



**Chief
Executive
Office.**

COUNTY OF LOS ANGELES
CHIEF EXECUTIVE OFFICER
Fesia A. Davenport

COMMUNITY SERVICES CLUSTER AGENDA REVIEW MEETING

DATE: Wednesday, August 16, 2023
TIME: 9:00 a.m.

THIS MEETING WILL CONTINUE TO BE CONDUCTED VIRTUALLY AS PERMITTED UNDER THE BOARD OF SUPERVISORS' AUGUST 8, 2023, ORDER SUSPENDING THE APPLICATION OF BOARD POLICY 3.055 UNTIL MARCH 31, 2024.
TO PARTICIPATE IN THE MEETING CALL TELECONFERENCE NUMBER: (323) 776-6996
ID: 885 291 326#

[Click here to join the meeting](#)

AGENDA

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

1. CALL TO ORDER

2. INFORMATIONAL ITEM(S): [Any Information Item is subject to discussion and/or presentation at the request of two or more Board offices with advance notification]:

- A.** Board Letter (Agricultural Commissioner/Weights and Measures) for September 12, 2023 Board agenda:
APPROVAL OF AGREEMENT #23-0013-000-SA
WITH THE CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE
FOR STANDARDIZATION INSPECTIONS PROGRAM
- B.** Board Letter (Agricultural Commissioner/Weights and Measures) for September 12, 2023 Board agenda:
APPROVAL OF AGREEMENT #23-0368-000-SA WITH THE
CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE
FOR EGG QUALITY CONTROL
- C.** Board Letter (Agricultural Commissioner/Weights and Measures) for September 12, 2023 Board agenda:
APPROVAL OF PETROLEUM PRODUCTS AGREEMENT WITH
THE CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE
FOR INSPECTING RETAIL MOTOR FUEL STATIONS

- D.** Board Letter (Agricultural Commissioner/Weights and Measures) for September 12, 2023 Board agenda:
APPROVAL TO EXECUTE MASTER AGREEMENTS WITH QUALIFIED VENDORS TO PROVIDE VEGETATION MANAGEMENT SERVICES
- E.** Board Letter (Beaches and Harbors) for September 12, 2023 Board agenda:
APPROVAL TO ENTER INTO AN AGREEMENT WITH THE CITY OF MANHATTAN BEACH TO BUILD 28TH STREET STORMWATER INFILTRATION PROJECT IN MANHATTAN BEACH
- F.** Board Letter (Los Angeles County Development Authority) for September 12, 2023 Board agenda:
APPROVE ACCEPTANCE OF SUPPLEMENTAL FUNDS ALLOCATED TO THE LOS ANGELES COUNTY DEVELOPMENT AUTHORITY FOR FISCAL YEAR 2023-2024 AND AUTHORIZATION TO EXECUTE FUNDING AGREEMENTS AND INCORPORATE ADDITIONAL BUDGET AUTHORITY
- G.** Board Letter (Los Angeles County Development Authority) for September 12, 2023 Board agenda:
APPROVE A CONTRACT FOR PHOTOCOPIER AND MAINTENANCE SERVICES FOR LOS ANGELES COUNTY DEVELOPMENT AUTHORITY
- H.** Board Letter (Public Works) for September 12, 2023 Board agenda:
CONSTRUCTION CONTRACT
TRANSPORTATION CORE SERVICE AREA
ADOPT, ADVERTISE, AND AWARD
LADERA HEIGHTS – CENTINELA AVENUE, ET AL.
PROJECT ID NO. RDC0012971
IN THE CITIES OF CULVER CITY AND LOS ANGELES AND
IN THE UNINCORPORATED COMMUNITY OF LADERA HEIGHTS
- I.** Board Letter (Public Works) for September 12, 2023 Board agenda:
CONSTRUCTION CONTRACT
TRANSPORTATION CORE SERVICE AREA
ADOPT RESOLUTION NO. 3995 FOR
HIGHWAYS-THROUGH-CITIES FUNDING
AND DELEGATE AUTHORITY TO ADOPT, ADVERTISE, AND AWARD
WASHINGTON BOULEVARD TRAFFIC SIGNAL
SYNCHRONIZATION PROGRAM
ATLANTIC BOULEVARD TO WHITTIER BOULEVARD
PROJECT ID NO. TSM0010285
IN THE CITIES OF COMMERCE, MONTEBELLO, PICO RIVERA, SANTA FE SPRINGS, AND WHITTIER AND THE UNINCORPORATED COMMUNITY OF WEST WHITTIER/LOS NIETOS

- J.** Board Letter (Public Works) for September 12, 2023 Board agenda:
TRANSPORTATION CORE SERVICE AREA
RESOLUTION TO ACCEPT INTO THE COUNTY ROAD SYSTEM
A PORTION OF COUNTY-OWNED PROPERTY
TO BE SET ASIDE FOR PUBLIC ROAD AND HIGHWAY PURPOSES FOR
MULHOLLAND HIGHWAY WEST OF ENCINAL CANYON ROAD
IN THE UNINCORPORATED COMMUNITY OF AGOURA
- K.** Board Letter (Public Works) for September 12, 2023 Board agenda:
TRANSPORTATION CORE SERVICE AREA
ON-CALL TRAFFIC DESIGN AND OPERATIONAL SUPPORT SERVICES
AWARD CONSULTANT SERVICES AGREEMENTS
- L.** Board Letter (Public Works) for September 12, 2023 Board agenda:
SERVICES CONTRACT
ENVIRONMENTAL SERVICES CORE SERVICE AREA
AWARD OF SERVICES CONTRACTS
ON-CALL OPERATED HEAVY EQUIPMENT RENTAL SERVICES
PROGRAM
- M.** Board Letter (Public Works) for September 12, 2023 Board agenda:
SERVICES CONTRACT
ENVIRONMENTAL SERVICES CORE SERVICE AREA
FUNDING SUPPLEMENT AND AMENDMENT FOR
ON-CALL HAUL TRUCK SERVICES PROGRAM
- N.** Board Letter (Public Works) for September 12, 2023 Board agenda:
ENVIRONMENTAL SERVICES CORE SERVICE AREA
RESOLUTION OF SUMMARY VACATION
SANITARY SEWER EASEMENTS AT THE
OLD ROAD SOUTH OF MAGIC MOUNTAIN PARKWAY (CONDITIONAL)
IN THE UNINCORPORATED COMMUNITY OF STEVENSON RANCH
- O.** Board Letter (Public Works) for September 12, 2023 Board agenda:
WATER RESOURCES CORE SERVICE AREA
CHANGE ORDER FOR A CONSTRUCTION CONTRACT
PACOIMA SPREADING GROUNDS BASIN ENHANCEMENT PROJECT
PROJECT ID NO. FCC0001207
IN THE CITY OF LOS ANGELES
- P.** Board Letter (Public Works) for September 12, 2023 Board agenda:
WATER RESOURCES CORE SERVICE AREA
TEMPORARY CONSTRUCTION AGREEMENT BETWEEN
THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT
AND THE STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION
SAN GABRIEL RIVER PARCELS 21, 21A, AND 538,
IN THE CITY OF LONG BEACH

- Q.** Board Letter (Public Works) for September 12, 2023 Board agenda:
WATER RESOURCES CORE SERVICE AREA
FUNDING AGREEMENT WITH THE SAN GABRIEL AND
LOWER LOS ANGELES RIVERS AND MOUNTAINS CONSERVANCY FOR
COSTS RELATED TO SOUTHEAST LOS ANGELES CULTURAL CENTER
- R.** Board Letter (Public Works) for September 12, 2023 Board agenda:
CONSTRUCTION-RELATED CONTRACT
PUBLIC CONTRACTING AND ASSET MANAGEMENT CORE
SERVICE AREA
AWARD CONSULTANT SERVICES AGREEMENTS
ON-CALL SURVEYING, RIGHT-OF-WAY ENGINEERING, AND RELATED
SERVICES FOR FEDERALLY AND NON-FEDERALLY FUNDED
PROJECTS
- S.** Board Letter (Public Works) for September 12, 2023 Board agenda:
MUNICIPAL SERVICES CORE SERVICE AREA
APPROVAL OF THE FINAL MAP FOR TRACT 51153-01 AND
ACCEPTANCE OF GRANTS AND DEDICATIONS IN CONNECTION
THEREWITH IN UNINCORPORATED HACIENDA HEIGHTS
- T.** Board Letter (Public Works - Capital Programs) for September 12, 2023
Board agenda:
CONSTRUCTION-RELATED CONTRACT
CONSTRUCTION MANAGEMENT CORE SERVICE AREA
CIVIC CENTER CENTRAL PLANT
BOILERS AND CHILLERS REPLACEMENT PROJECT
AWARD CONSTRUCTION MANAGER AT RISK AGREEMENT
SPECS. 7842; CAPITAL PROJECT NO. 87735
- U.** Board Letter (Public Works - Capital Programs) for September 12, 2023
Board agenda:
CONSTRUCTION CONTRACT
CONSTRUCTION MANAGEMENT CORE SERVICE AREA
CENTURY REGIONAL DETENTION FACILITY
ROOF, ELEVATOR, AND FIRE PROTECTION
DEFERRED MAINTENANCE REPAIRS PROJECT
ADOPT, ADVERTISE, AND AWARD
SPECS. 7684; CAPITAL PROJECT NO. 87678
- V.** Board Letter (Public Works - Capital Programs) for September 12, 2023
Board agenda:
CONSTRUCTION CONTRACT
CONSTRUCTION MANAGEMENT CORE SERVICE AREA
LOS ANGELES GENERAL MEDICAL CENTER
BURNER REPLACEMENT PROJECT
ESTABLISH AND APPROVE CAPITAL PROJECT
APPROVE APPROPRIATION ADJUSTMENT
AUTHORIZE USE OF JOB ORDER CONTRACTING
CAPITAL PROJECT NO. 87990

- W.** Board Letter (Regional Planning) for September 12, 2023 Board agenda:
MILLS ACT PROGRAM MAXIMUM ASSESSED VALUES INCREASE
PROJECT NO. PRJ2022-003842 / CASE NO. RPPL2022011921
- X.** Board Letter (Regional Planning) for September 12, 2023 Board agenda:
WORK GUIDELINES FOR LANDMARKS AND HISTORIC DISTRICTS
PROJECT: 2022-003746, CASE: RPPL2022011571
- Y.** Board Letter (Regional Planning) for September 19, 2023 Board agenda:
PUBLIC HEARING ON THE GREEN ZONE TECHNICAL UPDATE
PROJECT NO. 2022-004173
ZONE CHANGE NO. RPPL2022013866
ADVANCE PLANNING PROJECT NO. RPPL2022010227
- Z.** Board Letter (Regional Planning) for September 19, 2023 Board agenda:
HEARING ON THE SANTA MONICA MOUNTAINS HABITAT
IMPACT FEE UPDATE
PROJECT NO. PRJ2023-000322-(3)
ADVANCE PLANNING CASE NO. RPPL2023000462
PLAN AMENDMENT NO. RPPL2023000732
PROJECT LOCATION: SANTA MONICA MOUNTAINS PLANNING AREA

3. PRESENTATION/DISCUSSION ITEM(S):

- A.** Board Briefing (Los Angeles County Development Authority):
Tracking Regional Affordability and Challenges to Tenancy ("TRACT")
Speaker: Emilio Salas and Andrew Miller

4. PUBLIC COMMENTS (2 minutes each speaker)

CLOSED SESSION:

CS-1 CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION – 2 CLAIMS
(Paragraph (2) of Subdivision (d) of Government Code section 54956.9)

The non-litigated claim of Paul Franco and Max Franco
Department of Public Works

5. ADJOURNMENT

BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	8/16/2023		
BOARD MEETING DATE	9/12/2023		
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)	Agricultural Commissioner/Weights and Measures (ACWM)		
SUBJECT	The Department of Agricultural Commissioner/Weights and Measures (ACWM) is requesting approval of an agreement with the California Department of Food and Agriculture (CDFA) to perform fruit and vegetable inspection services for the CDFA Standardization Program.		
PROGRAM	Pest Exclusion/Produce Quality		
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	Current contract with CDFA ends June 30, 2023		
COST & FUNDING	Total cost:	Funding source:	
	\$114,048.00	CDFA	
	TERMS (if applicable):		
	Explanation: Under this agreement, CDFA will provide funding up to \$114,048 for work performed by ACWM for the period July 1, 2023, through June 30, 2024. ACWM will be fully reimbursed for eligible expenses up to the maximum allowable amount of the agreement. The revenue was included in the Department's Fiscal Year 2023-2024 Final Adopted Budget.		
PURPOSE OF REQUEST	We are requesting that the Board of Supervisors: 1. Approve and instruct the Agricultural Commissioner/Director of Weights and Measures (Commissioner/Director) to sign the accompanying agreement with the CDFA, which reimburses the County up to \$114,048 for fruit and vegetable inspection services for one year, beginning July 1, 2023.		

	<p>2. Delegate authority to the Commissioner/Director, or his designee, to sign amendments to this agreement that are consistent with the requirements of the Agreement referenced above, including amending the amount and Scope of Work, subject to: 1) prior review and approval as to form by County Counsel; and 2) the Commissioner/Director providing written notification to your Board.</p>
<p>BACKGROUND (include internal/external issues that may exist including any related motions)</p>	<p>Approval of the recommended actions will enable ACWM to conduct State Compliance inspections at wholesale produce facilities in Los Angeles County. The goals of the Standardization Program are to remove from the channels of trade fruits and vegetables that do not comply with minimum standards, to assure consumers that they are purchasing commodities at a level of acceptable quality, and to protect and promote the fruit, nut, and vegetable industries of California.</p> <p>Statewide, standardization laws establish minimum standards for produce maturity, quality, size, container sizes, packing arrangements, and container markings which are enforced at the local level by the Commissioner/Director and ACWM staff.</p>
<p>EQUITY INDEX OR LENS WAS UTILIZED</p>	<p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No 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 If Yes, please state which one(s) and explain how:</p>
<p>DEPARTMENTAL CONTACTS</p>	<p>Name, Title, Phone # & Email: KURT E. FLOREN Agricultural Commissioner/ Director of Weights and Measures (626) 575-5451 KFloren@acwm.lacounty.gov</p>

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

Dear Supervisors:

**APPROVAL OF AGREEMENT #23-0013-000-SA
WITH THE CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE
FOR STANDARDIZATION INSPECTIONS PROGRAM
(ALL DISTRICTS) (3 VOTES)**

SUBJECT

The Department of Agricultural Commissioner/Weights and Measures (ACWM) is requesting approval of an agreement with the California Department of Food and Agriculture (CDFA) to perform fruit and vegetable inspection services for the CDFA Standardization Program.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and instruct the Agricultural Commissioner/Director of Weights and Measures (Commissioner/Director) to sign the accompanying agreement with the CDFA, which reimburses the County up to \$114,048 for fruit and vegetable inspection services for one year, beginning July 1, 2023.
2. Delegate authority to the Commissioner/Director, or his designee, to sign amendments to this agreement that are consistent with the requirements of the Agreement referenced above, including amending the amount and Scope of Work, subject to: 1) prior review and approval as to form by County Counsel; and 2) the Commissioner/Director providing written notification to your Board.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommended actions will enable ACWM to conduct State Compliance inspections at wholesale produce facilities in Los Angeles County. The goals of the Standardization Program are to remove from the channels of trade fruits and vegetables that do not comply with minimum standards, to assure consumers that they are purchasing commodities at a level of acceptable quality, and to protect and promote the fruit, nut, and vegetable industries of California.

Statewide, standardization laws establish minimum standards for produce maturity, quality, size, container sizes, packing arrangements, and container markings which are enforced at the local level by the Commissioner/Director and ACWM staff.

Inspections are performed as outlined in the Food and Agricultural Code (Section 42651, *et seq.*), the California Code of Regulations (3 CCR § 1370, *et seq.*), and any applicable State policies and procedures pertaining to fruits and vegetables.

Implementation of Strategic Plan Goals

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

Goal III – Realize Tomorrow’s Government Today - Strategy III.3: Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability – By Maximizing Revenue and Leveraging Resources (III.3.1) to increase consumer confidence, the promotion of a fair and equitable marketplace for wholesale produce dealers, and greater collaboration among State and County partners.

FISCAL IMPACT/FINANCING

Under this agreement, CDFA will provide funding up to \$114,048 for work performed by ACWM for the period July 1, 2023, through June 30, 2024. ACWM will be fully reimbursed for eligible expenses up to the maximum allowable amount of the agreement. The revenue was included in the Department’s Fiscal Year 2023-2024 Final Adopted Budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

The contract applies to the period of July 1, 2023, through June 30, 2024.

ACWM is mandated by Food and Agricultural Code, Division 17, Chapter 2, Sections 42651 and 42652 to administer a fruit and vegetable standards enforcement program at the local level.

Agreement #23-0013-000-SA has been reviewed by County Counsel and is approved as to form.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The recommended Board action will support program services for the entire 2023-2024 Fiscal Year.

Respectfully submitted,

KURT E. FLOREN
Agricultural Commissioner
Director of Weights and Measures

KEF:MR

Attachment

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

**COOPERATIVE AGREEMENT
SIGNATURE PAGE**

AGREEMENT NUMBER

23-0013-000-SA

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

STATE AGENCY'S NAME

CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE (CDFA)

RECIPIENT'S NAME

COUNTY OF LOS ANGELES

2. The Agreement Term is: July 1, 2023 through June 30, 2024

3. The maximum amount of this Agreement is: \$114,048.00

4. The parties agree to comply with the terms and conditions of the following exhibits and attachments which are by this reference made a part of the Agreement:

Exhibit A: Recipient and Project Information 2 Pages

Exhibit B: General Terms and Conditions 5 Pages

Exhibit C: Payment and Budget Provisions 2 Pages

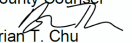
Attachments: Scope of Work and Budget

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

RECIPIENT

RECIPIENT'S NAME (*Organization's Name*)

COUNTY OF LOS ANGELES

APPROVED AS TO FORM
Dawyn R. Harrison
County Counsel

Brian T. Chu
Principal Deputy Co.Co.

BY (*Authorized Signature*)

DATE SIGNED



PRINTED NAME AND TITLE OF PERSON SIGNING

Kurt E. Floren, Agricultural Commissioner/Director of Weights and Measures

ADDRESS

12300 Lower Azusa Road, Arcadia, CA 91006

STATE OF CALIFORNIA

AGENCY NAME

CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE (CDFA)

BY (*Authorized Signature*)

DATE SIGNED



PRINTED NAME AND TITLE OF PERSON SIGNING

ANNABELE CUTAJAR, STAFF SERVICES MANAGER I, OFFICE OF GRANTS ADMINISTRATION

ADDRESS

1220 N STREET, ROOM 120

SACRAMENTO, CA 95814

BM

EXHIBIT A

RECIPIENT AND PROJECT INFORMATION

1. CDFA hereby awards an Agreement to the Recipient for the project described herein:
The county will perform inspections to ensure enforcement of the Food and Agricultural Code, Division 17, Chapter 2, the California Code of Regulations (CCR), Title 3, Group 4; and any relevant State policies.

Project Title: Standardization Inspections

2. The Managers for this Agreement are:

FOR CDFA:		FOR RECIPIENT:	
Name:	Kiley Potter	Name:	Kurt Floren
Division/Branch:	Inspection Services/ Inspection and Compliance	Organization:	COUNTY OF LOS ANGELES
Address:	1220 N Street	Address:	12300 Lower Azusa Road
City/State/Zip:	Sacramento, CA 95814	City/State/Zip:	Arcadia, CA 91006
Phone:	916-597-7328	Phone:	626-575-5451
Email Address:	kiley.potter@cdfa.ca.gov	Email Address:	kfloren@acwm.lacounty.gov;

3. The Grant Administrative Contacts for this Agreement are:

FOR CDFA:		FOR RECIPIENT:	
Name:	Kiley Potter	Name:	Max Regis
Division/Branch:	Inspection Services/ Inspection and Compliance	Organization:	LA County Agricultural Commissioner/ Weights and Measures
Address:	1220 N Street	Address:	11012 Garfield Avenue
City/State/Zip:	Sacramento, CA 95814	City/State/Zip:	South Gate, CA 90280
Phone:	916-597-7328	Phone:	562-622-0421
Email Address:	kiley.potter@cdfa.ca.gov	Email Address:	mregis@acwm.lacounty.gov

FISCAL CONTACT FOR RECIPIENT (if different from above):
Name:
Organization:
Address:
City/State/Zip:
Phone:
Email Address:

4. RECIPIENT: Please check appropriate box below:

Research and Development (R&D) means all research activities, both basic and applied, and all development activities that are performed by non-Federal entities. The term research also includes activities involving the training of individuals in research techniques where such activities utilize the same facilities as other R&D activities and where such activities are not included in the instruction function.

This award ☐ does ☒ does not support R&D.

5. For a detailed description of activities to be performed and duties, see Scope of Work and Budget.

EXHIBIT B

GENERAL TERMS AND CONDITIONS

1. Approval

This Agreement is of no force or effect until signed by both parties. The Recipient may not invoice for activities performed prior to the commencement date or completed after the termination date of this Agreement.

2. Agreement Execution

Unless otherwise prohibited by state law, regulation, or Department or Recipient policy, the parties agree that an electronic copy of a signed Agreement, or an electronically signed Agreement, has the same force and legal effect as an Agreement executed with an original ink signature. The term "electronic copy of a signed Agreement" refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of an original signed Agreement in a portable document format. The term "electronically signed Agreement" means an Agreement that is executed by applying an electronic signature using technology approved by all parties.

3. Assignment

This Agreement is not assignable by the Recipient, either in whole or in part, without the prior consent of the CDFA Agreement Manager or designee in the form of a formal written amendment.

4. Governing Law

This Agreement is governed by and will be interpreted in accordance with all applicable State and Federal laws.

5. State and Federal Law

It is the responsibility of the Recipient to know and understand which State, Federal, and local laws, regulations, and ordinances are applicable to this Agreement and the Project, as described in Exhibit A. The Recipient shall be responsible for observing and complying with all applicable State and Federal laws and regulations. Failure to comply may constitute a material breach.

6. Recipient Commitments

The Recipient accepts and agrees to comply with all terms, provisions, conditions and commitments of the Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and statements made by the Recipient in the application, documents, amendments, and communications in support of its request for funding.

7. Performance and Assurances

The Recipient agrees to faithfully and expeditiously perform or cause to be performed all Project work as described in the Scope of Work, and to apply grant funds awarded in this Agreement only to allowable Project costs.

8. Mutual Liability

Parties shall, to the extent allowed by law, each be individually liable for any and all claims, losses, causes of action, judgments, damages, and expenses to the extent directly caused by their officers, agents, or employees.

9. Unenforceable Provision

In the event that any provision of this Agreement is unenforceable or held to be unenforceable, the parties agree that all other provisions of this Agreement shall remain operative and binding.

10. Contractors/Consultants

The Recipient assumes full responsibility for its obligation to pay its Contractors/Consultants. The Recipient is responsible to ensure that any/all contractors/consultants it engages to carry out activities under this Agreement shall have the proper licenses/certificates required in their respective disciplines. The Recipient's use of contractors/consultants shall not affect the Recipient's responsibilities under this Agreement.

11. Non-Discrimination Clause

The Recipient agrees that during the performance of this Agreement, it will not discriminate, harass, or allow harassment or discrimination against any employee or applicant for employment based on race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. The Recipient agrees to require the same of all contractors and consultants retained to carry out the activities under this Agreement.

The Recipient agrees that during the performance of this Agreement, the evaluation and treatment of its employees and applicants for employment are free from discrimination and harassment. The Recipient will comply with the provisions of the Fair Employment and Housing Act (Government Code section 12990 *et seq.*) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, section 7285 *et seq.*). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. The Recipient will give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining unit or other Agreement. The Recipient must include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

The Recipient agrees to require the same of all contractors and consultants retained to carry out activities under this Agreement.

12. Excise Tax

The State of California is exempt from federal excise taxes and no payment will be made for any taxes levied on employees' wages. The CDFA will pay for any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this Agreement. California may pay any applicable sales and use tax imposed by another State.

13. Disputes

The Recipient must continue with the responsibilities under this Agreement during any dispute. In the event of a dispute, the Recipient must file a "Notice of Dispute" with the CDFA Agreement Manager, identified in Exhibit A, or designee within ten (10) calendar days of discovery of the problem. The Notice of Dispute must contain the Agreement number. Within ten (10) calendar days of receipt of the Notice of Dispute, the CDFA Agreement Manager or designee must meet with the Recipient for the purpose of resolving the dispute. In the event of a dispute, the language contained within this Agreement prevails.

14. Termination for Convenience

This Agreement may be terminated by either party upon written notice. Notice of termination must be delivered to the other party at least thirty (30) calendar days prior to the intended date of termination. Notice of termination does not nullify obligations already incurred prior to the date of termination. In the event of Termination for Convenience of this Agreement by CDFA, CDFA must pay all responsible costs and non-cancellable obligations incurred by the Recipient as of the date of termination.

15. Termination for Cause

Either party may terminate this Agreement for cause in the event of a material breach of this Agreement, provided that the non-breaching party provides written notice of the material breach and ten (10) calendar days to cure the breach. If the breach is not cured to the satisfaction of the non-breaching party within ten (10) calendar days of receipt of notice, this Agreement shall automatically terminate and the CDFA shall reimburse the Recipient for all documented costs incurred up to the date of the notice of termination, including all non-cancellable obligations.

16. Acceptable Failure to Perform

The Recipient shall not be liable for any failure to perform as required by this Agreement, to the extent such failure to perform is caused by any of the following: labor disturbances or disputes of any kind, accidents, or the inability to obtain any required government approval to proceed, civil disorders, acts of aggression, acts of God, energy or other conservation measures, failure of utilities, mechanical breakdowns, materials shortages, disease, pandemics, or similar occurrences.

17. Breach

Reimbursement under this Agreement may be suspended, terminated, or both, and the Recipient may be subject to debarment if CDFA determines that the Recipient has breached the terms of this Agreement. A determination of breach may be appealed in writing to the CDFA. The appeal must be post marked within ten (10) calendar days of the date the Recipient received notification and addressed to the CDFA Legal Office of Hearing and Appeals or emailed to CDFA.LegalOffice@cdfa.ca.gov.

California Department of Food and Agriculture
Legal Office of Hearing and Appeals
1220 N Street
Sacramento, CA 95814

18. Non-Material Breach

The Recipient may be in material breach under this Agreement if it fails to comply with any term of this Agreement. In the event of a material breach, CDFA shall provide in writing a Notice of Breach to the Recipient within ten (10) calendar days upon discovery of breach. The Recipient shall have ten (10) calendar days from receipt of the notice to cure the breach. If the Recipient fails to cure the breach within the time prescribed by this Agreement, CDFA may do any of the following:

- A. Suspend payments;
- B. Demand repayment of all funding;
- C. Terminate the Agreement; or
- D. Take any other action deemed necessary to recover costs.

If CDFA determines that the Recipient is not in material breach but that the Project is not being implemented in accordance with the provisions of this Agreement, or that the Recipient has failed in any other respect to comply with the provisions of this Agreement, and the Recipient has failed to remedy any such failure in a reasonable and timely manner, CDFA may withhold all or any portion of the grant funding and take any other action that CDFA deems necessary to protect its interests.

Where a portion of the grant funding has been disbursed to the Recipient and CDFA notifies the Recipient of its decision not to release funds that have been withheld pursuant to paragraph 17, the portion that has been disbursed shall thereafter be repaid immediately. CDFA may consider the Recipient's refusal to repay the requested disbursed amount a material breach.

If CDFA notifies the Recipient of its decision to withhold the entire funding amount from the Recipient pursuant to this paragraph, this Agreement shall terminate upon receipt of such notice by the Recipient and CDFA shall no longer be required to provide funds under this Agreement and the Agreement shall no longer be binding on either party.

In the event CDFA finds it necessary to enforce this provision of this Agreement in the manner provided by law, the Recipient agrees to pay all enforcement costs incurred by CDFA including, if CDFA should prevail in a civil action, reasonable attorneys' fees, legal expenses, and costs related to the action.

19. Publicity and Acknowledgement

The Recipient agrees that it will acknowledge CDFA's support whenever projects funded, in whole or in part, by this Agreement are publicized in any news media, brochures, publications, audiovisuals, presentations or other types of promotional material and in accordance with the Grant Procedures Manual if incorporated by reference and attachment to the Agreement. The Recipients may not use the CDFA logo.

20. News Releases/Public Conferences

The Recipient agrees to notify the CDFA in writing at least two (2) business days before any news releases or public conferences are initiated by the Recipient or its Contractors/Consultants regarding the project described in the Attachments, Scope of Work and Budget and any project results.

21. Scope of Work and Budget Changes

Changes to the Scope of Work, Budget, or the Project term, must be requested in writing to CDFA Grant Administrative Contact no less than thirty (30) days prior to the requested implementation date. Any changes to the Scope of Work and Budget are subject to CDFA approval and, at its discretion, CDFA may choose to accept or deny any changes. If accepted and after negotiations are concluded, the agreed upon changes will be made and become part of this Agreement. CDFA will respond in writing within ten (10) business days as to whether the proposed changes are accepted.

22. Reporting Requirements

The Recipient agrees to comply with all reporting requirements specified in Scope of Work and/or Grant Procedures Manual if incorporated by reference to this Agreement as an attachment.

23. California State Auditor

This Agreement is subject to examination and audit by the California State Auditor for a period of three (3) years after final payment under the Agreement.

24. Equipment

Purchase of equipment not included in the approved Budget requires prior approval. The Recipient must comply with applicable state requirements regarding the use, maintenance, disposition, and reporting of equipment as contained in CCR, Title 3, Division 1, Chapter 5, sections 303, 311, 324.1 and 324.2.

25. Closeout

The Agreement will be closed out after the completion of the Project or project term, receipt and approval of the final invoice and final report, and resolution of any performance or compliance issues.

26. Confidential and Public Records

The Recipient and CDFA understand that each party may come into possession of information and/or data which may be deemed confidential or proprietary by the person or organization furnishing the information or data. Such information or data may be subject to disclosure under the California Public Records Act or the Public Contract Code. CDFA has the sole authority to determine whether the information is releasable. Each party agrees to maintain such information as confidential and notify the other party of any requests for release of the information.

27. Amendments

Changes to funding amount or Agreement term require an amendment and must be requested in writing to the CDFA Agreement Manager or designee no later than sixty (60) calendar days prior to the requested implementation date. Amendments are subject to CDFA approval, and, at its discretion, may choose to accept or deny these changes. No amendments are possible if the Agreement is expired.

28. Executive Order N-6-22 Russia Sanctions

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

EXHIBIT C

PAYMENT AND BUDGET PROVISIONS

1. Invoicing and Payment

- A. For activities satisfactorily rendered and performed according to the attached Scope of Work and Budget, and upon receipt and approval of the invoices, CDFA agrees to reimburse the Recipient for actual allowable expenditures incurred in accordance with the rates specified herein, which is attached hereto and made a part of this Agreement.
- B. Invoices must include the Agreement Number, performance period, type of activities performed in accordance with this Agreement, and when applicable, a breakdown of the costs of parts and materials, labor charges, and any other relevant information required to ensure proper invoices are submitted for payment.
- C. Unless stated in the Scope of Work quarterly invoices must be submitted to the CDFA Administrative Contact, within thirty (30) calendar days after the end of each quarter in which activities under this Agreement were performed.
- D. Unless stated in the Scope of Work a final invoice will be submitted for payment no more than thirty (30) calendar days following the expiration date of this Agreement, or after project is complete, whichever comes first. The final invoice must be clearly marked "Final Invoice" thus indicating that all payment obligations of the CDFA under this Agreement have ceased and that no further payments are due or outstanding.

2. Allowable Expenses and Fiscal Documentation

- A. The Recipient must maintain adequate documentation for expenditures of this Agreement to permit the determination of the allowability of expenditures reimbursed by CDFA under this Agreement. If CDFA cannot determine if expenditures are allowable under the terms of this Agreement because records are nonexistent or inadequate according to Generally Accepted Accounting Principles, CDFA may disallow the expenditures.
- B. If mileage is a reimbursable expense, using a privately-owned vehicle will be at the standard mileage rate established by the United States (U.S.) Internal Revenue Service (IRS) and in effect at the time of travel. The standard mileage rate in effect at the time of travel can be found on [IRS's website](#) regardless of funding source/type.
- C. If domestic travel is a reimbursable expense, receipts must be maintained to support the claimed expenditures. The maximum rates allowable for travel within California are those established by the California Department of Human Resources ([CalHR](#)). The maximum rates allowable for domestic travel outside of California are those established by the United States General Services Administration ([GSA](#)).
- D. If foreign travel is a reimbursable expense, receipts must be maintained to support the claimed expenditures. The maximum rates allowable are those established in a per diem supplement to Section 925, Department of State Standardized Regulations.
- E. The Recipient will maintain and have available, upon request by CDFA, all financial records and documentation pertaining to this Agreement. These records and documentation will be kept for three (3) years after completion of the Agreement period or until final resolution of any performance/compliance review concerns or litigation claims.

3. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, California Government Code Title 1, Division 3.6, Part 3, Chapter 4.5, commencing with Section 927 - The California Prompt Payment Act.

4. Budget Contingency Clause

If funding for any fiscal year is reduced or deleted for purposes of this program, the CDFA has the option to either cancel this Agreement with no liability occurring to the CDFA or offer to amend the Agreement to reflect the reduced amount.

**STANDARDIZATION PROGRAM
SCOPE OF WORK
FY 2023/24**

County Responsibilities

The County agrees to provide fruit and vegetable inspection services for the Standardization Program. These services are in addition to any normal inspection activities being performed by the County.

Inspections shall be performed as outlined in the Food and Agricultural Code, Division 17, Chapter 2; the California Code of Regulations, Title 3, Subchapter 4. The County shall follow all established Standardization practices and procedures and all State policies. Services to be invoiced under this agreement will commence no earlier than July 1, 2023.

The County shall perform inspection services at a cost not to exceed the approved agreement amount. Inspection hours and workdays should vary where appropriate and practical. Services provided by the County include hours of enforcement work, mileage, and travel time incurred to perform enforcement activities.

All activities under this agreement shall be reimbursed on an hourly basis, for actual time incurred. Hearing officer expenses resulting from a Standardization proposed action may also be reimbursed provided the cost does not exceed 10% of the total agreement amount.

The County shall provide routine inspection supplies with the exception of forms and supplies that are provided by the State. Inspection equipment and subsequent supplies that are required to be used by Regulation, may be eligible for reimbursement under this agreement. Some examples of eligible equipment include hand-held refractometers or 25 ml pipettes; eligible supplies may include sodium hydroxide or distilled water. Further details regarding purchasing equipment and supplies can be found on the Fiscal Display.

Agreement Application – Form STZ 200

Each County must complete Form STZ 200, to request a cooperative agreement. The services provided under this agreement must be consistent with the proposed activities and detailed justification outlined in the application. The Fiscal Display that is provided with the application, must also be completed, and include a breakdown of anticipated costs for Personnel, Transportation, Equipment & Supplies, and Indirect Costs.

Agreement Invoice – Form #51-066

The County shall invoice the State for work performed under this agreement within 30 days after the end of each month in which services were provided. The County must use State Invoice Form 51-066, and it must include at least the following information:

- Inspection Type- Production, Wholesale, Retail, Other Activities

- Name(s) of commodities inspected (at minimum, all commodities inspected at production and all rejected commodities)
- Number of premises inspected
- Number of lots inspected per commodity
- Number of containers inspected per commodity
- Number of noncompliance's issued per commodity
- Number of containers rejected per commodity
- Reason for the rejection
- Number of disposal orders issued per commodity
- Inspector name/title
- Total number of hours worked per commodity
- Total cost to include personnel, mileage, and indirect costs - if applicable (indirect costs cannot to exceed 25% of personnel costs)
- Name and signature of authorized county personnel submitting invoice

Any revisions made to previously submitted invoices must include "REVISED" and the revision date, in red ink, on the top right corner of the revised invoice. Refer to the instructions that accompany form 51-066 when preparing and submitting the monthly invoice.

Invoicing for Other Activities

The County may invoice for inspection staff to attend a CDFA commodity training session, however the hours charged must be limited to staff that will actually be inspecting the commodity. All commodity training expenses charged will require the names of the inspectors to be listed on the invoice along with the date and name of commodity training they attended.

The County may also invoice for one county representative to attend a Standardization Advisory Committee meeting. The name of the county representative and the date of the committee meeting must be included on the invoice.

Counties will not be allowed to invoice for indirect costs in months when no inspection or program related activities occurred. All agreement amendment requests must be reviewed by the Standardization Advisory Committee. Final approval will be determined by CDFA.

CDFA Responsibilities

CDFA may perform evaluations of county inspections, including, but not limited to; on-site observations; assessment of inspection procedures and review of non-compliance's and other reports for accuracy and consistency.

2023/24 STANDARDIZATION FISCAL DISPLAY

County Los Angeles
Cooperative Agreement # _____

All hourly rates shown below are to include employee benefits. If more than one hourly rate is applicable in any category, an average rate may be shown.

PERSONNEL:					
# of Biologists or Ag Technicians	Hours		Rate		Total
8					
Regular	1035	@	\$ 81.21	=	\$ 84,052.35
Overtime		@	\$ -	=	\$ -
# of Seasonal Staff	Hours		Rate		Total
0					
Regular		@	\$ -	=	\$ -
Overtime		@	\$ -	=	\$ -
# of Supervisory Staff	Hours		Rate		Total
1					
Regular	60	@	\$ 99.74	=	\$ 5,984.40
Total Personnel Costs					\$ 90,036.75
TRANSPORTATION:					
Rental Rate:	\$ Per Mile		Per Month		
Total Rate:	\$ -	@	\$ -	=	\$ -
Mileage:	Total Miles		\$ Per Mile		
Total Miles:	2,294	@	\$ 0.655	=	\$ 1,502.57
					(Not to exceed \$0.655)
EQUIPMENT & SUPPLIES:					\$ -
Equipment and supplies obtained thru this agreement must be required by Regulation. Purchases over \$100.00 will require prior approval from CDFA. Total Equipment and Supply charges may not exceed \$500.00. Please list any anticipated equipment needs below.					
INDIRECT COSTS:					\$ 22,508.68
Overhead for Agreement Administration (if not included above within hourly rates)					
Indirect Costs cannot exceed 25% of Personnel Costs					
COOPERATIVE AGREEMENT TOTAL:					\$ 114,048.00

Operational needs may require changes to line item expenditures within the Agreement Budget. Personnel and Transportation Costs may be redirected. Equipment & Supplies and Indirect Costs may not be redirected.

Hours, average rates, mileage, and other costs are projected. Actual costs must be reflected on monthly invoices and may not exceed the total Agreement amount.

Note: Type in shaded areas only

SUBMIT MONTHLY TO: standardization@cdfa.ca.gov

**STATE OF CALIFORNIA
DEPARTMENT OF FOOD AND AGRICULTURE
INSPECTION AND COMPLIANCE BRANCH
1220 N STREET
SACRAMENTO CA 95814**

--

DATE:
COUNTY:
AGREEMENT #:
BILLING PERIOD:
COUNTY INVOICE #: (Optional)

[illegible]

NAME/ TITLE	REGULAR HOURS	RATE	OVERTIME HOURS	RATE	TOTAL HOURS	TOTAL COST
	HOURS @		HOURS @		0.00	0.00
	HOURS @		HOURS @		0.00	0.00
	HOURS @		HOURS @		0.00	0.00
	HOURS @		HOURS @		0.00	0.00
	HOURS @		HOURS @		0.00	0.00
	HOURS @		HOURS @		0.00	0.00
	HOURS @		HOURS @		0.00	0.00
	HOURS @		HOURS @		0.00	0.00
	HOURS @		HOURS @		0.00	0.00
HOURLY TOTALS	0.00		0.00		0.00	0.00
INSPECTION EQUIPMENT & SUPPLIES						
MILEAGE	0.0	MILES @	\$0.655	\$0.00		
INDIRECT COST (if not included in hourly rate)		FLAT RATE:				For State Official Use

TOTAL INVOICE AMOUNT:	
INVOICE APPROVED BY:	
<hr/> Please print name below signature	

0.00

For State Official Use Only	
Date Approved:	
Approved By:	
Object Code:	
Contract/PO# :	

Program Code: 9999000401 PCA: 41101 Standardization



BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	8/16/2023		
BOARD MEETING DATE	9/12/2023		
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)	Agricultural Commissioner/Weights and Measures (ACWM)		
SUBJECT	The Department of Agricultural Commissioner/Weights and Measures (ACWM) is requesting approval of an agreement with the California Department of Food and Agriculture (CDFA) to perform wholesale egg inspection services for the CDFA Egg Safety and Quality Management Program (ESQM).		
PROGRAM	Pest Exclusion/Produce Quality		
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	Current contract with CDFA ends June 30, 2023		
COST & FUNDING	Total cost:	\$141,932.92	Funding source:
			CDFA
	TERMS (if applicable):		
	Explanation: Under this agreement, CDFA will provide funding up to \$141,932.92 for work performed by ACWM for the period July 1, 2023, through June 30, 2024. ACWM will be fully reimbursed for eligible expenses up to the maximum allowable amount of the agreement. The revenue was included in the Department's Fiscal Year 2023-2024 Final Adopted Budget.		
PURPOSE OF REQUEST	We are requesting that the Board of Supervisors: 1. Approve and instruct the Agricultural Commissioner/Director of Weights and Measures (Commissioner/Director) to sign the accompanying agreement with the CDFA, which reimburses the County up to \$141,932.92 for wholesale egg inspection services for one year, beginning July 1, 2023.		

	<p>2. Delegate authority to the Commissioner/Director, or his designee, to sign amendments to this agreement that are consistent with the requirements of the Agreement referenced above that amend the amount and Scope of Work, subject to: 1) prior review and approval as to form by County Counsel; and 2) the Commissioner/Director providing written notification to your Board.</p>
<p>BACKGROUND (include internal/external issues that may exist including any related motions)</p>	<p>Approval of the recommended actions will enable ACWM to conduct State Compliance and Risk-Based Inspections (CRBI) of eggs at wholesale facilities in Los Angeles County. The purpose of CRBI is to ensure egg quality and safety compliance and to concentrate inspections on egg handlers not achieving a 90% compliance rate or better.</p> <p>Statewide, ESQM seeks to inspect 1% of all cases of eggs available annually. By utilizing a CRBI matrix, the inspection rate will drop to 0.5% (one half percent of eggs available) for companies that consistently achieve quality compliance and an acceptable level of food safety compliance, thus allowing inspectors to concentrate inspection efforts on wholesale facilities that need closer monitoring.</p> <p>Inspections are performed as provided in the Food and Agricultural Code, Division 2, Part 4, Chapter 1 (commencing with Section 27501); the California Code of Regulations, Title 3, Subchapter 3, and any applicable State policies and procedures.</p>
<p>EQUITY INDEX OR LENS WAS UTILIZED</p>	<p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No 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 If Yes, please state which one(s) and explain how:</p>
<p>DEPARTMENTAL CONTACTS</p>	<p>Name, Title, Phone # & Email:</p> <p>KURT E. FLOREN Agricultural Commissioner/ Director of Weights and Measures (626) 575-5451 KFloren@acwm.lacounty.gov</p>

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

Dear Supervisors:

**APPROVAL OF AGREEMENT #23-0368-000-SA
WITH THE CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE
FOR EGG QUALITY CONTROL
(ALL DISTRICTS) (3 VOTES)**

SUBJECT

The Department of Agricultural Commissioner/Weights and Measures (ACWM) is requesting approval of an agreement with the California Department of Food and Agriculture (CDFA) to perform wholesale egg inspection services for the CDFA Egg Safety and Quality Management Program (ESQM).

IT IS RECOMMENDED THAT THE BOARD:

1. Approve and instruct the Agricultural Commissioner/Director of Weights and Measures (Commissioner/Director) to sign the accompanying agreement with the CDFA, which reimburses the County up to \$141,932.92 for wholesale egg inspection services for one year, beginning July 1, 2023.
2. Delegate authority to the Commissioner/Director, or his designee, to sign amendments to this agreement that are consistent with the requirements of the Agreement referenced above that amend the amount and Scope of Work, subject to: 1) prior review and approval as to form by County Counsel; and 2) the Commissioner/Director providing written notification to your Board.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommended actions will enable ACWM to conduct State Compliance and Risk-Based Inspections (CRBI) of eggs at wholesale facilities in Los Angeles County. The purpose of CRBI is to ensure egg quality and safety compliance and to concentrate inspections on egg handlers not achieving a 90% compliance rate or better.

Statewide, ESQM seeks to inspect 1% of all cases of eggs available annually. By utilizing a CRBI matrix, the inspection rate will drop to 0.5% (one half percent of eggs available) for companies that consistently achieve quality compliance and an acceptable level of food safety compliance, thus allowing inspectors to concentrate inspection efforts on wholesale facilities that need closer monitoring.

Inspections are performed as provided in the Food and Agricultural Code, Division 2, Part 4, Chapter 1 (commencing with Section 27501); the California Code of Regulations, Title 3, Subchapter 3, and any applicable State policies and procedures.

Implementation of Strategic Plan Goals

The action supports the County Strategic Plan through the following Strategy:

Goal III – Realize Tomorrow’s Government Today - Strategy III.3: Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability – By Maximizing Revenue and Leveraging Resources (III.3.1) to increase consumer confidence, the promotion of a fair and equitable marketplace for egg producers and market operators, and greater collaboration among State and County partners.

FISCAL IMPACT/FINANCING

Under this agreement, CDFA will provide funding up to \$141,932.92 for work performed by ACWM for the period July 1, 2023, through June 30, 2024. ACWM will be fully reimbursed for eligible expenses up to the maximum allowable amount of the agreement. The revenue was included in the Department’s Fiscal Year 2023-2024 Final Adopted Budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

The contract applies to the period of July 1, 2023, through June 30, 2024.

ACWM is mandated by Food and Agricultural Code, Division 2, Chapter 2, Sections 2281 & 2282 to administer the egg quality control enforcement program at the local level.

Agreement #23-0368-000-SA has been reviewed by County Counsel and is approved as to form.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The recommended Board action will support program services for the entire 2023-2024 Fiscal Year.

Respectfully submitted,

KURT E. FLOREN
Agricultural Commissioner
Director of Weights and Measures

KEF:MR

Attachment

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

**COOPERATIVE AGREEMENT
SIGNATURE PAGE**

AGREEMENT NUMBER

23-0368-000-SA

1. This Agreement is entered into between the State Agency and the Recipient named below:
STATE AGENCY'S NAME
CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE (CDFA)
RECIPIENT'S NAME
COUNTY OF LOS ANGELES
2. The Agreement Term is: July 1, 2023 through June 30, 2024
3. The maximum amount of this Agreement is: \$141,932.92
4. The parties agree to comply with the terms and conditions of the following exhibits and attachments which are by this reference made a part of the Agreement:

Exhibit A: Recipient and Project Information 2 Page(s)

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

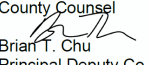
Exhibit C: Payment and Budget Provisions 2 Page(s)

Attachments: Scope of Work and Budget

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

RECIPIENT

RECIPIENT'S NAME (*Organization's Name*)
COUNTY OF LOS ANGELES

APPROVED AS TO FORM
Dawyn R. Harrison
County Counsel

Briant T. Chu
Principal Deputy Co.Co.

BY (*Authorized Signature*)

DATE SIGNED



PRINTED NAME AND TITLE OF PERSON SIGNING

Kurt E. Floren, Agricultural Commissioner/Director of Weights and Measures

ADDRESS

12300 Lower Azusa Road, Arcadia, CA 91006-5872

STATE OF CALIFORNIA

AGENCY NAME

CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE (CDFA)

BY (*Authorized Signature*)

DATE SIGNED



PRINTED NAME AND TITLE OF PERSON SIGNING

ANNABELE CUTAJAR, STAFF SERVICES MANAGER I, OFFICE OF GRANTS ADMINISTRATION

ADDRESS

1220 N STREET, ROOM 120

SACRAMENTO, CA 95814

LB

EXHIBIT A

RECIPIENT AND PROJECT INFORMATION

1. CDFA hereby awards an Agreement to the Recipient for the project described herein:
County will provide monthly wholesale and production shell egg inspections at point of origin by monitoring acceptable compliance and risk based levels.

Project Title: County CRBI Egg Inspection

2. The Managers for this Agreement are:

FOR CDFA:	FOR RECIPIENT:
Name: Olivia Call	Name: Kurt Floren
Division/Branch: AHFSS / Meat, Poultry, and Egg Safety	Organization: County of Los Angeles
Address: 1220 N Street	Address: 12300 Lower Azusa Road
City/State/Zip: Sacramento, CA 95833	City/State/Zip: Arcadia, CA 91006-5872
Phone: 916-806-3825	Phone: 626-575-5451
Email Address: olivia.call@cdfa.ca.gov	Email Address: kfloren@acwm.lacounty.gov

3. The Grant Administrative Contacts for this Agreement are:

FOR CDFA:	FOR RECIPIENT:
Name: Penny Arana	Name: Max Regis
Division/Branch: AHFSS / Meat, Poultry, and Egg Safety	Organization: LA Co. Agricultural Commissioner/Weights & Measures
Address: 1220 N Street	Address: 11012 Garfield Avenue
City/State/Zip: Sacramento, CA 95833	City/State/Zip: South Gate, CA 90280
Phone: 916-203-1497	Phone: 562-622-0421
Email Address: penny.arana@cdfa.ca.gov	Email Address: mregis@acwm.lacounty.gov

FISCAL CONTACT FOR RECIPIENT (if different from above):

Name:

Organization:

Address:

City/State/Zip:

Phone:

Email Address:

4. RECIPIENT: Please check appropriate box below:

Research and Development (R&D) means all research activities, both basic and applied, and all development activities that are performed by non-Federal entities. The term research also includes activities involving the training of individuals in research techniques where such activities utilize the same facilities as other R&D activities and where such activities are not included in the instruction function.

This award ☐ does ☒ does not support R&D.

5. For a detailed description of activities to be performed and duties, see Scope of Work and Budget.

EXHIBIT B

GENERAL TERMS AND CONDITIONS

1. Approval

This Agreement is of no force or effect until signed by both parties. The Recipient may not invoice for activities performed prior to the commencement date or completed after the termination date of this Agreement.

2. Agreement Execution

Unless otherwise prohibited by state law, regulation, or Department or Recipient policy, the parties agree that an electronic copy of a signed Agreement, or an electronically signed Agreement, has the same force and legal effect as an Agreement executed with an original ink signature. The term "electronic copy of a signed Agreement" refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of an original signed Agreement in a portable document format. The term "electronically signed Agreement" means an Agreement that is executed by applying an electronic signature using technology approved by all parties.

3. Assignment

This Agreement is not assignable by the Recipient, either in whole or in part, without the prior consent of the CDFA Agreement Manager or designee in the form of a formal written amendment.

4. Governing Law

This Agreement is governed by and will be interpreted in accordance with all applicable State and Federal laws.

5. State and Federal Law

It is the responsibility of the Recipient to know and understand which State, Federal, and local laws, regulations, and ordinances are applicable to this Agreement and the Project, as described in Exhibit A. The Recipient shall be responsible for observing and complying with all applicable State and Federal laws and regulations. Failure to comply may constitute a material breach.

6. Recipient Commitments

The Recipient accepts and agrees to comply with all terms, provisions, conditions and commitments of the Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and statements made by the Recipient in the application, documents, amendments, and communications in support of its request for funding.

7. Performance and Assurances

The Recipient agrees to faithfully and expeditiously perform or cause to be performed all Project work as described in the Scope of Work, and to apply grant funds awarded in this Agreement only to allowable Project costs.

8. Mutual Liability

Parties shall, to the extent allowed by law, each be individually liable for any and all claims, losses, causes of action, judgments, damages, and expenses to the extent directly caused by their officers, agents, or employees.

9. Unenforceable Provision

In the event that any provision of this Agreement is unenforceable or held to be unenforceable, the parties agree that all other provisions of this Agreement shall remain operative and binding.

10. Contractors/Consultants

The Recipient assumes full responsibility for its obligation to pay its Contractors/Consultants. The Recipient is responsible to ensure that any/all contractors/consultants it engages to carry out activities under this Agreement shall have the proper licenses/certificates required in their respective disciplines. The Recipient's use of contractors/consultants shall not affect the Recipient's responsibilities under this Agreement.

11. Non-Discrimination Clause

The Recipient agrees that during the performance of this Agreement, it will not discriminate, harass, or allow harassment or discrimination against any employee or applicant for employment based on race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. The Recipient agrees to require the same of all contractors and consultants retained to carry out the activities under this Agreement.

The Recipient agrees that during the performance of this Agreement, the evaluation and treatment of its employees and applicants for employment are free from discrimination and harassment. The Recipient will comply with the provisions of the Fair Employment and Housing Act (Government Code section 12990 *et seq.*) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, section 7285 *et seq.*). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. The Recipient will give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining unit or other Agreement. The Recipient must include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

The Recipient agrees to require the same of all contractors and consultants retained to carry out activities under this Agreement.

12. Excise Tax

The State of California is exempt from federal excise taxes and no payment will be made for any taxes levied on employees' wages. The CDFA will pay for any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this Agreement. California may pay any applicable sales and use tax imposed by another State.

13. Disputes

The Recipient must continue with the responsibilities under this Agreement during any dispute. In the event of a dispute, the Recipient must file a "Notice of Dispute" with the CDFA Agreement Manager, identified in Exhibit A, or designee within ten (10) calendar days of discovery of the problem. The Notice of Dispute must contain the Agreement number. Within ten (10) calendar days of receipt of the Notice of Dispute, the CDFA Agreement Manager or designee must meet with the Recipient for the purpose of resolving the dispute. In the event of a dispute, the language contained within this Agreement prevails.

14. Termination for Convenience

This Agreement may be terminated by either party upon written notice. Notice of termination must be delivered to the other party at least thirty (30) calendar days prior to the intended date of termination. Notice of termination does not nullify obligations already incurred prior to the date of termination. In the event of Termination for Convenience of this Agreement by CDFA, CDFA must pay all responsible costs and non-cancellable obligations incurred by the Recipient as of the date of termination.

15. Termination for Cause

Either party may terminate this Agreement for cause in the event of a material breach of this Agreement, provided that the non-breaching party provides written notice of the material breach and ten (10) calendar days to cure the breach. If the breach is not cured to the satisfaction of the non-breaching party within ten (10) calendar days of receipt of notice, this Agreement shall automatically terminate and the CDFA shall reimburse the Recipient for all documented costs incurred up to the date of the notice of termination, including all non-cancellable obligations.

16. Acceptable Failure to Perform

The Recipient shall not be liable for any failure to perform as required by this Agreement, to the extent such failure to perform is caused by any of the following: labor disturbances or disputes of any kind, accidents, or the inability to obtain any required government approval to proceed, civil disorders, acts of aggression, acts of God, energy or other conservation measures, failure of utilities, mechanical breakdowns, materials shortages, disease, pandemics, or similar occurrences.

17. Breach

Reimbursement under this Agreement may be suspended, terminated, or both, and the Recipient may be subject to debarment if CDFA determines that the Recipient has breached the terms of this Agreement. A determination of breach may be appealed in writing to the CDFA. The appeal must be post marked within ten (10) calendar days of the date the Recipient received notification and addressed to the CDFA Legal Office of Hearing and Appeals or emailed to CDFA.LegalOffice@cdfa.ca.gov.

California Department of Food and Agriculture
Legal Office of Hearing and Appeals
1220 N Street
Sacramento, CA 95814

18. Non-Material Breach

The Recipient may be in material breach under this Agreement if it fails to comply with any term of this Agreement. In the event of a material breach, CDFA shall provide in writing a Notice of Breach to the Recipient within ten (10) calendar days upon discovery of breach. The Recipient shall have ten (10) calendar days from receipt of the notice to cure the breach. If the Recipient fails to cure the breach within the time prescribed by this Agreement, CDFA may do any of the following:

- A. Suspend payments;
- B. Demand repayment of all funding;
- C. Terminate the Agreement; or
- D. Take any other action deemed necessary to recover costs.

If CDFA determines that the Recipient is not in material breach but that the Project is not being implemented in accordance with the provisions of this Agreement, or that the Recipient has failed in any other respect to comply with the provisions of this Agreement, and the Recipient has failed to remedy any such failure in a reasonable and timely manner, CDFA may withhold all or any portion of the grant funding and take any other action that CDFA deems necessary to protect its interests.

Where a portion of the grant funding has been disbursed to the Recipient and CDFA notifies the Recipient of its decision not to release funds that have been withheld pursuant to paragraph 17, the portion that has been disbursed shall thereafter be repaid immediately. CDFA may consider the Recipient's refusal to repay the requested disbursed amount a material breach.

If CDFA notifies the Recipient of its decision to withhold the entire funding amount from the Recipient pursuant to this paragraph, this Agreement shall terminate upon receipt of such notice by the Recipient and CDFA shall no longer be required to provide funds under this Agreement and the Agreement shall no longer be binding on either party.

In the event CDFA finds it necessary to enforce this provision of this Agreement in the manner provided by law, the Recipient agrees to pay all enforcement costs incurred by CDFA including, if CDFA should prevail in a civil action, reasonable attorneys' fees, legal expenses, and costs related to the action.

19. Publicity and Acknowledgement

The Recipient agrees that it will acknowledge CDFA's support whenever projects funded, in whole or in part, by this Agreement are publicized in any news media, brochures, publications, audiovisuals, presentations or other types of promotional material and in accordance with the Grant Procedures Manual if incorporated by reference and attachment to the Agreement. The Recipients may not use the CDFA logo.

20. News Releases/Public Conferences

The Recipient agrees to notify the CDFA in writing at least two (2) business days before any news releases or public conferences are initiated by the Recipient or its Contractors/Consultants regarding the project described in the Attachments, Scope of Work and Budget and any project results.

21. Scope of Work and Budget Changes

Changes to the Scope of Work, Budget, or the Project term, must be requested in writing to CDFA Grant Administrative Contact no less than thirty (30) days prior to the requested implementation date. Any changes to the Scope of Work and Budget are subject to CDFA approval and, at its discretion, CDFA may choose to accept or deny any changes. If accepted and after negotiations are concluded, the agreed upon changes will be made and become part of this Agreement. CDFA will respond in writing within ten (10) business days as to whether the proposed changes are accepted.

22. Reporting Requirements

The Recipient agrees to comply with all reporting requirements specified in Scope of Work and/or Grant Procedures Manual if incorporated by reference to this Agreement as an attachment.

23. California State Auditor

This Agreement is subject to examination and audit by the California State Auditor for a period of three (3) years after final payment under the Agreement.

24. Equipment

Purchase of equipment not included in the approved Budget requires prior approval. The Recipient must comply with applicable state requirements regarding the use, maintenance, disposition, and reporting of equipment as contained in CCR, Title 3, Division 1, Chapter 5, sections 303, 311, 324.1 and 324.2.

25. Closeout

The Agreement will be closed out after the completion of the Project or project term, receipt and approval of the final invoice and final report, and resolution of any performance or compliance issues.

26. Confidential and Public Records

The Recipient and CDFA understand that each party may come into possession of information and/or data which may be deemed confidential or proprietary by the person or organization furnishing the information or data. Such information or data may be subject to disclosure under the California Public Records Act or the Public Contract Code. CDFA has the sole authority to determine whether the

information is releasable. Each party agrees to maintain such information as confidential and notify the other party of any requests for release of the information.

27. Amendments

Changes to funding amount or Agreement term require an amendment and must be requested in writing to the CDFA Agreement Manager or designee no later than sixty (60) calendar days prior to the requested implementation date. Amendments are subject to CDFA approval, and, at its discretion, may choose to accept or deny these changes. No amendments are possible if the Agreement is expired.

28. Executive Order N-6-22 Russia Sanctions

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

EXHIBIT C

PAYMENT AND BUDGET PROVISIONS

1. Invoicing and Payment

- A. For activities satisfactorily rendered and performed according to the attached Scope of Work and Budget, and upon receipt and approval of the invoices, CDFA agrees to reimburse the Recipient for actual allowable expenditures incurred in accordance with the rates specified herein, which is attached hereto and made a part of this Agreement.
- B. Invoices must include the Agreement Number, performance period, type of activities performed in accordance with this Agreement, and when applicable, a breakdown of the costs of parts and materials, labor charges, and any other relevant information required to ensure proper invoices are submitted for payment.
- C. Unless stated in the Scope of Work, quarterly invoices must be submitted to the CDFA Administrative Contact, within thirty (30) calendar days after the end of each quarter in which activities under this Agreement were performed.
- D. Unless stated in the Scope of Work, a final invoice will be submitted for payment no more than thirty (30) calendar days following the expiration date of this Agreement, or after project is complete, whichever comes first. The final invoice must be clearly marked "Final Invoice" thus indicating that all payment obligations of the CDFA under this Agreement have ceased and that no further payments are due or outstanding.

2. Allowable Expenses and Fiscal Documentation

- A. The Recipient must maintain adequate documentation for expenditures of this Agreement to permit the determination of the allowability of expenditures reimbursed by CDFA under this Agreement. If CDFA cannot determine if expenditures are allowable under the terms of this Agreement because records are nonexistent or inadequate according to Generally Accepted Accounting Principles, CDFA may disallow the expenditures.
- B. If mileage is a reimbursable expense, using a privately-owned vehicle will be at the standard mileage rate established by the United States (U.S.) Internal Revenue Service (IRS) and in effect at the time of travel. The standard mileage rate in effect at the time of travel can be found on [IRS's website](#) regardless of funding source/type.
- C. If domestic travel is a reimbursable expense, receipts must be maintained to support the claimed expenditures. The maximum rates allowable for travel within California are those established by the California Department of Human Resources ([CalHR](#)). The maximum rates allowable for domestic travel outside of California are those established by the United States General Services Administration ([GSA](#)).
- D. If foreign travel is a reimbursable expense, receipts must be maintained to support the claimed expenditures. The maximum rates allowable are those established in a per diem supplement to Section 925, Department of State Standardized Regulations.
- E. The Recipient will maintain and have available, upon request by CDFA, all financial records and documentation pertaining to this Agreement. These records and documentation will be kept for three (3) years after completion of the Agreement period or until final resolution of any performance/compliance review concerns or litigation claims.

3. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, California Government Code Title 1, Division 3.6, Part 3, Chapter 4.5, commencing with Section 927 - The California Prompt Payment Act.

4. Budget Contingency Clause

If funding for any fiscal year is reduced or deleted for purposes of this program, the CDFA has the option to either cancel this Agreement with no liability occurring to the CDFA or offer to amend the Agreement to reflect the reduced amount.

STATE EGG QUALITY ENFORCEMENT WORKPLAN

July 1, 2023 – June 30, 2024

The county agrees to provide wholesale and production Compliance and Risk Based Inspection (CRBI) services for the California Department of Food and Agriculture (CDFA), Egg Safety and Quality Management (ESQM) Program. The inspections shall be performed as provided in the Food and Agricultural Code (FAC), Division 12, Part 4, Chapter 1 (commencing with Section 27501); the California Code of Regulations, Title 3, Subchapter 3, and any applicable State policies and procedures.

Any financial penalties imposed and/or “Notice of Proposed Action” by the county for violations of the laws, shall be retained in the county.

This agreement is effective from July 1, 2023, through June 30, 2024.

Payments will be made for CRBI inspections, which includes all of the following: Work completed quarterly - July 1 to September 30 (1st quarter), October 1 to December 31 (2nd quarter), January 1 to March 31 (3rd quarter), and April 1 to June 30 (4th quarter); forms required for this agreement’s payment submissions include: Quarterly CRBI reports, ESQM/County Cost Agreement form, Monthly Compiler list of inspections, and the approved County Report 9 (dated 10/27/17), for each month within the quarter (forms are available upon request from ESQM).

All forms and completed inspections lists are due to the ESQM District Supervisor by the thirtieth day following the end of each quarter (listed above), as appropriate for the functions listed below:

- CRBI Wholesale Inspections
- CRBI Production Inspections
 - Any producer with under 12,000 annual cases or under 3000 birds will fall under retail inspections.
 - Any distributor/wholesale under 12,000 annual cases will fall under retail inspections.
 - Any distributor with under 12,000 annual cases whose point of sale is directly to the consumer including small producers selling at certified farmer’s markets, swap meets, roadside stands, flea markets, and any distributor/wholesale will fall under retail inspections.

Late submission of invoices by the county will cause a delay in payments from ESQM.

Compliance and Risk Based Inspection (CRBI) for Shell Eggs:

The County and ESQM will inspect 1% of annual cases available, provided by the company for their facilities within each county. Facilities achieving a compliance rate of 90% or better and maintaining Risk Basked Violations within an acceptable level during a period of one quarter (3 months), will allow the inspection rate to drop to 0.5% (one half percent of egg cases available).

STATE EGG QUALITY ENFORCEMENT WORKPLAN

July 1, 2023 – June 30, 2024

Should the compliance rate fall below 90% or Risk Based violations are beyond the acceptable levels, then inspections shall revert to the 1% rate. CRBI will be performed monthly (refer to your county work-plan and quarterly CRBI worksheets). Re-inspections can be done at the per inspection rate; if there are no allowances left on the agreement for a re-inspection, please contact your District Supervisor and CDFA will complete as needed.

Acceptable Levels:

- Category 1 – Refrigeration issues (cold room and transport vehicles)
 - Two infractions allowed (Per three-month period)
- Category 2 – Dirts (fecal), leakers, rots
 - Three infractions allowed (Per three-month period)
- Category 3 – Checks, dirts (non-fecal), blood spots, meat spots, bloody whites, moldy, frozen or cooked
 - Four infractions allowed (Per three-month period)
- Category 4 – Labeling issues, under-weights, undergrades
 - Five infractions allowed (Per three-month period)
- No more than seven over all combined risk-based violations allowed. (Per three-month period)

CRBI Purpose:

- Ensure quality and food safety compliance.

Production Eligibility:

- Producers and/or producer/packers with a flock size of 3,000 or more layers shall participate in CRBI.

Wholesale/Distribution Eligibility:

- The baseline for wholesale and distributors shall be a minimum of 12,000 egg cases available per year.
- Wholesale and distributors with less than 12,000 egg cases per year, shall be inspected during routine retail activities.

Enforcement Response:

Initially, enforcement will be centered upon an educational response, which includes an explanation on lot failures, etc., to help individuals and industry come into compliance for minor infractions of laws and regulations. Subsequent enforcement shall entail utilization of the existing compliance process.

CRBI for Production and Wholesale Inspections:

- Conduct production and wholesale egg sample inspections monthly, based on CRBI, at the reported annual cases available for the fiscal year

STATE EGG QUALITY ENFORCEMENT WORKPLAN

July 1, 2023 – June 30, 2024

- An “Initial Visit” includes: temperatures, labeling, internal exam, external exam, and weight tolerances. All inspection categories must be met to be considered an “Initial Visit.”
- Track and report inspections and re-inspections
- If the 90 percent compliance level is reached over a three-month period, the number of quarterly inspections shall be decreased to a rate of 0.5 percent (one-half percent) of egg cases available the following quarter.
- CRBI will revert to original levels (one percent of the annual cases available) at the beginning of the following quarter, if required compliance of 90 percent is not maintained.

Expected Outcome:

- Provide a concentrated effort to inspect underperforming facilities
- Allow the county to operate an efficient egg inspection program
- Maintain acceptable compliance and risk-based levels, providing an incentive to facilities to maintain higher food safety standards

The County Shall:

- Assign up to five Inspector/Biologist(s) (Inspector) to perform CRBI inspections that have the required commodity license to inspect eggs.
- Assign only Inspectors that have attended the annual training, have passed the certified exam given by ESQM to conduct shell egg inspections and are full time employees of the county. A copy of the exam certification or other ESQM certification must be retained by the county.
- Additional Training may be requested through your District Supervisor and billed using the inspection worksheets and the 100-egg samples completed during training. Mark each worksheet completed during training, with the word “TRAINING” and include the employee’s name and with whom from ESQM performed the training. This will provide clear identification for ESQM’s Contract Administrators verification and agreement tracking purposes. Send training inspection sheets with your regular quarterly billing cycle. Ensure the quarterly agreement amount is not exceeded.
- Provide monthly CRBI inspections for production and wholesale.
- Adhere to biosecurity protocols at CRBI Production facilities. ESQM does not provide car washes, personal protection respirators and/or dust masks for this agreement.
- Have available supply of Personal Protection Equipment (PPE) such as: clean, dedicated rubber boots or disposable plastic shoe covers, a mask, disposable gloves and a hair net for Production and Wholesale inspections. Disposable coveralls should only be used when entering live bird areas. These items shall be requested through your assigned ESQM District Supervisor.
 - For approved PPE reimbursements see Funding Display.
- Any eggs held off sale shall be coordinated with the district supervisor for release if in another county.

STATE EGG QUALITY ENFORCEMENT WORKPLAN

July 1, 2023 – June 30, 2024

- Provide Release inspections for lots that have failed and have generated a Notice of Non-Compliance or Hold Tag. These reinspection's may come from a failed inspection within your county or requested by ESQM. Please provide an inspection work sheet for every release you are completing. Mileage should be included. Billing instructions will be included on the Fiscal Display page. **Note: Quality Control Inspections requested by companies within your County are not allowed on this agreement.**

Types of Non-compliance releases may include:

1. Check releases – Please handle as a quality control release. Sampling is required.
 2. Label releases – Assure labeling correction has been completed. No sampling is required.
 3. Underweight releases – Please handle as a quality control release, by completing the required samples to inspect, including weight. Sampling is required.
 4. Temperature violation releases - When a facility fails for temperature during a routine inspection, the cooler itself (not the eggs) are held off and must be corrected within 24 hours of violation time. A temperature violation is cleared by an inspector returning to take temps or assure that the eggs have been moving to a cooler that meets temperature requirements. No sampling is required.
 5. Border Station Hold releases - Upon direction of the State District Supervisor. Assure egg shipment documentation is corrected, pull, sign and return hold tag to CDFA with an Egg Inspection Worksheet. No sampling is required.
- Maintain work records for each Inspector daily, showing work performed, mileage, dozens, cases, and lots under this agreement; together with copies of the quarterly CRBI reports, ESQM/County Cost Agreement form, Monthly Compiler list of inspections, the approved County Report 9 (dated 10/27/17) for Production/Wholesale, and completed inspection sheets per inspection
 - Provide copies of the CRBI worksheet to facility management after each inspection.
 - Assign a contact for agreement and billing inquiries and send to ESQM's agreement manager Olivia Call at: Olivia.call@cdfa.ca.gov
 - All allowable expenses are located on the Funding Display page of your agreement
 - **Submit completed, quarterly billing by the thirtieth calendar day after the quarter ends;** mail or email, all the completed forms to the State District Supervisor in your area; including completed copies of: quarterly CRBI reports, ESQM/County Cost Agreement form, Monthly Compiler list of inspections, the approved County Report 9 (10/27/17), and a copy of the completed inspection worksheets for each inspection
 - Ensure inspection **100-egg samples are completed each month** and within the quarter or forfeit any samples remaining. Inspection samples will start over each quarter (100-egg Sample is based on a per facility basis (CRBI), using CCR 1353.6 to formulate each company's 100-egg sample schedule).
 - Maintain all records for a period of three years after final payment is received.
 - Permit ESQM to inspect such books, records, accounts, and other materials relevant to this agreement.

STATE EGG QUALITY ENFORCEMENT WORKPLAN

July 1, 2023 – June 30, 2024

- Furnish necessary inspection equipment not otherwise covered by ESQM including additional Personal Protective Equipment, candler, scale, thermometer, transportation, office space, supplies, and administrative support services for carrying out the inspection work under this agreement.

Failure to meet the above requirements will result in a County Agricultural Commissioner's compliance meeting and a possible revision of the current agreement as provided in the FAC, Division 12, Part 4, Chapter 1, Article 5, Section 27566.

State Oversight and Expectations:

- ESQM shall provide annual training for county shell egg inspectors and provide one-on-one training to those county personnel that do not pass the online exam on the third attempt.
- ESQM shall provide certification of completion to inspectors that have completed the annual training and passed the final exam.
- ESQM shall gather the annual cases available worksheet for qualifying CRBI Producer/Wholesale facilities in preparation for calculating CRBI worksheets and agreement for the current fiscal year agreements.
- ESQM will maintain a working file of all inspection worksheets for each county, completed per quarter, including any reinspection's that were requested by ESQM Staff
- ESQM shall reimburse up to the approved amount on your Funding Display, the appropriate personal protection equipment for facility inspections, per contractual year. This equipment includes: Tyvek coveralls, hairnets, booties and/or boot covers (does not include: nitrile gloves, disinfectants, respirators/dust masks or biosecurity car washes). Prior approval from your District Supervisor must be made, prior to purchase. Please include a detailed copy of your receipt with your quarterly invoice.
- ESQM shall provide training materials, forms, manuals - as needed on an on-going basis.
- ESQM shall conduct quarterly, comparative 100-egg samples within the county to confirm compliance rates and food safety standards are being recorded correctly.
- ESQM shall review all reports provided by the county and provide feedback as to the efficiency of the county program.

County of Los Angeles
Funding and Inspection Display
STATE ENFORCEMENT
2023/2024 Fiscal Year

*PRODUCTION INSPECTION		*WHOLESALE INSPECTION	
**Funding Per 100-egg Samples	\$72.04	**Funding Per 100-egg Samples	\$72.04
Total 100-egg Samples to be Inspected for Fiscal Year 23/24	0	Total 100-egg Samples to be Inspected for Fiscal Year 23/24	1,848
Quarterly 100-egg Samples to be Inspected	0	Quarterly 100-egg Samples to be Inspected	462
¹ Quarterly Funding	\$0.00	¹ Quarterly Funding	\$33,282.48
Maximum Funding for 100-egg Samples	\$0.00	Total Inspection Funding	\$133,129.92
² Allowed mileage for FY 23/24	\$0.00	² Allowed mileage for FY 23/24	\$8,253.00
Total Funding for Production for FY 23/24	\$0.00	Total Funding for Wholesale for FY 23/24	\$141,382.92

³ Allowed administrative costs @ (\$75.00/per quarter)	\$300.00
⁴ Training costs up to (5) employees/ per year @ \$50/per emp.)	\$250.00
TOTAL FUNDING for Fiscal Year 2023/2024	\$141,932.92

¹The county may charge up to the quarterly contract limit of \$33,282.48/per quarter.

²Mileage is based on the prior fiscal year's amount, the amount for this fiscal year is 12,600. Miles were calculated at the federal approved rate for calendar year 2023 at \$0.655. The county may charge up to the approved mileage amount of \$8,253.00 and is able to change the rate when the federal rate changes for each contractual year. Mileage should start and finish at Headquarters, home, or previous inspection, whichever is the shortest distance.

³The county may charge for allowable administrative costs at (\$75.00/per quarter).

⁴Training cost up to five employees (four inspectors and one supervisor) and up to \$50.00 per employees will be reimbursable if the county employees attend workshops instructed by CDFA. The allowable training expenses will be subtracted from the county's "Total Funding" for the Fiscal Year 2023/2024. A prior approval for the training from your District Supervisor is required for reimbursements. Invoicing for reimbursements for Field Training with CDFA Supervisors, please see State Egg Quality Enforcement Workplan, under County Shall (page 3).

*Production/Wholesale Inspections will be performed regularly during the quarter to assure consistent compliance. Consideration will be given to compliance history and food safety violations in determining frequency of inspections at Production/Wholesale sites.

**Re-inspections for Labeling, Temperature and Border Station violations at CRBI Production and Wholesale facilities the County shall be reimbursed at (1) 100 egg sample rate, plus mileage, ONLY. Please provide Inspection Worksheet stating what work was done and what is being billed.

For Re-inspections for Checks or Underweights at CRBI Production and Wholesale facilities, the County shall be reimbursed per 100-egg sample rate/per lot size according to full official sampling schedule (as stated in CCR 1353.6). The county is required to keep within the contract's allowable funding and provide monthly CRBI inspections, as stated on page (1) under "Compliance and Risk Based Inspection (CRBI) Shell Eggs and page (3-4) under "The County Shall," of your County's "State Egg Quality Control Workplan," plus mileage. Please provide Inspection Worksheet stating what work was done and what is being billed. **Please Note: Quality Control Inspections requested by companies within your County are not allowed on this agreement.**

BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	8/16/2023		
BOARD MEETING DATE	9/12/2023		
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)	Agricultural Commissioner/Weights and Measures (ACWM)		
SUBJECT	Annual renewal of an agreement with the California Department of Food and Agriculture (CDFA) that reimburses the Department of Agricultural Commissioner/Weights and Measures (ACWM) up to \$108,975 for inspections conducted at retail motor fuel stations to ensure compliance with California Business and Professions Code pertaining to advertising signage, petroleum product labeling, and quality standards.		
PROGRAM	Weight and Measures Bureau		
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	Current contract with CDFA ends June 30, 2023		
COST & FUNDING	Total cost: \$ No NCC	Funding source: N/A	
	TERMS (if applicable): N/A		
	Explanation: Under this agreement, the CDFA will reimburse the County up to \$108,975 for work performed by ACWM for the period of July 1, 2023, through June 30, 2024. The revenue included in this agreement is budgeted in ACWM's Fiscal Year 2022-2024 budget. There are no net County costs associated with this agreement.		
PURPOSE OF REQUEST	We are requesting that the Board of Supervisors: 1. Approve and instruct the Agricultural Commissioner/Director of Weights and Measures (Commissioner/Director) to sign the accompanying agreement (23-0150-000-SA) with the CDFA, which reimburses the County up to \$108,975 for the period of July 1,		

	<p>2023, through June 30, 2024, for inspections conducted at retail gas stations.</p> <p>2. Delegate authority to the Commissioner/Director, or his designee, to prepare, sign and execute future amendments to the Agreement, including amending the Agreement amount and Scope of Work, provided that: 1) Approval of County Counsel as to form is obtained prior to any such amendments; and 2) the Commissioner/Director notifies your Board in writing within 30 days after execution of each amendment.</p>
BACKGROUND (include internal/external issues that may exist including any related motions)	<p>Approval of the first recommendation will allow the Commissioner/Director to execute an agreement that will allow the ACWM to continue the long-standing contractual and mutually-beneficial relationship with CDFA. Approval of the second recommendation will allow the Commissioner/Director to execute amendments to the agreement's Scope of Work to fit CDFA's needs and ACWM's resources.</p> <p>For the past 30 years, CDFA has contracted with ACWM to enforce California Business and Professions Code, Division 5, Chapters 14, 14.5, and 15, pertaining to retail motor fuel station advertising signage, petroleum product labeling, and quality standards. CDFA wishes to continue reimbursing the Department for these enforcement activities.</p> <p>It is within the scope of the mission of the ACWM to ensure that the residents of the County are protected from deceptive advertising practices that could take place at retail gasoline stations. The ACWM is also directed by law to protect consumers from being sold petroleum products that fail to meet established quality standards. ACWM inspectors issued over 200 notices of violation to retail motor fuel stations during fiscal year 2022/2023 for violations of Chapters 14, 14.5, and 15 of the Business and Professions Code.</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 type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please state which one(s) and explain how:
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: KURT E. FLOREN Agricultural Commissioner/ Director of Weights and Measures (626) 575-5451 KFloren@acwm.lacounty.gov

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

Dear Supervisors:

**APPROVAL OF PETROLEUM PRODUCTS AGREEMENT WITH
THE CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE
FOR INSPECTING RETAIL MOTOR FUEL STATIONS
(ALL DISTRICTS – 3 VOTES)**

SUBJECT

Annual renewal of an agreement with the California Department of Food and Agriculture (CDFA) that reimburses the Department of Agricultural Commissioner/Weights and Measures (ACWM) up to \$108,975 for inspections conducted at retail motor fuel stations to ensure compliance with California Business and Professions Code pertaining to advertising signage, petroleum product labeling, and quality standards.

IT IS RECOMMENDED THAT THE BOARD:

1. Approve and instruct the Agricultural Commissioner/Director of Weights and Measures (Commissioner/Director) to sign the accompanying agreement (23-0150-000-SA) with the CDFA, which reimburses the County up to \$108,975 for the period of July 1, 2023, through June 30, 2024, for inspections conducted at retail gas stations.
2. Delegate authority to the Commissioner/Director, or his designee, to prepare, sign and execute future amendments to the Agreement, including amending the Agreement amount and Scope of Work, provided that: 1) Approval of County Counsel as to form is obtained prior to any such amendments; and 2) the Commissioner/Director notifies your Board in writing within 30 days after execution of each amendment.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION:

Approval of the first recommendation will allow the Commissioner/Director to execute an agreement that will allow the ACWM to continue the long-standing contractual and mutually-beneficial relationship with CDFA. Approval of the second recommendation will allow the Commissioner/Director to execute amendments to the agreement's Scope of Work to fit CDFA's needs and ACWM's resources.

For the past 30 years, CDFA has contracted with ACWM to enforce California Business and Professions Code, Division 5, Chapters 14, 14.5, and 15, pertaining to retail motor fuel station advertising signage, petroleum product labeling, and quality standards. CDFA wishes to continue reimbursing the Department for these enforcement activities.

It is within the scope of the mission of the ACWM to ensure that the residents of the County are protected from deceptive advertising practices that could take place at retail gasoline stations. The ACWM is also directed by law to protect consumers from being sold petroleum products that fail to meet established quality standards. ACWM inspectors issued over 200 notices of violation to retail motor fuel stations during fiscal year 2022/2023 for violations of Chapters 14, 14.5, and 15 of the Business and Professions Code.

Implementation of Strategic Plan Goals

This action supports the County's Strategic Plan Goals through the following strategies:

- Goal III – Realizing Tomorrow's Government Today - Strategy III.3.1 Maximize Revenue – Maximizing revenue by leveraging resources to achieve mutual objectives, protect consumers, increase consumer confidence, promote a fair and equitable marketplace, and greater collaboration among State and County partners. County residents benefit when the more than 1900 retail motor fuel stations maintain accurate, easily-visible advertising displays at the street and at the dispensers. They further benefit when various products, including lubricants, antifreeze, and gasoline, are properly identified as to their uses and suitabilities.
- Goal III – Realizing Tomorrow's Government Today - Strategy III.3.2 Manage and Maximize County Assets – Maximize use of County assets, guide strategic investments, and support economic development, in ways that are fiscally responsible and align with the County's highest priority needs.

FISCAL IMPACT/FINANCING

Under this agreement, the CDFA will reimburse the County up to \$108,975 for work performed by ACWM for the period of July 1, 2023, through June 30, 2024. The revenue included in this agreement is budgeted in ACWM's Fiscal Year 2023-2024 budget. There are no net County costs associated with this agreement.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The terms of the Petroleum Products Agreement shall be for the period commencing July 1, 2023, through June 30, 2024.

The agreement has been approved as to form by County Counsel.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommended agreement will allow ACWM to continue to provide inspections at retail motor fuel stations to ensure compliance with the California Business and Professions Code.

Respectfully submitted,

KURT E. FLOREN
Agricultural Commissioner/
Director of Weights and Measures

KEF:WD:im

Enclosures

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

**COOPERATIVE AGREEMENT
SIGNATURE PAGE**

AGREEMENT NUMBER

23-0150-000-SA

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

STATE AGENCY'S NAME

CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE (CDFA)

RECIPIENT'S NAME

COUNTY OF LOS ANGELES

2. The Agreement Term is: July 1, 2023 through June 30, 2024

3. The maximum amount of this Agreement is: \$108,975.00

4. The parties agree to comply with the terms and conditions of the following exhibits and attachments which are by this reference made a part of the Agreement:

Exhibit A: Recipient and Project Information 2 Page(s)

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

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

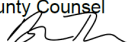
Attachments: Scope of Work and Budget

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

RECIPIENT

RECIPIENT'S NAME (*Organization's Name*)

COUNTY OF LOS ANGELES

APPROVED AS TO FORM
Dawyn R. Harrison
County Counsel

Brian T. Chu
Principal Deputy Co.Co.

BY (*Authorized Signature*)

DATE SIGNED



PRINTED NAME AND TITLE OF PERSON SIGNING

Kurt E. Floren, Agricultural Commissioner/Weights and Measures

ADDRESS

12300 Lower Azusa Road, Arcadia, CA 91006

STATE OF CALIFORNIA

AGENCY NAME

CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE (CDFA)

BY (*Authorized Signature*)

DATE SIGNED



PRINTED NAME AND TITLE OF PERSON SIGNING

ANNABELE CUTAJAR, STAFF SERVICES MANAGER I, OFFICE OF GRANTS ADMINISTRATION

ADDRESS

1220 N STREET, ROOM 120

SACRAMENTO, CA 95814

CJ

EXHIBIT A

RECIPIENT AND PROJECT INFORMATION

1. CDFA hereby awards an Agreement to the Recipient for the project described herein:
Inspection of service stations, quick lube and oil change shops, and auto service shops for compliance with the Business and Professions Code (BPC) Division 5.

Project Title: Fuels, Lubricants and Automotive Products Program

2. The Managers for this Agreement are:

FOR CDFA:	FOR RECIPIENT:
Name: Rebecca Bland	Name: Kurt Floren
Division/Branch: Measurement Standards / Fuels, Lubricants, & Automotive Products Program	Organization: COUNTY OF LOS ANGELES
Address: 6790 Florin Perkins Road, Suite 100	Address: 12300 Lower Azusa Road
City/State/Zip: Sacramento, CA 95828	City/State/Zip: Arcadia, CA 91006
Phone: 916-229-3000	Phone: 626-575-5451
Email Address: rebecca.bland@cdfa.ca.gov	Email Address: kfloren@acwm.lacounty.gov

3. The Grant Administrative Contacts for this Agreement are:

FOR CDFA:	FOR RECIPIENT:
Name: Jessica Franklin	Name: Warren Dias
Division/Branch: Measurement Standards / Fuels, Lubricants, & Automotive Products Program	Organization: Los Angeles County Department of Agricultural Commissioner/ Weights and Measures
Address: 6790 Florin Perkins Road, Suite 100	Address: 11012 Garfield Avenue
City/State/Zip: Sacramento, CA 95828	City/State/Zip: South Gate, CA 90280
Phone: 916-229-3300	Phone: 562-622-0403
Email Address: jessica.franklin@cdfa.ca.gov	Email Address: WDias@acwm.lacounty.gov

FISCAL CONTACT FOR RECIPIENT (if different from above):

Name:

Organization:

Address:

City/State/Zip:

Phone:

Email Address:

4. RECIPIENT: Please check appropriate box below:

Research and Development (R&D) means all research activities, both basic and applied, and all development activities that are performed by non-Federal entities. The term research also includes activities involving the training of individuals in research techniques where such activities utilize the same facilities as other R&D activities and where such activities are not included in the instruction function.

This award ☐ does ☒ does not support R&D.

5. For a detailed description of activities to be performed and duties, see Scope of Work and Budget.

EXHIBIT B

GENERAL TERMS AND CONDITIONS

1. Approval

This Agreement is of no force or effect until signed by both parties. The Recipient may not invoice for activities performed prior to the commencement date or completed after the termination date of this Agreement.

2. Agreement Execution

Unless otherwise prohibited by state law, regulation, or Department or Recipient policy, the parties agree that an electronic copy of a signed Agreement, or an electronically signed Agreement, has the same force and legal effect as an Agreement executed with an original ink signature. The term "electronic copy of a signed Agreement" refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of an original signed Agreement in a portable document format. The term "electronically signed Agreement" means an Agreement that is executed by applying an electronic signature using technology approved by all parties.

3. Assignment

This Agreement is not assignable by the Recipient, either in whole or in part, without the prior consent of the CDFA Agreement Manager or designee in the form of a formal written amendment.

4. Governing Law

This Agreement is governed by and will be interpreted in accordance with all applicable State and Federal laws.

5. State and Federal Law

It is the responsibility of the Recipient to know and understand which State, Federal, and local laws, regulations, and ordinances are applicable to this Agreement and the Project, as described in Exhibit A. The Recipient shall be responsible for observing and complying with all applicable State and Federal laws and regulations. Failure to comply may constitute a material breach.

6. Recipient Commitments

The Recipient accepts and agrees to comply with all terms, provisions, conditions and commitments of the Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and statements made by the Recipient in the application, documents, amendments, and communications in support of its request for funding.

7. Performance and Assurances

The Recipient agrees to faithfully and expeditiously perform or cause to be performed all Project work as described in the Scope of Work, and to apply grant funds awarded in this Agreement only to allowable Project costs.

8. Mutual Liability

Parties shall, to the extent allowed by law, each be individually liable for any and all claims, losses, causes of action, judgments, damages, and expenses to the extent directly caused by their officers, agents, or employees.

9. Unenforceable Provision

In the event that any provision of this Agreement is unenforceable or held to be unenforceable, the parties agree that all other provisions of this Agreement shall remain operative and binding.

10. Contractors/Consultants

The Recipient assumes full responsibility for its obligation to pay its Contractors/Consultants. The Recipient is responsible to ensure that any/all contractors/consultants it engages to carry out activities under this Agreement shall have the proper licenses/certificates required in their respective disciplines. The Recipient's use of contractors/consultants shall not affect the Recipient's responsibilities under this Agreement.

11. Non-Discrimination Clause

The Recipient agrees that during the performance of this Agreement, it will not discriminate, harass, or allow harassment or discrimination against any employee or applicant for employment based on race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. The Recipient agrees to require the same of all contractors and consultants retained to carry out the activities under this Agreement.

The Recipient agrees that during the performance of this Agreement, the evaluation and treatment of its employees and applicants for employment are free from discrimination and harassment. The Recipient will comply with the provisions of the Fair Employment and Housing Act (Government Code section 12990 *et seq.*) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, section 7285 *et seq.*). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. The Recipient will give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining unit or other Agreement. The Recipient must include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

The Recipient agrees to require the same of all contractors and consultants retained to carry out activities under this Agreement.

12. Excise Tax

The State of California is exempt from federal excise taxes and no payment will be made for any taxes levied on employees' wages. The CDFA will pay for any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this Agreement. California may pay any applicable sales and use tax imposed by another State.

13. Disputes

The Recipient must continue with the responsibilities under this Agreement during any dispute. In the event of a dispute, the Recipient must file a "Notice of Dispute" with the CDFA Agreement Manager, identified in Exhibit A, or designee within ten (10) calendar days of discovery of the problem. The Notice of Dispute must contain the Agreement number. Within ten (10) calendar days of receipt of the Notice of Dispute, the CDFA Agreement Manager or designee must meet with the Recipient for the purpose of resolving the dispute. In the event of a dispute, the language contained within this Agreement prevails.

14. Termination for Convenience

This Agreement may be terminated by either party upon written notice. Notice of termination must be delivered to the other party at least thirty (30) calendar days prior to the intended date of termination. Notice of termination does not nullify obligations already incurred prior to the date of termination. In the event of Termination for Convenience of this Agreement by CDFA, CDFA must pay all responsible costs and non-cancellable obligations incurred by the Recipient as of the date of termination.

15. Termination for Cause

Either party may terminate this Agreement for cause in the event of a material breach of this Agreement, provided that the non-breaching party provides written notice of the material breach and ten (10) calendar days to cure the breach. If the breach is not cured to the satisfaction of the non-breaching party within ten (10) calendar days of receipt of notice, this Agreement shall automatically terminate and the CDFA shall reimburse the Recipient for all documented costs incurred up to the date of the notice of termination, including all non-cancellable obligations.

16. Acceptable Failure to Perform

The Recipient shall not be liable for any failure to perform as required by this Agreement, to the extent such failure to perform is caused by any of the following: labor disturbances or disputes of any kind, accidents, or the inability to obtain any required government approval to proceed, civil disorders, acts of aggression, acts of God, energy or other conservation measures, failure of utilities, mechanical breakdowns, materials shortages, disease, pandemics, or similar occurrences.

17. Breach

Reimbursement under this Agreement may be suspended, terminated, or both, and the Recipient may be subject to debarment if CDFA determines that the Recipient has breached the terms of this Agreement. A determination of breach may be appealed in writing to the CDFA. The appeal must be post marked within ten (10) calendar days of the date the Recipient received notification and addressed to the CDFA Legal Office of Hearing and Appeals or emailed to CDFA.LegalOffice@cdfa.ca.gov.

California Department of Food and Agriculture
Legal Office of Hearing and Appeals
1220 N Street
Sacramento, CA 95814

18. Non-Material Breach

The Recipient may be in material breach under this Agreement if it fails to comply with any term of this Agreement. In the event of a material breach, CDFA shall provide in writing a Notice of Breach to the Recipient within ten (10) calendar days upon discovery of breach. The Recipient shall have ten (10) calendar days from receipt of the notice to cure the breach. If the Recipient fails to cure the breach within the time prescribed by this Agreement, CDFA may do any of the following:

- A. Suspend payments;
- B. Demand repayment of all funding;
- C. Terminate the Agreement; or
- D. Take any other action deemed necessary to recover costs.

If CDFA determines that the Recipient is not in material breach but that the Project is not being implemented in accordance with the provisions of this Agreement, or that the Recipient has failed in any other respect to comply with the provisions of this Agreement, and the Recipient has failed to remedy any such failure in a reasonable and timely manner, CDFA may withhold all or any portion of the grant funding and take any other action that CDFA deems necessary to protect its interests.

Where a portion of the grant funding has been disbursed to the Recipient and CDFA notifies the Recipient of its decision not to release funds that have been withheld pursuant to paragraph 17, the portion that has been disbursed shall thereafter be repaid immediately. CDFA may consider the Recipient's refusal to repay the requested disbursed amount a material breach.

If CDFA notifies the Recipient of its decision to withhold the entire funding amount from the Recipient pursuant to this paragraph, this Agreement shall terminate upon receipt of such notice by the Recipient and CDFA shall no longer be required to provide funds under this Agreement and the Agreement shall no longer be binding on either party.

In the event CDFA finds it necessary to enforce this provision of this Agreement in the manner provided by law, the Recipient agrees to pay all enforcement costs incurred by CDFA including, if CDFA should prevail in a civil action, reasonable attorneys' fees, legal expenses, and costs related to the action.

19. Publicity and Acknowledgement

The Recipient agrees that it will acknowledge CDFA's support whenever projects funded, in whole or in part, by this Agreement are publicized in any news media, brochures, publications, audiovisuals, presentations or other types of promotional material and in accordance with the Grant Procedures Manual if incorporated by reference and attachment to the Agreement. The Recipients may not use the CDFA logo.

20. News Releases/Public Conferences

The Recipient agrees to notify the CDFA in writing at least two (2) business days before any news releases or public conferences are initiated by the Recipient or its Contractors/Consultants regarding the project described in the Attachments, Scope of Work and Budget and any project results.

21. Scope of Work and Budget Changes

Changes to the Scope of Work, Budget, or the Project term, must be requested in writing to CDFA Grant Administrative Contact no less than thirty (30) days prior to the requested implementation date. Any changes to the Scope of Work and Budget are subject to CDFA approval and, at its discretion, CDFA may choose to accept or deny any changes. If accepted and after negotiations are concluded, the agreed upon changes will be made and become part of this Agreement. CDFA will respond in writing within ten (10) business days as to whether the proposed changes are accepted.

22. Reporting Requirements

The Recipient agrees to comply with all reporting requirements specified in Scope of Work and/or Grant Procedures Manual if incorporated by reference to this Agreement as an attachment.

23. California State Auditor

This Agreement is subject to examination and audit by the California State Auditor for a period of three (3) years after final payment under the Agreement.

24. Equipment

Purchase of equipment not included in the approved Budget requires prior approval. The Recipient must comply with applicable state requirements regarding the use, maintenance, disposition, and reporting of equipment as contained in CCR, Title 3, Division 1, Chapter 5, sections 303, 311, 324.1 and 324.2.

25. Closeout

The Agreement will be closed out after the completion of the Project or project term, receipt and approval of the final invoice and final report, and resolution of any performance or compliance issues.

26. Confidential and Public Records

The Recipient and CDFA understand that each party may come into possession of information and/or data which may be deemed confidential or proprietary by the person or organization furnishing the information or data. Such information or data may be subject to disclosure under the California Public Records Act or the Public Contract Code. CDFA has the sole authority to determine whether the information is releasable. Each party agrees to maintain such information as confidential and notify the other party of any requests for release of the information.

27. Amendments

Changes to funding amount or Agreement term require an amendment and must be requested in writing to the CDFA Agreement Manager or designee no later than sixty (60) calendar days prior to the requested implementation date. Amendments are subject to CDFA approval, and, at its discretion, may choose to accept or deny these changes. No amendments are possible if the Agreement is expired.

28. Executive Order N-6-22 Russia Sanctions

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

EXHIBIT C

PAYMENT AND BUDGET PROVISIONS

1. Invoicing and Payment

- A. For activities satisfactorily rendered and performed according to the attached Scope of Work and Budget, and upon receipt and approval of the invoices, CDFA agrees to reimburse the Recipient for actual allowable expenditures incurred in accordance with the rates specified herein, which is attached hereto and made a part of this Agreement.
- B. Invoices must include the Agreement Number, performance period, type of activities performed in accordance with this Agreement, and when applicable, a breakdown of the costs of parts and materials, labor charges, and any other relevant information required to ensure proper invoices are submitted for payment.
- C. Unless stated in the Scope of Work, quarterly invoices must be submitted to the CDFA Administrative Contact, within thirty (30) calendar days after the end of each quarter in which activities under this Agreement were performed.
- D. Unless stated in the Scope of Work, a final invoice will be submitted for payment no more than thirty (30) calendar days following the expiration date of this Agreement, or after project is complete, whichever comes first. The final invoice must be clearly marked "Final Invoice" thus indicating that all payment obligations of the CDFA under this Agreement have ceased and that no further payments are due or outstanding.

2. Allowable Expenses and Fiscal Documentation

- A. The Recipient must maintain adequate documentation for expenditures of this Agreement to permit the determination of the allowability of expenditures reimbursed by CDFA under this Agreement. If CDFA cannot determine if expenditures are allowable under the terms of this Agreement because records are nonexistent or inadequate according to Generally Accepted Accounting Principles, CDFA may disallow the expenditures.
- B. If mileage is a reimbursable expense, using a privately-owned vehicle will be at the standard mileage rate established by the United States (U.S.) Internal Revenue Service (IRS) and in effect at the time of travel. The standard mileage rate in effect at the time of travel can be found on [IRS's website](#) regardless of funding source/type.
- C. If domestic travel is a reimbursable expense, receipts must be maintained to support the claimed expenditures. The maximum rates allowable are those established by the Federal Travel Regulation, issued by [General Services Administration \(GSA\)](#), including the maximum per diem and subsistence rates prescribed in those regulations.
- D. If foreign travel is a reimbursable expense, receipts must be maintained to support the claimed expenditures. The maximum rates allowable are those established in a per diem supplement to Section 925, Department of State Standardized Regulations.
- E. The Recipient will maintain and have available, upon request by CDFA, all financial records and documentation pertaining to this Agreement. These records and documentation will be kept for three (3) years after completion of the Agreement period or until final resolution of any performance/compliance review concerns or litigation claims.

3. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, California Government Code Title 1, Division 3.6, Part 3, Chapter 4.5, commencing with Section 927 - The California Prompt Payment Act.

4. Budget Contingency Clause

If funding for any fiscal year is reduced or deleted for purposes of this program, the CDFA has the option to either cancel this Agreement with no liability occurring to the CDFA or offer to amend the Agreement to reflect the reduced amount.

SCOPE OF WORK

In the best interest of the state, under the authority of the Secretary of the California Department of Food and Agriculture (CDFA), and in accordance with the California Business and Professions Code (BPC), Section 13434, the Division of Measurement Standards (Division) and the county (County) agree to the conditions and requirements within this Scope of Work.

The Division will pay the County \$75.00 for each completed initial inspection of a business establishment selling or distributing petroleum and/or automotive products, provided the inspection is completed to determine compliance with BPC Chapters 14, 14.5 and 15. The total allocation to the County for these inspections shall not exceed this Agreement. For purposes of this Agreement, an initial inspection is the first physical inspection in the fiscal year of a business establishment where the **primary** business is selling fuels, lubricants, and automotive products; e.g., retail service stations, distributors of engine fuels, oils, and quick-lube shops. Inspections at equipment rentals, marinas, and/or aviation fuel locations will not be accepted. No compensation will be paid for duplicated site inspections at the same location anytime during the same fiscal year.

Inspection Requirements:

The County shall complete an initial inspection to verify compliance with the appropriate provisions of the BPC and the California Code of Regulations relating to the advertising and labeling of fuels, lubricants and automotive products, and for compliance with the provisions of BPC Section 13660. Findings shall be recorded on the Petroleum Inspection Report supplied by, or approved by, the Division.

Within five (5) working days of conducting an inspection, the County shall submit a completed legible copy of the pink Petroleum Inspection Report form to the Sacramento office. Electronic submission may be provided to the Fuels, Lubricants, and Automotive Products Program's e-mail address at cdfa.dms_petroleum@cdfa.ca.gov.

The assigned number of inspections at brake shops, quick-lube shops, and other retail establishments selling bulk lubricant products or automotive products shall not exceed 10% of the total annual initial inspections authorized. The Division reserves the right to, at its discretion, assign and direct the County to collect designated samples of bulk lubricants or automotive products for the purpose of conducting marketplace surveys and initial inspections at specific stations. The business establishments visited for the purpose of obtaining these designated samples shall be counted as inspections authorized under this Agreement and will be billable up to \$75.00 per location. Prior to being assigned sampling duties, the Division will provide training in the proper sampling and chain of evidence completion procedures. Unless otherwise directed, all samples are to be submitted to the Division's laboratory in Sacramento.

Sample containers will be provided by the Division. Payment for product samples and transportation of the sample to the Division's laboratory shall be the sole responsibility of

the County. The County will use the inspection and sampling procedures outlined in the Division of Measurement Standards' "Petroleum Products Program Manual." Off-sale of samples not meeting product specifications shall be the responsibility of the County, or the Division if requested to do so by the County and will be processed in accordance with the guidelines established in the Division's "Citation Manual." Current versions of the "Petroleum Products Program Manual" and the "Citation Manual" are available on the DMS County Portal.

Nothing in this Agreement prevents or precludes Division staff from performing routine business establishment inspections within the County. The County will be notified when Division staff is performing these inspections within the County. The Division also reserves the right to re-inspect business establishments that were previously inspected and billed for by the County. These re-inspections are for the purpose of evaluating the work of the County. Enforcement action, if needed, will be taken by Division staff following the "Citation Manual" guidelines.

Per BPC Section 12015, the County agrees that appropriate enforcement action shall be taken upon discovery of violation(s) at the business establishment being inspected. The enforcement actions will be handled in accordance with the guidelines established in the Division's "Citation Manual." If the appropriate enforcement action is more than the issuance of a Notice of Violation (NOV), and if the County is unable or fails to take that action against the violator, the Division shall take the specified enforcement action and payment for the inspection will be withheld.

The original inspection report shall be maintained at the County Office of Weights and Measures for four (4) years and be made available to the CDFA upon request.

All requests for payment under this Agreement shall be made using the Fuels, Lubricants, and Automotive Products Agreement Invoice with the County's official letterhead. The invoice shall be submitted quarterly and include a summary sheet with the following information: the total number of initial inspections conducted; the name and address of the business establishment inspected; the number of designated samples taken; the name and address where the samples were taken; and the amount of money requested. Funds will be disbursed to the County on approval of the invoice submitted quarterly.

How to submit quarterly invoice:

Electronic submission: cdfa.dms_petroleum@cdfa.ca.gov

or

Mail to: Division of Measurement Standards
6790 Florin Perkins Road, Suite 100
Sacramento, CA 95828

County Letterhead Here

Fuels, Lubricants, and Automotive Products Program Agreement

INVOICE

To:

California Department of Food & Agriculture
Division of Measurement Standards
6790 Florin Perkins Road, Suite 100
Sacramento, CA 95828
Attn: Jessica Franklin, Agreement Manager

Agreement # _____

Fiscal Year

FY 2023/24

Quarter _____

Program Code

9999000551

In accordance with the California Business and Professions Code Section 13434, funds have been allocated for CDFA to pay the County of _____ in the sum of \$ _____ for fiscal year 2023/24.

The County has complied with the conditions as required.

Approved: _____
County Representative

Date: _____

Approved: _____
Division of Measurement Standards

Date: _____

Include a summary list stating the total number of initial inspections conducted, number of designated samples taken, and amount of money requested.

Electronic submission may be provided to the Fuels, Lubricants, and Automotive Products Program's e-mail address at cdfa.dms_petroleum@cdfa.ca.gov.

Fuels, Lubricants and Automotive Products Program
FY 2023/24

BUDGET

County: Los Angeles

Fuels, Lubricants and Automotive Products Program Enforcement: Program Code - 9999000551

1453 Site Inspections at \$75.00 per Inspection:	\$ 108,975.00
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Total Agreement Amount:	<u>\$ 108,975.00</u>
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BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	8/16/2023	
BOARD MEETING DATE	9/12/2023	
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)	Agricultural Commissioner/Weights and Measures (ACWM)	
SUBJECT	Request approval to execute Master Agreements with qualified vendors to provide as-needed vegetation management services for the Department of Agricultural Commissioner/Weights and Measures (ACWM).	
PROGRAM	Weed Abatement (Weed Hazard/Pest Management Bureau)	
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: No NCC	Funding source:
	TERMS (if applicable):	
	Explanation: There is no net County cost associated with this action. Any expenses incurred as a result of vendor payment pursuant to a Master Agreement will be recoverable through property tax liens, direct charges or grants. Payments to vendors will not exceed ACWM or the District's Board-approved spending authority. Sufficient funding for the first year of the initial term will be included in the Department's 2023-2024 adopted budget. Funding for the remaining years of the initial term and optional terms will be requested throughout the annual budget development process.	
PURPOSE OF REQUEST	We are requesting that the Board of Supervisors: 1. Approve and authorize the Agricultural Commissioner/Director of Weights and Measures (Commissioner/Director), or his designee, to award and execute 15 Master Agreements, substantially similar to Attachment I, for the provision of as-needed vegetation management services with each of the firms listed in Attachment II, effective upon	

	<p>execution, for an initial term of three years with two one-year extensions, at an annual aggregate cost not to exceed \$2 million per year.</p> <p>2. Authorize the Commissioner/Director, or his designee, to execute agreements with new vendors as the vendors become qualified throughout the term of the Master Agreement through the As-Needed Vegetation Management Services Request for Statement of Qualifications (RFSQ).</p> <p>3. Authorize the Commissioner/Director, or his designee, to execute amendments to all agreements to: (i) exercise the renewal option extensions; (ii) execute individual work orders; (iii) add, delete, and/or change certain terms and conditions as required under Federal or State law or regulation, County policy, the Board of Supervisors (Board), and/or the CEO; (iv) incorporate necessary changes within the scope of work; and (v) suspend or terminate Agreements for the administrative convenience of the County when vendors cease to be in administrative compliance (e.g., non-performance related issues, etc.).</p>
BACKGROUND (include internal/external issues that may exist including any related motions)	<p>One of ACWM's missions is to provide essential fire prevention by abatement of hazardous vegetation throughout much of the County using County crews and vendors. The purpose of this recommendation is to enhance ACWM's ability to effectively respond to routine as well as special and urgent situations presented by dry weeds, brush, neglected landscaping and dying trees, some of which may be in very close proximity to homes.</p> <p>The use of the Master Agreement process significantly increases ACWM's ability to acquire services from a Local Small Business Enterprise (LSBE), Disabled Veteran Business Enterprise (DVBE) or Social Enterprise (SE) as they are identified throughout the term of the Master Agreement.</p>
EQUITY INDEX OR LENS WAS UTILIZED	<p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If Yes, please explain how:</p>
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If Yes, please state which one(s) and explain how:</p>
DEPARTMENTAL CONTACTS	<p>Name, Title, Phone # & Email:</p> <p>KURT E. FLOREN Agricultural Commissioner/ Director of Weights and Measures (626) 575-5451 KFloren@acwm.lacounty.gov</p>



Kurt E. Floren
Agricultural Commissioner
Director of Weights and Measures

COUNTY OF LOS ANGELES

Department of Agricultural Commissioner/ Weights and Measures

12300 Lower Azusa Road
Arcadia, CA 91006-5872
<https://acwm.lacounty.gov>



Maximiliano E. Regis
Chief Deputy

September 12, 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:

REQUEST APPROVAL AND AWARD OF MASTER AGREEMENTS WITH QUALIFIED VENDORS TO PROVIDE AS-NEEDED VEGETATION MANAGEMENT SERVICES (ALL-DISTRICTS) (3 VOTES)

SUBJECT

Request approval to execute Master Agreements with qualified vendors to provide as-needed vegetation management services for the Department of Agricultural Commissioner/Weights and Measures (ACWM).

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and authorize the Agricultural Commissioner/Director of Weights and Measures (Commissioner/Director), or his designee, to award and execute 15 Master Agreements, substantially similar to Attachment I, for the provision of as-needed vegetation management services with each of the firms listed in Attachment II, effective upon execution, for an initial term of three years with two one-year extensions, at an annual aggregate cost not to exceed \$2 million per year.
2. Authorize the Commissioner/Director, or his designee, to execute agreements with new vendors as the vendors become qualified throughout the term of the Master Agreement through the As-Needed Vegetation Management Services Request for Statement of Qualifications (RFSQ).
3. Authorize the Commissioner/Director, or his designee, to execute amendments to all agreements to: (i) exercise the renewal option extensions; (ii) execute individual work orders; (iii) add, delete, and/or change certain terms and conditions as required under Federal or State law or regulation, County policy, the Board of Supervisors (Board), and/or the CEO; (iv) incorporate necessary changes within the scope of

work; and (v) suspend or terminate Agreements for the administrative convenience of the County when vendors cease to be in administrative compliance (e.g., non-performance related issues, etc.).

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

One of ACWM's missions is to provide essential fire prevention by abatement of hazardous vegetation throughout much of the County using County crews and vendors. The purpose of this recommendation is to enhance ACWM's ability to effectively respond to routine as well as special and urgent situations presented by dry weeds, brush, neglected landscaping and dying trees, some of which may be in very close proximity to homes.

The use of the Master Agreement process significantly increases ACWM's ability to acquire services from a Local Small Business Enterprise (LSBE), Disabled Veteran Business Enterprise (DVBE) or Social Enterprise (SE) as they are identified throughout the term of the Master Agreement.

Implementation of Strategic Plan Goals

This action supports the County's Strategic Plan Goals through the following strategies:

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

FISCAL IMPACT/FINANCING

There is no net County cost associated with this action. Any expenses incurred as a result of vendor payment pursuant to a Master Agreement will be recoverable through property tax liens, direct charges or grants. Payments to vendors will not exceed ACWM or the District's Board-approved spending authority.

Sufficient funding for the first year of the initial term will be included in the Department's 2023-2024 adopted budget. Funding for the remaining years of the initial term and optional terms will be requested throughout the annual budget development process.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The term of the recommended Master Agreements is three years with two, one-year extension options. The Master Agreements will commence upon execution by the Commissioner/Director, or his designee.

The Master Agreement process is an excellent way for the County to recruit LSBEs, DVBEs and SEs because vendors can obtain a Master Agreement throughout the term

as they are identified or become qualified. Award of a Master Agreement does not guarantee a vendor any minimum amount of work.

The County would incur an obligation only as work is assigned either through the Work Order process or through a set of rates supplied by vendors on an annual basis. Both methods ensure that work is consistently awarded to the lowest cost, qualified vendor, which will include any established allowance for applicable County preference programs.

The services to be provided under these Master Agreements are of a seasonal, intermittent nature and, therefore, are not Proposition A contracts pursuant to County Code 2.121.250. The Living Wage Program (County Code Chapter 2.201) requirements do not apply to the recommended agreements. The agreements contain all mandatory County contracting provisions and are in compliance with all Board and CEO requirements.

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

CONTRACTING PROCESS

ACWM will commence solicitation for the Master Agreement through a Request for Statement of Qualifications (RFSQ) process that was similarly employed in a prior solicitation in 2018. Potential vendors were offered a range of 7 work categories, each with different minimum requirements based on their experience, licensing and equipment. The RFSQ and associated documents were posted on the Internal Services Department's "Doing Business with Us" website. Attachment II lists 15 vendors who meet minimum requirements for the selected categories and are being recommended for award. ACWM will continue to accept Statements of Qualifications from qualified vendors and encourage participation from LSBEs, DVBES and SEs throughout the duration of the Master Agreement term.

IMPACT ON CURRENT SERVICES

The recommended Board action will augment ACWM and the District's ability to effectively and timely respond to an increasingly unpredictable fire season and other vegetation management challenges.

Respectfully submitted,

KURT E. FLOREN
Agricultural Commissioner/
Director of Weights and Measures

KEF:AZ:mm

Enclosures

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

SAMPLE MASTER AGREEMENT



MASTER AGREEMENT

BY AND BETWEEN

COUNTY OF LOS ANGELES

_____ **DEPARTMENT**

AND

(CONTRACTOR)

FOR

_____ **SERVICES**

This Sample Master Agreement was developed using the Work Order process for performing work. If work is to be performed using a method other than Work Orders, it will need to be modified.

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Appendix A
Sample Master Agreement

MASTER AGREEMENT BETWEEN
COUNTY OF LOS ANGELES,
_____**DEPARTMENT**
AND

FOR
_____**SERVICES**

This Master Agreement and Exhibits made and entered into this ____ day of _____, 20__ by and between the County of Los Angeles, _____ Department hereinafter referred to as County and _____, hereinafter referred to as Contractor, to provide _____ Services.

RECITALS

WHEREAS, the County may contract with private businesses for _____ Services when certain requirements are met; and

WHEREAS, the Contractor is a private firm specializing in providing _____ 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 _____ Department or designee to execute and administer this Master Agreement; and

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

1.0 APPLICABLE DOCUMENTS

Exhibits A, B, C, D, E, F, G, H, I, and J are attached to and form a part of this Master Agreement. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Master Agreement and the Exhibits, or between Exhibits, such conflict or inconsistency will be resolved by giving precedence first to the Master Agreement and then to the Exhibits according to the following priority:

Standard Exhibits:

- Exhibit A County's Administration
- Exhibit B Contractor's Administration
- Exhibit C Safely Surrendered Baby Law
- Exhibit D Sample Work Order Formats

Unique Exhibits:

Intellectual Property Developed/Designed by Contractor Forms

- Exhibit F Forms Required at Completion of Each Work Order Involving Intellectual Property that is Developed/Designed by Contractor

Work Orders Executed Under this Master Agreement

- Exhibit H Subsequent Executed Work Orders

Exhibit I - Charitable Contributions Certification is required for all Social Services Departments. Additionally, if the services being solicited historically receive responses from Nonprofit Agencies, this certification should also be included.

SB 1262 – Nonprofit Integrity Act of 2004

- EXHIBIT I Charitable Contributions Certification - SB 1262 – Nonprofit Integrity Act of 2004

Exhibit J - Departments are to use this Exhibit for information technology master agreement, master agreement in which the Contractor collects, processes and/or stores information, in any form, on behalf of the County, and whenever county information is being shared electronically. Departments should work with their County Counsel attorneys to ensure there is no conflict between the Base Agreement and this Exhibit.

Information Security and Privacy Requirements Exhibit

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

Definitions should be customized for each Master Agreement

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 Active Contractor:** Identifies a Qualified Contractor who is in compliance with the terms and conditions and whose evidence of insurance requirements have all been received by the Department and are valid and in effect at the time of a given Work Order award. As used herein, the terms Active Contractor and Contractor may be used interchangeably throughout this document.
- 2.2 Contractor Project Manager:** The individual designated by the Contractor to administer the Master Agreement operations after the Master Agreement award.
- 2.3 County Master Agreement Program Director (MAPD):** Person designated by Director with authority to negotiate and recommend all changes on behalf of County.
- 2.4 County Project Director:** Person designated by Director with authority to approve all Work Order solicitations and executions.
- 2.5 County Project Manager:** Person designated as chief contact person with respect to the day-to-day administration of the Master Agreement.
- 2.6 County's Work Order Directors:** Responsible for coordinating and monitoring the Work Order.
- 2.7 Day(s):** Calendar day(s) unless otherwise specified.
- 2.8 Director:** Director of _____ 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 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 has an executed Master Agreement with the _____ Department.
- 2.12 Request For Statement of Qualifications (RFSQ):** A solicitation based on establishing a pool of Qualified Vendors to provide services through Master Agreements.
- 2.13 Statement of Qualifications (SOQ):** A Contractor's response to an RFSQ.
- 2.14 Statement of Work:** A written description of tasks and/or deliverables desired by County for a specific Work Order.
- 2.15 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 either Exhibit D1 or D2, depending on whether the particular Work Order is to be performed on a time and materials basis (see Exhibit D1) or on a fixed price per deliverable basis (see Exhibit D2) as determined by County. Each Work Order 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 a time and materials basis or on a fixed priced per deliverable basis, 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 County procedures for issuing and executing Work Orders are as set forth in this Paragraph 3.4. Upon determination by County to issue a Work Order solicitation, County will issue a Work Order solicitation containing a Statement of Work to all Master Agreement Qualified Contractors. Each interested Qualified Contractor so contacted must submit a bid to the County address and within the timeframe specified in the solicitation. Failure of Contractor to provide a bid within the specified timeframe may disqualify Contractor for that particular Work Order.
- 3.5 Upon completion of evaluations, County will execute the Work Order by and through the _____ Department 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 time and material basis, 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.
- 3.6 County estimates that selection of any Contractor will occur within five (5) 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 County's Project Director.
- 3.7 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).

4.0 TERM OF MASTER AGREEMENT

- 4.1 This Master Agreement is effective upon the date of its execution by Director of _____ Department or his/her designee as authorized by the Board of Supervisors. This Master Agreement will expire on _____ 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 _____ additional one-year periods and six (6) month

to month extensions, for a maximum total Master Agreement term of ____ years and ____ months. Each such option and extension will be exercised at the sole discretion of the Department Head or his/her designee as authorized by the Board of Supervisors.

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

- 4.3 Contractor must notify the Department when this Master Agreement is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, Contractor must send written notification to the _____ Department 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 by the County Board of Supervisors in their approved budgets. The County has sole discretion to expend some, all, or none of such budgeted amounts. The sum of such annual expenditures for the duration of the Master Agreement is the Contract Sum.

5.2 Written Approval for Reimbursement

The Contractor will not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, will occur only with the County's express prior written approval.

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

Contractor will have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Master Agreement. Should Contractor receive any such payment it will immediately notify County and must immediately repay all such

funds to County. Payment by County for services rendered after expiration/termination of this Master Agreement will not constitute a waiver of County's right to recover such payment from Contractor.

5.4 Invoices and Payments

5.4.1 For providing the tasks, deliverables, services, and other work authorized pursuant to this Master Agreement, Contractor must separately invoice County for each Work Order either: (1) monthly, if performed on a Time and Materials basis (see Exhibit D1) or (2) by deliverable, if performed on a fixed price per deliverable basis (see Exhibit D2).

5.4.2 Payment for all work will be on either a Time and Materials basis or a fixed price per deliverable basis, 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 Work Order Director, 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.

Time and Materials Work Order:

Each invoice submitted by Contractor must specify:

- County numbers of the Work Order and Contractor's Master Agreement;
- Period of performance of work being invoiced;
- Name(s) of persons who performed the work;
- Number of hours being billed for the individual(s) and the labor rate(s) as specified in the Work Order; and
- Total amount of the invoice.

Fixed Price Per Deliverable

Each invoice submitted by Contractor must specify:

- County numbers of the Work Order and Contractor's Master Agreement;
- 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; and
- The total amount of the invoice.

5.4.7 Local Small Business Enterprises – Prompt Payment Program (if applicable)

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.

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 Project Director

The County's Project Director, or designee, is the approving authority for individual Work Order solicitations and executions.

6.3 County's Work Order Director

A Work Order Director will be assigned for each Work Order by County's Project Director.

6.3.1 The responsibilities of the Work Order Director 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.

6.3.2 County's Work Order Directors are 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.

6.4 County's Project Manager

The County's Project Manager is County's chief contact person with respect to the day-to-day administration of this Master Agreement. The Project Manager will prepare, and issue Work Orders and any Amendments thereto, and generally be the first person for Contractor to contact with any questions.

7.0 ADMINISTRATION OF MASTER AGREEMENT - CONTRACTOR

7.1 Contractor's Project Manager

7.1.1 Contractor's Project Manager 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 Project Manager.

7.1.2 Contractor's Project Manager will be responsible for Contractor's day-to-day activities as related to this Master Agreement and will coordinate with County's Work Order Directors on a regular basis with respect to all active Work Orders.

7.2 Contractor's Authorized Official(s)

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

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

7.3 Approval of Contractor's Staff

County has the absolute right to approve or disapprove all of Contractor's staff performing work hereunder and any proposed changes in Contractor's staff, including, but not limited to, Contractor's Project Manager. 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

Two options are provided for this Paragraph. One is if the Contractor is responsible to badge their employees, the other is if the County issues County identification badges to Contractor's employees.

Use the following paragraph if Contractor is responsible for providing identification badges to their employees.

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

OR

Use the following paragraph if County is responsible for providing identification badges to the Contractor's employees.

- 7.4.1 All of Contractor's employees assigned to County facilities are required to have a County Identification (ID) badge on their person and visible at all times. Contractor bears all expense of the badging.
- 7.4.2 Contractor is responsible to ensure that employees have obtained a County ID badge before they are assigned to work in a County facility. Contractor personnel may be asked to leave a County facility by a County representative if they do not have the proper County ID badge on their person.
- 7.4.3 Contractor must notify the County within one business day when staff is terminated from working under this Master Agreement. Contractor must retrieve and return an employee's ID badge to the County on the next business day after the employee has terminated employment with the Contractor.
- 7.4.4 If County requests the removal of Contractor's staff, Contractor must retrieve and return an employee's ID badge to the County on the next business day after the employee has been removed from working on the County's Master Agreement.

7.5 Background and Security Investigations

(Language to be customized according to services being provided and in consultation with County Counsel.)

- 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.

There are two types of Confidentiality Agreements: One for Non-Information Technology (IT) Agreements and the other for IT Agreements that involve Intellectual Property and Copyright Assignment language.

Non-IT Contracts - The following language should be included when Department requires only the Contractor to sign one form indicating their sole responsibility for their employees and non-employees.

- 7.6.4 Contractor must sign and adhere to the provisions of the Exhibit E3 (Contractor Acknowledgement and Confidentiality Agreement).

- OR -

Non-IT Contracts - The following language should be included when each Contractor employee and non-employee is required to sign a Confidentiality 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).

-AND-

- 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).

IT Contracts - The following language should be included when the Department requires only the Contractor to sign one form indicating their sole responsibility for their employees and non-employees.

- 7.6.4 Contractor must sign and adhere to the provisions of Exhibit E3-IT (Contractor Acknowledgement, Confidentiality, And Copyright Assignment Agreement).

- OR -

IT Contracts - The following language should be included when each Contractor employee and non-employee is required to sign a Confidentiality 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-IT (Contractor Employee Acknowledgement, Confidentiality, And Copyright Assignment Agreement).

-AND-

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-IT (Contractor Employee Acknowledgement, Confidentiality, And Copyright Assignment 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 (Department to determine what level of management is required to execute this Amendment).

8.1.2 The Director of _____ Department, 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 (Department to determine what level of management is required to execute this Amendment).

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 example would be a Master Agreement for Training with categories such as Computer, Customer Service, etc. Sample language:

An Amendment to the Master Agreement will be prepared and executed by the Contractor and by (Department to determine what level of management is required to execute this Amendment) 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 _____ 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 _____ 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 Project Manager of the status of the investigation within _____ 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 Project Manager within _____ 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.

NOTE: This section has been updated to allow and encourage electronic signatures. Departments should confirm that there are no applicable laws, specific to their contract, that prohibit the use of electronic signatures. Departments should consult with their County Counsel if there are any questions.

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 Indemnitees") from and against any and all liability, including but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from and/or relating to this Master Agreement, except for such loss or damage arising from the sole negligence or willful misconduct of the County Indemnitees.

8.23 General Provisions for all Insurance Coverage

Include all sections of 8.23 below in all County service contracts. If you need assistance with a lease, construction or other specialized contract or agreement, please see Insurance Manual or contact the CEO Risk Management Branch – Risk Transfer Unit/Insurance Compliance staff for specialized provisions and further assistance. Please do not request that Contractors send certificates to CEO Risk Management.

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:

County of Los Angeles
Contracting Department Name, Division/Section
Contracting Department Address
Attention: Name and Title of Department Contact

Contractor also must promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor. Contractor also must promptly notify County of any third party claim or suit filed against Contractor or any of its Subcontractors which arises from or relates to this Master Agreement, and could result in

the filing of a claim or lawsuit against Contractor and/or County.

8.23.2 Additional Insured Status and Scope of Coverage

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) must be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status must apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and scope of protection also must apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

8.23.3 Cancellation of or Changes in Insurance

Contractor must provide County with, or Contractor's insurance policies must contain a provision that County will receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice must be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Master Agreement, in the sole discretion of the County, upon which the County may suspend or terminate this Master Agreement.

8.23.4 Failure to Maintain Insurance

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance will constitute a material breach of the Master Agreement, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Master Agreement. County, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to Contractor, deduct

the premium cost from sums due to Contractor or pursue Contractor reimbursement.

8.23.5 Insurer Financial Ratings

Coverage must be placed with insurers acceptable to the County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.

8.23.6 Contractor's Insurance Must Be Primary

Contractor's insurance policies, with respect to any claims related to this Master Agreement, must be primary with respect to all other sources of coverage available to Contractor. Any County maintained insurance or self-insurance coverage must be in excess of and not contribute to any Contractor coverage.

8.23.7 Waivers of Subrogation

To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Master Agreement. The Contractor must require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

8.23.8 Subcontractor Insurance Coverage Requirements

Contractor must include all Subcontractors as insureds under Contractor's own policies, or must provide County with each Subcontractor's separate evidence of insurance coverage. Contractor will be responsible for verifying each Subcontractor complies with the Required Insurance provisions herein, and must require that each Subcontractor name the County and Contractor as additional insureds on the Subcontractor's General Liability policy. Contractor must obtain County's prior review and approval of any Subcontractor request for modification of the Required Insurance.

8.23.9 Deductibles and Self-Insured Retentions (SIRs)

Contractor's policies will not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such

bond must be executed by a corporate surety licensed to transact business in the State of California.

8.23.10 Claims Made Coverage

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date will precede the effective date of this Master Agreement. Contractor understands and agrees it will maintain such coverage for a period of not less than three (3) years following Master Agreement expiration, termination or cancellation.

8.23.11 Application of Excess Liability Coverage

Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

8.23.12 Separation of Insureds

All liability policies must provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

8.23.13 Alternative Risk Financing Programs

The County reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The County and its Agents must be designated as an Additional Covered Party under any approved program.

8.23.14 County Review and Approval of Insurance Requirements

The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures.

At a minimum, all County service contracts should include the Commercial General Liability, Automobile Liability and Workers Compensation and Employer's Liability insurance requirements with limits of not less than those noted below.

If you are uncertain or have questions about the appropriate types and limits of insurance coverage for your specific Master Agreement, please refer to the Insurance Manual or contact the CEO Risk Management Branch – Risk Transfer Unit/Insurance Compliance at insurancecompliance@ceo.lacounty.gov for assistance.

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.

The Alternate Employer endorsement (above) also should be required if your department will (1) lease or rent equipment and an equipment operator is provided by the supplier, or (2) exercise control over the details of the work performed by the employees of your contractor. Please contact the CEO Risk Management Branch – Risk Transfer Unit/Insurance Compliance at insuracecompliance@ceo.lacounty.gov if you need assistance.

One or more of the following insurance coverage(s) may also be required, depending upon the type of contracted service. Please review and select coverage(s) as applicable.

If you are uncertain or have questions about the appropriate types and limits of insurance coverage for your specific Master Agreement, please refer to the Insurance Manual, or contact the CEO, Risk Management Branch – Risk Transfer Unit/Insurance Compliance at insurancecompliance@ceo.lacounty.gov for assistance.

8.24.4 Unique Insurance Coverage

Sexual Misconduct Liability Coverage should be required when the Master Agreement work involves care or supervision of children, seniors and other vulnerable persons. This may include services such as child care, foster care, group homes, emergency shelters, medical and/or mental health care service delivery, residential treatment, mentoring, schools, camp operations, school bus transport, and security services.

- Sexual Misconduct Liability

Insurance covering actual or alleged claims for sexual misconduct and/or molestation with limits of not less than \$2 million per claim and \$2 million aggregate, and claims for negligent employment, investigation, supervision, training or retention of, or failure to report to proper authorities, a person(s) who committed any act of abuse, molestation, harassment, mistreatment or maltreatment of a sexual nature.

Professional Liability/Errors and Omissions coverage is required for medical and legal Contractors, as well as Contractors in non-traditional professions including, but are not limited to accountants, appraisers, architects, billers, computer programmers, engineers, interpreters, staffing/temporary services agencies, and consultants. **NOTE: A minimum \$3 million aggregate limit is recommended for medical and legal service providers.**

- 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.

Property Coverage provides protection against losses due to perils such as fire, vandalism, theft, and water damage, and is only required when a Contractor takes custody of County owned or leased property (for example, Contractor occupies a County building, or is given County computers to use at non-County locations, such as the Contractor's business premises).

- Property Coverage

Contractors given exclusive use of County owned or leased property must carry property coverage at least as broad as that provided by the ISO special causes of loss (ISO policy form CP 10 30) form. The County and its Agents must be named as an Additional Insured and Loss Payee on Contractor's insurance as its interests may appear. Automobiles and mobile equipment must be insured for their actual cash value. Real property and all other personal property must be insured for their full replacement value.

Crime Coverage is only required when the contracted services involve pick up, carry, guard or otherwise handle County money and securities (ex. cash, checks, warrants, bonds, vouchers), or other highly valued County property (ex. property to be auctioned).

- Crime Coverage

A Fidelity Bond or Crime Insurance policy with limits of not less than \$ [insert Dept. estimate of the probable maximum loss exposure] per occurrence. Such coverage must protect against all loss of money, securities, or other valuable property entrusted by County to Contractor, and apply to all of Contractor's directors, officers, agents and employees who regularly handle or have responsibility for such money, securities or property. The County and its Agents must be named as an Additional Insured and Loss Payee as its interests may appear. This insurance must include third party fidelity coverage, include coverage for loss due to theft, mysterious disappearance, and computer fraud/theft, and must not contain a requirement for an arrest and/or conviction.

- Technology Errors & Omissions Insurance

Insurance for liabilities arising from errors, omissions, or negligent acts in rendering or failing to render computer or information technology services and

technology products. Coverage for violation of software copyright should be included. Technology services should at a minimum include (1) systems analysis; (2) systems programming; (3) data processing; (4) systems integration; (5) outsourcing including outsourcing development and design; (6) systems design, consulting, development and modification; (7) training services relating to computer software or hardware; (8) management, repair and maintenance of computer products, networks and systems; (9) marketing, selling, servicing, distributing, installing and maintaining computer hardware or software; (10) data entry, modification, verification, maintenance, storage, retrieval or preparation of data output, and any other services provided by the vendor with limits of not less than \$10 million.

Departments and their County Counsel attorneys should consult with Risk Management and the Chief Information Security Officer to determine the specific Cyber Liability Insurance coverage limits and use the guidelines in Exhibit F of the Insurance Manual. The standard agreement may already have provisions for Cyber Liability Insurance coverage. If the standard agreement does not provide Cyber Liability coverage provision, the section below should be used. County Personnel should refer to the guidelines in Exhibit F to identify a limit to be required.

- Cyber Liability Insurance

The Contractor must secure and maintain cyber liability insurance coverage with limits of \$_____ [insert applicable limit] per occurrence and in the aggregate during the term of the Master Agreement, including coverage for: network security liability; privacy liability; privacy regulatory proceeding, defense, response, expenses and fines; technology professional liability (errors and omissions); privacy breach expense reimbursement (liability arising from the loss or disclosure of County Information no matter how it occurs); system breach; denial or loss of service; introduction, implantation, or spread of malicious software code; unauthorized access to or use of

computer systems; and Data/Information loss and business interruption; any other liability or risk that arises out of the Master Agreement. The Contractor must add the County as an additional insured to its cyber liability insurance policy and provide to the County certificates of insurance evidencing the foregoing upon the County's request. The procuring of the insurance described herein, or delivery of the certificates of insurance described herein, will not be construed as a limitation upon the Contractor's liability or as full performance of its indemnification obligations hereunder. No exclusion/restriction for unencrypted portable devices/media may be on the policy.

Miscellaneous Coverage for one or more of these specialized types of insurance coverage(s) may also be required for contracted services involving unique services and/or risk exposures such as property renovations, vehicle maintenance and repair, aircraft, pollutants, watercraft, rail operations, etc. Contact the CEO, Risk Management Branch – Risk Transfer Unit/Insurance Compliance at insurancecompliance@ceo.lacounty.gov for assistance.

- **Miscellaneous Coverage**

Garage, Builder's Risk, Installation Floater, Owners and Contractors Protective Liability, Pollution (Environmental) Liability, Asbestos Liability, Railroad Protective Liability, Earthquake, Flood, Terrorism, Motor Truck Cargo Liability, Equipment Breakdown, Aircraft Liability, Marine Protection and Indemnity, Fine Art, Fiduciary.

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) (this amount is established by each Department) 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 _____ Department, or designee will resolve it.

8.31 Notice to Employees Regarding the Federal Earned Income Credit

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

8.32 Notice to Employees Regarding the Safely Surrendered Baby Law

The contractor must notify and provide to its employees, and will require each subcontractor to notify and provide to its employees, information regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The information is set forth in Exhibit C, Safely Surrendered Baby Law of this Master Agreement. Additional information is available at:

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

8.33 Notices

All notices or demands required or permitted to be given or made under this Master Agreement must be in writing and will be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in Exhibits A (County's Administration) and B (Contractor's Administration). Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party. The Director of _____ Department 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 County's MAPD 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:

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 effected 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 (IIPP)

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.

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 9.3 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

Paragraph 9.6 should only be included in Master Agreements where the Contractor requested and was granted the Local Small Business Enterprise preference.

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

Paragraph 9.7 should only be included in Master Agreements where the Contractor requested and was granted the Social Enterprise preference.

- 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

Paragraph 9.8 should only be included in Master Agreements where the Proposer requested and was granted the DVBE preference.

- 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.

**AUTHORIZATION OF MASTER AGREEMENT FOR
AS-NEEDED VEGETATION MANAGEMENT SERVICES**

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Master Agreement to be executed by the Agricultural Commission/Director of the Department of Weights and Measures, 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 _____
KURT FLOREN
Agricultural Commissioner/
Director of Weights and Measures

By _____
Contractor

Signed: _____

Printed: _____

Title: _____

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By _____
Deputy County Counsel

PROPOSED MASTER AGREEMENT CONTRACTS FOR FY 2023-2024

- AWMA2301 **Apple Services Inc.**
- AWMA2302 **Bennett Landscape**
- AWMA2303 **California Arbor Care Inc.**
- AWMA2304 **C&M Weed Abatement**
- AWMA2305 **International Environmental Corp.**
- AWMA2306 **Mariposa Landscapes, Inc.**
- AWMA2309 **Oakridge Landscape, Inc.**
- AWMA2307 **Pan American Brush Clearance**
- AWMA2308 **Powerland Equipment**
- AWMA2314 **Recon**
- AWMA2311 **Singh Group Inc.**
- AWMA2312 **805 Discing & Grading**
- AWMA2313 **Sustainable Mitigation**
- AWMA2310 **SoCal Brush**
- AWMA2315 **Swayzer**

BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	8/16/2023							
BOARD MEETING DATE	9/12/2023							
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)	Beaches and Harbors							
SUBJECT	APPROVAL TO ENTER INTO AN AGREEMENT WITH THE CITY OF MANHATTAN BEACH TO BUILD 28th STREET STORMWATER INFILTRATION PROJECT IN MANHATTAN BEACH							
PROGRAM	Beaches							
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	<table border="1" style="width: 100%;"> <tr> <td style="width: 50%;">Total cost: \$ N/A</td><td style="width: 50%;">Funding source:</td></tr> <tr> <td colspan="2">TERMS (if applicable):</td></tr> <tr> <td colspan="2">Explanation: City and State will fund the stormwater infiltration system.</td></tr> </table>		Total cost: \$ N/A	Funding source:	TERMS (if applicable):		Explanation: City and State will fund the stormwater infiltration system.	
Total cost: \$ N/A	Funding source:							
TERMS (if applicable):								
Explanation: City and State will fund the stormwater infiltration system.								
PURPOSE OF REQUEST	Approve and authorize the Chair of the Board to sign the attached Agreement pertaining to the installation and maintenance of a storm drain infiltration system and associated landscape at County-owned beach and parking lot at 26th Street in the City.							
BACKGROUND (include internal/external issues that may exist including any related motions)	The primary goal of the Project is to improve water quality locally, on the beach, and in the Santa Monica Bay by reducing bacterial discharge from the storm drain system and reducing trash/debris discharge from the storm drain system.							
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: Steve Penn, Division Chief, Asset Management, (424) 526-7725, spenn@bh.lacounty.gov .							



September 12, 2023

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

Caring for Our Coast

♦ ♦ ♦
Gary Jones
Director

Amy M. Caves
Chief Deputy Director

Carol Baker
Deputy Director

LaTayvius R. Alberty
Deputy Director

Dear Supervisors:

**APPROVAL TO ENTER INTO AN AGREEMENT WITH THE CITY OF MANHATTAN
BEACH TO BUILD 28th STREET STORMWATER INFILTRATION PROJECT IN
MANHATTAN BEACH
(SECOND DISTRICT) (4 VOTES)**

SUBJECT

This Board letter requests the Board's approval of the proposed agreement with the City of Manhattan Beach (City) to build a stormwater infiltration system, with associated landscape, at a County-owned beach and parking lot in the City.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find that approval of the proposed agreement (Agreement) is exempt from the California Environmental Quality Act (CEQA) for the reasons stated in this Board Letter.
2. Approve and authorize the Chair of the Board to sign the attached Agreement pertaining to the installation and maintenance of a storm drain infiltration system and associated landscape at County-owned beach and parking lot at 26th Street in the City.
3. Authorize the Director of Beaches and Harbors (Director) to execute any consents, permits, and related documentation, approved as to form by County Counsel, necessary to effectuate the terms of the Agreement.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The City proposes to implement the 28th Street Stormwater Infiltration Project (Project) to improve water quality at the beach and for the Santa Monica Bay. The primary goal of the Project is to improve water quality locally, on the beach, and in the Santa Monica Bay by reducing bacterial discharge from the storm drain system and reducing trash/debris discharge from the storm drain system. The Project will generate additional benefits, including enhancing beach conditions, reducing the potential for beach closure, providing an enhanced environment for marine life, creating educational and outreach opportunities for the local community, and improving the 26th Street parking facility.

The City proposes to use a phased approach to accomplish the goals of the Project. Phase 1 includes improvements at the 26th Street Parking Facility, and Phase 2 includes improvements on the beach. Phase 1 will maximize, to the greatest extent practicable, the volume of water diverted and infiltrated, and the City will assess improvements made to water quality through the implementation of Phase 1 to determine the need for Phase 2 implementation.

Implementation of a beach infiltration system was identified as the highest priority capital project for the City in the Beach Cities Enhanced Watershed Management Program (EWMP). The EWMP was developed in a collaborative effort involving the Cities of Manhattan Beach, Hermosa Beach, Redondo Beach, Torrance, and the Los Angeles County Flood Control District (LACFCD). The EWMP identified capital improvement projects in the participating jurisdictions to help improve water quality and address applicable pollutants in the Santa Monica Bay, specifically related to bacteria.

Implementation of Strategic Plan Goals

The recommended action will ensure the County maximizes use of County assets, guides strategic investments, and supports economic development, in ways that are fiscally responsible and align with the County's highest priority needs, all of which promote Strategic Plan Goal No. III.3.2 (Manage and Maximize County Assets).

FISCAL IMPACT/FINANCING

The proposed actions will have no direct fiscal impact on the County, as the proposed Agreement does not trigger any financial obligation for the County. The County is not contributing to the costs of the Project. Additionally, the Department of Beaches and Harbors (Department) anticipates no impact to its operating budget. The City is responsible for all project costs, and has secured sufficient grant funding to complete the project design and construction. Grant funds are being provided to the City through the Safe, Clean Water Program (Measure W), Proposition 68, and Proposition 1.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Commonly known as the 26th Street parking lot, more particularly described as bounded on the west by Ocean Drive, on the east by Manhattan Ave., on the north by 27th Street, and on the south by 26th Street, in the City of Manhattan Beach, as shown on Exhibit A. Said parking lot contains a total of 70 parking spaces and 35 dual meters. The County has an existing agreement with the City to operate and maintain the parking lot. The City shall provide and pay for full maintenance, servicing, structural repairs and operation of any parking lots, parking meters, retaining walls, fences and adjacent landscaped areas and improvements. Phase 1 improvements focus on the 26th Street Parking Facility. Following implementation of Phase 1, the improvements to water quality will be monitored and assessed to determine the need and goals for Phase 2 implementation. If construction of Phase 2 is necessary, it will include improvements on the beach. The proposed Project areas for each phase is shown on Exhibit B.

The Department staff and City staff have negotiated the terms of the proposed Agreement which will require the City to repave the parking lot and improve the adjacent landscaping. County Counsel has reviewed the terms as to form.

Due to the public benefit of the Project, to the extent the Project would conflict with the restrictions and conditions found in the Grant Deed recorded as document number 95-1527005 transferring the subject property where the Project is located from the State of California to the County of Los Angeles, the State of California has waived any such deed restrictions or conditions for this Project in a letter dated April 27, 2023.

At its meeting on July 26, 2023, the Beach Commission unanimously approved the Director's recommendation that your Board approve and execute the proposed Agreement.

The project is currently in design, and the City plans to award a construction contract in Spring 2024. It is anticipated that construction will be complete by Fall 2025.

ENVIRONMENTAL DOCUMENTATION

The County has reviewed the proposed Agreement for compliance with the CEQA and has determined that there is no possibility that the activity may have a significant effect on the environment; therefore, pursuant to Section 15061(b)(3) (the "common sense" exemption) of the State CEQA Guidelines, the Agreement is exempt from CEQA. Approval of the Agreement does not serve as a project approval for the proposed stormwater infiltration project; rather, it authorizes to City to pursue the required approvals for the proposed Project.

Per the proposed Agreement, the City is responsible for all CEQA compliance and Coastal Commission permit approvals. Additional environmental review will be required, as applicable, prior to the approval of any future project-specific development entitlements, including, but not limited to, a Coastal Development Permit. Accordingly, an Initial Study was prepared by the City for the proposed Project, and a Mitigated Negative Declaration is underway.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

There will be no impact on current services or projects from your Board's approval of the proposed Agreement.

CONCLUSION

It is recommended that your Board approve the proposed Agreement and instruct the Chair of the Board to sign the Agreement and have the Executive Officer of the Board send two executed copies, as well as a copy of the adopted Board letter, to the Department. Should you have any questions please contact Amir Tadros at (424) 526-7743 or atadros@bh.lacounty.gov.

Respectfully submitted,

GARY JONES
Director

GJ:AC:LA:SP:at

Enclosures (2)
c: Chief Executive Officer
County Counsel
Executive Office

Exhibit A

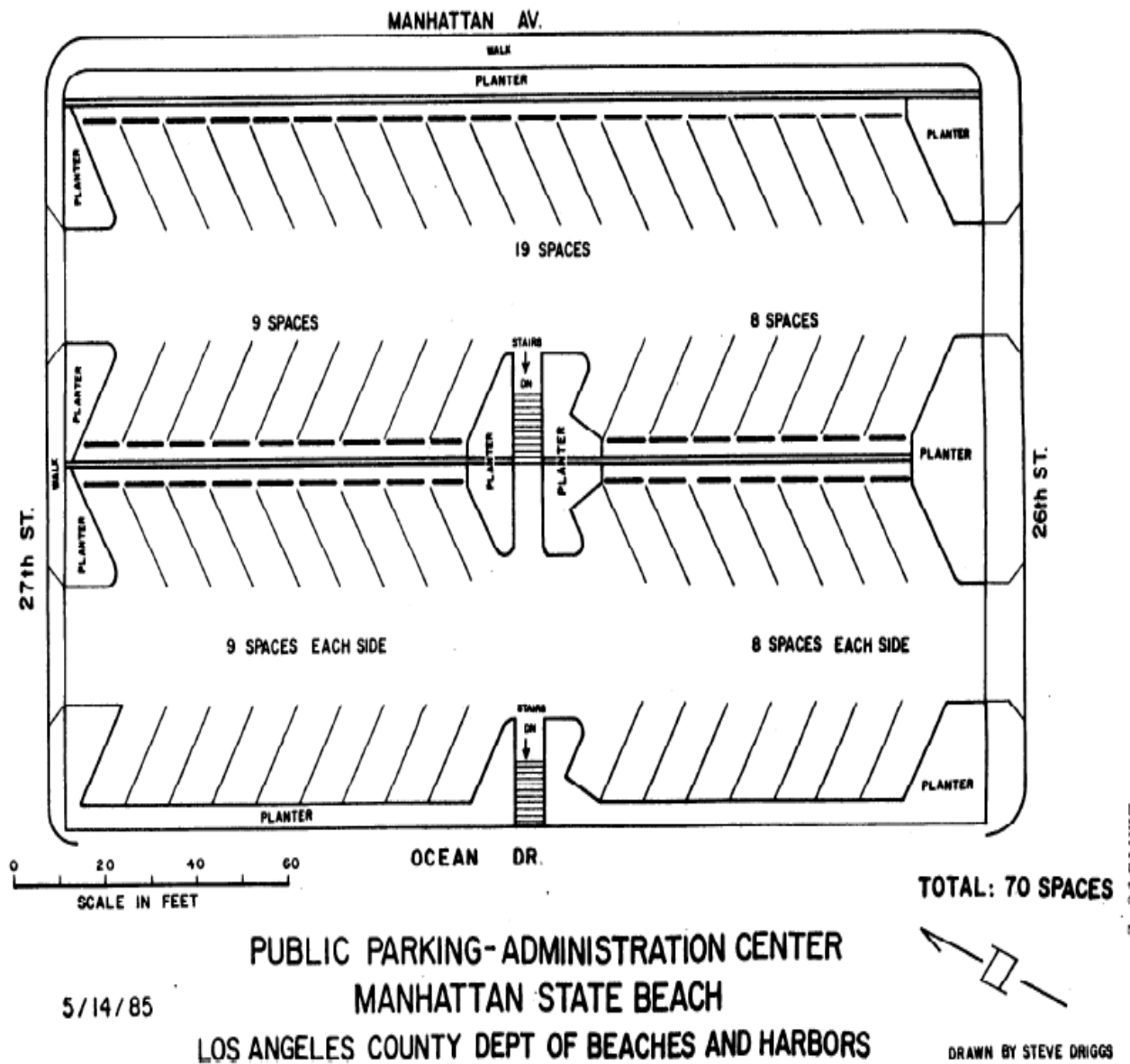


Exhibit B



BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	8/16/2023		
BOARD MEETING DATE	9/12/2023		
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)	Los Angeles County Development Authority (LACDA)		
SUBJECT	APPROVE ACCEPTANCE OF SUPPLEMENTAL FUNDS ALLOCATED TO THE LOS ANGELES COUNTY DEVELOPMENT AUTHORITY FOR FISCAL YEAR 2023-2024 AND AUTHORIZATION TO EXECUTE FUNDING AGREEMENTS AND INCORPORATE ADDITIONAL BUDGET AUTHORITY		
PROGRAM	Finance and Budget		
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: \$95,485,000	Funding source: Affordable Housing Development Trust Fund (AHTF) and other County funds	
	TERMS (if applicable):		
	Explanation: The LACDA will execute funding agreements or amendments to existing funding agreements with the County and all required documents necessary to accept and incorporate, as needed, up to \$95,485,000 into the LACDA's approved FY 2023-2024 budget.		
PURPOSE OF REQUEST	The County's FY 2023-2024 Recommended Budget was adopted by the Board of Supervisors on June 26, 2023, and it included additional funding appropriations for various LACDA programs and activities. These funds are being provided to advance crucial Board priorities and initiatives such as fighting homelessness, supporting residents and communities, and increasing affordable housing.		
BACKGROUND (include internal/external issues that may exist including any related motions)	Funding includes \$75,000,000 in AHTF for the Notice of Funding Availability (NOFA) to provide capital funding for affordable housing developments and program administration; \$10,000,000 in AHTF to provide gap funding for affordable housing projects previously approved for NOFA financing; \$9,945,000 for Fair Housing Programs and Open Doors activities; \$540,000 for the Pilot Community Land Trust Partnership Program for rehabilitation of affordable housing properties.		
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: Matthew Fortini, Chief Financial Officer, (626) 586-1890, Matthew.Fortini@lacda.org		

September 12, 2023

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

Dear Commissioners:

**APPROVE ACCEPTANCE OF SUPPLEMENTAL FUNDS ALLOCATED TO THE LOS ANGELES COUNTY DEVELOPMENT AUTHORITY FOR FISCAL YEAR 2023-2024 AND AUTHORIZATION TO EXECUTE FUNDING AGREEMENTS AND INCORPORATE ADDITIONAL BUDGET AUTHORITY
(ALL DISTRICTS) (3 VOTE)**

SUBJECT

This letter recommends approval to accept additional funds from the County of Los Angeles (County) and to incorporate these funds as needed into the Los Angeles County Development Authority's (LACDA) approved Fiscal Year (FY) 2023-2024 budget.

The LACDA's FY 2023-2024 budget was approved by the Board of Commissioners on June 6, 2023 and did not include additional funding provided by the County for housing and community development programs. The County's FY 2023-2024 Recommended Budget was approved after the LACDA's FY 2023-2024 budget. The LACDA's Board of Commissioners must approve the incorporation of these additional funds in the LACDA's budget.

IT IS RECOMMENDED THAT THE BOARD OF COMMISSIONERS OF THE LOS ANGELES COUNTY DEVELOPMENT AUTHORITY:

1. Authorize the Executive Director, or designee, to execute and/or amend the necessary funding agreements with the County for the following programs, and to incorporate the funds into the LACDA's approved FY 2023-2024 budget:

- a. \$75,000,000 from the Affordable Housing Trust Fund (AHTF) for the Notice of Funding Availability (NOFA) to provide capital funding for affordable housing developments and program administration.
 - b. \$10,000,000 in AHTF to provide gap funding for affordable housing projects previously approved for NOFA financing.
 - c. \$9,945,000 for Fair Housing Programs and Open Doors activities.
 - d. \$540,000 for the Pilot Community Land Trust Partnership Program for rehabilitation of affordable housing properties.
2. Find that acceptance of supplemental funds for the LACDA's FY 2023-2024 budget is not subject to the California Environmental Quality Act (CEQA) because the action is not defined as a project under CEQA.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The recommended actions will allow the LACDA to execute and/or amend the necessary funding agreements with the County in order to accept these funds and incorporate County funds into the LACDA's approved FY 2023-2024 budget.

The County's FY 2023-2024 Recommended Budget was adopted by the Board of Supervisors (Board) on June 26, 2023, and it included additional funding appropriations for various LACDA programs and activities. These funds are being provided to advance crucial Board priorities and initiatives such as fighting homelessness, supporting residents and communities, and increasing affordable housing.

FISCAL IMPACT/FINANCING

The LACDA will execute funding agreements or amendments to existing funding agreements with the County and all required documents necessary to accept and incorporate, as needed, up to \$95,485,000 into the LACDA's approved FY 2023-2024 budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On June 26, 2023, the Board approved the County's FY 2023-2024 Recommended Budget that includes new County funds allocated to various LACDA programs for FY 2023-2024. Approval of the recommended actions will allow the Executive Director, or designee, to execute and/or amend funding agreements with the County for the following:

- \$75,000,000 in AHTF for NOFA projects to continue the development and administration of affordable housing projects located throughout Los Angeles County.

- \$10,000,000 in AHTF for gap funding for affordable housing projects previously approved for NOFA financing that are in construction or are about to enter into construction but are experiencing gaps in financing due to unforeseen conditions.
- \$9,945,000 for the Fair Housing (\$880,000) and Open Doors (\$9,065,000) programs. The Open Doors program provides an enhanced customer service experience for property owners and increase the number of families ability to utilize their Section 8 vouchers in a highly competitive rental market. The Fair Housing Services program provides ongoing forum, materials, information, and workshops to educate the public about fair housing law/rights.
- \$540,000 for the Pilot Community Land Trust Program for Rehabilitation of Chapter 8 Properties.

ENVIRONMENTAL DOCUMENTATION

The acceptance of the additional funds is exempt from the provisions of the National Environmental Policy Act pursuant to 24 Code of Federal Regulations, Part 58, Section 58.34(a)(3) because they involve administrative activities that will not have a physical impact or result in any physical changes to the environment. The activities are not subject to the provisions of CEQA pursuant to State CEQA Guidelines 15060(c)(3) and 15378(b) because they are not defined as a project under CEQA and do not have the potential for causing a significant effect on the environment.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The requested actions provide additional funds that will enable the LACDA to conduct program activities to benefit homeless, low- and moderate-income residents of the County and participating cities.

Respectfully submitted,

EMILIO SALAS
Executive Director

ES:MF:sla

BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	8/16/2023	
BOARD MEETING DATE	9/12/2023	
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)	Los Angeles County Development Authority (LACDA)	
SUBJECT	APPROVE A CONTRACT FOR PHOTOCOPIER AND MAINTENANCE SERVICES FOR LOS ANGELES COUNTY DEVELOPMENT AUTHORITY	
PROGRAM	Administrative Services	
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: \$200,000	Funding source: Program funds included in the LACDA's approved Fiscal Year 2023-2024 budget
	TERMS (if applicable):	
	Explanation: Initial one-year purchase contract for \$125,000 with option to extend four additional years for maintenance and supplies at \$18,750 per year.	
PURPOSE OF REQUEST	The purpose of this action is to approve a Contract with Contractor to provide the photocopier and maintenance services required to comply with the financial and program requirements mandated by the U.S. Department of Housing and Urban Development (HUD) and other LACDA funding sources.	
BACKGROUND (include internal/external issues that may exist including any related motions)	The LACDA operates a Print Shop that provides high-quality printing services for various internal divisions. The LACDA currently leases photocopiers and maintenance services under a five-year lease agreement. The LACDA aims to replace the expiring lease agreement with a new Contract to purchase equipment. The LACDA intends to purchase two-high production, black/white and color digital press photocopiers/printers and medium-production black/white photocopier/printer. The Contract shall include maintenance services based on a per-click cost that includes all supplies, staples, and repairs. At the request of the LACDA, Contractor will be required to buy back at a fair negotiated price, remove, and permanently delete all LACDA files and images, disassemble, and haul away all three photocopiers.	
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: Kathy Thomas, Chief of Operations, (626) 586-1844, Kathy.Thomas@lacda.org	

September 12, 2023

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

Dear Commissioners:

**APPROVE A CONTRACT FOR PHOTOCOPIER AND MAINTENANCE SERVICES
FOR LOS ANGELES COUNTY DEVELOPMENT AUTHORITY
(ALL DISTRICTS) (3 VOTES)**

SUBJECT

This letter recommends approval of a contract with Pacific Office Automation to provide photocopier and maintenance services to the Los Angeles County Development Authority (LACDA).

IT IS RECOMMENDED THAT THE BOARD:

1. Find that approval of a Contract for photocopier and maintenance services is not subject to the provisions of the California Environmental Quality Act (CEQA) because the action will not have the potential for causing a significant effect on the environment.
2. Authorize the Executive Director or designee to execute a one-year Contract with Pacific Office Automation (Contractor), for photocopier and maintenance services, and all related documents, in the amount of \$125,000 using program funds included in the LACDA's approved Fiscal Year 2023-2024 budget, to be effective October 1, 2023, following approval as to form by County Counsel and execution by all parties.

3. Authorize the Executive Director or designee to execute amendments to the Contract, following approval as to form by County Counsel, to extend the term for a maximum of four additional years, in one-year increments, with the \$18,750 annual compensation for maintenance and supplies for each year using funds to be included in the LACDA's annual budget approval process.
4. Authorize the Executive Director to increase compensation under the Contract by a total amount not to exceed 10% annually for any unforeseen, needed photocopier and maintenance services.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of this action is to approve a Contract with Contractor to provide the photocopier and maintenance services required to comply with the financial and program requirements mandated by the U.S. Department of Housing and Urban Development (HUD) and other LACDA funding sources.

FISCAL IMPACT/FINANCING

There is no impact on the County general fund. Costs for the first year of services under the Contract will not exceed \$125,000 using program funds included in the LACDA's approved Fiscal Year 2023-2024 budget. After the first year, the Contract may be extended for an additional four years, in one-year increments, in the amount of up to \$18,750 for maintenance and supplies. The maximum amount for all years of the Contract, if fully extended, will be \$200,000. The LACDA will request approval of these funds through the annual budget process. An approximate 10% contingency for each year of the Contract is also being set aside for unforeseen, needed photocopier and maintenance services.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The LACDA operates a Print Shop that provides high-quality printing services for various internal divisions. The LACDA currently leases photocopiers and maintenance services under a five-year lease agreement. The LACDA aims to replace the expiring lease agreement with a new Contract to purchase equipment. The LACDA intends to purchase two-high production, black/white and color digital press photocopiers/printers and medium-production black/white photocopier/printer. The Contract shall include maintenance services based on a per-click cost that includes all supplies, staples, and repairs. Additional services will be required as stated in the Statement of Work. At the request of the LACDA, Contractor will be required to buy back at a fair negotiated price, remove, and permanently delete all LACDA files and images, disassemble, and haul away all three photocopiers.

Should Contractor require additional or replacement personnel during the term of the

Contract, it 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 and General Relief Opportunity for Work (GROW) Program who meet the minimum qualifications for the open positions. Contractor will contact the County's GAIN/GROW Division for a list of participants by job category.

ENVIRONMENTAL DOCUMENTATION

The proposed services are exempt from the National Environmental Policy Act pursuant to 24 Code of Federal Regulations, Part 58, Section 58.34 (a)(3), because they involve activities that will not have a physical impact on or result in any physical changes to the environment. These services are not subject to the provisions of CEQA pursuant to State CEQA Guidelines 15060(c)(3) and 15378, because they are not defined as a project under CEQA and do not have the potential for causing a significant effect on the environment.

CONTRACTING PROCESS

On April 7, 2023, an Invitation for Bid (IFB) Notice was posted on the LACDA's website. The IFB Notice was also posted on the County's WebVen website. By the deadline of April 24, 2023, two bid packages were received and formally opened by the bid panel. Contractor was determined to be the lowest responsible bidder and is being recommended for the Contract award based on the criteria set forth in the IFB.

The Summary of Outreach Activities is provided in Attachment A.

IMPACT ON CURRENT PROGRAMS

The Contract will provide photocopier and maintenance services required to comply with the financial and program requirements mandated by HUD and other LACDA funding sources.

Respectfully submitted,

EMILIO SALAS
Executive Director

Enclosures

ATTACHMENT A

Summary of Outreach Activities

Photocopier and Maintenance Services

On April 7, 2023, the following outreach was initiated to identify a firm to provide photocopier and maintenance services for the LACDA's Fiscal Year 2023-2024 financial statements.

A. Announcement

On April 7, 2023, announcements were posted on the LACDA's and County WebVen's websites for 18 days and released over 446 email notices to firms identified on both websites. Twenty-six (26) firms downloaded a copy of the solicitation package.

B. Request for Proposal Results

On April 24, 2023, two firms submitted bid packages. The bid packages were opened, and based on the IFB requirements and rating process, the final costs for purchase and maintenance were as follows:

<u>Bidder</u>	<u>Score</u>
Pacific Office Automation	\$118,473.12
Konica Minolta Business Solutions U.S.A., Inc.	\$121,617.62

Pacific Office Automation was selected as the firm most qualified to provide photocopier and maintenance services for the LACDA.

A. Minority/Woman Ownership

<u>Bidder</u>	<u>Ownership</u>
Pacific Office Automation	Non-Minority
Konica Minolta Business Solutions U.S.A., Inc.	Non-Minority

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

The recommended award of Contract is being made in accordance with the LACDA's policies and federal regulations, and without regard to race, creed, color, or gender.

BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	8/16/2023		
BOARD MEETING DATE	9/12/2023		
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	Ladera Heights – Centinela Avenue, et al.		
PROGRAM	Road Repair and Accountability Act of 2017 (Senate Bill 1)		
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	N/A		
COST & FUNDING	Total cost: \$3,500,000	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 Ladera Heights – Centinela Avenue, et al., Project in the unincorporated community of Ladera Heights.		
BACKGROUND (include internal/external issues that may exist including any related motions)	State funds will be used to resurface Centinela Avenue between Green Valley Circle and La Tijera Boulevard and between Hammack Street and Jefferson Boulevard. Additional improvements include construction of a bioswale, sidewalk repairs, curb ramp upgrades, and refreshed signage and pavement markings.		
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 No. 7: Sustainability. This project will improve pavement conditions and pedestrian access, which will reduce wear and tear on vehicles, improve safety for residents, and enhance the quality of life in the community.		
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

September 12, 2023

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

Dear Supervisors:

**CONSTRUCTION CONTRACT
TRANSPORTATION CORE SERVICE AREA
ADOPT, ADVERTISE, AND AWARD
LADERA HEIGHTS – CENTINELA AVENUE, ET AL.
PROJECT ID NO. RDC0012971
IN THE CITIES OF CULVER CITY AND LOS ANGELES AND
IN THE UNINCORPORATED COMMUNITY OF LADERA HEIGHTS
(SUPERVISORIAL DISTRICT 2)
(3 VOTES)**

SUBJECT

Public Works is seeking Board approval to adopt plans and specifications, advertise for construction bids, and award and execute a construction contract for the Ladera Heights – Centinela Avenue, et al., Project in the unincorporated community of Ladera 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 adopt the plans and specifications that are on file with Public Works, Project Management Division III, for the Ladera Heights – Centinela Avenue, et al., Project at an estimated construction contract cost between \$1,600,000 and \$2,500,000.
3. Instruct the Executive Officer of the Board of Supervisors to advertise for bids in accordance with the Instruction Sheet for Publishing Legal Advertisement that are to be received before 11 a.m. on October 10, 2023, in accordance with the Notice Inviting Bids.
4. Find pursuant to State Public Contract Code, Section 3400 (c) (2) that it is necessary to specify 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.
5. 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.
6. Delegate authority to the Director of Public Works or his designee to award and execute a construction contract for the Ladera Heights – Centinela Avenue, et al., Project with the responsible contractor with the lowest responsive bid within or less than the estimated cost range between \$1,600,000 and \$2,500,000, or that exceeds the estimated cost range by no more than 15 percent, if additional funds have been identified.
7. Delegate to the Director of Public Works or his designee the following authority in connection with this contract: (1) extend the date and time for the receipt of bids consistent with the requirements of State Public Contract Code, Section 4104.5; (2) allow substitution of subcontractors and relief of bidders upon demonstration of the grounds set forth in State Public Contract Code, Sections 4100 et seq. and 5100 et seq., respectively; (3) approve and execute change orders within the same monetary limits delegated to the Director of Public Works or his designee under Section 2.18.050 of the Los Angeles County Code; (4) accept the project upon its final completion; and (5) release retention money withheld consistent with the requirements of State Public Contract Code, Sections 7107 and 9203.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommended actions will find that the project is exempt from the California Environmental Quality Act (CEQA) and allow Public Works to construct roadway and parkway improvements to improve access and community connectivity in the unincorporated community of Ladera Heights (see Enclosure A).

The project includes resurfacing the roadway, constructing a bioswale, repairing sidewalk, upgrading curb ramps, and installing new signs and pavement markings. The project will improve current conditions, which promotes sustainability, pedestrian access, accessibility, and improved safety for area residents.

It is anticipated the work will begin in March 2024 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 \$1,600,000 to \$2,500,000, with a maximum construction contract cost to be 15 percent above this range. The total project cost is estimated to be \$3,500,000. 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.

Portions of the project are in the Cities of Culver City and Los Angeles. Culver City will finance its jurisdictional share of the project cost, estimated to be \$35,000, under City Service Request No. 270096. The City of Los Angeles will finance its jurisdictional share of the project cost, estimated to be \$100,000, under the Street Services Memorandum of Understanding between the County and the City, which was approved by the Board on January 30, 2001.

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 2023-24 Budget. Funding for the project's future costs 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.

State Public Contract Code Section 3400 allows a product to be designated by specific brand name for several purposes, one of which is to match other products in use on a particular public improvement either completed or in the course of completion, if the awarding authority makes a finding and language is included in the Notice Inviting Bids. The Notice Inviting Bids includes language describing this finding.

A list of specific brand names and qualified purposes in accordance with the State Public Contract Code is provided in Enclosure B.

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

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

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

ENVIRONMENTAL DOCUMENTATION

The proposed project is exempt from CEQA. The project to resurface and reconstruct the roadway with no expansion in use, is within a class of projects that have been determined not to have a significant effect on the environment, and which meets the criteria set forth in Sections 15301 (b) and (c); and 15304 (b) of the State CEQA

Guidelines and Class 1 (e) and (x), Subsections 2, 4, 14, 18 and 22; and Class 4 (c) of the County's Environmental Document Reporting Procedures and Guidelines, Appendix G. In addition, based on the proposed project records, it will comply with all applicable regulations, and there are no cumulative impacts, unusual circumstances, damage to scenic highways, listing on hazardous waste site lists compiled pursuant to Government Code Section 65962.5, or indications that it may cause a substantial adverse change in the significance of a historical resource that would make the exemption inapplicable.

CONTRACTING PROCESS

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

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

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

<http://pw.lacounty.gov/general/contracts/opportunities>

Also, the contract solicitations will be advertised through web-based and social media platforms, including Twitter.

In addition, in order to increase opportunities for small businesses, Public Works will be coordinating with the Office of Small Business at the Department of Economic Opportunity to maximize outreach, as well as offering preferences to Local Small Business Enterprises, Social Enterprises, and Disabled Veteran Business Enterprises in compliance with Los Angeles County Code, Chapters 2.204, 2.205, and 2.211.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

When the project is completed, it will have a positive impact by improving current conditions, which promotes sustainability, pedestrian access, and improved safety for area residents.

The Honorable Board of Supervisors
September 12, 2023
Page 6

CONCLUSION

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

Respectfully submitted,

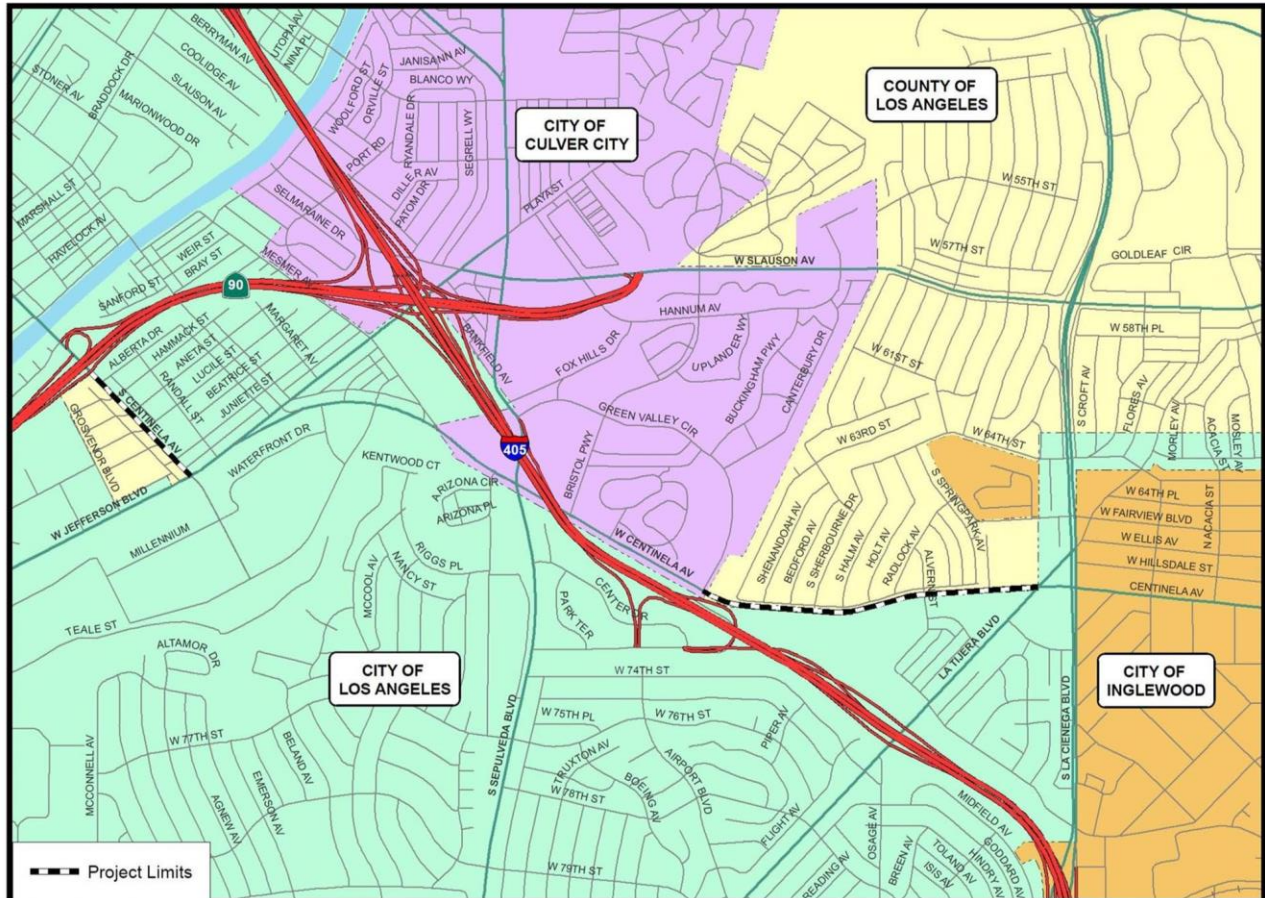
MARK PESTRELLA, PE
Director

MP:RLG:ja

Enclosures

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

LADERA HEIGHTS – CENTINELA AVENUE, ET AL.
PROJECT ID NO. RDC0012971



PROJECT NAME: LADERA HEIGHTS – CENTINELA AVENUE, ET AL.
PROJECT ID NO.: RDC0012971

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>
Detectable Warning Surface for Culver City Curb Ramps	TekWay StrongCo Industries	Terracotta color truncated domes	2	Culver City's standard for curb ramps includes this specific manufacturer.

*(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	8/16/2023	
BOARD MEETING DATE	9/12/2023	
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 Washington Boulevard Traffic Signal Synchronization Program – Atlantic Boulevard to Whittier 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.	
COST & FUNDING	Total cost: \$3,640,100	Funding source: Proposition C Discretionary Grant Funds; City Jurisdictional Funding, Highways-Through-Cities Funds; Proposition C Local Return Funds.
	TERMS (if applicable): N/A	
	Explanation: N/A	
PURPOSE OF REQUEST	Request Board approval to procure a construction contract for the Washington Boulevard Traffic Signal Synchronization Program in the Cities of Commerce, Montebello, Pico Rivera, Santa Fe Springs, and Whittier and in the unincorporated community of West Whittier/Los Nietos.	
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 Washington Boulevard from Atlantic Boulevard to Whittier 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 No. 7: Sustainability. This project will modify and synchronize traffic signals, which will result in less vehicular stops, and reduce 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

September 12, 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. 3995 FOR
HIGHWAYS-THROUGH-CITIES FUNDING
AND DELEGATE AUTHORITY TO ADOPT, ADVERTISE, AND AWARD
WASHINGTON BOULEVARD TRAFFIC SIGNAL SYNCHRONIZATION PROGRAM
ATLANTIC BOULEVARD TO WHITTIER BOULEVARD
PROJECT ID NO. TSM0010285
IN THE CITIES OF COMMERCE, MONTEBELLO, PICO RIVERA,
SANTA FE SPRINGS, AND WHITTIER AND THE UNINCORPORATED COMMUNITY
OF WEST WHITTIER/LOS NIETOS
(SUPERVISORIAL DISTRICTS 1 AND 4)
(4 VOTES)**

SUBJECT

Public Works is seeking Board approval to Adopt Resolution No. 3995 providing Highways-Through-Cities Funds to the Cities of Commerce, Montebello, Pico Rivera, Santa Fe Springs, 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 Commerce, Montebello, Pico Rivera, and Santa Fe Springs to include city contributions to the project; and to procure a construction contract for the Washington Boulevard Traffic Signal Synchronization Program – Atlantic Boulevard to Whittier Boulevard in the Cities of Commerce, Montebello, Pico Rivera, Santa Fe Springs, and Whittier and in the unincorporated community of West Whittier/Los Nietos.

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. 3995 finding that the modification and synchronization of traffic signals in the Cities of Commerce, Montebello, Pico Rivera, Santa Fe Springs, and Whittier and the unincorporated community of West Whittier/Los Nietos is of general County interest and that Los Angeles County aid in the form of Highways-Through-Cities Funds in the amount of \$1,322,000 shall be provided to the Cities of Commerce, Montebello, Pico Rivera, Santa Fe Springs, and Whittier to be expended in accordance with all applicable provisions of law relating to funds derived from Proposition C Discretionary Grant Funds and Proposition C Local Return Funds.
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, Montebello, Pico Rivera, and Santa Fe Springs to allow the cities to contribute their share of funding to the Washington Boulevard Traffic Signal Synchronization Program - Atlantic Boulevard to Whittier Boulevard Project. The total project cost is currently estimated to be \$3,640,100, with the City of Commerce's share estimated to be \$293,200; the City of Montebello estimated to be \$978,600; the City of Pico Rivera estimated to be \$496,400; the City of Santa Fe Springs estimated to be \$321,100; the City of Whittier estimated to be \$31,300; and the County's share estimated to be \$1,519,500. The Director of Public Works or his designee may execute amendments to the Funding Cooperative Agreements to incorporate necessary programmatic and administrative changes.
4. Approve the project and delegate to the Director of Public Works or his designee the authority to adopt the plans and specifications that are on file in Project Management Division III of Public Works for the Washington Boulevard Traffic Signal Synchronization Program – Atlantic Boulevard to Whittier Boulevard Project at an estimated construction contract cost between \$1,600,000 and \$2,400,000.
5. 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.

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 to match other products already 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 Washington Boulevard Traffic Signal Synchronization Program – Atlantic Boulevard to Whittier Boulevard Project with the responsible contractor with the lowest responsive bid within or less than the estimated cost range of \$1,600,000 and \$2,400,000 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 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 (HTC) Funds in amount of \$1,322,000 shall be provided to the Cities of Commerce, Montebello, Pico Rivera, Santa Fe Springs, and Whittier; and authorize Public Works to execute Funding Cooperative Agreements between the County of Los Angeles and the Cities of Commerce, Montebello, Pico Rivera, and Santa Fe Springs to allow Public Works to construct the Washington Boulevard Traffic Signal Synchronization Program – Atlantic Boulevard to Whittier Boulevard Project in the Cities of Commerce, Montebello,

Pico Rivera, Santa Fe Spring, and Whittier and in the unincorporated community of West Whittier/Los Nietos (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 Washington Boulevard between Atlantic Boulevard to Whittier Boulevard.

The 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. 3995 approves the County's contribution of HTC Funds in the amount of \$1,322,000 to finance a portion of the Cities of Commerce, Montebello, Pico Rivera, Santa Fe Springs, 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 will be approved as to form by County Counsel before execution and will enable the County of Los Angeles and the Cities of Commerce, Montebello, Pico Rivera, and Santa Fe Springs to enter into agreements for the traffic signal improvements along Washington Boulevard between Atlantic Boulevard and Whittier Boulevard. 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 March 2024 and be completed in March 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 \$1,600,000 to \$2,400,000 with a maximum construction contract cost to be 15 percent above this range. The total project cost is estimated to be \$3,640,100. 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, Montebello, Pico Rivera, Santa Fe Springs, and Whittier and the unincorporated community of West Whittier/Los Nietos. 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, Montebello, Pico Rivera, and Santa Fe Springs to finance a portion of their jurisdictional shares of the project cost, estimated to be \$36,900; \$559,800; \$147,900; and \$54,000, respectively.

The project is financed with \$1,856,400 in grant funds received from the Los Angeles County Metropolitan Transportation Authority 2007 Call for Projects, Proposition C Discretionary Grant Funds for the Gateway Cities Forum Traffic Signal Corridors Project Phase VI; \$639,000 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 \$346,100 in County Proposition C Local Return Funds.

The \$1,322,000 in HTC Funds consists of Proposition C Discretionary Grant Funds and Proposition C Local Return Funds.

The Cities of Commerce, Montebello, Pico Rivera, Santa Fe Springs, and Whittier's jurisdictional shares of the County HTC contribution from Proposition C Discretionary Grant Funds are \$165,600; \$286,800; \$282,400; \$237,400; and \$5,200, 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 \$346,100 in County Proposition C Local Return Funds will be funded from this top-of-pot allocation of which \$90,700; \$132,000; \$66,100; \$29,700; and \$26,100 will be used for the Cities of Commerce, Montebello, Pico Rivera, Santa Fe Springs, and Whittier's respective shares in HTC Funds, and \$1,500 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 2023-24 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 (c) (2) 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 C.

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

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

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

ENVIRONMENTAL DOCUMENTATION

The proposed project is exempt from CEQA. The project to improve traffic signal operations, with no expansion in use, is within a class of projects that have been determined not to have a significant effect on the environment and meets the criteria set forth in Section 15301 (c) of the State CEQA Guidelines, Class 1 (s) and Class 1 (x), Subsections 4, 14, and 22 of the County's Environmental Document Reporting Procedures and Guidelines, Appendix G. In addition, based on the proposed project records, it will comply with all applicable regulations, and there are no cumulative impacts, unusual circumstances, damage to scenic highways, listing on hazardous waste site lists compiled pursuant to Government Code Section 65962.5, or indications that it may cause a substantial adverse change in the significance of a historical resource that would make the exemption inapplicable.

CONTRACTING PROCESS

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, 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.

CONCLUSION

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

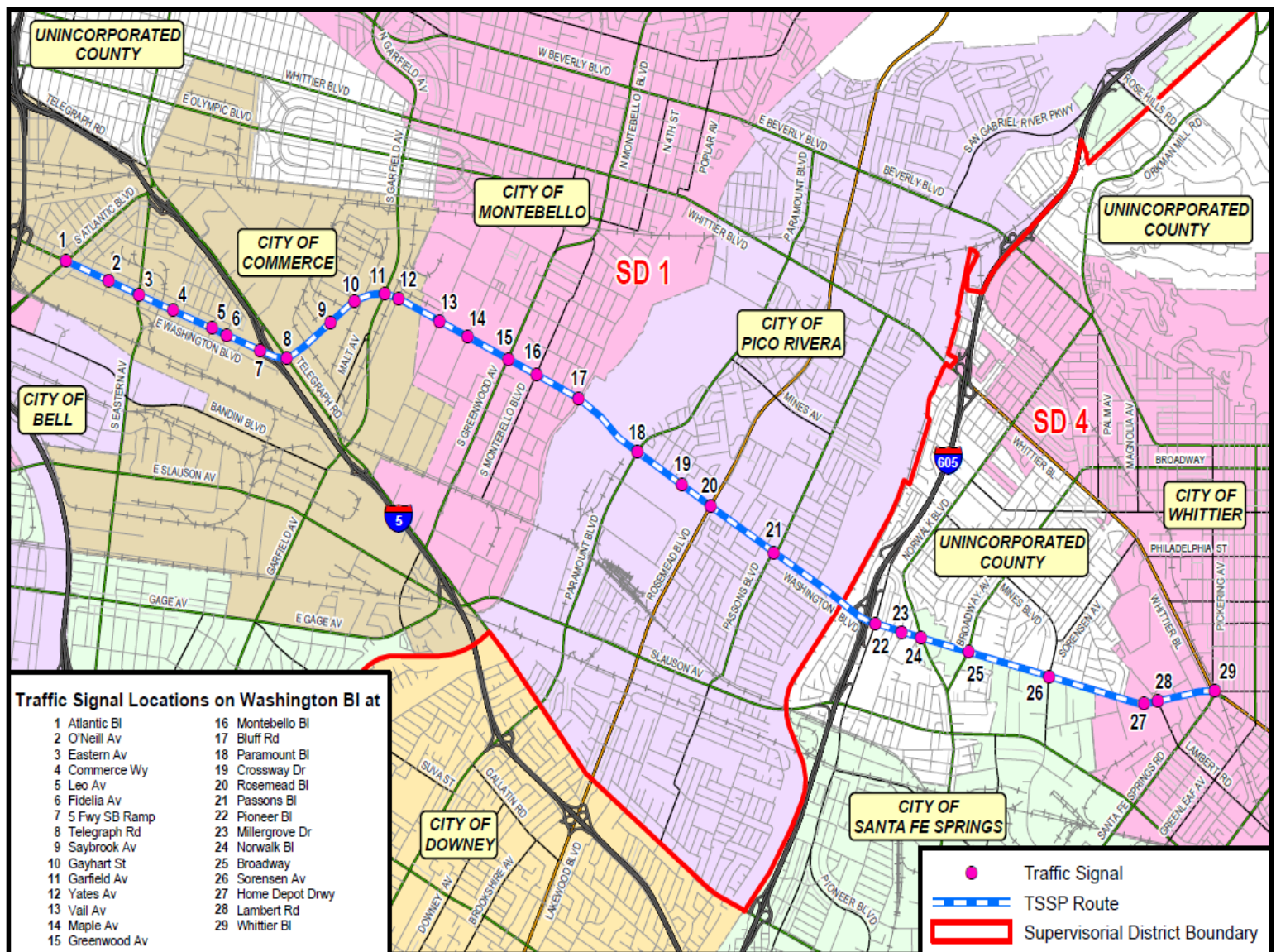
Respectfully submitted,

MARK PESTRELLA, PE
Director of Public Works

MP:RLG:dw

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

WASHINGTON BOULEVARD TRAFFIC SIGNAL SYNCHRONIZATION PROGRAM
ATLANTIC BOULEVARD TO WHITTIER BOULEVARD



**RESOLUTION NO. 3995 OF THE BOARD OF SUPERVISORS OF
THE COUNTY OF LOS ANGELES TO EXTEND COUNTY AID TO
THE CITIES OF COMMERCE, MONTEBELLO, PICO RIVERA,
SANTA FE SPRINGS, AND WHITTIER FOR THE PURPOSE OF
TRAFFIC SIGNAL MODIFICATION AND SYNCHRONIZATION**

WHEREAS, the Cities of COMMERCE, MONTEBELLO, PICO RIVERA, SANTA FE SPRINGS, AND WHITTIER, 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 Washington Boulevard from Atlantic Boulevard to Whittier Boulevard, which work is hereinafter referred to as TSSP; and

WHEREAS, portions of TSSP are located and will be utilized within the jurisdictional limit of CITIES; 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 Two Million One Hundred Twenty Thousand Six Hundred and 00/100 Dollars (\$2,120,600.00); and

WHEREAS, COUNTY and CITIES previously executed or will execute cooperative agreements which outline the roles and responsibilities associated with TSSP; and

WHEREAS, the CITIES shares of the TSSP cost will be financed with Nine Hundred Seventy-Seven Thousand Four Hundred and 00/100 Dollars (\$977,400.00) in Los Angeles County Metropolitan Transportation Authority (METRO) 2007 Call for Projects Grant Funds administered by the COUNTY for the Gateway Cities Forum Traffic Signal Corridors Project Phase V and Three Hundred Forty-Four Thousand Six Hundred and 00/100 Dollars (\$344,600.00) in local matching funds and Seven Hundred Ninety-Eight Thousand Six Hundred and 00/100 Dollars (\$798,600.00) 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 No. P000F1312 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.

NOW, THEREFORE, it is hereby resolved as follows:

SECTION 1. The TSSP is of general COUNTY interest and County-aid shall be extended therefor.

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 CITIES in the amount of One Million Three Hundred Twenty-Two Thousand and 00/100 Dollars (\$1,322,000.00) 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 3. The financial obligations of COUNTY are expressly conditioned upon obtaining reimbursement from METRO pursuant to Memorandum of Understanding No. P000F1312 between COUNTY and METRO.

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]

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.

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

By _____
Deputy

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

Talin Halabi
By _____
Deputy

PROJECT NAME: Washington Boulevard Traffic Signal Synchronization Program –
Atlantic Boulevard To Whittier Boulevard

PROJECT ID NO.: TSM0010285

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>
	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.

*(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	8/16/2023			
BOARD MEETING DATE	9/12/2023			
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	TRANSPORTATION CORE SERVICE AREA RESOLUTION TO ACCEPT INTO THE COUNTY ROAD SYSTEM A PORTION OF COUNTY-OWNED PROPERTY TO BE SET ASIDE FOR PUBLIC ROAD AND HIGHWAY PURPOSES FOR MULHOLLAND HIGHWAY WEST OF ENCINAL CANYON ROAD IN THE UNINCORPORATED COMMUNITY OF AGOURA (SUPERVISORIAL DISTRICT 3) (3 VOTES)			
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				
COST & FUNDING	<table border="1" style="width: 100%;"> <tr> <td>Total cost: \$10,000</td><td>Funding source: Road Fund (B03)</td></tr> </table>		Total cost: \$10,000	Funding source: Road Fund (B03)
Total cost: \$10,000	Funding source: Road Fund (B03)			
	TERMS (if applicable): Explanation: The set-aside for public road and highway purposes will be funded using a portion of 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.			
PURPOSE OF REQUEST	Public Works is seeking Board approval to set aside a portion of County-owned property for public road and highway purposes for Mulholland Highway west of Encinal Canyon Road in the unincorporated community of Agoura and to accept the set-aside area into the County Road System.			
BACKGROUND (include internal/external issues that may exist including any related motions)	Public Works, on behalf of the County, is requesting this set-aside along Mulholland Highway for construction of a guardrail and to allow for its future maintenance.			
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—To provide for transportation infrastructure improvements, which will improve the quality of life for the residents.			
DEPARTMENTAL CONTACTS	Name, Title, Phone No., and 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

September 12, 2023

IN REPLY PLEASE

REFER TO FILE: **SMP-5**

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

Dear Supervisors:

**TRANSPORTATION CORE SERVICE AREA
RESOLUTION TO ACCEPT INTO THE COUNTY ROAD SYSTEM
A PORTION OF COUNTY-OWNED PROPERTY
TO BE SET ASIDE FOR PUBLIC ROAD AND HIGHWAY PURPOSES
FOR MULHOLLAND HIGHWAY WEST OF ENCINAL CANYON ROAD
IN THE UNINCORPORATED COMMUNITY OF AGOURA
(SUPERVISORIAL DISTRICT 3)
(3 VOTES)**

SUBJECT

Public Works is seeking Board approval to set aside a portion of County-owned property for public road and highway purposes for Mulholland Highway west of Encinal Canyon Road in the unincorporated community of Agoura and to accept the set-aside area into the County Road System.

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. Find that acceptance into the County Road System a portion of County-owned property proposed to be set aside for public road and highway purposes for Mulholland Highway west of Encinal Canyon Road, in the unincorporated community of Agoura, is necessary for public convenience pursuant to Section 941 of the California Streets and Highways Code.

3. Adopt the Resolution to Accept into the County Road System a Portion of County-owned Property to be Set Aside for Public Road and Highway Purposes for Mulholland Highway west of Encinal Canyon Road pursuant to Section 941 of the California Streets and Highways Code.
4. Upon approval, authorize the Director of Public Works or his designee to record the certified original resolution with the Registrar-Recorder/County Clerk.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommended action will find that the project is exempt from the California Environmental Quality Act (CEQA) and will allow the County to set aside a portion of County-owned property for public road and highway purposes for Mulholland Highway west of Encinal Canyon Road, in the unincorporated community of Agoura, and accept it into the County Road System.

Public Works, on behalf of the County, is requesting this set-aside along Mulholland Highway for construction of a guardrail and to allow for its future maintenance.

Implementation of Strategic Plan Goals

These recommendations support the County Strategic Plan: Strategy III.3, Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability, by allowing the County to provide improved infrastructure for the community of Agoura, thereby improving the quality of life for the residents of the area.

FISCAL IMPACT/FINANCING

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

The set-aside for public road and highway purposes will be funded using a portion of 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-Services and Supplies) Fiscal Year 2023-24 Budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The area to be set aside for road purposes contains approximately 5,672± square feet as shown on the enclosed map (Enclosure A).

The County's interest in the set-aside was acquired by Corporation Grant Deed recorded on October 28, 1958, as Document No. 1330, of Official Records, in the Registrar-Recorder/County Clerk.

The area proposed for the set-aside was reviewed by the Fire Department, the Department of Regional Planning, and Public Works. Public Works is requesting the Board of Supervisors to set aside for public road and highway purposes that portion of said property identified in the enclosed "Resolution to Accept into the County Road System a Portion of the County-owned Property to be Set Aside for Public Road and Highway Purposes for Mulholland Highway west of Encinal Canyon Road" (Enclosure B).

The California Streets and Highways Code, Section 941, provides that no public or private road shall become a County highway until and unless the Board of Supervisors, by appropriate resolution, has caused the road to be accepted into the County Road System.

The enclosed Resolution has been approved by County Counsel as to form and it will be recorded. Adoption and subsequent recordation of the Resolution will set aside a portion of County-owned property for public road and highway purposes and accept the set-aside into the County Road System.

ENVIRONMENTAL DOCUMENTATION

The proposed project is exempt from CEQA. The project, which is the set aside of a portion of County-owned property for public road and highway purposes, is within certain classes of projects that have been determined not to have a significant effect on the environment in that it meets the criteria set forth in Sections 15305 and 15321 of the CEQA Guidelines, relating to minor alterations in land use and regulatory actions to enforce use entitlement. 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)

The recommended actions will have no significant impact on current County services or projects.

The Honorable Board of Supervisors
September 12, 2023
Page 4

CONCLUSION

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

Respectfully submitted,

MARK PESTRELLA, PE
Director of Public Works

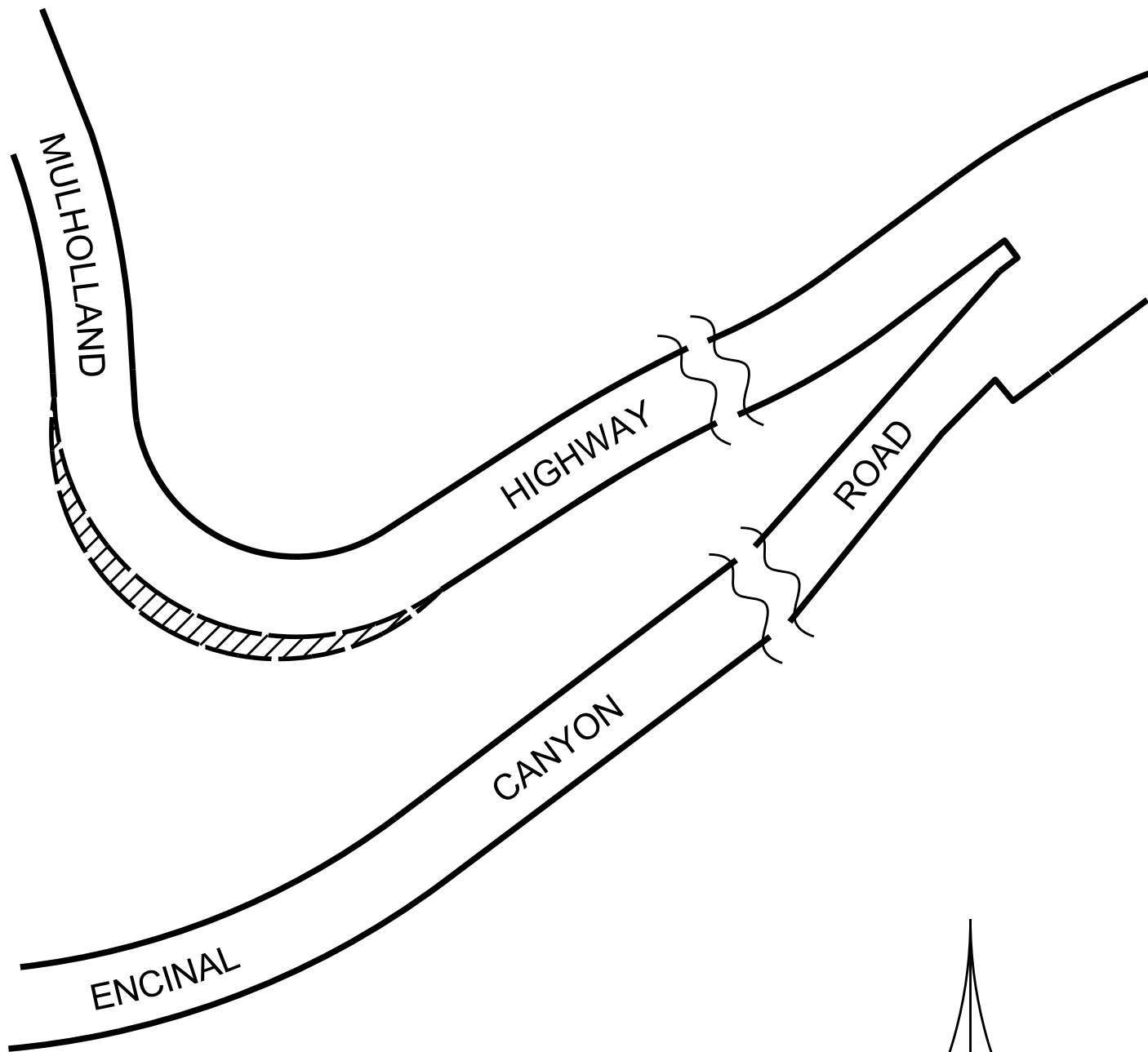
MP:GE:mr

Enclosures

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

Enclosure A

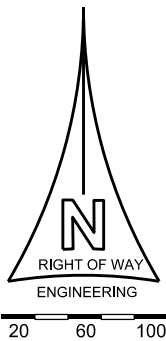
PROPOSED SET- ASIDE OF MULHOLLAND HIGHWAY WEST OF ENCINAL CANYON ROAD



LEGEND



Portion of County property to be Set-Aside
Total Area: 5,672± square feet



Enclosure B

**RESOLUTION TO ACCEPT INTO THE COUNTY ROAD SYSTEM
PORTION OF COUNTY-OWNED PROPERTY TO BE SET ASIDE
FOR PUBLIC ROAD AND HIGHWAY PURPOSES
FOR MULHOLLAND HIGHWAY WEST OF ENCINAL CANYON ROAD**

THE BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES HEREBY
FINDS, DETERMINES, AND RESOLVES AS FOLLOWS:

1. The County of Los Angeles will set aside for public use a portion of County-owned property for public road and highway purposes (hereinafter referred to as set-aside) in, over, and across the real property as legally described in Exhibit A and depicted on Exhibit B, both attached hereto. The set-aside for Mulholland Highway is located in the unincorporated community of Agoura, in the County of Los Angeles, State of California.
2. It is necessary for public convenience that the referenced set-aside be accepted into the County Road System for the construction of a guardrail and its future maintenance pursuant to Section 941 of the California Streets and Highways Code.
3. The above-referenced portion of County-owned property is hereby set aside for public road and highway purposes and shall be known as Mulholland Highway pursuant to Section 941 of the California Streets and Highways Code, as recommended by the Director of Public Works.
4. The Director of Public Works or his designee is authorized to record the certified original resolution with the Registrar-Recorder/County Clerk, at which time the set-aside area shall become an easement for public road and highway purposes.

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The foregoing resolution was adopted on the _____ day of _____, 2023,
by the Board of Supervisors of the County of Los Angeles and ex officio of the governing
body of all other special assessment and taxing districts 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
County Counsel

By  _____
Deputy

EXHIBIT A

Project Name: Mulholland Highway west of Encinal
Canyon Road 15-1SA
File with: **JUVENILE PROBATION CAMP SITE (15)**
A.I.N. 4471-005-900
I.M. 144-017
R.D. 339
S.D. 3
TR33230000

Legal Description

PARCEL NO. 15-1SA (Set-Aside for public road and highway purposes):

That portion of the west half of the southwest quarter of Section 12, Township 1 South, Range 19 West, S.B.M., lying within the following described boundaries:

Commencing at the northerly terminus of that certain course along the centerline of Mulholland Highway, 60-feet-wide, having a bearing and length of South 04°05'05" East 69.81 feet, as shown on County Surveyor's Map No. 8824-13 and described in Road Deed recorded on May 12, 1932, in Book 11507, page 390 of Official Records, in the office of the Registrar-Recorder/County Clerk of the County of Los Angeles; thence South 85°54'55" West 30 feet to a point in the generally westerly sideline of said Mulholland Highway, said point being the **TRUE POINT OF BEGINNING**; thence along said westerly sideline, South 04°05'05" East 69.81 feet to the beginning of a tangent curve concave northeasterly and having a radius of 180 feet; thence southeasterly and easterly, along said curve, through a central angle of 119°18'05", an arc distance of 374.80 feet; thence North 56°36'50" East 142.12 feet to the beginning of a tangent curve concave southeasterly and having a radius of 970 feet; thence southwesterly, along said last-mentioned curve, through a central angle of 01°32'49", an arc distance of 26.19 feet; thence South 55°04'01" West 139.07 feet to the beginning of a tangent curve concave

EXHIBIT A

northeasterly and having a radius of 168 feet; thence westerly, northwesterly, and northerly, along said last-mentioned curve, through a central angle of $123^{\circ}41'09''$, an arc distance of 362.67 feet; thence North $01^{\circ}14'49''$ West 70.88 feet to the beginning of a tangent curve concave westerly and having a radius of 370 feet; thence northerly, along said last-mentioned curve, through a central angle of $02^{\circ}50'16''$, an arc distance of 18.33 feet to the **TRUE POINT OF BEGINNING**.

Containing: 5,672± square feet




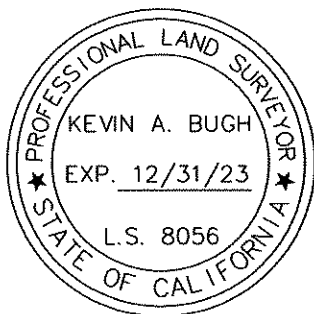
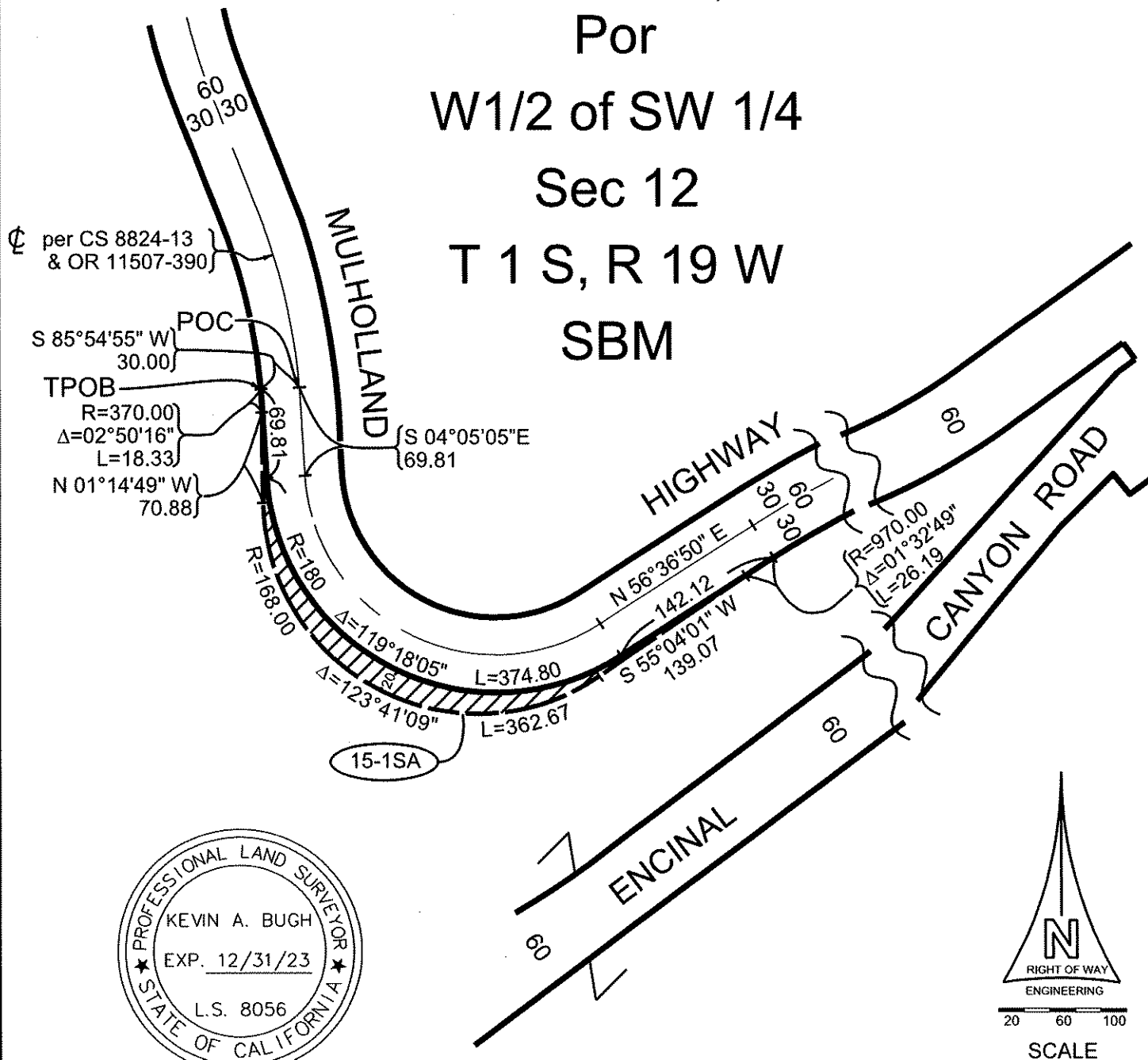
APPROVED AS TO DESCRIPTION	
By: 	_____
LICENSED LAND SURVEYOR	
Survey/Mapping and Property Management Division	
Dated: <u>May 16, 2023</u>	_____

EXHIBIT B

Por
W1/2 of SW 1/4
Sec 12
T 1 S, R 19 W
SBM



BY:

LICENSED SURVEYOR

DATE 5.16.23

ALL IN THE UNINCORPORATED TERRITORY OF THE COUNTY OF LOS ANGELES

LOS ANGELES COUNTY PUBLIC WORKS
SURVEY/MAPPING & PROPERTY MANAGEMENT DIVISION

I.M. 144-017
S.D. 3
R.D. 339

PROJECT NAME
Mulholland Highway
west of Encinal Canyon Road
SET-ASIDE

DATE
05/11/2023

A.I.N.
AIN 4471-005-900

REVISED BY
RVGLOBUS

REVIEWED BY
N. SALAZAR

PROJECT I.D.
MPV000241

PROJECT NO.
TR33230000



SET-ASIDE PORTION
AREA = 5,672± SQUARE FEET

BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	8/16/2023	
BOARD MEETING DATE	9/12/2023	
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	On-Call Traffic Design and Operational Support Services Award Consultant Services Agreements	
PROGRAM	Traffic Safety, Traffic Signal Synchronization, Crossing Guard, Parking Meter, Landscape Maintenance District	
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	Public Works' existing On-Call Traffic Design contract expires February 2024. To avoid a lapse in traffic design services approval of this Board letter is needed by the end of October 2023 to have enough time to execute the On-Call Traffic and Operational Support Services contract and subsequent agreements before the current contract and agreements expire.	
COST & FUNDING	Total cost: \$18,000,000 plus 25 percent supplement (totaling \$22,500,000)	Funding source: Various Public Works Funds (Services and Supplies)
	TERMS (if applicable):	
	Explanation: Various Public Works funds will be used to fund the work completed under these agreements based on the project utilizing the services.	
PURPOSE OF REQUEST	The purpose of the recommendations is to give the Director of Public Works or his designee the authority to execute nine consultant services agreements, authorize additional services, extend the contract expiration as necessary to complete those additional services, supplement the initial \$18,000,000 by up to 25 percent of the original program amount, and administer the agreements.	
BACKGROUND (include internal/external issues that may exist including any related motions)	<ul style="list-style-type: none"> Public Works Transportation Core Service Area utilizes on-call consultants to support County staff in meeting project deadlines. Public Works' existing On-Call Traffic Design contract expires in February 2024. By approving this Board letter, the Board delegates authority to the Director of Public Works or his designee to execute consultant agreements that will allow for the continuation of these support services. 	
EQUITY INDEX OR LENS WAS UTILIZED	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please explain how: As part of the County's ongoing equity efforts, this contract opportunity involved extensive community outreach to local and small business enterprises. The contracts are being awarded in an equitable manner to large, medium, and small size firms.	
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: Environmental Health Oversight and Monitoring because many of the traffic-related projects that these services will support alleviate environmental health threats by reducing greenhouse gas emissions. Sustainability because additional resources to supplement current staff will allow for sustainable work efforts when reaching Board project delivery, grant project delivery, and program task deadlines.	
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

IN REPLY PLEASE
REFER TO FILE:

September 12, 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
ON-CALL TRAFFIC DESIGN AND OPERATIONAL SUPPORT SERVICES
AWARD CONSULTANT SERVICES AGREEMENTS
(ALL SUPERVISORIAL DISTRICTS)
(3 VOTES)**

SUBJECT

Public Works is seeking Board approval to execute nine consultant services agreements to provide On-Call Traffic Design and Operational Support Services for work located throughout the Los Angeles County.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the proposed action is not a project pursuant to the California Environmental Quality Act.
2. Award and delegate authority to the Director of Public Works or his designee to execute consultant services agreements with the following four small-sized firms AGA Engineers, Inc., General Technologies and Solutions LLC, JMDiaz, Inc., and Transportation & Energy Solutions, Inc.; one medium-sized firm Advantec Consulting Engineers, Inc.; and four large-sized firms Iteris,

Inc., Kimley-Horn and Associates, Inc., KOA Corporation, and Willdan Engineering for an aggregate not-to-exceed program amount of \$18,000,000 across all nine agreements for the entire 3-year term plus two 1-year extension options, if exercised. These consultant services agreements will be subject to the additional extension provisions specified below.

3. Delegate authority to the Director of Public Works or his designee for each of the nine agreements to authorize additional services and extend the contract expiration date as necessary to complete those additional services when those additional services are (1) previously unforeseen, (2) related to a previously assigned scope of work on a given project, and (3) are necessary for the completion of that given project.
4. Delegate authority to the Director of Public Works or his designee to supplement the initial not-to-exceed program amount of \$18,000,000 by up to 25 percent of the original program amount based on workload requirements.
5. Delegate authority to the Director of Public Works or his designee to administer the agreements and at the discretion of the Director of Public Works or his designee to exercise the options extending these agreements for the two 1-year extension options based upon project demands and the level of satisfaction with the services provided with no change to the initial not-to-exceed program amount.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS

Approval of the recommended actions will award and authorize the Director or his designee to execute consultant services agreements with nine consultants for On-Call Traffic Design and Operational Support Services due to the large number of projects currently being designed and those anticipated to be designed by Public Works along with the need to meet operational and program management needs while Public Works acquires new positions. These consultant services are used to augment Public Works' staff and expertise to rapidly provide On-Call Traffic Design and Operational Support Services for various infrastructure/horizontal construction projects and programs located throughout the Los Angeles County.

In addition, the recommended consultant services agreements will expand Public Works' ability to deliver any new improvements or renovations to various County projects ranging from roads, landscape architecture, traffic, job order contracts, and utilities.

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 contracting the contractors that have the specialized expertise to provide these services accurately, efficiently, timely, and in a responsive manner.

FISCAL IMPACT/FINANCING

The total aggregate not-to-exceed amount is \$18,000,000 across all nine agreements plus a 25 percent supplement (totaling \$22,500,000) for the initial 3-year term with two 1-year extension options for the recommended nine consultant services agreements. When the 25 percent supplement is exercised by Public Works, a notification will be made to the Board on as-needed basis.

Funding for these services is included in various Public Works funds for Fiscal Year 2023-24 budgets (Services and Supplies). Funding to finance future contract years will be requested through the annual budget process. When the need arises for services under these agreements, financing will be made available from the appropriate Public Works administered funds. Total expenditures for these consultant services will not exceed the amount approved by the Board.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

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

The term of each consultant services agreement shall commence on the date of the full execution of the agreement and shall extend for a period of 3 years from such commencement date, plus two 1-year extension options for each firm for a maximum agreement duration of 5 years. The expiration of each of the consultant services agreements is subject to the following condition: Where services for a given project have been authorized in writing by the County but are not completed by the consultant prior to the stated expiration date, then the expiration date will be automatically extended solely to allow for the completion of such services.

Enclosure A reflects each consultant's minority participation and the Community Business Enterprises participation data.

ENVIRONMENTAL DOCUMENTATION

The proposed action is not a project pursuant to the California Environmental Quality Act (CEQA) because it is an activity that is excluded from the definition of a project by Section 21065 of the California Public Resources Code and Section 15378(b) of the CEQA Guidelines. The proposed action to award On-Call Traffic Design and Operational Support Services is an administrative activity of the government, which will not result in direct or indirect changes to the environment. We will return to the Board as necessary for consideration of appropriate environmental documentation prior to the approval of any activities that constitute a project under CEQA.

CONTRACTING PROCESS

On February 1, 2023, a notice of the Request for Proposals (RFP) was placed on the County's "Doing Business with Los Angeles County" website (Enclosure B) and Public Works' "Do Business with Public Works" website, and advertisements were placed in the Daily Commerce, LA Daily Journal LA Opinion, LA Sentinel, Malibu Times, Pasadena Star News, Press Telegram, The Daily Breeze, The Signal, and Watts Times. In addition, Public Works informed 1,344 Local Small Business Enterprises, 143 Social Enterprises, 687 Community Business Enterprises, and 147 Disabled Veteran Business Enterprises about this business opportunity. Thirty-Five primary firms registered on Public Works website for this RFP.

The RFP allowed firms to compete as primes in one of three categories: small, medium, or large-sized firms. Each firm was requested to certify its own size based on number of personnel for competition with other firms in the same size category. The RFP stated that a total of up to nine firms would be awarded contracts as follows: three small-sized firms (with 25 or fewer personnel), three medium-sized firms (with 26 to 75 personnel), and three large-sized firms (with over 75 personnel).

On March 14, 2023, a total of thirteen proposals were received: seven small-sized firm proposals, one medium-sized firm proposal, and five large-sized firm proposals. The RFP also stated that prior to the award the County reserves the right to increase or decrease the number of selected firms in any size category. Since only one medium-sized firm submitted a proposal, Public Works proposes to equally distribute the remaining contracts for the extra medium-sized firm to the small-sized and large-sized firms.

Evaluation committees consisting of Public Works employees evaluated the proposals based on criteria described in the RFP, including technical expertise, experience, personnel, qualifications, and understanding of the work requirements. Based on the evaluation of the proposals, the following firms were selected without regard to race, creed, color, or gender: four small-sized firms AGA Engineers, Inc., General Technologies and Solutions LLC, JMDiaz, Inc., and Transportation & Energy Solutions, Inc.; one medium-sized firm Advantec Consulting Engineers, Inc.; and four large-sized firms Iteris, Inc., Kimley-Horn and Associates, Inc., KOA Corporation, and Willdan Engineering.

The firms selected represent the best-qualified firms to provide the required services. Public Works has determined that the firms' proposed rates for performing the services are reasonable. Three-year contracting history for the selected firms is on file with Public Works. Public Works notified the union on this solicitation.

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

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

IMPACT ON CURRENT SERVICES (OR PROJECTS)

There will be no impact on current County services or projects as a result of authorizing the recommended consultant services agreements. These consultant services agreements will provide necessary On-Call Traffic Design and Operational Support Services to assist various County projects in an efficient manner, whereby enhancing the delivery of Public Works and County projects.

The Honorable Board of Supervisors
September 12, 2023
Page 6

CONCLUSION

Please return one adopted copy of this Board letter to Public Works, Traffic Safety and Mobility Division.

Respectfully submitted,

MARK PESTRELLA, PE
Director of Public Works

MP:EK:ca

Enclosures

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

SP/TSM/BL/OPS/2023/ON-CALL TRAFF DES & OP SUP BL

**COUNTY OF LOS ANGELES PUBLIC WORKS
CONSULTANTS' UTILIZATION PARTICIPATION FOR
ON-CALL TRAFFIC DESIGN AND OPERATIONAL SUPPORT SERVICES
BRC0000424**

SELECTED FIRMS

Consultant Name (Prime with subcontractors* listed below) - *only subconsultants with Utilization Participation were listed.		Local SBE	SBE	Minority	Women	Dis-advantaged	Disabled Vet	LGBTQQ
SMALL-SIZED BUSINESS CATEGORY								
1	AGA Engineers, Inc.							
	AimTD LLC				X			
	CEJ Engineering, Inc.					X		
	Redwood Resources	X	X			X		
2	General Technologies and Solutions							
	AimTD LLC				X			
	LIN Consulting, Inc.	X	X			X		
3	JMDiaz, Inc.	X	X	X		X		
	Calvada Surveying Inc.			X		X		
	Epic Land Solutions, Inc.	X	X					
	Katherine Padilla & Associates			X	X	X		
4	Transportation & Energy Solutions, Inc.			X		X		
	Economic & Planning Systems, Inc.		X					
MEDIUM-SIZED BUSINESS CATEGORY								
5	Advantec Consulting Engineers	X	X			X		
	Counts Unlimited		X					
	CL Surveying and Mapping		X	X		X		
	CLR Analytics, Inc.		X					
	David Volz Design Landscape Architects		X					
LARGE-SIZED BUSINESS CATEGORY								
6	Iteris, Inc.							
	Architectural Engineering Technology, Inc.				X	X		
	Calvada Surveying Inc.			X		X		
	JMDiaz, Inc.	X	X	X		X		
	Katherine Padilla & Associates			X	X	X		
	PacRim Engineering, Inc.	X	X	X	X	X		
	System Metric Group, Inc.					X		
	UltraSystems Environmental, Inc.	X	X					
7	Kimley-Horn and Associates, Inc.							
	Architectural Engineering Technology, Inc.				X	X		
	JMDiaz, Inc.	X	X	X		X		

Consultant Name (Prime with subcontractors* listed below) - *only subconsultants with Utilization Participation were listed.		Local SBE	SBE	Minority	Women	Dis-advantaged	Disabled Vet	LGBTQQ
8	KOA Corporation							
	AimTD LLC				X			
	CWE		X	X				
	Gruen Associates		X	X				
	Katherine Padilla & Associates			X	X	X		
	KDM Meridian		X					
	NDS	X	X		X			
	UltraSystems Environmental, Inc.							
	Wagner Engineering & Survey, Inc.	X	X					
9	Willdan Engineering							
	Calvada Surveying Inc.			X		X		
	LIN Consulting, Inc.	X	X	X		X		
	McCormic-Busse, Inc.	X	X					
	Wagner Engineering & Survey, Inc.	X	X					
	Wiltec	X	X					

NON-SELECTED FIRMS

SMALL-SIZED BUSINESS CATEGORY		Local SBE	SBE	Minority	Women	Dis-advantaged	Disabled Vet	LGBTQQ
10	Architectural Engineering Technology, Inc.				X	X		
	Counts Unlimited		X					
11	LIN Consulting, Inc.	X	X	X		X		
12	Minagar & Associates, Inc.							
LARGE-SIZED BUSINESS CATEGORY		Local SBE	SBE	Minority	Women	Dis-advantaged	Disabled Vet	LGBTQQ
13	Michael Baker International, Inc.							
	Architectural Engineering Technology, Inc.	X			X	X		
	Counts Unlimited		X					
	LIN Consulting, Inc.	X	X	X		X		

COMMUNITY BUSINESS ENTERPRISE INFORMATION

FIRM INFORMATION	Small-Size Category				Medium-Size Category
	General Technologies and Solutions (GTS) LLC	JMDiaz, Inc.	Transportation & Energy Solutions, Inc.	AGA Engineers, Inc.	Advantec Consulting Engineers, Inc.

BUSINESS STRUCTURE	Limited Liability	Corporation	Corporation	Corporation	Corporation
--------------------	-------------------	-------------	-------------	-------------	-------------

CULTURAL/ETHNIC COMPOSITION		NUMBER / % OF OWNERSHIP				
OWNERS/PARTNERS	Black/African American					
	Hispanic/Latino		18			16
	Asian or Pacific Islander					14
	Native Americans					
	Subcontinent Asian			9	18	
	White	12				11
	Female (included above)	0	0	0	0	9
Total # of Employees		12	18	9	18	41

COUNTY CERTIFICATION					
CBE	N	Y	Y	N	Y
LSBE	N	N	N	N	Y

OTHER CERTIFYING AGENCY	N/A	LACMTA/DGS	Caltrans	N/A	LA County
-------------------------	-----	------------	----------	-----	-----------

FIRM INFORMATION	Large-Size Category			
	Willdan Engineering	Kimley-Horn and Associates, Inc.	KOA Corporation	Iteris, Inc.

BUSINESS STRUCTURE	Corporation	Corporation	Corporation	Corporation
--------------------	-------------	-------------	-------------	-------------

CULTURAL/ETHNIC COMPOSITION		NUMBER / % OF OWNERSHIP			
OWNERS/PARTNERS	Black/African American	N/A	6	N/A	N/A
	Hispanic/Latino	N/A	32	N/A	N/A
	Asian or Pacific Islander	N/A	2	N/A	N/A
	Native Americans	N/A	2	N/A	N/A
	Subcontinent Asian	N/A	32	N/A	N/A
	White	N/A	668	N/A	N/A
	Female (included above)	N/A	151	N/A	N/A
Total # of Employees		541	742	101	465

COUNTY CERTIFICATION				
CBE	N	N	N	N
LSBE	N	N	N	N

OTHER CERTIFYING AGENCY	N/A	N/A	N/A	N/A
-------------------------	-----	-----	-----	-----



(/LACoBids/)

lacounty.gov

[Home \(/LACoBids/\)](#)[Home \(/LACoBids/\)](#) [About Us](#) [Contact Us](#) [FAQ](#) [Privacy Policy](#) [Terms of Service](#)**+ Solicitation Detail**

Solicitation Number:	BRC0000424		
Title:	On-Call Traffic Design and Operational Support Services		
Department:	Public Works		
Bid Type:	Service	Bid Amount:	\$16,000,000.00
Commodity:	CONSULTING SERVICES - TRAFFIC		

Description:

The objective of this solicitation is to select qualified small, medium, and large size firms to provide the requested services. A total of up to *nine on-call contracts will be awarded from this solicitation; 3 small-sized category firms, *3 medium-sized category firms, and *3 large-sized category firm. Each Consultant shall self-certify that it is a small, medium, or large sized business enterprise according to the established criteria on the Business Size Enterprise Category Form 16, provided in the Request for Proposals.

Each selected Consultant will be awarded a contract for an aggregate not-to-exceed Program amount of *\$18,000,000. *See Notice to Proposers B.

The term of the Consultant Services Agreement (Agreement) will be for three years, commencing on the date of full execution of the contract. The County shall have the right, at its sole option, to extend the term of the Agreement for up to two additional one-year terms.

RFP document for the on-call traffic design and operational support services, BRC0000424, may be accessed on Public Works' website, <https://dpw.lacounty.gov/contracts/opportunities.aspx>. We encourage interested proposers to register for the project at Public Works' website to receive automated notification of posted Addendums.

Optional pre-proposal conference meeting will be held on MS Teams on 02/21/23 at 2 p.m. The link for the pre-proposal meeting will be available on Public Works' website on 02/21/23.

Notice to Proposers A, dated 2/27/23

Notice to Proposers B, dated 3/1/23

If you have any questions, please e-mail your questions to the contact person listed below.

Less

Open Day:

2/1/2023

Close Date:

3/14/2023 5:30:00 PM

Contact Name:

Ms. Loydi Nguyen

Contact Phone:

(626) 458-2180

Contact Email:

Lnguyen@dpw.lacounty.gov

Last Changed On:

3/1/2023 1:53:52 PM

**Attachment File (0)
:**

Click here to download attachment files.



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BOARD LETTER CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	8/16/2023	
BOARD MEETING DATE	9/12/2023	
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	Award of Services Contracts for On-Call Operated Heavy Equipment Rental Services Program	
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 contracts have an expiration date of October 26, 2023; however, they will expire upon award and execution of these contracts. The award of these contracts will continue the current services by the recommended contractors, which are the current contractors providing this service.	
COST & FUNDING	Total cost: \$107,250,000	Funding source: Funding for the first year is included in the Fiscal Year 2022-23 Road Fund and Internal Service Fund Budgets. The Flood Control District Fund will reimburse the Internal Service Fund for the costs of these services. Funds to finance the contracts' optional years and 10 percent additional funding for contingencies will be requested through the annual budget process. The total expenditures for these services, however, will not exceed the amount approved by the Board.
	TERMS (if applicable): These contracts will be for a period of 2 years with four 1-year renewal options and a month-to-month extension up to 6 months for a maximum potential program term of 78 months.	
	Explanation: N/A	
PURPOSE OF REQUEST	Public Works is seeking Board approval to award four services contracts to Gonzales Tractor Service, Inc.; Kip Construction Services, Inc.; ISCO Machinery, Inc.; and Northwest Excavating, Inc., for on-call operated heavy equipment rental services throughout the County of Los Angeles.	
BACKGROUND (include internal/external issues that may exist including any related motions)	The work requires certified, skilled, and licensed operators to utilize specialized heavy equipment that are possessed by the recommended contractors to support and assist County forces in performing dirt, mud, vegetation, and brush clearing; and other debris removal operations necessary to maintain flood channels, debris basins, and road right of ways, as well as are impacted by wildland fires where major debris flows occur and exceed Public Works' resources of available operators and equipment. The work to be performed will consist of providing on-call and emergency operated heavy equipment rental services at various jobsites and projects throughout the County of Los Angeles.	

EQUITY INDEX OR LENS WAS UTILIZED	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please explain how: Public Works notifies over 25,000 subscribers in our "Do Business with Public Works" website on every contract solicitation. Public Works also notifies all small businesses registered with the Department of Economic Opportunity and advertise in regional and small newspapers in each supervisorial district. Public Works follows Federal contracting laws, where applicable, State laws, Public Contract Code, and all Board contracting policies.
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<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. 7, Sustainability (Adopted in 2019). Providing resources to maintain County roads, bridges, channels, basins, and other transportation infrastructure. This is vital for our constituents to be safe within their communities and to keep within the County's vision to a healthier, more livable, economically stronger, equitable, and more resilient County.
DEPARTMENTAL CONTACTS	Name, Title, Phone # & E-mail: Coby Skye, Deputy Director, (626) 458-4016, cell (562) 212-9500, cskye@pw.lacounty.gov



MARK PESTRELLA, Director

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

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

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

September 12, 2023

IN REPLY PLEASE

REFER TO FILE:

FLT-0

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

Dear Supervisors:

**SERVICES CONTRACT
ENVIRONMENTAL SERVICES CORE SERVICE AREA
AWARD OF SERVICES CONTRACTS
ON-CALL OPERATED HEAVY EQUIPMENT RENTAL SERVICES PROGRAM
(ALL SUPERVISORIAL DISTRICTS)
(3 VOTES)**

SUBJECT

Public Works is seeking Board approval to award four services contracts to Gonzales Tractor Service, Inc.; Kip Construction Services, Inc.; ISCO Machinery, Inc.; and Northwest Excavating, Inc., for on-call operated heavy equipment rental services throughout the County of Los Angeles.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the contract work is not a project pursuant to the California Environmental Quality Act for the reasons stated in this Board letter and in the record of the project.
2. Award four contracts for the on-call operated heavy equipment rental services program to Gonzales Tractor Service, Inc.; Kip Construction Services, Inc.; ISCO Machinery, Inc.; and Northwest Excavating, Inc. These services contracts will be for a term of 2 years with four 1-year renewal options and a month-to-month extension up to 6 months for a maximum potential program term of 78 months and a maximum potential aggregate program sum of \$107,250,000.

3. Delegate authority to the Director of Public Works or his designee to execute these contracts; to renew these contracts for each additional renewal option and extension period if, in the opinion of the Director of Public Works or his designee, Gonzales Tractor Service, Inc.; Kip Construction Services, Inc.; ISCO Machinery, Inc.; and Northwest Excavating, Inc., have successfully performed during the previous contract period, and the services are still required; to approve and execute amendments to incorporate necessary changes within the scope of work; and to suspend work if it is in the best interest of the County to do so.
4. Delegate authority to the Director of Public Works or his designee to annually increase the program amount up to an additional 10 percent of the annual program sum for contingencies, which is included in the maximum potential aggregate program sum for unforeseen additional work within the scope of the contract, if required.
5. Delegate authority to the Director of Public Works or his designee to extend the expiration date to allow for completion of services when those services are directly related to a previously assigned scope of work on a given project, and necessary for the completion of that given project.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommended action will award services contracts to Gonzales Tractor Service, Inc.; Kip Construction Services, Inc.; ISCO Machinery, Inc.; and Northwest Excavating, Inc., to provide on-call and emergency-operated heavy equipment rental services at various jobsites and projects throughout the County of Los Angeles. The work to be performed requires licensed personnel operating specialized equipment to respond to and assist County forces performing dirt, mud, vegetation, and brush clearing; and other debris removal operations necessary to maintain flood channels, debris basins, and road right of ways, as well as areas impacted by wildland fires where major debris flows occur and exceed Public Works' resources of available operators and equipment.

The current contracts are extended for a period not to exceed 180 days and have an expiration date of October 26, 2023; however, they will expire upon award and execution of these contracts. The award of these contracts will continue the current services by the recommended contractors, which are the current contractors providing this service.

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 providing the equipment necessary to maintain

the County's roads, bridges, facilities, channels, basins, and other transportation infrastructure assets by contracting with the contractors that have the specialized expertise to provide these services accurately, efficiently, timely, and in a responsive manner.

FISCAL IMPACT/FINANCING

There will be no impact to the County General Fund.

The annual program amount for these contracts is \$15,000,000. The maximum potential aggregate program sum is \$107,250,000 for the total maximum program period of 78 months, which includes 10 percent of the annual program sum for unforeseen additional work within the scope of the contracts. Any unused authorized amounts up to 25 percent from the previous program term amount will roll over into subsequent renewal terms. Total annual expenditures for these services, however, will not exceed the maximum potential program sum approved by the Board. This amount is based on Public Works' estimated annual utilization of the contractors' services.

Funding for the first year is included in the Internal Service Fund (B04 - Services and Supplies) and Road Fund (B03 - Services and Supplies) Fiscal Year 2023-24 Budgets. The Flood Control District Fund will reimburse the Internal Service Fund for the costs of these services. Funds to finance these contracts' optional years and 10 percent additional funding for contingencies will be requested through the annual budget process. The total expenditures for these services, however, will not exceed the amount approved by the Board.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The four recommended contractors are Gonzales Tractor Service, Inc., located in Norco, California; Kip Construction Services, Inc., located in Santa Clarita, California; ISCO Machinery, Inc., located in Acton, California; and Northwest Excavating, Inc., located in Northridge, California. These contracts' initial term shall commence upon the Board's approval and execution by both parties and ending on September 30, 2025. With the Board's delegated authority, the Director of Public Works or his designee may renew these contracts for four 1-year renewal options and a month-to-month extension up to 6 months for a total maximum potential program term of 78 months. Where services for a given project have been authorized in writing by the County but are not completed by the contractor prior to the stated expiration date, the expiration date will be extended solely to allow for the completion of such services.

County Counsel will review the enclosed contract as to form (Enclosure A) prior to approval. The recommended contracts were solicited on an open-competitive basis and are 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. The enclosed spreadsheet (Enclosure B) reflects the proposers' utilization participation and community business enterprise program information. Data regarding the proposers' minority participation is on file with Public Works. The contractors were selected upon final analysis and consideration without regard to race, creed, gender, or color.

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

ENVIRONMENTAL DOCUMENTATION

In accordance with Section 21065 of the California Public Resources Code and Section 15378(b) of the California Environmental Quality Act (CEQA) Guidelines, approval of the recommended actions does not constitute a project. The award of contracts for on-call operated heavy equipment rental services is an organizational and administrative activity of government that will not result in direct or indirect changes in the environment and hence, is not subject to CEQA. The services to be provided by the contractors will supplement County staff for approved projects for which the County has made the requisite environmental finding under CEQA.

CONTRACTING PROCESS

On September 7, 2022, the enclosed notice of the Request for Proposals was placed on the County's "Doing Business with the County" website (Enclosure C), "Do Business with Public Works" website, Twitter, and advertisements were placed in the *Los Angeles Daily Journal*, *Los Angeles Sentinel*, *La Opinión*, *The Daily Breeze*, *The Signal (Santa Clarita)*, *World Journal*, *Watts Times*, *Malibu Times*, *Press Telegram*, and *Pasadena Star News*. Public Works also informed 1,458 Local Small Business Enterprises; 166 Disabled Veteran Business Enterprises; 160 Social Enterprises; 876 Community Business Enterprises; and 287 independent contractors, various business development centers, and municipalities about this business opportunity.

On October 11, 2022, six proposals were received. The proposals were first reviewed to ensure they met the mandatory requirements outlined in the Request for Proposals. One proposal was disqualified for failing to meet these requirements. The five remaining proposals were then evaluated by an evaluation committee consisting of Public Works staff utilizing the informed averaging methodology for applicable criteria, which included the price, experience, work plan, and references. Based on this evaluation, one of the five proposals did not receive a score equal to or above the program's minimum passing score and was ineligible to be awarded a contract. The remaining four proposals received passing scores and it is recommended that these contracts be awarded to these four highest rated, apparent responsive, and responsible proposers, Gonzales Tractor Service, Inc., located in Norco, California; Kip Construction Services, Inc., located in Santa Clarita, California; ISCO Machinery, Inc., located in Acton, California; and Northwest Excavating, Inc., located in Northridge, California.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The award of these contracts will continue the services without disruption to the public and will not result in the displacement of any County employees as these services are presently contracted with the private sector.

CONCLUSION

Please return one adopted copy of this Board letter to Public Works, Fleet Management Division.

Respectfully submitted,

MARK PESTRELLA, PE
Director of Public Works

MP:RS:sh

Enclosures

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

AGREEMENT FOR
ON-CALL OPERATED HEAVY EQUIPMENT RENTAL
SERVICES PROGRAM (BRC0000351)

THIS AGREEMENT, made and entered into this _____ day of _____, 2023, by and between the COUNTY OF LOS ANGELES, a subdivision of the State of California, a body corporate and politic (hereinafter referred to as COUNTY) and [Name of CONTRACTOR], a [State of Incorporation] [Form of Entity], located at [Full Address of the Contractor] (hereinafter referred to as CONTRACTOR). COUNTY and CONTRACTOR are each a Party and collectively referred to as the Parties.

WITNESSETH

FIRST: The CONTRACTOR, for the consideration hereinafter set forth and the acceptance by the Board of Supervisors of said COUNTY of the CONTRACTOR'S Proposal filed with the COUNTY on October 11, 2022, hereby agrees to provide services as described in this Contract for On-Call Operated Heavy Equipment Rental Services Program.

SECOND: This AGREEMENT, together with Exhibit A, Scope of Work; Exhibit A.1, Schedule of Prices (Form PW-2); Exhibit B, Service Contract General Requirements; Exhibit C, Internal Revenue Service Notice 1015; Exhibit D, Safely Surrendered Baby Law Posters; Exhibit E, Defaulted Property Tax Reduction Program; Exhibit F, Performance Requirements Summary; Exhibit G, Sample Performance Bond; Exhibit H, Sample Payment Bond; and the CONTRACTOR'S Proposal, all attached hereto; the Request for Proposals; and Addenda to the Request for Proposals, all of which are incorporated herein by reference, are agreed by the COUNTY and the CONTRACTOR to constitute the Contract.

THIRD: The COUNTY agrees, in consideration of satisfactory performance of the foregoing services in strict accordance with the Contract specifications to the satisfaction of the Director, to pay the CONTRACTOR pursuant to the Schedule of Prices set forth in the Proposal and attached hereto as Form PW-2. In no event will the COUNTY pay any and all Contractors providing service under this Program an aggregate annual amount in excess of \$15,000,000 or such greater amount as the Board may approve (Maximum Program Sum).

FOURTH: When Public Works identifies work to be performed, the CONTRACTOR selection for work will be based on the CONTRACTOR'S ranking and established availability in accordance with the criteria outlined in Part I, Section 4.E, Evaluation Criteria, of the Request for Proposals. Based on your firm's final score, your firm has been ranked ____ out of _____. The COUNTY will offer work to all CONTRACTORS on a rotating sequence, beginning with the highest evaluated CONTRACTOR in accordance with Exhibit A, Section G, Assignment of Work. In the event the selected CONTRACTOR is not available or cannot perform the work within the COUNTY'S time frame, the COUNTY will then offer the work to the next CONTRACTOR in the rotation.

This process will be repeated with the remaining CONTRACTORS until a CONTRACTOR is found to be available and capable to accomplish the work. Once a CONTRACTOR has been offered an assignment, that CONTRACTOR is then rotated to the end of the rotation, whether the offer was accepted or not. The CONTRACTOR will only be contacted again for work after each remaining CONTRACTOR on the list has, in order, been given an opportunity for the next work request. Notwithstanding the foregoing, the Parties understand and agree that this Contract is nonexclusive, the COUNTY may enter into other Contracts for the performance of the same or similar services, and the CONTRACTOR is not entitled to or guaranteed the assignment of any work hereunder.

FIFTH: This Contract's initial term shall commence upon Board's approval and execution of this Agreement by the Parties, for a period of 2 years with the initial contract term expiring on September 30, 2025. The COUNTY shall have the sole option to renew this Contract term for up to four additional 1-year renewal options and one month-to-month extension, not to exceed 6 months, for a total potential Contract term of 6 years and 6 months. Each option term shall be exercised at the sole discretion of the COUNTY. The COUNTY, acting through the Director, may give a written notice of intent to renew this Contract at least 10 days prior to the end of each term. At the sole discretion of the COUNTY, in lieu of renewing the Contract for the full 1 year, this Contract may be renewed on a month-to-month basis, upon written notice to the CONTRACTOR at least 10 days prior to the end of a term. The Director may extend the contract expiration date as necessary to complete services requested prior to contract expiration if the COUNTY authorized the CONTRACTOR in writing to perform services on a given project prior to the stated expiration date, but thereafter such services are not completed by the stated expiration date, then the expiration date may be extended at the sole discretion of the COUNTY solely to allow for the completion of such services. Further, in accordance with Section 2.A.3 of Exhibit B, Service Contract General Requirements, the COUNTY may, at its sole discretion, authorize extensions of time to the Contract's term, to the extent that extensions of time for Contractor performance do not impact either scope or amount of this Contract, provided the aggregate of all such extensions during the life of this Contract will not exceed 180 days. The Director will provide a written notice of nonrenewal at least 10 days before the last day of any term, in which case this Contract will expire as of midnight on the last day of that term. Where all option years have been exercised, the Director will not provide a written notice of nonrenewal.

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

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

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

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

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

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

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

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

THIRTEENTH: The CONTRACTOR shall provide a faithful performance bond, substantially in the form attached as Exhibit G, as required in a sum not less than \$150,000 payable to the COUNTY OF LOS ANGELES, executed by a corporate surety admitted to transact business as a surety insurer in the State of California (or by the surety's agent with a notarized copy of power of attorney). The admitted surety and its agent shall have sufficient bonding limitations to provide bonds in the amount required by this Contract. The bond shall be conditioned upon faithful performance of the terms and conditions of this Contract by CONTRACTOR in a manner that is satisfactory and acceptable to the COUNTY. If necessary, the bond shall be renewed in a timely manner to provide for continuing liability in the above amount notwithstanding any payment or recovery thereon. Subject to COUNTY conditions and approval, a Certificate of Deposit or an irrevocable Letter of Credit payable to the COUNTY OF LOS ANGELES upon demand and in a sum not less than \$150,000 may be acceptable. Failure by the CONTRACTOR to maintain the required security shall constitute a material breach of contract upon which the COUNTY may immediately terminate or suspend this Contract. The CONTRACTOR shall pay all security premiums, costs and incidentals required to maintain the security during the entire contract term, including renewals.

FOURTEENTH: The CONTRACTOR shall provide a payment bond, substantially in the form attached as Exhibit H, as required in a sum not less than \$150,000 payable to the COUNTY OF LOS ANGELES, executed by a corporate surety admitted to transact business as a surety insurer in the State of California (or by the surety's agent with a

notarized copy of power of attorney). The admitted surety and its agent shall have sufficient bonding limitations to provide bonds in the amount required by this Contract. The bond shall be in a form that is satisfactory and acceptable to the COUNTY and shall be conditioned upon payment to all subcontractors, material suppliers, and laborers for equipment, materials and work performed under this Contract. The bond shall be maintained to provide for continuing liability in the above amount, including timely renewals, notwithstanding any payment or recovery thereon. A Certificate of Deposit, an irrevocable Letter of Credit, Certified Check, or Cashier's Check payable to the COUNTY OF LOS ANGELES upon demand and in a sum not less than \$150,000 may be substituted for a payment bond at the sole absolute discretion of the COUNTY. CONTRACTOR shall maintain coverage in effect until all claims for materials and work are satisfied and shall otherwise comply with applicable law. Failure by the CONTRACTOR to maintain the required security shall constitute a material breach of contract upon which the COUNTY may immediately terminate or suspend this Contract. The CONTRACTOR shall pay all security premiums, costs, and incidentals required to maintain the security during the entire Contract term, including renewals.

FIFTEENTH: This Contract constitutes the entire agreement between the COUNTY and the CONTRACTOR with respect to the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings. This CONTRACT may be signed by the Parties hereto in separate counterparts, including both counterparts that are executed on paper and counterparts that are in the form of electronic signatures. Electronic signatures include facsimile or e-mail electronic signatures. Each executed counterpart shall be deemed an original. All counterparts, taken together, constitute the executed Agreement.

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

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

COUNTY OF LOS ANGELES

By _____
Director of Public Works

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By _____
Deputy

By _____
Type/Print Name

[NAME OF CONTRACTOR]

By _____
Its President

Type/Print Name

By _____
Its Secretary

Type/Print Name

Agenda Date: 9/12/2023

ENCLOSURE B

**PROPOSERS' UTILIZATION PARTICIPATION AND COMMUNITY BUSINESS ENTERPRISE PROGRAM INFORMATION FOR
ON-CALL OPERATED HEAVY EQUIPMENT RENTAL SERVICES PROGRAM**

SELECTED FIRMS

Small-Sized Business Category Proposer Name	Local SBE	SBE	Minority	Women	Disadvantaged	DisabledVet	LGBTQQ
Gonzales Tractor Service, Inc.	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Kip Construction Services, Inc.	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Medium-Sized Business Category Proposer Name							
Isco Machinery, Inc.	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Northwest Excavating, Inc.	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Large-Sized Business Category Proposer Name							
None							

Solicitation Detail

Solicitation Number:	BRC0000351		
Title:	On-Call Operated Heavy Equipment Rental Services Program (BRC0000351)		
Department:	Public Works		
Bid Type:	Service	Bid Amount:	\$15,000,000.00
Commodity:	CONSTRUCTION EQUIPMENT RENTAL OR LEASE (NOT OTHERWISE CLASSIFIED)		
Description:	<p>PLEASE TAKE NOTICE that Public Works requests proposals for the On-Call Operated Heavy Equipment Rental Services Program (BRC0000351). This Program has been designed to have a potential maximum Program term of 6 years, consisting of an initial 2-year term and four potential additional 1-year renewal options. The total annual Program amount of this service is estimated to be \$15,000,000. The Request for Proposals (RFP) with contract specifications, forms, and instructions for preparing and submitting proposals may be accessed at http://pw.lacounty.gov/brcd/servicecontracts/ or may be requested from Messrs. Danny Medina at (626) 458-4080 or dmedina@pw.lacounty.gov or Jairo Flores at (626) 458 4069 or jflores@pw.lacounty.gov, Monday through Thursday, 7 a.m. to 5 p.m.</p> <p>Note: The County may award multiple contracts for this Program. Each proposer whose proposal meets the minimum mandatory requirements and receives a preliminary score of no less than 50 points in accordance with the evaluation criteria set forth herein, may be awarded a contract. Awardees will be ranked from highest to lowest based on their proposal scoring. The assignment of work will be on a rotation sequence in accordance with Exhibit A, Scope of Work, Section G, Assignment of Work, on page A.4.</p> <p>PLEASE CHECK THE WEBSITE FREQUENTLY FOR ANY CHANGES TO THIS SOLICITATION. ALL ADDENDA AND INFORMATIONAL UPDATES WILL BE POSTED AT http://pw.lacounty.gov/brcd/servicecontracts.</p> <p>"Do Business with Public Works" Website Registration</p> <p>All interested proposers for this RFP are strongly encouraged to register at http://pw.lacounty.gov/general/contracts/opportunities/. Only those firms registered for this RFP through the website will receive automatic notification when any update to this RFP is made. The County does not have an obligation to notify any proposers other than through the Public Works website's automatic notification system.</p> <p>Doing Business with Local Small Business Enterprise, Disabled Veteran Business Enterprise, and Social Enterprise</p> <p>The County strongly encourages participation from firms, primes, and subcontractors, which are certified in the County's Local Small Business Enterprise (LSBE), Disabled Veteran Business Enterprise (DVBE), and Social Enterprise (SE) Preference Programs. The County's LSBE, DVBE, and SE Preference Programs require firms to complete a certification process to receive certain benefits allowed only for LSBE, DVBE, and SE, such as a 15 percent price preference, not to exceed \$150,000, when applicable, and LSBE Prompt Payment Program. The following link provides additional information on being County certified LSBE, DVBE, and SE: http://dcba.lacounty.gov.</p> <p>Minimum Mandatory Requirements: At the time of proposal submission, proposers must meet all minimum requirements set forth in the RFP document including, but not limited to:</p> <ol style="list-style-type: none"> 1. Proposer must have a minimum of 5 years of experience providing operated heavy equipment rentals. Subcontractors will not be allowed to fulfill this requirement. 2. Proposer must have at least 15 of the 21 equipment items listed on Form PW 2, Schedule of Prices, and must provide pricing for each of the 21 equipment items listed. No more than six of the equipment items listed on Form PW 2, Schedule of Prices, may be provided by subcontractor(s). 3. Proposer and its subcontractor(s), if any, must submit proof of a valid and active State of California Department of Industrial Relations Public Works Contractor Registration pursuant to Labor Code 1725.5. Pending registrations will not be accepted. The contracted work in this RFP constitutes "public works" as defined in the California Labor Code Section 1720, requiring payment of prevailing wages pursuant to Section 14, Prevailing Wages, of the RFP. Proposer and its subcontractors performing prevailing wage work must submit proof of a valid and active State of California Department of Industrial Relations Public Works Contractor Registration pursuant to Labor Code 1725.5. Pending registrations will not be accepted. <p>IMPORTANT: Be advised Performance Bond and Payment Bond will be required:</p> <ol style="list-style-type: none"> 1. If awarded this contract, the proposer must have the ability to provide a faithful performance bond in the sum of not less than \$150,000 as specified in Part I, Section 2.A.11, Insurance and Bonds; Part II, Sample Agreement; Exhibit F, Performance Requirements Summary; and Exhibit G, Sample Bond for Faithful Performance. 2. If awarded this contract, the proposer must also have the ability to provide a faithful payment bond in the sum of not less than \$150,000 as specified in Part I, Section 2.A.11, Insurance and Bonds; Part II, Sample Agreement; Exhibit F, Performance Requirements Summary; and Exhibit H, Sample Payment Bond. <p>There will be no proposers conference or walk-through for this solicitation. The deadline to submit written questions for a response is Thursday, September 22, 2022, by or before 5:30 p.m. Please direct your questions to Messrs. Medina at (626) 458 4080 or Flores at (626) 458 4069.</p> <p>The deadline to submit proposals is Tuesday, October 4, 2022, at 5:30 p.m.</p> <p>IMPORTANT NOTICE:</p> <p>Submission of proposals will only be accepted electronically using BidExpress or electronic proposals via Universal Serial Bus (USB) drive or compact disk to the Cashier's Office at Public Works Headquarters located on the Mezzanine Floor, 900 South Fremont Avenue, Alhambra, California 91803. Submission of hard copy proposals will not be accepted.</p> <p>Electronic Submission of Proposals:</p> <p>In lieu of submitting electronic proposals to the cashier's office, you may submit proposals electronically on www.bidexpress.com, a secure online bidding service website. To submit your proposals electronically, register with BidExpress, by the due date above. A new registration page must be signed, notarized, and received by BidExpress Customer Support for processing before the due date. There is a nominal service fee to use BidExpress.</p> <p>Please note, each upload of file in BidExpress is limited to 10 MB per file up to 50 files for a total of 500 MB. Proposers shall plan ahead and allow sufficient time to account for the file size limitation before the proposal submission deadline to complete the uploading of proposal files. If proposer submits a proposal through BidExpress, proposer should not send hard copies, compact disks, or any other materials to the County via mail. Proposals received after the closing date and time specified in this RFP will be rejected by Public Works as nonresponsive.</p>		
Open Day:	9/7/2022	Close Date:	10/4/2022 5:30:00 PM
Contact Name:	Danny Medina	Contact Phone:	(626) 458-4080
Contact Email:	dmedina@pw.lacounty.gov		
Last Changed On:	9/7/2022 1:46:43 PM		
Attachment File (0) :	Click here to download attachment files.		

Less

BOARD LETTER CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	8/16/2023	
BOARD MEETING DATE	9/12/2023	
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	Funding Supplement and Amendment to the On-Call Haul Truck Services Program	
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	None	
COST & FUNDING	Total cost: \$21,450,000	Funding source: Funding for this additional amount has been identified in the Road Fund (B03 - Services and Supplies) and Internal Service Fund (B04 - Services and Supplies) Fiscal Year 2023-24 Budgets. The Internal Service Fund will be reimbursed by the Flood Control District Fund (B07). Funding for subsequent renewal option years, including the 10 percent additional funding for contingencies, will be requested through the annual budget process.
	TERMS (if applicable): The contracts under the program are for a period of 1 year with three 1-year renewal options and a month-to-month extension up to 6 months for a maximum potential contract term of 54 months.	
	Explanation: N/A	
PURPOSE OF REQUEST	Public Works is seeking Board approval to supplement the On-Call Haul Truck Services Program for five services contracts with the following contractors: MAD Transportation, Inc.; April's Dispatch, LLC.; Titan Disposal Company, Inc.; PRS Logistics, Inc.; and Miranda Logistics Enterprise, Inc.; and to the following five Local Small Business Enterprises: Reynaga Transportation Inc.; T&M Projects, Inc.; dba T&M Construction; ABT Transport and Equipment, Inc.; L.A.C. Motor Enterprises, Inc.; and L. Curti Truck and Equipment.	
BACKGROUND (include internal/external issues that may exist including any related motions)	On November 1, 2022, the Board approved the award of ten services contracts for the Agenda Item 63, On-Call Haul Truck Services Program, authorizing an annual program sum of \$10 million and a maximum potential program sum of \$49.5 million (including 10 percent contingency). The contracts under the program are for an initial 1-year period with three 1-year renewal options and a month-to-month extension up to 6 months for a total contract period of 54 months. The program is currently in its initial term (November 1, 2022-October 31, 2023).	

	<p>During the first months of the program, there were multiple major storm events that required the removal of sediment and debris from multiple debris basins. Major road repairs required hauling of mud and fire debris from channels and paving/asphalt material to repair roads. Public Works is not equipped with the workforce and trucks necessary to meet the very high demand of unforeseen haul truck requests due to major storms. Compared to previous years, Public Works was involved with major road repairs and basins, dams, and channel debris clearing and hauling. Public Works is continuing with the storm clean out and will be starting storm preparation at basins and sediment placement sites.</p> <p>Supplementing the funding is necessary to increase the program's capacity to address future cleanout jobs required to maintain Public Works' facilities in good working condition. Therefore, we are requesting the Board to increase the capacity of the initial term by \$9 million and the first, second, and third optional terms by \$3 million, which will increase the overall maximum potential program amount from \$49.5 million to \$70.95 million, including 10 percent contingency (Enclosure A).</p>
EQUITY INDEX OR LENS WAS UTILIZED	<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please explain how:</p> <p>This is a supplemental and an amendment to an existing program. However, on every solicitation, Public Works notifies over 25,000 subscribers in our "Do Business with Public Works" website. Public Works also notifies all small businesses registered with the Department of Economic Opportunity and advertise in regional and small newspapers in each supervisorial district. Public Works follows Federal contracting laws where applicable State laws, Public Contract Code, and all Board contracting policies.</p>
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please state which one(s) and explain how:</p> <p>These recommendations support Board Priorities No. 4, Environmental Health, and No. 7, Sustainability. These contracts will ensure that our field facilities are maintained and cleaned by removing debris, trash, and material from Public Works' facilities.</p>
DEPARTMENTAL CONTACTS	<p>Name, Title, Phone # & Email: Coby Skye, Deputy Director, (626) 458-4016, cell (562) 212-9500, cskye@pw.lacounty.gov</p>



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

September 12, 2023

IN REPLY PLEASE

REFER TO FILE:

FLT-0

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:

**SERVICES CONTRACT
ENVIRONMENTAL SERVICES CORE SERVICE AREA
FUNDING SUPPLEMENT AND AMENDMENT FOR
ON-CALL HAUL TRUCK SERVICES PROGRAM
(ALL SUPERVISORIAL DISTRICTS)
(3 VOTES)**

SUBJECT

Public Works is seeking Board approval to supplement and amend the On-Call Haul Truck Services Program.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the services are categorically exempt from the provisions of the California Environmental Quality Act for the reasons stated in this Board letter.
2. Approve the funding supplement of \$21,450,000 to the On-Call Haul Truck Services Program for five services contracts with the following contractors: MAD Transportation, Inc.; April's Dispatch, LLC.; Titan Disposal Company, Inc.; PRS Logistics, Inc.; and Miranda Logistics Enterprise, Inc.; and for the following five Local Small Business Enterprises: Reynaga Transportation, Inc.; T&M Projects, Inc., dba T&M Construction; ABT Transport and Equipment, Inc.; L.A.C. Motor Enterprises, Inc.; and L. Curti Truck and Equipment to increase the current annual program sum from \$10 million to \$19 million.

3. Approve increasing the annual program sum for the first, second, and third subsequent renewal option years from \$10 million to \$13 million each year.
4. Delegate authority to the Director of Public Works or his designee to annually increase the program amount up to an additional 10 percent of the program sum for unforeseen additional work within the scope of the contracts, if required.
5. Delegate authority to the Director of Public Works or his designee to execute amendments for each of the ten contracts to extend the expiration date to allow for completion of services when those services are related to a previously assigned scope of work on a given project and necessary for the completion of that given project.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On November 1, 2022, the Board approved the award of ten services contracts for Agenda Item 63, the On-Call Haul Truck Services Program, authorizing an annual program sum of \$10 million and a maximum potential program sum of \$49.5 million (including 10 percent contingency). The contracts under the program are for an initial 1-year period with three 1-year renewal options and a month-to-month extension up to 6 months for a total contract period of 54 months. The program is currently in its initial term (November 1, 2022 - October 31, 2023).

During the first months of the program, there were multiple major storm events that required the removal of sediment and debris from multiple debris basins. Major road repairs required hauling of mud and fire debris from channels and paving/asphalt material to repair roads. Public Works requires additional resources to meet the very high demand of unforeseen haul truck requests due to major storms. Compared to previous years, Public Works was involved with major road repairs and basins, dams, and channel debris clearing and hauling. Public Works is continuing with the storm clean out and will be starting storm preparation at basins and sediment placement sites.

Supplementing the funding is necessary to increase the program's capacity to address future cleanout jobs required to maintain Public Works' facilities in good working condition. Therefore, we are requesting the Board to increase the capacity of the initial term by \$9 million and the first, second, and third optional terms by \$3 million. This will increase the overall maximum potential program amount from \$49.5 million to \$70.95 million, including 10 percent contingency, as shown on the enclosed supplemental amount breakdown.

Implementation of Strategic Plan Goals

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

FISCAL IMPACT/FINANCING

There will be no impact to the County General Fund.

The program is currently in its initial year. The recommended additional funding supplement of \$21.45 million will increase the program's current initial term amount by \$9 million, increasing the program's current initial term amount from \$10 million to \$19 million; increasing the subsequent first, second, and third renewal option years by \$3 million, from \$10 million to \$13 million, each year; increasing the month-to-month extension amount by \$1.5 million, from \$5 million to \$6.5 million; plus 10 percent of the annual aggregate program sum for additional work within the scope of the contracts. Any unused authorized amounts up to 25 percent from the previous contract terms will roll over into subsequent renewal terms. The supplemental amount is based on Public Works' estimated annual utilization of the contractors' services.

The contracts under the program are for an initial 1-year period with three 1-year renewal options and a month-to-month extension up to 6 months for a total contract period of 54 months.

Funding for this additional amount has been identified in the Road Fund (B03 - Services and Supplies) and Internal Service Fund (B04 - Services and Supplies) Fiscal Year 2023-24 Budgets. The Internal Service Fund will be reimbursed by the Flood Control District Fund (B07). Funding for subsequent renewal option years, including the 10 percent additional funding for contingencies, will be requested through the annual budget process.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The contracts currently have a firm termination date. Under the proposed amendments to the ten contracts, the termination date of the contract will be extended automatically under the following condition: where services for a given project have been authorized in writing by the County but are not completed by the contractor prior to the stated expiration date; the expiration date will be extended solely to allow for the completion of such services. Public Works will execute the amendments in accordance with the Board's

authorization and only upon approval as to form by County Counsel and execution by the contractor.

ENVIRONMENTAL DOCUMENTATION

These services continue to be categorically exempt from the provisions of the CEQA. These services are 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 15301(c) of the CEQA Guidelines.

CONTRACTING PROCESS

On November 1, 2022, the Board approved the award of the contracts to the ten contractors to perform on-call haul truck services.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

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

CONCLUSION

Please return one adopted copy of this Board letter to Public Works, Fleet Management Division.

Respectfully submitted,

MARK PESTRELLA, P.E.
Director of Public Works

MP:RS:sh

Enclosure

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

SUPPLEMENTAL BOARD LETTER AMOUNT FOR ON-CALL HAUL TRUCK SERVICES PROGRAM

Comments	Annual Contract Sum Initial Year	Annual Contract Sum Option Year 1	Annual Contract Sum Option Year 2	Annual Contract Sum Option Year 3	6 Month-to-Month Extensions	Maximum Potential Contract Sum with 10% Contingency	Supervisory District	Start Date
Previously Approved Program Amounts	\$100,000	\$10,000,000	\$10,000,000	\$10,000,000	\$5,000,000	\$38,610,000	All	11/1/2022
Supplemental Program Amounts	\$19,000,000	\$13,000,000	\$13,000,000	\$13,000,000	\$6,500,000	\$70,950,000	All	8/8/2023

BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	8/16/2023		
BOARD MEETING DATE	9/12/2023		
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	ENVIRONMENTAL SERVICES CORE SERVICE AREA RESOLUTION OF SUMMARY VACATION SANITARY SEWER EASEMENTS AT THE OLD ROAD SOUTH OF MAGIC MOUNTAIN PARKWAY (CONDITIONAL) IN THE UNINCORPORATED COMMUNITY OF STEVENSON RANCH (SUPERVISORIAL DISTRICT 5) (3 VOTES)		
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			
COST & FUNDING	Total cost:	Funding source:	
	\$10,000	Land Development Division	
	TERMS (if applicable):		
	Explanation: Mr. Paul Garry of Psomas, on behalf of the underlying property owner, paid \$10,000, which is the cost to process the vacation.		
PURPOSE OF REQUEST	Public Works is seeking Board approval to vacate the sanitary sewer easements at The Old Road south of Magic Mountain Parkway in the unincorporated community of Stevenson Ranch.		
BACKGROUND (include internal/external issues that may exist including any related motions)	Mr. Garry requested the vacation of the easements to clear the encumbrance on the properties to allow for further development. The proposed vacation is conditioned upon the underlying property owner to relocate the existing sanitary sewer facility, grant the necessary easements, and have the relocated facility accepted for public use. This condition must be successfully met to the satisfaction of Public Works or the vacation will terminate and become null and void.		
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 recommended actions will allow for the County to relinquish rights, which will promote fiscal sustainability and reduce the County's exposure to potential liability.		
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

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Telephone: (626) 458-5100
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ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

September 12, 2023

IN REPLY PLEASE

REFER TO FILE: **SMP-5**

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

Dear Supervisors:

**ENVIRONMENTAL SERVICES CORE SERVICE AREA
RESOLUTION OF SUMMARY VACATION
SANITARY SEWER EASEMENTS AT THE
OLD ROAD SOUTH OF MAGIC MOUNTAIN PARKWAY (CONDITIONAL)
IN THE UNINCORPORATED COMMUNITY OF STEVENSON RANCH
(SUPERVISORIAL DISTRICT 5)
(3 VOTES)**

SUBJECT

Public Works is seeking Board approval to vacate the sanitary sewer easements at The Old Road south of Magic Mountain Parkway in the unincorporated community of Stevenson Ranch that are no longer needed for public use.

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. Find that the easements for sanitary sewer purposes at The Old Road south of Magic Mountain Parkway, in the unincorporated community of Stevenson Ranch, are no longer required for public use and can be vacated pursuant to Section 5400 of the California Health and Safety Code upon satisfaction of the conditions stated in the Resolution of Summary Vacation of Sanitary Sewer Easements at The Old Road south of Magic Mountain Parkway (Conditional).

3. Adopt the Resolution of Summary Vacation of Sanitary Sewer Easements at The Old Road south of Magic Mountain Parkway (Conditional) pursuant to Section 8335 of the California Streets and Highways Code. This action is conditioned upon the relocation and acceptance for public use of an existing sanitary sewer facility or the vacation will terminate and become null and void.
4. Upon approval, authorize the Director of Public Works or his designee to record the certified original resolution with the Registrar-Recorder/County Clerk.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommended actions will find that the project is exempt from the California Environmental Quality Act (CEQA) and will allow the County to vacate the sanitary sewer easements at The Old Road south of Magic Mountain Parkway, in the unincorporated community of Stevenson Ranch, since they were determined to be excess and no longer needed for public use.

The proposed vacation of the easements was requested by Mr. Paul Garry of Psomas on behalf of Marquis Valley View, LLC, the underlying property owner, to release the encumbrance on the properties to allow for further improvements.

Implementation of Strategic Plan Goals

These recommendations support the County Strategic Plan: Strategy III.3, Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability, by allowing the County to vacate the easements, which will reduce the County's exposure to potential liabilities.

FISCAL IMPACT/FINANCING

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

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The total area of the easements to be vacated contains approximately 14,819± square feet as shown on the enclosed map (Enclosure A).

The County's interest in the easements were acquired per Instrument No. 20150421698, recorded on April 16, 2015, filed with the Registrar-Recorder/County Clerk as easement reservation for sanitary sewer purposes.

The California Health and Safety Code, Section 5400, provides that the County Board of Supervisors may vacate easements for sewage or drainage purposes whenever it determines the easements are no longer needed for public use.

The California Streets and Highways Code, Section 8333(c), provides that the legislative body of a local agency may summarily vacate a public service easement if the easement has been determined to be excess by the easement holder and there are no other public facilities located within the easement.

The proposed vacation is conditioned upon the underlying property owner to relocate the existing sanitary sewer facility, grant the necessary easements, and have the relocated facility accepted for public use. This condition must be successfully met to the satisfaction of Public Works or the vacation will terminate and become null and void.

The California Streets and Highways Code, Section 8335, provides that upon making the required finding, the legislative body of a local agency may effectuate the summary vacation of a street, highway or public service easement by adopting a resolution of summary vacation.

The enclosed "Resolution of Summary Vacation of Sanitary Sewer Easements at The Old Road south of Magic Mountain Parkway (Conditional)" (Enclosure B) has been approved by County Counsel as to form and it will be recorded. Adoption and subsequent recordation of the Resolution will terminate the County's rights and interest in the easements and will result in the properties being unencumbered by the easements.

ENVIRONMENTAL DOCUMENTATION

The proposed project is exempt from CEQA. The project, which is the vacation of the easements, is within certain classes of projects that have been determined not to have a significant effect on the environment in that it meets the criteria set forth in Sections 15305 and 15321 of the CEQA Guidelines relating to minor alterations in land use, limitations, and actions to enforce or revoke entitlement for use issued and adopted by the regulatory agency.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The recommended actions will have no significant impact on current County services or projects.

The Honorable Board of Supervisors
September 12, 2023
Page 4

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

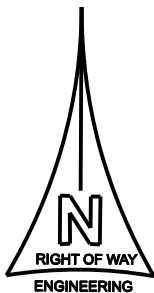
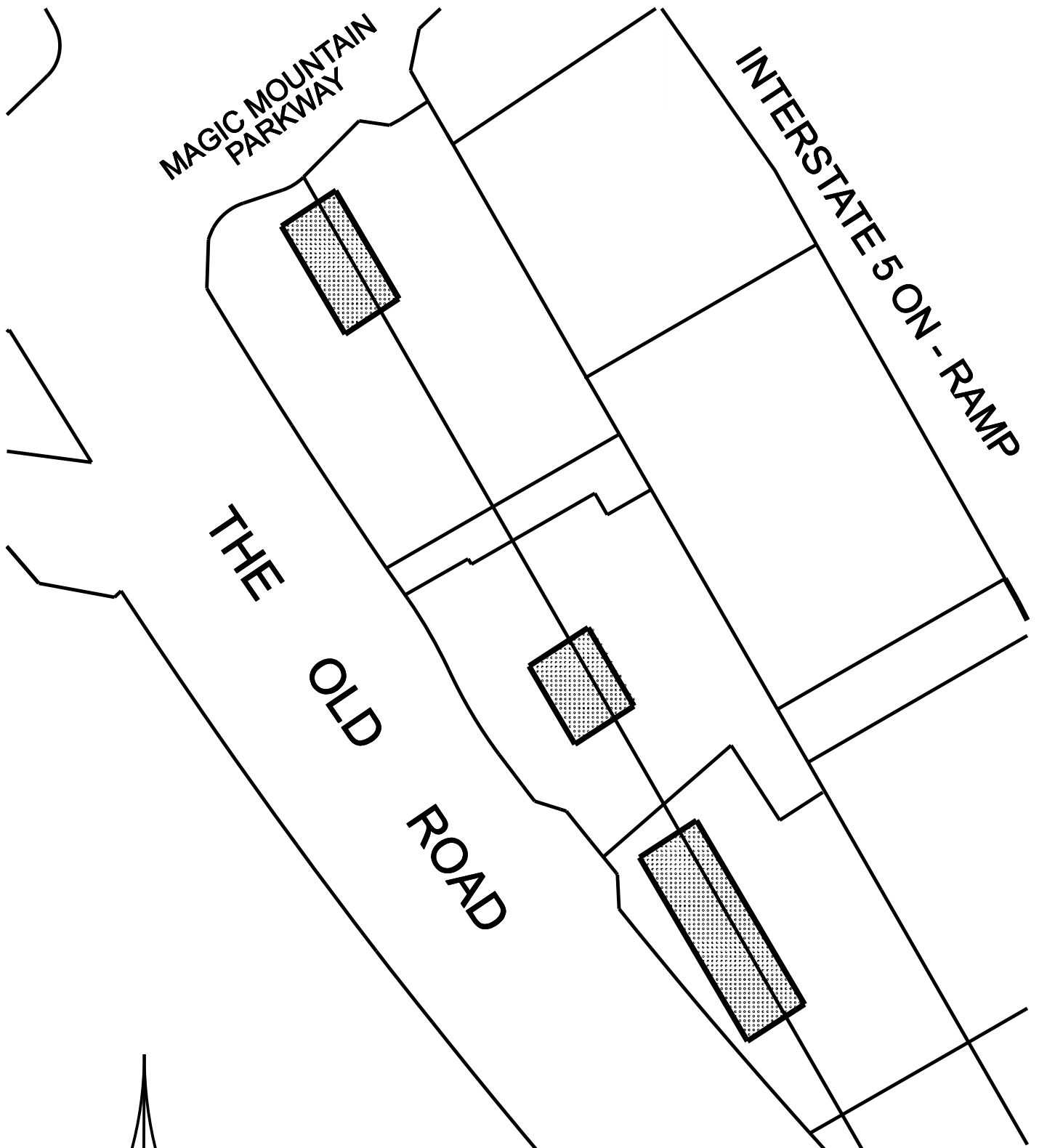
MP:GE:cr

Enclosures

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

Enclosure A

VACATION OF SANITARY SEWER EASEMENTS AT THE OLD ROAD AND SOUTH OF MAGIC MOUNTAIN PARKWAY (CONDITIONAL)



NO SCALE



SANITARY SEWER EASEMENTS TO BE VACATED
TOTAL AREA: 14,819± SQ. FT.

Enclosure B

**RESOLUTION OF SUMMARY VACATION
OF SANITARY SEWER EASEMENTS AT THE
OLD ROAD SOUTH OF MAGIC MOUNTAIN PARKWAY (CONDITIONAL)**

BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA:

1. The County of Los Angeles is the recipient of sanitary sewer easements at The Old Road south of Magic Mountain Parkway (hereinafter referred to as easements) in, over, and across the real property as legally described in Exhibit A and depicted on Exhibit B, both attached hereto. The easements are located in the unincorporated community of Stevenson Ranch, in the County of Los Angeles, State of California.
2. The easements have been determined to be excess and not required for public use.
3. The easements are hereby vacated pursuant to Section 5400 of the California Health and Safety Code and Chapter 4, Part 3, Division 9, of the California Streets and Highways Code, commencing with Section 8300.
4. The proposed vacation is conditioned upon the underlying property owner to relocate the existing sanitary sewer facility and have it accepted for public use. This condition must be successfully met to the satisfaction of Public Works or the vacation will terminate and become null and void.
5. Upon satisfaction of the condition specified in Item 4, the Director of Public Works or his designee is authorized to record the certified original resolution with the Registrar-Recorder/County Clerk, at which time the easements will be terminated.
6. From and after the date this resolution is recorded, the easements will no longer constitute public service easements.

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The foregoing resolution was adopted on the _____ day of _____, 2023, by the Board of Supervisors of the County of Los Angeles and ex officio of the governing body of all other special assessment and taxing districts 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
County Counsel

By _____
Deputy 

Project Name: **THE OLD ROAD 11-5VAC.3**
Includes: Parcel Nos. 11-5VAC.4 & 11-VAC.5
A.I.N.2826-037-069, through 073,
& 075 through 078
I.M 264-097
R.D 556
S.D 5
M232101

EXHIBIT A
LEGAL DESCRIPTION

PARCEL NO. 11-5VAC.3 (VACATION OF SANITARY SEWER EASEMENT)

A strip of land, 42.00 feet wide, over that portion of PARCEL 1, in the Unincorporated Territory of the County of Los Angeles, State of California, as per Instrument No. 20160312267 recorded March 22, 2016 of Official Records, in the office of the County Recorder of said County, the easterly line of said strip being described as follows:

Beginning at a point on the southwesterly line of Parcel 1 of Parcel Map No. 15717, in the Unincorporated Territory of Los Angeles County, as per map filed in Book 168, pages 74 and 75 of Parcel Maps, in the office of the County Recorder of said County, distant thereon North 29 degrees 52 minutes 28 seconds West 7.75 feet from the most southerly corner of Parcel 1 of said Parcel Map No. 15717; thence leaving said southwesterly line, South 60 degrees 28 minutes 06 seconds West 81.52 feet to the True Point of Beginning; thence South 29 degrees 31 minutes 54 seconds East 144.00 feet;

Containing 6048 square feet more or less.

EXHIBIT A

PARCEL NO. 11-5VAC.4 (VACATION OF SANITARY SEWER EASEMENT)

A strip of land, 45.00 feet wide, over that portion of PARCEL 2, in the Unincorporated Territory of the County of Los Angeles, State of California, as per Instrument No. 20160312268 recorded March 22, 2016 of Official Records in the office of the County Recorder of said County, the easterly line of said strip being described as follows:

Beginning at a point on the southwesterly line of Parcel 3 of Parcel Map No. 15717, in the Unincorporated Territory of Los Angeles County, as per map filed in Book 168, pages 74 and 75 of Parcel Maps, in the office of the County Recorder of said County, distant thereon South 29 degrees 52 minutes 28 seconds East 137.57 feet from the most southerly corner of Parcel 2 of said Parcel Map No. 15717; thence leaving said southwesterly line, South 59 degrees 59 minutes 54 seconds West 80.06 feet to the True Point of Beginning; thence South 30 degrees 00 minutes 06 seconds East 59.00 feet;

Containing 2655 square feet more or less.

EXHIBIT A

PARCEL NO. 11-5VAC.5 (VACATION OF SANITARY SEWER EASEMENT)

A strip of land, 44.00 feet wide, over those portions of PARCEL 3 and PARCEL 4, in the Unincorporated Territory of the County of Los Angeles, State of California, as per Instrument No. 20160342082 recorded March 29, 2016 and Instrument No. 20160374477 recorded April 5, 2016, both of Official Records in the office of the County Recorder of said County, the easterly line of said strip being described as follows:

Beginning at a point on the southwesterly line of Parcel 4 of Parcel Map No. 15717, in the Unincorporated Territory of Los Angeles County, as per map filed in Book 168, pages 74 and 75 of Parcel Maps, in the Office of the County Recorder of said County, distant thereon South 29 degrees 52 minutes 28 seconds East 32.66 feet from the most southerly corner of Parcel 3 of said Parcel Map No. 15717; thence leaving said southwesterly line, South 59 degrees 59 minutes 54 seconds West 82.28 feet to the True Point of Beginning; thence South 30 degrees 00 minutes 06 seconds East 139.00 feet.

Containing 6116 square feet more or less.

The bearings and distances used in the above descriptions are based on the California Coordinate System of 1983, Zone 5 (1991.35 epoch). Multiply all distances used in the above descriptions by 1.0001140 to obtain ground distances.

These legal descriptions are delineated on accompanying "EXHIBIT B" and is made a part hereof for reference purposes.

Prepared under the direction of



04/11/2023

Daniel L. Rahe, PLS 9425

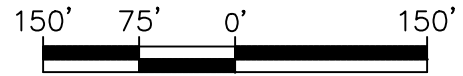
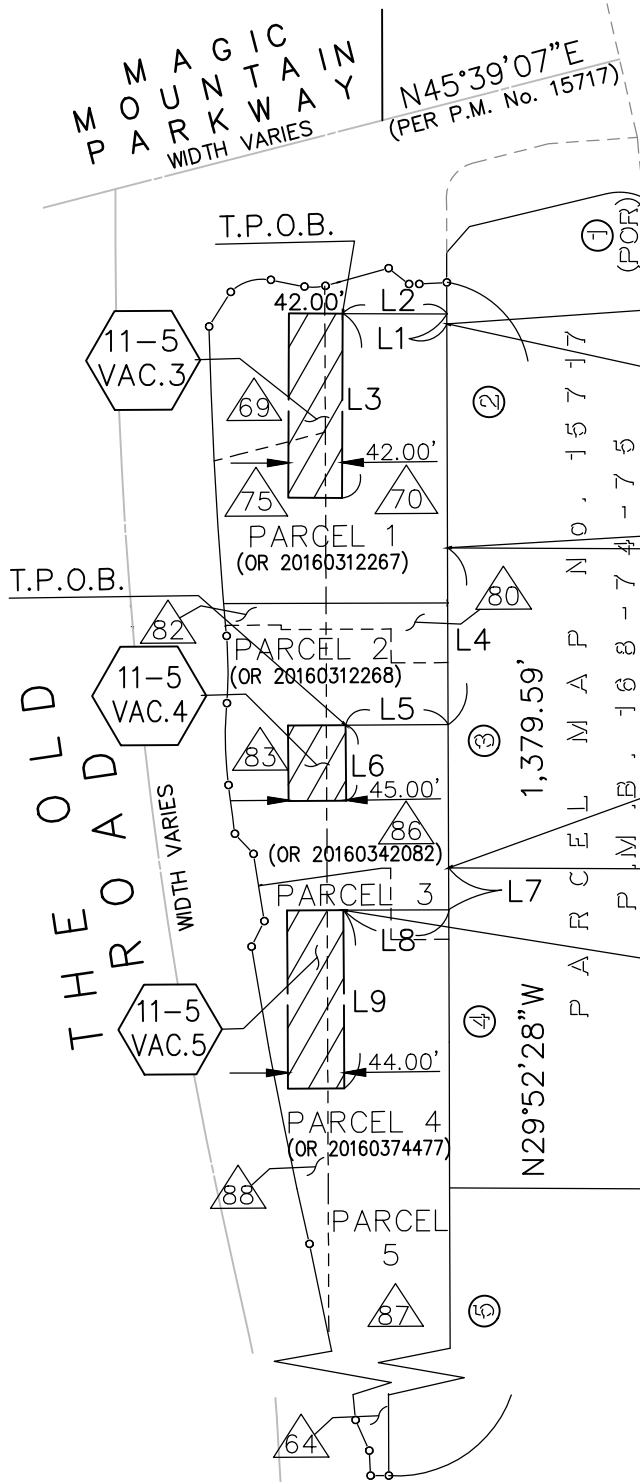
PSOMAS



SCALE: 1"=150'

EXHIBIT B

SHEET 1 OF 1



GRAPHIC SCALE
SCALE: 1" = 150'

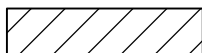
P.O.B. PARCEL NO. 11-5VAC.3
most S'y corner
Parcel 1 PM No. 15717

P.O.B. PARCEL NO. 11-5VAC.4
most S'y corner
Parcel 2 PM No. 15717

P.O.B. PARCEL NO. 11-5VAC.5
most S'y corner
Parcel 3 PM No. 15717

T.P.O.B.

INDICATES THE AREA COVERED BY LEGAL DESCRIPTION



AREA:
PARCEL NO. 11-5VAC.3: 6048 SQ. FT.
PARCEL NO. 11-5VAC.4: 2655 SQ. FT.
PARCEL NO. 11-5VAC.5: 6116 SQ. FT.
MORE OR LESS
ASSESSOR'S PARCEL NO.
2826-037-XX

LINE TABLE		
LINE	BEARING	LENGTH
L1	N29°52'28"W	7.75'
L2	S60°28'06"W	81.52'
L3	S29°31'54"E	144.00'
L4	S29°52'28"E	137.57'
L5	S59°59'54"W	80.06'
L6	S30°00'06"E	59.00'
L7	S29°52'28"E	32.66'
L8	S59°59'54"W	82.28'
L9	S30°00'06"E	139.00'

DATE: 4/11/2023
M2321001



PSOMAS

BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	8/16/2023	
BOARD MEETING DATE	9/12/2023	
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	Pacoima Spreading Grounds Basin Enhancement 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	Based on the projections, the contractor is expected to exhaust the bid quantity prior to the end of the year.	
COST & FUNDING	Total cost: \$3,426,000	Funding source: Flood Control District Fund Fiscal Year 2023-24
	TERMS (if applicable): N/A	
	Explanation: Increase the construction contract by \$3,426,000 for a total revised construction contract amount of \$58,718,480.93.	
PURPOSE OF REQUEST	To obtain Board approval for a change order and an increased construction contract amount for the Pacoima Spreading Grounds Basin Enhancement Project in the City of Los Angeles.	
BACKGROUND (include internal/external issues that may exist including any related motions)	<p>The scope of work is to implement a project to improve the Pacoima Spreading Grounds facility, including partial replacement of the intake canal with underground pipelines, deepening and combining the basins to remove the underlying clay layer to increase stormwater conservation capacity, replacing interbasin structures and the outlet structure based on the new basin configuration, replacing perimeter fencing, and constructing a multiuse trail adjacent to the Pacoima Diversion Channel between Devonshire Street and Filmore Street in the City of Los Angeles.</p> <p>The proposed project would significantly increase the capacity of the spreading grounds, enhance the percolation rate, and provide community enhancements, such as the multiuse path and improved fencing. The change order is necessary to compensate the contractor for costs incurred for the hauling and disposal of excess basin material identified after completion of Basin No. 6. This is due to material deposited since the design phase and also the excess soil due to bulking from the proposed dirt-flipping method used to improve percolation in the basins. This will require additional time, and there will be other relatively small costs associated with extending the project. The additional work will increase the contract amount by \$3,426,000. The project is scheduled for completion in November 2024.</p>	

EQUITY INDEX OR LENS WAS UTILIZED	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please explain how: Pacoima Spreading Grounds is located near a disadvantaged community, which will benefit from this project through construction of the multiuse path and new perimeter fencing, providing aesthetics, and community enhancement.
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 No. 7: Sustainability. This project will improve resiliency, longevity, and operational effectiveness of the existing infrastructure.
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Anthony Nyivih, Assistant Director, (626) 458-4014, cell (626) 483-9181, anyivih@pw.lacounty.gov



MARK PESTRELLA, Director

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

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

September 12, 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
CHANGE ORDER FOR A CONSTRUCTION CONTRACT
PACOIMA SPREADING GROUNDS BASIN ENHANCEMENT PROJECT
PROJECT ID NO. FCC0001207
IN THE CITY OF LOS ANGELES
(SUPERVISORIAL DISTRICT 3)
(3 VOTES)**

SUBJECT

Public Works is seeking Board approval to execute a change order for the Pacoima Spreading Grounds Basin Enhancement Project in the City of Los Angeles.

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

1. Find that the recommended actions are within the scope of the Pacoima Spreading Grounds Basin Enhancement Project impacts analyzed in the Initial Study/Mitigated Negative Declaration previously adopted by the Board.
2. Approve and authorize the Director of Public Works or his designee to negotiate and execute a change order in an amount not-to-exceed \$3,426,000 for costs associated with delays and other necessary work to complete Project ID No. FCC0001207, Pacoima Spreading Grounds Basin Enhancement Project, in the City of Los Angeles, with Ames Construction Inc.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommended actions will find that they are within the scope of the previously adopted Mitigated Negative Declaration and allow Public Works to compensate Ames Construction Inc., for the additional excavation, hauling, and disposal of excess basin material.

The previously approved project will improve the Pacoima Spreading Grounds facility, including partial replacement of the intake canal with underground pipelines, deepening and combining the basins to remove the underlying clay layer to increase stormwater conservation capacity, replacing interbasin structures and the outlet structure based on the new basin configuration, replacing perimeter fencing, and constructing a multiuse trail adjacent to the Pacoima Diversion Channel between Devonshire Street and Filmore Street in the City of Los Angeles.

The project will significantly increase the capacity of the spreading grounds, enhance the percolation rate, and provide community enhancements, such as the multiuse path and improved fencing. The Board approved the project on March 9, 2021, and the construction contract was executed on May 17, 2021, for a total contract amount of \$54,483,460.

The proposed change order will compensate the contractor for the additional material excavation, hauling, and disposal for the remainder of the project. The excess basin material present was discovered during construction after observing quantities from one of the first basins showed a discrepancy. For Basin No. 6, the calculated volume based on surveys conducted before and after operations showed a quantity increase over what is shown by the contract documents. Concurrently, the total weight of the hauled material, measured by truck scales, also showed a higher quantity than was originally calculated per the contract documents. This is most likely due to additional materials having been deposited between the time the project was in the design phase and the start of construction, and also the excess soil due to bulking from the proposed dirt-flipping method used to improve percolation in the basins. Additional excavation, hauling, and disposal will require additional time, and there will be other relatively small costs associated with extending the project.

Approval of the proposed change order will increase the contract amount by \$3,426,000 and will add 41 contract working days. Approval of this work is expected to push completion into November 2024.

Implementation of Strategic Plan Goals

These recommendations support the County Strategic Plan: Strategy II.2, Support the Wellness of our Communities, Objective II.2.2, Expand Access to Recreational and Cultural Opportunities, and Objective II.2.4, Promote Active and Healthy Lifestyles. In addition, Strategy III.3, Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability, and Objective III.3.2, Manage and Maximize County Assets, by supporting ongoing efforts to encourage the use of alternate modes of transportation and manage and improve public infrastructure assets.

FISCAL IMPACT/FINANCING

This change order will have no impact on the County General Fund.

The original contract was approved for \$54,483,460. Since that time, an additional amount of \$809,020.93 was approved through Public Works' delegated authority.

This action would approve the change order for an increase of \$3,426,000, for a revised total contract amount of \$58,718,480.93 (see Enclosure).

Funding for this project is included in the Flood Control District Fund Fiscal Year 2023-24 Budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The contract for construction of this improvement was awarded on May 6, 2021, to Ames Construction, Inc., in accordance with the State Public Contract Code and the Board's directives.

ENVIRONMENTAL DOCUMENTATION

An Initial Study/Mitigated Negative Declaration (IS/MND) was adopted by the Board on March 9, 2021. A Mitigation Monitoring and Reporting Program was adopted in order to ensure that all project impacts would be below the level of significance.

The recommended actions are within the scope of the project analyzed in the previously adopted IS/MND. The scope of the proposed change order is within the scope of the previously adopted Mitigated Negative Declaration since the proposed additional working days will still be within the period analyzed by the IS/MND. The extra work will be performed within the modified construction days/hours previously analyzed, and the

maximum outbound truck trips per hour to each disposal facility will not be exceeded. The previously adopted Mitigation Monitoring and Reporting Program will continue to apply. There are no changes to the project or to the circumstances under which the project is undertaken that require further review under California Environmental Quality Act.

The location of the documents and other materials constituting the record of the proceedings upon which the Board's decision is based in this matter is Los Angeles County Public Works, Stormwater Planning Division, 900 South Fremont Avenue, 11th Floor, Alhambra, CA 91803. The custodian of such documents and materials is the Senior Civil Engineer in charge of the Upper Los Angeles River Watershed Section of Stormwater Planning Division.

Upon the Board's approval of the recommended actions, Public Works will file a Notice of Determination with the Registrar-Recorder/County Clerk in accordance with Section 21152 of the California Public Resources Code and will post the Notice of Determination to its website pursuant to Section 21092.2.

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 negotiated as allowed 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 and closeout of the project.

The Honorable Board of Supervisors
September 12, 2023
Page 5

CONCLUSION

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

Respectfully submitted,

MARK PESTRELLA, PE
Director of Public Works

MP:RLG:ja

Enclosure

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

ENCLOSURE
September 12, 2023

**WATER RESOURCES CORE SERVICE AREA
CHANGE ORDER FOR A CONSTRUCTION CONTRACT
PACOIMA SPREADING GROUNDS BASIN ENHANCEMENT PROJECT
PROJECT ID NO. FCC0001207
IN THE CITY OF LOS ANGELES
(SUPERVISORIAL DISTRICT 3)
(3 VOTES)**

Project Description:

Upgrade the existing spreading grounds in the Mission Hills neighborhood of Los Angeles to reconfigure the 12 basins into 6 basins with increased capacity and improved percolation.

Contractor:

Ames Construction, Inc.

Change Order:

All costs associated with additional basin excavation,
hauling, and disposal:

\$3,426,000.00

Description of Changes:

Additional excess basin material needs to be excavated, hauled, and disposed of to reach the design grade. However, the excess basin material quantity for Basin No. 6 exceeded the design/bid quantity, and this discrepancy is projected to be consistent for the remaining five basins. Therefore, this change order will compensate the contractor for the additional material excavation, hauling, and disposal for the remainder of the project.

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

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

ENCLOSURE
September 12, 2023

Revised Contract Amount:

Original contract amount:	\$54,483,460.00
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Change order approved under delegated authority:	\$809,020.93
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Change order to be approved:	<u>\$3,426,000.00</u>
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Revised contract amount:	<u>\$58,718,480.93</u>
--------------------------	------------------------

Percent total change to original contract amount	7.77%
--	-------

DR:ja

\\pw01\pwpublic\cnpub\ADMIN\Section\Administration\BOARD\CIW\2023\Pacoima\CIW Pacoima Spreading Grounds (Enclosure).docx

BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	8/16/2023	
BOARD MEETING DATE	9/12/2023	
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	WATER RESOURCES CORE SERVICE AREA TEMPORARY CONSTRUCTION AGREEMENT BETWEEN THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT AND THE STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION SAN GABRIEL RIVER PARCELS 21, 21A, AND 538, IN THE CITY OF LONG BEACH (SUPERVISORIAL DISTRICT 4) (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	The State of California Department of Transportation requires the 36-month Temporary Construction Agreement by October 15, 2023, to ensure its Interstate 405 at San Gabriel River Bridge Scour Mitigation Project is on schedule.	
COST & FUNDING	Total cost: \$898,000 (revenue)	Funding source: B07
	TERMS (if applicable):	
	Explanation: Caltrans will deposit \$898,000 for the agreement, which represents fair market rent. The funds for the agreement will be deposited into the Flood Control District Fund (B07, Revenue Source Code 8650-Leases).	
PURPOSE OF REQUEST	Caltrans requested the agreement for its Interstate 405 at San Gabriel River Bridge Scour Mitigation Project.	
BACKGROUND (include internal/external issues that may exist including any related motions)	Caltrans requested the proposed agreement with the Los Angeles County Flood Control District for temporary access and construction area purposes within San Gabriel River.	
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	



MARK PESTRELLA, Director

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

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P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

September 12, 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
TEMPORARY CONSTRUCTION AGREEMENT BETWEEN
THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT
AND THE STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION
SAN GABRIEL RIVER PARCELS 21, 21A, AND 538,
IN THE CITY OF LONG BEACH
(SUPERVISORIAL DISTRICT 4)
(3 VOTES)**

SUBJECT

Public Works is seeking Board approval to enter into a 36-month Temporary Construction Agreement between the Los Angeles County Flood Control District and the State of California Department of Transportation for temporary access and construction area purposes affecting Parcels 21, 21A, and 538 related to San Gabriel River, in the City of Long Beach, for the Interstate 405 at San Gabriel River Bridge Scour Mitigation Project.

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

1. Acting as a responsible agency for the Interstate 405 at San Gabriel River Bridge Scour Mitigation Project, consider the Initial Study with Negative Declaration/Environmental Assessment prepared and adopted by the State of California Department of Transportation as the lead agency and certify that the Board of Supervisors has independently reviewed, considered, and reached its own conclusions regarding the environmental effects of the Los Angeles County Flood Control District's approvals related to the Interstate 405 at San Gabriel River Bridge Scour Mitigation Project as shown in the Initial Study with Negative Declaration/Environmental Assessment.

2. Find that the Temporary Construction Agreement between the Los Angeles County Flood Control District and the State of California Department of Transportation for temporary access and construction area purposes affecting Parcels 21, 21A, and 538 related to San Gabriel River, in the City of Long Beach, for the Interstate 405 at San Gabriel River Bridge Scour Mitigation Project will not interfere or be inconsistent with the primary use and purposes of the properties by the Los Angeles County Flood Control District.
3. Approve the project, which is entering into a 36-month Temporary Construction Agreement between the Los Angeles County Flood Control District and the State of California Department of Transportation for temporary access and construction area purposes affecting Parcels 21, 21A, and 538 related to San Gabriel River, in the City of Long Beach, for the Interstate 405 at San Gabriel River Bridge Scour Mitigation Project.
4. Delegate authority to the Chief Engineer of the Los Angeles County Flood Control District or his designee to negotiate and execute the Temporary Construction Agreement and authorize delivery to the State of California Department of Transportation.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommended actions will comply with the California Environmental Quality Act for a responsible agency and will allow the Los Angeles County Flood Control District to enter into a 36-month Temporary Construction Agreement with the State of California Department of Transportation affecting Parcels 21, 21A, and 538 related to San Gabriel River, in the City of Long Beach, as shown on the enclosed map.

Caltrans requested the agreement for its Interstate 405 at San Gabriel River Bridge Scour Mitigation Project. The proposed agreement between the District and Caltrans is for temporary access and construction area purposes and will not interfere or be inconsistent with the primary use and purposes of the properties by the District.

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. The recommended actions will allow Caltrans to complete the Interstate 405 Project improving transportation efficiency and promoting sound, prudent, and transparent policies and practices while preserving the quality of life for County residents.

FISCAL IMPACT/FINANCING

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

Caltrans will deposit \$898,000 for the agreement, which represents fair market rent. This amount will be deposited into the Flood Control District Fund (B07, Revenue Source Code 8650-Leases).

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The proposed agreement 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, or may be leased for any purpose without interfering with the use of the same for the purposes of the district..."

The agreement will be reviewed and approved by County Counsel as to form prior to execution.

ENVIRONMENTAL DOCUMENTATION

The District is acting as a responsible agency for the Interstate 405 Project. Caltrans, as the lead agency, has prepared an Initial Study with Negative Declaration/Environmental Assessment, consulted with the District, and filed a Notice of Determination on July 2, 2020. The District is a responsible agency for the Interstate 405 Project because it is entering into an agreement with Caltrans for temporary construction to the Interstate 405 Project site and in its independent judgment concludes it will not have a significant effect on the environment.

The location of the documents and other materials constituting the record of the proceedings upon which the Board of Supervisors' decision is based in this matter is at Public Works, 900 South Fremont Avenue, 10th Floor, Alhambra, CA 91803. The custodian of such documents and materials is Survey/Mapping & Property Management Division, Real Estate Services Section, and they are also available at the following Public Works' website:

<https://ceqanet.opr.ca.gov/2020040064/3>

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

IMPACT ON CURRENT SERVICES (OR PROJECTS)

This transaction will allow for the joint use of the District's right of way without interfering with the primary mission of the District.

The Honorable Board of Supervisors
September 12, 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

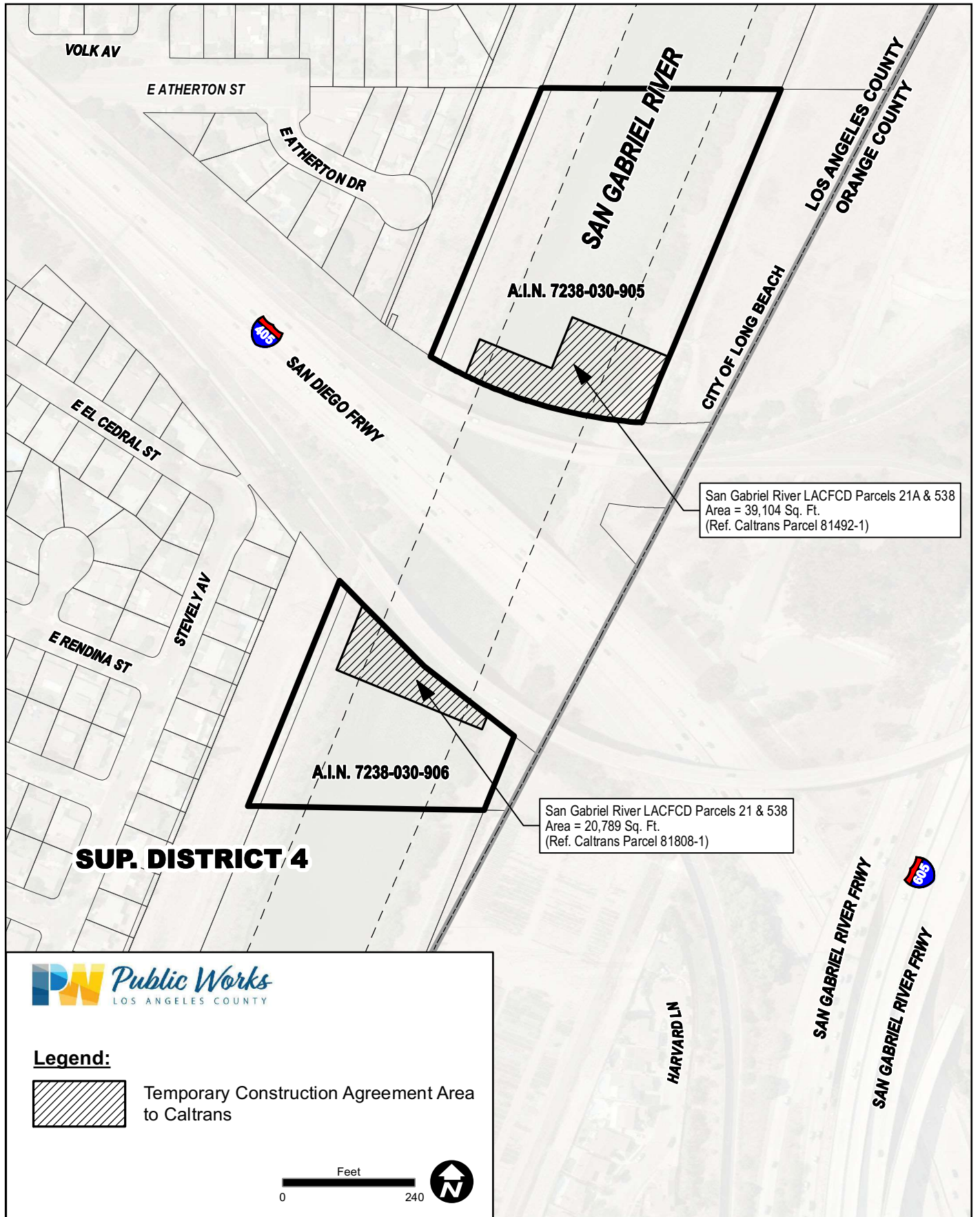
MP:GE:jh

Enclosure

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

SAN GABRIEL RIVER

CITY OF LONG BEACH



BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	8/16/2023		
BOARD MEETING DATE	9/12/2023		
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	Funding Agreement with the San Gabriel and Lower Los Angeles Rivers and Mountains conservancy (RMC) for costs related to Southeast Los Angeles Cultural Center.		
PROGRAM	Los Angeles County Flood Control District and RMC		
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	While not urgent, this Board agenda item is a priority since the RMC will not be allowed to make payments until an agreement is in place.		
COST & FUNDING	Total cost: N/A	Funding source: N/A	
	TERMS (if applicable): None.		
	Explanation: There will be no impact to the County General Fund.		
PURPOSE OF REQUEST	Delegate authority to the Chief Engineer of the District or his designee to enter into an agreement with RMC to receive up to \$3,000,000 as reimbursement to the District for costs incurred in planning for the potential relocation of the District's Imperial Yard to allow for the construction of the SELA Cultural Center.		
BACKGROUND (include internal/external issues that may exist including any related motions)	<p>The SELA Cultural Center Project is led by RMC. The SELA Cultural Center consists of a proposed multi-arts facility to be constructed at the southern portion of the District's Imperial Yard maintenance facility located adjacent to the Los Angeles River at 5525 East Imperial Highway, South Gate, CA 90280.</p> <p>The relocation site of the southern portion of Imperial Yard to a new site will need to be identified. The new facilities will need to be designed to effectively replace those currently at the existing yard.</p> <p>Research and evaluation of potential site(s) for the relocation site of the southern portion of Imperial Yard will be conducted by a consultant hired by Public Works, as well as Public Works staff. Public Works and the consultant will research private properties, other Los Angeles County owned properties, and properties owned by other municipalities.</p>		
EQUITY INDEX OR LENS WAS UTILIZED	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:		

<p>SUPPORTS ONE OF THE NINE BOARD PRIORITIES</p>	<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If Yes, please state which one(s) and explain how:</p> <p>The SELA Cultural Center and Imperial Yard relocation effort will support Board Priority No. 7: Sustainability. The effort facilitates the operation and maintenance of existing and future District projects and facilities that make the County livable and resilient under current and anticipated conditions given climate change and also aim to improve open space and recreational opportunities for conservation, restoration, and environmental enhancement of the San Gabriel and Lower Los Angeles Rivers watersheds in line with the priority focus to make the County healthier, more livable, and more equitable.</p>
<p>DEPARTMENTAL CONTACTS</p>	<p>Name, Title, Phone # & Email:</p> <p>Anthony Nyivih, Assistant Director, 626-458-4014, anyivih@pw.lacounty.gov</p>



MARK PESTRELLA, Director

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

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P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

September 12, 2023

IN REPLY PLEASE
REFER TO FILE: **SWP-8**

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

Dear Supervisors:

**WATER RESOURCES CORE SERVICE AREA
FUNDING AGREEMENT WITH THE SAN GABRIEL AND LOWER LOS ANGELES
RIVERS AND MOUNTAINS CONSERVANCY FOR COSTS RELATED TO
SOUTHEAST LOS ANGELES CULTURAL CENTER
(SUPERVISORIAL DISTRICT 4)
(3 VOTES)**

SUBJECT

Public Works is seeking Board approval to take various actions in support of pursuing reimbursement from the San Gabriel and Lower Los Angeles Rivers and Mountains Conservancy, in the amount of up to \$3,000,000, for costs related to planning efforts for the potential relocation of the southern portion of Imperial Yard.

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

1. Find that the proposed actions are not a project under the California Environmental Quality Act for the reasons stated in this Board letter and the records of Public Works.
2. Delegate authority to the Chief Engineer of the Los Angeles County Flood Control District or his designee to enter into an agreement with River and Mountain Conservancy to receive up to \$3,000,000 as reimbursement to the Los Angeles County Flood Control District for costs incurred in planning for the potential relocation of the Los Angeles County Flood Control District's Imperial Yard to allow for the construction of the Southeast Los Angeles Cultural Center.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On November 30, 2021, the Board passed a Motion instructing Public Works, on behalf of the Los Angeles County Flood Control District, to proceed with necessary predevelopment activities to develop a conceptual plan for the possible short-term and long-term replacement and relocation of the Los Angeles County Flood Control District facilities at the southern portion of Imperial Yard to allow for the construction of the Southeast Los Angeles (SELA) Cultural Center.

Approval of the recommended actions will find that they are not subject to the California Environmental Quality Act (CEQA) and authorize Public Works, on behalf of the District, to enter into an agreement with River and Mountains Conservancy under which RMC will reimburse the District for costs incurred for planning for the potential relocation of the District's Imperial Yard maintenance facility to enable the construction of the SELA Cultural Center on the property.

The proposed SELA Cultural Center Project is led by RMC. The SELA Cultural Center consists of a multi-arts facility to be constructed at the southern portion of the District's Imperial Yard maintenance facility located adjacent to the Los Angeles River at 5525 East Imperial Highway, South Gate, CA 90280.

In order for the SELA Cultural Center to be constructed at the proposed site, Public Works must identify an available relocation site for the southern portion of Imperial Yard that is suitable for the construction of new facilities to effectively replace those at the existing yard, and, if the relocation site is not already owned by District, negotiate the acquisition or land rights of the site by the District.

Research and evaluation of potential site(s) for the relocation site of the southern portion of Imperial Yard will be conducted by a consultant hired by Public Works, as well as Public Works staff.

Under the proposed agreement with RMC, RMC would reimburse the District for costs incurred in the above-described planning efforts, up to \$3,000,000.

Implementation of Strategic Plan Goals

The County Strategic Plan directs the provision of Strategy II.2, Support the Wellness of our Communities, Strategy III.1, Continually Pursue Development of Our Workforce, and Strategy III.3, Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability. The recommended action increases funds for the District to use for projects to improve the quality of life throughout the County of Los Angeles, as well as promotes collaborating across jurisdictions and developing partnerships to effectively manage and leverage resources.

FISCAL IMPACT/FINANCING

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

RMC will reimburse the District up to \$3,000,000 for the costs incurred in planning for the potential relocation of the District's Imperial Yard to allow for the construction of the SELA Cultural Center.

The District will incur these costs upfront and issue invoices to RMC for reimbursement.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Contract agreement has been adopted by the governing board of the RMC. The Agreement Summary is included in Enclosure A, and copies of the RMC Resolution and the Agreement are included in Enclosure B.

ENVIRONMENTAL DOCUMENTATION

The recommended actions are not subject to CEQA because they are activities that are excluded from the definition of a project by Section 21065 of the Public Resources Code and Section 15378(b) of the State CEQA Guidelines. The recommended actions are organizational or administrative activities of the government that will not result in direct or indirect physical changes to the environment and would create a government funding mechanism that does not involve any commitment to a specific project that may result in a potentially significant physical impact on the environment.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

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

The Honorable Board of Supervisors
September 12, 2023
Page 4

CONCLUSION

Please return an adopted copy of this letter to Public Works, Stormwater Planning Division.

Respectfully submitted,

MARK PESTRELLA, PE
Director of Public Works

MP:CTH:le

Enclosures

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

STATE OF CALIFORNIA

AGREEMENT SUMMARY

ENCLOSURE A

STD 215 (Rev. 04/2020)

AGREEMENT NUMBER

RMC22509

AMENDMENT NUMBER

N/A

☒ CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED

1. CONTRACTOR'S NAME Los Angeles County Flood Control District (LACFCD)		2. FEDERAL I.D. NUMBER 95-6000927
3. AGENCY TRANSMITTING AGREEMENT SGLLA Rivers and Mountains Conservancy (RMC)	4. DIVISION, BUREAU, OR OTHER UNIT	5. AGENCY BILLING CODE 010010
6a. CONTRACT ANALYST NAME Salian Garcia	6b. EMAIL sgarcia@rmc.ca.gov	6c. PHONE NUMBER (626) 815-1019

7. HAS YOUR AGENCY CONTRACTED FOR THESE SERVICES BEFORE?

☒ No ☐ Yes (If Yes, enter prior Contractor Name and Agreement Number)

PRIOR CONTRACTOR NAME

PRIOR AGREEMENT NUMBER

8. BRIEF DESCRIPTION OF SERVICES

The RMC, with support from the County of Los Angeles, is leading the development of the project. The Project site is proposed to be located at 5525 E Imperial Hwy, South Gate, CA 90280. The site is currently occupied by the Los Angeles County Flood Control District (LACFCD, "Contractor") and consists of two parcels. The Project is proposing to use only the parcel located south of Imperial Highway, which is approximately eight (8) acres. The Contractor will engage in relocation planning related to the potential relocation of its Imperial Maintenance Yard, to allow for the construction of the South East Los Angeles Cultural Center (SELA CC) at that site. Expenses related to the relocation planning include planning, research, evaluation, due diligence, and negotiations for the maintenance yard relocation site.

9. AGREEMENT OUTLINE (Include reason for Agreement: Identify specific problem, administrative requirement, program need or other circumstances making the Agreement necessary; include special or unusual terms and conditions.)

In June 2022, the Los Angeles County Chief Executive Officer released a report directing the Departments of Public Works, LACFCD, and Arts and Culture, to support the RMC with the proposed development of the future SELA Cultural Center. The contract will provide a cost-share mechanism for LACFCD's relocation planning efforts. Agreement will mostly be reimbursed from RMC19514 (Agency agreement number GF1710-0, "Rio Hondo Confluence Signature Project") entered between the RMC and the Natural Resources Agency, which allows certain expenditures related to LACFCD relocation.

Please see RMC22509 (Agreement) for full details and scope of work.

10. PAYMENT TERMS (More than one may apply)

<input type="checkbox"/> Monthly Flat Rate	<input type="checkbox"/> Quarterly	<input type="checkbox"/> One-Time Payment	<input type="checkbox"/> Progress Payment
<input checked="" type="checkbox"/> Itemized Invoice	<input type="checkbox"/> Withhold _____ %	<input type="checkbox"/> Advanced Payment Not To Exceed _____ %	
<input checked="" type="checkbox"/> Reimbursement / Revenue			
<input type="checkbox"/> Other (Explain)			

11. PROJECTED EXPENDITURES

FUND TITLE	ITEM	FISCAL YEAR	CHAPTER	STATUTE	PROJECTED EXPENDITURES
General Fund	3825-601-0001 (ENY 2018)	22/23	10	2018	\$3,000,000.00
OBJECT CODE				AGREEMENT TOTAL	\$3,000,000.00
OPTIONAL USE				AMOUNT ENCUMBERED BY THIS DOCUMENT \$3,000,000.00	
				PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT \$0.00	
I certify upon my own personal knowledge that the budgeted funds for the current budget year are available for the period and purpose of the expenditure stated above.				TOTAL AMOUNT ENCUMBERED TO DATE \$3,000,000.00	
ACCOUNTING OFFICER'S SIGNATURE		ACCOUNTING OFFICER'S NAME (Print or Type) Halie Pham		DATE SIGNED	

STATE OF CALIFORNIA

AGREEMENT SUMMARY

STD 215 (Rev. 04/2020)

AGREEMENT NUMBER

RMC22509

AMENDMENT NUMBER

N/A**12. AGREEMENT**

AGREEMENT	TERM FROM	TERM THROUGH	TOTAL COST OF THIS TRANSACTION	BID, SOLE SOURCE, EXEMPT
Original	06/05/2023	12/31/2025	\$3,000,000.00	EXEMPT
Amendment 1				
TOTAL			\$3,000,000.00	

13. BIDDING METHOD USED

- ☐ Request for Proposal (RFP) (Attach justification if secondary method is used)
 ☐ Use of Master Service Agreement
☐ Invitation for Bid (IFB)
 ☒ Exempt from Bidding (Give authority for exempt status)
 ☐ Sole Source Contract (Attach STD. 821)
☐ Other (Explain) Contract with local government 3.06A3; PCC §§ 10335(a), 10340(b)(3)

Note: Proof of advertisement in the State Contracts Register or an approved form STD. 821, Contract Advertising Exemption Request, must be attached

14. SUMMARY OF BIDS (List of bidders, bid amount and small business status) (If an amendment, sole source, or exempt, leave blank)

N/A

15. IF AWARD OF AGREEMENT IS TO OTHER THAN THE LOWER BIDDER, EXPLAIN REASON(S) (If an amendment, sole source, or exempt, leave blank)

N/A

16. WHAT IS THE BASIS FOR DETERMINING THAT THE PRICE OR RATE IS REASONABLE?

Elements of the price, including any OH, is reasonable with the proposed term and scope of work.

17a. JUSTIFICATION FOR CONTRACTING OUT (Check one)

- ☐ Contracting out is based on cost savings per Government Code 19130(a). The State Personnel Board has been so notified.
 ☐ Contracting out is justified based on Government Code 19130(b). When this box is checked, a completed JUSTIFICATION - CALIFORNIA CODE OF REGULATIONS, TITLE 2, SECTION 547.60 must be attached to this document.
☒ Not Applicable (Interagency / Public Works / Other _____)

17b. EMPLOYEE BARGAINING UNIT NOTIFICATION

- ☒ By checking this box, I hereby certify compliance with Government Code section 19132(b)(1).

AUTHORIZED SIGNATURE		SIGNER'S NAME (Print or Type) Mark Stanley	DATE SIGNED
18. FOR AGREEMENTS IN EXCESS OF \$5,000: Has the letting of the agreement been reported to the Department of Fair Employment and Housing?		<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes <input type="checkbox"/> N/A	
19. HAVE CONFLICT OF INTEREST ISSUES BEEN IDENTIFIED AND RESOLVED AS REQUIRED BY THE STATE CONTRACT MANUAL SECTION 7.10?		<input type="checkbox"/> No <input type="checkbox"/> Yes <input checked="" type="checkbox"/> N/A	
20. FOR CONSULTING AGREEMENTS: Did you review any contractor evaluations on file with the DGS Legal Office?		<input type="checkbox"/> None on file <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> N/A	
21. IS A SIGNED COPY OF THE FOLLOWING ON FILE AT YOUR AGENCY FOR THIS CONTRACTOR? A. Contractor Certification Clauses B. STD 204 Vendor Data Record		<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes <input type="checkbox"/> N/A	
		22. REQUIRED RESOLUTIONS ARE ATTACHED <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> N/A 23. IS THIS A SMALL BUSINESS AND/OR A DISABLED VETERAN BUSINESS CERTIFIED BY DGS? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes SB/DVBE Certification Number: _____	

24. ARE DISABLED VETERANS BUSINESS ENTERPRISE GOALS REQUIRED? (If an amendment, explain changes if any)

- ☒ No (Explain below) ☐ Yes _____ % of Agreement

25. IS THIS AGREEMENT (WITH AMENDMENTS) FOR A PERIOD OF TIME LONGER THAN THREE YEARS?

- ☒ No ☐ Yes (If Yes, provide justification below)

I certify that all copies of the referenced Agreement will conform to the original agreement sent to the Department of General Services.

SIGNATURE	NAME/TITLE (Print or Type) Mark Stanley/Executive Officer	DATE SIGNED
-----------	--	-------------

STATE OF CALIFORNIA

AGREEMENT SUMMARY

STD 215 (Rev. 04/2020)

AGREEMENT NUMBER

RMC22509

AMENDMENT NUMBER

N/A**JUSTIFICATION - CALIFORNIA CODE OF REGULATIONS, TITLE 2, SECTION 547.60**

In the space provided below, the undersigned authorized state representative documents, with specificity and detailed factual information, the reasons why the contract satisfies one or more of the conditions set forth in Government Code section 19130(b). Please specify the applicable subsection. Attach extra pages if necessary.

GC § 19130(b)(3), (5), and (8) Services are highly specialized and technical that are not available through current staff. Contractor will provide equipment, materials, and support services that agency is unable to provide quickly as time is of the essence.

PRC §§ 32601-32602, 32604, 32611-32615, 32621(d), especially § 32614 The RMC may enter into contracts with any public agency, private entity, or person necessary for the proper discharge of the conservancy's duties.

CA Natural Resources Agency Grant Agreement GF1710-0, "Rio Hondo Confluence Signature Project"

Budget Act of 2017 (AB 97) SEC. 2.00 0540-101-0001 (1)(m) Los Angeles County, River Restoration Projects

Budget Act of 2018 (SB 840) SEC. 2.00 0540-101-0001 (1)(f) Los Angeles River Community Restoration and Revitalization Projects

Budget Act of 2021 (SB 170) SEC. 19.57 (e)(13)(C) Southeast Los Angeles Cultural Center Project

Authorization for expenditure of general funds approved by the RMC Governing Board on March 13, 2023 per Resolution 2023-14.

The undersigned represents that, based upon his or her personal knowledge, information or belief the above justification correctly reflects the reasons why the contract satisfies Government Code section 19130(b).

SIGNATURE	NAME/TITLE(Print or Type) Mark Stanley/Executive Officer	DATE SIGNED	
PHONE NUMBER (626) 815-1019	STREET ADDRESS 100 N Old San Gabriel Canyon Road		
EMAIL mstanley@rmc.ca.gov	CITY Azusa	STATE CA	ZIP 91702

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

RMC22509

PURCHASING AUTHORITY NUMBER (If Applicable)

RMC-3825

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

San Gabriel & Lower Los Angeles Rivers and Mountains Conservancy (RMC)

CONTRACTOR NAME

Los Angeles County Flood Control District (LACFCD)

2. The term of this Agreement is:

START DATE

June 5, 2023

THROUGH END DATE

December 31, 2025

3. The maximum amount of this Agreement is:

Three Million Dollars (\$3,000,000.00)

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibits	Title	Pages
A, A-1, A-2	Scope of Work, Invoicing, and Payment	3
B	RMC Governing Board Report, Resolution No. 2023-14	27
C	General Terms and Conditions	5
+ -	D	Contractor Certification Clauses
		4

Items shown with an asterisk (), are hereby incorporated by reference and made part of this agreement as if attached hereto.**These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>***IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.****CONTRACTOR**

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

Los Angeles County Flood Control District (Local Government)

CONTRACTOR BUSINESS ADDRESS

900 S. Fremont Avenue

CITY

Alhambra

STATE

CA

ZIP

91803

PRINTED NAME OF PERSON SIGNING

Ernesto J. Rivera

TITLE

Senior Civil Engineer

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

San Gabriel & Lower Los Angeles Rivers and Mountains Conservancy (RMC)

CONTRACTING AGENCY ADDRESS

100 N. Old San Gabriel Canyon Road

CITY

Azusa

STATE

CA

ZIP

91702

PRINTED NAME OF PERSON SIGNING

Mark Stanley

TITLE

Executive Officer

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

PCC §§ 10335(a), 10340(b)(3)

Contractor's Name:
Los Angeles County Flood Control District

Agreement Number: RMC22509
Exhibit A

1. The term of this Agreement is effective June 5, 2023 through December 31, 2025.
2. The project representatives during the term of this Agreement will be:

Project Manager	Project Manager
State Agency: Rivers and Mountains Conservancy	Contractor: Los Angeles County Flood Control District
Name: Mark Stanley, Executive Officer Melissa Bahmanpour, CPD Manager	Name: Ernesto J. Rivera, Senior Civil Engineer
Phone: 626.815.1019 x100 626.815.1019 x111	Phone: 626.458.6110
Email: mstanley@rmc.ca.gov mbahmanpour@rmc.ca.gov	Email: erivera@dpw.lacounty.gov

Direct all contract inquiries to:

Contract Manager	Contractor Representative
State Agency: Rivers and Mountains Conservancy	Contractor: Los Angeles County Flood Control District
Name: Mark Stanley, Executive Officer Salian Garcia, Budgets & Admin Officer	Name: Ernesto J. Rivera, Senior Civil Engineer
Phone: 626.815.1019 x110	Phone: 626.458.6110
Email: sgarcia@rmc.ca.gov	Email: erivera@dpw.lacounty.gov

Contract representatives may be changed by written notice to the other party.

3. Contractor agrees to provide services in the manner specified herein and as detailed in Exhibit A-1, Contract Description & Scope of Work.
4. This Agreement may be cancelled at any time by either party, in writing, with thirty (30) days advance notice. If cancelled, payment shall be made only for performance authorized up to the date of cancellation. In the case of early termination, a final payment will be made by RMC upon receipt of an invoice covering all costs incurred which were previously authorized prior to notice of cancellation or termination.

Contractor's Name:
Los Angeles County Flood Control District

Agreement Number: RMC22509
Exhibit A-1

CONTRACT DESCRIPTION & SCOPE OF WORK

The RMC, with support from the County of Los Angeles, is leading the development of the project. The Project site is proposed to be located at 5525 E Imperial Hwy, South Gate, CA 90280. The site is currently occupied by the Los Angeles County Flood Control District (LACFCD, "Contractor") and consists of two parcels. The Project is proposing to use only the parcel located south of Imperial Highway, which is approximately eight (8) acres. The Contractor will engage in relocation planning related to the potential relocation of its Imperial Maintenance Yard, to allow for the construction of the South East Los Angeles Cultural Center (SELA CC) at that site. Expenses related to the relocation planning include planning, research, evaluation, due diligence, and negotiations for the maintenance yard relocation site. The potential relocation site of the maintenance yard may be one of the three previously vetted sites:

- Site 1 – Stormwater Maintenance Division's Drying Bed Site in Long Beach
- Site 2 – Swing space located at the NW corner adjacent to the 105/710 interchange in Lynwood
- Site 3 – Swing space located on W. Carson Street in Long Beach.

Eligible expenses related to the continued research and evaluation of other potential relocation sites may be expensed under Task 3.1. These optional expenses cannot exceed \$200,000.00 of the task budget line item.

A task and budget are summarized below:

Task	Budget
Task 1 – Project Management for Development Phase	\$450,000.00
Task 2 – Agency Partnerships and Meetings for Development Phase	\$450,000.00
Task 3 – Project Development	
3.1 Research and Evaluation of Alternate Sites (Sites 1-3), and the optional task of continued research and evaluation of other alternate sites	\$700,000.00
3.2 Due Diligence and Negotiations of New Site	\$700,000.00
3.3 CEQA and Site Design Support	\$700,000.00
NOT TO EXCEED CONTRACT AMOUNT	\$3,000,000.00

Please see Exhibit B – RMC Governing Board Report Item 14, "Consideration of a resolution authorizing the San Gabriel and Lower Los Angeles Rivers and Mountains Conservancy (RMC) Executive Officer to negotiate and approve a professional services agreement with the Los Angeles County Flood Control District (LACFCD) for relocation planning costs for the Southeast Los Angeles (SELA) Cultural Center project," for the full scope of work and budget details.

Contractor's Name:
Los Angeles County Flood Control District

Agreement Number: RMC22509
Exhibit A-2

INVOICING AND PAYMENT

1. Invoicing and Payment

A. For services satisfactorily rendered, and upon receipt and approval of the invoices, the State agrees to compensate the Contractor for actual expenditures incurred during the term of this Agreement for a total not-to-exceed of the amount listed on Page 1 of this Agreement.

B. All services performed under this Agreement shall be identified by the Contractor on the invoiced accordingly. All invoices must include any and all necessary receipts or confirmation for every service performed including summary of deliverable, whenever applicable. Each invoice shall list each service as a separate line item and shall include the minimum requirements listed within this Section. Any invoices received that do not include the minimum requirements below shall not be reimbursed.

C. Invoices no more frequently than monthly shall be mailed or emailed to the RMC office below:

Rivers and Mountains Conservancy
Attn: Fiscal Services
100 N. Old San Gabriel Canyon Road
Azusa, CA 91702
info@rmc.ca.gov

2. Budget Contingency Clause

A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.

B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State or offer an agreement amendment to Contractor to reflect the reduced amount.

3. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927 [Note: 927(b) It is the intent of the Legislature that state agencies pay properly submitted, undisputed invoices, refunds, or other undisputed payments due to individuals within 45 days of receipt or notification thereof, or automatically calculate and pay the appropriate late payment penalties as specified in this chapter].

4. Travel Reimbursement

Travel charges will be reimbursed by the State's per mile rate, which is \$0.655 per mile as of January 1, 2023. Other travel charges eligible for reimbursement, upon approval, include, but are not limited to bus/taxi fares, parking and tolls reasonably and necessarily incurred while conducting state business.

5. Changes to Agreement

Upon mutual agreement of the parties hereto, scope of work, budget, and agreement term may be modified and this Agreement amended to reflect the change(s).

DATE: March 13, 2023

TO: RMC Governing Board

FROM: Melissa Bahmanpour, Project Development Manager

THROUGH: Mark Stanley, Executive Officer

SUBJECT: Item 14: Consideration of a resolution authorizing the San Gabriel and Lower Los Angeles Rivers and Mountains Conservancy (RMC) Executive Officer to negotiate and approve a professional services agreement with the Los Angeles County Flood Control District (LACFCD) for relocation planning costs for the Southeast Los Angeles (SELA) Cultural Center project

PROGRAM AREA: Lower Los Angeles River and Tributary

PROJECT TYPE: Implementation

JURISDICTION: Lower Los Angeles River Corridor

PROJECT MANAGER: Melissa Bahmanpour

RECOMMENDATION: That the San Gabriel and Lower Los Angeles Rivers and Mountains Conservancy (RMC) Governing Board authorize the Executive Officer to negotiate and approve a professional services agreement with the Los Angeles County Flood Control District (LACFCD) for relocation planning costs associated with the Southeast Los Angeles Cultural Center project.

PROJECT DESCRIPTION:

Exhibit A - County of Los Angeles Chief Executive Office (CEO) report back on the SELA Cultural Center to Board of Supervisors (dated June 9, 2022)

Exhibit B - Map of Identified Relocation Site Alternatives

Exhibit C - LA County Flood Control District (LACFCD) Scope of Work

Exhibit D - Budget

Exhibit E - Tasklist and Timeline

Exhibit F - Rio Hondo Confluence Area Opportunity Site Map

The RMC is requesting to enter into a professional services agreement in a not-to-exceed amount of \$3,000,000.00 with the Los Angeles County Flood Control District (LACFCD) to assist with the relocation of their Imperial Maintenance Yard and associated planning costs, which is necessary for the construction of the SELA Cultural Center at that site. The RMC is coordinating closely with the LACFCD on site selection, CEQA, and design development of the SELA Cultural Center. In June 2022, the Los Angeles County Chief Executive Officer released a report directing the Departments of Public Works, LACFCD, and Arts and Culture, to support the RMC with the proposed development of the future SELA Cultural Center (Exhibit A). The RMC is seeking to establish a contract agreement to provide a cost-share mechanism for LACFCD's relocation planning efforts.

LACFCD has identified three potential relocation sites that will be evaluated for use during the CEQA process starting this Spring. A summary of the three (3) potential LACFCD Imperial Yard relocation sites are listed below (Exhibit B – Map of Identified Relocation Site Alternatives):

- LACFCD Relocation Site 1 – Potential Stormwater Maintenance Division's (SWMD) drying bed site.
 - AIN# 7115-001-903
 - Address: 500 Blk of 67th Street, Long Beach, CA
 - Acres: 2.4
 - Owner: Flood Control Div.
 - Site is 5 miles south of the LACFCD Imperial Maintenance Yard.
 - Additional notes: it will require a ramp down to the river so will need ACOE review and SWMD access review as existing 20' drive from 67th street may be too narrow for required turning radii.
- LACFCD Relocation Site 2 – Potential swing space site
 - Site located northwest corner adjacent the 105 and 710 Freeway interchange.
 - Address: Approx. 11700 Wright Road, Lynwood, CA
 - Acres: Approx. 9.1
 - Owner: Caltrans
 - Site is approximately 1.5 miles south of the LACFCD Imperial Maintenance Yard.
 - Additional notes: Has been used for staging in past and already has water and power connections.
- LACFCD Relocation Site 3 – both potential SWMD drying bed and swing space site
 - AIN # 7140-014-939
 - Address: ~ 1000 W Carson St, Long Beach, CA 90810
 - Acres: ~10
 - Owner: Los Angeles County
 - Site is approximately 7 mile south of the LACFCD Imperial Maintenance Yard
 - Additional notes: Poor percolation
- LACFCD Relocation Site 4 – Swing Space site #3 (site was investigated but not currently selected for evaluation during CEQA)
 - AIN # 6233-033-905
 - Address: 7295 Quill Dr. Downey, CA
 - Acres: 20
 - Owner: Los Angeles County
 - Site is approximately 1 mile northeast of the LACFCD Maintenance Yard
 - Additional notes: Former site of Los Padrinos Juvenile Hall

If authorized, funds would support LACFCD's Imperial Yard relocation planning efforts, including research, evaluation, due diligence, and negotiations for the maintenance yard relocation site (Exhibit C). Research and evaluation for continuing to search for additional relocation sites will not exceed \$200,000.00 of the total agreement.

BACKGROUND:

The SELA Cultural Center project developed from the 2018 Lower LA River Revitalization Plan (LLARRP), in which it is identified as the Rio Hondo Confluence Area (Exhibit F). Initiated by the 2015 passage of AB 530, the Lower Los Angeles River Working Group completed an 18-month outreach and planning process to create the Lower LA River Revitalization Plan. The plan generated opportunities for urban river enhancements that can also increase open space, recreation, housing, active transportation, and business development.

The RMC, with support from the County of Los Angeles Public Works and Flood Control District, is leading the development of the project. The Project site is located at 5525 E Imperial Hwy, South Gate, CA 90280. The site is currently occupied by the Los Angeles County Flood Control District and consists of two parcels. The Project will use only the site located south of Imperial Highway, which is approximately eight (8) acres.

In 2019, the RMC Board approved a contract with Geosyntec to provide site selection, feasibility, and pre-concept technical services for a community cultural center in southeast Los Angeles. Desirable qualities for the final determined site included adjacency to the Los Angeles (LA) River and Rio Hondo, unique views to and from the site, connection to existing and planned transit and trail systems, and proximity to existing and planned park and recreational spaces.

In fiscal year 2017/2018 the RMC received a general fund grant from the California Natural Resources Agency (CNRA) for local assistance for the Southeast Los Angeles (SELA) Cultural Center project. The agreement was executed on May 1, 2020, with a performance period through March 1, 2024. The grant funds are to be used to support Lower Los Angeles River Community Restoration and Revitalization projects, specifically local assistance for the SELA Cultural Center project. The scope of work for the CNRA grant to RMC includes three (3) key tasks:

- 1) To facilitate continuity and connectivity between LACFCD's Imperial Yard (south yard) relocation planning and the development of the SELA Cultural Center project;
- 2) To support CEQA environmental services for the SELA Cultural Center; and
- 3) For the River Ranger Pilot Program Implementation Project.

This contract, if approved, would enable the RMC to begin implementing task one of the CNRA grant. It would also ensure continued close collaboration with LACFCD as we begin CEQA for the SELA Cultural Center.

FISCAL INFORMATION:

The agreement performance period will be the date of negotiated agreement (no earlier than the date of this report) through no later than December 31, 2025. The total amount of the agreement will not exceed \$3,000,000. Funding for the contract will be sub-contracted from the Natural Resources Agency and RMC Grant Agreement GF1710-0, which is funded from Budget Act of 2017:

Budget Act of 2017 (AB 97), Ch. 14

SEC. 2.00 Item 0540-101-0001 – For local assistance, Secretary of the Natural Resources Agency.....(1)(m): Los Angeles County, River Restoration Projects.....\$10,000,000 [of which \$7,000,000 was granted to the Rivers and Mountains Conservancy].

Funding may also be allocated from the following General Fund appropriations:

Budget Act of 2018 (SB 840), Ch. 29

SEC. 2.00 Item 0540-101-0001 – For local assistance, Secretary of the Natural Resources Agency.....(1)(f) Los Angeles River Community Restoration and Revitalization Projects\$20,000,000 [of which \$19,000,000 was transferred to Rivers and Mountains Conservancy in accordance to Provisions 2 and 3000).

Budget Act of 2021 (SB 170), Ch. 240

SEC 19.57 (e)(13) \$62,600,000 to the San Gabriel and Lower Los Angeles Rivers and Mountains Conservancy for the following purposes: (C)(I) \$45,000,000 for the Southeast Los Angeles Cultural Center Project.

LEGISLATIVE AUTHORITY AND RMC ADOPTED POLICIES/AUTHORITIES:

The Rivers and Mountains Conservancy (RMC), Public Resources Code Division 22.8, statute provides in part that:

Section 32602: There is in the Resources Agency, the San Gabriel and Lower Los Angeles Rivers and Mountains Conservancy, which is created as a state agency for the following purposes:

- (a) To acquire and manage public lands within the Lower Los Angeles River and San Gabriel River watersheds, and to provide open-space, low-impact recreational and educational uses, water conservation, watershed improvement, wildlife and habitat restoration and protection, and watershed improvement within the territory.
- (b) To preserve the San Gabriel River and the Lower Los Angeles River consistent with existing and adopted river and flood control projects for the protection of life and property.
- (c) To acquire open-space lands within the territory of the conservancy.

Section 32604: The conservancy shall do all of the following:

- (a) Establish policies and priorities for the conservancy regarding the San Gabriel River and the Lower Los Angeles River, and their watersheds, and conduct any necessary planning activities, in accordance with the purposes set forth in Section 32602.
- (b) Approve conservancy funded projects that advance the policies and priorities set forth in Section 32602.
- (d) To provide for the public's enjoyment and enhancement of recreational and educational experiences on public lands in the San Gabriel Watershed and Lower Los Angeles River, and the San Gabriel Mountains in a manner consistent with the protection of lands and resources in those watersheds.

Section 32614: The conservancy may do all of the following:

- (b) Enter into contracts with any public agency, private entity, or person necessary for the proper discharge of the conservancy's duties, and enter into a joint powers agreement with a public agency, in furtherance of the purposes set forth in Section 32602.
- (e) Enter into any other agreement with any public agency, private entity, or person necessary for the proper discharge of the conservancy's duties for the purposes set forth in Section 32602.
- (f) Recruit and coordinate volunteers and experts to conduct interpretive and recreational programs and assist with construction projects and the maintenance of parkway facilities.

Further, Section 32614 provides that: The conservancy may do all of the following:

- (g) Undertake, within the territory, site improvement projects, regulate public access, and revegetate and otherwise rehabilitate degraded areas, in consultation with any other public agency with appropriate jurisdiction and expertise, in accordance with the purposes set forth in Section 32602. The conservancy may also, within the territory, upgrade deteriorating facilities and construct new facilities as needed for outdoor recreation, nature appreciation and interpretation, and natural resources projection. The conservancy may undertake those projects by itself or in conjunction with another local agency; however, the conservancy shall provide overall coordination of those projects by setting priorities for the projects and by ensuring a uniform approach to projects. The conservancy may undertake those projects with prior notification to the legislative body of the local agency that has jurisdiction in the area in which the conservancy proposes to undertake that activity.

Section 32614.5:

- (a) The conservancy may award grants to local public agencies, state agencies, federal agencies, and nonprofit organizations for the purposes of this division.
- (b) Grants to nonprofit organizations for the acquisition of real property or interests in real property shall be subject to all of the following conditions:
 - (1) The purchase price of any interest in land acquired by the nonprofit organization may not exceed fair market value as established by an appraisal approved by the conservancy.
 - (2) The conservancy approves the terms under which the interest in land is acquired.
 - (3) The interest in land acquired pursuant to a grant from the conservancy may not be used as security for any debt incurred by the nonprofit organization unless the conservancy approves the transaction.
 - (4) The transfer of land acquired pursuant to a grant shall be subject to the approval of the conservancy and the execution of an agreement between the conservancy and the transferee sufficient to protect the interests of the state.

- (5) The state shall have a right of entry and power of termination in and over all interests in real property acquired with state funds, which may be exercised if any essential term or condition of the grant is violated.
 - (6) If the existence of the nonprofit organization is terminated for any reason, title to all interest in real property acquired with state funds shall immediately vest in the state, except that, prior to that termination, another public agency or nonprofit organization may receive title to all or a portion of that interest in real property, by recording its acceptance of title, together with the conservancy's approval, in writing.
- (c) Any deed or other instrument of conveyance whereby real property is acquired by a nonprofit organization pursuant to this section shall be recorded and shall set forth the executor interest or right of entry on the part of the state.

RMC22509

Exhibit A

Item 14 Exhibit B



County of Los Angeles CHIEF EXECUTIVE OFFICE

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

FESIA A. DAVENPORT
Chief Executive Officer

June 9, 2022

To: Supervisor Holly J. Mitchell, Chair
Supervisor Hilda L. Solis
Supervisor Sheila Kuehl
Supervisor Janice Hahn
Supervisor Kathryn Barger

From: Fesia A. Davenport
Chief Executive Officer

Board of Supervisors
HILDA L. SOLIS
First District

HOLLY J. MITCHELL
Second District

SHEILA KUEHL
Third District

JANICE HAHN
Fourth District

KATHRYN BARGER
Fifth District

REPORT BACK ON THE SOUTHEAST LOS ANGELES CULTURAL CENTER (ITEM NO. 40-B, AGENDA OF NOVEMBER 30, 2021)

On November 30, 2021, the Board of Supervisors (Board) approved a motion that directed the Chief Executive Officer, in collaboration with County Counsel, and the Departments of Public Works (PW) and Arts and Culture, to report back to the Board and provide a conceptual roadmap for the proposed development, construction, and operation of the future Community Cultural Center in Southeast Los Angeles (Center). The current site chosen for the Center is the southern portion of the Los Angeles County Flood Control District's (FCD) Imperial Yard (South Yard), therefore, the impact and relocation of the FCD operations will also need to be considered. The motion also instructed the Chief Executive Officer, in consultation with County Counsel, to negotiate and return to the Board with a proposed long-term lease of the FCD South Yard.

The idea for the Center came from California Assembly Speaker Anthony Rendon's office and has been led by the San Gabriel and Lower Los Angeles Rivers and Mountains Conservancy (RMC) from the start. In 2019, the RMC Board approved a contract with Geosyntec to provide site selection, feasibility, and pre-concept technical services for a community cultural center in southeast Los Angeles. Desirable qualities for the site included adjacency to the Los Angeles (LA) River and Rio Hondo, unique views to and from the site, connection to existing and planned transit and trail systems, and proximity to existing and planned park and recreational spaces. Geosyntec came back in July 2019 with three locations identified as possible sites for the new cultural center:

- Site A is located in the City of South Gate and is owned by the Los Angeles County Sanitation District. It currently serves as a transfer station for waste and recycling and is bordered to the north by Southern Ave, to the east by the Rio Hondo, and to the south and west by Garfield Ave.

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- Site B is located in the City of South Gate and is owned by the City of South Gate, except for the southwestern corner of the property that is owned by the City of Los Angeles Department of Water and Power. The portion of property owned by the City of South Gate is currently used by Universal Waste Systems Nursery and Supply for its commercial nursery and soil supply operations; the portion owned by the City of Los Angeles Department of Water and Power serves as a utility easement for transmissions lines. The site is diamond-shaped and bordered to the northeast by a Union Pacific rail line, to the southeast by the Rio Hondo, to the southwest by the LA River, and to the northwest by Interstate 710.
- Site C is located in the City of South Gate and is owned by the FCD. It currently serves as a maintenance yard with a few administrative offices located in the northern portion of the property. The site is bordered to the north by Imperial Hwy., to the east by a utility easement for transmission lines, to the south by Hollydale Regional Park, and to the west by the LA River.

RMC ultimately selected Site C as the chosen location and officially informed the FCD on July 22, 2019.

As requested by the Board, the following are updates and recommendations for proposed next steps toward the eventual completion of the Center.

Designation of the California Environmental Quality Act (CEQA) Lead Agency

The Chief Executive Office (CEO) recommends that RMC be designated as the CEQA Lead Agency. RMC is currently serving as the Lead Agency and has already hired a CEQA planning consultant. At this time, the CEQA consultant contract does not include the relocation of the FCD South Yard. Since the siting of the Center is closely tied to and cannot proceed without the FCD South Yard relocation, RMC needs to ensure the FCD relocation impacts are included in the CEQA review.

Development of a Fundraising Plan

The CEO recommends that the Southeast Arts and Culture Foundation (Foundation) coordinate all fundraising efforts for the Center. According to RMC, the Foundation was established to support and oversee fundraising efforts for the Center, solicit and manage community outreach, and work with local artists to ensure the Center will provide the resources sought by the artistic community. The CEO recommends that the Foundation solicits assistance from the Los Angeles Philharmonic (LA Phil) in the fundraising activities as the LA Phil has been successful in raising funds for similar projects such as the Judith and Thomas L. Beckmen YOLA (Youth Orchestra Los Angeles) Center in Inglewood.

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The total project cost estimate for the Center, excluding costs associated with the relocation of the FCD South Yard, currently ranges from \$170 million to \$215 million depending upon the value engineering options selected. PW has not been successful in finding a permanent site for their FCD South Yard but has identified a temporary location at a California Department of Transportation (CALTRANS) property in the City of Lynwood that can be leased for approximately five years. PW estimates the cost for the temporary relocation to be approximately \$70 million. Therefore, the total cost estimate for the Center must include not only the temporary FCD relocation cost, but also cost implications for the annual lease with CALTRANS and the permanent FCD relocation once a location is identified. CEO will partner with RMC to work with CALTRANS and State officials on the terms of use and fair market value.

Additionally, per Article 16, Section 6 of the State Constitution, the FCD cannot lease its land for non-FCD purposes without receiving fair market value rent. Therefore, the project must plan for associated lease payments in the development of the operating costs for the Center.

The project has already received \$74 million in State grants. RMC is applying for additional State grants, as well as federal grants and continues exploring further value engineering opportunities to reduce costs. However, the currently large funding gap indicates that fundraising will be a significant part of the funding plan. It is also important to note that funding has not yet been developed nor identified for the on-going operating costs and will need to be considered.

In an effort to ensure PW FCD operations is not adversely impacted, the CEO recommends that RMC, as the project lead, identify and confirm the funding commitments necessary to fully fund the Center project, including costs associated with the temporary and permanent relocation of the FCD South Yard before implementation of any construction activities. These commitments should be formalized in a Funding Agreement between RMC and the County.

Collaboration on Design of the Center

The CEO recommends that RMC lead the design for the Center project.

Collaboration on Community Outreach and Engagement

The CEO recommends that the Foundation be designated as the lead on community outreach and engagement. The Foundation has already begun to engage the community on the Center, including presenting conceptual designs of the project to the public at the LA River End of Summer Festival, establishing a website to provide information on project, and conducting surveys to gather local community input on the project.

Designation of Construction Lead

The CEO recommends that RMC lead construction activities for the Center project. The CEO, however, recommends that PW be designated the construction lead for the South Yard

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relocation effort. The South Yard currently supports vital infrastructure that the FCD needs for its operations such as underground tanks for refueling vehicles, storage sheds for securing equipment and drying beds for desiccating damp material. Given these specific needs, the FCD is uniquely qualified to be the construction lead for the relocation to ensure the appropriate resources are present at the new location.

Development of a Workforce Investment Program

The CEO recommends that RMC be responsible for developing the Workforce Investment Program for the Center project. The CEO also recommends that County policies such as the Local and Targeted Worker Hiring program be adhered to and incorporated.

Designation of Operational and Programmatic Leads

The CEO recommends that the LA Phil, as the anchor tenant at the Center, take the operational and programmatic lead for the Center.

Additionally, the Department of Arts and Culture has expressed interest in having a supportive role at the Center, such as providing Arts programming, once the Center is in operation. If they decide to participate, the Department of Arts and Culture will be responsible for identifying and funding required on-going costs through their Departmental Budget.

Long-Term Lease of the FCD South Yard

The CEO recommends that PW determine the fair market lease rate for the FCD South Yard and, then in collaboration with County Counsel, develop and negotiate the lease agreement with RMC.

The County remains supportive of the Center project and committed to partnering with State and local agencies to assist in the project development and delivery.

Should you have any questions concerning this matter, please contact me or Vanessa Moody, Senior Manager, Capital Programs at (213) 974-1360 or vmooddy@ceo.lacounty.gov.

FAD:JMN:JTC
VM:AMA:AB:ns

c: Executive Office, Board of Supervisors
County Counsel
Arts and Culture
Public Works



The site is located at 5525 E Imperial Hwy, South Gate, CA 90280, consisting of two parcels, and is currently occupied by the LACFCD.

The SELA Cultural Center will use only the site located south of Imperial Highway, which is approximately **eight (8) acres**.

Current Building Program:

- Cultural Center Building – 82,580 gross square feet

Item 14 Exhibit B

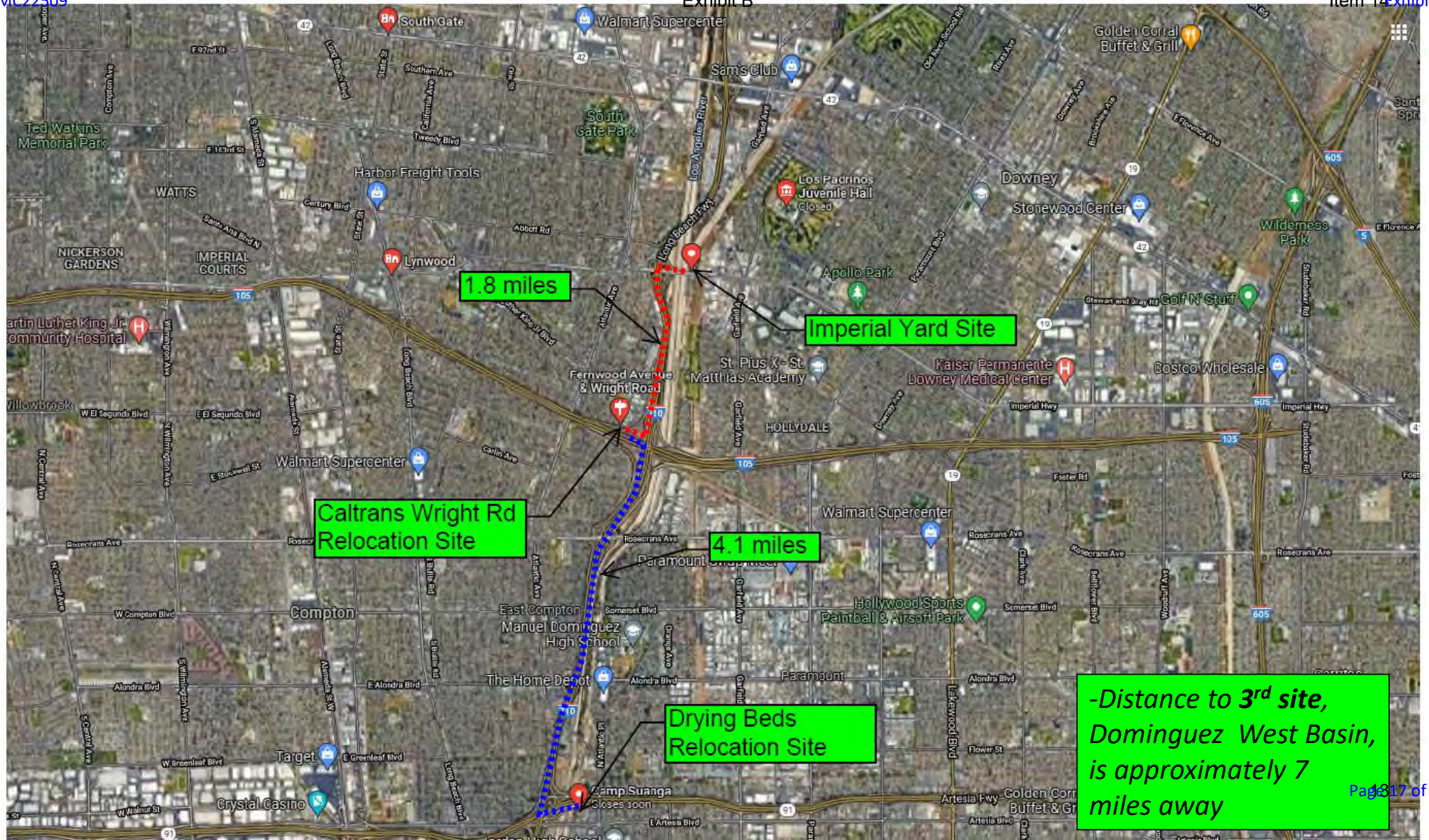
SITE PLAN

The building program is broken down as follows:

- Music Program– 24,047 gross square feet
- Visual Arts Program – 36,157 gross square feet
- Community Program – 22,376 square feet

There is an additional approximately 350,000 square feet of site programming consisting of plazas, landscaping, roads, and parking.







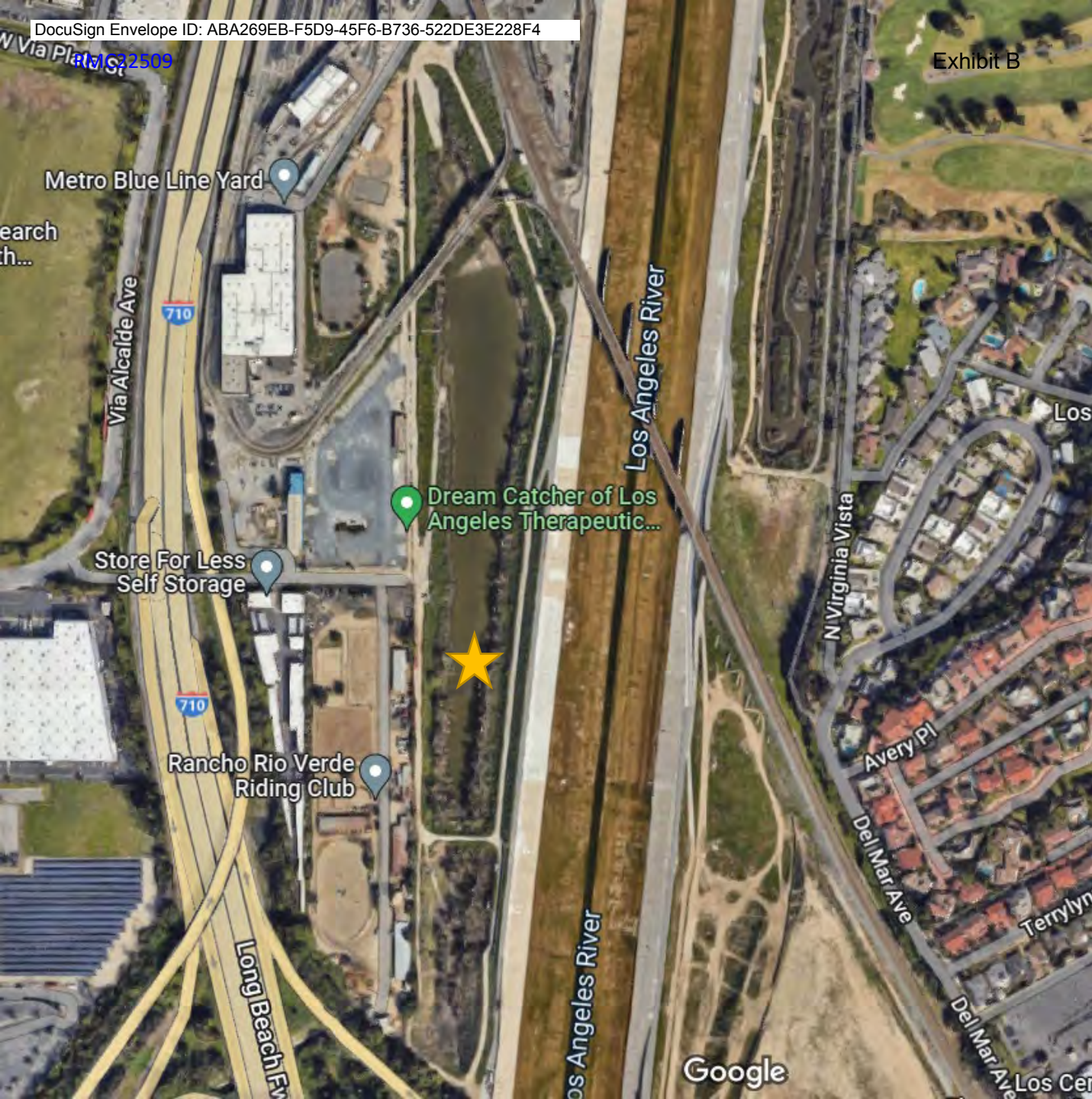
FCD Relocation Site 1 – Stormwater Maintenance Division's (SWMD) Drying Bed Site.

- AIN# 7115-001-903
- Address: 500 Blk of 67th Street, Long Beach, CA
- Acres: 2.4
- Owner: Flood Control Div.
- Site is 5 miles south of the LACFCD Maintenance Yard.
- Additional notes: it will require a ramp down to the river so will need ACOE review and SWMD access review as existing 20' drive from 67th street may be too narrow for required turning radii.



FCD Relocation Site 2 – swing space site #1

- Site located northwest corner adjacent the 105 and 710 Freeway interchange.
- Address: Approx. 11700 Wright Road, Lynwood, CA
- Acres: Approx. 9.1
- Owner: Caltrans
- Site is approximately 1.5 miles south of the LACFCD Maintenance Yard.
- Additional notes: Has been used for staging in past and already has water and power connections.



FCD Relocation Site 3 – swing space site #2 (Dominguez West Basin)

- AIN # 7140-014-939
- Address: ~ 1000 W Carson St, Long Beach, CA 90810
- Acres: ~10
- Owner: LA County
- Site is approximately 7 mile south of the LACFCD Maintenance Yard

RMC Grant - SELA Cultural Center/Imperial Yard Relocation Planning

PROJECT DESCRIPTION:

As identified in the Lower Los Angeles River Revitalization Plan and the LA River Master Plan, the Rio Hondo Confluence Area Project (RHCAP) is located at one of the key opportunity sites along the Los Angeles River. Within the RHCAP, 12 Opportunity Areas had design concepts developed and one of the signature features is to incorporate the cultural identity and history of the southeast Los Angeles County communities into the overall programming and design of the site with a cultural center.

Proposed by Assembly Speaker Anthony Rendon, the Southeast Los Angeles (SELA) Cultural Center Project is led by the San Gabriel and Lower Los Angeles Rivers and Mountains Conservancy (RMC) and is a proposed multi-arts facility to be constructed at the current site of the Los Angeles County Flood Control District's South Imperial Yard maintenance facility located adjacent to the Los Angeles River on Imperial Highway at 5525 East Imperial Highway, South Gate, CA 90280.

In March 2020, RMC provided a schedule to The Los Angeles County Flood Control District (FCD) stating it would need to permanently vacate the southern portion of its Imperial Yard (south of Imperial Highway) to create space for the SELA Cultural Center by mid-2023. Current date of relocation is now by early 2026.

The relocation site of the southern portion of Imperial Yard to a new site will need to be identified. The new facilities will need to be designed/constructed to replace those currently at the existing yard.

Project Management and Agency Partnership for Development Phase (\$900,000)

TASK 1: Project Management

The FCD will provide project management across all tasks of this scope and grant management for the life of the grant, including but not limited to administrative oversight, financial accounting, and program implementation.

TASK 2: Agency Partnership

Partnerships between FCD, CEO, RMC, State and other river-adjacent governments and agencies are crucial for the relocation of the Imperial Yard site given the importance of the site's services for all critical Flood Control District facilities in the region. FCD will attend RMC led advisory committee meetings and coordinate with all river adjacent agencies such as cities, police agencies, Los Angeles County departments, regional agencies, and other stakeholders as indicated in Los Angeles County Board Letter Report Back dated June 9, 2022.

Project Development (\$2,100,000)**TASK 3: Project Development****3.1 Research and Evaluation of Alternate Sites**

Research and evaluation of alternate and permanent site(s) for the Relocation of the Imperial Yard South will be conducted by Los Angeles County Public Works Stormwater Planning Division, Operations Services Division, Survey Mapping and Property Management and Project Management II with assistance from consultants. Further evaluation and feasibility of the following previously identified potential relocation sites:

Relocation Site 1 – Stormwater Maintenance Division's (SWMD) Drying Bed Site.

AIN# 7115-001-903

Address: 500 Blk of 67th Street, Long Beach, CA

Acres: 2.4

Owner: Flood Control Div.

Relocation Site 2 – Swing space site #1

Site located northwest corner adjacent the 105 and 710 Freeway interchange.

Address: Approx. 11700 Wright Road, Lynwood, CA

Acres: Approx. 9.1

Owner: Caltrans

Relocation Site 3 – Swing Space site #2

AIN # 7140-014-939

Address: ~ 1000 W Carson St, Long Beach, CA 90810

Acres: ~10

Owner: LA County

Relocation Site 4 – Swing Space site #3 (site was investigated but not currently selected for evaluation)

AIN # 6233-033-905

Address: 7295 Quill Dr. Downey, Ca

Acres: 20

Owner: LA County

Research and evaluation of alternate and permanent site(s) for the Relocation of the Imperial Yard South will be conducted by Los Angeles County Public Works Stormwater Planning Division, Operations Services Division, Survey Mapping and Property Management and Project Management II with assistance from consultants in the research of private, as well as perform an in-house search for other Los Angeles County Owned properties and other municipality owned sites for the relocation of the Imperial Yard.

Scope of services will include:

- Generating a list of private properties indicating their lot size and probable cost of acquisition.
- Completing an In-house property search that will provide for a 5-mile radius interactive of all sites larger than 6 acres, this will include background easement research, title search and site ownership information for direct contact on site availability.

Research and evaluation of alternate relocation sites not previously identified and listed in the scope of work will be limited to a maximum of \$200,000.00 of this subtask.

3.2 Due Diligence and Negotiations for Relocation Site

If a site is found or provided, the process of due diligence, negotiations for ownership or leasing will commence through partnering with RMC, State Speaker Rendon's offices, LA County Public Works Flood Control District and CEO as indicated in Los Angeles County Board Letter Report Back dated June 9, 2022. This effort will be conducted by Los Angeles County Public Works Stormwater Planning Division, CEO, RMC, State Speaker Rendon's office, Geotechnical and Materials Engineering Division, Survey Mapping and Property Management and Project Management II with assistance from consultants to perform due diligence of possible sites whether privately or publicly owned and will be assisted by in-house subject matter experts to facilitate due diligence review, documentation, and recommendations.

Scope of services will include:

- Performing of a Phase 1 Environmental Site Assessment.
- Performing an ALTA Site Survey to confirm any viable property's metes and bounds identifying all easements and title issues by a licensed Surveyor.
- Working with in-house subject matter experts and or hired Real Estate consultants to perform any site valuations to aide in negotiations.
- Perform initial test fits to evaluate adequacy of identified relocation sites
- Hiring of consultants to perform additional design services to complete any real estate negotiation required documentation necessary for approvals or acceptance.

3.3 CEQA Support

Providing support for CEQA, site design, approvals for the site(s) selected for FCD's relocation shall occur in tandem with Imperial Yard SELA Cultural Center site approvals. This effort will be conducted by Los Angeles County Public Works Stormwater Planning Division, CEO, County Counsel, RMC, State Speaker Rendon's office, Geotechnical and Materials Engineering Division, Survey Mapping and Property Management and Project Management II with assistance from consultants to provide CEQA support and pre-design services.

Scope of services will include:

- Pre-design of Imperial Yard South Relocation and Drying Bed Relocation at designated sites.
- Consultants will provide schedule development, cost estimating services, value-engineering services, sequencing, constructability reviews, subconsultant coordination and procurement recommendations.
- Consultants will also assist with permitting with Army Corps of Engineers for direct access into Los Angeles River as well as all regional planning review requirements as required by the designated jurisdictions having authority.
- Conduct additional test fit and pre-design evaluation on previously identified potential relocation sites

Tentative Project Timeline

	<u>Start Date</u>	<u>Completion Date</u>
Property Search	Spring 2023	Spring 2024
Site Selection Approval		Spring 2024
Pre-Design	Summer 2023	Winter 2025
CEQA/EIR	Spring 2023	Winter 2025

Los Angeles County Flood Control District
Relocation Planning Tasklist & Timeline

#		Task	2023			2024				2025			
			Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
1		Project Management	X	X	X	X	X	X	X	X	X	X	X
2		Agency Partnerships and Meetings	X	X	X	X	X	X	X	X	X	X	X
3		Site Selection											
	3.1	Research and Evaluation of Identified Alternate Sites	X	X	X	X	X						
	3.2	Due Diligence and Negotiation of New Site	X	X	X	X	X						
	3.3	CEQA and Site Design Support	X	X	X	X	X	X	X	X	X	X	X

Task 1 Project Management

Position	Rate	Hours			FTE over 2.75 Years
Civil Engineering Assistant	128.56	100	12856		2%
Senior Civil Engineering Assistant	134.86	100	13486		2%
Associate Civil Engineer	169.86	250	42465		4%
Civil Engineer	216.26	300	64878		5%
Senior Civil Engineer	228.38	150	34257		3%
Principal Civil Engineer	219.34	100	21934		2%
Head of Real Estate	211.64	50	10582		1%
Prinicpal Real Property Agent	205.48	50	10274		1%
Title Examiner II	142.85	50	7142.5		1%
Project Manager	237.6	400	95040		7%
CONSULTANT (Estimated Cost)			137085.5		
TOTAL			450000		

Task 2 Agency Partnership and meetings

Position	Rate	Hours			FTE over 2.75 Years
Civil Engineering Assistant	128.56	100	12856		2%
Senior Civil Engineering Assistant	134.86	130	17531.8		2%
Associate Civil Engineer	169.86	200	33972		3%
Civil Engineer	216.26	310	67040.6		5%
Senior Civil Engineer	228.38	310	70797.8		5%
Principal Civil Engineer	219.34	120	26320.8		2%
Head of Real Estate	211.64	100	21164		2%
Prinicpal Real Property Agent	205.48	100	20548		2%
Title Examiner II	142.85	50	7142.5		1%
Project Manager	237.6	300	71280		5%
CONSULTANT (Estimated Cost)			101346.5		
TOTAL			450000		

TASK 3 SITE SELECTION**Task 3.1 Research and Evaluation of Alternate Sites**

Position	Rate	Hours			FTE over 1.25 Years
Civil Engineering Assistant	128.56	150	19284		6%
Senior Civil Engineering Assistant	134.86	150	20229		6%
Associate Civil Engineer	169.86	300	50958		12%
Civil Engineer	216.26	250	54065		10%
Senior Civil Engineer	228.38	210	47959.8		8%
Principal Civil Engineer	219.34	50	10967		2%
Head of Real Estate	211.64	200	42328		8%
Prinicpal Real Property Agent	205.48	300	61644		12%
Title Examiner II	142.85	250	35712.5		10%
Project Manager	237.6	450	106920		17%
CONSULTANT (Estimated Cost)			249932.7		

TOTAL			700000		
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Task 3.2 Due Diligence and Negotiation of New Site

Position	Rate	Hours			FTE over 1.25 Years
Civil Engineering Assistant	128.56	225	28926		9%
Senior Civil Engineering Assistant	134.86	250	33715		10%
Associate Civil Engineer	169.86	300	50958		12%
Civil Engineer	216.26	200	43252		8%
Senior Civil Engineer	228.38	220	50243.6		8%
Principal Civil Engineer	219.34	50	10967		2%
Head of Real Estate	211.64	200	42328		8%
Principal Real Property Agent	205.48	300	61644		12%
Title Examiner II	142.85	250	35712.5		10%
Project Manager	237.6	350	83160		13%
CONSULTANT (Estimated Cost)			259093.9		
TOTAL			700000		

Task 3.3 CEQA and Site Design Support

Position	Rate	Hours			FTE over 2.75 Years
Civil Engineering Assistant	128.56	260	33425.6		5%
Senior Civil Engineering Assistant	134.86	240	32366.4		4%
Associate Civil Engineer	169.86	300	50958		5%
Civil Engineer	216.26	300	64878		5%
Senior Civil Engineer	228.38	250	57095		4%
Principal Civil Engineer	219.34	100	21934		2%
Head of Real Estate	211.64	50	10582		1%
Principal Real Property Agent	205.48	100	20548		2%
Title Examiner II	142.85	50	7142.5		1%
Project Manager	237.6	600	142560		10%
CONSULTANT (Estimated Cost)			258510.5		
TOTAL			700000		

LOWER LOS ANGELES RIVER

Opportunity Assessment

Exhibit F

Item 14 Exhibit B

Opportunity Area

Rio Hondo Confluence Area

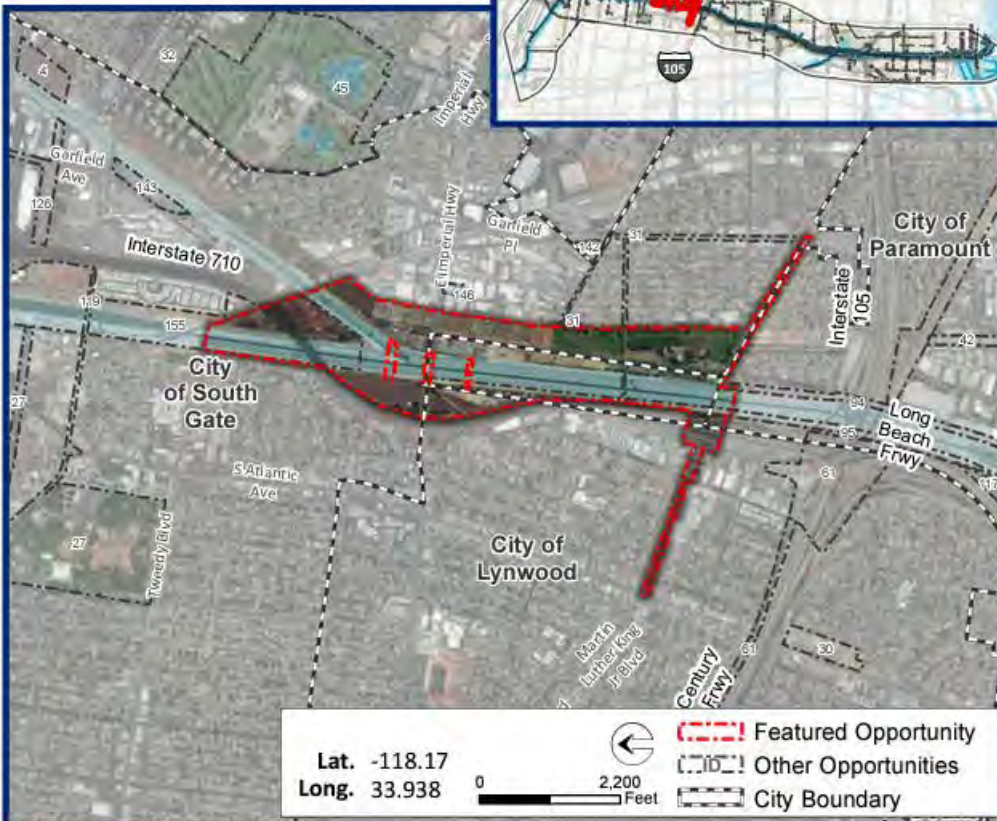
Opportunity ID Opportunity Driver

3

Open Space Areas, WG
Mark-Up

Opportunity Description

Area available for habitat restoration, water quality features, amphitheater, community center; create educational opportunities, homeless camps; Parque Dos Rios is owned by WCA; A portion of the site is a Tongva cultural site



Plan Element	Objective	Applicable Metrics Advanced (%)
Water and Environment	Conserve, Enhance, and Restore Habitat, Biodiversity, and Floodplain Functions	100
	Enhance Local Water Capture and Use	100
	Improve Environmental Quality	100
	Manage Flood Risk	100
Public Realm	Enhance Connectivity	100
	Improve User Experience and Equitable Access	100
	Enhance and Create Diverse, Vibrant Public Spaces	100
Community Economics, Health, and Equity	Address Homelessness	75
	Increase Community Green Infrastructure	100
	Increase Equitable Community Access to Multi-use Trails, Assets	100
	Prevent Local Gentrification-Induced Displacement	100
	Promote Wellness and Physical Activity	100
	Support and Develop Local Business and Workforce	100
		100

Opportunity Potential
(Average of Applicable Metrics Advanced)

98

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LOWER LOS ANGELES RIVER

Opportunity Assessment

Item 14 Exhibit B



Opportunity Area		
Rio Hondo Confluence Area		
Opportunity ID 3		

ID	Building Block	Applied
1	Active space	X
2	Additional permanent homeless shelters	
3	Bioswales	X
4	Boardwalks and overlooks	
5	Brownfields remediation	X
6	Climbing wall	
7	Commercial zone access	X
9	Community garden	X
10	Community gateway	
12	Continuous park space	X
13	Curb cuts/street eddy basins	
14	Destination stops	X
15	Diversion to sanitary sewer	
16	Drinking fountains	X
17	Dry wells	
18	Elevated paths	
20	Equestrian trails	X

ID	Building Block	Applied
21	Bike hubs	X
22	Floodplain expansion	
23	Green infrastructure	X
24	Habitat area	
25	Habitat corridor	
26	Historical, cultural, environmental education/assets/signage	X
27	Homeless space sharing	
28	Infiltration basins and trenches	
29	In-river access and safety	X
30	Leverage planned regional water recycling projects	
31	Leverage pump stations to convey stormwater	
32	Lighting	X
36	Loop and spur trails	
37	Low income access	X
38	Low water crossings	X
39	Low-flow channel modifications	X
40	Multi-use publicly-owned properties	
41	Onsite water recycling	
42	Open space access	X

ID	Building Block	Applied
44	Overcrossing	X
45	Oyster bed restoration	
46	Passive space	X
47	Pedestrian and cyclist access	X
48	Permeable paving	
49	Plazas	
50	Pop-up parks	X
52	Property acquisition	X
53	Public art and murals	X
54	Recreation center	X
55	Regional gateway	
56	Regrading for landscape topography restoration	
58	Residential zone access	X
59	Restrooms	
60	River amphitheater	X
61	Rubber dams and inundation areas	
62	Safe crossings	X
63	Seating	
64	Security	X
65	Shallow groundwater banking	
67	Signage	X
68	Stream restoration	

ID	Building Block	Applied
69	Sub-regional water recycling facility	
70	Traffic calming	
71	Trailheads and staging areas	X
72	Transit-oriented development	
73	Tunnels	
74	Undercrossing	
75	Water capture and onsite storage	X
76	Water recreation	
78	Shade (veg or structural)	X

March 13, 2023 – Item 14

RESOLUTION 2023-14

RESOLUTION AUTHORIZING THE SAN GABRIEL AND LOWER LOS ANGELES RIVERS AND MOUNTAINS CONSERVANCY (RMC) EXECUTIVE OFFICER TO NEGOTIATE AND APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT FOR RELOCATION PLANNING COSTS FOR THE SOUTHEAST LOS ANGELES (SELA) CULTURAL CENTER PROJECT

WHEREAS, the legislature has found and declared that the San Gabriel River and its tributaries, the Lower Los Angeles River and its tributaries, and the San Gabriel Mountains, Puente Hills, and San Jose Hills constitute a unique and important open space, environmental, anthropological, cultural, scientific, educational, recreational, scenic, and wildlife resource that should be held in trust to be preserved and enhanced for the enjoyment of, and appreciation by, present and future generations; and

WHEREAS, the State of California has authorized an expenditure of local assistance funds enacted in the Budget Act of 2017 (Assembly Bill No. 97, Chapter 14) to the San Gabriel and Lower Los Angeles Rivers and Mountains Conservancy for local assistance, Secretary of the Natural Resources Agency: Los Angeles County, River Restoration Projects in the amount of ten million dollars (\$10,000,000), and of this amount, allocation to the Rivers and Mountains Conservancy is seven million dollars (\$7,000,000); and,

WHEREAS, the State of California has authorized an expenditure of local assistance funds enacted in the Budget Act of 2018 (Senate Bill No. 840, Chapter 29) to the San Gabriel and Lower Los Angeles Rivers and Mountains Conservancy for local assistance for the Los Angeles River Community Restoration and Revitalization Projects; and,

WHEREAS, the State of California has authorized an expenditure of local assistance funds enacted in the Budget Act of 2021 (Senate Bill No. 170, Chapter 240) to the San Gabriel and Lower Los Angeles Rivers and Mountains Conservancy for the Southeast Los Angeles Cultural Center Project; and,

WHEREAS, the RMC may enter into any agreement with any public agency, private entity, or person necessary for the proper discharge of the conservancy's duties for the purposes set forth in Section 32602; and

WHEREAS, this action is exempt from the environmental impact report requirements of the California Environmental Quality Act (CEQA); and NOW

Therefore be it resolved that the RMC hereby:

- 1 FINDS that this action is consistent with the San Gabriel and Lower Los Angeles Rivers and Mountains Conservancy Act and is necessary to carry out the purposes and objectives of Division 22.8 of the Public Resources Code.
- 2 FINDS that this action is consistent with the Lower Los Angeles River Working Group and Lower Los Angeles Revitalization Plan and is necessary to carry out the purposes and objectives of Division 22.8 of the Public Resources Code, relating to the Los Angeles

Resolution No. 2023-14

River.

- 3 FINDS that this action is consistent with the Budget Acts of 2017, 2018, and 2021 which provide local assistance for the Southeast Los Angeles Cultural Center Project.
- 4 FINDS the proposed action meets at least one of the purposes of the Budget Acts of 2017, 2018, and 2021 appropriations to the San Gabriel and Lower Los Angeles Rivers and Mountains Conservancy.
- 5 FINDS that the actions contemplated by this resolution are exempt from the environmental impact report requirements of the California Environmental Quality Act.
- 6 ADOPTS the staff report dated March 13, 2023.
- 7 AUTHORIZES the RMC Executive Officer to negotiate and approve a professional services agreement with the Los Angeles County Flood Control District for relocation planning costs for the Southeast Los Angeles (SELA) Cultural Center project in the not-to-exceed amount of \$3,000,000.00 with a performance period through December 31, 2025.

~ End of Resolution ~

Passed and Adopted by the Board of the
SAN GABRIEL AND LOWER LOS ANGELES RIVERS AND MOUNTAINS
CONSERVANCY on March 13, 2023.

Motion _____ Second: _____

Ayes: _____ Nays: _____ Abstentions: _____

Dan Arrighi, Chair

ATTEST:

Elizabeth St. John
Deputy Attorney General

General Terms and Conditions (GTC 04/2017)

EXHIBIT C

1. APPROVAL: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. AMENDMENT: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. ASSIGNMENT: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. AUDIT: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
5. INDEMNIFICATION: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.
6. DISPUTES: Contractor shall continue with the responsibilities under this Agreement during any dispute.
7. TERMINATION FOR CAUSE: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. INDEPENDENT CONTRACTOR: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.
9. RECYCLING CERTIFICATION: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).
10. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.
12. TIMELINESS: Time is of the essence in this Agreement.

13. COMPENSATION: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.
14. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.
15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.
 - a. The Government Code Chapter on Antitrust claims contains the following definitions:
 - 1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
 - 2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.
 - b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.
 - c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.
 - d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:
- a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
 - b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.
18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.
19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:
- a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)
 - b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER: If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

Contractor Certification Clauses

CCC 04/2017

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)	Federal ID Number
Los Angeles County Flood Control District	95-6000927

By (Authorized Signature)

Printed Name and Title of Person Signing

Ernesto J. Rivera, Senior Civil Engineer

Date Executed	Executed in the County of

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,

2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lesser of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably

RMC22509

Exhibit D

required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. GENDER IDENTITY: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and

Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	8/16/2023				
BOARD MEETING DATE	9/12/2023				
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	CONSTRUCTION-RELATED CONTRACT PUBLIC CONTRACTING AND ASSET MANAGEMENT CORE SERVICE AREA AWARD CONSULTANT SERVICES AGREEMENTS ON-CALL SURVEYING, RIGHT-OF-WAY ENGINEERING, AND RELATED SERVICES FOR FEDERALLY AND NON-FEDERALLY FUNDED PROJECTS (ALL SUPERVISORIAL DISTRICTS) (3 VOTES)				
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	N/A				
COST & FUNDING	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">Total cost: \$20 million</td> <td style="width: 50%;">Funding source: Various Public Works Funds</td> </tr> </table>			Total cost: \$20 million	Funding source: Various Public Works Funds
Total cost: \$20 million	Funding source: Various Public Works Funds				
	TERMS (if applicable): An initial term of 3 years plus two 1-year extension options, commencing upon the full execution of each agreement.				
	Explanation: Financing for these services is available in various Public Works funds, primarily Road Fund (B03-Services and Supplies) and Flood Fund (B07-Services and Supplies) Fiscal Year 2023-24 Budgets. Funding to finance future contract years will be requested through the annual budget process. When the need arises for services under these agreements, financing for the required on-call surveying, right-of-way engineering, and related services will be made from the appropriate fund. Total expenditures for these services, however, will not exceed the amount approved by the Board of Supervisors.				
PURPOSE OF REQUEST	Award and delegate authority to the Director of Public Works or his designee to execute consultant services agreements with the following five firms: Guida Surveying, Inc.; Michael Baker International, Inc.; MNS Engineers, Inc.; Psomas; and Tetra Tech, Inc., to provide on-call surveying, right-of-way engineering, and related services for County projects. The agreements will commence upon execution by the County with an initial term of 3 years plus two 1-year extension options if exercised. The aggregate not-to-exceed program amount is \$20 million for the 5-year term.				
BACKGROUND (include internal/external issues that may exist including any related motions)	The five consultant services agreements will allow Public Works to rapidly provide on-call surveying, right-of-way engineering, and related services for various County projects. The agreements will ensure that adequate resources are available to provide on-call surveying, right-of-way engineering, and related services, not only for various Public Works-administered infrastructure improvement projects, but also to accommodate requests for these services from other County departments.				

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 in our "Do Business with Public Work" website. Public Works also notifies all Small Businesses registered with Economic Opportunity (formally known as Workforce Development, Aging and Community Services) and advertises in regional and small newspapers in each of the Supervisorial Districts. Public Works follows Federal contracting laws where applicable, State laws, Public Contract Code, and all Board contracting policies.
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please state which one(s) and explain how: This recommendation supports the Board Directed Priority of Sustainability with the Our County Sustainability Plan as the foundation. The Sustainability Priority focuses on working toward the vision of making the County healthier, livable, economically stronger, more equitable, and more resilient. The recommended actions will improve the economic and social well-being of our communities while maximizing and leveraging resources.
DEPARTMENTAL 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

September 12, 2023

IN REPLY PLEASE

REFER TO FILE: **SMP-8**

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

Dear Supervisors:

**CONSTRUCTION-RELATED CONTRACT
PUBLIC CONTRACTING AND ASSET MANAGEMENT CORE SERVICE AREA
AWARD CONSULTANT SERVICES AGREEMENTS
ON-CALL SURVEYING, RIGHT-OF-WAY ENGINEERING, AND RELATED
SERVICES FOR FEDERALLY AND NON-FEDERALLY FUNDED PROJECTS
(ALL SUPERVISORIAL DISTRICTS)
(3 VOTES)**

SUBJECT

Public Works is seeking Board approval to award and authorize the Director of Public Works or his designee to execute five consultant services agreements for on-call surveying, right-of-way engineering, and related services for federally and non-federally funded County projects.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the proposed actions are not a project pursuant to the California Environmental Quality Act for the reasons stated in this Board letter.
2. Award and delegate authority to the Director of Public Works or his designee to execute consultant services agreements with the following five firms: Guida Surveying, Inc.; Michael Baker International, Inc.; MNS Engineers, Inc.; Psomas; and Tetra Tech, Inc., for an aggregate not-to-exceed program amount of \$20 million for the entire 3-year term plus two additional 1-year extension options, if exercised, commencing upon the full execution of the agreements subject to the State of California Department of Transportation's conformance review and approval.

3. Delegate authority to the Director of Public Works or his designee to administer each of the agreements and, at the discretion of the Director of Public Works or his designee, to exercise the two 1-year extension options to extend the term of the agreements based upon project demands and the level of satisfaction with the services provided with no change to the initial not-to-exceed program amount.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended actions is to award five consultant services agreements that will allow Public Works to rapidly provide on-call surveying, right-of-way engineering, and related services for various federally and non-federally funded County projects, such as road repair, bridge retrofit, storm drain and flood control channel repair, multi-use trail and bikeway projects, pump station projects, and various projects requested by other County departments. Federally funded projects, which are funded through the Federal Highway Administration, require that the solicitation and agreement documents comply with the Local Assistance Procedures Manual.

These agreements will ensure that adequate resources are available to provide on-call surveying, right-of-way engineering, and related services, not only for various Public Works-administered infrastructure improvement projects, but also to accommodate requests for these services from other County departments. The agreements supplement survey, right-of-way engineering, and related services staff. The solicitation for federally and non-federally funded projects were solicited in compliance with the Local Assistance Procedures Manual. Prior to the execution of the consultant services agreements, a financial documents review will be performed by the State of California Department of Transportation to ensure that these agreements are in conformance with Federal guidelines.

Implementation of Strategic Plan Goals

These recommendations support the County Strategic Plan: Strategy II.1, Drive Economic and Workforce Development in the County, Objective II.1.2, Support Small Businesses and Social Enterprises, and Strategy III.3, Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability, Objective III.3.2, Manage and Maximize County Assets, by improving the economic and social well-being of our communities while maximizing and leveraging resources by augmenting County staff resources when workload exceeds staff capacity to provide services accurately, efficiently, timely, and in a responsive manner.

FISCAL IMPACT/FINANCING

The total cost of the on-call surveying, right-of-way engineering, and related services for various federally and non-federally funded County projects shall not exceed an aggregate program amount of \$20 million for five consulting firms over the 3-year period with two optional 1-year extensions for a maximum duration of 5 years.

It is expected that the initial 3-year term for the agreements will start during Fiscal Year 2023-24 and conclude in Fiscal Year 2026-27. The two 1-year extension options, if exercised, would be operative through Fiscal Year 2027-28 and Fiscal Year 2028-29.

The total expenditures for these services will not exceed the amount approved by the Board of Supervisors. Funding for these consultant services agreements is available in various Public Works funds, primarily Road Fund (B03-Services and Supplies) and Flood Fund (B07-Services and Supplies) Fiscal Year 2023-24 Budgets. Funding to finance future agreement years will be requested through the annual budget process. When the need arises for services under these agreements, financing for required on-call surveying, right-of-way engineering, and related services will be made from the appropriate fund.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The recommended consultants are Guida Surveying, Inc.; Michael Baker International, Inc.; MNS Engineers, Inc.; Psomas; and Tetra Tech, Inc. These agreements will commence upon completion of Caltrans' financial documents audit review of consultants' financials and execution by both parties for a period of 3 years. With the Board's delegated authority, Public Works may renew these agreements for two 1-year renewal options for a maximum potential total contract term of 5 years. The recommended consultant services agreements require that consultants demonstrate their good faith efforts to utilize Disadvantaged Business Enterprises.

Standard service agreements have been used that contains terms and conditions in compliance with the Board's ordinances, policies, programs, and Federal contracting terms. The Community Business Enterprises' participation was not included in the solicitation as it conflicts with Federal regulations. Instead, these agreements include a Disadvantaged Business Enterprise goal of 20 percent participation, which was reviewed and approved by Caltrans.

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

Enclosure A is the Proposers' Utilization Participation and Community Business Enterprise Program Information for On-call Surveying, Right-of-Way Engineering, and Related Services for Federally and Non-federally Funded Projects data sheet.

ENVIRONMENTAL DOCUMENTATION

The recommended actions are not a project pursuant to the California Environmental Quality Act (CEQA) because they are activities that are excluded from the definition of a project by Section 15378(b)(5) of the CEQA Guidelines. The proposed action to award on-call surveying, right-of-way engineering, and related services consultant agreements for anticipated future projects is an administrative activity of the government that will not result in direct or indirect changes to the environment. Public Works will return to the Board, as necessary, for consideration of appropriate environmental documentation pursuant to CEQA prior to commencement of activities under the agreements that may constitute a project under CEQA.

CONTRACTING PROCESS

On November 29, 2022, Public Works issued and advertised Request for Proposals (RFPs) for on-call surveying, right-of-way engineering, and related services for federally and non-federally funded projects. The enclosed RFP notification (Enclosure B) was posted on the County's "Doing Business with Los Angeles County" website, Public Works' "Do Business with Public Works" website, and Twitter. In addition, advertisements were placed in the *Los Angeles Daily Journal*, *Los Angeles Sentinel*, *La Opinión*, *Pasadena Star News*, *Press Telegram*, *San Gabriel Valley Tribune*, *Santa Monica Daily Press*, *Daily Breeze*, *The Signal*, and *World Journal* newspapers. Also, Public Works informed 1,355 Local Small Business Enterprises, 147 Social Enterprises, 152 Disabled Veteran Business Enterprises, and 788 Community Business Enterprises about this business opportunity. Twenty-one firms registered on the "Public Works Contract Opportunities" website for this RFP.

On January 25, 2023, six firms submitted proposals. All proposals met the proposal submission requirements of the RFP.

An evaluation committee composed of Public Works technical staff evaluated the proposals as outlined in the RFP, which included their firm's technical expertise, a proposed work plan, experience, personnel, qualification, and an understanding of the work requirements. Based on the evaluation of the proposals, the following firms were selected: Guida Surveying, Inc.; Michael Baker International, Inc.; MNS Engineers, Inc.; Psomas; and Tetra Tech, Inc. The selected firms represent the best qualified firms to provide the required services. Public Works has determined that the firms' proposed rates for performing the services are reasonable. One of the non-selected firms, Hernandez, Kroone & Associates, Inc., submitted a written protest. Public Works responded and determined the protest had no merit.

If the selected firm(s) and eligible subconsultants are not able to meet the required rigorous financial document requirements, the Board is delegating authority to the Director of Public Works to award and execute the agreements with the next highest rated proposer for the on-call surveying, right-of-way engineering, and related services for federally and non-federally funded projects. Public Works has determined that the firms' proposed rates for performing the services are reasonable based on the analysis conducted utilizing the Independent Cost Estimate report as required by the Local Assistance Procedures Manual.

The 3-year contracting history for the selected firms is on file with Public Works.

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

The consultant services agreements include a cost-of-living adjustment provision in accordance with the Board's Policy 5.070 (Multi-Year Services Contract Cost-of-Living Adjustments).

IMPACT ON CURRENT SERVICES (OR PROJECTS)

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

The Honorable Board of Supervisors
September 12, 2023
Page 6

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:db

Enclosures

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

Enclosure A

**PROPOSERS' UTILIZATION PARTICIPATION AND COMMUNITY BUSINESS ENTERPRISE PROGRAM INFORMATION FOR
ON-CALL SURVEYING, RIGHT OF WAY ENGINEERING, AND RELATED SERVICES FOR FEDERAL AND NON-FEDERAL FUNDED PROJECTS**

SELECTED FIRMS

Proposer Name	Local SBE	SBE	Minority	Women	Disadvantaged	Disabled/Vet	Social Enterprise	Lesbian, Gay, Bisexual, Transgender, Queer, and Questioning-Owned Business Enterprise
1 Guida Surveying, Inc.	x			x				
1 AirX Utility Surveyors, Inc.		x		x				
2 Digital Mapping, Inc.		x		x				
3 CL Surveying and Mapping, Inc.		x	x		x			
2 Michael Baker International, Inc.								
1 Dewberry								
2 eTRAC, Inc.								
3 Keystone Aerial Surveys, Inc.								
4 Vertical Mapping Resources				x				
5 Wagner Engineering and Survey, Inc.	x			x	x			
3 MNS Engineers, Inc.								
1 Central Coast Aerial Mapping, Inc.								
2 Fugro USA Marine, Inc.								
3 Geospatial Professional Solutions, Inc. (GPSi)		x			x			
4 Wagner Engineering and Survey, Inc.	x			x	x			
4 Psomas								
1 AeroTech Mapping		x			x			
2 CL Surveying and Mapping		x	x		x			
3 Coast Surveying, Inc.					x			
5 Geospatial Professional Solutions, Inc. (GPSi)		x			x			
6 Keystone Aerial Surveys, Inc.								
7 MBC Aquatic Sciences		x						
5 Tetra Tech, Inc.								
1 Coast Surveying, Inc.			x		x			
2 Conaway Geomatics, Inc.		x						
3 Keystone Aerial Surveys, Inc.								
4 F3 & Associates, Inc.								

NON-SELECTED FIRM

PROPOSERS' UTILIZATION PARTICIPATION AND COMMUNITY BUSINESS ENTERPRISE PROGRAM INFORMATION FOR
ON-CALL SURVEYING, RIGHT OF WAY ENGINEERING, AND RELATED SERVICES FOR FEDERAL AND NON-FEDERAL FUNDED PROJECTS

Proposer Name	Local SBE	SBE	Minority	Women	Disadvantaged	Disabled/Vet	Social Enterprise	Lesbian, Gay, Bisexual, Transgender, Queer, and Questioning-Owned Business Enterprise
1 Hernandez, Kroone and Associates, Inc.				x				

*Information provided by Proposers in response to the Request for Proposal. On final analysis and consideration of award, vendors were selected without regard to race, creed, gender, or color.

FIRM INFORMATION*		Michael Baker International, Inc.		MNS Engineers, Inc.		Psomas		Tetra Tech, Inc.	
Guida Surveying, Inc.		Corporation		Corporation		Corporation		Corporation	
BUSINESS STRUCTURE		Corporation		Corporation		Corporation		Corporation	

CULTURAL/ETHNIC COMPOSITION		NUMBER / % OF OWNERSHIP							
OWNERS/PARTNER	Black/African American		N/A	N/A	1/2%	N/A	N/A	N/A	N/A
	Hispanic/Latino	2/3.17%	N/A	N/A	10/9.2%	N/A	N/A	N/A	N/A
	Asian or Pacific Islander	1/1.01%	N/A	N/A	4/6.5%	N/A	N/A	N/A	N/A
	American Indian		N/A	N/A	1/1.4%	N/A	N/A	N/A	N/A
	Filipino		N/A	N/A	1/4%	N/A	N/A	N/A	N/A
	White	10/95.82%	N/A	N/A	90/81.2%	N/A	N/A	N/A	N/A
	Female (included above)								

COUNTY CERTIFICATION					
CBE		X	N/A	N/A	N/A
LSBE		X	N/A	N/A	N/A
OTHER CERTIFYING AGENCY					

*Information provided by proposers in response to the Request for Proposal. On final analysis and consideration of award, vendors were selected without regard to race, creed, gender, or color.

Enclosure B



(/LACoBids/)

lacounty.gov

[Home \(/LACoBids/\)](#)

+ Solicitation Information

Solicitation Number:	BRC0000384		
Title:	On-Call Surveying, Right of Way Engineering, And Related Services for Federal and Non-Federal Funded Projects		
Department:	Public Works		
Bid Type:	Commodity / Service	Bid Amount:	\$5,000,000.00
Commodity:	CONSULTING SERVICES - ENGINEERING		
Description:	<p>To download, view, or print the RFP documents, please visit https://dpw.lacounty.gov/contracts/aed_rfp/ProjectDetail.aspx?project_id=BRC0000384</p> <p>The County of Los Angeles Department of Public Works (Public Works) is inviting proposals from qualified firms to provide on-call surveying, right of way engineering, and related services for various federal and non-federal funded projects located throughout County of Los Angeles.</p> <p style="text-align: right;">Less</p>		
Open Day:	11/29/2022	Closed Date:	1/25/2023 5:30:00 PM
Contact Name:	Joseph Chang	Contact Phone:	(626) 300-2346
Contact Email:	jochang@dpw.lacounty.gov		
Notice of Intent to Award (0) :	+ Click here to view notice intent to award list.		
Solicitation Award (0) :	+ Click here to view award list.		
Last Changed On:	1/12/2023 4:04:00 PM		

Attachment File (0) :



Click here to download attachment files.



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MARK PESTRELLA, Director

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

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<http://dpw.lacounty.gov>

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

IN REPLY PLEASE

REFER TO FILE:

BRC-2

December 12, 2022

**NOTICE TO PROPOSERS A
REQUEST FOR PROPOSALS
ON-CALL SURVEYING, RIGHT OF WAY ENGINEERING, AND RELATED SERVICES
FOR FEDERAL AND NON-FEDERAL FUNDED PROJECTS
RFP NUMBER: BRC0000384**

This Notice to Proposers A revises and clarifies certain portions of the Request for Proposals (RFP), dated November 29, 2022, for the above-named solicitation, responds to questions received, and is hereby made a part thereof.

REQUEST FOR PROPOSALS

Refer to Article 1, Introduction and Overview, Paragraph 1.1, General.

Delete Section in its entirety and replace with the following:

THIS REQUEST FOR PROPOSALS IS A QUALIFICATIONS BASED SOLICITATION.

The County of Los Angeles Department of Public Works (Public Works) is inviting proposals from qualified firms to provide on-call surveying, right of way engineering, and related services throughout County of Los Angeles.

These contracts will be used for Federally funded projects and non-Federally funded projects. All Federally funded projects are subject to (Local Assistance Procedures Manual (LAPM) for A&E Consultant requirements: Chapter 10 Consultant Selection:

<https://dot.ca.gov/-/media/dot-media/programs/local-assistance/documents/lapm/ch10.pdf>

The objective of this solicitation is to select up to four firms that are the best qualified to provide the requested services. Each selected Consultant will be awarded an aggregate not-to-exceed program amount of \$20,000,000 and will be required to follow all pertinent local, state, Federal laws and regulations. Prior to contract award, the County reserves the right to: 1) increase or decrease the number of selected firms in any category or the total number of contracts; 2) decrease the \$20,000,000 not-to-exceed program amount; and/or 3) increase the \$20,000,000 not-to-exceed program amount by up to twenty-five percent (25%). Following contract award, the County reserves the right to supplement the initial not-to-exceed program amount by up to twenty-five percent (25%).

All services performed by all firms awarded Agreements resulting from this solicitation shall be collectively referred to herein as the "Program." The total, aggregate, not-to-exceed amount for the Program is \$20,000,000. The County may allocate the Program amount across any or all resultant Agreements that are awarded by the County at the County's sole and absolute discretion. The County does not warranty or represent that all, or any portion, of the Program amount will be authorized, allocated, or expended by the County; nor does the County warranty or represent that it will authorize any selected firm to perform any work or services of any monetary amount. Prior to the award, the County reserves the right to increase or decrease the number of selected firms in any size category or the total number of Agreements.


The term of the Consultant Services Agreement (Agreement) will be for three years, commencing on the date of full execution of the contract. The County shall have the right, at its sole option, to extend the term of the Agreement for up to two additional one-year terms. If the County authorizes the Consultant in writing to perform services on a given project prior to the stated expiration date, but thereafter such services are not completed by the stated expiration date, then the expiration of the Agreement shall be automatically extended solely to allow for the completion of such services. County may authorize unforeseen additional services and extend the contract expiration date as necessary to complete those services when the unforeseen additional services are directly related to the initial scope of work and are necessary for the completion of a given project. **The Disadvantaged Business Enterprise (DBE) contract goal is set at 20%.**

Notice to Proposers A
December 12, 2022
Page 3

Please notify your subconsultants to this effect.

Very truly yours,

MARK PESTRELLA, PE
Director of Public Works

A handwritten signature in black ink, appearing to read "Jose Quevedo", with a stylized initial "JQ" on the left.

JOSE QUEVEDO, PE
Assistant Deputy Director
Business Relations and Contracts Division

JQ:jc

BOARD LETTER/MEMO CLUSTER FACT SHEET

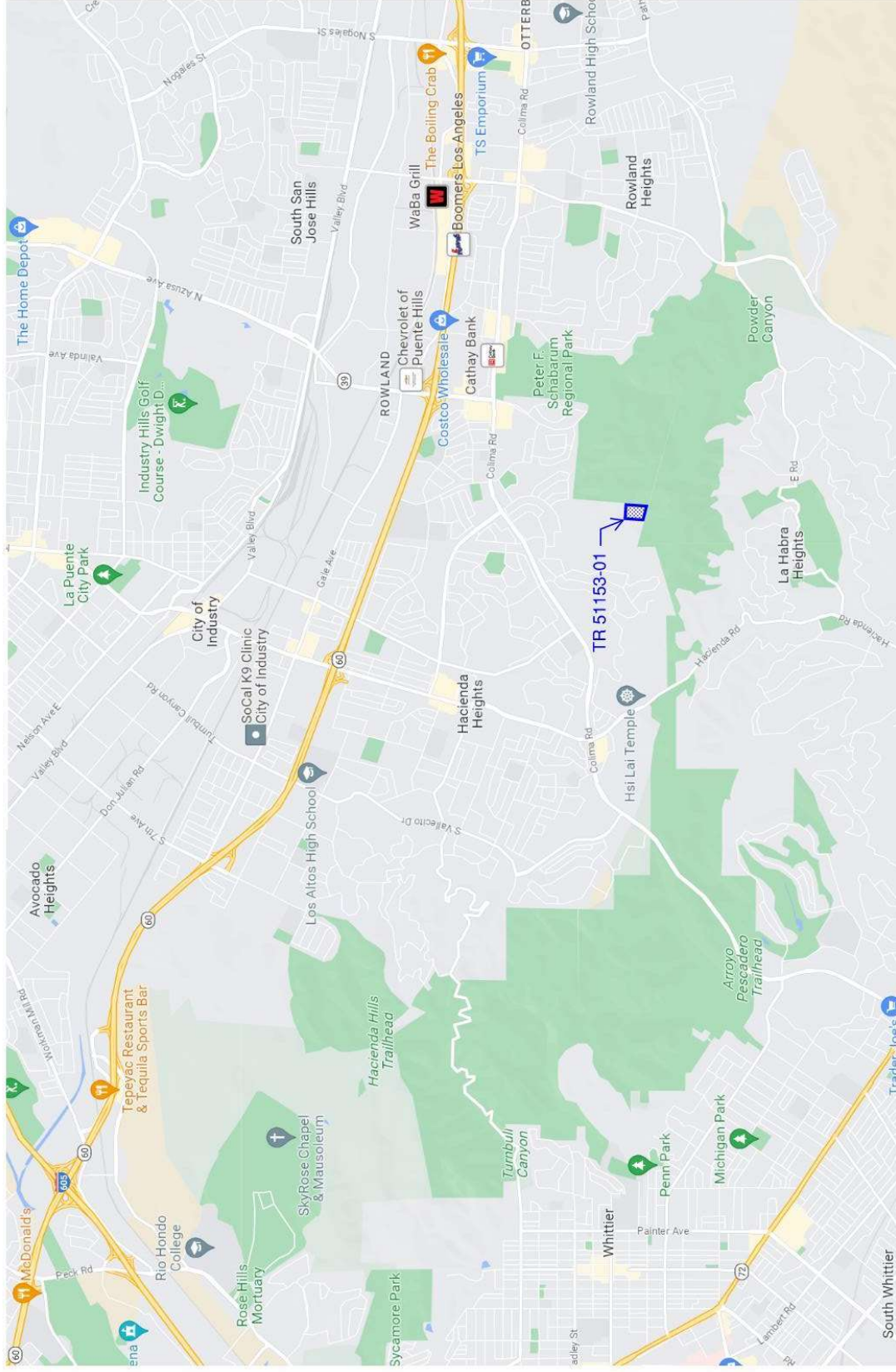
☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	8/16/2023		
BOARD MEETING DATE	9/12/2023		
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	Public Works is seeking Board approval of the final map for Tract 51153-01 in the County unincorporated community of Hacienda Heights and acceptance of grants and dedications as indicated on the final map.		
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	None		
COST & FUNDING	Total cost:	Funding source:	
	\$0	N/A	
	TERMS (if applicable): N/A		
	Explanation: N/A		
PURPOSE OF REQUEST	The purpose of the recommended action is to approve the final map for Tract 51153-01 (enclosed). The proposed final map consists of 10.0 acres and will create one open-space lot.		
BACKGROUND (include internal/external issues that may exist including any related motions)	<p>The Regional Planning Commission approved a vesting tentative tract map for this subdivision on October 21, 2009. The subdivider has complied with all requirements imposed as a condition of the approval of the tentative map, and the final map is in substantial conformance with the approved tentative map.</p> <p>Pursuant to the State Subdivision Map Act, a local agency must approve a final map if the subdivider has complied with all applicable requirements of State and local law and the legislative body finds that the final map is in substantial conformance with the approved tentative map.</p> <p>The grants and dedications, as indicated on the final map, are necessary for construction and maintenance of public infrastructure required by the County for this development.</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: This Board agenda items supports the Board Priority of Sustainability/Homelessness by creating needed housing in the Hacienda Heights area and generates future property tax revenue.		
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Arthur Vander Vis, Interim Deputy Director, (626) 458-4004, cell phone (626) 485-1864, avander@pw.lacounty.gov .		

LOS ANGELES COUNTY PUBLIC WORKS VICINITY MAP



TR 51153-01 (Pacific Heights)



MARK PESTRELLA, Director

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

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

September 12, 2023

IN REPLY PLEASE
REFER TO FILE:

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

DRAFT

Dear Supervisors:

**MUNICIPAL SERVICES CORE SERVICE AREA
APPROVAL OF THE FINAL MAP FOR TRACT 51153-01 AND
ACCEPTANCE OF GRANTS AND DEDICATIONS IN CONNECTION
THEREWITH IN UNINCORPORATED HACIENDA HEIGHTS
(SUPERVISORIAL DISTRICT 1)
(3 VOTES)**

SUBJECT

Public Works is seeking Board approval of the final map for Tract 51153-01 in the County unincorporated community of Hacienda Heights and acceptance of grants and dedications as indicated on the final map.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the approval of the final map for Tract 51153-01 is categorically exempt from the California Environmental Quality Act for the reasons stated in this Board letter.
2. Make findings as follows:
 - a. That the proposed subdivision complies with the applicable requirements and conditions imposed pursuant to the State Subdivision Map Act (Government Code, Section 66410, et seq.) and the County of Los Angeles Subdivision Ordinance (Los Angeles County Code, Title 21) and is in substantial conformance with the Vesting Tentative Tract Map 51153, previously approved by the Regional Planning Commission on October 21, 2009.

DRAFT

- b. That division and development of the property, in the manner set forth on the approved tentative map for this subdivision, will not unreasonably interfere with the free and complete exercise of any rights of way or easements owned by any public entity and/or public utility in accordance with Government Code, Section 66436, subsections (a)(3)(A)(i), of the State Subdivision Map Act.
3. Approve the final map for Tract 51153-01.
4. Accept grants and dedications as indicated on the final map for Tract 51153-01.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended action is to approve the final map for Tract 51153-01 (enclosed). The proposed final map consists of 10.0 acres and will create one open-space lot.

The Regional Planning Commission approved a vesting tentative tract map for this subdivision on October 21, 2009. The subdivider has complied with all requirements imposed as a condition of the approval of the tentative map, and the final map is in substantial conformance with the approved tentative map.

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

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

Implementation of Strategic Plan Goals

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

FISCAL IMPACT/FINANCING

There will be no adverse impact to the County General Fund. The one open-space lot created by the recordation of this final map, along with the construction of off-site improvements, will allow for the extension of the expiration date of the approved Vesting Tentative Tract Map and allow subsequent final map phases to record that will create 47 single-family, residential units.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

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

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

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

ENVIRONMENTAL DOCUMENTATION

On April 20, 2021, the hearing officer certified and adopted an addendum to the Final Environmental Impact Report for Vesting Tentative Tract Map 51153, which was completed in compliance with the California Environmental Quality Act (CEQA) and the State and County CEQA guidelines, and found no substantial evidence that the project will have a significant effect on the environment.

The proposed actions to approve the final subdivision map are ministerial actions and are thereby exempt from CEQA by Section 15268, subsections (b)(3), of the State CEQA guidelines and Section 21080, subsections (b)(1), of the California Public Resources Code.

DRAFT

IMPACT ON CURRENT SERVICES (OR PROJECTS)

There will be no negative impact on current County services or projects as a result of approving the final map for Tract 51153-01.

CONCLUSION

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

Respectfully submitted,

MARK PESTRELLA, PE
Director of Public Works

MP:AVV:tb

Enclosure

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

BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	8/16/2023		
BOARD MEETING DATE	9/12/2023		
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 and Internal Services		
SUBJECT	Civic Center Central Plant Boilers and Chillers Replacement Project		
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: N/A		
DEADLINES/ TIME CONSTRAINTS	N/A		
COST & FUNDING	Total cost: \$46,100,000	Funding source: Net County Cost	
	TERMS (if applicable): N/A		
	Explanation: N/A		
PURPOSE OF REQUEST	Award and authorize Public Works to execute a Construction Manager at Risk Preconstruction and Construction Services Agreement with Gilbane Building Company for the maximum contract sum of \$1,996,393 to proceed with the preconstruction phase services; and delegate authority to Public Works to supplement the agreement by up to 25 percent of the contract amount for the preconstruction services.		
BACKGROUND (include internal/external issues that may exist including any related motions)	The Civic Center Central Plant was built in the 1950s and supplies chilled water and steam for the heating, ventilation, and air conditioning systems of 11 buildings in the downtown Civic Center area. On November 16, 2021, the Board approved the project to repair, renovate, and restore the historic Central Plant facility to meet current environmental regulations, building code standards, and to improve the efficiency and reliability of the facility. The initial demolition and make-ready work is being carried with Job Order Contracts, and the major improvements will be carried out using the Construction Manager at Risk delivery method.		
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: The project supports Board Priority No. 7, Sustainability, by investing in County facilities to provide improved public services and workforce environments that will lead to increased productivity.		
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Vincent Yu, Deputy Director, (626) 458-4010, cell (626) 614-7217, vyu@pw.lacounty.gov		



MARK PESTRELLA, Director

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

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<http://dpw.lacounty.gov>

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

IN REPLY PLEASE
REFER TO FILE:

September 12, 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-RELATED CONTRACT
CONSTRUCTION MANAGEMENT CORE SERVICE AREA
CIVIC CENTER CENTRAL PLANT
BOILERS AND CHILLERS REPLACEMENT PROJECT
AWARD CONSTRUCTION MANAGER AT RISK AGREEMENT
SPECS. 7842; CAPITAL PROJECT NO. 87735
(FISCAL YEAR 2023-24)
(SUPERVISORIAL DISTRICT 1)
(3 VOTES)**

SUBJECT

Public Works is seeking Board approval to award a Construction Manager at Risk Preconstruction and Construction Services Agreement for the preconstruction phase services.

IT IS RECOMMENDED THAT THE BOARD:

1. Find the recommended actions are within the scope of the previous exemption under the California Environmental Quality Act for the previously approved Civic Center Central Plant Boilers and Chillers Replacement Project for the reasons stated in this Board letter and in the record of the approved project.
2. Award and authorize the Director of Public Works or his designee to execute a Construction Manager at Risk Preconstruction and Construction Services Agreement, with Gilbane Building Company, for the Civic Center Central Plant Boilers and Chillers Replacement Project for the maximum contract sum of \$1,996,393 to proceed with

only the preconstruction phase services until final determination of the recommended Guaranteed Maximum Price. Sufficient appropriation is available in the Fiscal Year 2023-24 Capital Projects/Refurbishment Budget under Capital Project No. 87735 to fund the award of the agreement.

3. Delegate authority to the Director of Public Works or his designee to supplement the maximum contract sum of \$1,996,393 for the Construction Manager at Risk Preconstruction and Construction Services Agreement by up to 25 percent of the contract amount for the preconstruction phase services.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommended actions will find they are within the scope of the previous finding of exemption under the California Environmental Quality Act (CEQA); and award a Construction Manager at Risk (CMAR) preconstruction and construction services agreement for the preconstruction phase services for the Civic Center Central Plant Boilers and Chillers Replacement Project.

Project Background and Description

The Central Plant was built in the 1950s and supplies chilled water and steam for the heating, ventilation, and air conditioning systems of 11 buildings in the downtown Los Angeles Civic Center area, including the Hall of Administration, Hall of Records, Hall of Justice, Stanley Mosk Courthouse, Clara Shortridge Foltz Courthouse, County Law Library, Dorothy Chandler Pavilion, Mark Taper Forum, Ahmanson Theater, Walt Disney Concert Hall, and the Cathedral of Our Lady of the Angels. The original boilers are noncompliant with current South Coast Air Quality Management District (SCAQMD) clean air emissions standards, and the steam driven refrigeration chillers are passed their useful service life. The Central Plant also houses the cogeneration power plant and associated infrastructure that is no longer in use.

On November 16, 2021, the Board approved the project with an initial budget of \$24,900,000 for demolition and make-ready work and authorized Public Works to carry out design through a Board-approved on call architect/engineer (A/E) agreement and construction of the make-ready work using Job Order Contracts (JOCs). This initial phase involved limited design, demolition, and construction activities to address SCAQMD compliance requirements and make-ready work to support the proposed improvements to the Central Plant. The work includes installation of some replacement chillers and boilers that will allow the Central Plant to comply with SCAQMD emissions standards, demolition and removal of the existing nonfunctioning cogeneration system, and upgrading the main electrical service to the Central Plant. This initial phase of work

is ongoing and will be completed in September 2023 to meet the latest deadline agreed to by the County and the SCAQMD. The make-ready work also includes procurement of the long-lead electrical and mechanical equipment that will be carried out by the Internal Services Department as the County's Purchasing Agent.

On January 10, 2023, the Board approved the revised project budget of \$46,100,000 for the demolition and make-ready work and awarded a project-specific A/E design services agreement for a not-to-exceed contract amount of \$6,100,000 to Perkins Eastman Architects, Design Professional Corporation, to provide design, consultant, construction administration, and cost estimating services for the approved project.

The previously approved project consists of critical repairs, renovation, and restoration of the historic Central Plant facility, including the building, equipment, and infrastructure to meet current environmental regulations, building code standards, and to improve the efficiency and reliability of the facility. The improvements will consist of structural and seismic upgrades to the central plant building; historic restoration of the exterior building façade; renovation of the building interior occupied spaces; replacement of the remaining chillers, boilers, cooling towers, and electrical gear; and installation of new emergency electrical generation equipment.

Recommended Construction Manager at Risk Agreement

Public Works recommends that the project be carried out using the CMAR delivery method. In this delivery method, the CMAR contractor acts as a consultant to the County for the project development and design (preconstruction phase) but assumes the risk for construction performance as a general contractor holding all trade subcontracts during the construction phase. The CMAR contractor provides the preconstruction phase services at a fixed fee. This delivery method is particularly suitable for large and complex projects requiring intense contractor participation throughout development of the design and preparation of the construction documents in the preconstruction phase. During the preconstruction phase, the CMAR contractor will provide cost estimating, scheduling, planning, value engineering, and design-assist services for the County's project A/E team.

The preconstruction phase services will conclude with the CMAR contractor providing a Guaranteed Maximum Price (GMP) for carrying out the full scope of construction for the project. The GMP will be based on actual direct construction cost (open-book accounting) plus a pre-agreed percentage fee submitted during the Request for Proposals (RFP). In the construction phase, the CMAR contractor assumes the risk for construction performance as a general contractor holding all trade subcontracts.

Public Works anticipates completing the CMAR preconstruction phase in December 2024. If after negotiations, Public Works is satisfied that the GMP is reasonable, and technically and financially viable, we will return to the Board at that time for approval to proceed with the CMAR construction phase of the project.

Green Building/Sustainable Design Program

The project will support the Board's policy for Green Building/Sustainable Design Program by incorporating energy efficient equipment that is expected to greatly conserve water and energy use and comply with current SCAQMD air emissions standards.

Implementation of Strategic Plan Goals

These recommendations support the County Strategic Plan: Strategy II.2, Support the Wellness of our Communities; Strategy III.3, Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability, and Objective III.3.2, Manage and Maximize County Assets by investing in public infrastructure that will improve the operational effectiveness of existing County assets.

FISCAL IMPACT/FINANCING

The recommended CMAR agreement for preconstruction phase services with Gilbane Building Company is for a maximum contract sum of \$1,996,393.

The initial project budget is \$46,100,000 and is fully funded with net County cost. There is sufficient appropriation available in the Civic Center Central Plant Boilers and Chillers Replacement Project, Capital Project No. 87735, to fully fund the recommended CMAR agreement for preconstruction phase services. The project budget and schedule summary are included in Enclosure A.

The preliminary total project cost estimate is between \$175,000,000 to \$190,000,000. Public Works will work with Perkins Eastman Architects and Gilbane Building Company in the preconstruction phase to finalize the design and validate the construction cost estimate and schedule. After completion of the preconstruction phase, Public Works will return to the Board for approval of the total project budget and the construction phase under the CMAR agreement.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

In accordance with the Board's Civic Art Policy amended on August 4, 2020, the total project budget that will be submitted to the Board for approval after completion of the CMAR preconstruction phase will include 1 percent of the eligible design and construction costs for the Civic Art Allocation.

A CMAR agreement, in a form previously approved by County Counsel, will be used. The agreement contains terms and conditions supporting the Board's ordinances and policies and includes provisions requiring the consultant to track subcontractor's utilization of Local Small Business Enterprise, Disabled Veterans Business Enterprise, and Social Enterprise Businesses.

The term of the CMAR agreement shall commence on the date of the full execution of the contract and will continue for the duration of the project. The initial Notice to Proceed will be for the preconstruction phase only from the date of full execution of the contract until final determination of the recommended GMP. Enclosure B reflects the Community Business Enterprises participation data, and Enclosure C reflects the CMAR's minority participation data.

ENVIRONMENTAL DOCUMENTATION

On November 16, 2021, the Board approved and found the project exempt from CEQA. The project, which consists of repairs, renovation, and restoration of the historic Central Plant facility, is within certain classes of projects that have been determined not to have a significant effect on the environment. The Board previously determined that it meets criteria set forth in Sections 15301 (a) and (d); 15302 (c); 15304 (f); and Section 15331 of the State CEQA Guidelines and Classes 1 (h), (3), and (4); 2 (e); 3 (k); and 4 (a) and (c) of the County's Environmental Document Reporting Procedures and Guidelines, Appendix G. The approved project provides for repair, refurbishment, and alterations of existing facilities and installation of replacement equipment involving negligible or no expansion of an existing use and where replacement features will have the same purpose and capacity. There have been no changes to the project since the time of approval that would necessitate further findings under CEQA.

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 the County's website pursuant to Section 21092.2.

Once final design documents are complete, Public Works will review to ensure that no further findings are necessary under CEQA prior to project implementation.

CONTRACTING PROCESS

On February 13, 2023, Public Works issued a RFP for CMAR services. The RFP was advertised on the County's "Doing Business with Us" and Public Works "Contract Opportunities" websites and advertisements were placed in the *Los Angeles Daily Journal*, *Los Angeles Sentinel*, *La Opinion*, *Press Telegram*, *Santa Monica Daily Press*, *Daily Breeze*, *The Signal*, *Watts Times*, *World Journal*, and *Pasadena Star News* newspapers. Also, Public Works informed 1,277 local small business enterprises; 145 disabled-veteran owned business enterprises; and 147 social enterprises about this business opportunity. Twenty-five firms registered on the Public Works website for this RFP.

On April 13, 2023, two firms submitted proposals. An evaluation committee, consisting of the Chief Executive Office, Department of Internal Services, and Public Works evaluated the proposals based on criteria described in the RFP, including technical response, experience, personnel, qualifications, demonstrated competence, understanding of the work requirements, and price. Based on the evaluation of the proposals, Gilbane Building Company was selected without regard to race, creed, color, or gender as the best value firm to provide the required services. Public Works has determined that the firm's proposed rates for performing the services are reasonable. The three-year contracting history for the selected firm is on file with Public Works.

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

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommended actions will have no impact on current County services or projects. The project is being carried out in multiple phases to keep the Central Plant in operation throughout construction.

CONCLUSION

Please return one adopted copy of this Board letter to Public Works, Project Management Division I.

Respectfully submitted,

MARK PESTRELLA, PE
Director of Public Works

MP:LR:sl

Enclosures

- c: Department of Arts and Culture (Civic Art Division)
Chief Executive Office (Capital Programs Division)
County Counsel
Executive Office
Internal Services Department

**CONSTRUCTION-RELATED CONTRACT
CONSTRUCTION MANAGEMENT CORE SERVICE AREA
CIVIC CENTER CENTRAL PLANT
BOILERS AND CHILLERS REPLACEMENT PROJECT
AWARD CONSTRUCTION MANAGER AT RISK AGREEMENT
SPECS. 7842; CAPITAL PROJECT NO. 87735
(FISCAL YEAR 2023-24)
(SUPERVISORIAL DISTRICT 1)
(3 VOTES)**

I. PROJECT SCHEDULE SUMMARY

Project Activity	Scheduled Completion Date	Revised Scheduled Completion Date
Feasibility Study	06/25/2021*	06/25/2021*
Construction Documents	05/31/2022*	12/31/2024
Jurisdictional Approvals	11/21/2023	04/30/2025
Construction Start	02/28/2024	06/02/2025
Substantial Completion	10/01/2025	12/31/2026
Final Acceptance	11/30/2025	03/31/2027

*Completed Activity

II. PROJECT BUDGET SUMMARY

Project Activity	Board-Approved Budget	Impact of this Action	Proposed Project Budget
Make-Ready Construction	\$24,000,000	\$ 4,300,000	\$28,300,000
Construction Management at Risk (Preconstruction Phase)	TBD	\$ 2,000,000	\$2,000,000
Construction Management at Risk (Construction Phase)	TBD		TBD
Change Order Contingency	\$ 4,000,000	(\$ 3,000,000)	\$ 1,000,000
Construction Subtotal	\$28,000,000	\$ 3,300,000	\$31,300,000
Civic Art	TBD		TBD
Plans and Specifications	\$13,500,000	(\$ 3,200,000)	\$11,500,000
Consultant Services	\$ 350,000	\$ 500,000	\$ 850,000
Miscellaneous Expenditures	\$ 50,000		\$ 50,000
Jurisdictional Review	\$ 400,000		\$ 400,000
County Services	\$ 3,800,000	(\$ 600,000)	\$ 3,200,000
TOTAL	\$46,100,000	\$ 0	\$46,100,000

**PROPOSERS' UTILIZATION PARTICIPATION AND COMMUNITY BUSINESS ENTERPRISE PROGRAM INFORMATION FOR
CONSTRUCTION MANAGER AT RISK PRE-CONSTRUCTION AND CONSTRUCTION SERVICES FOR THE LOS ANGELES COUNTY
CIVIC CENTER CENTRAL PLANT BOILERS AND CHILLERS REPLACEMENT
RFP NUMBER: BRC0000380**

SELECTED FIRM

	Proposer Name (Prime with subcontractors* listed below) *only subcontractors with Utilization Participation are listed.	Local Small Business Enterprise (SBE)	Small Business Enterprise	Minority	Women-Owned	Disadvantaged Business	Disabled Veteran	Social Enterprise	Lesbian, Gay, Bisexual, Transgender, Queer, and Questioning
1	Gilbane Building Company								
	TSG Enterprises, Inc. (Solis Group)	X		X	X	X			

NON-SELECTED FIRMS

	Proposer Name	Local Small Business Enterprise	Small Business Enterprise	Minority	Women-Owned	Disadvantaged Business	Disabled Veteran Business Enterprise	Social Enterprise	Lesbian, Gay, Bisexual, Transgender, Queer, and Questioning
1	The Penta Building Group, LLC.								

*Information provided by proposers in response to the Request for Proposal. On final analysis and consideration of award, vendors were selected without regard to race, creed, gender, or color.

PROPOSERS' UTILIZATION PARTICIPATION AND COMMUNITY BUSINESS ENTERPRISE PROGRAM INFORMATION FOR
CONSTRUCTION MANAGER AT RISK PRE-CONSTRUCTION AND CONSTRUCTION SERVICES FOR THE LOS ANGELES COUNTY
CIVIC CENTER CENTRAL PLANT BOILERS AND CHILLERS REPLACEMENT
RFP NUMBER: BRC0000380

FIRM INFORMATION*		Gilbane Building Company
BUSINESS STRUCTURE		Corporation
CULTURAL/ETHNIC COMPOSITION		NUMBER / PERCENT OF OWNERSHIP
OWNERS/PARTNERS	Black/African American	NA
	Hispanic/Latino	NA
	Asian or Pacific Islander	NA
	American Indian	NA
	Filipino	NA
	White	NA
	Female (included above)	NA
		NUMBER
MANAGERS	Black/African American	57
	Hispanic/Latino	98
	Asian or Pacific Islander	50
	American Indian	4
	Filipino	0
	White	1,250
	Female (included above)	238
STAFF	Black/African American	138
	Hispanic/Latino	113
	Asian or Pacific Islander	62
	American Indian	1
	Filipino	NA
	White	748
	Female (included above)	405
Total No. of Employees*		3,036
*Managers and Staff numbers are the breakdown of the Owners/Partners/ Associate Partners numbers		
COUNTY CERTIFICATION		
Certified Business Enterprise	N/A	
Local Small Business Enterprise	N/A	
OTHER CERTIFYING AGENCY		
N/A		

*Information provided by proposers in response to the Request for Proposal.
On final analysis and consideration of award, vendors were selected without
regard to race, creed, gender, or color.

BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	8/16/2023		
BOARD MEETING DATE	9/12/2023		
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	Century Regional Detention Facility Roof, Elevator, and Fire Protection Deferred Maintenance Repairs Project		
PROGRAM	Facility Reinvestment Program		
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
SOLE SOURCE CONTRACT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please explain why: The replacement fire alarm system needs to be consistent with fire alarm system installations used in similar County-owned facilities. Consistency of manufacturer across all facilities results in efficiency in procurement, stocking of replacement parts, and availability of trained technicians for service.		
DEADLINES/ TIME CONSTRAINTS	Century Regional Detention Facility (CRDF) elevators and fire alarm system are persistently out of order, and replacement parts for the aging systems are difficult to procure. This impacts the Sheriff's and Health Services Departments from providing timely services.		
COST & FUNDING	Total cost: \$29,023,000	Funding source: Facility Reinvestment Program	
	TERMS (if applicable): N/A		
	Explanation:		
PURPOSE OF REQUEST	Public Works is seeking Board approval to adopt, advertise, and award the construction contract for the CRDF Roof, Elevator, and Fire Protection Deferred Maintenance Repairs Project for a previously approved total budget of \$29,023,000.		
BACKGROUND (include internal/external issues that may exist including any related motions)	<p>The CRDF is located at 11705 South Alameda Street in the City of Lynwood. This project is part of the County's Facility Reinvestment Program to replace building systems that have exceeded their expected service life. The scope includes refurbishing the existing elevators in the east and west housing areas and replacing the facility's fire alarm system.</p> <p>CRDF is a multistory facility and, when elevators are nonfunctional, the ability of the Sheriff's and Health Services Departments to provide the necessary services, such as medical services, food, trash removal, court appearances, and visitation requirements, are severely restricted. If all elevators are nonfunctional, the Sheriff's and Health Services Departments must move staff, supplies, and inmates using the stairs. This is labor intensive and poses a security hazard for staff and inmates.</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: Board Priority No. 7: Sustainability. The project incorporates infrastructure improvements by replacement of outdated building systems to keep public buildings operational and safe for the public.		
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Vincent Yu, Deputy Director, (626) 458-4010, cell (626) 614-7217, vyu@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

September 12, 2023

IN REPLY PLEASE
REFER TO FILE:

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

Dear Supervisors:

**CONSTRUCTION CONTRACT
CONSTRUCTION MANAGEMENT CORE SERVICE AREA
CENTURY REGIONAL DETENTION FACILITY
ROOF, ELEVATOR, AND FIRE PROTECTION
DEFERRED MAINTENANCE REPAIRS PROJECT
ADOPT, ADVERTISE, AND AWARD
SPECS. 7684; CAPITAL PROJECT NO. 87678
(FISCAL YEAR 2023-24)
(SUPERVISORIAL DISTRICT 2)
(3 VOTES)**

SUBJECT

Public Works is seeking Board approval of the following actions for the Century Regional Detention Facility Roof, Elevator, and Fire Protection Deferred Maintenance Repairs Project; adopt the plans and specifications; advertise for construction bids; and authorize Public Works to award and execute a construction contract for the project.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the recommended actions are within the scope of the Board's previous finding of exemption under the California Environmental Quality Act for the reasons stated in the Board letter and in the record of the previously approved project.
2. Adopt the plans and specifications that are on file with Public Works for the Century Regional Detention Facility Roof, Elevator, and Fire Protection Deferred Maintenance Repairs Project, Capital Project No. 87678.

3. Instruct the Executive Officer of the Board to advertise the project for bids to be received and opened on November 9, 2023, in accordance with the Instruction Sheet for Publishing Legal Advertisement.
4. Authorize the Director of Public Works or his designee to execute a Consultant Services Agreement with the apparent lowest responsive and responsible bidder to prepare a baseline construction schedule for a \$10,000 not-to-exceed amount funded by the project funds.
5. Delegate authority to the Director of Public Works or his designee to make the determination that a bid is nonresponsive and to reject a bid on that basis; to award to the next lowest responsive and responsible bidder; to waive inconsequential and nonmaterial deficiencies in bids submitted; and to determine, in accordance with the applicable contract and bid documents, whether the apparent lowest responsive and responsible bidder timely prepared a satisfactory baseline construction schedule and satisfied all conditions for contract award. Upon such determination, authorize the Director of Public Works or his designee to award and execute the construction contract, in the form previously approved by County Counsel, to the apparent lowest responsive and responsible bidder if the low bid can be awarded within the approved total project budget. Establish the effective date of the contract upon receipt of acceptable performance and payment bonds and evidence of required contractor insurance by Public Works, and to take all other actions necessary and appropriate to deliver the project.
6. Per Public Contract Code Section 3400 (c) (2), find that the use of a Simplex Fire Alarm system and associated components is needed to match other products already in use at the Century Regional Detention Facility.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommended actions will find that they are within the scope of the previous finding of exemption for the previously approved project under the California Environmental Quality Act (CEQA); adopt the plans and specifications; direct the advertising for construction bids; and authorize Public Works to award and execute a construction contract for the Century Regional Detention Facility (CRDF) Roof, Elevator, and Fire Protection Deferred Maintenance (DM) Repairs Project, Capital Project No. 87678.

Project Description and Background

The CRDF was constructed in 1994. The 162,000-square-foot, multistory buildings consist of a Central Main Tower for Administration, West Housing Tower, East Housing

Tower, a separate single story Crafts Service Building, and separate wings for the Century Sheriff's Station, the Probation Department, and District Attorney's Office.

The CRDF is the sole women's jail and intake center in the County Jail System. Women inmates are housed on the upper floors of the housing towers, while clinical services and the inmate reception center are located on the lower levels.

Due to the facility's age and high use demand, which entails a 24/7 operation, the existing fire alarm systems and housing tower's elevators have exceeded their service life. Support is limited at CRDF via service companies and suppliers due to the elevator manufacturer being out of business and replacement parts out of production for both the elevators and fire alarm systems. The lack of available support and replacement parts increase the operating costs as Sheriff's Department Facility Services Bureau must rely on either refurbished or customized parts that are difficult to locate and fabricate. When Sheriff's Department Facility Services Bureau procures custom parts, these specialized technicians are unable to bring an elevator or fire alarm system back in service promptly, which, in turn, leads to prolonged downtime at the facility. Therefore, as part of the project scope, the existing fire alarm system will be replaced. In order to be consistent with fire alarm system installations used in similar County-owned facilities, Public Works will be using Simplex system components. The continued use of these components will support cost-effective improvements in the fire and life safety performance of the building. The fire protection scope includes, but is not limited to, an addressable system; upgrades of existing illuminated exit signs; pull stations; smoke detectors; heat detectors; strobe devices; audible devices (horns); fire control panels; heating, ventilation, and air conditioning duct smoke detectors; control for existing smoke management system; flow detector for sprinkler system; and a monitoring panel/dispatch area.

There are four geared traction elevators at each housing tower for a total of eight elevators. The project scope includes replacement of all the existing housing tower elevators and equipment, including the fire protection system interface. The Scope of Work for the elevator replacement of the project includes, but is not limited to, replacement of all machinery, controllers, hoist way equipment, refurbishing of cabs, and signaling systems for eight elevators at the east and west housing towers. Repair and replacement of existing supporting mechanical, electrical, and fire life safety systems is also required to support the replacement of elevator systems.

Project Delivery

On December 17, 2019, the Board approved the CRDF Roof, Elevator, and Fire Protection DM Repairs Project with a total budget of \$32,546,000 as one of 254 Deferred Maintenance Projects and further authorized Public Works to deliver the project using Board-approved Job Order Contract.

On January 5, 2021, the Board approved that several of the above DM Projects, including the CRDF Roof, Elevator, and Fire Protection DM Repairs Project, be delivered using Best Value Low Bid. Furthermore, the Board approved revisions to the CRDF Roof, Elevator, and Fire Protection DM Repairs Project that removed the roofing scope and decreased the previously approved budget by \$3,523,000 to a revised total budget of \$29,023,000.

Public Works has further evaluated the Scope of Work for the project and has determined a low bid contract procurement method is the most appropriate delivery method to increase the number of bidders for this project due to its size and complexity.

Implementation of Strategic Plan Goals

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

FISCAL IMPACT/FINANCING

The total project budget is \$29,023,000 as approved by the Board on January 5, 2021, and includes plans and specifications, jurisdictional approval, construction, escalation, change orders, consultant services, miscellaneous expenditures, and County services (see Enclosure A).

The CRDF Roof, Elevator, and Fire Protection DM Repairs Project, Capital Project No. 87678, was previously funded with \$3,287,000 in net County cost from the Extraordinary Maintenance Budget. On February 7, 2023, the Facility Reinvestment Program Board letter approved an appropriation adjustment that transferred an additional \$25,736,000 in appropriation from the Extraordinary Maintenance Budget to the CRDF Roof, Elevator, and Fire Protection DM Repairs Project, Capital Project No. 87678, to fully fund the project.

Operational Impacts

Once the project is completed, Sheriff's Department is anticipating that the ongoing costs associated with elevator maintenance will be covered in their existing maintenance and operating budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

A standard construction contract, in a form previously approved by County Counsel, will be used that contains terms and conditions supporting the Board's ordinances, policies,

and programs including, but not limited to, County's Greater Avenues for Independence and General Relief Opportunities for Work Programs, Contract Language to Assist in Placement of Displaced County Workers, and Notice to Employees Regarding the Federal Earned Income Credit (Federal Income Tax Law, Internal Revenue Service Notice 1015).

To ensure the contract is awarded to a responsible contractor with a satisfactory history of performance, bidders will be required to report violations of the False Claims Act, their civil litigation history, and information regarding prior criminal convictions. The information reported by the lowest responsive and responsible bidder(s) will be considered before awarding the contract as provided for in Board Policy No. 5.140.

The plans and specifications include the contractual provisions, methods, and material requirements necessary for the project and are on file with Public Works' Business Relations and Contracts Division, 900 South Fremont Avenue, 8th Floor, Alhambra, CA 91803-1331.

In accordance with Board Policy 5.270, Countywide Local and Targeted Worker Hiring, the project will require that at least 30 percent of the California construction labor hours be performed by qualified Local Residents and at least 10 percent be performed by Targeted Workers facing employment barriers. The project will also include a jobs coordinator who will facilitate the implementation of the targeted hiring requirement of the policy.

In accordance with the Board's Civic Art Policy, adopted on December 7, 2004, and last amended on August 4, 2020, repair and building system replacement projects are exempt from requirements of the policy.

Effective June 7, 2023, Countywide Community Workforce Agreement (CWA) applies to projects with an estimated construction contract value of \$5 million or greater. Therefore, CWA will apply to this project. The contractor and all subcontractors must comply with all terms and conditions of the Countywide CWA which, among other things, increases work opportunities for those seeking to start a new career in the construction industry and promotes the hiring of underrepresented individuals on the project.

ENVIRONMENTAL DOCUMENTATION

On January 5, 2021, the Board approved the CRDF Roof, Elevator, and Fire Protection DM Repairs Project as one of the Facility Reinvestment Plan Projects and found that those projects were exempt from CEQA. These previously approved projects include the repair and building system replacement projects and were determined to be within certain classes of projects that have been found not to have a significant effect on the environment in that they meet criteria set forth in Sections 15301 (a), (d), and (l); 15302

(b) and (c); and 15303 of the State CEQA Guidelines; and Classes 1 (c), (d), (h), (i), (j), (l), and (m); 2 (a), (b), and (e); and 3 of the County's Environmental Document Reporting Procedures and Guidelines, Appendix G. The categorically exempt project provides for repair of existing facilities and structures with negligible or no expansion of an existing use. The current recommended actions are within the scope of the previous finding of exemption. There have been no changes to the project, and no further CEQA findings are required.

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 California Public Resources Code 21152 and will post the Notice of Exemption to the County's website pursuant to Section 21092.2.

CONTRACTING PROCESS

Advertising for construction bids will be in accordance with the County's standard Instruction Sheet for Publishing Legal Advertisements (see Enclosure B).

This contract opportunity will be listed on the County's "Doing Business with Us" and "Do Business with Public Works" websites. Public Works will also inform the certified Local Small Business Enterprises, Disabled Veteran Business Enterprises, Social Enterprises, and Community Business Enterprises about this business opportunity.

An award by Public Works will be made upon review of the bids. The contract will be awarded to a responsible contractor who submits the lowest responsive bid meeting the criteria established by the Board, the State Public Contract Code, and the project's budget and specific technical qualification requirements.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

CRDF will remain operational during construction. Public Works will coordinate with operations at the facility and the contractors to phase and schedule the work to minimize disruption or impediments to facility operations.

CONCLUSION

Please return one adopted copy of this Board letter to Public Works, Project Management Division II.

Respectfully submitted,

MARK PESTRELLA, PE
Director of Public Works

MP:SK:mm

Enclosures

c: Auditor-Controller
Chief Executive Office (Capital Programs Division)
County Counsel
District Attorney
Executive Office
Probation Department
Sheriff's Department

**CONSTRUCTION CONTRACT
CONSTRUCTION MANAGEMENT CORE SERVICE AREA
CENTURY REGIONAL DETENTION FACILITY
ROOF, ELEVATOR, AND FIRE PROTECTION
DEFERRED MAINTENANCE REPAIRS PROJECT
ADOPT, ADVERTISE, AND AWARD
SPECS. 7684; CAPITAL PROJECT NO. 87678
(FISCAL YEAR 2023-24)
(SUPERVISORIAL DISTRICT 2)
(3 VOTES)**

I. PROJECT SCHEDULE

Project Activity	Completion Date
Design	01/01/2022*
Jurisdictional Approval	07/10/2022*
Construction Bid	11/09/2023
Construction	
Substantial Completion	06/05/2026
Project Acceptance	12/04/2026

*Indicates a completed activity.

II. PROJECT BUDGET

Budget Category	Budget
Construction	
Construction	\$14,000,000
Community Workforce Agreement Contingency	\$800,000
Phasing Premium	\$1,200,000
Workforce Security Clearance	\$1,300,000
Escalation	\$1,600,000
Change Orders (15 percent)	\$2,100,000
Subtotal	\$21,000,000
Plans and Specifications	\$2,100,000
Consultant Services	\$1,025,000
Miscellaneous Expenditures	\$125,000
Jurisdictional Reviews	\$570,000
County Services	\$4,203,000
Total	\$29,023,000

ENCLOSURE B
September 12, 2023

**CONSTRUCTION CONTRACT
CONSTRUCTION MANAGEMENT CORE SERVICE AREA
CENTURY REGIONAL DETENTION FACILITY
ROOF, ELEVATOR, AND FIRE PROTECTION
DEFERRED MAINTENANCE REPAIRS PROJECT
ADOPT, ADVERTISE, AND AWARD
SPECS. 7684; CAPITAL PROJECT NO. 87678
(FISCAL YEAR 2023-24)
(SUPERVISORIAL DISTRICT 2)
(3 VOTES)**

PUBLISHING LEGAL ADVERTISEMENTS: In accordance with the State of California Public Contract Code Section 20125, you may publish once a week for two weeks in a weekly newspaper or ten times in a daily newspaper. Forward three reprints of this advertisement to Public Works Business Relations and Contracts Division, 900 South Fremont Avenue, 8th Floor, Alhambra, CA 91803-1331.

**OFFICIAL NOTICE OF
INVITING BIDS**

Notice is hereby given that the Director of Public Works will accept sealed bids for the construction of the Century Regional Detention Facility Roof, Elevator, and Fire Protection Deferred Maintenance Repairs Project, Capital Project No. 87678. Project site address is: 11705 South Alameda Street, Lynwood, CA 90262.

The contract documents for this project may be downloaded free of charge by visiting the following website: <http://pw/lacounty.gov/general/contracts/opportunities>

The Century Regional Detention Facility Roof, Elevator, and Fire Protection Deferred Maintenance Repairs Project is estimated to cost \$14,000,000 and shall be completed in 820 calendar days from the Notice to Proceed date. The prime contractor shall possess a valid California Class A or Class B contractor's license at time of bid.

The bids must be submitted electronically using Bid Express, www.BidExpress.com, before 11 a.m. on November 9, 2023, and no bids may be submitted after that date and time. An optional prebid meeting for this project will be held at 10:00 a.m. on September 21, 2023, at the project site.

For more information, please contact Mr. Simon Lee at (626) 458-2509 or simonlee@pw.lacounty.gov. For American with Disabilities Act information, please contact Public Works' departmental American with Disabilities Act Coordinator at (626) 458-4081 or Telecommunications Device for the Deaf at (626) 282-7829.

BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	8/16/2023	
BOARD MEETING DATE	9/12/2023	
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	Los Angeles General Medical Center Burner Replacement Project	
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: N/A	
DEADLINES/ TIME CONSTRAINTS	N/A	
COST & FUNDING	Total cost: \$2,638,000	Funding source: Capital Project No. 87990 through the DHS Enterprise Fund-Committed for DHS. There is no impact to net County cost.
	TERMS (if applicable): N/A	
	Explanation: N/A	
PURPOSE OF REQUEST	Public Works is seeking Board-approval of the proposed Los Angeles General Medical Center Burner Replacement Project and to authorize the use of Board-approved Job Order Contracting to deliver the project.	
BACKGROUND (include internal/external issues that may exist including any related motions)	<p>Over the years, the use requirement for the West Central Plant has decreased due to newer buildings being powered by the East Central Plant, and limited use of the older existing buildings which are powered by the West Central Power Plant. With the decreased load demand on the West Central Power Plant, the current burners are creating more steam than is being used, which in turn is leading to fines from the South Coast Air Quality Management District (SCAQMD).</p> <p>The proposed project will replace two existing burners to meet the steam demands of the West Central Power Plant and enable the facility to meet the requirements of the SCAQMD.</p>	
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: This project supports Board Priority No. 7, Sustainability, by investing in County buildings to provide improved public services and workforce environments that will lead to increased productivity.	
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Vincent Yu, Deputy Director, (626) 458-4010, cell (626) 614-7217, vyu@pw.lacounty.gov .	

September 12, 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
CONSTRUCTION MANAGEMENT CORE SERVICE AREA
LOS ANGELES GENERAL MEDICAL CENTER
BURNER REPLACEMENT PROJECT
ESTABLISH AND APPROVE CAPITAL PROJECT
APPROVE APPROPRIATION ADJUSTMENT
AUTHORIZE USE OF JOB ORDER CONTRACTING
CAPITAL PROJECT NO. 87990
(FISCAL YEAR 2023-24)
(SUPERVISORIAL DISTRICT 1)
(4 VOTES)**

SUBJECT

Public Works is seeking Board approval of the proposed Los Angeles General Medical Center Burner Replacement Project, and to authorize the use of Board-approved Job Order Contracting to deliver the project.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the proposed Los Angeles General Medical Center Burner Replacement Project is exempt from the California Environmental Quality Act for the reasons stated in this Board letter and in the record of the proposed project.
2. Establish and approve the Los Angeles General Medical Center Burner Replacement Project, Capital Project No. 87990, with a total project budget of \$2,638,000.
3. Approve the Fiscal Year 2023-24 appropriation adjustment to allocate \$1,706,000 from the Department of Health Services' Enterprise Fund-Committed for the Department of Health Services to fund the estimated Fiscal Year 2023-24 projected expenditures for the proposed Los Angeles General Medical Center Burner Replacement Project, Capital Project No. 87990.

4. Authorize the Director of Public Works or his designee to deliver the proposed project using Board-approved Job Order Contracting.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommended actions will find the proposed Los Angeles General Medical Center (LA General) Burner Replacement Project is exempt from the California Environmental Quality Act (CEQA); establish and approve the project and related appropriation adjustment; and authorize delivery of the project using Board-approved Job Order Contracting (JOC).

Background

The West Central Power Plant currently runs off two boilers which provide steam to the Old Pharmacy Building, Coroners Building, Coroners Administration Building, Central Juvenile Hall, the Old General Hospital, Outpatient Building, Interns and Residence Building, Rand Schrader Clinic Building, and the LA General Craft Shops.

Over the years, the use requirement for the West Central Plant has decreased due to newer buildings being powered by the East Central Plant, and limited use of the older existing buildings which are powered by the West Central Power Plant. With the decreased load demand on the West Central Power Plant, the current burners are creating more steam than is being used, which in turn is leading to fines from the South Coast Air Quality Management District.

The proposed project will replace two existing burners with D-Type Water Tube Boilers which will be more efficient and will create less steam to meet the steam demands of the West Central Power Plant and enable the facility to meet the requirements of the South Coast Air Quality Management District.

The project would start construction in September 2023 and is anticipated to be completed in June 2024.

Green Building/Sustainable Design Program

In accordance with the Board's December 20, 2016, policy the proposed projects will support the Board's policy for Green Building/Sustainable Design Program by changing out inefficient energy producing equipment for more modern and effective equipment which will meet the local jurisdictional agency requirements.

Implementation of Strategic Plan Goals

These recommendations support the County Strategic Plan: Strategy I.2, Enhance our Delivery of Comprehensive Interventions; Strategy II.2, Support the Wellness of our Communities; Strategy II.3, Make Environmental Sustainability our Daily Reality, Objective II.3.2, Foster a Cleaner, More Efficient, and More Resilient Energy System; Strategy III.3, Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability, and Objective III.3.2, Manage and Maximize County Assets. These recommended actions support the Strategic Plan by investing in public healthcare infrastructure improvements that will enhance the quality and delivery of healthcare services to the residents of Los Angeles County.

FISCAL IMPACT/FINANCING

The total estimated project budget for the proposed LA General Burner Replacement Project is \$2,638,000. The project budget includes construction, change order contingency, plans and specifications, permit fees, consultant services, inspection services, and County services. Of this amount the Department of Health Services (DHS) has previously paid out \$372,000 for preliminary assessment fees through the DHS operating budget in Fiscal Year (FY) 2022-23. The project budget and schedule are provided in Enclosure A.

Board approval of the enclosed FY 2023-24 appropriation adjustment (Enclosure B) will allocate \$1,706,000, from the DHS' Enterprise Fund-Committed for DHS to fund the projected FY 2023-24 expenditures for the LA General Burner Replacement Project, Capital Project No. 87990. DHS will provide funding in the future budget phases, as needed, to fully fund the remaining project budget.

Operating Budget Impact

Following completion of the project, DHS will request and fund the associated ongoing annual maintenance and operational costs as needed with departmental resources in future budget phases. There is no impact to net County cost.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Board's Civic Arts Policy amended on August 4, 2020, requires refurbishment projects to include one percent of the eligible design and construction costs to be allocated to the Civic Art Fund. However, the Civic Arts Policy definition of "refurbishment" does not include the installation or replacement of building systems. Therefore, the

proposed project is exempt from the policy because it consists of the replacement of central plant steam and thermal comfort producing system.

The project will be subject to the Board Policy 5.270, Countywide Local and Targeted Worker Hiring.

ENVIRONMENTAL DOCUMENTATION

The proposed project is categorically exempt from CEQA because the project is within certain classes of projects that have been determined not to have a significant effect on the environment in that it meets criteria set forth in Sections 15301 (a) and (d); 15302 (c); and 15304 (f) of the State CEQA Guidelines and Classes 1 (h); (3); and (4); 2 (e); 3 (k); and 4 (a) and (c) of the County's Environmental Document Reporting Procedures and Guidelines, Appendix G . The proposed project includes minor alteration of existing facilities, demolition, and replacement of equipment housed within an existing structure with no expansion of use and where replacement features will have the same purpose and capacity

In addition, based on the project's records, the project will comply with 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 the project may cause a substantial adverse change in the significance of a historical resource that would make the exemption inapplicable.

Upon the Board's approval of the project, Public Works will file a Notice of Exemption for each project with the Registrar-Recorder/County Clerk in accordance with Section 21152 of the Public Resources Code and will post each notice to its website pursuant to Section 21092.2.

CONTRACTING PROCESS

Public Works completed design for the project using a Board-approved, on-call architectural/engineering agreement. Public Works is now seeking Board approval to complete the construction for the project using a previously Board-approved JOC.

The standard Board-directed clauses, including those that provide for contract termination and hiring qualified displaced County employees, are included in all JOCs.

The Honorable Board of Supervisors
September 12, 2023
Page 5

The project Scope of Work includes substantial remodeling and alteration work and Public Works has made the determination that the use of JOC is the most appropriate contracting method to deliver the projects.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommended actions will have no impact on current County services or projects. The LA General West Central Plant will remain operational during construction, and the contractor will be required to phase and coordinate construction activities with the County to minimize disruption to facility operations and functions.

CONCLUSION

Please return one adopted copy of this Board letter to Public Works, Project Management Division I.

Respectfully submitted,

MARK PESTRELLA, PE
Director of Public Works

MP:LR:cg

Enclosures

c: Department of Arts and Culture
Auditor-Controller
Chief Executive Office (Capital Programs Division)
County Counsel
Executive Office
Department of Health Services (Capital Projects Division)

**CONSTRUCTION CONTRACT
CONSTRUCTION MANAGEMENT CORE SERVICE AREA
LOS ANGELES GENERAL MEDICAL CENTER
BURNER REPLACEMENT PROJECT
ESTABLISH AND APPROVE CAPITAL PROJECT
APPROVE APPROPRIATION ADJUSTMENT
AUTHORIZE USE OF JOB ORDER CONTRACTING
CAPITAL PROJECT NO. 87990
(FISCAL YEAR 2023-24)
(SUPERVISORIAL DISTRICT 1)
(4 VOTES)**

**LOS ANGELES GENERAL MEDICAL CENTER BURNER REPLACEMENT
PROJECT**

I. PROJECT SCHEDULE SUMMARY

Project Activity	Scheduled Completion Date
Construction Documents	April 2023*
Jurisdictional Approvals	April 2023*
Construction Start	September 2023*
Substantial Completion	June 2024
Final Acceptance	July 2024

*Completed Activity

II. PROJECT BUDGET SUMMARY

Project Activity	Budget
Construction (Job Order Contracts)	\$1,675,000
Change Orders	\$ 250,000
Construction Subtotal	\$1,925,000
Plans and Specifications	\$ 96,000
Consultant Services	\$ 5,000
Miscellaneous Expenditures	\$ 4,000
Jurisdictional Review/Plan Check/Permit	\$ 77,000
County Services	\$ 531,000
TOTAL PROJECT COST	\$2,638,000

July 18, 2023

COUNTY OF LOS ANGELES

REQUEST FOR APPROPRIATION ADJUSTMENT

DEPARTMENT OF HEALTH SERVICES

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 2023-24

4 - VOTES

SOURCES		USES	
DHS ENTERPRISE FUND MN2-3078 COMMITTED FOR DHS DECREASE OBLIGATED FUND BALANCE	1,706,000	DHS ENTERPRISE FUND MN2-HS-6100-60070 OTHER FINANCING USES INCREASE APPROPRIATION	1,706,000
LOS ANGELES GENERAL MEDICAL CENTER ENTERPRISE FUND MN4-HG-96-9911-60010 OPERATING TRANSFERS IN INCREASE REVENUE	1,706,000	LOS ANGELES GENERAL MEDICAL CENTER ENTERPRISE FUND MN4-HG-96-9912-60010 OPERATING SUBSIDY - GENERAL FUND DECREASE REVENUE	1,706,000
ENT SUB - LOS ANGELES GENERAL MEDICAL CENTER A01-AC-6100-21200-21224 OTHER FINANCING USES DECREASE APPROPRIATION	1,706,000	LAC+USC MEDICAL CENTER LOS ANGELES GENERAL MEDICAL CENTER BURNER REPLACEMENT A01-CP-6014-64010-87990 CAPITAL ASSETS - B & I INCREASE APPROPRIATION	1,706,000
SOURCES TOTAL	\$ 5,118,000	USES TOTAL	\$ 5,118,000

JUSTIFICATION

This budget adjustment of \$1,706,000 is necessary to fund Capital Project No. 87990, Los Angeles General Medical Center Burner Replacement Project, from DHS Enterprise Fund-Committed for DHS for anticipated expenditures in FY 2023-24.

Jean Lo

Digitally signed by Jean Lo
Date: 2023.07.18 16:01:06 -07'00'

AUTHORIZED SIGNATURE

JEAN LO, CHIEF, CONTROLLER'S DIVISION

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

REFERRED TO THE CHIEF
EXECUTIVE OFFICER FOR---

☐ ACTION

☐ RECOMMENDATION

AUDITOR-CONTROLLER

BY _____

B.A. NO. 009

DATE _____

☐ APPROVED AS REQUESTED

☐ APPROVED AS REVISED

CHIEF EXECUTIVE OFFICER

BY _____

DATE _____

BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	8/16/2023	
BOARD MEETING DATE	9/12/2023	
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	Mills Act Program Maximum Assessed Values Increase	
PROGRAM	Historic Preservation	
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	Project needs to be approved by the Board in time for outreach to occur before the end of the year and the application window opening on January 1, 2024.	
COST & FUNDING	Total cost: \$	Funding source:
	TERMS (if applicable):	
	Explanation:	
PURPOSE OF REQUEST	To increase Maximum Assessed Values (MAV) for the Los Angeles County Mills Act Program; limit these increases to County-designated historic properties; and limit the number of annually executed contracts to eight.	
BACKGROUND (include internal/external issues that may exist including any related motions)	None	
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: Connie Chung, Deputy Director, (213) 893-7038, cchung@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

September 12, 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:

**MILLS ACT PROGRAM MAXIMUM ASSESSED VALUES INCREASE
PROJECT NO. PRJ2022-003842 / CASE NO. RPPL2022011921
(ALL SUPERVISORIAL DISTRICTS) (3-VOTES)**

SUBJECT

This action is to increase the County's Mills Act Program (Program) Maximum Assessed Values (MAVs) for County-designated historic properties and to further limit the number of annually executed contracts.

IT IS RECOMMENDED THAT THE BOARD,

1. Find the project categorically exempt from the California Environmental Quality Act (CEQA), pursuant to Section 15331 of the State CEQA Guidelines (Historical Resource Restoration/Rehabilitation – Class 31); and
2. Adopt a resolution to amend the Program with the revised MAVs and the number of annually executed contracts.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The Project proposes to increase the MAVs established in the 2013 Cost Control Provisions to address rising property values. In 2013, the median home price in Los Angeles County (according to data from the California Association of Realtors) was \$459,010. The Board established the MAV for single-family residences (SFRs) as \$1 million, or 2.1786 times the median home price. In 2023, with a projected median home price of \$960,997 and a multiplier of 2.1786, the Project proposes a MAV of \$2.1 million. The 2013 and proposed MAV for two-

family residences is 1.5 times the MAV for SFRs, and the MAV for other eligible properties is 3 times the MAV for SFRs.

The proposed MAVs are: SFR - \$2,100,000; two-family residence - \$3,200,000; and other eligible property - \$6,300,000.

To encourage County nominations, which can preserve historic resources in perpetuity, the proposed increased MAVs are limited to County Landmarks and Contributors to County Historic Districts. The MAVs for state and nationally listed properties will remain unchanged.

The Program does not currently limit the number of annually executed contracts. As approval of the Project will likely increase the number of applications for both Landmark nominations and Mills Act contract applications, and due to staffing limitations, it is necessary to limit the number of annually executed Mills Act contracts to eight.

Implementation of Strategic Plan Goals

This action supports the County's Strategic Plan Goal No. 2 (Foster Vibrant and Resilient Communities). Incentivizing historic preservation preserves the unincorporated communities' architectural and cultural heritage, thereby fostering community vibrancy.

FISCAL IMPACT/FINANCING

This action will not have a significant impact on the County budget. Staff prepared an Unrealized Property Tax Report (Attachment 2) to determine if the Cost Control Provisions' (Attachment 3) annual and total Program limits have been exceeded. The report disclosed that 2013 limits have not been exceeded. In Fiscal Year 2021-22, Mills Act contracts resulted in \$26,894 of unrealized property taxes, well below the annual limit of \$300,000. Additionally, the Program has resulted in a total of \$113,236 of unrealized property taxes, also well below the lifetime limit of \$3 million. There are no proposed changes to the Program limit.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

In recognition of costly maintenance and repair of historic resources, the State of California enacted the Mills Act in 1972. The Mills Act grants local governments the authority to enter into contracts with owners of qualified historic properties who are willing to restore and maintain their properties in exchange for property tax relief.

On November 26, 2013, the Board adopted the Program, which implements the Mills Act for properties located in unincorporated Los Angeles County and establishes Cost Control Provisions for the Program. The Program specifies a limit for unrealized property tax revenue to the County, limits the number of contracts for the Program for the initial three years, and establishes MAVs.

Since the establishment of the Program in 2013, Los Angeles County property values have risen to a degree that bears reconsideration of the Program's MAVs. According to the California Association of Realtors, the median home price in Los Angeles County rose 7.76% each year or 194% from 2013 to 2022. However, the MAV for a SFR in Los Angeles County has remained at \$1 million. As a result, there has been a decline in applications for Mills Act contracts. The year 2017 had the most participation, with eight executed contracts, while there were zero contracts executed in 2022.

ENVIRONMENTAL DOCUMENTATION

Pursuant to Section 15331 (Historical Resource Restoration/Rehabilitation—Class 31) of CEQA, revisions to the Program are categorically exempt from CEQA because they will preserve historical resources in a manner consistent with the Secretary of the Interior's Standards for the Treatment of Historic Properties with Guidelines for Preserving, Rehabilitating, Restoring, and Reconstructing Historic Buildings (1995).

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The proposed action will not impact current County services or projects.

CONCLUSION

For further information, please contact Katrina Castañeda of the Ordinance Studies Section at (213) 893-7032 or kcastaneda@planning.lacounty.gov.

Respectfully submitted,

AMY J. BODEK, AICP
Director of Regional Planning

AJB:CC:BD:KC:ar

Attachments:

1. Resolution
- 1a. Cost Control Provisions (2023)
2. Unrealized Property Tax Report
3. Cost Control Provisions (2013)

c: Executive Office, Board of Supervisors
Assessor
Chief Executive Office

County Counsel
Public Works

S_09_12_2023_AP_BL_MILLS_ACT_PROGRAM_MAXIMUM_ASSESSED_VALUES_INCREASE

**DRAFT RESOLUTION
COUNTY OF LOS ANGELES
BOARD OF SUPERVISORS
MILLS ACT PROGRAM MAXIMUM ASSESSED VALUES INCREASE
PROJECT NO. PRJ2022-003842
CASE NO. RPPL2022011921**

WHEREAS, on September 12, 2023, the County of Los Angeles ("County") Board of Supervisors ("Board"), approved the Mills Act Program Maximum Assessed Values ("MAV") Increase ("Project"); and

WHEREAS, the Board finds:

1. On November 26, 2013, the Board adopted an ordinance (No. 2013-0057) to implement the Mill Act Program ("Program") that provides property tax reduction for owners of qualified historical properties who are willing to enter into a contract, which requires that they maintain and/or restore their property, with the County.
2. On November 26, 2013, the Board adopted the following Cost Control Provisions for the Program:
 - a. Unrealized Property Tax Revenue Cap: Unrealized property tax revenue to the County is limited to a maximum \$300,000 per year and a total Program limit of \$3,000,000.
 - b. Number of Contracts: For 2014 to 2016, limited to six contracts per year, and in 2017, no maximum number of contracts per year, subject to the unrealized property tax revenue cap.
 - c. Eligible Properties: For 2014 to 2016, limited to designated historic landmarks consisting of single-family and two-family residences, and in 2017, expanded eligibility to other designated property types.
 - d. Maximum Assessed Valuation (including both improvements and land): Single-family Residence - \$1,000,000 or less; Two-family Residence - \$1,500,000 or less; Other eligible property - \$3,000,000 or less.
3. An Unrealized Property Tax Report was prepared to determine if the Cost Control Provisions' annual and total Program limits have been exceeded. The report revealed that the limits have not been exceeded. In Fiscal Year 2021-22, Mills Act contracts resulted in \$26,894 of unrealized property taxes, well below the annual limit of \$300,000. Additionally, the Program has resulted in a total of \$113,236 of

unrealized property taxes, also well below the lifetime limit of \$3 million. There are no proposed changes to the total Program limit.

4. Since the establishment of the Program, Los Angeles County property values have risen to a degree that bears reconsideration of the Program's MAVs. According to the California Association of Realtors, the median home price in Los Angeles County rose 7.76% each year for a total of 194% from 2013 to 2022 (according to data from the California Association of Realtors). However, the MAV for a single-family residence ("SFR") in Los Angeles County has remained at \$1 million. As a result, there has been a decline in applications for Mills Act contracts. The year 2017 had the most participation, with eight executed contracts, while there were zero contracts executed in 2022.
5. When the Board established the Program in 2013, the median home price in Los Angeles County (according to data from the California Association of Realtors) was \$459,010. The Board established the MAV for SFRs as \$1 million, or 2.1786 times the median home price. In 2023, with a projected median home price of \$960,997 and a multiplier of 2.1786, the Project proposes a MAV of \$2.1 million. The 2013 and proposed MAV for two-family residences is 1.5 times the MAV for SFRs, and the MAV for other eligible properties is 3 times the MAV for SFRs.
6. The proposed MAVs are: SFR - \$2,100,000; two-family residence - \$3,200,000; and other eligible property - \$6,300,000.
7. To encourage County nominations, the proposed increased MAVs are limited to County Landmarks and Contributors to County Historic Districts. The MAV for state and nationally listed properties will remain unchanged.
8. To accommodate the expected increase in applications for both Landmark nominations and Mills Act contracts with current staffing limitations, it is necessary to limit the number of annually executed Mills Act contracts to eight.
9. On November 17, 2022, a public meeting was held to inform the public about the Project, respond to their questions, and receive their comments.
10. On January 27, 2023, a presentation on the Project was made to the Historical Landmarks and Records Commission.

NOW, THEREFORE, THE BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES DOES HEREBY RESOLVE, DETERMINE AND ORDER AS FOLLOWS:

1. Find the project categorically is exempt from the California Environmental Quality Act (CEQA), pursuant to Section 15331 of the State CEQA Guidelines (Historical Resource Restoration/Rehabilitation – Class 31); and
2. Adopt the attached amended Cost Control Provisions to revise the Program's MAVs and number of annually executed contracts.

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

By: _____
Deputy

APPROVED AS TO FORM:
DAWYN HARRISON
County Counsel

By: /s/ Thomas R. Parker
Senior Deputy County Counsel

Attachment: Cost Control Provisions (2023)

County of Los Angeles Mills Act Program
Maximum Assessed Value (MAV) Increase
Proposed Revisions to Cost Control Provisions

<i>Mills Act Program Cost Control Provisions 2023</i>	
Provision	Purpose
Unrealized Property Tax Revenue Cap Unrealized property tax revenue to the County is limited to a maximum \$300,000 per year, and a total Program limit of \$3,000,000.	Control and limit the cumulative cost of the Program to the County in unrealized property tax revenue.
Number of Contracts Participation is limited to eight contracts per year.	Ensure there is sufficient staffing to process Mills Act applications.
Maximum Assessed Valuation (Non-County Designations) Single-family Residence - \$1,000,000 or less Two-family Residence - \$1,500,000 or less Other eligible property - \$3,000,000 or less (Including both improvements and land) Non-County Designations include: <ul style="list-style-type: none"> • Properties listed on the National Register of Historic Places (NRHP): individually or as a district contributor; or • Properties listed on the California Register of Historic Resources (CRHR): individually or as a district contributor; or • National Historic Landmark (NHL); or • California Historical Landmark (CHL). 	Encourage nominations at the County level which provides a higher level of protection than national- or state-level designations.
Maximum Assessed Valuation (County Designations): Single-family Residence - \$2,100,000 or less Two-family Residence - \$3,200,000 or less Other eligible property - \$6,300,000 or less (Including both improvements and land) County Designations include: <ul style="list-style-type: none"> • County Landmarks and • Contributors to County Historic Districts. 	

Pursuant to County Code § 22.52.2740, the Board of Supervisors adopted the Mills Act program cost control provision on November 26, 2013 and revisions on [date].

**County of Los Angeles Mills Act Program
Maximum Assessed Value (MAV) Increase
Unrealized Property Tax Report**

The Cost Control Provisions for the Mills Act Program adopted on November 26, 2013 limited the following loss of property tax revenue for the County:

- Annual Limit: \$300,000
- Program Limit: \$3,000,000

Year	Fiscal Year	New Contracts Executed	Unrealized Property Tax
2022	2022/2023	0	\$27,013.51
2021	2021/2022	1	\$26,893.84
2020	2020/2021	3	\$18,656.14
2019	2019/2021	1	\$18,594.62
2018	2018/2019	1	\$17,030.95
2017	2017/2018	7	\$5,047.24
2016	2016/2017	4	--
		17 TOTAL	\$113,236.30 TOTAL

Project Number	Plan Number	Address	APN	Contract Year	Year	Fiscal Year	Tax Savings (Tax Reductions)	Total Average Tax Savings	County Portion of Unrealized Tax (Loss Revenue for the County)	Total UPTR for Property
2020-001246 / 2020-000311-(3)	RPPL20200 04010	19974 Sischo Dr, Topanga CA 90290	4447033025	0	2020	2020/2021	\$ -		\$ -	
2020-001246 / 2020-	RPPL20200 04010	19974 Sischo Dr, Topanga CA 90290	4447033025	1	2021	2021/2022	\$20,859.21	75%	\$ 6,078.20	\$ 12,235.65

County of Los Angeles Mills Act Program
Maximum Assessed Value (MAV) Increase
Unrealized Property Tax Report

000311- (3)										
2020- 001246 / 2020- 000311- (3)	RPPL20200 04010	19974 Sischo Dr, Topanga CA 90290	4447033025	2	2022	2022/2023	\$21,215.48	75%	\$ 6,157.45	
2016- 001066	RPPL20160 03002	4280 W Mount Vernon Dr, Los Angeles CA 90008	5010009049	0	2016	2016/2017	\$ -	0%	\$ -	
2016- 001066	RPPL20160 03002	4280 W Mount Vernon Dr, Los Angeles CA 90008	5010009049	1	2017	2017/2018	\$ 6,310.39	60%	\$ 1,863.98	
2016- 001066	RPPL20160 03002	4280 W Mount Vernon Dr, Los Angeles CA 90008	5010009049	2	2018	2018/2019	\$ 4,930.86	46%	\$ 1,450.38	
2016- 001066	RPPL20160 03002	4280 W Mount Vernon Dr, Los Angeles CA 90008	5010009049	3	2019	2019/2020	\$ 5,521.43	52%	\$ 1,618.06	
2016- 001066	RPPL20160 03002	4280 W Mount Vernon Dr,	5010009049	4	2020	2020/2021	\$ 5,147.22	46%	\$ 1,503.36	\$ 8,672.81

County of Los Angeles Mills Act Program
Maximum Assessed Value (MAV) Increase
Unrealized Property Tax Report

		Los Angeles CA 90008								
2016- 001066	RPPL20160 03002	4280 W Mount Vernon Dr, Los Angeles CA 90008	5010009049	5	2021	2021/2022	\$ 4,013.80	36%	\$ 1,169.59	
2016- 001066	RPPL20160 03002	4280 W Mount Vernon Dr, Los Angeles CA 90008	5010009049	6	2022	2022/2023	\$ 3,677.90	33%	\$ 1,067.45	
2016- 001320	RPPL20160 03322	4104 Kenway Ave, Los Angeles CA 90008	5011004019	0	2016	2016/2017	\$ -	0%	\$ -	
2016- 001320	RPPL20160 03322	4104 Kenway Ave, Los Angeles CA 90008	5011004019	1	2017	2017/2018	\$ 5,012.53	48%	\$ 1,480.61	
2016- 001320	RPPL20160 03322	4104 Kenway Ave, Los Angeles CA 90008	5011004019	2	2018	2018/2019	\$ 4,231.51	39%	\$ 1,244.67	
2016- 001320	RPPL20160 03322	4104 Kenway Ave, Los	5011004019	3	2019	2019/2020	\$ 4,093.80	38%	\$ 1,199.69	\$ 6,010.97

County of Los Angeles Mills Act Program
Maximum Assessed Value (MAV) Increase
Unrealized Property Tax Report

		Angeles CA 90008								
2016- 001320	RPPL20160 03322	4104 Kenway Ave, Los Angeles CA 90008	5011004019	4	2020	2020/2021	\$ 3,962.13	35%	\$ 1,157.22	
2016- 001320	RPPL20160 03322	4104 Kenway Ave, Los Angeles CA 90008	5011004019	5	2021	2021/2022	\$ 1,620.32	15%	\$ 472.15	
2016- 001320	RPPL20160 03322	4104 Kenway Ave, Los Angeles CA 90008	5011004019	6	2022	2022/2023	\$ 1,573.33	14%	\$ 456.63	
2018- 001263	RPPL20180 01862	4012 Fairway Blvd, Los Angeles CA 90043	5011009016 *	0	2018	2018/2019	\$ 731.80	8%	\$ 215.25	
2018- 001263	RPPL20180 01862	4012 Fairway Blvd, Los Angeles CA 90043	5011009016 *	1	2019	2019/2020	\$ 5,923.14	63%	\$ 1,735.78	
2018- 001263	RPPL20180 01862	4012 Fairway Blvd, Los Angeles CA 90043	5011009016 *	2	2020	2020/2021	\$ 5,896.90	60%	\$ 1,722.32	\$ 6,958.48

County of Los Angeles Mills Act Program Maximum Assessed Value (MAV) Increase Unrealized Property Tax Report

2018-001263	RPPL2018001862	4012 Fairway Blvd, Los Angeles CA 90043	5011009016 *	3	2021	2021/2022	\$ 5,803.51	60%	\$ 1,691.10	
2018-001263	RPPL2018001862	4012 Fairway Blvd, Los Angeles CA 90043	5011009016 *	4	2022	2022/2023	\$ 5,492.24	56%	\$ 1,594.03	
2017-003618	RPPL2017006100	3664 Fairland Blvd, Los Angeles CA 90043	5012009030	0	2017	2017/2018	\$ -	0%	\$ -	
2017-003618	RPPL2017006100	3664 Fairland Blvd, Los Angeles CA 90043	5012009030	1	2018	2018/2019	\$ 5,914.31	55%	\$ 1,739.65	
2017-003618	RPPL2017006100	3664 Fairland Blvd, Los Angeles CA 90043	5012009030	2	2019	2019/2020	\$ 6,575.44	60%	\$ 1,926.94	
2017-003618	RPPL2017006100	3664 Fairland Blvd, Los Angeles CA 90043	5012009030	3	2020	2020/2021	\$ 5,867.87	52%	\$ 1,713.84	
2017-003618	RPPL2017006100	3664 Fairland Blvd, Los Angeles CA 90043	5012009030	4	2021	2021/2022	\$ 5,599.69	50%	\$ 1,631.70	
										\$ 8,576.62

County of Los Angeles Mills Act Program
Maximum Assessed Value (MAV) Increase
Unrealized Property Tax Report

		Angeles CA 90043								
2017- 003618	RPPL20170 06100	3664 Fairland Blvd, Los Angeles CA 90043	5012009030	5	2022	2022/2023	\$ 5,390.46	47%	\$ 1,564.49	
2017- 005543	RPPL20170 08501	4607 Angeles Vista Blvd, Los Angeles CA 90043	5012010016	0	2017	2017/2018	\$ -	0%	\$ -	
2017- 005543	RPPL20170 08501	4607 Angeles Vista Blvd, Los Angeles CA 90043	5012010016	1	2018	2018/2019	\$ 6,588.40	62%	\$ 1,937.93	
2017- 005543	RPPL20170 08501	4607 Angeles Vista Blvd, Los Angeles CA 90043	5012010016	2	2019	2019/2020	\$ 6,749.33	63%	\$ 1,977.90	
2017- 005543	RPPL20170 08501	4607 Angeles Vista Blvd, Los Angeles CA 90043	5012010016	3	2020	2020/2021	\$ 6,546.06	59%	\$ 1,911.92	
2017- 005543	RPPL20170 08501	4607 Angeles Vista Blvd, Los Angeles CA 90043	5012010016	4	2021	2021/2022	\$ 5,708.40	52%	\$ 1,663.38	\$ 9,155.42

County of Los Angeles Mills Act Program
Maximum Assessed Value (MAV) Increase
Unrealized Property Tax Report

2017-005543	RPPL2017008501	4607 Angeles Vista Blvd, Los Angeles CA 90043	5012010016	5	2022	2022/2023	\$ 5,734.33	52%	\$ 1,664.29	
2017-005570	RPPL2017008534	4923 Angeles Vista Blvd, Los Angeles CA 90043	5012011028	0	2017	2017/2018	\$ -	0%	\$ -	
2017-005570	RPPL2017008534	4923 Angeles Vista Blvd, Los Angeles CA 90043	5012011028	1	2018	2018/2019	\$ 6,312.14	59%	\$ 1,856.67	
2017-005570	RPPL2017008534	4923 Angeles Vista Blvd, Los Angeles CA 90043	5012011028	2	2019	2019/2020	\$ 6,003.53	56%	\$ 1,759.34	
2017-005570	RPPL2017008534	4923 Angeles Vista Blvd, Los Angeles CA 90043	5012011028	3	2020	2020/2021	\$ 5,223.34	47%	\$ 1,525.59	
2017-005570	RPPL2017008534	4923 Angeles Vista Blvd, Los Angeles CA 90043	5012011028	4	2021	2021/2022	\$ 5,234.59	47%	\$ 1,525.32	\$ 8,235.20

County of Los Angeles Mills Act Program
Maximum Assessed Value (MAV) Increase
Unrealized Property Tax Report

2017-005570	RPPL2017008534	4923 Angeles Vista Blvd, Los Angeles CA 90043	5012011028	5	2022	2022/2023	\$ 5,403.54	48%	\$ 1,568.29	
2017-005636	RPPL2017008616	4901 Angeles Vista Blvd, Los Angeles CA 90043	5012011031	0	2017	2017/2018	\$ -	0%	\$ -	
2017-005636	RPPL2017008616	4901 Angeles Vista Blvd, Los Angeles CA 90043	5012011031	1	2018	2018/2019	\$ 6,440.92	64%	\$ 1,894.55	
2017-005636	RPPL2017008616	4901 Angeles Vista Blvd, Los Angeles CA 90043	5012011031	2	2019	2019/2020	\$ 6,511.55	65%	\$ 1,908.22	
2017-005636	RPPL2017008616	4901 Angeles Vista Blvd, Los Angeles CA 90043	5012011031	3	2020	2020/2021	\$ 6,329.74	60%	\$ 1,848.74	
2017-005636	RPPL2017008616	4901 Angeles Vista Blvd, Los Angeles CA 90043	5012011031	4	2021	2021/2022	\$ 6,312.88	61%	\$ 1,839.52	\$ 9,365.64

County of Los Angeles Mills Act Program
Maximum Assessed Value (MAV) Increase
Unrealized Property Tax Report

2017-005636	RPPL2017008616	4901 Angeles Vista Blvd, Los Angeles CA 90043	5012011031	5	2022	2022/2023	\$ 6,459.01	61%	\$ 1,874.62	
2016-000337	RPPL2016002107	4918 Angeles Vista Blvd, Los Angeles CA 90043	5013004004	0	2016	2016/2017	\$ -	0%	\$ -	
2016-000337	RPPL2016002107	4918 Angeles Vista Blvd, Los Angeles CA 90043	5013004004	1	2017	2017/2018	\$ 1,967.31	32%	\$ 581.11	
2016-000337	RPPL2016002107	4918 Angeles Vista Blvd, Los Angeles CA 90043	5013004004	2	2018	2018/2019	\$ 2,044.46	33%	\$ 601.36	
2016-000337	RPPL2016002107	4918 Angeles Vista Blvd, Los Angeles CA 90043	5013004004	3	2019	2019/2020	\$ 2,091.64	33%	\$ 612.96	
2016-000337	RPPL2016002107	4918 Angeles Vista Blvd, Los Angeles CA 90043	5013004004	4	2020	2020/2021	\$ 831.16	13%	\$ 242.76	\$ 2,585.51

County of Los Angeles Mills Act Program
Maximum Assessed Value (MAV) Increase
Unrealized Property Tax Report

2016-000337	RPPL201602107	4918 Angeles Vista Blvd, Los Angeles CA 90043	5013004004	5	2021	2021/2022	\$ 881.26	14%	\$ 256.79	
2016-000337	RPPL201602107	4918 Angeles Vista Blvd, Los Angeles CA 90043	5013004004	6	2022	2022/2023	\$ 1,001.03	15%	\$ 290.53	
2016-001298	RPPL201603290	3472 Westmount Ave, Los Angeles CA 90043	5013009023	0	2017	2016/2017	\$ -	0%	\$ -	
2016-001298	RPPL201603290	3472 Westmount Ave, Los Angeles CA 90043	5013009023	1	2018	2017/2018	\$ 3,796.93	54%	\$ 1,121.55	
2016-001298	RPPL201603290	3472 Westmount Ave, Los Angeles CA 90043	5013009023	2	2019	2018/2019	\$ 3,014.66	42%	\$ 886.74	
2016-001298	RPPL201603290	3472 Westmount Ave, Los Angeles CA 90043	5013009023	3	2020	2019/2020	\$ 3,112.67	43%	\$ 912.17	
2016-001298	RPPL201603290	3472 Westmount Ave, Los Angeles CA 90043	5013009023	4	2021	2020/2021	\$ 2,563.18	34%	\$ 748.63	
										\$ 5,210.81

County of Los Angeles Mills Act Program
Maximum Assessed Value (MAV) Increase
Unrealized Property Tax Report

		Angeles CA 90043								
2016- 001298	RPPL20160 03290	3472 Westmount Ave, Los Angeles CA 90043	5013009023	5	2022	2021/2022	\$ 2,589.44	35%	\$ 754.54	
2016- 001298	RPPL20160 03290	3472 Westmount Ave, Los Angeles CA 90043	5013009023	6	2022	2022/2023	\$ 2,712.23	36%	\$ 787.18	
2017- 005284	RPPL20170 08179	4621 Brynhurst Ave, Los Angeles CA 90043	5013012012	1	2017	2017/2018	\$ -	0%	\$ -	
2017- 005284	RPPL20170 08179	4621 Brynhurst Ave, Los Angeles CA 90043	5013012012	2	2018	2018/2019	\$ 5,131.33	70%	\$ 1,509.34	
2017- 005284	RPPL20170 08179	4621 Brynhurst Ave, Los Angeles CA 90043	5013012012	3	2019	2019/2020	\$ 5,203.39	70%	\$ 1,524.86	
2017- 005284	RPPL20170 08179	4621 Brynhurst Ave, Los Angeles CA 90043	5013012012	4	2020	2020/2021	\$ 5,419.24	70%	\$ 1,582.80	\$ 7,782.36

County of Los Angeles Mills Act Program Maximum Assessed Value (MAV) Increase Unrealized Property Tax Report

2017-005284	RPPL2017008179	4621 Brynhurst Ave, Los Angeles CA 90043	5013012012	5	2021	2021/2022	\$ 5,392.05	70%	\$ 1,571.20	
2017-005284	RPPL2017008179	4621 Brynhurst Ave, Los Angeles CA 90043	5013012012	6	2022	2022/2023	\$ 5,492.65	71%	\$ 1,594.15	
2019-002331	RPPL2019004159	5016 S Victoria Ave, Los Angeles CA 90043	5013017007	0	2019	2019/2020	\$ -	0%	\$ -	
2019-002331	RPPL2019004159	5016 S Victoria Ave, Los Angeles CA 90043	5013017007	1	2020	2020/2021	\$ 2,588.62	43%	\$ 756.06	
2019-002331	RPPL2019004159	5016 S Victoria Ave, Los Angeles CA 90043	5013017007	2	2021	2021/2022	\$ 2,598.85	44%	\$ 757.28	
2019-002331	RPPL2019004159	5016 S Victoria Ave, Los Angeles CA 90043	5013017007	3	2022	2022/2023	\$ 2,691.54	45%	\$ 781.18	
2017-005611	RPPL2017008529	4214 Angeles Vista Blvd, Los Angeles CA 90008	5024004022	0	2017	2017/2018	\$ -	0%	\$ -	\$ 7,700.80

County of Los Angeles Mills Act Program
Maximum Assessed Value (MAV) Increase
Unrealized Property Tax Report

2017-005611	RPPL2017008529	4214 Angeles Vista Blvd, Los Angeles CA 90008	5024004022	1	2018	2018/2019	\$ 5,746.17	56%	\$ 1,690.19	
2017-005611	RPPL2017008529	4214 Angeles Vista Blvd, Los Angeles CA 90008	5024004022	2	2019	2019/2020	\$ 5,588.49	54%	\$ 1,637.71	
2017-005611	RPPL2017008529	4214 Angeles Vista Blvd, Los Angeles CA 90008	5024004022	3	2020	2020/2021	\$ 4,942.18	46%	\$ 1,443.47	
2017-005611	RPPL2017008529	4214 Angeles Vista Blvd, Los Angeles CA 90008	5024004022	4	2021	2021/2022	\$ 4,954.87	47%	\$ 1,443.81	
2017-005611	RPPL2017008529	4214 Angeles Vista Blvd, Los Angeles CA 90008	5024004022	5	2022	2022/2023	\$ 5,118.70	48%	\$ 1,485.62	
2017-005557	RPPL2017008518	1419 E Palm St, Altadena CA 91001	5844022002**	0	2017	2017/2018	\$ -	0%	\$ -	\$ 10,493.24
2017-005557	RPPL2017008518	1419 E Palm St, Altadena CA 91001	5844022002**	1	2018	2018/2019	\$ 6,279.96	63%	\$ 1,847.20	

County of Los Angeles Mills Act Program
Maximum Assessed Value (MAV) Increase
Unrealized Property Tax Report

2017-005557	RPPL2017008518	1419 E Palm St, Altadena CA 91001	5844022002**	2	2019	2019/2020	\$ 5,553.17	57%	\$ 1,627.36	
2017-005557	RPPL2017008518	1419 E Palm St, Altadena CA 91001	5844022002**	3	2020	2020/2021	\$ 8,070.01	65%	\$ 2,357.02	
2017-005557	RPPL2017008518	1419 E Palm St, Altadena CA 91001	5844022002**	4	2021	2021/2022	\$ 7,915.01	61%	\$ 2,306.37	
2017-005557	RPPL2017008518	1419 E Palm St, Altadena CA 91001	5844022002**	5	2022	2022/2023	\$ 8,115.15	60%	\$ 2,355.29	
2017-005557	RPPL2017008518	1419 E Palm St, Altadena CA 91001	5844022013**	0	2017	2017/2018	\$ -	0%	\$ -	\$ 191.72
2017-005557	RPPL2017008518	1419 E Palm St, Altadena CA 91001	5844022013**	1	2018	2018/2019	\$ 161.83	42%	\$ 47.60	
2017-005557	RPPL2017008518	1419 E Palm St, Altadena CA 91001	5844022013**	2	2019	2019/2020	\$ 161.81	43%	\$ 47.42	
2017-005557	RPPL2017008518	1419 E Palm St, Altadena CA 91001	5844022013**	3	2020	2020/2021	\$ 103.20	33%	\$ 30.14	
2017-005557	RPPL2017008518	1419 E Palm St, Altadena CA 91001	5844022013**	4	2021	2021/2022	\$ 109.91	34%	\$ 32.03	
2017-005557	RPPL2017008518	1419 E Palm St, Altadena CA 91001	5844022013**	5	2022	2022/2023	\$ 118.96	35%	\$ 34.53	
2017-005557	RPPL2017008518	1419 E Palm St, Altadena CA 91001	5844023015**	0	2017	2017/2018	\$ -	0%	\$ -	
2017-005557	RPPL2017008518	1419 E Palm St, Altadena CA 91001	5844023015**	0	2017	2017/2018	\$ -	0%	\$ -	\$ 566.37

County of Los Angeles Mills Act Program
Maximum Assessed Value (MAV) Increase
Unrealized Property Tax Report

2017-005557	RPPL2017008518	1419 E Palm St, Altadena CA 91001	5844023015**	1	2018	2018/2019	\$ 371.99	97%	\$ 109.42	
2017-005557	RPPL2017008518	1419 E Palm St, Altadena CA 91001	5844023015**	2	2019	2019/2020	\$ 362.46	97%	\$ 106.22	
2017-005557	RPPL2017008518	1419 E Palm St, Altadena CA 91001	5844023015**	3	2020	2020/2021	\$ 384.41	97%	\$ 112.27	
2017-005557	RPPL2017008518	1419 E Palm St, Altadena CA 91001	5844023015**	4	2021	2021/2022	\$ 401.34	97%	\$ 116.95	
2017-005557	RPPL2017008518	1419 E Palm St, Altadena CA 91001	5844023015**	5	2022	2022/2023	\$ 418.66	97%	\$ 121.51	
2020-001260	RPPL2020004739	1496 N Dominion Ave, Pasadena CA 91104	5851022023	0	2020	2020/2021	\$ -	0%	\$ -	\$ 3,790.01
2020-001260	RPPL2020004739	1496 N Dominion Ave, Pasadena CA 91104	5851022023	1	2021	2021/2022	\$ 6,351.42	69%	\$ 1,850.75	
2020-001260	RPPL2020004739	1496 N Dominion Ave, Pasadena CA 91104	5851022023	2	2022	2022/2023	\$ 6,681.71	69%	\$ 1,939.26	
2020-001209	RPPL2020003921	717 E Baseline Rd,	8669017036	0	2020	2020/2021	\$ -	0%	\$ -	

County of Los Angeles Mills Act Program
Maximum Assessed Value (MAV) Increase
Unrealized Property Tax Report

		Claremont CA 91711								
2020- 001209	RPPL20200 03921	717 E Baseline Rd, Claremont CA 91711	8669017036	1	2021	2021/2022	\$ 5,947.87	61%	\$ 1,733.16	
2020- 001209	RPPL20200 03921	717 E Baseline Rd, Claremont CA 91711	8669017036	2	2022	2022/2023	\$ 5,778.13	59%	\$ 1,677.01	
2021- 002231	RPPL20210 08114	1022 Parkman St, Altadena CA 91001	5842014015	0	2021	2021/2022	\$ -	0%	\$ -	
2021- 002231	RPPL20210 08114	1022 Parkman St, Altadena CA 91001	5842014015	1	2022	2022/2023	\$ -	0%	\$ -	\$ -

County of Los Angeles
Mills Act Program
Cost Control Provisions

<i>Mills Act Program Cost Control Provisions</i>	
Provision	Purpose
Unrealized Property Tax Revenue Cap: Unrealized property tax revenue to the County is limited to a maximum \$300,000 per year, and a total Program limit of \$3,000,000.	To control the total costs of the Program to the County.
Number of Contracts: For 2014 to 2016, participation is limited to six contracts per year. Beginning in 2017, there is no maximum number of contracts per year, subject to the unrealized property tax revenue cap.	To limit costs to the County for the first three years.
Eligible Properties: For 2014 to 2016, eligibility is limited to designated historic landmarks consisting of single-family and two-family residences. Beginning in 2017, other designated property types are eligible.	To maximize benefits to single-family and two-family residences for the first three years.
Maximum Assessed Valuation: Single-family Residence - \$1,000,000 or less Two-family Residence - \$1,500,000 or less Other eligible property - \$3,000,000 or less (Including both improvements and land)	The assessed valuation cap limit is intended to maximize benefits to as many properties as possible given the proposed cap in total tax revenue loss. If no caps were in place, larger, higher-assessed properties could significantly impact the overall Program cap limits.

Pursuant to County Code § 22.52.2740, the Board of Supervisors adopted the Mills Act program cost control provision on November 26, 2013.

BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	8/16/2023	
BOARD MEETING DATE	9/12/2023	
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	Work Guidelines for Landmarks and Historic Districts ("Guidelines")	
PROGRAM	Historic Preservation	
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 Board should act on this project now so that staff can prepare a subsequent Board package to consider the pending Historic Highlands Historic District before the end of 2023 thereby enabling eligible property owners to apply for a Mills Act contract at the beginning of 2024.	
COST & FUNDING	Total cost: \$0.00	Funding source: NA
	TERMS (if applicable): NA	
	Explanation: NA	
PURPOSE OF REQUEST	Adopt the Guidelines.	
BACKGROUND (include internal/external issues that may exist including any related motions)	<p>Pursuant to Los Angeles County Code Section 22.124.160, the review of a Certificate of Appropriateness requires that the proposed work will comply with any applicable guidelines adopted by the County for the treatment of landmarks and properties within historic districts ("districts"). To address this requirement, the Department of Regional Planning has prepared the draft Guidelines that are intended to be used by property owners, their architects and contractors, County staff, and the HLRC when considering or reviewing work on landmarks and on properties located within historic districts. The document:</p> <ul style="list-style-type: none"> • Interprets the United States Secretary of the Interior's Standards for the Treatment of Historic Properties for the County; • Defines applicable terms; • Provides an overview of the requirements and procedures for reviewing work on landmarks and property located within districts; • Describes historical architectural styles and character-defining features; and • Establishes guidelines for work on landmarks and districts. <p>On April 28th, 2023, the Historical Landmarks and Records Commission recommended that the Board adopt the Guidelines.</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 type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please state which one(s) and explain how:
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Dean Edwards, Senior Planner, (213) 974-0087, dedwards@planning.lacounty.gov Bruce Durbin, Supervising Planner, 213-893-7043, bdurbin@planning.lacounty.gov Connie Chung, Deputy Director, 213-893-7038, cchung@planning.lacounty.gov

LOS ANGELES COUNTY DEPARTMENT OF REGIONAL PLANNING

AMY J. BODEK, AICP
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Regional Planning

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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

September 12, 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:

**WORK GUIDELINES FOR LANDMARKS AND HISTORIC DISTRICTS
PROJECT: 2022-003746, CASE: RPPL2022011571
(ALL SUPERVISORIAL DISTRICTS) (3-VOTES)**

SUBJECT

This action is to adopt Work Guidelines for Landmarks and Historic Districts (“Guidelines”).

IT IS RECOMMENDED THAT THE BOARD:

1. Find the project categorically exempt from the California Environmental Quality Act (CEQA), pursuant to Section 15331 of the State CEQA Guidelines (Historical Resource Restoration/Rehabilitation – Class 31); and
2. Adopt the Guidelines for Landmarks and Historic Districts.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of this action is to adopt the Guidelines that will guide work on County landmarks and historic districts (“districts”). The Guidelines, which will be available to the public on the Department of Regional Planning (DRP) web site, is intended to be used by property owners, their architects and contractors, County staff, and the Historical Landmarks and Records Commission when considering or reviewing work on County landmarks and on properties located within County districts. Specifically, the Guidelines:

Interprets the United States Secretary of the Interior's Standards for the Treatment of Historic Properties for the County;

Defines applicable terms;

Provides an overview of the requirements and procedures for reviewing work on landmarks and property located within districts;

Describes historical architectural styles of districts and their character-defining features; and

Establishes guidelines for work on landmarks and districts.

Implementation of Strategic Plan Goals

This action supports the County's Strategic Plan Goal No. 2 (Foster Vibrant and Resilient Communities) by supporting the preservation of unincorporated communities' architectural and cultural heritage and thereby fostering community vibrancy.

FISCAL IMPACT/FINANCING

This project will have no fiscal impact on the County nor require financing.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On September 1, 2015, the Board adopted the Historic Preservation Ordinance (HPO) that established criteria and procedures for the nomination, designation, and review of work on landmarks and property located within historic districts.

Pursuant to Los Angeles County Code Section 22.124.140 (HPO), a Certificate of Appropriateness is required prior to conducting any of the following:

Work involving or impacting the exterior of a landmark structure or property located within a district;

Work involving or impacting a character-defining feature of a landmark or district; and

Work that requires a Certificate of Appropriateness pursuant to the resolution or ordinance designating the landmark or district.

Pursuant to Section 22.124.160, the review of a Certificate of Appropriateness requires that "the proposed work will comply with any applicable guidelines adopted by the County for the treatment of landmarks and properties within historic districts." To address this requirement, the DRP has prepared the Guidelines for the Board's review and approval.

ENVIRONMENTAL DOCUMENTATION

Pursuant to Section 15331 (Historical Resource Restoration/Rehabilitation—Class 31) of CEQA, this project is exempt from the provisions of the CEQA because it supports the preservation of historical resources in a manner consistent with the Secretary of the Interior's *Standards for the Treatment of Historic Properties with Guidelines for Preserving, Rehabilitating, Restoring, and Reconstructing Historic Buildings* (1995).

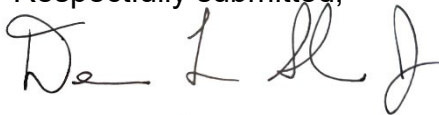
IMPACT ON CURRENT SERVICES (OR PROJECTS)

The project will not have an adverse impact on current services or projects.

CONCLUSION

For additional information regarding this item, please contact Dean Edwards in the Ordinance Studies Section at dedwards@planning.lacounty.gov.

Respectfully submitted,



AMY J. BODEK, AICP
Director of Regional Planning

AJB

AJB:CC:BD:DE:ar

Attachments

1. Resolution
2. Guidelines

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

BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	8/16/2023	
BOARD MEETING DATE	9/19/2023	
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)	Department of Regional Planning	
SUBJECT	Green Zone Technical Update	
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 amendments to Title 22 (Planning and Zoning) of the Los Angeles County Code, to include minor, technical changes to the Green Zones Ordinance for clarity and ease of use. The Project also includes a zone change program to add the Green Zone (-GZ) combining zone as an identifier on parcels that are subject to the Green Zones Ordinance in the unincorporated communities of West Carson and West Whittier – Los Nietos. The mapping of -GZ in other Green Zone District communities will be part of the Metro Area Plan and the East San Gabriel Valley Area Plan.	
BACKGROUND (include internal/external issues that may exist including any related motions)	<p>On June 14, 2022, the Board of Supervisors (Board) adopted the Green Zones Program, which amends Title 22 and the Los Angeles County General Plan to improve the public health and quality of life of residents in unincorporated communities that have been disproportionately and historically impacted by negative environmental effects. The Program went into effect on July 14, 2022. On December 20, 2022, the Board adopted the Interim Urgency Ordinance No. 2022-0065U, temporarily requiring a Conditional Use Permit (CUP) for new drive-through establishments within the boundaries of the Green Zones District communities mentioned above. On January 31, 2023, the Board adopted an ordinance to extend Interim Urgency Ordinance No. 2022-0065U for a period of 10 months and 15 days to December 15, 2023.</p> <p>The proposed amendments to Title 22 reorganize and simplify the code language, correct errors and omissions, and remove obsolete and redundant regulations so that the code language is clear, concise, and easy to use.</p>	
EQUITY INDEX OR LENS WAS UTILIZED	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No The Environmental Justice Screening Method (EJSM) was a mapping application developed to support the Green Zones Program in partnership with the University of	

	Southern California, Program for Environmental and Regional Equity and Occidental College. Using detailed local data, EJSM illustrates cumulative risks associated with environmental justice within Los Angeles County by identifying areas that are disproportionately burdened by and vulnerable to multiple types of pollution and health risks.
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No This project supports the Board-directed priority of assessing environmental conditions and reducing exposure to health risks. Implementation of the project supports attainment of Strategy II.2.3 of the County Strategic Plan: Prioritize Environmental Health Oversight and Monitoring. The Green Zones Program helps 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.
DEPARTMENTAL CONTACTS	Christian Turner, Regional Planner (213) 893-7040 cturner@planning.lacounty.gov

LOS ANGELES COUNTY DEPARTMENT OF REGIONAL PLANNING

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JOSEPH HORVATH
Administrative Deputy,
Administration

September 19, 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 GREEN ZONE TECHNICAL UPDATE
PROJECT NO. 2022-004173
ZONE CHANGE NO. RPPL2022013866
ADVANCE PLANNING PROJECT NO. RPPL2022010227
(ALL SUPERVISORIAL DISTRICTS) (3-VOTES)**

SUBJECT

The recommended action is to approve the Green Zone Technical Update (Project), which amends Title 22 (Planning and Zoning) of the Los Angeles County Code. The Project includes minor and non-substantive changes to the Green Zones Ordinance for clarity and ease of use, including the establishment of the Green Zone (-GZ) Combining Zone, which replaces the existing Green Zone Districts designation and serves as a tool to implement existing Green Zones regulations. The Project also includes a zone change program to add the -GZ Combining Zone on industrially-zoned parcels that are subject to existing Green Zones regulations in the unincorporated communities of West Carson and West Whittier – Los Nietos. A project summary is included as Attachment 1. The proposed Title 22 amendments are included as Attachment 2, and the proposed Zone Change Maps are included as Attachment 3.

IT IS RECOMMENDED THAT THE BOARD AFTER THE PUBLIC HEARING,

1. Find that the Project is exempt from the provisions of the California Environmental Quality Act (CEQA) per CEQA Guidelines sections 15305 and 15061(b)(3);
2. Indicate its intent to approve the Project (Zone Change No. RPPL2022013866, and Advance Planning Project No. RPPL2022010227), as recommended by the Regional Planning Commission (RPC); and

3. Instruct County Counsel to prepare the necessary final documents for the Project and bring them back to the Board for their consideration.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommended actions will support the implementation of the Green Zones Ordinance, which was initiated by the Board in December 2015, to address environmental justice in unincorporated Los Angeles County. Effective July 14, 2022, the Green Zones Ordinance utilizes land use tools and regulations to improve community health and quality of life for residents living near major sources of pollution. The Green Zones Ordinance added countywide standards as well as localized permitting and development requirements, such as landscaping and air filtration, for existing and new industrial, recycling and vehicle-related uses near sensitive uses like homes, schools, and parks. It also established the schedule for compliance for these industrial and vehicle-related uses.

The Project does not change, add, or delete any existing regulations in the Green Zones Ordinance in a substantive way, as all proposed changes are minor and technical in nature. It corrects discrepancies and reorganizes sections for clarity, consistency, and ease of implementation.

On May 24, 2023, the RPC held a public hearing and voted unanimously to recommend approval of the Project. A summary of RPC proceedings is included as Attachment 4. The RPC's resolution is included as Attachment 5.

Key Components

The Project includes the following major elements and key components:

New Green Zone (-GZ) Combining Zone

The Green Zones Ordinance currently identifies select communities as Green Zone Districts. However, regulations only apply to certain industrial properties within 500 feet from sensitive uses, and not the entire community. The Project establishes the -GZ Combining Zone to designate industrial parcels subject to the Green Zones Ordinance and removes references to the Green Zone Districts.

The Project also rezones 227 industrial parcels in the unincorporated communities of West Carson and West Whittier – Los Nietos to add the -GZ Combining Zone. The base zone of these parcels remains unchanged.

Correct Errors and Update Code Language

The Project reorganizes sections, standardizes terms, and adds cross-references between various sections and chapters of Title 22 to maintain internal consistency. The Project clarifies and simplifies the code language, corrects internal discrepancies and typographical errors, and reformats and reorganizes sections for clarity and congruence within the County Code.

Implementation of Strategic Plan Goals

The Project supports the County's *Strategic Plan Goal II: Foster Vibrant and Resilient Communities*. Specifically, the Project supports the attainment of *Strategy II.2.3 of the County Strategic Plan: Prioritize Environmental Health Oversight and Monitoring* as it helps 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.

FISCAL IMPACT/FINANCING

Approval of the Project 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

The Project supports the General Plan in that it will encourage land use patterns and community infrastructure that promote health and wellness of residents by reducing and mitigating the impacts of incompatible land uses, and incentivizing environmentally sustainable practices and high standards of development in the communities that bear disproportionate pollution and health impacts. The Project also adds a Conditional Use Permit (CUP) requirement for new drive-through establishments, which was omitted in error. The addition of the CUP requirement aligns with the Interim Urgency Ordinance No. 2022-0065U, which temporarily requires a CUP for new drive-through establishments within the Green Zones Districts.

In addition to the public hearing conducted by the RPC on May 24, 2023, a public hearing before the Board is required pursuant to Section 22.232.040.B.1 of the County Code. Required notice (Attachment 6) has been given pursuant to the procedures and requirements set forth in Section 22.222.180 of the County Code. Additionally, courtesy public hearing notices were mailed to 122 property owners and emailed to 271 stakeholders. The notification lists are included as Attachments 7 and 8.

ENVIRONMENTAL DOCUMENTATION

The Project qualifies for a Categorical (Class 5) Exemption, per CEQA Guidelines section 15305, which exempts minor alterations in land use limitations in areas with an average slope

of less than 20 percent, which do not result in any changes in land use or density. The project also qualifies for an exemption pursuant to CEQA Guidelines section 15061(b)(3), which exempts projects where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the Project will not significantly impact County services.

Should you have any questions, please contact Christian Turner of the Housing Policy Section at (213) 893-7040 or cturner@planning.lacounty.gov.

Respectfully submitted,



AMY J. BODEK, AICP
Director of Regional Planning

AJB:CC:TF:CT:ar

Attachments:

1. Project Summary
2. Proposed Ordinance
3. Proposed Zone Change Maps
4. Regional Planning Commission Hearing Proceedings
5. Regional Planning Commission Resolution
6. Hearing Notice
7. Notification List: Mailing Addresses
8. Notification List: Email Contacts

c: Executive Office, Board of Supervisors
Chief Executive Office
County Counsel
Fire Department
Public Health
Public Works

**COUNTY OF LOS ANGELES
DEPARTMENT OF REGIONAL PLANNING**

PROJECT SUMMARY

PROJECT DESCRIPTION:	Proposed amendments to the Los Angeles County Code (Title 22) to include minor, technical changes to the Green Zones Ordinance for clarity and ease of use. The Project also includes a zone change program to add the Green Zone (-GZ) Combining Zone on industrially-zoned parcels that are subject to the existing Green Zones regulations in the unincorporated communities of West Carson and West Whittier – Los Nietos.
REQUEST:	Approval and adoption of the Ordinance.
LOCATION:	Countywide (unincorporated areas)
STAFF CONTACT:	Mr. Christian Turner at (213) 893-7040
RPC HEARING DATE(S):	May 24, 2023
RPC RECOMMENDATION:	Approval and recommendation to the Board to consider adoption of the Ordinance, including the associated zone changes.
MEMBERS VOTING AYE:	Commissioners Duarte-White, Louie, Moon, Hastings
MEMBERS VOTING NAY:	None
MEMBERS ABSENT:	O'Connor
MEMBERS ABSTAINING:	None
KEY ISSUES:	<p>The Project amends Title 22 (Planning and Zoning) of the County Code to simplify language, correct errors and omissions, and remove redundant regulations and internal inconsistencies in the Green Zones Ordinance.</p> <p>The Project amends the Zoning Map to add the -GZ Combining Zone on industrially-zoned parcels that are subject to existing Green Zones regulations in</p>

the unincorporated communities of West Carson and West Whittier – Los Nietos.

MAJOR POINTS FOR:

The Project supports the implementation of the Green Zones Ordinance, which addresses environmental justice in unincorporated Los Angeles County.

MAJOR POINTS AGAINST:

The project amends a recently established ordinance, which may cause confusion among property owners, operators, and community members.

Ordinance NO. _____

An ordinance amending Title 22 – Planning and Zoning of the Los Angeles County Code, to include minor, technical changes to the Green Zones Ordinance for clarity and ease of use.

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

SECTION 1. Section 22.06.030 is hereby amended to read as follows:

22.06.030 Combining Zones.

Combining zones are established according to Table 22.06.030-A, below.

Combining zones are established as additional zone designations used in combination with the basic zone.

TABLE 22.06.030-A: COMBINING ZONES	
Abbreviation	Full Name
-BE	Billboard Exclusion
-DP	Development Program
-P	Parking
-CRS	Commercial—Residential
-IP	Industrial Preservation
<u>-GZ</u>	<u>Green Zone</u>

SECTION 2. Section 22.14.190 is hereby amended as follows:

22.14.190 S.

...

Senior citizen residence. See "Accessory dwelling unit."

Sensitive use. A land use where individuals are most likely to reside or spend time, including dwelling units, schools and school yards – including trade schools, public and private schools, faith-based and secular schools, parks, playgrounds, daycare centers, preschools, nursing homes, hospitals, licensed care facilities, shelters, and daycares or preschools as accessory to a place of worship, that are permitted in the zones where they are located. A sensitive use shall not include a caretaker residence or a legal, nonconforming residence in an industrial zone.

...

SECTION 3. Section 22.20.030 is hereby amended to read as follows

22.20.030 Land Use Regulations for Zones C-H, C-1, C-2, C-3, C-M, C-MJ, and C-R.

...

C. Use Regulations.

1. Principal Uses. Table 22.20.030-B, below, identifies the permit or review required to establish each principal use.

TABLE 22.20.030-B: PRINCIPAL USE REGULATIONS FOR COMMERCIAL ZONES								
	C-H	C-1	C-2	C-3	C-M	C-MJ	C-R	Additional Regulations
...								
Service Uses								

TABLE 22.20.030-B: PRINCIPAL USE REGULATIONS FOR COMMERCIAL ZONES

	C-H	C-1	C-2	C-3	C-M	C-MJ	C-R	Additional Regulations
...								
Domestic violence shelters	SPR	SPR	SPR	SPR	SPR	SPR	-	Section 22.140.180
<u>Drive-through establishments, drive-through facilities, and drive-through services</u>	<u>SPR ³² / CUP ^{31, 32}</u>	<u>SPR ³² / CUP ^{31, 32}</u>	<u>SPR ³² / CUP ^{31, 32}</u>	<u>SPR ³² / CUP ^{31, 32}</u>	<u>SPR ³² / CUP ^{31, 32}</u>	<u>SPR ³² / CUP ^{31, 32}</u>	-	<u>Section 22.140.185</u>
...								
Vehicle-Related Uses								
...								
Vehicle services								
...								
Automobile repair garages, excluding body and fender work, painting, and upholstery	-	-	-	SPR ¹⁴	SPR ¹⁴	-	CUP ^{4,1} 4	Section 22.140.100
Automobile service stations	-	<u>SPR ³³ / CUP ³¹</u>	<u>SPR ³³ / CUP ³¹</u>	<u>SPR ³³ / CUP ³¹</u>	<u>SPR ³³ / CUP ³¹</u>	<u>SPR ³³ / CUP ³¹</u>	CUP	Section 22.140.100

TABLE 22.20.030-B: PRINCIPAL USE REGULATIONS FOR COMMERCIAL ZONES

	C-H	C-1	C-2	C-3	C-M	C-MJ	C-R	Additional Regulations
...								
CNG Fueling Station	-	CUP ³⁴	CUP ³⁴	CUP ³⁴	CUP ³⁴	CUP ³⁴	CUP ³⁴	

Notes:

...

31. Applies to new use on parcels within a 500-foot radius of a lot containing an existing sensitive use in the unincorporated communities of Avocado Heights, East Los Angeles, East Rancho Dominguez, Florence-Firestone, South San Jose Hills, West Whittier-Los Nietos, Walnut Park, West Athens-Westmont, Willowbrook, West Carson, and West Rancho Dominguez-Victoria.

32. In cases not described in Note 31, above, use shall be subject to the same permit or review application of the basic zone for the retail or service business the use is associated with.

33. In cases not described in Note 31, above.

34. Subject to Section 22.140.100.D if a new use is established on parcels within a 500-foot radius of a lot containing an existing sensitive use in the unincorporated communities of Avocado Heights, East Los Angeles, East Rancho Dominguez, Florence-Firestone, South San Jose Hills, West Whittier-Los Nietos, Walnut Park, West Athens-Westmont, Willowbrook, West Carson, and West Rancho Dominguez-Victoria.

...

SECTION 4. Section 22.24.030 is hereby amended to read as follows:

22.24.030 Land Use Regulations for Rural Zones.

...

C. Use Regulations.

1. Principal Uses. Table 22.24.030-B, below, identifies the permit or review required to establish each principal use.

TABLE 22.24.030-B: PRINCIPAL USE REGULATIONS FOR RURAL ZONES			
	C- RU	MXD- RU	Additional Regulations
...			
Service Uses			
...			
Domestic violence shelters	SPR	SPR	Section 22.140.180
<u>Drive-through establishments, drive-through facilities, and</u> D drive-through services	CUP	CUP	
...			

...

SECTION 5. The Chapter headings for Division 4 are hereby amended to read as follows:

Division 4 COMBINING ZONES AND SUPPLEMENTAL DISTRICTS

...

Chapter 22.82 HISTORIC DISTRICTS

Chapter 22.84 GREEN ZONE DISTRICTS

SECTION 6. The Section headings for Chapter 22.84 are hereby

amended to read as follows:

Sections:

...

22.84.020 Applicability.

22.84.030 Prohibited Uses.

22.84.0340 Standards and Requirements for Specific Uses.

22.84.0450 Schedule for Compliance for Existing Legally-

Established Uses.

~~22.84.050 Green Zone Districts Map.~~

SECTION 7. Chapter 22.84 is hereby amended to read as follows:

Chapter 22.84 GREEN ZONE DISTRICTS

22.84.010 Purpose.

The Green Zone, Zone ()-GZ, is established to identify industrially-zoned parcels, including those in a Specific Plan, that are subject to the Green Zones Program as they are within a 500-foot radius of a lot containing a sensitive use. The Green Zones Program ~~Districts are established to promote~~s environmental justice in communities that are disproportionately affected by toxic pollutants and contaminants generated from various land uses over time. This Chapter provides regulations and procedures for new and existing land uses to ensure that such land uses will be operated in consideration of the surrounding sensitive uses as defined in Chapter 22.14 (Definitions), minimizing

potential adverse health and safety impacts, and promoting clean industrial uses. The ~~Green Zone Districts~~ Combining Zone serves to identify industrially-zoned parcels that are subject to specific land use regulations in ~~are identified as~~ the unincorporated communities of Avocado Heights, East Los Angeles, East Rancho Dominguez, Florence-Firestone, South San Jose Hills, West Whittier-Los Nietos, Walnut Park, West Athens-Westmont, Willowbrook, West Carson, and West Rancho Dominguez-Victoria.

22.84.020 Applicability.

A. General Applicability. Except as specified otherwise in this Title 22, T~~this Chapter applies to parcels that are zoned ()-GZ and contain a new or legally established existing use that is one of the following: uses that are located in permitted zones within the Green Zone Districts, as depicted on Figure 22.84.050-A, and meet all criteria described below~~

1. ~~Types of uses.~~

a. ~~New and existing, legally-established uses listed under the Industrial Uses category, except for the airport-related sub-category, in Table 22.22.030-B (Principal Use Regulations for Industrial Zones), including airports, heliports, helistops, and landing strips.~~

b. ~~New and existing, legally-established uses listed under Recycling and Solid Waste Uses category in Table 22.22.030-B (Principal Use Regulations for Industrial Zones).~~

c. ~~New and existing, legally-established uses listed under the Vehicle-Related Uses, in Table 22.22.030-B (Principal Use Regulations for Industrial Zones), except for the vehicle sales and rentals sub-category. Supply stores under the~~

~~vehicle services sub-category that are within fully enclosed buildings are also not subject to this Chapter.~~

~~d.——New automobile service stations and new drive-through establishments as defined in Chapter 22.14 (Definitions), listed in Table 22.20.030-B (Principal Use Regulations for Commercial Zones).~~

~~2.——Location of uses.~~

~~a.——Any lots, or portion thereof, that contain the uses described in Subsections 1.a, 1.b, 1.c, or 1.d, above, and are located within a 500-foot radius of a lot that contains a sensitive use as defined in Chapter 22.14 (Definitions) as of the effective date of this ordinance, shall comply with the requirements in Sections 22.84.030, 22.84.040, and 22.84.050, below.~~

~~b.——For the purpose of this Chapter, all requirements shall also apply to such lots, or portions thereof, if the sensitive use within a 500-foot radius is located within an incorporated area and is also a residential use.~~

~~3.——Prohibited uses. The following uses are prohibited within a 500-foot radius of a lot containing a sensitive use in Green Zone Districts, except where noted:~~

~~a.——Acid manufacture.~~

~~b.——Anaerobic digestion facility, except as an accessory to a legally established use that processes waste generated on-site only.~~

~~c.——Auto dismantling (outdoor operation).~~

~~d.——Cement, lime, gypsum, or plaster of Paris manufacture.~~

~~e.——Chipping and grinding.~~

~~f.——Combustion or non-combustion biomass conversion facility,
except for a non-combustion biomass conversion facility that processes waste
generated on-site only.~~

~~g.——Composting facility, except for green waste composting only.~~

~~h.——Compressed natural gas manufacture.~~

~~i.——Construction and demolition facility, recycling.~~

~~j.——Conversion technology facility, recycling, or solid waste.~~

~~k.——Distillation of bones.~~

~~l.——Drop hammers.~~

~~m.——Explosives.~~

~~n.——Forging works.~~

~~o.——Fertilizer manufacture, except accessory composting of on-
site generated waste associated with a legally-established commercial or agricultural
use.~~

~~p.——Gas manufacture, except accessory anaerobic digestion of
on-site generated waste associated with a legally-established commercial or agricultural
use.~~

~~q.——Glue manufacture.~~

~~r.——Inert Debris landfills.~~

~~s.——Inert Debris processing facilities, recycling.~~

~~t.——Materials recovery facilities, new.~~

~~u.——Metal plating (prohibited within a 1,000-foot radius of a lot
containing a sensitive use in Green Zone Districts).~~

~~v.—— Polymer plastics and foam manufacture.~~

~~w.—— Scrap metal yards (outdoor operation).~~

~~x.—— Smelting of tin, copper, zinc or iron ores.~~

~~y.—— Solid waste landfills.~~

~~z.—— Tannery or the curing or storage of raw hides.~~

~~aa.—— Transfer stations.~~

~~4.—— Schedule for compliance. Existing structures or development for the uses subject to this Chapter shall comply with the applicable provisions of this Chapter, pursuant to Section 22.84.040 (Schedule for Compliance for Existing, Legally-Established Uses), below.~~

~~5.—— Exemption. Notwithstanding Subsection 1.a, above, this Chapter shall not apply to the following:~~

~~a.—— Any existing, legally-established uses that have been operating with an approved discretionary land use permit as provided by this Title 22, until the expiration date of such permit or until a new discretionary permit is required.~~

~~b.—— Any existing, legally-established automobile service station, for which a valid building permit has been issued prior to the effective date of this ordinance.~~

1. Listed under the Industrial Uses category, with the exception of uses under the Airport-Related sub-category, in Table 22.22.030-B (Principal Use Regulations for Industrial Zones);

2. Listed under Recycling and Solid Waste Uses category in Table 22.22.030-B (Principal Use Regulations for Industrial Zones);

3. Listed under the Vehicle-Related Uses, with the exception of uses under the Vehicle sales and rentals sub-category, in Table 22.22.030-B (Principal Use Regulations for Industrial Zones). Supply stores under Vehicle services sub-category that are within fully enclosed buildings are also not subject to this Chapter;

4. A new drive-through establishment, drive-through facility, or drive-through service, established on or after July 14, 2022; or

5. A new automobile service station or a new CNG fueling station, established on or after July 14, 2022.

B. Applicability of Schedule for Compliance. Existing, legally-established uses, structures or development subject to this Chapter shall comply with all applicable provisions in Section 22.84.050 (Schedule for Compliance for Existing, Legally-Established Uses).

C. Exceptions. Notwithstanding Subsections A and B, above:

1. This Chapter shall not apply to any existing industrial, recycling or solid waste, or vehicle-related uses, legally established prior to the establishment of a new sensitive use on or after July 14, 2022, on an adjacent or adjoining lot pursuant to Chapter 22.134, if such sensitive use is the only sensitive use that is within a 500-foot radius of the lot containing the existing industrial, recycling or solid waste, or vehicle-related uses.

42. When in conflict with other provisions of this Title 22, the more restrictive requirements shall apply.

3. When a use is subject to a Conditional Use Permit (Chapter 22.158) or a Minor Conditional Use Permit (Chapter 22.160) pursuant to this Title 22,

the Commission or Hearing Officer may impose a condition of approval that differs from a development standard, a performance standard, or the schedule for compliance prescribed in this Chapter.

~~2. Improvements made pursuant to this Chapter shall not be subject to Chapter 22.172 (Nonconforming Uses, Buildings, and Structures).~~

D. Improvements Pursuant to this Chapter. Improvements made pursuant to this Chapter shall not be considered nonconforming pursuant to Chapter 22.172 (Nonconforming Uses, Buildings, and Structures), even if there is subsequently a more restrictive requirement in this Title 22 governing the same matter.

22.84.030 Prohibited Uses.

The following uses are prohibited in Zone ()-GZ, except where noted:

- A. Acid manufacture.
- B. Anaerobic digestion facility, except as an accessory to a legally-established use that processes waste generated on-site only.
- C. Auto dismantling (outdoor operation).
- D. Cement, lime, gypsum, or plaster of Paris manufacture.
- E. Chipping and grinding.
- F. Combustion or non-combustion biomass conversion facility, except for a non-combustion biomass conversion facility that processes waste generated on-site only.
- G. Composting facility, except for green waste composting only.
- H. Compressed natural gas manufacture.
- I. Construction and demolition facility, recycling.

J. Conversion technology facility, recycling, or solid waste.

K. Distillation of bones.

L. Drop hammers.

M. Explosives.

N. Forging works.

O. Fertilizer manufacture, except accessory composting of on-site generated waste associated with a legally-established commercial or agricultural use.

P. Gas manufacture, except accessory anaerobic digestion of on-site generated waste associated with a legally-established commercial or agricultural use.

Q. Glue manufacture.

R. Inert Debris landfills.

S. Inert Debris processing facilities, recycling.

T. Materials recovery facilities, new.

U. Metal plating (prohibited within a 1,000-foot radius of a lot containing a sensitive use).

V. Polymer plastics and foam manufacture.

W. Scrap metal yards (outdoor operation).

X. Smelting of tin, copper, zinc or iron ores.

Y. Solid waste landfills.

Z. Tannery or the curing or storage of raw hides.

AA. Transfer stations.

22.84.0340 Standards and Requirements for Specific Uses.

A. Application Requirements.

1. The following uses shall be subject to require a Conditional Use Permit (CUP) (Chapter 22.158) ~~within a 500-foot radius of a lot containing a sensitive use in the Green Zone Districts as measured from any lot line in Zone ()-GZ.~~

a. Drive-through establishments, drive-through facilities, and drive-through services, new.

ab. Industrial Uses.

...

bc. Vehicle-Related Uses:

...

vi. Vehicle services, any automobile repair garages that have accessory uses.

vii. Vehicle services, new automobile service stations, ~~including compressed natural gas filling stations.~~

viii. Vehicle services, automobile supply stores (outdoor only).

ix. Vehicle services, new CNG fueling stations.

ed. New development, change of use, or major improvements which increase either the floor area of a structure or the number of parking spaces, proposed on a site that is partially or entirely located within a half-mile radius of the boundaries of Superfund Sites, as identified in the Environmental Protection Agency (EPA) National Priorities List. For these uses, an environmental site assessment (Phase 1 Study) shall be submitted.

...

4. All uses subject to a Conditional Use Permit may be required to submit a noise evaluation report and control plans for odor, dust, and vibration prepared by a licensed professional at the request of Public Health. Mitigation measures, if required, shall be approved by Public Health prior to the permit being finalized.

5. Hazardous sites. The following application materials shall be required for all permitted and conditionally permitted uses subject to this Chapter that are located on hazardous sites:

1. An appropriate federal, State, or local agency clearance letter where the project site is known to be a hazardous property or listed on the Cortese List maintained by the California EPA; and

2. A Phase 1 study to demonstrate that the site is clear of contamination if it is known to have a previous use that potentially generated hazardous materials.

...

C. Development Standards.

1. Development Standards for All Permitted and Conditionally Permitted Uses Subject to this Chapter.

...

c. Storage of Materials, Vehicles, or Equipment.

i. Any materials, vehicles, or equipment that are stored outdoors shall not ~~exceed the height of the~~ be visible beyond the surrounding wall from a line of sight from the public right-of-way or nearby sensitive use, shall be fully contained within the property boundaries, and shall not spill over onto public rights-of-way.

...

k. ~~Hazardous sites. Any proposed project on a parcel known to be a hazardous property or listed on the Cortese List maintained by the California EPA shall provide appropriate federal, State, or local agency clearance letter for the site. In addition, any parcel known to have a previous use that potentially generated hazardous materials shall demonstrate that the site is clear of contamination with a Phase 1 study.~~

2. New Development or Proposed Expansions to Existing, Legally-Established Uses Adjacent to or Adjoining Sensitive Uses.

a. Building setback. A minimum of a 10-foot setback shall be provided along the property lines adjacent to or adjoining sensitive uses. Any proposed additions above the ground floor of existing, legally-established uses adjacent to or adjoining sensitive uses shall also be set back 10 feet from the nearest property line.

...

3. Standards for Specific Uses. In addition to Subsection C.1 and C.2, above, the following standards shall apply to the uses listed below ~~on the effective date of this ordinance~~, unless otherwise specified.

...

b. New automobile service stations or new CNG fueling,
~~including compressed natural gas filling stations:~~

- i. Are exempt from Subsection C.1, above.
- ii. Shall locate the gasoline or fuel dispensing areas at least 50 feet from the nearest sensitive uses.

c. Warehouses. The following standards apply to new warehouses. The following standards, except for Subsection vi, below, apply to existing warehouses, and shall be met within five years of ~~the effective date of this ordinance~~ July 14, 2022.

...

v. Zero-emission or near-zero emission trucks. Warehouses with a minimum gross floor area of 100,000 square feet in a single building shall comply with AQMD Rule 2305 or current standards.

d. New drive-through establishments, drive-through facilities, and drive-through services. The following standards shall apply to new drive-through establishments, drive-through facilities, and drive-through services only:

...

E. Performance Standards for All Permitted and Conditionally Permitted Uses Subject to this Chapter.

...

22.84.0450 Schedule for Compliance for Existing, Legally-Established Uses.

A. Except as specified otherwise, existing, legally-established uses that are subject to this Chapter not listed in Section 22.84.030 (Prohibited Uses) shall be brought into compliance with all applicable requirements of this Chapter according to the schedule identified in Table 22.84.0450-A, below, ~~as follows, provided that~~ The number of years to comply is shall be accounted from July 14, 2022, ~~the effective date of this ordinance~~: Requests to further delay the required permit attainment or

improvements in accordance with all applicable development or performance standards shall not be accepted.

TABLE 22.84.0450-A: SCHEDULE FOR COMPLIANCE FOR EXISTING, LEGALLY-ESTABLISHED USES UP TO 500 FEET FROM A SENSITIVE USE ¹			
Permit Required	3 Years	5 Years	7 Years
SPR for uses up to 100 feet from a Sensitive Use	Installation of any one or both of the following combined and no other improvements: signage, landscaping	Installation of walls, surfacing, or specific standards for warehouses, along with or without any other improvements combined, if new building enclosure is not required	Installation of building enclosure and any other improvements for SPR
SPR for uses between 101—500 feet from a Sensitive Use	N/A	Installation of any one or all improvements, including specific standards for warehouses, if new building enclosure is not required	Installation of building enclosure and any other improvements for SPR
CUP or MCUP for uses up to 100 feet from a Sensitive Use	N/A	CUP or MCUP attainment and installation of any one or all improvements, if new building enclosure is not required; specific standards for warehouses.	Installation of building enclosure and any other improvements for CUPs or MCUPs
CUP or MCUP for uses between 101—500 feet from a Sensitive Use	N/A	N/A	CUP or MCUP attainment and installation of all improvements
Notes:			
1. Section 24.84.0340.E (Performance Standards for all Uses), shall apply to existing, legally-established uses at the time of the compliance schedule deadline for the established use.			

1. Existing uses that are entirely or partially within a 100-foot radius of a lot containing a sensitive use in a permitted zone and:

a. Subject to a Ministerial Site Plan (Chapter 22.186), pursuant to this Chapter for the requirements specified in Subsection C.1.b (Landscaping on Street Frontage) or C.1.j (Perimeter Identification Signs) of Section 22.84.0340, only and no other improvements required, three years;

b. Subject to a Ministerial Site Plan (Chapter 22.186), pursuant to this Chapter for any one or combination of the requirements specified in Subsections C.1.a through C.1.j of Section 22.84.0340, except Subsection C.1.b (Landscaping on Street Frontage) or C.1.j (Perimeter Identification Signs) alone or in combination, and except for Subsection C.1.d (Building Enclosures), five years;

c. Subject to a Ministerial Site Plan (Chapter 22.186), pursuant to this Chapter for the requirements specified in Subsection C.3.c (Standards for Specific Uses, Warehouses) of Section 22.84.0340, five years;

d. Subject to a Ministerial Site Plan (Chapter 22.186), pursuant to this Chapter for the requirements specified in Subsection C.1.d (Building Enclosures) only, or Subsection C.1.d along with any other requirements of Section 22.84.0340, seven years;

e. Subject to a Conditional Use Permit (Chapter 22.158), pursuant to this Chapter for the requirements specified in Subsections C.1.a (Solid wWalls), C.1.b (Landscaping on sStreet fFrontage), C.1.j (Perimeter Identification Signs), or C.3.c (Standards for Specific Uses, Warehouses) only, of Section 22.84.0340, five years; or

f. Subject to a Conditional Use Permit (Chapter 22.158), pursuant to this Chapter for all other requirements, seven years.

2. Existing uses that are entirely or partially located between a 101-foot radius and a 500-foot radius of any lot containing a sensitive use and:

a. Subject to a Ministerial Site Plan (Chapter 22.186), pursuant to this Chapter for the requirements specified in Subsections C.1.a through C.1.j, except for C.1.d (~~Building-Enclosures~~) or subject to Subsection C.3.c (~~Standards for Specific Uses, Warehouses~~) of Section 22.84.0340, five years;

b. Subject to a Ministerial Site Plan (Chapter 22.186), pursuant to this Chapter for the requirements specified in Subsection C.1.d (~~Building-Enclosures~~) along with or without any other requirements of Section 22.84.0340, seven years; or

c. Subject to a Conditional Use Permit (Chapter 22.158), pursuant to this Chapter, seven years. Uses that are subject to a Conditional Use Permit, pursuant to this Chapter shall be brought into full compliance with all applicable requirements of this Chapter, no later than ~~no later than seven years from the effective date of the this ordinance~~ July 14, 2022, or cease operations.

~~3. All existing uses that have been operating with an approved discretionary land use permit prior to the effective date of this ordinance, as provided by this Title 22, shall be brought into full compliance with all applicable requirements of this Chapter upon a renewal of such permits or requirement for a new discretionary permit.~~

43. Compliance shall be defined solely for this Chapter as the required permit is attained, the required improvements are constructed or installed, or the site is maintained and operated in accordance with all applicable development or performance standards of this Chapter ~~implementation and/or construction of all required development standards for uses subject to Chapter 22.84~~ within the timeframe identified

in Table 22.84.0450-A, above. For properties ~~requiring~~ subject to improvements that fall
~~into multiple compliance years for improvements~~, the longest timeline shall apply to all
improvements, including compliance with all applicable performance standards.

~~5. Prohibited uses shall not be granted any time extension beyond
their grant term, and shall not be subject to Chapter 22.172.~~

B. Notwithstanding any contrary provisions in this Section, if an existing use
not listed in Section 22.84.030 (Prohibited Uses) was established by a discretionary
permit valid on or after July 14, 2022:

1. If the discretionary permit contains a grant term, full compliance
with all applicable development or performance standards of this Chapter, including any
site improvements, shall be required at the end of the grant term when renewal of the
permit or a new discretionary permit is required; or

2. If the discretionary permit does not contain a grant term, full
compliance with all applicable development or performance standards of this Chapter,
including any site improvements, shall be required 20 years from July 14, 2022 when
renewal of the permit or a new discretionary permit is required.

C. Nonconforming Uses.

1. Time Limits.

a. Nonconforming uses pursuant to Section 22.84.030
(Prohibited Uses) shall be subject to the time limits in Section 22.172.050.B.3 (Green
Zone).

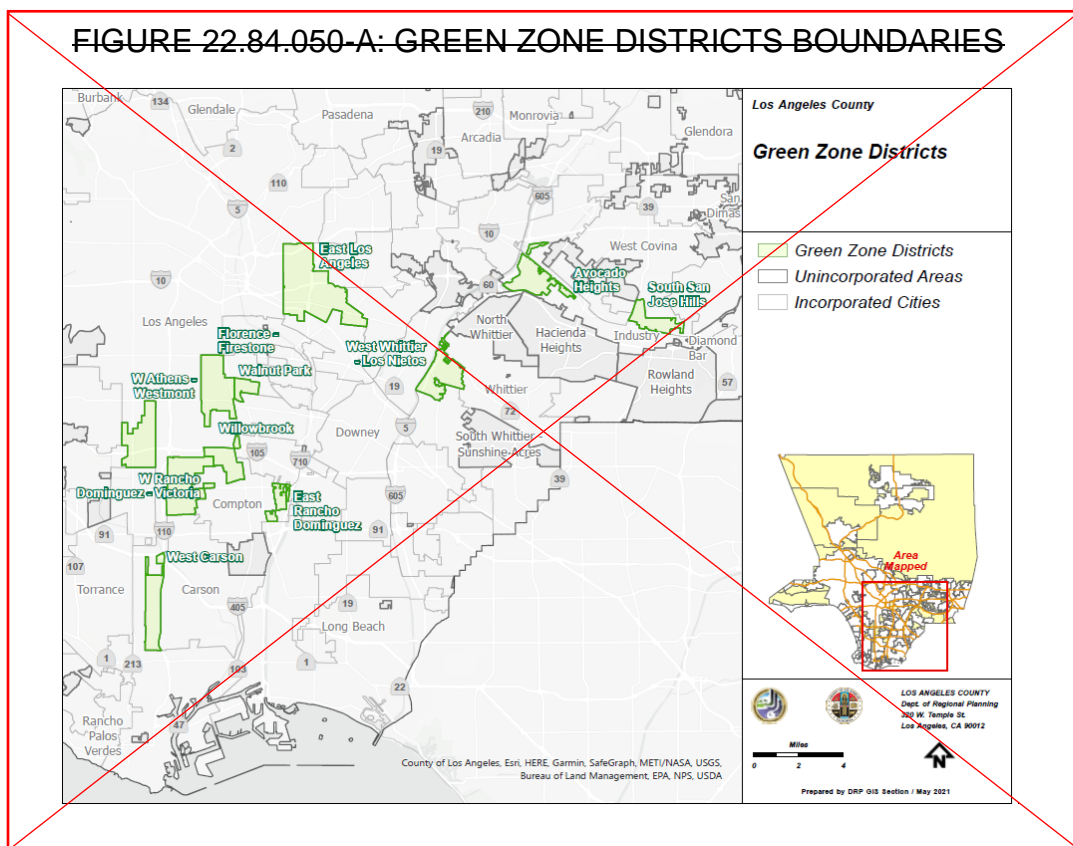
b. If a use listed in Section 22.84.020.A.1, Section
22.84.020.A.2, or Section 22.84.020.A.3 is nonconforming due to the prohibition in the

basic zone, the use shall be subject to the time limits in Section 22.172.050.B.3 (Green Zone), even if it is not prohibited pursuant to Section 22.84.030 (Prohibited Uses).

2. Maintenance and Operation. Nonconforming uses described in Subsection C.1, above, shall be maintained and operated pursuant to Section 22.172.020.I (Maintenance and Operation of Nonconforming Uses in Green Zone).

~~22.84.050 — Green Zone Districts Map.~~

~~The boundaries of the Green Zone District communities are shown on Figure 22.84.050-A: Green Zone Districts Boundaries, below.~~



SECTION 8. Section 22.110.040 is hereby amended to read as follows:

22.110.040 Accessory Structures and Equipment.

The following structures are permitted in required yards:

...

F. Equipment in Rear Yards. The following equipment may be placed in rear yards:

1. Trash enclosures for developments not subject to Chapter 22.132 (Storage Enclosure Requirements for Recycling and Solid Waste).

...

SECTION 9. Section 22.132.020 is hereby amended to read as follows:

22.132.020 Applicability

This Chapter applies to recycling and solid waste storage associated with the following:

- A. New non-residential development;
- B. New residential ~~and~~or mixed-use development with four or more primary units, excluding compact lot subdivision and single-family residential subdivision; and
- C. Expansion by 50 percent or more of the existing floor area for existing non-residential, ~~or~~ residential, or mixed-use developments with four or more primary units, excluding compact lot subdivision and single-family residential subdivision.

SECTION 10. The Section headings for Chapter 22.134 are hereby amended to read as follows:

Sections:

22.134.010 Applicability.

22.134.020 Additional Application Materials ~~and Review~~

Procedures.

...

SECTION 11.

Section 22.134.010 is hereby amended to read as

follows:

22.134.010 Applicability.

A. The standards and requirements in this Chapter shall apply to any new sensitive use, including dwelling units (except for accessory dwelling units), schools and school yards, parks, playgrounds, daycare centers, preschools, nursing homes, hospitals, and daycares or preschools as accessory to a place of worship, developed on a lot that is adjacent to or adjoins any legally-established industrial uses, recycling or solid waste uses, or vehicle-related uses listed in Table 22.202.030-B (Principal Use Regulations for ~~Commercial~~ Industrial Zones), except for vehicle sales and rentals sub-category.

B. ~~In Green Zone Districts,~~ The approval of a new sensitive use shall not subject existing industrial, recycling or solid waste, or vehicle-related uses that are within a 500-foot radius of the lot containing the new sensitive use to the requirements of Chapter 22.84 (~~Green Zone Districts~~).

SECTION 12.

Section 22.134.020 is hereby amended to read as follows:

22.134.020 Additional Application Materials ~~and Review~~

Procedures.

~~A.~~ Applications to establish a new sensitive use adjacent to or adjoining an existing, legally-established industrial use, recycling or solid waste use, or vehicle-related use listed in Table 22.202.030-B (Principal Use Regulations for ~~Commercial~~ Industrial Zones), except for vehicle sales and rentals sub-category, shall submit a

Land Use Map, including a land use legend with symbols identifying existing land uses that are within a 500-foot radius of the property lines of the proposed site.

...

SECTION 13. The following section headers in Chapter 22.140 are hereby amended to read as follows:

...

22.140.090 Apartment Houses, incidental Commercial Services.

22.140.100 Automobile and Vehicle Sales and Rentals, Automobile Service Stations, and Automobile Supply Stores—~~Accessory Uses~~

...

SECTION 14. Section 22.140.100 is hereby amended to read as follows:

22.140.100 Automobile and Vehicle Sales and Rentals, Automobile Service Stations, and Automobile Supply Stores—~~Accessory Uses~~.

...

C. Zone C-MJ. In Zone C-MJ, the following accessory uses are permitted:

1. Automobile sales and rental of new and used motor vehicles.

Incidental service and repair is permitted as an accessory use for automobile sales and rental of new and used motor vehicles, provided that all repair activities are conducted within an enclosed building.÷

2. Automobile supply stores. Incidental service and repair and rental of utility trailers is permitted as an accessory use for automobile supply stores in compliance with Subsections A.1 and A.3, above.

D. Development Standards for Certain New Automobile Service Stations and CNG Fueling Stations.

1. Development standards in this Subsection D shall apply to the following:

a. A new automobile service station that is subject to a Conditional Use Permit (Chapter 22.158) in Zones C-1, C-2, C-3, C-M or C-MJ; or

b. A new CNG fueling station within a 500' radius of a sensitive use in certain communities as specified in Table 22.20.030-B (Principal Use Regulations for Commercial Zones).

2. General. New automobile service stations or CNG fueling stations subject to this Subsection D shall locate the gasoline or fuel dispensing areas at least 50 feet from the nearest sensitive uses.

3. Additional Standards for New Automobile Service Stations or CNG Fueling Stations Adjacent to or Adjoining Sensitive Uses.

a. Building setback. A minimum of a 10-foot setback shall be provided along the property lines adjacent to or adjoining sensitive uses.

b. Building height. Any portion of a building or structure, excluding chimneys, rooftop antennas, roof-mounted solar panels, or other rooftop equipment including HVAC units, air purifiers, etc., shall set back one additional foot for every foot above 35 feet in height, up to a maximum height of 45 feet.

SECTION 15. Section 22.140.185 is hereby added to read as follows:

22.140.185 Drive-Through Establishments, Drive-Through Facilities, and Drive-Through Services.

A. Applicability. A new drive-through establishment, drive-through facility, or drive-through service that is subject to a Conditional Use Permit (Chapter 22.158) in Zone C-H, C-1, C-2, C-3, C-M or C-MJ due to its proximity to sensitive uses in certain communities, is subject to all applicable development standards in this Section.

B. Standards and Requirements

1. General.

a. A maintenance plan shall be submitted as part of the Conditional Use Permit application, to the satisfaction of the Director, and the drive-through establishment shall comply with the maintenance plan.

b. Hours of operation for the drive-through area shall be no earlier than 6:00 a.m. and no later than 12:00 a.m.

c. The required trash bin shall be enclosed by a decorative wall measuring at least five feet tall, but not more than six feet tall, and shall have solid doors.

2. Additional Standards for New Drive-Through Establishments Adjacent to or Adjoining Sensitive Uses.

a. A minimum of a 10-foot setback shall be provided along the property lines adjacent to or adjoining sensitive uses.

b. The location of the drive-through area, including cashier microphone, speakers, and drive-through lane, shall be located at least 20 feet from the

property line of any adjoining residentially-zoned lot, and speakers and lighted menus shall be oriented away from such lots.

c. A buffer, which may include a six-foot solid wall, as depicted on the site plan, shall be provided to reduce noise trespass from the drive-through area to any adjoining residentially-zoned lot.

SECTION 16. 22.140.430 is hereby amended to read as follows:

22.140.430 Outdoor Storage.

...

C. Industrial Zones. This Subsection C applies to outdoor storage in Zones M-1, M-1.5, M-2, M-2.5, and M-3.

1. Exemptions. The following uses are exempt from this Subsection

C: ...

b. Outdoor storage that is subject to the standards in Chapter 22.84 (Green Zone ~~Districts~~).

...

SECTION 17. 22.140.700 is hereby amended to read as follows:

22.140.700 Pallet Yards.

...

C. Application Requirements

...

4. Applicability of Supplemental District Regulations. For pallet yards subject to Chapter 22.84 (Green Zone ~~Districts~~) and a provision of Chapter 22.84 regulates the same matter as this Section, the more restrictive provision shall apply.

...

G. Schedule for Compliance.

1. Notwithstanding Chapter 22.172 (Nonconforming Uses, Buildings and Structures), all existing pallet yards that have been legally-established shall comply with the schedule of compliance as follows:

a. All pallet yards that have an approved Conditional Use Permit (Chapter 22.158) or an approved Ministerial Site Plan (Chapter 22.186) and are subject to Chapter 22.84 (Green Zone ~~Districts~~) shall comply with the schedule for compliance as specified in Section 22.84.0450 (Schedule for Compliance for Existing, Legally-Established Uses).

...

SECTION 18. 22.140.720 is hereby amended to read as follows:

22.140.720 Recycling Collection Facilities.

...

G. Development Standards

...

4. Walls, Fences, and Landscaping.

a. If a recycling collection facility site is located within a 500-foot radius of a lot containing sensitive uses, walls, and landscaping shall be provided according to the requirements set forth in Chapter 22.84 (Green Zone ~~Districts~~).

...

SECTION 19. 22.140.730 is hereby amended to read as follows:

22.140.730 Recycling Processing Facilities.

...

C. Applicability.

...

3. Applicability of Supplemental District Regulations.

a. Recycling processing facilities that are subject to the requirements in Chapter 22.84 (Green Zone ~~Districts~~) shall comply with the applicable requirements in the Chapter 22.84 (Green Zone ~~Districts~~).

...

D. Application Requirement. Recycling processing facilities that meet the requirements specified in Table 22.140.730-A, below, shall require a Conditional Use Permit (Chapter 22.158) application:

TABLE 22.140.730-A: APPLICATION REQUIREMENTS FOR RECYCLING PROCESSING FACILITIES				
Requirements	MRF and Transfer Station	Auto Dismantling or Scrap Metal Facilities	C&D or Inert Debris Processing Facilities	Conversion Technology (Recycling) Facilities that process materials other than solid waste
Permitted Zones	M-2 and M-2.5	M-2 and M-2.5	M-1, M-1.5, M-2, and M-2.5, and A-2 (Except C&D prohibited in A-2)	M-1, M-1.5, M-2, M-2.5, and A-2
Prohibition	Significant Ecological	Significant Ecological	Significant Ecological	Significant Ecological

	Areas and Hillside Management Areas	Areas and Hillside Management Areas	Areas, Agricultural Resource Areas, and Hillside Management Areas	Areas, Agricultural Resource Areas, and Hillside Management Areas
Minimum distance to the nearest sensitive uses³	500' ¹	500' for outdoor operation	500'	500'
Enclosure	Fully enclosed	Fully enclosed if within 500' of the lot line of the nearest sensitive uses ²	Fully enclosed if within 1000' of the lot line of the nearest sensitive uses	Fully enclosed
<p>Notes:</p> <p>1. See Subsection H.1., Specific Standards for Materials Recovery Facilities and Transfer Stations.</p> <p>2. For auto dismantlers and scrap metal facilities, the dismantling, crushing and shredding activities shall be enclosed within a structure. Ancillary operations, parking, and storage, including storage of equipment used in conducting such business, may be maintained outdoors, but shall be fully contained within the property boundaries and shall not extend onto adjacent public rights-of-way, or neighboring properties. The garage door or opening of the enclosed building shall face the opposite direction of the nearest sensitive use and may be kept open during operation for ventilation.</p> <p><u>3. Distances are measured from lot line to lot line, unless otherwise specified.</u></p>				

...

G. Development Standards

...

4. Fences, Walls, and Landscaping.

a. If a recycling processing facility site is located within a 500-foot radius of a lot containing a sensitive use, walls and landscaping shall be provided according to the requirements set forth in Chapter 22.84 (Green Zone-Districts).

...

H. Specific Requirements for Materials Recovery Facilities and Transfer Stations.

...

4. Exceptions

...

b. Notwithstanding Chapter 22.172 (Nonconforming Uses, Building and Structures), existing outdoor recycling processing facilities that are subject to the requirements in Chapter 22.84 (Green Zone ~~Districts~~) may continue operation provided that the facilities are in compliance with all applicable requirements in Chapter 22.84 (Green Zone ~~Districts~~), including Section 22.84.0450 (Schedule for Compliance for Existing, Legally-Established Uses).

...

SECTION 20. 22.140.740 is hereby amended to read as follows:

22.140.740 Organic Waste Facilities.

...

C. Applicability.

...

2. Exception. This Section does not apply to existing, legally-established facilities that were approved with the appropriate land use entitlements and are not subject to the requirements in Chapter 22.84 (Green Zone ~~Districts~~). For such facilities that are subject to the requirements in Chapter 22.84 (Green Zone ~~Districts~~), this Section does not apply until the expiration of such entitlements. Facilities with an

approved Ministerial Site Plan (Chapter 22.186) shall comply with the applicable provisions of this Section, pursuant to Section 22.84.0450 (Schedule for Compliance for Existing, Legally-Established Uses).

a. Co-location in Zones M-1 and M-1.5. An organic waste use that proposes co-location with an existing, legally-established solid-waste facility in Zones M-1 or M-1.5 that was approved with a Conditional Use Permit prior to the effective date of this ordinance, and not subject to the requirements in Chapter 22.84 (Green Zone-Districts), may be permitted to apply for a modification of an existing Conditional Use Permit, pursuant to Chapter 22.236 (Minor Modification or Elimination of Conditional Use Permit Conditions), given the following are met:

...

3. Applicability of Supplemental District Regulations.

a. Organic waste facilities that are subject to the requirements in Chapter 22.84 (Green Zone-Districts) shall comply with the applicable requirements in that Chapter.

...

D. Application Requirement. Organic waste facilities that meet the criteria specified in Table 22.140.740-A, below, shall require a Conditional Use Permit (Chapter 22.158) application:

TABLE 22.140.740-A: REQUIREMENTS FOR ORGANIC WASTE FACILITIES				
	Chipping and Grinding or Mulching Facilities	Composting Facilities, including In-vessel Composting	Anaerobic Digestion Facilities, Non-combustion Biomass Conversion Facilities⁴	Combustion Biomass Conversion Facilities

Permitted Zones	M-1, M-1.5, M-2, M-2.5, and A-2	M-1 ² , M-1.5 ² , M-2, M-2.5, and A-2	M-2, M-2.5, and A-2	M-2, M-2.5, and A-2
Prohibition¹	SEA, High Fire Hazard Severity Zone, or Very High Fire Hazard Severity Zone	SEA	SEA, ARA	SEA, ARA
Distance to the nearest sensitive uses⁶	1500' from the lot line of the nearest sensitive use, unless entirely enclosed	500' ³ or 1500' from the lot line of the nearest sensitive use	500' or 1500' ⁵ from the lot line of the nearest sensitive use	1500' from the lot line of the nearest sensitive use, unless entirely enclosed
Minimum Lot Size	1.5 acres	3 acres	3 acres	3 acres

Notes:

1. Any portion of the facility and operation areas are prohibited in specified areas.
2. A composting facility that accepts green materials only may be permitted in zones M-1 and M-1.5.
3. A composting facility that accepts green materials only or is fully enclosed within a building and accessory to a legally-established use, and processes waste generated on-site only, may be located within 500 feet of a lot containing a sensitive use. Otherwise a composting facility shall be located at least 1,500 feet from a lot containing a sensitive use.
4. Anaerobic digestion facilities and non-combustion biomass conversion facilities that are co-located with an existing landfill are exempt from the zoning requirements.
5. An anaerobic digestion or non-combustion biomass conversion facility that is fully enclosed within a building, processes waste produced on-site only, and is accessory to a legally-established use may be located within 500 feet from a lot containing a sensitive use. Otherwise an anaerobic digestion or non-combustion biomass conversion facility shall be located at least 1,500 feet from a lot containing a sensitive use.
6. Distances are measured from lot line to lot line, unless otherwise specified.

...

SECTION 21. 22.140.750 is hereby amended to read as follows:

22.140.750 Solid Waste Facilities.

...

B. Definitions. Specific terms used in this Section are defined in Section 22.414.190 (S) in Division 2 (Definitions), under "Solid Waste Facilities."

C. Applicability.

...

2. Exceptions.

...

a. Existing Facilities in Zones M-1 and M-1.5. For existing, legally-established facilities that were approved with a Conditional Use Permit prior to the effective date of this ordinance, in Zones M-1 or M-1.5, and not subject to the requirements in Chapter 22.84 (Green Zone ~~Districts~~), the use shall continue to be allowed with a new Conditional Use Permit upon expiration as determined by the Department.

b. Co-location in Zones M-1 and M-1.5. A use that proposes co-location with an existing, legally-established solid-waste or recycling waste facility in Zones M-1 or M-1.5 that was approved with a Conditional Use Permit prior to the effective date of this ordinance, and not subject to the requirements in Chapter 22.84 (Green Zone ~~Districts~~), may apply for a modification of an existing Conditional Use Permit, pursuant to Chapter 22.236 (Minor Modification or Elimination of Conditional Use Permit Conditions), provided the following requirements are met:

...

SECTION 22. Section 22.172.020 is hereby amended to read as follows:

22.172.020 Regulations Applicable.

Except as specified otherwise, ~~T~~he following regulations shall apply to all nonconforming uses and to all buildings or structures nonconforming due to use and/or standards as specified herein:

...

H. Maintenance of Buildings or Structures Nonconforming Due to Use. When maintenance or routine repairs within any 12-month period exceed 25 percent of the current market value of a building or structure nonconforming due to use, or a building or structure nonconforming due to standards which is subject to termination by operation of law as specified in Section 22.172.050.B (Termination by Operation of Law), such building or structure shall be made to conform to the requirements for new buildings or structures as specified by this Title 22. This provision does not apply to additions permitted by this part or to Section 22.110.110.B (Relocation of Buildings and Structures for Public Use). Market value shall be determined by the method specified in Subsection G, above.

I. Maintenance and Operation of Nonconforming Uses in Green Zone. Nonconforming uses described in Section 22.84.050.C (Nonconforming Uses) may be maintained and operated within the time limits specified in Section 22.172.050.B.3 (Green Zone). If the use was established by a discretionary permit pursuant to this Title 22, maintenance and operation shall be subject to the conditions of approval of the discretionary permit. For all other uses, maintenance and operation shall be subject to the following:

1. Hours of Outdoor Operation. No outdoor operation or activities shall be conducted between 6:00 p.m. and 8:00 a.m., daily, with the exception of truck loading and unloading into an enclosed building only;

2. Storage of Materials and Waste. All materials or waste shall be stored in designated receptacles, bins, or pallets, and located on a paved impermeable surface on site, or within an enclosed building; and

3. Site Maintenance. Other than for the collection or receipt of items related to the principal use, exterior areas of the premises shall be maintained free of garbage, trash, debris, or junk and salvage except as stored in designated trash collection containers and enclosures.

~~IJ.~~ Limitation on Additional Development. No new principal use, building, or structure shall be developed on any lot containing a nonconforming use or a building or structure nonconforming due to use and/or standards unless the following conditions prevail:

...

~~JK.~~ Conversion of nonconforming hotels, motels, and youth hostels to transitional housing or shelters shall be permitted, subject to Section 22.140.660 (Motel Conversions, Temporary) and Section 22.130.200 (Motel Conversions, Permanent).

~~KL.~~ The provisions of this Section shall not be construed to extend the termination date of such nonconforming uses, buildings, and structures.

SECTION 23. Section 22.172.050 is hereby amended to read as follows:

22.172.050 Termination Conditions and Time Limits.

...

B. Termination by Operation of Law.

...

~~3. In the case of nonconforming due to use or buildings or structures nonconforming due to standards, pursuant to Chapter 22.84 (Green Zone Districts):~~

~~a. Buildings or structures nonconforming due to standards, the time limit specified in Section 22.84.040 (Schedule for Compliance for Existing, Legally Established Uses) shall apply, except that no request for extension of the time to maintain such buildings or structures shall be accepted or approved.~~

~~b. Nonconforming due to use, pursuant to Section 22.84.020.B (Exceptions), seven years from the effective date of this ordinance, provided that no request to further extend the time to continue such a use shall be accepted or approved, unless a grant term of an existing permit is applicable, in which case the expiration date of the grant term shall apply. For existing, nonconforming uses with no grant term specified, the use shall expire 20 years from the effective date of this ordinance.~~

3. Green Zone. Notwithstanding any other provisions in this Subsection B, nonconforming uses described in Section 22.84.050.C (Nonconforming Uses) shall be subject to the following time limits, with no request to further extend the time to continue such uses:

a. If the use was established by a discretionary permit pursuant to this Title 22 and the discretionary permit contains a grant term, the use may continue until the end of the grant term, and, at the end of the grant term, the use shall be terminated:

b. If the use was established by a discretionary permit pursuant to this Title 22 and the discretionary permit does not contain a grant term, the use shall be terminated 20 years from July 14, 2022; or

c. For all other legally established uses, seven years from July 14, 2022.

SECTION 24. Section 22.172.060 is hereby amended to read as follows:

22.172.060 Review of Amortization Schedule or Substitution of Use.

A. Applicability.

...

3. Exception. This Section shall not apply to ~~Nonconforming uses or~~ buildings or structures nonconforming ~~due to use or standards pursuant to Chapter 22.84 (Green Zone Districts) must be discontinued and removed from the site as specified in Section 22.84.040 (Schedule for Compliance for Existing, Legally Established Uses) and Section 22.172.050.B.3 (Termination by Operation of Law). No request for extension of the time to maintain such buildings or structures on-site shall be accepted or approved.~~

...

SECTION 25. Section 22.300.020 is hereby amended to read as follows:

22.300.020 Application of Planning Area Standards Districts, Community Standards Districts, and Supplemental Districts to Property.

...

B. ~~Additional Regulations~~ Relationships with Other Title 22 Provisions.

1. ~~Density Bonus or Inclusionary Housing. Notwithstanding any contrary provisions in this Volume II, any CSD regulations specified in Subsection A, above, may be waived or modified through a Housing Permit (Chapter 22.166), pursuant to Chapter~~

~~22.120 (Density Bonus) or Chapter 22.121 (Inclusionary Housing): Specific Plans.~~

Regulations in a Specific Plan shall supersede any contrary provisions in this Division 10.

2. Supplemental Districts. Except as specified otherwise, regulations in a Supplemental District listed in Table 22.06.040-A shall supersede any contrary provisions in this Division 10.

23. Accessory Dwelling Units (ADU) and Junior Accessory Dwelling Units. Where the regulations in Section 22.140.640 (Accessory Dwelling Units and Junior Accessory Dwelling Units) are contrary to the provisions in a CSD regulating the same matter, the provisions in the CSD shall prevail, unless specified otherwise in Section 22.140.640 (Accessory Dwelling Units and Junior Accessory Dwelling Units).

34. Compact Lot Subdivisions. Any Division 10 ~~GSD~~ provisions pertaining to a required yard shall apply to the equivalent perimeter yard of a compact lot subdivision pursuant to Section 22.140.585.F.18 (Yard Provisions in Specific Plans and Community Standards Districts).

5. ~~Green Zone Districts~~. Where the regulations in Chapter 22.84 (~~Green Zone Districts~~) are contrary to the provisions in this Division 10, the more restrictive provisions shall prevail, except for Section 22.84.040.C.1.ij (Perimeter Identification Sign).

...

ZONING CASE NUMBER RPPL2022013866

ORDINANCE NUMBER _____

An ordinance amending Title 22 – Planning and Zoning of the Los Angeles County Code, Section 22.06.060, changing regulations for the execution of the Green Zone Program, comprised of the following Zoned Districts: Carson, Harbor City, Los Nietos - Santa Fe Springs, Victoria, Whittier Downs.

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

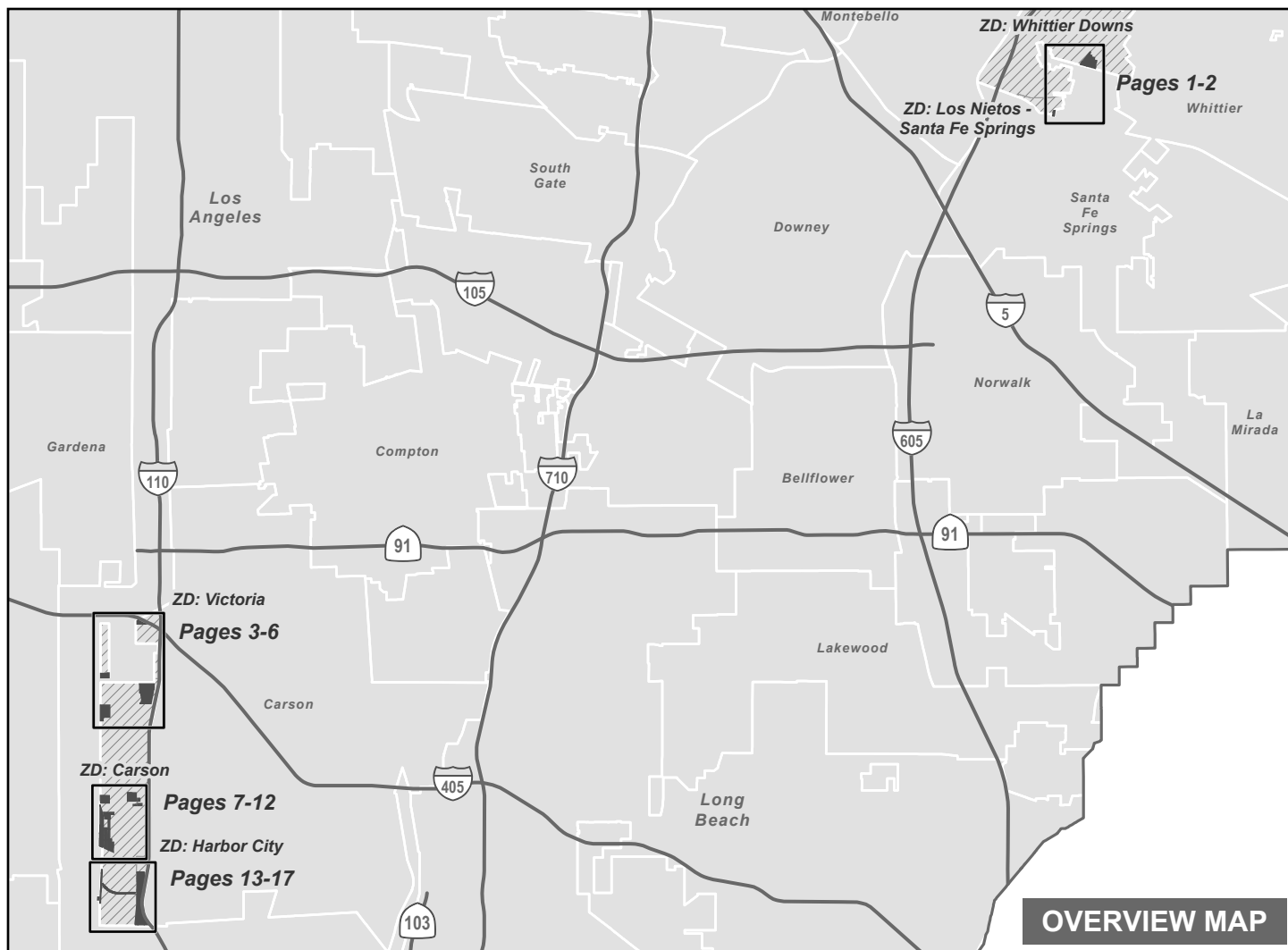
SECTION 1. Section 22.06.060 is amended by amending the maps of the following Zoned Districts: Carson, Harbor City, Los Nietos - Santa Fe Springs, Victoria, Whittier Downs, as shown on the maps attached hereto.

SECTION 2. The Board of Supervisors finds that this ordinance is consistent with the Los Angeles County General Plan.

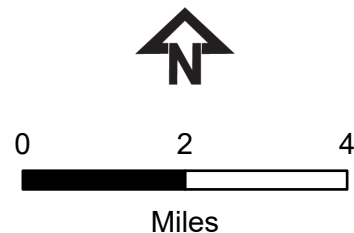
CHANGE OF PRECISE PLAN
ZONED DISTRICTS: CARSON, HARBOR CITY, LOS NIETOS - SANTA FE SPRINGS,
VICTORIA, WHITTIER DOWNS

ADOPTED BY ORDINANCE: _____
ON: _____
ZONING CASE: RPPL2022013866

AMENDING SECTION: 22.06.060 OF THE COUNTY CODE



- Freeway
- Selected Zoned District (ZD)
- Zone Change Area
- City / Unincorporated Community
- Map Series Page Ranges



THE REGIONAL PLANNING COMMISSION
COUNTY OF LOS ANGELES
MICHAEL R. HASTINGS, CHAIR
AMY J. BODEK, AICP, DIRECTOR OF REGIONAL PLANNING

CHANGE OF PRECISE PLAN

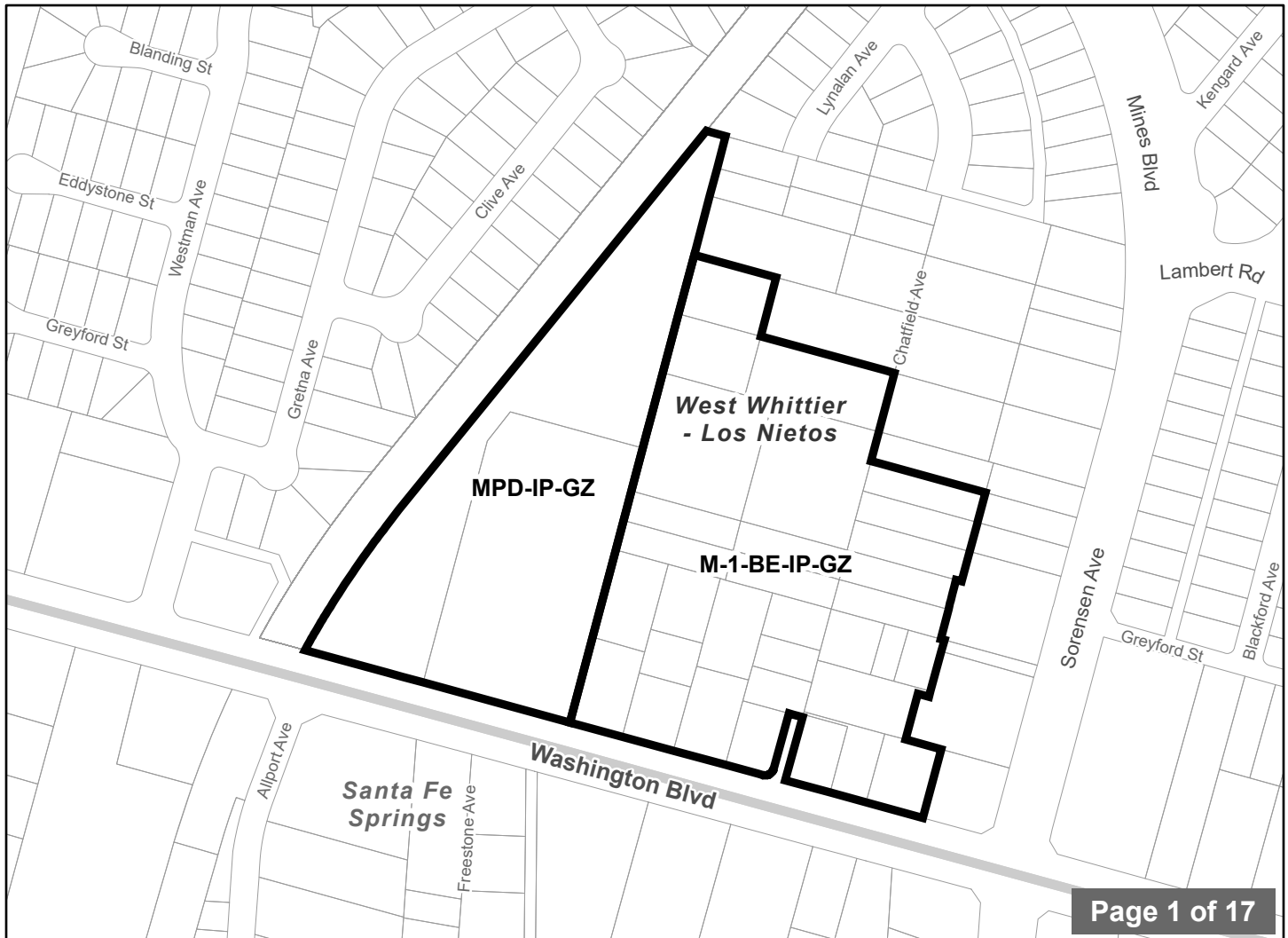
ZONED DISTRICT: WHITTIER DOWNS




ADOPTED BY ORDINANCE: _____

ON: _____

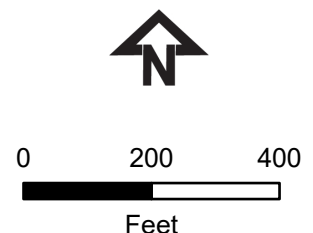
ZONING CASE: RPPL2022013866

AMENDING SECTION: 22.06.060 OF THE COUNTY CODE



-  Zone Change Area
(Current Map Page)
-  Assessor Parcel
-  City / Unicorporated
Boundary

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CHANGE OF PRECISE PLAN

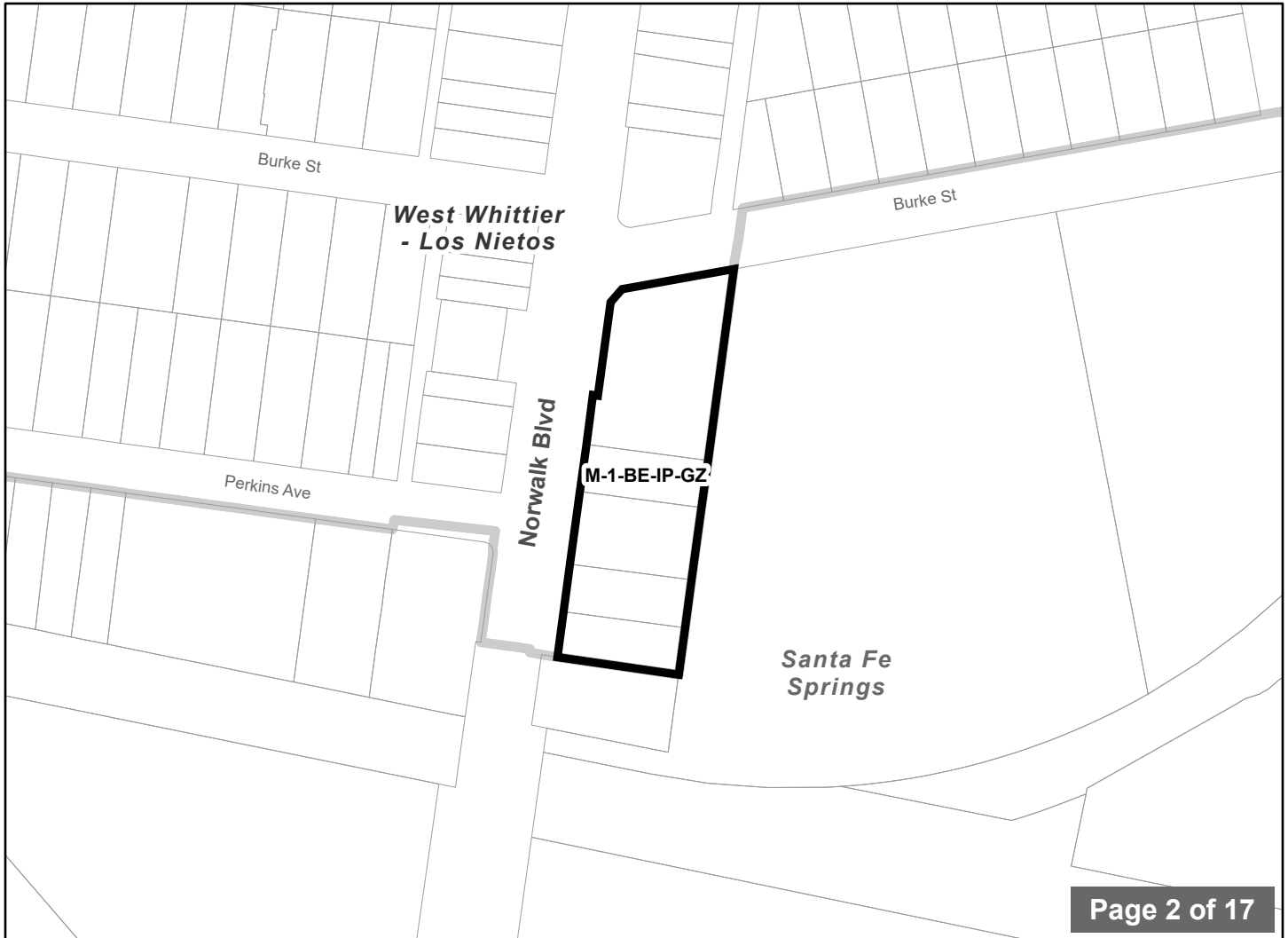
ZONED DISTRICT: LOS NIETOS - SANTA FE SPRINGS




ADOPTED BY ORDINANCE: _____

ON: _____

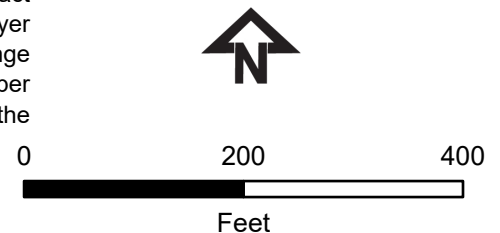
ZONING CASE: RPPL2022013866

AMENDING SECTION: 22.06.060 OF THE COUNTY CODE



-  Zone Change Area
(Current Map Page)
-  Assessor Parcel
-  City / Unincorporated
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CHANGE OF PRECISE PLAN
ZONED DISTRICT: VICTORIA

ADOPTED BY ORDINANCE: _____
ON: _____

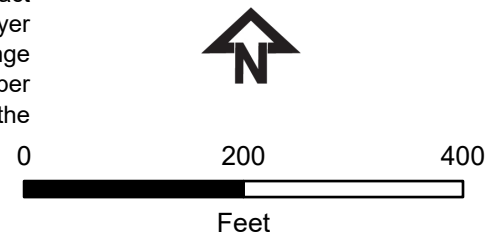
ZONING CASE: RPPL2022013866

AMENDING SECTION: 22.06.060 OF THE COUNTY CODE



- Freeway
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(Current Map Page)
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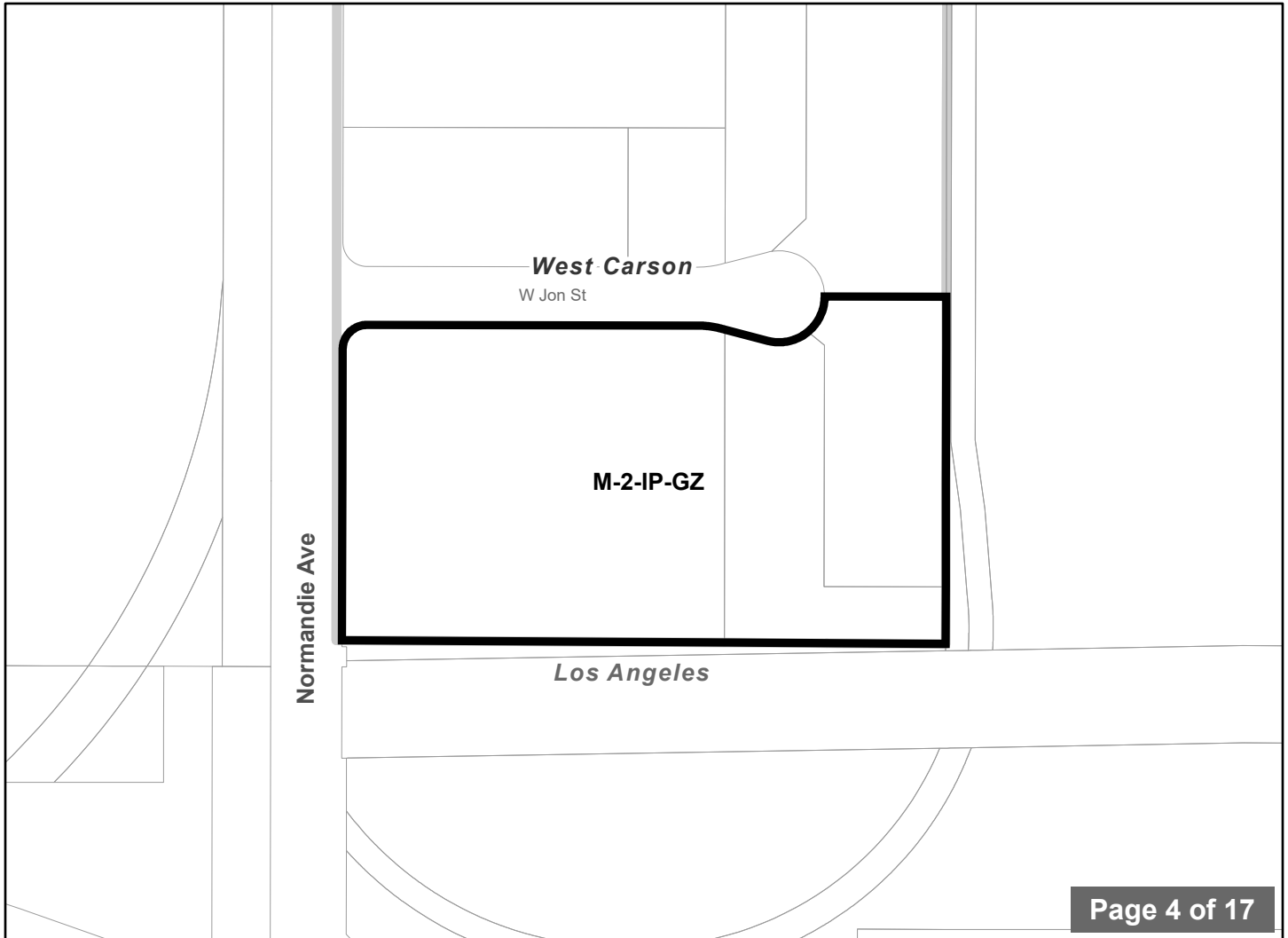
THE REGIONAL PLANNING COMMISSION
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CHANGE OF PRECISE PLAN
ZONED DISTRICT: VICTORIA




ADOPTED BY ORDINANCE: _____
ON: _____

ZONING CASE: RPPL2022013866

AMENDING SECTION: 22.06.060 OF THE COUNTY CODE



Page 4 of 17

-  Zone Change Area
(Current Map Page)
-  Assessor Parcel
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CHANGE OF PRECISE PLAN
ZONED DISTRICT: CARSON

ADOPTED BY ORDINANCE: _____
ON: _____

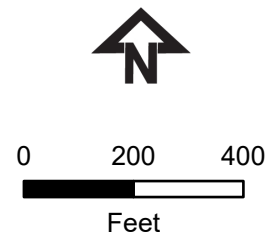
ZONING CASE: **RPPL2022013866**

AMENDING SECTION: 22.06.060 OF THE COUNTY CODE



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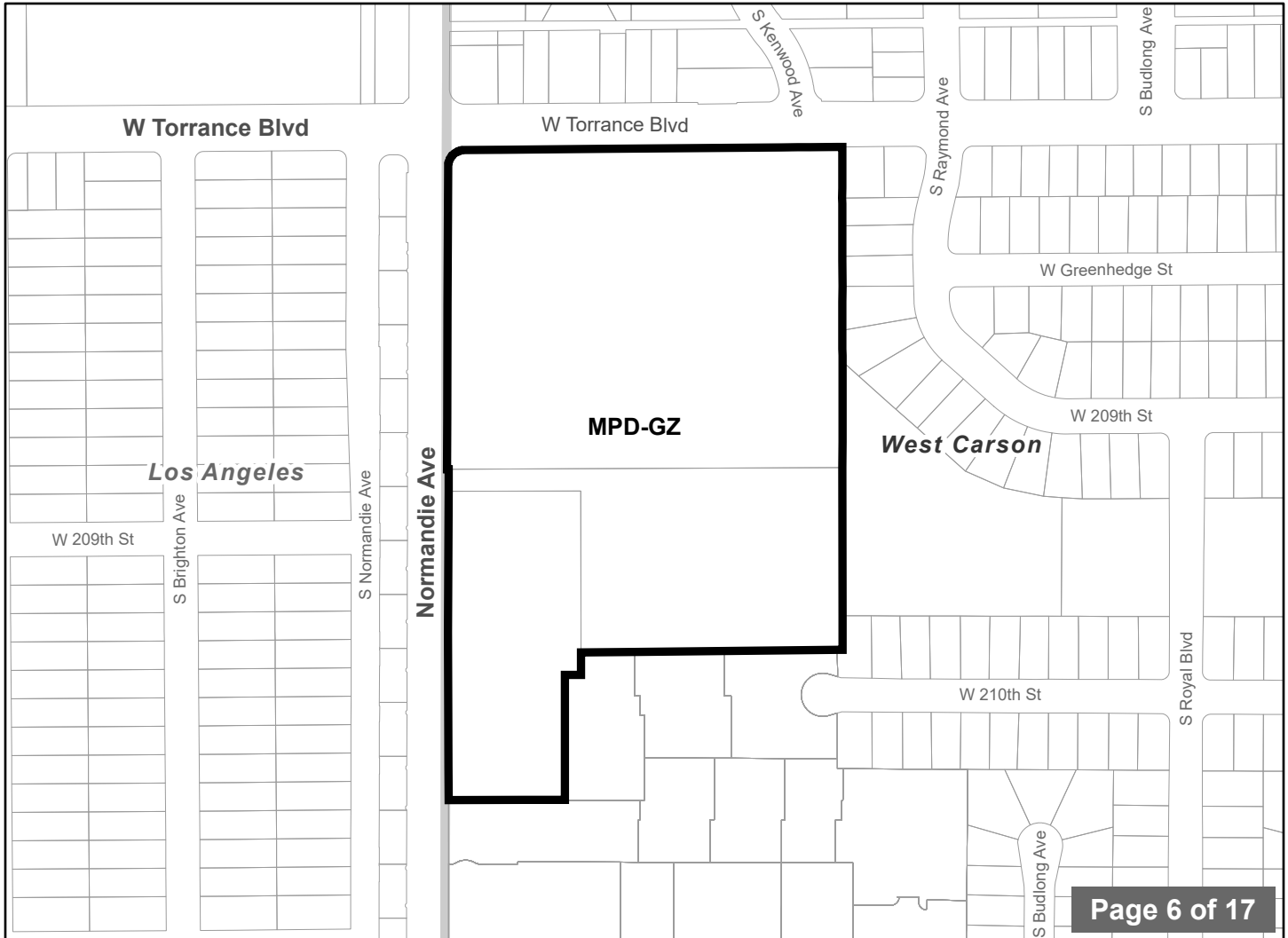
THE REGIONAL PLANNING COMMISSION
COUNTY OF LOS ANGELES
MICHAEL R. HASTINGS, CHAIR
AMY J. BODEK, AICP, DIRECTOR OF REGIONAL PLANNING

CHANGE OF PRECISE PLAN
ZONED DISTRICT: CARSON




ADOPTED BY ORDINANCE: _____
ON: _____

ZONING CASE: **RPPL2022013866**

AMENDING SECTION: 22.06.060 OF THE COUNTY CODE



Page 6 of 17

-  Zone Change Area
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CHANGE OF PRECISE PLAN

ZONED DISTRICT: CARSON




ADOPTED BY ORDINANCE: _____

ON: _____

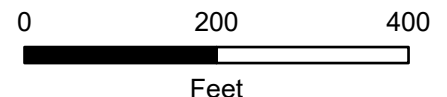
ZONING CASE: **RPPL2022013866**

AMENDING SECTION: 22.06.060 OF THE COUNTY CODE



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CHANGE OF PRECISE PLAN

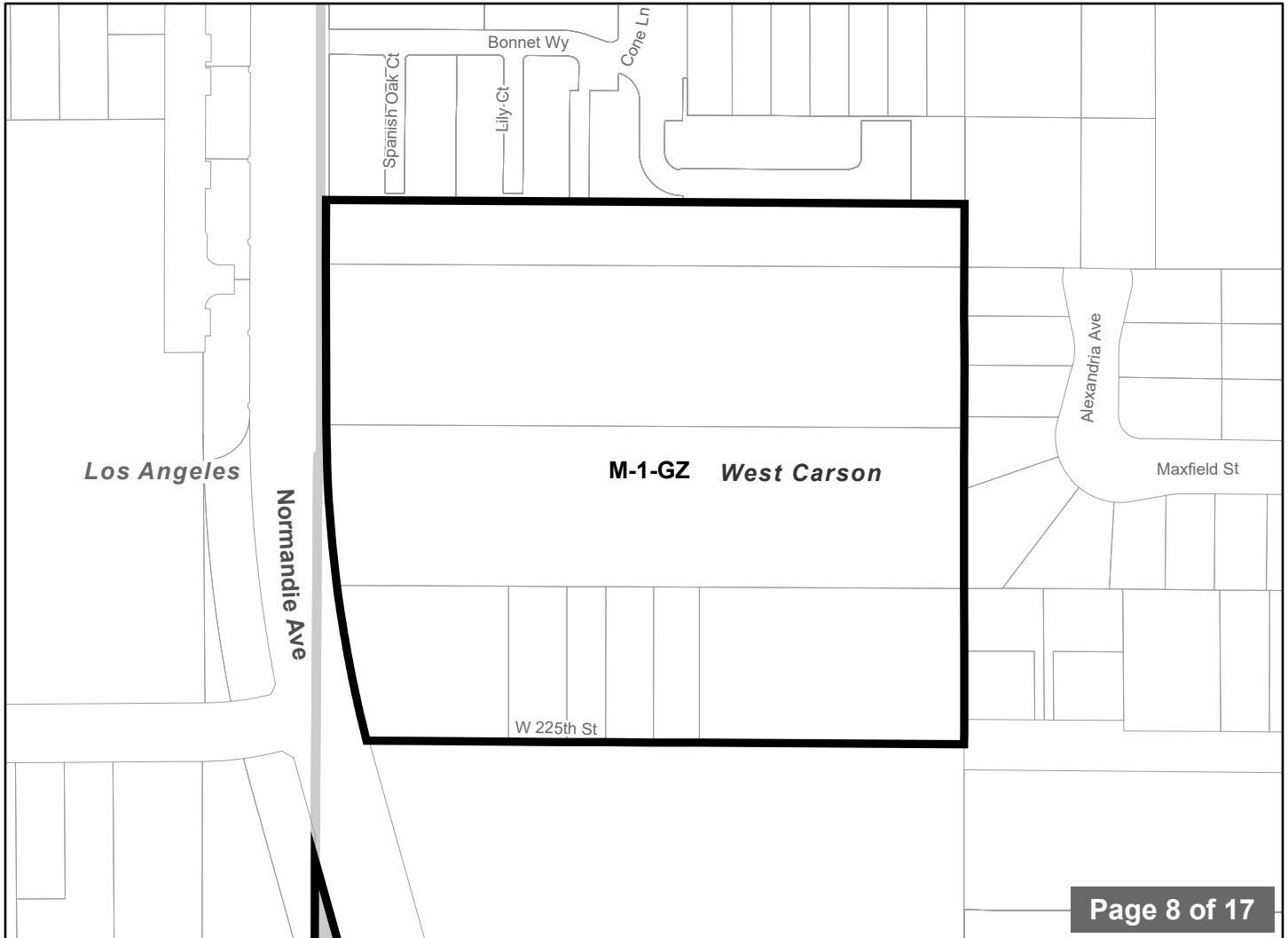
ZONED DISTRICT: CARSON

ADOPTED BY ORDINANCE: _____





ON: _____

ZONING CASE: **RPPL2022013866**

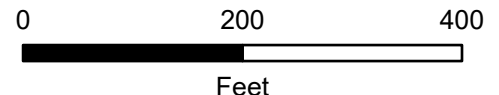
AMENDING SECTION: 22.06.060 OF THE COUNTY CODE



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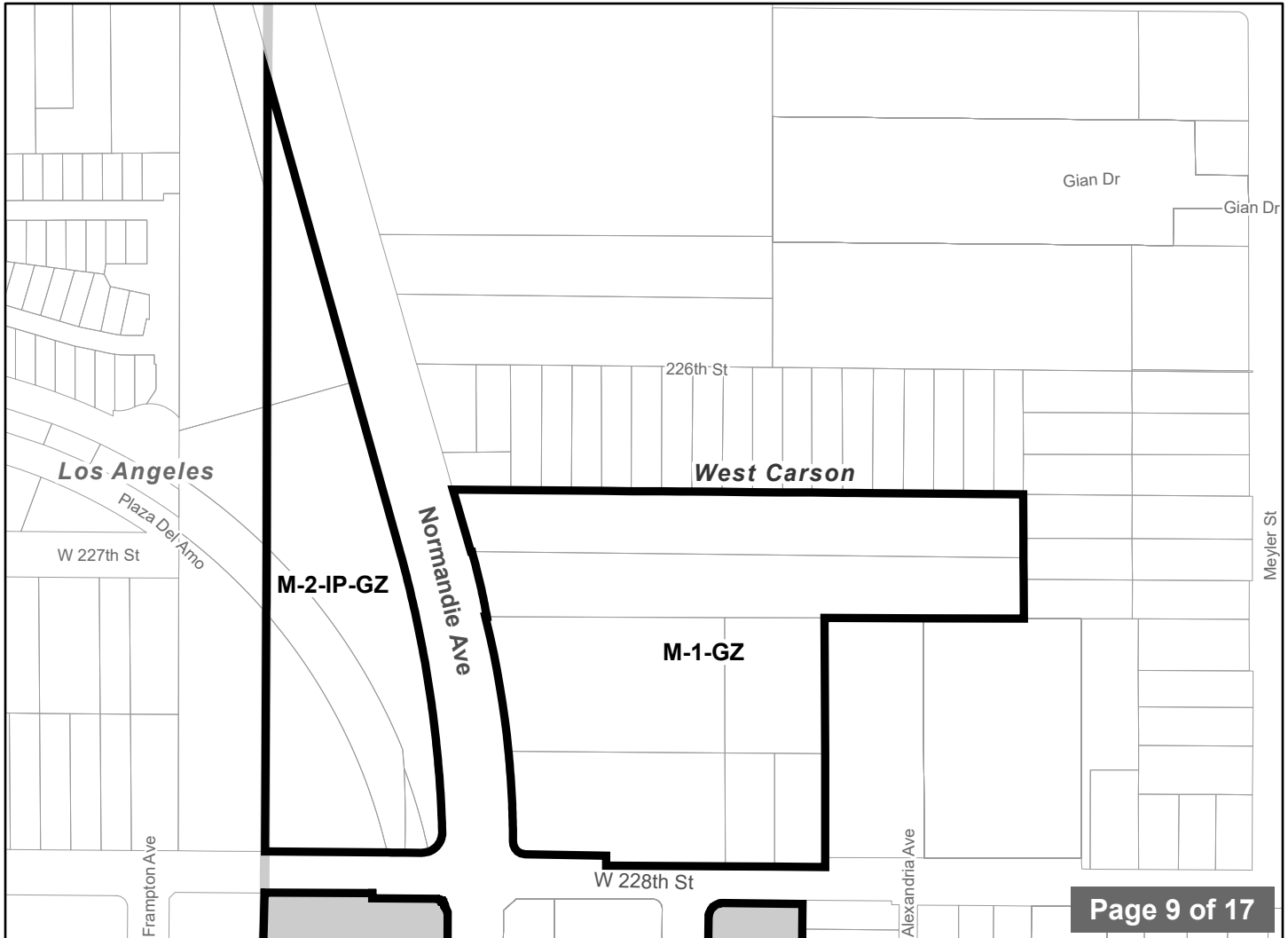
THE REGIONAL PLANNING COMMISSION
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CHANGE OF PRECISE PLAN
ZONED DISTRICT: CARSON





ADOPTED BY ORDINANCE: _____
ON: _____

ZONING CASE: RPPL2022013866

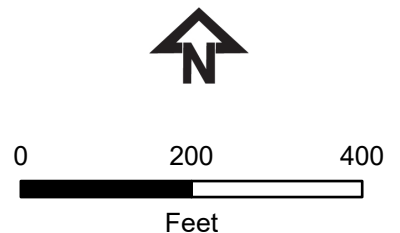
AMENDING SECTION: 22.06.060 OF THE COUNTY CODE



Page 9 of 17

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CHANGE OF PRECISE PLAN
ZONED DISTRICT: CARSON

ADOPTED BY ORDINANCE: _____
ON: _____

ZONING CASE: RPPL2022013866

AMENDING SECTION: 22.06.060 OF THE COUNTY CODE



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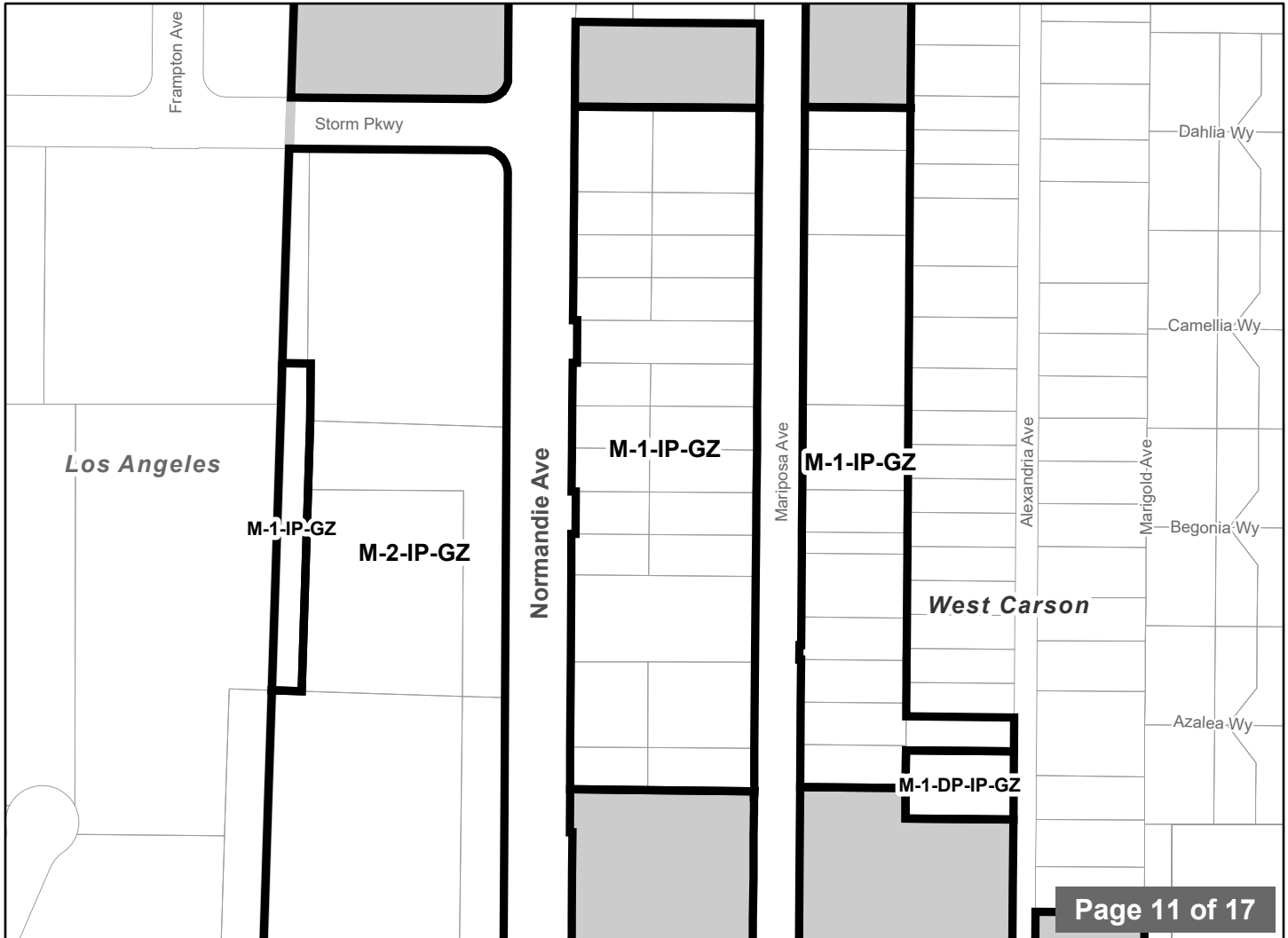
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CHANGE OF PRECISE PLAN
ZONED DISTRICT: CARSON

ADOPTED BY ORDINANCE: _____
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ZONING CASE: **RPPL2022013866**

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CHANGE OF PRECISE PLAN
ZONED DISTRICT: CARSON

ADOPTED BY ORDINANCE: _____
ON: _____

ZONING CASE: **RPPL2022013866**

AMENDING SECTION: 22.06.060 OF THE COUNTY CODE



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CHANGE OF PRECISE PLAN
ZONED DISTRICT: CARSON

ADOPTED BY ORDINANCE: _____
ON: _____

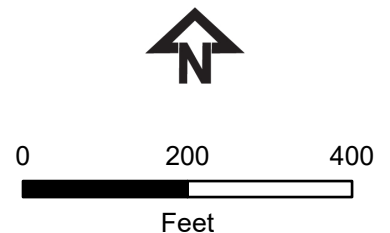
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CHANGE OF PRECISE PLAN

ZONED DISTRICT: CARSON





ADOPTED BY ORDINANCE: _____

ON: _____

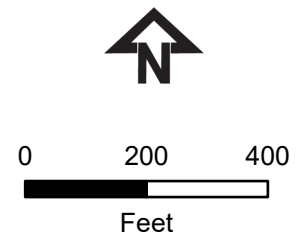
ZONING CASE: **RPPL2022013866**

AMENDING SECTION: 22.06.060 OF THE COUNTY CODE



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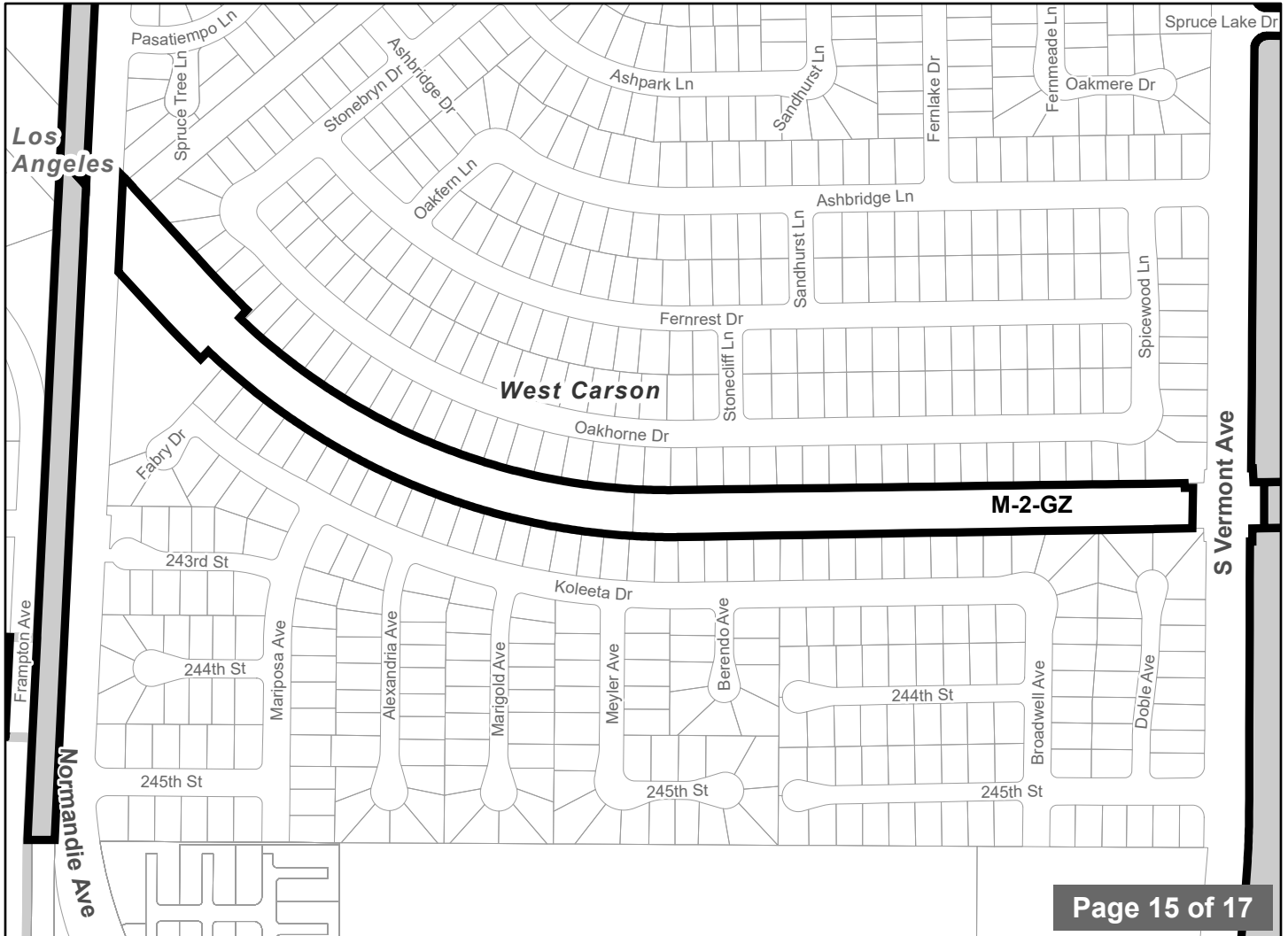
ZONED DISTRICT: CARSON





ADOPTED BY ORDINANCE: _____

ON: _____

ZONING CASE: **RPPL2022013866**

AMENDING SECTION: 22.06.060 OF THE COUNTY CODE



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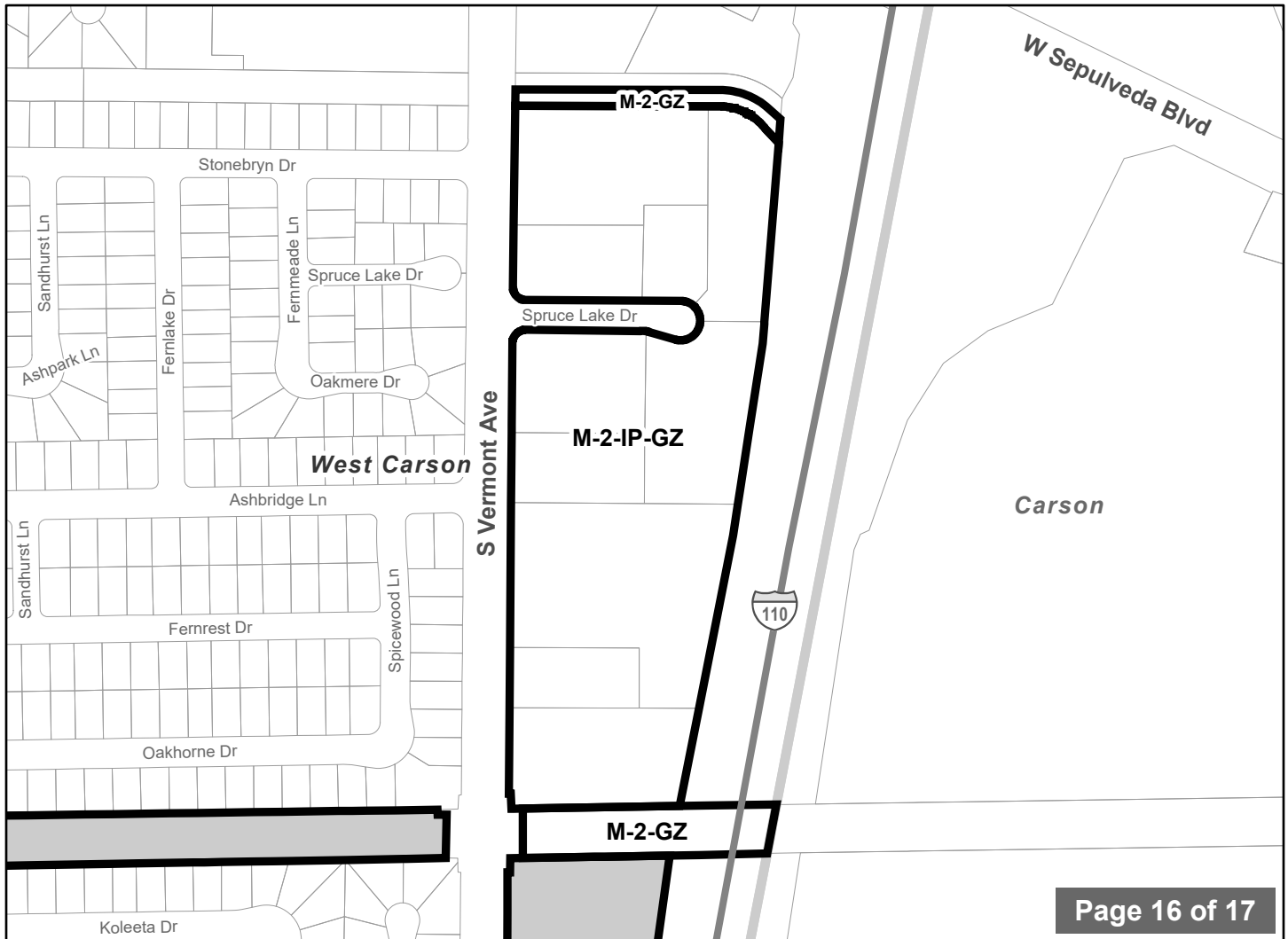
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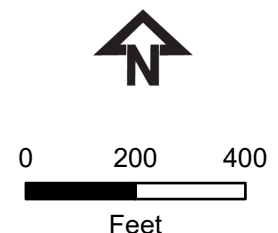
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CHANGE OF PRECISE PLAN
ZONED DISTRICT: HARBOR CITY
ADOPTED BY ORDINANCE: _____
ON: _____
ZONING CASE: RPPL2022013866
AMENDING SECTION: 22.06.060 OF THE COUNTY CODE



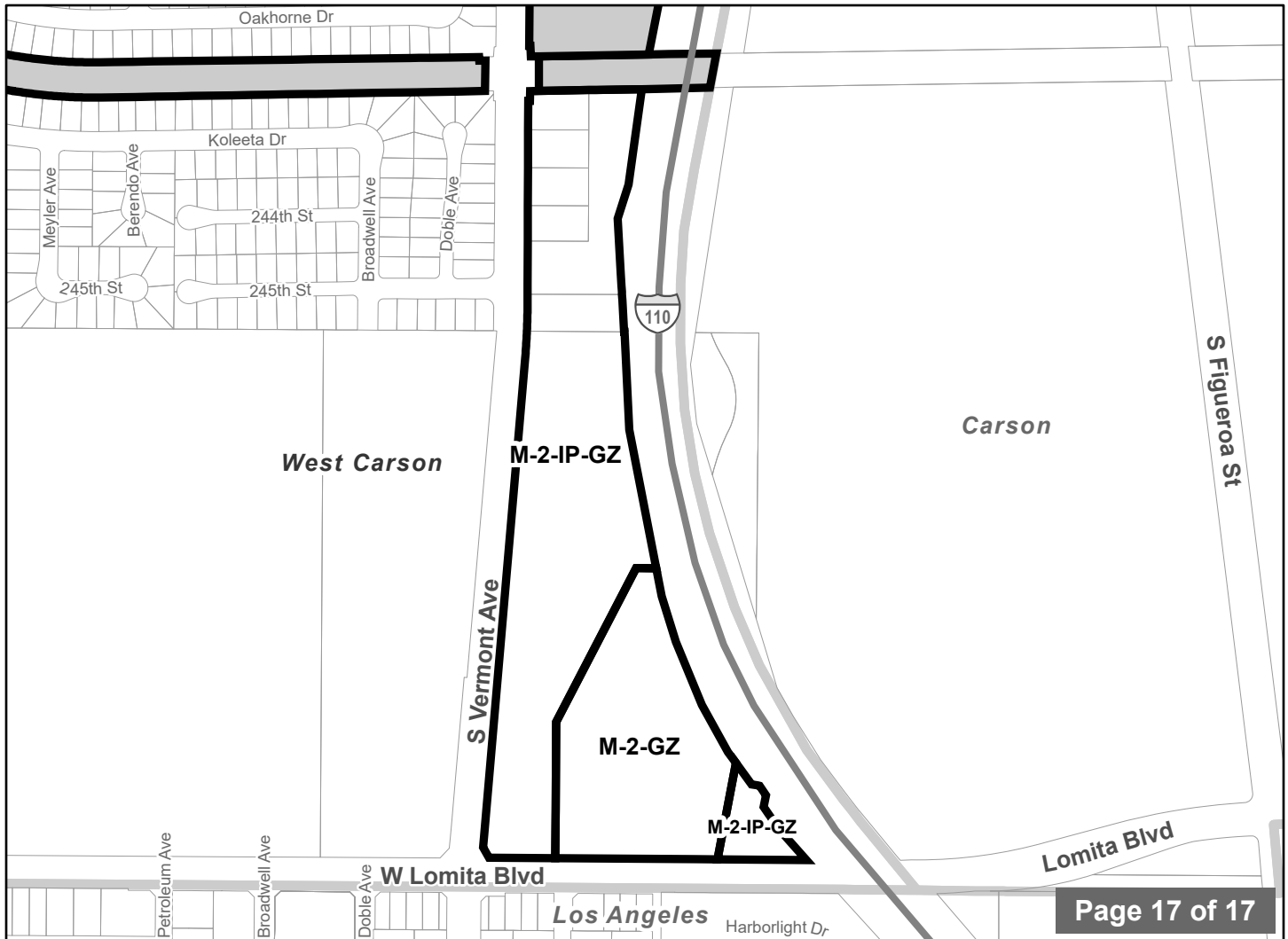
- Freeway
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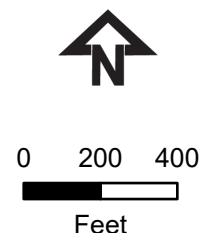
THE REGIONAL PLANNING COMMISSION
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AMY J. BODEK, AICP, DIRECTOR OF REGIONAL PLANNING

CHANGE OF PRECISE PLAN
ZONED DISTRICT: HARBOR CITY
ADOPTED BY ORDINANCE: _____
ON: _____
ZONING CASE: **RPPL2022013866**
AMENDING SECTION: 22.06.060 OF THE COUNTY CODE



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THE REGIONAL PLANNING COMMISSION
COUNTY OF LOS ANGELES
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**SUMMARY OF PROCEEDINGS
REGIONAL PLANNING COMMISSION
GREEN ZONE TECHNICAL UPDATE
PROJECT NO. 2022-004173
ZONE CHANGE NO. RPPL2022013866
ADVANCE PLANNING PROJECT NO. RPPL2022010227**

May 24, 2023 Regional Planning Commission (RPC) Hearing

At the public hearing on May 24, 2023, staff provided an overview of the Green Zone Technical Update, which includes zone changes and an ordinance amendment to Title 22 (Planning and Zoning) (Project). Staff also provided background on the current Green Zone Program, which took effect on July 14, 2022.

Two members of the public spoke. One asked for clarification on how the existing Green Zone regulations apply to her parcel. Another member of the public was concerned over international developers receiving variances and circumventing CEQA. During the discussion, the RPC asked staff to work with the member of the public to understand the parameters of the Green Zones Program.

The RPC closed the public hearing and voted to recommend approval of the Project to the Board of Supervisors.

Concurring: Commissioners Louie, Moon, Hastings, and Duarte-White

Dissenting: None

Abstaining: None

Absent: O'Connor

Action Date: May 24, 2023

**RESOLUTION
REGIONAL PLANNING COMMISSION
COUNTY OF LOS ANGELES
PROJECT NO. 2022-004173
ADVANCE PLANNING CASE NO. RPPL2022010227
ZONE CHANGE NO. RPPL2022013866**

WHEREAS, the Regional Planning Commission ("Commission") of the County of Los Angeles ("County") conducted a duly noticed public hearing on May 24, 2023, to consider amendments to Title 22 (Planning and Zoning) of the Los Angeles County Code ("County Code") to simplify language, correct errors and omissions, and remove redundant regulations and internal inconsistencies in the Green Zones Ordinance and to complete the proposed zone changes in the unincorporated communities of West Carson and West Whittier-Los Nietos, collectively referred to as "Green Zone Technical Update"; and

WHEREAS, the Commission finds as follows:

1. On December 8, 2015, the County Board of Supervisors ("Board"), directed the Department of Regional Planning ("Department") to evaluate equitable development tools and concepts to identify strategies for implementing the General Plan in a manner that allows County residents at all income levels to benefit from growth and development, encourages the preservation and production of safe and affordable housing, and reduces neighborhood health disparities. Pursuant to County Code Section 22.244.020, the Green Zones Ordinance responds to this Board directive;
2. The Green Zones Ordinance, which aims to promote environmental justice in communities that are disproportionately affected by toxic pollutant and contaminants generated from various land uses over time, was adopted by the Board on June 14, 2022, and became effective on July 14, 2022;
3. The Green Zone Technical Update includes an ordinance amending Title 22 (Planning and Zoning) of the County Code to simplify code language, correct errors and omissions, and remove obsolete and redundant regulations in the Green Zones Ordinance so that the code language is clear, concise, and easy to use. The Ordinance also establishes a new Green Zone (-GZ) Combining Zone to identify industrially-zoned parcels that are subject to the Green Zones Ordinance;
4. The Ordinance also adds a Conditional Use Permit (CUP) requirement for new drive-through establishments, which was omitted in error in the Green Zones Ordinance. The addition of the CUP requirement aligns with the Interim Urgency Ordinance No. 2022-0065U, which temporarily requires a CUP for new drive-through establishments within the Green Zones Districts;

REGIONAL PLANNING COMMISSION
PROJECT NO. PRJ2022-000727
RESOLUTION


5. Pursuant to County Code Section 22.244.040, the Ordinance is consistent with the surrounding area, as it reduces and mitigates the impacts of industrial and vehicle-related uses on residences, schools and parks in the vicinity;
6. Pursuant to County Code Section 22.244.040, the Ordinance is consistent with the principles of the General Plan and supportive of the goals and policies of the General Plan, in that it promotes environmental justice in areas bearing disproportionate impacts from stationary pollution sources;
7. Pursuant to County Code Section 22.244.040, approval of the Ordinance is in the interest of public health, safety, and general welfare as the Ordinance aims to improve land use patterns that promote health and wellness and encourage patterns of development that protect the health of sensitive receptors;
8. Pursuant to County Code Section 22.244.040, the Ordinance is consistent with other applicable provisions of Title 22, as it corrects discrepancies and typographical errors, standardizes terminologies, and reformat and reorganizes sections to maintain the internal consistency of Title 22;
9. The Green Zone Technical Update also includes a zone change program to add the -GZ Combining Zone on 227 industrially-zoned parcels that are subject to the Green Zones Ordinance in the unincorporated communities of West Carson and West Whittier-Los Nietos;
10. The zone change program includes not only static maps, but GIS data that generate maps and figures in multiple, dynamic ways;
11. Pursuant to Section 22.222.180 of the County Code, a public hearing notice was published in seven local newspapers. The public hearing notice was sent by mail to 122 property owners whose properties are proposed to be rezoned to add the -GZ Combining Zone. The public hearing notice and materials were also posted on the Department of Regional Planning's website and sent via email blast; and
12. The adoption of the proposed Green Zone Technical Update is categorically exempt from the provisions of California Environmental Quality Act (CEQA) per Public Resources Code Section 15305 (Class 5, Minor Alterations in Land Use Limitations), and exempt per CEQA Guidelines Section 15061(b)(3), which exempts projects where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment.

REGIONAL PLANNING COMMISSION
PROJECT NO. PRJ2022-000727
RESOLUTION

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 Green Zone Technical Update, Project No. 2022-004173, which includes an ordinance amending Title 22 to simply code language, remove errors, and provide for ease of use and zone changes in the unincorporated communities of West Carson and West Whittier-Los Nietos;
2. That the Board find that the Green Zone Technical Update is exempt from the provisions of the California Environmental Quality Act for the reasons stated in the record;
3. That the Board adopt Advance Planning Case No. RPPL2022010227, and determine that the amendments are compatible with and supportive of the goals and policies of the 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
4. That the Board adopt Zone Change No. RPPL2022013866, which amends the Zoning Map of the Carson, Harbor City, Los Nietos-Santa Fe Springs, Victoria, and Whittier Downs Zoned Districts for the Green Zones Technical Update.

I hereby certify that the foregoing resolution was adopted by a majority of the voting members of the Regional Planning Commission of the County of Los Angeles on May 24, 2023.



Elida Luna,
Commission Secretary
County of Los Angeles
Regional Planning Commission

APPROVED AS TO FORM: OFFICE OF THE COUNTY COUNSEL

By 

Elaine Lemke
Assistant County Counsel
County of Los Angeles

NOTICE OF PUBLIC HEARING CONCERNING
PROJECT NO. 2022-004173-(1-5)
ZONE CHANGE NO. RPPL2022013866-(1-5)
ADVANCE PLANNING PROJECT NO. RPPL2022010227-(1-5)
GREEN ZONE TECHNICAL UPDATE

Notice is hereby given that the Board of Supervisors will conduct a public hearing on the matter referenced above on **Tuesday, September 19, 2023 at 9:30 a.m.**, in Room 381B of the Kenneth Hahn Hall of Administration, 500 West Temple Street, Los Angeles, California 90012. Interested persons will be given an opportunity to testify in person or remotely. Please visit bos.lacounty.gov/Board-Meeting/Board-Agendas for details on how to listen to the meeting and/or address the Board. Written comments may be submitted to the address above, attention: Public Hearing Section. For information regarding the hearing, you may call (213) 974-1426.

Location: Countywide (unincorporated)

General Description of Proposal: Amendments to Title 22 (Planning and Zoning) of the Los Angeles County Code to include minor technical changes to the Green Zones Ordinance and the zoning map for clarity and ease of use. The Project includes a zone change program to add the Green Zone (-GZ) combining zone as an identifier on parcels that are subject to the Green Zones Ordinance in the unincorporated communities of West Carson and West Whittier – Los Nietos. The Project is categorically exempt pursuant to CEQA Guidelines section 15305 and is otherwise exempt pursuant to CEQA Guidelines section 15061(b)(3).

Contact the Department of Regional Planning, **Housing Policy Section** at **(213) 974-6417** between 7:30 a.m. and 5:30 p.m., Monday through Thursday (office is closed Fridays) or housing@planning.lacounty.gov directly for questions or additional information. Project materials are available at planning.lacounty.gov/long-range-planning/green-zones-program/technical-update/. **Si necesita más información en Español, por favor llame al (213) 974-6427.**

If you need reasonable accommodations, such as interpreters, assistive listening devices, agenda in Braille, disability-related accommodations or other auxiliary aids, please contact the Executive Office of the Board at (213) 974-1411 or (213) 974-1707 (TTY), Monday through Friday from 8:00 a.m. to 5:00 p.m., at least three business days prior to the Board meeting. Later requests will be accommodated to the extent feasible. Máquinas de traducción están disponibles o si necesita intérprete para las juntas del Condado de Los Angeles, por favor llame al (213) 974-1426, de lunes a viernes de 8:00 a.m. a 5:00 p.m., con tres días de anticipación.

Recipient	Address	CityStateZip
1200 JON LLC	PO BOX 16242	BEVERLY HILLS CA 90209-2242
223RD STREET PROPERTIES LLC	1146 3RD ST	MANHATTAN BEACH CA 90266-6839
22424 NORMANDIE LLC	19027 S HAMILTON AVE	GARDENA CA 90248-4408
23032 SOUTH NORMANDIE LLC	717 VIA LA CUESTA	PALOS VERDES ESTATES CA 90274-1472
23201 NORMANDIE AVENUE LLC	23223 NORMANDIE AVE	TORRANCE CA 90501-5050
23920 VERMONT PROPERTIES LP	17705 S MAIN ST	GARDENA CA 90248-3516
ABDALIAN, ARIKA A TR ET AL	30825 MARNE DR	RANCHO PALOS VERDES CA 90275-5609
AL RENTAL AND SERVICE LLC	5782 SPA DR	HUNTINGTON BEACH CA 92647-2027
ALPINE VILLAGE	833 TORRANCE BLVD	TORRANCE CA 90502-1735
ANTONIOS, VINCENT TR	2602 W ESTES WAY	PHOENIX AZ 85041-9535
ARACO INVESTMENTS SOUTH BAY LLC	2145 CAMPUS DR STE 100	IRVINE CA 92612-1425
ARACO INVESTMENTS SOUTH BAY LLC	PO BOX 14100	IRVINE CA 92623-4100
AVOCADO LAND CO	2377 CRENSHAW BLVD RM 300	TORRANCE CA 90501-3330
BADLANI, MANISHA A TR	12620 LIDDINGTON ST	CERRITOS CA 90703-7225
BAKER, BILLY E AND VICTORIA L TRS	2562 W 233RD ST	TORRANCE CA 90505-3163
BALDWIN, SHERRON L TR	6915 CLEMATIS WAY	LAKEWOOD CA 90713-2801
BATTAGLIA, GINO C CO TR	6516 VIA LORENZO	RANCHO PALOS VERDES CA 90275-6544
BERNAL, RAYMOND AND DIANE	13646 SUNSET DR	WHITTIER CA 90602-2430
BOULDER CREEK INVESTMENT HOLDINGS LLC	1038 AVENUE D	REDONDO BEACH CA 90277-4906
BOURHENNE, FRANCIS K TR	1790 SUNNINGDALE RD 15 D	SEAL BEACH CA 90740-4751
BRE 20210 S NORMANDIE OWNER LLC	PO BOX A3879	CHICAGO IL 60690-3879
BRIDGE POINT SOUTH BAY II LLC	1600 E FRANKLIN AVE	EL SEGUNDO CA 90245-4337
BROWN, DEVON P AND KIM	11425 HADLEY ST	WHITTIER CA 90606-1907
BURCHETT, ROBERT L JR	22826 MARIPOSA AVE	TORRANCE CA 90502-2601
CABRAL, BERTOLDINO B	8916 NORWALK BLVD	WHITTIER CA 90606-3408
CAMPOS, SERAFIN AND LUCIA	22816 MARIPOSA AVE	TORRANCE CA 90502-2601
CELTIC PARTNERS	200 N LARCHMONT BLVD	LOS ANGELES CA 90004-3707
CHO, JOSEPH CO TR	PO BOX 780	BUENA PARK CA 90621-6180
CORNERSTONE CHURCH	24428 VERMONT AVE	HARBOR CITY CA 90710-2303
CORNERSTONE CHURCH AND HARBOR COMMERCE CENTER ASSOC	100 N BARRANCA ST STE 200	WEST COVINA CA 91791-1651
DE LA CRUZ, JOSE AND DE LA CRUZ, MARTIN	1239 E 225TH ST	TORRANCE CA 90502
DE LA TORRE, RAMON AND TERESA	23217 1/2 MARIGOLD AVE	TORRANCE CA 90502-2721
DEL ALMO LANDFILL LLC	PO BOX 1450	CHICAGO IL 60690-1450
ENGELN, DANIEL AND CHRISTINA TRS	72 ROCKINGHORSE RD	RANCHO PALOS VERDES CA 90275-6565
ESS PRISA II LLC	PO BOX 71870	SALT LAKE CITY UT 84171-0870
FIRST WESTERN FINANCIAL LLC	904 SILVER SPUR RD STE 233	ROLLING HILLS ESTATES CA 90274-4398
FORTUNATO, JOSEPH AND LOIS TRS	4702 LAURETTE ST	TORRANCE CA 90503-6822
FOTEREK, CHRIS AND PATER, KLARA	7915 CHATFIELD AVE	WHITTIER CA 90606-2403
FRAMPTON CALIF PROP LLC	1994 E SUNRISE BLVD UNIT 187	FORT LAUDERDALE FL 33304-3205
FTLC PROPERTIES LLC	2785 PACIFIC COAST HWY STE 282	TORRANCE CA 90505-7066
FTR ASSOCIATES INC	11862 BURKE ST	SANTA FE SPRINGS CA 90670-2536
GASPARO, HEATHER L TR ET AL	916 BEECH AVE	TORRANCE CA 90501-2016
GILKER, JEFFREY L TR ET AL	1621 W 25TH ST UNIT 221	SAN PEDRO CA 90732-4300
GOOTKIN, KENNETH M AND WENDY TRS	4607 LAKEVIEW CANYON RD UNIT 533	WESTLAKE VILLAGE CA 91361-4028
GRANER, ZIBA TR	2114 CHANDELEUR DR	RANCHO PALOS VERDES CA 90275-6332
GUTIERREZ, FELIPE TR	23116 S NORMANDIE AVE	TORRANCE CA 90502-1497
HAN AND OH GLOBAL LLC	23022 NORMANDIE AVE	TORRANCE CA 90502-2617
HAN AND OH GLOBAL LLC	4455 VICTORIA PARK DR	LOS ANGELES CA 90019-4209
HARBOR MINI VENTURES LLC	2201 DUPONT DR STE 700	IRVINE CA 92612-7521
HARGRAVE, JOHN L AND JULIE A TRS	11655 WASHINGTON BLVD	WHITTIER CA 90606-2424
HUGHES, ANDREW AND SHEILA TRS	2055 ALLBROOK ST	LOMITA CA 90717-1119
HYNES, MARY K TR	22924 NORMANDIE AVE	TORRANCE CA 90502-2617
JAY BY DAY INVESTMENTS LLC	811 WILSHIRE BLVD STE 1700 PMB 107	LOS ANGELES CA 90017-2630
JUAREZ, NOEL SR AND LILLIAN M	1233 W 225TH ST	TORRANCE CA 90502-2317
KANESHIRO, ROY AND KANESHIRO, ALAN	PO BOX 5008	TORRANCE CA 90501-5008
KERK, PHYLLIS B AND BURCHETT, ROBERT L JR	1633 CADDINGTON DR	RANCHO PALOS VERDES CA 90275-1843
L A CITY DEPT OF WATER AND POWER	PO BOX 51111	LOS ANGELES CA 90051
L A COUNTY	500 W TEMPLE ST RM 754	LOS ANGELES CA 90012-2700
LA COUNTY FLOOD CONTROL DISTRICT	900 S FREMONT AVE	ALHAMBRA CA 91803-1331
LACMTA	ONE GATEWAY PLAZA	LOS ANGELES CA 90012
LASS, CAROLYN S TR ET AL	2151 FOUNTAIN SPRINGS DR	HENDERSON NV 89074-1516
LAW, STEVEN D AND MISTINE L TRS	4500 MARLOMA DR	ROLLING HILLS ESTATES CA 90274-1535
LEE, FRED A AND REBECCA S	7 WILLIAMSBURG LN	ROLLING HILLS CA 90274-4056
LINDAHL, ROY L AND KIMBERLI J TRS	22812 CERISE AVE	TORRANCE CA 90505-2920
LITTLE VERMONT LLC	626 LOMA VISTA ST	EL SEGUNDO CA 90245-2921
LUCAS, STAN	2850 TEMPLE AVE	LONG BEACH CA 90806-2213
MARCZ, CHERYL L TR	8 CHESTERFIELD RD	ROLLING HILLS CA 90274-5222
MARIPOSA 23206 LLC	23206 MARIPOSA AVE	TORRANCE CA 90502-2609
MARWAT LLC	PO BOX 681	LIVINGSTON MT 59047-0681
MCCOLLOUGH, SEAN AND ROSE TRS	10763 LUNDBROOK DR	LOS ANGELES CA 90024-3128
MCDANIEL, WALTER L TR	23127 MARIGOLD AVE	TORRANCE CA 90502-2719
MCNUTT GROUP LLC	2573 PACIFIC COAST HWY STE A383	TORRANCE CA 90505-7950
MJ SEPULVEDA LLC	905 BLUE HERON	SEAL BEACH CA 90740-5609
MOLINA, SERGIO F AND CARMEN G TRS	608 KNOB HILL AVE	REDONDO BEACH CA 90277-4254
MOMENTUM MANAGEMENT LLC	1206 W JON ST	TORRANCE CA 90502-1208
MT VERNON FINANCIAL LLC	1420 MARCELINA AVE	TORRANCE CA 90501-3209
NARMS BABA CORP	2448 SEPULVEDA BLVD	TORRANCE CA 90501-4323
NORMANDIE GASOLINE ALLEY LLC	1516 PONTIUS AVE	LOS ANGELES CA 90025-3306
NORMANDIE GASOLINE ALLEY LLC	1543 7TH ST STE 202	SANTA MONICA CA 90401-2645

NORMANDIE INDUSTRIAL PARK	5200 MIDDLECREST RD	RANCHO PALOS VERDES CA 90275-5032
NORMANDIE PROPERTIES LLC	2200 POWELL ST 970	EMERYVILLE CA 94608-1834
NORTH COAST BUSINESS PARK LP	14128 BERESFORD RD	BEVERLY HILLS CA 90210-1041
NORTH COAST BUSINESS PARK LP	531 ENCINITAS BLVD STE 113	ENCINITAS CA 92024-3782
NOZAKI PROPERTIES	26620 BASSWOOD AVE	RANCHO PALOS VERDES CA 90275-2204
PANEK, JOSEPH TR	23136 MARIPOSA AVE	TORRRANCE CA 90502-2607
PHILLIPS, THERESA TR	22802 MARIPOSA AVE	TORRRANCE CA 90502-2601
PPM INVESTMENTS LP	736 DEL AMO BLVD	TORRRANCE CA 90502-1303
PRADO, DANIEL AND HERLINDA I	942 W 223RD ST	TORRRANCE CA 90502-2245
PUBLIC STORAGE PROPERTIES XVI INC	PO BOX 25025	GLENDALE CA 91201-5025
PYKA, THOMAS W	1462 W NORTHSTAR LN	SPOKANE WA 99208-4200
PYKA, TIMOTHY AND JANICE TRS	4937 N TALMAN AVE	CHICAGO IL 60625-2721
QCP BUILDING ADMINISTRATOR LLC	16449 N 109TH WAY	SCOTTSDALE AZ 85255-9043
REXFORD INDUSTRIAL-20900 NORMANDIE LLC	11620 WILSHIRE BLVD 10TH FL	LOS ANGELES CA 90025-6821
REXFORD INDUSTRIAL-STORM LLC	11620 WILSHIRE BLVD STE 1000	LOS ANGELES CA 90025-6821
REZAI, BAHRAM AND MAHBOBEH TRS	507 VIA MONTE DORO	REDONDO BEACH CA 90277-6647
RICHARDSON, KRISTAL M TR	10040 W CHEYENNE AVE STE 170 PMB 135	LAS VEGAS NV 89129-7704
RIVERA, SARAH K AND DIEGO A	938 W 223RD ST	TORRRANCE CA 90502-2245
ROISUM, THERESA R TR	37318 BLACKBURN RD	INDIO CA 92203-4877
ROLLINS LEASING CORP	2675 MORGANTOWN RD	READING PA 19607-9676
S K MOBILE HOMES PARK LLC	20327 REGINA AVE	TORRRANCE CA 90503-2513
S K MOBILE HOMES PARK LLC	3601 MICHELLE DR	TORRRANCE CA 90503-2506
SANCHEZ, ISRAEL AND BEVERLY TRS	22324 NORMANDIE AVE	TORRRANCE CA 90502-2351
SCHMITT, RONALD M AND GINA L	12401 PASADENA ST	WHITTIER CA 90601-3313
SCHWARTZ, JERROLD AND LUCY TRS	4636 SUGARHILL DR	ROLLING HILLS ESTATES CA 90274-1510
SCIALLA, RICK V	7744 BACON RD	WHITTIER CA 90602-2732
SCIALLA, RICK V AND SUSAN J	7841 CHATFIELD AVE	WHITTIER CA 90606-2401
SCOTT, SUREERAT T TR	13530 S BUDLONG AVE	GARDENA CA 90247-2030
SHARPE, IVAN F AND RUBY TRS	622 CANTARA LN	VISTA CA 92081-6355
SHUT UP AND SKI LLC	8105 KELLER RD	CINCINNATI OH 45243-1041
STARLIGHT MGMT 17 LP	4900 SANTA ANITA AVE STE 2C	EL MONTE CA 91731-1490
STAVROS, ANTHONY E CO TR ET AL	3444 MULLDAE AVE	SAN PEDRO CA 90732-4720
STEWART FILM SCREEN CORP	1161 SEPULVEDA BLVD	TORRRANCE CA 90502-2754
STEWART, VIRGIL C TR	1243 W 225TH ST	TORRRANCE CA 90502-2317
STORM PLAZA TORRRANCE LLC LESSOR	PO BOX 1610	COCKEYSVILLE MD 21030-7610
TABBAT LLC	13305 PENN ST STE 200	WHITTIER CA 90602-1728
TERIS, BRAD S TR	1036 ASHBRIDGE LN	HARBOR CITY CA 90710-1504
TOMIC, JUDITH C TR	29919 AVENIDA REFINIDA	RANCHO PALOS VERDES CA 90275-4513
TORRRANCE FILE AND STORAGE LLC	PO BOX 4468	LAGUNA NIGUEL CA 92677-1634
TOUBES, NORBERT TR	52 SILVER SADDLE LN	ROLLING HILLS ESTATES CA 90274-2466
VERMONT AVE LLC	22417 S VERMONT AVE	TORRRANCE CA 90502-2449
YOON, SEJEUNG AND LAM, THANH T	1101 E GARVEY AVE STE 208	MONTEREY PARK CA 91755-3055
ZONNI, MARCO CO TR	240 7TH ST	SEAL BEACH CA 90740-6153

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comadre.martha@yahoo.com
info@lanlt.org
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au@scag.ca.gov
ismael@ramcast.net
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loggins.shirley@yahoo.com
drew.hartsock@ferguson.com

BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	8/16/2023	
BOARD MEETING DATE	9/19/2023	
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)	Regional Planning	
SUBJECT	Santa Monica Mountains Habitat Impact Fee Update	
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	California Coastal Commission requires that the fee be updated to compensate for unavoidable impacts to sensitive habitats.	
COST & FUNDING	Total cost: \$ 0	Funding source:
	TERMS (if applicable):	
	Explanation:	
PURPOSE OF REQUEST	Board adoption of proposed Plan Amendment to the Local Coastal Program (LCP), which is part of the General Plan, and ordinance amending Title 22 (Planning and Zoning) to implement updated in-lieu fee for impacts to sensitive habitat in the Santa Monica Mountains (SMM).	
BACKGROUND (include internal/external issues that may exist including any related motions)	<p>The updated fee is a five-fold increase from the original fee provided by the Coastal Commission because it reflects current real costs of parcel acquisition and management in the SMM.</p> <p>The fee update is required by the LCP and Santa Monica Mountains North Area Plan (North Area). The in-lieu fee is intended to support conservation of sensitive habitat in the SMM and makes habitat protections consistent in the SMM North Area and Coastal Zone.</p> <p>The project will request that the Board include a motion to establish a special fund to receive the fees, which will be used for parcel acquisition and long-term management in the SMMs.</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 updated SMM Habitat Impact Fee supports habitat conservation, biodiversity, and open space priorities that are part of the General Plan Conservation and Natural Resources Element as well as the OurCounty Sustainability Plan.	
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Cameron Robertson, Senior Planner, crobertson@planning.lacounty.gov (213) 974-6461 Thuy Hua, Supervising Planner, thua@planning.lacounty.gov (213) 974-6461	

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

September 19, 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:

**HEARING ON THE SANTA MONICA MOUNTAINS HABITAT IMPACT FEE UPDATE
PROJECT NO. PRJ2023-000322-(3)
ADVANCE PLANNING CASE NO. RPPL2023000462
PLAN AMENDMENT NO. RPPL2023000732
PROJECT LOCATION: SANTA MONICA MOUNTAINS PLANNING AREA
(THIRD SUPERVISORIAL DISTRICT) (3-VOTES)**

SUBJECT

The recommended actions are to approve the Santa Monica Mountains Habitat Impact Fee Update, Project No. PRJ2023-000322-(3), Advance Planning Case No. RPPL2023000462, and Plan Amendment No. RPPL2023000732 ("Project"). The Project amends the General Plan to update the Santa Monica Mountains Local Coastal Program ("LCP") and amends Title 22 (Planning and Zoning) of the Los Angeles County Code to update the Santa Monica Mountains Local Implementation Plan ("LIP") and Santa Monica Mountains North Area Community Standards District ("SMMNA CSD").

The LCP mandates that the existing Habitat Impact Fee ("Existing Fee") be updated within five years of certification of the LCP. The Project fulfills that mandate. The Project provides continued protection of biological resources in the unincorporated Santa Monica Mountains, aligns the replacement costs for habitat impacts with actual costs, and directs funding for acquisition and long-term management of equivalent habitat where impacts to sensitive habitat are unavoidable and on-site restoration and mitigation is not possible. The project must also be approved by the California Coastal Commission.

A project summary is included as Attachment 1, the proposed LCP Plan Amendment is included as Attachment 2, the proposed Ordinance amending Title 22 (Planning and Zoning) is included as Attachment 3.

IT IS RECOMMENDED THAT THE BOARD AFTER THE PUBLIC HEARING,

1. Find that the Project is exempt from California Environmental Quality Act (CEQA) pursuant to state and local CEQA guidelines;
2. Find that the recommended Project is consistent with Chapter 3 policies of the California Coastal Act, Santa Monica Mountains Land Use Plan (LUP), and Santa Monica Mountains North Area Plan;
3. Indicate its intent to approve the Project as recommended by the Regional Planning Commission (RPC);
4. Instruct County Counsel to prepare the final Plan Amendment amending the General Plan and Ordinance amending Title 22 (Planning and Zoning) of the County Code, and to submit the final documents to the Board for its consideration;
5. Upon adoption, instruct Regional Planning to submit the Project to the California Coastal Commission for its consideration; and
6. Instruct Regional Planning to work with the necessary County departments to establish and administer the Santa Monica Mountains Habitat Impact Mitigation Account, with interest-bearing, to record funds generated for the acquisition, conservation, and long-term management of parcels containing H1/H2 and S1/S2 habitat in the Santa Monica Mountains.
7. Instruct the Los Angeles County Department of Parks and Recreation to administer the Santa Monica Mountains Habitat Impact Mitigation Special Fund subject to the parameters outlined in the Board letter.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS

The Project amends the two components of the LCP, the Santa Monica Mountains LUP and the Santa Monica Mountains LIP in Title 22, to replace the Existing Fee. The Project also amends the SMMNA CSD. The Project applies to the Santa Monica Mountains Coastal Zone and the Santa Monica Mountains North Area because they share the same biological resources and comparable land acquisition costs within the same mountain range. Furthermore, the SMMNA CSD's biological protection requirements were developed in close alignment with those in the LCP.

The Existing Fee provides applicants with the ability to pay an in-lieu fee for acquisition and preservation of equivalent habitat off-site when impacts to sensitive habitat are unavoidable and on-site restoration and mitigation is not possible. Per the LCP, “[unavoidable] impacts to H1 Habitat from the provision of less than a 100-foot H1 habitat buffer and/or to H2 Habitat from direct removal or modification, shall be compensated by the provision of a required in-lieu habitat impact fee, as a condition of approval of individual projects (CDP’s).”

Similarly, the SMMNA CSD requires that if “there is no feasible alternative that can eliminate all impacts to S1 habitat, then the alternative that would result in the fewest or least significant impacts shall be selected. Any development that would result in impacts to S1 habitat that cannot be avoided through the implementation of siting and design alternatives shall require a SEA Conditional Use Permit, pursuant to Section 22.336.050 (Application and Review Procedures) and subject to payment of Habitat Impact Fees.”

The funds generated by the Project are to be directed to the Santa Monica Mountains Habitat Impact Mitigation Account reserved for the acquisition and long-term management of parcels containing H1/H2 and S1/S2 habitat in the Santa Monica Mountains.

On April 19, 2023, the RPC held a public hearing to consider the Project and recommended that the Board of Supervisors (“Board”) consider and adopt the Project. The summary of proceedings for the RPC public hearing is included as Attachment 6 and the resolution approved by the RPC is included as Attachment 7.

KEY COMPONENTS:

Based on the findings by the Santa Monica Mountains Habitat Impact Fee Study (Attachment 4), the Project proposes \$83,478 per acre (from the current \$15,500 per acre) for the approved building site area, driveway/access roads and turnarounds areas, any required irrigated fuel modification zones, and required off-site brush clearance areas assuming a 200-foot radius from all structures, and \$20,870 per acre (from the current \$3,900 per acre) for non-irrigated on-site fuel modification areas. These fee levels will be adjusted for inflation annually and shall not require amendments to the LCP or SMMNA CSD.

The Project proposes that, with the Board’s direction, the Santa Monica Mountains Habitat Impact Mitigation Account be established as an interest-bearing account. The funds generated by the Project shall be directed to the Santa Monica Mountains Habitat Impact Mitigation Account and reserved for the acquisition, conservation, and long-term management of parcels containing H1/H2 and S1/S2 habitat in the Santa Monica Mountains.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

The Project supports the County’s Strategic Plan Goal II: Foster Vibrant and Resilient Communities, Strategy II.2.3: Prioritize Environmental Health Oversight and Monitoring; and

Strategy II.3: Make Environmental Sustainability Our Daily Reality by protecting important biological habitats, prioritizing environmental preservation, and promoting open space conservation.

FISCAL IMPACT/FINANCING

Adoption of the Project will not result in any significant new costs to the Regional Planning or other County departments and agencies. The Project includes a one percent administrative charge (based on land protection costs for a total of \$618 per acre) to cover County staff costs related to the administration of the Santa Monica Mountains Habitat Impact Mitigation Account.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

In addition to the public hearing conducted by the RPC on April 19, 2023, a public hearing before the Board is required pursuant to Section 22.232.040.B.1 of the County Code. Required notice (Attachment 8) has been given pursuant to the procedures and requirements set forth in Section 22.222.120 of the County Code. Additionally, 477 members of the public have been notified via email. The email notification list has been included as Attachment 9.

The Project is subject to public hearing by the California Coastal Commission pursuant to Section 22.44.700 of the County Code to amend the Santa Monica Mountains LCP. The Project must be submitted pursuant to the requirements of section 13551 et seq. of the California Code of Regulations and effectively certified by the Coastal Commission pursuant to Chapter 6, Article 2, of the California Coastal Act.

ENVIRONMENTAL DOCUMENTATION

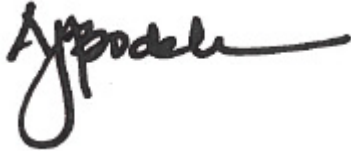
The Project is exempt pursuant to CEQA Guidelines Sections 15061(b)(3), 15265, and 15378(b)(4). The Project is covered by the 'common-sense' exemption that CEQA does not apply to projects that do not have the potential for causing a significant effect on the environment; that CEQA compliance is shifted from the local agency to the California Coastal Commission for local coastal programs; and that CEQA does not apply to funding and fiscal activities that do not involve commitment to projects that have potentially significant environmental impact, and therefore do not qualify as a 'project' (Exhibit E – Environmental Determination).

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the Project will not significantly impact County services.

Should you have any questions, please contact Cameron Robertson, Senior Regional Planner with the Environmental Planning and Sustainability Section, at (213) 974-6416 or crobertson@planning.lacounty.gov.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Amy Bodek', with a long horizontal flourish extending to the right.

AMY J. BODEK, AICP
Director of Regional Planning

AJB:CC:TH:CR

Attachments:

1. Project Summary
2. Draft Habitat Impact Fee Update Ordinance
3. Draft Santa Monica Mountains Local Coastal Plan Amendment
4. Santa Monica Mountains Habitat Mitigation Fee Study
5. Environmental Determination
6. Regional Planning Commission Hearing Proceedings
7. Regional Planning Commission Resolution
8. Hearing Notice
9. Notification List (email)

c: Executive Office, Board of Supervisors
County Counsel
Chief Executive Office
Auditor-Controller
Parks and Recreation

S_C_09192023_AP_BL_HIFU

**ATTACHMENT 1
PROJECT SUMMARY**

**COUNTY OF LOS ANGELES
DEPARTMENT OF REGIONAL PLANNING**

PROJECT SUMMARY

PROJECT DESCRIPTION:	The Santa Monica Mountains Habitat Impact Fee Update ("Project") amends the Santa Monica Mountains Local Coastal Program ("LCP") and Title 22 (Planning and Zoning) of the Los Angeles County Code to provide continued protection of biological resources in the unincorporated Santa Monica Mountains, align the replacement costs for habitat impacts with actual costs, and direct funding for acquisition and long-term management of equivalent habitat where impacts to sensitive habitat are unavoidable and on-site restoration and mitigation is not possible. The LCP mandates that the existing Habitat Impact Fee ("Existing Fee") be updated within five years of certification of the LCP. The Project proposes an updated Habitat Impact Fee and fulfills that mandate. The Project also applies to the Santa Monica Mountains North Area Community Standards District ("SMMNA CSD").
REQUEST:	Approval and adoption of Plan Amendment and Title 22 update.
LOCATION:	Santa Monica Mountains Planning Area
STAFF CONTACT:	Mr. Cameron Robertson at (213) 974-6416
RPC HEARING DATE(S):	April 19, 2023
RPC RECOMMENDATION:	Approval and recommendation to the Board to consider adoption of the Plan Amendment and Title 22 update.
MEMBERS VOTING AYE:	Commissioners Duarte-White, Louie, O'Conner, Moon, and Hastings
MEMBERS VOTING NAY:	None

ATTACHMENT 1 PROJECT SUMMARY

MEMBERS ABSENT: None

MEMBERS ABSTAINING: None

KEY ISSUES:

This Project satisfies the LCP requirement to update the Existing Fee. The Project proposes \$83,478 per acre (from the current \$15,500 per acre) for the approved building site area, driveway/access roads and turnarounds areas, any required irrigated fuel modification zones, and required off-site brush clearance areas assuming a 200-foot radius from all structures, and \$20,870 per acre (from the current \$3,900 per acre) for non-irrigated on-site fuel modification areas. The Project will be adjusted for inflation annually. Annual inflation adjustments to the Project shall not require amendments to the LCP or SMMNA CSD.

This action will require approval from the California Coastal Commission.

MAJOR POINTS FOR:

The Project balances landowners' ability to develop with the actual costs of permanently protecting equivalent habitat within the Santa Monica Mountains.

The Project prioritizes the preservation of biological habitats during the development review process, which implements the biodiversity policies in the LCP and Santa Monica Mountains North Area Plan.

The Project aligns habitat impact fees between Santa Monica Mountains Coastal Zone and North Area.

The Project supports a no-net-loss approach for land containing rare and biologically significant habitats in the Santa Monica Mountains through parcel acquisition and long-term management.

The Project promotes habitat and open space conservation.

The Project limits cumulative development impacts.

The Project supports the retention of rural and semi-rural character of the Santa Monica Mountains.

**ATTACHMENT 1
PROJECT SUMMARY**

The Project facilitates the acquisition and long-term management of important biological resources in the Santa Monica Mountains.

MAJOR POINTS AGAINST:

The Project represents a five-fold increase from the Existing Fee.

The Project requires establishment and administration of the Santa Monica Mountains Habitat Impact Mitigation Account.

**SANTA MONICA MOUNTAINS NORTH AREA AND COASTAL ZONE HABITAT
IMPACT FEE UPDATE ORDINANCE**

ORDINANCE NO. _____

An ordinance amending Title 22 (Planning and Zoning) to update the Habitat Impact Fee in the Coastal Zone Local Implementation Program and Santa Monica Mountains North Area Community Standards District.

SECTION 1. 22.44.1950 is hereby amended to read as follows:

22.44.1950 – Mitigation.

...

A. Resource Conservation Program. Unavoidable impacts to H1 habitat from the provision of less than a 100-foot H1 habitat buffer, and/or to H2 Habitat from direct removal or modification, shall be compensated by the following, at a minimum. At its sole election, the County may require restoration as mitigation instead of reliance on the Resource Conservation Program.

...

3. The County shall track and prepare an annual monitoring report at the end of each calendar year the RCP is in operation. The report for the calendar year shall itemize all acquisitions made that year, in addition to all of the following information:

...

f. The amount of the Habitat Impact fee as determined appropriate for each CDP in accordance with the following:

i. ~~Current In-Lieu Fee: During the first five years following certification of the LCP, or until an updated fee is certified through an LCP amendment, the County shall utilize the Coastal Commission's Habitat Impact Fee that was implemented through individual coastal development permit actions prior to certification of the LCP, adjusted for inflation.~~ The current fee amounts are:

(A) ~~\$15,500~~ \$83,478 per acre for the approved building site area, driveway/access roads and turnarounds areas, any required irrigated fuel modification zones, and required off-site brush clearance areas (assuming a 200-foot radius from all structures);

(B) ~~\$3,900~~ \$20,869 per acre for non-irrigated fuel modification areas (on-site);

ii. Updated In-Lieu Fee: The amount of the Habitat Impact Fee, approved through an amendment to the LCP, pursuant to subsection A.2 of this Section 22.44.1950, shall be used and adjusted for inflation annually. Annual adjustments for inflation to the in-lieu fee shall not require an amendment to the LCP.

...

B. Habitat Impact Fee. Unavoidable impacts to H1 Habitat from the provision of less than a 100-foot H1 habitat buffer and/or to H2 Habitat from direct removal or modification, shall be compensated by the provision of a required in-lieu habitat impact fee, as a condition of approval of individual projects (CDP's), in either of the cases described in subsection 1 or 2 below:

1. When the earliest of the following events occurs: a) the ten-year period of the RCP ends; or b) the cumulative amount of the Habitat Impact Fee required for

issued CDPs exceeds \$2,000,000; or c) at such time as the County elects to discontinue the RCP.

2. When approved confined animal facilities result in the expansion of the required fuel modification area of the principal permitted use and/or equestrian pasture is approved outside the required fuel modification area of the principal permitted use on a property, pursuant to subsection D or E of Section 22.44.1940.

~~3. The amount of the habitat impact fee, on a per-acre basis, will be determined by the in-lieu fee study required pursuant to subsection A2 of Section 22.44.1950. No CDPs that involve impacts to H1 habitat from the provision of less than a 100-foot H1 habitat buffer and/or to H2 habitat from direct removal or modification may be processed until the amount of the in-lieu fee is incorporated into this LCP through an LCP amendment, subject to the provisions of Section 22.44.700, that is certified by the Coastal Commission.~~

~~4.3.~~ A determination of the total area of H1 and/or H2 Habitat impacted by a project and the total fee amount required (based on the fee per acre multiplied by the total area of habitat impacted) shall be included in the findings of every coastal development permit approved for development that is subject to the provisions of this policy. A condition of approval on each coastal development permit for development subject to the provisions of this subsection, shall require the payment of the in-lieu fee into the "Habitat Impact Fund" administered by the County. The proceeds of the "Habitat Impact Fund" shall be used by the County to purchase and permanently preserve properties that contain substantial areas of H1 and/or H2 habitat in the coastal zone of the Santa Monica Mountains.

...

SECTION 2. 22.336.060 is hereby amended to read as follows:

22.336.060 – Biological Resource Standards.

A. Biological Resources

...

4. Development Standards for Habitat Categories

...

f. Streams. Development shall be prohibited in streams, except where it has been demonstrated that there is no feasible less-environmentally-damaging alternative and where feasible mitigation measures have been provided to minimize adverse environmental effects. Such development shall be subject to mitigation fees ~~when a mitigation fee is adopted~~, be consistent with this [Section 22.336.060](#), and be limited to the following uses:

...

10. Habitat Impact Fees. ~~Reserved.~~ Unavoidable impacts to S1 Habitat from the provision of less than a 100-foot S1 habitat buffer and/or to S2 Habitat from direct removal or modification, shall be compensated by the provision of a required in-lieu habitat impact fee, as a condition of approval of individual projects.

a. In-Lieu Fee Amount:

i. \$83,478 per acre for the approved building site area, driveway/access roads and turnarounds areas, any required irrigated fuel modification

zones, and required off-site brush clearance areas (assuming a 200-foot radius from all structures);

ii. \$20,869 per acre for non-irrigated fuel modification areas (on-site);

b. Updated In-Lieu Fee: The amount of the Habitat Impact Fee shall be adjusted for inflation annually. Annual adjustments for inflation to the in-lieu fee shall not require an amendment to the SMMNA CSD.

c. A determination of the total area of S1 and/or S2 Habitat impacted by a project and the total fee amount required (based on the fee per acre multiplied by the total area of habitat impacted) shall be included in the findings of every permit approved for development that is subject to the provisions of this policy. A condition of approval on each permit for development subject to the provisions of this subsection, shall require the payment of the in-lieu fee into the "Habitat Impact Fund" administered by the County. The proceeds of the "Habitat Impact Fund" shall be used by the County to purchase and permanently preserve properties that contain substantial areas of S1 and/or S2 habitat in the Santa Monica Mountains North Area.

...

AMENDMENT TO THE SANTA MONICA MOUNTAINS LAND USE PLAN

...

CO-86a Unavoidable impacts to H1 habitat from the provision of less than a 100-foot H1 habitat buffer, and/or to H2 habitat from direct removal or modification, shall be compensated by the following, at a minimum.

...

- The number of acres of each sensitive habitat classification allowed to be developed or otherwise impacted from issued CDPs: a) in the previous year, and b) cumulatively since the starting date of the RCP;
- The amount of the Habitat Impact fee determined appropriate for each CDP in accordance with the following:
 1. ~~Current In-Lieu Fee: During the first five years following certification of the LCP, or until an updated fee is certified through an LCP amendment, the County shall utilize the Coastal Commission's Habitat Impact Fee that was implemented through individual coastal development permit actions prior to certification of the LCP, adjusted for inflation. The current fee amounts are:~~
 - ~~\$15,500~~ \$83,478 per acre for the approved building site area, driveway/access roads and turnarounds areas, any required irrigated fuel modification zones, and required off-site brush clearance areas (assuming a 200-foot radius from all structures).

- ~~\$3,900~~ \$20,869 per acre for non-irrigated fuel modification areas (on-site).

2. Updated In-Lieu Fee: The amount of the Habitat Impact Fee, approved through an amendment to the LCP pursuant to subsection b above, shall be used and adjusted for inflation annually. Annual adjustments for inflation to the in-lieu fee shall not require an amendment to the LCP.
 - A table or tables depicting the cumulative acreage of impact from issued CDPs in relation to the acreage acquired and preserved pursuant to the RCP, the cumulative amount of the Habitat Impact Fee that would otherwise have been required for the issued CDPs, and monies spent and monies remaining under the RCP. All acres of habitat shall be categorized by the number of acres of each sensitive habitat classification impacted/acquired; and
 - A summary of other restoration or enhancement efforts in the Santa Monica Mountains, such as TDCs, donation of other property, and grants for further funding of the RCP.

...

CO-86b Unavoidable impacts to H1 Habitat from the provision of less than a 100-foot H1 habitat buffer and/or to H2 Habitat from direct removal or modification, shall be compensated by the provision of a required in-lieu habitat impact fee, as a condition of approval of individual projects (CDP's), in each of the following cases:

- a. When the earliest of the following events occurs: 1) the ten-year period of the RCP ends; or 2) the cumulative amount of the Habitat Impact Fee required for

issued CDPs exceeds \$2,000,000; or 3) at such time as the County elects to discontinue the RCP.

- b. When confined animal facilities and/or equestrian pasture are approved outside the required fuel modification area of the principal permitted use on a property pursuant to Policy CO-57, CO-103 or CO-104.

~~The amount of the habitat impact fee, on a per-acre basis, will be determined by the in-lieu fee study required pursuant to subsection b of Policy CO-86a above. No CDPs that involve impacts to H1 habitat from the provision of less than a 100-foot H1 habitat buffer and/or to H2 habitat from direct removal or modification may be processed until the amount of the in-lieu fee is incorporated into this LCP through an LCP amendment that is certified by the Coastal Commission.~~

A determination of the total area of H1 and/or H2 Habitat impacted by a project and the total fee amount required (based on the fee per acre multiplied by the total area of habitat impacted) shall be included in the findings of every coastal development permit approved for development that is subject to the provisions of this policy. A condition of approval on each coastal development permit for development subject to the provisions of this policy shall require the payment of the in-lieu fee into the "Habitat Impact Fund" administered by the County. The proceeds of the "Habitat Impact Fund" shall be used by the County to purchase and permanently preserve properties that contain substantial areas of H1 and/or H2 habitat in the coastal zone of the Santa Monica Mountains.

...

Technical Report

Santa Monica Mountains Habitat Mitigation Fee Update

The Economics of Land Use



**Jodi McGraw
Consulting**

Prepared for:
County of Los Angeles

Prepared by:
Economic & Planning Systems, Inc. (EPS)
Jodi McGraw Consulting (JMc)

EPS #184044

February 2023

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Suite 410
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Sacramento
Denver
Los Angeles*

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1. Introduction and Summary of Findings

Study Introduction

The Local Implementation Plan (LIP) of the Local Coastal Program (LCP) for the Santa Monica Mountains (County of Los Angeles 2014) requires the County of Los Angeles (“County”) to charge a Habitat Mitigation Fee (“Mitigation Fee”) on projects that impact sensitive ecological resource areas designated as H1 and H2 habitats in the LCP, which include riparian, wetland, oak woodland, grassland, coastal scrub, and chaparral. The fee is to be used to protect H1 and H2 habitat to compensate for impacts to these resources by development and related projects permitted by the County in the Coastal Zone.

In 2014, the County adopted the California Coastal Commission’s (CCC) Mitigation Fee as part of the LIP (County of Los Angeles 2018), with an understanding that the fee would be updated by the County at a later date. As indicated by County staff, the updated Mitigation Fee will also apply in the Santa Monica Mountains North Area Plan and Community Standards District that regulates the northern portion of the Santa Monica Mountains outside of the Coastal Zone. These plans have established habitat categories S1 and S2, similar to the H1 and H2 in the LCP.

Economic & Planning Systems, Inc. (EPS) and Jodi McGraw Consulting (JMc) – together the “Consultant Team” – have worked closely with County staff to complete this Mitigation Fee Update. The updated Mitigation Fee includes three fee components—habitat protection, land management, and administration—which are described in more detail below. The updated fee maintains the current program structure in the LIP, which charges two per-acre fees based on the following impacts (County of Los Angeles 2018, page 553):

1. **Building Site and Adjacent Impacts Fee:** Charged for the approved building site area, driveway/ access roads and turnaround areas, any required irrigated fuel modification zones, and required off-site brush clearance areas.
2. **Non-Irrigated Fuel Modification Fee:** Charged for the areas located on the property that are subject to fuel modification required by the Fire Department for lawfully-established structures.

The following sections of this chapter summarize the project approach and key findings of the analysis, including the updated fee levels. The remainder of the report details the analysis conducted by the Consultant Team to establish the updated fee levels.

Project Approach

The Consultant Team, with guidance and support from County staff, conducted the following steps to develop the updated Mitigation Fee:

1. **Program Document Review:** The Consultant Team reviewed the relevant documents for the Santa Monica Mountains LIP (in particular, Section 22.44.1950) and the Santa Monica Mountains North Area Plan, and met with County Planning staff, to understand the habitat mitigation fee program.
2. **Stakeholder Interviews:** In 2019, the Consultant Team interviewed representatives from several public and non-profit organizations involved in habitat preservation, restoration, and management in the Santa Monica Mountains (**Figure 1**). These interviews provided insights into current conservation activities and their costs as well as expected future conservation efforts and associated issues, such as land availability, as well as restoration and management issues.

In 2022, the Consultant Team met with representatives from the same conservation organizations, as well as with representatives of the California Coastal Commission, to discuss and refine the key assumptions to be used in the fee update analysis and receive feedback and additional documentation as relevant.

3. **Define Fee Program Parameters:** Using the information from items 1 and 2, the Consultant Team identified the mitigation requirements and associated cost categories for the mitigation fee (detailed in **Chapter 2**). County staff reviewed the identified mitigation requirements and refinements were made based on County direction.
4. **Technical Analysis:** Building from the fee program parameters from item 3 and the insights provided by the stakeholder groups, the Consultant Team developed an approach to estimating mitigation costs by category using available data. The Consultant Team then conducted additional research and technical analysis to develop mitigation costs estimates on a per-acre basis. These estimates were combined to provide potential updated mitigation fees. County staff reviewed the estimates and refinements were made based on County feedback, resulting in the findings presented in this report.

Figure 1 Stakeholders Interview and Meeting Participants**California State Parks (Angeles District)**

Suzanne Goode, Sr. Environmental Scientist
 Danielle LeFer, Environmental Scientist
 Lori Harrod, Superintendent

National Park Service (Santa Monica Mountains National Recreation Area)

Melanie Beck, Outdoor Recreation Planner
 Joseph Algiers, Restoration Ecologist
 Justin Yee, Outdoor Recreation Planner

Resource Conservation District

Clark Stevens, Executive Director
 Rosi Dagit, Sr. Conservation Biologist
 Dan Cooper, Sr. Conservation Biologist

**Mountains Recreation and Conservation Authority/
Santa Monica Mountains Conservancy**

Paul Edelman, Deputy Director
 Chad Christensen, Deputy Chief, Natural Resources and Planning
 Chris Trumpy, Project Analyst

TreePeople Land Trust

Kevin Gaston, Deputy Director

California Coastal Commission

Deanna Christensen - District Supervisor
 Steve Hudson - District Director
 Jonna Engel - Senior Ecologist
 Barbara Carey - District Manager
 Walt Deppe - Coastal Program Analyst
 Mary Matella - Environmental Scientist

LA County 3rd District Supervisor's Office

Danielle Zapata - Senior Deputy, Planning
 Timothy Lippman

Updated Mitigation Fee Level

The current habitat Mitigation Fee was established in 2014 and applies to Coastal Development Permits granted to new activity affecting the H1 and H2 habitat areas of the Santa Monica Mountains. The Mitigation Fee was set by the CCC as follows: \$15,500 per acre for building site and adjacent impacts, and \$3,900 per acre for non-irrigated fuel modification.

The updated 2022 Mitigation Fee includes a building site and adjacent impacts fee of **\$83,478 per acre**, and a non-irrigated fuel modification fee of **\$20,870 per acre**. The fees would apply to new Coastal Development Permits for activities affecting both the H1 and H2 habitat areas as well as S1 and S2 habitat areas in the Santa Monica North Area Plan. The component parts of the fee are shown in **Table 1** and include the following elements:

- **Habitat Protection**
 - **Land Acquisition:** The primary cost of the fee program is the protection of habitat through fee-title acquisition. The planning-level value of suitable land is estimated at about \$61,770 per acre.
 - **Transaction Costs:** There are a range of costs that are associated with land acquisition beyond the value of the land. These costs include site evaluations, inspections, appraisals, and legal documents. They typically represent between 2.5 and 5 percent of land values.¹ Based on feedback from stakeholders and County staff regarding the level of effort and associated costs to conduct land transactions, the transaction costs for this analysis were assumed to be 5 percent of land value, or about \$3,090 per acre.
- **Stewardship/ Land Management:** The \$18,000 per acre land management component of the fee is designed to cover long-term management of the acquired habitat. The calculation of the component assumes that the fee revenue will be placed into a non-depleting endowment sufficient to generate \$585 per acre per year for land management/ stewardship costs.
- **County Administrative Charges:** The administrative charge for County oversight of the fee program has been set at 1 percent of the habitat protection fee component, or \$618 per acre. This level is at the low end of typical administrative charges for fee programs.²

¹ For example, the South Sacramento Habitat Conservation Plan incorporates a five percent land transaction cost estimate.

² For example, the City of Santa Monica parks and recreation development impact fee incorporates a two percent administrative charge.

Table 1 Updated Habitat Mitigation Fee: Components and Total Per Acre

Fee Component	Fee Amount (Per Acre of Impacted Land)
Habitat Protection	
Land Acquisition	\$61,770
Transaction Costs	\$3,090
Land Management	\$18,000
Administrative Charge	\$618
Building Site and Adjacent Impacts Fee	\$83,478
Non-Irrigation Fuel Modification Fee [1]	\$20,869

[1] The non-irrigated fuel modification fee is equal to 25% of the building site and adjacent impact fee, aligned with the proportionality between the two fees in the current fee program.

Source: JMc; EPS

The Mitigation Fee program also has two unique implementation characteristics:

- **County Mitigation Funding/Crediting**

The County committed to spending at least \$2 million on the acquisition and preservation of H1 and H2 habitats through the Resource Conservation Program (RCP), a component of the LIP. To date, the County has fulfilled this obligation. The RCP also stipulates that this \$2 million commitment will be credited towards the mitigation fee obligations of new development projects until the funding is depleted and/or the program sunsets on October 10, 2024. Given that only \$28,451 in fee obligations have been incurred during the program to date, project developers may not need to make any direct payments until the program sunsets.

The RCP funding does not cover the impacts of confined animal facilities extending beyond the fuel modification area required for a permitted residence, for which landowners must pay the mitigation fee directly even before the RCP funding is depleted or the program sunsets.

- **Pass-Through of Funds**

The funding associated with the RCP is passed through to conservation organizations active in the Santa Monica Mountains. To date, these mitigation funds, as well as additional County funds, have been used to support several land acquisitions by conservation organizations. It is assumed that any fee revenues collected for stewardship/ management purposes through the updated fee program will also be passed through to the conservation organizations for appropriate use.

2. Fee Program Parameters

The Mitigation Fee contains three potential components. The habitat protection component is a definitive requirement of the LIP. The habitat management and program administration components are not specifically identified in the LIP but have been identified by the County as components which they are interested in incorporating into the fee.

- 1. Habitat Protection.** Habitat protection is required for impacts to H1/ H2 and S1/S2 habitats, per Section 22.44.1950, Subsections A and B of the LIP. The mitigation ratio is 1:1, meaning that for every acre of impact, an acre of habitat must be protected. The Consultant Team developed planning-level land value estimates based on a review of available land transactions data and the insights from interviews with organizations active in land protection in the Santa Monica Mountains. An additional habitat protection fee component is also estimated to cover typical land transaction costs (e.g., site evaluations, appraisals, etc.).
- 2. Habitat Management.** It may also be appropriate to incorporate into the fee program the costs of ongoing land management/ stewardship, which will be necessary to maintain the habitat values of protected lands through time. The Consultant Team reviewed available studies of land management/ stewardship costs to develop an average cost. This was then converted into a non-depleting endowment cost, where the endowment investment represents the amount of funding required to support ongoing land management.
- 3. Program Administration.** Many mitigation fee programs incorporate a cost associated with fee program administration. The Consultant Team provided a potential allocation for administrative costs.

The technical analysis utilized to estimate each of these components is detailed in the following chapter.

3. Technical Analysis

Habitat Protection Costs

Data Collection

To estimate the planning-level value of land to be protected through the mitigation fee program, the Consultant Team utilized land acquisitions data provided by the Mountains Recreation & Conservation Authority (MRCA) and the County's Open Space District (OSD). The MRCA provided data on 17 unique acquisitions, and the County OSD provided data on three unique acquisitions. The data included sale price, sale date, property acreage, and property address and parcel number. Acquisitions are located in the Santa Monica Mountains, range in size from 2.5 acres to 155.2 acres, occurred between 2017 and 2022, and were sold for between \$47,000 and \$28 million (in nominal dollars).

Refinement of Acquisition Dataset

To create a dataset that would be most representative in estimating land values, the Consultant Team excluded some of the land acquisitions from its analysis that were considered outliers or otherwise skewed the goal of estimating sales price per acre by parcel size. These excluded acquisitions included:

1. Seven acquisitions provided by the MRCA for which the sale price was categorized as "bargain," suggesting that it was acquired for less than market value; and
2. One acquisition provided by the MRCA that was located within the incorporated city of Malibu, rather than within unincorporated Los Angeles County where habitat mitigation land would be acquired.

Land Costs Analysis and Summary

The final analyzed dataset included 12 acquisitions, as shown in **Table 2**. Given that these sales occurred between 2017 and 2022, all total sale prices and associated prices per acre were escalated to 2022 dollars, using the Bureau of Labor Statistics' (BLS) Consumer Price Index (CPI) Inflation Calculator.³ Using the escalated numbers, the Consultant Team calculated the estimated weighted average land value in the Santa Monica Mountains to be **\$61,770 per acre**.

³ The CPI Inflation Calculator can be accessed at https://www.bls.gov/data/inflation_calculator.htm.

Table 2 Details for Acquisitions Dataset

Property	Acquisition Date	Number of Parcels	Acres	Sale Price	Price per Acre	2022 Price per Acre [1]
AGOURA HILLS - WELKIN TRADING	8/22/2018	1	98.5	\$200,000	\$2,030	\$2,385
TRIANGLE RANCH	4/2/2018, 9/26/2018, 9/19/2018, 11/30/2021	8	320.6	\$27,968,750	\$87,245	\$102,514
OLD TOPANGA CANYON- CALABASAS PEAK MTWY	5/28/2019	3	30.1	\$585,000	\$19,436	\$22,486
CALABASAS PEAK MOTORWAY- CROWN PARK HOLDINGS	1/24/2020	1	10.1	\$250,000	\$24,652	\$28,313
ROCKY LEDGE 1809 TUNA CYN RD	2/14/2017	1	6.3	\$220,000	\$35,010	\$42,579
CARBON CANYON- MILLS	6/26/2020	7	90.8	\$1,930,000	\$21,262	\$24,436
ENCINAL CANYON- PACIFIC RIM PROPERTIES	1/03/2019	1	2.5	\$190,000	\$76,183	\$89,671
FRAN PAVLEY MEADOWS	1/4/2017	1	72.2	\$6,011,726	\$83,281	\$101,607
LIBERTY CANYON WILDLIFE CORRIDOE ACQUISITION	6/15/2017	1	4.6	\$750,000	\$164,474	\$198,933
MULHOLLAND HEADWATERS	6/26/2020	7	135.7	\$1,600,000	\$11,792	\$13,552
MALIBU COASTAL SLOPE (LAUBER)	5/8/2020	3	23.1	\$3,200,000	\$138,468	\$160,007
UPPER TOPANGA CANYON	2/11/2022	2	30.0	\$360,000	\$12,000	\$12,531
Total		36	824.4	\$43,265,476		
Median		2	30.0	\$667,500	\$29,831	\$35,446
Average		3.0	68.7	\$3,605,456		
Weighted Average					\$52,478	\$61,770

[1] Sale prices inflated to 2022 dollars utilized BLS CPI Inflation Calculator (https://www.bls.gov/data/inflation_calculator.htm)

Sources: MRCA; Los Angeles County; BLS; EPS

Habitat Management Costs

The Consultant Team also estimated the costs to conduct long-term management/ stewardship of acquired habitat land. These costs were included in the analysis in recognition that organizations acquiring the land with habitat mitigation fees will be taking on stewardship responsibilities and associated costs needed to sustain habitat values for which the land was protected.

Definition

While the term “management” has a variety of definitions, for the purposes of this study the Consultant Team assumed the definition to encompass activities conducted to address current or future threats to habitat and ensure that protected lands sustain the conservation values for which they were protected. These include recurring or ongoing treatments to prevent negative impacts to habitat, such as controlling invasive plants. It also includes monitoring designed to assess conditions and track changes over time to evaluate the effectiveness of management and inform changes to management treatments. It is anticipated that management activities will occur on an ongoing basis to sustain conservation values.

Land Management Costs Methodology and Summary

To estimate the per-acre costs for land management, the Consultant Team reviewed a 2004 study conducted by the Center for Natural Lands Management (CNLM) documenting the land management costs for 28 preserves located in California, Arizona, and Oregon. The Consultant Team isolated the 12 smallest preserves included in the study, ranging in size from 15 to 796 acres (see **Table 3**). This subset was selected to reflect expectations concerning the size and contiguity of future acquisitions in the Santa Monica Mountains.

The CNLM study found that the per-acre cost of managing these 12 preserves ranged from \$3,600 to \$450,000 per year (in 2004 dollars), with an average cost of \$366 per acre per year (CNLM 2004). The study noted that the large range reflects a variety of factors, including the size of the preserve (due to the economies of scale inherent in land management); and the types and intensity of management, with some preserves being subject to more intensive management and monitoring while others received only habitat maintenance. When adjusted for inflation, the dataset has a weighted average land management cost of approximately \$585 per acre per year (in 2022 dollars).

Due to the annual nature of land management/ stewardship costs and the importance of long-term stewardship, annual costs are often converted into one-time, non-depleting endowment equivalents in the formation of mitigation fees. Based on the practice of several regional habitat conservation plans (HCPs) in California, as well as feedback received from the conservation organization stakeholders, an average annual inflation-adjusted return of about 3.25 percent (after transaction costs are taken into account)

was assumed for the endowment.⁴ Based on this rate, \$18,000 per acre impacted would need to be contributed to a non-depleting endowment in order to fund an annual long-term management cost of \$585 per acre managed.

Table 3 Comparable Preserves for Land Management Costs

Preserve	Acres	Annual Cost (2004)	2004 Per Acre Cost	2022 Per Acre Cost [1]
Jewel	27	\$57,134	\$2,116	\$3,385
Hassayampa	333	\$453,531	\$1,362	\$2,179
Carpinteria	120	\$178,110	\$1,484	\$2,374
Weathers	14	\$4,959	\$362	\$579
Roberts Island	20	\$3,648	\$182	\$292
Agate Desert	53	\$25,242	\$476	\$762
Jackson-Frazier	144	\$141,481	\$980	\$1,569
Camp Polk	148	\$65,285	\$441	\$706
Mud Slough	320	\$19,983	\$62	\$100
Upper Verde	796	\$100,425	\$126	\$202
Laguna	539	\$61,948	\$115	\$184
Bryte Ranch	573	\$17,841	\$31	\$50
Total	3,087			
Weighted Average			\$366	\$585

[1] Management costs inflated to 2022 dollars utilized BLS CPI Inflation Calculator
(https://www.bls.gov/data/inflation_calculator.htm)

Source: CNLM; BLS; EPS

Program Administration Costs

The County allocates staff time and resources to oversee the habitat mitigation fee program, including passing revenues on to the appropriate organizations, writing staff reports, and engaging consultants as needed. Similar to other mitigation fee programs, the County can incorporate an administrative charge into the fee program. Administrative costs associated with fee programs are often in the one to three percent range of total fee program costs, though can be substantially higher when an actual staff budget and cost is developed.⁵ A one percent administrative charge (based on land protection costs) has been assumed in this case, for a total of \$618 per acre.

⁴ It is important to note that different agencies/ organizations may have restrictions on how they can manage and invest such funds that could affect the expected rate of return.

⁵ For example, the City of Santa Monica parks and recreation development impact fee program includes a two (2) percent administrative charge, consistent with this common range for fee programs. Regional Habitat Conservation Plan fee programs do, however, often require new and more significant staffing resulting in higher administration costs; e.g., over five (5) percent in the case of the South Sacramento County Habitat Conservation Plan (County of Sacramento et al., 2018).

Mitigation Fee

The fee components above were used to calculate a building site and adjacent impacts fee and an on-site non-irrigated fuel modification fee, consistent with the current program structure in the LIP (County of Los Angeles, 2018, page 553).

Building Site and Adjacent Impacts Fee

The building site and adjacent impacts fee is charged for the approved building site area, driveway/access roads and turnaround areas, any required irrigated fuel modification zones, and required off-site brush clearance areas. The per-acre fee was calculated as the sum of the habitat acquisition, land management, and program administration fees, and is **\$83,478 per acre** of land impacted (see **Table 1**).

Non-Irrigated Fuel Modification Fee

As part of the County's current Mitigation Fee program, activities involving non-irrigated fuel modification on-site as required by the Fire Department in the Santa Monica Mountains are assessed a fee equivalent to 25 percent of the fee levied on activities related to building sites and adjacent impacts. Per County guidance, the Consultant Team calculated the updated non-irrigated fuel modification fee at the same 25 percent proportion of the updated building site and adjacent impacts fee, or **\$20,869 per acre** (see **Table 1**).

4. Potential Future Fee Levels

Section 22.44.1950 of the Santa Monica Mountains Land Use Plan states that the approved Mitigation Fee will be “adjusted for inflation annually” (County of Los Angeles 2014). To provide an order of magnitude estimate of the fee level over the next five years, the Consultant Team applied an annual inflation factor of three percent to the updated fee levels of \$83,478 and \$20,869, as shown in **Table 4**. This inflation factor is the average of the annual consumer price index (CPI) increase over the past five full years (from 2017 to 2021) for the Los Angeles-Long Beach-Anaheim Metropolitan Statistical Area (MSA), as reported by the Bureau of Labor Statistics.⁶ While this calculation provides a reasonable estimate for projected fee levels based on historical levels of inflation, the actual fee charged will have to be calculated by the County each year based on the actual change in the CPI for the Los Angeles-Long Beach-Anaheim MSA.

Table 4 Projected Future Fee Levels Per Acre Through 2027

Year	Projected Fee Level (Per Acre)*	
	Building Site and Adjacent Impacts	Non-Irrigated Fuel Modification
2022	\$83,478	\$20,869
2023	\$85,982	\$21,496
2024	\$88,561	\$22,140
2025	\$91,218	\$22,805
2026	\$93,955	\$23,489
2027	\$96,774	\$24,193

*Projected fee level estimated using three percent annual inflation factor.

Source: BLS; EPS

⁶ <https://www.bls.gov/cpi/data.htm>



Appendix A: References

Center for Natural Lands Management (CNLM). 2004. Natural Lands Management Cost Analysis: 28 Case Studies. Prepared for the Environmental Protection Agency. October 2004. 22 pages.

County of Los Angeles. 2014. Santa Monica Mountains Land Use Plan: A component of the Santa Monica Mountains Local Coastal Program. Adopted 2014. 159 pages.

County of Los Angeles. 2018. Santa Monica Mountains Local Implementation Program. Amended February 2018. 623 pages.

County of Los Angeles. 2019. Assessor's parcel data.[GIS data].

County of Sacramento, City of Rancho Cordova, City of Galt, Sacramento County Water Agency, Sacramento Regional County Sanitation District, and the Southeast Connector Joint Powers Authority. 2018. Final South Sacramento Habitat Conservation Plan. January 2018. Sacramento, CA.

PROPOSED ENVIRONMENTAL DETERMINATION

DETERMINATION DATE: April 19, 2023
PROJECT NUMBER: PRJ2023-000322-(3)
PERMIT NUMBER(S): Advance Planning Case No. RPPL2023000462, Plan Amendment No. RPPL2023000732
SUPERVISORIAL DISTRICT: 3
PROJECT LOCATION: Santa Monica Mountains Planning Area
CASE PLANNER: Cameron Robertson, Regional Planner
crobertson@planning.lacounty.gov

Los Angeles County ("County") completed an initial review for the above-mentioned project. Based on examination of the project proposal, the County proposes that an Exemption is the appropriate environmental documentation under the California Environmental Quality Act ("CEQA"). The project qualifies as exempt pursuant to CEQA Guidelines Sections 15061(b)(3), 15265, and 15378(b)(4). The project is covered by the 'common-sense' exemption that CEQA does not apply to projects which do not have the potential for causing a significant effect on the environment; that CEQA compliance is shifted from the local agency to the California Coastal Commission for local coastal programs; and that CEQA does not apply to funding and fiscal activities which do not involve commitment to projects that have potentially significant environmental impact and therefore do not qualify as a 'project.'

The Project does not trigger or prompt the construction or alteration of facilities nor does it alter the intended uses and intensities planned for at any location already contemplated by the General Plan, its component Area or Community Plans, Specific Plans, or Title 22 of the Los Angeles County Code. No construction activities are proposed or authorized by this project.

ATTACHMENT TO NOTICE OF EXEMPTION

LOS ANGELES COUNTY

HABITAT IMPACT FEE UPDATE

Protect Title: Santa Monica Mountains Habitat Impact Fee Update

Project Applicant: Los Angeles County Department of Regional Planning

Project Location: Unincorporated Los Angeles County.

Description: The Santa Monica Mountains Habitat Impact Fee Update (“Project”), amends the Santa Monica Mountains Local Coastal Program (“LCP”) and Title 22 (Planning and Zoning) of the Los Angeles County Code. The LCP mandates that the existing Habitat Impact Fee (“Existing Fee”) be updated within five years of certification of the LCP. The Project proposes an updated Habitat Impact Fee (“Updated Fee”) and fulfills that mandate.

The Project amends the two components of the LCP, the Santa Monica Mountains Land Use Plan and the Santa Monica Mountains Local Implementation Plan in Title 22, to replace the Existing Fee with the Updated Fee. The Project also amends Santa Monica Mountains North Area Community Standards District (“SMMNA CSD”), which has a reserved section for the Updated Fee.

Exemptions:

CEQA Guidelines Section 15061(b)(3)

CEQA Guidelines Section 15265

CEQA Guidelines Section 15378(b)(4)

Reasons why the project is exempt:

Staff recommends that this project is exempt pursuant to California Environmental Quality Act (“CEQA”) Guidelines Sections 15061(b)(3), 15265, and 15378(b)(4). The project is covered by the ‘common-sense’ exemption that CEQA does not apply to projects which do not have the potential for causing a significant effect on the environment; that CEQA compliance is shifted from the local agency to the California Coastal Commission for local coastal programs; and that CEQA does not apply to funding and fiscal activities which do not involve commitment to projects that have potentially significant environmental impact and therefore do not qualify as a ‘project.’

The Project does not trigger or prompt the construction or alteration of facilities nor does it alter the intended uses and intensities planned for at any location already contemplated by the General Plan, its component Area or Community Plans, Specific Plans, or Title 22 of the Los Angeles County Code. No construction activities are proposed or authorized by this project.

CEQA Guidelines Section 15061(b)(3) – Review for Exemption

A project is exempt from CEQA if the activity is covered by the common-sense exemption that CEQA applies only to projects, which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA.

This Project updates the existing in-lieu fee in the current LCP, and implements the Updated Fee in the SMMNA CSD in the reserved code section. The Project is more protective of natural resources than the existing County Code and no construction activities are proposed or authorized by this project. The Project results in no foreseeable impacts to the environment therefore qualifies for the 'common-sense' exemption.

CEQA Guidelines Section 15265 – Adoption of Coastal Plans and Programs

CEQA does not apply to activities and approvals pursuant to the California Coastal Act (commencing with Section 30000 of the Public Resources Code) by [any] local government, as defined in Section 30109 of the Public Resources Code, necessary for the preparation and adoption of a local coastal program.

The section shifts the burden of CEQA compliance from the local government, in this case Los Angeles County, to the California Coastal Commission. The Coastal Commission's program of certifying local coastal programs and long-range land use development plans has been verified under Section 21080.5, Public Resources Code.

CEQA Guidelines 15378(b)(4) - Project

A project does not include the creation of government funding mechanisms or other government fiscal activities which do not involve any commitment to any specific project which may result in a potentially significant physical impact on the environment.

This Project updates the existing in-lieu fee level for mitigation of habitat impacts and does not specify any commitment to fund any specific project that could result in any impacts to the environment. The Project therefore does not qualify as a 'project' under CEQA.

**SUMMARY OF PROCEEDINGS
REGIONAL PLANNING COMMISSION
SANTA MONICA MOUNTAINS HABITAT IMPACT FEE UPDATE
PROJECT NO. PRJ2023-000322-(3)
ADVANCE PLANNING CASE NO. RPPL2023000462**

April 19, 2023 Regional Planning Commission Hearing

On April 19, 2023 the Regional Planning Commission (“Commission”) conducted a duly-noticed public hearing to consider the Santa Monica Mountains Habitat Impact Fee Update (“Project”).

Regional Planning staff (“staff”) provided the Commission with an overview of the Project, the project background, and a summary of the fee study conducted to determine the appropriate fee level. Staff presented how the Project meets the intent of the LCP and ensures consistency for protection of biological resources throughout the Santa Monica Mountains.

Discussion

A representative from the Mountains Recreation and Conservation Authority spoke in favor of the Project. No opposition was received during the public hearing.

The Commission asked staff about the relationship between conservation efforts in the Santa Monica Mountains and how they are coordinated to provide comprehensive protection, conservation, and preservation of biological resources. Staff responded that the Project covers long-term management requirements and the costs are not duplicative or covered by other agencies.

The Commission closed the public hearing and voted unanimously to recommend approval of the Project to the Board of Supervisors.

ATTACHMENT 5
HEARING PROCEEDINGS

VOTE:

Concurring: Commissioners Louie, Duarte-White, O'Connor, Moon, and Hastings

Dissenting: None

Abstaining: None

**RESOLUTION
REGIONAL PLANNING COMMISSION
COUNTY OF LOS ANGELES
SANTA MONICA MOUNTAINS HABITAT IMPACT FEE UPDATE
PROJECT NO. PRJ2023-000322-(3)
ADVANCE PLANNING CASE NO. RPPL2023000462
PLAN AMENDMENT NO. RPPL2023000732**

WHEREAS, the Regional Planning Commission (“Commission”) of the County of Los Angeles conducted a duly noticed public hearing on April 19, 2023 to consider the Santa Monica Mountains Habitat Impact Fee Update (“Project”), an amendment to the Santa Monica Mountains Local Coastal Program (“LCP”) and Title 22 (Planning and Zoning) of the Los Angeles County Code (“Title 22”).

WHEREAS, the Commission finds as follows:

1. The County of Los Angeles (“County”) adopted the LCP in 2014 and an LCP amendment in 2018, which require that the Department of Regional Planning update the existing Habitat Impact Fee (“Existing Fee”) within five years of certification of the LCP.
2. The Project fulfills the mandate of the LCP.
3. The Project amends the two components of the LCP, the Santa Monica Mountains Land Use Plan and the Santa Monica Mountains Local Implementation Plan in Title 22, to replace the Existing Fee.
4. The Project amends the Santa Monica Mountains North Area Community Standards District in Title 22.
5. The Existing Fee was developed by the California Coastal Commission using aggregate cost data for habitat impact mitigation from coastal development permit actions within the region. The Existing Fee was implemented in the LCP as an interim measure until an updated fee could be determined based on conditions specific to the Santa Monica Mountains to ensure that the actual cost of compensatory impact mitigation is provided.
6. The Project is consistent with the Existing Fee by supporting a no-net-loss approach for land containing rare and biologically significant habitats in the Santa Monica Mountains. For unavoidable permanent impacts to on-site resources, off-site acquisition and permanent preservation is the highest and best approach to protect biological resources.
7. The Project accounts for the current costs for acquisition and long-term management of land in the Santa Monica Mountains.
8. The Project proposes \$83,478 per acre (from the Existing Fee level of \$15,500 per acre) for the approved building site area, driveway/access roads and turnarounds areas, any required irrigated fuel modification zones, and

required off-site brush clearance areas (assuming a 200-foot radius from all structures), and \$20,870 per acre (from the Existing Fee level of \$3,900 per acre) for non-irrigated fuel modification areas (on-site).

9. The Project fee levels will be adjusted for inflation annually. Annual inflation adjustments to the fee levels shall not require amendments to the LCP or SMMNA CSD.
10. The funds generated by the Project shall be directed to the Santa Monica Mountains Habitat Impact Mitigation Account reserved for the acquisition and long-term management of parcels containing H1/H2 and S1/S2 habitat in the Santa Monica Mountains.
11. An update to the Existing Fee is required by the LCP and the Project is therefore consistent with the General Plan. The Project is consistent with and supportive of the goals, policies, and principles of the General Plan, including: Policy C/NR 3.1, to conserve and enhance the ecological function of diverse natural habitats and biological resources; and Policy C/NR 3.2, to create and administer innovative County programs incentivizing the permanent dedication of Significant Ecological Areas and other important biological resources as open space areas.
12. The Project supports a no-net-loss approach for land containing rare and biologically significant habitats in the Santa Monica Mountains. Approval of the Project will be in the interest of the public health, safety, and general welfare and in conformity with good zoning practice.
13. The Project is consistent with other applicable provisions of the LCP and Title 22.
14. Staff conducted several meetings with conservation agencies, the Ventura County Resource Management Agency, and the California Coastal Commission to collect data and receive input on the existing fee structure and current costs associated with land acquisition and long-term management in the Santa Monica Mountains.
15. Pursuant to Section 22.222.180 of the County Code, a public hearing notice was published in two local newspapers (The Malibu Times and The Acorn) and email notices sent to 477 email contacts. The public hearing notice and materials were posted on the project website.
16. The Project is exempt from the provisions of the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines Sections 15061(b)(3), 15265, and 15378(b)(4) and the County environmental guidelines.
17. On April 19, 2023, the Commission conducted a duly-noticed public hearing to consider the proposed Project. One member of the public addressed the

Commission to provide testimony in favor of the proposed Project. The Commission recommend approval to the Board of Supervisors.

THEREFORE, BE IT RESOLVED THAT the Commission recommends to the Board of Supervisors of the County of Los Angeles ("Board")as follows:

1. That the Board hold a public hearing to consider the Santa Monica Mountains Habitat Impact Fee Update;
2. That the Board find that the Santa Monica Mountains Habitat Impact Fee Update is exempt from the provisions of the California Environmental Quality Act for the reasons in the record;
3. That the Board determine that the Santa Monica Mountains Habitat Impact Fee Update is compatible with and supportive of the goals and policies of the General Plan and in the interest of public health, safety, and general welfare and in conformity with good zoning practice, and consistent with other applicable provisions of the Santa Monica Mountains Local Coastal Program and Title 22; and
4. That the Board adopt the Santa Monica Mountains Habitat Impact Fee Update.

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 April 19, 2023.

Elida Luna, Commission Services
County of Los Angeles
Regional Planning Commission

APPROVED AS TO FORM: OFFICE OF THE COUNTY COUNSEL

By _____
Lisa Jacobs
Deputy County Counsel
County of Los Angeles

NOTICE OF PUBLIC HEARING

The Los Angeles County Regional Planning Commission will conduct a public hearing to consider the project described below. A presentation and overview of the project will be given, and any interested person or authorized agent may appear and comment on the project at the hearing. The Regional Planning Commission will then consider a vote to approve or deny the project or continue the hearing if it deems necessary. Should you attend, you will have an opportunity to testify, or you can submit written comments to the planner below or at the public hearing. If the final decision on this proposal is challenged in court, testimony may be limited to issues raised before or at the public hearing.

Hearing Date and Time: Wednesday April 19, 2023 at 9:00 a.m.

Hearing Location: 320 West Temple St., Rm. 150, Los Angeles, CA 90012, and online. Visit <http://planning.lacounty.gov/rpc> and select hearing date for more information.

Project & Permit(s): Project No. PRJ2023-000322-(3) / Advance Planning Project No. RPPL2023000462 / Advance Planning Project No. RPPL2023000732

Project Location: Santa Monica Mountains Planning Area

CEQA Exemptions: Sections 15061(b)(3), 15265, and 15378(b)(4)

Project Description: Update to the Habitat Impact Fee for the Santa Monica Mountains Local Coastal Program and Santa Monica Mountains North Area Community Standards District.

For more information regarding this application, contact **Cameron Robertson**, Los Angeles County Department of Regional Planning (DRP) via e-mail at safety@planning.lacounty.gov or by telephone: (213) 974-6461. Project materials are available online at <https://planning.lacounty.gov/case/view/prj2023-000322>. All correspondence received by DRP shall be considered a public record.

If you need reasonable accommodations or auxiliary aids, contact the Americans with Disabilities Act (ADA) Coordinator at (213) 974-6488 (Voice) or (213) 617-2292 (TDD) with at least 3 business days' advance notice. Si necesita más información por favor llame al (213) 974-6427 o visite [el sitio del proyecto](#). 如果您有任何疑問請致電 (213) 974-6427 [或請參閱項目官網](#)。

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