		
PURPOSE OF REQUEST	Mr. Ceberio and Ms. Soberantes-Ceberio requested to purchase Parcel 42EXF related to Pickens Canyon Channel to remedy an encroachment on the District's property.		
BACKGROUND (include internal/external issues that may exist including any related motions)	In 1942 the District acquired Parcel 42 as part of the land needed for Pickens Canyon Channel. Construction of the facility has been completed and the subject parcel lies outside of the required right of way.		
EQUITY INDEX OR LENS WAS UTILIZED	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:		
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please state which one(s) and explain how: Sustainability–Revenues received from this transaction will help promote fiscal responsibility by providing accessible funds for the District's programs.		
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Shari Afshari, Deputy Director, (626) 458-4008, safshari@pw.lacounty.gov		

PICKENS CANYON CHANNEL
UNINCORPORATED LA CRESCENTA/MONTROSE AREA
OF THE COUNTY OF LOS ANGELES





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

March 21, 2023

IN REPLY PLEASE

REFER TO FILE: **SMP-6**

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

Dear Supervisors:

**WATER RESOURCES CORE SERVICE AREA
SALE OF SURPLUS REAL PROPERTY FROM
THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT
TO MR. EDUARDO E. CEBERIO AND MS. ALIXCA J. SOBERANTES-CEBERIO
PICKENS CANYON CHANNEL, PARCEL 42EXF,
IN THE UNINCORPORATED LA CRESCENTA-MONTROSE AREA
OF THE COUNTY OF LOS ANGELES
(SUPERVISORIAL DISTRICT 5)
(3 VOTES)**

SUBJECT

Public Works is seeking Board approval to sell Parcel 42EXF related to Pickens Canyon Channel, in the unincorporated La Crescenta-Montrose area of the County of Los Angeles, from the Los Angeles County Flood Control District to the adjacent property owners, Mr. Eduardo E. Ceberio and Ms. Alixca J. Soberantes-Ceberio.

**IT IS RECOMMENDED THAT THE BOARD ACTING AS THE GOVERNING BODY OF
THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT:**

1. Find that the proposed project is exempt from the California Environmental Quality Act for the reasons stated in this Board letter and in the record of the project.
2. Find that the fee interest in Parcel 42EXF related to Pickens Canyon Channel, in the unincorporated La Crescenta-Montrose area of the County of Los Angeles, is surplus and no longer required for the purposes of the Los Angeles County Flood Control District.

3. Find that Parcel 42EXF related to Pickens Canyon Channel, in the unincorporated La Crescenta-Montrose area of the County of Los Angeles, is exempt surplus land under the provisions of the Surplus Land Act.
4. Approve the project, which is the sale of Parcel 42EXF related to Pickens Canyon Channel, from the Los Angeles County Flood Control District to the adjacent property owners, Mr. Eduardo E. Ceberio and Ms. Alixca J. Soberantes-Ceberio.
5. Delegate authority to the Chief Engineer of the Los Angeles County Flood Control District or his designee to execute the Quitclaim Deed document and authorize delivery to Mr. Eduardo E. Ceberio and Ms. Alixca J. Soberantes-Ceberio.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommended actions will find that the project is exempt from the California Environmental Quality Act (CEQA), the parcel is exempt surplus land under the provisions of the Surplus Land Act, and allow the Los Angeles County Flood Control District to sell its surplus real property, Parcel 42EXF related to Pickens Canyon Channel, in the unincorporated La Crescenta-Montrose area of the County of Los Angeles, as shown on the enclosed map, to the adjacent property owners, Mr. Eduardo E. Ceberio and Ms. Alixca J. Soberantes-Ceberio, for \$23,391.

In 1942 the District acquired Parcel 42 as part of the land needed for Pickens Canyon Channel. Construction of the facility has been completed and the subject parcel lies outside of the required right of way.

Mr. Ceberio and Ms. Soberantes-Ceberio requested to purchase Parcel 42EXF related to Pickens Canyon Channel, measuring approximately 555± square feet, to remedy an encroachment on the District's property.

Implementation of Strategic Plan Goals

These recommendations support the County Strategic Plan: Strategy III.3, Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability, because revenues received from this transaction will help promote fiscal responsibility by providing funds for

the District's programs and will allow the surplus property to be placed on the County's tax roll subject to additional property taxes.

FISCAL IMPACT/FINANCING

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

Mr. Ceberio and Ms. Soberantes-Ceberio deposited \$23,391 for the purchase of Parcel 42EXF, which represents fair market value. Parcel 42EXF was appraised by a licensed appraiser and the value was determined based on Uniform Standards of Professional Appraisal Practice. This amount was deposited into the Flood Control District Fund (B07, Revenue Source Code 9908-Sale of Capital Assets-Land).

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Pursuant to California Government Code, Section 65402, notification of the proposed sale was submitted to the Department of Regional Planning for its report as to conformance with the adopted General Plan. Per a letter dated April 20, 2022, Regional Planning deemed that the proposed sale conformed with the County's General Plan subject to the recording of a Covenant and Agreement to Hold Property as One Parcel.

Parcel 42EXF related to Pickens Canyon Channel is exempt surplus land as defined in California Government Code, Section 54221. The parcel is exempt surplus land under the provisions of the Surplus Land Act because (1) it is being sold to the owners of contiguous land; (2) the parcel size is less than 5,000 square feet in area; and (3) is less than the minimum legal residential building lot sized for the jurisdiction in which the parcel is located.

The proposed sale is authorized by Section 2, Subsection 13, of the Los Angeles County Flood Control Act. This section provides as follows: "The Los Angeles County Flood Control District is hereby declared to be a body corporate and politic and has all the following powers...13. To lease, sell or dispose of any property (or any interest therein) whenever in the judgment of the board of supervisors of the property, or any interest therein or part thereof, is no longer required for the purposes of the district..."

The proposed sale is not considered adverse to the District and will not hinder the use of Pickens Canyon Channel for possible transportation, utility, or recreational corridors. The Quitclaim Deed document does not transfer rights to any oil, gas, petroleum, or other hydrocarbons and minerals.

The Quitclaim Deed document will be approved by County Counsel as to form prior to execution and it will be recorded.

ENVIRONMENTAL DOCUMENTATION

This proposed project, which is the sale of the District's surplus real property, is exempt from CEQA. The sale of the subject property is within a class of projects that has been determined not to have a significant effect on the environment in that it meets the criteria set forth in Section 15312 of the CEQA Guidelines and Class 12 of the County's Environmental Document Reporting Procedures and Guidelines, Appendix G. The subject property does not have significant value for wildlife habitat or other environmental purposes and is incapable of independent development. In addition, based on the proposed project records, it will comply with all applicable regulations; it is not in a sensitive environment; there are no cumulative impacts, unusual circumstances, damage to scenic highways, or listing on hazardous waste site lists compiled pursuant to Government Code, Section 65962.5; or indications that it may cause a substantial adverse change in the significance of a historical resource that would make the exemption inapplicable.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

This transaction will eliminate the need to maintain the property and reduce the District's expenses and potential liabilities.

The Honorable Board of Supervisors
March 21, 2023
Page 5

CONCLUSION

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

Respectfully submitted,

MARK PESTRELLA, PE
Director of Public Works

MP:GE:jh

Enclosure

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

**PICKENS CANYON CHANNEL
UNINCORPORATED LA CRESCENTA/MONTROSE AREA
OF THE COUNTY OF LOS ANGELES**

SUP. DISTRICT 5

FOOTHILL FRWY

Parcel No. 42EXF
Area = 555± Sq. Ft.

A.I.N.
5807-014-903

CHANNEL

A.I.N.
5807-014-039
2559 Mayfield Ave
Montrose, CA 91020

MAYFIELD AV

ROSEMONT AV

PICKENS CANYON



Legend:



Quitclaim of LACFCD Fee
Parcel No. 42EXF



Eduardo E. Ceberio and
Alixca J. Soberanes Ceberio
(Requestor)

Feet
0 50



BOARD LETTER/MEMO CLUSTER FACT SHEET

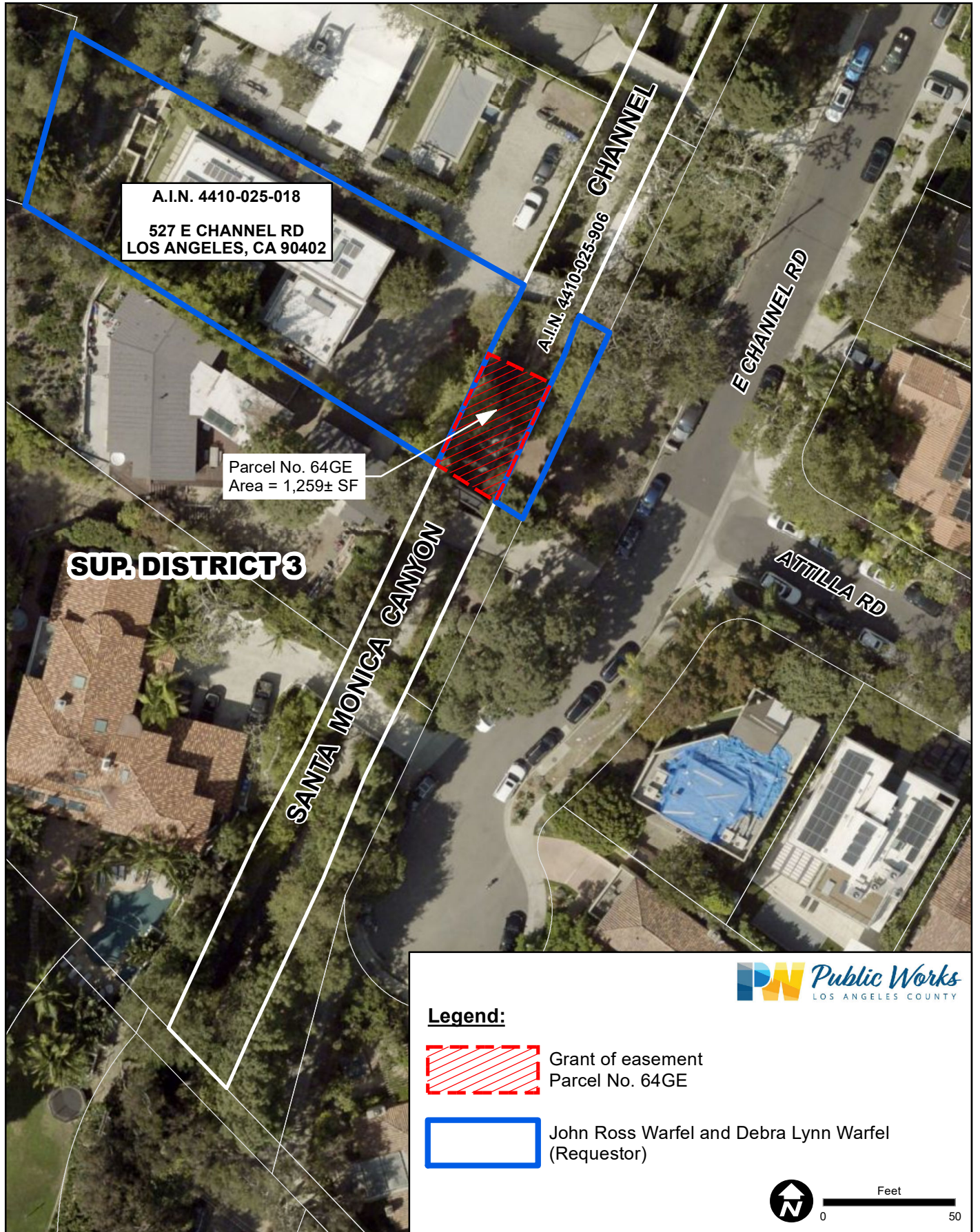
☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	3/1/2023							
BOARD MEETING DATE	3/21/2023							
SUPERVISORIAL DISTRICT AFFECTED	<input type="checkbox"/> All <input type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input checked="" type="checkbox"/> 3 rd <input type="checkbox"/> 4 th <input type="checkbox"/> 5 th							
DEPARTMENT(S)	Public Works							
SUBJECT	WATER RESOURCES CORE SERVICE AREA GRANT OF EASEMENT FROM THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT TO MR. JOHN ROSS WARFEL AND MRS. DEBRA LYNN WARFEL, TRUSTEES OF THE WARFEL FAMILY TRUST ESTABLISHED UNDER DECLARATION OF TRUST DATED APRIL 24, 2003, SANTA MONICA CANYON CHANNEL, PARCEL 64GE, IN THE PACIFIC PALISADES COMMUNITY OF THE CITY OF LOS ANGELES (SUPERVISORIAL DISTRICT 3) (3 VOTES)							
PROGRAM	None.							
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No							
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why:							
DEADLINES/ TIME CONSTRAINTS	None.							
COST & FUNDING	<table border="1"> <tr> <td>Total cost: \$39,474</td><td>Funding source: B07</td></tr> <tr> <td colspan="2">TERMS (if applicable):</td></tr> <tr> <td colspan="2">Explanation: Mr. John Ross Warfel and Mrs. Debra Lynn Warfel agreed to deposit \$39,474 for the grant of easement, which represents fair market value. This amount will be deposited into the Flood Control District Fund (B07, Revenue Source Code 9906-Sale of Capital Assets-Easements).</td></tr> </table>		Total cost: \$39,474	Funding source: B07	TERMS (if applicable):		Explanation: Mr. John Ross Warfel and Mrs. Debra Lynn Warfel agreed to deposit \$39,474 for the grant of easement, which represents fair market value. This amount will be deposited into the Flood Control District Fund (B07, Revenue Source Code 9906-Sale of Capital Assets-Easements).	
Total cost: \$39,474	Funding source: B07							
TERMS (if applicable):								
Explanation: Mr. John Ross Warfel and Mrs. Debra Lynn Warfel agreed to deposit \$39,474 for the grant of easement, which represents fair market value. This amount will be deposited into the Flood Control District Fund (B07, Revenue Source Code 9906-Sale of Capital Assets-Easements).								
PURPOSE OF REQUEST	Grant of easement for ingress and egress purposes with the right to construct, use, repair, and maintain a prefabricated bridge over Parcel 64GE related to Santa Monica Canyon Channel.							
BACKGROUND (include internal/external issues that may exist including any related motions)	Mr. and Mrs. Warfel requested the easement from the Los Angeles County Flood Control District to install a prefabricated bridge to cover the channel creating a contiguous area in front of their property.							
EQUITY INDEX OR LENS WAS UTILIZED	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:							
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please state which one(s) and explain how: Sustainability—Revenues received from this transaction will help promote fiscal responsibility by providing accessible funds for District's programs.							
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Shari Afshari, Deputy Director, (626) 458-4008, safshari@pw.lacounty.gov							

**SANTA MONICA CANYON CHANNEL
PACIFIC PALISADES COMMUNITY OF THE CITY OF LOS ANGELES**





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

March 21, 2023

IN REPLY PLEASE

REFER TO FILE: **SMP-6**

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

Dear Supervisors:

**WATER RESOURCES CORE SERVICE AREA
GRANT OF EASEMENT
FROM THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT
TO MR. JOHN ROSS WARFEL AND MRS. DEBRA LYNN WARFEL,
TRUSTEES OF THE WARFEL FAMILY TRUST ESTABLISHED UNDER
DECLARATION OF TRUST DATED APRIL 24, 2003,
SANTA MONICA CANYON CHANNEL, PARCEL 64GE,
IN THE PACIFIC PALISADES COMMUNITY
OF THE CITY OF LOS ANGELES
(SUPERVISORIAL DISTRICT 3)
(3 VOTES)**

SUBJECT

Public Works is seeking Board approval to grant an easement for ingress and egress purposes with the right to construct, use, repair, and maintain a prefabricated bridge over Parcel 64GE related to Santa Monica Canyon Channel, in the Pacific Palisades community of the City of Los Angeles, from the Los Angeles County Flood Control District to Mr. John Ross Warfel and Mrs. Debra Lynn Warfel, Trustees of the Warfel Family Trust Established under Declaration of Trust dated April 24, 2003.

**IT IS RECOMMENDED THAT THE BOARD ACTING AS THE GOVERNING BODY OF
THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT:**

1. Find that the proposed project is exempt from the California Environmental Quality Act for the reasons stated in this Board letter and in the record of the project.

2. Find that the grant of easement for ingress and egress purposes with the right to construct, use, repair, and maintain a prefabricated bridge over Parcel 64GE related to Santa Monica Canyon Channel and the subsequent use of said easement will not interfere with the use of the affected parcel for any purposes of the Los Angeles County Flood Control District.
3. Approve the project, which is the grant of easement for ingress and egress purposes with the right to construct, use, repair, and maintain a prefabricated bridge over Parcel 64GE related to the Santa Monica Canyon Channel, from the Los Angeles County Flood Control District to Mr. John Ross Warfel and Mrs. Debra Lynn Warfel, Trustees of the Warfel Family Trust Established under Declaration of Trust dated April 24, 2003.
4. Instruct the Chair of the Board of Supervisors to execute the Easement document and authorize delivery to Mr. John Ross Warfel and Mrs. Debra Lynn Warfel, Trustees of the Warfel Family Trust Established under Declaration of Trust dated April 24, 2003.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION:

Approval of the recommended actions will find that the project is exempt from the California Environmental Quality Act (CEQA) and allow the Los Angeles County Flood Control District to grant an easement for ingress and egress purposes with the right to construct, use, repair, and maintain a prefabricated bridge over Parcel 64GE related to Santa Monica Canyon Channel, in the Pacific Palisades community of the City of Los Angeles, as shown on the map attached to the enclosed Easement document, to Mr. John Ross Warfel and Mrs. Debra Lynn Warfel, Trustees of the Warfel Family Trust Established under Declaration of Trust dated April 24, 2003. Mr. and Mrs. Warfel agreed to deposit \$39,474 for the grant of easement, which represents fair market value.

Mr. and Mrs. Warfel requested the easement containing 1,259 square feet to improve access to their property and they will quitclaim portions of their existing road easement, which are no longer required by them. The easement will allow Mr. and Mrs. Warfel to install a prefabricated bridge to cover the channel creating a contiguous area within the remaining portions of their existing easement.

Implementation of Strategic Plan Goals

These recommendations support the County Strategic Plan: Strategy III.3, Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability, because revenues received from this transaction will help promote fiscal responsibility by providing accessible funds for the District's programs.

FISCAL IMPACT/FINANCING

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

Mr. and Mrs. Warfel will deposit \$39,474 for the grant of easement into the Flood Control District Fund (B07, Revenue Source Code 9906-Sale of Capital Assets-Easements). Parcel 64GE was appraised by a licensed appraiser and the value was determined based on Uniform Standards of Professional Appraisal Practice.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The proposed grant of easement is authorized by Section 2, Subsection 13, of the Los Angeles County Flood Control Act. This section provides as follows: "The Los Angeles County Flood Control District is hereby declared to be a body corporate and politic and has all the following powers...13. To lease, sell or dispose of any property (or any interest therein) whenever in the judgment of the board of supervisors of the property, or any interest therein or part thereof, is no longer required for the purposes of the district..."

The grant of easement is not considered adverse to the District's purposes and will not hinder the use of Santa Monica Canyon Channel for possible transportation, utility, recreational corridors, or flood control purposes. Moreover, the Easement document reserves paramount rights to use the parcel for the District's purposes.

The Easement document has been approved by County Counsel as to form and it will be recorded.

ENVIRONMENTAL DOCUMENTATION

The proposed project, which is the granting of an easement, is exempt from CEQA. The project authorizes a grant of easement to Mr. and Mrs. Warfel; therefore, it is within the class of projects that has been determined not to have a significant effect on the environment in that it meets the criteria set forth in Section 15305 of the CEQA Guidelines

and Class 5 of the County's Environmental Document Reporting Procedures and Guidelines, Appendix G, dealing with minor alterations in land use. In addition, based on the proposed project records, it will comply with all applicable regulations; it is not in a sensitive environment; there are no cumulative impacts, unusual circumstances, damage to scenic highways, or listing on hazardous waste site lists compiled pursuant to Government Code, Section 65962.5; or indications that it may cause a substantial adverse change in the significance of a historical resource that would make the exemption inapplicable.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

This transaction allows for the joint use of the District's right of way without interfering with its primary mission.

CONCLUSION

Please return one adopted copy of this letter and the executed original Easement document to Public Works, Survey/Mapping & Property Management Division.

Respectfully submitted,

MARK PESTRELLA, PE
Director of Public Works

MP:GE:vu

Enclosure

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

ORIGINAL

RECORDING REQUESTED BY
AND MAIL TO:

LOS ANGELES COUNTY PUBLIC WORKS
P.O. Box 1460
Alhambra, CA 91802-1460
Attention Survey/Mapping & Property
Management Division
Real Estate Services Section

Space Above This Line Reserved for Recorder's Use

Documentary Transfer Tax is \$ _____
() computed on full value of property conveyed, or
() computed on full value less value of liens and
encumbrances remaining at time of sale
Subject to City of Los Angeles DTT (Code 44) \$ _____

Assessor's Identification Number:
4410-025-906 (Portion)

LOS ANGELES COUNTY FLOOD CONTROL DISTRICT

By _____

EASEMENT

For a valuable consideration, receipt of which is hereby acknowledged, the LOS ANGELES COUNTY FLOOD CONTROL DISTRICT, a body corporate and politic ("**GRANTOR**"), does hereby grant to John Ross Warfel and Debra Lynn Warfel, Trustees of the Warfel Family Trust Established under Declaration of Trust dated April 24, 2003 ("**GRANTEE**"), a perpetual, appurtenant easement for ingress and egress with the right to construct, use, repair and maintain prefabricated bridge sections with foundations ("**IMPROVEMENTS**") across the Santa Monica Canyon Channel, a flood control channel owned and operated by GRANTOR, in, on, over and across the real property in the City of Los Angeles, County of Los Angeles, State of California, described as Parcel No. 64GE in **Exhibit A**, and shown on and delineated on **Exhibit B**, both of which are attached hereto and by this reference made a part hereof.

Subject to all matters of record and to the following reservation and conditions, which GRANTEE by the acceptance of this Easement document and/or the exercise of any of the rights granted herein, agrees to keep and perform, viz:

1. Maintenance of IMPROVEMENTS by GRANTEE

- a. GRANTEE shall at all times keep and maintain the IMPROVEMENTS in a condition that will not interfere with GRANTOR's use of Parcel No. 64GE or the Santa Monica Canyon Channel or cause any damage to the Santa Monica Canyon Channel or any other property of GRANTOR located within the Santa Monica Canyon Channel.

File with: SANTA MONICA CANYON CHANNEL 64
Parcel No. 64GE
I.M. 114-117
S.D. 3
Project ID No. MPR0001018

M2023006

- b. In the event GRANTOR determines that the IMPROVEMENTS are interfering with GRANTOR'S use of Parcel No. 64GE or the Santa Monica Canyon Channel, GRANTOR will provide written notice thereof to GRANTEE and GRANTEE shall apply for and obtain a Flood Control Permit from GRANTOR to repair, modify, or temporarily remove the IMPROVEMENTS to eliminate the interference and shall complete said repair, modification, or temporary removal at no cost to GRANTOR, within the time period specified in the written notice or such other time period as may be agreed to, in writing, by GRANTOR.
 - c. If GRANTEE fails to complete the repair, modification, or temporary removal in a timely manner, GRANTOR may, in its sole discretion, perform said repair, modification, or temporary removal and provide an invoice to GRANTEE for the actual costs incurred by GRANTOR in performing said repair, modification, or removal. GRANTEE shall reimburse GRANTOR for the costs identified in the invoice within 30 days of the date of the invoice or such other date as may be agreed to, in writing, by GRANTOR.
 - d. In the event that GRANTEE or the IMPROVEMENTS cause damage to the Santa Monica Canyon Channel or any other property of GRANTOR located within the Santa Monica Canyon Channel, GRANTEE shall reimburse GRANTOR for the actual costs incurred by GRANTOR in repairing such damage. Such costs shall be identified in an invoice provided by GRANTOR to GRANTEE, and GRANTEE shall pay said invoice within 30 days of the date of the invoice or such other date as may be agreed to, in writing, by GRANTOR.
2. Maintenance, Repair, Replacement, or Alteration of GRANTOR's Property
- a. In the event GRANTOR determines, in its sole discretion, that it must utilize Parcel No. 64GE to conduct maintenance activities on, or to repair, replace, or alter the Santa Monica Canyon Channel or any other facility of Grantor located within or adjacent to Parcel No. 64GE, GRANTEE shall comply with the following terms and conditions:
 - (1) In the event that GRANTOR proposes to reconstruct or replace the Santa Monica Canyon Channel or other facility of GRANTOR, GRANTOR shall provide not less than six (6) weeks prior written notice to GRANTEE of the date that GRANTOR will commence construction activities within Parcel No. 64GE. GRANTEE shall perform any modifications to the IMPROVEMENTS within Parcel No. 64GE necessary to make Parcel No. 64GE accessible for GRANTOR's proposed construction activities and make Parcel No. 64GE accessible to GRANTOR not later than the date specified in the notice.

- (2) In the event that GRANTOR proposes to conduct maintenance or non-emergency repair activities on the Santa Monica Canyon Channel or other facility of GRANTOR, GRANTOR shall provide not less than seven (7) days prior written notice to GRANTEE of the date that GRANTOR will commence the maintenance activities and thirty (30) days prior written notice of the date that GRANTOR will commence non-emergency repair activities within Parcel No. 64GE. GRANTEE shall perform any modifications to the IMPROVEMENTS within Parcel No. 64GE to make Parcel No. 64GE accessible for GRANTOR's proposed maintenance and or non-emergency activities not later than the date specified in the notice.
 - (3) In the event that GRANTOR determines that immediate access to Parcel No. 64GE is required due to an emergency condition, GRANTOR shall provide written notice to GRANTEE and GRANTEE shall perform any modifications to the IMPROVEMENTS within Parcel No. 64GE to make Parcel No. 64GE accessible for GRANTOR'S emergency activities not later than 48 hours from the time the notice is provided to GRANTEE.
 - b. If GRANTEE fails to comply with the terms and conditions above, GRANTOR may, in its sole discretion, temporarily remove, modify, or relocate the IMPROVEMENTS within Parcel No. 64GE as necessary to make Parcel No. 64GE accessible for GRANTOR's activities, and provide an invoice to GRANTEE for the actual costs incurred by GRANTOR in performing said temporary removal, modification, or alteration. GRANTEE shall reimburse GRANTOR for the costs identified in the invoice within 30 days of the date of the invoice or such other later date as may be agreed to, in writing, by GRANTOR.
3. Release and Indemnification
- a. GRANTEE shall indemnify, defend, and hold GRANTOR and the County of Los Angeles, and their officers, employees, and agents, harmless from and against any claims, demands, liability, damages, or costs arising from or caused by the breach of any of the GRANTEE's obligations under this Easement or by the IMPROVEMENTS; provided, however, that GRANTEE's obligation to indemnify shall not apply to any claim, demand, liability, damage, or cost to the extent that such claim, demand, liability, damage, or cost is caused by the active negligence or intentional misconduct of GRANTOR, the County of Los Angeles or any of its officers, employees, or agents.
 - b. GRANTEE shall fully release and discharge GRANTOR and the County of Los Angeles, and their officers, employees, and agents, from any claims and/or actions involving any damage to the IMPROVEMENTS arising from or in connection with: (1) the operation or maintenance of the Santa Monica Canyon Channel or any facility of GRANTOR located within or adjacent to Parcel No. 64GE; or (2) the modification, relocation, or removal of the IMPROVEMENTS pursuant to the terms of this Easement.

Dated_____

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

By_____
Chair, Board of Supervisor of the
Los Angeles County Flood Control District

(LACFCD-SEAL)

ATTEST:

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

By_____
Deputy

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

On January 6, 1987, the Board of Supervisors for the County of Los Angeles and ex officio the governing body of all other special assessment and taxing districts, agencies, and authorities for which said Board so acts adopted a resolution pursuant to Section 25103 of the Government Code that authorized the use of facsimile signatures of the Chair of the Board on all papers, documents, or instruments requiring the Chair's signature.

The undersigned hereby certifies that on this ____ day of _____, 20____, the facsimile signature of _____, Chair of the Board of Supervisors of the LOS ANGELES COUNTY FLOOD CONTROL DISTRICT, was affixed hereto as the official execution of this document. The undersigned further certifies that on this date a copy of the document was delivered to the Chair of the Board of Supervisors of the LOS ANGELES COUNTY FLOOD CONTROL DISTRICT.

In witness whereof, I have also hereunto set my hand and affixed my official seal the day and year above written.

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

By _____
Deputy

(LACFCD-SEAL)

APPROVED AS TO FORM:

DAWYN R. HARRISON
Interim County Counsel

Digitally signed by Mark Yanai
By _____ Date: 2023.01.04 07:22:34 -08'00'
Deputy

APPROVED as to title and execution,
_____, 20____.
LOS ANGELES COUNTY PUBLIC WORKS
Survey/Mapping & Property Management Division
Supervising Title Examiner
By _____

EXHIBIT A

File with: **SANTA MONICA CANYON CHANNEL 64**
PARCEL NO. 64GE
45-RW 3.1
A.I.N. 4410-025-906 (portion)
I.M. 114-117
S.D. 3
M2023006

LEGAL DESCRIPTION

PARCEL NO. 64GE (Grant of easement):

That portion of that certain 50-foot-wide strip of land in Lot 7, as shown on map of partition of a portion of Allotment No. 1 to Pascual Marquez, as entered in the partition of the Rancho Boca de Santa Monica, District Court Case No. 2405, City of Santa Monica, described as PARCEL 64 (Amended) in a Final Judgment, had in Superior Court Case No. 573971, a certified copy of which was recorded on October 11, 1951, as Document No. 2330, in Book 37403, page 314, of Official Records, in the office of the Registrar-Recorder/County Clerk of the County of Los Angeles, lying northeasterly of the southeasterly prolongation of that certain course having a bearing and length of North 57°59'52" West feet 171.94 feet in the southwesterly boundary of that certain parcel of land described as PARCEL 1 in GRANT DEED recorded on March 13, 2006, as Document No. 06-0526175, of said Official Records.

EXCEPTING therefrom all that portions lying northeasterly of the southeasterly prolongation of that certain course having a bearing and length of South 60°54'49" East 182.48 feet in the generally northeasterly boundary of said certain PARCEL 1.

ALSO EXCEPTING therefrom those portions lying within those certain parcels of land described as PARCEL 2 and PARCEL 4 in said GRANT DEED.

Containing: 1,259± square feet.




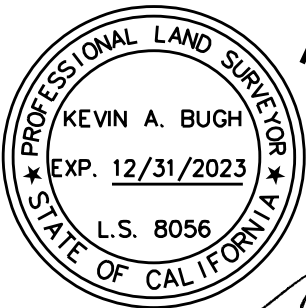
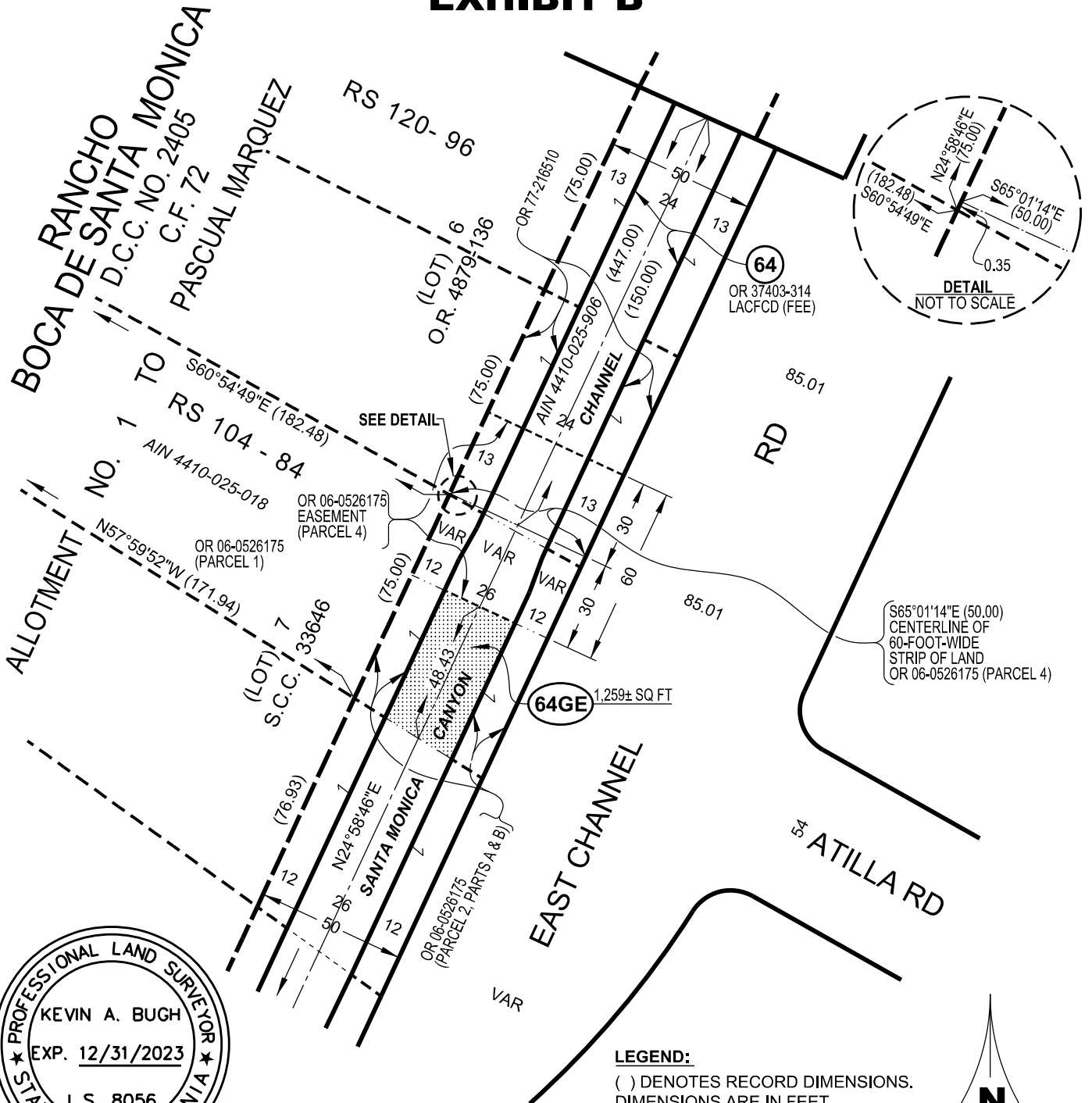
APPROVED AS TO DESCRIPTION	
By	
	LICENSED LAND SURVEYOR Los Angeles County Public Works
Dated	<u>October 4, 2022</u>

EXHIBIT B



BY:

LICENSED SURVEYOR

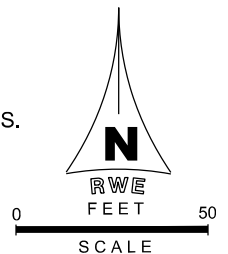
DATE

10-04-22

LEGEND:

() DENOTES RECORD DIMENSIONS.
DIMENSIONS ARE IN FEET.

[Hatched Box] - GRANT OF EASEMENT
PARCEL NO. 64GE



ALL IN THE CITY OF LOS ANGELES

**FILE: SANTA MONICA CANYON CHANNEL 64
PARCEL NO. 64GE**

RIGHT OF WAY MAP NO. 45-RW 3.1

A.I.N. 4410-025-906

SUPERVISORIAL DISTRICT 3

PROJECT ID MPR0001018 / PCA M2023006

BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	3/1/2023		
BOARD MEETING DATE	3/21/2023		
SUPERVISORIAL DISTRICT AFFECTED	<input type="checkbox"/> All <input type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input type="checkbox"/> 4 th <input checked="" type="checkbox"/> 5 th		
DEPARTMENT(S)	Public Works		
SUBJECT	The Old Road over Castaic Creek		
PROGRAM	N/A		
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why:		
DEADLINES/ TIME CONSTRAINTS			
COST & FUNDING	Total cost:	Funding source:	
	N/A	N/A	
	TERMS (if applicable):		
	N/A		
	Explanation:		
PURPOSE OF REQUEST	Public Works is seeking authority to adopt the Mitigated Negative Declaration for The Old Road over Castaic Creek project; adopt the Mitigation Monitoring and Reporting Program; approve the project and authorize Public Works to proceed with the preconstruction phase of the project, including the preparation of construction documents and all necessary jurisdictional approvals.		
BACKGROUND (include internal/external issues that may exist including any related motions)	The project to seismically retrofit The Old Road over Castaic Creek bridge would bring the bridge into conformance with current seismic standards, specifically the California Department of Transportation bridge design specifications and seismic design criteria.		
EQUITY INDEX OR LENS WAS UTILIZED	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:		
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please state which one(s) and explain how: Sustainability because the seismic retrofit is essential for the continued use and operation of bridge required for the protection of area residences and businesses.		
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Steve Burger, Deputy Director, (626) 458-4018, sburger@pw.lacounty.gov		



MARK PESTRELLA, Director

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

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

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

March 21, 2023

IN REPLY PLEASE

REFER TO FILE: **TPP-3**

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

Dear Supervisors:

**TRANSPORTATION CORE SERVICE AREA
THE OLD ROAD OVER CASTAIC CREEK PROJECT
IN THE UNINCORPORATED COUNTY COMMUNITY OF VAL VERDE
ADOPT THE MITIGATED NEGATIVE DECLARATION
AND THE MITIGATION MONITORING AND REPORTING PROGRAM
AND APPROVE THE PROJECT
(SUPERVISORIAL DISTRICT 5)
(3 VOTES)**

SUBJECT

Public Works is seeking Board approval to adopt the environmental documents for The Old Road Over Castaic Creek project and approve the project located in the unincorporated County community of Val Verde.

IT IS RECOMMENDED THAT THE BOARD:

1. Consider the Mitigated Negative Declaration for The Old Road Over Castaic Creek project together with any comments received during the public review process; find that the Mitigated Negative Declaration reflects the independent judgment and analysis of the Board; adopt the Mitigation Monitoring and Reporting Program finding that the Program is adequately designed to ensure compliance with the mitigation measures during project implementation; find on the basis of the whole record before the Board that there is no substantial evidence the project may have a significant effect on the environment; and adopt the Mitigated Negative Declaration.
2. Approve the project to seismically retrofit The Old Road over Castaic Creek bridge and authorize Public Works to continue with the preconstruction phase of the project, including the preparation of construction documents and applications for all necessary jurisdictional approvals.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommended actions will adopt the Mitigated Negative Declaration (MND) and Mitigation Monitoring and Reporting Program, approve the project, and allow Public Works to continue with the preconstruction phase and regulatory permit applications for The Old Road Over Castaic Creek project. The project site is located approximately 0.8 mile north of State Route 126 (SR 126) and immediately west of and parallel to Interstate 5 (shown in Exhibit 2-2 of the enclosure).

The seismic retrofitting of the existing bridge would bring the bridge into conformance with current seismic standards, specifically Caltrans bridge design specifications and seismic design criteria. The existing bridge's support piles are in an advanced state of cracking and strength decline and, as a result, the bridge is not equipped to withstand significant seismic activity. The retrofit would result in permanent improvements to the existing structure of the bridge, including its abutments, piers, and footing. The existing footprint of the bridge would remain the same relative to existing conditions; no expansion in footprint or other permanent disturbances would be required for the seismic retrofit. No expansion in lane capacity would occur, and no changes to the layout of connecting roadways would occur as part of the seismic retrofitting.

Implementation of Strategic Plan Goals

These recommendations support the County Strategic Plan: Strategy III.3, Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability and Objective III.3.2, Manage and Maximize County Assets. The recommended action supports ongoing efforts to manage and improve public infrastructure assets and provide improved emergency access for residents.

FISCAL IMPACT/FINANCING

There will be no impact to the County General Fund.

The total project cost is estimated to be \$7,100,000. The project will be administered under the Federal Highway Bridge Program covered by Agreement No. 78542 with the State of California. Under this program, Federal-aid funds allocated to local agencies estimated at \$3,361,100 are used to finance 88.53 percent of the qualifying costs of the bridge seismic retrofit project. The remaining 11.47 percent of the qualifying costs estimated at \$289,000 will be funded with State Proposition 1B funds and the remaining project costs estimated at \$3,449,900 will be funded with Road Fund.

Funding for this project is included in the Fifth Supervisorial District's Transportation Improvement Program in the Road Fund (B03 – Services and Supplies) Fiscal Year 2022-23 Budget. Funding for the project's future costs will be requested through the annual budget process.

We will return to the Board for approval to advertise for construction.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

An MND was prepared for the proposed project in accordance with the requirements of the California Environmental Quality Act (CEQA).

ENVIRONMENTAL DOCUMENTATION

An Initial Study (IS) was prepared for this project in compliance with CEQA. The IS identified seven potentially significant effects of the project: biological resources, cultural resources, geology and soils, hazards and hazardous materials, wildfire, noise, and tribal cultural resources. Prior to the release of the enclosed IS/MND for public review, revisions in the project were made to avoid or mitigate the effects as follows:

Biological Resources: Preconstruction clearance surveys, avoidance buffers, and/or exclusionary measures will be implemented for special-status and maternity roosting bats prior to construction to avoid impacts to bats. Preconstruction surveys and other measures shall be employed to reduce impact to potentially nesting birds protected by the Migratory Bird Treaty Act. Additionally, the presence/absence of any special status wildlife species, including California legless lizard will be evaluated during the preconstruction clearance survey.

Prior to the start of construction, a qualified biologist shall flag and fence off the white rabbit-tobacco plant species in the field. Prior to entering the project site and Castaic Creek, all construction equipment shall be inspected and cleaned prior to use to minimize the importation and spread of nonnative plant material.

Temporary impacts to nonwetland waters will be mitigated at a minimum 1:1 ratio either through on-site restoration of in-kind habitat or through the purchase of off-site in-lieu fee credits through an agency-approved mitigation bank.

Cultural Resources/Tribal Cultural Resources: If unrecorded archaeological resources (sites, features, or artifacts) are encountered during construction activities all ground-disturbing work occurring within 100 feet of the find shall immediately stop until

a qualified archaeologist can evaluate the significance of the find and determine whether or not additional study is warranted.

In accordance with the California Health and Safety and Public Resources Code, if human remains are uncovered during ground disturbing activities, the contractor and/or Public Works will immediately halt potentially damaging excavation in the area of the burial and notify the Los Angeles County Department of Medical Examiner-Coroner and a professional archaeologist to determine the nature of the remains.

Should a potential tribal cultural resource be inadvertently encountered during project construction, ground-disturbing activities shall be temporarily halted within 100 feet of the discovery and Public Works shall notify the consulting Native American tribe and a qualified archaeologist to assess the significance of the finding according to CEQA Guidelines Section 21074.

Geology and Soils: In the event that paleontological resources (e.g., fossils) are unearthed during grading, Public Works shall retain a qualified paleontologist. The paleontologist will temporarily halt and/or divert grading activity to allow recovery of paleontological resources. The area of discovery will be roped off with a 50-foot radius buffer and paleontologist shall assess the scientific significance of the find.

Hazards and Hazardous Materials: Prior to construction, Public Works will conduct a field Environmental Site Assessment to identify any hazardous materials that are present on the project site. Should these materials be present, contract specifications will incorporate any abatement procedures for the removal of material containing asbestos or lead and lead chromate-based paint in accordance with local, State, and Federal requirements, or construction will be conducted in such a manner as to eliminate the potential to disturb the identified materials.

Should total lead concentrations in soil samples exceed 80 milligrams per kilogram, and if this soil will be affected by the project, the soil will be removed and disposed of in accordance with local, State, and Federal requirements to prevent exposure to human health or the environment.

In the event that groundwater is encountered during construction, Public Works shall implement appropriate health and safety procedures to ensure protection of workers from potential groundwater contaminants.

Wildfire: Prior to commencement of any construction activities, a Fire Protection Plan shall be prepared that includes emergency reporting procedures; emergency notification, evacuation, and/or relocation of all persons on site; procedures for hot work operations; management of hazardous materials and removal of combustible debris; maintenance of emergency access roads; identification of exit routes and assembly areas; and identification of fire apparatus.

Noise: Public Works shall inform local residents, the nearby childcare facility, and the church of the schedule duration and progress of the construction. Additionally, nearby properties that are considered sensitive to noise impacts, shall be provided contact information for noise- or vibration-related complaints.

The IS and project revisions showed that there is no substantial evidence, in light of the whole record before the County, that the project as revised may have a significant effect on the environment. Based on the IS and project revisions, an MND was prepared for this project.

Public notice was published in the *Santa Clarita Valley Signal* on January 19, 2021, pursuant to the California Public Resources Code Section 21092 and posted pursuant to Section 21092.3. Comment letters were received from the California Department of Fish and Wildlife, the California Department of Transportation, California Highway Patrol, and Castaic Area Town Council. Notice to commenting public agencies was completed pursuant to Section 21092.5. All comments have been addressed and no new substantial environmental issues have been raised that have not been adequately addressed in the IS/MND.

In addition, all tribal cultural resources consultation requirements of CEQA have been met and documented. The Fernandeño Tataviam Band of Mission Indians tribe requested consultation and the consultation was completed through agreement. Where feasible, mitigation measures have been considered to avoid or minimize damaging effects on any tribal cultural resource.

The documents and other materials constituting the record of the proceedings upon which the Board's decision is based in this matter are located at Public Works, 900 South Fremont Avenue, 11th Floor, Alhambra, California 91803. The custodian of such documents at Public Works is the Transportation Planning and Programs Division, Environmental Planning and Assessments Section, Section Head, 11th floor. The documents are also available at the Public Works website at this location: <https://pw.lacounty.gov/tpp/old-road/docs/TheOldRoadOverCastaicCreek-IS-MND.pdf>.

The Honorable Board of Supervisors
March 21, 2023
Page 6

The project is not exempt from payment of a fee to the California Department of Fish and Wildlife pursuant to Section 711.4 of the Fish and Game Code to defray the costs of fish and wildlife protection and management incurred by the California Department of Fish and Wildlife.

Upon the Board's adoption of the MND, Public Works will file a Notice of Determination in accordance with Section 21152 of the California Public Resources Code.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

There is no impact on current County services.

Approval of the MND will enable Public Works to go forward with the preconstruction phase of the project.

CONCLUSION

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

Respectfully submitted,

MARK PESTRELLA, PE
Director of Public Works

MP:DBM:yr

Enclosure

c: Chief Executive Office
County Counsel
Executive Office

ENCLOSURE

March 21, 2023

**TRANSPORTATION CORE SERVICE AREA
THE OLD ROAD OVER CASTAIC CREEK PROJECT
IN THE UNINCORPORATED COUNTY COMMUNITY OF VAL VERDE
ADOPT THE MITIGATED NEGATIVE DECLARATION
AND THE MITIGATION MONITORING AND REPORTING PROGRAM
AND APPROVE THE PROJECT
(SUPERVISORIAL DISTRICT 5)
(3 VOTES)**

This Board letter has large enclosures.
Click on link to access:

[03.21.2023 - The Old Road Over Castaic BL \(FTP Large Enc\)](#)

BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	3/1/2023	
BOARD MEETING DATE	3/21/2023	
SUPERVISORIAL DISTRICT AFFECTED	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input type="checkbox"/> 4 th <input type="checkbox"/> 5 th	
DEPARTMENT(S)	REGIONAL PLANNING	
SUBJECT	General Plan and Housing Element Progress Reports CY 2022	
PROGRAM		
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
	If Yes, please explain why:	
DEADLINES/ TIME CONSTRAINTS	State law requires that the reports be placed on an agenda before the legislative body, and must be submitted to the State by April 1.	
COST & FUNDING	Total cost: \$	Funding source:
	TERMS (if applicable):	
	Explanation:	
PURPOSE OF REQUEST	State law requires that the reports be placed on an agenda before the legislative body so that the public may provide comments on the reports.	
BACKGROUND (include internal/external issues that may exist including any related motions)	The purpose of the General Plan and Housing Element Annual Progress Reports is to meet the requirements of Government Code sections 65400 – 65400.2. These provisions mandate that local jurisdictions submit an annual report on the status of their General Plan and Housing Element implementation and other related components.	
EQUITY INDEX OR LENS WAS UTILIZED	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:	
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please state which one(s) and explain how: This action supports the Board's Priority No. 4 Homeless Initiative by reporting on efforts by County departments to encourage housing development and especially housing for the lowest income households in the County. This action also supports the Board's Priority No. 5 Environmental Health Oversight and Monitoring by reporting on efforts by County departments to address impacts of industrial uses adjacent to residential uses. This action also supports the Board's Priority No. 7 by reporting on efforts by County departments to implement and update the County's Climate Action Plan.	
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Julie Yom, Principal Regional Planner, (213) 893-7035, jyom@planning.lacounty.gov Lynda Hikichi, Principal Regional Planner, (213) 893-7002, lhikichi@planning.lacounty.gov	

LOS ANGELES COUNTY DEPARTMENT OF REGIONAL PLANNING

AMY J. BODEK, AICP
Director,
Regional Planning

DAVID DE GRAZIA
Deputy Director,
Current Planning

DENNIS SLAVIN
Chief Deputy Director,
Regional Planning

JON SANABRIA
Deputy Director,
Land Use Regulations

CONNIE CHUNG, AICP
Deputy Director,
Advance Planning

JOSEPH HORVATH
Administrative Deputy,
Administration

March 21, 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:

GENERAL PLAN AND HOUSING ELEMENT ANNUAL PROGRESS REPORTS CY 2022 (ALL SUPERVISORIAL DISTRICTS) (3 VOTES)

SUBJECT

The recommended actions are to approve the County of Los Angeles (County) General Plan and Housing Element Annual Progress Reports for the 2022 calendar year (CY 2022), submit these reports to the State, and find that these proposed actions are not a project under the California Environmental Quality Act (CEQA).

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the proposed actions are not a project under CEQA, for the reasons stated in this Board of Supervisors (Board) letter and in the record;
2. Approve the General Plan and Housing Element Annual Progress Reports for CY 2022 (Reports); and
3. Instruct the Department of Regional Planning (Department) to submit the Reports to the Governor's Office of Planning and Research (OPR) and the State Department of Housing and Community Development (HCD) by April 1, 2023.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the Reports, which are required to be submitted to OPR and HCD by April 1, is to inform the Board, the State of California (State), and the public of the County's effectiveness in implementing the General Plan and Housing Element.

Implementation of Strategic Plan Goals

These actions support the County's Strategic Plan Goal No. 2 *Foster Vibrant and Resilient Communities* by tracking the continued implementation and update of the General Plan. This action also supports the County's Strategic Plan Goal No. 1 *Make Investments that Transform Lives* through the tracking and implementation of housing initiatives in the Housing Element that ensure long-range land use and housing goals established by the County are being met.

FISCAL IMPACT/FINANCING

The recommendations do not have a fiscal or financing impact on the County.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

General Plan Annual Progress Report CY 2022

The General Plan, which was adopted in 2015, guides the long-term physical development and conservation of the County's land and environment in the unincorporated areas, through a framework of goals, policies, and implementation programs. The General Plan also provides a foundation for more detailed plans and implementation programs, such as area plans, zoning ordinances, and specific plans.

Government Code section 65400(a)(2) mandates local jurisdictions to submit an annual report on the status of the General Plan and progress in its implementation. The General Plan Annual Progress Report for CY 2022 provides a list of adopted and pending amendments to the Zoning Code and the General Plan in 2022.

Housing Element Annual Progress Report CY 2022

The Housing Element is a component of the General Plan. The purpose of the Housing Element is to analyze existing housing, and to plan for the future needs of the unincorporated areas. The Housing Element addresses the housing needs of all income levels and accommodates diverse housing types and special needs. On May 17, 2022, the Board adopted the Sixth Revision to the Housing Element, which covers the period 2021-2029. On May 27, 2022, the Housing Element was certified by HCD.

Government Code sections 65400(a)(2), 65400.1, and 65400.2 mandate that all local jurisdictions prepare an annual report on the implementation progress of the housing element of their general plan. This report provides information on the County's progress toward meeting its share of the regional housing need and local efforts to remove governmental constraints to the development of housing, as defined in Government Code sections 65584 and 65583(c)(3). The information is reported pursuant to the guidelines set forth in the Housing Element Law and as provided by HCD. Prior to submission to the State, the report must be considered at a

public meeting before the Board, where members of the public can submit oral and/or written comments on the report.

ENVIRONMENTAL DOCUMENTATION

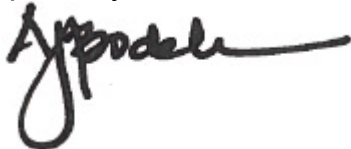
These recommended actions are not subject to CEQA because they are activities that are excluded from the definition of a “project” by Section 15378(b)(5) of the State CEQA Guidelines. The proposed actions to approve and submit annual reports are administrative activities of government, which will not result in direct or indirect physical changes to the environment.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The recommended action does not have an impact on current services or projects.

Should you have any questions about the General Plan Annual Progress Report, please contact Julie Yom at (213) 893-7035 or jyom@planning.lacounty.gov. Should you have any questions about the Housing Element Annual Progress Report, please contact Lynda Hikichi at (213) 893-7002 or lhikichi@planning.lacounty.gov.

Respectfully submitted,



AMY J. BODEK, AICP
Director of Regional Planning

AJB:CC:PH:TF:JY

Attachments:

1. General Plan Annual Progress Report CY 2022
2. Housing Element Annual Progress Report CY 2022

c: Executive Office, Board of Supervisors
Chief Executive Officer
Community Development Authority
County Counsel
Department of Parks and Recreation
Public Works

GENERAL PLAN ANNUAL PROGRESS REPORT

CY 2022

Introduction

The purpose of this report by the County of Los Angeles (County) is to meet the requirements of Government Code section 65400(a)(2), which mandate that local jurisdictions submit an annual report on the implementation status of the General Plan. The report must be submitted to the Governor's Office of Planning and Research (OPR) and the California Department of Housing and Community Development (HCD) by April 1. The requirement to report on the County's progress in meeting its share of regional housing needs, and to remove governmental constraints to the maintenance, improvement, and development of housing, is addressed in the Housing Element Annual Progress Report.

The following report provides the implementation status of the General Plan for the 2022 calendar year.

- **Part I: General Plan Amendments** lists adopted amendments to the General Plan in 2022.
- **Part II: General Plan Implementation** describes the progress of General Plan implementation in four subsections:
 1. General Plan Implementation Program
 2. Other Plans, Programs, and Ordinances
 3. Bicycle Master Plan Implementation (a sub-element of the General Plan Mobility Element)
 4. Community Climate Action Plan (a sub-element of the General Plan Air Quality Element)
- **Appendix:** Equitable Development Work Program Update

I. GENERAL PLAN AMENDMENTS

The following projects were adopted in 2022 and amended the General Plan.

PROJECT	ADOPTION DATE	AMENDED
<p>Santa Monica Mountains Local Coastal Program Amendment-Ramirez Canyon</p> <p>This project amended the Santa Monica Mountains Local Coastal Program (LCP), including the Land Use Plan (LUP) and Local Implementation Program (LIP) because of the decision in Ramirez Canyon Preservation Fund v. California Coastal Commission. This amendment revised certain LUP policies and LIP provisions to update the standard of review under which resource dependent uses, such as low-impact campgrounds, may be established in H1 and H2 habitats (sensitive habitats).</p>	April 19, 2022	Land Use Element
<p>Housing Element 2021-2029</p> <p>The Housing Element is one of the required elements of the General Plan. This Sixth Revision to the County of Los Angeles Housing Element complies with the California Government Code, beginning at Section 65583. This Housing Element Update covers the planning period of October 15, 2021 through October 15, 2029.</p> <p>The Housing Element serves as a policy guide to address the comprehensive housing needs of the unincorporated areas. The primary focus of the Housing Element is to ensure decent, safe, sanitary, and affordable housing for current and future residents of the unincorporated areas, including those with special needs. The Housing Element has been updated to also include a focus on equitable development to counter historical residential segregation and environmental injustice in many of the County's underserved neighborhoods and communities.</p> <p>The 2021-2029 Housing Element was adopted by the Los Angeles County Board of Supervisors on May 17, 2022 and certified by the California Department of Housing and Community Development on May 27, 2022.</p>	May 17, 2022	Housing Element
<p>Green Zones Program</p> <p>The Green Zones Program amended the General Plan with new environmental justice policies and also amended Title 22 (Planning and Zoning) of the County Code to establish multiple new chapters and sections regarding industrial land uses, including the creation of 11 Green Zone Districts (Chapter 22.84) in the unincorporated</p>	June 14, 2022	Land Use Element

communities of Avocado Heights, East Los Angeles, East Rancho-Dominguez, Florence-Firestone, South San Jose Hills, Walnut Park, West Athens-Westmont, West Carson, West Rancho Dominguez-Victoria, West Whittier-Los Nietos, and Willowbrook. It establishes additional permitting requirements and development standards for existing and new industrial and vehicle-related uses located near sensitive uses as well as development standards for new sensitive uses located adjacent to industrial uses countywide. The program also includes new countywide recycling and solid waste permitting requirements and development standards consistent with State laws and goals for waste diversion and greenhouse gas emissions reduction. The Green Zones Program affects new and existing uses based on a schedule of compliance.		
Safety Element Update To comply with Senate Bill 379 (Jackson, 2015), Senate Bill 1035 (Jackson, 2018), Assembly Bill 747 (Levine, 2019), Senate Bill 99 (Nielsen, 2019), and Assembly Bill 1409 (Levine, 2021), the Safety Element was updated to include stronger policies to more effectively reduce the potential risk from hazards with an emphasis on climate resiliency and adaptation.	July 12, 2022	Safety Element Land Use Element
General Plan Amendment and Zone Change- Hacienda Heights A 33-unit residential planned development at 15716 E. Tetley Ave. in Hacienda Heights amended the Hacienda Heights Community Land Use Policy Map for the Project Site from H5 (Residential 5 – 0-5 Dwellings Per Net Acre) to H18 (Residential 18 – 0-18 Dwelling Units Per Net Acre) to accommodate the additional number of dwelling units requested with the subdivision.	July 12, 2022	Land Use Element (batched with the Safety Element Update)

II. GENERAL PLAN IMPLEMENTATION

1. GENERAL PLAN IMPLEMENTATION PROGRAMS

The General Plan outlines programs, organized by General Plan Element, that are designed to address the overall policy objectives identified in the General Plan. For Housing Element Implementation Programs, please see the Housing Element Annual Progress Report. The following programs were given the status of not started, ongoing, pending, completed, or adopted by the Board in 2022.

PROGRAM	STATUS
LAND USE ELEMENT	
<p>LU-1: Planning Areas Framework Program</p> <p>The following area plans are being prepared to implement the General Plans Planning Areas Framework. The plans are policy documents to guide the long-term development, growth and maintenance of unincorporated area communities within the East San Gabriel Valley, Metro, Westside, and South Bay planning areas. In establishing these area plans, the County is also implementing rezoning from the recently adopted Housing Element 2021-2029.</p> <ul style="list-style-type: none"> <p>East San Gabriel Valley Area Plan</p> <p>The ESGV Area Plan consists of area wide goals, policies, and implementation actions on land use, economic development, community character and design, mobility, public services and facilities, health and safety, and environmental justice as well as community Chapters to address community specific needs. DRP continued to develop the Area Plan and PEIR in 2022, putting together a preliminary draft of the Area Plan and soliciting feedback on goals, policies, and land use changes through a series of community meetings. The East San Gabriel Valley Mobility Action Plan was completed in June 2022 in partnership with Southern California Association of Governments. The Mobility Action Plan will be incorporated into the Area Plan as its Mobility Element. .</p> <p>Metro Area Plan</p> <p>The Metro Area Plan will rescind existing local community plans and create updated areawide and community-specific goals, policies, and implementation programs for the unincorporated area communities of East Los Angeles, East Rancho Dominguez, Florence-Firestone, Walnut Park, West Athens-Westmont, West Rancho Dominguez-Victoria, and Willowbrook. The Draft Area Plan, implementing Ordinance and Draft PEIR went out for public review in 2022.</p> <p>San Fernando Valley Area Plan</p> <p>The Countywide General Plan directs the development of Area Plans for each of the 11 Planning Areas. With the project commencement in January of 2023, the San Fernando Valley Area Plan will provide guidance for future development in the unincorporated areas of San</p> 	<p>Pending</p> <p>Pending</p> <p>Pending</p>

<p>Fernando Valley including West Chatsworth, West Hills, Oat Mountain, Twin Lakes, Kagel Canyon, Sylmar Island, Lopez Canyon, and Universal City.</p> <ul style="list-style-type: none"> South Bay Area Plan The South Bay Area Plan (SBAP) will be a community-based plan developed to respond to the unique and diverse character of the seven unincorporated communities within the planning area. The communities include Alondra Park, Del Aire, Hawthorne Island, La Rambla, Lennox, West Carson, and Westfield. The SBAP will develop goals, policies, and implementation actions for future community growth and development. The plan will address issues facing the planning area including traffic congestion, air quality concerns, lack of developable land, goods movement, climate change, environmental justice, and noise impacts. In 2022, DRP started compiling background research, conducting site visits, and connecting with community leaders in the project development stage. West San Gabriel Valley Area Plan Work on the West San Gabriel Valley Area Plan began in late 2022, starting with background research on the communities in the project area and community engagement. Research and data analysis will continue throughout early 2023. One working group has been established and will meet regularly throughout the life of project. Additional working groups will be formed as community engagement plan and strategies are developed further to reach a diverse audience. Solicitation to secure a consultant for the project is pending. Westside Area Plan The Westside Area Plan will include areawide and community-specific goals and policies as well as implementation programs for the unincorporated communities of Franklin Canyon, West LA/Sawtelle VA, West Fox Hills, Marina del Rey, Gilmore Island, Beverly Hills Island and Ladera Heights/View Park/ Windsor Hill. The project is currently in the development stage and the project team started conducting community analysis and background research in late 2022. 	<p>Pending</p> <p>Pending</p> <p>Pending</p>
<p>LU-2: Transit Oriented District (TOD) Program</p> <ul style="list-style-type: none"> Florence-Firestone TOD Specific Plan The Florence-Firestone TOD Specific Plan will serve as a comprehensive planning document to guide future land use development in the unincorporated community of Florence-Firestone. In the next decade, the Slauson Station will become a transfer passenger rail station for the Metro A Line and the West Santa Ana Branch Transit Corridor, connecting jobs-rich downtown Los Angeles to southeast Los Angeles County. The project establishes a set of strategies and design guidelines consistent with the goals and policies of the County of Los Angeles General Plan, Florence-Firestone Community Plan, Metro West Santa Ana Branch TOD Strategic Implementation Plan, the 2016 SCAG RTP/SCS, and the California Transportation Plan 2040. The Specific Plan rezones properties in the community to increase housing production and transit access. A public hearing was held before the Board of Supervisors on March 15, 2022. 	<p>Pending</p>

<p>LU-3: Airport Land Use Compatibility Plan</p> <p>The County will amend the Los Angeles County Airport Land Use Compatibility Plan (ALUCP) to address omissions and update countywide procedures.</p>	Pending
<p>LU-4: Growth Management Program</p>	Not Started
<p>LU-5: Civic Art Program</p> <p>In 2022, the Countywide Cultural Policy was established to provide direction for how the County and its departments can ensure that every resident has meaningful access to arts and culture. It connects arts and culture to County plans, initiatives, and services in order to promote equity across policy areas.</p> <p>The purpose of the Cultural Policy is to value and celebrate art, culture, and creativity, and to strengthen cultural equity and inclusion, and to integrate arts and culture in County strategies to achieve the highest value for people and communities.</p>	Ongoing
<p>LU-6: Transfer of Development Rights</p>	Not Started
<p>LU-7: Adaptive Reuse Ordinance</p> <p>The Adaptive Reuse Ordinance was included as an implementation program of the 2021-2029 Housing Element. The ordinance will be developed in line with existing anti-displacement and anti-gentrification efforts. This program will include a proactive outreach effort to property owners via fact sheets, letters, and social media to publicize the incentives. The Board adopted a motion to develop an Adaptive Reuse Ordinance on June 14, 2022 (Item No. 137-E). The first report back on the Analysis of Resources Required for Drafting of the Adaptive Reuse Ordinance was submitted to the Board on July 14, 2022. The second report back on Encouraging Housing Through Adaptive Reuse was submitted to the Board on Sept. 14, 2022.</p>	Pending
<p>LU-8: Art and Cultural Resources Program</p> <p>The County Civic Art Policy requires eligible capital development projects, either wholly or partially funded by the County, to dedicate one percent of the design and construction cost to public art projects on the site. During the 2021-2022 fiscal year, the Department of Arts and Culture launched the Public Art in Private Development Program (PAPD); managed 161 active Civic Art projects throughout the County, including the LAC+USC Coerced Sterilization Recognition Project which addressed social justice issues and encouraged community healing; and the launching of the initiative <i>Illuminate LA</i>, a series of artist interventions, arts-based civic engagement, and community-centered programming that explores the complex history and cultural memory of our region as told through LA County's storied civic spaces and artworks. The 2021-22 Civic Art Division Annual Report can be found in the link below:</p> <p>https://www.lacountyarts.org/article/2021-22-civic-art-division-annual-report</p>	Ongoing

LU-9: Community Design Guidelines (Livable Community Design Guidelines) Residential Design Standards Ordinance This project amends Title 22 (Planning and Zoning) of the County Code to establish objective design standards for residential projects. A draft ordinance was prepared in 2022 and released for public review.	Pending
LU 10: Early Care and Education Program In 2022, the Department of Public Health Office for the Advancement of Early Care and Education (ECE), Public Works, Fire, and DRP, in partnership with California Department of Social Services Child Care Licensing Division, Public Counsel, and First 5 LA held a webinar to provide support to ECE providers interested in pursuing State funding for ECE facilities. In addition to the webinar, the work group developed resources for ECE planning and permitting fees, provided technical assistance (including the designation of a staff person to help ECE providers), and supported the creation of the ECE Facilities Development Toolkit, which provides up-to-date information to help navigate zoning and permitting processes. The workgroup also developed recommendations to develop an ordinance to further streamline the process for the review of ECE facilities.	Pending
LU 11: Military Influence Areas Overlay Ordinance	Not Started
MOBILITY ELEMENT	
M-1: Parking Ordinance The Countywide Parking Study explored different strategies to modify parking requirements in Title 22 (Planning and Zoning) of the County code to remove an obstacle in the production of affordable and multifamily housing. The study kicked off in October 15, 2021. The study was completed in 2022, along with two phases of community engagement and a draft ordinance.	Pending
M-2: Community Pedestrian Plans <ul style="list-style-type: none"> Throughout 2022, the Department of Public Health (DPH) continued work on a second round of Community Pedestrian Plans for four unincorporated areas: East Los Angeles, East Rancho Dominguez, Florence-Firestone, and Willowbrook/West Rancho Dominguez-Victoria. This work included completing the first of two phases of community engagement; followed by release of draft plans in October 2022 and the second phase of community engagement seeking public review and comment on the draft plans. In June 2022, DPH submitted a grant application to Caltrans' Active Transportation Program Cycle 6 to fund Community Pedestrian Plans for unincorporated Alondra Park, Del Aire, Rancho Dominguez, West Carson, and West Puente Valley/Valinda/South San Jose Hills. In December 2022, DPH worked with the Southern California Association of Governments to seek consultant services under a \$500,000 Sustainable Communities Program grant to develop a Lennox Community Pedestrian 	Ongoing

<p>Plan. Through these pedestrian plans, DPH and Public Works (PW) will identify infrastructure enhancements needed to improve each community's pedestrian network, reduce pedestrian related collisions, and increase the number of individuals walking.</p> <ul style="list-style-type: none"> • PW continued development of projects to determine feasibility and implement portions of Step by Step Los Angeles County and its Community Pedestrian Plans adopted in 2019. This included performing outreach within the communities and receiving feedback on proposed improvements. <p>PW continues to seek funding sources to implement multimodal transportation projects.</p>	
<p>M-3: Safe Routes to School Programs</p> <p>Since 2004, Public Works has made Suggested Route to School maps for public elementary schools in unincorporated Los Angeles County available on its website https://pw.lacounty.gov/tnl/schoolroute/.</p> <p>Public Works applied for grant funding for a Safe Routes to School Master Plan for the Unincorporated Communities, including site-specific plans at 10 schools, through ATP Cycle 6 in 2022.</p> <p>Grant funding for safety enhancements and/or programming that promotes safe and viable pedestrian and active transportation access to schools will be sought in future years based on any developed site-specific plans.</p> <p>Public Works collaborated with the City of La Puente on development of their Safe Routes to School plans for schools that serve both jurisdictions.</p>	Ongoing
<p>M-4: Multimodal Transportation Planning Function</p> <p>This planning function will integrate the recommendations from the County's Highway Master Plan, Bicycle Master Plan, and community pedestrian plans to develop transportation facilities in the unincorporated areas, which provide safe and efficient mobility for all users, including bicyclists, pedestrians, transit vehicles, trucks, and motorists.</p> <p>Public Works continued to work with SCAG and the other stakeholders on the I-710 Mobility Hubs Plan. The Plan encourages mode choice and integrates transportation demand management in determining how Public Works Headquarters and the surrounding communities can become mobility hub sites.</p> <p>Public Works maintains a GIS mapping layer to track transportation planning grant applications and continually seeks out funding sources to implement multimodal transportation projects.</p>	Ongoing
AIR QUALITY ELEMENT	
<p>AQ-2: Climate Change Adaptation Program</p>	

<p>The Board-adopted OurCounty Sustainability Plan (OurCounty), led by the Chief Sustainability Office (CSO), contains strategies to address the impacts of climate change. OurCounty also directed development of a comprehensive Climate Vulnerability Assessment (CVA), which was completed in October 2021, to identify climate hazards and assess social and physical infrastructure vulnerabilities. The CVA is now being used by the press to communicate to the public about LA County specific climate threats and is utilized by the County, other government agencies and nonprofit organizations to support their grant funding requests. In March 2022, the Board gave direction to begin a Climate Resilience Initiative, which would provide executive-level coordination and partnership to advance climate adaptation planning work in the County. CSO is currently in the process of establishing the initiative.</p> <p>Please also see Safety Element Update and Climate Action Plan Update under Other Plans, Programs, and Ordinances for more information.</p>	Pending
CONSERVATION AND NATURAL RESOURCES ELEMENT	
C/NR-1: SEA Preservation Program	Not Started
C/NR-3: Mitigation Land Banking Program/Open Space Master Plan	Not Started
<p>C/NR-4: Oak Woodlands Conservation Management Plan Implementation</p> <p>The Oak Woodlands Conservation Management Plan Guide was completed in 2014 to implement part of the Oak Woodlands Conservation Management Plan. The Guide assists County staff when processing development applications for discretionary projects that are not exempt from the California Environmental Quality Act (CEQA) and that may impact oak woodlands. The Guide includes a recommendation to develop a process for documenting oaks that are added voluntarily by property owners. Mapping oak woodlands using infrared imagery, which involves coordination with research universities and GIS professionals, is also being researched. In coordination with the DRP GIS Team, a digital GIS application has been developed that allows applicants to report volunteer and mitigation oak tree plantings. This voluntarily-planted oak tree registration application is a web-based GIS that was made available for public use in October 2021 on the DRP website. The Department will also review available resources, internally and in partnership with other organizations, to more precisely map oak trees.</p>	Ongoing
<p>C/NR-5: Native Woodlands Conservation Management Plan</p> <p>This policy requires DRP to develop a native woodlands conservation management plan with accompanying guidance document and implementing ordinance for native woodlands. DRP must research how existing woodlands, other than oaks, can be mapped using infrared imagery. This pairs with the mapping project tasked by C/NR-4.</p>	Not Started
C/NR-6: Scenic Resources Ordinance	Not Started

<p>Environmental Impact Report (PEIR) were adopted by the Board on June 14, 2022 as a comprehensive and continuous 51-mile plan that recognizes the River as a public resource. On the same day, the Board approved a motion directing Public Works to establish the LARMP Implementation Team to work to establish guidance to prioritize County projects along the Los Angeles River while focusing on obtaining stakeholder input, addressing community needs, and meeting the goals of the Plan. The kick-off meeting took place on October 5, 2022. The Implementation Team is responsible for reporting back to the Board annually on progress.</p> <ul style="list-style-type: none"> San Gabriel Valley Greenway Network Strategic Implementation Plan In 2017, the Board of Supervisors approved a motion to develop the San Gabriel Valley Greenway Network Strategic Implementation Plan (SGVGN SIP). The SGVGN SIP will help transform approximately 130 miles of existing Los Angeles County Flood Control District right-of-way within Supervisorial Districts 1 and 5 into a world-class greenway network. The plan will help improve public access to green space and provide greater connectivity between communities by developing a holistic and regional strategy for greenway projects. This plan represents a broad partnership that includes the Flood Control District, the County of Los Angeles, 30 cities, and various advocacy groups and agencies. Stakeholder meetings and community engagement events were held in 2021 and 2022 to inform them of the plan's development. Upper LA River and Tributaries Working Group (AB 466) In 2017, the Upper LA River and Tributaries Working Group was established as required by AB 466. Public Works participated in the Working Group, led by the Santa Monica Mountains Conservancy (SMMC), to develop a revitalization plan for the Upper Los Angeles River and the tributaries of the Pacoima Wash, Tujunga Wash, Verdugo Wash, Burbank Western Channel, Aliso Canyon Wash, and the Arroyo Seco. The plan was completed and approved by the Working Group in April 2020. In 2021, the Working Group was authorized to continue meeting as needed to discuss the progress and implementation of projects from the plan. As a result of these meetings, SMMC authorized a \$450,000 grant for the development and design of a natural park project at the headworks of Pacoima Spreading Grounds, owned by the Flood Control District. Public Works is coordinating with MRCA on the development of concepts. The Working Group will be convened as necessary to discuss and approve future projects for implementation as funding becomes available. 	<p>Ongoing</p> <p>Ongoing</p>
<p>C/NR-12: Urban Greening Program</p> <p>Please see Community Climate Action Plan (CCAP) Implementation (Part II, subsection 4.) LC-1: Develop Urban Forests and LC-2: Create New Vegetated Open Space.</p>	<p>Ongoing</p>
<p>C/NR-13: Open Space Land Acquisition Strategy</p> <ul style="list-style-type: none"> The Department of Parks and Recreation (DPR) completed an internal draft strategy to acquire and protect natural resources, parkland, recreational and historic properties, and improve public access to parks and trails in accordance with the General Plan, Community Parks and Recreation Plans, 	<p>Pending</p>

<p>Trail Master Plans, and the Countywide Parks and Recreation Needs Assessment (PNA). DPR will update this draft strategy based on the findings of the 2022 Parks Needs Assessment Plus (PNA+) and additional research and coordination regarding potential land acquisition opportunities.</p> <ul style="list-style-type: none"> DPR completed the Parks Needs Assessment Plus (PNA+), which focuses on regional recreation needs and the park needs of rural communities, and identifies areas, including open space and natural areas, that should be prioritized for conservation and restoration in the future. The PNA+ Final Report was unanimously adopted by the Board of Supervisors on December 6, 2022. 	
<p>C/NR-15: Solar Energy Orientation Study</p>	<p>Not Started</p>
<p>PARKS AND RECREATION ELEMENT</p>	
<p>P/R-1: County Parks and Recreation Master Plan</p> <p>DPR is continuing to implement Phase I of the Master Plan for Sustainable Parks and Recreation, which was completed in February 2016. Phase I consists of Community Parks and Recreation Plans (CPRPs) for the following six unincorporated communities: East Los Angeles, East Rancho Dominguez, Lennox, Walnut Park, West Athens-Westmont, and Willowbrook. Implementation of the Master Plan is underway, with the following major development highlights:</p> <ul style="list-style-type: none"> In October 2022, DPR completed and opened to the public the Greater Whittier Regional Aquatic Center in unincorporated West Whittier-Los Nietos. It features two pools (a 50-meter by 25-yard competitive swimming pool and a 25-meter by 25-yard practice swimming pool), concrete bleachers for approximately 500 spectators, and a new building with changing rooms, showers, restrooms, and classrooms. Outside the aquatic center is a new public park space with workout equipment and a playground. DPR also continued the process of implementing the following priority park projects in unincorporated communities: <ul style="list-style-type: none"> 92nd Street Linear Park Development Project (Florence-Firestone); Walnut Park Pocket Park (Pacific Boulevard Park) Development Project (Walnut Park); 95th & Normandie Pocket Park Development Project (Westmont); San Gabriel Valley Aquatic Center (West Puente Valley); and Salazar Park Modernization (East Los Angeles). DPR is continuing to implement priority park projects identified for unincorporated communities through the 2016 Parks Needs Assessment (PNA) and CPRPs. DPR is responsible for 47 unincorporated study areas, of which 14 are identified as Very High or High Need in the PNA. 	<p>Ongoing</p>

<ul style="list-style-type: none"> On December 6, 2022, Board of Supervisors unanimously adopted the 2022 Parks Needs Assessment Plus (PNA+) Final Report as the county's 30x30 plan. 30x30 refers to the goal of conserving 30 percent of lands and coastal waters by 2030 to address climate change and protect biodiversity. The PNA+ Final Report focuses on environmental conservation and restoration, regional recreation, and rural Recreation. It builds upon and supplements the 2016 PNA with data and mapping to guide future efforts addressing environmental conservation and restoration, and regional and rural recreation needs. 	
<p>P/R-2: Trails Program</p> <ul style="list-style-type: none"> In February 2022, DPR provided a report back to the Board of Supervisors regarding a comprehensive Trails Maintenance Assessment that was conducted in order to ensure the adequate maintenance of trails, one of the County's most significant recreational resources. The assessment was prepared in consultation with key County departments and stakeholders, and summarizes information from relevant trail planning initiatives completed over the past decade; provides an overview of existing trail operation and maintenance practices, including deficiencies and needs; describes best management practices employed by federal, state and local trail managing agencies; and offers various recommendations to address the resource needs for County trail maintenance and opportunities to improve efficiencies'. The valuable information highlighted in the report is being used to inform management decision making and resource allocation, which includes the execution of several contracts with local youth conservation corps for trail health and safety improvement projects. DPR continues to convene a Countywide Trail Managers Task Force as a forum to coordinate and collaborate with federal, state, and local trail managing partners to create a network of support and shared resources. While the initial focus of the task force was to establish protocols for trail use and a coordinated approach to managing the safe operation of trails and public messaging in response to the COVID-19 pandemic, the Task Force continues to meet quarterly to discuss trail-related issues and solutions. DPR is nearing completion of a Trails Volunteer Program Framework developed in partnership with the National Park Service through a technical assistance grant. The program framework identifies and prioritizes trails that would benefit from volunteer support with the goal of attracting and retaining a returning volunteer workforce that can support operational needs, as well as establishing a partnership model with local non-profit and trail managing agencies to leverage resources and strengthen community efforts related to maintaining our regional trail network. As the framework is finalized, our next steps are to engage with DPR park superintendents and staff to identify and collaborate on a pilot trail volunteer opportunities at a regional park facility, and to establish those strategic partnerships that can help provide support to launch the initial pilot events with the goal of long-term partnerships to support the County's regional trail network. DPR continues to maintain and update Trails LA County, a website, mobile app and social media platform used to meet the public's need for trail-related information by offering digital tools, such as maps and real-time alerts and to share information about meaningful topics, such as trail and hiking safety, hiking with kids, and trail etiquette. The platforms currently host official information on more than 600 miles of public trails in Los Angeles County, with the ultimate goal 	<p>Ongoing</p>

<p>to expand to include trails information on the 3,000+ miles of trails in Los Angeles County.</p> <ul style="list-style-type: none"> DPR continues to work to implement more uniform signage across all County trails and parks. Building upon the successful implementation of uniform trail signage across the majority of the County's Regional Trail Network, DPR is currently developing a Natural Areas Interpretive & Wayfinding Signage Program. The goals of the program are to: establish cohesive branding and signage for Natural Areas; improve the patron experience and navigability of Natural Area trails through physical wayfinding; and to improve opportunities for education and interpretation utilizing signage, brochures, and virtual components. The first phase of the project focuses on implementation at Vasquez Rocks Natural Area, Eaton Canyon Natural Area, and San Dimas Natural Area. DPR continually supports collaboration with other public, non-profit, and private organizations in the development of a comprehensive trail system. One notable partnership is with Amigos de los Rios (ADLR), which is nearing completion on two projects to enhance and expand DPR trails: The Rio Hondo Trail & Peck Park Improvement Project and the San Gabriel River Trail Tree Planting Project. <p>The Rio Hondo Trail & Peck Park Improvement Project is located within the Peck Road Water Conservation Park and along the Rio Hondo River Channel. The project includes the installation of a new trail, interpretive signage, creation of infiltration planters and vegetative bioswales, and planting of drought-tolerant trees and shrubs. The project will enhance the scenic amenities within the park, improve watershed health and native habitat, as well as improve equitable access and connectivity of existing recreational facilities within and adjacent to the Emerald Necklace.</p> <p>The San Gabriel River Trail Tree Planting Project includes the removal of invasive species and planting of 758 native trees and shrubs adjacent to the County's San Gabriel River Multi-Use Trail and bikeway, extending approximately 5 miles from Lower Azusa Road to Thienes Ave. The project will improve watershed health, enhance the native habitat, provide more opportunities for shade, and greatly enhance the experience for the large number of users that recreate and/or commute along the San Gabriel River.</p>	
<p>P/R-3: Parks Sustainability Program</p> <ul style="list-style-type: none"> DPR drafted the Department's first sustainability framework that outlines departmental goals that promote social equity, park access, and climate adaptation through a series of implementable action items in various key focus areas. The focus areas include: urban forestry management and shade equity, integrated water management, resource conservation, community prosperity, and ecosystems preservation, restoration and enhancement. DPR supported key partners at DPH, CSO, and Public Works to implement a grant from CalFire to provide support for various multi-year initiatives, including the following: plant and establish new trees in Florence-Firestone , complete DPR's urban parks tree inventory, engage communities and increase tree stewardship through community-based organization (CBO)-led engagement/education, and develop a Urban Forest Management Plan. A County Urban Forest Management Plan (UFMP) will establish a path to 	Ongoing

<p>increasing the extent and resilience of tree canopy in the County, which will create more resilient and healthy community environments and promote thriving ecosystems, habitats, and biodiversity. A key goal for the UFMP is addressing existing inequities in the tree canopy; recent tree inventories have shown that low-income communities and communities of color often have less tree canopy than other places in the County. The UFMP will comprehensively document and provide a strategy to address these inequities.</p> <ul style="list-style-type: none"> • DPR has been collaborating with Public Works to develop and implement stormwater projects at multiple park facilities. The aim of the stormwater projects is to divert local watershed runoff carrying point source and non-point source contaminants into below-ground stormwater treatment systems. Once treated, the water is redirected for either reuse, groundwater infiltration, or rereleased into the local watershed. Twenty-five project sites have been proposed across DPR facilities. Four of these stormwater projects have been completed; Ladera Park, Roosevelt Park, Earvin “Magic” Johnson Recreation Area (Phase 1A), and 103rd St/Ted Watkins Park. Current efforts to develop and implement stormwater projects at the remaining twenty-one selected park sites are advancing with the completion and approval of the project design concept (PDC) for the Baldwin Lake/Tule Pond Restoration Project, the completion and review of concept plans for stormwater projects at Alondra Park and Adventure Park, the determination of project feasibility for Sorensen Park, the development and review of the above ground concept for Allen J. Martin Park. • DPR has been collaborating with the Internal Services Department (ISD) to install EV Charging Stations at park facilities. Foundational work such as site investigations, drafting an MOU between ISD and DPR, and a service level agreement for the operations of the charging stations have been completed. At present, there are more than 70 charging stations at seven (7) park facilities slated for installation, with many more being planned. Most of the initial charging stations will be installed under the Edison “Charge Ready” program. • DPR requires LEED certification for all new buildings of 10,000 square feet or above. In 2022, the Greater Whittier Regional Aquatic Center located in the unincorporated community of West Whittier-Los Nietos was opened to the public. This regional aquatic center is in the process of obtaining Gold LEED Certification and offers a competitive swimming pool, practice pool, and recreational amenities. This sustainability focused project orientates the pool building and pools to take advantage of sun and wind control, allowing the facility to function efficiently with the surrounding environment. DPR continues to maintain reduced water consumption at County parks and for the majority of 2022 has been operating parks under the Statewide emergency drought ordinances. Smart Controllers were upgraded from 2G technology to 3G across fifteen park sites. Also, DPR participated in the process led by CSO to draft a County water conservation policy intended for departments to ensure that water is used efficiently and that water uses are prioritized in alignment with County sustainability goals. This policy was adopted by the Board in 2022. • The Park Design Guidelines created by DPR and adopted by the Board in 2017 provides requirements for water and energy efficiency through parking lot design, planting and irrigation design, lighting, and other utility systems design. These guidelines prioritize parking for fuel efficient vehicles, guide 	
---	--

efficient use of energy through proper equipment selection and systems, water efficient irrigation and planting design.	
NOISE ELEMENT	
N-1: Countywide Noise Assessment Survey/County Noise Ordinance Update A preliminary Noise Pollution assessment was conducted and DPH identified sources of noise, health effects, and communities at greatest risk for exposure in the County. More direct monitoring is needed to understand the scope of the noise problem including major noise sources in the County. Community-level noise studies are needed to be able to monitor noise impacts from industries and transportation sources over time, monitor implementation of noise abatement measures, and changing social, economic and demographics. Best practices in municipal noise regulations will be reviewed for possible incorporation into the noise ordinance update.	Ongoing
N-2: Countywide Noise Mapping Feasibility has not yet been determined. Funding needs to be identified to develop and implement comprehensive noise assessment and mapping. Additionally, supplies and equipment to support noise assessment are needed.	Not Started
N-3: Noise Abatement Program Program Development in underway, including capacity building. Guidelines and best practices to mitigate noise issues will be developed as the program is established. DPH continues investigating complaints and violations of the County's noise ordinance at businesses near residential properties.	Ongoing
SAFETY ELEMENT	
S-1: Debris Management Plan Public Works, in collaboration with the Office of Emergency Management (OEM) and other County Departments and agencies, completed an Unincorporated Areas Mass Debris Management Plan (UA MDMP) tailored specifically to the unincorporated areas of the County. Public Works is currently developing an addendum to the UA MDMP to assist the County in the planning, implementation, administration, and oversight of Private Property Debris Removal (PPDR) programs following a disaster. The current UA MDMP focuses on debris clearing operations within public right of way. The addendum will serve as a step-by-step, start-to-finish guide to conduct debris removal programs and operations on private property in conformance with local, state and federal guidelines. The plan will address the separate processes for both a government sponsored PPDR program and a local debris removal program.	Adopted September 2016
S-2: At-Risk Properties Hazard Fund and Strategies	Ongoing

Public Works identified repetitive loss properties (at-risk properties in hazard areas) for unincorporated Los Angeles County in the Repetitive Loss Area Analysis (RLAA), which was approved by the Board in 2016. The RLAA also identifies the specific flood hazards and mitigation measures aimed at reducing the flood hazards for at risk properties, as well as appropriate flood hazard mitigation grant funding. The RLAA was updated in 2020 and adopted by the Board in June 2021. Implementation of the identified measures is ongoing. Public Works prepared the 2021-22 Repetitive Loss Area Analysis Progress Report and submitted it to FEMA in July 2022.	
<p>S-3: Floodplain Management Plan Implementation and Update</p> <p>In 2020, Public Works completed its five-year update of the County's Floodplain Management Plan, which was approved by the Board in 2016. The updated Plan was distributed to properties in the flood hazard areas and properties that may be susceptible to the same hazards as those affecting the repetitive loss properties. The updated Plan includes possible mitigation measures and identifies possible flood hazard mitigation grant funding. The updated Plan was adopted by the Board in June 2021. Implementation of the identified measures is ongoing. PW prepared the 2021-22 Floodplain Management Plan Progress Report, obtained the approval of the Progress Report from the Plan's Steering Committee, and submitted the Progress Report to FEMA in July 2022.</p>	Ongoing
PUBLIC SERVICES AND FACILITIES ELEMENT	
PS/F-1: Planning Area Capital Improvement Plans	Not Started
<p>PS/F-2: Water Conservation Ordinance</p> <p>The Board recognizes the importance of continued water conservation. Public Works will continually review and update the County's water conservation ordinance with appropriate enforcement procedures, such as instituting a water conservation hotline and other measures. The Water Conservation Program is an ongoing program developed to reduce water use by updating inefficient plumbing fixtures, enhancing cooling tower operations, and removing non-ornamental turf at various County facilities. On August 30, 2022, the Board adopted a motion titled, "Urban Water Conservation Measures and Assistance in Unincorporated Los Angeles County," in response to severe drought conditions throughout the State. The motion directed the Chief Sustainability Office to report back to the Board with recommendations for updating the 2014 Water Conservation Ordinance as well as to report on the feasibility of creating programs to support equitable access to federal, state, and local resources to build climate resilience in communities, such as providing low to moderate income residents with financial assistance for turf removal.</p>	Ongoing
PS/F-3: Agricultural Water Conservation Program	Not Started
ECONOMIC DEVELOPMENT ELEMENT	

<p>ED-1: Economic Development Incentives Program</p> <p>Expand and renew the County's incentive zones and districts</p> <p><u>Opportunity Zones</u></p> <p>In 2018, the CEO worked with the State and with the federal Treasury Department to designate 17 Opportunity Zones in the unincorporated areas. The Opportunity Zones include incentives that are designed to spur economic development and job creation. The Board passed a motion in June 2019 to assess the feasibility of developing a capacity building program for local community development corporations, assess the feasibility of creating site specific public-private opportunity funds, and research and develop policies and guiding principles for the equitable implementation of the opportunity zone program within unincorporated Los Angeles County by emphasizing capacity building and social benefits.</p> <p>Based on the June 2019 Board motion, the CEO initiated the development of a County policy framework to ensure Opportunity Zone projects provide community benefits. The work was to include extensive stakeholder engagement workshops and community outreach. However, COVID-19 disrupted the ability to engage the various community groups, non-profits, and government agencies needed to complete this work. An extension was granted to March 31, 2021 for the CEO to report back on this motion.</p> <p>A County Working Group on Opportunity Zones was established and met three times in 2021. Working Group members include numerous community groups, non-profits, and representatives from county, city, and state government. Based on input from the Working Group, a Board policy was drafted, and was adopted by the Board in August 30, 2022. The policy stresses the importance of transparency and collaboration with local communities. In addition, DRP will provide quarterly reports to Board offices and the Working Group identifying planning activity in Opportunity Zones located in unincorporated Los Angeles County.</p> <p><u>Enhanced Infrastructure Financing Districts</u></p> <p>Enhanced Infrastructure Financing Districts (EIFDs) were adopted by the legislature in 2014 as a partial replacement for redevelopment agencies (RDAs), which were dissolved in 2012. Like RDAs, EIFDs provide tax increment financing (TIF) to assist cities and counties fund infrastructure projects and spur development. An EIFD is entitled to only the property tax increment of local agencies that agree to contribute a portion of their shares. School districts, however, are prohibited from contributing their shares of property tax to EIFDs.</p> <p>The EIFD law provides broad authority for local agencies to use TIF to fund a wide variety of projects including: roads and bridges; wastewater and groundwater facilities; affordable housing, mixed-use and sustainable development; transit-oriented development; and parks and open space. These infrastructure investments will then spur private development including housing, industrial, and commercial projects.</p> <p>On August 1, 2017, the Board adopted an EIFD policy that defines the role of the CEO in evaluating EIFD proposals. Requirements include: ensuring that the County contribution is not more than the amount of the city contribution; conducting fiscal analysis, including a "But for ..." analysis, which demonstrates a long-term positive net impact on the County; the inclusion of 20% affordable units for rental housing; and aligning with other Board priorities.</p>	<p>Ongoing</p>
--	----------------

<p>The County has been a leader in participating in EIFDs and has partnered with the Cities of La Verne, Palmdale, and Carson in adopting EIFDs. In addition, the County adopted an EIFD in unincorporated West Carson. The County is currently in discussions with a number of other cities who are considering an EIFD.</p>	
<p>ED-2: Economic Development Outreach and Coordination Initiative</p> <p>LA County Strategic Plan for Economic Development</p> <p>Beginning formally in February 2019, the Board directed exploration, analysis, and implementation planning for the creation of a new department combining Economic and Workforce Development. On March 8, 2021, the CEO submitted a report to the Board in response to various motions between 2019 and 2020 that directed the development of a plan to optimize economic development and workforce development services, and to create this new department. The March 8, 2021 report outlines a three-phase implementation plan to establish an Economic and Workforce Development Department and to optimize and enhance these services. The Board quickly adopted motions directing implementation of the plan.</p> <p>Phase One of the implementation plan (October 2021 - July 2022) involved the creation of distinct programmatic entities within the Department of Workforce Development, Aging and Community Services (WDACS) organizational structure to include an economic and workforce development branch. This entailed moving economic development services and functions from several other departments and one outside agency into WDACS to be combined with the existing workforce services and functions. Development of this branch was completed on January 19, 2022 and served as the precursor for a new standalone department of Economic and Workforce Development.</p> <p>Phase Two formally established the new standalone Economic and Workforce Development department effective July 2022, now known as the Department of Economic Opportunity (DEO). The final stage, Phase Three, is now underway and will span several years. This stage focuses full optimization and enhancement of services and structures within the DEO to build on the improvements occurring during the first two phases of realignment. The DEO will coordinate the County's economic and workforce development strategies going forward.</p> <p>Economic Development Administration/Comprehensive Economic Development Strategy</p> <p>A Comprehensive Economic Development Strategy (CEDS) serves as a tool to promote local and regional economic development planning. This is undertaken by establishing goals and identifying ways in which local strengths can be leveraged and barriers can be overcome to improve inclusive economic prosperity and overall quality of life for residents.</p> <p>The County develops the CEDS every five years to provide goals and actions for Los Angeles County. Development and updating of the CEDS has now transitioned from the Los Angeles County Development Authority to the DEO. The CEDS is a collaborative process that involves the input of key stakeholders, organizations, local governments, educational institutions, and private industry to create an understanding of the region's current conditions and future goals. The intensive planning process culminates in strategies with outlined roles and responsibilities among stakeholders to propel the region into the implementation process and achieve actionable results over the five-year lifespan of the CEDS.</p>	<p>Ongoing</p>

The Economic Development Administration (EDA) approved the CEDS submitted by the County for the 5-year period of November 1, 2020 through October 31, 2025. Annual updates can be made and submitted to the EDA by October 31 each year.

Pathways for Economic Resiliency

The former WDACS commissioned an LAEDC report entitled Pathways for Economic Resiliency: LA County 2021- 2026. This report sought to catalyze an equitable economic recovery and included recommendations to train workers in high-growth sectors, provide incentives for businesses to hire displaced workers, reduce discriminatory hiring practices, continue to provide PPE and public health information, offer reopening assistance, optimize public land and assets, create a business attraction strategy, close the digital divide, and increase access to childcare and other support services. Upon release, the Board of Supervisors charged key County agencies, including WDACS, CEO, LACDA, DCBA, DRP, DPH, DHS, DPSS, ISD, WGI, and Arts and Culture with convening and developing an implementation strategy for recommendations outlined in the report. The implementation plan is being finalized for submission to the Board and leverages ARPA programs and dollars across agencies.

America's Job Centers of California

DEO operates 19 America's Job Centers of California, which offer job preparation, paid work experiences, supportive services and job connections for workers and recruitment and training, layoff aversion, hiring incentives and more for businesses. In preparation for the release of an RFP, DEO has led significant stakeholder engagement and analytical efforts around AJCC system modernization to guide the new procurement. The RFP reflects input and recommendations from the Board of Supervisors, the Los Angeles County Workforce Development Board, five community meetings, business partners, system stakeholders, independent evaluators, and workforce development professionals.

Office of Small Business

DEO runs the Office of Small Business, housed in the East LA Entrepreneur Center, to assist businesses in starting, growing, and thriving in LA County. We offer resources and services that include 1:1 counseling, workshops, referrals for legal assistance and financing; certifications and preference programs for County contracting; and technical assistance in competing for other public contracting opportunities.

American Rescue Plan Act

DEO is spearheading \$156 million in economic and workforce development programming, which includes \$57 million for workforce development and supportive services and \$99 million in grants for small businesses and other economic and business development initiatives. These efforts include programs for workplace safety, training, and jobs for historically disinvested workers in high-growth industry sectors and grants and services for small businesses, entrepreneurs, sidewalk vendors and nonprofits. Significant regional coordination, collaboration, and outreach is occurring to support successful implementation of these programs.

Renovate Façade Improvement Program

DEO's Renovate Program supports efforts to revitalize commercial corridors by partnering with local small businesses in unincorporated LA County areas to enhance the appearance of commercial facades and street-facing buildings.

<p>Industry Clusters</p> <p>One of DEO's strategic priorities is to serve as a regional leader in high-growth and opportunity sectors and integrate the County's efforts with existing industry cluster work across and within LA County. DEO is beginning with a focus on the life sciences industry and creative economies with the intent of expanding strategic engagement and leadership to other priority sectors.</p> <p>Community Economic Resilience Fund</p> <p>Last year the State announced a \$600 million Community Economic Resilience Fund (CERF) to support sustainable and resilient regional economies across California. The State awarded Los Angeles County's High Road Transition Collaborative a \$5 million Phase 1 CERF planning grant to build a roadmap for resilient and equitable economic growth for our region. The California Community Foundation is acting as the fiscal agent and the Los Angeles County Economic Development Corporation (LAEDC) is serving as the regional convener, with more than 200 community partners presently involved, including business/industry, labor organizations, CBOs/nonprofits, economic, workforce and community development agencies, philanthropic organizations, individuals from disinvested communities, environmental justice organizations, and more to collectively create a more inclusive, equitable and competitive regional economy.</p>	
<p>ED-3: Economic Development Land Use Strategy</p> <p>DRP has coordinated with the many departments, including the CEO, WDACS, Public Works, and Public Health to support the County's major economic development initiatives, including but not limited to: promoting life science facilities, developing the County's Opportunity Zones policy, permitting outdoor dining, and increasing early care and educational facilities.</p>	Ongoing

2. OTHER PLANS, ORDINANCES, AND PROGRAMS

The following plans, ordinances, and programs support the aims and visions of the County's General Plan, but are not specifically identified as implementation programs in the General Plan.

PROGRAMS	STATUS
<p>Antelope Valley Community Standards Districts Program</p> <p>To implement the Antelope Valley Area Plan, DRP comprehensively reviewed and proposed amendments to four existing Community Standards Districts (CSDs), one of which is being considered for a split into two new CSDs and initiated preparation of eight new CSDs. In 2022, the Board held public hearings and adopted an update to the Elizabeth Lakes and Lake Hughes CSD and a proposed CSD for the community of Three Points-Liebre Mountain. Also, CSDs for Pearblossom and Lake Los Angeles were developed and an update for the Southeast Antelope Valley CSD were heard by the Regional Planning Commission in October 2022.</p>	Pending
Cannabis Regulations	Pending

<p>The Board adopted Ordinance No. 2017-0025 on June 6, 2017, which banned cannabis businesses in unincorporated Los Angeles County. The ordinance also established regulations for personal cannabis cultivation in conjunction with a legally established dwelling unit.</p> <p>In December 20, 2021, the County Office of Cannabis Management (OCM) submitted a Board Report with recommendations of options for possible regulation of cannabis businesses. OCM is in the process of selecting a consultant to prepare an environmental document for the proposed regulations ordinance.</p>	
<p>Chapman Woods Community Standards District</p> <p>In September 2021, a project to create a Chapman Woods CSD was initiated by a Board motion. Community outreach and engagement continued through December 2021. In 2022, the Regional Planning Commission heard and recommended approval of a draft ordinance for the Chapman Woods CSD. This new CSD will provide development standards to prevent mansionization through limits on the floor area ratio. It will also encourage preservation of existing architectural styles through voluntary objective standards and incentives. Community outreach and engagement continued through December 2021. In 2022, the Regional Planning Commission heard and recommended approval of a draft ordinance for the Chapman Woods CSD.</p>	Pending
<p>Climate Action Plan Update</p> <p>The Climate Action Plan Update will include an updated greenhouse gas (GHG) emissions inventory for 2018; emissions forecasts for 2030, 2035, and 2045; GHG emissions targets for 2030, 2035, and 2045; a revised suite of GHG reduction strategies, measures, and actions; and a development review consistency checklist. Regional Planning Commission hearings are anticipated for 2023.</p>	Pending
<p>Countywide Community Wildfire Protection Ordinance</p> <p>The Countywide Community Wildfire Protection (CCWP) Ordinance amends Title 21 (Subdivisions) and Title 22 (Planning and Zoning) of the Los Angeles County Code to reduce and manage wildfire risks to people and property located in the Very High Fire Hazard Severity Zone ("VHFHSZ") and Hillside Management Area (HMA). The CCWP Ordinance amends Title 21 and 22 to address adequate evacuation egress during disasters, to improve public safety, and to reduce risks to development and environmental resources located within the VHFHSZ and HMA. The CCWP Ordinance has been released for a final round of public review and comment in 2022.</p>	Pending
<p>Countywide Community Wildfire Protection Plan</p> <p>The Countywide Community Wildfire Protection Plan (CCWPP) is a voluntary community-driven document intended to provide community-focused fire protection strategies for all unincorporated at-risk communities. The CCWPP will identify and prioritize potential vegetation treatment projects and other wildfire reduction strategies. A finalized CCWPP will improve grant funding opportunities for communities to implement the identified strategies. Initial outreach was conducted in 2022.</p>	Pending

<p>County Code Consistency with Title 22 Ordinance</p> <p>The County Code Consistency with Title 22 Ordinance amends 11 Titles in the Los Angeles County Code to update references made to Title 22. In 2019, the Technical Update to Title 22 Ordinance updated and reorganized Title 22, however references to Title 22 in other sections of the County Code were not updated. Titles amended by this ordinance are: Title 2 – Administration, Title 3 – Advisory Commissions and Committees, Title 7 – Business Licenses, Title 12 – Environmental Protection, Title 13 – Public Peace, Morals and Welfare, Title 15 – Vehicles and Traffic, Title 16 – Highways, Title 20 – Utilities, Title 21 – Subdivisions, Title 26 – Building Code, and Title 32 – Fire Code. The amendment process is being done periodically to make modifications as needed so that Title 22 is error-free, coherent, consistent, and easy to read and interpret. These amendments, known as “tune ups,” will be done on an annual or periodic basis as necessary, and will be mostly technical in nature. The Regional Planning Commission held a public hearing for the first Tune Up on October 14, 2020, and the Board heard it on February 23, 2021. The Board approved Tune Up 002 on October 18, 2022, however, the decision was rescinded to allow for additional public noticing and public comment period prior to a decision by the Board.</p>	<p>October 18, 2022</p>
<p>Disaster Recovery Ordinance</p> <p>The Disaster Recovery Ordinance is an amendment to Title 22 (Planning and Zoning) of the County code to expand existing regulations for temporary housing for residents displaced by a disaster, to establish procedures for the replacement of buildings and structures, and to establish procedures for the re-establishment of uses damaged or destroyed by a disaster. The public hearing before the Board was held on April 19, 2022.</p>	<p>Pending</p>
<p>Gas Station/Drive-Throughs</p> <p>On July 22, 2021, the Board approved Interim Urgency Ordinance No. 2021-0031U, which temporarily requires a conditional use permit (CUP) and additional development standards for new auto service stations and drive-through establishments within the East Los Angeles Community Plan area. The Urgency Ordinance was extended 10 months and 15 days and expired on July 13, 2022.</p> <p>On July 27, 2021 the Board directed DRP to prepare a zoning study with recommendations for a permanent ordinance that may require a CUP and/or additional development standards for new auto service stations and drive-through establishments. On June 14, 2022, the Board approved the Green Zones Ordinance, which included regulations for gas stations. The ordinance established 11 unincorporated communities as Green Zone Districts, required a CUP for new gas stations within these districts, and created a new countywide definition for “sensitive use.” New development standards were also established to address site design, maintenance, buffering from intrusive uses, and hours of operation. Research of countywide regulations for gas stations and drive-throughs is still ongoing and preparation of a Board report with recommendations is forthcoming.</p>	<p>Pending</p>
<p>Green Zones Program</p>	

<p>The Green Zones Program was adopted by the Board of Supervisors on June 14, 2022 and became effective on July 14, 2022. The Green Zones Program revised the General Plan with new environmental justice policies and also amended Title 22 (Planning and Zoning) of the County Code to establish multiple new chapters and sections regarding industrial land uses, including the creation of 11 Green Zone Districts (Chapter 22.84) in the unincorporated communities of Avocado Heights, East Los Angeles, East Rancho-Dominguez, Florence-Firestone, South San Jose Hills, Walnut Park, West Athens-Westmont, West Carson, West Rancho Dominguez-Victoria, West Whittier-Los Nietos, and Willowbrook. It established additional permitting requirements and development standards for existing and new industrial and vehicle-related uses located near sensitive uses as well as development standards for new sensitive uses located adjacent to industrial uses countywide. The program also includes new countywide recycling and solid waste permitting requirements and development standards consistent with State laws and goals for waste diversion and emissions reduction. The Green Zones Program affects new and existing uses based on a schedule of compliance.</p> <p>The implementation of the Green Zones Program has been merged with the responsibilities of the existing DRP Industrial Use Task Force (IUTF). The IUTF will be responsible for reporting on the implementation of the Green Zones Program.</p> <p>On December 20, 2022, the Board enacted an urgency ordinance to temporarily require CUPs for drive-through uses in Green Zone Districts, until DRP can make permanent changes to Title 22. In addition, DRP developed clean up amendments to the Green Zones Ordinance to facilitate the implementation of area plans.</p>	Ongoing
<p>Habitat Impact Fee Study</p> <p>The Santa Monica Mountains Land Use Plan (Policies CO-86a and CO-86b) and Santa Monica Mountains North Area Plan (Policy CO-24) lay out foundational policies addressing unavoidable development impacts to sensitive habitats in the Santa Monica Mountains. Avoidance of resources found in sensitive habitats is prioritized by the County in the design and development process. However, when there is no feasible option for avoidance or onsite mitigation, a habitat impact fee is assessed to allow for reasonable economic use of the property. This assessed fee will fund mitigation land acquisition to preserve sensitive habitats in perpetuity. In 2022, DRP developed a habitat impact fee study that reflect current acquisition and restoration costs, and conducted targeted stakeholder outreach. Title 22 will be amended to add this fee assessment.</p>	Pending
<p>Historic Preservation Program</p> <p>In 2022, Jackie Robinson Park was designated in the community of Sun Village as a County landmark, a survey of historic resources for the community of Florence-Firestone was conducted and a Historic Context Statement for the Metro Planning Area was prepared.</p>	Ongoing
<p>Housing Element Update</p> <p>Please see the Housing Element Annual Progress Report CY 2022 for more information.</p>	Ongoing

<p>Marina del Rey for All</p> <p>On July 12, 2022, the Board approved a motion to direct the Department of Beaches and Harbors to collaborate with other County departments, including DRP, Public Works, Department of Arts and Culture, Los Angeles County Development Authority, County Poverty Alleviation Initiative and County Antiracism, Diversity and Inclusion Initiative, to complete a community assessment to identify urgent community needs in Marina del Rey (MdR) and a comprehensive long-range plan for the best and highest use of real estate and water assets in MdR.</p>	
<p>Oil Well Ordinance</p> <p>In September 2021, the Board instructed DRP to amend the draft Oil Well Ordinance to prohibit all new oil and gas extraction wells in all zones, including those regulated under existing discretionary permits and designate all existing oil and gas extraction activities as legal nonconforming uses in all zones. This ordinance will apply to unincorporated Los Angeles County, with the exception of the unincorporated areas of the Baldwin Hills Community Standards District, Marina del Rey Specific Plan, or Newhall Ranch Specific Plan. A public hearing before the Regional Planning Commission was held in June 2022 and recommended the Board approve the amended ordinance. A public hearing was held before the Board in September 2022.</p>	Pending
<p>Outdoor Dining Ordinance</p> <p>On April 19, 2022 the BOS adopted a motion to direct Public Works and DRP to develop a permanent outdoor dining program in collaboration with CEO, Public Health, Fire, Economic Opportunity, and Counsel, which include ordinances for Titles 16 and 22, identify and develop measures and resources to support permanent outdoor dining, and conduct extensive outreach to a wide range of stakeholders, including stakeholders in the restaurant and hospitality industries, business groups, and community groups. Working committees were formed and met on monthly and biweekly bases to discuss progress on different aspects of the motion. A progress report was submitted to the Board on October 17, 2022.</p>	Ongoing
<p>Safety Element Update</p> <p>To comply with Senate Bill 379 (Jackson, 2015), Senate Bill 1035 (Jackson, 2018), Assembly Bill 747 (Levine, 2019), Senate Bill 99 (Nielsen, 2019), and Assembly Bill 1409 (Levine, 2021), the Safety Element was updated to include stronger policies to more effectively reduce the potential risk from hazards with an emphasis on climate resiliency and adaptation. The Board of Supervisors adopted the update on July 12, 2022.</p>	Adopted July 12, 2022
<p>Tune Up to Title 22</p> <p>On December 11, 2019, the Regional Planning Commission initiated periodic amendments to Title 22 to make modifications as needed so that Title 22 is error-free, coherent, consistent, and easy to read and interpret. These amendments, known as “tune ups,” will be done on an annual or periodic basis as necessary, and</p>	Ongoing

<p>will be mostly technical in nature. The Regional Planning Commission held a public hearing for the first Tune Up on October 14, 2020, and the Board heard it on February 23, 2021. The Board approved Tune Up 002 on October 18, 2022, however, the decision was rescinded to allow for additional public noticing and public comment. In addition, in 2022, DRP developed Tune Up 003.</p>	
<p>Wireless Communication Facilities Ordinance</p> <p>On March 5, 2019, the Board instructed the Director of Planning to prepare an ordinance that, at minimum, defines and establishes standards for the location, height and design of wireless communication facilities; conduct outreach to residents, the wireless communication facilities industry and other interested parties; prepare an appropriate environmental document for the ordinance in compliance with the California Environmental Quality Act and the County's environmental review procedures; and present the ordinance and environmental document to the Regional Planning Commission and Board for consideration at their respective public hearings. On October 13, 2020, the Board instructed several departments (DRP, PW, WDACS, CIO, etc.) to coordinate efforts that will facilitate the build-out of broadband internet access in the unincorporated territory. In response, Title 16 and Title 22 wireless ordinances and design guidelines have been completed. The Board held a public hearing on the ordinance during Fall 2022.</p>	<p>Pending</p>

3. BICYCLE MASTER PLAN IMPLEMENTATION

Background

On March 13, 2012, the Board adopted the 2012 Bicycle Master Plan (Plan), replacing the 1975 County Bikeway Plan. The purpose of the Plan is to: 1) guide the development of infrastructure, policies, and programs that improve the bicycling environment; 2) depict the general location of planned bikeway routes; and 3) provide for a system of bikeways that is consistent with the General Plan. The Plan proposes a vision for a diverse regional bicycle system of interconnected bicycle corridors and support facilities, policies, and programs to make bicycling more practical and desirable to a broader range of people. The Plan will guide the development and maintenance of a comprehensive bicycle network and set of programs throughout unincorporated Los Angeles County through 2032.

The Plan proposes over 800 miles of new bikeways. It additionally includes non-infrastructure programs that are important to developing a bicycle-friendly Los Angeles County. The Plan's success relies on the cooperative efforts of multiple County departments, the Board, the bicycling public, cities, and advocates who recognize the benefits of cycling in their community. An implementation progress report in the General Plan Annual Progress Report to the Board is required by the Bicycle Master Plan. On October 15, 2019, the Board passed a motion directing the Public Works in partnership with the Departments of Beaches and Harbors, Parks and Recreation, Public Health, Regional Planning, the Sheriff's Department, and the California Highway Patrol to update the 2012 Bicycle Master Plan. The update will include:

- Revising the list of bikeways, removing locations that are determined infeasible, and identify new bikeway locations.
- Design guidelines for Class IV bikeways on unincorporated Los Angeles County roads.
- Developing policies and/or design guidelines for bikeway infrastructure that could be shared with micro-mobility devices.
- First/last mile bikeway improvements to connect bikeways to transit stations and bus stops.

The Bicycle Master Plan Update kicked off in August 2022 and is expected to be completed in 2024.

Bikeway Network Implementation

Public Works maintains approximately 108 miles of Class I bikeways (bike paths) that run along the beach and numerous flood control channels, such as the Los Angeles River and San Gabriel River, within U.S. Army Corps of Engineers regional dam facilities and some parallel to County roadways. There are approximately 107 miles of existing Class II (bike lanes), Class III (bike routes), and Class IV (cycle tracks) bikeways throughout unincorporated Los Angeles County roadways, which Public Works also maintains.

Public Works is tasked with implementing the hundreds of new bikeway miles proposed in the Bicycle Master Plan. Public Works is to consider implementation of proposed bikeways when reconstructing or widening existing streets or when completing road rehabilitation and preservation projects. Public Works continually pursues available grant opportunities to fund the implementation of the Plan's proposed bikeway network. The following bikeways were implemented or began construction phase in 2022:

Project Name/ Project ID	Class	Facility	Limits/Comments	Status	Miles
West Carson Community Bikeways RDC0016229	II	Lomita Boulevard	Frampton Avenue to Vermont Avenue	Completed	0.5
	II	Carson Street	Normandie Avenue to Vermont Avenue	Completed	0.5
	III	220 th Street	Normandie Avenue to Vermont Avenue	Completed	0.6
Huntington Drive – San Gabriel Bl/132' W/o Michillinda RDC0015735	II	Huntington Drive	San Gabriel Blvd to Michillinda Avenue	Construction	1.4
Marvin Braude Beach Trail Gap Closure RDC0015071	I	Marvin Braude Bikeway	Will Rogers State Beach to Santa Monica	Construction	0.6

This next table describes the status of the Bicycle Master Plan's Implementation Actions/Policies:

Implementation Actions/Policies	Comment
<p>Policy 1.1: Construct the bikeways proposed in 2012 County of Los Angeles Bicycle Master Plan over the next 20 years.</p> <p>IA 1.1.1: Propose and prioritize bikeways that connect to transit stations, commercial centers, schools, libraries, cultural centers, parks and other important activity centers within each unincorporated area and promote bicycling to these destinations.</p> <p>IA 1.1.2: Coordinate with adjacent jurisdictions and LACMTA to implement bicycle facilities that promote connectivity.</p> <p>IA 1.1.3: Implement bikeways proposed in this Plan when reconstructing or widening existing streets.</p> <p>IA 1.1.4: Implement bikeways proposed in this Plan when completing road rehabilitation and preservation projects.</p>	<p>Ongoing. PW is actively implementing.</p> <p>Ongoing. PW is actively implementing.</p>
<p>Policy 1.4: Support the development of bicycle facilities that encourage new riders.</p> <p>IA 1.4.1: Support efforts to develop a Complete Streets policy that accounts for the needs for bicyclists, pedestrians, disable persons, and public transit users.</p> <p>IA 1.4.2: Provide landscaping along bikeways where appropriate.</p>	<p>Ongoing</p> <p>PW is actively implementing IA 1.4.2.</p>
<p>Policy 1.6: Develop a bicycle parking policy.</p> <p>IA 1.6.2: Establish bicycle parking design standards and requirements for all bicycle parking on County property and for private development.</p>	<p>Section 12.52.1225 for Bicycle Parking and Related Facilities was added to the County Code in 2012. The County enforces the bike parking requirements of Section 5.106.4 of the 2010 Green Building Code for new buildings.</p> <p>Bicycle parking policy guidelines have been developed, which address bicycle parking on County roads and in County facilities. The policy is being implemented.</p>

<p>Policy 2.2 Encourage alternative street standards that improve safety such as lane reconfiguration and traffic calming.</p> <p>IA 2.2.1: Identify opportunities to remove travel lanes from roads where there is excess capacity to provide bicycle facilities.</p>	<p>Ongoing. PW is actively implementing with every upcoming road construction project, where possible.</p>
<p>Policy 2.2: Encourage alternative street standards that improve safety such as lane reconfigurations and traffic calming.</p> <p>IA 2.2.2: Implement the bicycle boulevards proposed by this Plan.</p>	<p>Ongoing. PW continues to secure grant funding to implement bicycle boulevards and protected bike lanes (cycle tracks).</p>
<p>Policy 2.5: Improve and enhance the County's Suggested Routes to School program.</p> <p>IA 2.5.1: Implement improvements that encourage safe bicycle travel to and from school with the assistance of multiple awarded state and federal Safe Routes To School (SRTS/SR2S) grants.</p>	<p>Ongoing. PW is implementing. Federal and state Safe Routes to School grants have been consolidated with other grant programs into the State Active Transportation Program</p>
<p>Policy 2.7: Support the use of the Model Design Manual for Living Streets and Design as a reference for PW.</p>	<p>Ongoing. This is being used as a reference in consultant design service requests to implement the Mobility Element, and for County staff.</p>
<p>Policy 3.1: Provide bicycle education for all road users, children and adults.</p>	<p>Ongoing. The County conducted bicycle and pedestrian safety education and encouragement training workshops in the unincorporated community of East Los Angeles with funding from the Active Transportation Program Cycle 1. The County is implementing the East Los Angeles community active transportation education and encouragement program with funding from the State Active Transportation Program Cycle 4.</p>
<p>Policy 4.1: Support organized rides or cycling events, including those that may include periodic street closures in the unincorporated areas.</p>	<p>Ongoing. PW provides support or grants the ability for various organized rides (including annual events, such as the Tour de Sewer and LA River Ride) and cycling events (triathlons) to occur on County bike facilities, including the various river bikeways and the Marvin Braude Bikeway.</p>

<p>Policy 4.2: Encourage non-automobile commuting.</p> <p>IA 4.2.1: Promote Bike to Work Day/Bike to Work Month among County employees.</p>	<p>Ongoing</p>
<p>Policy 5.2: Create an online presence to improve visibility of bicycling issues in unincorporated Los Angeles County.</p> <p>IA 5.2.1: Provide updates to the community about planned projects.</p> <p>IA 5.2.2: Provide updates to the community about County-maintained regional bikeways.</p> <p>IA 5.2.3: Provide information on bicycle</p>	<p>The Los Angeles County Bikeways' web site provides information about planned projects, bikeway closure updates, information on bicycle safety, and an interactive bikeway map. PW uses Twitter to disseminate information on bicycle events and bicycle facility operational information: https://dpw.lacounty.gov/bike/</p>
<p>Policy 6.1: Identify and secure funding to implement this Bicycle Master Plan.</p> <p>IA 6.1.1 Support innovative funding mechanisms to implement this Bicycle Master Plan.</p> <p>IA 6.1.2: Support new funding opportunities for bicycle facilities that are proposed at the Federal, State, and Local level that impact the county.</p> <p>IA 6.1.3: Identify and apply for grant funding that support the development of bicycle facilities and Programs.</p>	<p>Ongoing. PW will continue to leverage funding for bikeways and bicycle support facilities through its road construction and bikeway programs. The County is committed to a balanced approach in assigning our available Road, Prop C Local Return, Measure R Local Return, and TDA Article 3 Bikeway funds to address the County's streets and roads, bikeways, and pedestrian improvement needs and maintenance priorities to be commensurate with available funding. PW will also consider other innovative funding mechanisms, such as public/private partnerships, to implement the Bicycle Master Plan.</p> <p>PW will submit grant applications that provide funding for bikeway and pedestrian projects, such as the State Active Transportation Program.</p>

4. COMMUNITY CLIMATE ACTION PLAN IMPLEMENTATION

Background

The Community Climate Action Plan (CCAP) is a component of the General Plan under the Air Quality Element. The County has set a target to reduce greenhouse gas (GHG) emissions from community activities in unincorporated areas Los Angeles County by at least 11 percent below 2010 levels by 2020, which complies with and meets the State's AB 32 target of reducing emissions to 1990 levels by 2020. The CCAP describes the County's plan for achieving the community emissions reductions goal, including specific strategy areas for each of the major emissions sectors.

The CCAP includes 26 local actions that are grouped into five strategy areas: green building and energy; land use and transportation; water conservation and wastewater; waste reduction, reuse, and recycling; and land conservation and tree planting. Many of the CCAP measures coincide with General Plan policies and local programs that are already in effect.

The CCAP is in the process of being updated. It will include an updated GHG) emissions inventory for 2018; emissions forecasts for 2030, 2035, and 2045; GHG emissions targets for 2030, 2035, and 2045; a revised suite of GHG reduction strategies, measures, and actions; and a development review consistency checklist. Work on the CCAP update began in 2019. In 2022, the Department released a draft with proposed actions and a DEIR.

2022 GHG Reduction and Implementation Progress

CCAP Implementation Progress

Green Building and Energy	
BE-1: Green Building Development <ul style="list-style-type: none">Cool Roofs Ordinance The Board adopted a Cool Roof Ordinance to amend Title 31 (County of LA Green Building Standards Code) to mandate the installation of Tier 2 level cool roofing materials for all projects in which it has been proven to be cost effective. The ordinance was approved on October 16, 2018 and approved by the California Energy Commission on March 12, 2019. The Ordinance became effective on May 7, 2019.Title 31 (LA County Green Building Code) Updates On November 26, 2019, the Board adopted the 2020 County of Los Angeles Green Building Standards Code for the new code cycle, which began on January 1, 2020. This incorporates the changes from the 2019 CALGreen Code, as well as local County amendments.	<div>Completed</div> <div>Completed</div>

<p>BE-2: Energy Efficiency Programs</p> <p>The County Internal Services Department (ISD) manages a portfolio of energy efficiency programs that support communities, local governments, commercial businesses and residential and multi-family property owners. Through annual funding provided by the California Public Utilities Commission (CPUC), ISD administers the Southern California Regional Energy Network (SoCalREN) that supports energy efficiency programs across a 13-county region that contains the geographic territories of Southern California Edison and Southern California Gas. In 2022, SoCalREN was able to achieve over 18.4 million in kWh electricity savings and over 187,000 therms of natural gas savings. Based on the success of the County's management of SoCalREN, the CPUC has approved 2-year combined budget of \$49 million for CY2022 and CY2023, representing a 14% increase from prior year funding. Building off this additional funding, SoCalREN launched its Kits for Kids program in 2022 which provides no cost energy efficient upgrade equipment to public school students and their families through an educational assignment. SoCalREN's Kits for Kids Program introduces fourth-grade students to the benefits of energy efficiency. Students receive items such as LED bulbs, an efficient flow showerhead and faucet aerators that help their families save money and improve their comfort and safety at home. The program also includes fun online games including an interactive scavenger hunt that tests student's energy-saving skills. Classroom that successfully participate and who verify installation are eligible for \$1,000 grant. In 2022, SoCalREN awarded \$187,000 in grants for over 180 classrooms within disadvantaged and low-income communities. Lastly, the SoCalREN team designed and developed over 21 new energy efficiency programs that aims to achieve over 188,000,000 kWh in electric savings and to be a catalyst to the decarbonization of buildings throughout the 13 county region represented by SoCalREN. These programs are scheduled to launch in 2024 if the CPUC approves our full \$217M 4-year budget proposal. ISD continues to seek partnerships and federal/state funding to meet the goals of the OurCounty Sustainability Plan.</p>	Ongoing
<p>BE-5: Wastewater Treatment Plant Biogas</p>	Not Started
<p>BE-6: Encourage Energy Efficiency Retrofits of Wastewater Equipment</p>	Not Started
<p>BE-7: Landfill Biogas</p> <p>Landfills in unincorporated Los Angeles County reported a total installed (rated) capacity of 96 MW for 2021. These landfill gas-to-energy installations include Ameresco Chiquita Energy, Puente Hills Energy Recovery, Calabasas Gas-to-Energy, and Sunshine Gas Producers Renewable Energy Project. The capacity remained the same as 2021 and there were no new projects or closures during 2022. A biogas facility is currently being planned at Scholl Canyon Landfill. If constructed, the site has the potential to increase the rated capacity in Los Angeles County by 12 MW. The operational date of the proposed Scholl Canyon Biogas Facility is currently to be determined.</p>	Ongoing
<p>LAND USE AND TRANSPORTATION</p>	

<p>LUT-1: Bicycle Program and Supporting Facilities</p> <p>Please see Bicycle Master Plan Implementation (Part III, Section 3)</p>	Ongoing
<p>LUT-2: Pedestrian Network</p> <p>In 2022, approximately 5,000 linear feet of new and reconstructed sidewalks were completed as part of PW's road construction program. PW's Road Maintenance Division repaired approximately 300,000 SF of sidewalk.</p>	Ongoing
<p>LUT-3: Transit Expansion</p> <p>Through the CCAP, the County has committed to working with Metro on a transit program that prioritizes transit by creating bus priority lanes, improving transit facilities, improving transit-passenger time, and providing bicycle parking near transit stations. Ongoing efforts include exploring programs to offer discounted transit passes, constructing infrastructure to increase bicyclist and pedestrian access to transit stations, and implementing first and last mile strategies.</p>	Ongoing
<p>LUT-4: Travel Demand Management</p> <p>The Department of Human Resources is responsible for implementing and promoting the County's rideshare program. It maintains Average Vehicle Ridership (AVR) survey data and encourages ride-sharing programs.</p>	Ongoing
<p>LUT-5: Car-Sharing Program</p>	Not Started
<p>LUT-6: Land Use Design and Density</p> <p>Transit Oriented Districts</p> <p>Please see General Plan Implementation, LU-2: Transit Oriented Districts</p>	Ongoing
<p>LUT-7: Transportation Signal Synchronization Program</p> <p>The Board instituted the Countywide Traffic Signal Synchronization Program (TSSP) in 1988. The typical TSSP project involves upgrading all the traffic signals along a route to keep the signals synchronized, placing vehicle detectors in the pavement to detect the presence of vehicles, coordinating the timing of the signals between successive intersections, and automatically adjusting the traffic signals to facilitate the movement of vehicles through the intersections. TSSP Projects are generating annual savings of an estimated 37.8 million gallons of gasoline. In addition, these projects are also preventing over 9,900 tons of pollutants from being released into the atmosphere due to reduced travel times and less stopping at red lights. The Program will also provide an increase in annual savings within the next two to three years, as there are an additional 17 TSSP projects about to begin construction.</p>	Ongoing

<p>LUT-8: Electric Vehicle Infrastructure</p> <p>The County currently operates almost 900 electric vehicle (EV) charging stations across County facilities to support County and State charging infrastructure and vehicle electrification goals. Under Executive Order B-48-18 and B-55-18, the State set ambitious targets for EV infrastructure and EV deployment. Statewide goals include achieving five million zero emissions vehicles registered in the state by 2030 and 250,000 EVSE by 2025 to support the growth of EVs. The OurCounty Sustainability Plan sets the framework for a clean transportation network and follows the State's goals for EV infrastructure and EV deployment. ISD supports these goals by installing EV charging infrastructure on County facilities and supporting awareness and adoption of zero-emission vehicles of department fleets, employees and the public. In 2022, ISD installed over 350 new L2 and DCFC PowerFlex-networked charging stations with advanced managed charging capability. ISD submitted an additional 35 applications with SCE's Charge Ready II program for multiple departments, for a total 90 applications. More than a dozen projects with SCE's CR Program have started construction. Utilization on the County's EVSE network has more than doubled in 2021. The number of unique drivers at LA County's PowerFlex charging network grew nearly 150% from over 3,700 drivers in all of 2021 to 9,200 drivers in 2022. The kWh dispensed at Los Angeles County PowerFlex EV charging stations in 2022 (632,800 kWh) was up 120% from 2021 (288,100 kWh).</p>	Ongoing
<p>LUT-10: Efficient Goods Movement</p>	Not Started
<p>LUT-11: Sustainable Pavements Program</p> <ul style="list-style-type: none"> <p>Sustainable Pavements Program</p> <p>In 2008, Public Works began the implementation of a three-pronged sustainable pavement treatment approach to maintain roads by incorporating principles that (1) take care of roads that are in good condition, first; (2) use recycled materials in the treatment selections; and (3) reutilize the existing materials in-place to rehabilitate/reconstruct the road. This new approach has resulted in environmental and cost benefits. Comparing the environmental footprint of performing the road repairs using sustainable measures versus traditional hot mix approaches, Public Works has collectively achieved an 80% reduction in energy usage (112 million kWh), an 84% reduction in greenhouse gas emissions (32,700, metric tons). Since the program's inception, this sustainable approach has saved approximately \$56.8 million.</p> <p>Cool Pavement</p> <p>As part of the CCAP Implementation Ordinance, the Board amended Title 22 on June 6, 2018 to allow the use of "cool pavement" in places of standard pavement, subject to standards for durability and longevity. In November 2019, Public Works completed the construction of the "cool pavement" pilot project and partnered with a local research educational institution who will collect data on the performance of the "cool pavement" materials. Public Works will continue to monitor the performance of the "cool pavement" materials and the temperature impacts to the surrounding community.</p> 	<p>Ongoing</p> <p>Ongoing</p>

LUT-12: Electrify Construction and Landscaping Equipment	Not Started
Water Conservation and Wastewater	
<p>WAW-1: Per Capita Water Use Reduction Goal</p> <ul style="list-style-type: none"> Gardening Workshops The County educates the public with free lectures on smart gardening practices such as composting, water-wise gardening, and organic gardening. In 2022, the County held 21 in-person workshops and 127 webinars on smart gardening basics. Over 6,000 residents attended, with 577 compost bins and 378 worm bins being sold. Waterworks Division Customer Rebate Program The County allocated \$300,000 for the Waterworks Districts' Water Customer Rebate program in Fiscal Year 2021-22. The Cash For Grass Rebate program through Fiscal Year 2021-22 had 8 application pre-approvals totaling \$11,000. The water saving device rebates totaling \$1,500 were paid through Fiscal Year 2021-22. 	<p>Ongoing</p> <p>Ongoing</p>
<p>WAW-2: Recycled Water Use, Water Supply Improvement Programs, and Stormwater Runoff Pollution Control Program</p> <p>Public Works is implementing stormwater improvement projects with six projects completed to date, two of which were completed in 2022. These stormwater improvement projects will assist in recharging local aquifers, reducing pollution from entering waterbodies, and using stormwater runoff for local irrigation.</p>	Ongoing

Waste Reduction, Reuse, and Recycling	
<p>SW-1: Waste Diversion Goal</p> <ul style="list-style-type: none"> Conversion Technology Program The Conversion Technology (CT) Program established numerical milestones to measure progress in implementing the CT Program. The current in-County CT capacity is 600 tons per day (tpd), surpassing the County's milestone to reach 500 tpd by 2025. The County is on track to achieve the next milestone of 3,000 tpd in-County waste conversion capacity by 2035. Countywide Siting Element Update The Board of Supervisors authorized Public Works to release and submit the Final Draft Revised Countywide Siting Element (CSE) and its Certified EIR to each city within the County for a State-mandated 90-day approval period. The 90-day approval period has ended and the Revised CSE must now be approved by the Board. Prior to action, the Board must conduct a public hearing, a notice of which must be published 30 days in advance. Subject to adoption by the Board, the Revised CSE will then be submitted to CalRecycle for approval Construction and Demolition Debris Recycling and Reuse Program Public Works has prepared a draft ordinance to increase the construction and demolition debris recycling requirement from 50 to 70 percent for projects in the unincorporated areas, require third party certification of recycle rates for all approved recycling facilities, introduce a refundable deposit, and update the ordinance to be consistent with the latest requirements of CalGreen. 	Ongoing
Land Conservation and Tree Planting	
<p>LC-1: Develop Urban Forests</p> <ul style="list-style-type: none"> Urban Forest Management Plan An Urban Forest Management Plan (UFMP) will establish a path to increasing the extent and resilience of tree canopy in the County, which will create more resilient and healthy community environments and promote thriving ecosystems, habitats, and biodiversity. An early action tree planting project will pilot the UFMP in Florence-Firestone and plant nearly 400 new parkway trees on residential streets. 	Pending

<p>LC-2: Create New Vegetated Open Space</p> <ul style="list-style-type: none"> Implementation of Los Angeles County Healthy Design Ordinance The Healthy Design Ordinance promotes health through changes in the built environment. It proposes changes to existing zoning and subdivision regulations that intended to increase levels of physical activity, thereby assisting in reducing the County's rates of obesity. The ordinance also promoted countywide collaboration through the establishment of the Healthy Design Workgroup. Through this workgroup, there are ongoing interdepartmental collaborative efforts for preserving, maintaining, and expanding the County's urban forest in low income, tree-poor neighborhoods. County Parks and Recreation Master Plan Please see General Plan Implementation P/R-1 County Parks and Recreation Master Plan. 	<p>Ongoing</p>
<p>LC-4: Protect Conservation Areas</p> <ul style="list-style-type: none"> SEA Preservation Program Please see General Plan Implementation: C/NR-1 Implementation of Oak Tree Ordinance The Oak Tree Ordinance has been established to recognize oak trees as significant historical, aesthetic, and ecological resources. The goal of the ordinance is to create favorable conditions for the preservation and propagation of this unique and threatened plant heritage. By making this part of the development process, healthy oak trees will be preserved and maintained. 	<p>Ongoing</p>

Appendix A: Equitable Development Work Program Update

EQUITABLE DEVELOPMENT WORK PROGRAM UPDATE

Background

On March 24, 2015, the Board of Supervisors (Board) instructed the Department of Regional Planning (DRP), in coordination with other County departments, to consult with experts, community groups and other stakeholders to evaluate equitable development tools and concepts, and to report back with recommendations. These recommendations should include, where necessary, amendments to the General Plan incorporating those that are advisable and with a strategy for implementing these tools and concepts via both future planning documents and projects undertaken individually or collaboratively with other departments. In addition, on December 8, 2015, the Board instructed the initiation of an Equitable Development Work Program consisting of the following:

- Update the Density Bonus Ordinance to further ease and incentivize the development of affordable housing.
- Initiate discussions with the City of Los Angeles on a nexus study for the creation of a linkage fee.
- Provide a menu of options for the implementation of an inclusionary housing program.
- Review the regulatory barriers to the establishment and expansion of community land trusts and other shared equity models, and potential incentives to provide their greater adoption.
- Propose additional strategies to preserve existing affordable housing and incentivize the protection of new affordable housing.
- Produce a map of contaminated sites and toxic “hotspots” in the unincorporated areas, and provide recommendations on targeted land use policies that can improve the health and quality of life for surrounding residents.
- Develop tools to evaluate, monitor, and advance equity objectives in the implementation of the General Plan.
- Instruct the Director of DRP to develop a framework for facilitating robust engagement with affordable housing, economic development, and environmental justice experts designed to provide technical assistance in carrying out this work.
- Develop the Equitable Work Program in conjunction with existing County efforts to ensure efficiencies and coordination, and report back to the Board with updates on the status of implementation and a timeline of ongoing initiatives.
- Chief Executive Officer to coordinate with the Director of DRP and other departments on outreach and community advisory committees for the Equitable Development Work Program.
- Include clarifications on specific stated policies and ongoing initiatives in the quarterly report back to the Board.

The Equitable Development Work Program, in conjunction with the interdepartmental workgroups, manages the initiatives directed by the Board and reports quarterly with updates on the progress of each document or project.

The following update provides current progress on the Board motion:

Equitable Development Work Program

AFFORDABLE HOUSING
<p>Linkage Fee, Inclusionary Housing, and Community Land Trusts and Other Shared Equity Models</p> <p>The Board adopted the Affordable Housing Preservation Ordinance on April 6, 2021. The Ordinance includes a provision regarding financial equity sharing. It allows community land trusts to maintain financial equity for subsequent sales to qualifying households.</p> <p>On May 17, 2022, the Board adopted the 2021-2029 Housing Element, which was certified by the California Department of Housing and Community Development on May 27, 2022. The Housing Element includes implementation programs related to inclusionary housing and community land trusts.</p> <p>The Department recently initiated an update to the inclusionary housing economic feasibility study for all submarket areas and project types, and a consultant team is currently incorporating 2022 (January through August) entitlement activities for new market-rate multifamily rental housing into the study.</p> <p>In addition to the inclusion of entitlement activities, the economic feasibility study will include guidance from the County's Department of Economic Opportunity. This coordination will ensure that the Inclusionary Housing Ordinance works in conjunction with the Federal Opportunity Zone and Economic Development Projects Policy adopted by the Board on August 30, 2022, which includes guidelines for inclusionary housing requirements. The Department will also consider the impact of the Housing Element Law, which requires a 20 percent affordable housing set-aside for projects on sites that were either identified to accommodate lower income units in previous housing elements or in the Housing Element rezoning program.</p>
<p>Density Bonus Ordinance Update</p> <p>Please see the Housing Element Annual Progress Report CY 2022 for more information.</p>
EQUITY INDICATORS TOOL
<p>Equity Indicators Tool</p> <p>In 2018, DRP provided the Equity Indicators Tool and recommendations to the Board of Supervisors. The report and recommendations can be found here: http://planning.lacounty.gov/assets/upl/official/official_20181129-equity.pdf. The Equity Indicators Tool can be found here: http://planning.lacounty.gov/equity. In 2022, DRP, in partnership with ISD, continued to develop strategies to incorporate the Tool into County projects and operations. New data layers from the Anti-Racism, Diversity, and Inclusion Initiative and PW will also be added to the Equity Indicators Tool. Additionally, this effort includes the creation of an Equity Hub proof of concept in ArcGIS Online, focusing on the built environment.</p>
<p>Stakeholder Engagement</p> <p>In 2022, DRP continued to share the Equity Indicator Tool with other County departments.</p>

ENVIRONMENTAL JUSTICE

Toxic Hotspots Map/Green Zones Program

Please see the Green Zones Program under Other Plans, Programs, and Ordinances for more information.

HOUSING ELEMENT ANNUAL PROGRESS REPORT

CY 2022

Introduction

The purpose of this report is to demonstrate the County's compliance with the requirements of Government Code sections 65400(a)(2), 65400.1, and 65400.2, which mandate local jurisdictions to prepare an annual report on the implementation progress of the housing element of their general plan. The report must provide information on the County's progress toward meeting its share of the regional housing need and local efforts to remove governmental constraints to the development of housing, as defined in Government Code Sections 65584 and 65583(c)(3). The information must be reported to the California Department of Housing and Community Development (HCD) and the Governor's Office of Planning and Research using the guidelines set forth in the Housing Element Law and as provided by HCD. Prior to submission to the State, the report must be considered at a public meeting before the Board, where members of the public can submit oral and/or written comments on the report.

I. BACKGROUND

On May 17, 2022, the Board unanimously adopted the Revised County of Los Angeles Housing Element (2021-2029), which is the sixth revision of the Housing Element and covers the time period of October 15, 2021-October 14, 2029. On May 27, 2022, HCD certified the Housing Element.

II. REGIONAL HOUSING NEEDS ASSESSMENT ALLOCATION

The Southern California Association of Governments is responsible for determining the Regional Housing Needs Assessment (RHNA) allocation for each local jurisdiction within its six-county region. The County is required through the Housing Element to ensure the availability of residential sites at adequate densities and appropriate development standards in the unincorporated areas to accommodate the RHNA over the planning period. During the implementation period, the County is required to report on the progress toward reaching the RHNA goals through residential building permit activities.

For the sixth revision of the Housing Element, unincorporated Los Angeles County was allocated a RHNA of 90,052 units, which is broken down by income level as follows:

- Extremely Low/Very Low Income (up to 50 percent of Area Median Income, or AMI): 25,648 units
- Lower Income (51 to 80 percent of AMI): 13,691 units
- Moderate Income (81 to 120 percent of AMI): 14,180 units
- Above Moderate Income (more than 120 percent of AMI): 36,533 units

III. HOUSING ELEMENT PROGRESS FOR CY 2022

With the passage of Senate Bill 9, Senate Bill 290, and Assembly Bill 787 in 2021, and Assembly Bill 2094 in 2022, local jurisdictions are subject to new data requirements for the Housing Element Annual Progress Report. These changes are reflected in a form provided by HCD, which can be found as Attachment 1¹.

To fulfill these requirements, the County is submitting the following tables:²

- **Table A:** Includes a list of all completed housing development applications submitted in CY 2022.
- **Table A2:** Is a summary of annual building activity, including entitlements and permits, in CY 2022.
- **Table B:** Provides the status of the County's progress toward meeting its RHNA for the housing element period as of CY 2022, based on the building permit activity reported in Table A2. The RHNA is adjusted to account for RHNA transfers to cities for annexations during the housing element period.
- **Table D:** Describes the status of all programs in CY 2022, including efforts to remove governmental constraints to the maintenance, implementation, and development of housing, as described in the Housing Element.
- **LEAP:** Updates the status of the proposed uses listed in the County's application for funding under the Local Early Action Planning (LEAP) grant and the corresponding impact on housing within the region or jurisdiction, as applicable, categorized based on the eligible uses specified in Section 50515.02 or 50515.03, as applicable.

¹ Attachment 1 can be found at http://planning.lacounty.gov/assets/upl/project/housing_apr-2022.xlsm.

² Tables C, E, F, F2, G, H, I and J in HCD spreadsheet are not applicable.

BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	3/1/2023		
BOARD MEETING DATE	4/11/2023		
SUPERVISORIAL DISTRICT AFFECTED	<input type="checkbox"/> All <input type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input type="checkbox"/> 4 th <input checked="" type="checkbox"/> 5 th		
DEPARTMENT(S)	Department of Regional Planning		
SUBJECT	Establishing the Lake Los Angeles Community Standards District – Title 22		
PROGRAM			
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why:		
DEADLINES/ TIME CONSTRAINTS			
COST & FUNDING	Total cost:		Funding source:
	\$		
	TERMS (if applicable):		
	Explanation:		
PURPOSE OF REQUEST	Adopt an ordinance amending Title 22 of the Los Angeles County Code to establish the Lake Los Angeles Community Standards District.		
BACKGROUND (include internal/external issues that may exist including any related motions)	As a component of the General Plan, the Antelope Valley Area Plan directs staff to complete a comprehensive review of all existing community standards districts for potential updates to address unique conditions that exist within a community. This project will establish the Lake Los Angeles Community Standards District to provide development standards that are more compatible with the existing rural character of the area.		
EQUITY INDEX OR LENS WAS UTILIZED	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:		
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please state which one(s) and explain how: This project will support the Sustainability Initiative by including vegetation and landscaping requirements, as well as reduced grading thresholds in Hillside Management Areas, to support the protection of buttes and the ecological significance of the landscape.		
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Katie Lample, Planner 213-974-6618, klample@planning.lacounty.gov		

LOS ANGELES COUNTY DEPARTMENT OF REGIONAL PLANNING

AMY J. BODEK, AICP
Director,
Regional Planning

DAVID DE GRAZIA
Deputy Director,
Current Planning

DENNIS SLAVIN
Chief Deputy Director,
Regional Planning

JON SANABRIA
Deputy Director,
Land Use Regulations

CONNIE CHUNG, AICP
Deputy Director,
Advance Planning

JOSEPH HORVATH
Administrative Deputy,
Administration

April 11, 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:

**PUBLIC HEARING ON LAKE LOS ANGELES
COMMUNITY STANDARDS DISTRICT ORDINANCE
PROJECT NO. 2019-003977-(5)
ADVANCE PLANNING CASE NO. RPPL2018002312
PROJECT LOCATION: LAKE LOS ANGELES
(FIFTH SUPERVISORIAL DISTRICT) (3-VOTES)**

SUBJECT

The recommended action is to approve the Lake Los Angeles Community Standards District Ordinance (Ordinance). The proposed Ordinance establishes development standards that address the specific needs of the Lake Los Angeles community. Proposed development standards include highway and local street standards, additional protections to Hillside Management Areas, prohibitions on billboards, commercial sign standards, allowance of residential ranch entry signs, standards for new subdivisions, trail design, preservation of vegetation, accessory cargo shipping containers, fence and wall heights, modifications to number of permitted dogs without a permit, additional home-based occupation allowances, and commercial design standards. A project summary is included as Attachment 1, and the proposed Ordinance is included as Attachment 2.

IT IS RECOMMENDED THAT THE BOARD AFTER THE PUBLIC HEARING,

1. Find that the project is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to state and local CEQA guidelines;

2. Indicate its intent to approve the proposed Ordinance (Advance Planning Case No. RPPL2018002312), as recommended by the Regional Planning Commission (RPC); and
3. Instruct County Counsel to prepare the final documents for the Ordinance and submit them to the Board of Supervisors (Board) for its consideration.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On June 16, 2015, the Board adopted the Antelope Valley Area Plan (AVAP), which includes goals and policies applicable to the unincorporated areas within the Antelope Valley. According to the AVAP, CSDs are community-specific zoning regulations that “shall be instituted only when a unique or detrimental condition exists within a community that prevents implementation of the AVAP” (Page I-11).

As part of its implementation, the AVAP specifies that a comprehensive review shall be required of all existing CSDs and may include a program to prepare and adopt any proposed new CSDs. The adoption of the proposed Ordinance will advance the implementation program for the AVAP and meet its goals and policies, as well as those contained in the General Plan.

Proposals from the community informed the proposed Ordinance. The Antelope Valley CSD Update Program was presented to the RPC on June 13, 2018, and included the proposal for the Lake Los Angeles CSD.

Key Components

Lake Los Angeles is a rural community located in the eastern portion of the Antelope Valley. Based on community input, standards were developed with a goal of protecting, preserving, and enhancing the rural, equestrian, and agricultural character of the community. Most of the properties within the CSD boundary are zoned agricultural and residential, with much of the existing land use being residential or vacant. The community is characterized by its desert landscape, numerous buttes, wildlife sanctuaries, film locations, and Western Joshua trees.

Communitywide standards for future highway and local streets in the proposed Ordinance follow the Alternative Rural Road Design Guidelines. Modifications to existing sign regulations include prohibiting new billboards, limiting the height of freestanding business signs, and allowing for residential ranch entrance signs. The proposed Ordinance requires a minimum lot area of two gross acres for lots created through subdivisions and utilities associated with subdivisions to be placed underground. Trail design standards are also included for the development of trails within new subdivisions or as required in discretionary land use permits.

The proposed Ordinance also includes modifications to the Hillside Management Area regulations to limit development and minimize the impact of potential development within Hillside Management Areas, particularly with concern for buttes. The proposed Ordinance changes the grading threshold that triggers a conditional use permit from 15,000 cubic yards

to 2,500 cubic yards of total cut plus fill. It also includes requirements that help a project blend in with the surrounding environment.

Additionally, the proposed Ordinance includes vegetation and landscaping requirements to preserve and protect the native vegetation in the community. The proposed Ordinance also includes architectural and design standards for commercial and rural zones. These development standards are proposed for new structures, additions, or renovations to existing structures and must follow one of two styles--Old West/Western Frontier and Southwestern. Some of the guidelines include direction on building materials, colors, and decorative accents. The intent of these development standards is to maintain the community's commercial areas with a rural aesthetic.

Finally, the proposed Ordinance amends existing home-based occupation regulations by allowing up to three home-based occupations per property. While all other development standards and regulations remain the same as outlined in Title 22, there are additional permitted occupations proposed, including animal training, seamstress or tailor limited to an area of 1,000 square feet, beautician and barber services, and upholstery work provided all work is conducted indoors and upholstery work does not involve automotive seating or equipment or metalworking.

On October 19, 2022, the RPC held a public hearing and voted unanimously to recommend approval of the proposed Ordinance. A summary of RPC proceedings is included as Attachment 4. The RPC's resolution is included as Attachment 5.

Implementation of Strategic Plan Goals

The proposed Ordinance supports the County's Strategic Plan Goal II: Foster Vibrant and Resilient Communities; Objective II.2.3: Prioritize Environmental Health Oversight and Monitoring, which aims to strengthen the County's capacity to effectively prevent, prepare for, and respond to emergent environmental and natural hazards and reduce impacts to disproportionately affected communities. A large portion of Lake Los Angeles is within the Antelope Valley Significant Ecological Area, signifying the importance of the landscape to the community's environmental health. The vegetation and landscaping requirements, as well as the modifications to the Hillside Management Area regulations, are components of the proposed Ordinance that would serve to mitigate potential environmental hazards while protecting important ecological resources and community character.

In addition, the proposed Ordinance supports Goal III: Realize Tomorrow's Government Today; Objective III.3.4; Reduce waste generation and recycle and reuse waste resources, which aims to increase landfill diversion and recycling programs and infrastructure and inspire the community to reduce, reuse, and recycle waste materials by allowing for the repurposing of cargo shipping containers as storage for improved lots in the Residential Agricultural, Light Agricultural, and Heavy Agricultural Zones.

Finally, the involvement of the community throughout each step of the CSD development process promotes Objective III.4.1, directing the Department to solicit ongoing customer feedback regarding the customer's experience when accessing and/or receiving services. Draft CSD proposals from the community informed the development of the proposed Ordinance, and additional feedback was solicited via ongoing meetings, surveys, and draft comments.

FISCAL IMPACT/FINANCING

Adoption of the proposed Ordinance will not result in any significant new costs to the Department or other County departments and agencies.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

In addition to the public hearing conducted by the RPC on October 19, 2022, a public hearing before the Board is required pursuant to Section 22.232.040.B.1 of the County Code and Section 65856 of the California Government Code. Required notice was given pursuant to the procedures and requirements set forth in Section 22.222.180 of the County Code.

ENVIRONMENTAL DOCUMENTATION

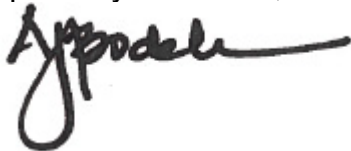
The proposed Ordinance is categorically exempt from CEQA per Sections 15301, 15302, 15303, 15304, 15307, 15308, 15311, 15320, and 15321 (Class 1, 2, 3, 4, 7, 8, 11, 20, and 21 Categorical Exemptions) and the County Environmental Guidelines. The Notice of Exemption is included as Attachment 3.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the proposed Ordinance will not significantly impact County services.

For further information, please contact Katie Lample, Regional Planner, Community Studies North Section at (213) 974-6618 or klample@planning.lacounty.gov.

Respectfully submitted,



AMY J. BODEK, AICP
Director of Regional Planning

AJB:CC:MSH:KL:ar

Attachments:

1. Project Summary
2. Proposed Ordinance

3. CEQA Notice of Exemption
4. RPC Hearing Proceedings
5. RPC Resolution

c: Executive Office, Board of Supervisors
Assessor
Chief Executive Office
County Counsel
Fire Department
Parks and Recreation
Public Health
Public Works

S_04_25_2023_AP_BL_LAKE_LA_CSD

**COUNTY OF LOS ANGELES
DEPARTMENT OF REGIONAL PLANNING**

PROJECT SUMMARY

PROJECT DESCRIPTION:	An Ordinance to establish the Lake Los Angeles Community Standards District.
REQUEST:	Approval and adoption of the Ordinance
LOCATION:	The community of Lake Los Angeles
STAFF CONTACT:	Katie Lample, 213-974-6618, klample@planning.lacounty.gov
RPC HEARING DATE(S):	October 19, 2022
RPC RECOMMENDATION:	Approval and recommendation to the Board to consider approval of the Ordinance.
MEMBERS VOTING AYE:	Commissioners Louie, O'Connor, Moon, Hastings, and Duarte-White
MEMBERS VOTING NAY:	None
MEMBERS ABSENT:	None
MEMBERS ABSTAINING:	None
KEY ISSUES:	The Ordinance includes development standards that preserve the community's natural setting and rural character. Proposed development standards include rural road design, additional Hillside Management Area protections, sign regulations, standards for new subdivisions, vegetation protections, standards for

specific accessory structures, and architectural design standards.

The Ordinance also proposes amendments to the existing home-based occupation regulations by allowing up to three home-based occupations per property.

MAJOR POINTS FOR:

The adoption of the Ordinance implements the Antelope Valley Area Plan and is responsive to requests from the community to allow standards that are consistent with the rural character of the area such as higher fences and walls, accessory cargo shipping containers, and updated home-based occupation regulations. Vegetation and landscaping requirements were added to preserve and protect the native vegetation in the community. Lastly, the Ordinance will address concerns about maintaining the rural character of streets by providing updated standards for curbs, gutters, sidewalks, and street widths.

MAJOR POINTS AGAINST:

While unlikely, development standards could create unintentional nonconforming uses or structures within the boundaries of the Ordinance.

ORDINANCE NO. _____

An ordinance amending Title 22 – Planning and Zoning of the Los Angeles County Code, to establish the Lake Los Angeles Community Standards District, which defines and establishes development standards for the unincorporated area of Lake Los Angeles.

The Board of Supervisors of the County of Los Angeles ordains as follows:

SECTION 1. Chapter 22.360 is hereby added to read as follows:

Chapter 22.360 Lake Los Angeles Community Standards District

22.360.010 Purpose.

22.360.020 Definitions.

22.360.030 District Map.

22.360.040 Applicability.

22.360.050 Application and Review Procedures.

22.360.060 Community-Wide Development Standards.

22.360.070 Zone-Specific Development Standards.

22.360.080 Area-Specific Development Standards.

22.360.090 Modification of Development Standards.

22.360.010 Purpose.

The Lake Los Angeles Community Standards District ("CSD") is established to implement the goals and policies of the Antelope Valley Area Plan. The CSD has design and development standards to protect, preserve, and enhance the rural, equestrian, and

agricultural character of the community. The standards contained in this CSD are intended to improve the quality of life of the community and to minimize the impacts of urbanization that would alter the community's landscape.

22.360.020 Definitions.

The following terms are defined solely for this CSD:

Residential Ranch Entrance Signs. A freestanding sign that marks the entrance to a single-family residential use.

22.360.030 District Map.

The boundaries of this CSD are shown on Figure 22.360-A: Lake Los Angeles CSD Boundary.

22.360.040 Applicability.

In conjunction with Section 22.300.020 (Application of Community Standards Districts to Property), this Chapter shall apply to any application for development, expansion, or change of use requiring Department approval that is filed after **[effective ordinance date]**. For expansion of an existing, legally established use as of **[effective ordinance date]**, this Chapter shall only apply to the new expansion portion and not to existing development. All accessory cargo shipping containers shall comply with the requirements in this CSD within two years from **[effective ordinance date]**.

22.360.050 Application and Review Procedures.

(Reserved)

22.360.060 Community-Wide Development Standards.

A. Highway and Local Streets.

1. Highway Standards.

a. Routes shown on the County Highway Plan within the boundaries of this CSD shall use the alternate rural highway standards, except for locations where existing infrastructure or commercial and pedestrian traffic patterns are such that Public Works, determines that curbs, gutters, and sidewalks are necessary for safety reasons, or to provide pedestrian access compliant with the Federal Americans with Disabilities Act;

b. Encroachments into the highway right-of-way are prohibited unless an encroachment permit is granted by Public Works, where Public Works will consider the potential impact that the encroachment will have on safe use of the highway right-of-way for temporary vehicle parking and pedestrian and equestrian movement. To the maximum extent feasible, the highway right-of-way shall be clear of all obstructions, including landscaping, trees, and other structures, which block safe pedestrian and equestrian movement on the highway right-of-way; and

c. If the vehicular right-of-way is not coterminous with the boundaries of the highway right-of-way, driveways may be permitted to connect the property and the vehicular right-of-way. An encroachment permit from Public Works will be required. Such driveways shall be constructed with a non-slip surface, such as rough broomed concrete.

2. Local Street Standards. The following standards shall apply to all local streets maintained by Public Works within this CSD:

a. Local streets shall use the inverted shoulder cross-section and shall have a paved width of 28 feet, except for locations where additional pavement is required for geometric improvements by Public Works or where commercial, industrial, or institutional uses necessitate alternate designs, as determined by Public Works. This 28-foot width excludes any inverted shoulder or concrete flowline;

b. New curbs, gutters, and sidewalks are prohibited unless deemed necessary by Public Works for the safety of pedestrian and vehicular traffic, and management of storm flows; and

c. The encroachment and driveway provisions in Subsections 1.b. and 1.c. (Highway Standards), above, for highway rights-of-way, shall also apply to local streets.

3. Streetlights.

a. Streetlights shall be provided in accordance with the applicable provisions of Chapter 22.80 (Rural Outdoor Lighting District);

b. When possible, all required and recommended local and highway streetlights shall utilize cut-off "Mission Bell" design fixtures, as specified by the local electric utility, and

c. Notwithstanding the provisions of Public Works, all main non-residential intersections shall be marked by a single streetlight where possible.

B. Hillside Management.

1. Grading. An approved Conditional Use Permit (Chapter 22.158) shall be required for any grading on any lot, or in connection with any project located

within a hillside management area, that exceeds 2,500 cubic yards of total cut plus fill material within any 24-month period. For purposes of computing the 2,500 cubic yard threshold amount, grading required by the Fire Department to establish a turnaround or for brush clearance shall be excluded, but not grading for any private street, right-of-way, or driveway leading to such turnaround.

2. In approving an application for a Conditional Use Permit, the Commission or Hearing Officer shall make the following findings in addition to those required by Section 22.158.050 (Findings and Decision):

a. The grading will be performed in a manner that minimizes disturbance to the natural landscape and terrain through design features, including but not limited to, locating the building pads in the area of the project site that have the least slope or near a street traveled by the public;

b. The grading will be accompanied by other design features that maximize preservation of visual quality and community character, including but not limited to, reduced structural height, the use of shapes, materials, and colors that blend with the surrounding environment, and the use of native vegetation for concealment; and

c. The proposed development minimizes impacts to existing viewsheds through all reasonable design measures.

C. Signs.

1. All sign requirements of Chapter 22.114 (Signs), and all applicable provisions of Chapter 22.80 (Rural Outdoor Lighting District), shall apply to signs within this CSD, except as otherwise provided for or modified by this Subsection.

2. Prohibited Signs. In addition to those prohibited by Section 22.114.040 (Prohibited Signs Designated), the following signs shall also be prohibited within this CSD:

a. Outdoor Advertising Signs (Billboards).

3. Wall Business Signs. Each business establishment fronting on and/or oriented toward one or more public street, highway or parkway shall be permitted a maximum of one square foot of wall sign area for each one linear foot of building frontage. No wall business sign attached to a building shall extend above the building wall.

4. Freestanding Business Signs. As provided for in Section 22.114.120 (Roof and Freestanding Business Signs), the height of such signs shall be limited to 12 feet measured from the natural grade at the base of the sign, and shall not display more than two sign faces with a maximum area of 100 square feet for each sign face.

5. Residential Ranch Entrance Signs.

a. Residential ranch entrance signs shall only be permitted on lots at least one-half acre in size and located in a Residential or Agricultural Zone;

b. A maximum of one residential ranch entrance sign is permitted;

c. The maximum sign area for a residential ranch entrance sign shall be 20 square feet per sign face with a maximum of two sign faces permitted;

d. The maximum height for a residential ranch entrance sign shall be 20 feet measured from the natural grade at the base of the sign; and

e. Residential ranch entrance signs shall comply with all requirements of the Title 32 (Fire Code) County Code, including requirements pertaining to fire apparatus access roads.

6. External Lighting. Lighting for signs that utilize externally mounted light fixtures shall be designed to focus all light downward directly onto the sign, with no trespass beyond the sign area in accordance with Section 22.80.080 (Additional Standards for Signs).

D. Subdivisions.

1. Required Area. New lots shall have a minimum area of 2 gross acres. For density-controlled developments (Section 22.140.170), lots shall be a minimum of 2 gross acres in size.

2. Utilities. All wires and cables that provide utility services, including telephone, television, electricity less than 10 kilovolts, and similar services, shall be placed underground.

E. **Trails.** Trails within this CSD boundary shall be regulated by the provisions of this Subsection and the General Plan, Antelope Valley Area Plan, and the Los Angeles County Trails Manual ("Trails Manual") maintained by Parks and Recreation. All projects consisting of new development or subdivision and requiring a

discretionary land-use permit subject to Type II (Chapter 22.228), Type III (Chapter 22.230), or Type IV (Chapter 22.232) Review shall require consideration for trail dedication and development in accordance with the County's adopted regional trail network.

1. Trail Dedication.

a. Required trail dedications and development standards shall be determined by Parks and Recreation in accordance with the County's adopted regional trail network and Trails Manual.

i. Trails required by Parks and Recreation may include publicly-dedicated connector or feeder trail easements within or connected to the proposed development or subdivision, where feasible; and

ii. If a development or subdivision project proposes to modify an existing trail easement, the applicant shall obtain Parks and Recreation approval of such modification.

2. Trail Design and Location.

a. A publicly-dedicated trail shall be designed to connect to an existing or planned trail alignment(s), pursuant to the County's adopted regional trail network, and to provide connectivity to recreational uses such as open space areas, parks, trailheads, bike paths, historical trails or sites, equestrian and multi-use staging areas, campgrounds, or conservation areas, as determined by Parks and Recreation;

b. Trail design, construction, and maintenance shall be carried out in conformance with the Trails Manual; and

c. Deviations from the standards set forth in this Subsection E.2. or any applicable provision in the Trails Manual may be permitted based on unique site conditions, including steep topography, existing structures, trees, vegetation, or utility infrastructure, subject to review and approval of Parks and Recreation.

F. **Vegetation and Landscaping.** This Subsection F is applicable to lots that are located entirely outside of an SEA.

1. Removal or destruction of vegetation of any kind shall require an approved Conditional Use Permit (Chapter 22.158) when the subject lot is at least two and one-half gross acres in size and the area of removal or destruction is greater than 30 percent of the gross area, or where the subject lot is less than two and one-half gross acres in size and the removal or destruction is greater than 60 percent of the gross area. The following removals are exempt from this requirement:

a. The removal or reduction of vegetation for the purpose of complying with County regulations relating to brush clearance for fire safety. This exception includes not only required vegetation control around structures, but also the creation and maintenance by a public agency of firebreaks used to control the spread of fire;

b. The removal or reduction of vegetation on public rights-of-way for roads, highways, flood control projects, or similar or related uses;

c. The removal or destruction of vegetation by public utilities on rights-of-way or property owned by such utility, or on land providing access to such rights-of-way property;

d. Work performed under a permit issued to control erosion or flood hazards;

e. Agricultural uses, including animal keeping, animal raising, or growing crops, permitted by this Title 22; and

f. The removal or reduction of vegetation for the purpose of constructing one or more residential units for which a building permit has been issued.

2. The removal or destruction of vegetation of any kind without an approved use, notwithstanding the listed exemptions in Subsection F.1., shall be prohibited.

3. Conditional Use Permit Application Materials. In addition to the requirements listed in Chapter 22.158 (Conditional Use Permits), the following materials shall also be submitted to the Department for review of a request for vegetation removal with a Conditional Use Permit application:

a. A detailed project description outlining the reason for the proposed vegetation removal and the use of the property;

b. A plan identifying all vegetation on the property including, and separately specifying native vegetation. The landscape plan shall indicate the vegetation proposed to be removed as part of the project and how those removals might be mitigated with replanting, to the satisfaction of the Department, in consultation with the County Biologist;

c. Fuel modification plans or grading plans shall also be submitted, upon request by the Department; and

d. In addition to the application filing fees listed in Chapter 22.250 (Applications, Petitions, and Fees), the applicant shall submit a fee for review by the County Biologist.

4. Additional findings for Conditional Use Permits. In addition to substantiating the findings listed in Section 22.158.050 (Findings and Decision), the application shall also substantiate the following:

a. Development plans emphasizing the protection of, and revegetation with, native vegetation, including native plants, grasses, shrubs, and trees that intercept, hold, and more slowly release rainfall than bare earth surfaces. Stands of native vegetation and mature trees are preserved or expanded to the greatest extent possible; and

b. The design of the project, including structures used to house animals such as stables and arenas, does not create erosion or flooding potential that would cause a safety hazard to structures or off-site property, as determined by Public Works.

22.360.070 Zone-Specific Development Standards.

A. Residential and Agricultural Zones.

1. Accessory Cargo Shipping Containers. Notwithstanding Section 22.140.150 (Cargo Shipping Containers), non-habitable cargo shipping containers for the purpose of storage are permitted as an accessory use in the R-A, A-1, and A-2, in the quantities identified in Table 22.360.070-A, in accordance with the requirements of Public Works, provided the following development standards are met:

Table 22.360.070-A: Cargo Shipping Containers	
Net Acreage of Lot	Maximum Number Allowed
$\frac{1}{2}$ to < 5	1
5 < 10	2
10 or more	3

a. Size and Specifications. Cargo shipping containers shall not exceed 10 feet in height, 10 feet in width, and 40 feet in length.

b. Location. Cargo shipping containers are prohibited in any required yard setback.

i. Cargo shipping containers shall be located within the rear half of the property and not block any property exits or access.

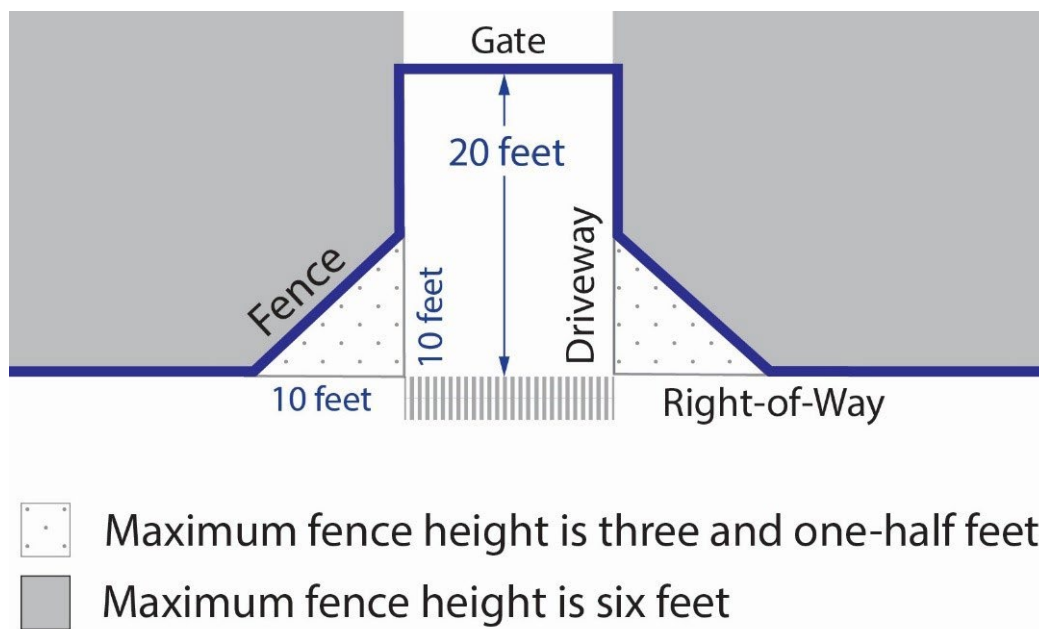
c. Placement and Separation. Cargo shipping containers shall be placed at least six feet from any structure or other cargo shipping container and shall not be stacked upon each other.

d. Design. Cargo shipping containers shall be painted in one uniform color, and not display any images or lettering on their sides, except for images or lettering providing safety information related to the contents stored within, or otherwise required by the County Code, or any other applicable federal, state, or local regulation.

e. Safety and Maintenance. All cargo shipping containers shall be kept in a state of good repair and free of graffiti.

2. Fences and Walls. Notwithstanding the provisions listed in Section 22.110.070 (Fences and Walls), and subject to the requirements of Public Works, the following standards shall apply:

FIGURE 22.360.070-A: VIEW-OBSCURING FENCE OR WALL IN FRONT YARD



a. Front Yards. As shown in Figure 22.360.070-A, fences, walls, and landscaping used as fences or walls, within a required front yard setback may be permitted up to a maximum height of six feet when located 10 feet or more from the driveway and shall provide at least 20 feet of vehicle clearance measured from the right-of-way line toward the property. When located less than 10 feet from the driveway, fences and walls shall be a maximum of three and one-half feet in height.

b. Interior Side and Rear Yards. Fences and walls within a required interior side yard or rear yard shall not exceed eight feet in height, provided

that on the street or highway side of a corner lot such fence or wall shall be subject to the same requirements as for a corner side yard.

c. Corner Side Yards. Fences and walls within a required corner side yard shall be limited to eight feet in height when located five feet or more from the right-of-way line toward the property, and three and one-half feet in height when located less than five feet from the right-of-way.

d. Reversed Corner Side Yards. Fences and walls within a required reversed corner side yard shall be limited to eight feet in height when located 10 feet or more from the right-of-way line toward the property, and three and one-half feet in height when located less than ten feet from the right-of way.

3. Dogs. Notwithstanding Section 22.140.070 (Animal Keeping, Noncommercial or Personal Use) Table 22.360.070-C, below identifies the maximum number of dogs allowed on a lot without an Animal Permit:

TABLE 22.360.070-C: MAXIMUM NUMBER OF DOGS	
Net Acreage of Lot	Maximum Number of Dogs Allowed
0 to <2	4
2 to <4	5
4 or more	6

4. Home-Based Occupations. In addition to the standards for home-based occupations identified in Section 22.44.1490 (Home-Based Occupations), the following standards shall apply;

a. There shall be no more than two home-based occupations per primary dwelling unit, and no more than one for an accessory dwelling unit, with a maximum of three per a property.

b. A home-based occupation may be conducted in a permitted accessory structure. Any automobile parking spaces required in Section 22.112.060.A (On-site Parking) shall not be displaced by such use and shall be permanently maintained in accordance with Section 22.112.040.B (Permanent Maintenance Required).

c. Notwithstanding the prohibitions in Section 22.140.290 (Home-Based Occupations) the following uses shall be permitted:

i. Animal training, provided the involved animals are domestic animals, as defined in Division 2 (Definitions);

ii. Seamstress or tailor in an area not to exceed 1,000 square feet;

iii. Beautician or barber services, provided all state licensing requirements are met;

iv. Upholstery, provided:

(1) All work is done indoors;

(2) No upholstery of automotive seating or equipment is done; and

(3) No metalworking is done in conjunction with upholstery activity.

B. Commercial and Rural Zones.

1. Architectural and Design Standards. New structures, additions, or renovations to existing structures, shall be designed to fit in with the community's rural setting by incorporating one of the following architectural styles and its associated development standards.

a. Old West or Western Frontier style architecture which includes the following elements:

i. Form and Massing. The primary building façade shall include a recessed entryway and/or a covered porch with vertical support posts made of wood, materials made to look like wood, adobe brick, or stone. Overhangs may serve as second story balconies.

ii. Building Materials. Exterior building walls shall have vertical or horizontal siding, shingles, wood, wood veneer, materials made to look like wood, adobe brick, stone, or a combination of any of these materials.

iii. Window Design. Windows should be wood or painted aluminum. Windows along the primary façade shall cover no more than 50 percent of

the total area. Window type, material, shape, and proportions shall complement the architectural style of the building;

iv. Roof Design. Each individual building shall contain a rectangular false front or ornamental parapet with either a flat roof or a hidden sloped roof behind. Roof materials and colors shall be consistent with the building materials.

v. Colors. The building materials shall either be unadorned or be painted with earth-toned colors such as shades of taupe, beige, brown, olive, burgundy, or other neutral colors approved by the Director.

vi. Decorative accents. At least two of the following architectural elements shall be incorporated into the design of the site: hitching posts or rails, cast-iron or wood type benches, wood or wooden-looking trash barrels, shuttered windows, weathervanes, windmills, a water tower, or wagon wheels.

vii. Site elements shall maintain the Old West or Western Frontier design such as the placement of solid waste and recycling receptacles in enclosures that match the architectural style of the primary building and are located to the rear of the property.

b. Southwestern style architecture which includes the following elements:

i. Form and Massing. The primary building façade shall include a recessed entryway and/or a covered porch with vertical support posts made of wood, materials to look like wood, adobe, or stucco. Multistory buildings should utilize stepped massing.

ii. Building Materials. Exterior building walls shall be primarily made of adobe, or stucco, with minimal trim accents made of wood, materials made to look like wood, or stone.

iii. Window Design. Windows should be wood, painted aluminum, and recessed within the façade. Windows along the primary façade shall cover no more than 50 percent of the total area. Window type, material, shape, and proportions shall complement the architectural style of the building;

iv. Roof Design. Each individual building shall contain a parapet wall with either a flat roof or a hidden sloped roof behind. Roof materials and colors shall be consistent with the building materials or utilize clay or concrete tiles.

v. Colors. The building materials shall either be unadorned or be painted with earth-toned colors such as shades of taupe, beige, brown, olive, or other neutral colors approved by the Director.

vi. Decorative accents. At least two of the following architectural elements shall be incorporated into the design of the site: irregular parapets, projecting wood or wooden looking beams, projecting scuppers or drains, stucco or wood type benches, wood or wooden-looking trash barrels, carved niches, irregular finishes, or an enclosed courtyard.

vii. Site elements shall maintain the Southwestern design such as the placement of solid waste and recycling receptacles in enclosures that match the architectural style of the primary building and are located to the rear of the property.

c. Be designed to conceal from public view all external utilities, such as roof mounted air conditioning or heating units. Solar panels that are designed as part of a roofline and blend with the overall roof appearance need not be concealed.

d. Exterior lighting shall be prohibited except where necessary for public safety, vehicular traffic, and/or security. Where lighting is installed, it should be consistent with the desired architectural style, be appropriately shielded so as not to spill onto adjacent properties, and in compliance with the applicable provisions of Chapter 22.80 (Rural Outdoor Lighting District).

e. Loading and service areas, solid waste and recycling enclosures, and utility meters should be located as far as possible from the street and adjacent residential or agricultural properties.

22.360.080 Area-Specific Development Standards.

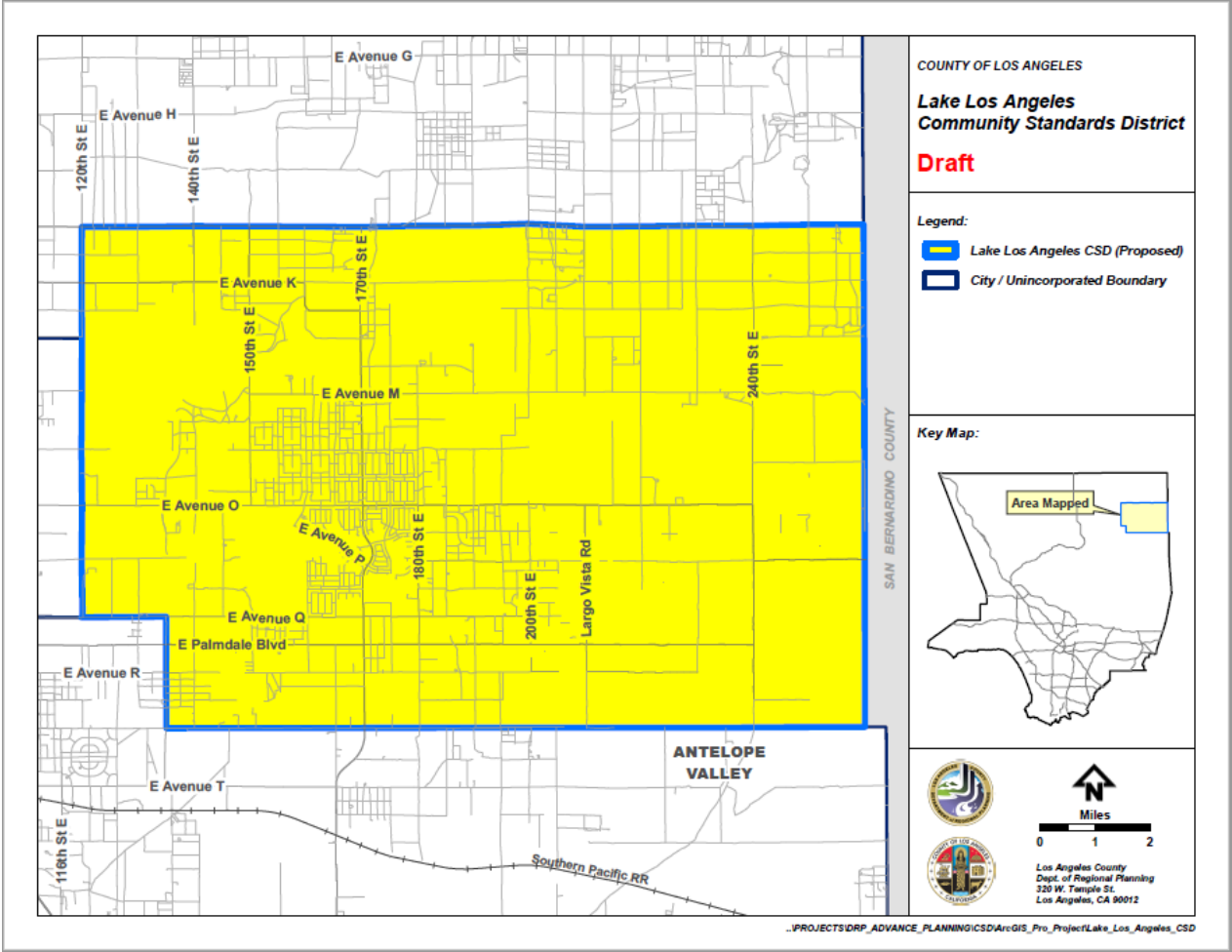
(Reserved)

22.360.090 Modification of Development Standards.

A. Modifications to any standards in this Chapter are subject to a Conditional Use Permit (Chapter 22.160) application, and shall be subject to additional findings:

1. The application of these standards would result in practical difficulties or unnecessary hardships inconsistent with the purpose of this CSD; or
2. There are exceptional circumstances or conditions that are uniquely applicable to the subject property or to the intended development of the subject property that do not apply to other properties within the area governed by this CSD.

Figure 22.360-A: LAKE LOS ANGELES CSD BOUNDARY



PROPOSED ENVIRONMENTAL DETERMINATION

DETERMINATION DATE: July 11, 2022
PROJECT NUMBER: 2019-003977-(5)
PERMIT NUMBER(S): ADVANCE PLANNING CASE NO. RPPL2018002312
SUPERVISORIAL DISTRICT: 5
PROJECT LOCATION: Lake Los Angeles, Antelope Valley Planning Area
CASE PLANNER: Katie Lample, Planner
klample@planning.lacounty.gov

The County of Los Angeles ("County") completed an initial review for the above-mentioned project. Based on examination of the project proposal and the supporting information included in the application, the County proposes that an Exemption is the appropriate environmental documentation under the California Environmental Quality Act ("CEQA"). The project qualifies as Class 1, 2, 3, 4, 7, 8, 11, 20, and 21 Categorical Exemption under State CEQA Guidelines Sections 15301, 15302, 15303, 15304, 15307, 15308, 15311, 15320, and 15321 as classes of projects which do not have a significant effect on the environment because the standards proposed as part of this project will be more restrictive than those found in the County Code and will be more environmentally protective. All development standards are consistent with current practices or will provide additional limitations on development which further protects the rural character and natural landscape of the community. See attachments for a more detailed analysis of the project and applicable exemptions.

Attached: Notice of Exemption and Attachment

Notice of Exemption

To:

☐ Office of Planning and Research
P.O. Box 3044
Sacramento, CA 95812-3044

☐ County Clerk
County of: Los Angeles, Business Filings
12400 E. Imperial Hwy., #1201
Norwalk, CA 90650

From:

Public Agency: LA County Regional Planning
320 W. Temple Street, 13th Floor
Los Angeles, CA 90012

Project Title: _____

Project Applicant: _____

Project Location - Specific: _____

Project Location - City: _____ Project Location - County: _____

Description of Nature, Purpose and Beneficiaries of Project: _____

Name of Public Agency Approving Project: Los Angeles County Department of Regional Planning

Name of Person or Agency Carrying Out Project: _____

Exempt Status: **(check one):**

- ☐ Ministerial (Sec. 21080(b)(1); 15268);
- ☐ Declared Emergency (Sec. 21080(b)(3); 15269(a));
- ☐ Emergency Project (Sec. 21080(b)(4); 15269(b)(c));
- ☐ Categorical Exemption. State type and section number: _____
- ☐ Statutory Exemption. State code number: _____
- ☐ Exemptions for Agricultural Housing, Affordable Housing, and Residential Infill Projects. State type and section number: _____

Reasons why project is exempt: _____

Lead Agency

Contact Person: _____ Area Code/Telephone/Extension: _____

If filed by applicant:

1. Attach certified document of exemption finding.
2. Has a Notice of Exemption been filed by the public agency approving the project? ☐ Yes ☐ No

Signature: _____ Date: _____ Title: _____

☐ Signed by Lead Agency

☐ Signed by Applicant

Date Received for filing at OPR: _____

ATTACHMENT TO NOTICE OF EXEMPTION
LOS ANGELES COUNTY
LAKE LOS ANGELES COMMUNITY STANDARDS DISTRICT

1. Project Description

LA County Planning is undertaking the process of creating the Lake Los Angeles Community Standards District (“CSD”) with development standards specific to the community of Lake Los Angeles.

to The proposed Lake Los Angeles CSD adds requirements to maintain rural road standards; adds additional protections to hillside management areas (“HMAs”); modifies standards for signs; standardizes new rural subdivisions; establishes trail development standards; regulates the removal of vegetation; allows accessory cargo shipping containers in residential and agricultural zones; specifies residential standards for fences and walls, dogs, and home-based occupations; and creates commercial design standards.

The standards will largely be more environmentally protective, more restrictive, or equal to what is currently allowed within the Zoning Code (“Title 22”). Additionally, the CSD includes standards which are predominantly accessory uses to the already-permitted primary use in the zone. No construction activities or specific developments are proposed as part of this project.

2. Description of Project Site

The unincorporated community of Lake Los Angeles is located in the eastern most portion of the Antelope Valley, northeast of Sun Village, south of Hi Vista, and east of the City of Palmdale. An attached map depicts the boundaries of the proposed Lake Los Angeles CSD.

Lake Los Angeles is a rural desert community with mostly residential and agricultural uses. The community has a rural town center along Avenue O between 167th Street East and 172nd Street East and along 170th street East, between Avenue O and Glenfall Avenue. The Antelope Valley Area Plan (“AVAP”) describes the area as “developed or partially developed with a wide range of uses and a distinctly rural character. The remaining portions are largely undeveloped and generally not served by existing infrastructure, include environmental resources, such as buttes and Significant Ecological Areas (“SEA”), and are subject to safety hazards, such as Flood Zones.”

The AVAP identifies three economic opportunity areas (“EOA”) where major infrastructure projects are being planned by state and regional agencies. The southwest corner of the CSD boundary, including the rural town center, is located within the EOA due its proximity to the proposed High Desert Corridor project, which is proposed to run along E Palmdale Blvd.

A large portion of the community is located within the Antelope Valley SEA and the entire community is located within the Rural Outdoor Lighting District. A small area in

the southwest corner of the CSD boundary falls within a Liquefaction Zone and 100-year Flood Zone. Additional 100-year Flood Zone corridors bisect a small selection of properties throughout the community.

3. Reasons Why This Project is Exempt

The project qualifies for Class 1, Existing Facilities; Class 2, Replacement or Reconstruction; Class 3 New Construction or Conversion of Small Structures; Class 4, Minor Alterations to Land; and Class 11, Accessory Structures; under the California Environmental Quality Act ("CEQA") Guidelines Sections 15301, 15302, 15303, 15304, and 15311 as classes of projects which do not have a significant effect on the environment.

Class 1: Section 15301, Existing Facilities

Class 1 consists of the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of existing or former use...Examples include, but are not limited to:

(c) Existing highways and streets, sidewalks, gutters, bicycle and pedestrian trails, and similar facilities...

(e) Additions to existing structures provided that the addition will not result in an increase of more than:

(1) 50 percent of the floor area of the structures before the addition, or 2,500 square feet, whichever is less;

(h) Maintenance of existing landscaping, native growth, and water supply reservoirs...

(n) Conversion of a single-family residence to office use.

The project will not trigger new construction or alter existing buildings. The development standards will only impact new changes that are proposed to a site. For example, one development standard will exclude the addition of new outdoor advertising signs (billboards) within the community. In commercial areas, for new construction or additions, there are architectural design standards that are in line with the existing architectural styles found within the area including Old West or Southwestern.

The Lake Los Angeles CSD includes development standards that restrict the road widths and prohibit the use of curbs, gutters, and sidewalks, unless deemed necessary by the County. These standards will not impact existing roads and therefore, the project will allow for the continued operation and maintenance of existing roads.

The project proposes consideration of trail easements and alignments for all new development or subdivisions requiring a discretionary land use permit to be consistent with the County Trails Manual and Trails Plan of the AVAP.

Many of the proposed standards are related to accessory uses or structures in agricultural or residential zones including cargo shipping containers, fencing and walls, dogs, and home-based occupations. These standards will allow existing primary uses to continue and may legalize some of the existing accessory structures and uses that the community identified as consistent with rural lifestyle and larger agricultural lots.

The project also proposes the inclusion of development standards to limit grading in HMAs and protect vegetation removal. The inclusion of these new standards will provide an additional layer of vegetation protection and promote the maintenance of existing landscape and natural growth on private property.

Class 2: Section 15302, Replacement or Reconstruction

Class 2 consists of replacement or reconstruction of existing structures and facilities where the new structure will be located on the same site as the structure replaced and will have substantially the same purpose and capacity as the structure replaced, including but not limited to:

(b) Replacement of a commercial structure with a new structure of substantially the same size, purpose, and capacity.

(d) Conversion of overhead electric utility distribution system facilities to underground including connection to existing overhead electric utility distribution lines where the surface is restored to the condition existing prior to the undergrounding.

The project will not alter Title 22 as it applies to replacement or reconstruction of structures. Development standards will be added for commercial projects and signage. However, these standards only apply when new construction or additions are proposed and will be more stringent than the existing Title 22 allowances.

The community is interested in requiring the undergrounding of utilities. This development standard may be applicable to new subdivision projects of a minimum size.

Class 3: Section 15303, New Construction or Conversion of Small Structures

Class 3 consists of construction and location of limited numbers of new, small facilities and structures; installation of small new equipment and facilities in small structures; and the conversion of existing small structures from one use to another where only minor modifications are made in the exterior of the structure...Examples of this exemption include, but are not limited to:

(a) One single-family residence, or a second dwelling unit in a residential zone...

(b) A store, motel, office, restaurant or similar structure not involving the use of significant amounts of hazardous substances, and not exceeding 2,500 square feet in floor area...

(e) Accessory (appurtenant) structures including garages, carports, patios, swimming pools, and fences.

The project will include development standards for ministerial projects such as accessory cargo shipping containers, signage, fences and walls, dogs, home-based occupations, and commercial design standards. These new standards will maintain the existing aesthetic and character of the community.

Class 4: Section 15304, Minor Alterations to Land

Class 4 consists of minor public or private alterations in the condition of land, water, and/or vegetation which do not involve removal of healthy, mature, scenic trees except for forestry or agricultural purposes. Examples include, but are not limited to:

(b) New gardening or landscaping, including the replacement of existing conventional landscaping with water efficient or fire resistance landscaping.

This project proposes development standards to evaluate proposed removal of vegetation and encourage the planting of native vegetation when the proposed vegetation removal exceeds a specific threshold. Although there are adopted ordinances that protect vegetation, this CSD would add a new layer of protection for plants in areas that may not otherwise be protected. These standards will be more environmentally protective than those currently in Title 22.

Class 7: Section 15307, Actions by Regulatory Agencies for Protection of Natural Resources

Class 7 consists of actions taken by regulatory agencies as authorized by state law or local ordinance to assure the maintenance, restoration, or enhancement of a natural resource where the regulatory process involves procedures for protection of the environment... Construction activities are not included in this exemption.

The project will include a set of development standards that will be more stringent than the existing Title 22 and therefore, will be more protective of the environment. The development standards will include an evaluation of vegetation removal as well as establishing additional protections on grading within HMAs.

Class 8: Section 15308, Actions by Regulatory Agencies for Protection of the Environment

Class 8 consists of actions taken by regulatory agencies, as authorized by state or local ordinance, to assure the maintenance, restoration, enhancement, or protection of the environment. Construction activities and relaxation of standards allowing environmental degradation are not included in this exemption.

The project will further protect the environment and prevent environmental degradation with the addition of standards limiting expansion of roads, prohibiting new billboards, further regulating grading in HMAs, limiting vegetation removal, and restricting subdivisions. The CSD includes guidance for trail development; however, these trails are already identified and included on the existing, adopted Antelope Valley Trails Map and the Regional Trails System, adopted as part of the General Plan. None of the proposed development standards will relax the existing code requirements or allow additional environmental degradation.

Class 11: Section 15311, Accessory Structures

Class 11 consists of construction, or placement of minor structures accessory to (appurtenant to) existing commercial, industrial, or institutional facilities, including but not limited to:

(a) On-premise signs;

Development standards related to commercial signage are proposed as part of this project. The project also proposes to include a prohibition on new outdoor advertising signs (billboards).

Class 20: Section 15320, Changes in Organization of Local Agencies

Class 20 consists of changes in the organization or reorganization of local governmental agencies where the changes do not change the geographical area in which previously existing powers are exercised. Examples include, but are not limited to:

(a) Establishment of a subsidiary district;

This project will establish a new district with an additional layer of standards for a specific community. This community will remain within the unincorporated area of Los Angeles County and will still be governed by the Board of Supervisors. This additional district will only apply specific development standards to this specified area with the intention of preserving its existing rural character, landscape, and natural vegetation.

Class 21: Section 15321, Enforcement Actions by Regulatory Agencies

Class 21 consists of:

(a) Actions by regulatory agencies to enforce or revoke a lease, permit, license, certificate, or other entitlement for use issued, adopted, or prescribed by the regulatory agency or enforcement of a law, general rule, standard, or objective, administered or adopted by the regulatory agency. Such actions include, but are not limited to, the following:

- (1) The direct referral of a violation of lease, permit, license, certificate, or entitlement for use or of a general rule, standard, or objective to the Attorney General, District Attorney, or City Attorney as appropriate, for judicial enforcement;*
- (2) The adoption of an administrative decision or order enforcing or revoking the lease, permit, license, certificate, or entitlement for use or enforcing the general rule, standard, or objective.*

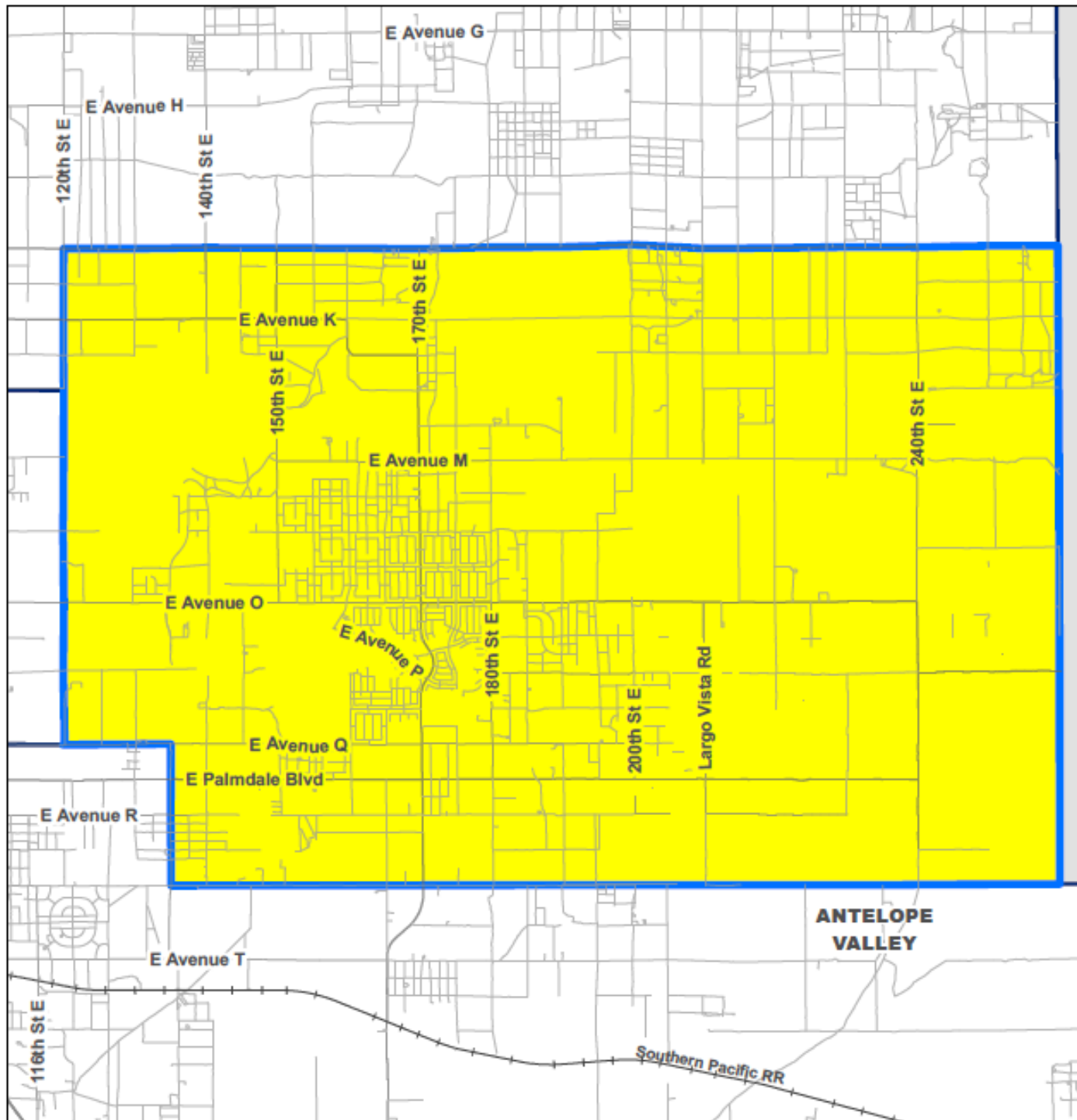
This project proposes to add additional development standards to the Lake Los Angeles community with the objective of preserving its existing character. These standards will result in more environmental protections to the area. Any violation to these rules will be enforced pursuant to Chapter 22.242 of the County Code.

4. Review of Possible Exceptions to the Categorical Exemptions

Section 15300.2 of the CEQA Guidelines identifies circumstances when a categorical exemption cannot be used. This project has been reviewed to determine if any of the conditions listed in this section might invalidate findings that the project is exempt under CEQA. None of these exceptions to the categorical exemptions are applicable:

- (a) Location:** This project qualifies for Categorical Exemptions Classes 3, 4, and 11. Each require analysis by location in order ensure that a project is not located in a particularly sensitive environment where its impacts would ordinarily be insignificant, but circumstantially would be significant. This project includes the addition of development standards that limit development in HMAs, add vegetation protections, limit the size and types of signage, restrict subdivisions to a minimum lot size, and add standards for utilities. Additional proposed standards will address accessory uses and structures in residential and agricultural zones and provide guidelines for commercial design. Although there are properties located within the boundaries of the project that are mapped as being located within a Flood Zone, Liquefaction Zone, HMA, and SEA, none of the proposed standards will create a significant impact on the environment. Furthermore, all future development projects proposed within the area of the Lake Los Angeles CSD will continue to be reviewed by LA County departments such as Fire, Public Health, Public Works, and Parks and Recreation to ensure compliance with Los Angeles County Code requirements. No construction activities are proposed as part of this ordinance update.
- (b) Cumulative Impact:** The project will not have any adverse impact on the environment either individually or cumulatively since the standards included in this CSD will be more restrictive and environmentally protective than the current standards in the Zoning Code, or capture the existing operations and structures currently present and considered part of the rural lifestyle. Cargo shipping containers, higher fences or walls, home-based occupations, and dogs are already present in the community and are part of the baseline condition; the inclusion of standards related to these topics will not create a significant cumulative impact to the area.
- (c) Significant Effect:** No unusual circumstances will cause this project to have a significant effect on the environment because the development standards are related to accessory uses and structures that are already present in the community or include additional limitations on signage, vegetation protections, stricter commercial design standards, standards guiding new subdivisions, the design and dedication of new trails, and the prohibition of new billboards. None of these standards will impact existing approved uses and they are intended to guide future development for compatibility and protection of the existing rural environment.
- (d) Scenic Highways:** No highways located within the community of Lake Los Angeles are officially designated as a state scenic highway.
- (e) Hazardous Waste Sites:** The project is not located on a site that is included on any list compiled pursuant to Section 65962.5 of the Government Code. No active or open hazardous sites were identified at or adjacent to the project site.
- (f) Historical Resources:** There is one historical resource located within the community of Lake Los Angeles, California State Point of Interest No. P588. The

development standards will not cause a significant impact to this resource as they will be more restrictive.



COUNTY OF LOS ANGELES

Lake Los Angeles Community Standards District

Draft

Legend:

-  Lake Los Angeles CSD (Proposed)
-  City / Unincorporated Boundary

Key Map:



Miles
0 1 2

Los Angeles County
Dept. of Regional Planning
320 W. Temple St.
Los Angeles, CA 90012

SAN BERNARDINO COUNTY

**ANTELOPE
VALLEY**

Southern Pacific RR

**SUMMARY OF PROCEEDINGS
REGIONAL PLANNING COMMISSION
LAKE LOS ANGELES COMMUNITY STANDARDS DISTRICT ORDINANCE
PROJECT NO. 2019-003977-(5)
ADVANCE PLANNING CASE NO. RPPL2018002312**

On October 19, 2022, the Regional Planning Commission (RPC) conducted a duly-noticed public hearing to consider establishing the Lake Los Angeles Community Standards District Ordinance (Ordinance), which is an amendment to Title 22 that revises development standards specific to the community of Lake Los Angeles in order to preserve the rural character. During the hearing, Regional Planning staff provided an overview of the Ordinance. One member of the public spoke, inquiring about permitted uses on their property. Staff noted that they were available to discuss the question outside of the hearing, per the RPC's request.

The RPC closed the public hearing and voted unanimously to recommend approval of the Ordinance to the Board of Supervisors.

VOTE:

Concurring: Commissioners Louie, Moon, O'Connor, Hastings, and Duarte-White

Dissenting: None

Abstaining: None

Absent: None

Action Date: October 19, 2022

**RESOLUTION
COUNTY OF LOS ANGELES
REGIONAL PLANNING COMMISSION
LAKE LOS ANGELES COMMUNITY STANDARDS DISTRICT
PROJECT NO. 2019-003977-(5)
ADVANCE PLANNING CASE NO. RPPL2018002312**

WHEREAS, the Regional Planning Commission (hereinafter, the "Commission") of the County of Los Angeles ("County") has conducted a duly noticed public hearing on October 19, 2022 to consider an ordinance, (hereinafter, the "Lake Los Angeles Community Standards District Ordinance" or the "Ordinance") that amends Title 22 (Planning and Zoning) of the Los Angeles County Code (hereinafter, the "County Code") to establish the Lake Los Angeles Community Standards District ("CSD") and associated standards; and

WHEREAS, the Commission finds as follows:

1. On June 16, 2015, the Antelope Valley Area Plan ("AVAP") was adopted by the County Board of Supervisors ("Board"), which included a requirement for a comprehensive review of all existing CSDs and the potential inclusion of a program to prepare and adopt new CSDs. Establishment of the Lake Los Angeles CSD is an implementation measure of the AVAP.
2. According to the AVAP, CSDs are community-specific zoning regulations that "shall be instituted only when a unique or detrimental condition exists within a community that prevents implementation of the AVAP" (Page I-11).
3. Members of the community approached the County Department of Regional Planning ("Department") with draft proposals for the Lake Los Angeles CSD, which were submitted to the Department in 2009 and 2013. The proposals were reviewed by the Department and used in conjunction with community outreach activities as the basis for the proposed ordinance.
4. On June 13, 2018, the Antelope Valley CSD Update Program was presented to the Commission and included the proposal for the Lake Los Angeles CSD.
5. Lake Los Angeles is a large rural community located in the eastern Antelope Valley. The community is characterized by its rural character, desert landscape, buttes, and Joshua trees. The AVAP describes the area as "developed or partially developed with a wide range of uses and a distinctly rural character. The remaining portions are largely undeveloped and generally not served by existing infrastructure, include environmental resources, such as buttes and Significant Ecological Areas ("SEAs"), and are subject to safety hazards, such as Flood Zones."

6. Lake Los Angeles has a rural town center along Avenue O between 167th Street East and 172nd Street East, and along 170th Street East between Avenue O and Glenfall Avenue. This area is where most of the commercial and community serving uses are located and is surrounded by the highest concentration of residential development in the community.
7. The proposed Ordinance contains standards to address the unique and rural character of the Lake Los Angeles community including: highway and local street standards, additional protections to hillside management areas, prohibitions on billboards, commercial sign standards, allowance of residential ranch entry signs, standards for new subdivisions, trail design and development guidelines, preservation of vegetation, accessory cargo shipping containers, fence and wall heights, modifications to number of permitted dogs without a permit, additional home-based occupation allowances, and commercial design standards. The standards are only intended to guide future development for continuity and compatibility with the existing rural character of the area. Therefore, with the addition of the proposed standards, the amendment will create consistency with the surrounding area.
8. The proposed Ordinance is consistent with and supportive of the goals and policies of the General Plan and the AVAP, a component of the General Plan. It protects the Lake Los Angeles community from incompatible design and development, permits existing rural accessory uses and structures, and provides additional environmental protections.
9. The community of Lake Los Angeles worked with the Department to develop a list of standards that it would like to include in the CSD. This CSD is intended to address the requests from the community and authorize, or clarify, development standards that are consistent with rural life and the larger lot sizes found in the community. Therefore, approval of the CSD will be in the interest of public health, safety, and general welfare and in conformity with good zoning practice.
10. The proposed Ordinance will not increase the density or expand the list of allowed land uses within the zones. Standards address accessory uses, include protections for the natural environment, and provide more direction for future commercial development. Therefore, the amendment is consistent with other applicable provisions of this Title 22.
11. The Department conducted outreach for the development of the proposed Ordinance and engaged local stakeholders, community members, and advisory committees from the community. In addition to project outreach conducted at community events including the Parks After Dark events held on July 27, 2018, July 28, 2018, August 3, 2018, August 1, 2019, and August 2,

2019; the Leona Valley Cherry Festival on June 2, 2018; the Valley Fever Walk on August 4, 2018; and the Juneteenth celebration at Jackie Robinson Park on July 18, 2022. Staff also hosted CSD working group meetings on April 5, 2018, May 10, 2018, October 18, 2018, and November 18, 2018.

12. Additional meetings conducted online were held with the Lake Los Angeles CSD Committee on October 18, 2021; November 18, 2021; January 12, 2022; March 21, 2022; and July 18, 2022 to develop the draft Ordinance.
13. After releasing the public review draft of the CSD, an online community meeting was held on September 15, 2022, to receive feedback on the draft in preparation for the Commission hearing.
14. The proposed Ordinance qualifies for a Categorical Exemption (Sections 15301, 15302, 15303, 15304, 15307, 15308, 15311, 15320, and 15321 Classes 1, 2, 3, 4, 7, 8, 11, 20, and 21) under the California Environmental Quality Act ("CEQA") and the County environmental guidelines.
15. Pursuant to Section 22.222.120 of the County Code, a public hearing notice was published in the local newspaper, the Antelope Valley Press, on August 26, 2022. In addition, notices were sent to 10,637 property owners and 13 addresses on the project's courtesy list. The public hearing notice and materials were posted on the project website and promoted through social media.
16. Following the release of the public draft CSD on October 6, 2022, staff received a request to add language regarding pervious surfaces within commercial and rural zones. Included language states that parking areas, as well as the areas and driveways used for access thereby, shall be paved with pervious materials. Earlier conversations with the CSD Committee and community support this request. These revisions were included in the October 13, 2022 draft CSD.
17. On October 19, 2022, the Commission conducted a duly-noticed public hearing to consider an update to the Lake Los Angeles CSD. One member of the public spoke, inquiring about permitted uses on their property. Staff noted that they were available to discuss the question outside of the hearing, per the Commission's request.

THEREFORE, BE IT RESOLVED THAT the Commission recommends to the Board of Supervisors of the County of Los Angeles as follows:

1. That the Board hold a public hearing to consider adopting the proposed Ordinance that amends Title 22 of the Los Angeles County Code to establish the Lake Los Angeles CSD and associated standards; and

2. That the Board find that this project is exempt from the CEQA; and
3. That the Board adopt the proposed Ordinance and determine that the standards proposed in the Ordinance are consistent with the community character and surrounding area, compatible with and supportive of the goals and policies of the General Plan and Antelope Valley Area Plan, in the interest of public health, safety, and general welfare and in conformity with good zoning practice, and consistent with other applicable provisions of this Title 22.

I hereby certify that the foregoing resolution was adopted by a majority of the voting members of the Commission on the County of Los Angeles on October 19, 2022.

Elida Luna

Elida Luna,
Commission Secretary
County of Los Angeles
Regional Planning Commission

APPROVED AS TO FORM: OFFICE OF THE COUNTY COUNSEL

By: *Lisa Jacobs*

Lisa Jacobs,
Deputy County Counsel
County of Los Angeles

BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	3/1/2023		
BOARD MEETING DATE	4/11/2023		
SUPERVISORIAL DISTRICT AFFECTED	<input type="checkbox"/> All <input type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input type="checkbox"/> 4 th <input checked="" type="checkbox"/> 5 th		
DEPARTMENT(S)	Department of Regional Planning		
SUBJECT	Pearblossom Community Standards District – Title 22		
PROGRAM			
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why:		
DEADLINES/ TIME CONSTRAINTS			
COST & FUNDING	Total cost:		Funding source:
	\$		
	TERMS (if applicable):		
	Explanation:		
PURPOSE OF REQUEST	Adopt an ordinance amending Title 22 of the Los Angeles County Code to establish the Pearblossom Community Standards District.		
BACKGROUND (include internal/external issues that may exist including any related motions)	As a component of the General Plan, the Antelope Valley Area Plan directs staff to complete a comprehensive review of all existing community standards districts (CSDs) and to include a program to prepare and adopt new CSDs. This project will establish the new Pearblossom Community Standards District to provide development standards that are more compatible with rural lifestyles and that address unique conditions that exist within the community.		
EQUITY INDEX OR LENS WAS UTILIZED	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:		
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please state which one(s) and explain how: This project will support the Sustainability Initiative by supporting the Our County Sustainability Plan's goal to protect ecosystems, habitats, and biodiversity. In particular, the Pearblossom CSD will preserve desert vegetation by prohibiting ground disturbance exceeding 70 percent of the total gross acreage of any property that is two acres or larger. Protecting 30 percent of desert vegetation on larger properties will support long-term conservation of habitats and species. In addition, limiting ground disturbance will reduce dust and potentially reduce the incidence of dust-borne diseases such as Valley Fever which impacts Antelope Valley residents.		
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Caroline Chen, Regional Planner 213-974-6476, cchen@planning.lacounty.gov		

LOS ANGELES COUNTY DEPARTMENT OF REGIONAL PLANNING

AMY J. BODEK, AICP
Director,
Regional Planning

DAVID DE GRAZIA
Deputy Director,
Current Planning

DENNIS SLAVIN
Chief Deputy Director,
Regional Planning

JON SANABRIA
Deputy Director,
Land Use Regulations

CONNIE CHUNG, AICP
Deputy Director,
Advance Planning

JOSEPH HORVATH
Administrative Deputy,
Administration

April 11, 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:

**PUBLIC HEARING ON THE PEARBLOSSOM
COMMUNITY STANDARDS DISTRICT ORDINANCE
PROJECT NO. 2019-003978-(5)
ADVANCE PLANNING CASE NO. RPPL2019002601
PROJECT LOCATION: PEARBLOSSOM
(FIFTH SUPERVISORIAL DISTRICT) (3-VOTES)**

SUBJECT

The recommended action is to approve the Pearblossom Community Standards District Ordinance (Ordinance). The proposed Ordinance adds new development standards to address the specific needs of the Pearblossom community. Proposed development standards include vegetation protections, landscape requirements, and regulations on accessory storage, rural artifacts, signs and fences, new subdivisions, rural road design, trails, building materials, and uses in the proposed Blossom Community Corridor Area. A project summary is included as Attachment 1, and the proposed Ordinance is included as Attachment 2.

IT IS RECOMMENDED THAT THE BOARD AFTER THE PUBLIC HEARING,

1. Find that the project is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to state and local CEQA guidelines;
2. Indicate its intent to approve the proposed Ordinance (Advance Planning Case No. RPPL2019002601), as recommended by the Regional Planning Commission (RPC); and
3. Instruct County Counsel to prepare the final documents for the Ordinance and submit them to the Board of Supervisors (Board) for its consideration

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On June 16, 2015, the Board adopted the Antelope Valley Area Plan (AVAP), which includes goals and policies applicable to the unincorporated areas in the Antelope Valley. The AVAP specifies that a comprehensive review shall be required of all existing Community Standards Districts (CSDs) and may include a program to prepare and adopt new CSDs. The adoption of the proposed Ordinance will advance the implementation program for the AVAP and meet its goals and policies, as well as those contained in the General Plan.

Key Components

Pearblossom is a small town with a Modern Rustic aesthetic. The community values its natural environment, and supports its artistic, creative, and resourceful spirit. The proposed Ordinance will preserve, protect, and enhance the unique and rural character of Pearblossom with development standards that allow the display of rural artifacts within yard setbacks, taller fences, residential ranch entrance signs, signs on commercial parcels with narrow frontages, and accessory outdoor storage, including onsite materials storage areas and cargo shipping containers.

The proposed Ordinance also requires new residential subdivisions to have multiuse trail easements, more open space in developments with five units or more than currently required, greater distances between buildings than currently required, and a minimum lot size of two gross acres. Requirements for new commercial subdivisions include public amenities, minimum landscape requirements, landscape buffers when adjoining Residential or Agriculturally zoned properties, connectivity to existing street networks, pervious paving, smaller maximum floor areas, lower building heights, and a minimum lot size of one acre. Wireless communications facilities must blend with the rural environment. Additionally, streetlight and signage lighting designs must be compliant with the Rural Outdoor Lighting District. On parcels within 300 feet of Pearblossom Highway (CA-138), drive-throughs are prohibited. Alcoholic beverage sales for off-site consumption are prohibited on parcels within 1,000 feet of public schools and places of worship. Billboards, internally illuminated signs, and electronic signs are prohibited.

The desert environment will be protected by allowing existing vegetation to count toward commercial and industrial landscape requirements and by setting vegetation removal and ground disturbance thresholds, with exceptions. No more than 70 percent of ground disturbance of areas with vegetation is allowed on any property that is two gross acres or larger.

The proposed Ordinance also establishes the Blossom Community Corridor Area, which extends along the rural town center area and includes all parcels within 500 feet from each side of the Pearblossom Highway (CA-138) right-of-way. Standards for the Blossom Community Corridor include a tree planting requirement in commercial and industrial developments and a prohibition on the following uses: metal plating, recreational vehicle sales and rentals, truck storage, and truck sales and rentals, including incidental repair.

On October 19, 2022, the RPC held a public hearing and voted unanimously to recommend approval of the proposed Ordinance. A summary of the RPC proceedings is included as Attachment 4. The RPC's resolution is included as Attachment 5.

Implementation of Strategic Plan Goals

The proposed Ordinance promotes the County's Strategic Plan Goal II: Foster Vibrant and Resilient Communities; Objective II.2.3: Prioritize Environmental Health Oversight and Monitoring, which aims to strengthen the County's capacity to effectively prevent, prepare for, and respond to emergent environmental and natural hazards and reduce impacts to disproportionately affected communities. The community of Pearblossom contains mapped environmental and natural hazards, including Special Flood Hazard Areas; High Fire Hazard Severity Zones; and Liquefaction and Seismic Hazards. The proposed Ordinance contains development standards intended to preserve the existing low-density rural character of the area. Standards ensure that new development will be consistent with the community character and will mitigate hazards in the community. In addition, the vegetation preservation development standards discourage ground disturbance, which may prevent contaminated soil and dust from circulating in the air and spreading Valley Fever.

The proposed Ordinance promotes Strategic Plan Goal III: Realize Tomorrow's Government Today; Objective III.3.1: Improve water quality, reduce water consumption, and increase water supplies, which aims to promote water conservation, recycle and reuse local water resources, and reduce storm water pollution through development standards that reduce the amount of water for landscaping. The proposed Ordinance allows existing desert vegetation to count toward the landscape requirement for commercial and industrial developments. Furthermore, the existing tree planting requirement for commercial and industrial developments in the Blossom Community Corridor area has been reduced from 24-inch box trees, as specified by the existing Zoning Code, to five-gallon trees.

In addition, the proposed Ordinance supports Objective III.3.4: Reduce waste generation and recycle and reuse waste resources, which aims to increase landfill diversion and recycling programs and infrastructure, and inspire the community to reduce, reuse, and recycle waste materials. With additional salvage and supplies storage options, communities can divert materials from landfills through creative reuse of materials in art projects and home repair.

Lastly, engagement with the community was ongoing throughout the development of the proposed Ordinance. The continuous dialogue with the community shaped the proposed Ordinance. Engagement included 12 working groups and two community meetings, a public survey, email exchanges, phone conversations, and ad hoc meetings with community members. At the RPC public hearing, residents spoke of their positive experience participating in the ordinance development process.

FISCAL IMPACT/FINANCING

Adoption of the proposed Ordinance will not result in any significant new costs to the Department of Regional Planning or other County departments and agencies.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

In addition to the public hearing conducted by RPC on October 19, 2022, a public hearing before the Board is required pursuant to Section 22.232.040.B.1 of the County Code and Section 65856 of the California Government Code. Required notice was given pursuant to the procedures and requirements set forth in Section 22.222.180 of the County Code.

ENVIRONMENTAL DOCUMENTATION

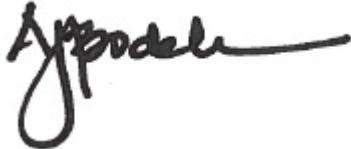
The proposed Ordinance is categorically exempt from CEQA per Sections 15301, 15302, 15303, 15304, 15307, 15308, 15311, 15320, and 15321 (Class 1, 2, 3, 4, 7, 8, 11, 20, and 21 Categorical Exemptions) and the County Environmental Guidelines. The Notice of Exemption is included as Attachment 3.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the proposed Ordinance will not significantly impact County services.

For further information, please contact Caroline Chen, Regional Planner, Community Studies North Section at (213) 974-6476 or cchen@planning.lacounty.gov.

Respectfully submitted,



AMY J. BODEK, AICP
Director of Regional Planning

AJB:CC:MSH:CC:ar

Attachments:

1. Project Summary
2. Proposed Ordinance
3. CEQA Notice of Exemption
4. RPC Hearing Proceedings
5. RPC Resolution

c: Executive Office, Board of Supervisors
Assessor
Chief Executive Office
County Counsel
Fire Department
Parks and Recreation
Public Health
Public Works

COUNTY OF LOS ANGELES
DEPARTMENT OF REGIONAL PLANNING
PROJECT SUMMARY

PROJECT DESCRIPTION:	An Ordinance to establish the Pearblossom Community Standards District.
REQUEST:	Approval and adoption of the Ordinance
LOCATION:	The community of Pearblossom
STAFF CONTACT:	Caroline Chen, 213-974-6476, cchen@planning.lacounty.gov
RPC HEARING DATE(S):	October 19, 2022
RPC RECOMMENDATION:	Approval and recommendation to the Board to consider approval of the Ordinance.
MEMBERS VOTING AYE:	Commissioners Louie, O'Connor, Moon, Hastings, and Duarte-White
MEMBERS VOTING NAY:	None
MEMBERS ABSENT:	None
MEMBERS ABSTAINING:	None
KEY ISSUES:	The Pearblossom Community Standards District (CSD) will include standards for accessory structures and uses such as fences and walls, cargo shipping containers, onsite materials storage areas (outdoor), signs, personal vehicles, and rural artifacts (i.e., display of farming or mining equipment). On parcels within 300 feet of

Pearblossom Highway (CA-138), drive-throughs are prohibited. Alcoholic beverage sales for off-site consumption are prohibited on parcels within 1,000 feet of public schools and places of worship.

The desert landscape will be protected by allowing existing vegetation to count toward commercial and industrial landscape requirements and by setting vegetation removal and ground disturbance thresholds, with exceptions. No more than 70 percent of ground disturbance of areas with vegetation is allowed on any property that is two gross acres or larger.

The CSD also establishes the Blossom Community Corridor Area, which encompasses the rural town center area and includes all parcels within 500 feet from each side of the Pearblossom Highway (CA-138) right-of-way. Standards for the Blossom Community Corridor include tree planting requirements in commercial and industrial developments and a prohibition on the following uses: metal plating, recreational vehicle sales and rentals, truck storage, and truck sales and rentals, including incidental repair.

MAJOR POINTS FOR:

The adoption of the Ordinance implements the Antelope Valley Area Plan and is responsive to requests from the community to allow standards that are consistent with the rural character of the area such as higher fences and walls, accessory cargo shipping containers, onsite materials storage areas (outdoor), the display of rural artifacts, and use of rustic building materials. Included landscape requirements also reflect local knowledge about increasing the survival rate of trees by planting smaller specimens and reducing the spread of Valley Fever-inducing dust by limiting ground disturbance. Lastly, this Ordinance will address concerns about vehicular

crashes on Pearblossom Highway by limiting traffic-generating uses in the Blossom Community Corridor.

MAJOR POINTS AGAINST:

Some residents are concerned that using cargo shipping containers for accessory storage may be unsightly if not screened.

ORDINANCE NO. _____

An ordinance amending Title 22 – Planning and Zoning of the Los Angeles County Code, to establish the Pearblossom Community Standards District, which defines and establishes development standards for the unincorporated area of Pearblossom.

The Board of Supervisors of the County of Los Angeles ordains as follows:

SECTION 1. Chapter 22.356 is hereby added to read as follows:

Chapter 22.356 Pearblossom Community Standards District

22.356.010 Purpose.

22.356.020 Definitions.

22.356.030 District Map.

22.356.040 Applicability.

22.356.050 Application and Review Procedures.

22.356.060 Community-Wide Development Standards.

22.356.070 Zone-Specific Development Standards.

22.356.080 Area-Specific Development Standards.

22.356.090 Modification of Development Standards.

22.356.010 Purpose.

The Pearblossom Community Standards District ("CSD") is established to implement the goals and policies of the Antelope Valley Area Plan. The Pearblossom CSD improves the quality of life in this community by preserving, protecting, and

enhancing its rural character and maintains its unique identity that is small-town with a Modern Rustic aesthetic, which values the natural environment, and supports the artistic, creative, and resourceful spirit of the community.

22.358.020 Definitions.

The following terms are defined solely for this CSD:

Drive-through service points. Location where the first point of service occurs. The following activities are considered points of service: menu boards, service windows, gas pumps.

Drive-through stacking lanes. Spaces reserved for vehicles queuing on private property for a drive-through facility.

Gated or walled subdivision. A subdivision that includes proposed fencing or walls along its perimeter and restricted access. This definition excludes perimeter fencing for individual lots. A fence along one side of the subdivision does not constitute a gated or walled subdivision.

Hand-painted wall sign. A sign advertising a business or product that is painted directly on a building wall. A mural is not considered a hand-painted wall sign.

Perimeter fencing. Fencing placed along a property line or following the general boundary of a property and within a required setback on a parcel.

Residential ranch entrance signs. A freestanding sign that marks the entrance to a single-family residential or agricultural use.

Rural artifacts. Outdoor items that may include, but are not limited to farm, mining, or railroad equipment or old wagons that are displayed in a manner that adds to the intentional, framed, and organized decoration of a property.

22.356.030 District Map.

The boundaries of this CSD are shown on Figure 22.356-A: Pearblossom CSD Boundary, at the end of this Chapter.

22.356.040 Applicability.

In conjunction with Section 22.300.020 (Application of Community Standards Districts to Property), this Chapter shall apply to any application for development, expansion, or change of use requiring Regional Planning approval after [effective ordinance date]. For expansion of an existing legally established use, as of [effective ordinance date], this Chapter shall only apply to the new expansion portion and not to existing development.

22.356.050 Application and Review Procedures.

In addition to other applicable provisions of Title 21 (Subdivisions) and this Title 22 of the County Code, notices of applications where a discretionary land-use permit subject to Type II (Chapter 22.228), Type III (Chapter 22.230), or Type IV (Chapter 22.232) review is required shall be mailed to all owners of property located within a 1,500-foot radius of the exterior boundaries of the subject property.

22.356.060 Community-Wide Development Standards.

A. Alcoholic Beverage Sales. No business newly engaged in the sale of alcoholic beverages for off-site consumption shall be located within 1,000 feet of any

parcel containing an existing legally established public school, or place used exclusively for religious worship.

B. Highway and Local Streets.

1. Highway Standards.

a. Routes shown on the County Highway Plan within the boundaries of this CSD shall use the alternate rural highway standards, except for locations where existing infrastructure or commercial and pedestrian traffic patterns are such that Public Works or Caltrans determines that curbs, gutters, and sidewalks are necessary for safety reasons or to provide pedestrian access compliant with the federal Americans with Disabilities Act;

b. Encroachments into the highway right-of-way are prohibited unless an encroachment permit is granted by Public Works, where Public Works will consider the potential impact that the encroachment will have on safe use of the highway right-of-way for temporary vehicle parking, pedestrian and equestrian movement, and ensure, to the maximum extent feasible, that the highway right-of-way shall be clear of all obstructions including landscape, trees, and other structures, which block safe pedestrian and equestrian movement on the highway right-of-way; and

c. If the vehicular right-of-way is not coterminous with the boundaries of the highway right-of-way, driveways may be permitted with an encroachment permit granted by Public Works into the highway right-of-way from a property line to provide access from that property to the vehicular right-of-way or paved

highway. Such driveways shall be constructed with a non-slip surface, such as rough-broomed concrete.

2. Local Street Standards. The following standards shall apply to all local streets maintained by Public Works within this CSD:

a. Local streets shall use the inverted shoulder cross-section and shall have a paved width of 28 feet, except for locations where additional pavement is required for geometric improvements by Public Works or where commercial, industrial, or institutional uses necessitate alternate designs, as determined by Public Works. This 28-foot width excludes any inverted shoulders or concrete flowlines;

b. New curbs, gutters, and sidewalks are prohibited unless deemed necessary for the safety of pedestrian and vehicular traffic by Public Works;

c. The encroachment and driveway provisions in Subsections B.1.b and B.1.c (Highway Standards) above for highway rights-of-way, shall also apply to local streets; and

d. Cul-de-sacs shall be prohibited.

C. Multiuse Trails (Equestrian, Hiking, and Mountain Biking). All new subdivisions shall contain trails in accordance with the Trails Plan of the Antelope Valley Area Plan ("Trails Plan"). Conditions of approval for new subdivisions shall require that multiuse trail easements be dedicated to the County and that trail construction be completed by the subdivider and approved by Parks and Recreation prior to the recordation of the final map for the subdivision.

1. Trail Standards. Trails built pursuant to this Subsection shall satisfy the following minimum standards:

a. Feeder Routes. To the greatest extent possible, and without requiring off-site land acquisitions by the subdivider, feeder routes shall be provided from every new subdivision to a main trails network shown on the Trails Plan; and

b. Multi-purpose Use. The trails shall be designed to accommodate equestrian, hiking, and mountain bike uses with clear line-of-sight.

2. Trail Maintenance. When trails and feeder routes are not required to be maintained by Parks and Recreation, the conditions of approval for new subdivisions shall require that said trails be maintained, subject to approval by Parks and Recreation, either by a homeowner's association, as stipulated within the Declaration of Covenants, Conditions, and Restrictions (CC&Rs) or by a special district. If a special district is used, such district shall be an entity established as an assessment district pursuant to the Landscaping and Lighting Act of 1972, Sections 22500 et seq. of the California Streets and Highways Code (Landscaping and Lighting Act District), or it shall be some other entity capable of assessing and collecting trail maintenance fees from the owners of the lots in the new subdivision.

3. Alternative Trail Proposal. If it is infeasible for a subdivider to provide trails in accordance with the Trails Plan, alternative trail alignment proposals may be substituted. The alternative trail proposal shall be approved by Parks and Recreation and be connected, to the greatest extent possible, to a network of proposed, existing or feeder trails.

D. Preservation of Vegetation.

1. Applicability. The standard described in this Subsection is applicable to lots that are two gross acres or greater in size.
2. Disturbance of areas with vegetation shall require a Minor Conditional Use Permit (Chapter 22.160) where the cumulative area of ground disturbed, including but not limited to grading, blading, discing, excavating, or scraping is greater than 25,000 square feet; or a Conditional Use Permit (Chapter 22.158) where the area of ground disturbed is greater than 40,000 square feet, up to 70 percent of the gross acreage of the lot, as shown below in Table 22.356.060-A.

Table 22.356.060-A: Required Permits by Amount of Ground Disturbance of Areas with Vegetation	
Type of Permit	Ground Disturbance Threshold (square feet)
Minor Conditional Use	25,000
Conditional Use	40,000

3. Cumulative ground disturbance of areas with vegetation shall not exceed 70 percent of the total gross acreage of any property.
4. The following materials are required for both Minor Conditional Use Permit (Chapter 22.160) and Conditional Use Permit (Chapter 22.158) applications:
 - a. A detailed project description, outlining the reason for the proposed ground disturbance of areas with vegetation and the planned use of the property.

b. A plan identifying the location and approximate acreage of all existing and proposed areas with vegetation that will be disturbed or restored on the property. The plan shall also generally describe the type and condition of all vegetation on the property. The landscape plan shall indicate the type and approximate acreage of all existing areas with vegetation proposed to be removed as part of the project and how those removals will be mitigated with revegetation, to the satisfaction of the Department, and in consultation with the County Biologist.

c. Fuel modification plans or grading plans shall also be submitted, upon request by the Department; and

d. In addition to filing fees specified in Chapter 22.250 (Applications, Petitions, and Fees), the applicant shall submit a fee for review by the County Biologist.

5. Additional Findings for Minor Conditional Use and Conditional Use Permits. In addition to substantiating the findings listed in Sections 22.160.050 and 22.158.050 (Findings and Decision), the applicant shall also substantiate the following:

a. Development plans shall emphasize minimal ground disturbance and the protection of native plants, grasses, shrubs, and trees that intercept, hold, and more slowly release rainfall than bare earth surfaces. Where feasible, development plans shall emphasize the revegetation of previously disturbed areas with native vegetation. Stands of native vegetation and mature trees are preserved or expanded to the greatest extent possible; and

b. The design of the project, including structures used to house animals, such as stables and arenas, shall not create erosion or flooding potential that would cause a safety hazard to structures or off-site properties, as determined by Public Works.

6. Exemptions. The following cases of ground disturbance of areas with vegetation, are exempt from this Subsection:

a. Ground disturbance, including the removal or reduction of areas with vegetation, for the purpose of complying with County regulations relating to brush clearance for fire safety. This exception includes not only required vegetation control around structures, but also the creation and maintenance by a public agency of firebreaks used to control the spread of fire;

b. Ground disturbance, on publicly owned rights-of-way for roads, highways, flood control projects, or other similar or related uses; and

c. Work performed under a permit issued to control erosion or flood hazards.

E. Property Maintenance.

1. Graffiti. All structures, walls, and fences open to public view shall remain free of graffiti. In the event graffiti occurs, the property owner shall remove or cover the graffiti within fourteen calendar days of such occurrence, weather permitting.

2. Rural Artifacts. Rural artifacts are exempt from the minimum required yard setback requirements provided they are at least five feet from all property

lines, a maximum height of up to six feet, and maintained in good condition. They should not occupy more than 400 square feet of the property, nor shall they create a public nuisance or pose a safety hazard.

F. Signs.

1. All sign requirements of Chapter 22.114 (Signs) and all applicable provisions of Chapter 22.80 (Rural Outdoor Lighting District) shall also apply to the signage within this CSD, except as otherwise provided for or modified by this Subsection.

2. External Lighting. Lighting for signage shall utilize externally mounted light fixtures designed to focus all light downward directly onto the sign, illuminating only the intended area with no light trespass beyond the sign area in accordance with Section 22.80.080 (Additional Standards for Signs). Lighting shall be compatible with the Modern Rustic aesthetic described in Subsection 22.356.070.B.1 below.

3. Prohibited Signs. In addition to those prohibited by Section 22.114.040 (Prohibited Signs Designated), also prohibited within this CSD are:

- a. Internally Illuminated Signs;
- b. Outdoor Advertising Signs (Billboards); and
- c. Digital and Electronic Signs. Existing signs shall not be converted to a digital or electronic billboard sign. Digital and electronic signs include any internally or externally illuminated sign that utilizes digital message technology capable of instantaneously changing the static message or copy on the sign electronically.

4. Wall murals do not constitute a sign and shall be allowed.

G. Streetlights. Streetlights shall be provided in accordance with the applicable provisions of Chapter 22.80 (Rural Outdoor Lighting District).

1. Where installed, streetlights shall utilize the cut-off "Mission Bell" design or equivalent fixture which prevents light trespass into adjacent Open Space, Residential, and Agricultural-zoned properties.

2. Streetlights shall be compatible with the Modern Rustic aesthetic described in Subsection 22.356.070.B.1 below.

H. Subdivisions.

1. Gated or walled subdivisions are prohibited.

2. Utilities. All wires and cables that provide utility services, including telephone, television, electricity, and similar services shall be placed underground.

3. All new streets shall be accessible to the public, and connect internally and externally to the existing street, alley, and path network.

I. Wireless Communications Facilities. Ground-mounted antennas and monopoles shall enhance the community's rural character. Wireless communication facilities that are decorated with the town name or other design elements shall not be considered a Community Identification Sign (Subsection 22.114.200.A).

22.356.070 Zone-Specific Development Standards.

A. Residential and Agricultural Zones.

1. Distance Between Buildings.

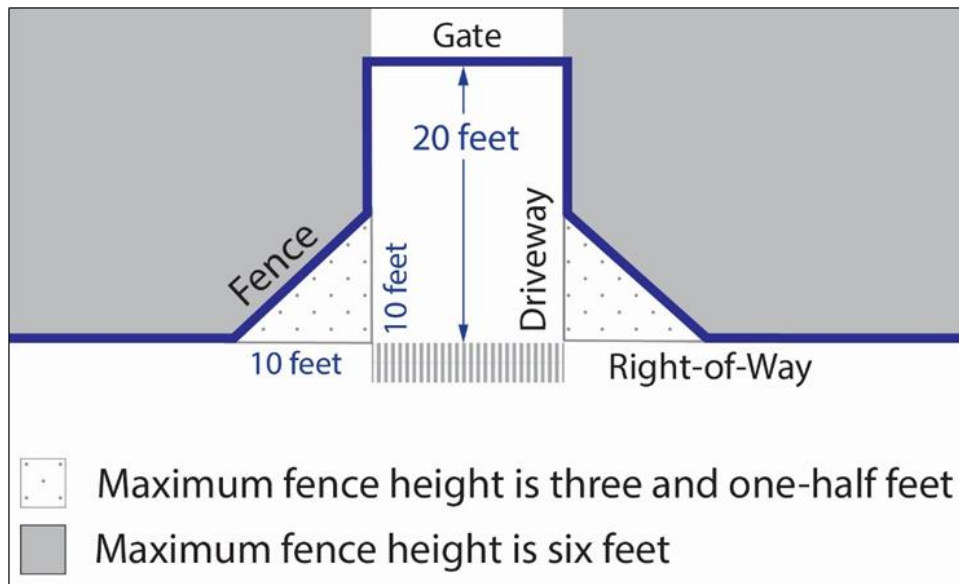
a. Distance Between Main Buildings. Notwithstanding Subsection 22.110.050.A.1, a minimum distance of 20 feet shall be required in development projects that have five or more dwelling units, including mixed use developments, between all main residential buildings on the same lot.

b. Distance Between Accessory and Main Buildings. Notwithstanding Subsection 22.110.050.A.2, and except where a greater distance is required, a minimum distance of 10 feet shall be required in development projects that have five or more dwelling units, including mixed use developments, between any main residential building and any accessory building on the same lot.

2. Fences and Walls. Notwithstanding the provisions listed in Section 22.110.070 (Fences and Walls), fences and walls may be erected and maintained in required yards subject to the following requirements and in accordance with Public Works:

a. Front Yards. As shown in Figure 22.356.070-A, fences, walls, and landscape used as fences or walls within a required front yard setback may be permitted up to a maximum height of six feet when located 10 feet or more from the driveway. When located less than 10 feet from the driveway, fences and walls shall be a maximum of three and one-half feet in height.

FIGURE 22.356.070-A. LOCATION OF FENCES, WALLS, AND GATES IN THE FRONT YARD



b. Interior Side and Rear Yards. Fences and walls within a required interior side yard or rear yard shall not exceed eight feet in height, provided that on the street or highway side of a corner lot such fence or wall shall be subject to the same requirements as for a corner side yard.

c. Corner Side Yards. Fences and walls within a required corner side yard shall be limited to eight feet in height when located five feet or more from the right-of-way line toward the property, and three and one-half feet in height when located less than five feet from the right-of-way.

d. Reversed Corner Side Yards. Fences and walls within a required reversed corner side yard shall be limited to eight feet in height when located 10 feet or more from the right-of-way line toward the property, and three and one-half feet in height when located less than ten feet from the right-of way.

3. Personal Vehicles. Pickup trucks and vehicles under 10,000 pounds Gross Vehicle Weight, including those with dual rear tires, which are used as personal vehicles by on-site residents shall be considered personal vehicles and shall be allowed to park in the same areas as passenger vehicles.

4. Property Maintenance.

a. Cargo Shipping Containers as Accessory Storage.

Notwithstanding Section 22.140.150 (Cargo Shipping Containers), non-habitable cargo shipping containers for the purpose of storage shall be permitted as an accessory residential use in the R-A, A-1, and A-2 Zones in the quantities identified in Table 22.356.070-A, below, provided the following development standards are met:

Table 22.356.070-A: Cargo Shipping Containers as Accessory Storage		
Gross Acreage of Lot	Maximum Total Linear Feet of Cargo Shipping Container Allowed	Maximum Number Permitted
0 to < ½	20	2
1/2 to < 1	40	2
1 to < 2 ½	80	2
2 ½ to < 5	80	4
≥ 5	160	4

i. Location. Cargo shipping containers are prohibited in any required yard.

ii. Placement and Separation. Cargo shipping containers shall not be stacked upon each other and may be placed next to another cargo shipping container with no separation in between them.

iii. Design. Cargo shipping containers shall be painted and shall not display any commercial images or lettering on their sides, except for images or lettering providing safety information related to the contents stored within, or otherwise required by the County Code, or any other applicable federal, state, or local regulation.

iv. Screening. All cargo shipping containers shall be screened to obscure view of the cargo shipping container from outside of the subject lot on all sides by landscape, existing structures, or painting. Where landscape is used as screening, it shall include trees, shrubs, and other plant material that can screen the cargo shipping container. The required landscape shall consist of drought-tolerant trees from the Southeast Antelope Valley Native Plant List on file with the Department, or other drought-tolerant, noninvasive tree species when native trees are not available. Existing trees and native vegetation originally on site that are preserved may be included in this landscape screening requirement.

v. Safety and Maintenance. All cargo shipping containers shall be kept in a state of good repair, and any landscape used as screening shall be kept properly maintained.

b. Onsite Materials Storage Area. The storage of materials in outdoor areas incidental to the primary use of the property, including salvage materials

that are used for art projects, hobbies, or other uses on the property, shall be allowed in R-A, A-1, and A-2 zones subject to the following conditions:

- i. Location. The onsite materials storage area is prohibited in any required yard.
- ii. Size and Separation. The onsite materials storage area shall be contiguous and not exceed 400 square feet.
- iii. Height. The onsite materials storage area shall not exceed six feet in height.
- iv. Screening. Screening shall obscure view of the onsite materials storage area from adjacent public and private streets, walkways, and residences at the same elevation. Screening may include the following:
 - (1) Existing structures
 - (2) Existing trees and vegetation
 - (3) Landscape
 - (4) Walls
 - (5) Fences, such as chain-link fences with embedded plastic or PVC strips, or with privacy netting
- v. Maintenance of screening. All screening shall be maintained in good condition.
- vi. Landscape. Where landscape is used as screening, it shall include trees, shrubs, and other plant materials from the Southeast Antelope Valley Native Plant List on file with the Department, or other drought-tolerant,

noninvasive plant species when native plants are not available. Existing vegetation originally on site that is preserved may be included in this landscape screening requirement.

vii. The onsite materials storage area shall not be covered by a roof.

viii. The onsite materials storage area shall comply with all regulations, laws, and ordinances of the County including but not limited to requirements of the departments of Public Works, Fire, and Public Health.

5. Residential Ranch Entrance Signs.

a. One residential ranch entrance sign is permitted per parcel in Residential and Agricultural Zones with an additional sign for lots with frontages greater than 200 feet.

b. The maximum sign area for each residential ranch entrance sign shall be 50 square feet per sign face, with a maximum of two sign faces permitted;

c. The maximum height for a residential ranch entrance sign shall be 20 feet measured from natural grade at the base of the sign; and

d. Residential ranch entrance signs shall comply with all requirements of Title 32 (Fire Code) of the County Code, including requirements pertaining to fire apparatus access roads.

6. Subdivisions.

a. Required Area. New lots shall have a minimum lot area of two gross acres. Density-controlled development shall be prohibited.

b. Where a subdivision is developed with five or more dwelling units, open space shall be provided at a ratio of not less than 300 square feet per dwelling unit.

c. At least 50 percent of the required open space shall be clustered in one common area with dimensions of at least 15 feet by 25 feet. Such common area shall include recreational amenities accessible to and useable by all building occupants and may include a required yard or any portion thereof, provided that such yard or portion thereof is landscaped or designed as a trail.

B. Rural, Commercial, and Industrial Zones.

1. Aesthetic: Modern Rustic.

a. Building Materials. Except where prohibited by federal and State laws, and Title 26 (Building Code) of the County Code, commercial developments and mixed-use developments that include commercial uses, street-facing building frontage shall have at least 65 percent of the surface area covered by any three building materials listed below in this Subsection to achieve the Modern Rustic aesthetic:

i. Real wood: unpainted; stained; reclaimed; burnt; and oiled.

ii. Steel: weathered; Corten natural finishes; or coated with rusty primer, flat black or grey paint.

iii. Natural stone

iv. Brick: clay or compressed earth (excludes concrete masonry units)

v. Glass: textured or frosted

b. Lighting shall be provided in accordance with the applicable provisions of Chapter 22.80 (Rural Outdoor Lighting District) and Subsection 22.356.060.E.2 (Signs, External Lighting).

c. Signs shall be hand-painted or shall be made of at least one material from the Modern Rustic building materials list in Subsection B.1.a above. Plastic signs shall be prohibited.

d. Trash enclosures shall be compatible with the Modern Rustic aesthetic and shall be constructed from two materials from the Modern Rustic building materials list in Subsection B.1.a above.

2. Amenities. For commercial developments and mixed-use or industrial developments that include commercial uses, trash receptacles are required. The required trash receptacles shall be compatible with the Modern Rustic aesthetic and shall be constructed from one material from the Modern Rustic building materials list in Subsection B.1.a above. In addition, at least two of the following pedestrian amenities shall be provided within the subject property:

- a. Benches
- b. Breezeways
- c. Community Bulletin Boards
- d. Drinking Fountains
- e. Landscaped Trellises
- f. Plazas

g. Trails

3. Building Maximum Floor Area.

a. In Rural and Commercial Zones, building maximum floor area shall be 15,000 square feet per structure.

b. In Industrial Zones, building maximum floor area shall be 25,000 square feet per structure.

4. Distance Between Buildings.

a. Distance Between Main Buildings. Notwithstanding Subsection 22.110.050.A.1, a minimum distance of 20 feet shall be required in commercial and industrial developments, including mixed use developments, between all main buildings on the same lot.

b. Distance Between Accessory and Main Buildings. Notwithstanding Subsection 22.110.050.A.2. except where a greater distance is required, a minimum distance of 15 feet shall be required in commercial and industrial developments, including mixed use developments, between any main building and any accessory building on the same lot.

5. Drive-Through Facilities.

a. New drive-through facilities established as part of a restaurant or other eating establishment shall not be located on a parcel that is within 300 feet of the highway right-of-way of Pearblossom Highway (CA-138).

b. New drive-through facilities established as part of a restaurant or other eating establishment shall require a Conditional Use Permit (Chapter 22.158).

c. The location of the drive-through area, including cashier microphone, speakers, and drive-through lane, shall be located at least 25 feet from the property line of any adjoining Residential and Agricultural-zoned lots, and speakers and lighted menus shall be oriented away from such lots.

d. Hours of operation for the drive-through area shall open no earlier than 5:00 a.m. and close no later than 11:00 p.m.

e. Conditional Use Permit Materials. In addition to the development standards listed in Section 22.158.040 (Development Standards), applications for Conditional Use Permits to allow drive-through facilities shall include but not be limited to the following:

i. A site plan showing the location and dimensions of the following:

- (1) Driveways;
- (2) Drive-through stacking lane, including lane markings;
- (3) Service points (including menu boards and service windows); and
- (4) Communications systems, access aisles, and other associated facilities

ii. An on-site stacking plan to be reviewed by Public Works.

iii. Development standards.

(1) Buffer. Any lot that adjoins a Residential and Agricultural-zoned lot shall have a buffer along the entire length of that adjoining property line. The buffer shall consist of a minimum six-foot high solid cement masonry block wall placed along the adjoining property line to reduce noise trespass from the drive-through area.

(2) Screening. The setback area shall be screened with 15-gallon, drought-tolerant trees, spaced 15 feet apart, from the Southeast Antelope Valley Native Plant List on file with the Department, or other drought-tolerant, noninvasive tree species when native trees are not available. The landscape screening shall be maintained with regular pruning, weeding, fertilizing, litter removal, and replacement of plants as necessary. Existing trees preserved on site may be included to fulfill the landscape screening requirement for this Subsection.

(3) Trash enclosure. The solid waste and recycling bins shall be enclosed by a wall measuring at least five feet tall, but not more than six feet tall; shall have solid doors; shall be compatible with the Modern Rustic aesthetic of the primary building; and shall be constructed from two materials from the Modern Rustic building materials list in Subsection B.1.a above.

6. Height.

a. Excluded from height restrictions are chimneys, rooftop antennas, rooftop mechanical equipment, structure-mounted renewable energy systems, non-habitable structures used in surface mining operations, and wireless facilities.

b. In Rural and Commercial Zones, structures shall not exceed a maximum height of 30 feet.

c. In Industrial Zones, structures shall not exceed a maximum height of 25 feet.

d. Structures that exceed height restrictions shall require a Conditional Use Permit (Chapter 22.158) application.

7. Landscape. The required landscape shall consist of drought-tolerant trees, shrubs, and groundcovers from the Southeast Antelope Valley Native Plant List on file with the Department, or other drought-tolerant, noninvasive plant species when native plants are not available. Existing trees and native vegetation originally on site that are preserved may be included in this landscape requirement.

a. General Requirements.

i. All lots less than one acre shall have a minimum of 10 percent landscape.

ii. All lots one acre and greater shall have a minimum of 20 percent landscape.

b. Buffer.

i. Rural, Commercial, and Industrial Zoned lots that adjoin any Residential or Agricultural-zoned lots shall include a landscaped area of at least 25 feet in width, as measured from the side lot line adjoining said Residential or Agricultural-zoned property.

ii. This landscape buffer requirement shall not be counted toward the general landscape requirement set forth in this Subsection.

c. Parking Lots.

i. Except for carport, rooftop, and interior parking, proposed parking lots with 15 or more parking spaces shall have a minimum of five percent of the gross area of the parking lot landscaped.

ii. The landscape shall be distributed throughout the parking lot to maximize its aesthetic effect and the parking lot's compatibility with adjoining uses.

iii. Where appropriate, all areas of the parking lot not used for vehicle parking, vehicle maneuvering, or pedestrian movement or activity, shall be landscaped.

iv. This landscape may be part of the shade plan required by Section 22.126.030 (Tree Requirements) but shall not be counted toward the general landscape requirement set forth in this Subsection.

8. Paving.

a. Notwithstanding Section 22.112.080 (Parking Design), access to parking spaces is from a highway, street, or alley which is paved with

asphaltic or concrete surfacing, such parking areas, as well as the maneuvering areas and driveways used for access thereby, shall be paved with pervious materials, unless other materials are deemed necessary for the safety of pedestrian and vehicular traffic by Public Works.

b. Pedestrian pathways shall be marked with pervious pavers, or stone set in pervious gravel.

c. Striping. Where paint striping is not possible, each parking space shall be marked with a wheel stop made of composite lumber or an alternative material.

9. Signs.

a. Roof and Freestanding Business Signs.

i. Frontage. Notwithstanding Section 22.114.120 (Roof and Freestanding Business Signs), roof and freestanding business signs shall be permitted on any developed lot along any street or highway frontage.

ii. Freestanding signs shall be limited to 20 feet in height and measured from the natural grade at the base of the sign and shall not display more than two sign faces.

iii. Both roof and freestanding signs shall have a maximum area of 50 square feet for each sign face where permitted.

b. Wall Business Signs. Each business establishment in a Rural, Commercial, or Industrial Zone fronting on and/or oriented toward one or more public street, highway, or parkway shall have a maximum sign area of 50 square feet,

provided it is not a hand-painted wall sign subject to the standard described in Subsection B.9.c below. No wall business sign attached to a building shall extend above the building wall.

c. Hand-painted Wall Signs.

i. Businesses are permitted to have hand-painted wall signs with a maximum sign area of 100 square feet per each wall face, in addition to one wall business sign.

ii. Notwithstanding Section 22.114.110 (Wall Business Signs), hand-painted wall signs may be painted on a maximum of three walls of a building regardless of whether the wall has an entrance or not.

iii. A hand-painted wall sign is not a mural.

10. Subdivisions.

a. Required Area. New lots shall have a minimum lot area of one gross acre.

b. Cul-de-sacs shall be prohibited in new developments.

11. Wall and Screening Requirements. Automobile dismantling; junk and salvage; metal plating; outdoor storage as primary use; recycling processing facilities; scrap metal yards; and truck and recreational vehicle service, storage, rental, and sales shall provide a solid wall or view-obscuring fence of at least eight feet in height in compliance with Subsection 22.140.430.C.2 (Outdoor Storage, Fences and Walls) along all street frontages to obscure view of operations.

a. The setback area shall be screened with 15-gallon, drought-tolerant trees, spaced 15 feet apart, from the Southeast Antelope Valley Native Plant List on file with the Department, or other drought-tolerant, noninvasive tree species when native trees are not available.

b. The landscape screening shall be maintained with regular pruning, weeding, fertilizing, litter removal, and replacement of plants as necessary.

c. Existing trees preserved on site may be included to fulfill the landscape screening requirement for this Subsection.

22.356.080 Area-Specific Development Standards.

A. The Blossom Community Corridor

1. Purpose. This Corridor is established to preserve, protect, and enhance the small-town, Modern Rustic aesthetic of commercial development along Pearblossom Highway, and to promote future development that is consistent with the community's artistic, creative, and rural character.

2. Applicability. The standards contained in this Subsection shall apply within the boundaries of the Area shown on Figure 22.356-B: The Blossom Community Corridor, at the end of this Chapter, to the following:

a. Any application for a new Commercial or Industrial development;

b. Renovations in cases where more than 50 percent of the existing exterior walls are cumulatively removed, demolished, or rebuilt;

c. The new expansion portion of an existing development; and

d. Change of use.

3. This Subsection shall not apply to existing developments.

4. Metal plating; recreational vehicle sales and rentals; truck sales, rentals, and storage, including incidental repair; and truck storage shall be prohibited on parcels that are located within 500 feet of the highway right-of-way of Pearblossom Highway (CA-138).

5. Landscape. The setback area shall be landscaped with no less than one 5-gallon tree for every 20 linear feet of street frontage. The remaining area shall additionally be landscaped with drought-tolerant shrubs and groundcovers from the Southeast Antelope Valley Native Plant List on file with the Department, or other drought-tolerant, noninvasive plant species when native plants are not available. Existing trees and native vegetation originally on site that are preserved may be included in this landscape requirement.

a. The landscape shall be maintained in a healthy condition with appropriate watering, pruning, weeding, fertilizing, and litter removal. This landscaped area shall be verified on a landscape plan submitted to the Department.

b. Trees shall be planted in locations that maintain the required lines of sight for safe pedestrian and vehicular movement to the satisfaction of Public Works.

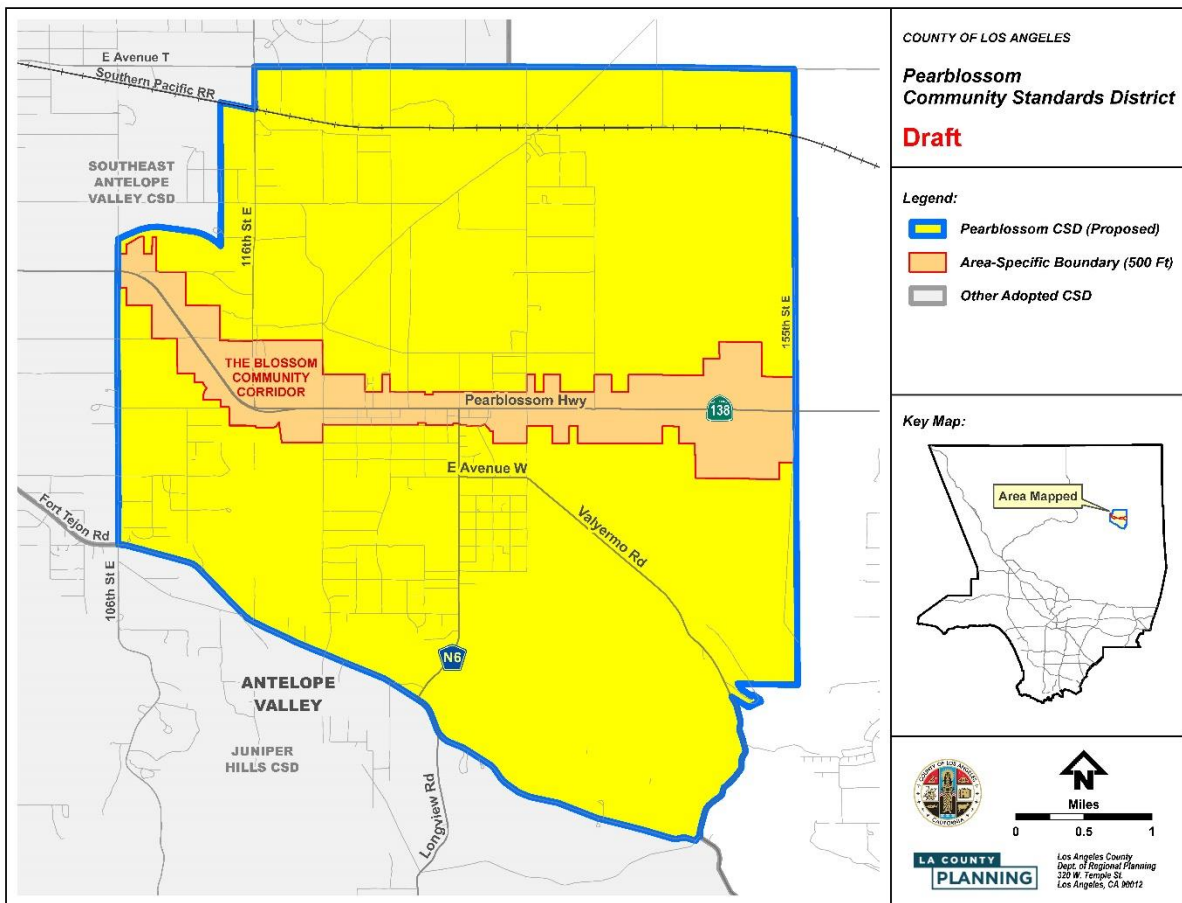
c. Trees planted near buildings or fire lanes shall be placed in locations that do not adversely impact Fire Department operations or response times, to the satisfaction of the Fire Department.

22.356.090 Modification of Development Standards.

A. Modifications to any standards in this Chapter are subject to a Conditional Use Permit (Chapter 22.158) application unless otherwise specified, and shall be subject to additional findings:

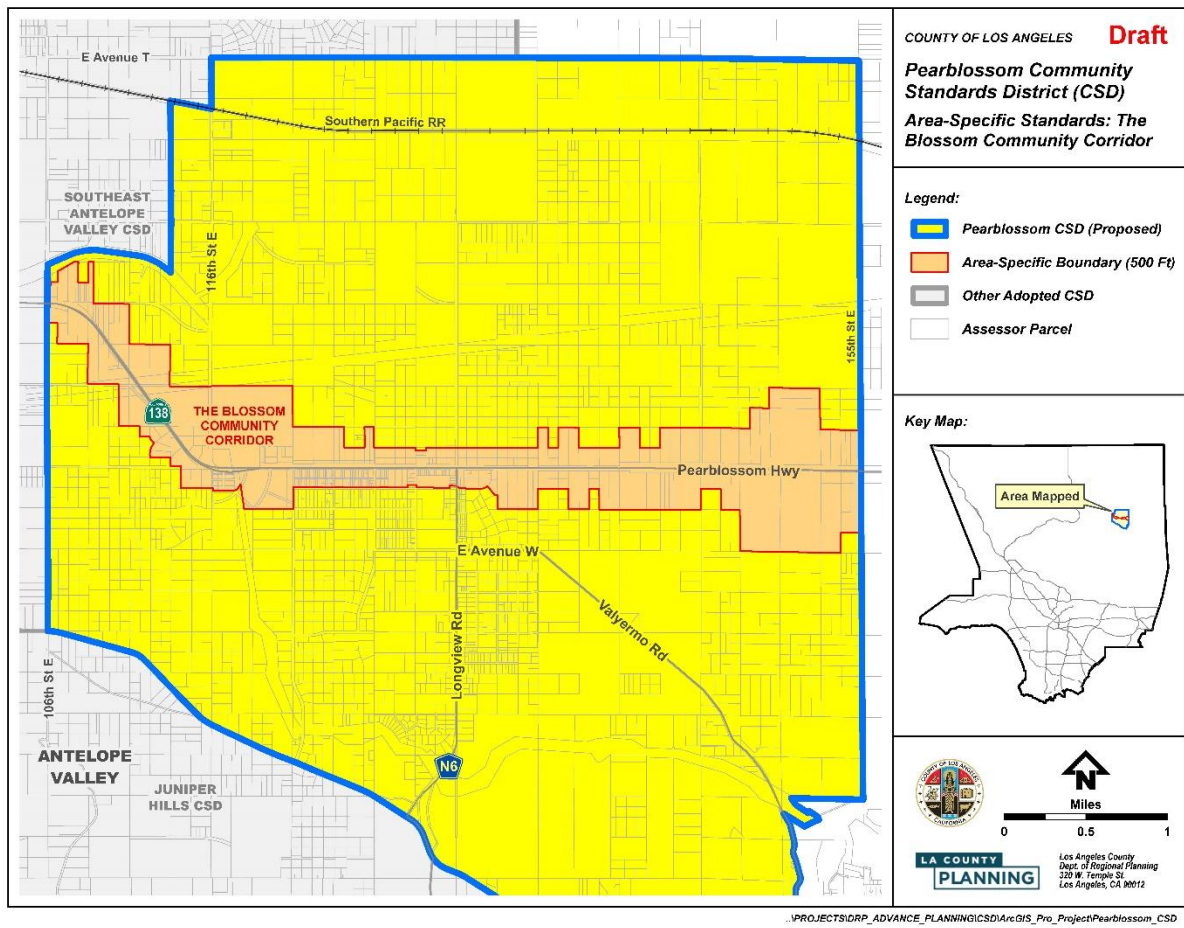
1. The application of these standards would result in practical difficulties or unnecessary hardships inconsistent with the purpose of this CSD; or
2. There are exceptional circumstances or conditions that are uniquely applicable to the subject property or to the intended development of the subject property that do not apply to other properties within the area governed by this CSD.

Figure 22.356-A: PEARBLOSSOM CSD BOUNDARY



...PROJECTSIDRP_ADVANCE_PLANNING\GIS\Pro_Project\Pearblossom_CSD

Figure 22.356-B: THE BLOSSOM COMMUNITY CORRIDOR



PROPOSED ENVIRONMENTAL DETERMINATION

DETERMINATION DATE: July 26, 2022
 PROJECT NUMBER: 2019-003978-(5)
 PERMIT NUMBER(S): ADVANCE PLANNING CASE NO. RPPL2019002601
 SUPERVISORIAL DISTRICT: 5
 PROJECT LOCATION: The community of Pearblossom,
 Antelope Valley Planning Area

 CASE PLANNER: Caroline Chen, Regional Planner
 cchen@planning.lacounty.gov

The County of Los Angeles ("County") completed an initial review for the above-mentioned project. Based on examination of the project proposal and the supporting information included in the application, the County proposes that an Exemption is the appropriate environmental documentation under the California Environmental Quality Act ("CEQA"). The project qualifies as Class 1, 2, 3, 4, 7, 8, 11, 20, and 21 Categorical Exemption under State CEQA Guidelines Sections 15301, 15302, 15303, 15304, 15307, 15308, 15311, 15320, and 15321 as classes of projects which do not have a significant effect on the environment. The standards proposed as part of this project provide more regulation of certain accessory uses, clarify and align landscaping requirements with the rural commercial zoning classification for the area, and apply additional commercial and industrial design standards. None of the standards will introduce new land uses to the existing zones. All development standards are consistent with the baseline condition of the area; they are intended to promote the rural lifestyle or provide additional clarification to the existing standards. See attachments for a more detailed analysis of the project and applicable exemptions.

Attached: Notice of Exemption and Attachment

Notice of Exemption

To:

☐ Office of Planning and Research
P.O. Box 3044
Sacramento, CA 95812-3044

☐ County Clerk
County of: Los Angeles, Business Filings
12400 E. Imperial Hwy., #1201
Norwalk, CA 90650

From:

Public Agency: LA County Regional Planning
320 W. Temple Street, 13th Floor
Los Angeles, CA 90012

Project Title: _____

Project Applicant: _____

Project Location - Specific: _____

Project Location - City: _____ Project Location - County: _____

Description of Nature, Purpose and Beneficiaries of Project: _____

Name of Public Agency Approving Project: Los Angeles County Department of Regional Planning

Name of Person or Agency Carrying Out Project: _____

Exempt Status: **(check one):**

- ☐ Ministerial (Sec. 21080(b)(1); 15268);
- ☐ Declared Emergency (Sec. 21080(b)(3); 15269(a));
- ☐ Emergency Project (Sec. 21080(b)(4); 15269(b)(c));
- ☐ Categorical Exemption. State type and section number: _____
- ☐ Statutory Exemption. State code number: _____
- ☐ Exemptions for Agricultural Housing, Affordable Housing, and Residential Infill Projects. State type and section number: _____

Reasons why project is exempt: _____

Lead Agency

Contact Person: _____ Area Code/Telephone/Extension: _____

If filed by applicant:

1. Attach certified document of exemption finding.
2. Has a Notice of Exemption been filed by the public agency approving the project? ☐ Yes ☐ No

Signature: _____ Date: _____ Title: _____

☐ Signed by Lead Agency

☐ Signed by Applicant

Date Received for filing at OPR: _____

ATTACHMENT TO NOTICE OF EXEMPTION
LOS ANGELES COUNTY
PEARBLOSSOM COMMUNITY STANDARDS DISTRICT

1. Project Description

LA County Planning is undertaking the process of establishing the Pearblossom Community Standards District ("CSD"). with development standards specific to the community of Lake Los Angeles. This community, along with others in the Antelope Valley, approached LA County Planning requesting preservation of their rural lifestyle, protections for the surrounding environment, and conservation of their unique community character.

After meeting with members of the community, there was an expressed interest to add requirements to apply rural road standards; modify standards for signs; standardize new rural subdivisions; apply trail development standards; regulate the removal of vegetation; allow accessory cargo shipping containers and onsite materials storage areas in residential and agricultural zones; specify standards for fences and walls, specify standards for streetlights; specify paving requirements; specify landscape standards; specify graffiti removal guidelines; specify wireless communications tower guidelines; require community amenities for commercial and industrial developments; establish commercial and industrial design standards; display rural artifacts; clarify what constitutes a personal vehicle; and allow taller fences and walls. The community also found that additional standards are needed to limit locations where alcoholic beverage sales and drive-through facilities with food services may be located. The Pearblossom CSD committee also established the Blossom Community Corridor Area along Pearblossom Highway where metal plating; truck storage; truck sales, rentals, and storage; and recreational vehicle sales and rentals are prohibited.

The proposed Pearblossom CSD will include the abovementioned standards which will largely be more environmentally protective, more restrictive, or equal to what is currently allowed within the Zoning Code ("Title 22"). Additionally, the CSD includes standards which are predominantly accessory uses to the already-permitted primary use in the zone. No construction activities or specific developments are proposed as part of this project.

2. Description of Project Site

Pearblossom is a small rural community located in the southeastern portion of the Antelope Valley. The community is situated along Pearblossom Highway, east of Littlerock, west of Llano, south of Lake Los Angeles, and north of Juniper Hills. An attached map depicts the boundaries of the proposed Pearblossom Community Standards District.

Pearblossom is a small rural desert community that is located in the foothills of the Angeles Forest. Due to its higher elevation, it enjoys a more moderate climate than most of the other

communities in the Antelope Valley. Pearblossom has a Rural Town Center Area along Pearblossom Highway between 121st Street East and 133rd Street East. Nearly all commercial businesses and services are located on south side of Pearblossom Highway. The AVAP describes the area as “developed with a wide range of uses and a distinctly rural character, while other portions are largely undeveloped, generally not served by existing infrastructure, and subject to safety hazards, such as Seismic Zones and Flood Zones.”

The entirety of Pearblossom is located in the East Economic Opportunity Area where major infrastructure projects are being planned by state and regional agencies due to the community’s proximity to the proposed High Desert Corridor project. The whole community is also located within the Rural Outdoor Lighting District (“ROLD”) and all related standards are applicable to properties in Pearblossom. Numerous public facilities including schools, a post office, a fire station, a park, and three wildlife sanctuaries are located within the Pearblossom CSD.

Pearblossom is the site of many natural hazards. South of Pearblossom Highway, half of the community is situated in a High Fire Hazard Severity Zone while the other half is situated in a Moderate Fire Hazard Severity Zone. To the east of Pearblossom is Big Rock Creek, an alluvial fan which originate from the Angeles National Forest and spreads out between Pearblossom and the neighboring community to the east, Llano, stretching northward towards Lake Los Angeles. Big Rock Creek is a groundwater recharge area for the Antelope Valley and a Mineral Resource Zone for the County. The Federal Emergency Management Agency designates this area, which comprises about one third of Pearblossom, a Special Flood Hazard Area (100-year [1 percent annual chance] flood area). A smaller 500-year flood hazard area (0.2 percent annual chance of flood) is found in western portion of the CSD. The active San Andreas Fault appears in two places within the Pearblossom CSD: on the western edge of the Pearblossom CSD just south of Pearblossom Highway, and a more extensive stretch that is just outside the southern boundary the Pearblossom CSD on the other side of Fort Tejon Road; a small number of properties are located in Liquefaction and Seismic Zones. Land undisturbed by agriculture is found in two areas in Pearblossom: west of 121st Street East, and along the eastern boundary of the CSD near 155th Street East which is part of the Antelope Valley Significant Ecological Area (SEA). Joshua trees and California juniper are found throughout Pearblossom.

3. Reasons Why This Project is Exempt

The project qualifies for Class 1, Existing Facilities; Class 2, Replacement or Reconstruction; Class 3, New Construction or Conversion of Small Structures; Class 4, Minor Alterations to Land; Class 7, Actions by Regulatory Agencies for Protection of Natural Resources; Class 8, Actions by Regulatory Agencies for Protection of the Environment; Class 11, Accessory Structures; Class 20, Changes in Organization of Local Agencies; and Class 21, Enforcement Actions by Regulatory Agencies. Under the California Environmental Quality Act (“CEQA”)

Guidelines Sections 15301, 15302, 15303, 15304, 15307, 15308, 15311, 15320, and 15321 as classes of projects which do not have a significant effect on the environment.

Class 1: Section 15301, Existing Facilities

Class 1 consists of the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of existing or former use...Examples include, but are not limited to:

(c) Existing highways and streets, sidewalks, gutters, bicycle and pedestrian trails, and similar facilities...

(e) Additions to existing structures provided that the addition will not result in an increase of more than:

(1) 50 percent of the floor area of the structures before the addition, or 2,500 square feet, whichever is less;

(h) Maintenance of existing landscaping, native growth, and water supply reservoirs...

The project will not trigger new construction or alter existing buildings. The development standards will only impact new changes that are proposed to a site. For example, one development standard will exclude the addition of new outdoor advertising signs (billboards) within the community. Some new standards for signs including allowing hand-painted wall signs, prohibiting internally illuminated signs, and allowing freestanding signs on smaller commercial lots. If a drive-through for food service is proposed on a property in Pearblossom, the CSD will not allow it within 300 feet of Pearblossom Highway.

The Pearblossom CSD will include development standards that restrict the road widths and prohibit the use of curbs, gutters, and sidewalks, unless deemed necessary by the County. These standards will not impact existing roads and therefore, the project will allow for the continued operation and maintenance of existing roads.

The project proposes consideration of trail easements and alignments for all new development or subdivisions requiring a discretionary land-use permit to be consistent with the County Trails Manual and Trails Plan of the AVAP.

The project also proposes the inclusion of development standards to limit vegetation removal. The inclusion of these new standards will protect the existing landscape and natural growth on private property.

Many of the proposed standards are related to accessory uses or structures in agricultural or residential zones including cargo shipping containers, onsite materials storage areas, fencing and walls, and rural artifacts. These standards will allow existing primary uses to continue and may legalize some of the existing accessory

structures and uses that the community identified as consistent with rural lifestyle and larger agricultural lots. As these uses or structures would be added to sites with an existing primary use and do not require additional buildings or structures, they would qualify for the Class 1 Categorical Exemption.

Class 2: Section 15302, Replacement or Reconstruction

Class 2 consists of replacement or reconstruction of existing structures and facilities where the new structure will be located on the same site as the structure replaced and will have substantially the same purpose and capacity as the structure replaced, including but not limited to:

(b) Replacement of a commercial structure with a new structure of substantially the same size, purpose, and capacity.

(d) Conversion of overhead electric utility distribution system facilities to underground including connection to existing overhead electric utility distribution lines where the surface is restored to the condition existing prior to the undergrounding.

The project will not alter the current Zoning Code (Title 22) as it applies to replacement or reconstruction of structures. Development standards will be added for commercial projects and signage. However, these standards only apply when new construction or additions are proposed and will be more stringent than the existing Zoning Code allowances. Therefore, the CSD standards will qualify for the Class 2 Categorical Exemption.

The community is interested in requiring the undergrounding of utilities. This development standard may be applicable to new subdivision projects of a minimum size.

Class 3: Section 15303, New Construction or Conversion of Small Structures

Class 3 consists of construction and location of limited numbers of new, small facilities and structures; installation of small new equipment and facilities in small structures; and the conversion of existing small structures from one use to another where only minor modifications are made in the exterior of the structure...Examples of this exemption include, but are not limited to:

(a) One single-family residence, or a second dwelling unit in a residential zone...

(b) A store, motel, office, restaurant or similar structure not involving the use of significant amounts of hazardous substances, and not exceeding 2,500 square feet in floor area...

(e) Accessory (appurtenant) structures including garages, carports, patios, swimming pools, and fences.

The project will include development standards for ministerial projects such as accessory cargo storage containers, accessory onsite materials storage areas, signage, rural artifact display, personal vehicles, fences and walls, and commercial and industrial design standards. These standards would fit into this categorical exemption as they are considered small structures accessory to a residence or commercial building (signage).

The standards will also address commercial development within Blossom Community Corridor Area including freestanding signs on smaller commercial lots and prohibit impactful uses such as auto dismantling facilities and recycling processing facilities from being established in this Area. Drive-through facilities that include food services will also not be allowed on parcels within 300 feet from Pearblossom Highway, while alcoholic beverage sales will not be allowed on parcels within 1,000 feet from public schools and places of worship. In addition, new commercial and industrial developments will have to comply with new design standards, maximum building floor areas, maximum heights, and minimum distance between buildings. These standards will be more restrictive than the general code and will help to maintain lower profile buildings that use materials that match the rural environment. These new standards will maintain the existing aesthetic and character of the community.

Class 4: Section 15304, Minor Alterations to Land

Class 4 consists of minor public or private alterations in the condition of land, water, and/or vegetation which do not involve removal of healthy, mature, scenic trees except for forestry or agricultural purposes. Examples include, but are not limited to:

(b) New gardening or landscaping, including the replacement of existing conventional landscaping with water efficient or fire resistance landscaping.

This project proposes development standards to evaluate proposed removal of vegetation and encourage planting of native vegetation when the proposed vegetation removal exceeds a specific threshold. Although there are adopted ordinances that protect vegetation, this CSD would add a new layer of protection for plants in areas that may not otherwise be protected. These standards will be more environmentally protective than the current Zoning Code.

Class 7: Section 15307, Actions by Regulatory Agencies for Protection of Natural Resources

Class 7 consists of actions taken by regulatory agencies as authorized by state law or local ordinance to assure the maintenance, restoration, or enhancement of a natural resource where the regulatory process involves procedures for protection of the environment... Construction activities are not included in this exemption.

The project will include a set of development standards that will be more stringent than the existing County Code and therefore, will be more protective of the environment. The development standards will include evaluation of vegetation removal and prohibit

removal of more than 70 percent of vegetation from the total net acreage of any property. The CSD also prohibits clear-scraping of land without an approved use.

Class 8: Section 15308, Actions by Regulatory Agencies for Protection of the Environment

Class 8 consists of actions taken by regulatory agencies, as authorized by state or local ordinance, to assure the maintenance, restoration, enhancement, or protection of the enviro. Construction activities and relaxation of standards allowing environmental degradation are not included in this exemption.

The proposed project will further protect the environment and prevent environmental degradation with the addition of standards limiting expansion of roads, prohibiting new billboards, limiting vegetation removal, restricting subdivisions, and allowing existing vegetation originally on site that is preserved to count towards landscape requirements. The CSD does include guidance for trail development; however, these trails are already identified and included on the existing, adopted Antelope Valley Trails Map and the Regional Trails System, adopted as part of the General Plan. None of the proposed development standards will relax the existing code requirements or allow additional environmental degradation.

Class 11: Section 15311, Accessory Structures

Class 11 consists of construction, or placement of minor structures accessory to (appurtenant to) existing commercial, industrial, or institutional facilities, including but not limited to:

(a) On-premise signs;

(b) Small parking lots;

The CSD update will allow for painted wall signs and freestanding signs on smaller commercial lots. Internally illuminated signs and billboards will be prohibited. Standards in the CSD will require commercial and industrial parking lots to meet minimum landscape requirements.

Drive-through facilities with food service will not be allowed on parcels within 300 feet of Pearblossom Highway, while those situated at a greater distance from the Highway will be required to obtain a conditional use permit to ensure vehicles queuing will not create a potential crash hazard. Impactful uses such as auto dismantling yards and recycling processing facilities will not be allowed within the Blossom Community Corridor Area which spans the length of Pearblossom Highway and is the rural town center area. These standards are intended to help with traffic flow, increase safety, and add to the visual appeal of the Blossom Community Corridor. These standards add more restrictions, apply to accessory structures or uses on commercial and industrial properties, and do not impact the density or use of land as designated by the zone and therefore, fit within the Class 11 exemption.

Class 20: Section 15320, Changes in Organization of Local Agencies

Class 20 consists of changes in the organization or reorganization of local governmental agencies where the changes do not change the geographical area in which previously existing powers are exercised. Examples include, but are not limited to:

(a) Establishment of a subsidiary district;

This project will establish a new district with an additional layer of standards for a specific community. This community will remain within the unincorporated area of Los Angeles and will still be governed by the Board of Supervisors. This additional district will only apply specific development standards to this specified area with the intention of preserving its existing rural character, landscape, and natural vegetation.

Class 21: Section 15321, Enforcement Actions by Regulatory Agencies

Class 21 consists of:

(a) Actions by regulatory agencies to enforce or revoke a lease, permit, license, certificate, or other entitlement for use issued, adopted, or prescribed by the regulatory agency or enforcement of a law, general rule, standard, or objective, administered or adopted by the regulatory agency. Such actions include, but are not limited to, the following:

- (1) The direct referral of a violation of lease, permit, license, certificate, or entitlement for use or of a general rule, standard, or objective to the Attorney General, District Attorney, or City Attorney as appropriate, for judicial enforcement;*
- (2) The adoption of an administrative decision or order enforcing or revoking the lease, permit, license, certificate, or entitlement for use or enforcing the general rule, standard, or objective.*

This project proposes to add additional development standards to the Pearblossom community with the objective of preserving its existing character. These standards will result in more environmental protections to the area. Any violation to these rules will be enforced pursuant to Chapter 22.242 of the County Code.

4. Review of Possible Exceptions to the Categorical Exemptions

Section 15300.2 of the CEQA Guidelines identifies circumstances when a categorical exemption cannot be used. This project has been reviewed to determine if any of the conditions listed in this section might invalidate findings that the project is exempt under CEQA. None of these exceptions to the categorical exemptions are applicable:

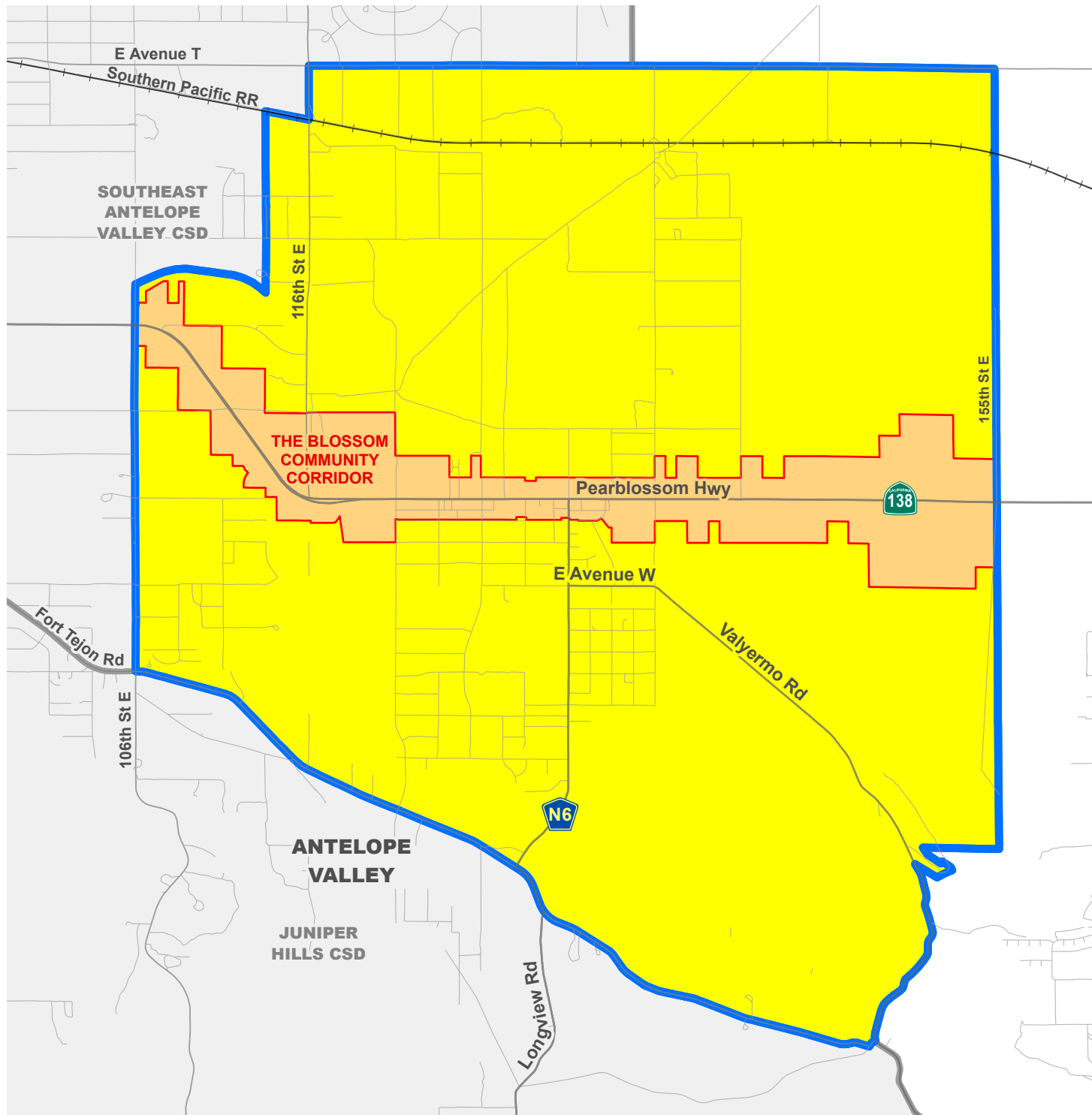
- (a) **Location:** This project qualifies for Categorical Exemptions Classes 3, 4, and 11 which each require analysis by location in order ensure that a project is not located in a particularly sensitive environment where its impacts would ordinarily be insignificant, but circumstantially would be significant. The intent of the CSD is to preserve the existing rural, low-density character of the area. Proposed standards will address accessory uses and structures in residential and agricultural zones; update the signage requirements; revise landscaping standards; and clarify commercial design; restrict subdivisions to a minimum lot size; add standards for utilities; and add vegetation protections. Additional proposed standards will address accessory uses and structures in residential and agricultural zones and provide guidelines for commercial design. Although there are properties located within the boundaries of the project that are mapped as being located within a Flood Zone, Liquefaction Zone, and SEA, none of the proposed standards will create a significant impact on the environment. Furthermore, all future development projects proposed within the area of the Pearblossom CSD will continue to be reviewed by LA County departments such as Fire, Public Health, Public Works, and Parks and Recreation to ensure compliance with LA County Code requirements. No construction activities are proposed as part of this ordinance update.
- (b) **Cumulative Impact:** The project will not have any adverse impact on the environment either individually or cumulatively since the standards included in this CSD will be more restrictive and environmentally protective than the current standards in the Zoning Code, or capture the existing operations and structures currently present and considered part of the rural lifestyle. Cargo shipping containers; onsite materials storages areas; personal vehicles under 10,000 pounds Gross Vehicle Weight; and higher fences or walls are already present in the community and are part of the baseline condition, the inclusion of standards related to these topics will not create a significant cumulative impact to the area.
- (c) **Significant Effect:** No unusual circumstances will cause this project to have a significant effect on the environment because the development standards are related to accessory uses and structures that are already present in the community or include additional limitations on signage, vegetation protections, stricter commercial design standards, standards guiding new subdivisions, the design and dedication of new trails, and the prohibition of new billboards. None of these standards will impact existing approved uses nor will they increase the density or introduce new land uses in the existing designated zones. These standards are only intended to guide future development for continuity and compatibility with the existing rural character of the area.

- (d) **Scenic Highways:** None of the highways located within the communities of Pearblossom are officially designated as state scenic highways.¹
- (e) **Hazardous Waste Sites:** The project is not located on a site which is included on any list compiled pursuant to Section 65962.5 of the Government Code. No active or open hazardous sites were identified at or adjacent to the project site.²
- (f) **Historical Resources:** No historical resources are located within the community of Pearblossom. Furthermore, any future construction projects that may be of historic significance will be evaluated when a development application is submitted and none of the standards would prevent the preservation of a historic resource as they relate to accessory uses and structures as well as commercial design standards for buildings, landscaping, parking, circulation, and signage.³

¹ Caltrans list of officially designated State Scenic Highways (from Caltrans website: <https://dot.ca.gov/programs/design/lap-landscape-architecture-and-community-livability/lap-liv-i-scenic-highways>, accessed May 18, 2022).

² EnviroStor Database <https://www.envirostor.dtsc.ca.gov/public/> and GeoTracker Database <https://geotracker.waterboards.ca.gov/>, both accessed May 18, 2022).

³ Los Angeles County Historical Landmark Database: <http://hlrc.lacounty.gov/HLRC/pdf/Registry%202020.pdf?ver=2020-06-24-172750-153>; California Historical Landmarks Database: http://ohp.parks.ca.gov/?page_id=21427; and the National Register of Historic Places: <https://www.nps.gov/subjects/nationalregister/database-research.htm>, all accessed May 18, 2022).



COUNTY OF LOS ANGELES

Pearblossom Community Standards District

Draft

Legend:

- Pearblossom CSD (Proposed)
- Area-Specific Boundary (500 Ft)
- Other Adopted CSD

Key Map:



Miles
0 0.5 1

**LA COUNTY
PLANNING**

Los Angeles County
Dept. of Regional Planning
320 W. Temple St.
Los Angeles, CA 90012

**SUMMARY OF PROCEEDINGS
REGIONAL PLANNING COMMISSION
PEARBLOSSOM COMMUNITY STANDARDS DISTRICT ORDINANCE
PROJECT NO. 2019-003978-(5)
ADVANCE PLANNING CASE NO. RPPL2019002601**

On October 19, 2022, the Regional Planning Commission (RPC) conducted a duly-noticed public hearing to consider establishing the Pearblossom Community Standards District Ordinance (Ordinance), which is an amendment to Title 22 that revises development standards specific to the community of Pearblossom to preserve its rural character. During the hearing, Regional Planning staff provided an overview of the Ordinance. Three members of the public spoke in favor of the Ordinance and one person conveyed concerns about squatters, drug addiction, trash, and cargo shipping containers in the community. Staff clarified that cargo shipping containers are allowed for accessory storage, not for habitation and affirmed that residents may call zoning enforcement to investigate if cargo shipping containers are being used for habitation.

The RPC closed the public hearing and voted unanimously to recommend approval of the Ordinance to the Board of Supervisors.

VOTE:

Concurring: Commissioners Louie, Moon, O'Connor, Hastings, and Duarte-White

Dissenting: None

Abstaining: None

Absent: None

Action Date: October 19, 2022

**RESOLUTION
COUNTY OF LOS ANGELES
REGIONAL PLANNING COMMISSION
PEARBLOSSOM COMMUNITY STANDARDS DISTRICT
PROJECT NO. 2019-003978-(5)
ADVANCE PLANNING CASE NO. RPPL2019002601**

WHEREAS, the Regional Planning Commission ("Commission") of the County of Los Angeles ("County") has conducted a duly noticed public hearing on October 19, 2022 to consider an ordinance, (the "Pearblossom Community Standards District Ordinance" or the "Ordinance") that amends Title 22 (Planning and Zoning) of the Los Angeles County Code (the "County Code") to establish the Pearblossom Community Standards District ("Pearblossom CSD" or "CSD") and associated standards; and

WHEREAS, the Commission finds as follows:

1. On June 16, 2015, the Antelope Valley Area Plan ("AVAP") was adopted by the County Board of Supervisors ("Board"), which included a requirement for a comprehensive review of all existing Community Standards Districts (CSDs) and the potential inclusion of a program to prepare and adopt new CSDs.
2. According to the AVAP, CSDs are community-specific zoning regulations that "shall be instituted only when a unique or detrimental condition exists within a community that prevents implementation of the AVAP" (Page I-11).
3. On June 13, 2018, the Antelope Valley CSD Update Program was presented to the Commission.
4. In 2018, members of the community approached the County Department of Regional Planning ("Department") with a list of potential standard topics for the Pearblossom CSD. The recommendations were reviewed by the Department and used in conjunction with community outreach activities as the basis for the proposed ordinance.
5. Pearblossom is a small rural community located in the southeastern portion of the Antelope Valley. The community is situated along Pearblossom Highway, east of the community of Littlerock, west of Llano, south Sun Village and Lake Los Angeles, and north of Juniper Hills. At an altitude of 3,050 feet above sea level, this foothill community is higher than most of the other communities in the Antelope Valley and enjoys a more moderate climate than most of the Antelope Valley. The AVAP describes the area as "developed with a wide range of uses and a distinctly rural character, while other portions are largely undeveloped, generally not served by existing

infrastructure, and subject to safety hazards, such as Seismic Zones and Flood Zones.”

6. Pearblossom has a rural town center area along Pearblossom Highway between 121st Street East and 133rd Street East. Nearly all commercial businesses and services are located on the south side of Pearblossom Highway. South of the rural town center area is the rural town area where about two dozen multifamily units are located. Most residential development in Pearblossom comprise single family residences on lots two-thirds of an acre and larger in size. Most other parcels in Pearblossom that are vacant are designated rural preserve areas. Many of the roads in the community are private and unpaved. Pearblossom is not connected to public sewer or natural gas infrastructure, and some homes have small-scale solar. Pearblossom also has a park, three gas stations, a mobile home park, an elementary school, churches, eateries, stores, a community center, a post office, and a fire station.
7. The proposed Ordinance contains standards to address the unique and rural character of Pearblossom including: fence and wall heights; clarification about personal vehicles; residential ranch entrance signs; cargo shipping containers for accessory storage; onsite materials storage areas; rural artifacts; limitation of alcoholic beverage sales near schools and places of worship; conditional use permit requirement and limitation of drive-through facilities near Pearblossom Highway; prohibitions on billboards; commercial sign standards; streetlight standards; standards for new subdivisions; preservation of vegetation; commercial and industrial design standards; wall and screening requirements; pervious paving requirements; minimum landscape standards; graffiti removal requirements; community amenities for new commercial and industrial developments; trail development standards; highway and local street standards; requirements for wireless communications facilities to enhance rural character; and Area-Specific standards for the rural town center area referred to as the Blossom Community Corridor.
8. The proposed Ordinance is consistent with and supportive of the goals and policies of the County General Plan (“General Plan”) and the AVAP, a component of the General Plan, in that it protects rural communities from incompatible design and development, allows additional rural accessory uses and structures that are already found within communities, provides additional environmental protections, and requires a higher level of consideration for the design of new development projects in the rural town center area that is situated along Pearblossom Highway.
9. Members of the Pearblossom community organized and generated a list of potential standard topics to be considered in the Pearblossom CSD. This

CSD is intended to address the requests from the community; and authorize or clarify development standards that are consistent with rural life and the larger lot sizes found in the community. Therefore, approval of the CSD will respond to the unique needs of the community; serve the interests of public health, safety, and general welfare; and conform with good zoning practice.

10. The proposed Ordinance will not increase the density or expand the list of allowed land uses within the zones. Standards address accessory uses and provide more direction for future commercial development, especially along Pearblossom Highway. Therefore, the amendment is consistent with other applicable provisions of this Title 22.
11. The Department conducted outreach for development of the proposed Ordinance by engaging local stakeholders and local advisory committees. Six working group meetings were held with community members between 2018 and 2019 to produce the Pearblossom Concept Draft for the CSD. After a hiatus resulting from the COVID-19 health emergency in the spring of 2020, staff met with the Pearblossom Town Council on November 11, 2021 to review the status of the Pearblossom CSD and provide an overview of the CSD development process. Staff collaborated with the co-chairs of the Pearblossom CSD Committee to plan and co-host 12 CSD Working Group meetings in 2022: January 20, 25, 27; February 3, 9, 15, 24; March 24, 31; April 14; May 5; and July 28. These meetings were open to the public, recorded, and posted on the project website. After releasing the public draft of the CSD, two online community meetings were held on September 8 and 20 to receive more feedback on the draft.
12. In addition to engagement with the members of the CSD committee, staff prepared a public survey to gather additional feedback from the community at large about community values and priorities as well as to gather feedback on proposed topics for the CSD. This public survey was posted in both English and Spanish on the project website; the survey was open in 2022 from January until August and had 53 respondents. For survey respondents who left contact information, staff followed up by phone to provide clarification and to gather further feedback about CSD topics.
13. Pursuant to Section 22.222.120 of the County Code, a public hearing notice was published in the local newspaper, the Antelope Valley Press, on August 29, 2022. In addition, notices were mailed to 1548 property owners and 20 addresses on the Department's courtesy list. The public hearing notice and materials were posted on the Department's project website and promoted through social media and email notifications to County stakeholders.

14. The project qualifies for a Categorical Exemption (Sections 15301, 15302, 15303, 15304, 15307, 15308, 15311, 15320, and 15321, Classes 1, 2, 3, 4, 7, 8, 11, 20, and 21) under the California Environmental Quality Act ("CEQA") (Public Resources Code, § 21000, et seq.), the State CEQA Guidelines (Title 14, Cal. Code Regs., Chapter 3, §§ 15000-15387), and the Environmental Document Reporting Procedures and Guidelines for the County.
15. On October 19, 2022, the Commission conducted a duly-noticed public hearing to consider establishing the new Pearblossom CSD. At the public hearing, three members of the public spoke in favor of the Ordinance and one person had concerns about squatters, drug addiction, trash, and cargo shipping containers in the community. Commissioner Hastings asked for clarification on whether the County has a marijuana ordinance and staff responded that the County does not yet have one. Commissioner Hastings also asked whether the CSD allows cargo shipping containers to be used for habitation. Staff noted that the CSD only allows cargo shipping containers for accessory storage, not for habitation. Residents may call zoning enforcement to investigate if cargo shipping containers are being used for habitation.

THEREFORE, BE IT RESOLVED THAT the Regional Planning Commission recommends the following to the Board of Supervisors of the County of Los Angeles:

1. That the Board find that this project is exempt from the California Environmental Quality Act; and
2. That the Board hold a public hearing to consider adopting the Ordinance that amends Title 22 of the Los Angeles County Code to establish the Pearblossom Community Standards District and associated standards; and
3. That the Board adopt the Ordinance and determine that the standards proposed in the Ordinance are consistent with the community character and surrounding area, compatible with and supportive of the goals and policies of the Los Angeles County General Plan and Antelope Valley Area Plan, in the interest of public health, safety, and general welfare and in conformity with good zoning practice, and consistent with other applicable provisions of this Title 22.

I hereby certify that the foregoing resolution was adopted by a majority of the voting members of the Commission on the County of Los Angeles on October 19, 2022.

Elida Luna

Elida Luna, Commission Secretary
County of Los Angeles
Regional Planning Commission

APPROVED AS TO FORM: OFFICE OF THE COUNTY COUNSEL

By: *Lisa Jacobs*
Lisa Jacobs,
Deputy County Counsel
County of Los Angeles

BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	3/1/2023		
BOARD MEETING DATE	4/11/2023		
SUPERVISORIAL DISTRICT AFFECTED	<input type="checkbox"/> All <input type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input type="checkbox"/> 4 th <input checked="" type="checkbox"/> 5 th		
DEPARTMENT(S)	Department of Regional Planning		
SUBJECT	Chapman Woods Community Standards District – Title 22		
PROGRAM			
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why:		
DEADLINES/ TIME CONSTRAINTS			
COST & FUNDING	Total cost: \$		Funding source:
	TERMS (if applicable):		
	Explanation:		
PURPOSE OF REQUEST	Adopt an ordinance amending Title 22 of the Los Angeles County Code to create the Chapman Woods Community Standards District.		
BACKGROUND (include internal/external issues that may exist including any related motions)	Through a motion on June 8, 2021, the Board initiated an update to the East Pasadena – East San Gabriel Community Standards District which may include the creation of a separate community standards district for the Chapman Woods community to address issues related to lot coverage, architectural style, historic resources, and if feasible, the inclusion of objective design standards for new single-family residences.		
EQUITY INDEX OR LENS WAS UTILIZED	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:		
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please state which one(s) and explain how: This project will support the Sustainability Initiative and the “Our County” Sustainability Plan by creating development standards that direct future development to use certain materials and limit building floor areas in order to avoid mansionization.		
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Kristina Kulczycki, Principal Planner 213-974-6476 kkulczycki@planning.lacounty.gov		

LOS ANGELES COUNTY DEPARTMENT OF REGIONAL PLANNING

AMY J. BODEK, AICP
Director,
Regional Planning

DAVID DE GRAZIA
Deputy Director,
Current Planning

DENNIS SLAVIN
Chief Deputy Director,
Regional Planning

JON SANABRIA
Deputy Director,
Land Use Regulations

CONNIE CHUNG, AICP
Deputy Director,
Advance Planning

JOSEPH HORVATH
Administrative Deputy,
Administration

April 11, 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:

**PUBLIC HEARING ON THE CHAPMAN WOODS
COMMUNITY STANDARDS DISTRICT
PROJECT NO. PRJ2021-003368-5
ADVANCE PLANNING CASE NO. RPPL2021009333
PROJECT LOCATION: CHAPMAN WOODS
(FIFTH SUPERVISORIAL DISTRICT) (3-VOTES)**

SUBJECT

The recommended action is to approve the Chapman Woods Community Standards District Ordinance (Ordinance). The proposed Ordinance adds new development standards to address the specific needs of the Chapman Woods community. Proposed development standards are intended to preserve the existing residential neighborhood character and prevent mansionization through incentivized setbacks, gross floor area, and building height. A project summary is included as Attachment 1, and the proposed Ordinance is included as Attachment 2.

IT IS RECOMMENDED THAT THE BOARD AFTER THE PUBLIC HEARING,

1. Find that the project is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to state and local CEQA guidelines;
2. Indicate its intent to approve the proposed Ordinance (Advance Planning Case No. RPPL2021009333), as recommended by the Regional Planning Commission (RPC); and

3. Instruct County Counsel to prepare the final documents for the Ordinance and submit them to the Board of Supervisors (Board) for its consideration.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On June 8, 2021, the Board initiated an update to the East Pasadena – East San Gabriel Community Standards District (CSD), with a focus on the Chapman Woods community. The proposed Ordinance will revise the boundaries of the East Pasadena – East San Gabriel CSD and create a new CSD for the community of Chapman Woods with the intention of preserving the existing architectural character of the area and preventing mansionization.

The proposed Ordinance includes development standards, such as setbacks, building height, and gross floor area, which relates to the scale and placement of structures. These development standards are determined based on the lot size and zone of the subject property. Next, community-wide development standards provide more generalized standards on building form, such as façade treatments, landscaping, window alignment, and lighting.

Lastly, the section on community-identified styles in the proposed Ordinance lists objective design standards for architectural styles present in the area including Ranch, French Country, Colonial, Craftsman, Tudor Revival, Spanish Revival, and Minimal Traditional. This section is completely optional; if an applicant elects to follow all the objective standards for one of the chosen architectural styles, then the project will qualify for certain incentives, such as an increase in gross floor area, reduced setbacks, and additional building height, where applicable.

On November 9, 2022, the RPC held a public hearing and voted unanimously to recommend approval of the proposed Ordinance. A summary of the RPC proceedings is included as Attachment 4. The RPC's resolution is included as Attachment 5.

Following the RPC hearing, the unintended omission of the C-2 zoned parcel in the proposed Ordinance was noted. The C-2 Zone reference has been added to Section 22.362.060.K and 22.362.070.C alongside the MXD Zone. Only one parcel within the project area is zoned C-2, and this correction will allow the existing standards from the East Pasadena – East San Gabriel CSD to carry over to the Chapman Woods CSD and continue to apply to this parcel. In addition, per the RPC's discussion on the importance of informing the public that state law supersedes local development standards, a footnote was added to the proposed Ordinance.

Implementation of Strategic Plan Goals

The proposed Ordinance supports the County's Strategic Plan Goal II: Foster Vibrant and Resilient Communities by preserving the existing architectural character of the area and incentivizing future design that aligns with the current development.

In addition, the proposed Ordinance supports Goal III: Realize Tomorrow's Government Today; Objective III.4.1 directing the Department to solicit ongoing customer feedback regarding the

customer's experience regarding accessing and/or receiving services. In addition to understanding the community's vision for development, community meetings provided a forum to share current County Code requirements and their implementation, including enforcement processes and procedures.

FISCAL IMPACT/FINANCING

Adoption of the proposed Ordinance will not result in any significant new costs to the Department of Regional Planning or other County departments and agencies.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

In addition to the public hearing conducted by RPC on November 9, 2022, a public hearing before the Board is required pursuant to Section 22.232.040.B.1 of the County Code and Section 65856 of the California Government Code. Required notice was given pursuant to the procedures and requirements set forth in Section 22.222.180 of the County Code.

ENVIRONMENTAL DOCUMENTATION

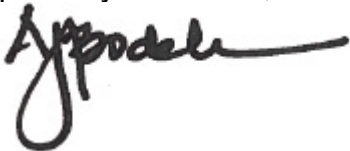
The proposed Ordinance is categorically exempt from CEQA per Sections 15301, 15303, and 15304 (Class 1, 3, and 4 Categorical Exemptions) and the County Environmental Guidelines. The Notice of Exemption is included as Attachment 3.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the proposed Ordinance will not significantly impact County services.

For further information, please contact Kristina Kulczycki, Principal Regional Planner, Community Studies North Section, at (213) 974-6476 or kkulczycki@planning.lacounty.gov.

Respectfully submitted,



AMY J. BODEK, AICP
Director of Regional Planning.

AJB:CC:MSH:KK:ar

Attachments:

1. Project Summary
2. Proposed Ordinance
3. CEQA Notice of Exemption

4. RPC Hearing Proceedings
5. RPC Resolution

c: Executive Office, Board of Supervisors
Assessor
Chief Executive Office
County Counsel
Fire Department
Parks and Recreation
Public Health
Public Works

**COUNTY OF LOS ANGELES
DEPARTMENT OF REGIONAL PLANNING**

PROJECT SUMMARY

PROJECT DESCRIPTION:	An ordinance to establish the Chapman Woods Community Standards District (CSD).
REQUEST:	Approval and adoption of the ordinance
LOCATION:	The community of Chapman Woods
STAFF CONTACT:	Kristina Kulczycki, 213-974-6476, kkulczycki@planning.lacounty.gov
RPC HEARING DATE(S):	November 9, 2022
RPC RECOMMENDATION:	Approval and recommendation to the Board to consider approval of the ordinance.
MEMBERS VOTING AYE:	Commissioners Louie, O'Connor, Moon, Hastings, and Duarte-White
MEMBERS VOTING NAY:	None
MEMBERS ABSENT:	None
MEMBERS ABSTAINING:	None
KEY ISSUES:	The ordinance will include development standards that are intended to preserve the existing residential neighborhood character and prevent mansionization such as setbacks, gross floor area, and building height.
MAJOR POINTS FOR:	The adoption of the ordinance would implement the June 8, 2021 Board motion to

update the standards for the Chapman Woods area. Goals of the ordinance include preventing mansionization, and preserving the existing neighborhood character the area through the application of residential development standards related to the maximum floor area, building height, and setbacks, as well as incentives for projects that elect to apply community identified architectural elements.

MAJOR POINTS AGAINST:

While unlikely, development standards could create unintentional nonconforming uses or structures within the boundaries of the CSD.

ORDINANCE NO. _____

An ordinance amending the Los Angeles County Code, Title 22 – Planning and Zoning, to revise the East Pasadena-East San Gabriel Community Standards District boundary and establish the Chapman Woods Community Standards District (“CSD”), which defines and establishes residential design and development standards for the unincorporated area of Chapman Woods.

The design of the Chapman Woods community is predominately twentieth-century single-family residential architectural styles and scales including, but not limited to: Ranch, French Country, Colonial, Craftsman, Tudor Revival, Spanish Revival, and Minimal Traditional styles. The goal of the Chapman Woods CSD is to promote the preservation, maintenance, and construction of residential developments that support the established architectural styles, scales, and forms that define the Chapman Woods community character, and prevent the demolition and large-scale replacement (commonly referred to as mansionization) of established residential structures and architectural forms.

The Board of Supervisors of the County of Los Angeles ordains as follows:

SECTION 1. Chapter 22.14 is hereby amended to read as follows:

22.14.010 – A.

...

Area of special flood hazard. The land within a flood plain, as identified by the Flood Insurance Rate Map (FIRM) of Los Angeles County, subject to a one percent or greater chance of flooding in any given year.

Architectural Element. Architectural design features that embody a style, design, and arrangement of general components on the exterior of any building or structure, including but not limited to building materials, textures, colors, and the style and type of all windows, doors, lights, signs, and porches.

Architectural Material. Any building material which is used for construction purposes.

Assessor. References to Assessor shall mean the County Office of the Assessor, unless otherwise specified.

...

22.14.020 – B.

...

Borrow pit. Any place on a lot where dirt, soil, clay, decomposed granite, or other similar material is removed by excavation or otherwise for any purpose other than surface mining operations, or a grading project with off-site transport.

Breezeway. A Breezeway is a vehicle pass-through connected to a residential structure, often connecting two sections of livable space

Building. A structure that has a roof supported by columns or by walls and intended for the shelter, housing or enclosure of persons, animals, belongings, or property.

...

22.14.130 – M.

...

Massage establishment. Means any premises where massage, massage services, or massage therapy are given.

Massing. The perception of the general shape, size, and form of a building, which in turn, defines both the interior space and the exterior shape of the building.

MAUCRSA. The Medical and Adult-Use Cannabis Regulation and Safety Act of 2017 (SB 94), as it may be amended from time to time.

...

22.14.160 – P.

...

Person. An individual, firm, co-partnership, joint venture, association, social club, fraternal organization, corporation, estate, trust, business trust, receiver, or syndicate. This term includes the County, any other county, city and county, municipality, district, or other political subdivision, or any other group or combination acting as a unit.

Plinth. An architectural support or base that is the lowest part or base of podium, column, pedestal, or post supporting a structure, porch, or roof overhang.

Porch (Type).

Projecting Porch. A Projecting Porch is designed to fully or partially extend beyond the predominant façade or wall plane of a residential building.

Engaged Porch. An Engaged Porch is designed to align with the predominant façade or exterior wall plane of a residential building.

Forecourt. A residential Forecourt is ground level open space and located adjacent to the Primary Façade in front of the primary entrance, often framed by the residential building walls, freestanding walls, fences, and planting areas.

Portico Porch. A Portico Porch is a subset of a Projecting Porch that features a covered and fully-enclosed porch entrance supported by columns or piers that creates a predominant massing or building form along a façade.

Stoop. A Stoop is a small staircase leading to an entrance of a residential building.

Wrap-Around Porch. A Wrap-Around Porch is a covered engaged or projecting porch connected along at least two sides of residential building.

Porte-Cochere. A porte-cochere is a covered vehicular entrance attached to a primary residence, often creating a primary entrance.

Principal use. A primary or dominant use established, or proposed to be established, on a lot.

...

22.14.190 – S.

Safety. This term means and includes a water supply for fire protection which complies with the requirements of the County Water Ordinance set out at Division 1 of [Title 20](#) (Utilities) of the County Code.

Scale. The physical and visual appearance and ratio of the built forms and size of a single structure, multiple structures, or a neighborhood in relation with other buildings and their surroundings.

Scenic highway. A highway within the California Scenic Highway System, a State-designated County scenic highway, or any scenic drive adopted as a part of the Conservation and Natural Resources Element of the County General Plan.

...

Street or highway frontage. The portion of a lot which borders a public street, highway, or parkway, measured along the common lot line separating the lot from the public street, highway, or parkway.

Stoop. See Porch.

Structure. Anything constructed or erected which requires a fixed location on the ground, or is attached to something having a fixed location on the ground.

...

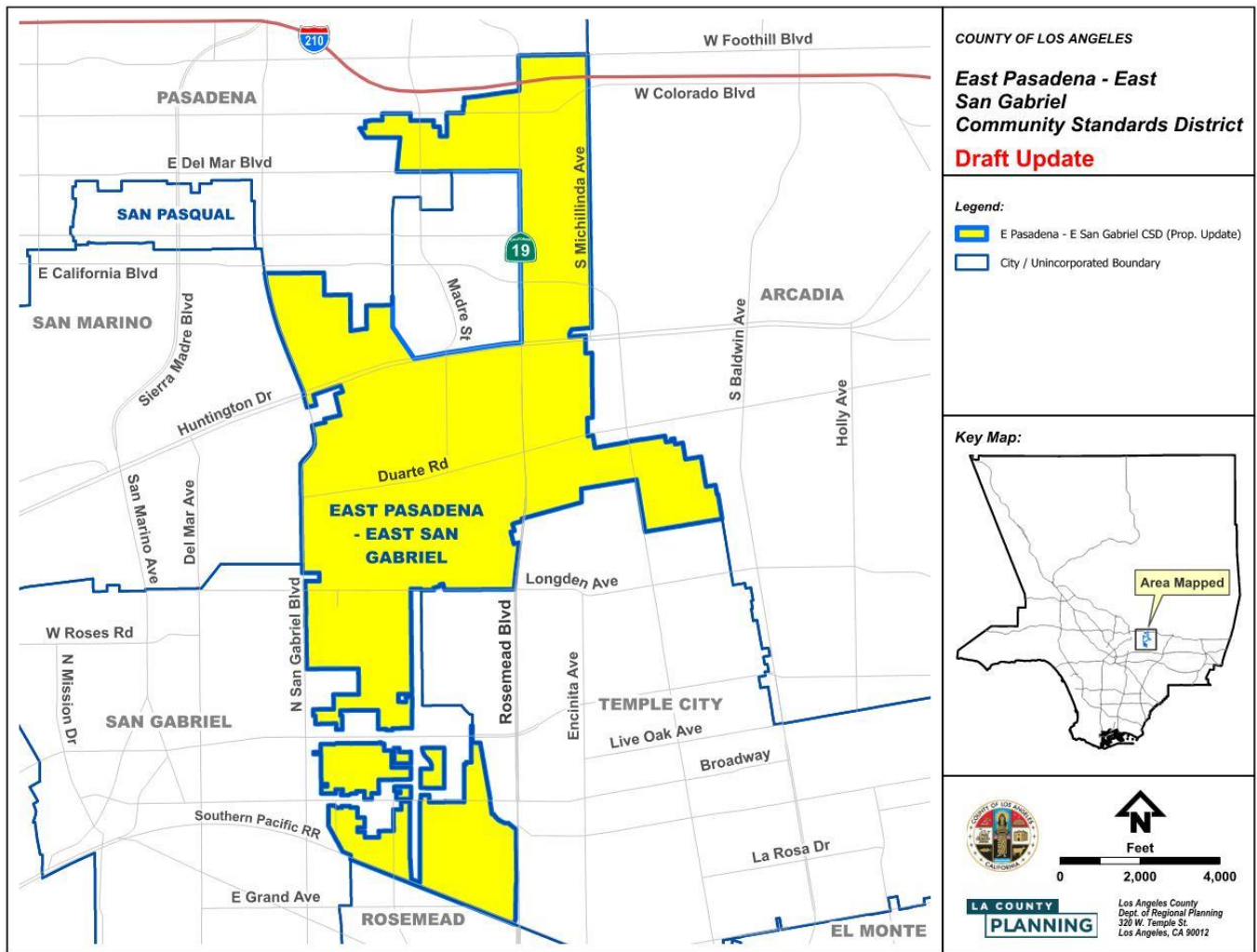
SECTION 2. Chapter 22.318 is hereby amended to read as follows:

Chapter 22.318 East Pasadena-East San Gabriel Community Standards

District

FIGURE 22.318-A: EAST PASADENA – EAST SAN GABRIEL

CSD BOUNDARY



..PROJECTS\DRP_ADVANCE_PLANNING\CSD\ArcGIS_Pro_Project\EPasadena_ESanGabriel_CSD_Update

SECTION. 3. Chapter 22.362 is hereby added to read as follows:

Chapter 22.362 Chapman Woods Community Standards District (CSD)

22.362.010 Purpose.

22.362.020 Definitions.

22.362.030 District Map.

22.362.040 Applicability.

22.362.050 Application and Review Procedures.

22.362.055 Implementation of the CSD Standards.

22.362.060 Community-Wide Development Standards.

22.362.070 Zone-Specific Development Standards.

22.362.080 Area-Specific Development Standards.

22.362.090 Modification of Development Standards.

22.362.010 Purpose. The Chapman Woods Community Standards District ("CSD") is established to:

A. Provide community-wide development and design standards, and guidelines that promote the preservation, maintenance, and new construction of development that is compatible with the established residential scales and architectural styles;

B. Prevent the loss of established residential structures and architectural forms that define Chapman Woods with the replacement of large-scale and out-of-context building forms (commonly referred to as mansionization); and,

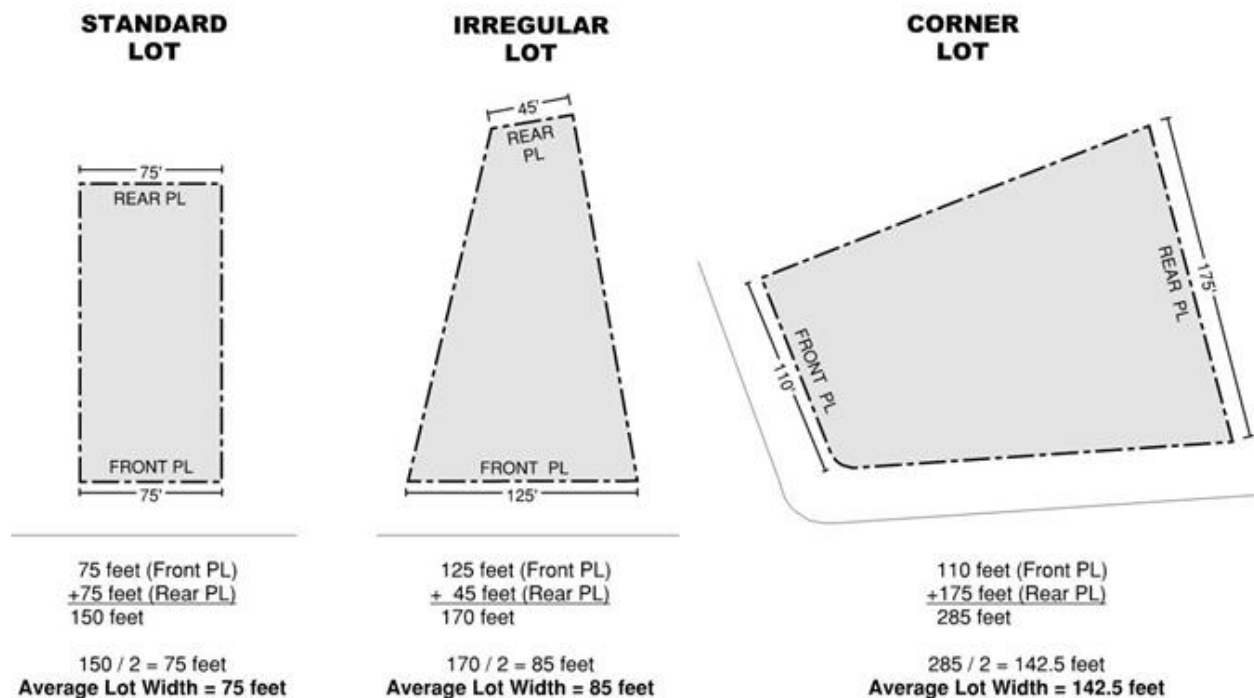
C. Regulate the placement of buildings on residential properties to support transitions and buffers between properties and the public right-of-way that protect the light, air, and privacy of existing residences.

22.362.020 Definitions.

A.

Average Lot Width. Unless otherwise described in a Community Standards District or other overlay zone, the average lot width shall be calculated by dividing the combined sum of the Front and Rear Property Line (PL) by 2. The Director shall have the authority to determine Average Lot Width if unclear from Figure 22.362.020-A, below.

FIGURE 22.362.020-A: AVERAGE LOT WIDTH CALCULATIONS



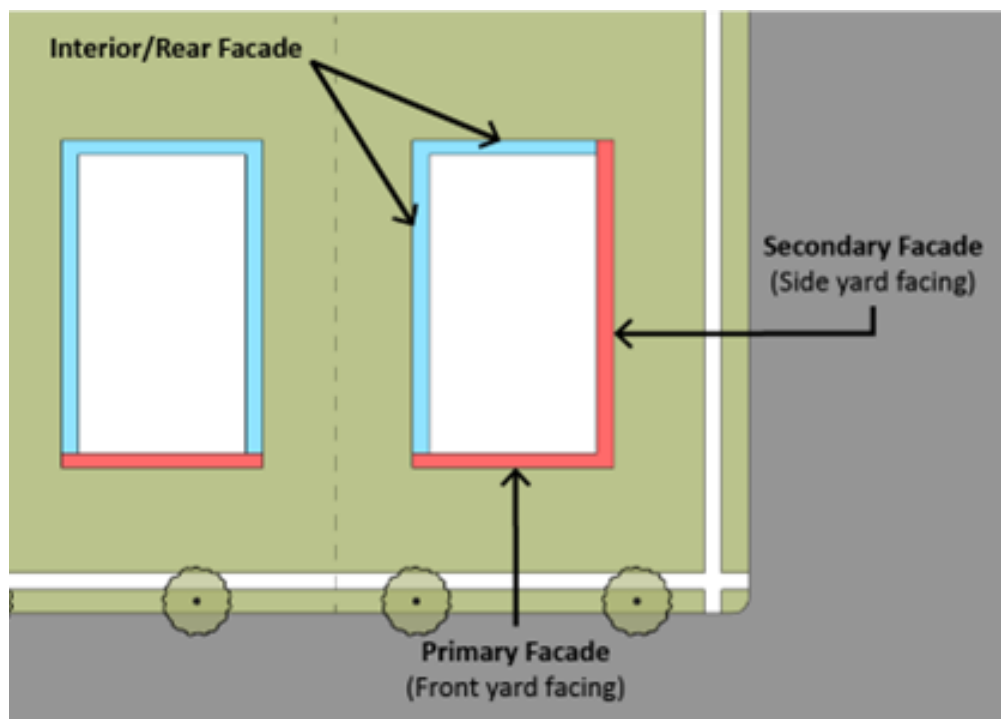
F.

Façade, Primary. The Primary Building Façade is the dominant exterior wall plane that directly faces a property's front yard and/or public right-of-way and establishes a structure's massing and scale.

Façade, Secondary. The Secondary Building Façade is the dominant exterior wall plane that directly faces a property's side yard and/or right-of-way.

Façade, Interior or Rear. Facades of a building that are not directly facing a public right-of-way, and are often facing an abutting private property's side or rear property line.

FIGURE 22.362.020-B: BUILDING FACADES



Fully-Shielded Light Fixture. A light fixture that emits no light in the area above a horizontal plane passing through the lowest point of the light fixture and no more than 10 percent of its light in the area between zero and 10 degrees below the horizontal plane. A fully-shielded light fixture has a solid barrier shielding the area where the lamp

(bulb) is located. The fixture is angled so the lamp is not visible with no direct line of site below the barrier.

M.

Maximum Grade. The average grade of the adjoining lots on either side of a given property. Maximum grade may be determined by the Director or Director of Public Works where it is impractical due to topographic conditions.

P.

Primary Residential Structure or Unit. The building having the largest habitable floor area located on any one lot within a residentially-zoned property supporting one or more dwelling units (includes duplexes).

Primary Street Frontage. The portion of a property that abuts the public right-of-way or street, and provides the property with a primary entrance, addressing, and pedestrian access.

S.

Secondary Street Frontage. The portion of a property that abuts a second public right-of-way or street, not including alleyways, in addition to the Primary Street Frontage (i.e., corner lot). Secondary Street Frontages may, but are not required to, provide entrance and access.

22.362.030 District Map.

The boundaries of this CSD are shown on Figure 22.362.030-A: Chapman Woods CSD Boundary, at the end of this Chapter.

22.362.040 Applicability.

A. General Applicability. The regulations, requirements, and provisions of the Chapman Woods CSD shall apply to all development and construction projects for which a building permit or an application with the Department is required and filed on or after [the effective date of the ordinance containing these new or revised regulations].

B. Exemptions. The following projects and types of development are exempt from the CSD as of [the effective date of said ordinance].

1. Normal Maintenance, Repair, and Replacement. Projects involving the normal maintenance or repair to an existing building or structure that is necessary to ensure its safe and habitable condition for ordinary and intended use, and do not result in any of the following:

- a. Increase or decrease of gross floor area;
- b. Changes to existing roofs or roof structures beyond normal maintenance, repair, and replacement that result in changes to the existing rooflines, roof pitches, or underlying roof structure (e.g., converting a gabled roof to a flat roof);
- c. Remodels that exceed or change more than 50 square feet of surface area on primary or secondary facades; and,
- d. The Director has the authority to review any proposed maintenance or repair exemption deemed necessary.

2. Non-Conforming Buildings or Structures. The provisions of Chapter 22.172 (Nonconforming Uses, Buildings and Structures) shall apply to all uses and structures in this CSD that were legally entitled, approved, or permitted prior to [the effective date of the ordinance containing the new or revised CSD regulations].

3. Repair of Nonconforming Structures. Any structure nonconforming due to standards which is damaged or partially destroyed may be restored to the condition of the structure as it existed immediately prior to the occurrence of such damage or destruction, provided that the cost of reconstruction does not exceed 100 percent of the total market value of the structure as determined by the methods set forth in Sections 22.172.020.G.1.a and G.1.b and provided the reconstruction complies with the provisions of Section 22.172.020.G.2.

4. Existing fences, walls, outdoor lighting, landscape and planted areas as of [the effective date of the ordinance].

22.362.050 Application and Review Procedures.

A. All applications as of [the effective date of said ordinance] shall be subject to the review procedures provided in Chapter 22.222 and 22.224. In addition to the checklist for the applicable Review or Permit, the following types of plans are required for all proposed construction and development applications pursuant to Section 22.362.040. Plans must be submitted and completely illustrate the intent and scope of the project. The Department has the authority to request alternative plans or clarifications, based on the proposed application.

1. Site Plan. A Site Plan shall include easements and public rights-of-way, on-site parking locations, all structures including residential and accessory buildings with use and square footages labeled, proposed grading and drainage, exterior light fixtures, trash area, fences, and walls.

2. Window Alignment and Privacy Study. When two properties have a shared property line, and the space between residential structures on each property is less than 15 feet, a Window Alignment and Privacy Study shall be required pursuant to

Section 22.362.060.G.5, below. The window alignments and screening shall be depicted on a site plan.

3. Landscape Plan. Where new planting areas, trees, ground cover and landscape areas are proposed, depict the locations and species on the site plan or a separate sheet.

4. Floor Plans. All proposed projects (e.g., new construction, additions, expansions, and renovations) shall provide a floor plan showing the arrangement of rooms, room uses, and the internal connectivity of the project.

5. Elevation Plans.

a. Color elevation plans shall be submitted for sides of the building where construction is proposed.

b. Elevation plans shall identify building materials, prominent horizontal and vertical elements, window dimensions, and color palette.

c. Elevation plans shall also identify the percentage of the façade covered by windows and stucco siding, where applicable.

6. Roof Plan. All applications proposing a new roof or changes to an existing roof shall provide a Roof Plan showing all existing or proposed areas to remain, be demolished, or be newly constructed. Applicants shall label and dimension all roof styles, pitches, eaves and overhangs, material finish, roof color, and all rooftop equipment present or proposed, with a written explanation of how the Roof Plan is consistent with the development standards in Section 22.362.060.F.

22.362.055 Implementation of the CSD Standards. The Chapman Woods CSD is organized into standards and guidelines, as described below. For all projects

subject to the CSD, review the following CSD regulations and guidelines in the order listed in Subsections A to C below.

A. Review Development Standards Tables. First, applicants shall review and comply with the Development Standards Tables in Section 22.362.070. Based on a property's land use, zoning designation, and lot size, the Development Standards Tables identify the placement and orientation of buildings with specific site calculations (e.g., lot coverage, setbacks, building height, etc.).¹

B. Review the Community-Wide Development Standards. Secondly, applicants shall review and comply with the Community-Wide Development Standards in Section 22.362.060. This Section regulates general building forms, scale, massing, façade treatments, landscape and planting areas, and lighting elements that promote compatibility with the existing residential properties and built forms of the Chapman Woods community.

C. Optional Architectural Standards for Additional Incentives. Lastly, if an applicant elects to follow one of the "Community Identified Architectural Styles" listed in Section 22.362.060.L, then the incentives specified in Section 22.362.070 shall be granted if all of the objective standards listed for that architectural style are met.

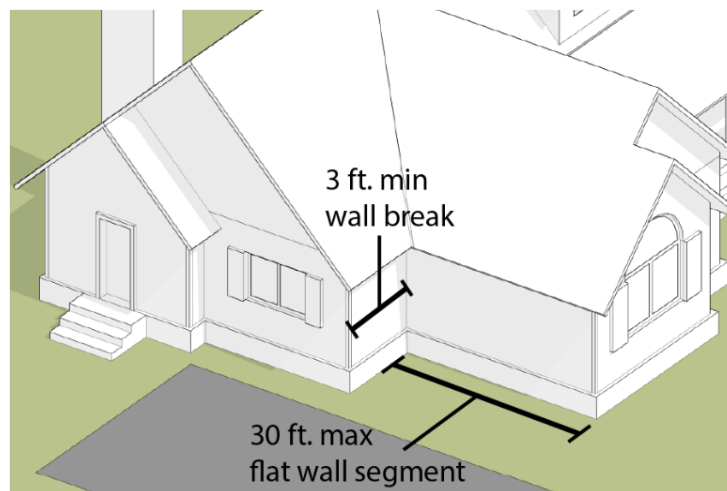
22.362.060 Community-Wide Development Standards.

A. Limit Flat and Blank Facades. All stories of Primary or Secondary Façades shall be articulated and designed to limit flat and blank walls.

¹ State laws may supersede the regulations set forth in this chapter, such as but not limited to: floor area, setbacks, building height, or number of building stories.

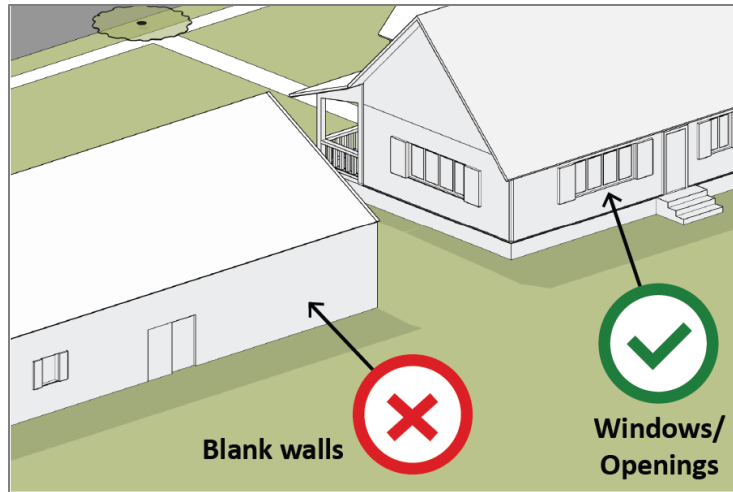
1. Wall Breaks on Primary and Secondary Façades. Unless otherwise specified in Section 22.362.060.L for a particular architectural style, walls that exceed 30 feet in length along Primary or Secondary Façades shall be articulated by use of a wall break, including architectural recesses or protrusions such as patios, balconies, or other form of articulation. Wall breaks shall extend or be recessed at least three feet from the Primary or Secondary Façade.

FIGURE 22.362.060-A: WALL BREAKS DIAGRAM



2. Limit Blank Walls on Interior and Rear Facades. Internal and rear facades are not required to provide wall breaks; however, windows and openings shall be located to allow daylight into all sides of a building.

FIGURE 22.362.060-B: LIMIT BLANK WALLS



B. Prohibited Materials. The following materials are prohibited in the Chapman Woods CSD area, to encourage compatibility with existing residential structures and forms that define Chapman Woods:

1. The use of highly reflective materials, with the exception of solar panels;
2. Rust-finished metal siding (e.g., “Corten steel”);
3. Corrugated metal on exterior facades and roofs;
4. Exposed or protruding steel beams;
5. Exposed, unpainted, untreated “cinder block” or Concrete Masonry Units (CMUs);
6. Board-formed concrete on building facades, not including foundations;
7. Heavy or glossy stone slabs or corner caps used on wall facades, except on foundations (e.g. marble, travertine, limestone or similar);
8. Cargo shipping containers or portions thereof;
9. Glass walls and railing (e.g., glass balcony railing);

10. Asphalt paving;
11. Vinyl siding;
12. Reflective, glossy, or polished metallic roofing shall be prohibited, except for solar energy devices and skylights; and
13. Tar and gravel roofs.

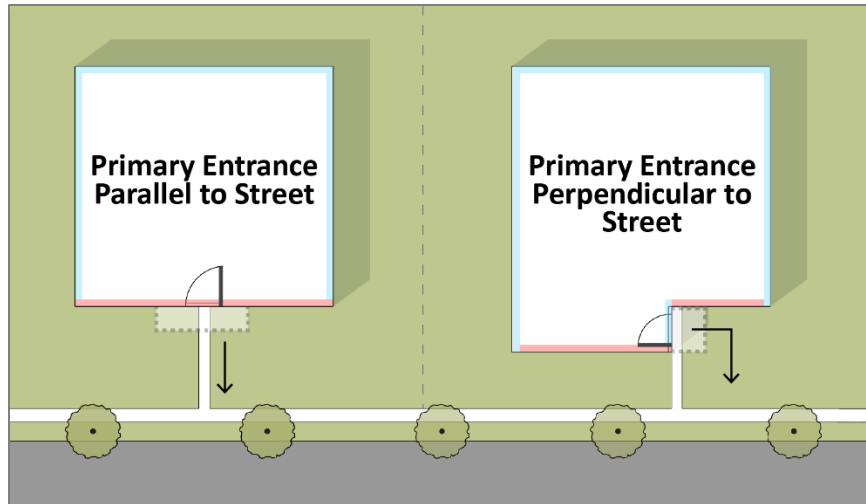
C. Alternative Materials and Construction Techniques. The Director has the authority to consider and determine alternative or sustainable materials and construction techniques, developed or introduced after [the effective date of this ordinance], to be consistent with the existing character of the Chapman Woods community.

D. Entrances – General Regulations

1. Primary Entrances. A primary entrance or porch shall be located on the Primary Façade of the Primary Residential Structure providing pedestrian access from the public right-of-way.

2. Front Doors. Front doors located on a primary entrance or porch shall be oriented parallel to the right-of-way, or be turned up to 90-degrees perpendicular to the public right-of-way.

FIGURE 22.362.060-C: PERMITTED FRONT DOOR ORIENTATION (TYPICAL)



3. Secondary Entrances. A residential building may have a secondary entrance or porch facing the side yard or rear property lines, as long as all development standards and setbacks are satisfied.

4. Entrance Height. Entrances and porches shall have an exterior maximum height of 15 feet, as measured to the highest point or roof ridge on that comprises the porch roof, in order to frame a human-scaled front entrance.

5. Permitted Entrance Projections into Setbacks.

a. Stairs and ramps (including Stoops) may encroach up to three feet into a required setback area where no sidewalk is present, provided a minimum three-by-three (3'x3') foot at-grade landing can be provided at the base of the stairs or ramp.

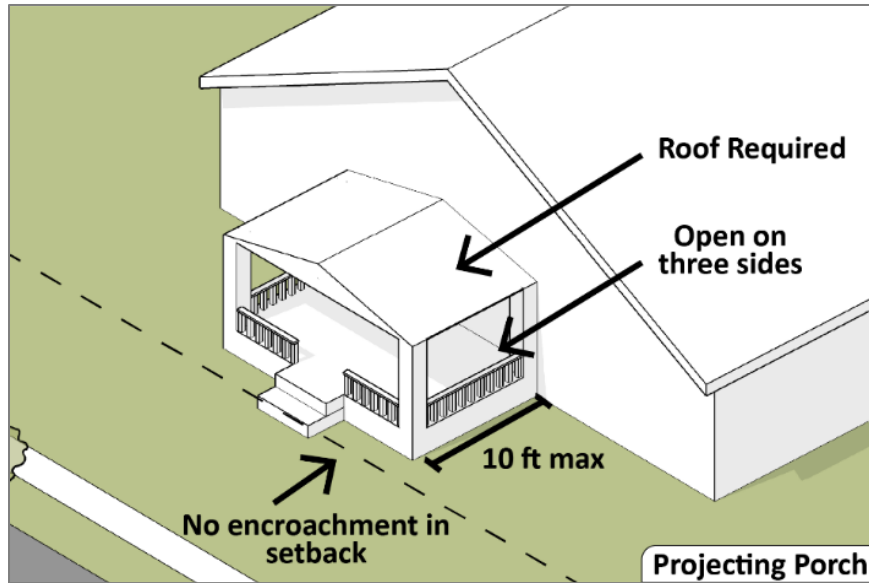
b. If there is a sidewalk present, stairs and ramps may project up to the sidewalk provided they are necessary due to changes in grade between sidewalks and the first floor levels, but may not encroach upon the sidewalk.

E. Permitted Porch Types. The following provisions are provided for all projects providing a porch.

1. Projecting Porch

- a. Projecting porches shall be open on at least three sides and have a roof;
- b. A projecting porch shall not encroach into required setback areas; however, stairs or ramps are permitted to encroach in accordance with Section 22.362.060.D.5, above;
- c. The depth of the porch shall be a minimum of five feet and a maximum of 10 feet;
- d. The minimum open area on the porch shall provide a minimum size of 48 square feet;
- e. The minimum width of a projecting porch shall be eight feet;
- f. The maximum width of a projecting porch shall not exceed the width of the Primary Façade or half the width on other facades; and,
- g. The minimum clear height of the interior porch ceiling shall be eight feet.

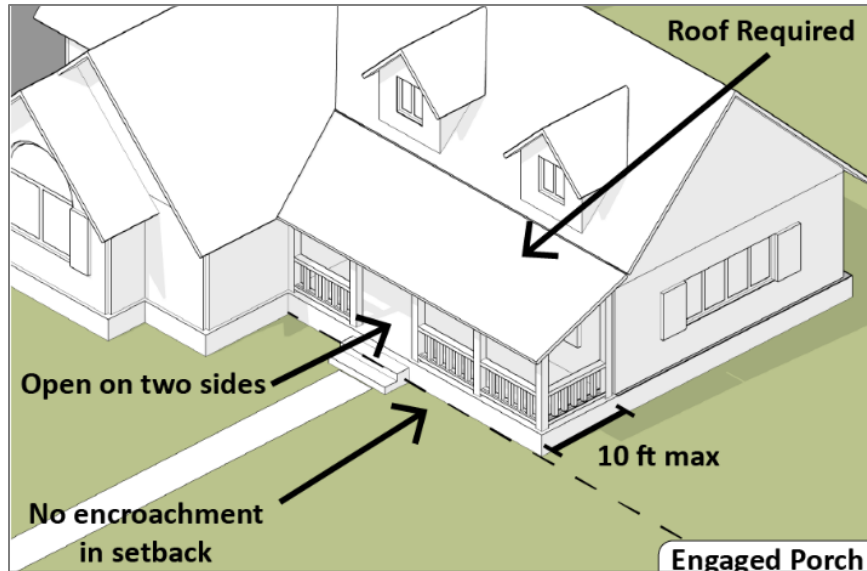
FIGURE 22.362.060-D: PROJECTING PORCH (TYPICAL)



2. Engaged Porch.

- a. Engaged porches shall be open on at least two sides and have a roof;
 - b. The depth of the porch shall be a minimum of five feet and a maximum of 10 feet;
 - c. The minimum open area on the porch shall provide a minimum size of 48 square feet;
 - d. The minimum width of an engaged porch shall be eight feet;
- and,
- e. The minimum clear height of the interior porch ceiling shall be eight feet.

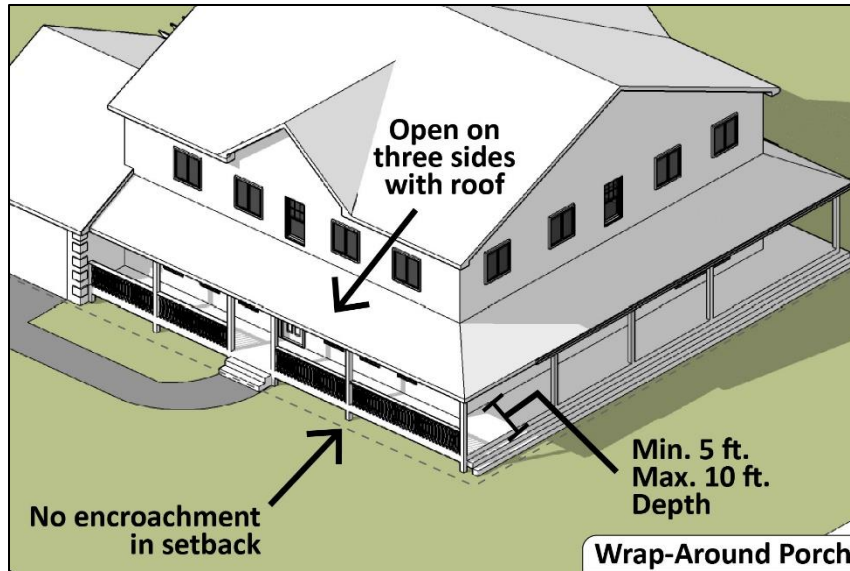
FIGURE 22.362.060-E: ENGAGED PORCH (TYPICAL)



3. Wrap-Around Porch.

- a. Wrap-around porches shall be open on three sides and have a roof;
- b. Wrap-around porches shall not encroach into the required setback areas;
- c. The depth of the porch shall be a minimum of five feet and a maximum of 10 feet; and,
- d. The clear height of the interior porch ceiling shall be between eight and ten feet.

FIGURE 22.362.060-F: WRAP-AROUND PORCH (TYPICAL)

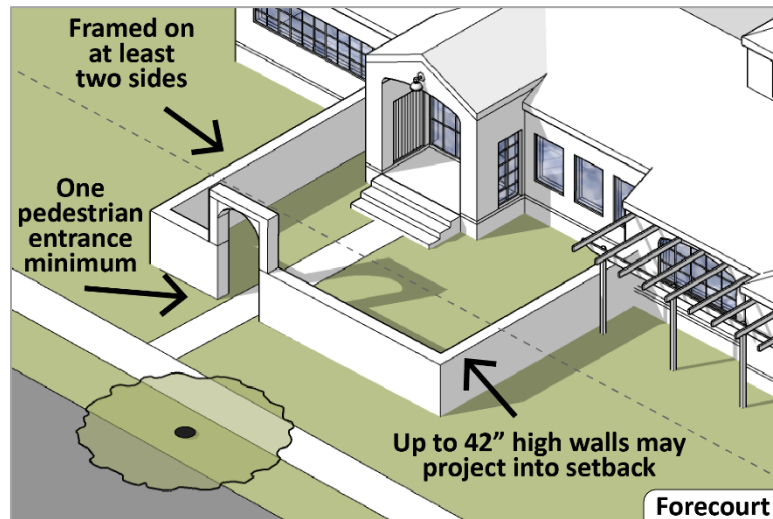


4. Forecourt.

- a. A Forecourt shall be framed on at least two sides, including one framed by the Primary Residential Structure;
- b. All Forecourts shall incorporate a minimum of one opening to allow for a pedestrian entrance;
- c. The pedestrian entrance may include a door, not to exceed 42 inches in height in the front yard setback area, and up to six feet outside of the front yard setback area;
- d. Forecourt walls up to 42 inches in height may project into the required front setback area;
- e. Forecourt walls outside of the front setback area may be up to six feet in height;
- f. Forecourt walls above 42 inches in height shall incorporate architectural breaks such as pillars, pilasters, wrought-iron openings in consistent intervals of eight to 15 feet along the façade of the wall; and,

g. All forecourt wall materials shall incorporate architectural material and colors existing in the Primary Residential Structure.

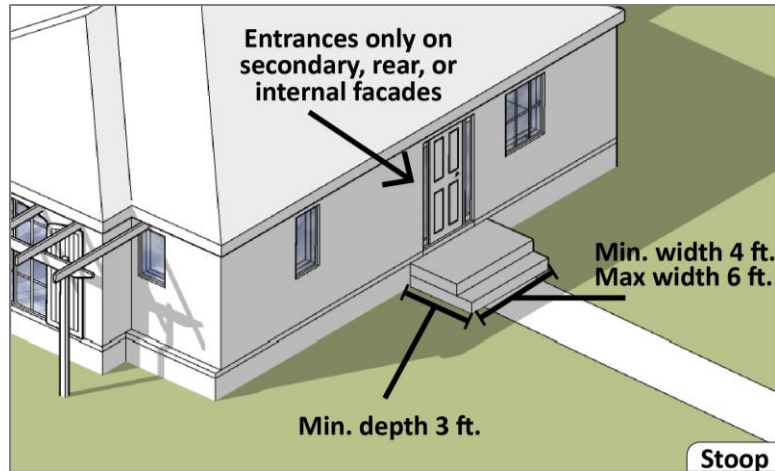
FIGURE 22.362.060-G: FORECOURT (TYPICAL)



5. Stoop.

- a. Stoop entrances shall be permitted on all facades;
- b. Stoops may encroach into a required yard setback area, but are required to have an at-grade or bottom landing that is at least three feet by three feet;
- c. The minimum width of a stoop shall be four feet; the maximum shall be six feet;
- d. The minimum depth of the stoop shall be three feet; and,
- e. The stoop's at-grade or bottom landing is permitted to overlap with an existing driveway.

FIGURE 22.362.060-H: STOOP (TYPICAL)



6. Breezeways and Porte-Cocheres.

- a. Construction of new breezeways or porte-cocheres in the CSD is not permitted;
- b. Existing breezeways and porte-cocheres on residential structures are allowed to remain and be maintained in their existing form; and,
- c. Existing breezeways and porte-cocheres are not permitted to be expanded in floor area or exterior size or massing, but facade materials and finishes may be improved or updated with permitted materials.

7. Portico Porch.

- a. Construction of new Portico Porches in the CSD is not permitted;
- b. Existing Portico Porches on residential structures are allowed to remain and be maintained in their existing form; and,

c. Existing Portico Porches are not permitted to be expanded in floor area or exterior size or massing, but facade materials and finishes may be improved or updated with permitted materials.

F. Roofs. All new roofing shall comply with the following roofing standards. Refer to the Chapman Woods Architectural Guidelines for additional guidance on roof types, elements, and pitches.

1. Roof Pitch.

a. Roofs on Primary Residential Structures shall be pitched between 2:12 and 18:12;

b. Shed roofs, attached to the Primary Residential Structures, shall be pitched between 2:12 and 8:12;

c. Accessory Structure roofs may be pitched between 1:12 and 18:12, but shall not have steeper pitch than the Primary Residential Structure; and,

d. No portion of a roof or a low guarding wall or parapet shall have a minimum slope of less than two percent, to allow for water runoff.

2. Eaves and Overhangs. Roof eaves and overhangs, such as gabled or hipped roofs, are permitted to project into the required yard setbacks up to 36 inches from the edge of a façade, provided they are consistent with the required Distance Between Buildings in Chapter 22.110.050.

3. Additions, Expansions, Renovations, and Accessory Structures. Additions, Expansions, Renovations and Accessory Structures that result in new or

expanded roof areas or planes shall demonstrate consistency with the standards below through a roof plan and elevation plan.

- a. Roofs visible from a Primary or Secondary Façade shall match the roof style and pitch on the existing structure;
- b. Ridge heights shall be equal to, or less than the existing roof structure where the roof is proposed;
- c. Pitches shall be equal to, or less than the existing roof structure where the roof is proposed; and,
- d. Additions, expansions, renovations, and accessory structures not visible from a Primary or Secondary Façade may deviate from the existing roof style and propose a Hip roof, Gable roof, Shed roof, Flat roof, or Skillion-Lean-To roofs.

4. Roof-Mounted Equipment. Skylights, roof vents, and other roof-mounted features and equipment should be located on the rear or interior-facing portion of the roof to be obstructed from public view, whenever possible. This provision does not apply to solar equipment.

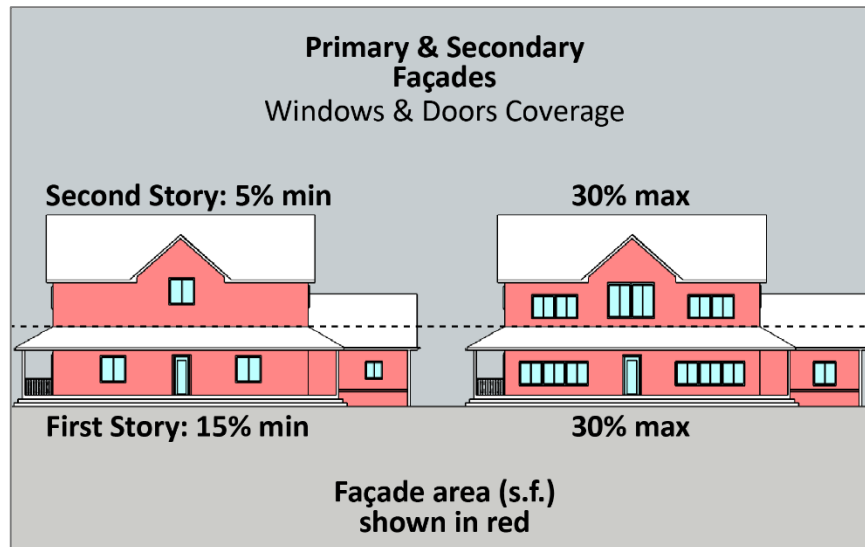
G. Windows and Doors

1. Proportion of Façade Coverage. Windows and doors located on Primary and Secondary Facades shall cover the façade area within the ranges listed below, as measured to outside edge of the window or door frame as shown in Figure 22.362.060-I: Windows and Doors Proportion.

Primary and Secondary Facades	Required Coverage
-------------------------------	-------------------

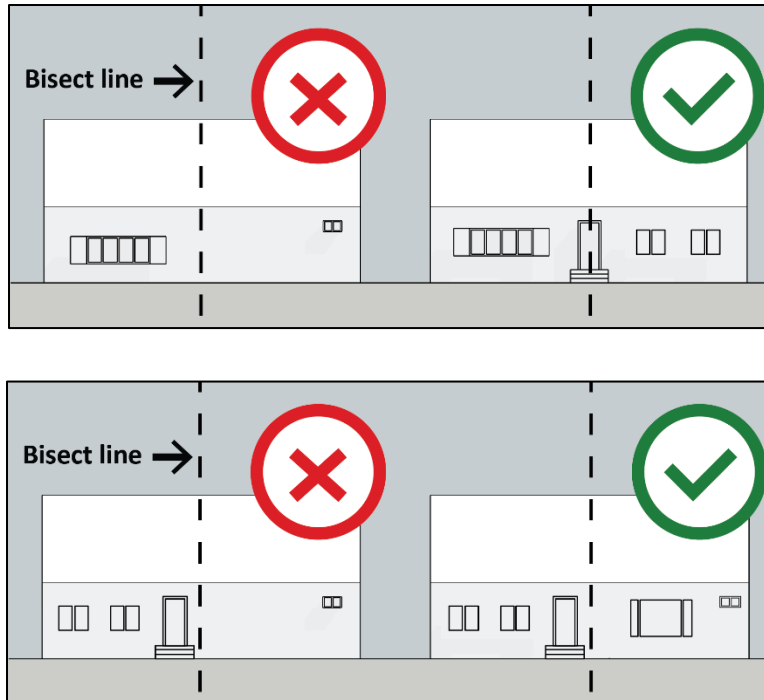
<i>First Story</i>	<i>15% to 30%</i>
<i>Second Story</i>	<i>5% to 30%</i>

FIGURE 22.362.060-I: WINDOWS AND DOORS PROPORTION



2. Fenestration. Windows and doors shall be proportionately located on Primary and Secondary Façades to provide a balanced rhythm and spacing along a given façade. Generally, if a façade is bisected, 50 percent of the window and door area should be on either side of the bisecting line.

FIGURE 22.362.060-J: FENESTRATION AND BALANCE (SAMPLE DIAGRAMS)



3. Permitted Window and Door Materials

- a. All windows shall be comprised of non-glare/non-reflective glass or utilize methods to achieve non-reflectivity;
- b. All doors located on a Primary Facade shall be stained or painted wood or faux-wood in appearance with decorative paneling, carving, or inset windows; and,
- c. Frosted or translucent windows are permitted only for bathroom windows to increase privacy.

4. Prohibited window and door materials

- a. Dark tinted and mirrored glass, except for stained-glass windows;
- b. Glass block, except for stained-glass windows;

c. Plane and flat doors without decorative paneling, carving or inset glass shall not be located on a Primary Façade; and,

d. Industrial steel or metal doors.

5. Window Alignment and Privacy Study. When two properties have a shared property line, and there is less than 15 feet between residential structures, a site plan with a Window Alignment and Privacy Study, shown in Figure 22.362.060-K:

Window Alignment and Privacy Study Diagram, shall be required to demonstrate privacy screening and buffering between the properties. The site plan shall identify and address all windows, balconies, terraces, or other openings that may reduce privacy for the adjacent property. Privacy screening strategies shall include any one or a combination of the following strategies:

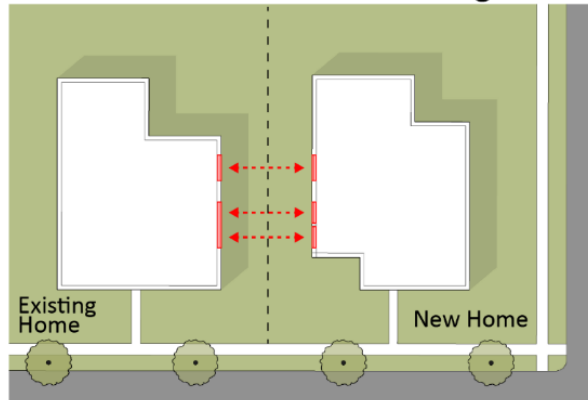
a. Distance: Locating proposed windows, balconies, terraces, and other forms that align with existing windows on an adjacent residential structure more than 15 feet from the existing windows on an adjacent residential structure;

b. Indirect Alignment: Locating proposed windows, balconies, terraces or other forms in indirect (or obscured) alignment with existing windows on an adjacent residential structure; and,

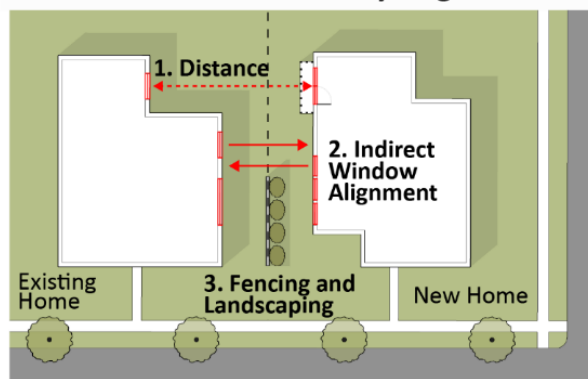
c. Fencing and Planted Areas: Utilizing fencing, walls, or planting areas and landscape features to create privacy screening between adjacent properties.

FIGURE 22.362.060-K: WINDOW ALIGNMENT AND PRIVACY STUDY DIAGRAM

AVOID: Windows with Direct Alignment



OK: Windows with Privacy Alignment



H. Fences and Walls. All fences and walls shall be consistent with Section 22.110.070 (Fences and Walls), with the exception of Subsections H.1 and H.2, below.

1. Quality Materials and Finishes. Fence and wall materials may include brick, wrought iron, picket wood, stucco or similar material.

2. Prohibited Fence and Wall Materials.

a. Chain-link fence located in the front yard setback area and the side setback area when abutting public right-of-way;

b. Exposed, unpainted, untreated board-formed concrete on building Concrete Masonry Units (CMUs) or “cinder block” located in a front yard setback, or located in a side yard setback when abutting a public right-of-way;

c. Fences and walls constructed of or topped with spikes, wire, barbs, razors, or any other similar material;

d. Fences or walls constructed of glass, including glass balconies;

e. Tubular metal railings;

f. Opaque driveways and pedestrian gates over 42 inches tall;

and,

g. Fencing shall be designed with materials not harmful to wildlife. All hollow fence and sign posts, or posts with top holes, such as metal pipes or sign posts with open bolt holes, shall be capped and the bolt holes filled to prevent the entrapment of bird species.

I. Vegetation and Planted Areas. The requirements in this Subsection only apply to discretionary land use permits, subject to Type II (Chapter 22.228), Type III (Chapter 22.230), or Type IV (Chapter 22.232). Reviews that include ground disturbance of over 400 square feet:

1. In addition to the required application materials specified in Section 22.222.070 (Application Filing and Withdrawal), each application shall include:

a. A detailed project description outlining the reason for the proposed vegetation removal and the planned use of the property; and

b. A Landscape Plan, identifying all proposed vegetation, landscape features, and planting areas on the property including, and separately specifying, all oak trees protected by Chapter 22.174 (Oak Tree Permits). The Landscape Plan shall indicate the vegetation and planting areas to be removed as part of the project and how those removals shall be replaced with replanting, to the satisfaction of the Department.

2. In addition to the application filing fees listed in Chapter 22.250 (Applications, Petitions, and Fees), the applicant shall submit a fee for review by the County Biologist.

J. Outdoor Lighting on Private Property.

1. All outdoor light fixtures shall be Fully-Shielded Light Fixtures or frosted.

2. No glare shall be visible when viewed from adjoining lots and public rights-of-way.

3. All exterior lights on private property shall be directed downward to prevent spillover lighting into adjacent properties.

4. Lighting Height.

a. The maximum height for light fixtures attached to the exterior façade of a residential structure (e.g., wall sconces, downlights), shall be 24 feet;

b. The maximum height for a freestanding or pole-mounted light fixture or lamp post shall be nine (9) feet in all yards;

c. The maximum height for lighting of walkways used for entry and exit to permitted structures, including parking areas, is two feet; and,

d. Security Lighting attached to the Primary Residential Structure and other permitted structures shall be controlled by motion detectors and shall have a manufacturer's maximum output rating of no greater than 60 watts (600 lumens), or the equivalent.

5. Prohibited Lighting. Industrial lighting and electrical features with exposed conduit, and those with galvanized steel or unfinished metals.

K. Signs. In addition to the development standards in Chapter 22.114 (Signs), the following signs are prohibited in the C-2 and MXD zones of the CSD:

1. Outdoor advertising signs (Billboards);

2. Freestanding signs that exceed 30 feet in height, or extend into the public right-of-way, or are located within 100 feet of a residential zone, measured from the closest edge of the sign to residential zone property line; and,

3. Roof signs.

L. Optional Community Identified Architectural Styles. If an applicant elects to incorporate all of the objective standards of one of the following prominent existing architectural styles in Chapman Woods listed below, then the project may also apply the incentives listed in Tables 22.362.070-A and B:

1. Ranch

a. Required Elements.

i. Building Massing. The Primary Residential Structure shall be one-story in height. Incentives for this architectural style will be limited to

setbacks and increased Gross Floor Area. No incentives shall be granted to add additional height or a second story to the residence for this architectural style.

ii. Front Porch. The Primary Façade of the Primary Residential Structure must have an engaged or wrap-around porch.

iii. Roofing. Roofing shall be made of traditional or composite shingles or material made to look like shingles. Required roof pitch must be between 2:12 and 6:12.

b. Optional Elements. The Primary Residential Structure may have any of the following architectural elements:

- i. A wide front door of at least 42 inches.
- ii. Wood clapboard or ship-lap siding.
- iii. Brick or river rock wrapping the corners of joining façades.

2. French Country

a. Required Elements.

i. Façade Materials and Colors. Facades shall be rough hand-troweled stucco, concrete, brick, stone, or materials made to look like one of these options and where painted, shall use light, neutral colors such as tans, grays, or cream.

ii. Front Porch. Porches and entrances shall be symmetrically-located. No porch is required for this architectural style. A recessed entry is permitted.

iii. Roofing. Roofs shall have a shingle or slate finish with a minimum pitch of at least 6:12. When included, chimneys shall extend above the roofline.

iv. Windows. Windows shall be symmetrically spaced on Primary and Secondary Facades.

b. Optional Elements. Incorporate at least one of the following architectural elements into the design of the Primary Residential Structure:

i. A prominent wood front door with iron hardware.

ii. A recessed primary entrance with an archway.

iii. Window shutters on the windows of the Primary Façade.

iv. A decorative cap or pot on the chimney.

3. Colonial

a. Required Elements.

i. Building Massing. When the building is two stories, the first and second story of the Primary Façade shall be flush with one another and shall not feature any architectural breaks.

ii. Façade Materials and Colors. Facades shall be made of one of the following materials, or materials made to look like one of them: natural red or brown brick or clapboard siding painted white, light yellow, light blue, or gray.

iii. Front Porch. The building entrance shall be centralized and framed by a dormer, pediment, or second story balcony.

iv. Roofing. Roofs shall be hipped or gabled, and may feature dormers on the second story.

b. Optional Elements. Incorporate at least two of the following architectural elements into the design of the Primary Residential Structure:

i. Columns along the Primary Façade.

ii. Second story dormers.

iii. A projecting porch.

iv. Dark colored window shutters on the windows of the Primary Façade.

4. Craftsman.

a. Required Elements.

i. Façade Materials. Exterior walls on all facades shall utilize lap or batt and board siding with at least 20 percent of the façade covered by stone or brick near the bottom half of the façade. Stucco may be used in place of the lap or batt and board siding, but it cannot exceed 20 percent of the façade area.

ii. Exterior Colors. The buildings shall be painted in dark, neutral, or earth-toned colors such as shades of taupe, beige, olive, or burgundy. Three or four paint colors may be applied to the exterior of the building for the purposes of cladding, trim, and window or door. Trim and accents may be painted in a lighter paint palette such as a light gray, blue, or green.

iii. Front Porch. The Primary Facade must have a covered projecting porch with the minimum dimensions of 10 feet in width and five feet

in depth. The porch shall include square columns that are either straight or tapered, with plinths measuring eight to 14 inches in width and depth.

iv. Roofing. Roofing shall be made of shingles or material made to look like shingles. Required roof pitch must be between 6:12 and 8:12. Roof eaves and overhangs shall project between 18 and 36 inches.

v. Windows. Apply decorative trim of five to six inches in width around the windows with emphasis on the top and bottom.

b. Optional Elements. Incorporate at least two of the following architectural elements into the design of the Primary Residential Structure:

i. Decorative lighting fixtures featuring an opalescent stained glass or mica covering.

ii. A wide front door of at least 42 inches.

iii. Second story dormers.

iv. A decorative beam under the gable of the primary façade.

v. Decorative garage doors with window panes.

vi. River rock wrapping along the base of the residence extending up to 36 inches above the plinth base.

5. Tudor Revival

a. Required Elements.

i. Building Massing. The building elevations for the Primary Façade shall depict an asymmetrical building including varying forms and heights such as towers, archways, and wings.

ii. Façade Materials and Colors. Façades shall be unpainted stone, red brick, tan stucco, or dark natural brown wood shingle siding with decorative, dark brown half-timbering.

iii. Doors. Wood-paneled or battened front doors with exposed iron hardware.

iv. Roofing. Roofing shall have a minimum pitch of 6:12 and chimneys shall extend above the roofline on the Primary or Secondary Façade.

v. Windows. Windows shall be divided by rectangular or diagonal muntin patterns.

b. Optional Elements. Incorporate at least three of the following architectural elements into the design of the Primary Residential Structure:

i. A decorative cap or pot on the chimney.

ii. Heavy wood garage doors.

iii. Decorative exterior accents, such as railings, made from exposed wrought iron, cast or hammered iron.

iv. Application of decorative accents using brick, such as clinker woven brick, or carved stone.

v. Flower boxes.

vi. Lantern-design lighting fixtures with hammered or cast iron hardware and dark painted metal finishes.

6. Spanish Revival

a. Required Elements.

i. Building Massing. The building elevations for the Primary Façade shall depict an asymmetrical building including varying forms and heights such as towers, archways, and wings.

ii. Façade Materials. Exterior building walls shall be white or tan in color and made of stucco with smooth or lightly textured finishes (i.e., hand troweled or smaller particles).

iii. Roofing. Roofs shall have a low pitch of between 2:12 and 6:12 and shall be made of red clay tiles or materials made to look like them, with either the Spanish S-shape or Barrel Type Mission design.

iv. Windows. Windows shall have wide trim (i.e., surrounds).

b. Optional Elements. Incorporate at least one of the following architectural elements:

i. A forecourt or courtyard.

ii. Recessed cutouts (niches) paired with arched openings and iron grilles.

iii. Mosaic tiles and ceramic accents to highlight edges (e.g., stairs), or architectural features (e.g., arches).

iv. Canvas awnings with spearhead poles or ornate metal awning may be used for shade and accents.

v. Clay tile vents.

vi. Wrought iron shall be used for accents on window grilles, balconies, railings, door hardware, and light fixtures.

7. Minimal Traditional

a. Required Elements.

i. Building Massing. The Primary Residential Structure shall be one-story in height. Incentives for this architectural style will be limited to setbacks and increased Gross Floor Area. No incentives shall be granted to add additional height or a second story to the residence for this architectural style.

ii. Façade Materials. Facades shall have stucco or clapboard siding painted with lighter neutral colors with contrasting colors applied to trim, shutters, and doors. Brick may also be used as a building façade material.

iii. Front Porch. Primary entrances shall be flush with the Primary Façade and shall be integrated with a small projecting or engaged porch.

iv. Roofing. Roofing shall be made of traditional or composite shingles or material made to look like shingles. Required roof pitch must be between 2:12 and 6:12.

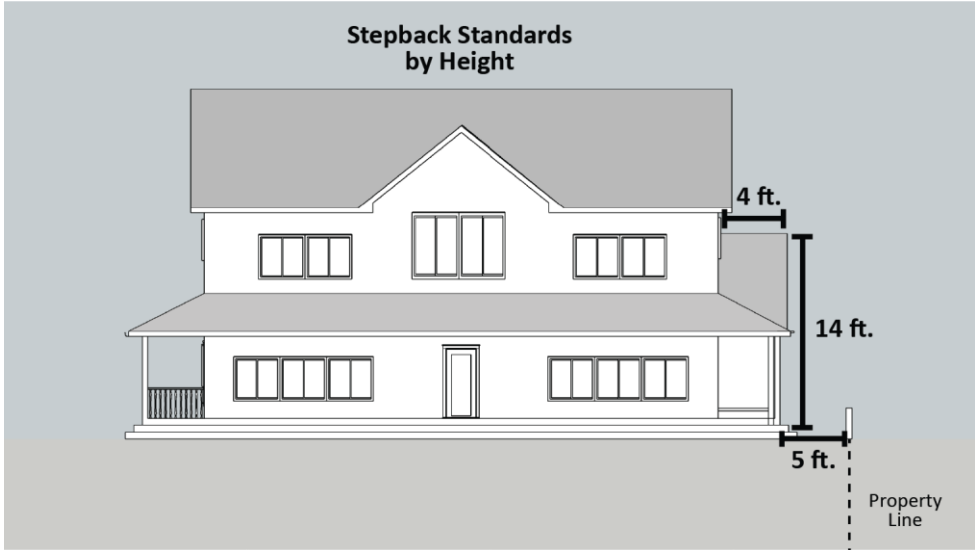
b. Optional Elements. The Primary Residential Structure may have any of the following architectural elements:

i. Windows. Primary facades may have a large picture or bay window facing the street.

ii. Contrasting colors may be applied to trim, shutters, and doors.

22.362.070**Zone-Specific Development Standards.****A. Zones R-1, R-2, R-A, A-1 (Single-Family Residential).****TABLE 22.362.070-A: ZONE R-1, R-2, R-A, A-1 DEVELOPMENT STANDARDS**

Development Standard	Lot Size (sf): Less than 13,000	Lot Size (sf): 13,000—19,999	Lot Size (sf): 20,000—39,999	Lot size (sf): 40,000+
LOT & BUILDING CONFIGURATION				
Lot Width (minimum)* <i>*Measured along curb at Primary Street Frontage</i>	50 feet	60 feet	80 feet	100 feet
Gross Floor Area (base)	40% of lot area, not to exceed 3,500 sf	35% of lot area, not to exceed, 5,000 sf	25% of lot area, not to exceed 6,500 sf	20% of lot area, not to exceed 8,000 sf
Gross Floor Area (maximum)* <i>*Incentive for Community Identified Architectural Style (see Section 22.362.060.L)</i>	4,500 sf	6,000 sf	7,500 sf	9,000 sf
HEIGHT* <i>*Measured from “Maximum Grade” – The average grade of adjoining lots on either side of a given property. Maximum grade may be determined by the Director or Director of Public Works where it is impractical due to topographic conditions.</i>				
Maximum Stories	The maximum number of stories above grade shall be two, as defined in Division 2, Chapter 22.14 (Definitions).			
Base Maximum Height – Principal Building	25 feet	25 feet	30 feet	30 feet
Maximum Height – Principal Building (for Community Identified Architectural Styles listed in Section 22.362.060.L)	30 feet	30 feet	35 feet	35 feet
Maximum Height –	20 feet	20 feet	25 feet	25 feet

Development Standard	Lot Size (sf): Less than 13,000	Lot Size (sf): 13,000—19,999	Lot Size (sf): 20,000—39,999	Lot size (sf): 40,000+
Accessory Structures				
Second Story Stepbacks on Side and Rear Yard	<p>Any portion of a Primary or Accessory structure above 14 feet in height shall be set back an additional 4 feet minimum from the Side Yard Setback lines.</p> <p>Balconies and rooftop decks are eligible to extend into the 4-foot Second Story Stepback area as long as there is compliance with the Window Alignment and Privacy Study requirements in Section 22.362.060.G.5.</p> <p>FIGURE 22.362.070-A: SECOND STORY STEPBACK BY HEIGHT</p> 			
Distance Between Buildings on Same Lot	See Chapter 22.110.050 - Distance Between Buildings.			
SETBACKS & YARD AREAS – PRIMARY RESIDENTIAL STRUCTURE				
Front Yard Setback (Minimum / Maximum)	30 feet / 35 feet	35 / 50 feet	40 / 60 feet	45 / 100 feet
Interior Side Yard Setback	10% of the Average Lot Width, but no less than 5 feet.		10% of the Average Lot Width, but no less than 10 feet.	
Corner and Reverse Corner Side Yard Setback	10 feet when the average lot width is less than or equal to 100 feet 15 feet when the average lot width is more than 100 feet			
Rear Yard Setback	25 feet	30 feet	35 feet	40 feet
LANDSCAPE AND PLANTED AREAS				

Development Standard	Lot Size (sf): Less than 13,000	Lot Size (sf): 13,000—19,999	Lot Size (sf): 20,000—39,999	Lot size (sf): 40,000+
Front Yard Setback Landscape and Planted Area	A minimum of 50% of the required front yard setback area shall be landscaped with trees, plant material, natural groundcover, or drought-tolerant xeriscaping.			
Tree Planting	When the requirements of Chapter 22.126 (Tree Planting Requirements) are applicable to a project, a third tree meeting the standards in that Chapter shall be required.			
SETBACKS – ACCESSORY STRUCTURES				
Front Yard Setback	20 feet min. in addition to the principal residential building setback.			
Side and Rear Yard Setbacks	5 feet, except for corner and reverse corner side yards where the setback is 10 feet.			
PERMITTED PROJECTIONS INTO SETBACK AREAS				
Permitted Projections Into Setback Areas	Notwithstanding Section 22.110.090, the only projections permitted include: <ul style="list-style-type: none">• Trellises are permitted to extend over the 2nd Floor Stepback area, but shall not extend into the side or rear setback on ground level.• Bay windows on the first floor are permitted to encroach up to 2 feet into required yards, provided that they are not wider than 8 feet wide along the general direction of the wall of which it is a part;• Fireplace structures are permitted to encroach up to 2 feet into required yards, provided that they are not wider than 8 feet wide along the general direction of the wall of which it is a part;• Stoops may encroach into a required yard setback area, but are required to have an at-grade or bottom landing that is at least 3-feet by 3-feet in area;• Planting boxes or masonry planters not exceeding 42 inches in height and 12 inches in depth.			
PARKING AND ACCESS				
Parking	Number of Bedrooms		Required Enclosed Parking Spaces	
	1 to 4		2	
	5 to 6		3	
	7 or more		4	
Maximum Permitted Number of Driveway Curb Cuts per Lot	1 Driveway Curb Cut for lots (except corner lots) with less than 100 feet of lot frontage; and,			

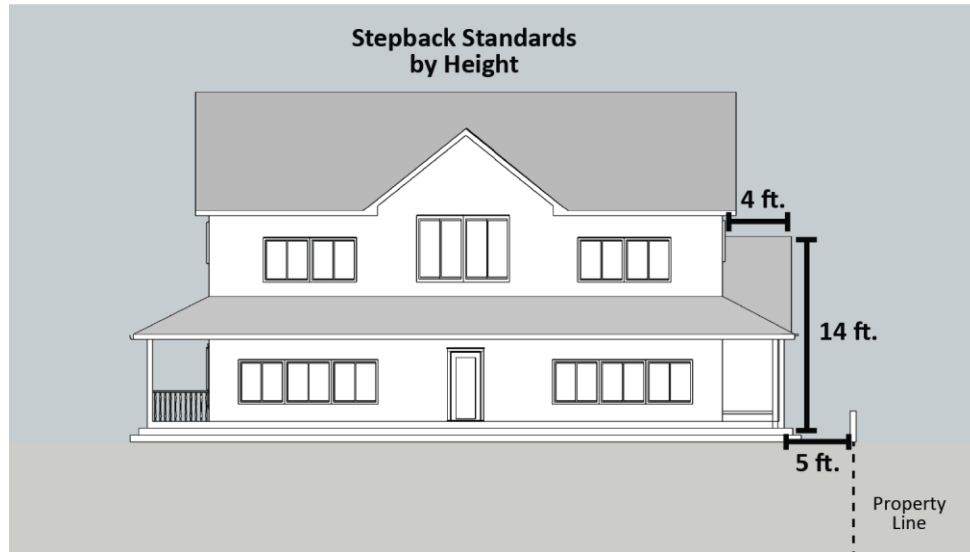
Development Standard	Lot Size (sf): Less than 13,000	Lot Size (sf): 13,000—19,999	Lot Size (sf): 20,000—39,999	Lot size (sf): 40,000+
	<p>2 Driveway Curb Cuts for corner lots and for lots with 100 feet or more of street frontage.</p> <p>For all properties, at least one driveway must lead to a garage.</p>			
Distance Between Driveways on Abutting Lots	<p>Driveways located on separate lots must have a minimum of 5 feet between the driveways, as measured to outside edge of the driveway apron.</p>			
Driveways Widths	<p>Minimum 10 feet Maximum 20 feet Circular driveways may range in width from 12 to 20 feet wide</p>			
Garage Door Locations	<p>The face of a garage door shall be located a minimum of 3 feet behind the Primary Façade of a residential building.</p> <p>Parking shall not be located below grade.</p>			
Maximum Garage Door Widths	<p>16 feet – for lots with less than 60 feet of street frontage.</p> <p>24 feet – for lots with 60 feet or more of street frontage.</p>			

B. Zone R-3

TABLE 22.362.070-B: ZONE R-3 DEVELOPMENT STANDARDS

LOT & BUILDING CONFIGURATION	
Maximum Floor Area*	The maximum floor area shall be 100% of the net lot area. Floor area shall include all enclosed buildings except cellars or garages.
*Incentive Floor Area Maximum <i>*Incentive for Community Identified Architectural Style (see Section 22.362.060.L)</i>	If a multifamily residential building is designed in accordance with one of the prominent Optional Community Identified Architectural Styles listed in Section 22.362.060.L, the Maximum Floor Area may be increased by 1,200 sf per lot.
Maximum Lot Coverage	The maximum lot coverage shall be 75% of the net lot area. Lot coverage shall include all enclosed buildings.
Residential Density	Maximum Residential Density shall be subject to California State Law, General Plan, and Chapter 22.18 (Residential Zones) of the Los Angeles County Code.
SETBACKS & YARD AREAS	
Front Yard Depth	15 feet (min.) / 20 feet (max.)
Front Yard Planting Area	A minimum of 20% of the required front yard shall contain pervious or softscape landscaping.
Minimum Side Yard Width	5 feet
Minimum Reverse Corner Side Yard Width	10 feet
Minimum Rear Yard Depth	15 feet
2 nd Story Stepbacks on Side and Rear Yard	<p>Any portion of a Primary or Accessory structure above 14 feet in height shall be set back an additional 4 feet minimum from the Side Yard Setback lines.</p> <p>Balconies and rooftop decks are eligible to extend into the 4-foot second setback area as long as there is compliance with the Window Alignment and Privacy Study requirements in Section 22.362.060.G.5.</p>

FIGURE 22.362.070-B: SECOND STEPBACK BY HEIGHT



HEIGHT*

**Measured from "Maximum Grade" – The average grade of adjoining lots on either side of a given property. Maximum grade may be determined by the Director or Director of Public Works where it is impractical due to topographic conditions.*

Maximum Height

35 feet

The maximum height applies to all structures except chimneys and rooftop antennas.

PERMITTED PROJECTIONS INTO SETBACK AREAS

Permitted Projections Into Setback Areas

- Trellises are permitted to extend over the 2nd Floor Stepback area, but shall not extend into the side or rear setback on ground level.
- Bay windows on the first floor are permitted to encroach up to 2 feet into required yards, provided that they are not wider than 8 feet wide along the general direction of the wall of which it is a part;
- Fireplace structures are permitted to encroach up to 2 feet into required yards, provided that they are not wider than 8 feet wide along the general direction of the wall of which it is a part;
- Stoops may encroach into a required yard setback area, but are required to have an at-grade or bottom landing that is at least 3-feet by 3-feet in area;
- Planting boxes or masonry planters not exceeding 42 inches in height and 12 inches in depth.

PARKING AND ACCESS

Parking

As required by Chapter 22.112 (Parking).

C. Zone C-2 and MXD.

1. Maximum Height. The maximum height of all structures, except chimneys and rooftop antennas, shall be 35 feet.
2. Maximum Floor Area. The maximum floor area shall be 100 percent of the net lot area. Floor area shall include all enclosed buildings.
3. Maximum Lot Coverage. The maximum lot coverage shall be 75 percent of the net lot area. Lot coverage shall include all enclosed buildings.
4. Setback. For structures that exceed 17 feet in height and are located on a lot adjacent to a Residential Zone, the maximum height of the structure at five feet from the property line adjacent to the Residential Zone shall be 10 feet and any portion of the structure that exceeds 10 feet in height shall be set back an additional foot for every additional foot in height.
5. Lighting. Exterior lighting shall be of top-shielded or hooded design intended to direct light away from adjacent lots and prevent off-site illumination. Street lighting shall be consistent with the neighborhood pattern except where Public Works determines that a different street lighting configuration is required for the protection of public health and safety.

22.318.080 Area-Specific Development Standards.

(Reserved).

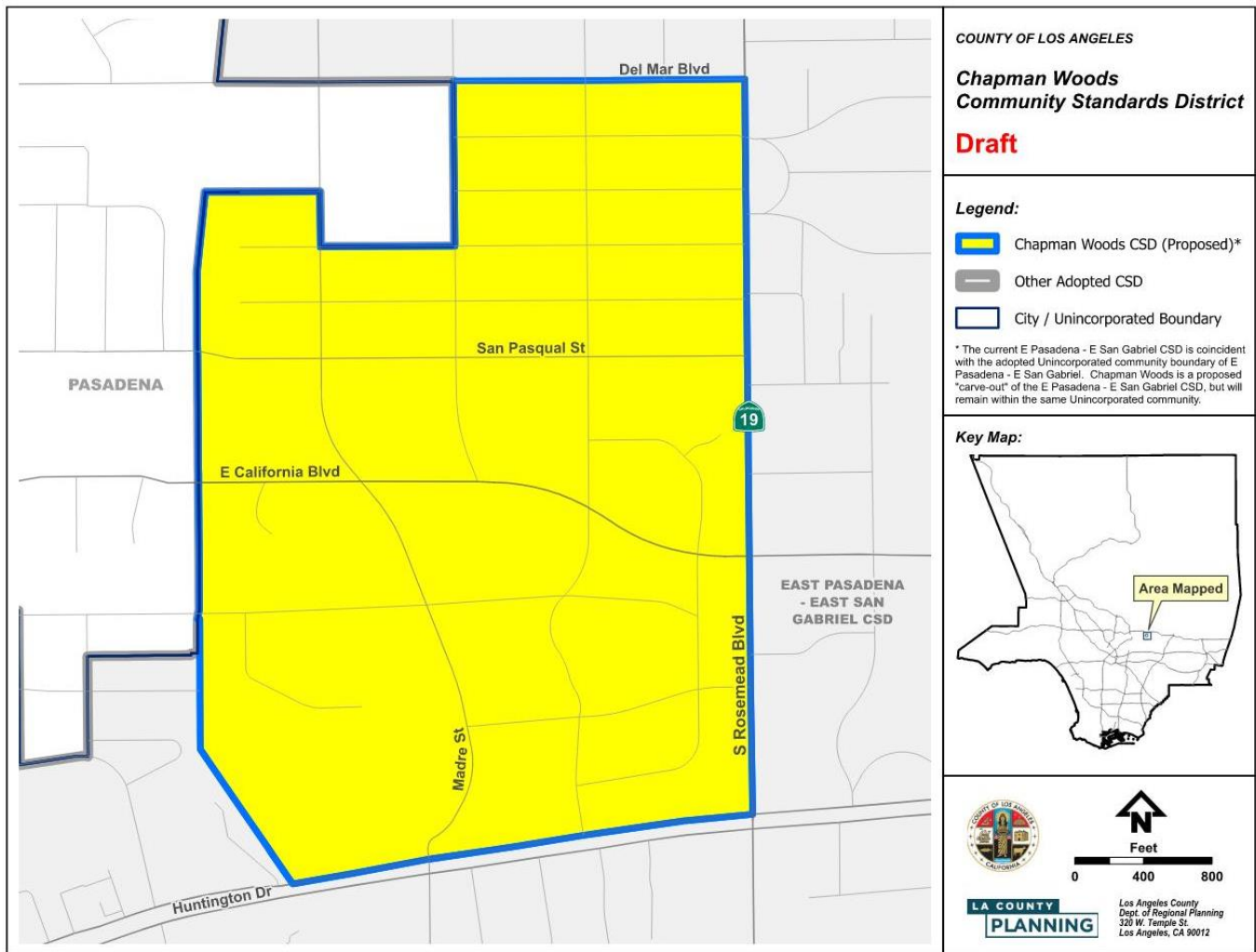
22.362.090 Modification of Development Standards.

A. Modifications to any standards in this Chapter are subject to a Minor Conditional Use Permit (Chapter 22.160) application, and shall be subject to the additional findings below:

1. The application of these standards would result in practical difficulties or unnecessary hardships inconsistent with the purpose of this CSD; or,

2. There are exceptional circumstances or conditions that are uniquely applicable to the subject property or to the intended development of the subject property that do not apply to other properties within the area governed by this CSD.

FIGURE 22.362-A: CHAPMAN WOODS CSD BOUNDARY



PROPOSED ENVIRONMENTAL DETERMINATION

DETERMINATION DATE: September 21, 2022

PROJECT NUMBER: PRJ2021-003368

PERMIT NUMBER(S): ADVANCE PLANNING CASE NO. RPPL2021009333

SUPERVISORIAL DISTRICT: 5

PROJECT LOCATION: The community of Chapman Woods in East Pasadena

CASE PLANNER: Kristina Kulczycki, Principal Regional Planner
kkulczycki@planning.lacounty.gov

The County of Los Angeles ("County") completed an initial review for the above-mentioned project. Based on examination of the project proposal and the supporting information included in the application, the County proposes that an Exemption is the appropriate environmental documentation under the California Environmental Quality Act ("CEQA"). The project qualifies as Class 1, 3, and 4 Categorical Exemption under State CEQA Guidelines Sections 15301, 15303, and 15304 as classes of projects which do not have a significant effect on the environment because the project will update the residential design standards for an area currently covered by the adopted East Pasadena - East San Gabriel Community Standards District ("CSD"). This project will create a new CSD for the community of Chapman Woods and will revise the residential development standards to ensure that new development will be consistent with the existing community character of the neighborhood. None of the standards will introduce new land uses within the existing zones. All development standards are consistent with the baseline condition of the area. See attachments for a more detailed analysis of the project and applicable exemptions.

Attached: Notice of Exemption and Attachment

Notice of Exemption

To:

☐ Office of Planning and Research
P.O. Box 3044
Sacramento, CA 95812-3044

☐ County Clerk
County of: Los Angeles, Business Filings
12400 E. Imperial Hwy., #1201
Norwalk, CA 90650

From:

Public Agency: LA County Planning
320 W. Temple Street, 13th Floor
Los Angeles, CA 90012

Project Title: _____

Project Applicant: _____

Project Location - Specific: _____

Project Location - City: _____ Project Location - County: _____

Description of Nature, Purpose and Beneficiaries of Project: _____

Name of Public Agency Approving Project: Los Angeles County

Name of Person or Agency Carrying Out Project: _____

Exempt Status: **(check one):**

- ☐ Ministerial (Sec. 21080(b)(1); 15268);
- ☐ Declared Emergency (Sec. 21080(b)(3); 15269(a));
- ☐ Emergency Project (Sec. 21080(b)(4); 15269(b)(c));
- ☐ Categorical Exemption. State type and section number: _____
- ☐ Statutory Exemption. State code number: _____
- ☐ Exemptions for Agricultural Housing, Affordable Housing, and Residential Infill Projects. State type and section number: _____

Reasons why project is exempt: _____

Lead Agency

Contact Person: _____ Area Code/Telephone/Extension: _____

If filed by applicant:

1. Attach certified document of exemption finding.
2. Has a Notice of Exemption been filed by the public agency approving the project? ☐ Yes ☐ No

Signature: _____ Date: _____ Title: _____

☐ Signed by Lead Agency

☐ Signed by Applicant

Date Received for filing at OPR: _____

ATTACHMENT TO NOTICE OF EXEMPTION
COUNTY OF LOS ANGELES
CHAPMAN WOODS COMMUNITY STANDARDS DISTRICT

1. Project Description

LA County Planning is undertaking the process of revising the existing East Pasadena – East San Gabriel Community Standards District (“CSD”) to create a separate district for the community of Chapman Woods. In response to a motion by the Board of Supervisors, LA County Planning is creating the Chapman Woods CSD with the intention of preserving the existing residential neighborhood character through development standards for building height, size, massing, and location as they relate to the lot size. Standards will incentivize the incorporation of community identified architectural styles found within the neighborhood through increase of building floor area and height and decrease of setbacks if a set of objective building design standards are incorporated into new development projects. As all standards relate to refining the residential building design of a project, none of the standards introduce new primary uses in the zone or deviate from the existing baseline conditions of the area. These regulations are not intended to create a change in land use or density for any of the properties located within the CSD boundaries. Additionally, no construction activities or specific developments are proposed as part of this project.

2. Description of Project Site

Chapman Woods is an established residential community located west of the City of Arcadia and east of the City of San Marino generally bounded by Del Mar Boulevard to the north, a utility right-of-way to the west, Huntington Drive to the south, and Rosemead Boulevard to the east. There are approximately 518 parcels within the neighborhood, and they are predominately developed with single-family homes. There is a wide range of architectural styles found within the community including Ranch, French Country, Colonial, Craftsman, Tudor Revival, Spanish Revival, and Minimal Traditional.

3. Reasons Why This Project is Exempt

The project qualifies for Class 1, Existing Facilities; Class 3 New Construction or Conversion of Small Structures; and Class 4, Minor Alterations to Land under the California Environmental Quality Act (“CEQA”) Guidelines Sections 15301, 15302, 15303, and 15304 as classes of projects which do not have a significant effect on the environment.

Class 1: Section 15301, Existing Facilities

Class 1 consists of the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of existing or former use...Examples include, but are not limited to:

a) Interior or exterior alterations involving such things as interior partitions, plumbing, and electrical conveyances;

(e) Additions to existing structures provided that the addition will not result in an increase of more than:

(1) 50 percent of the floor area of the structures before the addition, or 2,500 square feet, whichever is less;

(2) 10,000 square feet if:

(A) The project is in an area where all public services and facilities are available to allow for maximum development permissible in the General Plan and

(B) The area in which the project is located is not environmentally sensitive

(h) Maintenance of existing landscaping, native growth, and water supply reservoirs...

(I) Demolition and removal of individual small structures listed in this subdivision:

(1) One single-family residence. In urbanized areas, up to three single-family residences may be demolished under this exemption.

(4) Accessory (appurtenant) structures including garages, carports, patios, swimming pools, and fences.

The community of Chapman Woods is an existing single-family residential. Future construction projects in the community will mainly consist of remodels or complete demolition and rebuild of residences. The standards proposed in the CSD will dictate the size and placement of residential development including accessory structures. Therefore, this project will qualify for the Class 1 exemption. Furthermore, no construction activities or direct alteration of land is proposed as part of this project.

Class 3: Section 15303, New Construction or Conversion of Small Structures

Class 3 consists of construction and location of limited numbers of new, small facilities and structures; installation of small new equipment and facilities in small structures; and the conversion of existing small structures from one use to another where only minor modifications are made in the exterior of the structure...Examples of this exemption include, but are not limited to:

(a) One single-family residence, or a second dwelling unit in a residential zone. In urbanized areas, up to three single-family residences may be constructed or converted under this exemption.

(b) A duplex or similar multi-family residential structure, totaling no more than four dwelling units. In urbanized areas, this exemption applies to apartments, duplexes and similar structures designed for not more than six dwelling units.

(e) Accessory (appurtenant) structures including garages, carports, patios, swimming pools, and fences.

This project qualifies for the Class 3 exemption because the project is intended to apply new development standards to residential projects, as listed above. The Chapman Woods CSD will include residential building size, height, and locational standards for remodels and new construction. The standards will also apply to residential accessory structures and uses. They are intended to guide future development within the community and ensure that it is consistent with the existing residential neighborhood character.

Class 4: Section 15304, Minor Alterations to Land

Class 4 consists of minor public or private alterations in the condition of land, water, and/or vegetation which do not involve removal of healthy, mature, scenic trees except for forestry or agricultural purposes. Examples include, but are not limited to:

(b) New gardening or landscaping, including the replacement of existing conventional landscaping with water efficient or fire resistance landscaping.

The current baseline condition of the community includes existing residential design standards and minimum landscaping requirements. The new Chapman Woods CSD will preserve the requirement for at least 50 percent of the front yard to be landscaped and will add additional tree planting/preservation requirements as well. Therefore, the proposed standards qualify for the Class 4 exemption.

4. Review of Possible Exceptions to the Categorical Exemptions

Section 15300.2 of the CEQA Guidelines identifies circumstances when a categorical exemption cannot be used. This project has been reviewed to determine if any of the conditions listed in this section might invalidate findings that the project is exempt under CEQA. None of these exceptions to the categorical exemptions are applicable:

(a) Location: This project qualifies for Categorical Exemptions Classes 3 and 4 which each require analysis by location in order ensure that a project is not located in a particularly sensitive environment where its impacts would ordinarily be insignificant, but circumstantially would be significant. The Chapman Woods community is not located within a Significant Ecological Area¹ and all future development projects proposed within the area of the Chapman Woods Community Standards District will continue to be

¹ LA County Planning, "Significant Ecological Areas and Coastal Resource Areas Policy Map." In: LA County General Plan 2035.

reviewed by LA County departments such as Fire, Public Health, Public Works, and Parks and Recreation to ensure compliance with LA County Code requirements. No construction activities are proposed as part of this project.

- (b) Cumulative Impact:** The project will not have any adverse impact on the environment either individually or cumulatively since this project is limited to an update to existing residential development standards. The baseline condition of the area is a developed, single-family neighborhood. The proposed standards will not create new land uses, rezone any of the properties, or increase the density. Therefore, no significant impacts are anticipated as a result of the standards proposed as part of this project.
- (c) Significant Effect:** No unusual circumstances will cause this project to have a significant effect on the environment because the development standards will be limited to refining the size and massing of buildings for land uses that are currently permitted in the zone. This community is developed with single-family residences and none of the standards will impact the existing land uses. The standards are guide future development for continuity and compatibility with the existing character of the neighborhood.
- (d) Scenic Highways:** There are no scenic highways in Chapman Woods.²
- (e) Hazardous Waste Sites:** The project is not located on a site included on any list compiled pursuant to Section 65962.5 of the Government Code. There is one voluntary cleanup site located north of the project area at 175 S. Kinneloa Avenue, Pasadena³ and one cleanup program site east of the project area located at 3703 Huntington Drive, Pasadena.⁴ However, neither of these sites are within the project area. Cleanup efforts and/or land use restrictions are only applicable to the subject properties and will not impact development within the project area of Chapman Woods.
- (f) Historical Resources:** No officially designated or mapped historic resources are located within the project area. Furthermore, any future construction projects that may be of historic significance will be evaluated when a development application is submitted and none of the standards would prevent the preservation of a historic resource.⁵

² Caltrans list of Officially Designated County Scenic Highways (from Caltrans website: <https://dot.ca.gov/programs/design/lap-landscape-architecture-and-community-livability/lap-liv-i-scenic-highways>, accessed July 21, 2022).

³ EnviroStor Database <https://www.envirostor.dtsc.ca.gov/public/>, accessed July 21, 2022.

⁴ GeoTracker Database <https://geotracker.waterboards.ca.gov/>, accessed July 21, 2022.

⁵ Los Angeles County Historical Landmark Database:

<http://hlrc.lacounty.gov/HLRC/pdf/Registry%202020.pdf?ver=2020-06-24-172750-153>; California Historical Landmarks Database: http://ohp.parks.ca.gov/?page_id=21427; and the National Register of Historic Places: <https://www.nps.gov/subjects/nationalregister/database-research.htm>, all accessed July 21, 2022).

**SUMMARY OF PROCEEDINGS
REGIONAL PLANNING COMMISSION
CHAPMAN WOODS COMMUNITY STANDARDS DISTRICT ORDINANCE
PROJECT NO. PRJ2021-003368-(5)
ADVANCE PLANNING CASE NO. RPPL2021009333**

On November 9, 2022, the Regional Planning Commission (RPC) conducted a duly-noticed public hearing to consider the establishment of the Chapman Woods Community Standards District (Ordinance), which is an amendment to Title 22 that applies development standards specific to the community of Chapman Woods in order to preserve its existing residential neighborhood character. During the public hearing, staff provided an overview of the Ordinance. The Commission discussed the importance of noting in the Ordinance that state law supersedes the limits set forth in the Ordinance.

One member of the public spoke with overall support for the Ordinance, but also remarked that existing homes are potentially vulnerable to being torn down and replaced with larger structures, especially on smaller lots. They expressed concern that on smaller lots, the allowance of additional gross floor area along with accessory dwelling units may decrease the open space and amplify the density. They also mentioned a concern that the diagrams related to door and window placement may be misconstrued by developers to require their placement to precisely mirror the examples contained in the CSD. The consultant for LA County Planning responded with a reminder that this is not a plan for historic preservation and that the Ordinance must have objective standards; and that the Ordinance cannot override state laws, but that the Implementation Guide and standards developed in the Ordinance will be a guide for developers. The consultant also clarified that exempt projects are not mandated to comply with the Ordinance. The consultant clarified for the Commission that five of the six community meetings were virtual, and one was hosted at the Eaton Blanche Park, adjacent to the community.

The RPC closed the public hearing and voted unanimously to recommend approval of the Ordinance to the Board of Supervisors.

VOTE:

Concurring: Commissioners Louie, Moon, O'Connor, Hastings, and Duarte-White

Dissenting: None

Abstaining: None

Absent: None

Action Date: November 9, 2022

**RESOLUTION
COUNTY OF LOS ANGELES
REGIONAL PLANNING COMMISSION
CHAPMAN WOODS COMMUNITY STANDARDS DISTRICT
PROJECT NO. PRJ2021-003368-(5)
ADVANCE PLANNING CASE NO. RPPL2021009333**

WHEREAS, the Regional Planning Commission (hereinafter, the "Commission") of the County of Los Angeles ("County") has conducted a duly noticed public hearing on November 9, 2022 to consider an ordinance, (hereinafter, the "Chapman Woods Community Standards District Ordinance" or the "Ordinance") that amends Title 22 (Planning and Zoning) of the Los Angeles County Code (hereinafter, the "County Code") to revise the boundary of the East Pasadena – East San Gabriel Community Standards District ("CSD"), and create the Chapman Woods CSD with associated development standards; and

WHEREAS, the Commission finds as follows:

1. The East Pasadena – East San Gabriel CSD, adopted in 2002, combined the Chapman Woods CSD and Northeast San Gabriel CSD. The purpose of the CSD is to preserve the existing community character and restricting "mansionization" in the area.
2. On June 8, 2021, the County Board of Supervisors ("Board") made a motion to amend the East Pasadena – East San Gabriel CSD, and potentially create a separate CSD for the Chapman Woods community, to address the issue of out-of-character new construction within the neighborhood.
3. The proposed Ordinance will address the issues raised by the community through floor area restrictions, building setbacks, landscaping requirements, building height standards, and the identification of existing architectural styles present in the community.
4. Chapman Woods is an established residential community located west of the City of Arcadia and east of the City of San Marino. It is generally bounded by Del Mar Boulevard to the north, a utility right-of-way to the west, Huntington Drive to the south, and Rosemead Boulevard to the east. It predominately comprises single-family homes with a wide range of architectural styles including Ranch, French Country, Colonial, Craftsman, Tudor Revival, Spanish Revival, and Minimal Traditional.
5. The Ordinance contains standards to address the unique character of the area. Proposed development standards are related to residential development including building size, massing, and architectural design. None

of the standards will increase the density or allow new land uses in the existing designated zones. The standards are only intended to guide future development for continuity and compatibility with the existing residential character of the neighborhood. Therefore, with the addition of the proposed standards, the amendment will create consistency with the surrounding area.

6. The proposed Ordinance is consistent with and supportive of the goals and policies of the General Plan to retain compatible design. Standards allow for and encourage sustainable design and energy conservation. When a discretionary review is required, additional review of landscaping and vegetation plans will be required. With objective design standards in the proposed Ordinance, applications can continue to be reviewed ministerially and therefore, continue to align with policies to promote streamlined review processes.
7. The CSD update is intended to address the requests from the community and authorize, or clarify, development standards that are consistent with the existing neighborhood design. Therefore, approval of the amendment will be in the interest of public health, safety, and general welfare and in conformity with good zoning practice.
8. The proposed Ordinance will not increase the density or expand the list of permitted land uses within the zones. Proposed standards will adjust the height, setback, floor area ratio, and massing that were previously adopted with the East Pasadena – East San Gabriel CSD to be more tailored to the specific lot sizes of Chapman Woods. Additional objective standards will incentivize development to be consistent with existing architectural styles found in the community. Therefore, the amendment is consistent with other applicable provisions of this Title 22.
9. Department of Regional Planning staff conducted outreach for the proposed Ordinance with stakeholders, community members, and an advisory committee. In addition to attending local community meetings to provide updates, the Department hosted two community workshops in October 2022 and created surveys to gather additional feedback on topics to be included in the proposed Ordinance. After releasing the public draft of the CSD, another online community meeting was held on October 6, 2022 to receive feedback.
10. The proposed Ordinance qualifies for a Categorical Exemption (Sections 15301, 15303, and 15304, Classes 1, 3, and 4) under the California Environmental Quality Act (“CEQA”) and the County environmental guidelines.
11. Pursuant to Section 22.222.180 of Title 22, the public hearing was published in the San Gabriel Valley Tribune on September 19, 2022. Notices were sent

to all property owners within the Chapman Woods community and those on the Department courtesy notification list. Additionally, the hearing notice and materials were posted on the Department's website and promoted through social media.

12. On November 9, 2022, the Commission conducted a duly-noticed public hearing to consider the establishment of the Chapman Woods CSD. One member of the public spoke with overall support of the proposed Ordinance, but also had concerns over its impact on smaller lots, such as the replacement of existing residences, and how developers will interpret the application of windows and doors on the facades based on the diagrams provided in the proposed Ordinance. The Commission discussed the importance of noting in the proposed Ordinance that state housing laws may supersede local regulations.

THEREFORE, BE IT RESOLVED THAT the Regional Planning Commission recommends to the Board of Supervisors of the County of Los Angeles as follows:

1. That the Board hold a public hearing to consider adopting the Ordinance that amends Title 22 of the Los Angeles County Code to create the Chapman Woods CSD and associated standards and revise the boundaries of the East Pasadena – East San Gabriel Valley CSD; and
2. That the Board adopt the Ordinance and determine that the standards proposed in the Ordinance are consistent with the community character and surrounding area, compatible with and supportive of the goals and policies of the Los Angeles County General Plan in the interest of public health, safety, and general welfare and in conformity with good zoning practice, and consistent with other applicable provisions of this Title 22; and
3. That the Board find that this project is not subject to the California Environmental Quality Act, in that it can be seen with certainty that there is no possibility that the attached proposed ordinance may have a significant effect on the environment.

I hereby certify that the foregoing resolution was adopted by a majority of the voting members of the Regional Planning Commission on the County of Los Angeles on November 9, 2022.

Elida Luna

Elida Luna, Secretary
County of Los Angeles
Regional Planning Commission

APPROVED AS TO FORM: OFFICE OF THE COUNTY COUNSEL

By *Lisa Jacobs*
Lisa Jacobs, Deputy County Counsel
Property Division

BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	3/1/2023		
BOARD MEETING DATE	4/11/2023		
SUPERVISORIAL DISTRICT AFFECTED	<input type="checkbox"/> All <input type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input type="checkbox"/> 4 th <input checked="" type="checkbox"/> 5 th		
DEPARTMENT(S)	Department of Regional Planning		
SUBJECT	Southeast Antelope Valley Community Standards District Update – Title 22		
PROGRAM			
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
	If Yes, please explain why:		
DEADLINES/ TIME CONSTRAINTS			
COST & FUNDING	Total cost: \$	Funding source:	
	TERMS (if applicable):		
	Explanation:		
PURPOSE OF REQUEST	Adopt an ordinance amending Title 22 of the Los Angeles County Code to update the Southeast Antelope Valley Community Standards District.		
BACKGROUND (include internal/external issues that may exist including any related motions)	As a component of the General Plan, the Antelope Valley Area Plan directs staff to complete a comprehensive review of all existing community standards districts for potential updates to address unique conditions that exist within a community. This project will update the Southeast Antelope Valley Community Standards District for the communities of Sun Village and Littlerock to provide development standards that are more compatible with the rural lifestyle and update the commercial design standards for the two commercial corridors.		
EQUITY INDEX OR LENS WAS UTILIZED	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:		
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please state which one(s) and explain how:		
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Kristina Kulczycki, Principal Planner 213-974-6476, kkulczycki@planning.lacounty.gov		

LOS ANGELES COUNTY DEPARTMENT OF REGIONAL PLANNING

AMY J. BODEK, AICP
Director,
Regional Planning

DAVID DE GRAZIA
Deputy Director,
Current Planning

DENNIS SLAVIN
Chief Deputy Director,
Regional Planning

JON SANABRIA
Deputy Director,
Land Use Regulations

CONNIE CHUNG, AICP
Deputy Director,
Advance Planning

JOSEPH HORVATH
Administrative Deputy,
Administration

April 11, 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:

**PUBLIC HEARING ON THE
UPDATE TO THE SOUTHEAST ANTELOPE VALLEY
COMMUNITY STANDARDS DISTRICT ORDINANCE
PROJECT NO. 2019-003974-5
ADVANCE PLANNING CASE NO. RPPL2019002636
PROJECT LOCATION: LITTLEROCK AND SUN VILLAGE
(FIFTH SUPERVISORIAL DISTRICT) (3-VOTES)**

SUBJECT

The recommended action is to approve the update to the Southeast Antelope Valley Community Standards District Ordinance (Ordinance). The proposed Ordinance adds new development standards to address the specific needs of the Sun Village and Littlerock communities. Proposed development standards include regulations on accessory uses and structures, such as fences and walls, cargo shipping containers, personal vehicles, rural artifacts, signs, and tractor-trailer/semi-truck parking in agricultural zones where the owner or operator resides on-site. Commercial standards include updated parking lot design and landscaping requirements, as well as architectural design standards for the two commercial corridors. There is also a new requirement for a public hearing process when a new drive-through facility with food services is proposed on a property adjacent to Pearblossom Highway. A project summary is included as Attachment 1, and the proposed Ordinance is included as Attachment 2.

IT IS RECOMMENDED THAT THE BOARD AFTER THE PUBLIC HEARING,

1. Find that the project is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to state and local CEQA guidelines;

2. Indicate its intent to approve the proposed Ordinance (Advance Planning Case No. RPPL2019002636), as recommended by the Regional Planning Commission (RPC); and
3. Instruct County Counsel to prepare the final documents for the Ordinance and submit them to the Board of Supervisors (Board) for its consideration.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On June 16, 2015, the Board adopted the Antelope Valley Area Plan (AVAP), which includes goals and policies applicable to the unincorporated areas in the Antelope Valley. The AVAP specifies that a comprehensive review shall be required of all existing Community Standards Districts (CSDs) and may include a program to prepare and adopt new CSDs. The adoption of the proposed Ordinance will advance the implementation program for the AVAP and meet its goals and policies, as well as those contained in the General Plan.

The proposed Ordinance updating the Southeast Antelope Valley includes development standards and procedures to maintain and enhance the rural character of the area. Development standards in the proposed Ordinance include the allowance of accessory tractor-trailer or semi-truck parking on agriculturally zoned lots of at least one gross acre in size if all standards are met. The owner or operator must live on the property, the truck parking area must comply with setback and on-site turnaround requirements, and the site must not be located in a Significant Ecological Area or Special Flood Hazard Area (100-year [one percent annual chance] flood areas), as mapped by the Federal Emergency Management Agency. A site plan will be required to establish this use and ensure that the truck parking will meet the proposed standards.

The proposed Ordinance permits the height of fences and walls within front yards to be up to six feet, and up to eight feet in the interior side and rear yards. Accessory cargo shipping containers on agriculturally zoned parcels are permitted with screening and a limit on the number of containers based on the size of the lot. Painted wall signs are permitted; however, there is a prohibition on internally illuminated signs. Freestanding signs within the Pearblossom Highway Commercial Area are permitted on lots with smaller widths than the Zoning Code currently allows. Pickup trucks and vehicles under 10,000 pounds Gross Vehicle Weight are considered personal vehicles and the proposed Ordinance allows them to park in the same areas as passenger vehicles. The display of rural artifacts, or commonly found rural equipment such as tractors or mining carts, is permitted with development standards to guide their placement.

The proposed Ordinance also includes a front yard landscaping requirement for the Palmdale Boulevard and Pearblossom Highway Commercial Areas, which aligns with the C-RU (Rural Commercial) Zone landscaping requirements of one 24-inch box tree for every 20 linear feet of frontage. The proposed Ordinance also requires that when native plants on the Southeast Antelope Valley Plant List are not available, drought-tolerant non-invasive plants shall be used. In addition, the proposed Ordinance requires commercial parking lots to be as far from the

Residential or Agricultural Zones as possible, and behind or next to the primary commercial building whenever possible. Additionally, there is a requirement to submit a truck on-site turnaround plan to Public Works for review. Furthermore, a Conditional Use Permit (CUP) is required for new drive-through facilities associated with a restaurant or food establishment if the property is located adjacent to Pearblossom Highway.

The proposed Ordinance also requires new commercial buildings or additions to existing buildings within the Pearblossom Highway Commercial Area to be designed to meet one of three existing architectural styles found in the community: Old West or Western Frontier, Spanish Colonial Revival, or Victorian (Folk). The proposed Ordinance includes a list of objective design standards associated with each of these styles. The proposed Ordinance also updates the Palmdale Boulevard Commercial Area architectural styles to clarify the community's desire for a village look and require the application of Southwestern (except Adobe), Art Deco, or Mediterranean influenced architecture. The Palmdale Boulevard Commercial Area requirement for a ceramic tile roof has been removed and the application of texture, such as brick or stonework, has been added as an option for creating variation in the building façade. Furthermore, the proposed Ordinance requires a CUP or the modification of CSD development standards.

On October 19, 2022, the RPC held a public hearing and voted unanimously to recommend approval of the proposed Ordinance. A summary of the RPC proceedings is included as Attachment 4. The RPC's resolution is included as Attachment 5.

Implementation of Strategic Plan Goals

The proposed Ordinance supports the County's Strategic Plan Goal II: Foster Vibrant and Resilient Communities; Objective II.2.3: Prioritize Environmental Health Oversight and Monitoring, which aims to strengthen the County's capacity to effectively prevent, prepare for, and respond to emergent environmental and natural hazards and reduce impacts to disproportionately affected communities. The Antelope Valley contains mapped environmental and natural hazards, including Very High Fire Hazard Severity Zones, Flood Hazard Areas, and Seismic Hazards. The proposed Ordinance contains development standards intended to preserve the existing low-density rural character of the area. Standards ensure that new development will be consistent with the community character and will mitigate hazards in the community.

In addition, the proposed Ordinance supports Goal III: Realize Tomorrow's Government Today; Objective III.3.4; Reduce waste generation and recycle and reuse waste resources, which aims to increase landfill diversion and recycling programs and infrastructure, and inspire the community to reduce, reuse, and recycle waste materials by allowing for the repurposing of cargo shipping containers as storage in agriculturally zoned areas.

The continuous dialogue with the communities in the form of surveys, meetings, drafts, and social media updates shaped the proposed Ordinance. Engagement efforts with the communities of Sun Village and Littlerock throughout the development of the proposed

Ordinance ensured that it meets Objective III.4.1 directing the Department to solicit ongoing customer feedback regarding accessing and/or receiving services. In addition to understanding the community's vision for future development, the community meetings provided a forum to share current County Code requirements and their implementation, including enforcement processes and procedures.

FISCAL IMPACT/FINANCING

Adoption of the proposed Ordinance will not result in any significant new costs to the Department of Regional Planning or other County departments and agencies.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

In addition to the public hearing conducted by RPC on October 19, 2022, a public hearing before the Board is required pursuant to Section 22.232.040.B.1 of the County Code and Section 65856 of the California Government Code. Required notice was given pursuant to the procedures and requirements set forth in Section 22.222.180 of the County Code.

ENVIRONMENTAL DOCUMENTATION

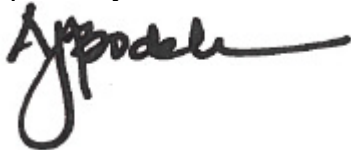
The proposed Ordinance is categorically exempt from CEQA per Sections 15301, 15302, 15303, 15304, and 15311 (Class 1, 2, 3, 4, and 11 Categorical Exemptions) and the County Environmental Guidelines. The Notice of Exemption is included as Attachment 3.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the Ordinance will not significantly impact County services.

For further information, please contact Kristina Kulczycki, Principal Regional Planner, Community Studies North Section, at (213) 974-6476 or kkulczycki@planning.lacounty.gov.

Respectfully submitted,



AMY J. BODEK, AICP
Director of Regional Planning

AJB:CC:MSH:KK:ar

Attachments:

1. Project Summary
2. Proposed Ordinance
3. CEQA Notice of Exemption

4. RPC Hearing Proceedings
5. RPC Resolution

c: Executive Office, Board of Supervisors
Assessor
Chief Executive Office
County Counsel
Fire Department
Parks and Recreation
Public Health
Public Works

S_04_25_2023_AP_BL_SOUTHEAST_AV_CSD

**COUNTY OF LOS ANGELES
DEPARTMENT OF REGIONAL PLANNING**

PROJECT SUMMARY

PROJECT DESCRIPTION:	An ordinance to update the Southeast Antelope Valley Community Standards District.
REQUEST:	Approval and adoption of the ordinance
LOCATION:	The communities of Sun Village and Littlerock
STAFF CONTACT:	Kristina Kulczycki, 213-974-6476, kkulczycki@planning.lacounty.gov
RPC HEARING DATE(S):	October 19, 2022
RPC RECOMMENDATION:	Approval and recommendation to the Board to consider approval of the ordinance.
MEMBERS VOTING AYE:	Commissioners Louie, O'Connor, Moon, Hastings, and Duarte-White
MEMBERS VOTING NAY:	None
MEMBERS ABSENT:	None
MEMBERS ABSTAINING:	None
KEY ISSUES:	The ordinance includes standards for accessory structures and uses such as fences and walls, cargo shipping containers, signs, personal vehicles, rural artifacts (i.e., display of farming or mining equipment), and parking a tractor-trailer or semi-truck on an agriculturally zoned property when the

owner or operator resides on the premises. The landscaping requirements for rural, commercial and industrially zoned projects and the commercial design standards for both Pearblossom Highway and Palmdale Boulevard Commercial areas will be updated as well.

MAJOR POINTS FOR:

The adoption of the ordinance implements the Antelope Valley Area Plan and is responsive to requests from the communities to allow standards that are consistent with the rural character of the area, such as higher fences and walls, accessory cargo shipping containers, the display of rural artifacts, and larger pick-up trucks being considered as personal vehicles. This ordinance also provides a way for truck owners or operators to park their tractor-trailer or semi-truck on the property where they live, if certain development standards such as access from a paved, public road and a minimum lot size of one gross acre are met. Lastly, the ordinance will improve commercial development along both Pearblossom Highway and Palmdale Boulevard Commercial Areas by refining the list of architectural styles for each area, revising the landscaping requirements, guiding the location of on-site parking, and requiring a conditional use permit for food service drive-throughs on properties adjacent to Pearblossom Highway.

MAJOR POINTS AGAINST:

While unlikely, development standards could create unintentional nonconforming uses or structures within the boundaries of the CSD.

ORDINANCE NO. _____

An ordinance amending Title 22 – Planning and Zoning of the Los Angeles County Code, to amend the Southeast Antelope Valley Community Standards District, which defines and establishes development standards for properties located within the boundary described in Section 22.340.030.

The Board of Supervisors of the County of Los Angeles ordains as follows:

SECTION 1. Chapter 22.340 is hereby amended to read as follows:

Chapter 22.340 Southeast Antelope Valley Community Standards

District

- | | |
|-------------------|---|
| 22.340.010 | Purpose. |
| 22.340.020 | Definitions. |
| 22.340.030 | District Map. |
| 22.340.040 | Applicability. |
| 22.340.050 | Application and Review Procedures. |
| 22.340.060 | Community-Wide Development Standards. |
| 22.340.070 | Zone-Specific Development Standards. |
| 22.340.080 | Area-Specific Development Standards. |
| 22.340.090 | Modification of Development Standards. |

22.340.010 Purpose.

The Southeast Antelope Valley Community Standards District ("CSD") is established to protect and enhance the community's rural, equestrian, and agricultural character as well as its natural features, including significant ecological areas, flood plains, and desert terrain. The standards contained in this CSD are also intended to ensure reasonable access to public riding and hiking trails, and to minimize the impacts of urbanization.

22.340.020 Definitions.

~~(Reserved)~~

Rural artifacts. Outdoor items that may include, but are not limited to farm, mining, or railroad equipment or old wagons that are displayed in a manner that adds to the intentional, framed, and organized decoration of a property.

22.340.030 District Map.

The boundaries of this CSD are shown on Figure 22.340-A: Southeast Antelope Valley CSD Boundary, at the end of this Chapter.

22.340.040 Applicability.

In conjunction with Section 22.300.020 (Application of Community Standards Districts to Property), this Chapter shall apply to any application for development, expansion, or change of use requiring Department approval that is filed after **[effective ordinance date]**. For expansion of an existing, legally established use as of **[effective ordinance date]**, this Chapter shall only apply to the new expansion portion and not to existing development. ~~This CSD shall not apply to:~~

A. ~~Development proposals which are the subject of applications for the following types of permits or approvals that were deemed complete prior to the effective date of this CSD:~~

- ~~1. Director's Reviews;~~
- ~~2. Tentative tract maps and parcel maps;~~
- ~~3. General Plan Amendments and Area Plan Amendments; and~~
- ~~4. Zone Changes; Conditional Use Permits, Variances, Zoning Conformance Reviews, or any other zoning permit applications.~~

B. ~~Existing buildings or structures, or any additions thereto, provided that:~~

- ~~1. Any change to such building or structure after the effective date of the ordinance establishing this CSD does not result in an increase in the occupancy load or parking requirement for the building or structure; and~~
- ~~2. Any addition to such building or structure after the effective date of the ordinance establishing this CSD does not cumulatively increase its existing floor area by more than 25 percent.~~

22.340.050 Application and Review Procedures.

(Reserved)

22.340.060 Community-Wide Development Standards.

A. Design. Where a discretionary land-use permit subject to Type II (Chapter 22.228), Type III (Chapter 22.230), or Type IV (Chapter 22.232) Review is required, To the extent possible, development shall preserve existing natural contours, native vegetation, and natural rock outcropping features to the greatest extent feasible.

B. Property Maintenance.

1. All portions of any lot that are visible from a public or private street shall be kept free of debris, trash, lumber, overgrown or dead vegetation, broken or discarded furniture, and household ~~equipment~~appliances including but not limited to refrigerators, stoves, and freezers.

2. Rural artifacts are exempt from the minimum required yard setback requirements provided they are at least five feet from all property lines, a maximum height of up to six feet, and maintained in an orderly manner. They should not occupy more than 400 square feet of the property, nor shall they create a public nuisance or pose a safety hazard.

C. Outdoor Lighting. Outdoor lighting shall comply ~~be provided in accordance~~ with the applicable provisions of Chapter 22.80 (Rural Outdoor Lighting District).

D. Street Improvements. In new residential subdivisions ~~and divisions~~, local streets shall comply with the following standards in addition to the applicable provisions of Part 3 (Local Streets and Ways) of Chapter 21.24 in Title 21 (Subdivisions) of the County Code:

1. The maximum paved width of local streets shall not exceed 28 feet with unpaved shoulders, excluding any inverted shoulders, or concrete flow lines;

2. Curbs, gutters, and sidewalks shall be required only where necessary for the safety of pedestrian and vehicular traffic, and management of storm flows, as determined by Public Works; and

3. Inverted shoulder cross-sections shall be required unless an alternate design is deemed necessary for the safety of pedestrian and vehicular traffic, as determined by Public Works.

E. Street Lights. Where required, Sstreet lights shall be provided in accordance with the applicable provisions of Chapter 22.80 (Rural Outdoor Lighting District).

F. Alcoholic Beverage Sales. No business newly engaged in the sale of alcoholic beverages for ~~either on-site consumption or off-site consumption~~ shall be located within 1,000 feet of any public or private school ~~or legally established place of worship~~.

G. Fences. No garage doors of any kind, regardless of color or uniformity of design, shall be used for fencing. Fences within a required yard adjoining any public or private road shall comply with the applicable provisions of Section 22.110.070 (Fences and Walls) and shall be made of chain link, split rail, open wood, rock, block, split-faced or whole brick, wooden pickets, iron, any combination of the above, ~~or other materials approved by the Director~~.

H. Multiuse (Equestrian, Hiking, and Mountain Biking) Trails. ~~Except as provided in Subsection H.3, below, a~~All new subdivisions ~~and divisions~~ shall contain trails in accordance with the Trails Plan of the Antelope Valley Area Plan ("Trails Plan"). Conditions of approval for new subdivisions ~~and divisions~~ shall require that multiuse trail easements be dedicated to the County and that trail construction be completed by

the subdivider and approved by Parks and Recreation, prior to the recordation of the final map for the subdivision ~~land division~~.

1. Trail Standards. Trails built pursuant to this Subsection H shall satisfy the following minimum standards:

a. Feeder routes. To the greatest extent possible, and without requiring off-site land acquisitions by the subdivider, feeder routes shall be provided from every new subdivision ~~land division~~ to a main trails network shown on the Trails Plan; and

b. Multi-purpose use. The trails shall be designed to accommodate equestrian, hiking, and mountain bike uses with clear line-of-sight. ~~both pedestrian and equestrian uses.~~

2. Trail Maintenance. When trails and feeder routes are not required to be maintained by Parks and Recreation, the conditions of approval for new subdivisions ~~land divisions~~ shall require that said trails be maintained, subject to approval by Parks and Recreation, either by a homeowner's association, as stipulated within the Declaration of Covenants, Conditions, and Restrictions (CC&Rs) to which the trail or feeder route has been irrevocably deeded, or by a special district. If a special district is used, such district shall be an entity established as an assessment district pursuant to the Landscaping and Lighting Act of 1972, Sections 22500 et seq. of the California Streets and Highways Code (Landscaping and Lighting Act District), or it shall be some other entity capable of assessing and collecting trail maintenance fees from

the owners of the lots in the new subdivision ~~land division~~. ~~For purposes of this Subsection H, the trails and feeder routes that must be constructed so as to be suitable for acceptance and maintenance by Parks and Recreation are those trails and feeder routes identified in the Trails Plan, and those trails and feeder routes located on private property for which a trail easement has been dedicated to the County.~~

3. Alternative Trail Proposal. If it is infeasible for a subdivider to provide trails in accordance with the Trails Plan, alternative trail alignment proposals may be substituted. The alternative trail proposal shall be approved by Parks and Recreation, ~~not require off-site land acquisitions by the subdivider~~, and be connected, to the greatest extent possible, to a network of proposed, existing or feeder trails ~~shown on the Trails Plan~~.

22.340.070 Zone-Specific Development Standards.

A. Residential and Agricultural Zones. ~~Each new lot created by a land division shall contain a gross acre of not less than one acre.~~

1. Accessory Truck Tractor-Trailer Parking. One truck tractor, with or without one trailer or semi-trailer, may be parked in an agriculturally zoned property if a Ministerial Site Plan Review (Chapter 22.186) application is approved and all of the following requirements are met.

a. The property is the primary residence of the tractor-trailer owner or operator, and proof of residency is made available to the Department or law enforcement upon request.

- b. The property is at least one gross acre in size and fronts a paved and public road.
- c. The property is not located on a parcel containing a mapped Significant Ecological Area or Special Flood Hazard Areas (100-year [one percent annual chance] flood areas), as mapped by the Federal Emergency Management Agency.
- d. When parked on the property, the tractor-trailer shall be a minimum of 10 feet from all property lines and maintain all required setbacks. It shall not be parked within 35 feet of any building used for human habitation, other than the subject residence and any accessory dwelling unit to the subject residence.
- e. The tractor-trailer shall not exceed an overall length of 75 feet and the trailer shall not exceed 53 feet in length.
- f. The tractor-trailer shall not be parked on the driveway.
- g. The site plan shall depict the tractor-trailer parking area, the overall dimensions of the tractor-trailer, and the on-site circulation path, including a back-up turning radius of at least 60 feet and a minimum 120-foot diameter for a full turnaround. No backing onto or from the public right-of-way shall be permitted.
- h. In compliance with Title 12 (Environmental Protection) of the County Code, the tractor-trailer shall not be operated between the hours of 10:00 p.m.

and 7:00 a.m. unless the noise level of the operation is reduced to 45 dB(A) or less as measured at the property line.

i. The tractor-trailer parking area and driveway shall consist or be improved with materials that may include slag, gravel, or other similar materials, such as decomposed granite, or fully paved.

j. Drip pans, or similar ground covering and retention material, shall be used when tractor-trailer is parked.

k. Storage of equipment, materials, or supplies is prohibited.

l. Mechanical or routine maintenance shall be permitted subject to the limits and restrictions set forth in Chapter 12.08 (Noise Control) of Title 12 (Environmental Protection). Regardless of noise level, the following maintenance work shall not be permitted on-site:

i. Steam-cleaning or degreasing the vehicle.

ii. Welding.

iii. Use of pneumatic equipment, other than to repair a disabled vehicle.

iv. Tractor-trailer painting.

v. Tractor-trailer body and fender repairs, including engine or transmission work.

2. Cargo Shipping Containers. Notwithstanding Section 22.140.150 (Cargo Shipping Containers), non-habitable cargo shipping containers for the purpose of storage are permitted as an accessory use in the R-A, A-1 and A-2 Zones in the quantities identified in Table 22.340.070-A, provided the following development standards are met and necessary permits are issued by Public Works:

<u>Table 22.340.070-A: Cargo Shipping Containers</u>		
<u>Net Acreage of Lot</u>	<u>Maximum Total Linear feet</u>	<u>Max. Number of Containers</u>
<u>0 to < 0.5</u>	<u>20</u>	<u>2</u>
<u>0.5 to < 1</u>	<u>40</u>	<u>2</u>
<u>1 to < 3</u>	<u>80</u>	<u>2</u>
<u>3 to < 5</u>	<u>80</u>	<u>4</u>
<u>5 +</u>	<u>160</u>	<u>4</u>

- a. Size and Specifications. Cargo shipping containers shall not exceed 10 feet in height, 10 feet in width, and 40 feet in length.
- b. Location. Cargo shipping containers are prohibited in any required yard.
- c. Placement. Cargo shipping containers shall not be stacked upon each other or placed between the primary structure and the right-of-way.

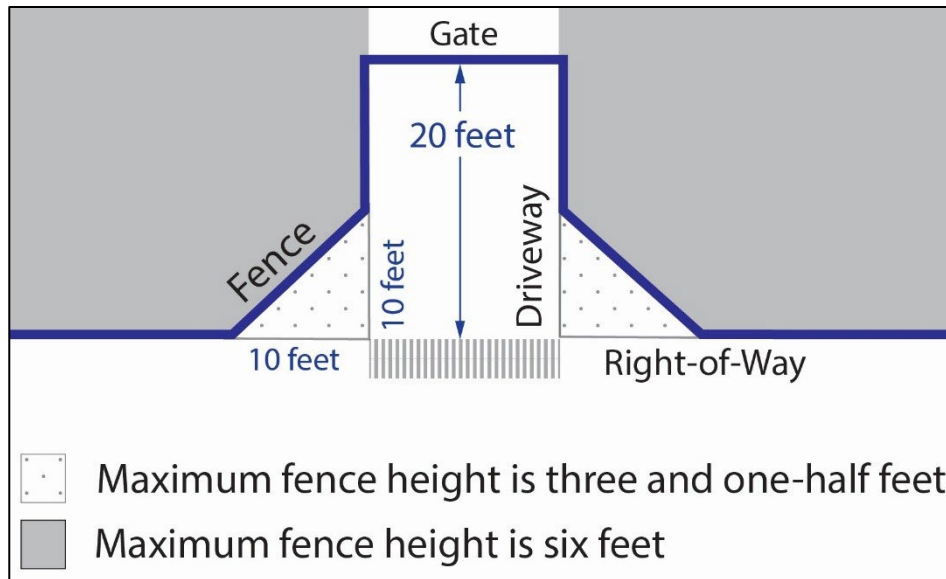
d. Design. Cargo shipping containers shall be painted in earth tones and one uniform color, and shall not display any images or lettering on their sides, except for images or lettering providing safety information related to the contents stored within, or otherwise required by the County Code, or any other applicable federal, state, or local regulation. The property's address numbering may be painted on or near the top of the container.

e. Safety and Maintenance. All cargo shipping containers shall be kept in a state of good repair, and any landscaping used as screening shall be kept properly maintained.

3. Fences and Walls. Notwithstanding the provisions listed in Section 22.110.070 (Fences and Walls), and subject to the requirements of Public Works, the following standards shall apply:

a. Front Yards. As shown in Figure 22.340.070-A, fences, walls, and landscaping used as fences or walls within a required front yard setback may be permitted up to a maximum height of six feet when located 10 feet or more from the driveway and shall provide at least 20 feet of vehicle clearance measured from the right-of-way line toward the property. When located less than 10 feet from the driveway, fences and walls shall be a maximum of three and one-half feet in height.

FIGURE 22.340.070-A: VIEW-OBSCURING FENCE OR WALL IN FRONT YARD



b. Interior Side and Rear Yards, Fences and walls within a required interior side yard or rear yard shall not exceed eight feet in height, provided that on the street or highway side of a corner lot such fence or wall shall be subject to the same requirements as for a corner side yard.

c. Corner Side Yards. Fences and walls within a required corner side yard shall be limited to eight feet in height when located five feet or more from the right-of-way line toward the property, and three and one-half feet in height when located less than five feet from the right-of-way.

d. Reversed Corner Side Yards. Fences and walls within a required reversed corner side yard shall be limited to eight feet in height when located 10 feet or more from the right-of-way line toward the property, and three and one-half feet in height when located less than ten feet from the right-of way.

4. Lot Area. Each new lot created by a subdivision shall contain a gross acre of not less than one acre.

5. Personal Vehicles. Pickup trucks and vehicles under 10,000 pounds Gross Vehicle Weight, including those with dual rear tires used as personal vehicles by the on-site resident shall be considered personal vehicles and shall be allowed to park in the same areas as passenger vehicles.

B. Rural, Commercial, and Industrial Zones.

1. Amenities. For commercial developments and mixed-use developments that include commercial uses, at least two of the following ~~pedestrian~~ amenities shall be provided within the subject property for public use:

- a. Benches;
- b. Bicycle racks;
- c. ~~Decorative lights~~ outdoor lighting along pedestrian paths;
- d. Drinking fountains;
- e. Landscaped buffers;
- f. Newsstands;
- g. Planter boxes;
- h. Special paving materials, such as treated brick, for pedestrian circulation areas;

- i. ~~Trash~~ Solid waste and recycling receptacles;
- j. Landscaped trellises or breezeways between buildings; ~~or~~
- k. ~~Other amenities approved by the Director.~~ Hitching posts; or
- l. Other amenities approved by the Director.

2. Yards. All buildings, walls, vehicle parking access, and circulation areas adjoining or adjacent to a residentially or agriculturally zoned lot shall;

a. Have a landscaped area with a width of not less than 25 feet along the property line adjoining or adjacent to the residentially or agriculturally zoned lot. Landscaping within this area shall consist of plants from the Southeast Antelope Valley Native Plant List on file with the Department, and shall include, but not be limited to, a minimum of one 15-gallon tree, planted and maintained within each 15-foot portion of lot width or depth adjoining or adjacent to the residentially or agriculturally zoned lot. Other drought-tolerant, noninvasive plant species may be used when native trees from the Southeast Antelope Valley Native Plant List are not available. Along the property line not adjoining a public or private street, a solid masonry wall at the property line with a five-foot yard may be substituted for the landscaped area with a width of not less than 25 feet.

i. In Commercial and Rural Zones, such solid masonry wall shall be at least six feet in height and shall not be more than 12 feet in height.

ii. In Industrial Zones, such solid masonry wall shall be at least eight feet in height and shall not be more than 15 feet in height.

b. Have side yards for reversed corner lots as required in the adjoining residentially or agriculturally zoned lot.

3. Vehicle access, circulation, parking, and loading areas shall be located as far as possible from adjoining or adjacent residentially or agriculturally zoned lots. Truck on-site circulation plans shall be submitted for review by Public Works.

4. Truck Access. Other than during the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, and health, environmental, and safety considerations permitting, lots with multiple street frontages shall permit access to trucks only from the street that is farthest from adjoining or adjacent residentially zoned lots.

5. Outside storage. Outside storage shall be maintained in accordance with the standards and requirements of Section 22.140.430 (Outdoor Storage) and so that the items in storage are not visible from adjoining or adjacent public or private streets and adjoining or adjacent residentially or agriculturally zoned lots at ground level.

6. Business Signs. Except as modified herein, all business signs shall conform to Chapter 22.114 (Signs):

a. Applicability. The sign regulations herein shall apply to new signs only, and shall not apply to existing signs which were legally established prior to the effective date of the ordinance establishing this CSD.

b. Wall Business Signs. Wall business signs shall be mounted flush and affixed securely to a building wall, and may extend from the wall a maximum of 12 inches.

c. Prohibited Signs.

i. Roof business signs.

ii. ~~Signs painted directly on buildings.~~ Internally illuminated signs.

~~C. All Other Zones. (Reserved).~~

22.340.080 Area-Specific Development Standards.

This CSD contains two distinct commercial areas:

A. Area 1 – Palmdale Boulevard Commercial Area.

1. Purpose. This Area is established to implement development standards for enhanced future commercial growth along Palmdale Boulevard and 90th Street East.

2. Applicability. The standards contained in this Subsection A shall apply to commercial developments and mixed-use developments that include commercial uses within the boundaries of the Area shown on Figure 22.340-B: Palmdale Boulevard Commercial Area, at the end of this Chapter.

3. Architectural Standards: All buildings, building additions, and building renovations shall incorporate:

a. Southwestern (except Adobe), Art Deco, Spanish Mission, or Mediterranean influenced architecture, ~~with ceramic tile roof and shall be painted with~~

earth tones or shades of taupe, beige, olive, burgundy, or other neutral colors approved by the Director;

b. At least two of the following architectural elements into new building designs:

- i. Arcades;
- ii. Arches;
- iii. Awnings;
- iv. Courtyards;
- v. Colonnades; or
- vi. Plazas; and

c. Variation in roofline and facade detailing such as recessed windows, balconies, offset planes, added textures (e.g., brick or stone), or similar architectural accents approved by the Director. Long, unbroken building facades shall be prohibited.

d. A “village” look by clustering buildings or creating variation in multi-tenant façades.

4. Yards.

a. Each lot adjoining Palmdale Boulevard or 90th Street East shall have a front yard of not less than 10 feet.

b. Parking lots are prohibited in the required front yard area.

c. The required front yard area shall be landscaped using drought-tolerant plants from the Southeast Antelope Valley Native Plant List on file with

the Department, or other drought-tolerant noninvasive plant species when native plants are not available, and the landscaped area shall include no less than one 15-gallon 24-inch box tree for every 20 linear feet of street frontage ~~150 square feet of yard area.~~

d. Vehicle and pedestrian access, outdoor dining, and street furniture such as benches, chairs, or similar items approved by the Director are permitted within the required front yard area.

B. Area 2 – Pearblossom Highway Commercial Area.

1. Purpose. This Area is established to preserve and enhance the small-town, rural frontier style of commercial development existing along Pearblossom Highway, and to promote future development that is consistent with the existing community character.

2. Applicability. The standards contained in this Subsection B shall apply to commercial developments and mixed-use developments that include commercial uses within the boundaries of the Area shown on Figure 22.240-C: Pearblossom Highway Commercial Area, at the end of this Chapter.

3. Building Height. All buildings shall be limited to two stories and a maximum height of 35 feet above grade, excluding chimneys and rooftop antennas.

4. Architectural Standards. All buildings, building additions, and building renovations shall incorporate: one of the following architectural styles and its associated development standards. Examples of these features are provided in the Southeast Antelope Valley CSD Implementation Guide.

a. Old Western or Southwestern or Western Frontier (California Gold Rush Era – Circa 1890s) architecture shall include the following elements:
~~constructed of stucco, wood, adobe, or other materials approved by the Director and~~
~~shall be painted with earth tones or shades of taupe, beige, olive, burgundy, or other~~
~~neutral colors approved by the Director; and~~

i. Form and Massing. When parcels abut Pearblossom Highway, the primary building façade shall face Pearblossom Highway and shall include a recessed entryway and/or a covered porch with vertical support posts made of wood or materials made to look like wood. If the building has a second story, include a balcony.

ii. Roof Design. Each individual building shall contain a rectangular false front or ornamental parapet with either a flat roof or a hidden sloped roof behind.

iii. Wall and Window Designs. Exterior building walls shall have vertical or horizontal building siding, such as the Board and Batten design. Windows along the primary façade shall cover no more than 40 percent of the total area. Muntins shall be used to divide larger windows. To get more natural light into the building, skylights or additional windows may be added to secondary façades.

iv. Materials and Colors. The building siding, window framing, and any accompanying signage shall be constructed of wood; or engineered wood, fiber cement or other materials made to look like wood, and shall either be

unadorned or be painted with earth tones, such as shades of taupe, beige, olive, burgundy, or other neutral colors approved by the Director.

v. Decorative accents. At least two of the following architectural elements shall be incorporated into the design of the site: cast iron-type benches, Mission bell-shaped lighting fixtures, hitching posts, wood or wooden-looking trash barrels, wagon wheels, shutters, metal lamppost style outdoor floor clock, or a transom window over the main entrance.

vi. Site elements shall maintain the Old West or Western Frontier design such as the placement of trash receptacles in enclosures that match the architectural style of the primary building and are located to the rear of the property.

b. Spanish Colonial Revival ~~Western or Southwestern style~~ exterior lighting and business signage approved by the Director. architecture shall include the following elements:

i. Form and Massing. First floor archways shall be incorporated into the building's design. Where there is a second story, balconies shall be required and shall be made of wrought iron, decorative metal, or wood with painted or stained finishes.

ii. Roof Design. Roofs shall have a low pitch of between 1:12 and 4:12 and shall be made of red clay tiles or materials made to look like them, with either the Spanish S-shape or Barrel Type Mission design.

iii. Wall and Window Designs. At least 50 percent of windows along the primary façade shall be arched (flat arch or semi-circle arch) or shall

be framed by an archway architectural element (e.g., colonnade in front of the window).

Windows shall be consistently applied along the same story on the same façade.

iv. Materials and Colors. Exterior building walls shall be white or tan in color and made of stucco with smooth or lightly textured finishes (i.e., hand troweled or smaller particles). Window frames shall be a dark color such as black, dark brown, forest green, or navy blue.

v. Decorative Accents. At least two of the following architectural elements shall be incorporated into the design of the building: decorative tiles, clay tile vents, wood brackets, wrought iron railing, a courtyard, recessed niches, window grilles, dark metal or wrought iron light fixtures with curving brackets, or stucco finish chimney with round or rectangular openings.

c. Victorian (Folk) architecture shall include the following elements:

i. Roof Design. Roofs shall have a medium to high pitch of between 6:12 and 18:12 and shall be composed of asphalt, metal, or synthetic shingles with simple gable brackets, vents, and trim.

ii. Wall and Window Designs. Exterior building walls shall have vertical or horizontal building siding, such as the Board and Batten design. Windows along the primary façade shall cover no more than 40 percent of the total area. Muntins shall be used to divide larger windows. To get more natural light into the building, skylights or additional windows may be added to secondary façades.

iii. Materials and Colors. Bright and expressive paint colors may be used on the building façade. Window and door trims, as well as other decorative elements, such as gable pediments and trim, may be painted in a contrasting color, such as white, to distinguish the architectural elements from the building's siding.

iv. Decorative Accents. At least two of the following architectural elements shall be incorporated into the design of the building: pedimented windows, a transom window over the main entrance, a gable pediment, a square tower or cupola above the roofline, stone or rough brick veneer at the base of the building, or accented window shutters.

5. Yards.

a. Each lot adjoining Pearblossom Highway or 82nd Street East shall have a front yard of not less than 10 feet.

b. Parking lots are prohibited in the required front yard area and shall be located to the rear or side of the primary building where feasible.

c. The required front yard area shall be landscaped using drought-tolerant plants from the Southeast Antelope Valley Native Plant List on file with the Department, or other drought-tolerant noninvasive plant species when native plants are not available, and the landscaped area shall include no less than one ~~15-gallon~~ 24-inch box tree, for every 20 linear feet of street frontage ~~150 square feet of yard area~~.

d. Vehicle and pedestrian access, outdoor dining, and street furniture such as benches, chairs, or similar items approved by the Director are permitted within the required front yard area.

6. Lighting and Signage. Lighting and signage shall comply with all applicable provisions of Chapter 22.80 (Rural Outdoor Lighting District) and shall be consistent in design with the building's architectural style by incorporating similar colors and materials as described above. Notwithstanding the provisions of Section 22.144.120 (Roof and Freestanding Business Signs), freestanding signs shall be permitted as follows:

i. Regardless of lot width, at least one freestanding sign shall be permitted on each property. However, more than one freestanding sign may be allowed for wider lots, as provided in Section 22.144.120.

ii. Freestanding signs shall not exceed 32 square feet per sign face with a maximum of two faces permitted.

iii. The maximum height of freestanding signs shall be 30 feet.

iv. No movement or lighting shall be permitted as part of the freestanding sign.

7. Drive-Through Facilities. New drive-through facilities established as part of a restaurant or other eating establishment that are located on parcels adjoining Pearblossom Highway shall require an approved Conditional Use Permit (Chapter 22.158) and the submittal of an on-site stacking plan to be reviewed by Public Works.

22.340.090

Modification of Development Standards.

A. Modifications to any standards in this Chapter are subject to a Conditional Use Permit (Chapter 22.158) application, and shall be subject to additional findings:

~~Modifications Authorized.~~

1. ~~Modification of the development standards specified in Section 22.340.080 (Area Specific Development Standards) shall be subject to the procedures specified in Subsection B, below.~~

~~B. Modification of Area Specific Development Standards.~~

1. ~~Applicability. Modification of the development standards specified in in Subsection A.1, above, subject to a CSD Modification application, in compliance with this Subsection B.~~

2. ~~Application and Review Procedures.~~

a. ~~Application Checklist. The application submittal shall contain all of the materials required by the CSD Modification checklist.~~

b. ~~Type II Review. The application shall be filed and processed in compliance with Chapter 22. 228 (Type II Review — Discretionary) and this Subsection B.~~

3. ~~Notification. The application shall comply with all noticing requirements as required by a Type II Review (Chapter 22.228), except that the notification radius shall be 1,000 feet of the exterior boundaries of the subject property, as shown on the County's last equalized assessment roll. A copy of the notice shall also be sent to the Sun Village and Littlerock Town Councils.~~

4. ~~Findings and Decision.~~

~~a. Common Procedures. Findings and decision shall be made in compliance with Section 22.228.050 (Findings and Decision) and include the findings in Subsection B.4.b, below.~~

~~b. Findings.~~

1. ~~i.~~ The use, development of land, and application of development standards comply with all applicable provisions of this Title 22;

2. ~~ii.~~ The use, development of land, and application of development standards, when considered on the basis of the suitability of the site for the particular use or development intended, are arranged to avoid traffic congestion, to provide for the safety and convenience of bicyclists and pedestrians, including children, senior citizens, and persons with disabilities, to protect of public health, safety and general welfare, prevent adverse effects on neighboring property and conforms with good zoning practice;

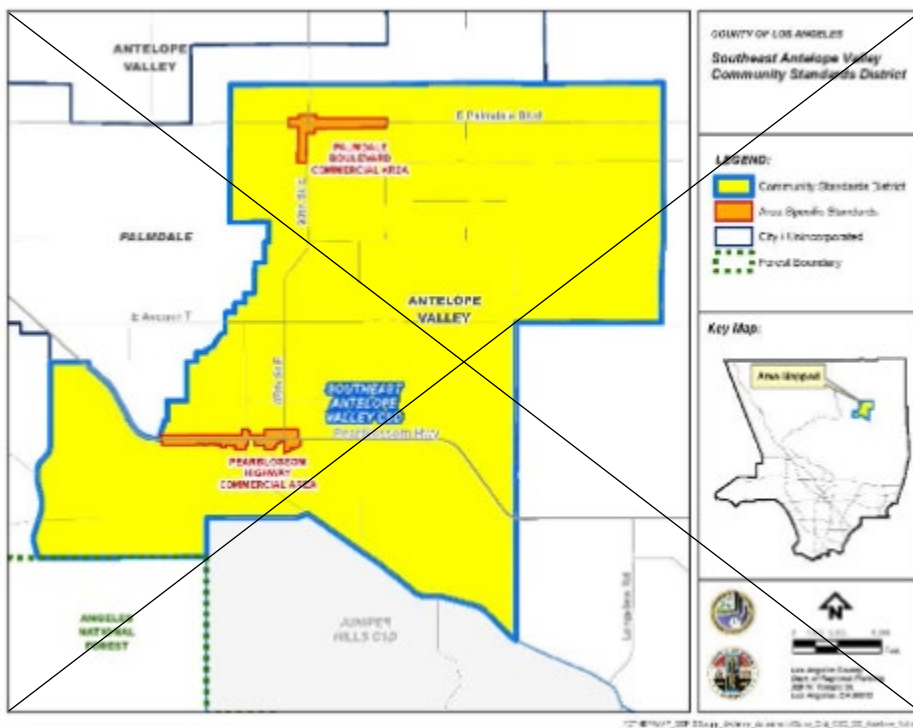
3. ~~iii.~~ The use, development of land, and application of development standards is suitable from the standpoint of functional developmental design;

4. ~~iv.~~ The application of the standards for which modification is sought would result in practical difficulties or unnecessary hardships;

5. ~~v.~~ There are exceptional circumstances or conditions uniquely applicable to the subject property, or to the intended development of the property, that do not apply to other properties within the ~~applicable commercial area~~ governed by this CSD; and

6. vi. That granting the requested modification will not be materially detrimental to properties or improvements in the area or contrary to the purpose of this CSD.

FIGURE 22.340-A: SOUTHEAST ANTELOPE VALLEY CSD BOUNDARY



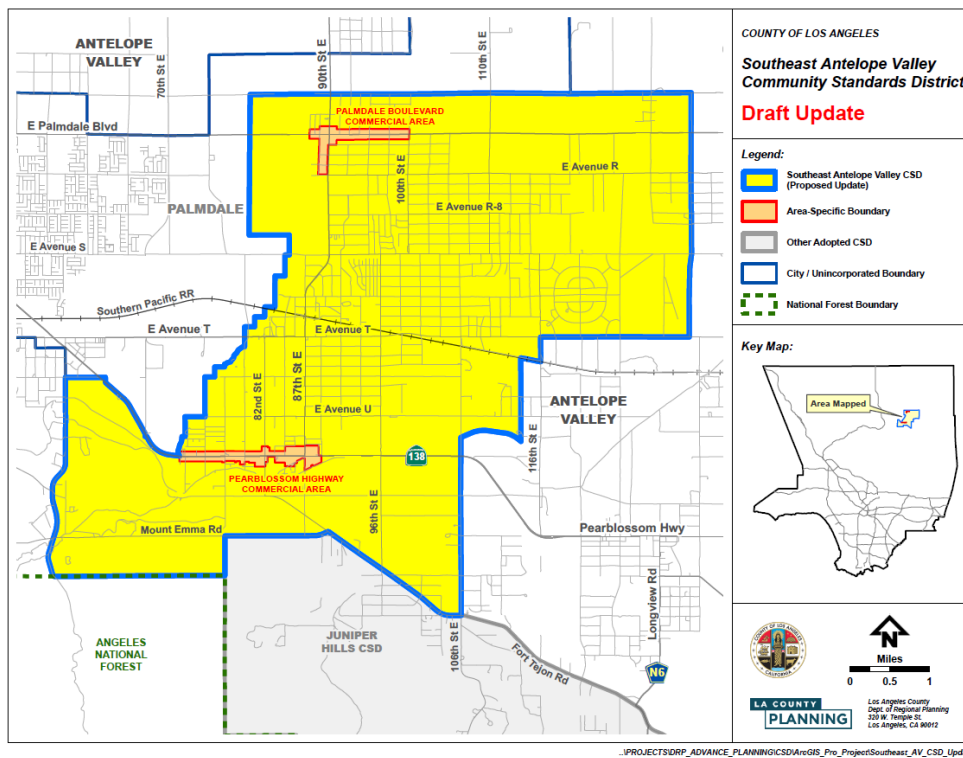


FIGURE 22.340-B: PALMDALE BOULEVARD COMMERCIAL AREA

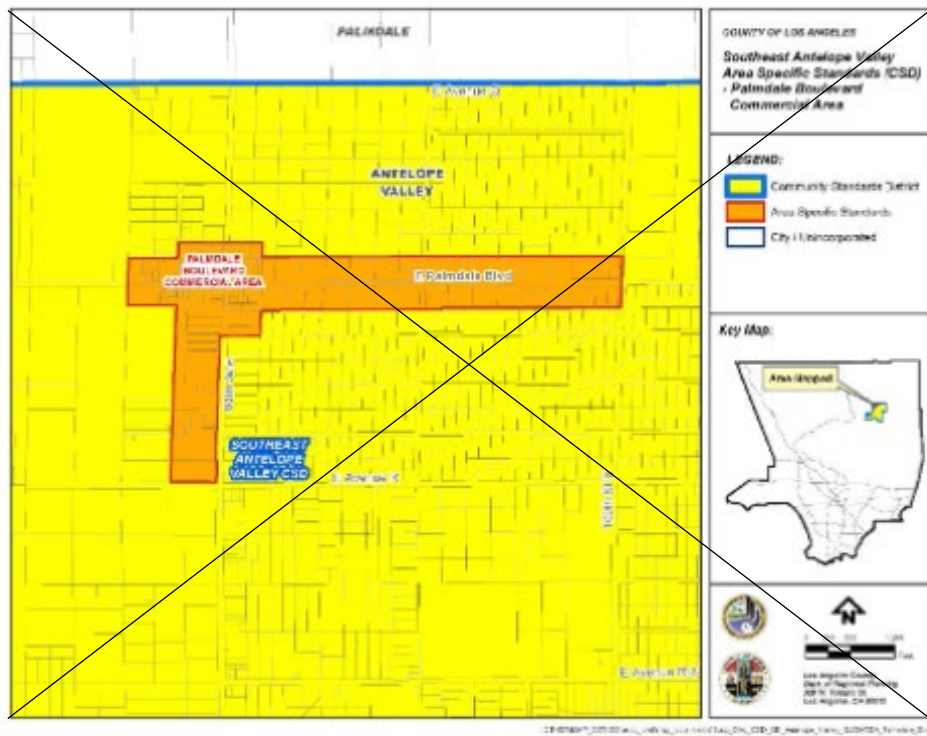
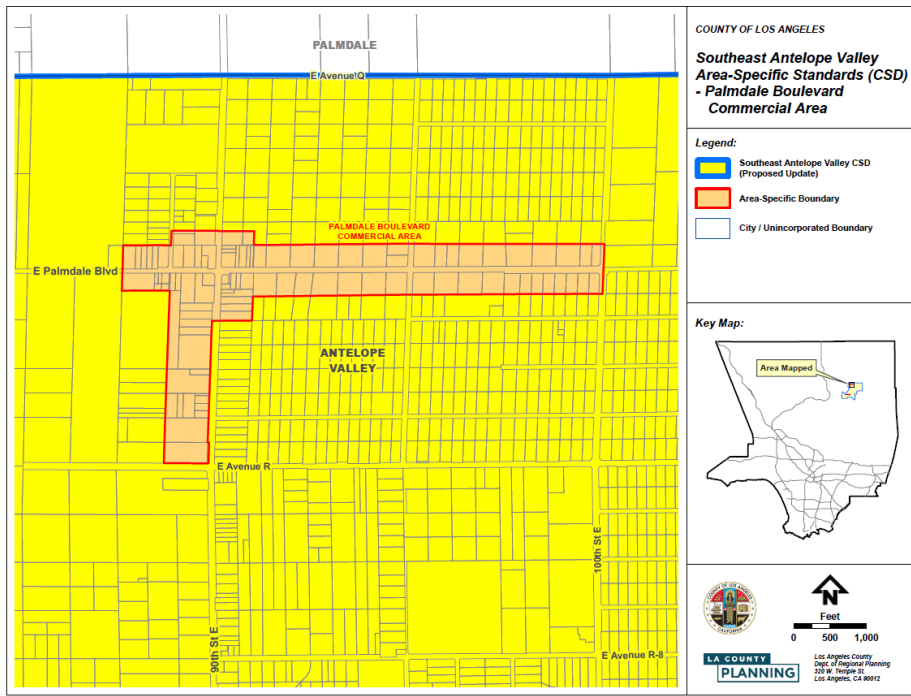
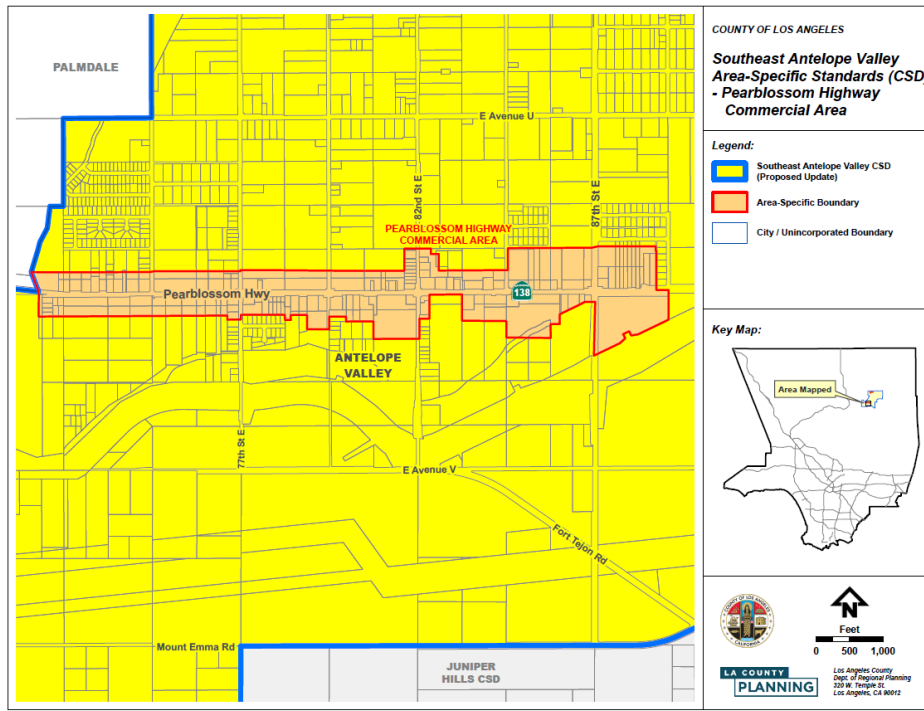
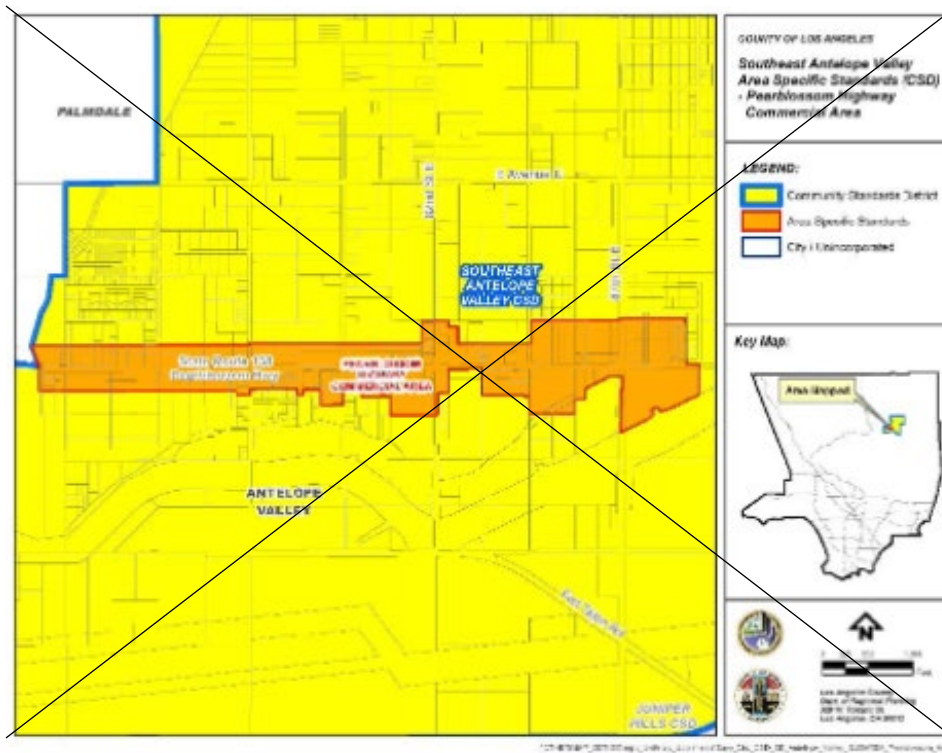


FIGURE 22.340-C: PEARBLOSSOM HIGHWAY COMMERCIAL AREA





PROPOSED ENVIRONMENTAL DETERMINATION

DETERMINATION DATE: September 21, 2022

PROJECT NUMBER: 2019-003974-(5)

PERMIT NUMBER(S): ADVANCE PLANNING CASE NO. RPPL2019002636

SUPERVISORIAL DISTRICT: 5

PROJECT LOCATION: The communities of Littlerock and Sun Village, Antelope Valley Planning Area

CASE PLANNER: Kristina Kulczycki, Principal Regional Planner
kkulczycki@planning.lacounty.gov

The County of Los Angeles (“County”) completed an initial review for the above-mentioned project. Based on examination of the project proposal and the supporting information included in the application, the County proposes that an Exemption is the appropriate environmental documentation under the California Environmental Quality Act (“CEQA”). The project qualifies as Class 1, 2, 3, 4, and 11 Categorical Exemption under State CEQA Guidelines Sections 15301, 15302, 15303, 15304, and 15311 as classes of projects which do not have a significant effect on the environment because the project is for an update to an existing set of standards, known as the Southeast Antelope Valley Community Standards District. The standards proposed as part of this project provide more regulation of certain accessory uses, clarify and align landscaping requirements with the rural commercial zoning classification for the area, and apply additional commercial design standards. None of the standards will introduce new land uses to the existing zones. All development standards are consistent with the baseline condition of the area; they are intended to promote the rural lifestyle or provide additional clarification to the existing standards. See attachments for a more detailed analysis of the project and applicable exemptions.

Attached: Notice of Exemption and Attachment

Notice of Exemption

To:

- ☐ Office of Planning and Research
P.O. Box 3044
Sacramento, CA 95812-3044

- ☐ County Clerk
County of: Los Angeles, Business Filings
12400 E. Imperial Hwy., #1201
Norwalk, CA 90650

From:

Public Agency: LA County Planning
320 W. Temple Street, 13th Floor
Los Angeles, CA 90012

Project Title: _____

Project Applicant: _____

Project Location - Specific: _____

Project Location - City: _____ Project Location - County: _____

Description of Nature, Purpose and Beneficiaries of Project: _____

Name of Public Agency Approving Project: Los Angeles County

Name of Person or Agency Carrying Out Project: _____

Exempt Status: **(check one):**

- ☐ Ministerial (Sec. 21080(b)(1); 15268);
☐ Declared Emergency (Sec. 21080(b)(3); 15269(a));
☐ Emergency Project (Sec. 21080(b)(4); 15269(b)(c));
☐ Categorical Exemption. State type and section number: _____
☐ Statutory Exemption. State code number: _____
☐ Exemptions for Agricultural Housing, Affordable Housing, and Residential Infill Projects. State type and section number: _____

Reasons why project is exempt: _____

Lead Agency

Contact Person: _____ Area Code/Telephone/Extension: _____

If filed by applicant:

1. Attach certified document of exemption finding.
2. Has a Notice of Exemption been filed by the public agency approving the project? ☐ Yes ☐ No

Signature: _____ Date: _____ Title: _____

☐ Signed by Lead Agency

☐ Signed by Applicant

Date Received for filing at OPR: _____

ATTACHMENT TO NOTICE OF EXEMPTION
LOS ANGELES COUNTY
SOUTHEAST ANTELOPE VALLEY COMMUNITY STANDARDS DISTRICT UPDATE

1. Project Description

LA County Planning is undertaking the process of updating the existing set of development standards specific to the communities of Littlerock and Sun Village, known hereafter as the Southeast Antelope Valley Community Standards District (“CSD”). These communities, along with others in the Antelope Valley, approached LA County Planning requesting preservation of their rural lifestyle and the unique character of their communities. After meeting with members of the community, there was an expressed interest to add requirements to the residential and agricultural zones to allow for accessory cargo shipping containers based on the size of the lot; accessory truck parking when the truck owner or operator resides on-site; allow for rural artifacts to be displayed; and clarify what constitutes a personal vehicle. The community also found that additional standards were needed for commercial projects to ensure that there is on-site circulation for trucks; add additional scrutiny of circulation for new drive-through facilities associated with a restaurant or food establishment; provide direction on where to site parking on a commercial lot; and improve the Pearblossom Highway Commercial Area by creating additional development standards for commercial building design, signage, and front yard landscaping. The Palmdale Boulevard Commercial Area standards were also revised to include similar front yard landscaping requirements.

The updated CSD will contain the abovementioned standards which are mainly accessory uses to the already-permitted primary use in the zone. Other standards are intended to clarify and guide commercial design, but none of the standards will introduce new primary uses in the zone or deviate from the existing baseline conditions of the area. These regulations are not intended to create a change in land use or density for any of the properties located within the CSD boundaries. Additionally, no construction activities or specific developments are proposed as part of this project.

2. Description of Project Site

As described in the Antelope Valley Area Plan, the communities of Littlerock and Sun Village are located in southeastern Antelope Valley, east of the City of Palmdale. Sun Village is north of Littlerock and south of Lake Los Angeles. Littlerock is southwest of Pearblossom. Each community has a rural town center area. The Littlerock rural town center area is located along Pearblossom Highway between Little Rock Wash and 90th Street East. The Sun Village rural town center is located along Palmdale Boulevard between Little Rock Wash and 95th Street East. An attached map depicts the boundaries of the existing Southeast Antelope Valley Community Standards District. The community spans several United States Geological Survey (“USGS”) map pages, but the majority is located within the Littlerock Quadrant with the western portion in the Palmdale Quadrant and the southern portion in the Juniper Hills Quadrant.

Littlerock and Sun Village are rural communities with mainly agricultural and residential uses, and numerous public facilities including schools, a library, a post office, a fire station, and parks. The entirety of the area is located in the Rural Outdoor Lighting District and all related standards are applicable to properties in Sun Village and Littlerock. The Antelope Valley Area Plan describes many portions of the area as being “developed or partially developed with a wide range of uses and a distinctly rural character. The remaining portions are largely undeveloped and generally not served by existing infrastructure, include environmental resources such as Significant Ecological Areas, and are subject to safety hazards, such as Flood Zones.”

The Antelope Valley Area Plan identifies three economic opportunity areas where major infrastructure projects are being planned by state and regional agencies. The Little Rock Wash is located along the western boundary between the Southeast Antelope Valley communities and the City of Palmdale. The properties east of the Little Rock Wash are located within the East Economic Opportunity Area due to their proximity to the proposed High Desert Corridor project. Properties within or near the Little Rock Wash are mapped as part of the Antelope Valley Significant Ecological Area and considered within both the Littlerock Dam Inundation Area and a Liquefaction Zone.

Pearblossom Highway (Highway 138) runs east to west through the community and forms the main commercial corridor for the area. As such, many truck owners and operators reside in the community and park their trucks on their properties. Many of the parcels in the community are zoned for agricultural uses. It is common for heavy equipment, such as tractors and semi-trucks, to be used in agricultural operations, including the transport of agricultural goods. This ordinance would allow for accessory truck parking; in other words, trucks would be permitted to park on agricultural properties when the owner or operator resides on-site and required standards (such as a minimum lot size, dust and noise control measures, leak prevention, setbacks, and on-site turnaround) can be met.

3. Reasons Why This Project is Exempt

The project qualifies for Class 1, Existing Facilities; Class 2, Replacement or Reconstruction; Class 3 New Construction or Conversion of Small Structures; Class 4, Minor Alterations to Land; and Class 11, Accessory Structures; under the California Environmental Quality Act (“CEQA”) Guidelines Sections 15301, 15302, 15303, 15304, and 15311 as classes of projects which do not have a significant effect on the environment.

Class 1: Section 15301, Existing Facilities

Class 1 consists of the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of existing or former use...Examples include, but are not limited to:

(e) Additions to existing structures provided that the addition will not result in an increase of more than:

(1) 50 percent of the floor area of the structures before the addition, or 2,500 square feet, whichever is less;

(g) New copy on existing on and off-premise signs;

(h) Maintenance of existing landscaping, native growth, and water supply reservoirs...

(n) Conversion of a single family residence to office use.

The development standards proposed as part of this update will not trigger new construction or alter existing buildings. For new construction in the Pearblossom Highway Commercial Area, there is a requirement to incorporate architectural design standards that are in-line with the existing architectural styles found within the area including Old West or Western Frontier, Spanish Colonial Revival, and Victorian (Folk). If additions are proposed, signage may be updated as part of the project. There are some new standards for signs including allowing painted wall signs, prohibiting internally illuminated signs, and allowing freestanding signs on smaller commercial lots. If a drive-through for food service is proposed on a property adjacent to Pearblossom Highway, a public hearing process will be required (for the consideration of granting a conditional use permit). Additionally, the standards for landscaping in the front yards within the Pearblossom Highway Commercial Area and the Palmdale Boulevard Commercial Area are updated to align with the C-RU Zone landscaping requirements.

Many of the proposed standards are related to accessory uses or structures in agricultural or residential zones including rural artifacts, fencing and walls, personal vehicles, cargo shipping containers, and accessory truck parking on agriculturally zoned land. These standards will allow existing primary uses to continue and may legalize some of the existing accessory structures and uses that the community identified as consistent with rural lifestyle and larger agricultural lots. These accessory uses and structures are already present in the community; some are permitted as part of current agricultural operations. For example, agricultural operations require the use of heavy equipment, such as tractors and trucks, to harvest and transport produce. The community would like to allow these accessory uses and structures with, or without agricultural uses on the properties since they are compatible with rural living, in an agricultural zone, and on larger sized lots. As these uses or structures would be added to sites with an existing primary use and do not require additional buildings or structures, they would qualify for the Class 1 Categorical Exemption.

Class 2: Section 15302, Replacement or Reconstruction

Class 2 consists of replacement or reconstruction of existing structures and facilities where the new structure will be located on the same site as the structure replaced and will have substantially the same purpose and capacity as the structure replaced, including but not limited to:

(b) Replacement of a commercial structure with a new structure of substantially the same size, purpose, and capacity.

The project will not alter the current Zoning Code (Title 22) as it applies to replacement or reconstruction of structures. Development standards will be added for commercial projects and signage. However, these standards only apply when new construction or additions are proposed and will be more stringent than the existing Zoning Code allowances. Therefore, the CSD standards will qualify for the Class 2 Categorical Exemption.

Class 3: Section 15303, New Construction or Conversion of Small Structures

Class 3 consists of construction and location of limited numbers of new, small facilities and structures; installation of small new equipment and facilities in small structures; and the conversion of existing small structures from one use to another where only minor modifications are made in the exterior of the structure...Examples of this exemption include, but are not limited to:

(a) One single-family residence, or a second dwelling unit in a residential zone...

(b) A store, motel, office, restaurant or similar structure not involving the use of significant amounts of hazardous substances, and not exceeding 2,500 square feet in floor area...

(e) Accessory (appurtenant) structures including garages, carports, patios, swimming pools, and fences.

The project will include development standards for ministerial projects allowing new accessory structures and uses such as accessory cargo storage containers, signage, accessory truck parking, rural artifact display, personal vehicles, and walls and fencing. All of these standards would fit into this categorical exemption as they are considered small structures accessory to a residence or commercial building (signage). Truck and personal vehicle parking would both qualify under garages or carports as truck parking would not require the construction of a covered structure, and therefore, would be an even smaller impact than the installation of a carport or garage.

The standards will also address commercial development within the Pearblossom Highway Commercial Area including freestanding signs on smaller commercial lots and conditional use permits for new drive-through facilities that include food service on properties adjacent to the Pearblossom Highway Commercial Area. Additional architectural design standards will also be required for new commercial development along the Pearblossom Highway Commercial Area. These standards will be more restrictive than the general code and will help to maintain lower profile buildings that use colors and materials that match the environment. These new standards will maintain the existing aesthetic and character of the community.

Class 4: Section 15304, Minor Alterations to Land

Class 4 consists of minor public or private alterations in the condition of land, water, and/or vegetation which do not involve removal of healthy, mature, scenic trees except for forestry or agricultural purposes. Examples include, but are not limited to:

(b) New gardening or landscaping, including the replacement of existing conventional landscaping with water efficient or fire resistance landscaping.

This project proposes to revise the front yard landscaping standards for the Pearblossom Highway and Palmdale Boulevard Commercial Areas to align with the landscaping requirements in the C-RU (Rural Commercial) Zone. The standards will also be updated to allow for more flexibility in the plant palette choices while ensuring that they are all drought-tolerant. Therefore, the proposed standards will qualify for the Class 4 exemption as they will ensure that landscaping is provided, and the plant palette is appropriate for the area by requiring native and drought-tolerant plants.

Class 11: Section 15311, Accessory Structures

Class 11 consists of construction, or placement of minor structures accessory to (appurtenant to) existing commercial, industrial, or institutional facilities, including but not limited to:

(a) On-premise signs;

(b) Small parking lots;

The CSD update will allow for painted wall signs and freestanding signs on smaller commercial lots. Internally illuminated signs will be prohibited. Standards in the CSD will encourage commercial parking lots to be designed so that parking is located away from residential and agricultural zones. The standards will encourage parking to be located behind the building, when possible. Truck on-site circulation plans will also be required in order to ensure that there is adequate on-site maneuvering for trucks to avoid backing onto the commercial sites. A conditional use permit will be required for drive-through facilities with food service on properties adjacent to the Pearblossom Highway Commercial Area. All of these standards are intended to help with traffic flow, create safer circulation patterns, and add to the visual appeal of commercial sites, especially along the commercial corridor. The requirements add more restrictions and apply to accessory structures or uses on the property. They do not impact the density or use of land as designated by the zone and therefore, fit within the Class 11 exemption.

4. Review of Possible Exceptions to the Categorical Exemptions

Section 15300.2 of the CEQA Guidelines identifies circumstances when a categorical exemption cannot be used. This project has been reviewed to determine if any of the conditions listed in this section might invalidate findings that the project is exempt under CEQA. None of these exceptions to the categorical exemptions are applicable:

(a) Location: This project qualifies for Categorical Exemptions Classes 3, 4, and 11 which each require analysis by location in order ensure that a project is not located

in a particularly sensitive environment where its impacts would ordinarily be insignificant, but circumstantially would be significant. The intent of the CSD is to preserve the existing rural, low-density character of the area. Proposed standards will address accessory uses and structures in residential and agricultural zones; update the signage requirements; revise the front yard landscaping standards; and clarify commercial design, parking and circulation standards. Some additional development standards were added to restrict uses or structures in certain flood areas and Significant Ecological Areas. Moreover, all future development projects proposed within the area of the Southeast Antelope Valley Community Standards District will continue to be reviewed by LA County departments such as Fire, Public Health, Public Works, and Parks and Recreation to ensure compliance with LA County Code requirements. No construction activities are proposed as part of this ordinance update.

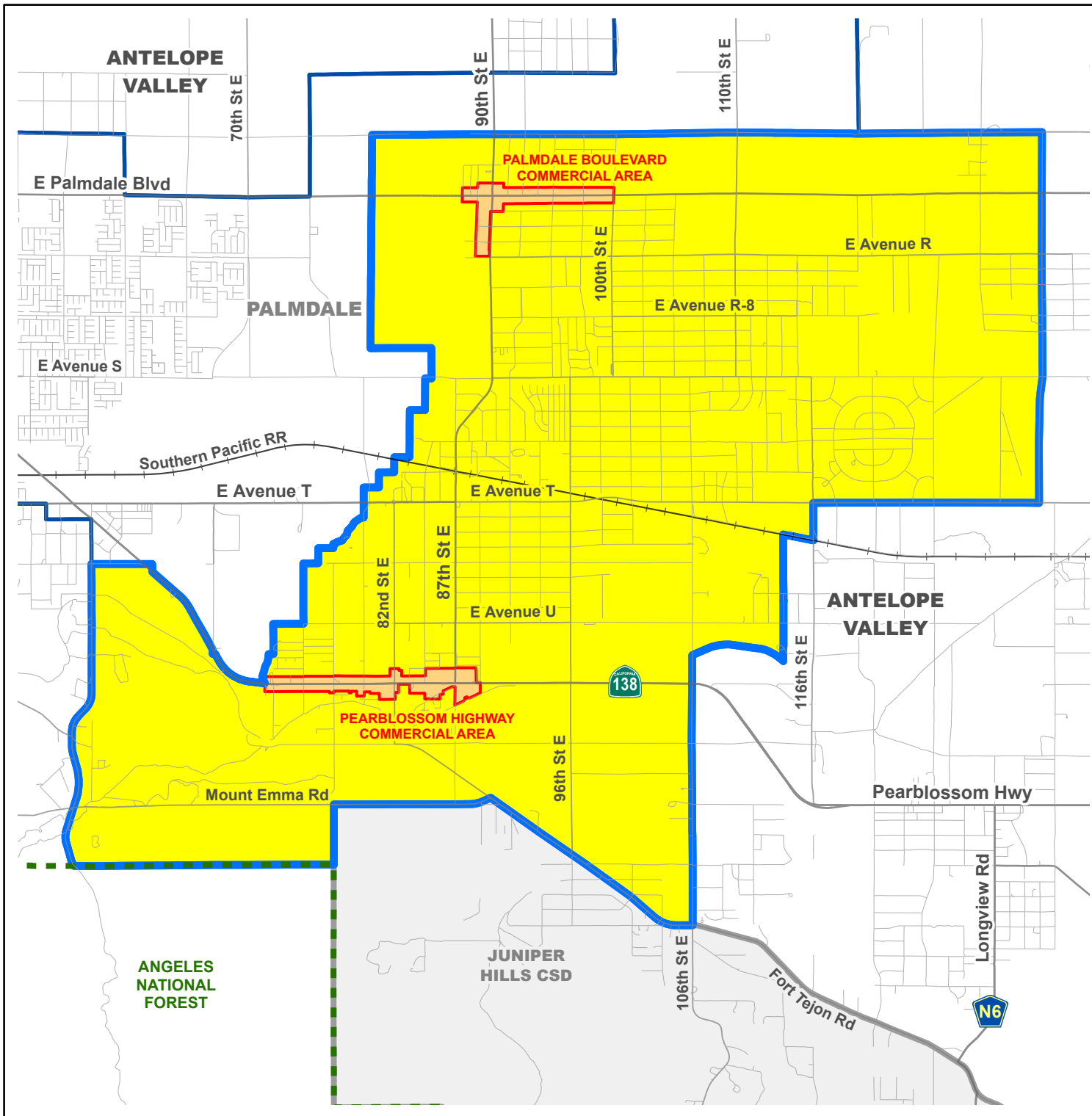
- (b) Cumulative Impact:** The project will not have any adverse impact on the environment either individually or cumulatively since this is an update to an existing community standards district and standards that are proposed with this update are intended to capture existing operations and structures that were not addressed in the current CSD. The existing operations and structures addressed in the update are currently present in the community and are considered by community members as part of the rural lifestyle, such as the use of cargo shipping containers; personal vehicles under 10,000 pounds Gross Vehicle Weight; truck parking on larger agricultural lots; and higher fences or walls. As these are already present in the community and are part of the baseline condition, the inclusion of these standards will not create a significant cumulative impact to the area. Additional standards are included to clarify design standards or commercial lot layouts to ensure consistency with the existing community. None of the standards are growth-inducing or will increase the density or intensity of properties.
- (c) Significant Effect:** No unusual circumstances will cause this project to have a significant effect on the environment because the development standards are related to accessory uses and structures that are already present in the community. Commercial design standards are also proposed for buildings, landscaping, parking, circulation, and signage. None of these standards will impact existing approved uses and none will increase the density or introduce new land uses in the existing designated zones. The standards are only intended to guide future development for continuity and compatibility with the existing rural character of the area.
- (d) Scenic Highways:** None of the highways located within the communities of Sun Village or Littlerock are officially designated as state scenic highways.¹

¹ Caltrans list of officially designated State Scenic Highways (from Caltrans website: <https://dot.ca.gov/programs/design/lap-landscape-architecture-and-community-livability/lap-liv-i-scenic-highways>, accessed May 18, 2022).

- (e) **Hazardous Waste Sites:** The project is not located on a site which is included on any list compiled pursuant to Section 65962.5 of the Government Code. No active or open hazardous sites were identified at or adjacent to the project site.²
- (f) **Historical Resources:** No officially designated or mapped historic resources are located within the project area. Furthermore, any future construction projects that may be of historic significance will be evaluated when a development application is submitted and none of the standards would prevent the preservation of a historic resource as they relate to accessory uses and structures as well as commercial design standards for buildings, landscaping, parking, circulation, and signage.³

² EnviroStor Database <https://www.envirostor.dtsc.ca.gov/public/> and GeoTracker Database <https://geotracker.waterboards.ca.gov/>, both accessed May 18, 2022).

³ Los Angeles County Historical Landmark Database: <http://hlrc.lacounty.gov/HLRC/pdf/Registry%202020.pdf?ver=2020-06-24-172750-153>; California Historical Landmarks Database: http://ohp.parks.ca.gov/?page_id=21427; and the National Register of Historic Places: <https://www.nps.gov/subjects/nationalregister/database-research.htm>, all accessed May 18, 2022).








COUNTY OF LOS ANGELES

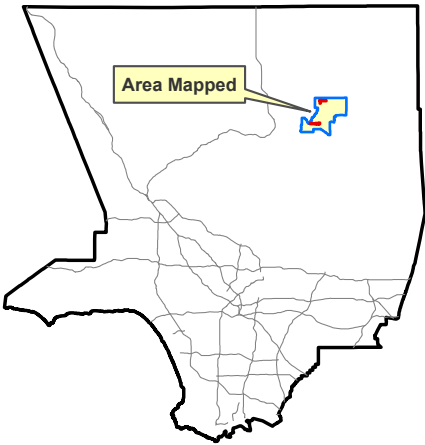
Southeast Antelope Valley Community Standards District

Draft Update

Legend:

-  Southeast Antelope Valley CSD (Proposed Update)
-  Area-Specific Boundary
-  Other Adopted CSD
-  City / Unincorporated Boundary
-  National Forest Boundary

Key Map:



Miles
0 0.5 1

**LA COUNTY
PLANNING**

Los Angeles County
Dept. of Regional Planning
320 W. Temple St.
Los Angeles, CA 90012

**SUMMARY OF PROCEEDINGS
REGIONAL PLANNING COMMISSION
UPDATE TO THE SOUTHEAST ANTELOPE VALLEY COMMUNITY
STANDARDS DISTRICT ORDINANCE
PROJECT NO. 2019-003974-(5)
ADVANCE PLANNING CASE NO. RPPL2019002636**

On October 19, 2022, the Regional Planning Commission (RPC) conducted a duly-noticed public hearing to consider an update to the Southeast Antelope Valley Community Standards District Ordinance (Ordinance), which is an amendment to Title 22 that revises development standards specific to the communities of Sun Village and Littlerock in order to preserve their rural character. During the public hearing, Regional Planning staff provided an overview of the Ordinance and clarified that the boundary change between Pearblossom and Littlerock was mutually agreed-upon by the two communities. Three members of the public commented on the community of Sun Village and their support for development standards that will promote their vision for the commercial area. Staff clarified that an implementation guide is being prepared, which will illustrate the community's vision for the area.

The RPC closed the public hearing and voted unanimously to recommend approval of the Ordinance to the Board of Supervisors.

VOTE:

Concurring: Commissioners Louie, Moon, O'Connor, Hastings, and Duarte-White

Dissenting: None

Abstaining: None

Absent: None

Action Date: October 19, 2022

**RESOLUTION
COUNTY OF LOS ANGELES
REGIONAL PLANNING COMMISSION
SOUTHEAST ANTELOPE VALLEY COMMUNITY STANDARDS DISTRICT
UPDATE
PROJECT NO. 2019-003974-(5)
ADVANCE PLANNING CASE NO. RPPL2019002636**

WHEREAS, the Regional Planning Commission (hereinafter, the "Commission") of the County of Los Angeles ("County") has conducted a duly noticed public hearing on October 19, 2022 to consider an ordinance, (hereinafter, the "Southeast Antelope Valley Community Standards District Ordinance" or the "Ordinance") that amends Title 22 (Planning and Zoning) of the Los Angeles County Code (hereinafter, the "County Code") to update the existing Southeast Antelope Valley Community Standards District ("CSD"), associated standards, and its boundary; and

WHEREAS, the Commission finds as follows:

1. The Southeast Antelope Valley CSD was originally adopted on June 26, 2007.
2. On June 16, 2015, the Antelope Valley Area Plan ("AVAP") was adopted by the County Board of Supervisors ("Board") which included a requirement for a comprehensive review of all existing CSDs and the potential inclusion of a program to prepare and adopt new CSDs. The Southeast Antelope Valley CSD is an existing, adopted CSD, but as part of the implementation program of the AVAP, an evaluation of the existing CSD was completed and it was determined that an update to the CSD was necessary.
3. According to the AVAP, community standards districts are community-specific zoning regulations that "shall be instituted only when a unique or detrimental condition exists within a community that prevents implementation of the AVAP" (Page I-11).
4. On June 13, 2018, the Antelope Valley CSD Update Program was presented to the Commission and included the proposal for the Southeast Antelope Valley CSD update.
5. As described in the AVAP, the communities of Littlerock and Sun Village are located in southeastern Antelope Valley, east of the City of Palmdale. Sun Village is north of Littlerock and south of Lake Los Angeles. Littlerock is southwest of Pearblossom. Each community has a rural town center area. The Littlerock rural town center area is located along Pearblossom Highway between Little Rock Wash and 90th Street East. The Sun Village rural town center is located along Palmdale Boulevard between Little Rock Wash and 95th Street East.

6. The rural town centers are intended for commercial businesses, such as restaurants and retail stores, with some parcels also being zoned for light industrial uses. Outside of the rural town centers, parcels are either vacant or developed with agricultural and residential uses. Within the communities, there are also schools, churches, parks, a public library, a post office, and a fire station.
7. The proposed Ordinance contains standards to address the unique and rural character of the area. Proposed development standards are related to accessory uses and structures that are already present in the community including rural artifacts, fence and wall heights, cargo shipping containers, accessory truck parking on agriculturally zoned properties, and clarification on what is considered a personal vehicle. Commercial design standards include objective architectural standards for buildings within the Pearblossom Highway Commercial Area, updates to the front yard landscaping requirements in the Area-Specific standards, location of parking stalls and on-site circulation for trucks, a conditional use permit for food service drive-through facilities, and updates to the signage requirements. None of these standards will require alteration to existing approved uses to comply with the standards and none will increase the density or allow new land uses in the existing designated zones. The standards are only intended to guide future development for continuity and compatibility with the existing rural character of the area. Therefore, with the addition of the proposed standards, the amendment will create consistency with the surrounding area.
8. The proposed Ordinance is consistent with and supportive of the goals and policies of the General Plan and the AVAP, a component of the General Plan, in that it protects these rural communities from incompatible design and development, allows additional rural accessory uses and structures that are already found within the communities, and requires a higher level of consideration for the design of new development projects along the Palmdale Boulevard and Pearblossom Highway Commercial Areas.
9. In addition to the CSD update being initiated through the AVAP implementation program, the communities of Sun Village and Littlerock submitted a document to the Department of Regional Planning ("Department") listing standards that they would like to include in the CSD. This CSD update is intended to address the requests from the communities and authorize, or clarify, development standards that are consistent with rural life and the larger lot sizes found in the community. Therefore, approval of the amendment will be in the interest of public health, safety, and general welfare and in conformity with good zoning practice.
10. The proposed Ordinance will not increase the density or expand the list of allowed land uses within the zones. Standards address accessory uses and

provide more direction for future commercial development, especially along Pearblossom Highway. Therefore, the amendment is consistent with other applicable provisions of this Title 22.

11. The Department conducted outreach for the development of the Ordinance and engaged local stakeholders, community members, and advisory committees from the two communities covered by the CSD. In addition to attending local town council meetings to provide updates, staff hosted three online community workshops in February of 2022 and created four surveys, available in English and Spanish, to gather additional feedback on topics proposed to be included in the CSD update. After releasing the public draft of the CSD, another online community meeting was held on September 22, 2022 to receive feedback on the draft in preparation for the Commission hearing.
12. The proposed Ordinance qualifies for a Categorical Exemption (Sections 15301, 15302, 15303, 15304, and 15311, Classes 1, 2, 3, 4, and 11) under the California Environmental Quality Act ("CEQA") and the County environmental guidelines.
13. Pursuant to Section 22.222.120 of the County Code, a public hearing notice was published in the local newspaper, the Antelope Valley Press, on August 29, 2022. In addition, notices were sent to 5,285 property owners and 21 addresses on the project's courtesy list. The public hearing notice and materials were posted on the project website and promoted through social media.
14. On October 19, 2022, the Commission conducted a duly-noticed public hearing to consider an update to the Southeast Antelope Valley CSD. Three members of the public spoke about the importance of creating a unique village design for the community of Sun Village. Staff noted that an Implementation Manual is included in the hearing package and contains images representative of the community preference for commercial design in the Palmdale Boulevard Commercial Corridor area. Commissioner Duarte-White asked for clarification on the requested boundary change and staff noted that this was a mutually agreed-upon boundary change between Pearblossom and Littlerock to accommodate the proposed Pearblossom CSD.

THEREFORE, BE IT RESOLVED THAT the Commission recommends to the Board of Supervisors of the County of Los Angeles as follows:

1. That the Board find that this project is exempt from the CEQA; and
2. That the Board hold a public hearing to consider adopting the Ordinance that amends Title 22 of the Los Angeles County Code to update the

Southeast Antelope Valley Community Standards District and associated standards; and

3. That the Board adopt the Ordinance and determine that the standards proposed in the Ordinance are consistent with the community character and surrounding area, compatible with and supportive of the goals and policies of the General Plan and Antelope Valley Area Plan, in the interest of public health, safety, and general welfare and in conformity with good zoning practice, and consistent with other applicable provisions of this Title 22.

I hereby certify that the foregoing resolution was adopted by a majority of the voting members of the Commission on the County of Los Angeles on October 19, 2022.

Elida Luna

Elida Luna, Secretary
County of Los Angeles
Regional Planning Commission

APPROVED AS TO FORM: OFFICE OF THE COUNTY COUNSEL

By *Lisa Jacobs*

Lisa Jacobs, Deputy County Counsel
Property Division