



**OPERATIONS CLUSTER  
AGENDA REVIEW MEETING**

**REVISED**

**DATE:** September 6, 2023  
**TIME:** 2:00 p.m. – 4:00 p.m.  
**LOCATION:** **TELECONFERENCE CALL-IN NUMBER: 1 (323) 776-6996**  
**TELECONFERENCE ID: 439827168#**

To join via phone, dial 1(323)776-6996, then press 439827168# .

**YOU CAN ALSO JOIN THIS MEETING BY CLICKING ON THE FOLLOWING LINK:**  
**[Click here to join the meeting](#)**

**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**

**AGENDA**

Members of the Public may address the Operations Cluster on any agenda item after all Informational Items are presented.  
Two (2) minutes are allowed for each item.

1. **Call To Order – Carlos Arreola/Anthony Baker**
2. **INFORMATIONAL ITEM(S):**
  - A) Board Letter:  
REQUEST FOR DELEGATED AUTHORITY TO THE CHIEF EXECUTIVE OFFICER TO EXECUTE SITE ACCESS AGREEMENT AMENDMENTS WITH LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY AT CASTRO PEAK AND ROLLING HILLS TELECOMMUNICATION SITES  
CEO/RE - Michael G. Rodriguez, Section Chief, County-Owned
  - B) Board Letter:  
ACCEPT FUNDING THROUGH CALIFORNIA PUBLIC UTILITIES COMMISSION FOR ENERGY EFFICIENCY PORTFOLIO UNDER THE SOUTHERN CALIFORNIA REGIONAL ENERGY NETWORK AND AUTHORIZE ISD DIRECTOR TO EXECUTE CONTRACTUAL DOCUMENTS  
ISD - Lujana Medina, Environmental Initiatives Manager

- C) Board Letter:  
CHIEF EXECUTIVE OFFICE EXPOSITION RECREATIONAL VEHICLE SAFE  
PARKING LOT RENOVATION PROJECT CATEGORICAL EXEMPTION  
ESTABLISH AND APPROVE CAPITAL PROJECT NO. 87998 APPROVE  
PROJECT BUDGET AND APPROPRIATION ADJUSTMENT AUTHORIZE  
USE OF JOB ORDER CONTRACTS FISCAL YEAR 2023-24  
CEO/HI - Gerardo Ramirez, CEO Manager

3. **PRESENTATION/DISCUSSION ITEMS:**

None available.

4. **Public Comment**

(2 Minutes Each Speaker)

5. **Adjournment**

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**FUTURE AGENDA TOPICS**

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**CALENDAR LOOKAHEAD:**

- A) CEO/RE - 34-MONTH CONSTRUCTION LICENSE  
WFBI, LLC, WHOSE SOLE MEMBER IS THE COLBURN SCHOOL  
120 SOUTH OLIVE ST, LOS ANGELES, CA 90012 (PARCEL W-2)
- B) TTC - APPROVAL TO AMEND COUNTY CODE, TITLE 7 – BUSINESS  
LICENSES TO ADD AMMUNITION TO CHAPTER 7.46 AND UPDATE  
EXISTING GUN DEALER REQUIREMENTS

# BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

<b>CLUSTER AGENDA REVIEW DATE</b>	9/6/2023	
<b>BOARD MEETING DATE</b>	9/26/2023	
<b>SUPERVISORIAL DISTRICT AFFECTED</b>	<input type="checkbox"/> All <input type="checkbox"/> 1 <sup>st</sup> <input type="checkbox"/> 2 <sup>nd</sup> <input checked="" type="checkbox"/> 3 <sup>rd</sup> <input checked="" type="checkbox"/> 4 <sup>th</sup> <input type="checkbox"/> 5 <sup>th</sup>	
<b>DEPARTMENT(S)</b>		
<b>SUBJECT</b>	Site Access Agreement amendments for Castro Peak and Rolling Hills telecommunication sites	
<b>PROGRAM</b>	ISD	
<b>AUTHORIZES DELEGATED AUTHORITY TO DEPT</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
<b>SOLE SOURCE CONTRACT</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why: N/A	
<b>DEADLINES/ TIME CONSTRAINTS</b>	Required for timely facilitation, migration, and colocation of County equipment.	
<b>COST &amp; FUNDING</b>	Total cost: \$ <u>  0  </u>	Funding source: N/A
	TERMS (if applicable):	
	Explanation:	
<b>PURPOSE OF REQUEST</b>	Approval of the recommended actions will authorize amendments to two Site Access Agreements.	
<b>BACKGROUND (include internal/external issues that may exist including any related motions)</b>	The Site Access Amendments amend the existing Site Access Agreements for the Rolling Hills and Castro Peak telecommunication sites that were approved by the Board in 2015 and 2016, respectively.	
<b>EQUITY INDEX OR LENS WAS UTILIZED</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:	
<b>SUPPORTS ONE OF THE NINE BOARD PRIORITIES</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please state which one(s) and explain how:	
<b>DEPARTMENTAL CONTACTS</b>	Michael G. Rodriguez, Section Chief, County-Owned CEO- Real Estate Division 213-974-4246 <a href="mailto:mgrodriguez@ceo.lacounty.gov">mgrodriguez@ceo.lacounty.gov</a>	



## Chief Executive Office.

### COUNTY OF LOS ANGELES

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

#### CHIEF EXECUTIVE OFFICER

Fesia A. Davenport

September 26, 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 FOR DELEGATED AUTHORITY TO THE CHIEF EXECUTIVE OFFICER  
TO EXECUTE SITE ACCESS AGREEMENT AMENDMENTS WITH LOS ANGELES  
REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY  
AT CASTRO PEAK AND ROLLING HILLS TELECOMMUNICATION SITES  
(THIRD AND FOURTH DISTRICTS) (3 VOTES)**

#### **SUBJECT**

This is a request for delegated authority to the Chief Executive Officer, or her designee, to approve and execute amendments to the existing Site Access Agreements (SAAs) at the County-owned communication sites at Castro Peak in Malibu and Rolling Hills in Rancho Palos Verdes to facilitate in the migration and co-location of County equipment onto Los Angeles Regional Interoperable Communications System (LA-RICS) Authority Land Mobile Radio towers (LMR Towers).

#### **IT IS RECOMMENDED THAT THE BOARD:**

1. Find that approval and execution of the respective amendments of the SAAs with the LA-RICS Authority to allow for certain work to occur at these County-owned sites is statutorily exempt as they are consistent with Public Resources Code Section 21080.25, which was originally used to approve the SAAs (i.e. tiering off of the existing analysis), and categorically exempt from the provisions of the California Environmental Quality Act (CEQA), pursuant to CEQA Guidelines Section 15301 and Class 1, subsection (r) of the County's Environmental Document Reporting Procedures (Existing Facilities) and section 15303 and Class

3, subsection (d) of the County's Environmental Document Reporting Procedures and Guidelines (New Construction or Conversion of Small Structures).

2. Find that the proposed amendments are in the public's interest and the use will not substantially conflict or interfere with the use of the property by the County.
3. Delegate authority to the Chief Executive Officer, or her designee, to approve and execute the proposed amendments, to facilitate the migration and co-location of County equipment on the two LMR Towers.
4. Delegate authority to the Chief Executive Officer, or her designee, to negotiate, approve, execute and/or grant any other consents or ancillary documentation approved as to form by County Counsel, which are necessary to effectuate the proposed amendments and the activities permitted under the amendments.

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

On March 24, 2015, the Board delegated authority to the Chief Executive Officer to execute SAAs with the LA-RICS Authority for the installation, operation, and maintenance of eight LMR equipment sites and 23 Long-Term Evolution System sites at various locations including Rolling Hills. On December 20, 2016, the Board approved the same delegated authority for Land Mobile Radio equipment at the County-owned San Dimas, Castro Peak, and Cerro Negro sites.

The purpose of this action is to enter into the proposed amendments. Pursuant to section 7.03 and 7, respectively, of the SAAs, the County reserved the right to appropriate tower space on the new LMR Towers and the right to install its own equipment, and infrastructure for County's use, so long as such use did not interfere with LA-RICS Authority's operations. The SAAs, however, did not provide specifics or details on the responsibilities of each of the parties if the County does co-locate on the LMR Towers and the Board did not delegate authority to the Chief Executive Officer, or her designee, to amend the SAAs to provide more specific details as to how the County and LA-RICS Authority will jointly use the LMR Towers.

The proposed amendments, with the consent of LA-RICS, define the County's use to be coterminous with the existing SAAs; give LA-RICS Authority the opportunity to review all proposed project plans and specifications for equipment; delineates maintenance responsibility, emergency repair costs, and utility costs between the two parties; add updated County insurance provisions; give County the Right of First Refusal to acquire the LMR Towers and retain it on site, subject to approval of the County and all grantor(s), and County's assumption of any grant conditions; and, in the event LA-RICS must remove the LMR Tower from the respective site, the parties will work together cooperatively to vacate the LMR Towers prior to the removal of the LMR Towers.

### **Implementation Of Strategic Plan Goals**

The proposed amendments support the Countywide Strategic Plan Goal of Realizing Tomorrow's Government Today, specifically by Embracing Digital Government for the Benefit of our Internal Customers and Communities (Strategy III.2) and Pursue Operational Effectiveness (Strategy III.3). Upon entering into the proposed amendments, the County will continue to be able to provide a public safety communications system that will maximize the effectiveness of processes, structure, and operations to support the timely delivery of customer-oriented and efficient public services, particularly in the areas of public safety. These amendments will provide for a seamless operation at the LMR Towers by clearly delineating responsibilities between the parties.

### **FISCAL IMPACT/FINANCING**

There will be no fiscal impact to the County by amending the SAAs.

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

The coastal development permit for the LMR Tower at Castro Peak required the removal of the County's preexisting communications tower, and the County and LA-RICs Authority agreed to co-locate on the new LMR Tower.

For the Rolling Hills site, in observance of the general consistency review by the City of Rancho Palos Verdes' Planning Commission and outreach with the local community, the new LMR Tower was to replace the County's preexisting communications tower, requiring the County's tower to be removed, and the parties agreed to co-locate onto the new LMR Tower.

As the County will need to co-locate on the LMR Towers, the SAAs need to be amended accordingly. The proposed SAA amendments have been prepared by the Chief Executive Office, LA-RICS, and County Counsel. Each amendment will be executed in a form substantially similar to Attachment A.

### **ENVIRONMENTAL DOCUMENTATION**

The proposed amendments are statutorily exempt as they are consistent with Public Resources Code Section 21080.25, which was originally used to approve the SAAs (i.e., tiering from the existing analysis). Further, the amendments are exempt from CEQA pursuant to CEQA Guidelines Sections 15301 and 15303.

Upon the Board's approval of the recommended actions, a Notice of Exemption will be filed with the Registrar-Recorder/County Clerk in accordance with section 21152 of the California Public Resources Code.

The Honorable Board of Supervisors  
September 26, 2023  
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**IMPACT ON CURRENT SERVICES (OR PROJECTS)**

The recommended action will not affect any current services and will not compromise public safety missions or disrupt vital, existing, communication services.

Respectfully submitted,

FESIA A. DAVENPORT  
Chief Executive Officer

FAD:JTC:JLC  
HD:MGR:KG:gb

Enclosure

c: Executive Office, Board of Supervisors  
County Counsel  
Auditor-Controller  
Internal Services

**AMENDMENT NO. 1 TO  
SITE ACCESS AGREEMENT  
CASTRO PEAK TELECOMMUNICATIONS SITE**

**THIS AMENDMENT NO. 1 TO SITE ACCESS AGREEMENT CASTRO PEAK TELECOMMUNICATIONS SITE** (together with all exhibits, attachments, and schedules here to, if any "Amendment No. 1") entered into on this \_\_\_\_ day of \_\_\_\_\_ 2023 ("Effective Date").

**BY AND BETWEEN**

**COUNTY OF LOS ANGELES**, a body corporate and politic, hereinafter referred to as "County"

**AND**

**THE LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY**, a Joint Power Authority, hereinafter referred to as "LA-RICS AUTHORITY."

**RECITALS:**

**WHEREAS**, County and LA-RICS AUTHORITY have entered into a certain Site Access Agreement Castro Peak Telecommunications Site ("SAA") dated December 20, 2016 to permit LA-RICS AUTHORITY to construct and operate a Land Mobile Radio ("LMR") tower and telecommunications site;

**WHEREAS**, the coastal development permit for the new LMR communications tower ("LMR Tower") required the removal of the County's preexisting communications tower, therefore parties have agreed to collocate on the new LMR Tower;

**WHEREAS**, pursuant to section 7.03 of the SAA, the County reserved the right to appropriate tower space on the new LMR Tower and the right to install its own equipment, and infrastructure for County's use, which is defined in the SAA collectively as "County Facilities," so long as such use does not interfere with LA-RICS AUTHORITY'S operations; and

**WHEREAS**, the parties wish to amend the SAA to facilitate the migration and co-location of County equipment on the LA-RICS AUTHORITY LMR Tower.

**NOW, THEREFORE**, in consideration of the foregoing recitals, which are hereby deemed a contractual part hereof, and the mutual promises, covenants, and conditions set forth herein, the parties hereto agree as follows:

**AGREEMENTS**

1. **Capitalized Terms; Paragraph References.** Capitalized terms used herein without definition (including in the recitals hereto), have the meanings given to such terms in the SAA,



unless otherwise defined in this Amendment No. 1. Unless otherwise noted, section references in this Amendment No. 1 refer to sections in the SAA, as amended by this Amendment No. 1.

**2. Amendment to Section 1, LMR Site.** The following new paragraph 1.06 shall be added to the end of Section 1 of the SAA and Exhibit C.1 attached hereto and incorporated herein by this reference shall be added to the SAA:

"1.06 The County's reservation of right to use a portion of the tower space for collocation of the County Facilities on a portion of the LMR Tower shall be subject to the terms and conditions set forth herein. The tower space to be used by the County will be reviewed and approved by the LA-RICS AUTHORITY in accordance with Section 6, Conditions Precedent To Installation Or Alterations Of Equipment, prior to County's collocation on the telecommunications tower, and the approved plans will be incorporated by reference as **Exhibit C.1**, Site Plan for County of Los Angeles Collocation at Castro Peak Telecommunications Tower, attached hereto and incorporated herein by this reference. All other terms and conditions contained in Section 1, LMR Site, applicable to the LA-RICS AUTHORITY for its LMR Site will be applicable to the County for its County Facilities."

**3. Amendment to Section 2, Purpose and Use.** The following new paragraph 2.04 shall be added to the end of Section 2 of the SAA:

"2.04 Notwithstanding any language to the contrary contained within paragraph 2.01 (above) or this Agreement, the subsidiary purpose of this Agreement is to allow the County to install, collocate, operate and maintain its County Facilities on LA-RICS AUTHORITY's telecommunications tower at the LMR Site located on the Real Property (collectively, "County Permitted Activities"). All other terms and conditions contained in Section 2, Purpose and Use, applicable to the LA-RICS AUTHORITY for its LMR Site, shall be applicable to the County for its County Facilities."

**4. Amendment to Section 4, Term.** The following new paragraph shall be added to the end of Section 4 of the SAA:

"The County's rights hereunder with respect to the County Facilities are commensurate with the term of the SAA. The County's use of the LMR Tower shall automatically extend in the event the SAA is extended or renewed. County's collocation of the County Facilities shall automatically terminate in the event that the SAA is terminated."

**5. Amendment to Section 6, Conditions Precedent to Installation or Alterations of Equipment.** The following new paragraph shall be added to the end of Section 6 of the SAA and Exhibit B.1 attached hereto and incorporated herein by this reference shall be added to the SAA:

"LA-RICS AUTHORITY shall have the opportunity to review and provide input, if any, as to all project plans and specifications for equipment proposed by the County or County's third-party sublicensees, or future alterations to County's or County's third-party sublicense's equipment (not including "like-kind" replacements) to be installed on the LMR Tower. In addition, LA-RICS AUTHORITY shall have the right to inspect said equipment at any time during and after installation upon not less than twenty-four (24) hours prior written notice to

the County, except in cases of emergency pursuant to Section 14 hereof (Emergency Access), and, at County's option, County may choose to have a representative to accompany LA-RICS AUTHORITY during any such inspection. The County shall not commence installation of County's equipment until LA-RICS AUTHORITY has reviewed and approved the plans and specifications in accordance with all of the terms and conditions of this Agreement. LA-RICS AUTHORITY's review and approval of the plans shall not release the County from the responsibility for, or the correction of, any errors, omissions or other mistakes that may be contained in the plans and specifications. The County shall be responsible for notifying LA-RICS AUTHORITY and all other relevant parties immediately upon discovery of such omissions and/or errors. The County shall not cause or permit any change of any equipment installed by the County, including power outputs or changes in the use of frequencies described in **Exhibit B.1**, County's Equipment List, attached hereto and incorporated herein by this reference, but not including "like-kind" replacements." The Parties shall update Exhibit B to reflect the most recent alteration of LA-RICS AUTHORITY equipment or frequencies approved by County. The Parties shall update EXHIBIT B.1 to reflect the most recent alteration of County equipment or frequencies approved by LA-RICS AUTHORITY.

**6. Revisions to Section 9, Maintenance.** Section 9, Maintenance, of the SAA shall be deleted in its entirety and replace with the following new paragraphs which shall be added as new Section 9 of the SAA:

**"9. MAINTENANCE**

9.01 In lieu of installing a new shelter for equipment at the LMR Site, LA-RICS AUTHORITY is using an existing County shelter that was emptied where County equipment was removed to accommodate the LMR Project, with LA-RICS AUTHORITY's LMR equipment currently occupying the entire shelter. The shelter has an existing automatic/clean agent fire suppression system (FSS), air conditioning units (ACs), emergency ventilation system/exhaust fan (EVS), and shelter lighting, and the LA-RICS Authority is using the shelter and all appurtenant equipment "as-is" for the LMR System at the LMR Site. LA-RICS AUTHORITY agrees that it will maintain the existing shelter equipment listed above (FSS, ACs, etc.) and will be responsible for maintaining the equipment and shelter while it is the exclusive shelter user/tenant.

9.02 County shall be responsible for grounds maintenance of the Real Property, including the LMR Site, and such maintenance responsibility shall include general upkeep, landscaping, lawn-mowing, and related maintenance activities. The LMR Site shall be kept neat and clean by LA-RICS AUTHORITY and ready for normal use by County and other users. Should LA-RICS AUTHORITY fail to accomplish this, following 30-days written notice from County, County may perform the work and LA-RICS AUTHORITY shall pay the cost thereof upon written demand by County.

9.03 LA-RICS AUTHORITY shall be responsible for the timely repair of all damage to the LMR Site or the Real Property caused by the negligence or willful misconduct of LA-RICS AUTHORITY, its employees, agents or business vendors, including without limitation the LMR Vendor. Should LA-RICS AUTHORITY fail to

promptly make such repairs after thirty (30) days written notice from County, County may have repairs made and LA-RICS AUTHORITY shall pay the cost thereof upon written demand by County. This section shall also apply to the COUNTY and its sublicensees for its use of the LMR Tower at the LMR Site."

7. **Amendment to Section 11, Other Operational Responsibilities.** The following new paragraph shall be added to the end of Section 11 of the SAA:

"11.03 Operation by County.

(a) County shall install, operate and modify its own equipment for the County Facilities on the LMR Tower at its own expense and risk as approved by LA-RICS AUTHORITY in accordance with the terms hereof.

(b) County, and its authorized agents shall comply with and abide by all applicable rules, regulations and directions of LA-RICS AUTHORITY.

(c) County, and its authorized agents shall conduct the County Permitted Activities in a courteous and non-profane manner, operate without interfering with the use of the LMR Tower by LA-RICS AUTHORITY or the public, except as herein permitted, and remove any agent, invitee or employee who fails to conduct County Permitted Activities in the manner heretofore described.

(d) County, and its authorized agents shall assume the risk of loss, damage or destruction to the COUNTY Equipment and any and all fixtures and personal property belonging to COUNTY that are installed on or placed within the LMR Tower, unless such loss, damage or destruction was caused by the negligent or willful act or omission of the LA-RICS AUTHORITY, its agents, employees or contractors."

8. **Amendment to Section 13, Access To LMR Site.** The following new paragraph shall be added to the end of Section 13 of the SAA:

"13.03 Notwithstanding any language to the contrary contained within this Agreement, in the event the owner of the access route, or other responsible entity, fails to maintain any portion of the Access Road, and the LA-RICS AUTHORITY and County mutually agree that emergency repairs are necessary to ensure access, they may separately agree to share the pro rata costs for such emergency repairs."

9. **Amendment to Section 16, Utilities.** Section 16 of the SAA shall be deleted in its entirety and replace with the following new paragraphs which shall be added as new Section 16 of the SAA:

"16. **UTILITIES**

16.01 LA-RICS AUTHORITY shall, at its sole cost and expense, cause the installation of any utility service line required by or for the conduct of the Permitted Activities, and shall be responsible for the payment of all utilities necessary for the operation of the LA-RICS Facility on the LMR Site.

16.02 County shall, at its sole cost and expense, be responsible for any utility costs necessary for the operation of the County's equipment and County Facilities.

16.03 If the installation of separate utilities or submeters are not feasible, as determined by the LA-RICS AUTHORITY and County, the LA-RICS AUTHORITY and County agree that each shall be responsible for their pro rata share of utility costs, which costs will be invoiced by the party holding the utility meter account and paid by the other party within thirty (30) days of its receipt of such invoice."

16.04 The LA-RICS AUTHORITY and County are currently both using the County's existing generator. County shall be responsible for the reasonable costs to maintain and operate the existing generator. However, County makes no guarantees regarding continued provision or replacement of the existing generator. Exhibit B, the LARICS AUTHORITY "Equipment List", list permits LA-RICS AUTHORITY's to install its own generator and associated fuel storage. Due to the limited space available at the LMR sites, it is in the best interest of the Parties to minimize the number of generators at each site; therefore, the parties agree to collaborate in good faith on agreements to share use of emergency generators when feasible.

**10. Amendment to Section 18, Insurance.** The following new paragraphs shall be added to the end of Section 18, Insurance, of the SAA:

**"18.1 COUNTY'S INSURANCE REQUIREMENTS**

18.1.1 Without limiting County's obligations to LA-RICS AUTHORITY, County shall provide and maintain, at its own expense during the term of this Agreement, the following program(s) of insurance covering its operations hereunder. County may elect to maintain a program of self-insurance to satisfy its insurance requirements. Such insurance shall be provided by insurer(s) with an A.M. Best rating of at least A-VII, and ACORD form certificate(s) of insurance shall be provided as evidence the LA-RICS AUTHORITY, shall be delivered to the Executive Director of the LA-RICS AUTHORITY, on or before the Effective Date of this Agreement. Such evidence shall specifically identify this Agreement. County shall provide LA-RICS AUTHORITY with at least thirty (30) days written notice in advance of cancellation or non-renewal of any required coverage that is not replaced. County may self-insure any of the insurance required under this Agreement. County will endeavor to require its contractors and subcontractors to provide commercial insurance as required in the Section 18.1, and any additional insurance required by County of its contractor/subcontractor, shall include the LA-RICS AUTHORITY as an additional insured as respects this Agreement.

(a) **Commercial General Liability.** A program of insurance which shall be primary to and not contributing with any other insurance maintained by LA-RICS AUTHORITY, written on ISO policy form CG 00 01 or its equivalent, and include the LA-RICS as an additional insured by endorsement as respects this Agreement, and shall include, but not be limited to:

1. Commercial general liability insurance endorsed for ongoing-operations, products/completed operations, contractual liability, broad from property damage, and personal injury with a limit of

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$2 million
Personal and Advertising Injury:	\$1 million
Per occurrence	\$1 million

(b) **Workers Compensation.** A program of workers' compensation insurance in an amount and form to meet all applicable requirements of the labor code of the State of California, and which specifically covers all persons providing services on behalf of COUNTY and employer's liability insurance with limits of

Each Accident:	\$1 million
Disease - policy limit:	\$1 million
Disease - each employee:	\$1 million

(c) **Commercial Property Insurance.** County may self-insure this risk. Such coverage shall:

- Provide coverage for County's property, and any improvements and betterments. This coverage shall be at least as broad as that provided by the Causes-of-Loss Special Form (ISO form CP 10 30 or equivalent), Ordinance or Law Coverage, flood, and shall include rental expense coverage for a period of up to twelve (12) months.
- Be written for the full replacement cost of the property. Insurance proceeds shall be payable to the LA-RICS AUTHORITY and County as their interests may appear and be utilized for repair and restoration of the Premises. Failure to use such insurance proceeds to timely repair and restore the Premises shall constitute a material breach of the SAA.

(d) **Construction Insurance.** If major construction work is performed by County during the term of this Agreement (i.e. demolition of structures, construction of new structures, renovation or retrofit involving structures frame, foundation or supports, or more than 50% of building, etc.) then County or County's contractor shall provide the following insurance:

- **Installation Floater Insurance.** If County is self-insured. Such coverage shall insure against damage from perils covered by the Causes-of-Loss Special Form (ISO form CP 10 30 or its equivalent). This insurance shall be endorsed to include earthquake, flood, ordinance or law coverage, coverage for temporary offsite storage, debris removal, cleanup and removal, testing, preservation of property, excavation costs, landscaping, shrubs and plants, and full collapse coverage during construction, without restricting collapse coverage to specified perils. Such insurance shall be extended to include boiler & machinery coverage for air conditioning, heating and other equipment during testing. This insurance shall be written on a completed-value basis and cover the entire value of the construction project, including LA-RICS AUTHORITY furnished materials and equipment, against loss or damage until completion and acceptance by County and the LA-RICS AUTHORITY if required.

- **General Liability Insurance.** Such coverage shall be written on ISO policy form CG 00 01 or its equivalent, including LA-RICS AUTHORITY as an additional insured, with limits of not less than:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$2 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

The Products/Completed Operations coverage shall continue to be maintained in the amount indicated above for at least two (2) years from the date the Project is completed and accepted by County and the LA-RICS AUTHORITY if required.

- **Automobile Liability.** Such coverage shall be written on ISO policy form CA 00 01 or its equivalent with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. such insurance shall cover liability arising out of County's contractor use of autos pursuant to this lease, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

- **Professional Liability.** Such insurance shall cover liability arising from any error, omission, negligent, or wrongful act of County's contractor and/or licensed professional (i.e. architects, engineers, surveyors, etc.) with limits of not less than \$1 million per claim and \$1 million aggregate. The coverage shall also provide an extended two-year reporting period commencing upon completion or cancellation of the construction project.

- **Workers Compensation and Employers' Liability Insurance.** or qualified self-insurance satisfying statutory requirements. Such coverage shall provide Employers' Liability coverage with limits of not less than \$1 million per accident, per disease per employee, per disease policy limit. Such policy shall be endorsed to waive subrogation against the LA-RICS AUTHORITY for injury to County's contractor employees. If County's contractor employees will be engaged in maritime employment, the coverage shall provide the benefits required by the U.S. Longshore and Harbor Workers Compensation Act, Jones Act or any other federal law to which COUNTY is subject. If County's contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) including the LA-RICS AUTHORITY as the Alternate Employer. County's contractor or its insurer shall provide LA-RICS AUTHORITY not less than thirty (30) days advance written notice of cancellation of this coverage provision.

18.1.2 Insurer Financial Ratings. Insurance is to be provided by an insurance company with an A.M. Best rating of not less than A:VII, unless otherwise approved by LA-RICS AUTHORITY.

18.1.3 Failure to Maintain Coverage. Failure by County to maintain the required insurance, or to provide evidence of insurance coverage to LA-RICS AUTHORITY, shall constitute a material breach of this SAA.

18.1.4 Notification of Incidents. County shall report to LA-RICS AUTHORITY and any accident or incident relating to activities performed under this Agreement which involves injury or property damage which might reasonably be thought to result in the filing of a claim or lawsuit against LA-RICS AUTHORITY. Such report shall be made in writing within thirty (30) days of County's actual knowledge of such occurrence.

18.1.5 Compensation for LA-RICS AUTHORITY Costs. In the event that County fails to comply with any of the indemnification or insurance requirements of this Agreement, and such failure to comply results in any costs to LA-RICS AUTHORITY or County shall pay full compensation for all reasonable costs incurred by LA-RICS AUTHORITY.

18.1.6 Failure to Procure Insurance. Failure on the part of County to procure or maintain the required program(s) of insurance shall constitute a material breach of contract upon which LA-RICS AUTHORITY may immediately terminate this Agreement, or at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, and all monies so paid by LA-RICS AUTHORITY shall be repaid by County to LA-RICS AUTHORITY upon demand. Use of the LMR Site shall not commence until County has complied with the aforementioned insurance requirements and shall be suspended during any period that County fails to maintain said insurance policies in full force and effect."

**11. Amendment to Additional Sections of the SAA to Make the Obligations, Terms and Conditions Mutual Between the County and LA-RICS AUTHORITY.** The following sections of the SAA are amended to incorporate mutual identical obligations, terms and conditions, and insurance requirements on the County for its County Facilities at the LMR Site, as was imposed on the LA-RICS AUTHORITY for its LMR Site on the Real Property:

- a. Section 3 (Approvals/Design Review)
- b. Section 5 (Consideration)
- c. Section 7 (Installation)
- d. Section 8 (Alterations)
- e. Section 10 (Construction Standards)
- f. Section 12 (Relocation)
- g. Section 14 (Emergency Access by County)
- h. Section 15 (Radio Frequency Emissions/Interference)
- i. Section 18 (Insurance)
- j. Section 20 (Taxes)
- k. Section 25 (Assignment)
- l. Section 31 (Damage or Destruction)
- m. Section 42 (LA-RICS Authority's Staff and Employment Practices)

**12. No County Default.** LA-RICS AUTHORITY represents and warrants as of the Amendment No. 1 Effective Date that (a) no defenses or offsets exist to the enforcement of the SAA by County, (b) neither LA-RICS AUTHORITY nor County is in default in the performance of the SAA or any provisions contained therein, (c) neither LA-RICS AUTHORITY nor County has committed any breach of the SAA, nor has any default occurred which, with the passage of time or the giving of notice or both, would constitute a default or a breach by LA-RICS AUTHORITY or County under the SAA. In the event of a conflict between the SAA and this Amendment No. 1,

the terms of this Amendment No. 1 shall control. The covenants, agreements, terms and conditions contained in this Amendment No. 1 shall bind and inure to the benefit of the parties hereto and their respective successors and assigns.

13. **Modification**. The SAA, as amended herein, contains the entire agreement of the parties hereto and no representations, inducements, promises or agreements, oral or otherwise, between the parties not embodied herein shall be of any force or effect. The SAA may be further amended only in writing signed by both County and LA-RICS AUTHORITY.

14. **Effectiveness of Lease**. Except as explicitly modified by this Amendment No. 1, all of the terms and provisions of the SAA are and remain in full force and effect.

15. **Governing Law and Venue**. This Amendment No. 1 shall be governed by and construed in accordance with the internal laws of the State of California. Any litigation with respect to this Amendment No. 1 shall be conducted in the County of Los Angeles, State of California.

16. **Counterparts; Electronic Signatures**. This Amendment No. 1 and any other document necessary for the consummation of the transaction contemplated by this Amendment No. 1 may be executed in counterparts, including both counterparts that are executed on paper and counterparts that are in the form of electronic records and are executed electronically. An electronic signature means any electronic sound, symbol or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or e-mail electronic signatures. All executed counterparts shall constitute one agreement, and each counterpart shall be deemed an original. The parties hereby acknowledge and agree that electronic records and electronic signatures, as well as facsimile signatures, may be used in connection with the execution of this Amendment No. 1 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 Amendment No. 1 had been delivered had been signed using a handwritten signature. County and LA-RICS AUTHORITY (i) agree that an electronic signature, whether digital or encrypted, of a party to this Amendment No. 1 is intended to authenticate this writing and to have the same force and effect as a manual signature, (ii) intended 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 Amendment No. 1 based on the foregoing forms of signature. If this Amendment No. 1 has been executed by electronic signature, all parties executing this document are expressly consenting under the United States Federal Electronic Signatures in Global and National Commerce Act of 2000 ("E-SIGN") and California Uniform Electronic Transactions Act ("UETA")(Cal. Civ. Code § 1633.1, et seq.), that a signature by fax, email or other electronic means shall constitute an Electronic Signature to an Electronic Record under both E-SIGN and UETA with respect to this specific transaction.

*[SIGNATURE PAGE IMMEDIATELY FOLLOWS]*



**IN WITNESS WHEREOF**, the LA-RICS AUTHORITY and COUNTY have executed this Amendment No. 1 as of the Effective Date.

**THE LOS ANGELES REGIONAL  
INTEROPERABLE COMMUNICATIONS  
SYSTEM AUTHORITY**, a California joint  
powers authority

**COUNTY OF LOS ANGELES**,  
a body corporate and politic

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Its: \_\_\_\_\_

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**APPROVED AS TO FORM:**

**DAYWN R. HARRISON**  
County Counsel

**APPROVED AS TO FORM:**

**DAYWN R. HARRISON**  
County Counsel

By: \_\_\_\_\_  
Senior Deputy

By: \_\_\_\_\_  
Senior Deputy

**EXHIBIT A**

**SITE ACCESS AGREEMENT**

DRAFT

**EXHIBIT B.1**

**COUNTY'S EQUIPMENT LIST**

DRAFT

**EXHIBIT C.1**

**SITE PLAN FOR COUNTY OF LOS ANGELES COLLOCATION AT CASTRO PEAK  
TELECOMMUNICATIONS SITE**

**[INCORPORATED BY REFERENCE]**

DRAFT

**AMENDMENT NO. 1 TO  
SITE ACCESS AGREEMENT  
ROLLING HILLS COMMUNICATION SITE**

**THIS AMENDMENT NO. 1 TO SITE ACCESS AGREEMENT ROLLING HILLS COMMUNICATION SITE** (together with all exhibits, attachments, and schedules here to, if any "Amendment No. 1") entered into on this \_\_\_\_ day of \_\_\_\_\_ 2023 ("Effective Date").

**BY AND BETWEEN**

**COUNTY OF LOS ANGELES**, a body corporate and politic, hereinafter referred to as "County"

**AND**

**THE LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY**, a Joint Power Authority, hereinafter referred to as "LA-RICS AUTHORITY."

**RECITALS:**

**WHEREAS**, County and LA-RICS AUTHORITY have entered into a certain Site Access Agreement Rolling Hills Communication Site ("SAA") dated December 6, 2018 to permit LA-RICS AUTHORITY to construct and operate a Land Mobile Radio ("LMR") tower and telecommunications site;

**WHEREAS**, in observance of the general consistency review by the City of Rancho Palos Verdes' planning commission and outreach with the local community, the new LMR communications tower ("LMR Tower") will replace the County's preexisting communications tower one-for-one, requiring the County's tower to be removed, and therefore parties have agreed to collocate on the new LMR Tower;

**WHEREAS**, pursuant to Section 7.03 of the SAA, the County reserved the right to appropriate tower space on the new LMR Tower and the right to install its own equipment, and infrastructure for County's use, which is defined in the SAA collectively as "County Facilities," so long as such use does not interfere with LA-RICS AUTHORITY'S operations; and

**WHEREAS**, the parties wish to amend the SAA to facilitate the migration and co-location of County equipment on the LA-RICS AUTHORITY LMR Tower.

**NOW, THEREFORE**, in consideration of the foregoing recitals, which are hereby deemed a contractual part hereof, and the mutual promises, covenants, and conditions set forth herein, the parties hereto agree as follows:

**AGREEMENTS**

**1. Capitalized Terms; Paragraph References.** Capitalized terms used herein without definition (including in the recitals hereto), have the meanings given to such terms in the SAA,

unless otherwise defined in this Amendment No. 1. Unless otherwise noted, section references in this Amendment No. 1 refer to sections in the SAA, as amended by this Amendment No. 1.

**2. Amendment to Section 1, LMR Site.** The following new Paragraph 1.06 shall be added to the end of Section 1 of the SAA and Exhibit C.1 attached hereto and incorporated herein by this reference shall be added to the SAA:

"1.06 The County's reservation of right to use a portion of the tower space for collocation of the County Facilities on a portion of the LMR Tower shall be subject to the terms and conditions set forth herein. The tower space to be used by the County will be reviewed and approved by the LA-RICS AUTHORITY in accordance with Section 6, Conditions Precedent To Installation Or Alterations Of Equipment, prior to County's collocation on the telecommunications tower, and the approved plans will be incorporated by reference as **Exhibit C.1**, Site Plan for County of Los Angeles Collocation at Rolling Hills Telecommunications Tower, attached hereto and incorporated herein by this reference. All other terms and conditions contained in Section 1, LMR Site, applicable to the LA-RICS AUTHORITY for its LMR Site will be applicable to the County for its County Facilities."

**3. Amendment to Section 2, Purpose and Use.** The following new Paragraph 2.04 shall be added to the end of Section 2 of the SAA:

"2.04 Notwithstanding any language to the contrary contained within paragraph 2.01 (above) or this Agreement, the subsidiary purpose of this Agreement is to allow the County to install, collocate, operate and maintain its County Facilities on LA-RICS AUTHORITY's telecommunications tower at the LMR Site located on the Real Property (collectively, "County Permitted Activities"). All other terms and conditions contained in Section 2, Purpose and Use, applicable to the LA-RICS AUTHORITY for its LMR Site, shall be applicable to the County for its County Facilities."

**4. Amendment to Section 4, Term.** The following new paragraph shall be added to the end of Section 4 of the SAA:

"The County's rights hereunder with respect to the County Facilities are commensurate with the term of the SAA. The County's use of the LMR Tower shall automatically extend in the event the SAA is extended or renewed. County's collocation of the County Facilities shall automatically terminate in the event that the SAA is terminated."

**5. Amendment to Section 6, Conditions Precedent to Installation or Alterations of Equipment.** The following new paragraph shall be added to the end of Section 6 of the SAA and Exhibit B.1 attached hereto and incorporated herein by this reference shall be added to the SAA:

"LA-RICS AUTHORITY shall have the opportunity to review and provide input, if any, as to all project plans and specifications for equipment proposed by the County or County's third-party sublicensees, or future alterations to County's or County's third-party sublicense's equipment (not including "like-kind" replacements) to be installed on the LMR Tower. In addition, LA-RICS AUTHORITY shall have the right to inspect said equipment at any time during and after installation upon not less than twenty-four (24) hours prior written notice to

the County, except in cases of emergency pursuant to Section 14 hereof (Emergency Access), and, at County's option, County may choose to have a representative to accompany LA-RICS AUTHORITY during any such inspection. The County shall not commence installation of County's equipment until LA-RICS AUTHORITY has reviewed and approved the plans and specifications in accordance with all of the terms and conditions of this Agreement. LA-RICS AUTHORITY's review and approval of the plans shall not release the County from the responsibility for, or the correction of, any errors, omissions or other mistakes that may be contained in the plans and specifications. The County shall be responsible for notifying LA-RICS AUTHORITY and all other relevant parties immediately upon discovery of such omissions and/or errors. The County shall not cause or permit any change of any equipment installed by the County, including power outputs or changes in the use of frequencies described in Exhibit B.1, County's Equipment List, attached hereto and incorporated herein by this reference, but not including "like-kind" replacements." The Parties shall update Exhibit B to reflect the most recent alteration of LA-RICS AUTHORITY equipment or frequencies approved by County. The Parties shall update EXHIBIT B.1 to reflect the most recent alteration of County equipment or frequencies approved by LA-RICS AUTHORITY.

**6. Revisions to Section 9, Maintenance.** Section 9, Maintenance, of the SAA shall be deleted in its entirety and replace with the following new paragraphs which shall be added as new Section 9 of the SAA:

"9. **MAINTENANCE**

9.01 LA-RICS shall be responsible for maintenance of the portion of the Real Property, occupied by the LMR Site, and such maintenance responsibility shall include general upkeep, landscaping, lawn-mowing, and related maintenance activities. The LMR Site shall be kept neat and clean by LA-RICS AUTHORITY and ready for normal use by County and other users. Should LA-RICS AUTHORITY fail to accomplish this, following 30-days written notice from County, County may perform the work and LA-RICS AUTHORITY shall pay the cost thereof upon written demand by County.

9.02 LA-RICS AUTHORITY shall be responsible for the timely repair of all damage to the LMR Site or the Real Property caused by the negligence or willful misconduct of LA-RICS AUTHORITY, its employees, agents or business vendors, including without limitation the LMR Vendor. Should LA-RICS AUTHORITY fail to promptly make such repairs after thirty (30) days written notice from County, County may have repairs made and LA-RICS AUTHORITY shall pay the cost thereof upon written demand by County. This section shall also apply to the COUNTY and its sublicensees for its use of the LMR Tower at the LMR Site."

7. **Amendment to Section 11, Other Operational Responsibilities.** The following new paragraph shall be added to the end of Section 11 of the SAA:

"11.02 Operation by County.

(a) County shall install, operate and modify its own equipment for the County Facilities on the LMR Tower at its own expense and risk as approved by LA-RICS AUTHORITY in accordance with the terms hereof.

(b) County, and its authorized agents shall comply with and abide by all applicable rules, regulations and directions of LA-RICS AUTHORITY.

(c) County, and its authorized agents shall conduct the County Permitted Activities in a courteous and non-profane manner, operate without interfering with the use of the LMR Tower by LA-RICS AUTHORITY or the public, except as herein permitted, and remove any agent, invitee or employee who fails to conduct County Permitted Activities in the manner heretofore described.

(d) County, and its authorized agents shall assume the risk of loss, damage or destruction to the COUNTY Equipment and any and all fixtures and personal property belonging to COUNTY that are installed on or placed within the LMR Tower, unless such loss, damage or destruction was caused by the negligent or willful act or omission of the LA-RICS AUTHORITY, its agents, employees or contractors."

8. **Amendment to Section 13, Access To LMR Site.** The following new paragraph shall be added to the end of Section 13 of the SAA:

"13.04 Notwithstanding any language to the contrary contained within this Agreement, in the event the owner of the access route, or other responsible entity, fails to maintain any portion of the Access Road, and the LA-RICS AUTHORITY and County mutually agree that emergency repairs are necessary to ensure access, they may separately agree to share the pro rata costs for such emergency repairs."

9. **Amendment to Section 16, Utilities.** Section 16 of the SAA shall be deleted in its entirety and replace with the following new paragraphs which shall be added as new Section 16 of the SAA:

"16. **UTILITIES**

16.01 LA-RICS AUTHORITY shall, at its sole cost and expense, cause the installation of any utility service line required by or for the conduct of the Permitted Activities, and shall be responsible for the payment of all utilities necessary for the operation of the LA-RICS Facility on the LMR Site.

16.02 County shall, at its sole cost and expense, be responsible for any utility costs necessary for the operation of the County's equipment and County Facilities.



16.03 If the installation of separate utilities or submeters are not feasible, as determined by the LA-RICS AUTHORITY and County, the LA-RICS AUTHORITY and County agree that each shall be responsible for their pro rata share of utility costs, which costs will be invoiced by the party holding the utility meter account and paid by the other party within thirty (30) days of its receipt of such invoice."

16.04 Due to the limited space available at the LMR sites, it is in the best interest of the Parties to minimize the number of generators at each site; therefore, the parties agree to collaborate in good faith on agreements to share use of emergency generators when feasible.

**10. Amendment to Section 18, Insurance.** The following new paragraphs shall be added to the end of Section 18, Insurance, of the SAA:

**"18.1 COUNTY'S INSURANCE REQUIREMENTS**

18.1.1 Without limiting County's obligations to LA-RICS AUTHORITY, County shall provide and maintain, at its own expense during the term of this Agreement, the following program(s) of insurance covering its operations hereunder. County may elect to maintain a program of self-insurance to satisfy its insurance requirements. Such insurance shall be provided by insurer(s) with an A.M. Best rating of at least A-VII, and ACORD form certificate(s) of insurance shall be provided as evidence the LA-RICS AUTHORITY, shall be delivered to the Executive Director of the LA-RICS AUTHORITY, on or before the Effective Date of this Agreement. Such evidence shall specifically identify this Agreement. County shall provide LA-RICS AUTHORITY with at least thirty (30) days written notice in advance of cancellation or non-renewal of any required coverage that is not replaced. County may self-insure any of the insurance required under this Agreement. County will endeavor to require its contractors and subcontractors to provide commercial insurance as required in the Section 18.1, and any additional insurance required by County of its contractor/subcontractor, shall include the LA-RICS AUTHORITY as an additional insured as respects this Agreement.

(a) **Commercial General Liability.** A program of insurance which shall be primary to and not contributing with any other insurance maintained by LA-RICS AUTHORITY, written on ISO policy form CG 00 01 or its equivalent, and include the LA-RICS as an additional insured by endorsement as respects this Agreement, and shall include, but not be limited to:

1. Commercial general liability insurance endorsed for ongoing-operations, products/completed operations, contractual liability, broad from property damage, and personal injury with a limit of

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$2 million
Personal and Advertising Injury:	\$1 million
Per occurrence	\$1 million

(b) **Workers Compensation.** A program of workers' compensation insurance in an amount and form to meet all applicable requirements of the labor code of the

State of California, and which specifically covers all persons providing services on behalf of COUNTY and employer's liability insurance with limits of

Each Accident:	\$1 million
Disease - policy limit:	\$1 million
Disease - each employee:	\$1 million

(c) **Commercial Property Insurance.** County may self-insure this risk. Such coverage shall:

- Provide coverage for County's property, and any improvements and betterments. This coverage shall be at least as broad as that provided by the Causes-of-Loss Special Form (ISO form CP 10 30 or equivalent), Ordinance or Law Coverage, flood, and shall include rental expense coverage for a period of up to twelve (12) months.
- Be written for the full replacement cost of the property. Insurance proceeds shall be payable to the LA-RICS AUTHORITY and County as their interests may appear and be utilized for repair and restoration of the Premises. Failure to use such insurance proceeds to timely repair and restore the Premises shall constitute a material breach of the SAA.

(d) **Construction Insurance.** If major construction work is performed by County during the term of this Agreement (i.e. demolition of structures, construction of new structures, renovation or retrofit involving structures frame, foundation or supports, or more than 50% of building, etc.) then County or County's contractor shall provide the following insurance:

- **Installation Floater Insurance.** If County is self-insured. Such coverage shall insure against damage from perils covered by the Causes-of-Loss Special Form (ISO form CP 10 30 or its equivalent). This insurance shall be endorsed to include earthquake, flood, ordinance or law coverage, coverage for temporary offsite storage, debris removal, cleanup and removal, testing, preservation of property, excavation costs, landscaping, shrubs and plants, and full collapse coverage during construction, without restricting collapse coverage to specified perils. Such insurance shall be extended to include boiler & machinery coverage for air conditioning, heating and other equipment during testing. This insurance shall be written on a completed-value basis and cover the entire value of the construction project, including LA-RICS AUTHORITY furnished materials and equipment, against loss or damage until completion and acceptance by County and the LA-RICS AUTHORITY if required.
- **General Liability Insurance.** Such coverage shall be written on ISO policy form CG 00 01 or its equivalent, including LA-RICS AUTHORITY as an additional insured, with limits of not less than:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$2 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

The Products/Completed Operations coverage shall continue to be maintained in the amount indicated above for at least two (2) years from the date the Project is completed and accepted by County and the LA-RICS AUTHORITY if required.

- **Automobile Liability.** Such coverage shall be written on ISO policy form CA 00 01 or its equivalent with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. such insurance shall cover liability arising out of County's contractor use of autos pursuant to this lease, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

- **Professional Liability.** Such insurance shall cover liability arising from any error, omission, negligent, or wrongful act of County's contractor and/or licensed professional (i.e. architects, engineers, surveyors, etc.) with limits of not less than \$1 million per claim and \$1 million aggregate. The coverage shall also provide an extended two-year reporting period commencing upon completion or cancellation of the construction project.

- **Workers Compensation and Employers' Liability Insurance.** or qualified self-insurance satisfying statutory requirements. Such coverage shall provide Employers' Liability coverage with limits of not less than \$1 million per accident, per disease per employee, per disease policy limit. Such policy shall be endorsed to waive subrogation against the LA-RICS AUTHORITY for injury to County's contractor employees. If County's contractor employees will be engaged in maritime employment, the coverage shall provide the benefits required by the U.S. Longshore and Harbor Workers Compensation Act, Jones Act or any other federal law to which COUNTY is subject. If County's contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) including the LA-RICS AUTHORITY as the Alternate Employer. County's contractor or its insurer shall provide LA-RICS AUTHORITY not less than thirty (30) days advance written notice of cancellation of this coverage provision.

18.1.2 Insurer Financial Ratings. Insurance is to be provided by an insurance company with an A.M. Best rating of not less than A:VII, unless otherwise approved by LA-RICS AUTHORITY.

18.1.3 Failure to Maintain Coverage. Failure by County to maintain the required insurance, or to provide evidence of insurance coverage to LA-RICS AUTHORITY, shall constitute a material breach of this SAA.

18.1.4 Notification of Incidents. County shall report to LA-RICS AUTHORITY and any accident or incident relating to activities performed under this Agreement which involves injury or property damage which might reasonably be thought to result in the filing of a claim or lawsuit against LA-RICS AUTHORITY. Such report shall be made in writing within thirty (30) days of County's actual knowledge of such occurrence.

18.1.5 Compensation for LA-RICS AUTHORITY Costs. In the event that County fails to comply with any of the indemnification or insurance requirements of this Agreement, and such failure to comply results in any costs to LA-RICS AUTHORITY or County shall pay full compensation for all reasonable costs incurred by LA-RICS AUTHORITY.

18.1.6 Failure to Procure Insurance. Failure on the part of County to procure or maintain the required program(s) of insurance shall constitute a material breach of contract upon which LA-RICS AUTHORITY may immediately terminate this Agreement, or at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, and all monies so paid by LA-RICS AUTHORITY shall be repaid by County to LA-RICS AUTHORITY upon demand. Use of the LMR Site shall not commence until County has complied with the aforementioned insurance requirements and shall be suspended during any period that County fails to maintain said insurance policies in full force and effect."

11. **Amendment to Section 22, LA-RICS Facility Removal.** The following new Paragraph 22.03 shall be added to the end of Section 22 of the SAA:

"22.03 If LA-RICS AUTHORITY has to remove its LA-RICS Facility from the LMR Site, COUNTY and its third-party sublicensees must vacate the LA-RICS Facility prior to the removal of the tower. The parties agree to work together cooperatively to schedule such work in the event the LA-RICS Facility has to be removed. If LA-RICS AUTHORITY is required to, or elects to remove, the LA-RICS Facility from the LMR Site, County shall have the right of first refusal to acquire the LA-RICS Facility and retain it on site, subject to approval of the County to retain the LA-RICS Facility on site, the approval of all grantor(s) for the transfer of grant-funded improvements, and the County's assumption of any grant conditions."

12. **Amendment to Additional Sections of the SAA to Make the Obligations, Terms and Conditions Mutual Between the County and LA-RICS AUTHORITY.** The following sections of the SAA are amended to incorporate mutual identical obligations, terms and conditions, and insurance requirements on the County for its County Facilities at the LMR Site, as was imposed on the LA-RICS AUTHORITY for its LMR Site on the Real Property:

- a. Section 3 (Approvals/Design Review)
- b. Section 5 (Consideration)
- c. Section 7 (Installation)
- d. Section 8 (Alterations)
- e. Section 10 (Construction Standards)
- f. Section 12 (Relocation)
- g. Section 14 (Emergency Access by County)
- h. Section 15 (Radio Frequency Emissions/Interference)
- i. Section 18 (Insurance)
- j. Section 20 (Taxes)
- k. Section 25 (Assignment)
- l. Section 31 (Damage or Destruction)
- m. Section 42 (LA-RICS Authority's Staff and Employment Practices)

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SAA by County, (b) neither LA-RICS AUTHORITY nor County is in default in the performance of the SAA or any provisions contained therein, (c) neither LA-RICS AUTHORITY nor County has committed any breach of the SAA, nor has any default occurred which, with the passage of time or the giving of notice or both, would constitute a default or a breach by LA-RICS AUTHORITY or County under the SAA. In the event of a conflict between the SAA and this Amendment No. 1, the terms of this Amendment No. 1 shall control. The covenants, agreements, terms and conditions contained in this Amendment No. 1 shall bind and inure to the benefit of the parties hereto and their respective successors and assigns.

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**THE LOS ANGELES REGIONAL  
INTEROPERABLE COMMUNICATIONS  
SYSTEM AUTHORITY**, a California joint  
powers authority

**COUNTY OF LOS ANGELES**,  
a body corporate and politic

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Its: \_\_\_\_\_

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**APPROVED AS TO FORM:**

**DAYWN R. HARRISON**  
County Counsel

**APPROVED AS TO FORM:**

**DAYWN R. HARRISON**  
County Counsel

By: \_\_\_\_\_  
Senior Deputy

By: \_\_\_\_\_  
Senior Deputy

**EXHIBIT A**

**SITE ACCESS AGREEMENT**

DRAFT

**EXHIBIT B.1**

**COUNTY'S EQUIPMENT LIST**

DRAFT



**EXHIBIT C.1**

**SITE PLAN FOR COUNTY OF LOS ANGELES COLLOCATION AT ROLLING HILLS  
COMMUNICATION SITE**

**[INCORPORATED BY REFERENCE]**

DRAFT

# BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

<b>CLUSTER AGENDA REVIEW DATE</b>	9/6/2023	
<b>BOARD MEETING DATE</b>	9/26/2023	
<b>SUPERVISORIAL DISTRICT AFFECTED</b>	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 <sup>st</sup> <input type="checkbox"/> 2 <sup>nd</sup> <input type="checkbox"/> 3 <sup>rd</sup> <input type="checkbox"/> 4 <sup>th</sup> <input type="checkbox"/> 5 <sup>th</sup>	
<b>DEPARTMENT(S)</b>	Internal Services	
<b>SUBJECT</b>	Request the Board to accept \$583. 8 million from the California Public Utilities Commission (CPUC) through Southern California Edison (SCE) and Southern California Gas (SGC) ratepayer funding, for calendar years (CY) 2024 through 2031, for implementation, continuation, and/or administration of the portfolio of energy efficiency programs, which are administered by the County through the Internal Services Department (ISD) Energy and Environmental Services (EES).	
<b>PROGRAM</b>	Southern California Regional Energy Network (SoCalREN)	
<b>AUTHORIZES DELEGATED AUTHORITY TO DEPT</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
<b>SOLE SOURCE CONTRACT</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
	If Yes, please explain why:	
<b>DEADLINES/ TIME CONSTRAINTS</b>	N/A	
<b>COST &amp; FUNDING</b>	Total cost: \$0.00	Funding source: California Public Utilities Commission (CPUC)
	TERMS (if applicable):	
	Explanation: There will be no impact to the County General Fund because all SoCalREN activities utilize the funding from the CPUC.	
<b>PURPOSE OF REQUEST</b>	The purpose of the recommended action is for ISD-EES to implement, continue, and/or administer the portfolio of energy efficiency programs. Recommendation one requests authority to accept \$583.78M in funding from CPUC; Recommendation two requests authority to execute contractual agreements with contractors, CBOs, and other public agencies; and Recommendation three requests authority to execute budget and funding agreements with SCE and SCG.	
<b>BACKGROUND (include internal/external issues that may exist including any related motions)</b>	In 2013, the CPUC authorized the County of LA ISD – EES to administer a portfolio of energy efficiency programs, known as the SoCalREN. It has authorized over the last 10 years ratepayer funding to the County of LA ISD – EES/EID to administer and implement this portfolio. In June of 2023, the CPUC authorized another 8 years of funding to continue the SoCalREN portfolio which will cover CY 24 to 31.	
<b>EQUITY INDEX OR LENS WAS UTILIZED</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:	
<b>SUPPORTS ONE OF THE NINE BOARD PRIORITIES</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please state which one(s) and explain how: This funding supports two of the County's nine Board priorities. Specifically, Priority #7 (Sustainability) by providing programs that promotes energy efficiency and conservation and enhances health and sustainable practices for communities and their members in the County.	
<b>DEPARTMENTAL CONTACTS</b>	Name, Title, Phone # & Email: Minh S. Le, General Manager, Energy & Environmental Services; (323) 267-2006, <a href="mailto:MSLe@isd.lacounty.gov">MSLe@isd.lacounty.gov</a>	



**SELWYN HOLLINS**  
Director

**County of Los Angeles**  
**INTERNAL SERVICES DEPARTMENT**

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Los Angeles, California 90063

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*"Trusted Partner and Provider of Choice"*

September 26, 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:

**ACCEPT FUNDING THROUGH CALIFORNIA PUBLIC UTILITIES COMMISSION FOR ENERGY  
EFFICIENCY PORTFOLIO UNDER THE SOUTHERN CALIFORNIA REGIONAL ENERGY  
NETWORK; AUTHORIZE ISD DIRECTOR TO EXECUTE CONTRACTUAL DOCUMENTS  
(ALL SUPERVISORIAL DISTRICTS – 3 VOTES)**

**SUBJECT**

Request the Board to accept \$583.8 million from the California Public Utilities Commission (CPUC) through Southern California Edison (SCE) and Southern California Gas (SCG) ratepayer funding, for calendar years (CY) 2024 through 2031, for implementation, continuation, and/or administration of the portfolio of energy efficiency programs, which are administered by the County through the Internal Services Department (ISD) Energy and Environmental Services (EES).

**IT IS RECOMMENDED THAT THE BOARD:**

1. Accept \$583.8 million from the CPUC through SCE and SCG for CY 2024 through 2031 to implement, continue and administer the Southern California Regional Energy Network (SoCalREN) Portfolio of energy efficiency programs;
2. Delegate authority to the Director of ISD, or his designee, to execute contractual agreements with contractors, community-based organizations (CBOs), and other public agencies to implement, continue and administer the SoCalREN Portfolio of energy efficiency programs; and

3. Delegate authority to the Director of ISD, or his designee, to execute a budgets and funding agreement with SCE and SCG, to allow for the disbursement of funds to the County.

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

The SoCalREN is a consortium of public agencies in SCE and SCG territories, including those within all or portions of the following counties: Los Angeles, Orange, Ventura, Santa Barbara, Riverside, San Bernardino, Kern, Tulare, Inyo, Mono, and small portions of Kings and Fresno. The SoCalREN offers a portfolio of energy efficiency programs that are administered by the County of Los Angeles through ISD's EES.

ISD will provide the Board an annual summary report which will detail the SoCalREN Portfolio on a program-by-program basis and outlines new programs and performance of existing programs.

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

This funding will support all of the County's strategic plan and goals. Specifically, Goal 1 (Making Investments that Transform Lives) by obtaining external funding to promote environmentally responsible practices and providing not cost services that help reduce communities' energy burden. Additionally, this funding will support Goal 2 (Foster Vibrant and Resilient Communities) by providing a program that promotes energy efficiency and conservation and enhances health and sustainable practices in the County. This funding also achieves the realization of tomorrow's government today (Goal 3) by obtaining resources to administer clean energy programs traditionally administered by utilities.

Under the SoCalREN Portfolio, ISD has overseen and managed the implementation of various energy upgrade programs in different building sectors, including: single family and multi-family residential; non-residential commercial; various public agencies; and energy data mapping and analytics; and in the County's facility infrastructure. The programs provide a wide range of support, including: funding for energy measures installed in County facilities; private- sector building-project rebates and incentives; technical support and project financing for private and public-sector building upgrades; energy-sector workforce training; region-wide climate-action planning; marketing and outreach, and public energy-education. With this new funding the SoCalREN Portfolio will be expanded to include larger funded programs that will have a deeper impact than ever before.

### **FISCAL IMPACT/FINANCING**

There will be no impact to the County General Fund, because all SoCalREN activities utilize the funding from the CPUC. The Utilities Fiscal Year (FY) 2023-24 adopted budget includes \$26.4 million in funding. Requests for future FY activities will be submitted with the annual utility budget request.

ISD will use approximately 10% of the funding for staff to administer and implement the programs. Where funding may be distributed to other jurisdictions for program promotion or sub-regional coordination, ISD will execute Memoranda of Understanding or sub-agreements with those jurisdictions to disburse the funds.

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

The SoCalREN programs were first approved for funding by the CPUC in 2013 and subsequently received the funding for the continuation of the SoCalREN Programs on an annual basis. In 2018, the CPUC adopted a Rolling Portfolio model for energy efficiency funding which provided long term funding for authorized program administrators and created long term guaranteed efficiencies for energy efficiency programs within the state of California. The County Board accepted the first seven years of SoCalREN long term funding for CY years 2018 through 2024 in 2018.

This Board Letter is requesting your Board's approval to accept this next round of long-term funding from the CPUC CY 2024 through 2031, which is roughly \$73 million per year for a total of \$583 million. The County is required to submit to the CPUC an annual report on the performance and budgets of SoCalREN programs, which it will also submit to your Board annually. Attachment 1 provides the CPUC decision authorization for the continued funding of CY 2024 through 2031.

The CPUC has designated SCG and SCE to disburse funds to the County to fund the budgets authorized for the SoCalREN. To continue to accept these funds through CY2031, it is requested that the Board delegate authority to ISD to execute an Agreement with SCE and SCG.

All programs offered by the SoCalREN are implemented by third-party contractors who are selected through a transparent and competitive solicitation process utilizing ISD's Energy Support Services Master Agreement (ESSMA).

## **ENVIRONMENTAL DOCUMENTATION**

On the January 14, 2013, the County Board found that the scope of work in these programs met the criteria set forth in Section 15308 of the State CEQA Guidelines and Class 8 of the County's Environmental Document Reporting Procedures and Guidelines, Appendix G, in that it is an action taken by a regulatory agency, as authorized by State law, to assure the maintenance, restoration, enhancement, or protection of the environment where the regulatory process involves procedures for protection of the environment. The scope of work is within the class of projects that has been determined not to have a significant effect on the environment. In addition, there are no cumulative impacts, unusual circumstances, or other limiting factors that would make the exemption.

## **CONTRACTING PROCESS**

On December 18, 2018, the Board delegated authority to the Director of ISD to enter into the 2018-2025 Energy Efficiency Programs and Budgets Agreement (the "Agreement"), and to execute any amendments thereto, as well as all other required documents with SCE and SCG. Per that delegated authority, ISD executed amendments for continuation of the SoCalREN portfolio into each subsequent calendar year. Currently, the County, SCE, and SCG has been operating under Amendment Seven to the Agreement for CY 2019-2025.

ISD will be seeking to enter a new agreement with SCE and SCG to continue the disbursements of funds as authorized by the CPUC.

A substantial portion of the activities under the Portfolio in the past have and will continue to be performed by third-party contractors and sub-contractors under the County's ESSMA.

As part of the delegated authority sought by the Director of ISD, we anticipate that there may be increases and /or decreases in the amounts budgeted under the work orders for any given contractor. The Agreement with the SCE and SCG does not designate or require any given contractor for any given program. Additionally, the Agreement allows for certain fund shifting between and among programs as authorized by the CPUC.

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

California's ambitious climate action goals include reducing emissions to 40 percent of 1990 levels by 2030 and achieving carbon neutrality by 2045. Acceptance and use of the offered funds will support programs throughout the region and will continue to help the County, the Southern California Region, and the State of California achieve the worthy public goals of creating substantial, sustainable, and measurable energy savings, green jobs, and economic stimulus benefits.

Additionally, County of Los Angeles' regional sustainability plan—OurCounty—is the boldest in the nation, directly supporting these goals as well as regional efforts to improve energy equity and prepare local workers for the clean energy transition. This funding will directly contribute to the County's sustainability plan goals of resilient and healthy communities (Goal 1) as well as buildings and infrastructure that support human health and resilience (Goal 2). Funding will directly support programs that will reduce greenhouse gases, reduce total energy use, support underserved communities in the form of incentive and workforce training programs, and improve energy efficiency throughout the County in a cohesive and comprehensive manner.

### **CONCLUSION**

Upon Board approval, please return three individually certified copies of the adopted Board Letter and two signed Resolutions to ISD.

Respectfully submitted,

Selwyn Hollins  
Director

SH:ML:LM

Enclosures

c:Executive Office,  
Board of Supervisor Chief Executive Office  
County Office of Sustainability  
County Counsel

**ATTACHMENT 1: (D.23-06-055) CPUC DECISION  
AUTHORIZING ENERGY EFFICIENCY  
PORTFOLIOS FOR 2024-2027 AND BUSINESS  
PLANS FOR 2024-2031**



Decision 23-06-055 June 29, 2023

**BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA**

Application of Pacific Gas and Electric  
Company for Approval of 2024-2031  
Energy Efficiency Business Plan and  
2024-2027 Portfolio Plan. (U39M.)

Application 22-02-005

And Related Matters.

Application 22-03-003

Application 22-03-004

Application 22-03-005

Application 22-03-007

Application 22-03-008

Application 22-03-011

Application 22-03-012

**DECISION AUTHORIZING ENERGY EFFICIENCY PORTFOLIOS  
FOR 2024-2027 AND BUSINESS PLANS FOR 2024-2031**

## **DECISION AUTHORIZING ENERGY EFFICIENCY PORTFOLIOS FOR 2024-2027 AND BUSINESS PLANS FOR 2024-2031**

### **Summary**

This decision addresses the applications for energy efficiency portfolios during the period 2024-2027 and the business plans for 2024-2031 from nine portfolio administrators. The decision authorizes a total budget of \$4.3 billion over the four-year period beginning in 2024, with benefits to customers of at least \$3.5 billion during the same period. This decision also adopts a forecasted budget of an additional \$4.6 billion in the period 2028-2031. These adopted budgets and forecasts represent a significant investment in the energy efficiency resource as a foundational element of the Commission's energy, environmental and social justice policies. The decision finds that all of the portfolio administrators have met the Commission's requirements for forecast cost-effectiveness and total system benefits.

The decision makes adjustments to the allocation of costs for statewide programs to account for changes in the mix of programs and fuels (electricity and natural gas) and also makes some changes to the statewide portfolio to eliminate some obsolete programs and introduce new ones. The Bay Area Regional Energy Network is also approved as the first non-utility administrator of a statewide program.

The decision approves a new regional energy network (REN) called Rural REN, to deliver energy efficiency benefits to underserved customers and communities in the rural areas all over California in four different regions.

The decision also includes a number of elements addressed to the equity and market support segments of the energy efficiency portfolios, including better defining underserved and hard-to-reach customers and communities, as well as

adopting success indicators and a process for identifying metrics and goals associated with the indicators to be measured.

The decision also includes several measures to improve portfolio oversight, including authorizing supplemental reimbursable funding to Commission staff for technical assistance. Guidance is also provided for continued coordination between portfolio administrators.

Finally, this decision includes guidance for continued emphasis on the market access approach, the use of normalized metered energy consumption methods for estimating energy savings, and the integration of demand-side management opportunities beyond energy efficiency into the portfolios.

This proceeding is closed. Any additional or ongoing energy efficiency policy issues related to the delivery of the portfolios approved in this decision will be addressed in the energy efficiency proceeding, Rulemaking 13-11-005.

## **1. Background**

As directed by the Commission in Decision (D.) 21-05-031, eight portfolio administrators (PAs)<sup>1</sup> filed applications for their energy efficiency portfolios for the period 2024-2027 in February and March, 2022. Those PAs are: Pacific Gas and Electric Company (PG&E); Southern California Edison Company (SCE); San Diego Gas & Electric Company (SDG&E); Southern California Gas Company (SoCalGas); Marin Clean Energy (MCE); Bay Area Regional Energy Network (BayREN); Southern California Regional Energy Network (SoCalREN); and the Tri-County Regional Energy Network (3C-REN). The PAs also provided business plans and budgets for the period 2024-2031, as required by the Commission. In

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<sup>1</sup> In the past, the Commission has used the abbreviation “PAs” to refer to “program administrators.” However, as much of the portfolio has transitioned to being third-party designed and delivered, in this decision we are moving to the use of the term “portfolio administrator,” but using the same “PA” abbreviation.

comment submitted in a proceeding be summarized in the final decision issued in that proceeding.

Nine public comments were received in this proceeding. Most were generally concerned about any rate increases by PG&E, and did not comment specifically about anything related to energy efficiency. One commenter suggested that energy efficiency should already be a primary concern of PG&E and should not require additional funding.

#### **11. Total Budget and Collections Authorization and Next Steps**

This section summarizes the approved portfolio, as discussed in the prior sections of this decision. Table 7 below includes the original budget request by PA, along with the adjustments made in this decision, with the final approved 2024-2027 budget cap for each administrator presented in the final column.

**Table 7. Authorized Budgets by PA**

PA	4-year Budget in Original Application	2024-2027 Statewide Allocation Adjustment	Decision Adjustment	Approved 2024-2027 Budget Cap
<b>IOUs</b>				
PG&E	\$1,095,155,478	-\$92,273,724	\$1,259,200	\$1,004,140,954
SCE	\$1,560,350,284	\$112,471,524	\$1,990,400	\$1,674,812,208
SDG&E	\$332,159,706	-\$24,013,342	\$396,800	\$308,543,164
SoCalGas	\$611,704,003	\$3,815,542	\$353,600	\$615,873,145
<b>IOU Total</b>	<b>\$3,599,369,471</b>	<b>\$0</b>	<b>\$4,000,000<sup>78</sup></b>	<b>\$3,603,369,471</b>

<sup>78</sup> See discussion of Commission staff portfolio oversight needs in Section 5.1 of this decision.

PA	4-year Budget in Original Application	2024-2027 Statewide Allocation Adjustment	Decision Adjustment	Approved 2024-2027 Budget Cap
<b>Non-IOUs</b>				
MCE	\$78,217,316			\$78,217,316
BayREN	\$161,776,637		\$9,900,000 <sup>79</sup>	\$171,676,637
I-REN <sup>80</sup>	\$45,271,191			\$45,271,191
R-REN <sup>81</sup>	\$84,209,480			\$84,209,480
3C-REN	\$71,367,489			\$71,367,489
SoCalREN	\$226,097,351		\$1,500,000 <sup>82</sup>	\$227,597,351
<b>Non-IOU Total</b>	<b>\$666,939,464</b>	<b>\$0</b>	<b>\$11,400,000</b>	<b>\$678,339,464</b>
<b>GRAND TOTAL</b>	<b>\$4,266,308,935</b>	<b>\$0</b>	<b>\$15,400,000</b>	<b>\$4,281,708,935</b>

Table 8 below includes the budget forecast approved for the period 2028-2031. These forecasts were included in the applications filed by the PAs and reviewed in this proceeding. These figures form the basis for a revenue requirement forecast, but will be revised in the next four-year application cycle for the period 2028-2031 in applications filed in 2026.

<sup>79</sup> See discussion of the BayREN statewide program in Section 2.2 of this decision.

<sup>80</sup> I-REN did not file an application as part of this proceeding because its 2022-2027 budget was already approved in D.21-11-013. I-REN's budget is included here for completeness only, as I-REN's total authorized budget cap is \$65,577,932 over the funding period of 2022-2027.

<sup>81</sup> See discussion and approval of R-REN's portfolio and budget in Section 4.2 of this decision.

<sup>82</sup> See discussion of community-designed pilot in Section 8.3 of this decision.

**Table 8. Approved 2028-2031 Budget Forecasts  
by PA**

	<b>PA</b>	<b>Approved 2028-2031 Budget Forecast</b>
<b>IOU</b>	PG&E	\$1,032,170,128
	SCE	\$1,783,094,039
	SDG&E	\$318,911,289
	SoCalGas	\$673,776,756
	<b>Total</b>	<b>\$3,807,952,212</b>
<b>Non-IOU</b>	MCE	\$80,063,445
	BayREN	\$176,819,577
	I-REN	[not applicable]
	R-REN	\$93,153,166
	3C-REN	\$84,000,166
	SoCalREN	\$356,187,290
	<b>Total</b>	<b>\$835,494,836</b>
<b>GRAND TOTAL</b>		<b>\$4,643,447,048</b>

Table 9 presents the forecasted budgets for the 2024-2027 and 2028-2031 period by IOU area, so that IOUs may include these forecasts in their total revenue requirements to be collected during these years. The budgets reflect only PA budgets. In the case a new CCA or REN is approved, per Section 3.2 above, the budgets would increase by the budget amount approved for the new PA or elect-to-administer CCA. Also note that the PAs are to use prior cycle unspent and uncommitted funds to offset revenue recovery between cycles (*i.e.*, apply pre-2024 unspent and uncommitted to this 2024-2027 cycle collection) so the actual revenue recovery for 2024-2027 must account for prior year unspent and uncommitted funds, as well as other related collections authorized in the IOU's General Rate Case.

**Table 9. Revenue Requirements/Collections  
by IOU Area**

<b>PA</b>	<b>REN and CCA Budget by IOU, 2024-2027</b>	<b>REN and CCA Budget by IOU, 2028-2031</b>
<b>PG&amp;E Revenue Requirement (Collections)</b>		
PG&E	\$1,004,140,954	\$1,032,170,128
MCE	\$78,217,316	\$80,063,445
BayREN	\$164,876,637	\$176,819,577
3C-REN	\$32,543,575	\$38,304,076
R-REN	\$40,420,550	\$44,713,520
<b>Total PG&amp;E</b>	<b>\$1,320,199,032</b>	<b>\$1,372,070,746</b>
<b>SCE Revenue Requirement (Collections)</b>		
SCE	\$1,674,812,208	\$1,783,094,039
BayREN	\$4,900,000	\$0
R-REN	\$33,683,792	\$37,261,266
3C-REN	\$24,550,416	\$28,896,057
SoCalREN	\$194,766,940	\$306,793,250
<b>Total SCE</b>	<b>\$1,932,713,356</b>	<b>\$2,156,044,613</b>
<b>SDG&amp;E Revenue Requirement (Collections)</b>		
SDG&E	\$308,543,164	\$318,911,289
BayREN	\$1,000,000	\$0
<b>Total SDG&amp;E</b>	<b>\$309,543,164</b>	<b>\$318,911,289</b>
<b>SoCalGas Revenue Requirement (Collections)</b>		
SoCalGas	\$615,873,145	\$673,776,756
BayREN	\$900,000	\$0
R-REN	\$10,105,138	\$11,178,380
3C-REN	\$14,273,498	\$16,800,033
SoCalREN	\$32,830,405	\$49,394,040
<b>Total SoCalGas</b>	<b>\$673,982,186</b>	<b>\$751,149,209</b>
<b>Grand Total</b>	<b>\$4,236,437,738</b>	<b>\$4,598,175,857</b>

Table 10 below presents the forecasted TSB of the portfolios by administrator. In addition, the forecasted total resource cost and program administrator cost test results are summarized. All of the PAs have met the threshold requirements for approval of the portfolios on a forecast basis. We will

evaluate the portfolios for the resulting TSB and cost-effectiveness at the end of the portfolio cycle.

**Table 10. Forecast Portfolio TSB, RA TRC, and Program Administrator Cost (PAC) by PA**

<b>PA</b>	<b>4-Year Portfolio TSB Forecast</b>	<b>4 Year RA TRC Forecast</b>	<b>4 Year RA PAC Forecast</b>
<b>IOUs</b>			
PG&E	\$932,023,005	1.04	1.24
SCE	\$1,374,610,894	1.09	1.21
SDG&E	\$307,457,992	1.06	1.29
SoCalGas	\$628,471,085	1.10	1.46
<b>IOU Total</b>	<b>\$3,242,562,976</b>	<b>NA</b>	<b>NA</b>
<b>Non-IOUs</b>			
MCE	\$66,864,140	1.08	1.26
BayREN	\$28,855,305	0.82	1.09
I-REN	TBD	NA	NA
R-REN	\$5,221,619	0.43	0.44
3C-REN	\$39,271,824	NA	NA
SoCalREN	\$108,693,300	0.55	1.45
<b>Non-IOU Total</b>	<b>\$248,906,188</b>	<b>NA</b>	<b>NA</b>
<b>Grand Total</b>	<b>\$3,491,469,164</b>	<b>NA</b>	<b>NA</b>

In addition, all PAs are required to submit a True-Up advice letter this year, which should include modifications to the TSB forecasts, cost-effectiveness forecasts, annual budgets (within the authorized four-year cap), and program segmentation. According to D.21-05-031, the True-Up advice letter is due September 1, 2023. However, we are anticipating an upcoming decision in the energy efficiency rulemaking (R.13-11-005) addressing updated potential and goals for energy efficiency. That decision will likely impact the True-Up advice letter. Therefore, by the terms of this decision, we will require the True-Up



49. The True-Up advice letter, required by the terms of D.21-05-031, will be impacted by the reassessment of energy efficiency potential and goals that is underway in R.13-11-005. Therefore, the due date for the True-Up advice letter in 2023 should be revised to be 60 days after the issuance of the decision by the Commission on energy efficiency potential and goals.

50. SDG&E's changes to its energy efficiency balancing accounts contained in its Application, Exhibit 2, pages 240 and 251-253, should be approved.

51. The proposals contained in SCE's Application Exhibit SCE-03, Attachment C at 117-118, to modify some compliance requirements to remove outdated references to annual budget advice letters, as well as other requirements no longer applicable because of the transition to third-party programs, should be approved.

## **O R D E R**

### **IT IS ORDERED** that:

1. This decision establishes ten approved energy efficiency portfolio administrators, in two categories, as follows:

- (a) Investor-Owned Utilities (IOUs): Pacific Gas and Electric Company, San Diego Gas & Electric Company, Southern California Edison Company, and Southern California Gas Company; and
- (b) Non-IOUs: Marin Clean Energy, the Bay Area Regional Energy Network (REN), Inland REN, Rural REN, Tri-County REN, and Southern California REN.

The investor-owned utility portfolio administrators shall reflect the statewide contribution changes included in Tables 1, 2, and 3 of this decision in their True-Up advice letters due in 2023 according to Decision 21-05-031.

2. The portfolio administrators (PAs) must coordinate among themselves and propose a statewide program portfolio assessment process to review and

recommend changes to the portfolio of statewide programs. This proposed assessment process shall be included in the PAs' portfolio applications to be filed in 2026 or may be filed as a motion in Rulemaking 13-11-005 or its successor, if the proposal is ready before the next portfolio application filing.

3. The Bay Area Regional Energy Network (BayREN) shall be the statewide administrator of a new Home Energy Score program to be funded by an additional \$9.9 million between 2024 and 2027, as included in the budgets approved in Tables 7 and 9 of this decision. By no later than July 1, 2026, BayREN shall submit a Tier 2 advice letter with details of the statewide plan.

4. If a new community choice aggregator (CCA) elects or applies and is approved to administer energy efficiency funding (pursuant to Public Utilities Code Section 381.1), or a new regional energy network (REN) is approved, after the investor-owned utilities' (IOUs') budgets are established for the four-year portfolio period, the impacted IOUs' budget caps shall be increased commensurate with the budget approved by the Commission for the CCA or REN. The IOUs shall record the additional collections in their existing energy efficiency balancing accounts.

5. The budgets for the energy efficiency program portfolio period 2024-2027 are approved in Table 7 of this decision. The electric/gas splits for 2024-2027 are approved as filed by the dual fuel utilities. The investor-owned utility portfolio administrators may collect and distribute the four-year total included in Table 9 of this decision for the portfolio period 2024-2027, after accounting for unspent and uncommitted funds and other authorized collections from their approved General Rate Cases.

6. The portfolio administrators may use the budget forecasts in Table 8 of this decision for planning purposes and revenue requirements for 2028-2031.

7. In general, unspent and uncommitted funds from one portfolio cycle shall offset budgets and collections in the subsequent portfolio cycle for all portfolio administrators. For any unspent and uncommitted funds, portfolio administrators shall:

- (a) use any unspent and uncommitted funds from prior approved portfolio periods, with the exception of funds required to be sent to the California Energy Commission according to Assembly Bill 841 (Stats. 2020, Ch. 372), to offset budget and collection needs during the 2024-2027 portfolio period approved in this decision; and
- (b) report any funds collected and spent over the four-year portfolio cycle, annually and cumulatively, and any unspent funds applied to offset collections in subsequent years in the annual reports.

8. The proposal for a Rural Regional Energy Network (R-REN) filed by the Redwood Coast Energy Authority is approved and funded as detailed in Tables 5 and 6 of this decision. R-REN shall submit three separate joint cooperation memos (JCMs):

- (a) A JCM with Pacific Gas and Electric Company (PG&E) (for the North Coast);
- (b) A JCM with PG&E and Tri-County Regional Energy Network (for the Central Coast); and
- (c) A JCM with PG&E, Southern California Edison Company, Southern California Gas Company, and Southern California Regional Energy Network (for the San Joaquin Valley and High Sierra).

9. Pacific Gas and Electric Company, Southern California Edison Company, San Diego Gas & Electric Company, and Southern California Gas Company shall make available to Commission staff \$1 million annually in reimbursable funding for purposes of portfolio oversight consulting and technical support, in the same manner as evaluation, measurement, and verification funding is currently

budgeted. The funding shall be used for the purposes described in Section 5.1 of this decision.

10. This decision supersedes Decision 15-10-028 with respect to funding allocations for the California Energy Efficiency Coordinating Committee (CAEECC): Pacific Gas and Electric Company, San Diego Gas & Electric Company, Southern California Edison Company, and Southern California Gas Company shall apply the new statewide funding allocations as shown in Table 1 of this decision, with 80 percent of funds based on electric load share and 20 percent of funds based on gas load share percentages. CAEECC's funding source shares shall be adjusted based on updates to the statewide program allocations in future decisions.

11. The portfolio administrators shall jointly submit a Tier 2 advice letter by no later than May 1, 2024 clarifying all of the indicators adopted in this decision, including any modifications from metrics and indicators adopted in Decision 18-05-041, and identifying information that could be used as baselines for future targets or methodologies for how the indicator information can be used as baselines.

12. Within 90 days after the issuance of this decision, the portfolio administrators shall modify existing contracts and their standard contract terms to ensure adequate measurement and verification requirements, such that source data can be tracked and verified per Section 5.3.1 of this decision.

13. Portfolio administrators shall ensure adequate measurement and verification requirements in third-party contracts for all segments, such that source data can be tracked and verified. Each portfolio administrator shall identify and describe the approaches they will take to verify upstream and midstream installations, beginning with the annual reports due in 2025; such

description shall also document the consultation conducted with partners and Commission staff to identify these approaches.

14. Pacific Gas and Electric Company, Southern California Edison Company, San Diego Gas & Electric Company, and Southern California Gas Company's percentage contribution to evaluation invoice payments shall be updated to their respective percentage of the evaluation, measurement and verification budget adopted by this decision.

15. This decision supersedes Decision 01-11-066 with respect to submission of monthly accounting information by Pacific Gas and Electric Company, Southern California Edison Company, San Diego Gas & Electric Company, and Southern California Gas Company, (collectively the IOUs). In lieu of submitting the required monthly accounting information to the assigned Administrative Law Judge(s) and Energy Division, the IOUs shall submit their monthly accounting information to the California Energy Data and Reporting System.

16. Beginning with the mid-cycle budget advice letter submissions due in 2025, all portfolio administrators shall include specific descriptions of how they have incorporated or otherwise addressed impact evaluation recommendations.

17. Pacific Gas and Electric Company, Southern California Edison Company, San Diego Gas & Electric Company, and Southern California Gas Company (collectively, the IOUs) shall select a study lead to, with input from a stakeholder working group including all portfolio administrators and oversight by Energy Division staff, conduct a non-energy benefits study to update and improve quantification of non-energy benefits as an indicator for equity segment program performance. The IOUs may expend up to \$500,000 of evaluation, measurement and verification funds for this study.

18. Within 240 days after Energy Division staff provides notice to the service list of the formation of a stakeholder working group to inform the non-energy benefits study, Pacific Gas and Electric Company, Southern California Edison Company, San Diego Gas & Electric Company, and Southern California Gas Company shall submit a joint Tier 1 advice letter detailing the non-energy benefits study's working group recommendations and next steps to begin the study.

19. Pacific Gas and Electric Company, Southern California Edison Company, San Diego Gas & Electric Company, and Southern California Gas Company shall complete the non-energy benefits study by no later than October 1, 2026. Beginning with the Quarter 1 2028 quarterly report, the portfolio administrators must track and report non-energy benefit indicators for the equity segment.

20. For programs that meet all of the below characteristics, portfolio administrators shall now be required to use, as described in Section 6.2 of this decision, normalized metered energy consumption (NMEC), randomized control trials, strategic energy management, or another meter-based savings evaluation method, or otherwise the justify in the implementation plan why meter-based methods are not used for feasibility or cost-effectiveness reasons. These characteristics include:

- (a) New programs approved by this decision launching on or after January 1, 2024, except for third-party programs for which the request for proposals or request for abstracts is issued prior to October 1, 2023;
- (b) Uses a downstream (at the customer site) delivery approach;
- (c) Is a resource acquisition retrofit program;
- (d) Is in the residential or commercial sector; and

- (e) Is eligible to use the NMEC rules (according to the NMEC Rulebook).

Feasibility is defined as the ability to use NMEC or another meter-based method in the following circumstances:

- The program meets the Commission's eligibility and intent for using NMEC, as expressed in Commission policy and/or the NMEC Rulebook (*i.e.*, program is for existing sites, does not use industrial processes, etc.);
- Required meter and other data is available and collection of this data does not unreasonably impede program operations; and
- Use of NMEC or another meter-based savings calculation methodology is appropriate for the program design.

NMEC measurement will be defined as cost-effective as long as the cost of the measurement and verification itself does not render the program non-cost-effective, and/or the value of using meter-based measurement (instead of other methods) is not exceeded by the cost of the measurement and verification.

If Commission staff finds, in the course of maintaining and updating the NMEC Rulebook, that the feasibility and cost-effectiveness definitions need to be modified, Commission staff will bring this issue into the energy efficiency rulemaking (R.13-11-005 or its successor) for further Commission guidance.

21. Portfolio administrators shall complete and submit the Program Segmentation Justification, included in Attachment A, as a functional Excel spreadsheet in the California Energy Data and Reporting System "Documents" page alongside their Quarter 2 2024 Quarterly Claims reports.

22. The objectives and indicators for the equity and market support segments of the portfolios, as listed in Sections 7.5 and 7.6 of this decision are adopted.

23. Portfolio administrators shall work with the Reporting Policy Coordination Group to jointly submit a report addressing the demographic

questions in Section 7.7 of this decision by no later than September 1, 2025. Based on analysis included in the report, the portfolio administrators shall propose, in their next portfolio proposals due in 2026, their preferred approaches to regular reporting of demographic energy efficiency program participation information.

24. Portfolio administrators shall develop indicators to measure community engagement, and should include them in their Mid-Cycle advice letters in 2025. After the advice letters are addressed by the Commission, the portfolio administrators shall report on the adopted community engagement indicators in their annual reports.

25. The portfolio administrators (PAs) shall set aside at least \$1 million from their collective evaluation, measurement, and verification (EM&V) budgets and shall select one PA from among them to hire a vendor or vendors to conduct a study to set goals for the market support and equity segment indicators. By no later than March 1, 2025, the PAs must submit a joint Tier 3 advice letter that:

- (a) Defines the process for proposing and adopting long-term market support and equity goals;
- (b) Defines options for two or three goal constructs each for market support and equity segments, where a construct describes how to recognize success by:
  - i. Demonstrating alignment with objectives;
  - ii. Identifying which metric(s) or indicator(s) should be used for goals;
  - iii. Whether goals should be set statewide, by territory, or by portfolio administrator;
  - iv. Anticipated timeline for goal achievement; and
  - v. Necessary baseline information.
- (c) Defines what study or studies process is necessary to quantify goals, and propose a budget for each study from



the funding set aside from the EM&V budgets, as directed above.

The PAs shall propose a plan and budget to select one PA from among them to hire a vendor or vendors to conduct awareness, knowledge, attitude, and behavior surveys to inform baselines and progress by the portfolio administrators, as well as setting of targets and goals for the market support and equity segments of the portfolio. Funding for surveys shall come from the PAs' collective evaluation, measurement, and verification budgets. The selected PA shall submit a Tier 2 advice letter by August 1, 2024 describing the detailed plans for the study and conducting the surveys.

26. By no later than July 1, 2024, the investor-owned utility portfolio administrators (PAs) and Marin Clean Energy shall make available solicitations using market access approaches for residential and commercial downstream opportunities in their territories. These PAs shall also describe, in their market access Implementation Plans, how their market access offerings interact with the rest of their portfolios, such that third-party program implementers operating downstream retrofit programs are aware of the possible impacts of customers participating in market access offerings. If applicable, the description of the role of the market access approach in the portfolio shall also be included in any third-party advice letter submissions.

27. Portfolio administrators offering a market access approach or solicitation shall include a list of external funding sources beyond the energy efficiency portfolio funding, if any, in their energy efficiency annual reports.

28. Portfolio administrators may propose processes for customers to implement multi-distributed energy resource projects and receive rebates or incentives for non-energy efficiency integrated demand-side management

measures through their energy efficiency programs, by submitting Tier 3 advice letters no later than March 15, 2024. The advice letters shall include details of the use of non-energy efficiency funding, measurement approaches including any methods that will be used to ensure that impacts on consumption are not double-counted, and references to applicable rules and approved budgets from non-energy efficiency resource areas that will govern the distribution of those funds.

29. Portfolio administrators (PAs) may set aside up to 2.5 percent, or \$4 million, whichever is greater, up to a maximum of \$15 million, from within their total budgets during 2024-2027 approved in this decision to fund innovative integrated demand-side management projects, including ongoing load-shifting that is not event-based. Energy efficiency funding shall not be used for rebating capital costs of non-efficiency technologies, except as already provided for electric panel upgrades in Decisions 19-08-009 and 23-04-035.

30. Southern California Regional Energy Network shall submit a Tier 2 advice letter by September 30, 2025 containing the Community-Based Design Collaborative's developed process for funding community programs, and a plan for piloting the approach in 2026 and 2027 for potential statewide rollout later, and a process and plans for continuation of the community-based design collaborative if necessary. The advice letter shall address the factors discussed in Section 8.3 of this decision.

31. Southern California Regional Energy Network shall coordinate with the Community-Based Design Collaborative and with the other portfolio administrators to structure a process for community-based programs for all areas covered by the Commission's energy efficiency programs, for proposal in their 2028-2031 portfolio applications.

32. By no later than September 1, 2024, the portfolio administrators (PAs) shall submit a joint Tier 2 advice letter to provide information on substantively similar programs, and steps they have taken and will take to mitigate or minimize ratepayer risk of program overlap and duplication. The joint advice letter must provide:

- (a) A comprehensive list of any substantively similar ratepayer-funded energy efficiency programs among the PAs.
- (b) A clear statement of the issues or problems that result from program offerings identified in item (a).
- (c) Definitions or clarifications of any jargon that PAs suggest specifying, in order to have a shared understanding of the issue or problems associated with substantively similar ratepayer-funded energy efficiency programs among different PAs. For example, the joint advice letter should propose definitions for “overlap,” “duplication,” and “precedence.”
- (d) Description of the risk to ratepayers of ratepayer-funded energy efficiency programs that “overlap” or are otherwise “duplicative” (as defined in response to Item (c), above) in some substantive way. What is the estimated dollar value of the risk? Describe how the value was calculated or assessed.
- (e) Description of the actions, measures, etc. that PAs have taken thus far to identify and mitigate or minimize risks to ratepayers of substantively similar ratepayer-funded energy efficiency programs among different PAs, and any other issues identified in response to Item (b). Include, for instance, any agreed-upon criteria for determining program “overlap,” “duplication,” and/or “precedence,” and what steps have been taken by each PA in cases where “overlap” or “duplication” was identified. Explain the effectiveness of each of these measures, actions, etc. in mitigating ratepayer risks, and identify and describe what issues remain unresolved.

- (f) Description of how the PAs will effectively mitigate or minimize ratepayer risks associated with similar ratepayer-funded energy efficiency programs among different PAs through the joint cooperation memoranda or any other agreed-upon process or protocol.

33. Investor-owned utility (IOU) portfolio administrators must convey information to third-party bidders during the solicitation process, for buildings that have a potential to be served by both IOUs' third-party implementers and regional energy networks (RENs), about RENs' efforts to identify hard-to-reach customers or buildings to target for marketing of REN programs.

34. Bay Area Regional Energy Network, Southern California Regional Energy Network, Tri-County Regional Energy Network, and Rural Regional Energy Network shall, for programs that only meet the criterion of serving hard-to-reach customers, include in their Joint Cooperation Memoranda a description of how they will target (i.e., market and conduct outreach to) and to primarily serve hard-to-reach customers or specific hard-to-reach customer segments.

35. This decision supersedes Decision (D.) 18-05-041 and D.21-05-031 with respect to the timing and submission of Joint Cooperation Memoranda (JCM). Portfolio administrators must submit JCMs every two years, within 60 days after Commission approval of the last of each JCM's portfolio administrator's true-up advice letters and mid-cycle advice letters (as applicable), to the California Energy Data and Reporting System, with notice to the service list of Rulemaking 13-11-005 or a successor proceeding.

36. Application 22-02-005, et. al. is closed. Going forward, all outstanding energy efficiency portfolio oversight and policy issues shall be addressed in Rulemaking 13-11-005 or its successor.

37. The True-Up advice letter identified in Decision 21-05-031 as due on September 1, 2023 shall be due instead no later than 60 days after the Commission issues a decision updating the energy efficiency potential and goals in Rulemaking 13-11-005.

38. San Diego Gas & Electric Company is authorized to make the changes to its energy efficiency balancing accounts as described in its Application, Exhibit 2, pages 240 and 251-253.

39. Southern California Edison is authorized to make the changes contained in its Application Exhibit SCE-03, Attachment C at 117-118, to modify some compliance requirements to remove outdated references to annual budget advice letters, as well as other requirements no longer applicable because of the transition to third-party programs.

40. Any policy proposals contained in the applications of the portfolio administrators (PAs) that are not discussed in this decision are denied. Program-specific proposals in the PA applications should follow existing requirements for approval and development of implementation plans.

This order is effective today.

Dated June 29, 2023, at San Francisco, California.

ALICE REYNOLDS  
President  
GENEVIEVE SHIROMA  
DARCIE L. HOUCK  
JOHN REYNOLDS  
KAREN DOUGLAS  
Commissioners

# BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

<b>CLUSTER AGENDA REVIEW DATE</b>	9/5/2023		
<b>BOARD MEETING DATE</b>	9/26/2023		
<b>SUPERVISORIAL DISTRICT AFFECTED</b>	<input type="checkbox"/> All <input type="checkbox"/> 1 <sup>st</sup> <input checked="" type="checkbox"/> 2 <sup>nd</sup> <input type="checkbox"/> 3 <sup>rd</sup> <input type="checkbox"/> 4 <sup>th</sup> <input type="checkbox"/> 5 <sup>th</sup>		
<b>DEPARTMENT(S)</b>	Public Works		
<b>SUBJECT</b>	Exposition RV Safe Parking Renovation Project		
<b>PROGRAM</b>	Chief Executive Office – Homeless Initiative Safe RV Parking Program		
<b>AUTHORIZES DELEGATED AUTHORITY TO DEPT</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
<b>SOLE SOURCE CONTRACT</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why:		
<b>DEADLINES/ TIME CONSTRAINTS</b>			
<b>COST &amp; FUNDING</b>	Total cost:	Funding source:	
	\$650,000	Measure H	
	TERMS (if applicable): N/A		
	Explanation: N/A		
<b>PURPOSE OF REQUEST</b>	The purpose of the project will be to perform site preparation and make-ready work to prepare site to establish a Safe RV Parking Program (SRVPP) site for people experiencing vehicular homelessness.		
<b>BACKGROUND (include internal/external issues that may exist including any related motions)</b>	<p>On September 13, 2022, the Board approved a motion instructing Chief Executive Office Homeless Initiative (CEO-HI) to consult with DPW and other County departments and agencies to establish at least one SRVPP in each Supervisorial District.</p> <p>The first SRVPP is proposed at 3606 Exposition Boulevard, Los Angeles, CA 90016. This program is proposed to accommodate 14 RVs for safe parking, which will include 24-hour emergency response program that provides safe, low-barrier, Housing First approach for people experiencing homelessness who reside in RVs.</p> <p>On January 10, 2023, the Board unanimously adopted a motion to declare a local state of emergency for homelessness (Homeless Emergency). This declaration is intended to accelerate administrative processes and interventions, which enable the County of Los Angeles to provide services to people experiencing homelessness. The declaration focuses on three missions: (1) Encampment Resolutions to reduce unsheltered homelessness using a systematic approach conducted in partnership with local jurisdictions, (2) the Housing mission which increases interim and permanent housing placements, and (3) the Mental Health and Substance Use Disorder Services mission, which provides mental health and substance use disorder services to unsheltered and sheltered people experiencing homelessness at the level needed to meet their needs. All three of these missions will be addressed with the implementation of this SRVPP, once the parking lot at the site is repurposed.</p>		

<b>EQUITY INDEX OR LENS WAS UTILIZED</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please explain how: The Project is aligned with the County's Anti-Racism, Diversity, and Inclusion Initiative and guided by the Countywide Equity Guiding Principles (Principles) adopted by the Board on September 15, 2021, including the reduction of racial disparities in life outcomes as well as disparities in public investment to shape those outcomes. Consistent with these Principles, the CEO-HI has developed and proposes the implementation of this Project that supports the most disadvantaged geographies and populations. PEH who are unsheltered, such as those living in RVs, often belong to economically marginalized and consistently underserved communities. Moreover, there is a persistent overrepresentation of people of color within the PEH demographic.
<b>SUPPORTS ONE OF THE NINE BOARD PRIORITIES</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please state which one(s) and explain how:  This project supports the Board's priority to address homelessness in Los Angeles County by providing people experiencing RV homelessness with a safe place to park, wrap-around services, and a pathway to permanent housing.
<b>DEPARTMENTAL CONTACTS</b>	Name, Title, Phone # & Email: Jerry Ramirez, Manager, 213.974.1514, cell 213.266.2828, jramirez@ceo.lacounty.gov

**BOARD OF  
SUPERVISORS**

Hilda L. Solis  
First District

Holly J. Mitchell  
Second District

Lindsey P. Horvath  
Third District

Janice Hahn  
Fourth District

Kathryn Barger  
Fifth District



**Chief  
Executive  
Office.**

**COUNTY OF LOS ANGELES**

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

**Chief Executive Officer**  
Fesia A. Davenport

"To Enrich Lives Through Effective and Caring Service"

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:

**CHIEF EXECUTIVE OFFICE  
EXPOSITION RECREATIONAL VEHICLE (RV) SAFE  
PARKING LOT RENOVATION PROJECT  
CATEGORICAL EXEMPTION  
ESTABLISH AND APPROVE CAPITAL PROJECT NO. 87998  
APPROVE PROJECT BUDGET AND APPROPRIATION ADJUSTMENT  
AUTHORIZE USE OF JOB ORDER CONTRACTS  
FISCAL YEAR 2023-24  
(SECOND DISTRICT) (4 VOTES)**

**SUBJECT**

The Chief Executive Office (CEO) is requesting the Board of Supervisors (Board) to establish and approve the Exposition Recreational Vehicle (RV) Safe Parking Lot Renovation Project, approval of an appropriation adjustment, and authorize the Department of Public Works (DPW) to deliver the proposed project using a Board-approved Job Order Contract (JOC).

**IT IS RECOMMENDED THAT THE BOARD:**

1. Find that the proposed Exposition RV Safe Parking Lot Renovation Project is categorically exempt from the California Environmental Quality Act (CEQA), for the reasons stated in this Board letter and in the record of the proposed project.
2. Establish and approve the proposed Exposition RV Safe Parking Lot Renovation Project, Capital Project No. 87998, with a total project budget of \$650,000.
3. Approve an appropriation adjustment to transfer \$650,000 from the Measure H Special Fund, to



Capital Projects, for the proposed Exposition RV Safe Parking Lot Renovation Project, Capital Project No. 87998.

4. Authorize the Director of Public Works or his designee, to deliver the proposed Exposition RV Safe Parking Lot Renovation Project using a Board-approved JOC.

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

Approval of the recommended actions will find that the Exposition RV Safe Parking Lot Renovation Project (Project) is exempt from CEQA; establish and approve the capital project, Project budget, and associated appropriation adjustment; and authorize DPW to deliver the proposed Project using a Board-approved JOC.

#### **Background**

On September 13, 2022, the Board approved a motion instructing Chief Executive Office – Homeless Initiative (CEO-HI) to consult with DPW and the Departments of Public Health, Regional Planning, Health Services and Mental Health, in coordination with the Los Angeles Sheriff's Department, the St. Joseph Center Vehicular Homeless Outreach Program, and the Los Angeles Homeless Services Authority, to develop an implementation plan for a 36-month RV Encampment Resolution Pilot (ERP) program. The motion directed the CEO-HI to establish at least one Safe RV Parking Program (SRVPP) in each Supervisorial District and stated that site selection should be informed by the 2022 Point-In-Time Homeless Count.

On January 10, 2023, the Board unanimously adopted a motion to declare a local state of emergency for homelessness (Homeless Emergency). This declaration is intended to accelerate administrative processes and interventions, which enable the County of Los Angeles (County) to provide services to people experiencing homelessness (PEH). The declaration focuses on three missions: (1) Encampment Resolutions to reduce unsheltered homelessness using a systematic approach conducted in partnership with local jurisdictions, (2) the Housing mission which increases interim and permanent housing placements, and (3) the Mental Health and Substance Use Disorder Services mission, which provides mental health and substance use disorder services to unsheltered and sheltered PEH at the level needed to meet their needs. All three of these missions will be addressed with the implementation of the SRVPP, once the parking lot at 3606 Exposition Boulevard is repurposed for SRVPP. CEO-HI will be using the delegated authorities under the Homeless Emergency to procure restroom/hygiene stations and other necessary items, as well as contract with an experienced service provider to operate the SRVPP.

In March 2022, the Safe Landing RV program that was previously located on this parking lot site ended and all program trailers, water, and power utilities were removed from the site. The area reverted to its original use as a parking lot. A Metro development project proposed for this site is two to three years away thus making the site available for the proposed SRVPP. The site is proposed to accommodate 14 RVs for safe parking. The SRVPP is a short-term, twenty-four (24) hour emergency response program that provides a safe, low-barrier, Housing First approach for PEH who are residing in RVs. Participants will have a safe and stable place to park their RVs while being assessed and connected to permanent housing resources and supportive services. Resource referral and case management are primary interventions that are available to all participants.

The proposed scope of work for the Project includes using a JOC to perform site preparation and make-ready work to prepare the site for placement of the RVs, with the ability to connect to

temporary water and power lines on the parking lot area for functionality, security, and accessibility. CEO-HI would be the proprietor and will work with a service provider to operate the SRVPP program. The duration of the SRVPP at this location is anticipated to be two to three years when Metro is expected to begin construction on their proposed project.

It is anticipated that the proposed Project will be completed by November 2023.

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

The proposed recommendations will further the County Strategic Plan Goal to pursue operational effectiveness, fiscal responsibility, and accountability (Goal III.3) by investing in public infrastructure that will sustain and improve County services and facilities by effectively managing County resources for the County residents and visitors.

#### **Implementation of County Sustainability Goals**

The Our County Sustainability Plan, adopted in 2019, establishes goals to address the environmental impacts of climate change and the subsequent social challenges. The proposed Project will achieve the goals of creating buildings and infrastructure that support human health and resilience (Goal 2) and creating accessible parks, public lands, and public spaces that create opportunities for respite, recreation, ecological discovery, and cultural activities (Goal 6).

#### **Implementation of County Anti-Racism, Diversity, and Inclusion Initiative**

The Project is aligned with the County's Anti-Racism, Diversity, and Inclusion Initiative and guided by the Countywide Equity Guiding Principles (Principles) adopted by the Board on September 15, 2021, including the reduction of racial disparities in life outcomes as well as disparities in public investment to shape those outcomes. Consistent with these Principles, the CEO-HI has developed and proposes the implementation of this Project that supports the most disadvantaged geographies and populations. PEH who are unsheltered, such as those living in RVs, often belong to economically marginalized and consistently underserved communities. Moreover, there is a persistent overrepresentation of people of color within the PEH demographic.

### **FISCAL IMPACT/FINANCING**

Approve an appropriation adjustment (Attachment I) to transfer \$650,000 from the Homeless and Housing - Measure H Special Fund, to fund proposed Exposition RV Safe Parking Lot Renovation Project, Capital Project No. 87998.

The total cost for the proposed Project is currently estimated at \$650,000 which includes construction, change order allowance, and DPW County services (Attachment II).

There is no net County cost impact from these recommendations.

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

DPW proposes to use a previously approved JOC to deliver the site preparation and make-ready component of the proposed Project. The JOC agreement is a standard construction contract, in a form approved by County Counsel, and contains terms and conditions supporting the Board's

ordinances, policies, and programs including, but not limited to, County's Greater Avenues for Independence and General Relief Opportunities for Work Programs, Contract Language to Assist in Placement of Displaced County Workers and Notice to Employees Regarding the Federal Earned Income Credit (Federal Income Tax Law, Internal Revenue Service Notice 1015). The plans and specifications include the contractual provisions and material requirements necessary for the proposed Projects and are on file with DPW's Business Relations and Contracts Division.

## **ENVIRONMENTAL DOCUMENTATION**

The proposed Project is statutorily exempt from CEQA pursuant to Section 21080(b)(4) of the Public Resources Code and Section 15269(c) of the State CEQA Guidelines, which exempt specific actions necessary to prevent or mitigate an emergency and Section 21159.25 of the Public Resources Code which applies to residential or mixed housing projects. The proposed Project also meets the definition of a by-right Low Barrier Navigation Center Development, pursuant to Section 65662 of the Government Code wherein actions to lease, convey or encumber County land or provide financial assistance to certain projects in the City of Los Angeles are exempt under Section 21080.27 of the Public Resources Code. The proposed Project is also categorically exempt from CEQA pursuant to Section 15332 of the State CEQA Guidelines, which applies to in-fill development projects which meet specified requirements and Sections 15301(a), (b) and (h); 15303(d) and (e); 15304(b), (e) and (f); and 15311(c) of the State CEQA Guidelines; and Classes 1(e), (j), (m), and (s); 3(a), (b) and (d), 4(c),(d) and (f) and 11 (b), (c) and (h) of the County's Environmental Document Reporting Procedures and Guidelines, Appendix G, which are applicable to accessory structures, including minor alteration, operation and repair of an existing facility, new facilities, temporary use items, and minor alterations of land.

In addition, the Project will comply with all applicable regulations, is not in a sensitive environment and there are no cumulative impacts, unusual circumstances, damage to scenic highways, listing on hazardous waste site lists compiled pursuant to Government Code Section 65962.5, or indications that it may cause a substantial adverse change in the significance of a historical resource that would make the exemption inapplicable. Upon approval of the recommended actions, the CEO-HI will file a Notice of Exemption with the Office and Planning and Research and will also file a Notice of Exemption with the County Clerk pursuant to Section 21152 of the California Public Resources Code and will post the Notice to its website in accordance with Section 21092.2.

## **CONTRACTING PROCESS**

A Board-approved JOC will deliver site preparation, remodeling, and alteration of an existing parking lot. DPW has made the determination that JOC is the most appropriate delivery method for the site preparation work.

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

The recommended actions will have no impact to County services at the site as there are currently no County services offered at this location.

**CONCLUSION**

Please instruct the Executive Officer Clerk of the Board to forward one adopted copy of this letter to Capital Projects, one copy to Homeless Initiative, and one copy to the Department of Public Works.

Respectfully submitted,

FAD:JMN:CT

JR:SD:ns

Enclosures

c: Executive Office, Board of Supervisors  
County Counsel  
Auditor Controller  
Public Works

PINK

BA FORM 10142022

BOARD OF SUPERVISORS  
OFFICIAL COPY

September 12, 2023

COUNTY OF LOS ANGELES

**REQUEST FOR APPROPRIATION ADJUSTMENT**

DEPARTMENT OF CHIEF EXECUTIVE OFFICER

**AUDITOR-CONTROLLER:**

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

**ADJUSTMENT REQUESTED AND REASONS THEREFORE****FY 2023-24****4 - VOTES****SOURCES****USES****HOMELESS AND HOUSING - MEASURE H SPECIAL TAX FUND**

GQ8-3303

APPROPRIATIONS FOR CONTINGENCIES

**DECREASE APPROPRIATION****650,000**

VARIOUS CAPITAL PROJECTS

**VARIOUS CAPITAL PROJECTS**

A01-CP-96-9919-65099

OPERATING TRANSFERS IN - CAPITAL PROJECTS

**INCREASE REVENUE****650,000****HOMELESS AND HOUSING - MEASURE H SPECIAL TAX FUND**

GQ8-CB-6100-41183

OTHER FINANCING USES

**INCREASE APPROPRIATION****650,000**

VARIOUS CAPITAL PROJECTS

**EXPOSITION RECREATIONAL VEHICLE SAFE PARKING LOT RENOVATION**

A01-CP-6014-65099-87988

CAPITAL ASSETS - B &amp; I

**INCREASE APPROPRIATION****650,000****SOURCES TOTAL****\$ 1,300,000****USES TOTAL****\$ 1,300,000****JUSTIFICATION**

Reflects a transfer of \$650,000 offset by Homeless and Housing - Measure H Special Tax Fund revenue, to the Exposition Recreational Vehicle Safe Parking Lot Renovation project, Capital Project (CP) 87988, to fully fund CP 87988.

**David Seidenfeld** Digitally signed by David Seidenfeld  
Date: 2023.08.25 15:12:05 -07'00'

**AUTHORIZED SIGNATURE**

DAVID SEIDENFELD, MANAGER, CEO

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

REFERRED TO THE CHIEF  
EXECUTIVE OFFICER FOR---☐

ACTION

☐

RECOMMENDATION

AUDITOR-CONTROLLER

BY

B.A. NO.

**019**

DATE

☐

APPROVED AS REQUESTED

☐

APPROVED AS REVISED

CHIEF EXECUTIVE OFFICER

BY

DATE

**ESTABLISH AND APPROVE ONE CAPITAL  
 PROJECT APPROVE USE OF JOB  
 ORDER CONTRACTS  
 EXPOSITION RV SAFE PARKING LOT RENOVATION  
 CAPITAL PROJECT NO. 87998  
 FY 2023-24  
 (SECOND DISTRICT) (4 VOTES)**

**PROPOSED EXPOSITION RV SAFE PARKING LOT RENOVATION OVERALL  
 SCHEDULE**

<b>Project Activity</b>	<b>Completion Date</b>
Jurisdictional Approvals	September 2023
JOC Construction	September 2023
Substantial Completion	November 2023
Project Acceptance	December 2023

**I. PROPOSED EXPOSITION RV SAFE PARKING LOT RENOVATION  
 OVERALL BUDGET**

<b>Budget Category</b>	<b>Budget</b>
Construction	
JOC Order Construction Work	\$ 385,000
	\$
Subtotal	\$ 385,000
Consultant Services	\$ 40,000
Miscellaneous Expenditures	\$ 10,000
Jurisdictional Reviews	\$ 20,000
County Services	\$ 120,000
Contingency	\$ 75,000
<b>Total</b>	<b>\$650,000</b>